



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

Regular Meeting December 18, 2018

TELECONFERENCE LOCATIONS:

1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517.

Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. 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). 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 (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

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.)

2. RECOGNITIONS

A. Pacific Crest Trail 50th Anniversary

Departments: Clerk of the Board

(Supervisor Stacy Corless) - 2018 marks the 50th anniversary of the Pacific Crest Trail's designation as a National Scenic Trail; the proposed resolution recognizes this.

Recommended Action: Adopt proposed resolution R18-____, Recognizing the 50th Anniversary of the Pacific Crest National Scenic Trail.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

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 minutes for the regular meeting of the Board of Supervisors on November 6, 2018.

Recommended Action: Approve the minutes for the regular meeting of the Board of Supervisors on November 6, 2018.

Fiscal Impact: None.

B. Board Minutes

Departments: Clerk of the Board

Approval of minutes for the regular meeting of the Board of Supervisors on November 13, 2018.

Recommended Action: Approve the minutes for the regular meeting of the Board of Supervisors on November 13, 2018.

Fiscal Impact: None.

C. Board Minutes

Departments: Clerk of the Board

Approval of minutes for the regular meeting of the Board of Supervisors on November 20, 2018.

Recommended Action: Approve the minutes for the regular meeting of the Board of Supervisors on November 20, 2018.

Fiscal Impact: None.

D. Vacation Accrual Modification

Departments: Human Resources

Proposed resolution permitting one additional calendar year to use excess vacation balances accumulated during furloughs.

Recommended Action: Adopt proposed resolution R18-____, waiving the December 31, 2018 deadline for County employees to use excess vacation accrual. Provide any desired direction to staff.

Fiscal Impact: None.

E. Extend Existing Agreement with SWT Engineering, Inc. for the Provision of Landfill Permitting and Engineering Services on an As-Needed Basis

Departments: Public Works - Solid Waste

Proposed contract amendment with SWT Engineering, Inc. pertaining to Landfill Permitting and Engineering Services on an As-Needed Basis extending the contract term and increasing the contract limit for necessary landfill closure/post-closure services.

Recommended Action: Authorize CAO, on behalf of the County, to enter into and execute Agreement and Third Amendment to Agreement Between County of Mono and SWT Engineering, Inc. for the Provision of Landfill Permitting and Engineering Services on an As-Needed Basis, which will amend the contract term to end in December 2019 and increase the contract limit to \$260,000.

Fiscal Impact: The Third Amendment will increase the contract limit by \$60,000 from \$200,000 to \$260,000 (with a not to exceed limit of \$60,000 in any 12-month period), although it is not expected that the full contract limit will be needed to complete the work and services. Funds for engineering services have been budgeted for this fiscal year within the Solid Waste Enterprise Fund.

F. Amendment to Primary Franchise Agreement with D&S Waste Removal and Mammoth Disposal Company for Collection of Solid Waste

Departments: Public Works - Solid Waste

Subsequent to the Board's approval in August 2018 of two primary franchise agreements with D&S Waste Removal, Inc. and Mammoth Disposal Company for the collection of solid waste from residential and commercial customers in unincorporated parts of the County, franchisees requested the agreements be revised (1) to remove certain remedies whereby the County may take control of franchisees' services assets in the event of default, and (2) to increase certain waste collection rates.

Recommended Action: Review amendments to the two Primary Solid Waste Franchise Agreements originally entered into between the County and D&S Waste Removal, Inc. and Mammoth Disposal Company on August 21, 2018; provide any direction to staff; approve the revised Primary Solid Waste Franchise Agreements with D&S Waste Removal, Inc. and Mammoth Disposal Company.

Fiscal Impact: Franchise fees paid to the County are expected to increase by approximately \$2,700 annually. Increased fees will be deposited into the Solid Waste Enterprise Fund.

G. In-Home Supportive Services (IHSS) Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request

Departments: Social Services

Request a Public Authority/Non-Profit Consortium (PA/NPC) Rate Change for 2018-19 from the State of California. Board of Supervisors approval is required when the Rate Change Request provides for a change in administrative costs. The PA/NPC hourly administrative cost is increasing to \$1.71 from \$1.48, requiring Board approval.

Recommended Action: Approve the proposed In-Home Supportive Services (IHSS) Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request and associated change in administrative costs.

Fiscal Impact: There is no new cost to the Mono County General Fund. The total IHSS PA/NPC contract amount has not changed.

H. Revised Sage Grouse Letter

Departments: Community Development

Revision to the sage-grouse commitment letter approved by the Board of Supervisors on November 13, 2018.

Recommended Action: Approve, with any desired modifications, the attached letter from Mono County (Attachment 1) to the US. Fish and Wildlife Service affirming commitment to the implementation of the Bi-State Action Plan and authorize the Board Chair to sign.

Fiscal Impact: None at this time.

6. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Application for Alcoholic Beverage License

Application for Alcoholic Beverage License for B-Roc, LLC as Balanced Rock Saloon: 2588 Hwy 158, June Lake, CA., 93529.

B. People for Mono Basin Preservation (PMBP) Letter to Southern California Edison (SCE)

A letter from PMBP to SCE regarding return ditch flow issues for Wilson and Mill Creeks.

7. REGULAR AGENDA - MORNING

A. Public Hearing: Proposed Ordinance Extending the Temporary Moratorium on Industrial Hemp Cultivation within the Unincorporated Areas of Mono County

Departments: Agricultural Commissioner
45 minutes

(Nathan Reade) - Public hearing pursuant to Government Code section 65858(a) regarding adoption of proposed ordinance extending the temporary moratorium prohibiting cultivation of industrial hemp within the unincorporated areas of Mono County.

Recommended Action: Conduct public hearing. Consider and potentially adopt proposed ordinance No. ORD18-___, Extending the temporary moratorium prohibiting cultivation of industrial hemp in the unincorporated areas of Mono County established by Mono County Ordinance No. ORD18-14. Ordinance will be effective immediately. Provide any desired direction to staff.

Fiscal Impact: None.

B. Superintendent of Schools Report

Departments: CAO
30 minutes

(Dr. Stacey Adler, Superintendent of Schools) - Dr. Stacey Adler, Superintendent of Mono County Office of Education, will give an update that includes: Footsteps to Brilliance and Getting Down to Facts II Report.

Recommended Action: Receive update regarding County Office of Education activities.

Fiscal Impact: None.

C. Information Technology Allocation List Change

Departments: Information Technology

10 minutes (5 minute presentation; 5 minute discussion)

(Nate Greenberg) - This item is requesting that the Board authorize the addition of a Business Operations Manager position to the IT Department. This position is the full supervisory level classification within the Services Division and responsible for the day-to-day operations of the customer service aspect of the department. Additionally, after moving a previous Systems Administrator incumbent into the role of Communications Specialist, our second Systems Administrator has taken on more responsibilities and is now fulfilling the expectations of the Senior Systems Administrator position.

Recommended Action: Authorize the modification of the County of Mono List of Allocated Position to increase the allocation of a Business Operations Manager and Senior Systems Administrator by one each and decrease the allocation of Systems Administrator position by two in the IT Department.

Fiscal Impact: These changes will have no fiscal impact in FY 18-19 due to underfilled positions and the exchange of one Range 81 position for another. If not for the underfilling, the fiscal impact in future years may be as much as an additional \$4,400 in the IT budget.

D. Appointments to the Antelope Valley Regional Planning Advisory Committee

Departments: Community Development

5 minutes

(G. Le Francois) - Board of Supervisors to consider appointments to the Antelope Valley Regional Planning Advisory Committee.

Recommended Action: Make appointments to the Antelope Valley Regional Planning Advisory Committee.

Fiscal Impact: None.

E. Community Center Fee and Policy Review

Departments: County Administrative Office

30 minutes

(Jay Sloane) - Presentation by Jay Sloane regarding Community Center fees, policies, and issues with late night events with large groups, especially when alcohol is present.

Recommended Action:

1. Consider a fee and security deposit increase for events at community centers when alcohol is present in the amount of \$500 and \$1500, respectively.
2. Consider an event closing time of 9:00 p.m. instead of 10:00 p.m.

3. Consider prohibiting alcohol at the Crowley Lake Community Center and/or all community centers.
4. Discuss approaching the Town of Mammoth about renting their community center for parties.
5. Discuss fees charged at Chalfant Community Center, including what the use fee pays for.
6. Clarify any additional Board questions regarding community centers, including fee waivers and reoccurring event costs.
7. Provide direction to staff for potential actions items to address at a future board meeting.

Fiscal Impact: None.

F. Out-of-State Travel Authorization for NACo Legislative Conference

Departments: Board of Supervisors

10 minutes

Out of State travel request for Supervisors Corless, Gardner, and Halferty to attend the 2019 NACo Legislative Conference in Washington D.C. Conference attendance falls within an exemption to the Brown Act under California Government Code section 54952.2(c)(2).

Recommended Action: Approve out-of-state travel for Mono County Supervisors Stacy Corless (the county's NACo representative), Supervisor Gardner (alternate), and Supervisor Halferty to attend the NACo Legislative Conference in Washington, D.C. March 2 - 6, 2019.

Fiscal Impact: Up to \$2,600 per person for conference registration, hotel stay, and air travel.

G. 2019 Calendar of Regular Meetings of the Board of Supervisors

Departments: Clerk of the Board

10 minutes (5 minute presentation; 5 minute discussion)

(Shannon Kendall, Clerk-Recorder) - Rule 3 of the Mono County Board Rules of Procedure specifies that: an annual calendar of meetings shall be adopted by the Board at their first meeting in January. However, since the first Tuesday of January 2019 falls on a County holiday, the annual calendar of meetings shall be adopted prior to that date. The calendar will include all known regular meetings. Any meeting may be canceled upon the order of the Chair or by a majority of Board members.

Recommended Action: Approve proposed calendar of regular meetings for 2019. Cancel any agreed upon meeting for 2019.

Fiscal Impact: None.

8. 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.)

9. CLOSED SESSION

A. Closed Session- Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. 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 Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

10. 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 December 18, 2018

Departments: Clerk of the Board

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Supervisor Stacy Corless

SUBJECT Pacific Crest Trail 50th Anniversary

AGENDA DESCRIPTION:

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

2018 marks the 50th anniversary of the Pacific Crest Trail's designation as a National Scenic Trail; the proposed resolution recognizes this.

RECOMMENDED ACTION:

Adopt proposed resolution R18-___, Recognizing the 50th Anniversary of the Pacific Crest National Scenic Trail.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Resolution

History

Time	Who	Approval
12/13/2018 5:02 PM	County Administrative Office	Yes
12/13/2018 1:59 PM	County Counsel	Yes
12/13/2018 1:42 PM	Finance	Yes



R18-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS RECOGNIZING THE 50TH ANNIVERSARY OF THE
PACIFIC CREST NATIONAL SCENIC TRAIL**

WHEREAS, 2018 marks the 50th anniversary of the Pacific Crest Trail’s designation as a National Scenic Trail; and

WHEREAS, the Pacific Crest Trail is one of the original two National Scenic Trails in the nation, along with the Appalachian Trail, that were designated by the National Trails System Act of 1968, a bipartisan act of the United States Congress signed into law by President Lyndon B. Johnson on October 2, 1968; and

WHEREAS, a trail between Mexico and Canada along the western mountains was first proposed by Clinton C. Clarke in 1932, and thanks to the dedicated work of many thousands of volunteers, the Pacific Crest Trail route was officially completed in 1993; and

WHEREAS, the Pacific Crest Trail spans 2,650 miles (4,265 kilometers) from the Mexican border near Campo, California, to the Canadian border near Boundary Monument 78 in Washington, and generally runs along the high crests of the Sierra Nevada and Cascade mountain ranges, crossing diverse landscapes in California, Oregon, and Washington; and

WHEREAS, the trail extends 1,692 miles through some of the most beautiful and wild parts of California, passing through Mono and 19 other California counties, 5 California state parks, National Forests including the Inyo and Humboldt-Toiyabe, national parks including Yosemite, national wilderness areas, national monuments including Devils Postpile, as well as within 35 miles of over 800 gateway communities including Mammoth Lakes, Lee Vining and Bridgeport; and

WHEREAS, the trail is open to the public for foot and equestrian travel, and more than 5,000 thru-hikers have completed the trail in a single trip, which is a journey of 4 to 6 months, and numerous day hikers and weekend backpackers participating in the outdoor recreation the Pacific Crest Trail provides, greatly benefitting Mono County’s economy; and,

//

//



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

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 minutes for the regular meeting of the Board of Supervisors on November 6, 2018.

RECOMMENDED ACTION:

Approve the minutes for the regular meeting of the Board of Supervisors on November 6, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
11-6-18 Draft Minutes

History

Time	Who	Approval
12/13/2018 4:55 PM	County Administrative Office	Yes
12/11/2018 2:43 AM	County Counsel	Yes
12/13/2018 1:17 PM	Finance	Yes



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

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

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting
November 6, 2018**

Flash Drive	Board Room Recorder
Minute Orders	M18-222 – M18-239
Resolutions	R18-71 – R18-74
Ordinance	ORD18-14

9:00 AM Meeting called to order by Chair Gardner.

*Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.
Supervisors Absent: None.*

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

Pledge of Allegiance led by Supervisor Peters.

Supervisor Stump:

- Requested that the meeting be adjourned in memory of Augie Hess.
- Wearing a Navy Sweatshirt in honor of Veterans day on November 11 to honor those who have served, will serve, and are currently serving. Celebrations this Sunday at the Mammoth Fire Department.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Eric Edgerton, Tilth Farms:

- Ask the Board to consider allowing commercial cannabis applicants that have an accepted application with Mono County the opportunity to apply for a State temporary permit. The deadline is December 31. Recommends submitting the application by December 1.
- Handed out a copy of the State of California Cannabis Cultivation Temporary License

Note:

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

application (available in additional documents).

Rich Boccia, Mammoth Lakes Foundation Executive Director:

- Veteran's Day celebration Sunday at the Mammoth Lakes Fire Department.
- Wants to get on agenda item to talk about the Mammoth Arts Performance Center.

2. RECOGNITIONS

A. Proclamation Recognizing the Honorable Stan Eller

Departments: Board of Supervisors

A Proclamation of the Mono County Board of Supervisors Recognizing the Honorable Stan Eller for His Years of Service to the County of Mono.

Action: Read and approve Proclamation of the Mono County Board of Supervisors Recognizing the Honorable Stan Eller for His Years of Service to the County of Mono.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M18-222

Stacey Simon, County Counsel:

- This proclamation recognizes the years of service to Mono County that Judge Elller has provided.
- There was a celebration on Friday.
- Chair Gardner read proclamation.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Leslie Chapman, CAO:

- Regular meetings with managers and Coffee with Coworkers.
- We continue to move towards completion of the salary survey which has been a slow and inclusive project. We have a small handful of departments left to meet with and that will conclude our second round of departmental meetings where we received valuable input that will inform the next revision of survey.
- Preliminary meeting regarding MCPEA negotiations. Will be kicking off negotiations this month.
- We continue to have negotiations with Paramedics and Sheriff's management Association.
- With today's agenda item, we conclude Deputy Sheriff's negotiations.
- Concluded contract negotiations for Public Defender contracts and now we will commence working on a solution for the investigators that support our Public defenders.
- Participated in an all-day workshop regarding the Joint Powers Agreement for the radio communications project that will include all emergency service providers from around the County. The workshop was led by two representatives from the Office of Emergency Services and included representatives from the Sheriff's department, IT, Emergency Medical Services, Administration, local fire departments and the Schools. In addition to

Note:

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

the JPA agreement, we also discussed potential funding sources.

- Two meetings with Wendy Sugimura to discuss strategy for the approved staff position to further the County's strategic priority of addressing the housing crisis through policy, assistance and development of programs.
- I attended several meetings regarding the Mono County Civic Center construction and financing. This project is moving at a very fast pace and I'm happy to report that we have an incredibly impressive team including Tony Dublino, Joe Blanchard and Paul Rotan, and Jason Canger on the construction side, and Janet Dutcher, Gerald Frank and Stacey Simon on the finance side.
- Tomorrow, Finance Director Dutcher and I will head to San Francisco for the bond rating meeting with S&P, so wish us well.
- I am working with Inyo County's Interim CAO Clint Quilter to coordinate a visit with the State Director of USDA Rural Development in California to discuss the County's capital needs and potential funding through the USDA.

4. DEPARTMENT/COMMISSION REPORTS

Shannon Kendall, Clerk-Recorder-Registrar:

- Election Day update - Polls opened at 7 am. All is going well.

Sheriff Braun:

- Update on missing person.

Justin Nalder, Solid Waste Superintendent:

- Solid Waste Task Force.
- Imminent closure of Benton Crossing.

Wendy Sugimura, Community Development Director:

- Birch Creek Condo update.

Nate Greenberg, IT Director:

- Election update - Thanked Shannon, Helen, Scheereen and entire Elections team, as well as his entire (IT) team.
- Board approved new equipment, and its proving to be solid and secure.
- Tomorrow working with Sheriff to cut over to new 911 system.

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 for the special meeting of September 28, 2018.

Action: Approve the Board minutes for the special meeting of September 28, 2018.

Halferty moved; Stump seconded

Vote: 5 yes; 0 no

M18-223

Note:

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

B. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes for the regular meeting of October 2, 2018.

Action: Approve the Board minutes for the regular meeting of October 2, 2018, as amended.

Stump moved; Peters seconded

Vote: 5 yes; 0 no

M18-224

Supervisor Stump:

- Corrections: Page 5 of 9, Under requesters - Dave Doonan not Dave Noonan.
- Under my comments at the bottom of the page - second bullet point - please insert a K behind the number 149 to indicate 149 thousand.

C. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes for the regular meeting of October 9, 2018.

Action: Approve the Board minutes for the regular meeting of October 9, 2018.

Halferty moved; Stump seconded

Vote: 5 yes; 0 no

M18-225

D. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes for the regular meeting of October 16, 2018.

Action: Approve the Board minutes for the regular meeting of October 16, 2018.

Halferty moved; Stump seconded

Vote: 5 yes; 0 no

M18-226

E. Proposed Amendment to Mono County Conflict of Interest Code

Departments: County Counsel

Proposed Resolution of the Mono County Board of Supervisors Amending the County's Conflict of Interest Code.

Action: Adopt proposed resolution R18-71, Amending the County's Conflict of Interest Code.

Note:

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

Halferty moved; Stump seconded
Vote: 5 yes; 0 no
R18-71

F. Proposed Amendment to June Lake Fire Protection District Conflict of Interest Code

Departments: Clerk of the Board

The 2018 amended conflict of interest code adopted by the June Lake Fire Protection District requires approval by the Mono County Board of Supervisors, the code reviewing body.

Action: Approve amended conflict of interest code for June Lake Fire Protection District.

Halferty moved; Stump seconded
Vote: 5 yes; 0 no
M18-227

G. Appointment to the Mono Basin Regional Planning Advisory Committee

Departments: Community Development

Consider appointment of Oscar Lujan to the Mono Basin Regional Planning Advisory Committee (RPAC) for a partial two-year term effective immediately, expiring January 1, 2020.

Action: Appoint Oscar Lujan to the Mono Basin Regional Planning Advisory Committee to fill a vacant partial two-year term, expiring January 1, 2020.

Halferty moved; Stump seconded
Vote: 5 yes; 0 no
M18-228

H. Probation - Drug Court Enhancement Grant

Departments: Probation

(Karin Humiston) - Mono County Probation Department has applied for and has been granted the Federal Drug Court Enhancement Grant.

Action: Approval for the Mono County Probation Department to accept grant funds in the amount of \$500,000 for 48 months for the Drug Court Enhancement Grant.

Halferty moved; Stump seconded
Vote: 5 yes; 0 no
M18-229

Note:

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

I. Change to Allocation List to Add Two Deputy Probation Officers

Departments: Probation

(Karin Humiston) - Proposed resolution amending the County List of Allocated Positions to include two new positions in the Probation Department.

Action: Adopt Resolution No. 18-72, Authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to add two (2) Deputy Probation Officer I/II/III positions in the Probation Department.

Corless moved; Halferty seconded

Vote: 5 yes; 0 no

R18-72

Supervisor Corless:

- Is concerned about the types of item being put on the consent agenda.
- Requests that the Board go over Board rules and procedures. In the interest of transparency.

Karin Humiston, Chief Probation Officer:

- Introduced item.
- Explained why positions are needed.
- Curtis Hill, Probation Officer III provided additional information.
- Supervisor Stump: Asked to clarify acronyms.
- YOBG Funds - youth accountability block grant. Sar Board - School Attendance Review Board
- Introduced new officer - Amanda Wagner, new juvenile officer from Inyo County.

J. USGS Joint Funding Agreement FY 2019

Departments: Community Development

Agreements with United States Geological Survey (USGS) and Ormat Nevada, Inc. (Ormat) for FY 2019 Funding of Long Valley Hydrologic Monitoring Program

Action: Authorize the Director of the Mono County Community Development Director to execute (1) the USGS Joint Funding Agreement No. 19WSCA600095610 and (2) Agreement Between the County of Mono and Ormat Nevada, Inc. Providing for the Reimbursement of Costs for Complying with Long Valley Hydrologic Advisory Committee Monitoring Program for Fiscal Year 2019 to fund the Long Valley hydrologic monitoring program for Fiscal Year 2019.

Peters moved; Stump seconded

Vote: 5 yes; 0 no

M18-230

Nick Criss:

- Cost for monitoring the old program- monies needed to fund the monitoring program are funneled through the county and paid by Ormat.

K. Monthly Treasury Transaction Report

Note:

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

Departments: Finance

Treasury Transaction Report for the month ending 9/30/2018.

Action: Approve the Treasury Transaction Report for the month ending 9/30/2018.

Halferty moved; Stump seconded

Vote: 5 yes; 0 no

M18-231

L. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 9/30/2018.

Action: Approve the Investment Report for the Quarter ending 9/30/2018.

Halferty moved; Stump seconded

Vote: 5 yes; 0 no

M18-232

M. Proposed Amendment to Memorandum of Understanding between Mono County and Mono County Deputy Sheriff's Officers' Association

Departments: County Administrative Officer and Human Resources

Proposed Resolution of the Mono County Board of Supervisors Adopting and Approving Agreement and First Amendment to the Memorandum of Understanding Between the County and the Mono County Deputy Sheriff's Officers' Association.

Action: Adopt proposed resolution R18-73, Adopting and Approving Agreement and First Amendment to the Memorandum of Understanding Between the County and the Mono County Deputy Sheriff's Officers' Association.

Halferty moved; Stump seconded

Vote: 5 yes; 0 no

R18-73

N. Appointment to the Mono County Child Care Council

Departments: Child Care Council

Mono County Child Care Council seeks appointment of Caitlin Wellwood and re-appointment of Molly DesBaillets by the Mono County Board of Supervisors for two-year terms beginning November 1, 2018 and terminating October 31, 2020.

Action: Appoint Caitlin Wellwood to a two-year term in the category of Child Care Provider from November 1, 2018 to October 31, 2020, and re-appoint Molly DesBaillets to a two-year term from November 1, 2018 to October 31, 2020 in the category of Public Agency Representative, to the Mono County

Note:

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

Child Care Council.

Halferty moved; Stump seconded

Vote: 5 yes; 0 no

M18-233

O. Emergency Management Performance Grant Appointment

Departments: CAO

Proposed resolution approving the Emergency Management Performance Grant funding and appointing the County Administrative Officer to execute for and on behalf of Mono County.

Action: Adopt proposed resolution R18-74, Approving the Emergency Management Performance Grant funding and appointing the County Administrative Officer to execute for and on behalf of Mono County.

Halferty moved; Stump seconded

Vote: 5 yes; 0 no

R18-74

P. Reappointments to Assessment Appeals Board

Departments: Clerk of the Board

The Assessment Appeals Board is responsible for considering appeals filed by property owners disputing the assessed value of their property. The Board consists of three regular members and at least one alternate member. The three current members up for reappointment have agreed to continue to serve in their current capacity through November 5, 2022.

Action: Reappoint Madeline Brown and Paul Oster as a members of the Assessment Appeals Board, terms to expire November 5, 2022; reappoint Jeff Mills as alternate member of the Assessment Appeals Board, term to expire November 5, 2022.

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

M18-234

Barry Beck, Assessor:

- Provided explanations of members up for reappointment.
- Recommends reappointment of all.
- Assessment Board is a vital function for the County.

Supervisor Corless:

- Suggested a possible workshop to provide more information about the Assessment Appeals board.

6. CORRESPONDENCE RECEIVED

Note:

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

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Big Pine Paiute Tribe of the Owens Valley Letter

A letter from the Big Pine Paiute Tribe of the Owens Valley to the Los Angeles Department of Water and Power regarding the tribe's comments on LADWP's Notice of Preparation of a Draft Environmental Impact Report for the proposed Mono County Ranch Lease Renewal Project.

B. Objector Acknowledgement Letter from Inyo National Forest

Acknowledgement of receipt of Mono County's objection to the Inyo National Forest's Final Environmental Impact Statement, Revised Land Management Plan, draft Record of Decision for the Inyo National Forest Plan Revision, and the Regional Forester's list of Species of Conservation Concern.

C. Application for Alcoholic Beverage License

Applications from the Department of Alcoholic Beverage Control for alcoholic beverage licenses for Mammoth Mountain Ski Area Food & Beverage, LLC for Mammoth Mountain Inn and June Mountain Ski Area.

D. Agricultural Commissioner's Office Department Update November 2018

November 2018 department update from the Counties of Inyo and Mono Agricultural Commissioner's office.

7. REGULAR AGENDA - MORNING

A. Cannabis Operation Permit 18-001

Departments: Community Development - Planning

(Michael Draper) - Seeking Board approval for Cannabis Operation Permit 18-001, an adult-use cannabis retail-only operation in June Lake, CA.

Action: Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption, and approve Cannabis Operation Permit 18-001 subject to the conditions as recommended or with desired modifications, making the findings set forth in the staff report.

Gardner moved; Halferty seconded

Vote: 5 yes; 0 no

M18-235

Wendy Sugimura, Community Development Director:

- New handout with corrections (available in additional documents).
- Went through PowerPoint Presentation.
- On site sales only, no delivery.

Michael Draper, Analyst:

Note:

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

- Continued the presentation.
- Video of the property.

Stacey Simon, County Counsel:

- The Board will need to make the findings that are in the presentation, though not listed as the recommended action.

Supervisor Stump:

- Adjacent property is residential but shows as commercial?
- He will continue to run Audio business next door?
- Parking will accommodate dual businesses?
- Item 5.5 recycling – Sierra Recycling services in June Lake, does he intend to use that?
- Contact with the person in opposition?

John DeCoster:

- Provided an explanation of the business.

Break: 10:59 AM

Reconvene: 11:11 AM

Moved to item 7c, as item 7b was moved to the afternoon session.

B. FY 18-19 Motor Pool Purchases

Departments: Public Works

(Jerry VandeBrake) - Presentation by Tony Dublino and Jerry VandeBrake regarding current County motor pool fleet and updated 5-year vehicle replacement schedule.

Action:

Authorize the FY 18-19 Motor Pool Purchase of:

- 1 – 2019 Ford Escape (District Atty; Victim Witness Vehicle) ****expedited purchase - no bid**
- 6 – 2019 Chevrolet Tahoe PPV (Sheriff Patrol) ***bid process - immediate**
- 1 – 2019 Chevrolet Tahoe SSV (Admin) ***bid process - immediate**
- 1 – 2019 Dodge 3500 Ram Ambulance (EMS) ***obtain quotes/lowest price – immediate**
- 6 – 2019 Subaru Foresters (Motor Pool) ***bid process - delay**
- 1 – 2019 Chevrolet 4x4 Van (Behavioral Health) ***bid process – delay**
- 1 – 2019 Ford F-250 (Motor Pool) ***bid process – delay**
- 1 – 2019 Ford F-350 Dually (Road Striper) ***bid process – delay**

Stump moved; Halferty seconded

Vote: 5 yes; 0 no

M18-238

Tony Dublino, Public Works Director:

- Introduced item.
- Added a Chevy 4x4 van for Behavioral Health.

Jerry VandeBrake, Fleet Superintendent:

- Estimated cost of recommended purchases is about \$1,092,784. Reserve balance

Note:

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

currently is \$1,176,000 as of November 1. Annual revenue projected at approximately \$600,000.

- Motor Poll is internal service fund.

Break: 2:46 PM

Reconvene: 2:58 PM

Move to Closed Session.

C. Sheriff and Jail Staffing Workshop

Departments: Sheriff

(Sheriff Ingrid Braun) - Presentation by Sheriff Ingrid Braun regarding staffing needs in the Sheriff's Office and Jail. This item requires a 4/5 vote.

Action: Approve Budget Amendment to the Sheriff's and Jail Budgets, restoring funding for (2) Public Safety Officer positions for 6 months at \$92,687.

Halferty moved; Stump seconded

Vote: 5 yes; 0 no

M18-236

Sheriff Braun:

- Introduced item.
- There's a revision to Staff Report. Third page (18/19 authorized budget amounts) – amended amounts: Sheriff \$6,666,766, Jail \$2,876,655.
- Went through presentation
- Correction to slide one – Jail is authorized to have two sergeants but only have one.

Tim Kendall, District Attorney:

- PSO positions are what he would call immediate need, essential positions.

Janet Dutcher, Finance Director:

- Approve the funding of two PSO's for 6 months at \$92,687 based on transfer from Sheriff's budget to the Jail budget.

Break: 12:57 PM

Reconvene: 1:06 PM

Moved to item 11a.

D. Fund the Auditor-Appraiser position in the Assessor's Office

Departments: Assessor

(Barry Beck) - Presentation by the Mono County Assessor regarding funding the Auditor-Appraiser position in the Assessor's Office with a transfer from General Fund contingencies (4/5 vote required).

Action: Recommend that the Board of Supervisors approve funding the allocation for the position of Auditor-Appraiser from the County's contingency fund (4/5 vote required).

Note:

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

Barry Beck, Assessor:

- Introduced item.

Board provided staff direction to prepare for mid-year budget.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

Move to item 11 b.

9. CLOSED SESSION at 2:58 PM

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. 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 Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). 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: *Desert Survivors, et al. v. United States Department of Interior, et al.* (Case No. 3:16-cv-01165-JCS).

C. Closed Session - Exposure to Litigation

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

D. Closed Session - Public Employment, Assistant CAO

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

One reportable action out of Closed Session:

"As reported out on October 4, 2016, approval was given to County Counsel to intervene in the case of Desert Survivors, et al. v. U.S. Department of Interior, et

Note:

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

al., which challenged the U.S. Fish and Wildlife Service's decision not to list the Bi-State Sage Grouse under the Endangered Species Act. In May 2018, the U.S. District Court, Northern District of California, issued its final decision in favor of Plaintiffs. Now, after discussion under section 54956.9 of the Government Code, approval has been given to County Counsel to seek appellate review of the lower court's decision by filing notice of appeal with the Ninth Circuit Court of Appeals, alongside the Defendant and other Defendant Intervenors."

THE AFTERNOON SESSION WILL RESUME NO EARLIER THAN 1 P.M.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. REGULAR AGENDA - AFTERNOON

A. Yosemite National Park Update

Departments: Board of Supervisors

(Michael Reynolds, Superintendent) - An opportunity for the Board to formally meet the new Superintendent of Yosemite National Park, Michael Reynolds, and to hear updates about the park.

Action: Informational only; provide direction to staff if necessary.

Mike Reynolds, Yosemite National Park Superintendent:

- Introduced self. Discussed park, issues.

Supervisor Gardner:

- Mike will be attending a meeting in Lee Vining at 5 pm; will talk about Tioga road. Cal Trans will be there.

Break: 1:22 PM

Reconvene: 1:28 PM

Moved to item 7d.

B. Industrial Hemp Ordinance

Departments: Agriculture Commissioner

(Nate Reed) - Proposed ordinance for an urgency moratorium on Industrial Hemp.

Action: Adopt ordinance ORD18-14, An Interim Ordinance of the Board of Supervisors of the County of Mono, State of California pursuant to Government Code Section 65858 prohibiting cultivation of industrial hemp and declaring the urgency thereof.

Corless moved; Peters seconded

Note:

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

Vote: 4 yes; 0 no; 1 abstain

ORD18-14

Nate Reade, Agricultural Commissioner:

- Introduced item.
- Supervisor Halferty abstained.

C. Contracts for Indigent Defense Services - Jeremy Ibrahim & Sophie Bidet

Departments: County Administrative Office

10 Minutes (5 minute presentation, 5 minute discussion)

(Leslie Chapman) - Proposed contracts with Sophie Bidet and Liebersbach, Carney and Reed/ Jeremy Ibrahim for the provision of Indigent Defense services.

Action: Approve County entry into proposed contract and authorize chair to execute said contracts on behalf of the County.

Stump moved; Corless seconded

Vote: 5 yes; 0 no

M18-237

Leslie Chapman:

- Introduced item. Introduced Sophie and Jeremy.

Stacey Simon:

- Changes to Bidet agreement. LLP rather than sole practitioner. Revised copy of agreement available in additional documents.

Moved to item 7b.

12. BOARD MEMBER REPORTS

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

Supervisor Corless:

- 10/17: YARTS Short-Range Transit Plan workshop in Yosemite Valley; also 10/22 YARTS JPA board meeting, at which the board approved the fare increase that was proposed earlier this year.
- 10/18: Met with DWP Commissioner Aura Vasquez at her Office Hours held in Bishop. Very encouraged and impressed by her willingness to listen and consider collaborative solutions, want to thank her for the opportunity to meet.
- 10/19: Eastern Sierra Council of Governments
- 10/22: Community Conversation - Great turnout, thanks, Shannon and Helen for coming and giving a presentation, thanks Supervisor Halferty and Councilmember Wentworth for co-presenting
- 11/1: Great Basin Unified Air Pollution Control District: data and discussion related to air quality impacts of wildfires (In Mammoth, nearly 40% of days between June and September saw compromised air quality due to fire smoke), note that town council is doing a workshop on wildfire management and smoke impacts on Weds. 11/7 at 4pm

Note:

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

- 11/2: Wonderful retirement event for Judge Stan Eller, presented county resolution
- 11/2-3: Community Housing Summit—big success, many participants, great ideas/inspiration for short- and long-term solutions.
- 11/5: Mammoth Lakes Housing
- Appointed two new board members, Agnes Vianzon and Richard Plaisted
- Moving forward with interviewing for Financial Associate
- Strategic Planning sessions scheduled for January-February
- TOML Contract: maintenance contract, new/expanded deed restriction monitoring/uniformity; same funding;
- Board approved 2.5-year contract 7 yes, 2 abstentions.

Supervisor Gardner:

- On Monday Oct. 22 and 23 I traveled to Washington, DC to attend a White House briefing for California, Hawaii, and Alaska county officials. The meetings at the White House were sponsored by the Office of Intergovernmental Affairs. The briefing included presentations by Secretary of Interior Ryan Zinke, Secretary of Transportation Elaine Chao, Acting Environmental Protection Agency Administrator Andrew Wheeler, Secretary of Veterans Affairs Robert Wilkie, Under Secretary of Agriculture Jim Hubbard, Assistant to the President and Senior Counselor Kellyanne Conway, and members of the White House Intergovernmental Affairs staff. President Trump appeared midway through the briefing and made some brief remarks. While in Washington I also met with Congressman Paul Cook's staff, Stephan Nofeld in the Department of Interior, and Jonathan Shuffield, who handles public lands issues for NACO. I will have a full report later for the Board with information about each of the speaker's comments and notes from my other meetings.
- On Thursday Oct. 25 I chaired the Collaborative Planning meeting in Mammoth. Attendance was limited at the meeting, but we had brief presentations about:
 - The recent Mammoth housing parcel tour and Summit program
 - CalTrans projects in the County,
 - Eastern Sierra Recreation Partnership
 - The Devils Postpile planned prescribed fire and draft Fire Management Plan
 - Highway Kiosks in Mono County
 - Mammoth Town Wildfire Planning
 - LADWP Long Valley De-Watering
 - Sage Grouse Update
 - My Washington, DC trip
- On Friday Oct. 26 I attended the Mono County Public Health Community Assessment in Mammoth. This was an interesting session that included several community representatives discussing various public health issues as a part of the requirement for a long-range public health strategic plan.
- On Nov. 2 I participated in the quarterly conference call with Southern California Edison. We discussed several issues including the status of Mono County pole replacement (350 completed to date in 2018, 100 more planned by the end of the year), construction plans for the SCE Lee Vining facility, dispersed camping on SCE property south of Lee Vining, and the status of the Rush Creek Dam System project.
- Tonight at 5:00 PM we will be having a meeting in Lee Vining with community residents to talk about the process and policies for opening the Tioga Road in the spring. Yosemite Superintendent Mike Reynolds will be there as will representatives from CalTrans and Mono County Public Works.

Note:

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

Supervisor Halferty:

- On October 19th I attended the Eastern Sierra Transit Authority Board meeting. This was the Last meeting with Joe Rye, acting Executive Director. I want to thank him for his for stepping up and helping the organization during a time of transition and welcome Phil Moores, the new Executive Director.
- I was able to walk the Parcel, historically known as the Shady Rest Parcel on October 20th. Lots of locals turned out. Nice weather.
- I joined fellow Supervisor Corless and Town Councilmember John Wentworth at the Mammoth Brewery for a Community Forum on six of the States' ballot propositions. There was a fantastic turn out and I have received numerous remarks of gratitude from attendees since the event. If you haven't already, I employer everyone to vote today!
- On October 24-26th I attended the annual California Coalition for Rural Housing Summit. Out of the 2017 housing bills are some bills giving the State more teeth to be sure that the jurisdictions around the state are meeting their fair share of the State's housing needs. Including:
 - *No Net Loss -*
 - *AB 72 - Housing Element Enforcement*
 - *Can report violations online at hcd's website*
 - *by right for supportive housing in any zone that allows multifamily housing.*
- On October 29, I met with Planning staff to discuss comments on Draft Guidelines for SB 35 and submitted comments on both demolition sites, and public transit definitions.
- November 2, I attended the evening of the Mammoth Lakes Housing Summit. - Lori Best from the Town of Breckenridge. Lori is Breckenridge's dedicated housing staff person. They have a .725% of the total 8.75% sales tax is dedicated to housing. They also collect about \$400,000 in housing mitigation fees.
- November 5th, I attended the Mammoth Lakes Housing Board meeting.
- Before I was seated on this Board, I know the rest of you directed staff to spend time and grant money on the preparation of a nexus study for the County's suspended housing mitigation ordinance. The result of that work was presented to the board, though there was conclusion as I understand it. I request that this item come back to the board in the next month with any of the information the Board requested for action. In January, if this board does not take action prior to we will be faced with a possible 9th suspension of this policy. Before that happens, I'd like see this board have another discussion on this important topic.
- Lastly, I request the topic of Cannabis Cultivation Temporary License application be presented to the board for a solution. I am happy to sponsor this item. I don't want to miss an opportunity for economic development in our county that could be prevented.

Supervisor Peters:

- 22nd Mono Lake Committee Tour Geoff McQuilken, Lisa Cutting, and Bartsche Miller
- 23rd Robin Roberts
- 26th Community Health Needs Assessment Focus Group
- 30th Tim Kendall
- 1st AV RPAC
- 2nd Nate Greenberg
- 2nd Food manager training/ Public Health & Environmental Health Departments Louis Molina, Sandra Pearce, Jim Gudlow, Dennis Lampson
- RPAC Reappointments protocol application needed. Assessment appeals Board
- **Upcoming:**

Note:

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

- Woman's Club Annual Bazar 11th
- Marine Corp Ball Friday November 9th
- Town Hall in Bridgeport December 5th

Supervisor Stump:

- 10-23: Attended the CSA 1 Board meeting - That Board wants to work with the County staff to get repairs made to Crowley Facilities and are looking forward to a joint meeting with the Board.
- 10-24: Attended the Tri Valley Water Commission meeting - Commission is looking to do all it can to stop water exports/transfers
- 10-25: Attended the Owens Valley Groundwater Authority meeting - Authority approved a contract for the consultant to prepare the GSP for the Basin - Authority also discussed additional Board membership, if any, criterion.
- 10-29: Dealt with the aftermath of a party on the evening of Sunday 10-28 at the Crowley Community Center that caused damage and left the Center not usable on Monday. The party was held by Mammoth residents and because alcohol was to be served the Town would not rent their facility to these folks. I have asked for an agenda item to address stronger regulations for the Crowley Community Center. Several times in the past few years parties with alcohol have caused damage to the facility. All have been Mammoth residents due to the refusal of the Town to rent its facility. Perhaps the Town knows something we do not and at least for the Crowley Community Center we should consider adopting Town policies.
- 11-1: Attended the Great Basin Unified Air Pollution Control District meeting. - Long discussion about smoke impacts - The Air District has initiated updating its management documents - As an aside, I spoke with one Mammoth Business owner who told me that the business was off 60% this summer due to smoke and the business has put on the market. I am afraid this is the future if the land management agencies continue with business as usual without some form of local involvement.
- 11-2: Attended the retirement dinner for Judge Eller - My wife and I were honored to have been invited.

ADJOURNED at 3:50 p.m. in honor of Augie Hess

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

**SCHEEREEN DEDMAN
SR. DEPUTY CLERK**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

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 minutes for the regular meeting of the Board of Supervisors on November 13, 2018.

RECOMMENDED ACTION:

Approve the minutes for the regular meeting of the Board of Supervisors on November 13, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
11-13-18 Draft Minutes

History

Time	Who	Approval
12/13/2018 4:55 PM	County Administrative Office	Yes
12/13/2018 2:07 PM	County Counsel	Yes
12/13/2018 1:17 PM	Finance	Yes



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

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

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting
November 13, 2018**

Flash Drive	Board Room Recorder
Minute Orders	M18-239 – M18-248
Resolutions	R18-75 – R18-76
Ordinance	ORD18-15

9:02 AM Meeting called to order by Vice Chair John Peters.

*Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.
Supervisors Absent: None.*

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

Asked everyone to reflect on the struggles being faced by everyone affected by the fires.

Supervisor Gardner attending the meeting via teleconference from Colorado.

All votes were performed by roll call.

Pledge of Allegiance by Supervisor Stump.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Patricia Robertson, Mammoth Lakes Housing:

- A notice of funding availability was released on November 1 through the CDBG program for approximately \$30 million.
- MLH purchased commercial property to convert into an 11 one-bedroom property.
- She is asking if Mono County would like to partner on an application for up to 3 million to convert a commercial property into housing.

Note:

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

2. RECOGNITIONS

A. California Clerk of the Board of Supervisors Week

Departments: Clerk of the Board

Consider approving a proclamation recognizing November 26 - 30, 2018 as California Clerk of the Board of Supervisors Week.

Action: Approve proclamation.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

M18-239

Vice Chair Peters read the proclamation into record.

B. Mono County Annual Safety Award

Departments: Risk Management and Public Works

(Jay Sloane) - The Facilities Division of Public Works is receiving the 2018 Annual Mono County Safety Award, which recognizes the division for their culture of safety.

Action: Present the award to Facilities Staff.

Jay Sloane, Risk Manager:

- Introduced item.

Joe Blanchard, Facilities Superintendent:

- Thanked his group.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Leslie Chapman, CAO:

- Fires – keep everyone in your thoughts.
- Finance Director Dutcher and I went to San Francisco to meet with Standard and Poores to present, able to demonstrate that we have a good financial and management team. Based on the size of the agenda, the Board can see this was a huge feat this. Auditor said our finance director is the best in the state.

4. DEPARTMENT/COMMISSION REPORTS

Nate Greenberg, IT Director:

- Working towards a 911 system cutover and phone system upgrade in the Sheriff's office last week, successfully completed on Wednesday. Still mopping up a few outstanding items. Working towards rolling out the rest of the phone system for the County over the

Note:

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

next month or so.

Tony Dublino, Public Works Director:

- Civic Center - met last week, had schematic design presentation handed to them. Can start focusing on the real costs and budgets of the project.
- This project is up and running – currently in the ground at the site, which started yesterday.
- East side lane restriped.
- Tennis courts in Walker recently repaired.
- Recreation port o potties have been pulled out where they had been staged for the summer.

Louis Molina, Environmental Health:

- Food Safety Program issues - On site seating and restrooms.
- On agenda to Go back to County code to change provisions re onsite seating at food establishments. Working with staff to revise or repeal and replace.
- It's antiquated with regard to our current state code.
- Will probably have to address AB 626 regarding micro-enterprise home kitchens.
- Supervisor Stump: has two questions he'd like addressed in the future – 1. Do the County Code revisions impact business in TOML? 2. Lahontan just released potential new regulations and is going to hold CEQA outreach, regarding small water systems affecting both residential and commercial, can you please have staff look into impacts to the County and the TOML?
- Supervisor Halferty: Has constituents concerned about the restrooms and look forward to cleaning it up and being more consistent with the State law, hopefully allowing more businesses to prosper.

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. Trindel Insurance Fund Revised and Restated Joint Powers Agreement

Departments: Risk Management

(Jay Sloane) - Proposed revision to Joint Powers Agreement (JPA) establishing Trindel Insurance Fund related to insurance pooling layers and designating Del Norte County with special authority.

Action: Approve County entry into proposed Revised and Restated JPA Agreement.

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

M18-240

B. Fire Department Additions to Digital 395 Service

Departments: Information Technology

On September 11, 2018 the Mono County Board of Supervisors authorized the

Note:

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

County Administrative Officer to sign a new Service Agreement with California Broadband Cooperative for the purpose of delivering Digital 395 to the County. Since September, three separate fire districts (Long Valley, White Mountain, and Chalfant) have all asked to join the County's Digital 395 network and have the County provide service to them. This action requires an update to the Service Agreement – the dollar amount of which requires Board approval.

Action: Approve and authorize the County Administrative Officer to sign a modified Service Order with California Broadband Cooperative.

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

M18-241

C. Addendum to Agreement for Municipal Advisory Services

Departments: Finance, CAO, County Counsel

(Janet Dutcher) - Addendum to agreement for municipal financing advisory services between the County of Mono County and KNN Public Finance, LLC for a fixed transaction fee of \$85,000 and reimbursable expenses not exceeding \$5,000, for the Certificates of Participation Series 2018 A (Mono County Civic Center), contingent upon the successful pricing and closing of the transaction.

Action: Approve and authorize the County Administrative Officer to execute the addendum to the existing contract with KNN Public Finance, LLC.

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

M18-242

D. Bi-State Sage-Grouse Conservation Commitment Letter

Departments: CDD

(Wendy Sugimura) - Presentation regarding updating Mono County's Letter of Commitment to the Bi-State sage-grouse conservation effort.

Action: Approve the attached letter from Mono County to the US. Fish and Wildlife Service affirming commitment to the implementation of the Bi-State Action Plan, and authorize the Board Chair to sign.

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

M18-243

E. Approval of Revision of the Mono County Child Care Council Bylaws

Departments: MCCCC

Note:

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

The Mono County Child Care Council is recommending a change in the Council Bylaws to reflect changes in the mission statement, the Coordinator to a part-time position, the dates of the membership terms, information regarding meetings, the Executive Committee, and reimbursement forms.

Action: Approve proposed change to the Mono County Child Care Council Bylaws.

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

M18-244

F. Adoption of Proposed Amendment to Mono County Code Section 12.10.021 Exemptions from Solid Waste Franchise Agreement

Departments: Public Works

Proposed ordinance amending Chapter 12.02, Section 12.02.020 and chapter 12.10, Section 12.10.021 of the Mono County Code to revise the definition of "Construction and Demolition Waste" and eliminate the provision exempting from the solid waste Franchise requirement persons that collect, transport, and dispose of construction and demolition waste.

Action: Adopt proposed ordinance ORD18-15, Amending Chapter 12.02, Section 12.02.020 and chapter 12.10, Section 12.10.021 of the Mono County Code to revise the definition of "Construction and Demolition Waste" and eliminate the provision exempting from the solid waste Franchise requirement persons that collect, transport, and dispose of construction and demolition waste.

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

ORD18-15

6. CORRESPONDENCE RECEIVED - NONE

All items listed are located in the Office of the Clerk of the Board, and are available for review. 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. Sale of County-Owned Real Property (APN 031-070-011)

Departments: Behavioral Health

(Amanda Greenberg and Stacey Simon) - Consideration of proposals to purchase county-owned surplus real property located at 71 Davison Road in Mammoth Lakes (the "Property") in "as is" condition and in accordance with the Resolution of Intention to Sell the Property (R18-66) adopted by the Board on

Note:

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

October 16, 2018.

Action:

Part I: (1) Open, examine and declare all proposals to purchase the Property; (2) From among the market-rate proposals received, determine the highest bid from a responsible bidder which conforms to the terms and conditions of R18-66; (3) Call for oral bids to purchase the Property at market rate which conform to the terms and conditions of R18-66 and are for a price which is at least 5 percent higher than the highest written proposal; (4) If a conforming oral bid is made, call for additional oral bids to purchase the property at market rate, which bids must be at least \$1,000 higher than the prior oral bid; and (5) Direct Clerk to record all conforming bids, in order from highest to lowest, in Exhibit "A" to the resolution presented for adoption today.

Part II:

Below-Market Sale for Affordable Housing Option: (1) Determine that it is in the County's best interests for the Property to be sold at less than fair-market-value for the purpose of providing housing affordable to persons or families of low or moderate income in accordance with the requirements of Government Code section 25539.4; (2) Reject all market-rate proposals to purchase the Property; (3) From among the proposals to develop the Property as affordable housing, identify the preferred proposal(s) and direct staff to return to the Board with such documentation as is necessary to effectuate the sale of the Property for deed-restricted affordable housing in compliance with section 25539.4.

**Halferty moved to approve actions set forth in Part II; Corless seconded
Vote: 5 yes; 0 no**

M18-245

John Peters:

- Call to open bids.
- Clerk opened and announced bids.

Break: 9:39 AM

Reconvene: 10:00 AM

Stacey Simon, County Counsel:

- Discussed process.
- Introduced Matthew Lehman.
- No more affordable housing bids will be accepted beyond today.

Matthew Lehman, Real Estate advisor:

- Explained the two market bids.

Ron McMartin, Bidder:

- Attempted to make an affordable housing bid with the initial bid (that was rejected) and changed to a market bid.
- Neighbors were unhappy with affordable housing in their neighborhood.
- Doesn't want to be beholden to neighbors and TOML to finish a project.

Opened Oral Bids at 10:15 AM

Note:

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

Bidders:
Ronald McMartin
Layton Peterson

Board consensus to move to part II.

Break: 10:49 AM
Reconvene: 10:57 AM

Stacey Simon:

- Next steps: Staff will review the three Affordable Housing bids received. Community Development can work with Behavioral Health.
- Staff will come back with a presentation that includes comparison and analysis of bids.
- The County has more than the 10 days- anticipates within the next month to have a full workshop.

B. Southern California Edison's Emergency Shut Down Presentation

Departments: CAO

(Cal Rossi, SCE Government Relations Manager) - A presentation about Southern California Edison's Public Safety Power Shutoff Program, including Wildfire Mitigation, Safety, and Grid Resiliency efforts.

Action: Informational only.

Cal Rossi, SCE Government Affairs:

- Went through presentation (available in additional documents).

Supervisor Corless:

- Appreciates the heavy tree work happening in the Mammoth area.
- Regarding the communications sent out, there was confusion in her district over two different SCE programs – the PSPS program, and a winter closure and shut-off issue in the Mammoth Lakes Basin.
- Map went out including full time residential areas, clarify the neighborhoods in Mammoth will not lose power.
- Cal Rossi: There is a difference between the Power Safety Power Shut-off and Rule 14 which is a very prescribed area by California Public Utilities Commission. Lines that hung as low as a few feet off the ground, and people are recreating near these active lines. The circuit that Lake Mary is on goes all of the way into Mammoth.

Supervisor Halferty:

- Is there any kind of active policy to move towards more undergrounding in SCE?

Supervisor Stump:

- Mono County has active fire conditions when it's also very cold. People are concerned with power shutdowns and their ability to stay warm, and prevent their pipes freezing.
- Many people have supplemental medical devices used in their homes and can't tolerate long power outages.
- Notifications – sounds like it's the users' responsibility to register with SCE somehow to know when the outages will occur and how long they will occur? How much is the notification process dependent on power?
- Fire resistant poles – can you drill into them?

Lisa Cutting, Mono Basin RPAC Chair:

Note:

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

- Discussed

Amy Choni, Swall Meadows Resident:

- In support of power shut downs in the right circumstances.
- Don't see incentive for SCE NOT to turn off the power.
- Discussed undergrounding.

C. Amendment of Allocation List to Convert Part-time FTS II to Full-time FTS II

Departments: Public Works

(Tony Dublino, Director of Public Works) - Request to change the County Allocation List to reflect the increase of a part-time FTS II position to a full-time FTS II position within the Department of Public Works

Action: Adopt Proposed Resolution 18-75, Authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to add 1/2 Fiscal Technical II Specialist position.

Stump moved; Corless seconded

Vote: 5 yes; 0 no

R18-75

Tony Dublino:

- Introduced item.

D. Hiring of a Maintenance Worker III at "E" Step

Departments: Public Works

(Tony Dublino, Director of Public Works) - Request for Board authorization to hire a Maintenance Worker III beyond an "A" Step

Action: Authorize the hiring of a Maintenance Worker III in the Benton Road District at an "E" Step.

Stump moved; Corless seconded

Vote: 5 yes; 0 no

M18-246

Tony Dublino:

- Introduced item.

E. Revised County Debt Policy

Departments: Finance

(Janet Dutcher) - Review revised County debt policy and recommended changes to comply with Senate Bill 1029, in anticipation of the County issuing debt to finance the Mono County Civic Center project.

Action: Adopt revised debt policy as presented.

Halferty moved; Corless seconded

Note:

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

Vote: 5 yes; 0 no

M18-247

Janet Dutcher:

- Introduced item.
- Policy will be available on the County website.

F. Approve Comment Letter in Response to the Office of the Comptroller of Currency's (OCC) Advance Notice of Proposed Rulemaking (ANPR) on the Community Reinvestment Act (CRA)

Department: Board of Supervisors

(Supervisor Halferty) – Approve Comment Letter in Response to the Office of the Comptroller of Currency's (OCC) Advance Notice of Proposed Rulemaking (ANPR) on the Community Reinvestment Act (CRA)

Action: Approve comment letter in response to the ANPR, and authorize Board Chair to sign.

Halferty moved; Corless seconded

Vote: 5 yes; 0 no

M18-248

Supervisor Halferty:

- Deadline to submit a letter is November 19, so it was necessary to add to this agenda.
- Comment to policy makers on policy that will impact our county.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION @ 12:19 PM

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. 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 Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Workers' Compensation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Workers' compensation claim of John Rutkowski.

Note:

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

C. Closed Session - Exposure to Litigation

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

THE AFTERNOON SESSION WILL BEGIN NO EARLIER THAN 1 P.M.

Reconvene: 1:49 PM

Nothing to report out of closed session.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. REGULAR AGENDA - AFTERNOON

A. Mono County Certificates of Participation 2018 Series A (Mono County Civic Center)

Departments: Finance, CAO, County Counsel

(Janet Dutcher, Leslie Chapman, Stacey Simon) - Proposed resolution R18-____, authorizing the execution of certain lease financing documents with respect to the issuance and sale of tax-exempt Certificates of Participation (COP) 2018 Series A in an aggregate amount not to exceed \$24 million to finance the construction of the Mono County Civic Center; authorizing distribution of an Official Statement, and authorizing execution of necessary documents, certificates and related actions.

Action: Adopt proposed resolution R18-76, Authorizing the execution of certain lease financing documents with respect to the issuance and sale of tax-exempt Certificates of Participation (COP) 2018 Series A in an aggregate amount not to exceed \$24 million to finance the construction of the Mono County Civic Center; authorizing distribution of an Official Statement; and authorizing execution of necessary documents and certificates and related actions.

Corless moved; Halferty seconded

Vote: 5 yes; 0 no

R18-76

Janet Dutcher:

- Introduced item.

Stacey Simon:

- Corrections: Nothing that would substantively change the meaning of the document (Amended document available in additional documents).

Note:

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

12. BOARD MEMBER REPORTS

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

Supervisor Corless:

- Fires—encourage us to do and give what we can
- Elections—thanks again to the elections team and poll workers
- NACo Public Lands Steering Committee: editing the policy platform
- Town Council—wildfire workshop/discussion, focus on communication and education
- State Forest Management Task Force Regional Call—advocating for addressing need for local government role, communication and education
- CA Association of Local Behavioral Health Boards & Commissions call
- RCRC Executive Committee this week

Supervisor Gardner:

- Last Tuesday evening I attended a meeting in Lee Vining with members of the business community and others to talk with Yosemite Superintendent Mike Reynolds and Caltrans about policies and the process for opening the Tioga Road each spring. The meeting provided an opportunity for Lee Vining businesses and others to express their interest in getting the Tioga Road open as soon as possible, and for Mike Reynolds and the Caltrans officials to share their perspectives on this process. Mike committed to providing more timely information to the Lee Vining community about plowing progress. He indicated the general goal was to get the road open before Memorial Day weekend, of course depending on weather and snow conditions. One important point made during the meeting was the continuing challenge of how to encourage and educate our visitors to behave responsibly regarding human waste and sanitation to protect and maintain our public lands, whether in Tuolumne Meadows or anywhere else in the Eastern Sierra.

Supervisor Halferty:

- Voted.
- Nov 7, attended Town Council meeting. Approved contract with MLH. Tony Dublino explained process for Civic Center. Listened to presentation on Fire from USFS, Chief Frievalt from Mammoth Lakes Fire was present.
- Met with Kevin Brown from D&S Waste on Thursday. Look forward to addressing that ongoing challenge with the County.

Supervisor Peters:

- 7th Fisheries Meeting
- 9th Marine Corp Ball
- 11th Womans Club Annual Holiday Bazaar
- Eastside Lane & Tennis Courts
- Upcoming:
- Town Hall in Bridgeport December 5th

Supervisor Stump:

- 11-7: Attended the USFS Smoke / Planned Fire workshop prior to the Town Council meeting
- 11-11: Attended the Veterans Day remembrance at the Mammoth Fire Department - Also attended the fundraising showing of the movie "Outpost Harry" for the Wounded Warrior center fund. It remembers all those who fought in Korea.

Note:

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

- 11-12: Attended the Wheeler Crest Fire Safe Council meeting In Swall Meadows.

ADJOURNED at 3:08 PM

ATTEST

**JOHN PETERS
VICE CHAIR OF THE BOARD**

**SCHEEREN DEDMAN
SR. DEPUTY CLERK**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

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 minutes for the regular meeting of the Board of Supervisors on November 20, 2018.

RECOMMENDED ACTION:

Approve the minutes for the regular meeting of the Board of Supervisors on November 20, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
11-20-18 Draft Minutes

History

Time	Who	Approval
12/13/2018 4:55 PM	County Administrative Office	Yes
12/11/2018 2:49 AM	County Counsel	Yes
12/13/2018 1:17 PM	Finance	Yes



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

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

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

**Regular Meeting
November 20, 2018**

Flash Drive	Portable Recorder
Minute Orders	M18-249 – M18-254
Resolutions	R18-77 – R18-78
Ordinance	ORD18-16 Not Used

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

*Supervisors Present: Corless, Gardner, Halferty, and Stump.
Supervisors Absent: Peters.*

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

Pledge of Allegiance led by Supervisor Stump.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Leslie Chapman, CAO:

- Trying to finish projects that were started including the financing for the civic center building The lot has been cleared.

Note:

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

- Bringing back the cannabis item to the Board.

4. DEPARTMENT/COMMISSION REPORTS

Janet Dutcher, Finance Director:

- Friday, email from SMP, received AA- rating.
- Report isn't available to the public yet.
- Reasons: Strong management, good financial policies and practices, surpluses over the years, good level of reserves that are increasing, and liquidity.
- Negatives: pension liability is approaching \$50 million.
- She and CAO Chapman and will give an encore presentation of what was given to SMP.

Shannon Kendall, Clerk-Recorder:

- Reminder: January 1 falls on a Tuesday, the meeting will need to be cancelled.
Supervisor Gardner: Board consensus to cancel the meeting.
- November election update.

Sheriff Braun:

- Remind travelling public that Winter weather is supposed to arrive tomorrow.

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. Victim / Witness Grant Administration

Departments: District Attorney

Resolution approving and authorizing the Mono County District Attorney to participate in and administer the Victim/Witness Assistance Program which is part of the District Attorney's Victim/Witness Program and approve a budget amendment to include additional grant funds unanticipated when the FY 2018-19 budget was approved.

Action: 1. Approve Resolution R18-77, Approving the acceptance of the Victim/Witness Assistance Program grant funds and authorize the Mono County District Attorney to sign and administer the grant program.

Stump moved; Halferty seconded

Vote: 4 yes; 0 no; 1 absent

R18-77

2. Authorize the Finance Director to make budget adjustments to account for new grant funds.

Stump moved; Halferty seconded

Vote: 4 yes; 0 no; 1 absent

M18-249

B. Letter of support for the June Lake Loop Bicycle and Multi-Modal

Note:

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

Improvement Project

Departments: CDD

Letter of support for a Caltrans Adaptation Planning Grant application to develop a bicycle and multi-modal improvement plan for the June Lake Loop (SR 158).

Action: Approve and authorize the Chair to sign the letter of support for a Caltrans Adaptation Planning Grant application.

Stump moved; Halferty seconded

Vote: 4 yes; 0 no; 1 absent

M18-250

6. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Board of Supervisors Update Newsletter - July - September 2018

Newsletter of County-wide updates.

B. Lahontan Regional Water Quality Control

Notice from the Lahontan Regional Water Quality Control Board of California Environmental Quality Act public scoping Meeting on December 6, 2018, on proposed General Orders for limited domestic and small nondomestic wastewater treatment systems applicable to the Lahontan Region.

Supervisor Stump:

- When he asked to include this on correspondence, he had misread the letter to say simply water, and not wastewater.

7. REGULAR AGENDA - MORNING

A. Authorization for Sheriff Office to purchase Seven Chevy Tahoes from National Auto Fleet Group

Departments: Public Works

The Board approved the purchase of seven Chevy Tahoes at the 11.6.18 Board meeting. The Sheriff would like to purchase these vehicles through the National Auto Fleet Group (NAFG) under the master national fleet contract administered by Sourcewell (formerly known as NJPA – National Joint Powers Alliance).

Action: Authorize Sheriff's Office to purchase seven Chevy Tahoes through NAFG, with upfitting provided by West Coast Lights and Sirens.

Corless moved; Stump seconded

Vote: 4 yes; 0 no; 1 absent

M18-251

Leslie Chapman:

- Asking for a policy decision on these purchases.

Note:

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

- Requires a formal sealed bid process for anything more than \$50,001 , unless the purchasing agent finds that it's not in the public interest to have the formal sealed bid process. She isn't comfortable making that decision.
- Purchase is the same as it was last year. Contracting out to a company that does the process.

Stacey Simon, County Counsel:

- Feature of the Board's delegation to the CAO purchase ability.
- The board has not imposed the same restriction on themselves.

Supervisor Stump:

- Would like the different prices in the proposals clarified.

Sheriff Braun:

- Six vehicles would be patrol, the seventh would be an administrative vehicle, so it wouldn't need the same capacity as the others.
- Mono County is a member of Sourcewell, which has already done the bidding process.
- This is the best deal, and it will keep the vehicles consistent with the current fleet.

B. Amendment of Allocation List to Add Victim/Witness Advocate

Departments: District Attorney

(Tim Kendall) - Requesting one (1) District Attorney Victim/Witness Advocate position to be added to the Allocation List to be funded through the State's Victim Witness Program Grant.

Action: Approve Resolution R18-78, Amending the Mono County List of Allocated Positions to reflect the addition of one Victim/Witness Advocate.

Corless moved; Halferty seconded

Vote: 4 yes; 0 no; 1 absent

R18-78

Tim Kendall, District Attorney:

- Introduced item. Asking that the Board allow modification to the allocation list.
- **Supervisor Stump:** What happens to the position if the grant is not funded?
- Position would have to be eliminated.

C. License of Karpel Case Management Software

Departments: District Attorney

(Tim Kendall) - Software license with Karpel Solutions for a Case Management Software Program through the Victim/Witness Assistance Grant Program.

Action: Authorize the District Attorney to enter into a license, maintenance and support agreements with Karpel Solutions for a Case Management Software Program through the Victim/Witness Assistance Grant Program.

Halferty moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent

M18-252

Tim Kendall:

- Introduced item. Request to allow DA or County to enter agreement, and the amount is

Note:

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

- above the CAO's signing authority.
- **Supervisor Stump:** Will there be annual software updates? Will those be paid for by future V/W grants?
- One agreement is the annual maintenance, paid for by the grant.

D. Children's Medical Services Plan

Departments: Public Health

(Shelby Stockdale) - Proposed Mono County Children's Medical Services (CMS) Plan for Fiscal Year 2018-2019 with the Department of Health Care Services.

Action: Approve the Mono County Children's Medical Services (CMS) Plan for fiscal year 2018-19 and authorize the Chairman to sign the Certification Statements for California Children's Services (CCS) and Child Health and Disability Prevention (CDPH) Program.

Corless moved; Halferty seconded

Vote: 4 yes; 0 no; 1 absent

M18-253

Shelby Stockdale, Public Health Program Director:

- Introduced item. Went through presentation.

Supervisor Stump:

- Can you clarify what Federal Title 19 and Federal Title 21 are?
- **Stacey Simon:** Title 19 – Medicaid; Title 21 – State children's health insurance program. Federal law funneled through the states.

Supervisor Gardner:

- BMI Measure?
- **Shelby Stockdale:** In the process to implement a new form for providers to fill out; the new form will allow for BMI to be documented.

E. Letter to the California Public Utility Commission regarding Phone Service in Benton

Departments: CAO

(Leslie Chapman) - Letter to California Public Utilities Commission regarding telephone service in Benton.

Action: Approve letter as amended.

Stump moved; Halferty seconded

Vote: 4 yes; 0 no; 1 absent

M18-254

Supervisor Stump:

- For Benton – Hammil area.
- The point is to up the ante with the CPUC.
- Would like this to be on BOS letter head and signed by the Board chair (Board consensus).
- There has never been an update to the basic telephone system out there.
- Seniors have passed away, and the phones in the residence has not worked. So no

Note:

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

- ability to call 911.
- Internet service is extremely limited.

Supervisor Halferty:

- Thanked Supervisor Stump for bringing this to the Board.
- If the PUC cannot step up, maybe this needs to be turned over to the Attorney General.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.
Moved to Board Member Reports.

9. CLOSED SESSION at 10:15 AM

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. 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 Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Performance Evaluation - County Administrative Officer

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

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: *County of Mono v. Los Angeles Department of Water and Power et al.* (Alameda Superior Court Case No. RG18923377).

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

10. BOARD MEMBER REPORTS

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

Supervisor Corless:

- National Association of Counties Public Lands Steering Committee Call: Update on new Congress/Committee leadership; possibility of omnibus public lands bill, including infrastructure funding; NACo Legislative Conference coming up in March, registration is

Note:

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

- open and request agenda item to approve out-of-state travel to attend.
- RCRC Executive Committee: budget items approved, to be approved by full RCRC board on Dec 5; RCRC Officer position open due to election results, request BOS consideration of running for one of two open officer seats and agenda item for Dec 4 to approve Mono's delegate to RCRC board.

Supervisor Gardner:

- Was in Colorado and unable to attend meetings, so no report.

Supervisor Halferty:

- Planning Commission of November 15.
- County Counsel and Planning Director on Cannabis on November 15.
- Housing – NACo.

Supervisor Peters: *Absent.*

Supervisor Stump:

- 11-15: Phone meeting with D&S Waste to discuss post dump closure operations
- 11-19: Attended the Owens Valley Groundwater Authority meeting. Authority is working on many issues as it transitions to a regulatory Board. Finding a permanent Executive Director, whether or not to add seats to the Board, and keeping Administrative costs within budget just to name a few. I think that the Mono Board needs to hear updates periodically as regular agenda items as this process moves forward so that BOS can understand the transition and provide direction to the Board's representative if desired. The issue of additional voting Board membership could be contentious. I am not in favor of Federal, State, or City of Los Angeles agencies being given votes. I am not in favor of business groups being given votes. I am not in favor of special interest groups being given votes. The common denominator with all these is that local voters do not get to select representatives on these groups who develop policies for these groups. Regulatory boards need to be as democratic as possible. Currently all 11 participating entities are comprised of elected Boards who are represented on the OVGA by respective elected members. Any Board or member of any of these Boards can be removed during regular elections or recall votes if folks are dissatisfied with performance. Please note that special interest groups include ones whose aims I agree with as well as ones I do not. If one is allowed to be a voting member all should be. I informed the OVGA of my opinion on this at yesterday's meeting. There is a place for all the above listed entities through the Advisory Committee process as outlined in the Joint Powers Authority agreement.

ADJOURNED at 12:18 PM

Supervisor Gardner asked that everyone still remember those who have suffered from the fires up North and down South.

ATTEST

BOB GARDNER
CHAIR OF THE BOARD

Note:

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

SCHEEREN DEDMAN
SR. DEPUTY CLERK



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

Departments: Human Resources

TIME REQUIRED

SUBJECT Vacation Accrual Modification

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution permitting one additional calendar year to use excess vacation balances accumulated during furloughs.

RECOMMENDED ACTION:

Adopt proposed resolution R18-____, waiving the December 31, 2018 deadline for County employees to use excess vacation accrual. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Dave Butters

PHONE/EMAIL: 760 932 5413 / dbutters@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Reort_Vacation Accrual Modification
Resolution_Vacation Accrual Modification

History

Time	Who	Approval
12/13/2018 4:47 PM	County Administrative Office	Yes
12/13/2018 5:01 PM	County Counsel	Yes

12/13/2018 12:50 PM

Finance

Yes



County of Mono

County Administrative Office

Dave Butters

Human Resources Director

Leslie L. Chapman

County Administrative Officer

Jay Sloane

Risk Manager

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: December 10, 2018

Subject: Extending Deadline for Using Accrued Vacation

Recommendation:

Approve resolution permitting excess accrued vacation to be used by 12/31/2019.

Background:

In 2014, as a result of the economic challenges facing Mono County, the MCPE, Deputy Sheriff's Association, Sheriff's Management and Probation MOUs were negotiated with a provision requiring furloughs in 2 consecutive fiscal years (FY 2014/2015 and 2015/2016). Some At-Will employees also took furloughs during this time period.

During the furlough period employees had no cap on vacation accrual and could not sell vacation for any monetary value. The rules in place during the furlough period resulted in numerous employees accruing more than their normal limit.

The normal vacation accrual cap prior to the furloughs was two and one half the employee's annual accrual amount. This meant that if an employee had greater than two and one half their accrual amount on December 31st of any year, they would cease accruing additional vacation on January 1 of the next calendar year, and accrual would not resume until their leave balance fell back below the limit.

The MOUs currently in effect for MCPE, the Deputy Sheriffs' Association, the Sheriff's Management Association and Probation and the Management Benefits Policy currently in effect for management level officers and employees specify that vacation balances should be below the accrual cap by year end or the employee will not accrue additional vacation. We would like to waive the requirement for using the excess vacation for 2018, and instead freeze accruals effective December 31, 2019. We believe this is appropriate for the following reasons:

- Employees may not be aware they are over the accrual limit and it could negatively impact morale if someone were to cease earning vacation and felt they were caught by surprise. To remedy this, we will communicate with everyone currently over their limit and make clear it is their responsibility to monitor their balances and use their vacation leave by December 31, 2019.
- It is currently a time-consuming manual process to identify employees over their limit due to the various accrual rates and the need for an individual manual calculation on each employee. To

correct this issue, we are in the process of negotiating a fixed hour vacation cap for each bargaining unit as new MOU's are negotiated. This will permit us to look at the payroll vacation accrual report and easily recognize who is within their accrual cap without the need for an individual manual calculation.

Fiscal Impact:

There is no fiscal impact to this action.



R18-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
WAIVING DECEMBER 31, 2018 DEADLINE FOR COUNTY EMPLOYEES
TO USE EXCESS VACATION ACCRUAL**

WHEREAS, Mono County employees render valuable services for the County of Mono;
and

WHEREAS, in about 2014, as a result of the economic challenges facing Mono County,
various County employees took mandatory furloughs; and

WHEREAS, during the furlough period, employees had no cap on vacation accrual and
could not sell vacation time for any monetary value, resulting in numerous County employees
accruing more than their normal limit of vacation time; and

WHEREAS, the normal vacation accrual cap prior to the 2014 furloughs was two and
one half times the employee's annual accrual amount; this meant that an employee with more
than two and one half times their annual accrual amount on December 31st of any year would
cease accruing additional vacation on January 1 of the next calendar year; and

WHEREAS, many County employees will cease accruing vacation leave unless their
vacation leave accrual balance is less than two and one half times their annual accrual amount by
December 31, 2018, and will only be able to accrue additional vacation leave once their vacation
accrual balance is below that limit; and

1 **WHEREAS**, many County employees may not be aware that they have vacation accrual
2 balances that exceed the accrual limit and it would likely negatively impact morale if an
3 employee ceased earning vacation and felt they were caught by surprise; and
4

5 **WHEREAS**, it is currently a time-consuming manual administrative process to identify
6 employees who have exceeded their vacation accrual limit due to the various accrual rates
7 applicable to different employees and the need for County personnel to prepare a separate,
8 individual manual accrual calculation for each employee; and
9

10 **WHEREAS**, permitting County employees to have one additional year, until December
11 31, 2019, to use excess accrued vacation serves the best interests of the County by enabling
12 employees and the County an additional reasonable period of time to monitor and accurately
13 report on vacation balances and by furthering the important interest of supporting employee
14 morale; and
15

16 **WHEREAS**, the Board of Supervisors desires to extend the current December 31, 2018,
17 deadline for employees to use excess vacation accrual by one year to December 31, 2019.
18

19 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
20 **MONO RESOLVES** that:
21

22 The Memoranda of Understanding now in effect as to the Mono County Public
23 Employees Bargaining Unit, the Mono County Deputy Sheriffs' Association, the Mono County
24 Sheriff's Management Association, and the Mono County Probation Officers Unit and the Mono
25 County Policy Regarding Benefits of Management-Level Officers and Employees are hereby
26 amended to the effect that the requirement that employees' vacation accrual balances not exceed
27 two and one half times their annual accrual limit by December 31, 2018 is waived and that
28

29 ///
30

31 ///
32

1 vacation leave accruals instead be frozen effective December 31, 2019 if they exceed the accrual
2 limit on that date.

3
4 **PASSED, APPROVED and ADOPTED** this _____ day of December 2018, by the
5 following vote, to wit:

6
7 **AYES:**

8 **NOES:**

9 **ABSENT:**

10 **ABSTAIN:**

11
12
13 _____
14 Bob Gardner, Chair
Mono County Board of Supervisors

15 **ATTEST:**

16 **APPROVED AS TO FORM:**

17
18
19 _____
20 Clerk of the Board

21
22
23 _____
24 County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

Departments: Public Works - Solid Waste

TIME REQUIRED

SUBJECT Extend Existing Agreement with SWT Engineering, Inc. for the Provision of Landfill Permitting and Engineering Services on an As-Needed Basis

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract amendment with SWT Engineering, Inc. pertaining to Landfill Permitting and Engineering Services on an As-Needed Basis extending the contract term and increasing the contract limit for necessary landfill closure/post-closure services.

RECOMMENDED ACTION:

Authorize CAO, on behalf of the County, to enter into and execute Agreement and Third Amendment to Agreement Between County of Mono and SWT Engineering, Inc. for the Provision of Landfill Permitting and Engineering Services on an As-Needed Basis, which will amend the contract term to end in December 2019 and increase the contract limit to \$260,000.

FISCAL IMPACT:

The Third Amendment will increase the contract limit by \$60,000 from \$200,000 to \$260,000 (with a not to exceed limit of \$60,000 in any 12-month period), although it is not expected that the full contract limit will be needed to complete the work and services. Funds for engineering services have been budgeted for this fiscal year within the Solid Waste Enterprise Fund.

CONTACT NAME: Justin Nalder

PHONE/EMAIL: 760-932-5453 / jnalder@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report re SWT Third Amendment
Agreement and Third Amendment to Agreement with SWT

History

Time	Who	Approval
12/13/2018 4:53 PM	County Administrative Office	Yes
12/12/2018 10:37 AM	County Counsel	Yes
12/13/2018 12:54 PM	Finance	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 • www.monocounty.ca.gov

To: Honorable Chair and Members of the Board of Supervisors

From: Justin Nalder, Solid Waste Superintendent

Date: December 18, 2018

Subject: Extend Existing Agreement with SWT Engineering, Inc. for the Provision of Landfill Permitting and Engineering Services on an As-Needed Basis

Recommended Action

Authorize CAO, on behalf of the County, to enter into and execute Agreement and Third Amendment to Agreement Between County of Mono and SWT Engineering, Inc. for the Provision of Landfill Permitting and Engineering Services on an As-Needed Basis, which will amend the contract term to end in December 2019 and increase the contract limit to \$260,000.

Fiscal Impact

The Third Amendment will increase the contract limit by \$60,000 from \$200,000 to \$260,000 (with a not to exceed limit of \$60,000 in any 12-month period), although it is not expected that the full contract limit will be needed to complete the work and services. Funds for engineering services have been budgeted for this fiscal year within the Solid Waste Enterprise Fund.

Discussion

As a requirement of California Code of Regulations, Title 27, the County must prepare a Final Closure and Post Closure Maintenance Plan (FCPCMP) for Benton Crossing Landfill to be approved by regulatory agencies in order to close the Benton Crossing Landfill. These agencies include the Integrated Waste Management Board, the Water Quality Control Board, the Air Quality Control Board, and Los Angeles Department of Water and Power.

SWT Engineering, Inc. has been the contractor responsible for drafting the County's FCPCMP for Benton Crossing Landfill. There are many technical sections within FCPCMP which have taken a significant amount of time and effort to complete, including Environmental Control and Monitoring Systems, Closure Construction Plan, Post-Closure Maintenance Plan, Emergency Response Plan, Financial Assurances and Cost Calculations. An initial draft has been completed and submitted to the reviewing agencies for comment. The County must address and respond to comments it receives on the FCPCMP from the reviewing agencies before the FCPCMP can be re-submitted for final approval. Given SWT's continued involvement in this effort, it is in the best interest of the County to enter into the Third Amendment with SWT – rather than a new contractor or consultant without the necessary knowledge and experience – to ensure SWT continues to bring its institutional knowledge and experience of the FCPCMP and the Benton Crossing Landfill gained under the original agreement and subsequent amendments to bare on the County's responsibility to respond to reviewing agencies' comments.

[CONTINUED ON NEXT PAGE]



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 • www.monocounty.ca.gov

If you have any questions regarding this item, please contact me at (760) 932-5453 or jnalder@mono.ca.gov.

Respectfully submitted,

Justin Nalder
Solid Waste Superintendent

AGREEMENT AND THIRD AMENDMENT TO AGREEMENT BETWEEN COUNTY OF MONO AND SWT ENGINEERING, INC. FOR THE PROVISION OF LANDFILL PERMITTING AND ENGINEERING SERVICES ON AN AS-NEEDED BASIS

This AGREEMENT AND THIRD AMENDMENT (collectively, “Third Amendment”) to the AGREEMENT BETWEEN THE COUNTY OF MONO AND SWT ENGINEERING, INC. FOR THE PROVISION OF LANDFILL PERMITTING AND ENGINEERING SERVICES ON AN AS-NEEDED BASIS (“Original Agreement”) is entered into on or about January 1, 2019, by and between the County of Mono (“County”), a political subdivision of the State of California, and SWT Engineering, Inc., of Ontario, California (“Contractor”), for the purpose of amending the Original Agreement and all amendments thereto. Hereinafter, County and Contractor may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. On or about September 16, 2013, the Parties entered into the Original Agreement, which included a term beginning August 15, 2013, and ending June 30, 2015.

B. Thereafter, on or about June 29, 2015, the Parties entered into the AGREEMENT AND FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF MONO AND SWT ENGINEERING, INC. FOR THE PROVISION OF LANDFILL PERMITTING AND ENGINEERING SERVICES ON AN AS-NEEDED BASIS (“First Amendment”), for the purposes of amending the Original Agreement (i) to extend its term until June 30, 2017; (ii) to increase the Contract Limit provided in the Paragraph 3.D of the Original Agreement to Two Hundred Thousand dollars (\$200,000.00) but not to exceed Sixty Thousand dollars (\$60,000.00) in any twelve month period; and (iii) to update Contractor’s schedule of fees and services.

C. Thereafter, on or about June 29, 2017, the Parties entered into the AGREEMENT AND SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF MONO AND SWT ENGINEERING, INC. FOR THE PROVISION OF LANDFILL PERMITTING AND ENGINEERING SERVICES ON AN AS-NEEDED BASIS (“Second Amendment”), for the purpose of amending the Original Agreement, as amended by the First Amendment, to extend its term until June 30, 2018.

D. County has been satisfied with the services performed by Contractor under the Original Agreement and all amendments thereto, and continues to have the need for Contractor’s landfill permitting and engineering services, including but not limited to responding to comments County has received from regulatory agencies on its Final Closure Post Closure Maintenance Plan for Benton Crossing Landfill.

E. In light of the foregoing, the Parties wish to extend the term and Contract Limit of the Original Agreement (as amended by the First Amendment and the Second Amendment).

NOW, THEREFORE, the Parties agree as follows:

1. The term of the Original Agreement, as amended by the First Amendment and the Second Amendment, shall be extended until December 31, 2019, unless sooner terminated as provided in the Original Agreement.
2. Paragraph 3.D of the Original Agreement, as amended by the First Amendment, shall be replaced in its entirety with the following language:

Neither the total sum of all payments made by the County to Contractor for services and work performed under this Agreement, nor the total sum of all payments made by the County to Contractor for services and work performed pursuant to any Scope of Work Letter, shall exceed Two Hundred Sixty Thousand dollars (\$260,000.00) (hereinafter, the "Contract Limit"). In no case shall payments exceed Sixty Thousand dollars (\$60,000.00) in any 12-month period unless otherwise authorized and approved by the Board of Supervisors. The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the Contract Limit.

3. Attachment B (Schedule of Fees) to the Original Agreement, as amended by the First Amendment (i.e., Attachment B-1) and the Second Amendment (i.e., Attachment B-2), shall be replaced in its entirety with Attachment B-3, attached hereto and incorporated herein by this reference.
4. All other provisions of the Original Agreement, as amended by the First Amendment and the Second Amendment, not herein modified shall remain in full force and effect.
5. This Third Amendment may be executed in two (2) or more counterparts (including electronic transmission), each of which shall be deemed an original and all of which taken together shall constitute one and the same written instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS OF THE FOREGOING, THE PARTIES HAVE SIGNED THIS THIRD AMENDMENT THROUGH THEIR DULY- AUTHORIZED REPERESNTATIVES AS SET FORTH BELOW:

COUNTY OF MONO

By: _____

Name: _____

Dated: _____

CONTRACTOR

By: _____

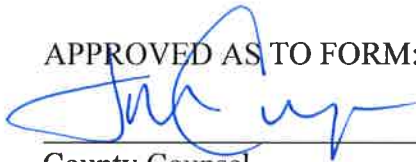
Name: _____

Dated: _____

SWT Engineering, Inc.

Taxpayer ID:

APPROVED AS TO FORM:



County Counsel

11/27/18

APPROVED BY RISK MANAGEMENT:

Risk Manager



FEE SCHEDULE-2019

<u>Staff Classification</u>	<u>Hourly Rate</u>
Clerk.....	\$62
Technician.....	\$74
CADD Operator	\$94
Planner I.....	\$94
Administrative Assistant	\$94
Engineering Technician.....	\$94
Planner II.....	\$110
Engineer I.....	\$118
Project Coordinator	\$126
Engineer II\Designer	\$142
Engineer III\Senior Designer	\$159
Senior Planner.....	\$160
Construction Manager	\$160
Project Engineer	\$173
Project Manager.....	\$197
Principal Planner	\$236
Principal Engineer	\$236
Principal.....	\$246

Overtime premium, if appropriate, will be invoiced at 50 percent of above rates.

Reimbursable charges (reproduction, courier charges, miscellaneous in-house expenses.) are invoiced at 5 percent of total labor charges, not requiring a breakdown (as approved by the client).

Other reimbursable charges are invoiced as follows:

Mileage	Federal Rate
Vehicle	\$64\Day
Subconsultants/Outside Services	Cost +15 percent
Outside Out-of-Pocket Expenses	Cost + 15 percent
Per Diem for Living Expenses	Federal Rate

Any non-recurring project specific charges not listed above will be invoiced at Cost + 15 percent, or as negotiated in the contract.

Fee Schedule effective through December 31, 2019



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

Departments: Public Works - Solid Waste

TIME REQUIRED

SUBJECT Amendment to Primary Franchise Agreement with D&S Waste Removal and Mammoth Disposal Company for Collection of Solid Waste

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Subsequent to the Board's approval in August 2018 of two primary franchise agreements with D&S Waste Removal, Inc. and Mammoth Disposal Company for the collection of solid waste from residential and commercial customers in unincorporated parts of the County, franchisees requested the agreements be revised (1) to remove certain remedies whereby the County may take control of franchisees' services assets in the event of default, and (2) to increase certain waste collection rates.

RECOMMENDED ACTION:

Review amendments to the two Primary Solid Waste Franchise Agreements originally entered into between the County and D&S Waste Removal, Inc. and Mammoth Disposal Company on August 21, 2018; provide any direction to staff; approve the revised Primary Solid Waste Franchise Agreements with D&S Waste Removal, Inc. and Mammoth Disposal Company.

FISCAL IMPACT:

Franchise fees paid to the County are expected to increase by approximately \$2,700 annually. Increased fees will be deposited into the Solid Waste Enterprise Fund.

CONTACT NAME: Justin Nalder

PHONE/EMAIL: 760-932-5453 / jnalder@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report for Amendments to Primary Franchise Agreements
Franchise Agreement with Mammoth Disposal Company
Franchise Agreements with D&S Waste Removal, Inc.

History

Time	Who	Approval
12/13/2018 4:50 PM	County Administrative Office	Yes
12/11/2018 4:39 PM	County Counsel	Yes
12/13/2018 1:01 PM	Finance	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 • www.monocounty.ca.gov

Date: December 18, 2018
To: Honorable Chair and Members of the Board of Supervisors
From: Justin Nalder, Solid Waste Superintendent
Subject: Amendment to Primary Franchise Agreement for Collection of Solid Waste

RECOMMENDED ACTION

Review amendments to the two Primary Solid Waste Franchise Agreements originally entered into between the County and D&S Waste Removal, Inc. and Mammoth Disposal Company on August 21, 2018; provide any direction to staff; approve the revised Primary Solid Waste Franchise Agreements with D&S Waste Removal, Inc. and Mammoth Disposal Company.

FISCAL IMPACT

Franchise fees paid to the County are expected to increase by approximately \$2,700 annually. Increased fees will be deposited into the Solid Waste Enterprise Fund.

DISCUSSION

Subsequent to the Board's approval in August 2018 of two primary franchise agreements with D&S Waste Removal, Inc. and Mammoth Disposal Company for the collection of solid waste from residential and commercial customers in unincorporated parts of the County, franchisees requested the agreements be revised (1) to remove certain remedies whereby the County may take control of franchisees' services assets in the event of default, and (2) to increase certain waste collection rates.

1. **Removal of Remedy Entitling County to Take Possession of Franchisees' Service Assets**

According to franchisee(s), the remedy that entitled the County to take possession and use franchisees' services assets to perform franchisee services in the event of a default by franchisee was either an uninsurable contract provision or would have resulted in prohibitive insurance rates. Accordingly, despite franchisee(s)'s late request, Solid Waste staff accommodated franchisee(s)'s request and remove the provision entitling the County to take possession of franchisee(s) service assets. Notwithstanding the County amending the agreements to remove this provision/remedy, the franchisee agreements continue to include several remedies that will allow the County to continue to provide solid waste collection and disposal services in the unincorporated part of the County, or contract for such services, in the event of franchisee(s)'s default and the County's decisions to terminate the franchise(s) and franchise agreement(s).

2. **Adjustment of Service Floor Fee Rates**

Also following the Board's approval of the franchisee agreements in August 2018, Mammoth Disposal Company contacted the Solid Waste Division to request that the franchise agreements be amended to include increased services floor rates. According to Mammoth Disposal Company, the revised floor rates were necessary to reflect certain adjustments that franchisees might otherwise have been entitled to under the previous franchise agreements. These adjustments to services fee floors are intended to address recent inflation. Under the previous franchisee agreements, the Board last approved a 1.46% increase to services fee floors according to the Consumer Price Index

(CPI)/Producer Price Index (PPI) in December 2015 for the 2016 calendar year. Under the previous and current franchise agreements, services floor rates may be increased or decreased annually according to the CPI/PPI.

If the Board approves the requested adjustment, service floor rates would be automatically set at the rates specified in Exhibit 13.01a of the revised franchise agreements. These adjusted services fee floor rates amount to approximately a five percent (5%) increase over what was included in the agreements approved by the Board in August 2018.

Customers will likely see a rate increase as a result of this action. The Solid Waste Divisions understands that all customers of both Mammoth Disposal Company and D&S Waste Removal, Inc. are currently charged the minimum fees allowable under the franchise agreements. The Solid Waste Division anticipates that franchisees will communicate the increased service floor rates and the reasons therefor to their respective customers by including notice and explanation in customers' billing statements.

The proposed service floor fee rate adjustment will not result in an expense to the County, and should result in a slight increase of franchise fee revenues paid to the County by franchisees. All such fee revenues will be deposited into the County's Solid Waste Enterprise Fund.

It is not known why these requests have come in *after* the Board's recent review and approval of franchisee agreements in August 2018. Nevertheless, all revisions proposed have been vetted by County staff and, if approved by the Board, will result in the execution of new franchise agreements with both D&S Waste Removal, Inc. and Mammoth Disposal Company that will supersede (in their entirety) the franchise agreements approved by the Board in August 2018. In addition, the two franchise agreements are identical, such that both agreements will include the above-discussed amendments.

If you have any questions regarding this item, please contact me at 760.932.5453 or by email at inalder@mono.ca.gov.

Respectfully submitted,



Justin Nalder
Solid Waste Superintendent

Attachments: Primary Franchise Agreement Between Mono County and D&S Waste Removal, Inc. for Collection of Solid Waste from Residential and Commercial Customers in Unincorporated Mono County
Primary Franchise Agreement Between Mono County and Mammoth Disposal Company for Collection of Solid Waste from Residential and Commercial Customers in Unincorporated Mono County
October 1, 2018 Adjustment Request from Mammoth Disposal
CPI / PPI Worksheet
Existing Exhibit 13.01a
Draft Revised Exhibit 13.01a

PRIMARY FRANCHISE AGREEMENT

BETWEEN COUNTY OF MONO

AND

MAMMOTH DISPOSAL COMPANY

FOR COLLECTION OF SOLID WASTE

FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS

IN UNINCORPORATED MONO COUNTY

DECEMBER 2018

This page intentionally left blank.

TABLE OF CONTENTS

ARTICLE 1.	DEFINITIONS AND CONTRACT INTERPRETATION	2
1.01	Definitions.....	2
1.02	Interpretation and Construction.	2
1.03	Integration	2
1.04	Severability	3
1.05	Interpretation.....	3
1.06	Timely Performance.....	4
ARTICLE 2.	FRANCHISEE’S REPRESENTATIONS AND WARRANTIES	4
2.01	Franchisee	4
ARTICLE 3.	TERM OF AGREEMENT.....	4
3.01	Term.....	4
3.02	Survival of Certain Provisions.....	5
ARTICLE 4.	COLLECTION	5
4.01	Scope of Basic Franchise Services	5
4.02	Pickup of Excess and Bulky Waste	10
4.03	Service Standards.....	10
4.04	Service Exceptions.....	11
4.05	Customer Service	13
4.06	Public Education and Community Relations.....	13
4.07	Customers’ Privacy.....	14
4.08	No Discrimination.....	15
4.09	Franchisee Billing.....	15
4.10	Description of Customers’ Rights.....	16
4.11	Customer Satisfaction Survey.....	16
4.12	Public Performance Review.....	17
4.13	Enforcement of Franchise.....	17
ARTICLE 5.	OPERATIONS.....	17
5.01	Routing.....	17
5.02	Vehicles, Service Assets, and Drivers.	18
5.03	Public Resources Code Section 49520.	19
5.04	Personnel.....	20
5.05	Contingency Plan.....	20
5.06	Unpermitted Waste.	20
5.07	Annual Meetings.....	21
ARTICLE 6.	DIVERSION.....	21
6.01	Diversion Reporting.....	21

6.02	Additional Programs.....	22
ARTICLE 7. SOLID WASTE DISPOSAL.....		22
7.01	Transportation to Designated Disposal Facility.....	22
7.02	Defense and Indemnification; Release.....	24
7.03	Disposal Fees.....	26
ARTICLE 8. MISCELLANEOUS SERVICE PROVISIONS.....		26
8.01	Emergency Services.....	26
8.02	Title to Solid Waste.....	26
8.03	Compliance with Applicable Law.....	26
8.04	Cooperation with Waste Studies.....	28
8.05	Service Materials Belong to County.....	28
8.06	Recycled Materials.....	28
8.07	Responsiveness to County.....	28
8.08	Commingling of Waste.....	28
ARTICLE 9. DISPUTE RESOLUTION BY INDEPENDENT EXPERT.....		29
9.01	Independent Expert.....	29
ARTICLE 10. RECORDS AND REPORTING.....		30
10.01	Records.....	30
10.02	Reporting.....	31
10.03	Financial Records and Reports.....	31
10.04	Proprietary Reports and Records.....	32
ARTICLE 11. INSURANCE, INDEMNIFICATION AND PERFORMANCE ASSURANCES.....		33
11.01	Insurance.....	33
11.02	Franchisee Defense and Indemnification.....	34
11.03	Letter of Credit.....	35
ARTICLE 12. CRIMINAL ACTIVITY.....		35
12.01	Criminal Activity.....	35
ARTICLE 13. SERVICE FEES.....		37
13.01	Service Fees. Franchisee understands and acknowledges, as follows:.....	37
13.02	Fees Payable by Franchisee.....	40
13.03	Payment of Moneys Due County.....	42
13.04	Fee Disputes.....	42
ARTICLE 14. BREACHES, DEFAULTS, DAMAGES, AND OTHER REMEDIES.....		42
14.01	Certain Breaches and Damages.....	42

14.02	Remedies Upon Default.....	44
14.03	Remedies Not Exclusive.....	45
14.04	Waivers.....	45
14.05	Jurisdiction; Venue.....	46
14.06	Costs...46	
14.07	Assurance of Performance.....	46
14.08	County Right to Perform Franchise Services.....	47
ARTICLE 15..... FRANCHISEE’S OBLIGATIONS UPON EXPIRATION OR TERMINATION.....		47
15.01	Pay Outstanding Amounts.....	47
15.02	Cooperation During Transition.....	48
ARTICLE 16. THE PARTIES.....		48
16.01	Franchisee is Independent Contractor.....	48
16.02	Parties in Interest.....	48
16.03	Binding on Successors.....	49
16.04	Further Assurances.....	49
16.05	Actions of County in Its Governmental Capacity.....	49
16.06	Franchisee’s Obligations Performed at Its Sole Expense.....	49
16.07	Parties’ Representatives.....	49
16.08	Due Diligence.....	50
16.09	Subcontracting.....	50
16.10	No Use of County Name.....	50
ARTICLE 17. ASSIGNMENT AND AMENDMENTS.....		51
17.01	Assignment.....	51
17.02	Amendments.....	52
ARTICLE 18. NOTICES, CONSENTS, APPROVALS, ETC.....		52
18.01	Notices.....	52
18.02	Consents and Approvals.....	53
18.03	Exercise of Discretion by County.....	53
ARTICLE 19. EXECUTION OF AGREEMENT.....		54
19.01	Authority to Execute.....	54

EXHIBITS

EXHIBIT R-1: FINDINGS REGARDING DESIGNATED DISPOSAL FACILITY	i
EXHIBIT 1.01: DEFINITIONS.....	iv
EXHIBIT 2.01: FRANCHISEE’S REPRESENTATIONS AND WARRANTIES	xiv
EXHIBIT 4.01a: SERVICE AREA	xvi
EXHIBIT 4.05e: CUSTOMER COMPLAINT AND BILLING DISPUTE RESOLUTION PROTOCOL	xvii
EXHIBIT 5.02g: SERVICE ASSET INVENTORY	xviii
EXHIBIT 5.06: UNPERMITTED WASTE SCREENING PROTOCOL.....	xix
EXHIBIT 7.01b: CAPACITY FEES	xxi
EXHIBIT 10.01a: RECORDS	xxii
EXHIBIT 10.02a: QUARTERLY REPORTS	xxiv
EXHIBIT 10.02b: ANNUAL REPORTS	xxvi
EXHIBIT 12.01e(2): FRANCHISEE OR ANY OF ITS CONTRACT MANAGERS	xxx
EXHIBIT 13.01a: SERVICE FEE FLOORS	xxxii
EXHIBIT 14.01: COMPENSATORY AND LIQUIDATED DAMAGES	xxxiii
EXHIBIT 16.09: COUNTY-APPROVED SUBCONTRACTORS	xxxiv

This Agreement (“**Agreement**”) is made and entered into by and between County of Mono, a political subdivision of the State of California (the “**County**”), and Mammoth Disposal Company, a California corporation operating primarily out of Mammoth Lakes, California (the “**Franchisee**”), on the later date of execution by the Parties indicated on the execution page of this Agreement. Hereinafter, the Parties may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS

1. County is responsible for protection of public health and the environment. County is not only authorized but is required to provide solid waste handling services to its citizens under the provisions of the California Integrated Waste Management Act (the “**Act**”), which is set forth in the California Public Resources Code at Section 40000 *et seq.*, including source reduction, recycling, composting, and the collection, transfer and disposal of solid waste within the unincorporated County area.

2. County is liable for its solid waste. County, not any waste hauler, is liable to the State under the Act for any fines up to \$10,000 per day levied for noncompliance with the Act. Local public agencies like County have also generally been held liable under federal Superfund laws for the costs of cleaning up Hazardous and Unpermitted Waste sites that accepted solid waste generated within the jurisdiction of the local public agency. Therefore, County is prudent to provide for terms and conditions of its solid waste processing and disposal in accordance with this Agreement.

3. It is necessary to require Franchisee to deliver solid waste to a solid waste facility owned by County or pay Capacity Fees therefore. In view of the findings contained in Exhibit R-1 to this Agreement, County has determined that in order to sustain its solid waste program, minimize its risk of liability for waste generated within its borders, and continue to provide beneficial solid waste services to its residents and to visitors to the area, it is necessary to require that solid waste collected by franchisees be delivered to a solid waste facility owned and/or operated by County or, in those limited circumstances when it is not feasible to do so, to require that Capacity Fees be paid.

NOW, THEREFORE, in consideration of the mutual promises, covenants, guaranties, and conditions contained in this Agreement and for other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS AND CONTRACT INTERPRETATION

1.01 Definitions.

In this Agreement words have the meanings defined in Exhibit 1.01, which controls in the event of any conflict with the definitions used in the preamble and recitals above.

1.02 Interpretation and Construction.

a. Gender and Plurality. Words of the masculine gender include correlative words of the feminine and neuter genders, and vice versa. Words importing the singular number include the plural number, and vice versa, unless the context demands otherwise.

b. Headings, Font. Any captions or headings following the Article, Exhibit, Section, subsection, and paragraph numbers and preceding the operative text of this Agreement are for convenience of reference only and do not control or affect the scope, intent, meaning, construction, interpretation or effect of this Agreement. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and contract administration only and does not imply relative importance or unimportance of any provision of this Agreement.

c. References to Parts. References to Sections and Articles refer to Sections and Articles of this Agreement, unless specified otherwise. References to Exhibits refer to Exhibits attached to this Agreement. Reference to “subsections” refers to the subsection contained in the same Section in which the reference occurs, unless otherwise provided.

d. Examples. Examples are for purpose of illustration only. If any example is ambiguous or is inconsistent or conflicts with the text that it illustrates, then the text shall govern.

e. Specifics No Limitation on Generalities. The mention of any specific duty or liability imposed upon the Franchisee may not be construed as a limitation or restriction of any general liability or duty imposed upon the Franchisee by this Agreement or Applicable Law.

f. Exhibits. The Exhibits to this Agreement are part of this Agreement to the same extent and effect as if included in the text of Articles 1 through 19.

1.03 Integration.

This Agreement contains the entire agreement between the Parties with respect to the rights and responsibilities of the Parties under this Agreement, including the enforcement and administration of this Agreement. This Agreement completely and fully supersedes all prior agreements and understandings between the Parties with respect to their rights and responsibilities, including those contained in Procurement Proceedings.

1.04 Severability.

a. Substitute Provision. If any clause, sentence, provision, subsection, Section or Article of this Agreement (an “**Agreement Provision**”) is ruled unconstitutional, illegal, invalid, non-binding, or unenforceable by any court of competent jurisdiction, then the Parties will:

- (1) promptly meet and negotiate a substitute for the Agreement Provision and any related amendments, deletions, or additions to other provisions of this Agreement that together effect the Parties’ original intent to the greatest extent allowable under Applicable Law; and
- (2) if necessary or desirable to accomplish the purpose of Subsection (a)(1), apply to the court that declared that invalidity for a judicial construction of the substituted Agreement Provision and any amendments, deletions, or additions to this Agreement.

Franchisee will pay County half of the actual costs of any application within twenty (20) days of certified receipt of County’s request.

b. Remaining Provisions. Except as provided in Subsection (c), the unconstitutionality, illegality, invalidity, non-binding nature, or unenforceability of any Agreement Provision will not affect any of the remaining provisions of this Agreement.

c. Exception. If any Agreement Provision with respect to County’s direction of Solid Waste to a Designated Disposal Site, including Section 7.01, is ruled unconstitutional, illegal, invalid, non-binding, or unenforceable by any court of competent jurisdiction, then County may in its sole discretion either:

- (1) sever that Agreement Provision and construe and enforce this Agreement in accordance with this Section 1.04; or
- (2) sever that Agreement Provision and, unless Franchisee is complying with that Agreement Provision in actual practice, terminate this Agreement in accordance with Section 14.02(a)(1); or
- (3) accept the ruling without severing that Agreement Provision.

1.05 Interpretation.

This Agreement must be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting. Franchisee acknowledges that it determined to participate in the procurement of this Agreement upon its own choice and initiative and during the course of that procurement County met and conferred with Franchisee and solicited Franchisee’s comments, exceptions, and proposals with respect to provisions in the Agreement. The Parties have negotiated this Agreement at arms length and with

advice of their respective attorneys, and no provision herein is construed against County solely because it prepared this Agreement in its executed form.

1.06 Timely Performance

a. Specified Days on Weekdays.

- (1) **Performance.** Where this Agreement requires that an obligation be performed within a specified number of days, if the last day falls on a weekend or holiday, the obligated Party may perform that obligation on the next weekday following the weekend or holiday. *For example, if Franchisee must provide documentation to County within 2 days of County request on a Friday, Franchisee must give County the documentation by the following Monday.*
- (2) **Counting.** Each calendar day is counted when determining the last day of the specified number of days. *For example, if Franchisee must provide documentation to County within one week of County's request on a Friday, Franchisee must give County the documentation by the next Friday.*

b. Specified Hours on Any Day. Where this Agreement requires that an obligation be performed at a specified time, in any of the following events the obligated Party must perform that obligation within the specified time, *even if* the time for performance falls on a weekend or holiday:

- (1) the specified time is measured in hours;
- (2) County specifies the time (*for example, on a Saturday even though performance would otherwise occur on Monday*); or
- (3) County determines that there is a threat to public health or safety.

ARTICLE 2. FRANCHISEE'S REPRESENTATIONS AND WARRANTIES

2.01 Franchisee.

Franchisee represents and warrants as contained in Exhibit 2.01.

ARTICLE 3. TERM OF AGREEMENT

3.01 Term.

a. Term. The Term of the Agreement commences on the Commencement Date and expires on December 31, 2022, unless terminated earlier in accordance with Section 14.02(a)(1).

b. Optional County Extension Right. County may in its sole discretion extend the Term for up to two (2) additional years commencing on the expiration date provided in Subsection (a) by Notice to Franchisee no later than (i) September 30, 2022 or (ii) another date agreed to by the Parties.

3.02 Survival of Certain Provisions.

The following provisions shall survive the Term:

- (1) all representations and warranties;
- (2) all Indemnities;
- (3) obligations to pay any County Payment Obligations;
- (4) obligations to submit Records and reports, including the final Annual Report; and
- (5) any other rights and obligations of the Parties stated to survive the Term.

ARTICLE 4. COLLECTION

4.01 Scope of Basic Franchise Services.

a. Service Area and Exclusive Franchised Services. County grants Franchisee the franchise, right, and privilege to offer to provide Franchise Services to Customers within the Franchise Area, so long as Franchisee is at all times ready, willing, and able to provide Franchise Services and is fully and timely satisfying its Performance Obligations. Franchisee accepts that franchise, right, and privilege in accordance with this Agreement.

b. Limitations on Right to Provide Franchise Services. Franchisee's franchise, right, and privilege to provide Franchise Services is limited. Pursuant to the Mono County Code, County may authorize up to one other Person, in addition to Franchisee, to provide Solid Waste services substantially similar to Franchise Services within the Franchise Area. Additionally, Persons, including both the owners or occupants of premises and persons performing services at premises, may themselves transport and dispose of Solid Waste and C&D Waste that they generate in the use and occupancy of those premises or as a by-product of services performed at those premises themselves. For example, landscapers, gardeners, or construction contractors or demolition contractors may collect and transport Yard Waste and C&D Waste they generate in the course of performing their services in dump trucks, end dumps, flatbed trucks, or similar vehicles. Also, owners and occupants of a premises may transport and dispose of Solid Waste that they generate on their own premises. This Section 4.01(b) does not authorize owners or occupants of premises or persons performing services at premises to hire a third party (other than a Franchisee) to transport and dispose of such Solid Waste.

County may contract with Franchisee or with Persons other than Franchisee for Unpermitted Waste collection, transportation, disposal, processing and/or diversion services.

c. Regularly-Scheduled Franchise Services.

1. Residential Solid Waste.

(i) **Collection.** Franchisee will continue to collect all Solid Waste set out by Persons who are existing customers of Franchisee as of the Commencement Date at the Residential Set-out Site of Residential premises located within the Franchise Area. Franchisee will commence collecting all Solid Waste set out at the Residential Set-out Site of Residential premises located in the Franchise Area within seven (7) days of any Person's request for Collection Service at that premise.

(ii) **Cancellation of Services.** Upon oral or written direction of any existing or new Residential Customer, Franchisee will cease providing Franchise Service immediately or at any other time specified by that Person, without penalty, and refund any pre-paid Service Fees in accordance with Section 4.09(b). Franchisee will notify Customers of cancellation rights, as required by Section 4.10.

(iii) **Containers.** Franchisee will provide all Residential Customers located within the Franchise Area with one (1) or more Carts for the deposit of Solid Waste or Recyclables having nominal capacities of either 35, 64, or 95/96 gallons (or at Customer's request a Bear Cart) ("**Residential Containers**") or, at Customer's request, with a Bin. Franchisee must provide Residential Containers that are clean, water tight, constructed of a material of suitable strength and durability (such as heavy plastic), bear resistant to the satisfaction of County, and tight sealed. Franchisee will return Residential Containers to the Set-out Site after Collection upright, with can lids properly secured. Franchisee will ensure that any Bins that it provides to Residential Customers will comply with all of the requirements applicable to Commercial Containers set forth in Subsection (c)(2)(iii), Subsection (e)(3), and Subsection (e)(4).

Within one month of the Commencement Date and every twelve (12) months thereafter, Franchisee will notify all Residential Customers subscribing to Bins that they can subscribe to Carts. The notice must include a description of Cart service and list the applicable Service Fees. Franchisee will provide County with a draft of the notice for review and approval at least fifteen (15) days prior to its mailing or delivery of such notice to Residential Customers.

(iv) **Frequency.** Franchisee will Collect all Solid Waste set out at the Residential Set-out Site each week, on the same day ("**Regularly-Scheduled Residential Collection Day**"). If Franchisee is unable, for any reason, to Collect all Solid Waste from a Customer on the Regularly-Scheduled Residential Collection Day, then it will Collect that Solid Waste

(1) on the next Service Day; or

(2) on such other day arranged with the Customer, but in no event later than 72 hours after the time of the missed pick-up and will provide the Customer with a verbal or written Non-Collection Notice.

2. Commercial Solid Waste.

(i) **Collection.** Franchisee will continue to collect all Solid Waste placed in Carts, debris boxes, Roll-Offs (“**Commercial Containers**”) or other Containers by existing Commercial Customers of Franchisee at the location agreed to between Franchisee and the Customer (“**Commercial Set-out Site**”). Franchisee will commence collecting all Solid Waste placed in Commercial Containers at the Commercial Set-out Site by Persons located within the Franchise Area within seven (7) days of that Person’s request for Collection Service at that premise.

(ii) **Cancellation of Franchise Services.** Upon oral or written direction of any existing or new Commercial Customer, Franchisee will cease providing Franchise Service immediately or at any other time specified by that Customer, without penalty, and refund any pre-paid Service Fees in accordance with Section 4.09(b). Franchisee will notify Customers of cancellation rights, as required by Section 4.10.

(iii) **Containers.** Franchisee will provide all Commercial Customers with Containers of the type ordered by the Commercial Customer. Franchisee will clean and maintain those Containers and keep them in a sanitary condition, free from putrescible residue, and in a manner so as not to promote the harborage, or attraction of vectors or birds, or the creation of nuisances. Franchisee will clean and maintain Containers in accordance with Subsection (e)(3) and Subsection (e)(4). Franchisee will provide Commercial Containers that:

- (1) are durable;
- (2) are constructed from structural steel plate with all welded seams;
- (3) are leak-proof;
- (4) are equipped with a noncombustible lid, uniformly colored, approved by County as providing adequate protection against fire hazard, rodents, and bears; and
- (5) display Franchisee’s name and telephone number in legible lettering no less than two inches (2”) in height as well as language warning against illegal dumping and Unpermitted Waste (including Hazardous Waste) or special waste disposal, as approved by County.

At the time of Customer request for Franchise Service, Franchisee will provide written notice to each Commercial Customer utilizing Bin service of the types of wastes which require special handling and may not be discarded in the debris box and informing the Customer of the proper methods for disposing of such wastes. Franchisee will submit this notice to County for approval prior to distribution.

(iv) **Frequency.** Franchisee will Collect Solid Waste set out at the Commercial Set-out Site at least once each week, or more frequently as directed by the Commercial Customer, on the day or days written in the Customer's Subscription Order ("**Regularly-Scheduled Commercial Collection Day**") or on such other day as mutually agreed to by Commercial Customer and Franchisee. If Franchisee is unable, for any reason, to Collect Solid Waste from a Customer on the Regularly-Scheduled Commercial Collection Day or other day agreed to by Customer, then it will Collect that Solid Waste

- (1) on the next Service Day following the date of the missed pick up; or
- (2) other day arranged with the Customer, but in no event later than 72 hours after the time of the missed pick-up and will provide the Customer with a verbal or written Non-Collection Notice.

3. **Recycling Services.**

(i) **Notice of Determination.** Within 12 months of the execution of this Agreement, Franchisee shall determine and Notify County of the demand from Residential and Commercial Customers necessary to make the collection of Recyclables at Residential Set-out Sites and at Commercial Premises within the unincorporated area of County economically feasible to Franchisee.

(ii) **Provision of Recyclable Service if Economically Feasible.** If Franchisee determines that sufficient demand exists from Residential and Commercial Customers to make the collection of Recyclables economically feasible pursuant to Subsection (c)(3)(i), then County may require Franchisee to provide as part of its Franchise Services and Franchise Obligations, the collection of Recyclables at Residential Set-out Sites and Commercial Premises within the unincorporated area of County.

(iii) **Provision of Recyclable Service if Required by State.** Notwithstanding the foregoing, Franchisee shall collect Recyclables at Residential Set-out Sites and Commercial Premises within the unincorporated area of County as part of its Franchise Services and Franchise Obligations if the State of California or any other regulatory authority requires County to provide such collection services.

(iv) **Recyclable Materials.** Notwithstanding anything contained in Exhibit 1.01, for purposes of this Subsection (c)(3), Recyclables shall be limited to glass, aluminum, plastic, cardboard, and green/yard waste.

d. Collection Schedules.

1. **Hours.** Franchisee will make its best efforts to Collect all Solid Waste only between 7:00 a.m. and 7:00 p.m., Monday through Saturday except that Franchisee may Collect Solid Waste between those hours on Sunday:

- (1) in areas of County designated for Commercial use;

(2) if road closures have prevented collection during the previous seven (7) days;
or

(3) with prior approval from the Director.

But in no event shall Franchisee operate in a manner that would constitute a violation of the Mono County Noise ordinance codified at Chapter 10.16 of the Mono County Code.

2. Changes to Collection Schedule. Prior to changing the Regularly-Scheduled Collection Day for any Customer, Franchisee will provide fifteen (15) days' oral or written Notice to that Customer.

e. Changes in Service Levels; Container Exchanges.

1. Delivery. Franchisee will provide Customers with Containers in accordance with Subsection (c)(1)(iii) and Subsection (c)(2)(iii). Within seven (7) days after receiving a request for Franchise Service (including repair or replacement of Containers) or changes in Franchise Service, Franchisee will respond to and fulfill that request.

2. Pick Up. No later than the next Regularly-Scheduled Collection Day occurring after direction of a Customer to discontinue Franchise Service, Franchisee will pick up and remove that Customer's Container(s).

3. Repair and Replacement. Franchisee will repair or replace Containers or provide locks for Bins within seventy-two (72) hours of a request therefor from a Customer or County. If Franchisee cannot complete a repair within seventy-two (72) hours, then Franchisee will provide the Customer with a replacement Container without surcharge within those 72 hours. Franchisee will offer Container locks at prices from time to time in effect, and Franchisee may charge a monthly "lock charge" for Franchisee's servicing locked Containers. Customers shall not be authorized to provide their own locks.

4. Cleaning Bins. Franchisee will steam clean and paint, or replace, Commercial Containers as needed, or upon request of County, for Customers that generate large amounts of putrescible Solid Wastes, including Residential premises, restaurants, grocery stores, cafeterias, and other Containers as directed by County. Franchisee will steam clean and paint all Commercial Containers prior to providing them to the Customer, whether as new Franchise Service subscription or replacement Container for existing Franchise Service. Franchisee will remove graffiti from Containers within 14 days of identification by Franchisee or oral or written notice by County or Customer. Franchisee will remove graffiti comprised of pictures or verbal obscenities within 48 hours (weekends excepted). Promptly upon County's request, Franchisee will give County a list of dates that Franchisee cleaned, painted, or otherwise repaired Containers.

f. C&D Waste. Upon request by any Person, Franchisee will collect C&D Waste which is containerized in debris boxes, roll-offs, or other similar containers and is subject to the Franchise

requirements of Section 12.10.020 of the Mono County Code for a price and at a time which are mutually agreed-upon by Franchisee and Person.

4.02 Pickup of Excess and Bulky Waste.

Upon request of a Residential or Commercial Customer, Franchisee will Collect excess Solid Waste or Bulky Waste at the Residential or Commercial Set-out Site on that Customer's next Regularly-Scheduled Collection Day or other date agreed to between the Customer and Franchisee for a price that is mutually agreed to by Franchisee and Customer. Upon request of a Person who does not receive regular Commercial or Residential Collection from Franchisee, Franchisee will collect Bulky Waste or excess Solid Waste at a location and time and for a price that are mutually agreed to by that Person and Franchisee.

4.03 Service Standards.

a. General. Franchisee will perform all Franchise Services in a prompt, thorough, comprehensive, reliable, courteous, and professional manner so that Customers receive high-quality service at all times. Franchisee must perform Franchise Services regardless of weather conditions and regardless of difficulty of collection, subject to the exceptions set forth in Section 4.04. More detailed specifications for particular aspects of Franchise Services enumerated elsewhere in this Agreement do not relieve Franchisee of its duty and obligation to accomplish all other aspects of Franchise Services in the manner provided in this subsection.

b. Litter. Franchisee will clean up litter caused by Franchisee's employees. Franchisee will also clean up all litter within a 10-foot diameter of the Residential Set-out Site when Collecting any Bulky Waste and excess Solid Waste in accordance with Section 4.02. Franchisee will ensure that each Collection Vehicle carries a broom, rake, and shovel at all times for this purpose.

c. Spills and Leaks.

1. Solid Waste Spills. Franchisee will transport Solid Waste only in covered vehicles as required by Section 12.10.050 of the Mono County Code. Franchisee will prevent Solid Waste from escaping, dropping, spilling, blowing, or scattering from Vehicles during Collection and transportation, as further required by Section 12.10.040 of the Mono County Code. Franchisee will not transfer loads from one vehicle to another on any public street, unless necessitated by mechanical failure or accidental damage to a vehicle, or unless otherwise approved by the Director. Franchisee will immediately clean up any Solid Waste that is dropped, blown, spilled, scattered, or leaked from any Vehicle and/or tracked by any Vehicle onto any alley, street, or public place.

2. Liquid Leaks. During Collection and transportation, Franchisee will also prevent oil, hydraulic fluid, paint, or other liquid from leaking out of Vehicles. Franchisee will ensure that each Collection Vehicle carries petroleum-absorbent materials. Franchisee will immediately cover

leaked fluids with absorptive materials, remove those materials from the ground, and apply a cleaning agent to cleanse the soiled spot.

3. Reimbursement. If Franchisee fails to clean up Solid Waste or leaked liquids within two (2) hours' telephonic or other notice by County, then County may clean up or cause to be cleaned up the Solid Waste or leaked liquids and Franchisee will reimburse County for County's Reimbursement Costs thereof. Franchisee is responsible for paying any fines, civil penalties, or other charges that may be assessed for improperly covering loads or leaking liquids.

d. Pavement and Utilities. Franchisee is responsible for damage to pavement and driving surfaces whether Containers are located on public or private property, other than ordinary wear and tear, if the damage is the result of vehicles exceeding the maximum weight limits allowed by Applicable Law or Franchisee's negligent operation of vehicles, *unless* with respect to private property, Customer has executed a damage waiver or indemnity on that Customer's Subscription Order.

Franchisee is responsible for damage to public and private utilities, whether located on public streets or property or private property, if damage is the result of the inattention, carelessness or negligence of Franchisee.

County or the Customer may direct Franchisee to promptly repair or replace damaged driving surfaces or utilities or repair and replace them itself or through a third party, to the satisfaction of the Customer or County, as the case may be. Franchisee will reimburse the Customer for his or her Direct Costs of repair or replacement and County for County Reimbursement Costs of repair or replacement.

4.04 Service Exceptions.

a. Excess Weight. Franchisee is not required to collect a Cart weighing in excess of the manufacturer's recommended weight, as evidenced by warranties or other documentation acceptable to County. Franchisee will provide Customers with weight limitations on the Customer Subscription Order, marked on the Cart, or through some other written means.

b. Unsafe Condition at Set-out Site. If Franchisee determines that any condition at or near any Set-out Site presents a health or safety threat to Franchisee's employees or equipment, then Franchisee will attempt to personally provide the Customer whose Set-out Site presents the threat notice of the danger thereof. If Franchisee cannot personally provide Customer with notice, then prior to leaving Customer's premises Franchisee will provide the Customer with a Non-Collection Notice, describing the threat, and danger. Franchisee may discontinue collection for that Set-out Site until the safety hazard is eliminated.

c. Hazardous Waste or Unsafe Materials. If Franchisee determines that Containers contain Hazardous Waste (other than Household Hazardous Waste not discovered and identified by Franchisee acting in accordance with its Hazardous Waste Screening Protocol) or other materials that may present a health or safety threat to Franchisee's employees, the public, or to

Franchisee's equipment, then Franchisee may refuse to Collect that Container. Franchisee will attempt to personally provide the Customer whose Container contains Hazardous Waste or unsafe material with written information about their proper disposal. If Franchisee cannot personally provide Customer with information, then prior to leaving Customer's premises it will provide the Customer with a Non-Collection Notice. Franchisee will follow the procedures outlined in the Unpermitted Waste Screening Protocol, as it applies to Hazardous Waste, including providing notice to County Health Department and to the Director.

d. Customer Delinquency or Nonpayment. In accordance with Section 12.10.070 of the Mono County Code, Franchisee is not obligated to provide Franchise Services to any Customer who is habitually delinquent in the payment of fees for Franchise Services or who fails or refuses to pay fees for Franchise Services; *provided* that

- (1) Franchisee develops a written policy for addressing nonpayment or delinquency by its Customers that is approved in writing by County; and
- (2) Franchisee terminates or suspends that Customer's Franchise Services in accordance with the approved policy.

e. Misplaced Solid Waste. If Franchisee determines that a Customer has discarded materials into a Container not marked for such materials (i.e. – materials other than Recyclables in a Container marked "Recyclables", or materials other than Yard Waste in a Container marked "Yard Waste"), then Franchisee may refuse to Collect that Container. Prior to leaving Customer's premises, Franchisee will provide the Customer with a Non-Collection Notice, describing the proper materials to be placed in each Container. If Franchisee refuses pursuant to this Subsection (e) to Collect Solid Waste on a Regularly-Scheduled Collection Day or another day agreed to by Customer, then Franchisee shall return to that Set-out Site and attempt to Collect that Solid Waste in accordance with Section 4.01(c)(1)(iv) or Section 4.01(c)(2)(iv), as the case may be.

f. Exposure to Liability for Property Damage. If Franchisee determines that entering onto the property of a Customer will expose Franchisee to liability for damage to pavement or utilities, then Franchisee may refuse to Collect that Container. Franchisee will provide the Customer with a Non-Collection Notice, describing the risk. If Franchisee refuses pursuant to this Subsection (f) to Collect Solid Waste on a Regularly-Scheduled Collection Day or another day agreed to by Customer, then Franchisee shall return to that Set-out Site and attempt to Collect that Solid Waste in accordance with Section 4.01(c)(1)(iv) or Section 4.01(c)(2)(iv), as the case may be. Franchisee may discontinue collection for that Residential Set-out Site or Commercial Premise until the Container is placed at a location accessible by Franchisee without liability for damage to property.

g. Inaccessibility of Bin. If Franchisee is unable to Collect a Container due to inaccessibility to such Container, then Franchisee will provide the Customer with a Non-Collection Notice, describing the inaccessibility. If Franchisee refuses pursuant to this Subsection (g) to Collect Solid Waste on a Regularly-Scheduled Collection Day or another day agreed to by Customer, then Franchisee shall return to that Set-out Site and attempt to Collect that Solid Waste in accordance with Section 4.01(c)(1)(iv) or Section 4.01(c)(2)(iv), as the case may be.

4.05 Customer Service.

Franchisee acknowledges that County determined to procure and enter into this Agreement with Franchisee, among other reasons, in order to provide improved Customer service, relations, and satisfaction.

a. Phone Number. Franchisee will maintain a toll-free telephone number at least during Office Hours and, if Franchisee provides Residential Collection on Saturday, from 8:00 a.m. to noon on Saturdays (collectively “**Phone Hours**”). Franchisee will list the telephone number under Franchisee’s name in County telephone directories (white pages and yellow pages). Franchisee will provide an answering machine or answering service to take reports of missed pick-ups and other complaints that are received outside of Phone Hours.

b. Emergency Number. Franchisee will also maintain an emergency telephone number disclosed to County for use outside Phone Hours. Franchisee will make a representative in a position of authority available at the emergency number outside Phone Hours who will return any emergency call as soon as possible, and in any event within one hour.

c. Field Supervisor. Franchisee will provide one qualified individual as on-site supervisor of field operations who shall, at a minimum, be responsible for: (i) checking collection operations; (ii) coordinating improvements to Franchise Service; (iii) resolving field problems; and (iv) responding to complaints of Customers in person or by telephone. Franchisee will fully authorize that supervisor to resolve Customer disputes and handle all aspects of Customer service. Franchisee will provide the name and contact information for that supervisor to County upon or prior to the Commencement Date.

d. Complaint Records. Franchisee will enter into a daily log all complaints, including date, time, complainant’s name and address if the complainant is willing to give this information, and the nature, date, and manner of complaint resolution. Franchisee will include copies of daily complaint logs in each Quarterly Report furnished to the Director.

e. Dispute Resolution Protocol. Franchisee will comply with the Customer Complaint and Billing Dispute Resolution Protocol which is contained in Exhibit 4.05(e).

4.06 Public Education and Community Relations.

a. Distribution of Materials.

1. Community Relations Materials. County may, once each Contract Year, prepare community relations materials for distribution to Franchisee’s Customers as determined by County to be necessary, in order to address specific Collection needs or problems. Franchisee will provide County with a Customer list and the postage to cover the cost of that mailing or mail County’s prepared materials to its Customers within fifteen (15) days of County’s request.

2. Customer Bills. County may once each Contract Year produce and provide Franchisee with printed inserts, specified as a sheet no larger than 8½ by 11 inches and small promotional items, such as magnets, which Franchisee will include in Customers' bills or otherwise provide to Customers upon County request at no cost to County. In addition, Franchisee will print public information directed by County on Customers' bills.

b. County Review. Franchisee will submit final drafts of

- (1) community relations materials;
- (2) promotional materials; and
- (3) general Customer correspondence unrelated to individual Customer accounts (such as notice of change to Collection schedules, Unpermitted Waste advisements, etc.)

to County for review and approval at least fifteen (15) days prior to printing, distributing, or mailing the materials or correspondence.

Franchisee will additionally establish a Customer account for County without charge, using the address for Notice provided in Section 18.01, so that County will automatically receive copies of all of Franchisee's general communications with Customers.

c. News Media Relations.

Franchisee will notify the Director by telephone of all requests for news media interviews or statements related to the Franchise Services within twenty-four (24) hours of Franchisee's receipt of the request. Before responding to any inquiries involving issues other than those relating to descriptions of Collection programs and scope of Franchise Services, Franchisee will discuss Franchisee's proposed response with County. Franchisee will submit copies of Franchisee's draft news releases or proposed trade journal articles to County for prior review and approval at least five (5) County Working Days in advance of release. Franchisee will provide copies of articles resulting from media interviews or news releases to County within (7) days after publication.

4.07 Customers' Privacy.

Franchisee will strictly observe and protect Customers' rights of privacy. Franchisee will not reveal information identifying individual Customers or the composition or contents of a Customer's waste stream to any Person other than County unless upon the authority of a court of law, by Applicable Law, or by valid authorization of the Customer. This provision will not be construed to preclude Franchisee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses that may be required by County or Applicable Law. In addition, Franchisee will not market, sell, convey, or donate to any Person any list with the name or address of Customers *except* that Franchisee will provide that list to

County or other Persons as directed by County. The rights accorded Customers pursuant to this Section are in addition to any other privacy right accorded Customers pursuant to Applicable Law.

4.08 No Discrimination.

Franchisee will not discriminate against Customers entitled to Franchise Service on account of Suspect Categories.

4.09 Franchisee Billing.

a. Billing. Franchisee will bill and collect Service Fees. Franchisee acknowledges that County is not obligated to bill or collect Service Fees. Franchisee will not hold County liable for any under-billings to Customers of Service Fees or delinquent Service Fee payments.

b. Refunds. Franchisee will refund to Customers any overcharges for Franchise Services the earlier of two (2) weeks from the time that Franchisee discovered the overcharge or Customer notified Franchisee of the overcharge. “**Overcharges**” includes: (i) Franchisee’s billing errors; and (ii) refunds for Franchise Services paid in advance by Customers who terminated Franchise Services prior to the end of the billing period.

c. Customer Disputes. Franchisee will take Customers’ calls and respond to Customers’ correspondence with respect to disputes regarding billing or otherwise, or resolving disputes. Franchisee acknowledges that County is not responsible for handling Customer disputes.

d. Records. Franchisee will maintain billing records in accordance with Section 10.01.

e. Uniformity. Franchisee will charge uniform Service Fees to all Customers, regardless of location and cost of Franchise Service. Notwithstanding the foregoing, Franchisee may discount rates as provided in Section 13.01(a).

f. Failure to Pay Service Fees. Franchisee shall contact, by phone, any Customer who has failed to pay an invoice within thirty (30) days of the date of such invoice notifying them of late payment. If a Customer fails to pay an invoice within sixty (60) days of the date of such invoice, then Franchisee may suspend services to such Customer until all outstanding Service Fees are paid, and may charge Customer a reinstatement fee up to Twenty-Five dollars (\$25.00) to reinstate services to Customer. If a Customer fails to pay an invoice within ninety (90) days of the date of such invoice, then Franchisee may terminate service to such Customer and collect all Containers from Customer, and may charge Customer a reinstatement fee up to One Hundred Seventy-Five dollars (\$175.00) to reinstate services to Customer.

4.10 Description of Customers' Rights.

Within

- (1) 30 days of the Commencement Date for existing Customers; and
- (2) prior to the provision of Franchise Services to new Customers,

Franchisee will provide Customers with a written Subscription Order. In each Subscription Order and in Customer's first bill of each Contract Year, Franchisee will include a description of the following Customers' Franchise Services and rights under this Agreement, as County may amend from time to time following dated Notice to Franchisee:

- (1) the scope of Franchise Services provided, including but not limited to day of collection and arrangements for the collection of Bulky Waste or excess Solid Waste;
- (2) the Service Fee or other fees (or, rate);
- (3) Holiday schedules;
- (4) the ability of Customers to immediately terminate their Subscription Order upon oral or written notice to Franchisee without penalty in accordance with Section 4.01(c)(1)(ii) and Section (c)(2)(ii), and describing their refund rights for pre-paid but unused Franchise Service in accordance with Section 4.09(b); and
- (5) any other provision of this Agreement or Applicable Law as directed by County.

The Subscription Order may include a waiver of damage liability and/or indemnification in connection with subscriptions for Franchise Services on private driveways, roads, easements, or pavement.

4.11 Customer Satisfaction Survey.

County may conduct a Customer satisfaction survey for implementation of Franchise Services, including a survey mailed to Customers together with Customers' bills, in the form of a post card or letter returnable to County. Alternatively, Franchisee may provide County with a Customer list and money to pay the cost of postage, within fifteen (15) days of County's request made pursuant to this section. Franchisee may review and comment upon the form and content of the survey. Franchisee will cooperate with County and its surveyor in the conduct of the survey, including distributing surveys with bills to Customers. Franchisee may obtain a copy of the results of the survey upon request to County.

4.12 Public Performance Review.

The County Board may conduct a public hearing upon sixty (60) days' Notice to Franchisee at the time that the County Board selects, not more than once during each Contract Year, to review Franchisee's performance and quality of Franchise Service. Franchisee will attend and participate in that hearing. The County Board may use Records and reports required under Article 10, including Records of Customer complaints, as a basis of its reviews. Within thirty (30) days after the conclusion of the public hearing, County will issue a report with respect to the matters raised at the hearings.

4.13 Enforcement of Franchise.

County may, in its sole discretion, enforce the franchise requirement set forth in Section 12.10.020 of the Mono County Code against third party violators, taking into account the cost of doing so and other factors. Franchisee may independently enforce the semi-exclusive rights granted by this Agreement against third party violators (excluding the other franchisee operating pursuant to a franchise agreement with County), including seeking injunctive relief, and County will use good faith efforts to cooperate in such enforcement actions brought by Franchisee. County will not be liable to Franchisee in any manner, including for any costs or damages such as lost revenues or lost profits, should any Person refuse to subscribe to Franchise Services from Franchisee and/or perform Franchise Services under a franchise agreement with County in competition with Franchisee, and in doing so violate the semi-exclusive grant of franchise given to Franchisee in this Agreement. In that event, Franchisee's sole and exclusive remedy will be to seek an injunction, damages, or other available judicial relief against any such third person or entity that engages in any conduct or activity that violates Franchisee's semi-exclusive rights under this Agreement. If Franchisee becomes aware of any activity by a third party that violates or may violate the provisions of Section 12.10.020 of the Mono County Code, Franchisee will provide Notice to County of such activity.

ARTICLE 5. OPERATIONS

5.01 Routing.

a. Route Maps and Account Information. Within thirty (30) days of the Commencement Date, Franchisee will provide to County route maps or narratives containing the following information ("**Routing Specifications**"):

- (1) a description of each individual route, including starting and end points and street-by-street course;
- (2) Collection day of the week for each individual route; and
- (3) approximate Collection times (a.m. or p.m.) marked at several points along each individual route or noted with the narrative description of the route.

b. Route Changes. Franchisee will submit to County, in writing, any proposed change in Routing Specifications not less than fifteen (15) days prior to the proposed date of implementation or as otherwise agreed to by Franchisee and the Director.

c. Route Audits. Upon no less than thirty (30) days' Notice to Franchisee, County may conduct audits of Franchisee's Collection routes. Franchisee will cooperate with County in connection therewith, including permitting County employees or other Persons designated by the Director to follow or ride in the Collection Vehicles during the audit. Franchisee will have no responsibility or liability for the salary, wages, benefits or workers compensation claims of any Person designated by the Director to conduct audits.

5.02 Vehicles, Service Assets, and Drivers.

a. Vehicle Appearance. Bodies of Vehicles used in Collection or transportation of Solid Waste must have watertight beds of metal or impervious material that can be cleaned as required by Section 12.10.050 of the Mono County Code. Franchisee will utilize packer-type, completely enclosed Vehicles unless another type of Vehicle is required by weather, terrain, or type of Solid Waste to be hauled. Franchisee will paint and label all Vehicles in a consistent, uniform, and professional manner.

b. Compliance with Applicable Law. Franchisee will ensure that all Vehicles it uses to provide the Franchise Services comply with all Applicable Law. Franchisee will document, through its maintenance log or otherwise, compliance under Applicable Law applying to each Vehicle and will provide County with copies of inspection reports within ten (10) days of County's request. County may conduct inspections of Vehicles in connection with any Permits issued by County or otherwise. Franchisee will maintain copies of registration certificates and reports and make them available for inspection at its Office during Office Hours upon request by County.

c. Vehicle Identification. Franchisee will paint its name, telephone number, and the Vehicle number on all Vehicles in letters and figures not less than twelve inches (12") high for packer trucks and not less than six inches (6") high on other Vehicles, in accordance with Section 12.10.050 of the Mono County Code.

d. Cleaning, Maintenance, and Availability. Franchisee will at all times maintain Vehicles in good, clean condition and repair so that they operate properly and safely. If a leak does occur, then Franchisee will immediately clean it up. Franchisee may not leave Vehicles loaded with Solid Waste for over twenty-four (24) consecutive hours. Franchisee will maintain in readiness at least one (1) spare Vehicle, fully fueled, and ready to dispatch and replace any Vehicle which breaks down on route within reasonable time of break down. Customers will not have to wait for Franchise Service while a disabled Vehicle is repaired.

e. Equipment. Franchisee will equip each Collection Vehicle with a fire extinguisher which must be maintained and checked in accordance with manufacturer's warranty and maintenance recommendations.

f. Re-Refined Oil. To the extent permitted by equipment warranties and/or available services, Franchisee will give serious consideration to recycling used oil from its Vehicle maintenance operations and to use re-refined oil in its Vehicles, but only to the extent Franchisee receives reasonable assurances satisfactory to Franchisee from the manufacturer of the Vehicle that such use will not damage its equipment, lessen its useful life, add to its expense or result, or be likely to result in potential environmental liability. Should Franchisee elect to adopt such a policy, Franchisee will submit copies of re-refined oil invoices and the assurances to County upon County's request.

g. Service Assets. Franchisee will prepare a Service Asset Inventory as set forth in Exhibit 5.02g.

h. Drivers. Franchisee will ensure that all drivers of Vehicles have in full force and effect a valid license of the appropriate class issued by the California Department of Motor Vehicles. Franchisee will provide suitable operational and safety training for all of its personnel, including those who drive Vehicles or operate other equipment for Collection, which training will include on-the-job-training by supervisors. Franchisee will train sufficient numbers of drivers to drive all Collection routes so as to ensure no lapse of Franchise Services and will use Reasonable Business Efforts to assign the same driver(s) to identified routes in order to encourage accountability and enhance Customer relations. Franchisee will train its drivers to identify and not to collect Unpermitted Waste. Franchisee will implement drug and alcohol testing in accordance with Applicable Law. Franchisee will maintain copies of licenses for all Vehicle operators and full and complete records of training and testing, which Franchisee will make available to County at Franchisee's Office during Office Hours.

5.03 Public Resources Code Section 49520.

Franchisee acknowledges having received a timely notice from County under Public Resources Code Section 49520 prior to entering into this Agreement, which notice precludes Franchisee from asserting the right to continue to provide Franchise Services in the Franchise Area without a franchise agreement as may be required by County, whether in the form of this Agreement or otherwise, now or in the future.

In accordance with Public Resource Code Section 49523, County and Franchisee hereby contract, based upon the mutually satisfactory terms of providing Franchise Services set forth in this Agreement and receipt of compensation therefor, that Franchisee will terminate providing Franchise Services upon expiration or termination of this Agreement even if that expiration or termination occurs prior to the expiration of the 5-year period described in Public Resources Code Section 49520. Franchisee acknowledges that it does not have the right to make any claim under or pursuant to Public Resources Code Section 49520 but only pursuant to the terms of this Agreement. Franchisee's contracting and acknowledgments in this Agreement do not foreclose County from re-procuring agreements for Franchise Services or Solid Waste Handling Services, including from Franchisee, following termination of this Agreement by exclusive, partially-

exclusive, or wholly-exclusive franchise, contract, license, permit, or otherwise, with or without competitive bidding.

5.04 Personnel.

a. Nondiscrimination. Franchisee will not discriminate against any of its personnel on the basis of Suspect Categories. Franchisee will comply with all Applicable Law regarding nondiscrimination, including those prohibiting discrimination in employment.

b. Compliance with Immigration Law. Franchisee will keep all records indicating compliance required by the Federal Immigration and Control Act of 1986 and will make those records available for inspection by County at Franchisee's Office promptly upon County direction.

c. Conduct. Franchisee will employ only competent, qualified, conscientious, and sober personnel to ensure Franchise Services satisfactory to County. Franchisee will ensure that its employees serve Customers and the public in a courteous, professional, and reliable manner.

5.05 Contingency Plan.

Franchisee will prepare a contingency plan to provide Vehicles and personnel necessary and sufficient to maintain uninterrupted Franchise Service during

- (1) mechanical breakdowns;
- (2) extreme weather conditions;
- (3) road closures;
- (4) strikes, work stoppages, and other concerted job actions or similar events; and
- (5) emergencies, including natural disasters

including procedures for replacing Vehicles disabled on routes. Franchisee will provide County with a copy of such plan upon request, and within seven (7) days of any modification.

5.06 Unpermitted Waste.

Franchisee will comply with the Unpermitted Waste screening, identification, and prevention protocol ("**Unpermitted Waste Screening Protocol**") attached to Exhibit 5.06 or may develop and follow its own Unpermitted Waste Screening Protocol which is at least as stringent as Exhibit 5.06 and which is approved by the Director. If Franchisee delivers Unpermitted Waste to the Designated Disposal Facility or a Diversion Facility, then Franchisee will arrange for proper disposal in accordance with Applicable Law and/or cooperate with the facility owner or operator

with respect thereto. Nothing herein shall limit or circumscribe any right Franchisee may have against the generator of such waste for damages incurred by Franchisee's handling and disposal of such waste.

5.07 Annual Meetings.

Franchisee will meet with County at its offices in Bridgeport

- (1) a minimum of once every two Contract Years, as directed by County; and
- (2) at any additional times as directed by County.

The purpose of the meetings may include addressing operational issues and contract compliance, reviewing Quarterly Reports, and resolving any issues or problems related to the performance of Franchise Services.

ARTICLE 6. DIVERSION

6.01 Diversion Reporting.

a. Reporting and Substantiation of Diverted Materials. Franchisee will report the amount of Diverted Recyclables to County in its Quarterly Report or when required by the Act. Franchisee will include:

- (1) the date of diversion;
- (2) the quantity (by each type) of Diverted Recyclables expressed in cubic yards, pounds, or tons;
- (3) the community or project where the Diverted Recyclables originated; and
- (4) the name and telephone number of the Diversion Facility to which Franchisee delivered the Diverted Recyclables and a receipt or invoice from that Diversion Facility.

“**Diversion Facility**” means any materials recovery facility, salvager, processing facility or materials end user. “**Diverted Recyclables**” means the net quantity of Recyclables that Franchisee has Collected at Residential and Commercial premises and at construction or demolition projects and Diverted, including Recyclables in Bulky Waste. The net quantity will be the gross amount of material Collected and delivered to the Diversion Facility, less any quantity of Solid Waste that was contained therein and deducted from payment and/or Diversion and disposed by said Facility. “**Divert**,” “**Diverted**,” “**Diversion**” or other form thereof means to divert from disposal so that the disposal tonnage is not reported as disposed under the State’s disposal reporting system and qualifies as diversion under the Act.

Franchisee will additionally report to County on a quarterly basis the amount of Solid Waste contained within Diverted Recyclables that was separated therefrom. Franchisee's report will include the date of Collection, the quantity of Solid Waste expressed in cubic yards, pounds or tons, and the community or project where the Solid Waste originated.

b. Additional Information. If County questions reports, Records or other documentation that serves as the basis of measuring the quantity or types of Diverted Recyclables (and associated Solid Waste), then Franchisee will respond to County's questions and provide additional clarifying documentation as soon as possible, but in all events within thirty (30) days from the date County submits questions to Franchisee.

6.02 Additional Programs.

County may direct Franchisee to submit proposals for additional programs, including diversion programs, necessary in County's opinion to meet any required diversion goal or other goal. If necessary, the Parties will enter into good faith negotiations for at least thirty (30) days following the date County directs Franchisee to submit a program proposal. If the Parties cannot reach agreement within thirty (30) days, then either Party may refer the matter to the Independent Expert for determination in accordance with Section 9.01. County may independently implement programs itself or through a third Person.

ARTICLE 7. SOLID WASTE DISPOSAL

7.01 Transportation to Designated Disposal Facility.

a. Designated Disposal Facility. Franchisee will transport and deliver all Solid Waste, except for Recyclables that it Diverts, to the Designated Disposal Facility, including:

- (1) Solid Waste that Franchisee Collects from Residential and Commercial premises in accordance with Section 4.01(c);
- (2) Solid Waste that Franchisee Collects in performing emergency services in accordance with Section 8.01;
- (3) excess or Bulky Waste that Franchisee Collects in accordance with Section 4.02; and
- (4) C&D Waste that Franchisee Collects in accordance with Section 4.01(f).

County may change the Designated Disposal Facility upon thirty (30) days' Notice to Franchisee. Franchisee will observe and comply with all rules and regulations in effect at the Designated Disposal Facility and follow directions of the operator of the Designated Disposal Facility, including:

- (1) unloading Solid Waste in designated areas;
- (2) accommodating operations and maintenance activities;
- (3) complying with Unpermitted Waste exclusion programs; and
- (4) complying with facility hours of operation, unless otherwise agreed to by the Parties.

Franchisee will at all times operate according to safe industry practices.

b. Exceptions. Notwithstanding Subsection (a), Franchisee is *not* obligated to deliver Solid Waste to the Designated Disposal Facility in the following circumstances described in Subsection (b)(1) and Subsection (b)(2):

1. South of the Junction of Highways 395 and 182: Highway Closures. Solid Waste generated in those areas of Mono County located south of the junction of Highway 395 and Highway 182 may be diverted from the Designated Disposal Facility if Highway 395 or Benton Crossing Road is closed to all traffic at any point between the location where Franchisee Collected the Solid Waste and the Benton Crossing Landfill by the California Highway Patrol, the California Department of Transportation, the Mono County Department of Public Works, or the Mono County Sheriff's Department *and* Franchisee fully and timely satisfies the following conditions:

(i) **Notice.** Prior to diverting Solid Waste from the Designated Disposal Facility, Franchisee gives the Director (or if the Director is unavailable, another person in the Department of Public Works administrative office) oral notice, followed by Notice, of highway or road closure and Franchisee's inability to deliver Solid Waste to the Designated Disposal Facility;

(ii) **Records.** Franchisee keeps accurate Records with respect to Solid Waste that Franchisee diverts from the Designated Disposal Facility, including:

- (a) the amount and type of Solid Waste, documented by a weight ticket from County's Walker Transfer Station, County's Bridgeport Transfer Station, or issued by a certified weighmaster from another California or Nevada state-certified truck scale approved by the Director, or a gate receipt from the facility to which Franchisee transported and delivered that diverted Solid Waste;
- (b) the type of Vehicle or Container in which Franchisee transported that Solid Waste;
- (c) the date of highway or road closure and diversion;
- (d) the extent of highway closure; and

(e) County staff person to whom Franchisee gave oral notice.

(iii) Reporting. Included in its Quarterly Report submitted to County in accordance with Section 10.02, Franchisee submits a report satisfactory to County with supporting receipts or weight tickets as described above for that Solid Waste diverted during that quarter.

(iv) Capacity Fees. Together with its quarterly payment of Franchise Fees payable in accordance with Section 13.02(a), Franchisee pays County the Capacity Fee for that Solid Waste as set forth in Exhibit 7.01b.

2. North of the Junction of Highways 395 and 182: Any Time. Solid Waste generated in those areas of the county located north of the junction of Highway 395 and Highway 182 may be diverted from the Designated Disposal Facility if Franchisee fully and timely satisfies the following conditions:

(i) Records. Franchisee keeps accurate Records with respect to diverted Solid Waste, including:

(a) the amount and type of Solid Waste, documented by a weight ticket from County's Walker Transfer Station, County's Bridgeport Transfer Station, or issued by a certified weighmaster from another California or Nevada state-certified truck scale approved by the Director, or a gate receipt from the facility to which Franchisee transported and delivered that diverted Solid Waste; and

(b) the type of Vehicle or Container in which Franchisee transported that Solid Waste.

(ii) Reporting. Included in its Quarterly Report submitted to County in accordance with Section 10.02, Franchisee submits a report satisfactory to County with supporting receipts or weight tickets as described above for that Solid Waste diverted during that quarter.

(iii) Capacity Fees. Together with the payment of quarterly Franchise Fees payable in accordance with Section 13.02(a), Franchisee pays County the Capacity Fee for each load hauled out of Mono County during the quarter as set forth in Exhibit 7.01b.

7.02 Defense and Indemnification; Release.

a. Requirement. Franchisee will defend, release, indemnify and hold harmless at its sole cost and expense with counsel approved by County, County (including Persons described in the definition of "County" in Exhibit 1.01) in any actions that assert or allege Liabilities paid, incurred or suffered by, imposed upon or asserted against, County that result or are claimed to have resulted directly or indirectly from the presence, disposal, escape, migration, leakage, spillage, discharge, release or emission of Unpermitted Waste or petroleum products to, in, on, at, or under any place,

site, or facility where Franchisee delivers, stores, processes, recycles, composts, or disposes of Solid Waste to the extent that the Liabilities are caused or alleged to be caused by the following:

1. Franchisee Negligence or Misconduct: the wrongful, willful, or negligent act, error or omission, or the misconduct of Franchisee;

2. Non-Customer Materials: the collection, delivery, handling, recycling, processing, composting, or disposal by Franchisee of any materials or waste, including Unpermitted Waste, which are generated by Persons other than Customers collected from premises other than Customers' premises;

3. Failure to Comply with Unpermitted Waste Protocol: the failure of Franchisee to undertake Hazardous Waste training procedures required by Applicable Law or the Unpermitted Waste Screening Protocol, whichever is more stringent; and

4. Franchisee-Identified Unpermitted Waste: the improper or negligent collection, handling, delivery, processing, recycling, composting, or disposal by Franchisee of Unpermitted Waste that Franchisee inadvertently collects from Customers and that Franchisee identifies as Unpermitted Waste prior to its delivery, processing, recycling, composting, or disposal,

whether:

- (i) in one or more instance;
- (ii) threatened or transpired;
- (iii) Franchisee is negligent or otherwise culpable; or
- (iv) those Liabilities are litigated, settled or reduced to judgment.

b. Household Hazardous Waste. The mere presence of Household Hazardous Waste in Solid Waste that is Collected under this Agreement will not constitute negligence in and of itself nor create any liability on the part of Franchisee absent any of the circumstances described in items (1) through (4) listed in Subsection (a).

c. Cooperation with County's Counsel. County may retain counsel at its own cost and expense or utilize in-house counsel as co-counsel. Franchisee will direct Franchisee's counsel to assist and cooperate with co-counsel with respect to County's defense.

d. Waiver. The indemnity in Subsection (a) is intended to operate as an agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify County from liability in accordance with this Section 7.02.

e. Unpermitted Waste. Franchisee hereby releases and will not seek contribution or compensation of any nature from County for Liabilities relating to Unpermitted Waste, including relating to RCRA, CERCLA, or the California Health and Safety Code. Franchisee will not make any claims against or assert an interest in any account, fund or reserve that County may establish or set aside, from the proceeds of the Franchise Fee or otherwise, or maintains to cover Liabilities relating to Unpermitted Waste, which established fund or reserve County is under no obligation to establish or maintain.

7.03 Disposal Fees.

Franchisee will timely pay gate and any other fees charged by the Designated Disposal Facility in accordance with County's existing gate fee schedule and Gate Fee Administration Policy, as County may amend those fees or policy from time to time.

ARTICLE 8. MISCELLANEOUS SERVICE PROVISIONS

8.01 Emergency Services.

Within twenty-four (24) hours of Notice from County, Franchisee will provide emergency services beyond the scope of Franchise Services at the times and to the extent directed by County, including unscheduled gathering, pick up, collection, and disposal of C&D Debris, Bulky Waste, and other debris resulting from natural disasters such as earthquakes and floods. County will compensate Franchisee its Reimbursement Costs for those services.

8.02 Title to Solid Waste.

All Solid Waste, including Recyclables, becomes the property of Franchisee when Collected by the Franchisee, as provided in Section 12.10.060 of the Mono County Code. This Agreement will not affect any other agreement the Parties may reach with respect to Franchise Services, including but not limited designating the Designated Disposal Waste facility.

8.03 Compliance with Applicable Law.

a. Compliance. Franchisee will perform all Franchise Services and will cause its Subcontractors to provide goods or services in accordance and compliance with Applicable Law and with this Agreement, whether or not referenced specifically in the text of this Agreement and regardless of whether Performance Obligations are stated less stringently than Applicable Law. If any Performance Obligation is more stringent than Applicable Law, then Franchisee and its Subcontractors must satisfy that Performance Obligation. Nothing in this Agreement is construed to relieve the Franchisee of any obligations imposed by Applicable Law.

Franchisee acknowledges that County is authorized to make all necessary and reasonable rules and regulations regarding all aspects of Solid Waste Handling Services, including Franchise Services. Franchisee agrees to comply with any and all of those rules and regulations.

Provisions of Applicable Law are incorporated in this Agreement by reference as if set forth fully in this Agreement as contractual obligations of Franchisee to County. In addition to or in lieu of prosecuting violations of Applicable Law as misdemeanors, infractions or otherwise in the manner provided under Applicable Law, County may enforce Applicable Law in the same manner as it may enforce Franchisee's other contractual obligations under this Agreement, including specific performance. However, County has no obligation to enforce any Applicable Law.

b. Referenced Provisions. Reference in this Agreement to particular provisions or requirements of Applicable Law may not be construed to limit Franchisee's obligation to comply with all provisions of Applicable Law. Reference to statutory provisions of Applicable Law are deemed to include reference to implementing rules and regulations. These references are intended to facilitate Franchisee's satisfaction of its Performance Obligations and County's administration and specific enforcement of this Agreement, and may not be construed to imply lack of obligation to comply with other provisions or requirements of Applicable Law not referred to or cited in this Agreement. If any Applicable Law specifically referenced or cited in this Agreement is amended, supplemented, restated, re-codified, modified, or repealed, then that reference or citation will be deemed to refer to that amendment, supplement, restatement, re-codification, or modification.

c. Permits. Franchisee will obtain and maintain throughout the Term all necessary approvals, authorizations, and Permits (including Permits required under Title 12 of the Mono County Code). Franchisee will show proof of approvals, authorizations, and Permits and will demonstrate compliance with the terms and conditions of said approvals, authorizations, and Permits promptly upon the request of County. In particular, Franchisee warrants and represents that it is fully acquainted with the provisions of the Mono County Code. Where County is the permitting agency, it shall cooperate in good faith with Franchisee in issuing such permits in accordance with law.

d. Fines and Penalties. Franchisee is responsible for payment of any and all fines and penalties imposed on Franchisee. Franchisee will not seek reimbursement from County or Customers for any fines or penalties. If Franchisee believes that compliance with a Franchise Obligation would violate Applicable Law thus exposing Franchisee to fines and/or penalties, then Franchisee shall immediately Notify County. If County concurs that Franchisee's compliance would violate Applicable Law, then the Parties shall meet and confer to determine how Franchisee may best comply with the Franchise Obligation and Applicable Law. If County determines in its sole discretion that Franchisee cannot comply with the Franchise Obligation without violating Applicable Law, then County may excuse Franchisee's performance of the Franchise Obligation and provide Franchisee with Notice that such performance is excused.

8.04 Cooperation with Waste Studies.

Franchisee will cooperate with County on any and all waste composition studies, including modification of routes, separate collection of individual Customer's Solid Waste, and/or delivering targeted loads of Solid Waste to a County-designated location or locations. Franchisee will also cooperate with County on any and all Customer waste assessments, including providing information in its Records on volume and characterization of wastes generated by Customers.

8.05 Service Materials Belong to County.

Reports prepared by Franchisee in accordance with Article 10, public education and community relations materials prepared in accordance with Section 4.06, and all other work products (whether computerized, written, printed, or photographic) developed by County or Franchisee in connection with Franchise Services, whether developed directly or indirectly by County or Franchisee, may be used by County without limitation or restriction. Franchisee may also continue to use public education and community relations materials and other work product in connection with any project not connected with this Agreement without the prior written consent of County.

8.06 Recycled Materials.

Franchisee will use Reasonable Business Efforts to procure supplies with post-consumer recycled content.

8.07 Responsiveness to County.

Franchisee will return telephone calls from County to the person who made that call during County Office Hours no later than the next County Working Day. Franchisee will meet with County during County Office Hours within one (1) week of County's oral or written direction at County offices or other location directed by County. Franchisee will respond to all e-mails from County within two (2) County Working Days of receipt and will respond to other written correspondence from County within seven (7) days of receipt thereof.

8.08 Commingling of Waste.

Franchisee will not commingle Solid Waste it collects from premises located outside of the unincorporated area of Mono County with Solid Waste Collected by Franchisee within the unincorporated area.

ARTICLE 9. DISPUTE RESOLUTION BY INDEPENDENT EXPERT

9.01 Independent Expert.

a. Selection. If either Party gives Notice to the other Party of request for dispute resolution by an Independent Expert as authorized by this Article, within ten (10) days after the second Party's receipt of Notice each Party will prepare a separate list of five (5) independent Persons having experience in refuse collection, in numerical order with the first preference at the top, and exchange and compare lists. The Person ranking highest on the two (2) lists by having the lowest total rank order position on the (2) lists will be the Independent Expert. In case of a tie in scores, the Person having the smallest difference between the rankings of the two (2) parties is selected; other ties will be determined by a coin toss. If no Person appears on both lists, then this procedure will be repeated. If selection is not completed after the exchange of three (3) lists or within twenty-one (21) days, whichever comes first, then each Party will select one (1) Person having experience described above and the two (2) Persons so selected will together select an Independent Expert.

b. Costs. Parties will share the Independent Expert's costs and fees equally.

c. Determination Protocol and Standard. Within ten (10) days of the selection of the Independent Expert, or within ten (10) days of Notice by either Party of request for dispute resolution by an Independent Expert if one has already been selected, both Parties will submit to the Independent Expert a detailed description of the dispute together with a written statement of each Party's position thereon. Parties will simultaneously exchange copies thereof. Both Parties will, in good faith and in writing, promptly provide the Independent Expert with any and all additional information and documentation the Independent Expert requires or requests in order to make its determination and simultaneously provide the other Party with copies thereof. Neither Party will communicate orally with the Independent Expert unless the other Party is privy thereto. Neither Party will communicate in writing with the Independent Expert unless it simultaneously sends copies of the communication to the other Party, in the same manner that it sends the communication to the Independent Expert.

The Independent Expert will make its determination based on the submissions of the Parties, the provisions of this Agreement, its experience with similar services and disputes, and other factual determinations it may make regarding the matter in dispute.

d. Binding and Non-Binding Determinations.

1. Disputes subject to binding determination by the Independent Expert include:
 - (i) fee disputes in accordance with Section 13.04(c);
 - (ii) additional programs in accordance with Section 6.02; and
 - (iii) other disputes agreed to by the Parties.

2. Disputes subject to non-binding determination by the Independent Expert include:
 - (i) the occurrence and extent of Uncontrollable Circumstances; and
 - (ii) other disputes agreed to by the Parties.

ARTICLE 10. RECORDS AND REPORTING

Franchisee acknowledges that County entered into this Agreement, among other reasons, to provide Customers and County with improved Collection Services. Franchisee further acknowledges that, in order that County may better evaluate Franchisee's performance under this Agreement, Franchisee has obligated itself to maintain Records and timely provide reports in accordance with this Article.

10.01 Records.

a. Maintenance. Unless otherwise directed by County, Franchisee will accurately maintain at its Office any and all ledgers, books of account, invoices, Customer lists, billing records, route maps, Customer complaints, canceled checks, logs, correspondence, Customer receipts, and other records or documents evidencing or relating to rates, Franchise Fee, Customers' Franchise Services subscriptions, satisfaction of Performance Obligations, events subject to damages payable under Section 14.01, documentation as County may reasonably require to ascertain the extent of compliance with the Mono County Code, and items listed in Exhibit 10.01a related to Franchise Services provided by Franchisee ("**Records**"). Specific Record requirements are listed on Exhibit 10.01a. Franchisee will maintain Records for the Term plus three (3) years, or any longer period required by Applicable Law. Franchisee will use Reasonable Business Efforts to promptly provide County any additional information relevant to this Agreement that is not specified in this subsection.

b. County Inspection and Audit. Upon Notice by County, Franchisee will use Reasonable Business Efforts to provide copies of Records to County or County's designee(s) for inspection or audit at County Administrative Office or County Auditor-Controller Office. Otherwise, Franchisee will make Records available to County or County's designee(s) for inspection or audit at Franchisee's Office during Office Hours. Notwithstanding anything contained herein to the contrary, County shall have no right to audit, inspect, copy, or otherwise review any of Franchisee's confidential, proprietary, or privileged information.

Where County has reason to believe that Records may be lost or discarded due to dissolution, disbandment or termination of Franchisee's business or other reason, County may require that Franchisee give County custody of any or all Records and that those Records and documents be maintained in County Office of the Department of Public Works. In that event, access to said Records will be granted to any Person duly authorized by Franchisee.

10.02 Reporting.

a. Quarterly. Franchisee will submit Quarterly Reports to County no later than the fifteen (15th) day of the month immediately following the end of each quarter described in Exhibit 10.02a. *For example, for the Quarter ending on March 31, the Quarterly Report is due to County no later than April 15.* Quarterly Reports must be in the form directed or approved by County and contain, at a minimum, the information listed in Exhibit 10.02a, including information needed for County to prepare Quarterly Reports required under Applicable Law with respect to recycling and Diversion of Solid Waste in County, County's compliance with its solid waste facility permits, and quarterly taxes due and payable to the California Department of Tax and Fee Administration.

b. Annual. Franchisee will submit Annual Reports to County on or before February 15 of each Contract Year in the form directed or approved by County, totaling the information contained in the Quarterly Reports for the previous Contract Year and containing, at a minimum, the information listed in Exhibit 10.02b.

c. Additional Information. Franchisee will use Reasonable Business Efforts to incorporate into reports additional information from Records promptly upon Notice from County.

10.03 Financial Records and Reports.

a. Maintenance of Accounting Records.

1. Form and Content. Franchisee will maintain in its Office accurate and complete accounting records containing financial and operational data relating to all costs associated with providing Franchise Services, whether by Franchisee or Subcontractor or Affiliate providing goods or services related to the provision of Franchise Services, prepared on an accrual basis. Franchisee will maintain its accounting records on a basis showing (1) the results of Franchisee's operations under this Agreement separately from operations in other locations, as if Franchisee were an independent entity providing service only to County, as well as (2) the results of Franchisee's operations in all locations, as a corporate entity. With respect to costs associated with goods or services provided by an Affiliate that is a Subcontractor, Franchisee may maintain those records in the office of the Affiliate but will provide County with a copy thereof within ten (10) days of County's request therefor.

2. County Audit. County and its auditors and other agents selected by County may conduct on-site audits, reviews, and inspections of Records described in Subsection (a)(1) at Franchisee's Office during Office Hours and make copies of any Records or supporting documentation relevant to this Agreement, including Customer account and billing information, Customer receipts, and Franchise Fee payments. Franchisee will retain said records for the term plus three (3) years and any additional time directed by County to enable County to complete any review or audit commenced during said three (3) years. Notwithstanding anything contained herein to the contrary, County shall have no right to audit, inspect, copy, or otherwise review any of Franchisee's confidential, proprietary, or privileged information.

b. Financial Statements. Promptly upon County direction, Franchisee will deliver to County up to three (3) copies of Franchisee's most recent financial statements, including any accompanying statement or opinion by the accountant who prepared them respecting that accountant's compilation, review, or audit, as the case may be. Franchisee will cause the accountant to prepare financial statements on an accrual basis showing (1) the results of Franchisee's operations under this Agreement separately from operations in other locations, as if Franchisee were an independent entity providing service only in the unincorporated area of County, as well as (2) the results of Franchisee's operations in all locations,.

c. Affiliated Companies. If Franchisee enters into any Subcontracts with Affiliates, then Franchisee will thereafter disclose said arrangements in Franchisee's financial reports prepared and delivered in accordance with Section 10.03(b). County's inspection rights described in Subsection 10.03(a) extends to said Affiliate or Affiliates.

d. County Review of Financial Statements. County and/or its agents and consultants may review the audit plan and work papers of any of the accountants whose opinions on the financial statements Franchisee is obligated to deliver to County in accordance with Subsections 10.03(a), (b), or (c). If that review gives rise to any questions or differences of opinion regarding Franchisee's compliance with this Agreement, then Franchisee and its accountant(s) will meet with County and its consultant, if any, to discuss the issues involved within fourteen (14) days of County's direction.

10.04 Proprietary Reports and Records.

a. Notice of Request. If County receives a request from a third person to review or copy material which Franchisee has marked "confidential," then County will inform Franchisee and allow Franchisee to present arguments and facts to County in support of Franchisee's position that the material is entitled to an exemption from disclosure under the California Public Records Act, Government Code section 6250 *et seq.*, and should not be released.

b. Notice of Release. If County determines that the material is *not* entitled to an exemption and that it must be released, then County will inform Franchisee before releasing that material so that Franchisee may seek a court order enjoining that release.

c. Notice of Legal Action. If County determines that the material is entitled to an exemption, and the person who requested the information files a legal action seeking its release, then County will inform Franchisee and will not oppose a motion by Franchisee to intervene in the action. Franchisee must either intervene or accept the release of the material. County is not obligated to defend the action and may release the material sought without any liability.

d. Defense and Indemnification. Notwithstanding anything contained herein to the contrary, Franchisee 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, County's release, disclosure, or withholding of any material which Franchisee has marked "confidential" under the California Public Records Act.

ARTICLE 11. INSURANCE, INDEMNIFICATION AND PERFORMANCE ASSURANCES

11.01 Insurance

a. Policies.

1. Types and Amounts. Franchisee, at Franchisee's sole cost and expense, will procure from an insurance company or companies admitted to do business in the State of California and subject to the regulation of the California Insurance Commissioner and will maintain in force at all times during the Term the types and amounts of insurance listed in Exhibit 11.01a.

2. Endorsements. The policies of insurance required pursuant to Subsection (a)(1) must contain the endorsements listed in Exhibit 11.01a.

b. Delivery of Proof of Coverage. As of the Commencement Date, Franchisee will furnish County a certificate for each policy of insurance required under this Section 11.01 in a form and substance satisfactory to County. Each such certificate must show the type and amount of coverage, effective dates and dates of expiration of policies and will have all required endorsements. If County requests, then Franchisee will promptly deliver copies of each policy together with all endorsements to County. Franchisee will furnish renewal certificates to County to demonstrate maintenance of the required coverages throughout the Term of this Agreement.

c. Other Insurance Requirements.

1. Subcontractors. If Franchisee subcontracts to a Subcontractor to provide goods or services related to the provision of Franchise Services, then Franchisee will require all such Subcontractors to provide statutory workers' compensation insurance and employer's liability insurance for all of the Subcontractor's employees engaged in the work. The general liability insurance required by this Section must cover Franchisee's liability for acts of its Subcontractors or each Subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section 11.01.

2. Compliance with Policies. Franchisee will comply with all requirements of the insurers issuing policies and will require its Subcontractors to do so. Carrying insurance does not relieve Franchisee from any Performance Obligation, including those imposed by this Article 11. If any third Person makes a claim against Franchisee or any Subcontractor on account of any occurrence related to this Agreement, then Franchisee will promptly report the facts in writing to the insurance carrier and to County. If Franchisee fails to procure and maintain any insurance

required by this Agreement, then County may take out and maintain such insurance as is required hereunder and Franchisee will reimburse County for County's Reimbursement Costs thereof.

3. Amendments. If requested by County, and without charge to County, Franchisee will promptly amend the Comprehensive General Liability policy and by endorsement, add the trustee of any bonds or Certificates of Participation, which were or may be in the future, issued by County to finance County's Solid Waste facilities, including transfer stations and landfills, as an additional insured.

11.02 Franchisee Defense and Indemnification.

a. Permit. Franchisee will defend with counsel approved by County and indemnify County for actions arising out of its permit in accordance with Chapter 12.08 of the Mono County Code.

b. Agreement.

1. Defense and Indemnification. Franchisee will further indemnify, defend with counsel approved by County, protect and hold harmless County from and against all Liabilities paid, incurred or suffered by, or asserted against, County that result or are claimed to have resulted from Franchisee's performance or provision of Franchise Services pursuant to this Agreement, including the following:

- (i) **Franchisee Negligence or Misconduct:** the wrongful, willful, or negligent act, error, or omission, or the misconduct of Franchisee and Persons described in the definition of "Franchisee" in Exhibit 1.01;
- (ii) **Patents, etc.:** any allegation of infringement, violation, or conversion of any patent, licenses, proprietary right, trade secret, or other similar interest, in connection with any Service Assets, including technology, processes, Vehicles, software, machinery, or equipment;
- (iii) **Challenges to Agreement:** legal challenge with respect to the procurement of this Agreement or Parties' execution of this Agreement, County's authority to contract out Franchise Services, or any provision contained within the Agreement regardless of the legal theory advanced or relied upon by any interested third party, including any appeals necessary to validate that authority or the Agreement; or
- (iv) **Enforcement of Agreement or Applicable Law:** any Liabilities that may be assessed against Franchisee or County in connection with any alleged failure of County to enforce provisions of this Agreement or of Applicable Law as permitted under Section 8.03.

2. Certain County Negligence Excluded. Franchisee will not, however, be required to reimburse or indemnify County to the extent any Liabilities are due to the sole negligence or willful misconduct of County and Persons described in the definition of “County” in Exhibit 1.01.

11.03 Letter of Credit.

Franchisee will provide for the issuance of an irrevocable direct pay letter of credit by a bank approved by County for the benefit of County, under which County is authorized to draw, in one or more drawings, an aggregate amount of \$10,000 upon the occurrence of an Event of Default or Franchisee’s failure to timely pay any County Payment Obligation. The expiration date of the Letter of Credit must be no less than the Term or if subject to renewal, provide County with thirty (30) days advance notice of non-renewal. The Letter of Credit will expire on the date on which the Bank receives a certificate from County saying that the Term has expired or this Agreement has been terminated and Franchisee owes County no money hereunder, or that Franchisee has substituted an alternative letter of credit or other security document acceptable to County in County’s sole discretion. The form of the Letter of Credit, including the procedures for and place of demand for payment and drawing certificate attached thereto, is subject to approval of County in its sole discretion. The Letter of Credit must be transferable to any successor or assign of County.

ARTICLE 12. CRIMINAL ACTIVITY

12.01 Criminal Activity.

Franchisee will immediately provide Notice to County upon the occurrence of any of the following events or circumstances listed in Subsection (a) and Subsection (b) (“**Convictions or Pleas**”) with respect to Franchisee or any of its Contract Managers defined below in Subsection (e):

a. Convictions, etc.: Franchisee or any of its Contract Managers defined in Subsection 12.01(e), has a criminal conviction, permanent mandatory or prohibitory injunction, or a final judgment or order from a court, municipality, or regulatory agency of competent jurisdiction with respect to the following (“**Criminal Activity**”):

- (1) fraud or other criminal offense, other than offenses constituting infractions, in connection with obtaining, attempting to obtain, procuring, or performing a public or private agreement related to Recyclables or Solid Waste services of any kind (including collection, hauling, transfer, processing, composting, or disposal), including this Agreement;
- (2) bribery or attempting to bribe a public officer or employee of a local, state, or federal agency;

- (3) embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony;
- (4) unlawful disposal of hazardous, designated, or other waste; or
- (5) violation of securities laws or antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation, and of unfair and anti-competitive trade practice laws, including with respect to inflation of waste collection, hauling, or disposal fees.

b. Pleas, etc.: Franchisee or any of its Contract Managers defined in Subsection (e) has pled “guilty” or entered a plea of “*nolo contendere*” or “no contest” to Criminal Activity occurring within County or relating to this Agreement.

c. Cure. Upon the occurrence of any Convictions or Pleas, Franchisee immediately will do or cause to be done *both* of the following:

- (1) terminate from employment or remove from office the offending Contract Manager who is an individual, or, with respect to a Contract Manager that is the Franchisee or an Affiliate, the individual or individuals responsible for the Criminal Activity; and
- (2) eliminate the participation by that Contract Manager who is an individual or, with respect to a Contract Manager that is the Franchisee or an Affiliate, the individual or individuals responsible for the Criminal Activity, in any Position of Influence described in Subsection 12.01(e) below.

County in its sole discretion may terminate the Agreement upon 30 days’ Notice to the Franchisee, or may impose other sanctions (which may include financial sanctions, temporary suspensions, or any other conditions deemed appropriate short of termination) as it will deem proper, in the following events:

- (1) Franchisee or any Affiliate fails to comply with the foregoing obligation of this Subsection (c); or
- (2) the Criminal Activity concerns and is related to this Agreement.

Franchisee must be given the opportunity to present to the Director evidence in mitigation during the preceding Notice period and County must consider that evidence.

d. New Employees. Franchisee will not allow or cause to be allowed any employee, officer, or director of an Affiliate who is the subject of any Criminal Activity to be hired or transferred from any Affiliate to a position as a Contract Manager.

e. Definitions. For purposes of this Section, “**Franchisee or any of its Contract Managers**” means:

- (1) Franchisee and its officers and directors;
- (2) the officers and directors of Franchisee’s parent corporation and of each successive parent corporation’s parent corporation identified in Exhibit 12.01e(2);
- (3) the Franchisee Representative; and
- (4) any other Persons, including Affiliates and Franchisees’ or Affiliates’ employees, officers, or directors, who have the authority or responsibility to directly or indirectly administer, manage, direct, supervise, or oversee Franchise Services or this Agreement, *including* the following: (i) supplying goods or services; (ii) serving as director of the board of directors of Franchisee or an Affiliate; (iii) serving as an officer or employee of Franchisee or an Affiliate; (iv) reviewing or negotiating Franchisee’s contracts (including this Agreement); (v) providing in-house legal services; (vi) providing insurance or other performance security; and (vii) providing processing or disposal, but *excluding* the following: monitoring Franchisee’s performance, supervising Franchisee’s finance and capital budget decisions and articulating general policies and procedures not related to Criminal Activity. This authority and responsibility is defined as “**Position of Influence.**”

ARTICLE 13. SERVICE FEES

13.01 Service Fees. Franchisee understands and acknowledges, as follows:

- (1) Pursuant to Chapter 12.10 of the Mono County Code, up to two (2) solid waste enterprises will be granted exclusive franchises in the form of this Agreement to provide Franchise Services as primary franchisees within the Service Area.
- (2) In authorizing up to two (2) Franchisees within the same Service Area, it is County’s intention to allow for competition and thereby avoid the need to set Service Fees, other than Service Fee floors, for the provision of Franchise Services pursuant to this Agreement.
- (3) Notwithstanding the above, County may set Service Fee caps or specific Service Fees as provided in Subsection (b).

a. Service Fee Floors. Franchisee will not charge Service Fees for the Franchise Services provided pursuant to this Agreement that are less than those Service Fees listed in Exhibit 13.01a, except as set forth below.

1. Senior Rates. Franchisee may charge Service Fees up to twenty percent (20%) below those set forth in Exhibit 13.01a to Residential Customers over the age of 62, provided that those Service Fees are uniform as to all such Customers.

2. Multiple-service Cart. Franchisee may charge Service Fees up to twenty percent (20%) below those for Carts set forth in Exhibit 13.01a to Commercial Customers who require multiple Collections each week, provided that the reduced rates are uniform countywide and the Customer is already furnished with the largest Bin that Franchisee has in its Service Asset Inventory.

b. Service Fee Caps and Specific Service Fees. County may set Service Fees caps or set specific Service Fees for the provision of Franchise Services if either of the following events occurs:

1. Franchisee Becomes Sole Provider. If Franchisee becomes the only primary franchisee, as defined in Section 12.02.020 of the Mono County Code, then subject to subsequent Service Fee adjustment provided in Subsection 13.01(c), Franchisee will charge Service Fees no greater than the Service Fees it charged on the date that Franchisee became the sole primary franchisee, as determined by County. If, however, Franchisee's Service Fees increased by more than five percent (5%) in the 12-month period immediately preceding its becoming the only primary franchisee, then Franchisee will submit to County a written explanation of the basis for the increase(s) made during that 12-month period. Franchisee will provide County with documentation or other information related to those increases within ten (10) days of County's request. Based upon its review of that documentation and other information, the County Board may:

- (1) set Franchisee's Service Fees at the level existing as of the date Franchisee became the sole primary franchisee; or
- (2) set Franchisee's Service Fees at a level that is less than that existing on that date.

2. Unjustified Service Fee Increase Exceeding 5%. If, notwithstanding the existence of competition within the Service Area, any Service Fee or Fees charged by Franchisee increase by more than five percent (5%) in any 12-month period, then within ten (10) calendar days of County's request Franchisee will provide County with a written explanation of those increase(s), together with any financial and other records justifying the increase(s). If County determines, in its sole discretion, that the increase(s) are not justified by the information provided, then County may set Franchisee's Service Fee or Service Fees as provided in Subsection (b)(1).

c. Service Fee Adjustments. If Service Fees are set pursuant to Subsection (b)(1) or Subsection (b)(2), then those Service Fees may be adjusted as provided in Subsection (c). Upon written request by Franchisee to the County Board for a Service Fee adjustment submitted no earlier than July 1st and no later than October 1st prior to the commencement of each new Contract Year, Franchisee's Service Fees for Franchise Services will be adjusted, upward or downward, annually, effective January 1st of each Contract Year, in the manner described provided in

Subsection (c). The County Board may also (but is not obligated to) act on its own initiative in the event Franchisee declines to request an adjustment to its Service Fees, and adjust Franchisee's Service Fees in the manner described below. Franchisee will provide written notice to each Customer in a form approved by County, of annual increases, whether initiated by Franchisee or by the County Board, at least six (6) weeks prior to their implementation.

1. Annual Adjustments.

(i) **CPI Adjustment.** Seventy-five percent (75%) of Franchisee's Service Fees are subject to adjustment in accordance with the Consumer Price Index – Not Seasonally Adjusted, U.S. City Average for Garbage and Trash Collection (“CPI”), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year. Thus, if the CPI experienced a net increase of 3% from September, 2005, to September, 2006, then seventy-five percent (75%) of Franchisee's Service Fees would be subject to a three percent (3%) increase effective as of January 1, 2007.

(ii) **PPI Adjustment.** Five percent (5%) of Franchisee's Service Fees are subject to adjustment as described below in accordance with the Producer Price Index – Not Seasonally Adjusted, U.S. City Average for #2 Diesel all items (“PPI”), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year. Thus, if the PPI experienced a net increase of three percent (3%) between September, 2005, and September, 2006, then five percent (5%) of Franchisee's Service Fees would be subject to a three percent (3%) increase effective as of January 1, 2007.

(iii) **Gate Fee Adjustment.** Twenty percent (20%) of Franchisee's Service Fees are subject to adjustment to reflect increases or decreases in the gate fees charged at the Designated Disposal Site. This portion of Franchisee's Service Fees will apply either generally to the gate fees for solid waste, or for the specific category of waste for which the Franchisee has established a Service Fee, such as white goods, tires, C&D Waste, or others that may be applicable.

The total adjustment of Service Fees under this subsection, whether upward or downward, may not exceed five percent (5%) in any one Contract Year.

If either the CPI or PPI category specified above is discontinued or revised during the Term by the United States Department of Labor, Bureau of Labor Statistics, such other government index or computation with which it is replaced will be used in order to obtain substantially the same result as would be obtained if the category had not been discontinued or revised. County will specify any replacement index to the CPI or PPI category at its sole discretion.

2. Change in Law Adjustments. In addition to the adjustments set forth in Subsection (c)(1), Franchisee may request an adjustment to Franchisee's Service Fees where a change in Applicable Law, other than a change to the gate fees charged at the Designated Disposal Facility, results in an increase in Franchisee's Direct costs. Franchisee may request Service Fee

adjustments made under this subsection at any time during the course of a Contract Year; *provided, however,* that Franchisee may not request more than one adjustment due to changes in law per Operating Year. For the purposes of this subsection “**Operating Year**” will mean the 12-month period immediately preceding or following the requested adjustment. In its application for a Service Fee adjustment based on a Change in Law, Franchisee must include a statement of the amount of the requested adjustment, the basis therefore, and all financial and other records on which Franchisee relies for its claim that Franchisee’s Direct Costs have increased. The Director will review Franchisee’s Service Fee application and notify Franchisee if it is complete or whether the Director wishes to review and/or audit any additional documents or information reasonably related to the requested increase before submitting the matter to the County Board for their consideration. The Board will review and consider the requests within a reasonable period of time after the complete submittal by Franchisee and after County has had a reasonable period of time to request, review, and audit any applicable financial records of Franchisee and/or its Affiliates. The Board may grant Franchisee’s requested Service Fee adjustment or, based on the information presented, may increase or decrease Franchisee’s Service Fees in amounts different from Franchisee’s request. The adjusted Service Fees, if approved, will go into effect thirty (30) days after such approval or at such other time as established by the Board.

d. Resolution of Issues Regarding Service Fee Adjustments. Any issue regarding Service Fee adjustments, or the computation thereof will be decided by the County Board. The Service Fees in effect at the time any issue or dispute is submitted to the Board will remain in effect pending resolution of any issue or dispute. The effective date of any dispute resolution, whether retroactive or prospective, will reasonably be determined by the Board. In the event that Franchisee and County are unable to reach agreement regarding the adjustment of Service Fees, then either party may terminate this Agreement by sending to the other party a Notice stating the basis therefor, and setting a date of termination that is at six (6) months from the date printed on the Notice, *unless* the Parties agrees to a shorter date.

13.02 Fees Payable by Franchisee.

a. Franchise Fee.

1. Amount. In consideration for County’s granting Franchisee the franchise described in Section 4.01, Franchisee will pay County the Franchise Fee equal to four percent (4%) of the Gross Revenues received from providing the Franchise Services, commencing with revenues billed for and received after October 1, 2018, but excluding Gross Revenues received from providing the Franchise Services pursuant to an Existing Agreement listed in Exhibit 13.01a.

2. Payment. Franchisee will pay the Franchise Fee quarterly, no later than the first day of the second month immediately following the Quarter in which Franchisee rendered Franchise Services, as required by Section 12.10.022 of the Mono County Code (for example, for the quarter ending on March 31, payment is due no later than May 1). With payment, Franchisee will additionally provide:

- (1) documentation in form and detail satisfactory to the Director showing the basis for calculating the Franchise Fee, together with additional information to calculate or verify the Franchise Fee that the Director may determine to be necessary; and
- (2) a representation and warranty as follows: “I represent and warrant, under penalty of perjury of the laws of the State of California, that I am familiar with the financial transactions of Mammoth Disposal Company and am responsible for keeping and maintaining its financial records, including gross receipts thereof, and I have reviewed the [INSERT DATE AND DESCRIPTION OF ACCOMPANYING FRANCHISE PAYMENT ACCOUNTING STATEMENT]. To the best of my knowledge and belief, the statement is true, correct and complete.”

Documentation and representations and warranties filed by Franchisee are not deemed conclusive as to the information presented or statements made therein. Franchisee’s submission of documentation and representations and warranties does not preclude County from taking additional measures and actions to collect franchise fees actually due and payable.

3. Late Payment Charges. If Franchisee does not fully and timely pay its Franchise Fee in accordance with Subsection (a)(2), then Franchisee shall pay a basic penalty of ten percent (10%) of the amount of the unpaid Franchise Fee plus interest equal to one and one half percent (1½ %) of the total of (i) the unpaid monthly charges and (ii) the basic penalty, for each month, or part of a month, that the monthly franchise fee has not been paid.

4. County Audit. County may, at its own expense and using a consultant of its choosing, audit the records of Franchisee and Franchisee must provide County with copies of records within two (2) weeks of County’s request. If County’s audit demonstrates to the satisfaction of County that the Franchise Fee paid by Franchisee to County was understated, then Franchisee will pay County both:

- (1) the amount of the understated Franchise Fee plus the late payment charges provided in Subsection (a)(3) within thirty (30) days following County’s submission of the results of the audit to Franchisee, and
- (2) if County’s audit demonstrates that the Franchise Fee paid by Franchisee was understated by more than Five Thousand dollars (\$5,000.00) or two percent (2%), whichever is less, County’s Reimbursement Cost to conduct the audit.

5. Annual Review by CPA; Actual Payments. Within one hundred twenty (120) days following the close of each Contract Year, Franchisee will furnish County with a statement showing and substantiating the amount of the Franchise Fee, both owed and paid. Franchisee will cause that statement to be audited by an independent certified public accountant, acceptable to County, in accordance with generally accepted auditing principles, and including the accountant’s statement relative to his or her review. That statement will also be accompanied by the representation and warranty required by item (2) of Subsection (a)(2).

b. Solid Waste Permit Fee. Franchisee will pay County any fee for Permits issued by County in the time, manner, and amount required by the Mono County Code or by resolution of the County Board.

13.03 Payment of Moneys Due County.

Franchisee will pay all County Payment Obligations (i) on the date they are due pursuant to this Agreement; or (ii) if no date is provided in this Agreement, within twenty (20) days of County's demand.

If Franchisee has not fully and timely paid a County Payment Obligation within twenty (20) days of their due date, then County may draw on Franchisee's Letter of Credit in accordance with Section 11.03 for the amount of (i) the Payment Obligation, *plus* (ii) the Overdue Rate or, with respect to Franchise Fees, the late-payment charge set forth in Section 13.02.

13.04 Fee Disputes.

a. County's Notice of Dispute. If County disputes any amount calculated by Franchisee in accordance with Section 13.02(a), then County will give Franchisee Notice of its dispute together with any request for additional information, identified with reasonable specificity, with respect thereto.

b. Franchisee's Response. Within seven (7) days of receiving County's Notice, Franchisee will respond to County's dispute and supply any requested information. If Franchisee does not respond within said time, then it will be deemed to concur with County. If Franchisee concurs or is deemed to concur, then it will promptly amend the disputed invoice.

c. Dispute Resolution. If County disagrees with Franchisee's response and County and Franchisee cannot reach agreement during an ensuing 15-day period following the Franchisee's response, then the Parties may agree to submit the matter for binding resolution by the Independent Expert in accordance with Article 9.

ARTICLE 14. BREACHES, DEFAULTS, DAMAGES, AND OTHER REMEDIES

14.01 Certain Breaches and Damages.

a. Notice and Opportunity to Correct. County entered into this Agreement with Franchisee in part based on Franchisee's demonstrated abilities, service quality, and responsiveness to Customers' and County's needs. It is County's hope to avoid exercising remedies set forth in this Agreement whenever possible by working with Franchisee informally to resolve Events of Default or other failures to satisfy the obligations set forth in this Agreement. Thus, County may, in its sole discretion, provide verbal notice to Franchisee of any Event of

Default or failure by Franchisee to satisfy the obligations set forth in this Agreement of which County becomes aware prior to pursuing other remedies set forth in this Agreement. If Franchisee corrects said Event of Default or failure to the satisfaction of the Director within the number of days provided, then County shall not pursue additional remedies for that occurrence. In addition, Franchisee shall have each of the opportunities to cure and/or correct Events of Default or other failures to satisfy the obligations of this Agreement set forth in Mono County Code section 12.10.023(E).

b. Franchisee Reports. In each Quarterly Report, Franchisee will certify to County that it has fully and timely met its Performance Obligations during the preceding Quarter. If Franchisee cannot so certify, then Franchisee will note those failures in its Quarterly Report and within thirty (30) days of submitting its Quarterly Report, pay damages listed in Exhibit 14.01 for each failure occurring after the first six (6) weeks following the Commencement Date.

c. County Notice. If County becomes aware at any time that Franchisee has not fully and timely met its Performance Obligations, then County may provide Franchisee with a Notice thereof specifying any damages that Franchisee must pay County in accordance with Exhibit 14.01 within ten (10) days of Notice, *unless* Franchisee contests payment of damages as provided in Subsection (d).

d. Procedure for Review of Damage Obligations. Within ten (10) days of the date of the Notice by County described in Subsection (c), Franchisee may contest imposition of damages by submitting documentary evidence to County demonstrating why Franchisee does not owe damages. County will use Reasonable Business Efforts to review Franchisee's evidence and render a written decision to Franchisee confirming or reversing the imposition of damages as soon as reasonably possible after receipt of the evidence. County's decision is final and binding and constitutes final Notice for the purposes of this Subsection (d).

e. Damages Reasonable. The Parties acknowledge that County has incurred considerable time and expense procuring this Agreement in order to secure an improved level of Collection service quality, accountability, and increased Customer satisfaction. Therefore, consistent and reliable Franchise Service and accountability is of utmost importance to County. County has considered and relied on Franchisee's representations as to its quality of service commitment in entering into this Agreement, and Franchisee's breach of its Performance Obligations represents a loss of bargain to County and Customers.

The Parties further recognize that quantified standards of performance and regular reporting to County regarding that performance are necessary and appropriate to ensure consistent and reliable Service, and if Franchisee fails to meet its Performance Obligations then County will suffer damages (including its Customers' inconvenience; anxiety; and frustration, criticism, and complaint by Customers; potential political pressure; lost the County Board and staff time; and loss of bargain secured through time-consuming and expensive procurement) and that it is and will be impracticable and extremely difficult to ascertain and determine the value thereof. In addition, if Franchisee fails to fully and timely satisfy its Performance Obligations or in the Event of Default, then the urgency of protecting public health and safety may necessitate that County enter into emergency or short-term arrangements for services without competitive procurement at prices

substantially greater than hereunder, and the monetary loss resulting therefrom is impossible to precisely quantify. Lastly, termination of this Agreement for Franchisee Default and other remedies provided hereunder are, at best, a means of future correction and not remedies that make County whole for past Breaches and Franchisee Defaults. Therefore, the Parties agree that the liquidated damages listed in Exhibit 14.01 represent a reasonable estimate of the amount of said damages, considering all of the circumstances existing on the Commencement Date, including the relationship of the sums to the range of harm to County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each Party specifically confirms the accuracy of the statements made above and the fact that each Party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

14.02 Remedies Upon Default.

a. Remedy. Upon the occurrence of an Event of Default, County has the following remedies:

1. Termination. County may terminate this Agreement or any portion of Franchisee's Performance Obligations. Prior to termination, County must give Franchisee a Notice stating the reason for the termination. County may terminate the Agreement

- (1) thirty (30) days following the date of the Notice; or
- (2) immediately following the date of the Notice if
 - (i) County determines that protection of public health and safety requires immediate termination;
 - (ii) Franchisee fails to maintain insurance, bonds, or other assurances of performance required under this Agreement;
 - (iii) Franchisee Violates law, as set forth in Section 10.12.023(E)(1)(e) of the Mono County Code.

2. Suspension. County may suspend all or a portion of this Agreement for up to thirty (30) days. During that 30-day period the Franchisee may demonstrate to the sole satisfaction of County that Franchisee can once again fully perform the Franchise Services. If Franchisee so demonstrates, then County's right to suspend or terminate the Agreement will cease and Franchisee may resume providing Franchise Services. If Franchisee does not so demonstrate, then County may terminate the Agreement and exercise any other rights and remedies under this Agreement. Prior to suspending all or a portion of this Agreement, County must give Franchisee a Notice stating the reasons for the suspension. County may suspend the Agreement, effective fifteen (15) days after the date of the Notice. If County determines that the suspension is necessary for the protection public health and safety, then County need not give Franchisee Notice but may

give Franchisee oral notice stating the reasons for the suspension, effective immediately. County will provide Franchisee with Notice confirming oral notice.

3. Damages. County may exercise its remedies of damages (including damages in accordance with Section 14.01).

4. Equitable Relief. County may exercise any other available remedies at law or in equity (including specific performance and injunctive relief). Franchisee acknowledges that County's remedy of damages for a breach of this Agreement by Franchisee may be inadequate for reasons including: (i) the urgency of timely, continuous and high-quality Solid Waste management service under this Agreement, including collection, transportation and/or transfer for disposal of putrescible wastes which constitute a threat to public health; and (ii) for all of the reasons set forth in Section 14.01(e). Therefore, County is entitled to all available equitable remedies, including specific performance or injunctive relief.

b. Delivery Obligations. Franchisee further acknowledges that County's remedy of damages for a breach of Section 7.01 by Franchisee (Failure to Deliver Materials to Designated Disposal Facility) may be inadequate and, consequently, that County is entitled to all available equitable remedies, including specific performance and injunctive relief for all of the reasons set forth in Exhibit R-1.

14.03 Remedies Not Exclusive.

County's rights and remedies in the Event of Default are not exclusive. Exercise of one remedy, including seeking damages, is not an election of remedies but is cumulative with any other remedies under this Agreement.

14.04 Waivers.

a. County Waiver of Breach. County's waiver of any breach or Event of Default will not be deemed to be a waiver of any other breach or Event of Default including those with respect to the same obligations under this Agreement. County's decision not to demand payment of damages will not be deemed a waiver of any Franchisee failure to satisfy any Performance Obligations. County's subsequent acceptance of any damages or other money paid by Franchisee, including damages, will not be deemed to be a waiver by County of any pre-existing or concurrent breach or Event of Default.

b. Franchisee Waiver of Certain Defenses. Franchisee acknowledges that it is solely responsible for providing Franchise Services and by this Agreement irrevocably and unconditionally waives defenses to the payment and satisfaction of its Performance Obligations under this Agreement based upon failure of consideration; contract of adhesion; impossibility or impracticability of performance; commercial frustration of purpose; or the existence, non-existence, occurrence or non-occurrence of any foreseen or unforeseen fact, event, or contingency

that may be a basic assumption of Franchisee with regard to any provision of this Agreement. However, Franchisee does not waive any defense of Uncontrollable Circumstances.

14.05 Jurisdiction; Venue.

- a. Jurisdiction.** The Parties will bring any lawsuits arising out of this Agreement in State or Federal courts within the State of California, which will have exclusive jurisdiction over said lawsuits.
- b. Venue.** Venue will be made and performed in courts sitting in Mono County.
- c. Other.** The site of any other hearing or action, whether arbitration or non-judicial, of whatever nature or kind regarding this Agreement, will be conducted in Mono County.

14.06 Costs.

Franchisee agrees to pay to County County's Reimbursement Costs reasonably incurred by or on behalf of County enforcing timely payment or performance of Franchisee's obligations under this Agreement.

14.07 Assurance of Performance.

If Franchisee

- (1) is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing, or other concerted job action); or
- (2) appears in the judgment of County to be unable to regularly pay its bills as they become due; or
- (3) is the subject of a civil or criminal judgment or order entered by a federal, state, regional, or local agency for violation of an environmental or tax law,

and County believes in good faith that Franchisee's ability to timely and fully perform Franchise Services has been placed in substantial jeopardy, then County may, at its option and in addition to all other remedies it may have, demand from Franchisee reasonable assurances of timely and full performance under this Agreement. If Franchisee fails or refuses to provide reasonable assurances by the date required by County, then that failure or refusal will constitute an Event of Default in accordance with Section 12.10.023(E)(2)(b) of the Mono County Code.

14.08 County Right to Perform Franchise Services.

a. Events. County may perform, or contract for the performance of, any or all of Franchisee's Performance Obligations, including the collection of Solid Waste or any portion thereof and transportation and delivery to a Solid Waste facility, upon the occurrence of either of the following events, determined by County in its sole discretion:

- (1) Franchisee, due to Uncontrollable Circumstances or for any reason whatsoever, fails, refuses, or is unable for a period of forty-eight (48) hours to Collect and/or to transport, Solid Waste to a Solid Waste facility and County determines there is danger to the public health, safety, or welfare; or
- (2) County suspends any portion of Franchisee's Performance Obligations or terminates this Agreement in accordance with Section 14.02(a)(1).

County has no obligation to continue providing Franchise Services and may at any time, in its sole discretion, cease to provide Franchise Services. However, County's right to provide Franchise Services, including contracting with another Person, will continue until Franchisee can demonstrate to County's satisfaction that Franchisee is ready, willing, and able to resume timely and full Franchise Services.

b. Notice. County may give Franchisee oral notice that County is exercising its right to perform Franchise Services, which notice is effective immediately, but must confirm oral notice with Notice within 24 hours thereafter to extend County performance.

c. Records and Reports. In the event that County exercises its right under Section 14.08(a) to perform any or all of Franchisee's Performance Obligations, Franchisee shall promptly provide County with immediate access and/or possession of Records, including but not limited to those related to routing and billing.

d. Stipulations. Franchisee agrees and stipulates that County's exercise of rights under this Section 14.08 does not constitute a taking of any private property interest or right for which County must compensate Franchisee; will not create any liability on the part of County to Franchisee; and does not exempt Franchisee from any Indemnities, which the Parties acknowledge are intended to extend to circumstances arising under this Section 14.08.

ARTICLE 15. FRANCHISEE'S OBLIGATIONS UPON EXPIRATION OR TERMINATION

15.01 Pay Outstanding Amounts.

Franchisee will pay County any County Payment Obligations or other amounts then accrued and payable.

15.02 Cooperation During Transition.

If Franchisee is not awarded an agreement to continue to provide Franchise Services following the expiration or termination of this Agreement, then Franchisee will reasonably cooperate with County and the succeeding Franchisee(s), contractor(s), licensee(s), permittee(s), or other Person(s) providing Solid Waste Handling Services to assure a smooth, efficient, orderly, timely, and effective transition from Franchise Services to those Solid Waste Handling Services, including transfer of Records; complete routing information, route maps, vehicle fleet information, and Customer billing lists, upon request of County; providing other Records and reports required by this Agreement; and coordinating with County and any subsequent Franchisee(s), contractor(s), licensee(s), permittee(s), or other Person(s) with respect to exchanging Containers. Franchisee will not remove a Container from any Customer's premises until the earlier of: (1) the date replacement containers are provided to the Customer, or (2) 3 weeks after the expiration or termination of this Agreement. THIS OBLIGATION OF FRANCHISEE WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 16. THE PARTIES

16.01 Franchisee is Independent Contractor.

Franchisee will perform Franchise Services as an independent contractor engaged by County and not as officer, agent, servant, employee, or partner of County nor as a joint venture with County. No employee or agent of Franchisee is deemed to be an employee or agent of County. Franchisee will have the exclusive control over the manner and means of performing Franchise Services and meeting its Performance Obligations and over all Persons performing Franchise Services. Use of the word "direct" in this Agreement signifies County's right to require Franchisee's compliance with County directions, but will not be construed to signify County control over the manner and means of performing Franchise Services. Franchisee is solely responsible for the acts and omissions of its officers, employees, contractors, subcontractors, and agents, none of which is deemed to be an officer, agent, servant, or employee of County. Neither Franchisee nor its officers, employees, contractors, subcontractors, and agents will obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrue to County employees and Franchisee expressly waives any claim it may have or acquire to said benefits.

16.02 Parties in Interest.

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the Parties and their representatives, successors, and permitted assigns.

16.03 Binding on Successors.

The provisions of this Agreement will inure to the benefit of and be binding on the successors and permitted assigns of the Parties.

16.04 Further Assurances.

Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

16.05 Actions of County in Its Governmental Capacity.

Nothing in this Agreement is interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

16.06 Franchisee's Obligations Performed at Its Sole Expense.

Franchisee will perform Franchise Services solely for the compensation expressly provided for in this Agreement. Franchisee acknowledges that it will not receive any form of payment or other consideration from County for its performance under this Agreement except for the grant of the franchise under this Agreement. Franchisee will instead look solely to its Customers to compensate Franchisee for providing all Franchise Services and satisfying its Performance Obligations.

16.07 Parties' Representatives.

a. County Representative. The County Representative is the Director unless otherwise named by the County Board from time to time upon Notice of County Representative to Franchisee. The County Representative is authorized to act on behalf of County in the administration of this Agreement and, unless otherwise specified, may take all actions set forth in this Agreement except termination, extension, amendment, and assignment consent, without action by the County Board.

b. Franchisee Representative. The Franchisee Representative is Roger Brown, as may be changed from time to time upon Notice of Franchisee Representative to County. The Franchisee Representative is authorized to act on behalf of Franchisee in the performance under this Agreement.

16.08 Due Diligence.

Franchisee acknowledges that County may be subject to statutory fines or penalties for failure to achieve mandated waste diversion levels and that waste management is a public health and safety concern. It agrees that it will exercise due diligence in performing Franchise Services.

16.09 Subcontracting.

Franchisee may not Subcontract any portion of the Franchise Services, including the provision of Carts and Containers, set forth in this Agreement. Franchisee may engage any number of Subcontractors providing goods or services that do not comprise Franchise Services or the provision of Carts and Containers (e.g., billing services, equipment, maintenance). Franchisee will not subcontract in a manner that effectuates an assignment of this Agreement, unless the requirements of Section 12.10.023 of the Mono County Code and the provisions of this Agreement (including Section 17.01) related to assignment are met.

Franchisee must direct the work of Franchisee's Subcontractors. Franchisee is solely responsible for paying any compensation due or payable to Franchisee's Subcontractors. County may require Franchisee to remove any Subcontractor for good cause. Subcontractors' failure to satisfy its subcontracted obligations (including violation of Applicable Law) is a failure by Franchisee and County may exercise any or all of the rights and remedies available to County under this Agreement with respect to Franchisee.

“**Subcontractor**” includes any Person, including Affiliates, that provides goods or services that do not comprise Franchise Services or the provision of Carts and Containers but are related to the provision of Franchise Services, whether pursuant to formal, written agreement or merely in fact. “**Subcontract**” means any arrangement, formal or informal, written or otherwise, between Franchisee and a Subcontractor for providing goods or services related to the provision of Franchise Services.

In its Annual Report, Franchisee will disclose to County the name of all Subcontractors, the amount goods or services related to the provision of Franchise Services that each Subcontractor provides to Franchisee, and a description of Franchisee's relationships to each Subcontractor (including ownership interests).

16.10 No Use of County Name.

Franchisee will not do business as or use a corporate, partnership, venture, or other formal name, containing the words “Mono” or “County” or implying County ownership *although* upon County direction, Franchisee will use County's name in its public relations signage.

ARTICLE 17. ASSIGNMENT AND AMENDMENTS

17.01 Assignment.

a. County Assignment. County may assign this Agreement to a joint powers authority, a sanitation district, or other public entity succeeding to the major portion of County's solid waste management rights and obligations. County may also assign this Agreement to any other Person, with Franchisee's consent, upon County's determination that the assignee is financially capable of meeting County's obligations under this Agreement.

b. Franchisee Assignment. Franchisee acknowledges that the experience and expertise of Franchisee are material considerations of County in entering into this Agreement with Franchisee. Franchisee may not Assign this Agreement except in accordance with Section 12.10.23(C) of the Mono County Code. Franchisee may not circumvent County's Assignment consent rights in practical effect by securing goods or services from a Subcontractor that would be itself subject to "assignment," where "Subcontractor" is substituted for "Franchisee" in the definition of "Assign" in Subsection 17.01(c).

c. Assign. "Assign" includes:

- (1) selling, exchanging, or otherwise transferring effective control of management of the Franchisee (through sale, exchange, or other transfer of outstanding stock or otherwise);
- (2) issuing new stock or selling, exchanging, or otherwise transferring twenty percent (20%) or more of the then outstanding common stock of the Franchisee;
- (3) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance, or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction which results in a change of Ownership or control of Franchisee;
- (4) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of an execution, being levied against Franchisee, appointment of a receiver taking possession of any of Franchisee's tangible or intangible property;
- (5) substitution by a surety company providing any performance bond in accordance with Section 11.03 of another Person for Franchisee to perform Franchise Services;
- (6) sale or transfer of fifty percent (50%) or more of the value of assets of Franchisee except for sales or transfers to parents, grandparents, siblings, children, and grandchildren of persons having a shareholder or other equity interest in Franchisee as of the date of this Agreement ("Immediate Family") or trust created primarily to benefit members of the Immediate Family; and

- (7) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of Ownership or control of Franchisee.

17.02 Amendments.

The Parties may change, modify, supplement, or amend this Agreement only upon written agreement duly authorized and executed by both Parties. However, wherever reports, forms, protocols, or other documents are attached to this Agreement as attachments to an Exhibit, County Representative and Franchisee Representative may edit and revise them upon their agreement or otherwise provided in the related Sections of this Agreement, evidenced in writing *unless* this Agreement specifically requires approval by the County Board pursuant to resolution or otherwise.

ARTICLE 18. NOTICES, CONSENTS, APPROVALS, ETC.

18.01 Notices.

a. Written. The Parties must present and express all reports, demands, requests, directions, selections, option exercises, orders, requests, proposals, reviews, comments, acknowledgments, approvals, consents, waivers, certifications, and other communications made to each other under this Agreement in writing. Notice by County to Franchisee of a missed pick-up (i.e., non-collection) or a Customer problem or complaint may be given to Franchisee orally by telephone at Franchisee's local office with written confirmation sent to Franchisee within twenty-four (24) hours of the oral notification.

b. Manner. The Parties must provide Notices at the address provided in Subsection (c), in any of the following manners:

- (1) by e-mail or facsimile promptly followed by delivery described in following items (2), (3) or (4);
- (2) personal delivery to a representative of the Parties, with signed receipt;
- (3) deposit in the United States mail, first class postage prepaid (certified mail, return receipt requested); or
- (4) deposit with a commercial delivery service providing delivery verification.

c. Address.

<p>If to County:</p> <p>Mono County Public Works Department Attn: Solid Waste Superintendent 74 North School Street P.O. Box 457 Bridgeport, CA 93517</p> <p>Telephone: (760) 932-5440 Facsimile: (760) 932-5441</p>	<p>If to Franchisee:</p> <p>Mammoth Disposal Company, Inc. Attn: Roger Brown 59 Commerce Drive P.O. Box 237 Mammoth Lakes, CA 93546</p> <p>Telephone: (760) 934-2011 Facsimile: [PLACEHOLDER]</p>
--	---

The Parties may change their contact information above upon Notice to the other Party.

18.02 Consents and Approvals.

The County Representative is authorized to act on behalf of County in the administration of this Agreement and, unless otherwise specified, may take all actions set forth in this Agreement except termination, amendment, extension, and assignment consent, without action by the County Board.

18.03 Exercise of Discretion by County.

Recognizing the essential public health and safety protections this Agreement serves, where this Agreement specifically provides that the exercise of any Discretionary Action is in County's sole, exclusive, or absolute discretion, control, or judgment, that exercise of discretion is deemed reasonable and the Franchisee will not question or challenge County's exercise thereof. County will exercise any approval, disapproval, consent, option, discretion, election, opinion, or choice under this Agreement or interpretation of this Agreement in a manner that is reasonable.

ARTICLE 19. EXECUTION OF AGREEMENT

19.01 Authority to Execute.

County warrants that the officers listed below have been duly authorized by County to execute this Agreement on behalf of County. Franchisee warrants that the individuals listed below have been duly authorized by the Franchisee to execute this Agreement on behalf of the Franchisee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and entered as of the last date indicated below:

COUNTY OF MONO:

MAMMOTH DISPOSAL COMPANY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form (County Counsel):

By: _____

Title: _____

Date: _____

Approved by Risk Management:

By: _____

Title: _____

Date: _____

EXHIBIT R-1: FINDINGS REGARDING DESIGNATED DISPOSAL FACILITY

In view of the following findings and facts, County has determined that in order to sustain its solid waste program, protect itself from liability for waste generated within its borders, and continue to provide beneficial solid waste services such as education and recycling to its residents and to visitors to the area, it is necessary to require that solid waste collected by franchisees be delivered to a solid waste facility owned by County unless specifically exempted as provided for in this agreement.

a. Local Interests.

(i) County currently operates a comprehensive Solid Waste program which includes six (6) Solid Waste transfer stations, some of which additionally serve as landfills for C&D Waste, and one regional Class III Municipal Solid Waste Landfill.

(ii) At these facilities, County offers recycling services for cardboard, beverage containers, scrap metal, white goods, wood waste, waste tires, used oil and filters, and batteries. In addition, County accepts and processes hazardous materials such as household hazardous waste and universal wastes. County provides these services for free or at a low cost (for tires and white goods) to the public in order to encourage participation and minimize illegal disposal.

(iii) Also, as a part of its solid waste program, County has implemented an aggressive load-checking system at its landfill and transfer stations in order to prevent the improper disposal of liquids and hazardous materials and to help identify and separate recyclables. As a part of this program, County provides information to the public and to waste haulers about recycling and disposal of hazardous and other special wastes.

(iv) A combination of the above services offered by County has resulted in impressive results with respect to recycling, reduction in illegal dumping and disposal, and the safe handling and proper disposal of hazardous materials. For example, in 2017, County accumulated more than 318 tons of scrap metal and white goods at its regional landfill which were then recycled. In 2017 County also collected, 3,854 tons of inert waste and 5,693 tons of wood and green organic waste which were diverted from County's regional landfill, amounting to a combined twenty-nine percent (29%) of all Solid Waste received.

(v) The diversion of recyclable materials through County's solid waste program, and its regional landfill specifically, has enabled County to meet the California Integrated Waste Management Act's mandate that local jurisdictions divert for reuse or recycling fifty percent (50%) of the waste generated within their borders annually or face penalties of up to Ten Thousand dollars (\$10,000.00) per day. Also pursuant to the Integrated Waste Management Act, County has drafted and adopted an Integrated Waste Management Plan which sets forth County's goals with respect to source reduction and recycling and the means to accomplish those goals, of which the programs described above are a critical component.

(vi) County has developed plans and taken aggressive actions to minimize the risk of environmental harm from County's landfill operations which could potentially result from the

generation and migration of landfill gases or leachate. These measures pertain not only to the current operation of the landfill but also to its proper closure and maintenance after closure. For example, County has installed groundwater monitoring wells, conducts quarterly monitoring of landfill gas to identify potential subsurface migration, and sets aside funds each year to pay for closure activities consisting of the permanent sealing of the landfill. Additionally, as required by California law, County will monitor and maintain its landfills for a minimum of thirty (30) years after closure.

(vii) All of the above programs are paid for largely through gate fees generated at County's landfill and transfer stations. The loss of gate fee revenue caused by the transport of Solid Waste to facilities other than those operated by County threatens its entire Solid Waste program and could affect County's compliance with the Integrated Waste Management Act, causing the increased landfilling of recyclable materials and the improper disposal of Unpermitted Waste as well as exposing County to significant fines and penalties.

(viii) Moreover, County has no power or authority to regulate the handling or disposal of Solid Waste outside of its borders to ensure that such waste is properly managed. Yet it remains potentially liable for contamination caused by that waste under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"). Again, there is no way for County to control this risk if it has no power or authority to regulate how the waste is managed. County desires to minimize this exposure to CERCLA liability to the maximum extent feasible.

(ix) County's concerns about liability resulting from the disposal of County-generated waste at facilities not operated by County are real: three (3) of the four (4) regional landfills located in the eastern Sierra within a 200-mile radius of Mono County (and the only three (3) which have accepted waste or indicated the willingness to accept waste generated in Mono County in the past) do not have any groundwater or landfill gas monitoring systems in place and lack many of the other basic regulatory and environmental controls that have been implemented at County's facilities.

(x) For all of the above reasons, County has determined that it is necessary that Solid Waste collected by Franchisees be delivered to a Solid Waste facility owned or operated by County.

b. No Viable Alternatives.

County has considered alternatives to requiring Franchisees to deliver Solid Waste to a Solid Waste facility owned by County or, alternatively, paying the Capacity Fee for limited out-of-county hauling, but has found that there are no viable alternatives.

(i) County's ability to subsidize solid waste management through additional taxes or property-based fees is constrained practically and under the State constitution.

(ii) County has the power, authority, and direction to establish diversion performance standards at its own Solid Waste facility or facilities. It cannot establish, implement, or enforce those standards at facilities it does not own, including landfills where some Solid Waste generated in Mono County is presently being disposed.

(iii) Even if County could raise the capital to take over Solid Waste collection from present privately provided services to municipal service, which would allow County to deliver waste to its own Solid Waste and Recyclable Materials management system, under State law, it would be required to give private haulers five (5) years' advance notice of its intent to do so. During those five (5) years, the private haulers would have the continued right to provide service, and the present loss of County gate fee income would continue to imperil County's Solid Waste program.

(iv) Due to its rural character and remote location, it is impractical or impossible to require mandatory collection within Mono County and many County residents continue to self-haul to County's landfill or transfer stations. If those facilities ceased operation as a result of the failure to collect sufficient gate fee revenues to maintain them, then County residents and businesses would be faced with, in many cases, more than a 100-mile drive to dispose of their waste or would be forced to subscribe to Solid Waste Collection services to haul that waste for them. This would likely increase instances of illegal dumping, as well as be impractical for the reasons described in Subsection (b)(v) below. In addition, it would deprive those residents and businesses of the recycling and Unpermitted Waste processing services which are now available at County's facilities.

(v) User generation fees are not an alternative source of County funding. County has many rural areas, resulting in routing and collection inefficiencies for commercial waste haulers that can make collection cost at many remote residences prohibitively expensive for residents of limited financial means. If County required private haulers to collect user generation fees on behalf of County from private customers/subscribers absent mandatory subscription, those customers would unfairly and inequitably bear Solid Waste management costs of all County residents, those who subscribe and those who do not. As subscription rates increased, customers might drop service, thereby triggering an increasing spiral of costs spread over fewer customers/subscribers, and an increase in illegal dumping. Therefore, County faces the practical and political inability to implement user fees in lieu of gate fees at County facilities.

EXHIBIT 1.01: DEFINITIONS

“Act” means the California Integrated Waste Management Act set forth in California Public Resources Code at Sections 40000 *et seq.*

“Affiliate” or “Affiliates” means all businesses (including corporations, limited and general partnerships, and sole proprietorships) which are directly or indirectly related to Franchisee by virtue of direct or indirect Ownership interests or common management, including a business in which Franchisee has a direct or indirect Ownership interest, a business which has a direct or indirect Ownership interest in Franchisee and/or a business which is also Owned, controlled or managed by any business or individual which has a direct or indirect Ownership interest in Franchisee.

“Agreement” means this Agreement, including all exhibits and attachments which are incorporated herein by reference, as this Agreement may be amended and supplemented pursuant to Section 17.02.

“Annual Report” means the report described in Section 10.02(b).

“Applicable Law” means all laws, statutes, rules, regulations, guidelines, Permits, actions, determinations, orders, or requirements of the United States, State of California, County (including its County Code together with rules and regulations promulgated thereunder and County’s Integrated Waste Management Plan), the Local Enforcement Agency, California Highway Patrol, applicable Air Quality Management District, and other regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern Franchise Services or the performance of the Parties’ respective obligations under this Agreement, including any of the foregoing which concern health, safety, fire, mitigation monitoring plans, building codes, zoning, and further including:

1. Vehicles:

- (i) Section 43000 *et seq.* of the California Health and Safety Code with respect to air emissions (smog checks);
- (ii) Section 27456b of the California Vehicle Code with respect to tires;
- (iii) Section 34500 *et seq.* of the California Vehicle Code with respect to documentation through its maintenance log or otherwise of a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code as applicable to each Vehicle, including bi-annual “BIT” inspections conducted by the California Highway Patrol;
- (iv) rules and regulations promulgated under the California Vehicle Code with respect to Vehicle highway lighting, flashing and warning lights, clearance lights, and warning flags;

- (v) rules and regulations of the California Department of Motor Vehicles with respect to Vehicle registration;
- (vi) Vehicle weight limits;
- (vii) the appropriate class of drivers' licenses issued by the California Department of Motor Vehicles;
- (viii) Control Measure for Diesel Particulate Matter from On-Road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicles, 13 CCR § 2020 *et seq.*;
- (ix) 14 CCR §§ 17341, 17342, 17343 and 17344, with respect to equipment construction, safety and parking and identification of operating equipment.

2. Containers:

- (i) 14 CCR § 17314 with respect to maintenance and placement of containers;
- (ii) 14 CCR § 17317 with respect to placing identifying name and telephone number on containers.

3. Labor:

- (i) drug and alcohol testing;
- (ii) the Occupational Safety and Health Act (29 U.S.C. Section 651 *et seq.*), including the Solid Waste Disposal Facility Criteria promulgated by the U.S. EPA on October 9, 1991 (40 CFR, Parts 257 and 258); and the California Occupational Safety and Health Act (California Labor Code, Division 5, Parts 1-10, Section 6300 *et seq.*), and rules and regulations of California Division of Occupational Safety and Health;
- (iii) the Immigration Reform and Control Act of 1986 (PL.99-603);

4. Environmental protection:

- (i) CERCLA;
- (ii) RCRA;
- (iii) Clean Air Act (42 U.S.C. Section 1351 *et seq.*, 42 U.S.C. Section 7401-7642); and the California Clean Air Act (Health & Safety Code Sections 1251 *et seq.* and Health and Safety Code Sections 39000 *et seq.*);
- (iv) California Hazardous Waste Control Act (California Health & Safety Code, Section 25100 *et seq.*);

- (v) California Hazardous Materials Release Response Plan and Inventory Act (California Health & Safety Code, Division 20, Chapter 6.95, Section 25500 *et seq.*);
- (vi) Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*);
- (vii) Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 *et seq.*); and

5. Miscellaneous:

- (i) County Lobbyist Ordinance;
- (ii) Civil Rights Act of 1964 (Subchapter VI or Chapter 21 of Title 42);
- (iii) California Integrated Waste Management Act; and
- (iv) Mono County Code.

“Bear Carts” means wheeled containers having a capacity of either 35, 64, or 95/96 gallons supplied by Franchisee for Collection of Customers’ Solid Waste that provides adequate protection against bears.

“Bins” means metal containers supplied by Franchisee for Collection of Commercial or Residential Customers’ Solid Waste (also commonly referred to as “dumpsters”).

“Board” or **“County Board”** means the Mono County Board of Supervisors.

“Bulky Waste” means Solid Waste that cannot be contained within a Residential Customer’s Cart, such as

- (1) furniture (including chairs, sofas, mattresses and rugs);
- (2) appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, small household appliances, and other similar items commonly known as **“white goods”**);
- (3) large Yard Wastes (including wood waste, tree branches, scrap wood); and
- (4) tires.

“Capacity Fee(s)” means those fees as set forth in Exhibit 7.01b.

“**Carts**” means wheeled containers having a capacity of either 35, 64, or 95/96 gallons supplied by Franchisee for Collection of Customers’ Solid Waste.

“**C&D Waste**” means used or discarded construction materials, packaging, and rubble removed from a premises during the construction or renovation of a structure resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures.

“**CERCLA**” means the Comprehensive Environmental Response, Compensation and Liability Act of 1982 (42 U.S.C. § 9601 *et seq.*).

“**Collect**” or “**Collection**” or other form thereof refers to Solid Waste pickups made by Franchisee as required by and in compliance with the provisions of this Agreement.

“**Commencement Date**” means the later date of execution by the Parties indicated on the execution page of this Agreement.

“**Commercial**” or “**Commercial Premises**” means a premise that is not Residential, including premises where business activity is conducted, including offices, retail sales, services, institutions, wholesale operations, food service, manufacturing and industrial operations, public property, and facilities but excluding businesses conducted upon residential premises that are permitted under applicable zoning regulations and are not the primary use of the property. Commercial Collection Services are described in Section 4.01c(2).

“**Commercial Set-out Site**” is defined in Section 4.01(c)(2)(i).

“**Containers**” means the Carts, Bear Carts, Bins, or Roll-offs from which Franchisee must Collect Solid Waste.

“**Contract Year**” means the calendar year, commencing January 1 and ending December 31.

“**County**” means County of Mono, a political subdivision of the State of California, or any governmental entity which may hereinafter assume waste management obligations of County, including any joint exercise of powers authority or other similar public entity with which County participates or contracts with, established to provide solid waste management services or meet Solid Waste diversion requirements under Applicable Law. For the purposes of Indemnities, “**County**” also means its officers, employees, agents, franchisees, attorneys, administrators, affiliates, representatives, servants, insurers, heirs, assigns and any successor or successors to County’s interest.

“**County Code**” or “**Code**” means the Mono County Code, including Title 12.

“**County Office Hours**” means 8 a.m. to 5 p.m. on County Working Days.

“**County Payment Obligations**” means monetary amounts due and payable to County, or claims by County for those amounts, including those listed under Sections 13.02 and 14.01, any County

Reimbursement Costs, and any amounts accrued and payable upon termination of the Agreement in accordance with Section 15.01.

“County Reimbursement Costs” means Direct Costs incurred by County plus ten percent (10%).

“County Working Days” means days on which County administrative offices are open to the public.

“Customer(s)” means the generators (including owners, tenants, occupants, and/or persons having the care or control of any premises within County) of Solid Waste to which Franchisee is required to provide Franchise Services.

“Day” or **“Days”** means calendar days.

“Delivery Obligations” means Franchisee’s obligation to deliver Solid Waste to the Designated Disposal Facility as set forth in Section 7.01.

“Designated Disposal Facility” means the Benton Crossing Landfill, located at 899 Pit Road in Mono County.

“Direct Costs” are actual costs incurred, including staff, equipment, materials, overhead, and other costs reasonably expended in the performance of an activity, certified by an authorized financial officer of the Party submitting a payment demand therefor.

“Director” means the Director of County Department of Public Works or his or her designee.

“Diversion Facility” is defined in Section 6.01(a).

“Divert,” “Diverted,” “Diversion” or other form thereof is defined in Section 6.01(a).

“Diverted Recyclables” is defined in Section 6.01(a).

“Event of Default” means an Event of Default listed in Section 12.10.023(E)(1) of the Mono County Code, or failure by the Franchisee to deliver solid waste to the Designated Disposal Facility, in accordance with Section 7.01 of this Agreement.

“Franchise Fee” means the fee described in Section 13.02(a).

“Franchise Services” means all Performance Obligations of Franchisee to Customer under Article 4.

“Franchise Area” means the unincorporated area of County of Mono, excluding that portion of County known as “Oasis” and described in Exhibit 4.01a.

“Franchisee” means Mammoth Disposal Company and any assignee thereof consented to by County in accordance with Section 17.01. For purposes of Indemnities, Franchisee also means

Franchisee's employees, officers, agents, subcontractors, and consultants performing or responsible for performing Franchise Services; provided that only signatory Mammoth Disposal Company, a California corporation, is obligated to provide indemnities and those employees, officers, agents, subcontractors, and consultants will not be liable therefor as individuals.

“Franchisee’s Reimbursement Costs” means the rate listed on Franchisee’s current fee schedule or, if not listed on the fee schedule, then Franchisee’s Direct Costs plus ten percent (10%).

“Gross Revenues” means any and all revenue or compensation in any form derived directly or indirectly by Franchisee, its Affiliates, subsidiaries, parents, or any other entity in which Franchisee has a financial interest in collecting, transporting, arranging, handling, and/or disposing of franchised Solid Waste generated in the Franchise Area. Gross Revenues does not include revenue from the sale of Recyclable Materials.

“Hazardous Waste” means “hazardous waste” as defined in Section 12.02.020 of the Mono County Code defining Unpermitted Waste.

“Holidays” means those days of each year when the Designated Disposal Site is closed, plus any additional days designated by Franchisee as Holidays, with the approval of County.

“Household Hazardous Waste” means any Unpermitted Waste generated incidental to owning or maintaining a place of residence, excluding any Unpermitted Waste generated in the course of operation of a business concern at a residence, in accordance with Section 25218.1 of the California Health and Safety Code.

“Indemnities” means all defenses and indemnities under this Agreement.

“Independent Expert” is the Person selected in accordance with Section 9.01(a).

“Liabilities” includes: liabilities, lawsuits, claims, complaints, causes of action, citations, investigations, judgments, demands, clean-up orders, damages (whether in contract or tort), including

- (1) personal injury to or death of, at any time, Franchisee’s employees, Subcontractors, County, or the public;
- (2) property damage of Franchisee, Subcontractors, County, or the public;
- (3) costs and expenses, (including all costs and expenses of litigation, mediation or arbitration, attorneys fees, whether County’s or Franchisee’s staff attorneys or outside attorneys, and court costs);
- (4) losses;
- (5) fines;

(6) penalties; and

(7) other detriments of every nature and description whatsoever,

whether under State of California or federal Applicable Law; and **Liabilities** arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

“Non-Collection Notice” means either:

- (1) Verbal notice by Franchisee to Customer given within twenty-four (24) hours of the non-collection of Solid Waste from a Customer’s Set-out Site on the Regularly-Scheduled Collection Day notifying the Customer of the reason for the non-collection and notifying the Customer of how the non-collection will be remedied (e.g., the manner in which materials should be prepared by the Customer for collection or the date of rescheduled Collection); or
- (2) if directed by County, a 3-part (no carbon required) form with a cardstock backing (or other form approved by County) left by Franchisee for Customers at the times, in the events and in the manner described in Section 4.04 which contains, at a minimum:
 - a. the date and time it is given;
 - b. the complete address of the premises;
 - c. the reason for the non-collection;
 - d. the name of Franchisee’s employee who prepared the notice;
 - e. the manner in which materials should be prepared for collection; and
 - f. printed in English and Spanish.

Franchisee will leave a hard (cardstock) copy with the Customer, will retain one copy, and will transmit one copy to the Director on the next weekday which is not a Holiday.

“Notice” or **“Notify”** or other variation thereof means notice given in accordance with Section 18.01.

“Office” or **“Franchisee’s Office”** means the administrative office of Franchisee and identified by Franchisee to County.

“Office Hours” or **“Franchisee’s Office Hours”** means 8:00 a.m. to 5:00 p.m., Monday through Friday.

“Overdue Rate” means ten percent (10%) per annum.

“Own” or **“Ownership”** or other forms thereof means constructive ownership under the provisions of Section 318(a) of the Internal Revenue Code of 1986 (26 U.S.C. Section 318), as in effect on the date here, except that (i) ten percent (10%) is substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) is disregarded. Where the Ownership interest is less than ten percent (10%), that interest is disregarded, and percentage interests is determined on the basis of the percentage of voting interest or value which the Ownership interest represents, whichever is greater.

“Party” and **“Parties”** refers to County and the Franchisee, individually and together.

“Performance Obligations” means Franchisee’s liabilities and obligations under this Agreement.

“Permits” means all federal, State, County, other local, and any other governmental unit permits, orders, licenses, approvals, authorizations, consents, and entitlements that are required under Applicable Law to be obtained or maintained by any Person with respect to Franchise Services.

“Person” includes any individual, firm, limited liability company, association, organization, partnership, industry, public or private corporation, trust, joint venture, the United States, the State, a County (excluding Mono County), a municipality, special purpose district, or any other entity whatsoever.

“Procurement Proceedings” means any memorandums, meetings, correspondence, telephone calls, field trips, draft documents, and the County Board sessions with respect to the planning, development, drafting negotiation and execution of this Agreement.

“Prompt,” “Promptly,” and variations thereof mean as soon as possible, but not less than two (2) days, unless otherwise specified.

“Quarter” means any of the 3-month periods identified in Exhibit 10.02a.

“Quarterly Reports” means reports described in Section 10.02(a).

“Records” are defined in Section 10.01(a).

“Recyclables” means materials that have been separated by the generator from the Solid Waste stream prior to disposal or which have been separated from the solid waste stream after disposal for the purpose of creating raw materials from which new products will be made or for the purpose of reusing them as a used or reconstituted product. Recyclables includes Yard Waste.

“Reasonable Business Efforts” means those efforts a reasonably prudent business Person would expend under the same or similar circumstances in the exercise of that Person’s business judgment,

intending in good faith to take steps calculated to satisfy the obligation which that Person has undertaken to satisfy.

“Refuse” means Solid Waste comprised of rubbish, trash, and garbage.

“Regularly-Scheduled Collection Day” means Regularly-Scheduled Residential Collection Day and Regularly-Scheduled Commercial Collection Day.

“Regularly-Scheduled Commercial Collection Day” is defined in Section 4.01(c)(2)(iv).

“Regularly-Scheduled Residential Collection Day” is defined in Section 4.01(c)(1)(iv).

“Residential” means any residential premises in Mono County such as single family, duplex, triplex, mobile home, multi-family, apartment, stock cooperative, and condominium residences in the unincorporated area of Mono County, excluding hotels, motels, and automobile courts, that subscribe to Residential Collection Service. Residential Collection Services are described in Section 4.01(c)(1).

“Residential Set-out Site” means the edge of the driveway in front of a Residential Premise or, if there is no accessible driveway, such other location as agreed to between the Residential Customer and Franchisee and specified in the Subscription Order.

“Roll-offs” means Containers designed for disposal of Solid Waste loaded onto and discharged from tilt-frame trucks or trailers at the Solid Waste generation site by winch or similar means. Such Containers are also commonly referred to as “debris boxes.”

“Service Asset Documents” are defined in Section 14.08(h).

“Service Assets” means all property of Franchisee used directly or indirectly in performing Franchise Services, including Vehicles, Containers, maintenance equipment and facilities, administrative equipment, and offices and related supplies.

“Service Day” means weekdays and Saturday, other than Holidays.

“Service Fee(s)” means those fees charged to Customers by Franchisee for Franchise Services.

“Set-out Site” means Residential Set-out Site and Commercial Set-out Site.

“Solid Waste” means solid waste defined in Chapter 12.02.020 of the Mono County Code that Franchisee is obligated to Collect pursuant to this Agreement, including Refuse, Bulky Waste, and C&D Waste.

“Solid Waste Handling Services” has the meaning defined in Section 12.02.020 of the Mono County Code.

“Subscription Orders” are described in Section 4.10.

“Suspect Categories” means race, color, religion, national origin, ancestry, age, physical handicap, medical condition, marital status, sex/gender, or sexual orientation.

“Term” is the period beginning on the Commencement Date and ending on the earlier of the expiration of the Agreement in accordance with Section 3.01 or termination of the Agreement in accordance with Article 14.

“Uncontrollable Circumstance(s)” means “uncontrollable circumstances” as defined in Section 12.10.023(E)(6) of the Mono County Code.

“Unpermitted Waste” is defined in Section 12.02.020 of the Mono County Code.

“Unpermitted Waste Screening Protocol” is prescribed in Section 5.06 and contained in Exhibit 5.06.

“Vehicles” means all trucks (including trucks providing Residential and Commercial Collection of Solid Waste, Bulky Waste, and litter pickup; and field supervisors’ and administrators’ vehicles), rolling stock and other vehicles used to provide Franchise Services (including Collection as well as repair and maintenance), whether owned or leased by Franchisee.

“Violate,” “Violates,” or “Violation” is defined in Section 12.10.023(E)(1)(c) of County Code.

“Yard Waste” is defined in Section 12.02.020 of County Code.

EXHIBIT 2.01: FRANCHISEE’S REPRESENTATIONS AND WARRANTIES

a. Status. Franchisee is a corporation duly organized, validly existing and in good standing under the laws of the State of California or the State of Nevada and is qualified to do business in the State of California.

b. Authority and Authorization. Franchisee has full legal right, power, and authority to execute and deliver this Agreement and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Franchisee and constitutes a legal, valid and binding obligation of the Franchisee enforceable against the Franchisee in accordance with its terms.

c. No conflicts. Neither the execution nor delivery by the Franchisee of this Agreement, the performance by the Franchisee of its Performance Obligations, nor the fulfillment by the Franchisee of the terms and conditions of this Agreement: (i) conflicts with, violates, or results in a breach of any Applicable Law; (ii) conflicts with, violates, or results in a breach of any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority, or any agreement or instrument to which the Franchisee or any of its Affiliates is a party or by which the Franchisee or any of its Affiliates’ properties or assets are bound, or constitutes a default thereunder.

d. No approvals required. No approval, authorization, license, permit, order, or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency, or instrumentality is required for the valid execution and delivery of this Agreement by the Franchisee, except as has been duly obtained from its Board of Directors or other governing body or Person.

e. No litigation. As of the Commencement Date, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality pending or, to the best of the Franchisee’s knowledge, threatened, against the Franchisee wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would materially adversely affect the performance by the Franchisee of its Performance Obligations or in connection with the transactions contemplated by this Agreement, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Franchisee in connection with the transactions contemplated by this Agreement.

f. Due Diligence. Franchisee has made an independent investigation, examination, and research satisfactory to it of the conditions and circumstances surrounding the Agreement and best and proper method of providing Franchise Services (including Franchise Service types) and labor, equipment, and materials for the volume of Franchise Services to be provided. Franchisee agrees that it will make no claim against County based on any estimates, statements, or interpretations made by any officer, employee, agent, or consultant of County in connection with the procurement of this Agreement that proves to be in any respect erroneous.

g. Compliance with Applicable Law. Franchisee has fully complied with all Applicable Law, including without limitation law relating to conflicts of interest, in the course of procuring this Agreement.

EXHIBIT 4.01a: SERVICE AREA

[SEE MAP OR LEGAL DESCRIPTION OF THE SERVICE AREA ATTACHED TO THIS EXHIBIT.]

**EXHIBIT 4.05e: CUSTOMER COMPLAINT AND BILLING DISPUTE RESOLUTION
PROTOCOL**

Franchisee's Customer complaint and billing dispute resolution protocol is attached to this Agreement.

EXHIBIT 5.02g: SERVICE ASSET INVENTORY

Attached to this Exhibit is an inventory of Service Assets, whether new or used, owned or leased by Franchisee, including:

- (1) maintenance yards and facilities; the Office and any other administrative and customer service offices (together with equipment therein),
- (2) Vehicles described by type (i.e., manufacture and model number for cab, chassis and body; and descriptive notation said as front end loader, compactor, etc.), number, DMV license number, the age of the chassis and body; type of body (open-top, closed etc.); type of fuel used; feed and practical or net capacity, including bins or compartments, as applicable; weight; the date of acquisition; the maintenance and rebuilt status; lease or installment purchase information; warranty information;
- (3) Containers described by volume, size, and specifications; and
- (4) computer hardware and software for billing, required record-keeping, inventory, and maintenance and repair records.

EXHIBIT 5.06: UNPERMITTED WASTE SCREENING PROTOCOL

Franchisee will screen all loads of Solid Waste for Unpermitted Waste by causing its drivers to observe, directly or through mirrors or other mechanism(s), the tipping of Containers into Vehicles at the point of Collection. Franchisee will employ direct visual inspection where necessary and appropriate. Franchisee will conduct on-going training of its drivers, mechanics, dispatchers, and other support personnel in Unpermitted Waste recognition and safety procedures, including notification of County as described below. Franchisee will carry in its Vehicles literature developed by County pertaining to the proper handling of Unpermitted Wastes. Such literature will be left by Franchisee with its Customers upon Customer request, upon identification of Unpermitted Waste, or upon request by County.

Franchisee will additionally comply with the following requirements in handling Unpermitted Waste that is Hazardous Waste:

- (1) Driver will immediately notify its dispatch center (“Dispatch”) and take immediate and appropriate action to contain and isolate said load;
- (2) Dispatch will immediately notify the Franchisee’s field supervisor;
- (3) Dispatch will immediately contact the Environmental Health Division of the Mono County Health Department, or if those offices are closed, County Emergency Communications Center;
- (4) Depending on the amount and identity of the Hazardous Waste involved, Franchisee will at its option either (i) segregate and containerize the Hazardous Waste in preparation for manifesting and transport or (ii) contact a permitted Hazardous Waste transport company to assist therein. Franchisee will ensure that an authorized official of Franchisee is available in person or by telephone at all times to authorize the expenditure of funds, if necessary, for Hazardous Waste cleanup. Franchisee will transport any Hazardous Waste it chooses to transport in accordance with Applicable Law, including but not limited to the following:
 - (i) the regulations of the Department of California Highway Patrol (Title 13, Code of California Regulations or “CCR”);
 - (ii) regulations of the federal Department of Transportation (DOT) (Title 49, Code of Federal Regulations);
 - (iii) regulations of the U.S. Environmental Protection Agency (Title 40, Code of Federal Regulations);
 - (iv) the regulations of the California Occupational Health and Safety Administration (Title 8, CCR); and

(v) the regulations of the California Department of Toxic Substances Control (Title 22, CCR).

- (5) No later than the next County Working Day following its occurrence, Franchisee will orally notify the Director of the incident and its status and/or ultimate disposition. Franchisee will provide a written incident report to the Director within fourteen (14) days. The report will include the following: (i) the date and time of the occurrence; (ii) name of driver; (iii) description of hazardous materials; (iv) origin of the hazardous material (if identifiable); (v) observations made and actions taken by Driver and/or Field Supervisor; (vi) the status and/or ultimate disposition of the material; and (vii) any additional relevant comments.

At least once per Contract Year, Franchisee will provide Notice to its Customers indicating the locations where Unpermitted Waste may be delivered for proper management and processing.

Franchisee will make available to County promptly upon request all Records, including plans and/or other documents maintained by Franchisee with respect to Unpermitted Waste in accordance with Applicable Law.

In lieu of compliance with the above Unpermitted Waste Screening Protocol, Franchisee may provide County with a copy of an Unpermitted Waste Screening Protocol it has developed containing procedures in accordance with applicable law for handling Unpermitted Waste that is hazardous waste that is no less stringent than the Protocol set forth in this Exhibit 5.06. Upon approval by the Director, Franchisee's Unpermitted Waste Screening Protocol shall replace the Protocol set forth herein.

EXHIBIT 7.01b: CAPACITY FEES

Capacity Fees shall be as follows:

For loads verified by a weight ticket from County's Walker Transfer Station, County's Bridgeport Transfer Station, or issued by a certified weighmaster from another California or Nevada state certified truck scale satisfactory to the Director, as required by Section 7.01b, Franchisee shall pay County the amount of County's solid waste tipping fee, as established and may be amended by resolution of the County Board of Supervisors.

As of the Commencement Date of this Agreement, the amount of County's solid waste tipping fee is \$74.00 per ton.

EXHIBIT 10.01a: RECORDS

Franchisee will collect, record, and maintain, at a minimum, the information specified in this Exhibit 10.01a, indicating the date and the day of the week of the event reported. Franchisee will provide the following information to County promptly upon written request by County.

1. Tonnage. Franchisee will collect, record, and maintain information regarding the tonnage of:
 - (a) Residential and Commercial Solid Waste;
 - (b) Recyclables;
 - (c) Bulky Waste; and
 - (d) C&D Wastecollected and delivered to the Designated Disposal Facility, including the following information:
 - (a) route numbers;
 - (b) truck numbers;
 - (c) Designated Disposal Facility's certified weight ticket number for each load;
 - (d) weight of each load (gross, tare, and net); and
 - (e) source-jurisdiction allocation or ratio.

2. Monetary Amounts. Franchisee will collect, record, and maintain information regarding the following:
 - (a) Service Fees – service fees charged to and collected from Customers.
 - (b) Subscription Orders – each Customer's Subscription Order and account service information (Section 4.10).
 - (c) Customer Billing Records – billing records required by Section 4.09, including Customers' special Service requests for on-call pickup of excess and Bulky Waste.
 - (d) Franchisee's Reimbursement Costs – Franchisee's Reimbursement Costs for emergency clean up.
 - (e) Fees payable to County.
 - (i) Financial records, books, accounts, and warranties corroborating the Franchise Fee owed to County in accordance with Section 13.02, including all documentation required by Section 13.02; and
 - (ii) financial records, books, and accounts corroborating any other County Payment Obligations.

3. Customer Service. Franchisee will collect, record, and maintain information regarding the following:

- (a) Complaint Records including logged complaints for alleged missed collections; failure to properly replace Containers (Section 4.01(c)(1)(iii) and Section (c)(2)(iii)), failure to clean up litter (Section 4.03(b)), discourtesy (Section 4.03(a)), damaged property, collecting outside permitted hours (Section 4.01(d)(1)), all including time, date, and manner of resolving complaint.
 - (b) Requests for Franchise Services, including record of Customers' telephonic, mailed, faxed or e-mailed requests to commence Franchise Services (Section 4.01(c)(1)(i) and Section (c)(2)(i)); discontinue Franchise Services (Section 4.01(c)(1)(ii) and Section (c)(2)(ii)); deliver, repair or replace, or pick up Containers (Section 4.01(e)); change size or number of Containers; or supply locks (Section 4.01(e)); and any failure to timely commence or provide any of those Services.
 - (c) Copies of Notices to Customers, including notice of Holiday or changed schedules enclosed in Customers' bills (Section 4.01(d)(2) and Section 4.06) and public education and community relations materials (Section 4.06).
4. Operations. Franchisee will collect, record, and maintain information regarding the following:
- (a) Routing Specifications (Section 5.01).
 - (b) Service Asset Inventory (Section 5.02(g)) and Service Asset Documentations (Exhibit 5.02g).
 - (c) Compliance with Applicable Law, including copies of all violations, tire invoices and specifications; Vehicle registration, certifications, reports and maintenance logs; drivers' licenses, training records (including Unpermitted Waste identification and handling), and drug and alcohol testing; records showing compliance with Federal Immigration and Control Act of 1986; and approvals, authorizations, and Permits.
 - (d) Records of Vehicle inspections, including Vehicles' fire extinguisher service records, and warranty and maintenance recommendations.
 - (e) Records of Criminal Activity (Article 12).
 - (f) Any documentation with respect to insolvency, bankruptcy or liquidation described in Mono County Code Section 12.10.023(E)(2)(f), including records with respect to Service Assets, such as any seizures, attachments or levies.
 - (g) Container maintenance (Section 4.01(e)).
5. Insurance and Other Performance Assurances. Insurance, performance bonds, letter of credit etc. (Article 11).

EXHIBIT 10.02a: QUARTERLY REPORTS

For the purposes of the Quarterly Reports, the term “quarters” is defined as follows: “First Quarter” consists of January, February, and March; “Second Quarter” consists of April, May, and June; “Third Quarter” consists of July, August, and September; and “Fourth Quarter” consists of October, November, and December. In the Quarterly Report, Franchisee will include, at a minimum, the following information:

- (a) Summary of Records. A summary of the Records for events (including Unpermitted Waste spills or other incidents, Customer complaints, Vehicle inspections, Criminal Activity, or other events) during the previous quarter and a copy of Franchisee’s complaint log, including missed pickups, Non-Collection Notices and a description of how each complaint was resolved.
- (b) Certifications. A certification that Franchisee has met its Performance Obligations including Delivery Obligations (Section 7.01) for the quarter or, alternatively, a description of those Performance Obligations and Delivery Obligations not met during the quarter.
- (c) Summary of Education Efforts. A summary of education efforts undertaken in that quarter and copies of all materials distributed to Customers during the Quarter, including community relations materials (Section 4.06(a)(1)) and promotional materials (Section 4.06(a)(3)).
- (d) Diversion Information. Any information necessary to meet the reporting requirements of the Act, including Solid Waste Collection and disposal tonnages, Recyclables collection and processing tonnages, and the origin thereof.
- (e) Operational Report. A discussion of Service or operational problems and resolution thereof or planned therefore, if requested by County.
- (f) Collection Fee Summaries: Fees invoiced and paid, including (i) service fees charged for each type of service; (ii) service fees collected from Customers; and (iii) Franchise Fees paid to County.

Quarterly Reports may be made on Form 10.02a which is attached to this Exhibit.

FORM 10.02a

MONO COUNTY FRANCHISEE QUARTERLY REPORT

Submitted by: _____ (Franchisee)

FOR THE YEAR OF 20__

- 1st Quarter (January, February, March) (due by April 15)
- 2nd Quarter (April, May, June) (due by July 15)
- 3rd Quarter (July, August, September) (due by October 15)
- 4th Quarter (October, November, December) (due by January 15)

1. Summary of Records	<p>a. Unpermitted Waste Spills:</p> <p>b. Vehicle Inspections:</p> <p>c. Criminal Activity:</p> <p>d. Other Events:</p> <p>e. Complaint Log:</p>	<p><input type="checkbox"/> None <input type="checkbox"/> See Attached</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Attached</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Attached</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Attached</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Attached</p>
2. Certifications	<p>I represent and warrant, under penalty of perjury, that Mammoth Disposal Company (Franchisee) has met its Performance Obligations, including Delivery Obligations, for the Quarter noted above. OR,</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Signature</p>	<p>During the Quarter noted above, Mammoth Disposal Company (Franchisee) did <u>not</u> meet all of its Performance Obligations (including Delivery Obligations) and will pay to County liquidated damages for each failure as noted on the attached sheet.</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Signature</p>
3. Summary of Education Efforts	Such as inserts, mailers, magnets, flyers, etc.	<p><input type="checkbox"/> None <input type="checkbox"/> See Attached</p>
4. Diversion Information	Information required by the Act, including Solid Waste Collection and disposal tonnages, Recyclables collection and processing tonnages, and origin, in accordance with Section 6.01.	<p><input type="checkbox"/> None <input type="checkbox"/> See Attached</p>
5. Collection Fee Summaries (fees invoiced and paid)	<p>a. Service fees charged for each type of service</p> <p>b. Service fees collected from Customers</p> <p>c. Franchise fees paid to County</p>	<p><input type="checkbox"/> See Attached</p> <p>\$ _____</p> <p>\$ _____</p>

EXHIBIT 10.02b: ANNUAL REPORTS

In the Annual Report, Franchisee will include, at a minimum, a collated summary of the information contained in Quarterly Reports, including reconciliation of any adjustments from prior Quarterly Reports, and the following information and statements:

1. **Service Asset Inventory.** A complete inventory of Service Assets in accordance with Article 5.02g.
2. **Financial Status Statement.** A statement by Franchisee's Chief Executive Officer either: (i) that in the prior Contract Year there have been no material changes in Franchisee's financial status or condition; or (ii) describing any material changes in Franchisee's financial status or condition during that Contract Year.
3. **Pending litigation Statement.** A declaration describing the current status of any criminal or civil litigation pending against Franchisee, Franchisee's parent company, or any subsidiaries of the parent company, if any, which relates to Solid Waste handling, collection, recycling, or disposal, including any Criminal Activity defined in Section 12.01a.
4. **Subcontractors.** The names of all Subcontractors, the scope and amount of services or goods Subcontractors provide to Franchisee, and a description of Franchisee's relationships to each Subcontractor (including Ownership interests) (Section 16.09).

Annual Reports may be made on Form 10.02b which is attached to this Exhibit.

FORM 10.02b

MONO COUNTY FRANCHISEE ANNUAL REPORT FOR 20_____

Submitted by: _____ (Franchisee)

(Due by February 15)

<p>1. Total information contained in Quarterly Reports for the year</p>		<input type="checkbox"/> See Attached
<p>2. Service Asset Inventory</p>		<input type="checkbox"/> See Attached
<p>3. Financial Status Statement</p>	<p>I represent and warrant, under penalty of perjury, that in the prior Contract Year there have been no material changes in Mammoth Disposal Company (Franchisee) financial status or condition.</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title (CEO or Principal)</p> <p>_____</p> <p>Signature</p>	<p>I represent and warrant, under penalty of perjury, that in the prior Contract Year, those changes to Mammoth Disposal Company (Franchisee) financial status or condition listed on the attached sheet which is labeled “Material Changes to Mammoth Disposal Company’s Financial Status or Condition” have occurred.</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title (CEO or Principal)</p> <p>_____</p> <p>Signature</p>
<p>4. Pending Litigation Statement</p>	<p>A declaration describing the current status of any criminal or civil litigation pending against Franchisee, Franchisee’s parent company, or any subsidiaries of the parent company which relates to Solid Waste handling, including any Criminal Activity under Section 12.01(a).</p>	<input type="checkbox"/> None <input type="checkbox"/> See Attached
<p>5. Subcontractors</p>	<p>Names of all Subcontractors, the scope and amount of Franchise Services, other services, or goods Subcontractors provide to franchisee, and a description of Franchisee’s relationships to each Subcontractor (including Ownership interests) (Section 16.09).</p>	<input type="checkbox"/> None <input type="checkbox"/> See Attached

EXHIBIT 11.01a: INSURANCE

1. Workers' Compensation and Employer's Liability. Franchisee will maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Franchisee will maintain Employer's Liability insurance in an amount not less than One Million dollars (\$1,000,000.00) per accident or disease.

The Workers' Compensation policy will contain endorsements in substantially the following form:

- (a) "30 days prior written notice will be given to County in the event of cancellation of this policy. Such notice will be sent to:

Mono County Risk Management
Post Office Box 696
Bridgeport, California 93517"
- b. "Insurer waives all right of subrogation against County and its officers and employees for losses arising from work performed for County."

2. General Liability and Automobile Liability. Franchisee will maintain comprehensive Commercial General Liability insurance with a combined single limit of not less than Two Million dollars (\$2,000,000.00) per claim or occurrence and Four Million dollars (\$4,000,000.00) aggregate covering all claims and all legal liability for Personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of Franchisee's performance of, or its failure to perform services under this Agreement.

Franchisee will also maintain Automobile Liability Insurance for each of Franchisee's vehicles used in the performance of this Agreement, including owned, non-owned, leased or hired vehicles, in the minimum amount of One Million dollars (\$1,000,000.00) combined single limit per accident.

The Commercial General Liability and Automobile Liability insurance required by this section will be written on an "occurrence" (or in the case of Automobile Liability, on an "accident" basis), rather than a "claims made" basis, if such coverage is readily obtainable for a commercially reasonable premium. If it is not so obtainable, Franchisee must arrange for an extended reporting period ("tail coverage") to protect County from claims filed within one year after the expiration or termination of this Agreement relating to incidents that occurred prior to such expiration or termination. The policy may not contain a deductible or self-insured retention of more than ten thousand dollars (\$10,000.00) per occurrence without prior written approval of County. The existence of a self-insured retention or deductible will not affect Franchisee's duty to defend and indemnify County under this Agreement as to Claims below the self-insured retention or deductible level.

The Commercial General Liability policy will contain endorsements in substantially the following form:

- a. “30 days prior written notice will be given to County in the event of cancellation of this policy. Such notice will be sent to:

Mono County Risk Management
Post Office Box 696
Bridgeport, California 93517”

- b. “The County, its officers, employees, and agents are additional insureds on this policy.”
- c. “This policy will be considered primary insurance as respects any other valid and collectible insurance maintained by County, including any self-insured retention or program of self-insurance, and any other such insurance will be considered excess insurance only.”
- d. “Inclusion of County as an insured will not affect County’s rights as respects any claim, demand, suit or judgment brought or recovered against Franchisee. This policy will protect Franchisee and County in the same manner as though a separate policy had been issued to each, but this will not operate to increase the insurer’s liability as set forth in the policy beyond the amount shown or to which the insurer would have been liable if only one party had been named as an insured.”

3. Pollution Liability. Franchisee will purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount of One Million dollars (\$1,000,000.00) covering liability arising from the sudden and accidental release of pollution in the performance of Franchise Services.

4. Physical Damage. Franchisee will maintain comprehensive (fire, theft and collision) Physical Damage insurance covering the vehicles and the machinery and equipment that is owned by Franchisee and used in providing service to County under this Agreement, with a deductible or self-insured retention of not greater than Fifty Thousand dollars (\$50,000.00). The Physical Damage policy will contain the following endorsements:

- (a) Notice of cancellation, as provided in Exhibit 11.01a(2)(a); and
- (b) Cross liability endorsement, as provided in Exhibit 11.01a(2)(d).

EXHIBIT 12.01e(2): FRANCHISEE OR ANY OF ITS CONTRACT MANAGERS

Franchisee Representative identifies the following individuals by name of corporate position as individuals meeting the definition of “Franchisee or any of its Contract Managers.” Upon change in individuals, Franchisee Representative will amend this Exhibit in its next Quarterly Report.

If the Franchisee amends the identification, then the Parties will respectively substitute this amended Exhibit. The dated signature of each Party Representative on such amended form will be deemed evidence that Notice was given in accordance with Section 18.01 and that the new attachment supersedes the prior attachment.

By: _____
Franchisee Representative

Date: _____

EXHIBIT 13.01a: SERVICE FEE FLOORS

Franchisee will not charge Customers Service Fees that are less than those identified below:

RESIDENTIAL RATES ¹		COMMERCIAL RATES ¹							
CANS, CARTS, VOLUME		BINS			DEBRIS BOXES		COMPACTOR		
Size ²	“A” ³	Size ²	“A” ³	“B” ³	Size ²	“B” ³	Size ²	“B” ³	
1 35-gal. Cart	\$18.38	1 cy	\$120.23	\$27.83	10 cy	\$421.05	10 cy	\$386.93	
2 35-gal. Carts	\$24.15	2 cy	\$165.38	\$38.33	20 cy	\$705.08	20 cy	\$772.28	
1 64-gal Cart	\$27.83	3 cy	\$213.15	\$48.83	30 cy	\$962.85	30 cy	\$1,160.25	
2 64-gal Carts	\$38.33	4 cy	\$248.33	\$57.23	40 cy	\$1,342.43	40 cy	\$1,540.35	
1 95-gal. Cart	\$36.75	6 cy	\$322.28	\$74.03					
2 95-gal. Carts	\$50.93								
1 cubic yard (cy) ⁴	\$29.93								
1 Bear Cart	\$43.05								

Notes:

1. Rates may be adjusted annually in accordance with the formula set forth in Section 13.01(c)(1).
2. Sizes are nominal values, not precise volumes. Fees for nominal container volumes that fall in between or higher than those listed will be determined by linear interpolation or extrapolation, respectively, and rounded to the nearest three significant figures.
3. Service fee categories identified above are as follows: “A” = cost per month; “B” = cost per dump.
4. Or approximately equivalent to 6 35-gallon cans/carts.

EXHIBIT 14.01: COMPENSATORY AND LIQUIDATED DAMAGES

References in the chart below to “per breach per day” refer to the first occurrence and continuation on successive days. For example, failure to correct a missed pickup would result in liquidated damages on the day of the scheduled pickup and each following day until corrected.

1. Compensatory Damages. If County in its sole discretion chooses not to exercise its right to terminate this Agreement in accordance with Section 14.02 in the event Franchisee fails to deliver Solid Waste to the Designated Disposal Facility in accordance with Section 7.01, then the Franchisee will pay County:

- (a) County Reimbursement Costs to provide necessary persons for monitoring of Franchisee’s compliance with said delivery requirements, including following Franchisee’s vehicles on Service routes; and
- (b) The County’s Reimbursement Cost of enforcing or securing specific performance of Franchisee’s delivery obligation; and
- (c) For each ton of Solid Waste collected by Franchisee that Franchisee delivers to a facility or site other than the Designated Disposal Facility (“Undelivered Tons”), as demonstrated by weigh bills at said other facility or site, reports by any monitoring party, or such other evidence as may be deemed satisfactory by County, the Capacity Fee set forth in Exhibit 7.01b. County may estimate the number of Undelivered Tons based on prior disposal records, Customer lists, or other means.

2. Liquidated Damages. The following is a schedule of liquidated damages for additional breaches.

DESCRIPTION OF BREACH	DAMAGES
Failure to correct a missed pick-up [Section 4.01(c)(1)(iv) and Section 4.01(c)(2)(iv)].	Up to \$100 per failure per day.
Failure to return emptied container to its proper location [Section 4.01(c)(1)(iii)].	Up to \$100 per failure per day.
Failure to provide Residential Customers with written notice of the availability of cart or can service [Section 4.01(c)(1)(iii)].	Up to \$100 per failure per day.
Failure to commence or discontinue Franchise Services [Section 4.01(c)(1)(i) and Section 4.01(c)(2)(i)]; or to deliver, repair or replace, or pick up Containers [Section 4.01(c)(1)(iii) and Section 4.01(c)(2)(iii)]; change size or number of Containers [Section 4.01(e)]; supply locks [Section 4.01(e)], or clean, paint, and maintain Containers [Section 4.01(e)].	Up to \$100 per failure per day.
Failure to comply with authorized collection hours [Section 4.01(d)].	Up to \$100 per failure per day.
Failure to provide any Customer with timely notice of change in Collection schedule [Section 4.01(d)].	Up to \$100 per failure.

DESCRIPTION OF BREACH	DAMAGES
Discourteous behavior by Franchisee's employees reported by or complained of by customers to Franchisee or County [Section 4.03(a)].	Up to \$100 per incident.
Failure to compensate, repair or replace damaged pavements, utilities and/or customer property caused by Franchisee or its personnel [Section 4.03(d)].	Up to \$250 per failure.
Failure to clean up spillage or litter caused by Franchisee [Section 4.03(b) and (c)]. Failure to properly cover materials in Collection Vehicles [Section 4.03(c)] or to maintain or identify Vehicles [Section 5.02].	Up to \$100 per failure per location.
Failure to maintain a toll-free telephone number or required office hours [Section 4.05(a)].	Up to \$100 per failure per day.
Failure to timely respond and resolve each complaint in accordance with the complaint resolution protocol [Section 4.05(e)].	Up to \$250 per failure.
Failure to record a complaint [Section 4.05(d) and Section 10.01]. Failure to provide County access to records of complaints or to provide copies of complaint logs in Quarterly Reports [Section 4.05(d) and Section 10.02].	Up to \$250 per failure.
Failure to timely submit general Customer correspondence and promotional materials, news releases, public education or community relations materials to County for County review [Section 4.06].	Up to \$100 per occurrence and additionally up to \$100 per day for each day prior to retraction or correction of misinformation.
Failure to provide Customers with a written Subscription Order [Section 4.10].	Up to \$100 per failure per day.
Failure to meet with County [Section 5.07]. Failure to return County phone calls, e-mails, or other correspondence from County [Section 8.07].	Up to \$100 per failure per day.
Failure to maintain or timely submit complete Reports and/or documents to County (such as Quarterly and Annual Reports [Section 10.02], Financial Reports [Section 10.03], Route Maps and Route Changes [Section 5.01(a) and (b)], Service Asset Inventory [Section 5.02(g)], Contingency Plan [Section 5.05], Hazardous Waste Screening Protocol [Section 5.06], or Insurance certificates or policies [Article 11].)	Up to \$100 per failure or per day that a Report or document is late.
Failure to perform any other Performance Obligation set forth in this Agreement.	Up to \$100 per failure per day.

EXHIBIT 16.09: COUNTY-APPROVED SUBCONTRACTORS

PRIMARY FRANCHISE AGREEMENT

BETWEEN COUNTY OF MONO

AND

D & S WASTE REMOVAL, INC.

FOR COLLECTION OF SOLID WASTE

FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS

IN UNINCORPORATED MONO COUNTY

DECEMBER 2018

This page intentionally left blank.

TABLE OF CONTENTS

ARTICLE 1.	DEFINITIONS AND CONTRACT INTERPRETATION	2
1.01	Definitions.....	2
1.02	Interpretation and Construction.	2
1.03	Integration	2
1.04	Severability	3
1.05	Interpretation.....	3
1.06	Timely Performance.....	4
ARTICLE 2.	FRANCHISEE’S REPRESENTATIONS AND WARRANTIES	4
2.01	Franchisee	4
ARTICLE 3.	TERM OF AGREEMENT	4
3.01	Term.....	4
3.02	Survival of Certain Provisions.....	5
ARTICLE 4.	COLLECTION	5
4.01	Scope of Basic Franchise Services	5
4.02	Pickup of Excess and Bulky Waste	10
4.03	Service Standards.....	10
4.04	Service Exceptions.....	11
4.05	Customer Service	13
4.06	Public Education and Community Relations.....	13
4.07	Customers’ Privacy.....	14
4.08	No Discrimination.....	15
4.09	Franchisee Billing.....	15
4.10	Description of Customers’ Rights.....	16
4.11	Customer Satisfaction Survey.....	16
4.12	Public Performance Review.....	17
4.13	Enforcement of Franchise.....	17
ARTICLE 5.	OPERATIONS.....	17
5.01	Routing.....	17
5.02	Vehicles, Service Assets, and Drivers.	18
5.03	Public Resources Code Section 49520.	19
5.04	Personnel.....	20
5.05	Contingency Plan.....	20
5.06	Unpermitted Waste.	20
5.07	Annual Meetings.....	21
ARTICLE 6.	DIVERSION.....	21
6.01	Diversion Reporting.....	21

6.02	Additional Programs.....	22
ARTICLE 7. SOLID WASTE DISPOSAL.....		22
7.01	Transportation to Designated Disposal Facility.....	22
7.02	Defense and Indemnification; Release.....	24
7.03	Disposal Fees.....	26
ARTICLE 8. MISCELLANEOUS SERVICE PROVISIONS.....		26
8.01	Emergency Services.....	26
8.02	Title to Solid Waste.....	26
8.03	Compliance with Applicable Law.....	26
8.04	Cooperation with Waste Studies.....	28
8.05	Service Materials Belong to County.....	28
8.06	Recycled Materials.....	28
8.07	Responsiveness to County.....	28
8.08	Commingling of Waste.....	28
ARTICLE 9. DISPUTE RESOLUTION BY INDEPENDENT EXPERT.....		29
9.01	Independent Expert.....	29
ARTICLE 10. RECORDS AND REPORTING.....		30
10.01	Records.....	30
10.02	Reporting.....	31
10.03	Financial Records and Reports.....	31
10.04	Proprietary Reports and Records.....	32
ARTICLE 11. INSURANCE, INDEMNIFICATION AND PERFORMANCE ASSURANCES.....		33
11.01	Insurance.....	33
11.02	Franchisee Defense and Indemnification.....	34
11.03	Letter of Credit.....	35
ARTICLE 12. CRIMINAL ACTIVITY.....		35
12.01	Criminal Activity.....	35
ARTICLE 13. SERVICE FEES.....		37
13.01	Service Fees. Franchisee understands and acknowledges, as follows:.....	37
13.02	Fees Payable by Franchisee.....	40
13.03	Payment of Moneys Due County.....	42
13.04	Fee Disputes.....	42
ARTICLE 14. BREACHES, DEFAULTS, DAMAGES, AND OTHER REMEDIES.....		42
14.01	Certain Breaches and Damages.....	42

14.02	Remedies Upon Default.....	44
14.03	Remedies Not Exclusive.....	45
14.04	Waivers.....	45
14.05	Jurisdiction; Venue.....	46
14.06	Costs...46	
14.07	Assurance of Performance.....	46
14.08	County Right to Perform Franchise Services.....	47
ARTICLE 15..... FRANCHISEE’S OBLIGATIONS UPON EXPIRATION OR TERMINATION.....		47
15.01	Pay Outstanding Amounts.....	47
15.02	Cooperation During Transition.....	48
ARTICLE 16. THE PARTIES.....		48
16.01	Franchisee is Independent Contractor.....	48
16.02	Parties in Interest.....	48
16.03	Binding on Successors.....	49
16.04	Further Assurances.....	49
16.05	Actions of County in Its Governmental Capacity.....	49
16.06	Franchisee’s Obligations Performed at Its Sole Expense.....	49
16.07	Parties’ Representatives.....	49
16.08	Due Diligence.....	50
16.09	Subcontracting.....	50
16.10	No Use of County Name.....	50
ARTICLE 17. ASSIGNMENT AND AMENDMENTS.....		51
17.01	Assignment.....	51
17.02	Amendments.....	52
ARTICLE 18. NOTICES, CONSENTS, APPROVALS, ETC.....		52
18.01	Notices.....	52
18.02	Consents and Approvals.....	53
18.03	Exercise of Discretion by County.....	53
ARTICLE 19. EXECUTION OF AGREEMENT.....		54
19.01	Authority to Execute.....	54

EXHIBITS

EXHIBIT R-1: FINDINGS REGARDING DESIGNATED DISPOSAL FACILITY	i
EXHIBIT 1.01: DEFINITIONS.....	iv
EXHIBIT 2.01: FRANCHISEE’S REPRESENTATIONS AND WARRANTIES	xiv
EXHIBIT 4.01a: SERVICE AREA	xvi
EXHIBIT 4.05e: CUSTOMER COMPLAINT AND BILLING DISPUTE RESOLUTION PROTOCOL	xvii
EXHIBIT 5.02g: SERVICE ASSET INVENTORY	xviii
EXHIBIT 5.06: UNPERMITTED WASTE SCREENING PROTOCOL.....	xix
EXHIBIT 7.01b: CAPACITY FEES	xxi
EXHIBIT 10.01a: RECORDS	xxii
EXHIBIT 10.02a: QUARTERLY REPORTS	xxiv
EXHIBIT 10.02b: ANNUAL REPORTS	xxvi
EXHIBIT 12.01e(2): FRANCHISEE OR ANY OF ITS CONTRACT MANAGERS	xxx
EXHIBIT 13.01a: SERVICE FEE FLOORS	xxxii
EXHIBIT 14.01: COMPENSATORY AND LIQUIDATED DAMAGES	xxxiii
EXHIBIT 16.09: COUNTY-APPROVED SUBCONTRACTORS	xxxiv

This Agreement (“**Agreement**”) is made and entered into by and between County of Mono, a political subdivision of the State of California (the “**County**”), and D & S Waste Removal, Inc., a Nevada corporation operating primarily out of Yerington, Nevada (the “**Franchisee**”), on the later date of execution by the Parties indicated on the execution page of this Agreement. Hereinafter, the Parties may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS

1. County is responsible for protection of public health and the environment. County is not only authorized but is required to provide solid waste handling services to its citizens under the provisions of the California Integrated Waste Management Act (the “**Act**”), which is set forth in the California Public Resources Code at Section 40000 *et seq.*, including source reduction, recycling, composting, and the collection, transfer and disposal of solid waste within the unincorporated County area.

2. County is liable for its solid waste. County, not any waste hauler, is liable to the State under the Act for any fines up to \$10,000 per day levied for noncompliance with the Act. Local public agencies like County have also generally been held liable under federal Superfund laws for the costs of cleaning up Hazardous and Unpermitted Waste sites that accepted solid waste generated within the jurisdiction of the local public agency. Therefore, County is prudent to provide for terms and conditions of its solid waste processing and disposal in accordance with this Agreement.

3. It is necessary to require Franchisee to deliver solid waste to a solid waste facility owned by County or pay Capacity Fees therefore. In view of the findings contained in Exhibit R-1 to this Agreement, County has determined that in order to sustain its solid waste program, minimize its risk of liability for waste generated within its borders, and continue to provide beneficial solid waste services to its residents and to visitors to the area, it is necessary to require that solid waste collected by franchisees be delivered to a solid waste facility owned and/or operated by County or, in those limited circumstances when it is not feasible to do so, to require that Capacity Fees be paid.

NOW, THEREFORE, in consideration of the mutual promises, covenants, guaranties, and conditions contained in this Agreement and for other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS AND CONTRACT INTERPRETATION

1.01 Definitions.

In this Agreement words have the meanings defined in Exhibit 1.01, which controls in the event of any conflict with the definitions used in the preamble and recitals above.

1.02 Interpretation and Construction.

a. Gender and Plurality. Words of the masculine gender include correlative words of the feminine and neuter genders, and vice versa. Words importing the singular number include the plural number, and vice versa, unless the context demands otherwise.

b. Headings, Font. Any captions or headings following the Article, Exhibit, Section, subsection, and paragraph numbers and preceding the operative text of this Agreement are for convenience of reference only and do not control or affect the scope, intent, meaning, construction, interpretation or effect of this Agreement. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and contract administration only and does not imply relative importance or unimportance of any provision of this Agreement.

c. References to Parts. References to Sections and Articles refer to Sections and Articles of this Agreement, unless specified otherwise. References to Exhibits refer to Exhibits attached to this Agreement. Reference to “subsections” refers to the subsection contained in the same Section in which the reference occurs, unless otherwise provided.

d. Examples. Examples are for purpose of illustration only. If any example is ambiguous or is inconsistent or conflicts with the text that it illustrates, then the text shall govern.

e. Specifics No Limitation on Generalities. The mention of any specific duty or liability imposed upon the Franchisee may not be construed as a limitation or restriction of any general liability or duty imposed upon the Franchisee by this Agreement or Applicable Law.

f. Exhibits. The Exhibits to this Agreement are part of this Agreement to the same extent and effect as if included in the text of Articles 1 through 19.

1.03 Integration.

This Agreement contains the entire agreement between the Parties with respect to the rights and responsibilities of the Parties under this Agreement, including the enforcement and administration of this Agreement. This Agreement completely and fully supersedes all prior agreements and understandings between the Parties with respect to their rights and responsibilities, including those contained in Procurement Proceedings.

1.04 Severability.

a. Substitute Provision. If any clause, sentence, provision, subsection, Section or Article of this Agreement (an “**Agreement Provision**”) is ruled unconstitutional, illegal, invalid, non-binding, or unenforceable by any court of competent jurisdiction, then the Parties will:

- (1) promptly meet and negotiate a substitute for the Agreement Provision and any related amendments, deletions, or additions to other provisions of this Agreement that together effect the Parties’ original intent to the greatest extent allowable under Applicable Law; and
- (2) if necessary or desirable to accomplish the purpose of Subsection (a)(1), apply to the court that declared that invalidity for a judicial construction of the substituted Agreement Provision and any amendments, deletions, or additions to this Agreement.

Franchisee will pay County half of the actual costs of any application within twenty (20) days of certified receipt of County’s request.

b. Remaining Provisions. Except as provided in Subsection (c), the unconstitutionality, illegality, invalidity, non-binding nature, or unenforceability of any Agreement Provision will not affect any of the remaining provisions of this Agreement.

c. Exception. If any Agreement Provision with respect to County’s direction of Solid Waste to a Designated Disposal Site, including Section 7.01, is ruled unconstitutional, illegal, invalid, non-binding, or unenforceable by any court of competent jurisdiction, then County may in its sole discretion either:

- (1) sever that Agreement Provision and construe and enforce this Agreement in accordance with this Section 1.04; or
- (2) sever that Agreement Provision and, unless Franchisee is complying with that Agreement Provision in actual practice, terminate this Agreement in accordance with Section 14.02(a)(1); or
- (3) accept the ruling without severing that Agreement Provision.

1.05 Interpretation.

This Agreement must be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting. Franchisee acknowledges that it determined to participate in the procurement of this Agreement upon its own choice and initiative and during the course of that procurement County met and conferred with Franchisee and solicited Franchisee’s comments, exceptions, and proposals with respect to provisions in the Agreement. The Parties have negotiated this Agreement at arms length and with

advice of their respective attorneys, and no provision herein is construed against County solely because it prepared this Agreement in its executed form.

1.06 Timely Performance

a. Specified Days on Weekdays.

- (1) **Performance.** Where this Agreement requires that an obligation be performed within a specified number of days, if the last day falls on a weekend or holiday, the obligated Party may perform that obligation on the next weekday following the weekend or holiday. *For example, if Franchisee must provide documentation to County within 2 days of County request on a Friday, Franchisee must give County the documentation by the following Monday.*
- (2) **Counting.** Each calendar day is counted when determining the last day of the specified number of days. *For example, if Franchisee must provide documentation to County within one week of County's request on a Friday, Franchisee must give County the documentation by the next Friday.*

b. Specified Hours on Any Day. Where this Agreement requires that an obligation be performed at a specified time, in any of the following events the obligated Party must perform that obligation within the specified time, *even if* the time for performance falls on a weekend or holiday:

- (1) the specified time is measured in hours;
- (2) County specifies the time (*for example, on a Saturday even though performance would otherwise occur on Monday*); or
- (3) County determines that there is a threat to public health or safety.

ARTICLE 2. FRANCHISEE'S REPRESENTATIONS AND WARRANTIES

2.01 Franchisee.

Franchisee represents and warrants as contained in Exhibit 2.01.

ARTICLE 3. TERM OF AGREEMENT

3.01 Term.

a. Term. The Term of the Agreement commences on the Commencement Date and expires on December 31, 2022, unless terminated earlier in accordance with Section 14.02(a)(1).

b. Optional County Extension Right. County may in its sole discretion extend the Term for up to two (2) additional years commencing on the expiration date provided in Subsection (a) by Notice to Franchisee no later than (i) September 30, 2022 or (ii) another date agreed to by the Parties.

3.02 Survival of Certain Provisions.

The following provisions shall survive the Term:

- (1) all representations and warranties;
- (2) all Indemnities;
- (3) obligations to pay any County Payment Obligations;
- (4) obligations to submit Records and reports, including the final Annual Report; and
- (5) any other rights and obligations of the Parties stated to survive the Term.

ARTICLE 4. COLLECTION

4.01 Scope of Basic Franchise Services.

a. Service Area and Exclusive Franchised Services. County grants Franchisee the franchise, right, and privilege to offer to provide Franchise Services to Customers within the Franchise Area, so long as Franchisee is at all times ready, willing, and able to provide Franchise Services and is fully and timely satisfying its Performance Obligations. Franchisee accepts that franchise, right, and privilege in accordance with this Agreement.

b. Limitations on Right to Provide Franchise Services. Franchisee's franchise, right, and privilege to provide Franchise Services is limited. Pursuant to the Mono County Code, County may authorize up to one other Person, in addition to Franchisee, to provide Solid Waste services substantially similar to Franchise Services within the Franchise Area. Additionally, Persons, including both the owners or occupants of premises and persons performing services at premises, may themselves transport and dispose of Solid Waste and C&D Waste that they generate in the use and occupancy of those premises or as a by-product of services performed at those premises themselves. For example, landscapers, gardeners, or construction contractors or demolition contractors may collect and transport Yard Waste and C&D Waste they generate in the course of performing their services in dump trucks, end dumps, flatbed trucks, or similar vehicles. Also, owners and occupants of a premises may transport and dispose of Solid Waste that they generate on their own premises. This Section 4.01(b) does not authorize owners or occupants of premises or persons performing services at premises to hire a third party (other than a Franchisee) to transport and dispose of such Solid Waste.

County may contract with Franchisee or with Persons other than Franchisee for Unpermitted Waste collection, transportation, disposal, processing and/or diversion services.

c. Regularly-Scheduled Franchise Services.

1. Residential Solid Waste.

(i) **Collection.** Franchisee will continue to collect all Solid Waste set out by Persons who are existing customers of Franchisee as of the Commencement Date at the Residential Set-out Site of Residential premises located within the Franchise Area. Franchisee will commence collecting all Solid Waste set out at the Residential Set-out Site of Residential premises located in the Franchise Area within seven (7) days of any Person's request for Collection Service at that premise.

(ii) **Cancellation of Services.** Upon oral or written direction of any existing or new Residential Customer, Franchisee will cease providing Franchise Service immediately or at any other time specified by that Person, without penalty, and refund any pre-paid Service Fees in accordance with Section 4.09(b). Franchisee will notify Customers of cancellation rights, as required by Section 4.10.

(iii) **Containers.** Franchisee will provide all Residential Customers located within the Franchise Area with one (1) or more Carts for the deposit of Solid Waste or Recyclables having nominal capacities of either 35, 64, or 95/96 gallons (or at Customer's request a Bear Cart) ("**Residential Containers**") or, at Customer's request, with a Bin. Franchisee must provide Residential Containers that are clean, water tight, constructed of a material of suitable strength and durability (such as heavy plastic), bear resistant to the satisfaction of County, and tight sealed. Franchisee will return Residential Containers to the Set-out Site after Collection upright, with can lids properly secured. Franchisee will ensure that any Bins that it provides to Residential Customers will comply with all of the requirements applicable to Commercial Containers set forth in Subsection (c)(2)(iii), Subsection (e)(3), and Subsection (e)(4).

Within one month of the Commencement Date and every twelve (12) months thereafter, Franchisee will notify all Residential Customers subscribing to Bins that they can subscribe to Carts. The notice must include a description of Cart service and list the applicable Service Fees. Franchisee will provide County with a draft of the notice for review and approval at least fifteen (15) days prior to its mailing or delivery of such notice to Residential Customers.

(iv) **Frequency.** Franchisee will Collect all Solid Waste set out at the Residential Set-out Site each week, on the same day ("**Regularly-Scheduled Residential Collection Day**"). If Franchisee is unable, for any reason, to Collect all Solid Waste from a Customer on the Regularly-Scheduled Residential Collection Day, then it will Collect that Solid Waste

(1) on the next Service Day; or

(2) on such other day arranged with the Customer, but in no event later than 72 hours after the time of the missed pick-up and will provide the Customer with a verbal or written Non-Collection Notice.

2. Commercial Solid Waste.

(i) **Collection.** Franchisee will continue to collect all Solid Waste placed in Carts, debris boxes, Roll-Offs (“**Commercial Containers**”) or other Containers by existing Commercial Customers of Franchisee at the location agreed to between Franchisee and the Customer (“**Commercial Set-out Site**”). Franchisee will commence collecting all Solid Waste placed in Commercial Containers at the Commercial Set-out Site by Persons located within the Franchise Area within seven (7) days of that Person’s request for Collection Service at that premise.

(ii) **Cancellation of Franchise Services.** Upon oral or written direction of any existing or new Commercial Customer, Franchisee will cease providing Franchise Service immediately or at any other time specified by that Customer, without penalty, and refund any pre-paid Service Fees in accordance with Section 4.09(b). Franchisee will notify Customers of cancellation rights, as required by Section 4.10.

(iii) **Containers.** Franchisee will provide all Commercial Customers with Containers of the type ordered by the Commercial Customer. Franchisee will clean and maintain those Containers and keep them in a sanitary condition, free from putrescible residue, and in a manner so as not to promote the harborage, or attraction of vectors or birds, or the creation of nuisances. Franchisee will clean and maintain Containers in accordance with Subsection (e)(3) and Subsection (e)(4). Franchisee will provide Commercial Containers that:

- (1) are durable;
- (2) are constructed from structural steel plate with all welded seams;
- (3) are leak-proof;
- (4) are equipped with a noncombustible lid, uniformly colored, approved by County as providing adequate protection against fire hazard, rodents, and bears; and
- (5) display Franchisee’s name and telephone number in legible lettering no less than two inches (2”) in height as well as language warning against illegal dumping and Unpermitted Waste (including Hazardous Waste) or special waste disposal, as approved by County.

At the time of Customer request for Franchise Service, Franchisee will provide written notice to each Commercial Customer utilizing Bin service of the types of wastes which require special handling and may not be discarded in the debris box and informing the Customer of the proper methods for disposing of such wastes. Franchisee will submit this notice to County for approval prior to distribution.

(iv) **Frequency.** Franchisee will Collect Solid Waste set out at the Commercial Set-out Site at least once each week, or more frequently as directed by the Commercial Customer, on the day or days written in the Customer's Subscription Order ("**Regularly-Scheduled Commercial Collection Day**") or on such other day as mutually agreed to by Commercial Customer and Franchisee. If Franchisee is unable, for any reason, to Collect Solid Waste from a Customer on the Regularly-Scheduled Commercial Collection Day or other day agreed to by Customer, then it will Collect that Solid Waste

- (1) on the next Service Day following the date of the missed pick up; or
- (2) other day arranged with the Customer, but in no event later than 72 hours after the time of the missed pick-up and will provide the Customer with a verbal or written Non-Collection Notice.

3. **Recycling Services.**

(i) **Notice of Determination.** Within 12 months of the execution of this Agreement, Franchisee shall determine and Notify County of the demand from Residential and Commercial Customers necessary to make the collection of Recyclables at Residential Set-out Sites and at Commercial Premises within the unincorporated area of County economically feasible to Franchisee.

(ii) **Provision of Recyclable Service if Economically Feasible.** If Franchisee determines that sufficient demand exists from Residential and Commercial Customers to make the collection of Recyclables economically feasible pursuant to Subsection (c)(3)(i), then County may require Franchisee to provide as part of its Franchise Services and Franchise Obligations, the collection of Recyclables at Residential Set-out Sites and Commercial Premises within the unincorporated area of County.

(iii) **Provision of Recyclable Service if Required by State.** Notwithstanding the foregoing, Franchisee shall collect Recyclables at Residential Set-out Sites and Commercial Premises within the unincorporated area of County as part of its Franchise Services and Franchise Obligations if the State of California or any other regulatory authority requires County to provide such collection services.

(iv) **Recyclable Materials.** Notwithstanding anything contained in Exhibit 1.01, for purposes of this Subsection (c)(3), Recyclables shall be limited to glass, aluminum, plastic, cardboard, and green/yard waste.

d. Collection Schedules.

1. **Hours.** Franchisee will make its best efforts to Collect all Solid Waste only between 7:00 a.m. and 7:00 p.m., Monday through Saturday except that Franchisee may Collect Solid Waste between those hours on Sunday:

- (1) in areas of County designated for Commercial use;

(2) if road closures have prevented collection during the previous seven (7) days;
or

(3) with prior approval from the Director.

But in no event shall Franchisee operate in a manner that would constitute a violation of the Mono County Noise ordinance codified at Chapter 10.16 of the Mono County Code.

2. Changes to Collection Schedule. Prior to changing the Regularly-Scheduled Collection Day for any Customer, Franchisee will provide fifteen (15) days' oral or written Notice to that Customer.

e. Changes in Service Levels; Container Exchanges.

1. Delivery. Franchisee will provide Customers with Containers in accordance with Subsection (c)(1)(iii) and Subsection (c)(2)(iii). Within seven (7) days after receiving a request for Franchise Service (including repair or replacement of Containers) or changes in Franchise Service, Franchisee will respond to and fulfill that request.

2. Pick Up. No later than the next Regularly-Scheduled Collection Day occurring after direction of a Customer to discontinue Franchise Service, Franchisee will pick up and remove that Customer's Container(s).

3. Repair and Replacement. Franchisee will repair or replace Containers or provide locks for Bins within seventy-two (72) hours of a request therefor from a Customer or County. If Franchisee cannot complete a repair within seventy-two (72) hours, then Franchisee will provide the Customer with a replacement Container without surcharge within those 72 hours. Franchisee will offer Container locks at prices from time to time in effect, and Franchisee may charge a monthly "lock charge" for Franchisee's servicing locked Containers. Customers shall not be authorized to provide their own locks.

4. Cleaning Bins. Franchisee will steam clean and paint, or replace, Commercial Containers as needed, or upon request of County, for Customers that generate large amounts of putrescible Solid Wastes, including Residential premises, restaurants, grocery stores, cafeterias, and other Containers as directed by County. Franchisee will steam clean and paint all Commercial Containers prior to providing them to the Customer, whether as new Franchise Service subscription or replacement Container for existing Franchise Service. Franchisee will remove graffiti from Containers within 14 days of identification by Franchisee or oral or written notice by County or Customer. Franchisee will remove graffiti comprised of pictures or verbal obscenities within 48 hours (weekends excepted). Promptly upon County's request, Franchisee will give County a list of dates that Franchisee cleaned, painted, or otherwise repaired Containers.

f. C&D Waste. Upon request by any Person, Franchisee will collect C&D Waste which is containerized in debris boxes, roll-offs, or other similar containers and is subject to the Franchise

requirements of Section 12.10.020 of the Mono County Code for a price and at a time which are mutually agreed-upon by Franchisee and Person.

4.02 Pickup of Excess and Bulky Waste.

Upon request of a Residential or Commercial Customer, Franchisee will Collect excess Solid Waste or Bulky Waste at the Residential or Commercial Set-out Site on that Customer's next Regularly-Scheduled Collection Day or other date agreed to between the Customer and Franchisee for a price that is mutually agreed to by Franchisee and Customer. Upon request of a Person who does not receive regular Commercial or Residential Collection from Franchisee, Franchisee will collect Bulky Waste or excess Solid Waste at a location and time and for a price that are mutually agreed to by that Person and Franchisee.

4.03 Service Standards.

a. General. Franchisee will perform all Franchise Services in a prompt, thorough, comprehensive, reliable, courteous, and professional manner so that Customers receive high-quality service at all times. Franchisee must perform Franchise Services regardless of weather conditions and regardless of difficulty of collection, subject to the exceptions set forth in Section 4.04. More detailed specifications for particular aspects of Franchise Services enumerated elsewhere in this Agreement do not relieve Franchisee of its duty and obligation to accomplish all other aspects of Franchise Services in the manner provided in this subsection.

b. Litter. Franchisee will clean up litter caused by Franchisee's employees. Franchisee will also clean up all litter within a 10-foot diameter of the Residential Set-out Site when Collecting any Bulky Waste and excess Solid Waste in accordance with Section 4.02. Franchisee will ensure that each Collection Vehicle carries a broom, rake, and shovel at all times for this purpose.

c. Spills and Leaks.

1. Solid Waste Spills. Franchisee will transport Solid Waste only in covered vehicles as required by Section 12.10.050 of the Mono County Code. Franchisee will prevent Solid Waste from escaping, dropping, spilling, blowing, or scattering from Vehicles during Collection and transportation, as further required by Section 12.10.040 of the Mono County Code. Franchisee will not transfer loads from one vehicle to another on any public street, unless necessitated by mechanical failure or accidental damage to a vehicle, or unless otherwise approved by the Director. Franchisee will immediately clean up any Solid Waste that is dropped, blown, spilled, scattered, or leaked from any Vehicle and/or tracked by any Vehicle onto any alley, street, or public place.

2. Liquid Leaks. During Collection and transportation, Franchisee will also prevent oil, hydraulic fluid, paint, or other liquid from leaking out of Vehicles. Franchisee will ensure that each Collection Vehicle carries petroleum-absorbent materials. Franchisee will immediately cover

leaked fluids with absorptive materials, remove those materials from the ground, and apply a cleaning agent to cleanse the soiled spot.

3. Reimbursement. If Franchisee fails to clean up Solid Waste or leaked liquids within two (2) hours' telephonic or other notice by County, then County may clean up or cause to be cleaned up the Solid Waste or leaked liquids and Franchisee will reimburse County for County's Reimbursement Costs thereof. Franchisee is responsible for paying any fines, civil penalties, or other charges that may be assessed for improperly covering loads or leaking liquids.

d. Pavement and Utilities. Franchisee is responsible for damage to pavement and driving surfaces whether Containers are located on public or private property, other than ordinary wear and tear, if the damage is the result of vehicles exceeding the maximum weight limits allowed by Applicable Law or Franchisee's negligent operation of vehicles, *unless* with respect to private property, Customer has executed a damage waiver or indemnity on that Customer's Subscription Order.

Franchisee is responsible for damage to public and private utilities, whether located on public streets or property or private property, if damage is the result of the inattention, carelessness or negligence of Franchisee.

County or the Customer may direct Franchisee to promptly repair or replace damaged driving surfaces or utilities or repair and replace them itself or through a third party, to the satisfaction of the Customer or County, as the case may be. Franchisee will reimburse the Customer for his or her Direct Costs of repair or replacement and County for County Reimbursement Costs of repair or replacement.

4.04 Service Exceptions.

a. Excess Weight. Franchisee is not required to collect a Cart weighing in excess of the manufacturer's recommended weight, as evidenced by warranties or other documentation acceptable to County. Franchisee will provide Customers with weight limitations on the Customer Subscription Order, marked on the Cart, or through some other written means.

b. Unsafe Condition at Set-out Site. If Franchisee determines that any condition at or near any Set-out Site presents a health or safety threat to Franchisee's employees or equipment, then Franchisee will attempt to personally provide the Customer whose Set-out Site presents the threat notice of the danger thereof. If Franchisee cannot personally provide Customer with notice, then prior to leaving Customer's premises Franchisee will provide the Customer with a Non-Collection Notice, describing the threat, and danger. Franchisee may discontinue collection for that Set-out Site until the safety hazard is eliminated.

c. Hazardous Waste or Unsafe Materials. If Franchisee determines that Containers contain Hazardous Waste (other than Household Hazardous Waste not discovered and identified by Franchisee acting in accordance with its Hazardous Waste Screening Protocol) or other materials that may present a health or safety threat to Franchisee's employees, the public, or to

Franchisee's equipment, then Franchisee may refuse to Collect that Container. Franchisee will attempt to personally provide the Customer whose Container contains Hazardous Waste or unsafe material with written information about their proper disposal. If Franchisee cannot personally provide Customer with information, then prior to leaving Customer's premises it will provide the Customer with a Non-Collection Notice. Franchisee will follow the procedures outlined in the Unpermitted Waste Screening Protocol, as it applies to Hazardous Waste, including providing notice to County Health Department and to the Director.

d. Customer Delinquency or Nonpayment. In accordance with Section 12.10.070 of the Mono County Code, Franchisee is not obligated to provide Franchise Services to any Customer who is habitually delinquent in the payment of fees for Franchise Services or who fails or refuses to pay fees for Franchise Services; *provided* that

- (1) Franchisee develops a written policy for addressing nonpayment or delinquency by its Customers that is approved in writing by County; and
- (2) Franchisee terminates or suspends that Customer's Franchise Services in accordance with the approved policy.

e. Misplaced Solid Waste. If Franchisee determines that a Customer has discarded materials into a Container not marked for such materials (i.e. – materials other than Recyclables in a Container marked "Recyclables", or materials other than Yard Waste in a Container marked "Yard Waste"), then Franchisee may refuse to Collect that Container. Prior to leaving Customer's premises, Franchisee will provide the Customer with a Non-Collection Notice, describing the proper materials to be placed in each Container. If Franchisee refuses pursuant to this Subsection (e) to Collect Solid Waste on a Regularly-Scheduled Collection Day or another day agreed to by Customer, then Franchisee shall return to that Set-out Site and attempt to Collect that Solid Waste in accordance with Section 4.01(c)(1)(iv) or Section 4.01(c)(2)(iv), as the case may be.

f. Exposure to Liability for Property Damage. If Franchisee determines that entering onto the property of a Customer will expose Franchisee to liability for damage to pavement or utilities, then Franchisee may refuse to Collect that Container. Franchisee will provide the Customer with a Non-Collection Notice, describing the risk. If Franchisee refuses pursuant to this Subsection (f) to Collect Solid Waste on a Regularly-Scheduled Collection Day or another day agreed to by Customer, then Franchisee shall return to that Set-out Site and attempt to Collect that Solid Waste in accordance with Section 4.01(c)(1)(iv) or Section 4.01(c)(2)(iv), as the case may be. Franchisee may discontinue collection for that Residential Set-out Site or Commercial Premise until the Container is placed at a location accessible by Franchisee without liability for damage to property.

g. Inaccessibility of Bin. If Franchisee is unable to Collect a Container due to inaccessibility to such Container, then Franchisee will provide the Customer with a Non-Collection Notice, describing the inaccessibility. If Franchisee refuses pursuant to this Subsection (g) to Collect Solid Waste on a Regularly-Scheduled Collection Day or another day agreed to by Customer, then Franchisee shall return to that Set-out Site and attempt to Collect that Solid Waste in accordance with Section 4.01(c)(1)(iv) or Section 4.01(c)(2)(iv), as the case may be.

4.05 Customer Service.

Franchisee acknowledges that County determined to procure and enter into this Agreement with Franchisee, among other reasons, in order to provide improved Customer service, relations, and satisfaction.

a. Phone Number. Franchisee will maintain a toll-free telephone number at least during Office Hours and, if Franchisee provides Residential Collection on Saturday, from 8:00 a.m. to noon on Saturdays (collectively “**Phone Hours**”). Franchisee will list the telephone number under Franchisee’s name in County telephone directories (white pages and yellow pages). Franchisee will provide an answering machine or answering service to take reports of missed pick-ups and other complaints that are received outside of Phone Hours.

b. Emergency Number. Franchisee will also maintain an emergency telephone number disclosed to County for use outside Phone Hours. Franchisee will make a representative in a position of authority available at the emergency number outside Phone Hours who will return any emergency call as soon as possible, and in any event within one hour.

c. Field Supervisor. Franchisee will provide one qualified individual as on-site supervisor of field operations who shall, at a minimum, be responsible for: (i) checking collection operations; (ii) coordinating improvements to Franchise Service; (iii) resolving field problems; and (iv) responding to complaints of Customers in person or by telephone. Franchisee will fully authorize that supervisor to resolve Customer disputes and handle all aspects of Customer service. Franchisee will provide the name and contact information for that supervisor to County upon or prior to the Commencement Date.

d. Complaint Records. Franchisee will enter into a daily log all complaints, including date, time, complainant’s name and address if the complainant is willing to give this information, and the nature, date, and manner of complaint resolution. Franchisee will include copies of daily complaint logs in each Quarterly Report furnished to the Director.

e. Dispute Resolution Protocol. Franchisee will comply with the Customer Complaint and Billing Dispute Resolution Protocol which is contained in Exhibit 4.05(e).

4.06 Public Education and Community Relations.

a. Distribution of Materials.

1. Community Relations Materials. County may, once each Contract Year, prepare community relations materials for distribution to Franchisee’s Customers as determined by County to be necessary, in order to address specific Collection needs or problems. Franchisee will provide County with a Customer list and the postage to cover the cost of that mailing or mail County’s prepared materials to its Customers within fifteen (15) days of County’s request.

2. Customer Bills. County may once each Contract Year produce and provide Franchisee with printed inserts, specified as a sheet no larger than 8½ by 11 inches and small promotional items, such as magnets, which Franchisee will include in Customers' bills or otherwise provide to Customers upon County request at no cost to County. In addition, Franchisee will print public information directed by County on Customers' bills.

b. County Review. Franchisee will submit final drafts of

- (1) community relations materials;
- (2) promotional materials; and
- (3) general Customer correspondence unrelated to individual Customer accounts (such as notice of change to Collection schedules, Unpermitted Waste advisements, etc.)

to County for review and approval at least fifteen (15) days prior to printing, distributing, or mailing the materials or correspondence.

Franchisee will additionally establish a Customer account for County without charge, using the address for Notice provided in Section 18.01, so that County will automatically receive copies of all of Franchisee's general communications with Customers.

c. News Media Relations.

Franchisee will notify the Director by telephone of all requests for news media interviews or statements related to the Franchise Services within twenty-four (24) hours of Franchisee's receipt of the request. Before responding to any inquiries involving issues other than those relating to descriptions of Collection programs and scope of Franchise Services, Franchisee will discuss Franchisee's proposed response with County. Franchisee will submit copies of Franchisee's draft news releases or proposed trade journal articles to County for prior review and approval at least five (5) County Working Days in advance of release. Franchisee will provide copies of articles resulting from media interviews or news releases to County within (7) days after publication.

4.07 Customers' Privacy.

Franchisee will strictly observe and protect Customers' rights of privacy. Franchisee will not reveal information identifying individual Customers or the composition or contents of a Customer's waste stream to any Person other than County unless upon the authority of a court of law, by Applicable Law, or by valid authorization of the Customer. This provision will not be construed to preclude Franchisee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses that may be required by County or Applicable Law. In addition, Franchisee will not market, sell, convey, or donate to any Person any list with the name or address of Customers *except* that Franchisee will provide that list to

County or other Persons as directed by County. The rights accorded Customers pursuant to this Section are in addition to any other privacy right accorded Customers pursuant to Applicable Law.

4.08 No Discrimination.

Franchisee will not discriminate against Customers entitled to Franchise Service on account of Suspect Categories.

4.09 Franchisee Billing.

a. Billing. Franchisee will bill and collect Service Fees. Franchisee acknowledges that County is not obligated to bill or collect Service Fees. Franchisee will not hold County liable for any under-billings to Customers of Service Fees or delinquent Service Fee payments.

b. Refunds. Franchisee will refund to Customers any overcharges for Franchise Services the earlier of two (2) weeks from the time that Franchisee discovered the overcharge or Customer notified Franchisee of the overcharge. “**Overcharges**” includes: (i) Franchisee’s billing errors; and (ii) refunds for Franchise Services paid in advance by Customers who terminated Franchise Services prior to the end of the billing period.

c. Customer Disputes. Franchisee will take Customers’ calls and respond to Customers’ correspondence with respect to disputes regarding billing or otherwise, or resolving disputes. Franchisee acknowledges that County is not responsible for handling Customer disputes.

d. Records. Franchisee will maintain billing records in accordance with Section 10.01.

e. Uniformity. Franchisee will charge uniform Service Fees to all Customers, regardless of location and cost of Franchise Service. Notwithstanding the foregoing, Franchisee may discount rates as provided in Section 13.01(a).

f. Failure to Pay Service Fees. Franchisee shall contact, by phone, any Customer who has failed to pay an invoice within thirty (30) days of the date of such invoice notifying them of late payment. If a Customer fails to pay an invoice within sixty (60) days of the date of such invoice, then Franchisee may suspend services to such Customer until all outstanding Service Fees are paid, and may charge Customer a reinstatement fee up to Twenty-Five dollars (\$25.00) to reinstate services to Customer. If a Customer fails to pay an invoice within ninety (90) days of the date of such invoice, then Franchisee may terminate service to such Customer and collect all Containers from Customer, and may charge Customer a reinstatement fee up to One Hundred Seventy-Five dollars (\$175.00) to reinstate services to Customer.

4.10 Description of Customers' Rights.

Within

- (1) 30 days of the Commencement Date for existing Customers; and
- (2) prior to the provision of Franchise Services to new Customers,

Franchisee will provide Customers with a written Subscription Order. In each Subscription Order and in Customer's first bill of each Contract Year, Franchisee will include a description of the following Customers' Franchise Services and rights under this Agreement, as County may amend from time to time following dated Notice to Franchisee:

- (1) the scope of Franchise Services provided, including but not limited to day of collection and arrangements for the collection of Bulky Waste or excess Solid Waste;
- (2) the Service Fee or other fees (or, rate);
- (3) Holiday schedules;
- (4) the ability of Customers to immediately terminate their Subscription Order upon oral or written notice to Franchisee without penalty in accordance with Section 4.01(c)(1)(ii) and Section (c)(2)(ii), and describing their refund rights for pre-paid but unused Franchise Service in accordance with Section 4.09(b); and
- (5) any other provision of this Agreement or Applicable Law as directed by County.

The Subscription Order may include a waiver of damage liability and/or indemnification in connection with subscriptions for Franchise Services on private driveways, roads, easements, or pavement.

4.11 Customer Satisfaction Survey.

County may conduct a Customer satisfaction survey for implementation of Franchise Services, including a survey mailed to Customers together with Customers' bills, in the form of a post card or letter returnable to County. Alternatively, Franchisee may provide County with a Customer list and money to pay the cost of postage, within fifteen (15) days of County's request made pursuant to this section. Franchisee may review and comment upon the form and content of the survey. Franchisee will cooperate with County and its surveyor in the conduct of the survey, including distributing surveys with bills to Customers. Franchisee may obtain a copy of the results of the survey upon request to County.

4.12 Public Performance Review.

The County Board may conduct a public hearing upon sixty (60) days' Notice to Franchisee at the time that the County Board selects, not more than once during each Contract Year, to review Franchisee's performance and quality of Franchise Service. Franchisee will attend and participate in that hearing. The County Board may use Records and reports required under Article 10, including Records of Customer complaints, as a basis of its reviews. Within thirty (30) days after the conclusion of the public hearing, County will issue a report with respect to the matters raised at the hearings.

4.13 Enforcement of Franchise.

County may, in its sole discretion, enforce the franchise requirement set forth in Section 12.10.020 of the Mono County Code against third party violators, taking into account the cost of doing so and other factors. Franchisee may independently enforce the semi-exclusive rights granted by this Agreement against third party violators (excluding the other franchisee operating pursuant to a franchise agreement with County), including seeking injunctive relief, and County will use good faith efforts to cooperate in such enforcement actions brought by Franchisee. County will not be liable to Franchisee in any manner, including for any costs or damages such as lost revenues or lost profits, should any Person refuse to subscribe to Franchise Services from Franchisee and/or perform Franchise Services under a franchise agreement with County in competition with Franchisee, and in doing so violate the semi-exclusive grant of franchise given to Franchisee in this Agreement. In that event, Franchisee's sole and exclusive remedy will be to seek an injunction, damages, or other available judicial relief against any such third person or entity that engages in any conduct or activity that violates Franchisee's semi-exclusive rights under this Agreement. If Franchisee becomes aware of any activity by a third party that violates or may violate the provisions of Section 12.10.020 of the Mono County Code, Franchisee will provide Notice to County of such activity.

ARTICLE 5. OPERATIONS

5.01 Routing.

a. Route Maps and Account Information. Within thirty (30) days of the Commencement Date, Franchisee will provide to County route maps or narratives containing the following information ("**Routing Specifications**"):

- (1) a description of each individual route, including starting and end points and street-by-street course;
- (2) Collection day of the week for each individual route; and
- (3) approximate Collection times (a.m. or p.m.) marked at several points along each individual route or noted with the narrative description of the route.

b. Route Changes. Franchisee will submit to County, in writing, any proposed change in Routing Specifications not less than fifteen (15) days prior to the proposed date of implementation or as otherwise agreed to by Franchisee and the Director.

c. Route Audits. Upon no less than thirty (30) days' Notice to Franchisee, County may conduct audits of Franchisee's Collection routes. Franchisee will cooperate with County in connection therewith, including permitting County employees or other Persons designated by the Director to follow or ride in the Collection Vehicles during the audit. Franchisee will have no responsibility or liability for the salary, wages, benefits or workers compensation claims of any Person designated by the Director to conduct audits.

5.02 Vehicles, Service Assets, and Drivers.

a. Vehicle Appearance. Bodies of Vehicles used in Collection or transportation of Solid Waste must have watertight beds of metal or impervious material that can be cleaned as required by Section 12.10.050 of the Mono County Code. Franchisee will utilize packer-type, completely enclosed Vehicles unless another type of Vehicle is required by weather, terrain, or type of Solid Waste to be hauled. Franchisee will paint and label all Vehicles in a consistent, uniform, and professional manner.

b. Compliance with Applicable Law. Franchisee will ensure that all Vehicles it uses to provide the Franchise Services comply with all Applicable Law. Franchisee will document, through its maintenance log or otherwise, compliance under Applicable Law applying to each Vehicle and will provide County with copies of inspection reports within ten (10) days of County's request. County may conduct inspections of Vehicles in connection with any Permits issued by County or otherwise. Franchisee will maintain copies of registration certificates and reports and make them available for inspection at its Office during Office Hours upon request by County.

c. Vehicle Identification. Franchisee will paint its name, telephone number, and the Vehicle number on all Vehicles in letters and figures not less than twelve inches (12") high for packer trucks and not less than six inches (6") high on other Vehicles, in accordance with Section 12.10.050 of the Mono County Code.

d. Cleaning, Maintenance, and Availability. Franchisee will at all times maintain Vehicles in good, clean condition and repair so that they operate properly and safely. If a leak does occur, then Franchisee will immediately clean it up. Franchisee may not leave Vehicles loaded with Solid Waste for over twenty-four (24) consecutive hours. Franchisee will maintain in readiness at least one (1) spare Vehicle, fully fueled, and ready to dispatch and replace any Vehicle which breaks down on route within reasonable time of break down. Customers will not have to wait for Franchise Service while a disabled Vehicle is repaired.

e. Equipment. Franchisee will equip each Collection Vehicle with a fire extinguisher which must be maintained and checked in accordance with manufacturer's warranty and maintenance recommendations.

f. Re-Refined Oil. To the extent permitted by equipment warranties and/or available services, Franchisee will give serious consideration to recycling used oil from its Vehicle maintenance operations and to use re-refined oil in its Vehicles, but only to the extent Franchisee receives reasonable assurances satisfactory to Franchisee from the manufacturer of the Vehicle that such use will not damage its equipment, lessen its useful life, add to its expense or result, or be likely to result in potential environmental liability. Should Franchisee elect to adopt such a policy, Franchisee will submit copies of re-refined oil invoices and the assurances to County upon County's request.

g. Service Assets. Franchisee will prepare a Service Asset Inventory as set forth in Exhibit 5.02g.

h. Drivers. Franchisee will ensure that all drivers of Vehicles have in full force and effect a valid license of the appropriate class issued by the California Department of Motor Vehicles. Franchisee will provide suitable operational and safety training for all of its personnel, including those who drive Vehicles or operate other equipment for Collection, which training will include on-the-job-training by supervisors. Franchisee will train sufficient numbers of drivers to drive all Collection routes so as to ensure no lapse of Franchise Services and will use Reasonable Business Efforts to assign the same driver(s) to identified routes in order to encourage accountability and enhance Customer relations. Franchisee will train its drivers to identify and not to collect Unpermitted Waste. Franchisee will implement drug and alcohol testing in accordance with Applicable Law. Franchisee will maintain copies of licenses for all Vehicle operators and full and complete records of training and testing, which Franchisee will make available to County at Franchisee's Office during Office Hours.

5.03 Public Resources Code Section 49520.

Franchisee acknowledges having received a timely notice from County under Public Resources Code Section 49520 prior to entering into this Agreement, which notice precludes Franchisee from asserting the right to continue to provide Franchise Services in the Franchise Area without a franchise agreement as may be required by County, whether in the form of this Agreement or otherwise, now or in the future.

In accordance with Public Resource Code Section 49523, County and Franchisee hereby contract, based upon the mutually satisfactory terms of providing Franchise Services set forth in this Agreement and receipt of compensation therefor, that Franchisee will terminate providing Franchise Services upon expiration or termination of this Agreement even if that expiration or termination occurs prior to the expiration of the 5-year period described in Public Resources Code Section 49520. Franchisee acknowledges that it does not have the right to make any claim under or pursuant to Public Resources Code Section 49520 but only pursuant to the terms of this Agreement. Franchisee's contracting and acknowledgments in this Agreement do not foreclose County from re-procuring agreements for Franchise Services or Solid Waste Handling Services, including from Franchisee, following termination of this Agreement by exclusive, partially-

exclusive, or wholly-exclusive franchise, contract, license, permit, or otherwise, with or without competitive bidding.

5.04 Personnel.

a. Nondiscrimination. Franchisee will not discriminate against any of its personnel on the basis of Suspect Categories. Franchisee will comply with all Applicable Law regarding nondiscrimination, including those prohibiting discrimination in employment.

b. Compliance with Immigration Law. Franchisee will keep all records indicating compliance required by the Federal Immigration and Control Act of 1986 and will make those records available for inspection by County at Franchisee's Office promptly upon County direction.

c. Conduct. Franchisee will employ only competent, qualified, conscientious, and sober personnel to ensure Franchise Services satisfactory to County. Franchisee will ensure that its employees serve Customers and the public in a courteous, professional, and reliable manner.

5.05 Contingency Plan.

Franchisee will prepare a contingency plan to provide Vehicles and personnel necessary and sufficient to maintain uninterrupted Franchise Service during

- (1) mechanical breakdowns;
- (2) extreme weather conditions;
- (3) road closures;
- (4) strikes, work stoppages, and other concerted job actions or similar events; and
- (5) emergencies, including natural disasters

including procedures for replacing Vehicles disabled on routes. Franchisee will provide County with a copy of such plan upon request, and within seven (7) days of any modification.

5.06 Unpermitted Waste.

Franchisee will comply with the Unpermitted Waste screening, identification, and prevention protocol ("**Unpermitted Waste Screening Protocol**") attached to Exhibit 5.06 or may develop and follow its own Unpermitted Waste Screening Protocol which is at least as stringent as Exhibit 5.06 and which is approved by the Director. If Franchisee delivers Unpermitted Waste to the Designated Disposal Facility or a Diversion Facility, then Franchisee will arrange for proper disposal in accordance with Applicable Law and/or cooperate with the facility owner or operator

with respect thereto. Nothing herein shall limit or circumscribe any right Franchisee may have against the generator of such waste for damages incurred by Franchisee's handling and disposal of such waste.

5.07 Annual Meetings.

Franchisee will meet with County at its offices in Bridgeport

(1) a minimum of once every two Contract Years, as directed by County; and

(2) at any additional times as directed by County.

The purpose of the meetings may include addressing operational issues and contract compliance, reviewing Quarterly Reports, and resolving any issues or problems related to the performance of Franchise Services.

ARTICLE 6. DIVERSION

6.01 Diversion Reporting.

a. Reporting and Substantiation of Diverted Materials. Franchisee will report the amount of Diverted Recyclables to County in its Quarterly Report or when required by the Act. Franchisee will include:

- (1) the date of diversion;
- (2) the quantity (by each type) of Diverted Recyclables expressed in cubic yards, pounds, or tons;
- (3) the community or project where the Diverted Recyclables originated; and
- (4) the name and telephone number of the Diversion Facility to which Franchisee delivered the Diverted Recyclables and a receipt or invoice from that Diversion Facility.

“**Diversion Facility**” means any materials recovery facility, salvager, processing facility or materials end user. “**Diverted Recyclables**” means the net quantity of Recyclables that Franchisee has Collected at Residential and Commercial premises and at construction or demolition projects and Diverted, including Recyclables in Bulky Waste. The net quantity will be the gross amount of material Collected and delivered to the Diversion Facility, less any quantity of Solid Waste that was contained therein and deducted from payment and/or Diversion and disposed by said Facility. “**Divert**,” “**Diverted**,” “**Diversion**” or other form thereof means to divert from disposal so that the disposal tonnage is not reported as disposed under the State’s disposal reporting system and qualifies as diversion under the Act.

Franchisee will additionally report to County on a quarterly basis the amount of Solid Waste contained within Diverted Recyclables that was separated therefrom. Franchisee's report will include the date of Collection, the quantity of Solid Waste expressed in cubic yards, pounds or tons, and the community or project where the Solid Waste originated.

b. Additional Information. If County questions reports, Records or other documentation that serves as the basis of measuring the quantity or types of Diverted Recyclables (and associated Solid Waste), then Franchisee will respond to County's questions and provide additional clarifying documentation as soon as possible, but in all events within thirty (30) days from the date County submits questions to Franchisee.

6.02 Additional Programs.

County may direct Franchisee to submit proposals for additional programs, including diversion programs, necessary in County's opinion to meet any required diversion goal or other goal. If necessary, the Parties will enter into good faith negotiations for at least thirty (30) days following the date County directs Franchisee to submit a program proposal. If the Parties cannot reach agreement within thirty (30) days, then either Party may refer the matter to the Independent Expert for determination in accordance with Section 9.01. County may independently implement programs itself or through a third Person.

ARTICLE 7. SOLID WASTE DISPOSAL

7.01 Transportation to Designated Disposal Facility.

a. Designated Disposal Facility. Franchisee will transport and deliver all Solid Waste, except for Recyclables that it Diverts, to the Designated Disposal Facility, including:

- (1) Solid Waste that Franchisee Collects from Residential and Commercial premises in accordance with Section 4.01(c);
- (2) Solid Waste that Franchisee Collects in performing emergency services in accordance with Section 8.01;
- (3) excess or Bulky Waste that Franchisee Collects in accordance with Section 4.02; and
- (4) C&D Waste that Franchisee Collects in accordance with Section 4.01(f).

County may change the Designated Disposal Facility upon thirty (30) days' Notice to Franchisee. Franchisee will observe and comply with all rules and regulations in effect at the Designated Disposal Facility and follow directions of the operator of the Designated Disposal Facility, including:

- (1) unloading Solid Waste in designated areas;
- (2) accommodating operations and maintenance activities;
- (3) complying with Unpermitted Waste exclusion programs; and
- (4) complying with facility hours of operation, unless otherwise agreed to by the Parties.

Franchisee will at all times operate according to safe industry practices.

b. Exceptions. Notwithstanding Subsection (a), Franchisee is *not* obligated to deliver Solid Waste to the Designated Disposal Facility in the following circumstances described in Subsection (b)(1) and Subsection (b)(2):

1. South of the Junction of Highways 395 and 182: Highway Closures. Solid Waste generated in those areas of Mono County located south of the junction of Highway 395 and Highway 182 may be diverted from the Designated Disposal Facility if Highway 395 or Benton Crossing Road is closed to all traffic at any point between the location where Franchisee Collected the Solid Waste and the Benton Crossing Landfill by the California Highway Patrol, the California Department of Transportation, the Mono County Department of Public Works, or the Mono County Sheriff's Department *and* Franchisee fully and timely satisfies the following conditions:

(i) **Notice.** Prior to diverting Solid Waste from the Designated Disposal Facility, Franchisee gives the Director (or if the Director is unavailable, another person in the Department of Public Works administrative office) oral notice, followed by Notice, of highway or road closure and Franchisee's inability to deliver Solid Waste to the Designated Disposal Facility;

(ii) **Records.** Franchisee keeps accurate Records with respect to Solid Waste that Franchisee diverts from the Designated Disposal Facility, including:

- (a) the amount and type of Solid Waste, documented by a weight ticket from County's Walker Transfer Station, County's Bridgeport Transfer Station, or issued by a certified weighmaster from another California or Nevada state-certified truck scale approved by the Director, or a gate receipt from the facility to which Franchisee transported and delivered that diverted Solid Waste;
- (b) the type of Vehicle or Container in which Franchisee transported that Solid Waste;
- (c) the date of highway or road closure and diversion;
- (d) the extent of highway closure; and

(e) County staff person to whom Franchisee gave oral notice.

(iii) Reporting. Included in its Quarterly Report submitted to County in accordance with Section 10.02, Franchisee submits a report satisfactory to County with supporting receipts or weight tickets as described above for that Solid Waste diverted during that quarter.

(iv) Capacity Fees. Together with its quarterly payment of Franchise Fees payable in accordance with Section 13.02(a), Franchisee pays County the Capacity Fee for that Solid Waste as set forth in Exhibit 7.01b.

2. North of the Junction of Highways 395 and 182: Any Time. Solid Waste generated in those areas of the county located north of the junction of Highway 395 and Highway 182 may be diverted from the Designated Disposal Facility if Franchisee fully and timely satisfies the following conditions:

(i) Records. Franchisee keeps accurate Records with respect to diverted Solid Waste, including:

(a) the amount and type of Solid Waste, documented by a weight ticket from County's Walker Transfer Station, County's Bridgeport Transfer Station, or issued by a certified weighmaster from another California or Nevada state-certified truck scale approved by the Director, or a gate receipt from the facility to which Franchisee transported and delivered that diverted Solid Waste; and

(b) the type of Vehicle or Container in which Franchisee transported that Solid Waste.

(ii) Reporting. Included in its Quarterly Report submitted to County in accordance with Section 10.02, Franchisee submits a report satisfactory to County with supporting receipts or weight tickets as described above for that Solid Waste diverted during that quarter.

(iii) Capacity Fees. Together with the payment of quarterly Franchise Fees payable in accordance with Section 13.02(a), Franchisee pays County the Capacity Fee for each load hauled out of Mono County during the quarter as set forth in Exhibit 7.01b.

7.02 Defense and Indemnification; Release.

a. Requirement. Franchisee will defend, release, indemnify and hold harmless at its sole cost and expense with counsel approved by County, County (including Persons described in the definition of "County" in Exhibit 1.01) in any actions that assert or allege Liabilities paid, incurred or suffered by, imposed upon or asserted against, County that result or are claimed to have resulted directly or indirectly from the presence, disposal, escape, migration, leakage, spillage, discharge, release or emission of Unpermitted Waste or petroleum products to, in, on, at, or under any place,

site, or facility where Franchisee delivers, stores, processes, recycles, composts, or disposes of Solid Waste to the extent that the Liabilities are caused or alleged to be caused by the following:

1. Franchisee Negligence or Misconduct: the wrongful, willful, or negligent act, error or omission, or the misconduct of Franchisee;

2. Non-Customer Materials: the collection, delivery, handling, recycling, processing, composting, or disposal by Franchisee of any materials or waste, including Unpermitted Waste, which are generated by Persons other than Customers collected from premises other than Customers' premises;

3. Failure to Comply with Unpermitted Waste Protocol: the failure of Franchisee to undertake Hazardous Waste training procedures required by Applicable Law or the Unpermitted Waste Screening Protocol, whichever is more stringent; and

4. Franchisee-Identified Unpermitted Waste: the improper or negligent collection, handling, delivery, processing, recycling, composting, or disposal by Franchisee of Unpermitted Waste that Franchisee inadvertently collects from Customers and that Franchisee identifies as Unpermitted Waste prior to its delivery, processing, recycling, composting, or disposal,

whether:

(i) in one or more instance;

(ii) threatened or transpired;

(iii) Franchisee is negligent or otherwise culpable; or

(iv) those Liabilities are litigated, settled or reduced to judgment.

b. Household Hazardous Waste. The mere presence of Household Hazardous Waste in Solid Waste that is Collected under this Agreement will not constitute negligence in and of itself nor create any liability on the part of Franchisee absent any of the circumstances described in items (1) through (4) listed in Subsection (a).

c. Cooperation with County's Counsel. County may retain counsel at its own cost and expense or utilize in-house counsel as co-counsel. Franchisee will direct Franchisee's counsel to assist and cooperate with co-counsel with respect to County's defense.

d. Waiver. The indemnity in Subsection (a) is intended to operate as an agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify County from liability in accordance with this Section 7.02.

e. Unpermitted Waste. Franchisee hereby releases and will not seek contribution or compensation of any nature from County for Liabilities relating to Unpermitted Waste, including relating to RCRA, CERCLA, or the California Health and Safety Code. Franchisee will not make any claims against or assert an interest in any account, fund or reserve that County may establish or set aside, from the proceeds of the Franchise Fee or otherwise, or maintains to cover Liabilities relating to Unpermitted Waste, which established fund or reserve County is under no obligation to establish or maintain.

7.03 Disposal Fees.

Franchisee will timely pay gate and any other fees charged by the Designated Disposal Facility in accordance with County's existing gate fee schedule and Gate Fee Administration Policy, as County may amend those fees or policy from time to time.

ARTICLE 8. MISCELLANEOUS SERVICE PROVISIONS

8.01 Emergency Services.

Within twenty-four (24) hours of Notice from County, Franchisee will provide emergency services beyond the scope of Franchise Services at the times and to the extent directed by County, including unscheduled gathering, pick up, collection, and disposal of C&D Debris, Bulky Waste, and other debris resulting from natural disasters such as earthquakes and floods. County will compensate Franchisee its Reimbursement Costs for those services.

8.02 Title to Solid Waste.

All Solid Waste, including Recyclables, becomes the property of Franchisee when Collected by the Franchisee, as provided in Section 12.10.060 of the Mono County Code. This Agreement will not affect any other agreement the Parties may reach with respect to Franchise Services, including but not limited designating the Designated Disposal Waste facility.

8.03 Compliance with Applicable Law.

a. Compliance. Franchisee will perform all Franchise Services and will cause its Subcontractors to provide goods or services in accordance and compliance with Applicable Law and with this Agreement, whether or not referenced specifically in the text of this Agreement and regardless of whether Performance Obligations are stated less stringently than Applicable Law. If any Performance Obligation is more stringent than Applicable Law, then Franchisee and its Subcontractors must satisfy that Performance Obligation. Nothing in this Agreement is construed to relieve the Franchisee of any obligations imposed by Applicable Law.

Franchisee acknowledges that County is authorized to make all necessary and reasonable rules and regulations regarding all aspects of Solid Waste Handling Services, including Franchise Services. Franchisee agrees to comply with any and all of those rules and regulations.

Provisions of Applicable Law are incorporated in this Agreement by reference as if set forth fully in this Agreement as contractual obligations of Franchisee to County. In addition to or in lieu of prosecuting violations of Applicable Law as misdemeanors, infractions or otherwise in the manner provided under Applicable Law, County may enforce Applicable Law in the same manner as it may enforce Franchisee's other contractual obligations under this Agreement, including specific performance. However, County has no obligation to enforce any Applicable Law.

b. Referenced Provisions. Reference in this Agreement to particular provisions or requirements of Applicable Law may not be construed to limit Franchisee's obligation to comply with all provisions of Applicable Law. Reference to statutory provisions of Applicable Law are deemed to include reference to implementing rules and regulations. These references are intended to facilitate Franchisee's satisfaction of its Performance Obligations and County's administration and specific enforcement of this Agreement, and may not be construed to imply lack of obligation to comply with other provisions or requirements of Applicable Law not referred to or cited in this Agreement. If any Applicable Law specifically referenced or cited in this Agreement is amended, supplemented, restated, re-codified, modified, or repealed, then that reference or citation will be deemed to refer to that amendment, supplement, restatement, re-codification, or modification.

c. Permits. Franchisee will obtain and maintain throughout the Term all necessary approvals, authorizations, and Permits (including Permits required under Title 12 of the Mono County Code). Franchisee will show proof of approvals, authorizations, and Permits and will demonstrate compliance with the terms and conditions of said approvals, authorizations, and Permits promptly upon the request of County. In particular, Franchisee warrants and represents that it is fully acquainted with the provisions of the Mono County Code. Where County is the permitting agency, it shall cooperate in good faith with Franchisee in issuing such permits in accordance with law.

d. Fines and Penalties. Franchisee is responsible for payment of any and all fines and penalties imposed on Franchisee. Franchisee will not seek reimbursement from County or Customers for any fines or penalties. If Franchisee believes that compliance with a Franchise Obligation would violate Applicable Law thus exposing Franchisee to fines and/or penalties, then Franchisee shall immediately Notify County. If County concurs that Franchisee's compliance would violate Applicable Law, then the Parties shall meet and confer to determine how Franchisee may best comply with the Franchise Obligation and Applicable Law. If County determines in its sole discretion that Franchisee cannot comply with the Franchise Obligation without violating Applicable Law, then County may excuse Franchisee's performance of the Franchise Obligation and provide Franchisee with Notice that such performance is excused.

8.04 Cooperation with Waste Studies.

Franchisee will cooperate with County on any and all waste composition studies, including modification of routes, separate collection of individual Customer's Solid Waste, and/or delivering targeted loads of Solid Waste to a County-designated location or locations. Franchisee will also cooperate with County on any and all Customer waste assessments, including providing information in its Records on volume and characterization of wastes generated by Customers.

8.05 Service Materials Belong to County.

Reports prepared by Franchisee in accordance with Article 10, public education and community relations materials prepared in accordance with Section 4.06, and all other work products (whether computerized, written, printed, or photographic) developed by County or Franchisee in connection with Franchise Services, whether developed directly or indirectly by County or Franchisee, may be used by County without limitation or restriction. Franchisee may also continue to use public education and community relations materials and other work product in connection with any project not connected with this Agreement without the prior written consent of County.

8.06 Recycled Materials.

Franchisee will use Reasonable Business Efforts to procure supplies with post-consumer recycled content.

8.07 Responsiveness to County.

Franchisee will return telephone calls from County to the person who made that call during County Office Hours no later than the next County Working Day. Franchisee will meet with County during County Office Hours within one (1) week of County's oral or written direction at County offices or other location directed by County. Franchisee will respond to all e-mails from County within two (2) County Working Days of receipt and will respond to other written correspondence from County within seven (7) days of receipt thereof.

8.08 Commingling of Waste.

Franchisee will not commingle Solid Waste it collects from premises located outside of the unincorporated area of Mono County with Solid Waste Collected by Franchisee within the unincorporated area.

ARTICLE 9. DISPUTE RESOLUTION BY INDEPENDENT EXPERT

9.01 Independent Expert.

a. Selection. If either Party gives Notice to the other Party of request for dispute resolution by an Independent Expert as authorized by this Article, within ten (10) days after the second Party's receipt of Notice each Party will prepare a separate list of five (5) independent Persons having experience in refuse collection, in numerical order with the first preference at the top, and exchange and compare lists. The Person ranking highest on the two (2) lists by having the lowest total rank order position on the (2) lists will be the Independent Expert. In case of a tie in scores, the Person having the smallest difference between the rankings of the two (2) parties is selected; other ties will be determined by a coin toss. If no Person appears on both lists, then this procedure will be repeated. If selection is not completed after the exchange of three (3) lists or within twenty-one (21) days, whichever comes first, then each Party will select one (1) Person having experience described above and the two (2) Persons so selected will together select an Independent Expert.

b. Costs. Parties will share the Independent Expert's costs and fees equally.

c. Determination Protocol and Standard. Within ten (10) days of the selection of the Independent Expert, or within ten (10) days of Notice by either Party of request for dispute resolution by an Independent Expert if one has already been selected, both Parties will submit to the Independent Expert a detailed description of the dispute together with a written statement of each Party's position thereon. Parties will simultaneously exchange copies thereof. Both Parties will, in good faith and in writing, promptly provide the Independent Expert with any and all additional information and documentation the Independent Expert requires or requests in order to make its determination and simultaneously provide the other Party with copies thereof. Neither Party will communicate orally with the Independent Expert unless the other Party is privy thereto. Neither Party will communicate in writing with the Independent Expert unless it simultaneously sends copies of the communication to the other Party, in the same manner that it sends the communication to the Independent Expert.

The Independent Expert will make its determination based on the submissions of the Parties, the provisions of this Agreement, its experience with similar services and disputes, and other factual determinations it may make regarding the matter in dispute.

d. Binding and Non-Binding Determinations.

1. Disputes subject to binding determination by the Independent Expert include:
 - (i) fee disputes in accordance with Section 13.04(c);
 - (ii) additional programs in accordance with Section 6.02; and
 - (iii) other disputes agreed to by the Parties.

2. Disputes subject to non-binding determination by the Independent Expert include:
 - (i) the occurrence and extent of Uncontrollable Circumstances; and
 - (ii) other disputes agreed to by the Parties.

ARTICLE 10. RECORDS AND REPORTING

Franchisee acknowledges that County entered into this Agreement, among other reasons, to provide Customers and County with improved Collection Services. Franchisee further acknowledges that, in order that County may better evaluate Franchisee's performance under this Agreement, Franchisee has obligated itself to maintain Records and timely provide reports in accordance with this Article.

10.01 Records.

a. Maintenance. Unless otherwise directed by County, Franchisee will accurately maintain at its Office any and all ledgers, books of account, invoices, Customer lists, billing records, route maps, Customer complaints, canceled checks, logs, correspondence, Customer receipts, and other records or documents evidencing or relating to rates, Franchise Fee, Customers' Franchise Services subscriptions, satisfaction of Performance Obligations, events subject to damages payable under Section 14.01, documentation as County may reasonably require to ascertain the extent of compliance with the Mono County Code, and items listed in Exhibit 10.01a related to Franchise Services provided by Franchisee ("**Records**"). Specific Record requirements are listed on Exhibit 10.01a. Franchisee will maintain Records for the Term plus three (3) years, or any longer period required by Applicable Law. Franchisee will use Reasonable Business Efforts to promptly provide County any additional information relevant to this Agreement that is not specified in this subsection.

b. County Inspection and Audit. Upon Notice by County, Franchisee will use Reasonable Business Efforts to provide copies of Records to County or County's designee(s) for inspection or audit at County Administrative Office or County Auditor-Controller Office. Otherwise, Franchisee will make Records available to County or County's designee(s) for inspection or audit at Franchisee's Office during Office Hours. Notwithstanding anything contained herein to the contrary, County shall have no right to audit, inspect, copy, or otherwise review any of Franchisee's confidential, proprietary, or privileged information.

Where County has reason to believe that Records may be lost or discarded due to dissolution, disbandment or termination of Franchisee's business or other reason, County may require that Franchisee give County custody of any or all Records and that those Records and documents be maintained in County Office of the Department of Public Works. In that event, access to said Records will be granted to any Person duly authorized by Franchisee.

10.02 Reporting.

a. Quarterly. Franchisee will submit Quarterly Reports to County no later than the fifteen (15th) day of the month immediately following the end of each quarter described in Exhibit 10.02a. *For example, for the Quarter ending on March 31, the Quarterly Report is due to County no later than April 15.* Quarterly Reports must be in the form directed or approved by County and contain, at a minimum, the information listed in Exhibit 10.02a, including information needed for County to prepare Quarterly Reports required under Applicable Law with respect to recycling and Diversion of Solid Waste in County, County's compliance with its solid waste facility permits, and quarterly taxes due and payable to the California Department of Tax and Fee Administration.

b. Annual. Franchisee will submit Annual Reports to County on or before February 15 of each Contract Year in the form directed or approved by County, totaling the information contained in the Quarterly Reports for the previous Contract Year and containing, at a minimum, the information listed in Exhibit 10.02b.

c. Additional Information. Franchisee will use Reasonable Business Efforts to incorporate into reports additional information from Records promptly upon Notice from County.

10.03 Financial Records and Reports.

a. Maintenance of Accounting Records.

1. Form and Content. Franchisee will maintain in its Office accurate and complete accounting records containing financial and operational data relating to all costs associated with providing Franchise Services, whether by Franchisee or Subcontractor or Affiliate providing goods or services related to the provision of Franchise Services, prepared on an accrual basis. Franchisee will maintain its accounting records on a basis showing (1) the results of Franchisee's operations under this Agreement separately from operations in other locations, as if Franchisee were an independent entity providing service only to County, as well as (2) the results of Franchisee's operations in all locations, as a corporate entity. With respect to costs associated with goods or services provided by an Affiliate that is a Subcontractor, Franchisee may maintain those records in the office of the Affiliate but will provide County with a copy thereof within ten (10) days of County's request therefor.

2. County Audit. County and its auditors and other agents selected by County may conduct on-site audits, reviews, and inspections of Records described in Subsection (a)(1) at Franchisee's Office during Office Hours and make copies of any Records or supporting documentation relevant to this Agreement, including Customer account and billing information, Customer receipts, and Franchise Fee payments. Franchisee will retain said records for the term plus three (3) years and any additional time directed by County to enable County to complete any review or audit commenced during said three (3) years. Notwithstanding anything contained herein to the contrary, County shall have no right to audit, inspect, copy, or otherwise review any of Franchisee's confidential, proprietary, or privileged information.

b. Financial Statements. Promptly upon County direction, Franchisee will deliver to County up to three (3) copies of Franchisee's most recent financial statements, including any accompanying statement or opinion by the accountant who prepared them respecting that accountant's compilation, review, or audit, as the case may be. Franchisee will cause the accountant to prepare financial statements on an accrual basis showing (1) the results of Franchisee's operations under this Agreement separately from operations in other locations, as if Franchisee were an independent entity providing service only in the unincorporated area of County, as well as (2) the results of Franchisee's operations in all locations,.

c. Affiliated Companies. If Franchisee enters into any Subcontracts with Affiliates, then Franchisee will thereafter disclose said arrangements in Franchisee's financial reports prepared and delivered in accordance with Section 10.03(b). County's inspection rights described in Subsection 10.03(a) extends to said Affiliate or Affiliates.

d. County Review of Financial Statements. County and/or its agents and consultants may review the audit plan and work papers of any of the accountants whose opinions on the financial statements Franchisee is obligated to deliver to County in accordance with Subsections 10.03(a), (b), or (c). If that review gives rise to any questions or differences of opinion regarding Franchisee's compliance with this Agreement, then Franchisee and its accountant(s) will meet with County and its consultant, if any, to discuss the issues involved within fourteen (14) days of County's direction.

10.04 Proprietary Reports and Records.

a. Notice of Request. If County receives a request from a third person to review or copy material which Franchisee has marked "confidential," then County will inform Franchisee and allow Franchisee to present arguments and facts to County in support of Franchisee's position that the material is entitled to an exemption from disclosure under the California Public Records Act, Government Code section 6250 *et seq.*, and should not be released.

b. Notice of Release. If County determines that the material is *not* entitled to an exemption and that it must be released, then County will inform Franchisee before releasing that material so that Franchisee may seek a court order enjoining that release.

c. Notice of Legal Action. If County determines that the material is entitled to an exemption, and the person who requested the information files a legal action seeking its release, then County will inform Franchisee and will not oppose a motion by Franchisee to intervene in the action. Franchisee must either intervene or accept the release of the material. County is not obligated to defend the action and may release the material sought without any liability.

d. Defense and Indemnification. Notwithstanding anything contained herein to the contrary, Franchisee 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, County's release, disclosure, or withholding of any material which Franchisee has marked "confidential" under the California Public Records Act.

ARTICLE 11. INSURANCE, INDEMNIFICATION AND PERFORMANCE ASSURANCES

11.01 Insurance

a. Policies.

1. Types and Amounts. Franchisee, at Franchisee's sole cost and expense, will procure from an insurance company or companies admitted to do business in the State of California and subject to the regulation of the California Insurance Commissioner and will maintain in force at all times during the Term the types and amounts of insurance listed in Exhibit 11.01a.

2. Endorsements. The policies of insurance required pursuant to Subsection (a)(1) must contain the endorsements listed in Exhibit 11.01a.

b. Delivery of Proof of Coverage. As of the Commencement Date, Franchisee will furnish County a certificate for each policy of insurance required under this Section 11.01 in a form and substance satisfactory to County. Each such certificate must show the type and amount of coverage, effective dates and dates of expiration of policies and will have all required endorsements. If County requests, then Franchisee will promptly deliver copies of each policy together with all endorsements to County. Franchisee will furnish renewal certificates to County to demonstrate maintenance of the required coverages throughout the Term of this Agreement.

c. Other Insurance Requirements.

1. Subcontractors. If Franchisee subcontracts to a Subcontractor to provide goods or services related to the provision of Franchise Services, then Franchisee will require all such Subcontractors to provide statutory workers' compensation insurance and employer's liability insurance for all of the Subcontractor's employees engaged in the work. The general liability insurance required by this Section must cover Franchisee's liability for acts of its Subcontractors or each Subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section 11.01.

2. Compliance with Policies. Franchisee will comply with all requirements of the insurers issuing policies and will require its Subcontractors to do so. Carrying insurance does not relieve Franchisee from any Performance Obligation, including those imposed by this Article 11. If any third Person makes a claim against Franchisee or any Subcontractor on account of any occurrence related to this Agreement, then Franchisee will promptly report the facts in writing to the insurance carrier and to County. If Franchisee fails to procure and maintain any insurance

required by this Agreement, then County may take out and maintain such insurance as is required hereunder and Franchisee will reimburse County for County's Reimbursement Costs thereof.

3. Amendments. If requested by County, and without charge to County, Franchisee will promptly amend the Comprehensive General Liability policy and by endorsement, add the trustee of any bonds or Certificates of Participation, which were or may be in the future, issued by County to finance County's Solid Waste facilities, including transfer stations and landfills, as an additional insured.

11.02 Franchisee Defense and Indemnification.

a. Permit. Franchisee will defend with counsel approved by County and indemnify County for actions arising out of its permit in accordance with Chapter 12.08 of the Mono County Code.

b. Agreement.

1. Defense and Indemnification. Franchisee will further indemnify, defend with counsel approved by County, protect and hold harmless County from and against all Liabilities paid, incurred or suffered by, or asserted against, County that result or are claimed to have resulted from Franchisee's performance or provision of Franchise Services pursuant to this Agreement, including the following:

- (i) **Franchisee Negligence or Misconduct:** the wrongful, willful, or negligent act, error, or omission, or the misconduct of Franchisee and Persons described in the definition of "Franchisee" in Exhibit 1.01;
- (ii) **Patents, etc.:** any allegation of infringement, violation, or conversion of any patent, licenses, proprietary right, trade secret, or other similar interest, in connection with any Service Assets, including technology, processes, Vehicles, software, machinery, or equipment;
- (iii) **Challenges to Agreement:** legal challenge with respect to the procurement of this Agreement or Parties' execution of this Agreement, County's authority to contract out Franchise Services, or any provision contained within the Agreement regardless of the legal theory advanced or relied upon by any interested third party, including any appeals necessary to validate that authority or the Agreement; or
- (iv) **Enforcement of Agreement or Applicable Law:** any Liabilities that may be assessed against Franchisee or County in connection with any alleged failure of County to enforce provisions of this Agreement or of Applicable Law as permitted under Section 8.03.

2. Certain County Negligence Excluded. Franchisee will not, however, be required to reimburse or indemnify County to the extent any Liabilities are due to the sole negligence or willful misconduct of County and Persons described in the definition of “County” in Exhibit 1.01.

11.03 Letter of Credit.

Franchisee will provide for the issuance of an irrevocable direct pay letter of credit by a bank approved by County for the benefit of County, under which County is authorized to draw, in one or more drawings, an aggregate amount of \$10,000 upon the occurrence of an Event of Default or Franchisee’s failure to timely pay any County Payment Obligation. The expiration date of the Letter of Credit must be no less than the Term or if subject to renewal, provide County with thirty (30) days advance notice of non-renewal. The Letter of Credit will expire on the date on which the Bank receives a certificate from County saying that the Term has expired or this Agreement has been terminated and Franchisee owes County no money hereunder, or that Franchisee has substituted an alternative letter of credit or other security document acceptable to County in County’s sole discretion. The form of the Letter of Credit, including the procedures for and place of demand for payment and drawing certificate attached thereto, is subject to approval of County in its sole discretion. The Letter of Credit must be transferable to any successor or assign of County.

ARTICLE 12. CRIMINAL ACTIVITY

12.01 Criminal Activity.

Franchisee will immediately provide Notice to County upon the occurrence of any of the following events or circumstances listed in Subsection (a) and Subsection (b) (“**Convictions or Pleas**”) with respect to Franchisee or any of its Contract Managers defined below in Subsection (e):

a. Convictions, etc.: Franchisee or any of its Contract Managers defined in Subsection 12.01(e), has a criminal conviction, permanent mandatory or prohibitory injunction, or a final judgment or order from a court, municipality, or regulatory agency of competent jurisdiction with respect to the following (“**Criminal Activity**”):

- (1) fraud or other criminal offense, other than offenses constituting infractions, in connection with obtaining, attempting to obtain, procuring, or performing a public or private agreement related to Recyclables or Solid Waste services of any kind (including collection, hauling, transfer, processing, composting, or disposal), including this Agreement;
- (2) bribery or attempting to bribe a public officer or employee of a local, state, or federal agency;

- (3) embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony;
- (4) unlawful disposal of hazardous, designated, or other waste; or
- (5) violation of securities laws or antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation, and of unfair and anti-competitive trade practice laws, including with respect to inflation of waste collection, hauling, or disposal fees.

b. Pleas, etc.: Franchisee or any of its Contract Managers defined in Subsection (e) has pled “guilty” or entered a plea of “*nolo contendere*” or “no contest” to Criminal Activity occurring within County or relating to this Agreement.

c. Cure. Upon the occurrence of any Convictions or Pleas, Franchisee immediately will do or cause to be done *both* of the following:

- (1) terminate from employment or remove from office the offending Contract Manager who is an individual, or, with respect to a Contract Manager that is the Franchisee or an Affiliate, the individual or individuals responsible for the Criminal Activity; and
- (2) eliminate the participation by that Contract Manager who is an individual or, with respect to a Contract Manager that is the Franchisee or an Affiliate, the individual or individuals responsible for the Criminal Activity, in any Position of Influence described in Subsection 12.01(e) below.

County in its sole discretion may terminate the Agreement upon 30 days’ Notice to the Franchisee, or may impose other sanctions (which may include financial sanctions, temporary suspensions, or any other conditions deemed appropriate short of termination) as it will deem proper, in the following events:

- (1) Franchisee or any Affiliate fails to comply with the foregoing obligation of this Subsection (c); or
- (2) the Criminal Activity concerns and is related to this Agreement.

Franchisee must be given the opportunity to present to the Director evidence in mitigation during the preceding Notice period and County must consider that evidence.

d. New Employees. Franchisee will not allow or cause to be allowed any employee, officer, or director of an Affiliate who is the subject of any Criminal Activity to be hired or transferred from any Affiliate to a position as a Contract Manager.

e. Definitions. For purposes of this Section, “**Franchisee or any of its Contract Managers**” means:

- (1) Franchisee and its officers and directors;
- (2) the officers and directors of Franchisee’s parent corporation and of each successive parent corporation’s parent corporation identified in Exhibit 12.01e(2);
- (3) the Franchisee Representative; and
- (4) any other Persons, including Affiliates and Franchisees’ or Affiliates’ employees, officers, or directors, who have the authority or responsibility to directly or indirectly administer, manage, direct, supervise, or oversee Franchise Services or this Agreement, *including* the following: (i) supplying goods or services; (ii) serving as director of the board of directors of Franchisee or an Affiliate; (iii) serving as an officer or employee of Franchisee or an Affiliate; (iv) reviewing or negotiating Franchisee’s contracts (including this Agreement); (v) providing in-house legal services; (vi) providing insurance or other performance security; and (vii) providing processing or disposal, but *excluding* the following: monitoring Franchisee’s performance, supervising Franchisee’s finance and capital budget decisions and articulating general policies and procedures not related to Criminal Activity. This authority and responsibility is defined as “**Position of Influence.**”

ARTICLE 13. SERVICE FEES

13.01 Service Fees. Franchisee understands and acknowledges, as follows:

- (1) Pursuant to Chapter 12.10 of the Mono County Code, up to two (2) solid waste enterprises will be granted exclusive franchises in the form of this Agreement to provide Franchise Services as primary franchisees within the Service Area.
- (2) In authorizing up to two (2) Franchisees within the same Service Area, it is County’s intention to allow for competition and thereby avoid the need to set Service Fees, other than Service Fee floors, for the provision of Franchise Services pursuant to this Agreement.
- (3) Notwithstanding the above, County may set Service Fee caps or specific Service Fees as provided in Subsection (b).

a. Service Fee Floors. Franchisee will not charge Service Fees for the Franchise Services provided pursuant to this Agreement that are less than those Service Fees listed in Exhibit 13.01a, except as set forth below.

1. Senior Rates. Franchisee may charge Service Fees up to twenty percent (20%) below those set forth in Exhibit 13.01a to Residential Customers over the age of 62, provided that those Service Fees are uniform as to all such Customers.

2. Multiple-service Cart. Franchisee may charge Service Fees up to twenty percent (20%) below those for Carts set forth in Exhibit 13.01a to Commercial Customers who require multiple Collections each week, provided that the reduced rates are uniform countywide and the Customer is already furnished with the largest Bin that Franchisee has in its Service Asset Inventory.

b. Service Fee Caps and Specific Service Fees. County may set Service Fees caps or set specific Service Fees for the provision of Franchise Services if either of the following events occurs:

1. Franchisee Becomes Sole Provider. If Franchisee becomes the only primary franchisee, as defined in Section 12.02.020 of the Mono County Code, then subject to subsequent Service Fee adjustment provided in Subsection 13.01(c), Franchisee will charge Service Fees no greater than the Service Fees it charged on the date that Franchisee became the sole primary franchisee, as determined by County. If, however, Franchisee's Service Fees increased by more than five percent (5%) in the 12-month period immediately preceding its becoming the only primary franchisee, then Franchisee will submit to County a written explanation of the basis for the increase(s) made during that 12-month period. Franchisee will provide County with documentation or other information related to those increases within ten (10) days of County's request. Based upon its review of that documentation and other information, the County Board may:

- (1) set Franchisee's Service Fees at the level existing as of the date Franchisee became the sole primary franchisee; or
- (2) set Franchisee's Service Fees at a level that is less than that existing on that date.

2. Unjustified Service Fee Increase Exceeding 5%. If, notwithstanding the existence of competition within the Service Area, any Service Fee or Fees charged by Franchisee increase by more than five percent (5%) in any 12-month period, then within ten (10) calendar days of County's request Franchisee will provide County with a written explanation of those increase(s), together with any financial and other records justifying the increase(s). If County determines, in its sole discretion, that the increase(s) are not justified by the information provided, then County may set Franchisee's Service Fee or Service Fees as provided in Subsection (b)(1).

c. Service Fee Adjustments. If Service Fees are set pursuant to Subsection (b)(1) or Subsection (b)(2), then those Service Fees may be adjusted as provided in Subsection (c). Upon written request by Franchisee to the County Board for a Service Fee adjustment submitted no earlier than July 1st and no later than October 1st prior to the commencement of each new Contract Year, Franchisee's Service Fees for Franchise Services will be adjusted, upward or downward, annually, effective January 1st of each Contract Year, in the manner described provided in

Subsection (c). The County Board may also (but is not obligated to) act on its own initiative in the event Franchisee declines to request an adjustment to its Service Fees, and adjust Franchisee's Service Fees in the manner described below. Franchisee will provide written notice to each Customer in a form approved by County, of annual increases, whether initiated by Franchisee or by the County Board, at least six (6) weeks prior to their implementation.

1. Annual Adjustments.

(i) **CPI Adjustment.** Seventy-five percent (75%) of Franchisee's Service Fees are subject to adjustment in accordance with the Consumer Price Index – Not Seasonally Adjusted, U.S. City Average for Garbage and Trash Collection (“CPI”), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year. Thus, if the CPI experienced a net increase of 3% from September, 2005, to September, 2006, then seventy-five percent (75%) of Franchisee's Service Fees would be subject to a three percent (3%) increase effective as of January 1, 2007.

(ii) **PPI Adjustment.** Five percent (5%) of Franchisee's Service Fees are subject to adjustment as described below in accordance with the Producer Price Index – Not Seasonally Adjusted, U.S. City Average for #2 Diesel all items (“PPI”), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year. Thus, if the PPI experienced a net increase of three percent (3%) between September, 2005, and September, 2006, then five percent (5%) of Franchisee's Service Fees would be subject to a three percent (3%) increase effective as of January 1, 2007.

(iii) **Gate Fee Adjustment.** Twenty percent (20%) of Franchisee's Service Fees are subject to adjustment to reflect increases or decreases in the gate fees charged at the Designated Disposal Site. This portion of Franchisee's Service Fees will apply either generally to the gate fees for solid waste, or for the specific category of waste for which the Franchisee has established a Service Fee, such as white goods, tires, C&D Waste, or others that may be applicable.

The total adjustment of Service Fees under this subsection, whether upward or downward, may not exceed five percent (5%) in any one Contract Year.

If either the CPI or PPI category specified above is discontinued or revised during the Term by the United States Department of Labor, Bureau of Labor Statistics, such other government index or computation with which it is replaced will be used in order to obtain substantially the same result as would be obtained if the category had not been discontinued or revised. County will specify any replacement index to the CPI or PPI category at its sole discretion.

2. Change in Law Adjustments. In addition to the adjustments set forth in Subsection (c)(1), Franchisee may request an adjustment to Franchisee's Service Fees where a change in Applicable Law, other than a change to the gate fees charged at the Designated Disposal Facility, results in an increase in Franchisee's Direct costs. Franchisee may request Service Fee

adjustments made under this subsection at any time during the course of a Contract Year; *provided, however,* that Franchisee may not request more than one adjustment due to changes in law per Operating Year. For the purposes of this subsection “**Operating Year**” will mean the 12-month period immediately preceding or following the requested adjustment. In its application for a Service Fee adjustment based on a Change in Law, Franchisee must include a statement of the amount of the requested adjustment, the basis therefore, and all financial and other records on which Franchisee relies for its claim that Franchisee’s Direct Costs have increased. The Director will review Franchisee’s Service Fee application and notify Franchisee if it is complete or whether the Director wishes to review and/or audit any additional documents or information reasonably related to the requested increase before submitting the matter to the County Board for their consideration. The Board will review and consider the requests within a reasonable period of time after the complete submittal by Franchisee and after County has had a reasonable period of time to request, review, and audit any applicable financial records of Franchisee and/or its Affiliates. The Board may grant Franchisee’s requested Service Fee adjustment or, based on the information presented, may increase or decrease Franchisee’s Service Fees in amounts different from Franchisee’s request. The adjusted Service Fees, if approved, will go into effect thirty (30) days after such approval or at such other time as established by the Board.

d. Resolution of Issues Regarding Service Fee Adjustments. Any issue regarding Service Fee adjustments, or the computation thereof will be decided by the County Board. The Service Fees in effect at the time any issue or dispute is submitted to the Board will remain in effect pending resolution of any issue or dispute. The effective date of any dispute resolution, whether retroactive or prospective, will reasonably be determined by the Board. In the event that Franchisee and County are unable to reach agreement regarding the adjustment of Service Fees, then either party may terminate this Agreement by sending to the other party a Notice stating the basis therefor, and setting a date of termination that is at six (6) months from the date printed on the Notice, *unless* the Parties agrees to a shorter date.

13.02 Fees Payable by Franchisee.

a. Franchise Fee.

1. Amount. In consideration for County’s granting Franchisee the franchise described in Section 4.01, Franchisee will pay County the Franchise Fee equal to four percent (4%) of the Gross Revenues received from providing the Franchise Services, commencing with revenues billed for and received after October 1, 2018, but excluding Gross Revenues received from providing the Franchise Services pursuant to an Existing Agreement listed in Exhibit 13.01a.

2. Payment. Franchisee will pay the Franchise Fee quarterly, no later than the first day of the second month immediately following the Quarter in which Franchisee rendered Franchise Services, as required by Section 12.10.022 of the Mono County Code (for example, for the quarter ending on March 31, payment is due no later than May 1). With payment, Franchisee will additionally provide:

- (1) documentation in form and detail satisfactory to the Director showing the basis for calculating the Franchise Fee, together with additional information to calculate or verify the Franchise Fee that the Director may determine to be necessary; and
- (2) a representation and warranty as follows: "I represent and warrant, under penalty of perjury of the laws of the State of California, that I am familiar with the financial transactions of D & S Waste Removal, Inc. and am responsible for keeping and maintaining its financial records, including gross receipts thereof, and I have reviewed the [INSERT DATE AND DESCRIPTION OF ACCOMPANYING FRANCHISE PAYMENT ACCOUNTING STATEMENT]. To the best of my knowledge and belief, the statement is true, correct and complete."

Documentation and representations and warranties filed by Franchisee are not deemed conclusive as to the information presented or statements made therein. Franchisee's submission of documentation and representations and warranties does not preclude County from taking additional measures and actions to collect franchise fees actually due and payable.

3. Late Payment Charges. If Franchisee does not fully and timely pay its Franchise Fee in accordance with Subsection (a)(2), then Franchisee shall pay a basic penalty of ten percent (10%) of the amount of the unpaid Franchise Fee plus interest equal to one and one half percent (1½ %) of the total of (i) the unpaid monthly charges and (ii) the basic penalty, for each month, or part of a month, that the monthly franchise fee has not been paid.

4. County Audit. County may, at its own expense and using a consultant of its choosing, audit the records of Franchisee and Franchisee must provide County with copies of records within two (2) weeks of County's request. If County's audit demonstrates to the satisfaction of County that the Franchise Fee paid by Franchisee to County was understated, then Franchisee will pay County both:

- (1) the amount of the understated Franchise Fee plus the late payment charges provided in Subsection (a)(3) within thirty (30) days following County's submission of the results of the audit to Franchisee, and
- (2) if County's audit demonstrates that the Franchise Fee paid by Franchisee was understated by more than Five Thousand dollars (\$5,000.00) or two percent (2%), whichever is less, County's Reimbursement Cost to conduct the audit.

5. Annual Review by CPA; Actual Payments. Within one hundred twenty (120) days following the close of each Contract Year, Franchisee will furnish County with a statement showing and substantiating the amount of the Franchise Fee, both owed and paid. Franchisee will cause that statement to be audited by an independent certified public accountant, acceptable to County, in accordance with generally accepted auditing principles, and including the accountant's statement relative to his or her review. That statement will also be accompanied by the representation and warranty required by item (2) of Subsection (a)(2).

b. Solid Waste Permit Fee. Franchisee will pay County any fee for Permits issued by County in the time, manner, and amount required by the Mono County Code or by resolution of the County Board.

13.03 Payment of Moneys Due County.

Franchisee will pay all County Payment Obligations (i) on the date they are due pursuant to this Agreement; or (ii) if no date is provided in this Agreement, within twenty (20) days of County's demand.

If Franchisee has not fully and timely paid a County Payment Obligation within twenty (20) days of their due date, then County may draw on Franchisee's Letter of Credit in accordance with Section 11.03 for the amount of (i) the Payment Obligation, *plus* (ii) the Overdue Rate or, with respect to Franchise Fees, the late-payment charge set forth in Section 13.02.

13.04 Fee Disputes.

a. County's Notice of Dispute. If County disputes any amount calculated by Franchisee in accordance with Section 13.02(a), then County will give Franchisee Notice of its dispute together with any request for additional information, identified with reasonable specificity, with respect thereto.

b. Franchisee's Response. Within seven (7) days of receiving County's Notice, Franchisee will respond to County's dispute and supply any requested information. If Franchisee does not respond within said time, then it will be deemed to concur with County. If Franchisee concurs or is deemed to concur, then it will promptly amend the disputed invoice.

c. Dispute Resolution. If County disagrees with Franchisee's response and County and Franchisee cannot reach agreement during an ensuing 15-day period following the Franchisee's response, then the Parties may agree to submit the matter for binding resolution by the Independent Expert in accordance with Article 9.

ARTICLE 14. BREACHES, DEFAULTS, DAMAGES, AND OTHER REMEDIES

14.01 Certain Breaches and Damages.

a. Notice and Opportunity to Correct. County entered into this Agreement with Franchisee in part based on Franchisee's demonstrated abilities, service quality, and responsiveness to Customers' and County's needs. It is County's hope to avoid exercising remedies set forth in this Agreement whenever possible by working with Franchisee informally to resolve Events of Default or other failures to satisfy the obligations set forth in this Agreement. Thus, County may, in its sole discretion, provide verbal notice to Franchisee of any Event of

Default or failure by Franchisee to satisfy the obligations set forth in this Agreement of which County becomes aware prior to pursuing other remedies set forth in this Agreement. If Franchisee corrects said Event of Default or failure to the satisfaction of the Director within the number of days provided, then County shall not pursue additional remedies for that occurrence. In addition, Franchisee shall have each of the opportunities to cure and/or correct Events of Default or other failures to satisfy the obligations of this Agreement set forth in Mono County Code section 12.10.023(E).

b. Franchisee Reports. In each Quarterly Report, Franchisee will certify to County that it has fully and timely met its Performance Obligations during the preceding Quarter. If Franchisee cannot so certify, then Franchisee will note those failures in its Quarterly Report and within thirty (30) days of submitting its Quarterly Report, pay damages listed in Exhibit 14.01 for each failure occurring after the first six (6) weeks following the Commencement Date.

c. County Notice. If County becomes aware at any time that Franchisee has not fully and timely met its Performance Obligations, then County may provide Franchisee with a Notice thereof specifying any damages that Franchisee must pay County in accordance with Exhibit 14.01 within ten (10) days of Notice, *unless* Franchisee contests payment of damages as provided in Subsection (d).

d. Procedure for Review of Damage Obligations. Within ten (10) days of the date of the Notice by County described in Subsection (c), Franchisee may contest imposition of damages by submitting documentary evidence to County demonstrating why Franchisee does not owe damages. County will use Reasonable Business Efforts to review Franchisee's evidence and render a written decision to Franchisee confirming or reversing the imposition of damages as soon as reasonably possible after receipt of the evidence. County's decision is final and binding and constitutes final Notice for the purposes of this Subsection (d).

e. Damages Reasonable. The Parties acknowledge that County has incurred considerable time and expense procuring this Agreement in order to secure an improved level of Collection service quality, accountability, and increased Customer satisfaction. Therefore, consistent and reliable Franchise Service and accountability is of utmost importance to County. County has considered and relied on Franchisee's representations as to its quality of service commitment in entering into this Agreement, and Franchisee's breach of its Performance Obligations represents a loss of bargain to County and Customers.

The Parties further recognize that quantified standards of performance and regular reporting to County regarding that performance are necessary and appropriate to ensure consistent and reliable Service, and if Franchisee fails to meet its Performance Obligations then County will suffer damages (including its Customers' inconvenience; anxiety; and frustration, criticism, and complaint by Customers; potential political pressure; lost the County Board and staff time; and loss of bargain secured through time-consuming and expensive procurement) and that it is and will be impracticable and extremely difficult to ascertain and determine the value thereof. In addition, if Franchisee fails to fully and timely satisfy its Performance Obligations or in the Event of Default, then the urgency of protecting public health and safety may necessitate that County enter into emergency or short-term arrangements for services without competitive procurement at prices

substantially greater than hereunder, and the monetary loss resulting therefrom is impossible to precisely quantify. Lastly, termination of this Agreement for Franchisee Default and other remedies provided hereunder are, at best, a means of future correction and not remedies that make County whole for past Breaches and Franchisee Defaults. Therefore, the Parties agree that the liquidated damages listed in Exhibit 14.01 represent a reasonable estimate of the amount of said damages, considering all of the circumstances existing on the Commencement Date, including the relationship of the sums to the range of harm to County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each Party specifically confirms the accuracy of the statements made above and the fact that each Party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

14.02 Remedies Upon Default.

a. Remedy. Upon the occurrence of an Event of Default, County has the following remedies:

1. Termination. County may terminate this Agreement or any portion of Franchisee's Performance Obligations. Prior to termination, County must give Franchisee a Notice stating the reason for the termination. County may terminate the Agreement

- (1) thirty (30) days following the date of the Notice; or
- (2) immediately following the date of the Notice if
 - (i) County determines that protection of public health and safety requires immediate termination;
 - (ii) Franchisee fails to maintain insurance, bonds, or other assurances of performance required under this Agreement;
 - (iii) Franchisee Violates law, as set forth in Section 10.12.023(E)(1)(e) of the Mono County Code.

2. Suspension. County may suspend all or a portion of this Agreement for up to thirty (30) days. During that 30-day period the Franchisee may demonstrate to the sole satisfaction of County that Franchisee can once again fully perform the Franchise Services. If Franchisee so demonstrates, then County's right to suspend or terminate the Agreement will cease and Franchisee may resume providing Franchise Services. If Franchisee does not so demonstrate, then County may terminate the Agreement and exercise any other rights and remedies under this Agreement. Prior to suspending all or a portion of this Agreement, County must give Franchisee a Notice stating the reasons for the suspension. County may suspend the Agreement, effective fifteen (15) days after the date of the Notice. If County determines that the suspension is necessary for the protection public health and safety, then County need not give Franchisee Notice but may

give Franchisee oral notice stating the reasons for the suspension, effective immediately. County will provide Franchisee with Notice confirming oral notice.

3. Damages. County may exercise its remedies of damages (including damages in accordance with Section 14.01).

4. Equitable Relief. County may exercise any other available remedies at law or in equity (including specific performance and injunctive relief). Franchisee acknowledges that County's remedy of damages for a breach of this Agreement by Franchisee may be inadequate for reasons including: (i) the urgency of timely, continuous and high-quality Solid Waste management service under this Agreement, including collection, transportation and/or transfer for disposal of putrescible wastes which constitute a threat to public health; and (ii) for all of the reasons set forth in Section 14.01(e). Therefore, County is entitled to all available equitable remedies, including specific performance or injunctive relief.

b. Delivery Obligations. Franchisee further acknowledges that County's remedy of damages for a breach of Section 7.01 by Franchisee (Failure to Deliver Materials to Designated Disposal Facility) may be inadequate and, consequently, that County is entitled to all available equitable remedies, including specific performance and injunctive relief for all of the reasons set forth in Exhibit R-1.

14.03 Remedies Not Exclusive.

County's rights and remedies in the Event of Default are not exclusive. Exercise of one remedy, including seeking damages, is not an election of remedies but is cumulative with any other remedies under this Agreement.

14.04 Waivers.

a. County Waiver of Breach. County's waiver of any breach or Event of Default will not be deemed to be a waiver of any other breach or Event of Default including those with respect to the same obligations under this Agreement. County's decision not to demand payment of damages will not be deemed a waiver of any Franchisee failure to satisfy any Performance Obligations. County's subsequent acceptance of any damages or other money paid by Franchisee, including damages, will not be deemed to be a waiver by County of any pre-existing or concurrent breach or Event of Default.

b. Franchisee Waiver of Certain Defenses. Franchisee acknowledges that it is solely responsible for providing Franchise Services and by this Agreement irrevocably and unconditionally waives defenses to the payment and satisfaction of its Performance Obligations under this Agreement based upon failure of consideration; contract of adhesion; impossibility or impracticability of performance; commercial frustration of purpose; or the existence, non-existence, occurrence or non-occurrence of any foreseen or unforeseen fact, event, or contingency

that may be a basic assumption of Franchisee with regard to any provision of this Agreement. However, Franchisee does not waive any defense of Uncontrollable Circumstances.

14.05 Jurisdiction; Venue.

- a. Jurisdiction.** The Parties will bring any lawsuits arising out of this Agreement in State or Federal courts within the State of California, which will have exclusive jurisdiction over said lawsuits.
- b. Venue.** Venue will be made and performed in courts sitting in Mono County.
- c. Other.** The site of any other hearing or action, whether arbitration or non-judicial, of whatever nature or kind regarding this Agreement, will be conducted in Mono County.

14.06 Costs.

Franchisee agrees to pay to County County's Reimbursement Costs reasonably incurred by or on behalf of County enforcing timely payment or performance of Franchisee's obligations under this Agreement.

14.07 Assurance of Performance.

If Franchisee

- (1) is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing, or other concerted job action); or
- (2) appears in the judgment of County to be unable to regularly pay its bills as they become due; or
- (3) is the subject of a civil or criminal judgment or order entered by a federal, state, regional, or local agency for violation of an environmental or tax law,

and County believes in good faith that Franchisee's ability to timely and fully perform Franchise Services has been placed in substantial jeopardy, then County may, at its option and in addition to all other remedies it may have, demand from Franchisee reasonable assurances of timely and full performance under this Agreement. If Franchisee fails or refuses to provide reasonable assurances by the date required by County, then that failure or refusal will constitute an Event of Default in accordance with Section 12.10.023(E)(2)(b) of the Mono County Code.

14.08 County Right to Perform Franchise Services.

a. Events. County may perform, or contract for the performance of, any or all of Franchisee's Performance Obligations, including the collection of Solid Waste or any portion thereof and transportation and delivery to a Solid Waste facility, upon the occurrence of either of the following events, determined by County in its sole discretion:

- (1) Franchisee, due to Uncontrollable Circumstances or for any reason whatsoever, fails, refuses, or is unable for a period of forty-eight (48) hours to Collect and/or to transport, Solid Waste to a Solid Waste facility and County determines there is danger to the public health, safety, or welfare; or
- (2) County suspends any portion of Franchisee's Performance Obligations or terminates this Agreement in accordance with Section 14.02(a)(1).

County has no obligation to continue providing Franchise Services and may at any time, in its sole discretion, cease to provide Franchise Services. However, County's right to provide Franchise Services, including contracting with another Person, will continue until Franchisee can demonstrate to County's satisfaction that Franchisee is ready, willing, and able to resume timely and full Franchise Services.

b. Notice. County may give Franchisee oral notice that County is exercising its right to perform Franchise Services, which notice is effective immediately, but must confirm oral notice with Notice within 24 hours thereafter to extend County performance.

c. Records and Reports. In the event that County exercises its right under Section 14.08(a) to perform any or all of Franchisee's Performance Obligations, Franchisee shall promptly provide County with immediate access and/or possession of Records, including but not limited to those related to routing and billing.

d. Stipulations. Franchisee agrees and stipulates that County's exercise of rights under this Section 14.08 does not constitute a taking of any private property interest or right for which County must compensate Franchisee; will not create any liability on the part of County to Franchisee; and does not exempt Franchisee from any Indemnities, which the Parties acknowledge are intended to extend to circumstances arising under this Section 14.08.

ARTICLE 15. FRANCHISEE'S OBLIGATIONS UPON EXPIRATION OR TERMINATION

15.01 Pay Outstanding Amounts.

Franchisee will pay County any County Payment Obligations or other amounts then accrued and payable.

15.02 Cooperation During Transition.

If Franchisee is not awarded an agreement to continue to provide Franchise Services following the expiration or termination of this Agreement, then Franchisee will reasonably cooperate with County and the succeeding Franchisee(s), contractor(s), licensee(s), permittee(s), or other Person(s) providing Solid Waste Handling Services to assure a smooth, efficient, orderly, timely, and effective transition from Franchise Services to those Solid Waste Handling Services, including transfer of Records; complete routing information, route maps, vehicle fleet information, and Customer billing lists, upon request of County; providing other Records and reports required by this Agreement; and coordinating with County and any subsequent Franchisee(s), contractor(s), licensee(s), permittee(s), or other Person(s) with respect to exchanging Containers. Franchisee will not remove a Container from any Customer's premises until the earlier of: (1) the date replacement containers are provided to the Customer, or (2) 3 weeks after the expiration or termination of this Agreement. THIS OBLIGATION OF FRANCHISEE WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 16. THE PARTIES

16.01 Franchisee is Independent Contractor.

Franchisee will perform Franchise Services as an independent contractor engaged by County and not as officer, agent, servant, employee, or partner of County nor as a joint venture with County. No employee or agent of Franchisee is deemed to be an employee or agent of County. Franchisee will have the exclusive control over the manner and means of performing Franchise Services and meeting its Performance Obligations and over all Persons performing Franchise Services. Use of the word "direct" in this Agreement signifies County's right to require Franchisee's compliance with County directions, but will not be construed to signify County control over the manner and means of performing Franchise Services. Franchisee is solely responsible for the acts and omissions of its officers, employees, contractors, subcontractors, and agents, none of which is deemed to be an officer, agent, servant, or employee of County. Neither Franchisee nor its officers, employees, contractors, subcontractors, and agents will obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrue to County employees and Franchisee expressly waives any claim it may have or acquire to said benefits.

16.02 Parties in Interest.

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the Parties and their representatives, successors, and permitted assigns.

16.03 Binding on Successors.

The provisions of this Agreement will inure to the benefit of and be binding on the successors and permitted assigns of the Parties.

16.04 Further Assurances.

Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

16.05 Actions of County in Its Governmental Capacity.

Nothing in this Agreement is interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

16.06 Franchisee's Obligations Performed at Its Sole Expense.

Franchisee will perform Franchise Services solely for the compensation expressly provided for in this Agreement. Franchisee acknowledges that it will not receive any form of payment or other consideration from County for its performance under this Agreement except for the grant of the franchise under this Agreement. Franchisee will instead look solely to its Customers to compensate Franchisee for providing all Franchise Services and satisfying its Performance Obligations.

16.07 Parties' Representatives.

a. County Representative. The County Representative is the Director unless otherwise named by the County Board from time to time upon Notice of County Representative to Franchisee. The County Representative is authorized to act on behalf of County in the administration of this Agreement and, unless otherwise specified, may take all actions set forth in this Agreement except termination, extension, amendment, and assignment consent, without action by the County Board.

b. Franchisee Representative. The Franchisee Representative is Roger Brown, as may be changed from time to time upon Notice of Franchisee Representative to County. The Franchisee Representative is authorized to act on behalf of Franchisee in the performance under this Agreement.

16.08 Due Diligence.

Franchisee acknowledges that County may be subject to statutory fines or penalties for failure to achieve mandated waste diversion levels and that waste management is a public health and safety concern. It agrees that it will exercise due diligence in performing Franchise Services.

16.09 Subcontracting.

Franchisee may not Subcontract any portion of the Franchise Services, including the provision of Carts and Containers, set forth in this Agreement. Franchisee may engage any number of Subcontractors providing goods or services that do not comprise Franchise Services or the provision of Carts and Containers (e.g., billing services, equipment, maintenance). Franchisee will not subcontract in a manner that effectuates an assignment of this Agreement, unless the requirements of Section 12.10.023 of the Mono County Code and the provisions of this Agreement (including Section 17.01) related to assignment are met.

Franchisee must direct the work of Franchisee's Subcontractors. Franchisee is solely responsible for paying any compensation due or payable to Franchisee's Subcontractors. County may require Franchisee to remove any Subcontractor for good cause. Subcontractors' failure to satisfy its subcontracted obligations (including violation of Applicable Law) is a failure by Franchisee and County may exercise any or all of the rights and remedies available to County under this Agreement with respect to Franchisee.

“**Subcontractor**” includes any Person, including Affiliates, that provides goods or services that do not comprise Franchise Services or the provision of Carts and Containers but are related to the provision of Franchise Services, whether pursuant to formal, written agreement or merely in fact. “**Subcontract**” means any arrangement, formal or informal, written or otherwise, between Franchisee and a Subcontractor for providing goods or services related to the provision of Franchise Services.

In its Annual Report, Franchisee will disclose to County the name of all Subcontractors, the amount goods or services related to the provision of Franchise Services that each Subcontractor provides to Franchisee, and a description of Franchisee's relationships to each Subcontractor (including ownership interests).

16.10 No Use of County Name.

Franchisee will not do business as or use a corporate, partnership, venture, or other formal name, containing the words “Mono” or “County” or implying County ownership *although* upon County direction, Franchisee will use County's name in its public relations signage.

ARTICLE 17. ASSIGNMENT AND AMENDMENTS

17.01 Assignment.

a. County Assignment. County may assign this Agreement to a joint powers authority, a sanitation district, or other public entity succeeding to the major portion of County's solid waste management rights and obligations. County may also assign this Agreement to any other Person, with Franchisee's consent, upon County's determination that the assignee is financially capable of meeting County's obligations under this Agreement.

b. Franchisee Assignment. Franchisee acknowledges that the experience and expertise of Franchisee are material considerations of County in entering into this Agreement with Franchisee. Franchisee may not Assign this Agreement except in accordance with Section 12.10.23(C) of the Mono County Code. Franchisee may not circumvent County's Assignment consent rights in practical effect by securing goods or services from a Subcontractor that would be itself subject to "assignment," where "Subcontractor" is substituted for "Franchisee" in the definition of "Assign" in Subsection 17.01(c).

c. Assign. "Assign" includes:

- (1) selling, exchanging, or otherwise transferring effective control of management of the Franchisee (through sale, exchange, or other transfer of outstanding stock or otherwise);
- (2) issuing new stock or selling, exchanging, or otherwise transferring twenty percent (20%) or more of the then outstanding common stock of the Franchisee;
- (3) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance, or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction which results in a change of Ownership or control of Franchisee;
- (4) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of an execution, being levied against Franchisee, appointment of a receiver taking possession of any of Franchisee's tangible or intangible property;
- (5) substitution by a surety company providing any performance bond in accordance with Section 11.03 of another Person for Franchisee to perform Franchise Services;
- (6) sale or transfer of fifty percent (50%) or more of the value of assets of Franchisee except for sales or transfers to parents, grandparents, siblings, children, and grandchildren of persons having a shareholder or other equity interest in Franchisee as of the date of this Agreement ("Immediate Family") or trust created primarily to benefit members of the Immediate Family; and

- (7) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of Ownership or control of Franchisee.

17.02 Amendments.

The Parties may change, modify, supplement, or amend this Agreement only upon written agreement duly authorized and executed by both Parties. However, wherever reports, forms, protocols, or other documents are attached to this Agreement as attachments to an Exhibit, County Representative and Franchisee Representative may edit and revise them upon their agreement or otherwise provided in the related Sections of this Agreement, evidenced in writing *unless* this Agreement specifically requires approval by the County Board pursuant to resolution or otherwise.

ARTICLE 18. NOTICES, CONSENTS, APPROVALS, ETC.

18.01 Notices.

a. Written. The Parties must present and express all reports, demands, requests, directions, selections, option exercises, orders, requests, proposals, reviews, comments, acknowledgments, approvals, consents, waivers, certifications, and other communications made to each other under this Agreement in writing. Notice by County to Franchisee of a missed pick-up (i.e., non-collection) or a Customer problem or complaint may be given to Franchisee orally by telephone at Franchisee's local office with written confirmation sent to Franchisee within twenty-four (24) hours of the oral notification.

b. Manner. The Parties must provide Notices at the address provided in Subsection (c), in any of the following manners:

- (1) by e-mail or facsimile promptly followed by delivery described in following items (2), (3) or (4);
- (2) personal delivery to a representative of the Parties, with signed receipt;
- (3) deposit in the United States mail, first class postage prepaid (certified mail, return receipt requested); or
- (4) deposit with a commercial delivery service providing delivery verification.

c. Address.

<p>If to County:</p> <p>Mono County Public Works Department Attn: Solid Waste Superintendent 74 North School Street P.O. Box 457 Bridgeport, CA 93517</p> <p>Telephone: (760) 932-5440 Facsimile: (760) 932-5441</p>	<p>If to Franchisee:</p> <p>D & S Waste Removal, Inc. Attn: Darrol Brown 3 U.S. Highway 95A East P.O. Box 834 Yerington, NV 98447</p> <p>Telephone: (775) 463-3090 Facsimile: [PLACEHOLDER]</p>
--	---

The Parties may change their contact information above upon Notice to the other Party.

18.02 Consents and Approvals.

The County Representative is authorized to act on behalf of County in the administration of this Agreement and, unless otherwise specified, may take all actions set forth in this Agreement except termination, amendment, extension, and assignment consent, without action by the County Board.

18.03 Exercise of Discretion by County.

Recognizing the essential public health and safety protections this Agreement serves, where this Agreement specifically provides that the exercise of any Discretionary Action is in County's sole, exclusive, or absolute discretion, control, or judgment, that exercise of discretion is deemed reasonable and the Franchisee will not question or challenge County's exercise thereof. County will exercise any approval, disapproval, consent, option, discretion, election, opinion, or choice under this Agreement or interpretation of this Agreement in a manner that is reasonable.

ARTICLE 19. EXECUTION OF AGREEMENT

19.01 Authority to Execute.

County warrants that the officers listed below have been duly authorized by County to execute this Agreement on behalf of County. Franchisee warrants that the individuals listed below have been duly authorized by the Franchisee to execute this Agreement on behalf of the Franchisee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and entered as of the last date indicated below:

COUNTY OF MONO:

D & S WASTE REMOVAL, INC.:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form (County Counsel):

By: _____

Title: _____

Date: _____

Approved by Risk Management:

By: _____

Title: _____

Date: _____

EXHIBIT R-1: FINDINGS REGARDING DESIGNATED DISPOSAL FACILITY

In view of the following findings and facts, County has determined that in order to sustain its solid waste program, protect itself from liability for waste generated within its borders, and continue to provide beneficial solid waste services such as education and recycling to its residents and to visitors to the area, it is necessary to require that solid waste collected by franchisees be delivered to a solid waste facility owned by County unless specifically exempted as provided for in this agreement.

a. Local Interests.

(i) County currently operates a comprehensive Solid Waste program which includes six (6) Solid Waste transfer stations, some of which additionally serve as landfills for C&D Waste, and one regional Class III Municipal Solid Waste Landfill.

(ii) At these facilities, County offers recycling services for cardboard, beverage containers, scrap metal, white goods, wood waste, waste tires, used oil and filters, and batteries. In addition, County accepts and processes hazardous materials such as household hazardous waste and universal wastes. County provides these services for free or at a low cost (for tires and white goods) to the public in order to encourage participation and minimize illegal disposal.

(iii) Also, as a part of its solid waste program, County has implemented an aggressive load-checking system at its landfill and transfer stations in order to prevent the improper disposal of liquids and hazardous materials and to help identify and separate recyclables. As a part of this program, County provides information to the public and to waste haulers about recycling and disposal of hazardous and other special wastes.

(iv) A combination of the above services offered by County has resulted in impressive results with respect to recycling, reduction in illegal dumping and disposal, and the safe handling and proper disposal of hazardous materials. For example, in 2017, County accumulated more than 318 tons of scrap metal and white goods at its regional landfill which were then recycled. In 2017 County also collected, 3,854 tons of inert waste and 5,693 tons of wood and green organic waste which were diverted from County's regional landfill, amounting to a combined twenty-nine percent (29%) of all Solid Waste received.

(v) The diversion of recyclable materials through County's solid waste program, and its regional landfill specifically, has enabled County to meet the California Integrated Waste Management Act's mandate that local jurisdictions divert for reuse or recycling fifty percent (50%) of the waste generated within their borders annually or face penalties of up to Ten Thousand dollars (\$10,000.00) per day. Also pursuant to the Integrated Waste Management Act, County has drafted and adopted an Integrated Waste Management Plan which sets forth County's goals with respect to source reduction and recycling and the means to accomplish those goals, of which the programs described above are a critical component.

(vi) County has developed plans and taken aggressive actions to minimize the risk of environmental harm from County's landfill operations which could potentially result from the

generation and migration of landfill gases or leachate. These measures pertain not only to the current operation of the landfill but also to its proper closure and maintenance after closure. For example, County has installed groundwater monitoring wells, conducts quarterly monitoring of landfill gas to identify potential subsurface migration, and sets aside funds each year to pay for closure activities consisting of the permanent sealing of the landfill. Additionally, as required by California law, County will monitor and maintain its landfills for a minimum of thirty (30) years after closure.

(vii) All of the above programs are paid for largely through gate fees generated at County's landfill and transfer stations. The loss of gate fee revenue caused by the transport of Solid Waste to facilities other than those operated by County threatens its entire Solid Waste program and could affect County's compliance with the Integrated Waste Management Act, causing the increased landfilling of recyclable materials and the improper disposal of Unpermitted Waste as well as exposing County to significant fines and penalties.

(viii) Moreover, County has no power or authority to regulate the handling or disposal of Solid Waste outside of its borders to ensure that such waste is properly managed. Yet it remains potentially liable for contamination caused by that waste under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"). Again, there is no way for County to control this risk if it has no power or authority to regulate how the waste is managed. County desires to minimize this exposure to CERCLA liability to the maximum extent feasible.

(ix) County's concerns about liability resulting from the disposal of County-generated waste at facilities not operated by County are real: three (3) of the four (4) regional landfills located in the eastern Sierra within a 200-mile radius of Mono County (and the only three (3) which have accepted waste or indicated the willingness to accept waste generated in Mono County in the past) do not have any groundwater or landfill gas monitoring systems in place and lack many of the other basic regulatory and environmental controls that have been implemented at County's facilities.

(x) For all of the above reasons, County has determined that it is necessary that Solid Waste collected by Franchisees be delivered to a Solid Waste facility owned or operated by County.

b. No Viable Alternatives.

County has considered alternatives to requiring Franchisees to deliver Solid Waste to a Solid Waste facility owned by County or, alternatively, paying the Capacity Fee for limited out-of-county hauling, but has found that there are no viable alternatives.

(i) County's ability to subsidize solid waste management through additional taxes or property-based fees is constrained practically and under the State constitution.

(ii) County has the power, authority, and direction to establish diversion performance standards at its own Solid Waste facility or facilities. It cannot establish, implement, or enforce those standards at facilities it does not own, including landfills where some Solid Waste generated in Mono County is presently being disposed.

(iii) Even if County could raise the capital to take over Solid Waste collection from present privately provided services to municipal service, which would allow County to deliver waste to its own Solid Waste and Recyclable Materials management system, under State law, it would be required to give private haulers five (5) years' advance notice of its intent to do so. During those five (5) years, the private haulers would have the continued right to provide service, and the present loss of County gate fee income would continue to imperil County's Solid Waste program.

(iv) Due to its rural character and remote location, it is impractical or impossible to require mandatory collection within Mono County and many County residents continue to self-haul to County's landfill or transfer stations. If those facilities ceased operation as a result of the failure to collect sufficient gate fee revenues to maintain them, then County residents and businesses would be faced with, in many cases, more than a 100-mile drive to dispose of their waste or would be forced to subscribe to Solid Waste Collection services to haul that waste for them. This would likely increase instances of illegal dumping, as well as be impractical for the reasons described in Subsection (b)(v) below. In addition, it would deprive those residents and businesses of the recycling and Unpermitted Waste processing services which are now available at County's facilities.

(v) User generation fees are not an alternative source of County funding. County has many rural areas, resulting in routing and collection inefficiencies for commercial waste haulers that can make collection cost at many remote residences prohibitively expensive for residents of limited financial means. If County required private haulers to collect user generation fees on behalf of County from private customers/subscribers absent mandatory subscription, those customers would unfairly and inequitably bear Solid Waste management costs of all County residents, those who subscribe and those who do not. As subscription rates increased, customers might drop service, thereby triggering an increasing spiral of costs spread over fewer customers/subscribers, and an increase in illegal dumping. Therefore, County faces the practical and political inability to implement user fees in lieu of gate fees at County facilities.

EXHIBIT 1.01: DEFINITIONS

“**Act**” means the California Integrated Waste Management Act set forth in California Public Resources Code at Sections 40000 *et seq.*

“**Affiliate**” or “**Affiliates**” means all businesses (including corporations, limited and general partnerships, and sole proprietorships) which are directly or indirectly related to Franchisee by virtue of direct or indirect Ownership interests or common management, including a business in which Franchisee has a direct or indirect Ownership interest, a business which has a direct or indirect Ownership interest in Franchisee and/or a business which is also Owned, controlled or managed by any business or individual which has a direct or indirect Ownership interest in Franchisee.

“**Agreement**” means this Agreement, including all exhibits and attachments which are incorporated herein by reference, as this Agreement may be amended and supplemented pursuant to Section 17.02.

“**Annual Report**” means the report described in Section 10.02(b).

“**Applicable Law**” means all laws, statutes, rules, regulations, guidelines, Permits, actions, determinations, orders, or requirements of the United States, State of California, County (including its County Code together with rules and regulations promulgated thereunder and County’s Integrated Waste Management Plan), the Local Enforcement Agency, California Highway Patrol, applicable Air Quality Management District, and other regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern Franchise Services or the performance of the Parties’ respective obligations under this Agreement, including any of the foregoing which concern health, safety, fire, mitigation monitoring plans, building codes, zoning, and further including:

1. Vehicles:

- (i) Section 43000 *et seq.* of the California Health and Safety Code with respect to air emissions (smog checks);
- (ii) Section 27456b of the California Vehicle Code with respect to tires;
- (iii) Section 34500 *et seq.* of the California Vehicle Code with respect to documentation through its maintenance log or otherwise of a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code as applicable to each Vehicle, including bi-annual “BIT” inspections conducted by the California Highway Patrol;
- (iv) rules and regulations promulgated under the California Vehicle Code with respect to Vehicle highway lighting, flashing and warning lights, clearance lights, and warning flags;

- (v) rules and regulations of the California Department of Motor Vehicles with respect to Vehicle registration;
- (vi) Vehicle weight limits;
- (vii) the appropriate class of drivers' licenses issued by the California Department of Motor Vehicles;
- (viii) Control Measure for Diesel Particulate Matter from On-Road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicles, 13 CCR § 2020 *et seq.*;
- (ix) 14 CCR §§ 17341, 17342, 17343 and 17344, with respect to equipment construction, safety and parking and identification of operating equipment.

2. Containers:

- (i) 14 CCR § 17314 with respect to maintenance and placement of containers;
- (ii) 14 CCR § 17317 with respect to placing identifying name and telephone number on containers.

3. Labor:

- (i) drug and alcohol testing;
- (ii) the Occupational Safety and Health Act (29 U.S.C. Section 651 *et seq.*), including the Solid Waste Disposal Facility Criteria promulgated by the U.S. EPA on October 9, 1991 (40 CFR, Parts 257 and 258); and the California Occupational Safety and Health Act (California Labor Code, Division 5, Parts 1-10, Section 6300 *et seq.*), and rules and regulations of California Division of Occupational Safety and Health;
- (iii) the Immigration Reform and Control Act of 1986 (PL.99-603);

4. Environmental protection:

- (i) CERCLA;
- (ii) RCRA;
- (iii) Clean Air Act (42 U.S.C. Section 1351 *et seq.*, 42 U.S.C. Section 7401-7642); and the California Clean Air Act (Health & Safety Code Sections 1251 *et seq.* and Health and Safety Code Sections 39000 *et seq.*);
- (iv) California Hazardous Waste Control Act (California Health & Safety Code, Section 25100 *et seq.*);

- (v) California Hazardous Materials Release Response Plan and Inventory Act (California Health & Safety Code, Division 20, Chapter 6.95, Section 25500 *et seq.*);
- (vi) Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*);
- (vii) Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 *et seq.*); and

5. Miscellaneous:

- (i) County Lobbyist Ordinance;
- (ii) Civil Rights Act of 1964 (Subchapter VI or Chapter 21 of Title 42);
- (iii) California Integrated Waste Management Act; and
- (iv) Mono County Code.

“Bear Carts” means wheeled containers having a capacity of either 35, 64, or 95/96 gallons supplied by Franchisee for Collection of Customers’ Solid Waste that provides adequate protection against bears.

“Bins” means metal containers supplied by Franchisee for Collection of Commercial or Residential Customers’ Solid Waste (also commonly referred to as “dumpsters”).

“Board” or **“County Board”** means the Mono County Board of Supervisors.

“Bulky Waste” means Solid Waste that cannot be contained within a Residential Customer’s Cart, such as

- (1) furniture (including chairs, sofas, mattresses and rugs);
- (2) appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, small household appliances, and other similar items commonly known as **“white goods”**);
- (3) large Yard Wastes (including wood waste, tree branches, scrap wood); and
- (4) tires.

“Capacity Fee(s)” means those fees as set forth in Exhibit 7.01b.

“**Carts**” means wheeled containers having a capacity of either 35, 64, or 95/96 gallons supplied by Franchisee for Collection of Customers’ Solid Waste.

“**C&D Waste**” means used or discarded construction materials, packaging, and rubble removed from a premises during the construction or renovation of a structure resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures.

“**CERCLA**” means the Comprehensive Environmental Response, Compensation and Liability Act of 1982 (42 U.S.C. § 9601 *et seq.*).

“**Collect**” or “**Collection**” or other form thereof refers to Solid Waste pickups made by Franchisee as required by and in compliance with the provisions of this Agreement.

“**Commencement Date**” means the later date of execution by the Parties indicated on the execution page of this Agreement.

“**Commercial**” or “**Commercial Premises**” means a premise that is not Residential, including premises where business activity is conducted, including offices, retail sales, services, institutions, wholesale operations, food service, manufacturing and industrial operations, public property, and facilities but excluding businesses conducted upon residential premises that are permitted under applicable zoning regulations and are not the primary use of the property. Commercial Collection Services are described in Section 4.01c(2).

“**Commercial Set-out Site**” is defined in Section 4.01(c)(2)(i).

“**Containers**” means the Carts, Bear Carts, Bins, or Roll-offs from which Franchisee must Collect Solid Waste.

“**Contract Year**” means the calendar year, commencing January 1 and ending December 31.

“**County**” means County of Mono, a political subdivision of the State of California, or any governmental entity which may hereinafter assume waste management obligations of County, including any joint exercise of powers authority or other similar public entity with which County participates or contracts with, established to provide solid waste management services or meet Solid Waste diversion requirements under Applicable Law. For the purposes of Indemnities, “**County**” also means its officers, employees, agents, franchisees, attorneys, administrators, affiliates, representatives, servants, insurers, heirs, assigns and any successor or successors to County’s interest.

“**County Code**” or “**Code**” means the Mono County Code, including Title 12.

“**County Office Hours**” means 8 a.m. to 5 p.m. on County Working Days.

“**County Payment Obligations**” means monetary amounts due and payable to County, or claims by County for those amounts, including those listed under Sections 13.02 and 14.01, any County

Reimbursement Costs, and any amounts accrued and payable upon termination of the Agreement in accordance with Section 15.01.

“County Reimbursement Costs” means Direct Costs incurred by County plus ten percent (10%).

“County Working Days” means days on which County administrative offices are open to the public.

“Customer(s)” means the generators (including owners, tenants, occupants, and/or persons having the care or control of any premises within County) of Solid Waste to which Franchisee is required to provide Franchise Services.

“Day” or **“Days”** means calendar days.

“Delivery Obligations” means Franchisee’s obligation to deliver Solid Waste to the Designated Disposal Facility as set forth in Section 7.01.

“Designated Disposal Facility” means the Benton Crossing Landfill, located at 899 Pit Road in Mono County.

“Direct Costs” are actual costs incurred, including staff, equipment, materials, overhead, and other costs reasonably expended in the performance of an activity, certified by an authorized financial officer of the Party submitting a payment demand therefor.

“Director” means the Director of County Department of Public Works or his or her designee.

“Diversion Facility” is defined in Section 6.01(a).

“Divert,” “Diverted,” “Diversion” or other form thereof is defined in Section 6.01(a).

“Diverted Recyclables” is defined in Section 6.01(a).

“Event of Default” means an Event of Default listed in Section 12.10.023(E)(1) of the Mono County Code, or failure by the Franchisee to deliver solid waste to the Designated Disposal Facility, in accordance with Section 7.01 of this Agreement.

“Franchise Fee” means the fee described in Section 13.02(a).

“Franchise Services” means all Performance Obligations of Franchisee to Customer under Article 4.

“Franchise Area” means the unincorporated area of County of Mono, excluding that portion of County known as “Oasis” and described in Exhibit 4.01a.

“Franchisee” means D & S Waste Removal, Inc. and any assignee thereof consented to by County in accordance with Section 17.01. For purposes of Indemnities, Franchisee also means

Franchisee's employees, officers, agents, subcontractors, and consultants performing or responsible for performing Franchise Services; provided that only signatory D & S Waste Removal, Inc., a Nevada corporation, is obligated to provide indemnities and those employees, officers, agents, subcontractors, and consultants will not be liable therefor as individuals.

“Franchisee’s Reimbursement Costs” means the rate listed on Franchisee’s current fee schedule or, if not listed on the fee schedule, then Franchisee’s Direct Costs plus ten percent (10%).

“Gross Revenues” means any and all revenue or compensation in any form derived directly or indirectly by Franchisee, its Affiliates, subsidiaries, parents, or any other entity in which Franchisee has a financial interest in collecting, transporting, arranging, handling, and/or disposing of franchised Solid Waste generated in the Franchise Area. Gross Revenues does not include revenue from the sale of Recyclable Materials.

“Hazardous Waste” means “hazardous waste” as defined in Section 12.02.020 of the Mono County Code defining Unpermitted Waste.

“Holidays” means those days of each year when the Designated Disposal Site is closed, plus any additional days designated by Franchisee as Holidays, with the approval of County.

“Household Hazardous Waste” means any Unpermitted Waste generated incidental to owning or maintaining a place of residence, excluding any Unpermitted Waste generated in the course of operation of a business concern at a residence, in accordance with Section 25218.1 of the California Health and Safety Code.

“Indemnities” means all defenses and indemnities under this Agreement.

“Independent Expert” is the Person selected in accordance with Section 9.01(a).

“Liabilities” includes: liabilities, lawsuits, claims, complaints, causes of action, citations, investigations, judgments, demands, clean-up orders, damages (whether in contract or tort), including

- (1) personal injury to or death of, at any time, Franchisee’s employees, Subcontractors, County, or the public;
- (2) property damage of Franchisee, Subcontractors, County, or the public;
- (3) costs and expenses, (including all costs and expenses of litigation, mediation or arbitration, attorneys fees, whether County’s or Franchisee’s staff attorneys or outside attorneys, and court costs);
- (4) losses;
- (5) fines;

- (6) penalties; and
- (7) other detriments of every nature and description whatsoever,

whether under State of California or federal Applicable Law; and **Liabilities** arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

“Non-Collection Notice” means either:

- (1) Verbal notice by Franchisee to Customer given within twenty-four (24) hours of the non-collection of Solid Waste from a Customer’s Set-out Site on the Regularly-Scheduled Collection Day notifying the Customer of the reason for the non-collection and notifying the Customer of how the non-collection will be remedied (e.g., the manner in which materials should be prepared by the Customer for collection or the date of rescheduled Collection); or
- (2) if directed by County, a 3-part (no carbon required) form with a cardstock backing (or other form approved by County) left by Franchisee for Customers at the times, in the events and in the manner described in Section 4.04 which contains, at a minimum:
 - a. the date and time it is given;
 - b. the complete address of the premises;
 - c. the reason for the non-collection;
 - d. the name of Franchisee’s employee who prepared the notice;
 - e. the manner in which materials should be prepared for collection; and
 - f. printed in English and Spanish.

Franchisee will leave a hard (cardstock) copy with the Customer, will retain one copy, and will transmit one copy to the Director on the next weekday which is not a Holiday.

“Notice” or **“Notify”** or other variation thereof means notice given in accordance with Section 18.01.

“Office” or **“Franchisee’s Office”** means the administrative office of Franchisee and identified by Franchisee to County.

“Office Hours” or **“Franchisee’s Office Hours”** means 8:00 a.m. to 5:00 p.m., Monday through Friday.

“Overdue Rate” means ten percent (10%) per annum.

“Own” or **“Ownership”** or other forms thereof means constructive ownership under the provisions of Section 318(a) of the Internal Revenue Code of 1986 (26 U.S.C. Section 318), as in effect on the date here, except that (i) ten percent (10%) is substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) is disregarded. Where the Ownership interest is less than ten percent (10%), that interest is disregarded, and percentage interests is determined on the basis of the percentage of voting interest or value which the Ownership interest represents, whichever is greater.

“Party” and **“Parties”** refers to County and the Franchisee, individually and together.

“Performance Obligations” means Franchisee’s liabilities and obligations under this Agreement.

“Permits” means all federal, State, County, other local, and any other governmental unit permits, orders, licenses, approvals, authorizations, consents, and entitlements that are required under Applicable Law to be obtained or maintained by any Person with respect to Franchise Services.

“Person” includes any individual, firm, limited liability company, association, organization, partnership, industry, public or private corporation, trust, joint venture, the United States, the State, a County (excluding Mono County), a municipality, special purpose district, or any other entity whatsoever.

“Procurement Proceedings” means any memorandums, meetings, correspondence, telephone calls, field trips, draft documents, and the County Board sessions with respect to the planning, development, drafting negotiation and execution of this Agreement.

“Prompt,” “Promptly,” and variations thereof mean as soon as possible, but not less than two (2) days, unless otherwise specified.

“Quarter” means any of the 3-month periods identified in Exhibit 10.02a.

“Quarterly Reports” means reports described in Section 10.02(a).

“Records” are defined in Section 10.01(a).

“Recyclables” means materials that have been separated by the generator from the Solid Waste stream prior to disposal or which have been separated from the solid waste stream after disposal for the purpose of creating raw materials from which new products will be made or for the purpose of reusing them as a used or reconstituted product. Recyclables includes Yard Waste.

“Reasonable Business Efforts” means those efforts a reasonably prudent business Person would expend under the same or similar circumstances in the exercise of that Person’s business judgment,

intending in good faith to take steps calculated to satisfy the obligation which that Person has undertaken to satisfy.

“Refuse” means Solid Waste comprised of rubbish, trash, and garbage.

“Regularly-Scheduled Collection Day” means Regularly-Scheduled Residential Collection Day and Regularly-Scheduled Commercial Collection Day.

“Regularly-Scheduled Commercial Collection Day” is defined in Section 4.01(c)(2)(iv).

“Regularly-Scheduled Residential Collection Day” is defined in Section 4.01(c)(1)(iv).

“Residential” means any residential premises in Mono County such as single family, duplex, triplex, mobile home, multi-family, apartment, stock cooperative, and condominium residences in the unincorporated area of Mono County, excluding hotels, motels, and automobile courts, that subscribe to Residential Collection Service. Residential Collection Services are described in Section 4.01(c)(1).

“Residential Set-out Site” means the edge of the driveway in front of a Residential Premise or, if there is no accessible driveway, such other location as agreed to between the Residential Customer and Franchisee and specified in the Subscription Order.

“Roll-offs” means Containers designed for disposal of Solid Waste loaded onto and discharged from tilt-frame trucks or trailers at the Solid Waste generation site by winch or similar means. Such Containers are also commonly referred to as “debris boxes.”

“Service Asset Documents” are defined in Section 14.08(h).

“Service Assets” means all property of Franchisee used directly or indirectly in performing Franchise Services, including Vehicles, Containers, maintenance equipment and facilities, administrative equipment, and offices and related supplies.

“Service Day” means weekdays and Saturday, other than Holidays.

“Service Fee(s)” means those fees charged to Customers by Franchisee for Franchise Services.

“Set-out Site” means Residential Set-out Site and Commercial Set-out Site.

“Solid Waste” means solid waste defined in Chapter 12.02.020 of the Mono County Code that Franchisee is obligated to Collect pursuant to this Agreement, including Refuse, Bulky Waste, and C&D Waste.

“Solid Waste Handling Services” has the meaning defined in Section 12.02.020 of the Mono County Code.

“Subscription Orders” are described in Section 4.10.

“Suspect Categories” means race, color, religion, national origin, ancestry, age, physical handicap, medical condition, marital status, sex/gender, or sexual orientation.

“Term” is the period beginning on the Commencement Date and ending on the earlier of the expiration of the Agreement in accordance with Section 3.01 or termination of the Agreement in accordance with Article 14.

“Uncontrollable Circumstance(s)” means “uncontrollable circumstances” as defined in Section 12.10.023(E)(6) of the Mono County Code.

“Unpermitted Waste” is defined in Section 12.02.020 of the Mono County Code.

“Unpermitted Waste Screening Protocol” is prescribed in Section 5.06 and contained in Exhibit 5.06.

“Vehicles” means all trucks (including trucks providing Residential and Commercial Collection of Solid Waste, Bulky Waste, and litter pickup; and field supervisors’ and administrators’ vehicles), rolling stock and other vehicles used to provide Franchise Services (including Collection as well as repair and maintenance), whether owned or leased by Franchisee.

“Violate,” “Violates,” or “Violation” is defined in Section 12.10.023(E)(1)(c) of County Code.

“Yard Waste” is defined in Section 12.02.020 of County Code.

EXHIBIT 2.01: FRANCHISEE’S REPRESENTATIONS AND WARRANTIES

a. Status. Franchisee is a corporation duly organized, validly existing and in good standing under the laws of the State of California or the State of Nevada and is qualified to do business in the State of California.

b. Authority and Authorization. Franchisee has full legal right, power, and authority to execute and deliver this Agreement and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Franchisee and constitutes a legal, valid and binding obligation of the Franchisee enforceable against the Franchisee in accordance with its terms.

c. No conflicts. Neither the execution nor delivery by the Franchisee of this Agreement, the performance by the Franchisee of its Performance Obligations, nor the fulfillment by the Franchisee of the terms and conditions of this Agreement: (i) conflicts with, violates, or results in a breach of any Applicable Law; (ii) conflicts with, violates, or results in a breach of any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority, or any agreement or instrument to which the Franchisee or any of its Affiliates is a party or by which the Franchisee or any of its Affiliates’ properties or assets are bound, or constitutes a default thereunder.

d. No approvals required. No approval, authorization, license, permit, order, or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency, or instrumentality is required for the valid execution and delivery of this Agreement by the Franchisee, except as has been duly obtained from its Board of Directors or other governing body or Person.

e. No litigation. As of the Commencement Date, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality pending or, to the best of the Franchisee’s knowledge, threatened, against the Franchisee wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would materially adversely affect the performance by the Franchisee of its Performance Obligations or in connection with the transactions contemplated by this Agreement, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Franchisee in connection with the transactions contemplated by this Agreement.

f. Due Diligence. Franchisee has made an independent investigation, examination, and research satisfactory to it of the conditions and circumstances surrounding the Agreement and best and proper method of providing Franchise Services (including Franchise Service types) and labor, equipment, and materials for the volume of Franchise Services to be provided. Franchisee agrees that it will make no claim against County based on any estimates, statements, or interpretations made by any officer, employee, agent, or consultant of County in connection with the procurement of this Agreement that proves to be in any respect erroneous.

g. Compliance with Applicable Law. Franchisee has fully complied with all Applicable Law, including without limitation law relating to conflicts of interest, in the course of procuring this Agreement.

EXHIBIT 4.01a: SERVICE AREA

[SEE MAP OR LEGAL DESCRIPTION OF THE SERVICE AREA ATTACHED TO THIS EXHIBIT.]

**EXHIBIT 4.05e: CUSTOMER COMPLAINT AND BILLING DISPUTE RESOLUTION
PROTOCOL**

Franchisee's Customer complaint and billing dispute resolution protocol is attached to this Agreement.

EXHIBIT 5.02g: SERVICE ASSET INVENTORY

Attached to this Exhibit is an inventory of Service Assets, whether new or used, owned or leased by Franchisee, including:

- (1) maintenance yards and facilities; the Office and any other administrative and customer service offices (together with equipment therein),
- (2) Vehicles described by type (i.e., manufacture and model number for cab, chassis and body; and descriptive notation said as front end loader, compactor, etc.), number, DMV license number, the age of the chassis and body; type of body (open-top, closed etc.); type of fuel used; feed and practical or net capacity, including bins or compartments, as applicable; weight; the date of acquisition; the maintenance and rebuilt status; lease or installment purchase information; warranty information;
- (3) Containers described by volume, size, and specifications; and
- (4) computer hardware and software for billing, required record-keeping, inventory, and maintenance and repair records.

EXHIBIT 5.06: UNPERMITTED WASTE SCREENING PROTOCOL

Franchisee will screen all loads of Solid Waste for Unpermitted Waste by causing its drivers to observe, directly or through mirrors or other mechanism(s), the tipping of Containers into Vehicles at the point of Collection. Franchisee will employ direct visual inspection where necessary and appropriate. Franchisee will conduct on-going training of its drivers, mechanics, dispatchers, and other support personnel in Unpermitted Waste recognition and safety procedures, including notification of County as described below. Franchisee will carry in its Vehicles literature developed by County pertaining to the proper handling of Unpermitted Wastes. Such literature will be left by Franchisee with its Customers upon Customer request, upon identification of Unpermitted Waste, or upon request by County.

Franchisee will additionally comply with the following requirements in handling Unpermitted Waste that is Hazardous Waste:

- (1) Driver will immediately notify its dispatch center (“Dispatch”) and take immediate and appropriate action to contain and isolate said load;
- (2) Dispatch will immediately notify the Franchisee’s field supervisor;
- (3) Dispatch will immediately contact the Environmental Health Division of the Mono County Health Department, or if those offices are closed, County Emergency Communications Center;
- (4) Depending on the amount and identity of the Hazardous Waste involved, Franchisee will at its option either (i) segregate and containerize the Hazardous Waste in preparation for manifesting and transport or (ii) contact a permitted Hazardous Waste transport company to assist therein. Franchisee will ensure that an authorized official of Franchisee is available in person or by telephone at all times to authorize the expenditure of funds, if necessary, for Hazardous Waste cleanup. Franchisee will transport any Hazardous Waste it chooses to transport in accordance with Applicable Law, including but not limited to the following:
 - (i) the regulations of the Department of California Highway Patrol (Title 13, Code of California Regulations or “CCR”);
 - (ii) regulations of the federal Department of Transportation (DOT) (Title 49, Code of Federal Regulations);
 - (iii) regulations of the U.S. Environmental Protection Agency (Title 40, Code of Federal Regulations);
 - (iv) the regulations of the California Occupational Health and Safety Administration (Title 8, CCR); and

(v) the regulations of the California Department of Toxic Substances Control (Title 22, CCR).

- (5) No later than the next County Working Day following its occurrence, Franchisee will orally notify the Director of the incident and its status and/or ultimate disposition. Franchisee will provide a written incident report to the Director within fourteen (14) days. The report will include the following: (i) the date and time of the occurrence; (ii) name of driver; (iii) description of hazardous materials; (iv) origin of the hazardous material (if identifiable); (v) observations made and actions taken by Driver and/or Field Supervisor; (vi) the status and/or ultimate disposition of the material; and (vii) any additional relevant comments.

At least once per Contract Year, Franchisee will provide Notice to its Customers indicating the locations where Unpermitted Waste may be delivered for proper management and processing.

Franchisee will make available to County promptly upon request all Records, including plans and/or other documents maintained by Franchisee with respect to Unpermitted Waste in accordance with Applicable Law.

In lieu of compliance with the above Unpermitted Waste Screening Protocol, Franchisee may provide County with a copy of an Unpermitted Waste Screening Protocol it has developed containing procedures in accordance with applicable law for handling Unpermitted Waste that is hazardous waste that is no less stringent than the Protocol set forth in this Exhibit 5.06. Upon approval by the Director, Franchisee's Unpermitted Waste Screening Protocol shall replace the Protocol set forth herein.

EXHIBIT 7.01b: CAPACITY FEES

Capacity Fees shall be as follows:

For loads verified by a weight ticket from County's Walker Transfer Station, County's Bridgeport Transfer Station, or issued by a certified weighmaster from another California or Nevada state certified truck scale satisfactory to the Director, as required by Section 7.01b, Franchisee shall pay County the amount of County's solid waste tipping fee, as established and may be amended by resolution of the County Board of Supervisors.

As of the Commencement Date of this Agreement, the amount of County's solid waste tipping fee is \$74.00 per ton.

EXHIBIT 10.01a: RECORDS

Franchisee will collect, record, and maintain, at a minimum, the information specified in this Exhibit 10.01a, indicating the date and the day of the week of the event reported. Franchisee will provide the following information to County promptly upon written request by County.

1. Tonnage. Franchisee will collect, record, and maintain information regarding the tonnage of:
 - (a) Residential and Commercial Solid Waste;
 - (b) Recyclables;
 - (c) Bulky Waste; and
 - (d) C&D Wastecollected and delivered to the Designated Disposal Facility, including the following information:
 - (a) route numbers;
 - (b) truck numbers;
 - (c) Designated Disposal Facility's certified weight ticket number for each load;
 - (d) weight of each load (gross, tare, and net); and
 - (e) source-jurisdiction allocation or ratio.

2. Monetary Amounts. Franchisee will collect, record, and maintain information regarding the following:
 - (a) Service Fees – service fees charged to and collected from Customers.
 - (b) Subscription Orders – each Customer's Subscription Order and account service information (Section 4.10).
 - (c) Customer Billing Records – billing records required by Section 4.09, including Customers' special Service requests for on-call pickup of excess and Bulky Waste.
 - (d) Franchisee's Reimbursement Costs – Franchisee's Reimbursement Costs for emergency clean up.
 - (e) Fees payable to County.
 - (i) Financial records, books, accounts, and warranties corroborating the Franchise Fee owed to County in accordance with Section 13.02, including all documentation required by Section 13.02; and
 - (ii) financial records, books, and accounts corroborating any other County Payment Obligations.

3. Customer Service. Franchisee will collect, record, and maintain information regarding the following:

- (a) Complaint Records including logged complaints for alleged missed collections; failure to properly replace Containers (Section 4.01(c)(1)(iii) and Section (c)(2)(iii)), failure to clean up litter (Section 4.03(b)), discourtesy (Section 4.03(a)), damaged property, collecting outside permitted hours (Section 4.01(d)(1)), all including time, date, and manner of resolving complaint.
 - (b) Requests for Franchise Services, including record of Customers' telephonic, mailed, faxed or e-mailed requests to commence Franchise Services (Section 4.01(c)(1)(i) and Section (c)(2)(i)); discontinue Franchise Services (Section 4.01(c)(1)(ii) and Section (c)(2)(ii)); deliver, repair or replace, or pick up Containers (Section 4.01(e)); change size or number of Containers; or supply locks (Section 4.01(e)); and any failure to timely commence or provide any of those Services.
 - (c) Copies of Notices to Customers, including notice of Holiday or changed schedules enclosed in Customers' bills (Section 4.01(d)(2) and Section 4.06) and public education and community relations materials (Section 4.06).
4. Operations. Franchisee will collect, record, and maintain information regarding the following:
- (a) Routing Specifications (Section 5.01).
 - (b) Service Asset Inventory (Section 5.02(g)) and Service Asset Documentations (Exhibit 5.02g).
 - (c) Compliance with Applicable Law, including copies of all violations, tire invoices and specifications; Vehicle registration, certifications, reports and maintenance logs; drivers' licenses, training records (including Unpermitted Waste identification and handling), and drug and alcohol testing; records showing compliance with Federal Immigration and Control Act of 1986; and approvals, authorizations, and Permits.
 - (d) Records of Vehicle inspections, including Vehicles' fire extinguisher service records, and warranty and maintenance recommendations.
 - (e) Records of Criminal Activity (Article 12).
 - (f) Any documentation with respect to insolvency, bankruptcy or liquidation described in Mono County Code Section 12.10.023(E)(2)(f), including records with respect to Service Assets, such as any seizures, attachments or levies.
 - (g) Container maintenance (Section 4.01(e)).
5. Insurance and Other Performance Assurances. Insurance, performance bonds, letter of credit etc. (Article 11).

EXHIBIT 10.02a: QUARTERLY REPORTS

For the purposes of the Quarterly Reports, the term “quarters” is defined as follows: “First Quarter” consists of January, February, and March; “Second Quarter” consists of April, May, and June; “Third Quarter” consists of July, August, and September; and “Fourth Quarter” consists of October, November, and December. In the Quarterly Report, Franchisee will include, at a minimum, the following information:

- (a) Summary of Records. A summary of the Records for events (including Unpermitted Waste spills or other incidents, Customer complaints, Vehicle inspections, Criminal Activity, or other events) during the previous quarter and a copy of Franchisee’s complaint log, including missed pickups, Non-Collection Notices and a description of how each complaint was resolved.
- (b) Certifications. A certification that Franchisee has met its Performance Obligations including Delivery Obligations (Section 7.01) for the quarter or, alternatively, a description of those Performance Obligations and Delivery Obligations not met during the quarter.
- (c) Summary of Education Efforts. A summary of education efforts undertaken in that quarter and copies of all materials distributed to Customers during the Quarter, including community relations materials (Section 4.06(a)(1)) and promotional materials (Section 4.06(a)(3)).
- (d) Diversion Information. Any information necessary to meet the reporting requirements of the Act, including Solid Waste Collection and disposal tonnages, Recyclables collection and processing tonnages, and the origin thereof.
- (e) Operational Report. A discussion of Service or operational problems and resolution thereof or planned therefore, if requested by County.
- (f) Collection Fee Summaries: Fees invoiced and paid, including (i) service fees charged for each type of service; (ii) service fees collected from Customers; and (iii) Franchise Fees paid to County.

Quarterly Reports may be made on Form 10.02a which is attached to this Exhibit.

FORM 10.02a

MONO COUNTY FRANCHISEE QUARTERLY REPORT

Submitted by: _____ (Franchisee)

FOR THE YEAR OF 20__

- 1st Quarter (January, February, March) (due by April 15)
- 2nd Quarter (April, May, June) (due by July 15)
- 3rd Quarter (July, August, September) (due by October 15)
- 4th Quarter (October, November, December) (due by January 15)

1. Summary of Records	a. Unpermitted Waste Spills: b. Vehicle Inspections: c. Criminal Activity: d. Other Events: e. Complaint Log:	<input type="checkbox"/> None <input type="checkbox"/> See Attached <input type="checkbox"/> None <input type="checkbox"/> See Attached <input type="checkbox"/> None <input type="checkbox"/> See Attached <input type="checkbox"/> None <input type="checkbox"/> See Attached <input type="checkbox"/> None <input type="checkbox"/> See Attached
2. Certifications	I represent and warrant, under penalty of perjury, that D & S Waste Removal, Inc. (Franchisee) has met its Performance Obligations, including Delivery Obligations, for the Quarter noted above. OR, _____ Name _____ Title _____ Signature	During the Quarter noted above, D & S Waste Removal, Inc. (Franchisee) did <u>not</u> meet all of its Performance Obligations (including Delivery Obligations) and will pay to County liquidated damages for each failure as noted on the attached sheet. _____ Name _____ Title _____ Signature
3. Summary of Education Efforts	Such as inserts, mailers, magnets, flyers, etc.	<input type="checkbox"/> None <input type="checkbox"/> See Attached
4. Diversion Information	Information required by the Act, including Solid Waste Collection and disposal tonnages, Recyclables collection and processing tonnages, and origin, in accordance with Section 6.01.	<input type="checkbox"/> None <input type="checkbox"/> See Attached
5. Collection Fee Summaries (fees invoiced and paid)	a. Service fees charged for each type of service b. Service fees collected from Customers c. Franchise fees paid to County	<input type="checkbox"/> See Attached \$ _____ \$ _____

EXHIBIT 10.02b: ANNUAL REPORTS

In the Annual Report, Franchisee will include, at a minimum, a collated summary of the information contained in Quarterly Reports, including reconciliation of any adjustments from prior Quarterly Reports, and the following information and statements:

1. **Service Asset Inventory.** A complete inventory of Service Assets in accordance with Article 5.02g.
2. **Financial Status Statement.** A statement by Franchisee's Chief Executive Officer either: (i) that in the prior Contract Year there have been no material changes in Franchisee's financial status or condition; or (ii) describing any material changes in Franchisee's financial status or condition during that Contract Year.
3. **Pending litigation Statement.** A declaration describing the current status of any criminal or civil litigation pending against Franchisee, Franchisee's parent company, or any subsidiaries of the parent company, if any, which relates to Solid Waste handling, collection, recycling, or disposal, including any Criminal Activity defined in Section 12.01a.
4. **Subcontractors.** The names of all Subcontractors, the scope and amount of services or goods Subcontractors provide to Franchisee, and a description of Franchisee's relationships to each Subcontractor (including Ownership interests) (Section 16.09).

Annual Reports may be made on Form 10.02b which is attached to this Exhibit.

FORM 10.02b

MONO COUNTY FRANCHISEE ANNUAL REPORT FOR 20_____

Submitted by: _____ (Franchisee)

(Due by February 15)

<p>1. Total information contained in Quarterly Reports for the year</p>		<input type="checkbox"/> See Attached
<p>2. Service Asset Inventory</p>		<input type="checkbox"/> See Attached
<p>3. Financial Status Statement</p>	<p>I represent and warrant, under penalty of perjury, that in the prior Contract Year there have been no material changes in D & S Waste Removal, Inc.'s (Franchisee) financial status or condition.</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title (CEO or Principal)</p> <p>_____</p> <p>Signature</p>	<p>I represent and warrant, under penalty of perjury, that in the prior Contract Year, those changes to D & S Waste Removal, Inc.'s (Franchisee) financial status or condition listed on the attached sheet which is labeled "Material Changes to D & S Waste Removal, Inc.'s Financial Status or Condition" have occurred.</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title (CEO or Principal)</p> <p>_____</p> <p>Signature</p>
<p>4. Pending Litigation Statement</p>	<p>A declaration describing the current status of any criminal or civil litigation pending against Franchisee, Franchisee's parent company, or any subsidiaries of the parent company which relates to Solid Waste handling, including any Criminal Activity under Section 12.01(a).</p>	<input type="checkbox"/> None <input type="checkbox"/> See Attached
<p>5. Subcontractors</p>	<p>Names of all Subcontractors, the scope and amount of Franchise Services, other services, or goods Subcontractors provide to franchisee, and a description of Franchisee's relationships to each Subcontractor (including Ownership interests) (Section 16.09).</p>	<input type="checkbox"/> None <input type="checkbox"/> See Attached

EXHIBIT 11.01a: INSURANCE

1. Workers' Compensation and Employer's Liability. Franchisee will maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Franchisee will maintain Employer's Liability insurance in an amount not less than One Million dollars (\$1,000,000.00) per accident or disease.

The Workers' Compensation policy will contain endorsements in substantially the following form:

- (a) "30 days prior written notice will be given to County in the event of cancellation of this policy. Such notice will be sent to:

Mono County Risk Management
Post Office Box 696
Bridgeport, California 93517"
- b. "Insurer waives all right of subrogation against County and its officers and employees for losses arising from work performed for County."

2. General Liability and Automobile Liability. Franchisee will maintain comprehensive Commercial General Liability insurance with a combined single limit of not less than Two Million dollars (\$2,000,000.00) per claim or occurrence and Four Million dollars (\$4,000,000.00) aggregate covering all claims and all legal liability for Personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of Franchisee's performance of, or its failure to perform services under this Agreement.

Franchisee will also maintain Automobile Liability Insurance for each of Franchisee's vehicles used in the performance of this Agreement, including owned, non-owned, leased or hired vehicles, in the minimum amount of One Million dollars (\$1,000,000.00) combined single limit per accident.

The Commercial General Liability and Automobile Liability insurance required by this section will be written on an "occurrence" (or in the case of Automobile Liability, on an "accident" basis), rather than a "claims made" basis, if such coverage is readily obtainable for a commercially reasonable premium. If it is not so obtainable, Franchisee must arrange for an extended reporting period ("tail coverage") to protect County from claims filed within one year after the expiration or termination of this Agreement relating to incidents that occurred prior to such expiration or termination. The policy may not contain a deductible or self-insured retention of more than ten thousand dollars (\$10,000.00) per occurrence without prior written approval of County. The existence of a self-insured retention or deductible will not affect Franchisee's duty to defend and indemnify County under this Agreement as to Claims below the self-insured retention or deductible level.

The Commercial General Liability policy will contain endorsements in substantially the following form:

- a. “30 days prior written notice will be given to County in the event of cancellation of this policy. Such notice will be sent to:

Mono County Risk Management
Post Office Box 696
Bridgeport, California 93517”

- b. “The County, its officers, employees, and agents are additional insureds on this policy.”
- c. “This policy will be considered primary insurance as respects any other valid and collectible insurance maintained by County, including any self-insured retention or program of self-insurance, and any other such insurance will be considered excess insurance only.”
- d. “Inclusion of County as an insured will not affect County’s rights as respects any claim, demand, suit or judgment brought or recovered against Franchisee. This policy will protect Franchisee and County in the same manner as though a separate policy had been issued to each, but this will not operate to increase the insurer’s liability as set forth in the policy beyond the amount shown or to which the insurer would have been liable if only one party had been named as an insured.”

3. Pollution Liability. Franchisee will purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount of One Million dollars (\$1,000,000.00) covering liability arising from the sudden and accidental release of pollution in the performance of Franchise Services.

4. Physical Damage. Franchisee will maintain comprehensive (fire, theft and collision) Physical Damage insurance covering the vehicles and the machinery and equipment that is owned by Franchisee and used in providing service to County under this Agreement, with a deductible or self-insured retention of not greater than Fifty Thousand dollars (\$50,000.00). The Physical Damage policy will contain the following endorsements:

- (a) Notice of cancellation, as provided in Exhibit 11.01a(2)(a); and
- (b) Cross liability endorsement, as provided in Exhibit 11.01a(2)(d).

EXHIBIT 12.01e(2): FRANCHISEE OR ANY OF ITS CONTRACT MANAGERS

Franchisee Representative identifies the following individuals by name of corporate position as individuals meeting the definition of “Franchisee or any of its Contract Managers.” Upon change in individuals, Franchisee Representative will amend this Exhibit in its next Quarterly Report.

If the Franchisee amends the identification, then the Parties will respectively substitute this amended Exhibit. The dated signature of each Party Representative on such amended form will be deemed evidence that Notice was given in accordance with Section 18.01 and that the new attachment supersedes the prior attachment.

By: _____
Franchisee Representative

Date: _____

EXHIBIT 13.01a: SERVICE FEE FLOORS

Franchisee will not charge Customers Service Fees that are less than those identified below:

RESIDENTIAL RATES ¹		COMMERCIAL RATES ¹							
CANS, CARTS, VOLUME		BINS			DEBRIS BOXES		COMPACTOR		
Size ²	“A” ³	Size ²	“A” ³	“B” ³	Size ²	“B” ³	Size ²	“B” ³	
1 35-gal. Cart	\$18.38	1 cy	\$120.23	\$27.83	10 cy	\$421.05	10 cy	\$386.93	
2 35-gal. Carts	\$24.15	2 cy	\$165.38	\$38.33	20 cy	\$705.08	20 cy	\$772.28	
1 64-gal Cart	\$27.83	3 cy	\$213.15	\$48.83	30 cy	\$962.85	30 cy	\$1,160.25	
2 64-gal Carts	\$38.33	4 cy	\$248.33	\$57.23	40 cy	\$1,342.43	40 cy	\$1,540.35	
1 95-gal. Cart	\$36.75	6 cy	\$322.28	\$74.03					
2 95-gal. Carts	\$50.93								
1 cubic yard (cy) ⁴	\$29.93								
1 Bear Cart	\$43.05								

Notes:

1. Rates may be adjusted annually in accordance with the formula set forth in Section 13.01(c)(1).
2. Sizes are nominal values, not precise volumes. Fees for nominal container volumes that fall in between or higher than those listed will be determined by linear interpolation or extrapolation, respectively, and rounded to the nearest three significant figures.
3. Service fee categories identified above are as follows: “A” = cost per month; “B” = cost per dump.
4. Or approximately equivalent to 6 35-gallon cans/carts.

EXHIBIT 14.01: COMPENSATORY AND LIQUIDATED DAMAGES

References in the chart below to “per breach per day” refer to the first occurrence and continuation on successive days. For example, failure to correct a missed pickup would result in liquidated damages on the day of the scheduled pickup and each following day until corrected.

1. Compensatory Damages. If County in its sole discretion chooses not to exercise its right to terminate this Agreement in accordance with Section 14.02 in the event Franchisee fails to deliver Solid Waste to the Designated Disposal Facility in accordance with Section 7.01, then the Franchisee will pay County:

- (a) County Reimbursement Costs to provide necessary persons for monitoring of Franchisee’s compliance with said delivery requirements, including following Franchisee’s vehicles on Service routes; and
- (b) The County’s Reimbursement Cost of enforcing or securing specific performance of Franchisee’s delivery obligation; and
- (c) For each ton of Solid Waste collected by Franchisee that Franchisee delivers to a facility or site other than the Designated Disposal Facility (“Undelivered Tons”), as demonstrated by weigh bills at said other facility or site, reports by any monitoring party, or such other evidence as may be deemed satisfactory by County, the Capacity Fee set forth in Exhibit 7.01b. County may estimate the number of Undelivered Tons based on prior disposal records, Customer lists, or other means.

2. Liquidated Damages. The following is a schedule of liquidated damages for additional breaches.

DESCRIPTION OF BREACH	DAMAGES
Failure to correct a missed pick-up [Section 4.01(c)(1)(iv) and Section 4.01(c)(2)(iv)].	Up to \$100 per failure per day.
Failure to return emptied container to its proper location [Section 4.01(c)(1)(iii)].	Up to \$100 per failure per day.
Failure to provide Residential Customers with written notice of the availability of cart or can service [Section 4.01(c)(1)(iii)].	Up to \$100 per failure per day.
Failure to commence or discontinue Franchise Services [Section 4.01(c)(1)(i) and Section 4.01(c)(2)(i)]; or to deliver, repair or replace, or pick up Containers [Section 4.01(c)(1)(iii) and Section 4.01(c)(2)(iii)]; change size or number of Containers [Section 4.01(e)]; supply locks [Section 4.01(e)], or clean, paint, and maintain Containers [Section 4.01(e)].	Up to \$100 per failure per day.
Failure to comply with authorized collection hours [Section 4.01(d)].	Up to \$100 per failure per day.
Failure to provide any Customer with timely notice of change in Collection schedule [Section 4.01(d)].	Up to \$100 per failure.

DESCRIPTION OF BREACH	DAMAGES
Discourteous behavior by Franchisee's employees reported by or complained of by customers to Franchisee or County [Section 4.03(a)].	Up to \$100 per incident.
Failure to compensate, repair or replace damaged pavements, utilities and/or customer property caused by Franchisee or its personnel [Section 4.03(d)].	Up to \$250 per failure.
Failure to clean up spillage or litter caused by Franchisee [Section 4.03(b) and (c)]. Failure to properly cover materials in Collection Vehicles [Section 4.03(c)] or to maintain or identify Vehicles [Section 5.02].	Up to \$100 per failure per location.
Failure to maintain a toll-free telephone number or required office hours [Section 4.05(a)].	Up to \$100 per failure per day.
Failure to timely respond and resolve each complaint in accordance with the complaint resolution protocol [Section 4.05(e)].	Up to \$250 per failure.
Failure to record a complaint [Section 4.05(d) and Section 10.01]. Failure to provide County access to records of complaints or to provide copies of complaint logs in Quarterly Reports [Section 4.05(d) and Section 10.02].	Up to \$250 per failure.
Failure to timely submit general Customer correspondence and promotional materials, news releases, public education or community relations materials to County for County review [Section 4.06].	Up to \$100 per occurrence and additionally up to \$100 per day for each day prior to retraction or correction of misinformation.
Failure to provide Customers with a written Subscription Order [Section 4.10].	Up to \$100 per failure per day.
Failure to meet with County [Section 5.07]. Failure to return County phone calls, e-mails, or other correspondence from County [Section 8.07].	Up to \$100 per failure per day.
Failure to maintain or timely submit complete Reports and/or documents to County (such as Quarterly and Annual Reports [Section 10.02], Financial Reports [Section 10.03], Route Maps and Route Changes [Section 5.01(a) and (b)], Service Asset Inventory [Section 5.02(g)], Contingency Plan [Section 5.05], Hazardous Waste Screening Protocol [Section 5.06], or Insurance certificates or policies [Article 11].)	Up to \$100 per failure or per day that a Report or document is late.
Failure to perform any other Performance Obligation set forth in this Agreement.	Up to \$100 per failure per day.

EXHIBIT 16.09: COUNTY-APPROVED SUBCONTRACTORS



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

Departments: Social Services

TIME REQUIRED

SUBJECT In-Home Supportive Services (IHSS)
Public Authority/Non-Profit
Consortium (PA/NPC) Rate Change
Request

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Request a Public Authority/Non-Profit Consortium (PA/NPC) Rate Change for 2018-19 from the State of California. Board of Supervisors approval is required when the Rate Change Request provides for a change in administrative costs. The PA/NPC hourly administrative cost is increasing to \$1.71 from \$1.48, requiring Board approval.

RECOMMENDED ACTION:

Approve the proposed In-Home Supportive Services (IHSS) Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request and associated change in administrative costs.

FISCAL IMPACT:

There is no new cost to the Mono County General Fund. The total IHSS PA/NPC contract amount has not changed.

CONTACT NAME: Kathy Peterson

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

SEND COPIES TO:

Cathy Young, 1780

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[staff report](#)

[back up](#)

History

Time	Who	Approval
12/13/2018 4:54 PM	County Administrative Office	Yes
12/4/2018 2:34 PM	County Counsel	Yes
12/13/2018 1:13 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH
Director

BRIDGEPORT OFFICE
(760) 932-5600
FAX (760) 932-5287

MAMMOTH LAKES OFFICE
(760) 924-1770
FAX (760) 924-5431



To: Mono County Board of Supervisors
From: Kathy Peterson, Social Services Director
Date: December 1, 2018
Re: IHSS PA/NPC Rate Change Request

Recommended Action:

Approve the proposed In-Home Supportive Services (IHSS) Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request and associated change in administrative costs.

Fiscal Impact:

There is no new cost to the Mono County General Fund.

Discussion:

Due to a decrease in projected annual IHSS Provider hours, Mono County must request a Public Authority/Non-Profit Consortium (PA/NPC) Rate Change for fiscal year 2018-19 from the State of California.

The fiscal year 2017-18 Requested PA/NPC Hourly Rate has increased to \$14.12, from \$13.84. This is due to a decrease in estimated annual IHSS provider hours. The original 2018-19 PA/NPC Rate was based upon projected annual IHSS provider hours of 54,450. This request for a revised Rate Change is based upon revised projected annual IHSS provider hours of 47,200. The annual projected provider hours used to establish the previous PA/NPC Hourly Rate was overestimated, thus resulting in a lower PA/NPC Hourly Rate for 2018-19.

The total PA/NPC contract amount has not changed.

Board of Supervisor approval is required by the State of California when the PA/NPC Rate Change Request provides for a change in administrative costs. The PA/NPC Hourly Administrative Cost is increasing to \$1.71 from \$1.48, and therefore requires your Board's approval.

Background:

IHSS is a state-mandated county-operated program that helps low-income older adults and people of all ages with disabilities remain living safely and independently in their own home. Recipients receive an annual home visit and assessment from a Social Worker within the Social Services Department to determine the tasks and associated time needed for them to live safely and independently. The total projected recipient hours for this fiscal year is 47,200.

Community Service Solutions (CCS), with an office in Walker, serves as the Mono County IHSS Non-Profit Consortium. CCS acts as the employer of record for IHSS providers for the purposes of negotiating wages and benefits. IHSS providers are not employees of CCS; the providers are employed by the recipients they serve, who have responsibility to find and hire providers, and set their hours and duties. CCS provides a registry of screened applicants to IHSS recipients looking to hire providers, and handles the State-mandated enrollment for new IHSS providers, including criminal background checks.



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH
Director

BRIDGEPORT OFFICE
(760) 932-5600
FAX (760) 932-5287

MAMMOTH LAKES OFFICE
(760) 924-1770
FAX (760) 924-5431



November 19, 2018

California Department of Social Services
Public Authority Unit 744 P Street, MS 9-9-04
Sacramento, CA 95814

Subject: Approval of a PA/NPC Rate Change Request.

Mono County is requesting a Public Authority/Non-Profit Consortium (PA/NPC) Rate Change effective February 1, 2019, to reflect a decrease in projected annual IHSS provider hours for 2018-19. The original 2018-19 PA/NPC Rate was based upon projected annual IHSS provider hours of 54,450. This request for a revised Rate Change is based upon revised projected annual IHSS provider hours of 47,200.

The 2018-19 PA/NPC Hourly Rate will increase to \$14.12 from \$13.84. The PA/NPC Hourly Administrative Cost is increasing to \$1.71 from \$1.48. The county Board of Supervisors approval will be required for this 2019 PA/NPC Rate Change.

Attached is our copy of the SOC 449, PA/NPC Rate Worksheet, line item PA/NPC budget worksheet, and budget narrative. An MOU is not included with this packet, as negotiations are ongoing. Please notify us on the approval of this rate change.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Peterson".

Kathryn Peterson, MPH
Director, Mono County Department of Social Services
PO Box 2969, 452 Old Mammoth Rd
Mammoth Lakes, CA 93546
Ph 760/924-1770 or 1763

**IN-HOME SUPPORTIVE SERVICES PROGRAM
PUBLIC AUTHORITY/NON-PROFIT
CONSORTIUM RATE**

To: California Department of Social Services
Adult Programs Division
Financial Management Unit
744 P Street, MS 9-11-91
Sacramento, CA 95814

COUNTY: MONO	2/1/2019
PA NAME: COMMUNITY SERVICE SOLUTIONS	
CONTACT NAME: AMANDA HOOVER	
TELEPHONE: 530-495-2700	FAX:
ADDRESS: 26 HFU CIRCLE #1, COLEVILLE, CA 96107	
EMAIL ADDRESS: MONOIHSSREGISTRY@GMAIL.COM	

Please address questions regarding this form to the Financial Management Unit, at (916) 653-1908.

Please complete the Rate Table below and attach supporting documentation explaining how each component of the rate was determined. The total Public Authority (PA) and Non-profit Consortium (NPC) rate should include a rate for services (wage and benefits), payroll taxes, and a rate for administrative costs. The total rate for wages and benefits should be broken down to include an hourly wage, payroll taxes, health and non-health benefits. The State is legally authorized to share only in the costs of individual health benefits and some specific non-health benefits for IHSS providers, however, other benefits costs may be eligible for Title XIX reimbursement.

- The current State Participation cap for combined wages and health benefits for all IHSS providers in the State is \$12.10 per hour. When minimum wage increases to \$12.00 per hour (January 1, 2019), pursuant to Labor Code section 1182.12 (b) (1) (C) and beyond in subsequent years, the cap will be adjusted to equal the State minimum wage plus \$1.10 per hour.
- The State will not participate in increases to wages or employment taxes, or increases or expansions of benefits negotiated or agreed to by a PA or NPC unless provided for in the Annual Budget Act or appropriated by statute.
- No increase in wages or benefits negotiated or agreed to by a PA or NPC shall take effect until it has been approved by the State (CDSS/CDHCS) or unless provided for in the Annual Budget Act or appropriated by statute.

RATE TABLE

Hourly Wage (locally negotiated) 1
 Hourly Wage (non-locally negotiated) 2
 Hourly Wage (by ordinance) 3
 Wage Supplement (one-time MOE adj) 4
 Wage Supplement (continued--no MOE adj.) 5
Wage Total (sum of lines 1-5)
 Health Benefits (locally negotiated) 6
 Health Benefits (non-locally negotiated) 7
Health Benefits Total (sum of lines 6-7)
 Non-Health Benefits _____ (type) 9
 Payroll Taxes (FUTA,SUI,FICA) 10
 Administrative Rate 11
PA/NPC Rate Total
 (sum of wages, health benefits, non-health benefits, taxes, admin)

	Current Rate	Requested Rate	Difference
1	\$0.00	\$0.00	\$0.00
2	\$12.00	\$12.00	\$0.00
3	\$0.00	\$0.00	\$0.00
4	\$0.00	\$0.00	\$0.00
5	\$0.00	\$0.00	\$0.00
	\$12.00	\$12.00	\$0.00
6	\$0.00	\$0.00	\$0.00
7	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
9	\$0.00	\$0.00	\$0.00
10	\$0.36	\$0.41	\$0.05
11	\$1.48	\$1.71	\$0.23
	\$13.84	\$14.12	\$0.28

The State shall participate (65 percent of the non-federal share) in a cumulative total up to 10 percent of the sum of the combined total of wages or health benefits or both over a three-year period. **Check the box and sign and date on the line below if you are choosing to utilize the 10% increase over the three-year period option.**

Authorizing Officer Signature _____ Date: _____

Mono County: IHSS PA Rate Worksheet

Projected yearly hours

47,200

#	ITEM	BUDGET	SERVICES	ADMIN	Portion of RATE
Provider Costs					
1	IP Wages = proj yearly hours @ \$12.00 per hr	\$ 566,400	\$ 566,400		12.00
2	IP Employer Taxes @ 3.4%	\$ 19,258	\$ 19,258		0.408
3	Health Benefits @ .00/hr	\$ -	\$ -		0.00
	Total Provider Costs	\$ 585,658	\$ 585,658		12.41
Public Authority Administrative costs					
	Salaries & Benefits	\$ 65,765			
	PA Operating Expenses	\$ 14,959			
	Total Public Authority Administrative costs	\$ 80,724		\$ 80,724	1.71
	TOTAL	\$ 666,382	\$ 585,658	\$ 80,724	\$ 14.12
Total hourly rate: The hourly rate is computed by adding total services costs and total administrative costs and dividing by the number of IHSS hours.					
		Services Cost	Adm Costs	Total Hours	Total PA Hourly Rate
	PA Rate	\$ 585,658	+ \$80,724	/ \$ 47,200	= \$ 14.12
	Services Rate = Services Cost Divided by Total Hours	\$ 585,658		/ \$ 47,200	= \$ 12.41
	Admin Rate = Admin Cost Divided by Total Hours		\$80,724	/ \$ 47,200	= \$ 1.71

ITEM	BUDGET	SERVICES	ADMIN	RATE
Individual Providers				
1 Individual Providers	\$ 566,400	\$ 566,400		\$ 12.00 Hours are FY18 projected base from Q1 utilization
Hours	47,200			
Rate \$	12.00			
2 IP Employer Taxes	\$ 19,258	19,258		0.41 3.4% based on avg. from hours paid and expenditure report
Rate	3.40%			
NPC Salaries and Benefits				
3 Administrative Salaries				
Executive Director	37910		37910	0.80 Based on payroll report
Registry Coordinator	21600		21600	0.46 Based on payroll report
Total Salaries	59510		59510	1.26
4 Administrative Benefits				
Director's Health Insurance	6255		6255	0.13
Total Admin Benefits	6255		6255	0.13
Operating Expenses				
5 Office Rent	1135		1135	0.02
6 Office Utilities	376		376	0.01
7 Office Telephone	724		724	0.02
8 Transportation and Travel				
Vehicle maintenance & fuel	4173		4173	0.09
Lodging & Meals	1680		1680	0.04
9 Office Supplies	1245		1245	0.03
10 Legal Services	1376		1376	0.03
11 Insurances	4250		4250	0.09
Total Operating Expenses	14959		14959	0.32
TOTALS	\$ 666,381.60	\$ 585,657.60	\$ 80,724.00	\$ 14.12

Mono County PA Rate Change Package

Budget Narrative

The PA/NPC Hourly Rate and Hourly Administrative costs were derived using estimated costs for the Mono County PA provider wages and actual costs of the Mono County PA Contract. The Hourly Services Cost, Hourly Wage, and Hourly Benefits were calculated based upon the current provider wage rate and average payroll tax rate from the CMIPS II Paid Case Summary Report and Active Caseload Report. Mono County does not offer health and/or other benefits. Figures do not include overtime wages.

The 2019 Requested PA/NPC Hourly Rate has increased to \$14.12, from \$13.84. This is due to a correction to estimated annual provider hours. The projected annual provider hours for 2018-19 have been reduced from 54,450 hours to 47,200 hours, based upon 2018-19 Quarter 1 figures. The new estimate is expected to more accurately reflect the IHSS caseload in Mono County.

The average estimated payroll tax rate for 2018-19 is 3.4 percent, an increase of 0.01 percent from 2017-18. This will result in a five-cent increase in the PA/NPC Hourly Services Cost, to \$0.41 from \$0.36. The PA/NPC contract amount has remained the same from 2017-18. Due to the reduction in projected annual IHSS provider hours, the 2019 PA/NPC Hourly Administrative Cost will increase to \$1.71 from \$1.48.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

Departments: Community Development

TIME REQUIRED

SUBJECT Revised Sage Grouse Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Revision to the sage-grouse commitment letter approved by the Board of Supervisors on November 13, 2018.

RECOMMENDED ACTION:

Approve, with any desired modifications, the attached letter from Mono County (Attachment 1) to the US. Fish and Wildlife Service affirming commitment to the implementation of the Bi-State Action Plan and authorize the Board Chair to sign.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 7609241814 / wsugimura@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
Attachment A: Corrected Commitment Letter

History

Time	Who	Approval
12/13/2018 5:01 PM	County Administrative Office	Yes
12/13/2018 5:01 PM	County Counsel	Yes

Mono County Community Development Department

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

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

Date: December 18, 2018

To: Mono County Board of Supervisors

From: Wendy Sugimura, Director

RE: Correction to Bi-State Sage-Grouse Conservation Commitment Letter

RECOMMENDED ACTION

Approve, with any desired modifications, the attached corrected letter from Mono County (Attachment 1) to the US Fish and Wildlife Service affirming commitment to the implementation of the Bi-State Action Plan and authorize the Board Chair to sign. Provide any desired direction to staff.

FISCAL IMPACT: None at this time.

DISCUSSION

At the November 13, 2018 meeting, the Board of Supervisors approved a letter committing to the implementation of the Bi-State Action Plan and sage-grouse conservation in preparation for the US Fish and Wildlife Service's re-evaluation of the bird under the Endangered Species Act. Unfortunately, a typographical error was discovered where one sentence that was part of the letter template was not edited appropriately. The attached letter includes the following correction:

Future commitment

Please see the attached revised Mono County Bi-State Sage-Grouse Conservation Commitments (Attachment 2), which outlines how the agency plans to complete its share of Bi-State Action Plan conservation projects. We remain firmly committed to directing the estimated \$5.08 million required to implement this work and completing it over the next 5-6 years.

In addition, the following line was added to the end of the first paragraph to provide clarity: "Please note this letter is a corrected version of, and replaces, the commitment letter sent by Mono County in November 2018."

Lastly, the letter provides for copies to be transmitted via email.

Please contact Wendy Sugimura, 760.924.1814 or wsugimura@mono.ca.gov, with any questions.

ATTACHMENTS

1. 2018 Mono County Letter of Commitment to Bi-State Sage-Grouse conservation



Jennifer Halferty ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5533 • FAX (760) 932-5531

Shannon Kendall, Clerk of the Board

December 18, 2018

Director
U.S. Fish & Wildlife Service
MAIN INTERIOR
1849 C STREET NW, ROOM 3331
WASHINGTON, DISTRICT OF COLUMBIA 20240-0001

Subject: Continuing Commitment and Assurance to Implement Conservation Actions for the Bi-State Distinct Population Segment of the Greater Sage Grouse

Dear Director:

The purpose of this letter is to reaffirm Mono County's commitment to aggressively implement conservation actions in support of maintaining and improving habitat and species viability for the Bi-State Distinct Population Segment of the Greater Sage Grouse. As previously stated in the attached June 9, 2014 letter to the Service (Attachment 1), Mono County continues to be highly engaged in the Bi-State Local Area Working Group (LAWG), Technical Advisory Committee (TAC) and Executive Oversight Committee (EOC) and remains firmly committed to completing its share of the Bi-State Action Plan. Please note this letter is a corrected version of, and replaces, the commitment letter sent by Mono County in November 2018.

Accomplishments since 2014

Since our 2014 commitment letter, Mono County has directed approximately \$1.7 million to sage-grouse conservation work, including setting aside funding to relocate and remove the existing landfill in the South Mono Population Management Unit (PMU) by 2023, updating the 2015 Mono County General Plan to include required mitigation measures for discretionary projects that may impact sage-grouse populations or habitat, review of other plans with sage-grouse conservation measures (e.g., Humboldt-Toiyabe National Forest Plan update, Inyo National Forest Plan update), developing a website to provide outreach and information dissemination, updating the Community Wildfire Protection Plan (CWPP) to include best practices to reduce the threat of wildfire to sage-grouse habitat, filing as intervenors on behalf of the U.S. Fish and Wildlife Service to defend the decision to withdraw the listing, reviewing ministerial permits (e.g., building permits) and working with applicants to minimize potential impacts, initiating legal action against the Los Angeles Department of Water and Power (LADWP) for dewatering a portion of the South Mono PMU prior to complying with the California Environmental Quality Act, and responding to LADWP's Notice of Preparation

of and Environmental Impact Report (EIR) on the proposed dewatering project (known as the Ranch Lease Renewal Project). Mono County has also helped convene other interested parties such as environmental organizations to collaborate on the LADWP dewatering issue.

In addition, Mono County has partnered with the Bureau of Land Management (BLM) Bishop Field Office on nearly \$225,000 of services and projects (funded by the BLM), including habitat conservation projects to restore/protect wet meadows in Long Valley and Bodie Hills, assistance coordinating and attendance at meetings (Local Area Working Group, Technical Advisory Committee, and Executive Oversight Committee), assistance with annual lek counting, editing annual reports, and engaging in conservation and management issues on lands owned by the Los Angeles Department of Water and Power (LADWP).

Future commitment

Please see the attached revised Mono County Bi-State Sage-Grouse Conservation Commitments (Attachment 2), which outlines how the agency plans to complete its share of Bi-State Action Plan conservation projects. We remain firmly committed to directing the estimated \$5.08 million required to implement this work and completing it over the next 5-6 years.

Additional info/Closing comments

The Executive Oversight Committee (EOC) for the Bi-State LAWG has submitted a summary of its conservation accomplishments to date under separate cover to your agency. We hope you will consider our significant accomplishments to date along with this commitment from Mono County as you evaluate development of either a final rule to list the species, or a finding that listing is no longer warranted. With this letter we wish to clearly indicate our commitment to conservation of the species and its habitats.

We will continue to maintain close relationships with your staff and our partners to prioritize funding where biological benefits are maximized. If you have any questions, please don't hesitate to contact Wendy Sugimura, Community Development Director, at (760) 924-1814 or wsugimura@mono.ca.gov.

Sincerely,

Bob Gardner
Chair

Attachments:

1. Commitment Letter dated June 9, 2014
2. Updated Mono County Bi-State Sage-Grouse Conservation Commitments (2018)

CC via email or postal mail:

U.S. Fish and Wildlife Service, Reno Office
Congressman Paul Cook
Senator Dianne Feinstein
Senator Barbara Boxer
State of California, Governor Brown
Office State of Nevada, Governor Sisolak
Forest USFS, Humboldt-Toiyabe National Forest

BLM, Bishop Field
Town of Mammoth Lakes
Rural County Representatives of California (RCRC)
County of Alpine
California State Association of Counties (CSAC)
USFS, Inyo National
County of Inyo

Mono County Community Development Department

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

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

June 9, 2014

Mr. Edward D. Koch
State Supervisor
U.S. Fish and Wildlife Service
Nevada Fish and Wildlife Office
1340 Financial Boulevard, Suite 234
Reno, NV 89502

RE: US Fish & Wildlife Service Public Hearing on the Bi-State Distinct Population Segment (DPS) of Greater Sage-Grouse Proposals

Dear Mr. Koch:

The purpose of this letter is to provide supplemental information regarding Mono County's Bi-State Action Plan efforts, and highlight relevant new information as a companion to the Mono County Board of Supervisor's comments presented by Chairman Johnston at the U.S. Fish and Wildlife Service's public hearings in May, 2014. Mono County continues to actively participate in the Local Area Working Group (LAWG) and multi-agency efforts to refine and implement the 2012 Bi-State Action Plan (Plan), and conserve Bi-State DPS populations and habitat. Collectively, these efforts meet the U.S. Fish and Wildlife Service's policy for the evaluation of conservation efforts (PECE) by assuring implementation and demonstrating effectiveness, and therefore a listing of the Bi-State DPS is not necessary. **This letter summarizes our completed and proposed work, and commits \$5.9 million in implementation funding (Attachment 1).**

Mono County's completed and/or ongoing work includes the following:

Actions MER2-7 through MER2-11: Secure conservation easement or agreement with willing landowners in various Mono County locations.

- Mono County convenes a meeting of agencies to discuss landownership adjustment projects on a quarterly basis, and hosted a meeting specific to Bi-State DPS projects on May 5, 2014. This group will continue to meet regularly and coordinate opportunities, funding, and interested landowners.
- Through day-to-day interactions with landowners via phone, webpage, and at permit counters in Bridgeport and Mammoth the County disseminates informational material, offers suggestions/guidance, and occasionally makes contact with willing landowners.
- Ongoing costs of \$5,000 annually is fully funded.

Action MER3-12: Provide educational opportunities to landowners about the importance of sage-grouse habitat and the need to reduce predation caused by pets in areas where sage-grouse occur.

- Mono County has and will continue to assist with LAWG educational events.
- Discretionary permits in sage-grouse areas include conditions for restraining pets.
- The County maintains an Animal Control office that provides educational outreach services to pet owners and enforcement of County leash laws in sage grouse habitat areas.
- Ongoing costs of \$5,000 annually is fully funded.

Actions RAM5-1A and B: Develop and implement a standardized spatial and tabular database to collect and store all greater sage-grouse conservation related project work occurring in the Bi-State area.

- Mono County worked with the Bureau of Land Management (BLM) Bishop Field Office to initiate database development, and will continue to assist as requested.

Action MSI2-1: Conduct workshops to provide information about programs available to assist ranchers and other private landowners that may be interested in the implementation of sage-grouse conservation projects and to explore opportunities for cooperative conservation of sage-grouse in the Bi-State area.

- Mono County coordinated and hosted a public LAWG workshop on the Natural Resource Conservation Service's (NRCS's) Working Lands for Wildlife Program, and the proposed 4(d) Rule and critical habitat on May 27, 2014.
- Mono County is outreaching on Bi-State DPS issues to private property owners and agricultural operators through the Resource Conservation District, Inyo-Mono Agricultural Commissioner's office, Regional Planning Advisory Committees, and local land trust.
- Ongoing costs of \$5,000 annually is fully funded.

Mono County's projects in progress or anticipated for the future include the following:

Action IRM2-1: Coordinate with Mono County to develop and incorporate sage-grouse conservation guidance into applicable plans and programs.

- A multi-agency meeting to discuss mitigation strategies and measures was held on April 24, 2014.
- An update of General Plan policies specific to the Bi-State DPS conservation will be reviewed with RPACs, Planning Commission, county departments and interested agencies and landowners in late 2014, and adoption is anticipated by late 2015.
- These projects are fully funded at \$50,000.

Action MER3-2: Identify and prove an alternate location for the Mono County landfill and work towards removing the existing landfill out of the Long Valley portion of the South Mono PMU.

- A closure plan and funding program for 2023 is under development and will include raven mitigation measures. Various options for site relocation and operation reconfiguration have been identified.
- Non-lethal raven deterrents are being employed with measures to reduce attractants/subsidies.
- \$2+ million in closure costs is currently funded, and approximately \$6 million is expected to be funded by 2023. Additional costs for the closure / raven mitigation plan are anticipated at about \$5,000/yr.

Action MER3-11: Install "grouse crossing" signs at strategic locations along the Owens River Road in the Long Valley portion of the South Mono PMU where birds are known to roost and road kills have been documented.

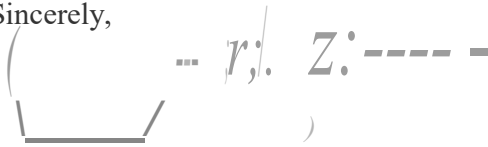
- Mono County will assist with the placement and installation of signs in Mono County's right-of-way.
- Up to \$5,000 is fully funded by Mono County/BLM Bishop.

In addition, Mono County has been advocating with Congressional Representatives and other government officials for up to \$38 million in new federal appropriations to implement the Plan (see Attachments 2 and 3). Congressman Paul Cook, in particular, has been very helpful, submitting Mono County's request to the federal budget process. Congressmen Mark Amodei and Mike Simpson; Senators Dianne Feinstein, Barbara Boxer, Harry Reid and Dean Heller; and Governors Jerry Brown and Brian Sandoval have also been contacted. Concurrently, federal land managers such as the BLM, US Forest Service, and NRCS have been working within their respective agencies to secure the necessary funding. The NRCS has largely secured its share of federal funding through the recently passed Farm Bill, and the other agencies are making progress.

Collectively, the projects and funding efforts by all Bi-State DPS cooperators provide **assurance of implementation**. The recently released *Update and Preliminary Findings for Great Sage-Grouse Integrated Population Model in the Bi-State Distinct Population Segment* (May 27, 2014), which coincides with the Bi-State Action Plan implementation period of 2002-2012, concludes the "population growth rate could not be distinguished from a stable population for all sites, except Parker Meadows" and provides **assurance of effectiveness**. Taken together, all the efforts combined with biological data demonstrate **the Bi-State Action Plan is clearly meeting the PECE policy and a listing of the Bi-State DPS is not necessary**.

Thank you for taking the time to consider this additional information. Please contact Analysts Wendy Sugimura, 760.924.1814 and Brent Calloway, 760.924.1809 if you have questions regarding these comments.

Sincerely,



Scott Burns
Director

Attachments:

1. Mono County ten-year implementation timeline and funding commitments
2. Preservation Plan
3. Funding Request

CC: Congressman Paul Cook	Town of Mammoth Lakes
Senator Dianne Feinstein	Rural County Representatives of California (RCRC)
Senator Barbara Boxer	County of Alpine
State of California, Governor Brown	BLM, Bishop Field Office
State of Nevada, Governor Sandoval	USFS, Inyo National Forest
USFS, Humboldt-Toiyabe National Forest	County of Inyo
California State Association of Counties (CSAC)	

ATTACHMENT 1

Mono County Ten-Year Implementation Timeline and Funding Commitments

Fiscal Year	Activity	Action Plan #	Activity/Restoration Goals	Cost Estimates
COMPLETED PROJECTS				
	Implementation: Human Disturbance	MER 2-7 thru 2-11	Bi-State DPS meeting on private land projects and regular agency coordination, daily contacts	N/A
	Implementation: Human Disturbance	MER 3-12	Landowner education: LAWG workshop, use permit conditions, animal control enforcement	
	Monitoring	RAM 5-1A & B	Geodatabase and spreadsheet data collection and organization	
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	
FUTURE/ONGOING PROJECTS				
FY 13-14	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$2M
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Incorporate sage-grouse conservation guidance into applicable Mono County plans and programs	\$20,000
FY Subtotal				\$2,040,000
FY 14-15	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$270,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Incorporate sage-grouse conservation guidance into applicable Mono County plans and programs	\$20,000
	Implementation: Infrastructure	MER 3-11	Reduce road kills by installing "grouse crossing" signs	\$5,000
FY Subtotal				\$315,000
FY 15-16	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$270,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Incorporate sage-grouse conservation guidance into applicable Mono County plans and programs	\$10,000

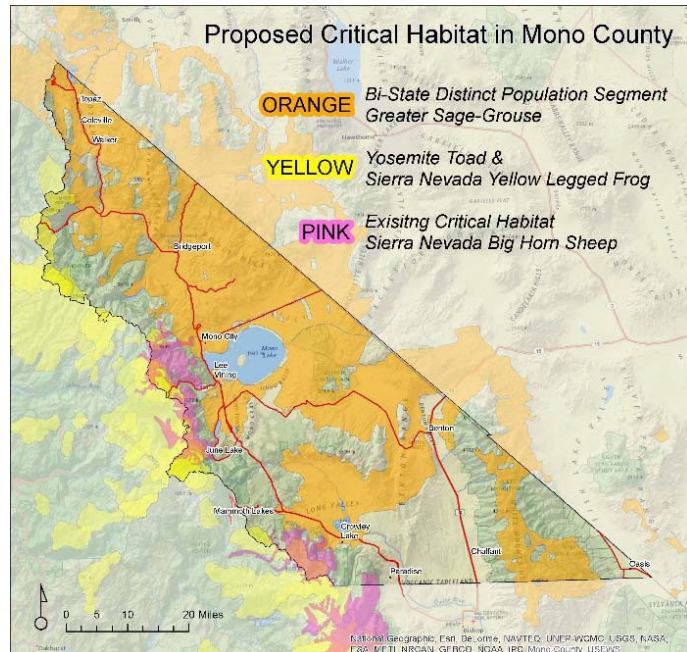
FY Subtotal				\$305,000
FY 16-17	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$270,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$305,000
FY 17-18	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$270,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$305,000
FY 18-19	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$270,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$305,000
FY 19-20	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$270,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$305,000
FY 20-21	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$600,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000

	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$630,000
FY 21-22	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$600,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$630,000
FY 22-23	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$600,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$630,000
FY 23-24	Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values, minimize risk of future development	\$5,000
	Implementation: Infrastructure	MER 3-2	Relocate/remove existing landfill in S. Mono PMU	\$100,000
	Implementation: Infrastructure	MER 3-2	Landfill closure & raven mitigation plan, raven deterrents and reduction of subsidies/attractants	\$5,000
	Implementation: Human Disturbance	MER 3-12	Educate landowners on value of sage-grouse habitat and reduce predation by pets.	\$5,000
	Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners	\$5,000
	Implementation: Improve Regulatory Mechanisms	IRM 2-1	Implement sage-grouse conservation policies in applicable Mono County plans and programs	\$10,000
FY Subtotal				\$130,000
TEN YEAR FUNDING TOTAL				\$5,900,000



Bi-State Distinct Population Segment of Greater Sage-Grouse Preservation Plan

The US Fish and Wildlife Service (Service) is proposing to list the Bi-State distinct population segment of Greater Sage-Grouse as threatened, and designate approximately **1.87 million acres** of critical habitat in Carson City, Lyon, Douglas, Mineral, and Esmeralda Counties in Nevada, and Alpine, Mono, and Inyo Counties in California. In Mono County, the proposed critical habitat designation covers **82% of privately-owned lands**. Although private land comprises only 6% of the County’s land base, it generates \$16.2 million (45%) of the General Fund revenues for local public services. We must work collaboratively across federal, state and local agencies to find an alternative to this listing. The proposed action on sage-grouse will have devastating implications for Mono County.



Mono County has worked actively with multiple state and federal agencies, private property owners, and other key stakeholders in the Bi-State Local Area Working Group (LAWG) to seek a means to prevent this devastating listing. Since 2004, this effort has implemented long term conservation actions for sage-grouse in the Bi-State area, and supported the development of the *2012 Bi-State Action Plan for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment* (Bi-State Action Plan).

The Bi-State Action Plan is an exemplary model of collaboration among all stakeholders, all of whom have committed time, effort, and resources to preserve sage-grouse. Unfortunately, these voluntary efforts are insufficient due to lack of committed funding.

Resources are required to avoid the listing and Agency managers refined the Plan for a cost of \$37.9 million over five years (see attachment). The Federal Register Notice (Vol. 58, No. 208, p. 64377) states, “...the Bi-State Action Plan, if completely refined and fully implemented, may result in the removal of threats to the Bi-State DPS so that protections of the Act may no longer be warranted...” Conversations with Service staff clarified that “fully implemented” includes ensuring adequate funding to implement agreed-upon conservation actions developed in the Action Plan. Mono County would contribute an additional \$2.2 million over the next five years, and \$5.7 million by 2023, through the closure of a landfill, reconfiguration of solid waste operations, and land use policy updates, for a total cost of \$40.7 million in five years.

This collaborative conservation model reflects a best practice to protect a sensitive species as envisioned by the Endangered Species Act. A listing would undermine good-faith efforts and create an overly regulatory, ineffective program. The result will be frustrated stakeholders and a less effective effort to save the species.

Resource agencies and local government would request continued engagement with all stakeholders to focus limited resources on conservation actions that will benefit the sage-grouse, rather than taking a defensive position to protect ourselves from future private property takings claims and other litigation; property tax loss; and devastation to the agricultural economy, the second largest sector in Mono County.

Therefore, **we are requesting \$7.6 million/year for the next five years be allocated to fund the Bi-State Action Plan.**

Contact: Scott Burns, (760) 924-1807, Wendy Sugimura, (760) 924-1814, Brent Calloway, (760) 924-1809.

Attachment: Bi-State Sage-Grouse Preservation Plan 5-Year Cost Estimate

Action Item	<i>Sub-total (5-year Costs):</i>	Mono County Match
Science Advisor & Conservation Planning Tool	\$1,325,000	
Interagency Wildfire Management	\$250,000	
Urbanization Abatement (Conservation Easements)	\$12,880,708	
Infrastructure/Human Disturbance ¹	\$517,100	\$2,700,000
Pinyon and Juniper Encroachment	\$12,991,843	
Disease and Predation	\$250,000	
Wild Horse Management	\$1,250,000	
Small Populations (DPS Translocations)	\$750,000	
Habitat Improvement	\$641,039	
Habitat Improvement & Restoration	\$895,000	
Improve Regulatory Mechanisms		\$50,000
Maintain and Improve Stakeholder Involvement		\$50,000
Total Direct Costs:	\$31,750,690	
NEPA Related Costs (25% for applicable actions):	\$3,944,471	
Effectiveness Monitoring Costs (15% for applicable actions):	\$2,179,182	
Total Planning/Implementation/Monitoring Costs:	\$37,874,343	
with Mono County match	\$40,674,343	

The funding request is for Federal agencies, such as the US Forest Service and Bureau of Land Management, to implement their portions of the Bi-State Action Plan, which is available from <http://www.regulations.gov/#!documentDetail;D=FWS-R8-ES-2013-0042-0007>. Specific projects that will be enabled by this funding are located on pages 81-101.

¹ \$5.7 million match from Mono County by 2023.



Bi-State Distinct Population Segment of Greater Sage-Grouse Federal Appropriations Request

Date: April 2014

To: Congressional Representatives of the United States

The Endangered Species Act (Act) is quickly becoming a leading issue across the United States. In California and Nevada, we are seeing the potentially devastating impacts from multiple species listings and the constraining burden of new regulations, driven by an aggressive litigation settlement timeline. The Bi-State distinct population segment of Greater Sage-Grouse is currently proposed for designation of critical habitat and listing as threatened under the Endangered Species Act, with a decision due late this year.

Local landowners and agencies, including Mono County, working for over a decade in collaboration with state and federal agencies which include the Bureau of Land Management, United States Forest Service, and the United States Fish and Wildlife Service, have developed a proactive, cost-effective plan to prevent a listing. This 2012 Bi-State Action Plan (Plan), if funded, would ensure the policy objectives of the Act are achieved, namely saving a species, while also ensuring the viability of local economies. We are asking for your support through a supplemental appropriation.

We request a \$30,043,639 million supplemental appropriation for habitat conservation programs detailed in the Plan (see attached). This Plan has been fully vetted, reflects stakeholder and agency commitment, and over the next five years will provide the science-based protections required to justify a not to list.

The funding necessary to implement the plan in the next five years totals \$30,043,639, after deducting funding available to the National Resources Conservation Service (NRCS) through the recently passed Farm Bill. These funds would be apportioned for the U.S. Forest Service (\$16,135,021), Bureau of Land Management (\$6,352,099), U.S. Fish and Wildlife Service (\$5,967,808), U.S. Geological Survey (\$1,325,000), and Department of Defense (\$263,711). We have verified these needs with Nevada and California agencies, and attached is the project-specific spreadsheet identifying costs as well as a one-page project description which reflects the needed investment strategies.

When compared to the \$2 billion going to Lake Tahoe and billions going to Sacramento Bay Delta, this small investment will create a return on investment of federal dollars along with effectively achieving policy goals. In fact, already matching funds totaling just under \$3 million have been identified from Mono County (\$2.8 million) and the Department of Defense (\$168,000).

Finally, this potential critical habitat designation and listing could impact the training ability of our nation's armed forces. The Hawthorne Army Depot and 82% of the Marine Corps Mountain Warfare Training Center's usage training areas are located within proposed critical habitat.

Please join us in supporting a model conservation effort that restores the true spirit of the Endangered Species Act, protects local economies, and provides a real solution to a growing problem facing public and private lands.

Note: For brevity, the attachment to this document (pages 81-101 of the 2012 Bi-State Action Plan) were not included.

ATTACHMENT 2

Updated Mono County Bi-State Sage-Grouse Conservation Commitments (2018)

Activity	Action Plan #	Activity/Restoration Goals	Cost Estimates
COMPLETED PROJECTS			
Implementation: Human Disturbance	MER 2-7 thru 2-11	Bi-State DPS meeting on private land projects and regular agency coordination, daily contacts, assist with securing conservation easements	\$1.7 million from 2014-2018
Implementation: Human Disturbance	MER 3-12	Landowner education: LAWG workshop, use permit conditions, animal control enforcement	
Implementation: Regulatory Mechanisms	IRM 1-6 & 2-1	Participated in update of Humboldt-Toiyabe National Forest Plan update, updated Mono County General Plan to include sage-grouse conservation measures	
Implementation: Wildfire	MER 1-8	Updated the County’s CWPP to reduce the threat of wildfire	
Implementation: Infrastructure and Human Disturbance	MER 3-2	Continued efforts and set-aside funding for closure and relocation of Benton Crossing Landfill by 2023	
Monitoring	RAM 5-1A & B	Geodatabase and spreadsheet data collection and organization	
Implementation: Habitat Improvement and Restoration	HIR 1-3-B, HIR 1-1-SM, HIR 2-1-SM	Completed habitat restoration projects in Bodie and South Mono as directed by BLM, engaged with LADWP on irrigation issues in brood meadows	
Implementation: Research and Monitoring	RAM1	Participated in annual lek counts in South Mono and Bodie PMUs	
Implementation: Stakeholder Involvement	MSI 2-1	LAWG workshop, outreach to private property owners, assistance with scheduling LAWG/TAC/EOC meetings and facilities	
Implementation: Stakeholder Involvement	MSI 2-3	Development and “go live” of a Bi-State website, including mailing list	
FUTURE/ONGOING PROJECTS: 2018-2023			
Implementation: Human Disturbance	MER 2-7 thru 2-11	Maintain private lands and associated sage grouse habitat values (e.g., north county water transfer project), minimize risk of future development, assist with securing conservation easements	\$15,000
Implementation: Infrastructure	MER 3-2	Total cost of relocating and closing the Benton Crossing Landfill (funding set aside over time and incurred in 2023 with closure). Does not include ongoing monitoring and maintenance after closure, or development of an alternative landfill/waste management site.	\$5.06 million
Implementation: Human Disturbance	MER 3-12	Landowner education, use permit conditions, building permit review, animal control enforcement	\$5,000
Implementation: Habitat Improvement and Restoration	HIR 2-1-SM	Continue to engage with LADWP on irrigation issues in brood meadows in S. Mono PMU	\$100,000
Implementation: Research and Monitoring	RAM1	Participate in annual lek counts, review annual reports	\$20,000
Implementation: Stakeholder Involvement	MSI 2-1	Meeting coordination & attendance, website work, outreach to private property owners	\$20,000
TOTAL 2018-2023 (including all landfill closure costs)			\$5.08 million



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

TIME REQUIRED

SUBJECT Application for Alcoholic Beverage
License

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Application for Alcoholic Beverage License for B-Roc, LLC as Balanced Rock Saloon: 2588 Hwy 158, June Lake, CA.,
93529.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Application](#)

History

Time	Who	Approval
12/13/2018 4:59 PM	County Administrative Office	Yes
12/11/2018 2:11 AM	County Counsel	Yes
12/13/2018 1:17 PM	Finance	Yes

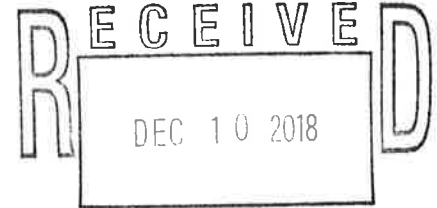
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
4800 STOCKDALE HWY
STE 213
BAKERSFIELD, CA 93309
(661) 395-2731

File Number: 601626
Receipt Number: 2543347
Geographical Code: 2600
Copies Mailed Date: December 6, 2018
Issued Date:

DISTRICT SERVING LOCATION: BAKERSFIELD
First Owner: B-ROC, LLC
Name of Business: BALANCED ROCK SALOON
Location of Business: 2588 HWY 158
JUNE LAKE, CA 93529
County: MONO
Is Premise inside city limits? No
Mailing Address: PO BOX 40
JUNE LAKE, CA 93529
Type of license(s): 47



OFFICE OF THE CLERK

Census Tract 0001.01

Transferor's license/name: 591315 / SCHECTMAN, JAMIE LEE Dropping Partner: Yes ___ No X

Table with 7 columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Rows include 47-On-Sale General Eating, NA FEDERAL FINGERPRINTS, NA STATE FINGERPRINTS, and a Total row with a fee of \$163.00.

Have you ever been convicted of a felony? No

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? No

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of MONO

Date: December 6, 2018

Under penalty of perjury, each person whose signature appears below, certifies and says (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf, (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

B-ROC, LLC

See 211 Signature Page

Recorded 227 forthcoming



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

TIME REQUIRED

SUBJECT

People for Mono Basin Preservation
(PMBP) Letter to Southern California
Edison (SCE)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A letter from PMBP to SCE regarding return ditch flow issues for Wilson and Mill Creeks.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter</p>

History

Time	Who	Approval
12/13/2018 5:04 PM	County Administrative Office	Yes
12/13/2018 2:08 PM	County Counsel	Yes
12/13/2018 1:41 PM	Finance	Yes

From: Katie Maloney Bellomo <hydroesq@schat.net>

Sent: Friday, December 7, 2018 8:46 AM

To: Kelly Henderson

Cc: Jennifer Halferty; Fred Stump; Stacey Simon; Stacy Corless; Bob Gardner; John Peters; Tony Dublino; Martin, Gordon P -FS; Reif, Lawson -FS; Randall-Parker, Tamera K -FS

Subject: Mill/Wilson Creeks (Lundy Return Ditch)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Kelly,

This note is to follow up on our earlier communications in which you indicated that it would be useful if People for Mono Basin Preservation (PMBP) would put some questions in writing to Edison to get communication started about the Return Ditch flow issues and how Edison intends to operate it going forward.

I have cc'd representatives of Mono County and the USFS. As Edison knows, both Mono County and the USFS land management and resources are directly affected by Edison's operation of the return ditch. PMBP liked Edison's suggestion that we communicate concerns to these entities and get them involved.

Here are the questions to start this dialogue:

1. At our meeting with Edison in the fall, we were informed that Edison intends to operate the return ditch next season, as it did in 2018, and direct water to Mill Creek that would otherwise flow into Wilson Creek. Is this still the intention of Edison?
2. What is the date on which Edison intends to begin operation of the return ditch in 2019?
3. When does Edison intend to stop operation of the return ditch in 2019?
4. Finally, you previously indicated that you would provide PMBP with Edison's flow data for the operation of the return ditch in 2017 and 2018. Thank you for providing this flow data to all of

the people on this e-mail (i.e, Mono County and USFS) in addition to PMBP. It will be very useful for all of us to be using the same numbers as our discussions about operation of the return ditch go forward.

As you know, there is local concern among the public about how Edison's operation of the return ditch affects environmental values dependent upon Wilson Creek, and we look forward to working with Edison and others regarding these issues.

Please do not hesitate to contact me for PMBP if you have any questions about this note.

Thanks for Edison's willingness to engage with the local community and local land managers on this issue.

Sincerely,

Katie Maloney Bellomo

Kathleen Maloney Bellomo

Attorney at Law

P.O. Box 217

Lee Vining, CA 93541

760.647.6473

760.647.6402 (fax)

hydroesq@schat.net

Begin forwarded message:

From: Katie Maloney Bellomo <hydroesq@schat.net>

Subject: Re: (External):SCE/PMBP Meeting on 10.11.18

Date: October 26, 2018 at 12:18:10 PM PDT

To: Kelly Henderson <Kelly.Henderson@sce.com>

Dear Kelly,

Please accept my apology for the delay in responding to your e-mail below. I appreciate your response, and hearing your point of view. It is positive that PMBP and Edison have opened lines of communication about Edison's operation of the return ditch. PMBP has you to thank for this, because you set up the meeting with PMBP in Lee Vining. We hope that the new open line of communication will ultimately lead to a comprehensive resolution of the issues related to operation of the return ditch. As you know, there are a number of "stakeholders", PMBP being but one.

As soon as time permits, PMBP does intend to send some written questions to Edison. I understood from you at the meeting that any questions we have for Edison should put in writing, and that Edison welcomes receiving them in that form.

At our recent meeting you indicated that Edison has questions for PMBP about its concerns regarding the environmental consequences of Edison's operation of the return ditch in the last two seasons and going forward. As stated at the meeting, we encourage Edison to put its questions in writing. We are very interested in helping to inform Edison about the scope of the environmental considerations that are in play when Edison operates the return ditch. We respect that Edison wants to learn more about the potential negative environmental consequences of Edison's operation of the return ditch, especially since Edison intends to operate the return ditch next year (for the entire season, is how we understood your team to say at the meeting.) We also were encouraged to hear at the meeting that Edison may want to discuss PMBP's concerns with land owners (presumably Mono County and USFS through whose land Wilson Creek runs, and LADWP and USFS with land along Mill Creek.)

Again, thank you for causing this dialogue to begin. PMBP will be in touch in the next few weeks, as soon as we have formulated some questions.

Sincerely,

Katie Maloney Bellomo



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

Departments: Agricultural Commissioner

TIME REQUIRED 45 minutes

PERSONS APPEARING BEFORE THE BOARD Nathan Reade

SUBJECT Public Hearing: Proposed Ordinance Extending the Temporary Moratorium on Industrial Hemp Cultivation within the Unincorporated Areas of Mono County

AGENDA DESCRIPTION:

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

Public hearing pursuant to Government Code section 65858(a) regarding adoption of proposed ordinance extending the temporary moratorium prohibiting cultivation of industrial hemp within the unincorporated areas of Mono County.

RECOMMENDED ACTION:

Conduct public hearing. Consider and potentially adopt proposed ordinance No. ORD18-___, Extending the temporary moratorium prohibiting cultivation of industrial hemp in the unincorporated areas of Mono County established by Mono County Ordinance No. ORD18-14. Ordinance will be effective immediately. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Nathan Reade, Michael Draper

PHONE/EMAIL: 760-924-1805 / mdraper@mono.ca.gov, Nreade@inyocounty.us

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Ordinance No. ORD18-14
<input type="checkbox"/> Public Hearing Notice

History

Time	Who	Approval
12/13/2018 4:54 PM	County Administrative Office	Yes
12/11/2018 2:54 PM	County Counsel	Yes
12/13/2018 1:55 PM	Finance	Yes



COUNTIES OF INYO AND MONO

AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA

MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

Date: December 18, 2018

To: Honorable Board of Supervisors

From: Nathan D. Reade, Agricultural Commissioner

Subject: Industrial Hemp Moratorium

Recommendation: Extend an urgency ordinance enacting a moratorium on the cultivation of industrial hemp within Mono County.

Fiscal Impact: None

Background:

On November 6, 2018 the Mono County Board of Supervisors voted to enact an urgency ordinance banning the cultivation of industrial hemp. Pursuant to Government Code section 65858(a), this urgency ordinance expires 45 days from adoption unless the Mono County Board of Supervisors votes to extend the ordinance. The moratorium on cultivation of industrial hemp can be extended by your board prior to the expiration of the current urgency ordinance for 10 months and 15 days if your board chooses to do so.

The California Department of Food and Agriculture (CDFA) has still not started the process of developing regulations for industrial hemp cultivation. A fee schedule for state permitting has been established, however regulations have not yet been developed for sampling, testing, and enforcement. This means that there is a strong chance that the state may begin issuing permits to grow industrial hemp before there are any

standards or guidance governing these very important considerations. With so little information yet available on what the state may propose in terms of regulations, it is very difficult for staff to anticipate how potential local regulations may or may not work in concert with these future state regulations.

Staff continues to explore what options are available to the County of Mono regarding the regulation of industrial hemp. Any regulations must be carefully considered and take into account the economic potential of this agricultural commodity, conflicts with county permitted cannabis cultivation, potential impacts to surrounding communities, and other concerns. At this time, staff does not feel that a comprehensive review is possible within the 45 day urgency ordinance period, and recommends that your board extend the moratorium while local regulations are further considered.



1
2
3
4 **ORDINANCE NO. ORD18-__**

5
6 **AN INTERIM ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS**
7 **EXTENDING THE TEMPORARY MORATORIUM PROHIBITING CULTIVATION**
8 **OF INDUSTRIAL HEMP IN THE UNINCORPORATED AREAS OF**
9 **MONO COUNTY ESTABLISHED BY MONO COUNTY**
10 **ORDINANCE NO. ORD18-14**

11 **WHEREAS**, Government Code Section 65858 authorizes the adoption of an interim
12 ordinance as an urgency measure to prohibit any uses that may be in conflict with a contemplated
13 general plan, specific plan, or zoning proposal that the Board of Supervisors, planning
14 commission or planning department is considering or studying or intends to study within a
15 reasonable time, when necessary to protect the public safety, health, and welfare; and

16 **WHEREAS**, Section 5940 of Title 7 of the United States Code states, "Notwithstanding the
17 Controlled Substance Act (21 U.S.C. 801 et seq.), the Safe and Drug-Free Schools and
18 Communities Act (20 U.S.C. 7101 et seq.), Chapter 81 of Title 41, United States Code, or any other
19 Federal law, an institution of higher education (as defined in section 101 of the Higher Education
20 Act of 1965 (20 U.S.C. 1001)) or a State department of agriculture may grow or cultivate industrial
21 hemp if: (1) the industrial hemp is grown or cultivated for purposes of research conducted under an
22 agricultural pilot program or other agricultural or academic research; and (2) the growing or
23 cultivating of industrial hemp is allowed under the laws of the State in which such institution of
24 higher education or State department of agriculture is located and such research occurs."; and

25 **WHEREAS**, Division 24 of Food and Agriculture Code (sections 81000-81010) (hereafter
26 "FAC"), which became operative on January 1, 2017, addresses the growing and cultivation of
27 industrial hemp in California; and

28 **WHEREAS**, FAC Division 24 does not provide for the California Department of Food and
Agriculture to establish a pilot program or to participate in, or promote, research projects
recognized under Section 5940 of Title 7 of the United States Code; and

WHEREAS, FAC Section 81001 calls for the Industrial Hemp Advisory Board to advise
the California Secretary of Food and Agriculture and make recommendations to the Secretary
pertaining to the cultivation of industrial hemp, including but not limited to, developing the
requisite industrial hemp seed law and regulations, enforcement mechanisms, and the setting of an
assessment rate; and

WHEREAS, The Industrial Hemp Advisory Board is expected to implement requisite
regulations allowing the cultivation of industrial hemp for commercial purposes in late 2018; and

1 **WHEREAS**, Under FAC Division 24, all commercial growers of industrial hemp must
2 register with the county agricultural commissioner prior to cultivation. Registration is not yet
3 available. The fees and process for registration will be developed in conjunction with the Industrial
4 Hemp Advisory Board. Therefore, the cultivation of industrial hemp for commercial purposes as
5 defined under FAC Division 24 is prohibited within the State of California and the County of Mono
6 until the Industrial Hemp Advisory Board has developed and implemented the requisite industrial
7 hemp seed law, regulations, and enforcement mechanisms, including the registration process and
8 fees; and

9 **WHEREAS**, Despite the current prohibition on the cultivation of industrial hemp for
10 commercial purposes, FAC Division 24 exempts cultivation by an "Established Agricultural
11 Research Institution" from some of the regulatory requirements enumerated therein; and

12 **WHEREAS**, An "Established Agricultural Research Institution" is defined under FAC
13 Section 81000 as: "(1) A public or private institution or organization that maintains land or facilities
14 for agricultural research, including colleges, universities, agricultural research centers, and
15 conservation research centers; or (2) An institution of higher education (as defined in section 1001
16 of the Higher Education Act of 1965 (20 U.S.C. 1001)) that grows, cultivates or manufactures
17 industrial hemp for purposes of research conducted under an agricultural pilot program or other
18 agricultural or academic research."; and

19 **WHEREAS**, Industrial hemp is defined under FAC Section 81000 and Health and Safety
20 Code Section 11018.5 as "a fiber or oilseed crop, or both, that is limited to types of the plant
21 Cannabis sativa L. having no more than three-tenths of 1 percent (.3%) tetrahydrocannabinol (THC)
22 contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin
23 extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or
24 preparation of the plant, its seeds or resin produced therefrom."; and

25 **WHEREAS**, "Cannabis" is defined under the Medicinal and Adult-Use Cannabis
26 Regulation and Safety Act (MAUCRSA) codified at Business and Professions Code Section 26001
27 as "all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether
28 growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of
the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant,
its seeds, or resin ... 'cannabis' does not mean 'industrial hemp' as defined by Section 11018.5 of the
Health and Safety Code."; and

WHEREAS, Due to the fact that industrial hemp and cannabis are derivatives of the same
plant, Cannabis sativa L., the appearance of industrial hemp and cannabis are indistinguishable.
Absent a laboratory-performed chemical analysis for tetrahydrocannabinol (THC) content, the two
plants cannot be distinguished; and

WHEREAS, Division 24 of the FAC, allows an "Established Agricultural Research
Institution" to cultivate or possess industrial hemp with a greater than .3% THC level, causing such
plant to no longer conform to the legal definition of industrial hemp, thereby resulting in such
"research" plants constituting cannabis; and

1 **WHEREAS**, The definition of "Established Agricultural Research Institution" as provided
2 in FAC Section 81000 is vague and neither the Legislature nor the Industrial Hemp Advisory Board
3 have provided guidelines for how a County can establish whether a cultivator claiming to be an
4 "Established Agricultural Research Institution" is legitimate or that the cultivation constitutes
5 "agricultural or academic research." Without clear guidelines, the ability and likelihood that
6 cultivators exploit the "Established Agricultural Research Institution" exemption to grow industrial
7 hemp with more than .3% THC is great; and

8 **WHEREAS**, Except for personal cultivation, by an adult 21 years of age or older, of six or
9 fewer cannabis plants within a private residence or inside a detached accessory structure on the
10 grounds of a private residence that is fully enclosed and secured and personal use of cannabis
11 otherwise allowed under the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Senate
12 Bill 94 (2017) ("MAUCRSA"), Section 5.40.040 of Mono County Code states that "It is unlawful
13 for any person to maintain, conduct, operate, or carry on within the unincorporated area of the
14 county any commercial cannabis business, unless such person is issued a commercial cannabis
15 business license pursuant to this chapter for such business, and such person is currently in
16 compliance with all applicable state and local laws and regulations pertaining to the commercial
17 cannabis business and the commercial cannabis activities, including the duty to obtain any required
18 local land use approvals and state licenses."; and

19 **WHEREAS**, Due to the fact that industrial hemp and cannabis are indistinguishable, the
20 cultivation of industrial hemp by an "Established Agricultural Research Institution" prior to the
21 adoption of reasonable regulations poses similar threats to the public health, safety or welfare as the
22 unregulated cultivation of cannabis; and

23 **WHEREAS**, The cultivation of industrial hemp prior to the adoption of State and/or local
24 reasonable regulations may create an increased likelihood of unlawful commercial cannabis
25 activity; and

26 **WHEREAS**, The State of California is just now beginning to identify and approve seed
27 sources for industrial hemp. Unregulated seed sources can be infested with exotic weed seed or
28 carry plant diseases. Once exotic weeds or plant diseases are established they are difficult and
costly to eradicate. Soil borne diseases, once established, can result in quarantines that restrict plant
movement as well as crop rotations; and

WHEREAS, Industrial hemp can serve as a host to mites and other insects. At this time,
there are no pesticides registered for hemp that specifically address such mites or other insects. The
pesticides that have been approved for hemp are not always effective, which allows for such insects
to move into other nearby crops; and

WHEREAS, There are no requirements for pesticide use reporting or testing for industrial
hemp when cultivated by an "Established Agricultural Research Institution" if pesticides on the
Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) 25(b) list are used. In addition,
"Established Agricultural Research Institutions" may be using chemicals or pesticides that are
extremely toxic to people and wildlife and which may pollute soil, ground water, and/or nearby
water sources; and

1 **WHEREAS**, If cloned hemp plants are used for experimentation they are exempt from
2 nursery standards at this time and may not be inspected for plant cleanliness standards leaving them
3 susceptible to insect and disease infection; and

4 **WHEREAS**, Industrial hemp and cannabis are not compatible crops and cultivation of
5 industrial hemp near commercial cannabis crops can result in less marketable product due to cross
6 pollination; and

7 **WHEREAS**, The cultivation of industrial hemp prior to the adoption of State and/or local
8 regulations is harmful to the welfare of residents, creates a nuisance, and threatens the safety and
9 land of nearby property owners; and

10 **WHEREAS**, There is an urgent need for County staff to assess the impacts of industrial
11 hemp and to explore reasonable regulatory options relating thereto; and

12 **WHEREAS**, The allowance of cultivation of industrial hemp by "Established Agricultural
13 Research Institutions," as defined by FAC Section 81000, prior to the adoption of reasonable
14 regulations, creates an urgent and immediate threat to the public health, safety or welfare of the
15 citizens and existing agriculture in Mono County; and

16 **WHEREAS**, Mono County has a compelling interest in protecting the public health, safety,
17 and welfare of its residents and businesses, in preventing the establishment of nuisances, and the
18 unregulated cultivation of industrial hemp is hereby declared to constitute a public nuisance; and

19 **WHEREAS**, This ordinance complies with State law and imposes reasonable regulations
20 that the Board of Supervisors concludes are necessary to protect the public safety, health and
21 welfare of residents and business within the County; and

22 **WHEREAS**, the Mono County Board of Supervisors has not had the opportunity to hear
23 adequate public comment or receive comprehensive input from local communities with regard to
24 the imposition of local land use or other regulations pertaining to the cultivation of industrial hemp;
25 and

26 **WHEREAS**, in order to preserve the status quo within the unincorporated areas of the
27 County and discourage harmful effects of unregulated cultivation of industrial hemp, while staff
28 and decision makers analyze and consider potential modifications to the General Plan and other
local regulations to address these issues, the Board of Supervisors adopted interim ordinance No.
ORD18-14 on November 6, 2018, temporarily prohibiting the cultivation of industrial hemp within
the unincorporated area of the County in accordance with Government Code section 65858; and

WHEREAS, the Board now wishes to extend the restrictions imposed by ORD18-14 for 10
months and 15 days, or until November 5, 2019, unless sooner terminated by this Board or further
extended as allowed by law;

1 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
2 **MONO FINDS AND ORDAINS THAT:**

3 **SECTION ONE:** For the reasons set forth above, and hereby adopted, the cultivation of
4 industrial hemp prior to the adoption of State and/or local regulations continues to pose a current
5 and immediate threat to the public health, safety and welfare within the unincorporated areas of the
6 County.

7 **SECTION TWO:** The prohibition of the cultivation of industrial hemp for any purposes,
8 including cultivation by “Established Agricultural Research Institutions” as defined in FAC Section
9 81000, within the unincorporated areas of Mono County established by Mono County interim
10 ordinance No. ORD18-14 is hereby extended for 10 months and 15 days (until November 5, 2019),
11 unless earlier terminated by ordinance of this Board, to allow for the proper study and assessment
12 of public sentiment, State regulation and County land use and regulatory needs as they relate to the
13 activity.

14 **SECTION THREE:** During the extended prohibition created by this ordinance, staff shall
15 identify and analyze the relevant issues associated with the cultivation of industrial hemp and the
16 impact these activities would have on law enforcement and the community at large, should such
17 activities not be regulated at the local level, and shall develop recommendations for the Board
18 regarding possible local land use or other regulations governing their implementation.

19 **SECTION FOUR:** If any section, subsection, sentence, clause, or phrase of this ordinance
20 is for any reason held to be invalid or unconstitutional by a decision of any court of competent
21 jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance.
22 The Board of Supervisors hereby declares that it would have passed this ordinance, and each and
23 every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional
24 without regard to whether any portion of this ordinance would be subsequently declared invalid or
25 unconstitutional.

26 **SECTION FIVE:** This ordinance shall become effective upon adoption as an urgency
27 measure pursuant to Government Code sections 65858 and 25123 and shall remain in effect, unless
28 earlier terminated or extended as allowed by law, for 10 months and 15 days (until November 5,
2019). The Clerk of the Board of Supervisors shall post this ordinance and also publish it or a
summary thereof in the manner prescribed by Government Code section 25124 no later than 15
days after the date of its adoption.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2018,
by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



1
2
3
4 **ORDINANCE NO. ORD18-14**

5 **AN INTERIM ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS**
6 **ENACTING A TEMPORARY MORATORIUM PROHIBITING CULTIVATION OF**
7 **INDUSTRIAL HEMP IN THE UNINCORPORATED AREA OF MONO COUNTY**

8 **WHEREAS**, Government Code Section 65858 authorizes the adoption of an interim
9 ordinance as an urgency measure to prohibit any uses that may be in conflict with a contemplated
10 general plan, specific plan, or zoning proposal that the Board of Supervisors, planning
11 commission or planning department is considering or studying or intends to study within a
reasonable time, when necessary to protect the public safety, health, and welfare; and

12 **WHEREAS**, Section 5940 of Title 7 of the United States Code states, "Notwithstanding the
13 Controlled Substance Act (21 U.S.C. 801 et seq.), the Safe and Drug-Free Schools and
14 Communities Act (20 U.S.C. 7101 et seq.), Chapter 81 of Title 41, United States Code, or any other
15 Federal law, an institution of higher education (as defined in section 101 of the Higher Education
16 Act of 1965 (20 U.S.C. 1001)) or a State department of agriculture may grow or cultivate industrial
17 hemp if: (1) the industrial hemp is grown or cultivated for purposes of research conducted under an
agricultural pilot program or other agricultural or academic research; and (2) the growing or
cultivating of industrial hemp is allowed under the laws of the State in which such institution of
higher education or State department of agriculture is located and such research occurs."; and

18 **WHEREAS**, Division 24 of Food and Agriculture Code (sections 81000-81010) (hereafter
19 "FAC"), which became operative on January 1, 2017, addresses the growing and cultivation of
industrial hemp in California; and

20 **WHEREAS**, FAC Division 24 does not provide for the California Department of Food and
21 Agriculture to establish a pilot program or to participate in, or promote, research projects
22 recognized under Section 5940 of Title 7 of the United States Code; and

23 **WHEREAS**, FAC Section 81001 calls for the Industrial Hemp Advisory Board to advise
24 the California Secretary of Food and Agriculture and make recommendations to the Secretary
25 pertaining to the cultivation of industrial hemp, including but not limited to, developing the
requisite industrial hemp seed law and regulations, enforcement mechanisms, and the setting of an
assessment rate; and

26 **WHEREAS**, The Industrial Hemp Advisory Board is expected to implement requisite
27 regulations allowing the cultivation of industrial hemp for commercial purposes in late 2018; and

28 **WHEREAS**, Under FAC Division 24, all commercial growers of industrial hemp must
register with the county agricultural commissioner prior to cultivation. Registration is not yet

1 available. The fees and process for registration will be developed in conjunction with the Industrial
2 Hemp Advisory Board. Therefore, the cultivation of industrial hemp for commercial purposes as
3 defined under FAC Division 24 is prohibited within the State of California and the County of Mono
4 until the Industrial Hemp Advisory Board has developed and implemented the requisite industrial
5 hemp seed law, regulations, and enforcement mechanisms, including the registration process and
6 fees; and

7 **WHEREAS**, Despite the current prohibition on the cultivation of industrial hemp for
8 commercial purposes, FAC Division 24 exempts cultivation by an "Established Agricultural
9 Research Institution" from some of the regulatory requirements enumerated therein; and

10 **WHEREAS**, An "Established Agricultural Research Institution" is defined under FAC
11 Section 81000 as: "(1) A public or private institution or organization that maintains land or facilities
12 for agricultural research, including colleges, universities, agricultural research centers, and
13 conservation research centers; or (2) An institution of higher education (as defined in section 1001
14 of the Higher Education Act of 1965 (20 U.S.C. 1001)) that grows, cultivates or manufactures
15 industrial hemp for purposes of research conducted under an agricultural pilot program or other
16 agricultural or academic research."; and

17 **WHEREAS**, Industrial hemp is defined under FAC Section 81000 and Health and Safety
18 Code Section 11018.5 as "a fiber or oilseed crop, or both, that is limited to types of the plant
19 Cannabis sativa L. having no more than three-tenths of 1 percent (.3%) tetrahydrocannabinol (THC)
20 contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin
21 extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or
22 preparation of the plant, its seeds or resin produced therefrom."; and

23 **WHEREAS**, "Cannabis" is defined under the Medicinal and Adult-Use Cannabis
24 Regulation and Safety Act (MAUCRSA) codified at Business and Professions Code Section 26001
25 as "all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether
26 growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of
27 the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant,
28 its seeds, or resin ... 'cannabis' does not mean 'industrial hemp' as defined by Section 11018.5 of the
Health and Safety Code."; and

WHEREAS, Due to the fact that industrial hemp and cannabis are derivatives of the same
plant, Cannabis sativa L., the appearance of industrial hemp and cannabis are indistinguishable.
Absent a laboratory-performed chemical analysis for tetrahydrocannabinol (THC) content, the two
plants cannot be distinguished; and

WHEREAS, Division 24 of the FAC, allows an "Established Agricultural Research
Institution" to cultivate or possess industrial hemp with a greater than .3% THC level, causing such
plant to no longer conform to the legal definition of industrial hemp, thereby resulting in such
"research" plants constituting cannabis; and

WHEREAS, The definition of "Established Agricultural Research Institution" as provided
in FAC Section 81000 is vague and neither the Legislature nor the Industrial Hemp Advisory Board

1 have provided guidelines for how a County can establish whether a cultivator claiming to be an
2 "Established Agricultural Research Institution" is legitimate or that the cultivation constitutes
3 "agricultural or academic research." Without clear guidelines, the ability and likelihood that
4 cultivators exploit the "Established Agricultural Research Institution" exemption to grow industrial
5 hemp with more than .3% THC is great; and

6 **WHEREAS**, Except for personal cultivation, by an adult 21 years of age or older, of six or
7 fewer cannabis plants within a private residence or inside a detached accessory structure on the
8 grounds of a private residence that is fully enclosed and secured and personal use of cannabis
9 otherwise allowed under the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Senate
10 Bill 94 (2017) ("MAUCRSA"), Section 5.40.040 of Mono County Code states that "It is unlawful
11 for any person to maintain, conduct, operate, or carry on within the unincorporated area of the
12 county any commercial cannabis business, unless such person is issued a commercial cannabis
13 business license pursuant to this chapter for such business, and such person is currently in
14 compliance with all applicable state and local laws and regulations pertaining to the commercial
15 cannabis business and the commercial cannabis activities, including the duty to obtain any required
16 local land use approvals and state licenses."; and

17 **WHEREAS**, Due to the fact that industrial hemp and cannabis are indistinguishable, the
18 cultivation of industrial hemp by an "Established Agricultural Research Institution" prior to the
19 adoption of reasonable regulations poses similar threats to the public health, safety or welfare as the
20 unregulated cultivation of cannabis; and

21 **WHEREAS**, The cultivation of industrial hemp prior to the adoption of State and/or local
22 reasonable regulations may create an increased likelihood of unlawful commercial cannabis
23 activity; and

24 **WHEREAS**, Currently the State of California has not yet identified, nor approved seed
25 sources for industrial hemp. Unregulated seed sources can be infested with exotic weed seed or
26 carry plant diseases. Once exotic weeds or plant diseases are established they are difficult and
27 costly to eradicate. Soil borne diseases, once established, can result in quarantines that restrict plant
28 movement as well as crop rotations; and

WHEREAS, Industrial hemp can serve as a host to mites and other insects. At this time,
there are no pesticides registered for hemp that specifically address such mites or other insects. The
pesticides that have been approved for hemp are not always effective, which allows for such insects
to move into other nearby crops; and

WHEREAS, There are no requirements for pesticide use reporting or testing for industrial
hemp when cultivated by an "Established Agricultural Research Institution" if pesticides on the
Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) 25(b) list are used. In addition,
"Established Agricultural Research Institutions" may be using chemicals or pesticides that are
extremely toxic to people and wildlife and which may pollute soil, ground water, and/or nearby
water sources; and

1 **WHEREAS**, If cloned hemp plants are used for experimentation they are exempt from
2 nursery standards at this time and may not be inspected for plant cleanliness standards leaving them
3 susceptible to insect and disease infection; and

4 **WHEREAS**, Industrial hemp and cannabis are not compatible crops and cultivation of
5 industrial hemp near commercial cannabis crops can result in less marketable product due to cross
6 pollination; and

7 **WHEREAS**, The cultivation of industrial hemp prior to the adoption of State and/or local
8 regulations is harmful to the welfare of residents, creates a nuisance, and threatens the safety and
9 land of nearby property owners; and

10 **WHEREAS**, There is an urgent need for County staff to assess the impacts of industrial
11 hemp and to explore reasonable regulatory options relating thereto; and

12 **WHEREAS**, The allowance of cultivation of industrial hemp by "Established Agricultural
13 Research Institutions," as defined by FAC Section 81000, prior to the adoption of reasonable
14 regulations, creates an urgent and immediate threat to the public health, safety or welfare of the
15 citizens and existing agriculture in Mono County; and

16 **WHEREAS**, Mono County has a compelling interest in protecting the public health, safety,
17 and welfare of its residents and businesses, in preventing the establishment of nuisances, and the
18 unregulated cultivation of industrial hemp is hereby declared to constitute a public nuisance; and

19 **WHEREAS**, This ordinance complies with State law and imposes reasonable regulations
20 that the Board of Supervisors concludes are necessary to protect the public safety, health and
21 welfare of residents and business within the County; and

22 **WHEREAS**, the Mono County Board of Supervisors has not had the opportunity to hear
23 adequate public comment or receive comprehensive input from local communities with regard to
24 the imposition of local land use or other regulations pertaining to the cultivation of industrial hemp;
25 and

26 **WHEREAS**, in order to preserve the status quo within the unincorporated areas of the
27 County and discourage harmful effects of unregulated cultivation of industrial hemp, while staff
28 and decision makers analyze and consider potential modifications to the General Plan and other
local regulations to address these issues, the Board of Supervisors desires to temporarily prohibit
cultivation of industrial hemp within the unincorporated areas of the County in accordance with
Government Code section 65858;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF
MONO FINDS AND ORDAINS THAT:**

SECTION ONE: For the reasons set forth above, and hereby adopted, the cultivation of
industrial hemp prior to the adoption of State and/or local regulations poses a current and
immediate threat to the public health, safety and welfare within the unincorporated areas of the
County.

1 **SECTION TWO:** Cultivation of industrial hemp for any purposes, including cultivation by
2 “Established Agricultural Research Institutions” as defined in FAC Section 81000, within the
3 unincorporated areas of Mono County is hereby temporarily prohibited to allow for the proper
4 study and assessment of public sentiment, State regulation and County land use and regulatory
5 needs as they relate to the activity.

6 **SECTION THREE:** During the temporary prohibition created by this ordinance, staff
7 shall identify and analyze the relevant issues associated with the cultivation of industrial hemp and
8 the impact these activities would have on law enforcement and the community at large, should such
9 activities not be regulated at the local level, and shall develop recommendations for the Board
10 regarding possible local land use or other regulations governing their implementation.

11 **SECTION FOUR:** If any section, subsection, sentence, clause, or phrase of this ordinance
12 is for any reason held to be invalid or unconstitutional by a decision of any court of competent
13 jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance.
14 The Board of Supervisors hereby declares that it would have passed this ordinance, and each and
15 every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional
16 without regard to whether any portion of this ordinance would be subsequently declared invalid or
17 unconstitutional.

18 **SECTION FIVE:** This ordinance shall become effective upon adoption as an urgency
19 measure pursuant to Government Code sections 65858 and 25123 and shall remain in effect, unless
20 extended as allowed by law, for 45 calendar days. The Clerk of the Board of Supervisors shall post
21 this ordinance and also publish it or a summary thereof in the manner prescribed by Government
22 Code section 25124 no later than 15 days after the date of its adoption.

23 **PASSED, APPROVED and ADOPTED** this 6th day of November, 2018,
24 by the following vote, to wit:

25 **AYES:** Supervisors Corless, Gardner, Peters, and Stump.

26 **NOES:** None.

27 **ABSENT:** None.

28 **ABSTAIN:** Supervisor Halferty.



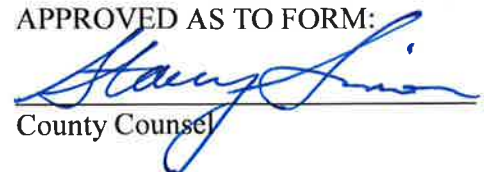
Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:



Clerk of the Board

APPROVED AS TO FORM:



County Counsel

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, the Mono County Board of Supervisors will conduct a public hearing at **9:30 AM, Tuesday, December 18, 2018** at the Board of Supervisors Chambers, 437 Old Mammoth Rd, Suite Z Mammoth Lakes, CA 93546, on a proposed extension of an ordinance titled, “An interim Ordinance of the Board of Supervisors of the County of Mono, State of California Pursuant to Government Code Section 65858 Prohibiting Cultivation of Industrial Hemp and Declaring the Urgency Thereof.” The proposed ordinance extends a temporary moratorium on the cultivation of industrial hemp while County staff determines the impacts of such cultivation and reasonable regulations to mitigate such impacts. Written comments may be filed with the Mono County Board of Supervisors by mailing to Clerk of the Board, PO Box 715, Bridgeport, CA or by e-mail to skendall@mono.ca.gov. If you wish to challenge any finding, determination or decision made regarding this project in court, you may be limited to raising only the issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered prior to the hearing. For more information, contact the Inyo/Mono Agricultural Commissioner’s Office at (760) 873-7860



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

Departments: CAO

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Dr. Stacey Adler, Superintendent of
Schools

SUBJECT Superintendent of Schools Report

AGENDA DESCRIPTION:

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

Dr. Stacey Adler, Superintendent of Mono County Office of Education, will give an update that includes: Footsteps to Brilliance and Getting Down to Facts II Report.

RECOMMENDED ACTION:

Receive update regarding County Office of Education activities.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Information documents</p>
--

History

Time	Who	Approval
12/13/2018 3:40 PM	County Administrative Office	Yes
11/6/2018 11:14 AM	County Counsel	Yes
11/6/2018 3:24 PM	Finance	Yes



**SUPERINTENDENT DR. STACEY ADLER & MONO COE
CELEBRATE ACHIEVEMENT OF OVER 27 MILLION WORDS READ
THROUGH THE TRAILS TO LITERACY EARLY LITERACY INITIATIVE**



December 5, 2018

EARLY RESULTS OF TRAILS TO LITERACY INITIATIVE

Dr. Stacey Adler is pleased to announce that Mono County students and children have increased time spent on essential early literacy skills by 7,075 hours and over 27,000,000 words. **The Trails to Literacy Early Literacy Initiative** is already impacting county families by increasing time spent on literacy outside of school hours and preparing the county's youngest residents for kindergarten.



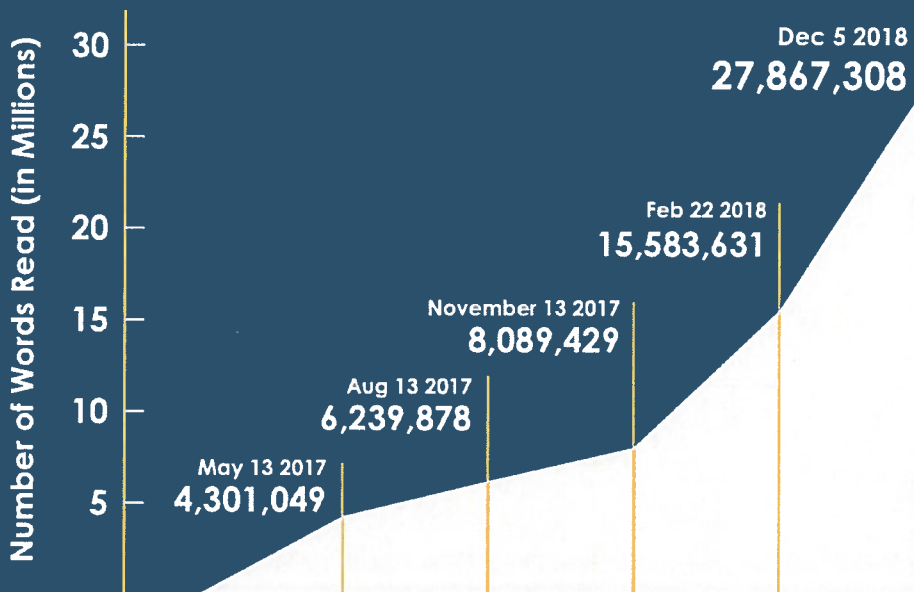
27,867,308
WORDS READ



7,075
TOTAL NUMBER OF
HOURS SPENT ON LITERACY



86,991
TOTAL NUMBER OF
BOOKS READ



WHY INVEST IN EARLY LITERACY?

Babies born today have only
2000 days
before Kindergarten
90%
of critical brain development will occur during this period

By age 3, children in poverty hear
30 MILLION
fewer words than their affluent peers.



5/6 ●●●●●○

children who read well by 3rd grade will graduate from high school on time.

Mono County COE is one of the **FIRST 50** in the nation fulfilling a promise with the White House Initiative for Educational Excellence for Hispanic Students.



**STUDENT
OUTCOMES**

Outcomes and Demographics of California's Schools <i>Brighthouse, Kurlaender, Reardon, Doss, Reber, Kalogrides, Reed</i>	Although student performance is improving, California's 4th and 8th grade students score below the national average in reading and math; and achievement gaps are greater in California than in the nation as a whole.
Charter Schools in California <i>Raymond, Slungaard Mumma, West</i>	California's charter schools enroll about 10% of public school students and many have strong student outcomes; however, the state's charter laws are weak on charter authorization, oversight, and renewal.
English Learners: Charting Their Experiences and Mapping Their Futures in California Schools <i>Santibañez & Umansky</i>	Providing appropriate instruction to California's 1.3 million English learners will require more attention to their diverse assets and needs using strategic approaches that capitalize on recent policy changes.
Early Childhood Education in California <i>Stipek</i>	Much of the large achievement gaps in California are evident at school entry, in part due to an early education system that is underfunded, fragmented, and inefficient.

GOVERNANCE

Implementing the Common Core State Standards in California Schools: A Work in Progress <i>Finkelstein & Moffitt</i>	Educators are generally positive about California's new academic standards, but making the shift requires professional learning that many school districts struggle to provide and the state does not have the capacity to support.
Continuous Improvement: Building System Capacity to Learn <i>Grunow & Hough</i>	"Continuous Improvement" as an approach is a dramatic departure from business as usual, and requires a significant investment in capacity building and data infrastructure.
Creating Coherent Systems to Support Education Improvement <i>Henig, Lyon, Moffitt, Plank</i>	Successful implementation of the Local Control Funding Formula and California's new academic standards hinges on how well diverse agencies and local school districts can work together.
The Local Control Funding Formula After Four Years: What Do We Know? <i>Koppich, Humphrey, Marsh, Polikoff, Willis</i>	School district leaders say that the Local Control Funding Formula has led to improved services, but they are concerned about inadequate base funding, challenges related to stakeholder engagement, and the state's mechanisms for accountability.
Making California Data More Useful for Educational Improvement <i>Phillips, Reber, Rothstein</i>	Good data is essential for schools, districts, and the whole system to improve student outcomes, but California lags far behind other states in the quality and availability of data.

PERSONNEL

Improving Teacher Practice <i>Bell, Santibañez, Taylor</i>	California's teacher data system makes it difficult to evaluate teachers' capabilities, diagnose weaknesses in teacher preparation programs, or assess the effectiveness of various professional pathways.
Teacher Supply Falls Short of Demand in High-Need Fields, Locations <i>Darling-Hammond, Goldhaber, Strunk, Sutcher</i>	Nearly three-quarters of California school districts report having teacher openings that they cannot fill; shortages are most severe in special education, math, and science and in rural and high poverty urban areas.
The Development and Distribution of School Leadership in California <i>Grissom & Sutcher</i>	School principals are central to school improvement, but the professional development activities that would be most helpful to their work, including peer observation, coaching and mentoring, are some of the least available.
Investments in Students' Physical and Mental Health in California's Public Schools <i>Reback</i>	California ranks at or near the bottom in school-based health services nationally, but providing basic mental and physical health services in every school would cost less than \$100 per pupil.

FINANCE

Financing School Facilities in California: A 10-Year Perspective <i>Brunner & Vincent</i>	School construction and modernization costs California billions every year, but the state's current policies do not provide enough funds to meet local needs and create disparities that advantage wealthier communities.
Working Toward K-12 Funding Adequacy: California's Current Policies and Funding Levels <i>Imazeki, Bruno, Levin, Brodziak de los Reyes, Atchison</i>	Despite recent increases in K-12 funding, substantial additional funds are needed for California to attain the goals it has for all students.
Effects of the Local Control Funding Formula on Revenues, Expenditures, and Student Outcomes <i>Johnson, Bruno, Tanner</i>	School funding in California has recovered from the recession and there's evidence that targeting money to districts with the greatest student need through the Local Control Funding Formula has led to improved student outcomes.
Pensions and California Public Schools <i>Koedel</i>	Pension costs are increasing and will meaningfully reduce local operating expenditures for districts unless the system is changed.
Revisiting Finance and Governance Issues in Special Education <i>Warren & Hill</i>	Special Education costs are rising, but state support and funding for Special Education has not; as a result, special education finance is a particular concern for district leaders.

EQUITY

Education Equity in California <i>Edley & Kimner</i>	In spite of recent efforts to address inequality in California schools, the data show consistent patterns of inequality of student outcomes based on race, ethnicity, language, special education, and poverty; persistent state education policy problems impact already disadvantaged students most severely.
--	---

**STUDENT
OUTCOMES**

College Readiness in the Era of Common Core <i>Kurlaender, Reed, Cohen, Ballis</i>	California's 11th grade tests of language arts and math—which are good predictors of college success—indicate that less than 30 percent of 11th grade students are ready for college-level work in both areas.
An Update to the 2014 CREDO Study Charter School Performance in California <i>Raymond</i>	Students who were economically disadvantaged made greater progress in charter schools on average than their peers in traditional public schools in 2014, but data to do the same analysis with current state tests were not available.
A Portrait of Educational Outcomes in California <i>Reardon, Doss, et al</i>	California's test scores, graduation rates and suspension rates have improved, but California still lags the nation both in average outcomes and in the equality of outcomes across student groups.
A Portrait of California Career Technical Education Pathway Completers <i>Reed, Kurlaender, Dougherty</i>	More than half of California's high schools offer career technical education programs, with students completing pathways at differing rates, by background characteristics.
Setting the Stage: Trends in Student Demographics and Enrollment in California <i>Reber & Kalogrides</i>	Though socio-economic conditions for California public school children have improved overall, one in five California schoolchildren live in poverty.
Early Childhood Education in California <i>Stipek et al</i>	Much of the large achievement gaps in California are evident at school entry, in part due to an early education system that is underfunded, fragmented, and inefficient.
State Policies to Advance English Learners' Experiences and Outcomes in California's Schools <i>Umansky</i>	California's English Learner Roadmap sets out a path for improving instruction and outcomes that national research supports, but implementation will require additional investments.

Technical Report Summaries

GOVERNANCE

Aims and Purposes of a State Schooling System: The Case of California <i>Brighthouse & Mullane</i>	California's educational goals fit into a larger discourse about the need for children to develop their capacity not just for academic achievement, but for broader outcomes such as intellectual, social emotional, and civic development.
Insights on Standards Implementation in California's Schools <i>Finkelstein et al.</i>	Surveys show teachers and principals are positive about the opportunities they've had to learn California's new standards, but teachers want more time to work together to adapt their teaching practice.
Towards a Common Vision of Continuous Improvement for California <i>Grunow, Hough, Park, Willis, Krausen</i>	"Continuous Improvement" as an approach is a dramatic departure from business as usual, and requires a significant investment in capacity building and data infrastructure.
Federal Policy Meets the "California Way" <i>Henig & Lyon</i>	The state's efforts to improve education can be supported or thrown off course by federal policies, making it important for state leaders to strategically manage relations with Washington, D.C., and potential allies in other states.
Using Data for Improvement: Learning from the CORE Data Collaborative <i>Hough, Byun, Mulfinger</i>	Timely, accessible, and meaningful data is essential for schools and districts to improve outcomes for students, but California lags far behind other states in supporting an infrastructure for data-driven decisionmaking.
The Local Control Funding Formula (LCFF): What Have We Learned After Four Years of Implementation? <i>Koppich & Humphrey</i>	The combination of increased resources and flexibility can improve student outcomes, but many districts do not have the capacity to allocate resources effectively and the state's new System of Support does not yet provide the help needed.
Taking stock of stakeholder engagement in California's Local Control Funding Formula: What can we learn from the past four years to guide next steps? <i>Marsh et al.</i>	New state policies emphasizing local control call for democratic involvement in school district goal setting and budgeting; districts that engage with their stakeholders more deeply are more strategic in targeting funds to high-need students.
Frontlines Perspectives on Instructional Support in the Common Core Era <i>Moffitt, Lyddon, O'Neill, Smith, Schenk, Willse, Cohen</i>	Most educators support the new standards and hope that the state continues to "stay the course;" they seek high-quality materials and opportunities to improve their instruction.
State Structures for Instructional Support in California <i>Moffitt, Lyddon, Morel, O'Neill, Smith, Willse, Cohen</i>	School districts need support in order to fulfill new responsibilities, and California's extensive system of agencies and professional networks could be instrumental in providing that support, yet coherence and capacity among these multiple actors is inconsistent.
Making California Data More Useful for Educational Improvement <i>Phillips, Reber, Rothstein</i>	California has a patchwork of data systems that, if integrated and made more accessible, could be leveraged to answer important questions to help improve student services and outcomes; significant improvements to data usefulness could be made at relatively low cost if California policymakers had the political will to do so.
Building a System of Support for School Improvement <i>Plank, O'Day, Cottingham</i>	California's fledgling System of Support —which brings together the Collaborative for Educational Excellence, the Department of Education, and 58 County Offices of Education—is not yet fully addressing the needs of local schools and districts.
In Need of Improvement? Assessing the California Dashboard after One Year <i>Polikoff, Korn, McFall</i>	The California School Dashboard is a bold and promising experiment in school accountability but it also has weaknesses, in both data and presentation.
Charter School Authorizing in California <i>Slungaard Mumma & West</i>	Charter school authorization in California is highly decentralized, with little accountability, in contrast to charter school policies in many other states.
In the Era of the Local Control Funding Formula: The Shifting Role of California's Chief Business Officers <i>Willis et al.</i>	Chief Business Officers are positive about the Local Control Funding Formula and have seen improvements in how districts make financial decisions, but they remain concerned about inadequate base funding and rising costs.

PERSONNEL

A System's View of California's Teacher Education Pipeline <i>Bell, White, White</i>	At a high level, California's teacher education system is aligned with its professional teaching standards, but the broad choices allowed in institutions' program designs result in wide variations in teaching candidates' learning opportunities.
Teacher Shortages in California: Status, Sources, and Potential Solutions <i>Darling-Hammond, Sutcher, Carver-Thomas</i>	The number of emergency teaching credentials has more than doubled since 2012-13; enduring solutions will need to take into account growing demand, a decline in enrollments in teacher preparation programs, and teacher turnover.
Teacher Staffing Challenges in California: Exploring the Factors that Influence Teacher Staffing and Distribution <i>Goldhaber, Strunk, Brown, Chambers, Naito, Wolff</i>	Staffing classrooms has become more challenging across California in recent years, but it is particularly challenging in some subjects and for disadvantaged and rural schools.
Assessing Equity in School Leadership in California <i>Grissom & Bartanen</i>	California principals in high-needs schools are less experienced, more likely to leave, and report lower salaries than their peers in other schools.
Can Teacher Evaluation Programs Improve Teaching? <i>Lovison & Taylor</i>	Evidence from a variety of programs in California points to both the promises and challenges for local school districts that are responsible for choosing teacher evaluation procedures.
Investments in Student Health and Mental Health in California's Public Schools <i>Reback</i>	Access to school-based health care and mental health services is important for student success, but fewer than 20% of elementary schools offer physical health services and fewer than 40% provide any kind of mental health services.
Teaching English Learners in California: How Teacher Credential Requirements in California Address their Needs <i>Santibañez & Snyder</i>	English learners are more likely than other California students to be taught by early career teachers whose preparation and induction may not be sufficient.
Learning to Lead: Understanding California's Learning System for School and District Leaders <i>Sutcher et al.</i>	Many California principals have experienced some high-quality preparation and professional development, but very few have had comprehensive training, although principals trained after 2013 seem better prepared.

FINANCE

Financing School Facilities in California: A Ten-Year Perspective <i>Brunner & Vincent</i>	School construction and modernization costs California billions every year, but the state's current policies do not provide enough funds to meet local needs and create disparities that advantage wealthier communities.
District Dollars 2: California School District Finances, 2004-05 through 2016-17 <i>Bruno</i>	Per-pupil spending in California has consistently been well below the national average, even with recent increases.
Adequacy and State Funding Formulas: What Can California Learn From the Research and National Context? <i>Imazeki</i>	Despite recent improvements in K-12 funding, California spends less than many states with similarly high costs of living and, as a result, our schools have fewer resources than schools in other states, particularly the number of adults per student.
Money and Freedom: The Impact Of California's School Finance Reform On Academic Achievement And The Composition Of District Spending <i>Johnson & Tanner</i>	Early evidence on the Local Control Funding Formula shows that money targeted to districts with the greatest student need has led to improvements in student outcomes.
Pensions and California Public Schools <i>Koedel & Gassman</i>	Pension costs are increasing and will meaningfully reduce local operating expenditures for districts unless the system is changed.
What Does It Cost to Educate California's Students? A Professional Judgment Approach <i>Levin, Brodziak, Atchison, et al.</i>	Experts estimate that it would take a 38% increase in spending to provide the services needed to give all California students opportunities to succeed in college and career.
Revisiting Finance and Governance Issues in Special Education <i>Warren & Hill</i>	Special Education costs are rising, but state support and funding for Special Education has not; as a result, special education finance is a particular concern for district leaders.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

Departments: Information Technology

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Nate Greenberg

SUBJECT Information Technology Allocation List Change

AGENDA DESCRIPTION:

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

This item is requesting that the Board authorize the addition of a Business Operations Manager position to the IT Department. This position is the full supervisory level classification within the Services Division and responsible for the day-to-day operations of the customer service aspect of the department. Additionally, after moving a previous Systems Administrator incumbent into the role of Communications Specialist, our second Systems Administrator has taken on more responsibilities and is now fulfilling the expectations of the Senior Systems Administrator position.

RECOMMENDED ACTION:

Authorize the modification of the County of Mono List of Allocated Position to increase the allocation of a Business Operations Manager and Senior Systems Administrator by one each and decrease the allocation of Systems Administrator position by two in the IT Department.

FISCAL IMPACT:

These changes will have no fiscal impact in FY 18-19 due to underfilled positions and the exchange of one Range 81 position for another. If not for the underfilling, the fiscal impact in future years may be as much as an additional \$4,400 in the IT budget.

CONTACT NAME: Nate Greenberg

PHONE/EMAIL: (760) 924-1819 / ngreenberg@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

[Org Chart / Career Pathway](#)

[Position Description - Business Operations Manager](#)

History

Time	Who	Approval
12/13/2018 3:46 PM	County Administrative Office	Yes
12/4/2018 5:37 AM	County Counsel	Yes
12/13/2018 1:54 PM	Finance	Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546
(760) 924-1819 • FAX (760) 924-1697 • ngreenberg@mono.ca.gov

Nate Greenberg
Information Technology Director

December 18, 2018

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Modification of Allocation List: Replace one Systems Administrator with Business Operations Manager;
Replace one Systems Administrator with Senior Systems Administrator

Recommendation

Authorize the modification of the County of Mono List of Allocated Position to increase the allocation of a Business Operations Manager and Senior Systems Administrator by one each and decrease the allocation of Systems Administrator position by two in the IT Department.

Discussion

With the recent departure an incumbent supervisor overseeing the Services Division of the IT Department, we are in need of recruiting a replacement individual for that role. The incumbent supervised that team from the position of IT Specialist III. This position is designed to be largely technical, yet still have supervisory responsibilities.

This item is requesting that the Board authorize the addition of a Business Operations Manager position to the IT Department. This position is the full supervisory level classification within the Services Division and responsible for the day-to-day operations of the customer service aspect of the department.

Additionally, after moving a previous Systems Administrator incumbent into the role of Communications Specialist, our second Systems Administrator has taken on more responsibilities and is now fulfilling the expectations of the Senior Systems Administrator position.

Fiscal Impact

These changes will have no fiscal impact in FY 18-19 due to underfilled positions and the exchange of one Range 81 position for another.

Strategic Plan Alignment

2018 – 2019 Mono County Focus Areas

- Improve Public Safety & Health
- Enhance Quality of Life for County Residents
- Fiscally Healthy County & Regional Economy
- Improve County Operations
- Support the County Workforce

IT Strategic Initiatives

- I. Business Operations and Efficiency
- II. Communications, Broadband, and Accessibility
- III. Infrastructure Resiliency and Security



R18-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE
OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS
TO ADD 1 BUSINESS OPERATION MANAGER POSITION, ADD 1 SENIOR
SYSTEMS ADMINSTRATOR AND DELETE 2 SYSTEMS ADMINISTRATOR
POSITION IN THE DEPARTMENT OF INFORMATION TECHNOLOGY**

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 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:

SECTION ONE: The County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to increase the allocation of a full-time permanent Business Operations Manager in the Department of Information Technology by 1 (new total of 1) (salary range of \$6,220 – 7,561per month) and a full-time permanent Senior Systems Administrator in the Department of Information Technology by 1 (new total of 1) (salary range of \$6,566 - \$7,981);

SECTION TWO: The County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions decrease the allocation of full-time permanent Systems Administrator in the Department of Information Technology by 2 (new total of 0) (salary range of \$6,220 – 7,561per month).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

>
>
>

PASSED, APPROVED and ADOPTED this ___ day of _____ 2018, by the following vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

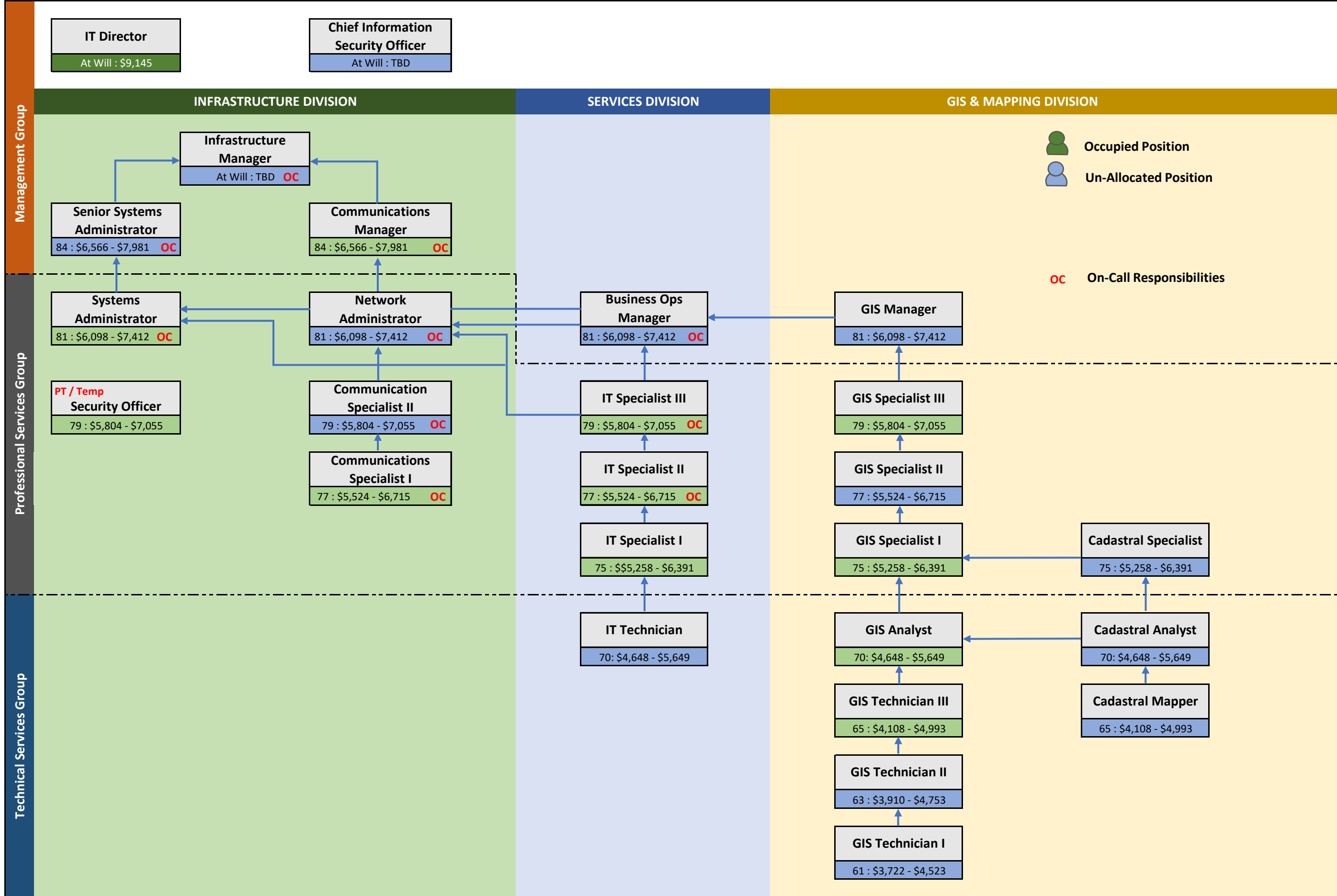
APPROVED AS TO FORM:

Scheereen Dedman
Clerk of the Board

Stacey Simon
County Counsel

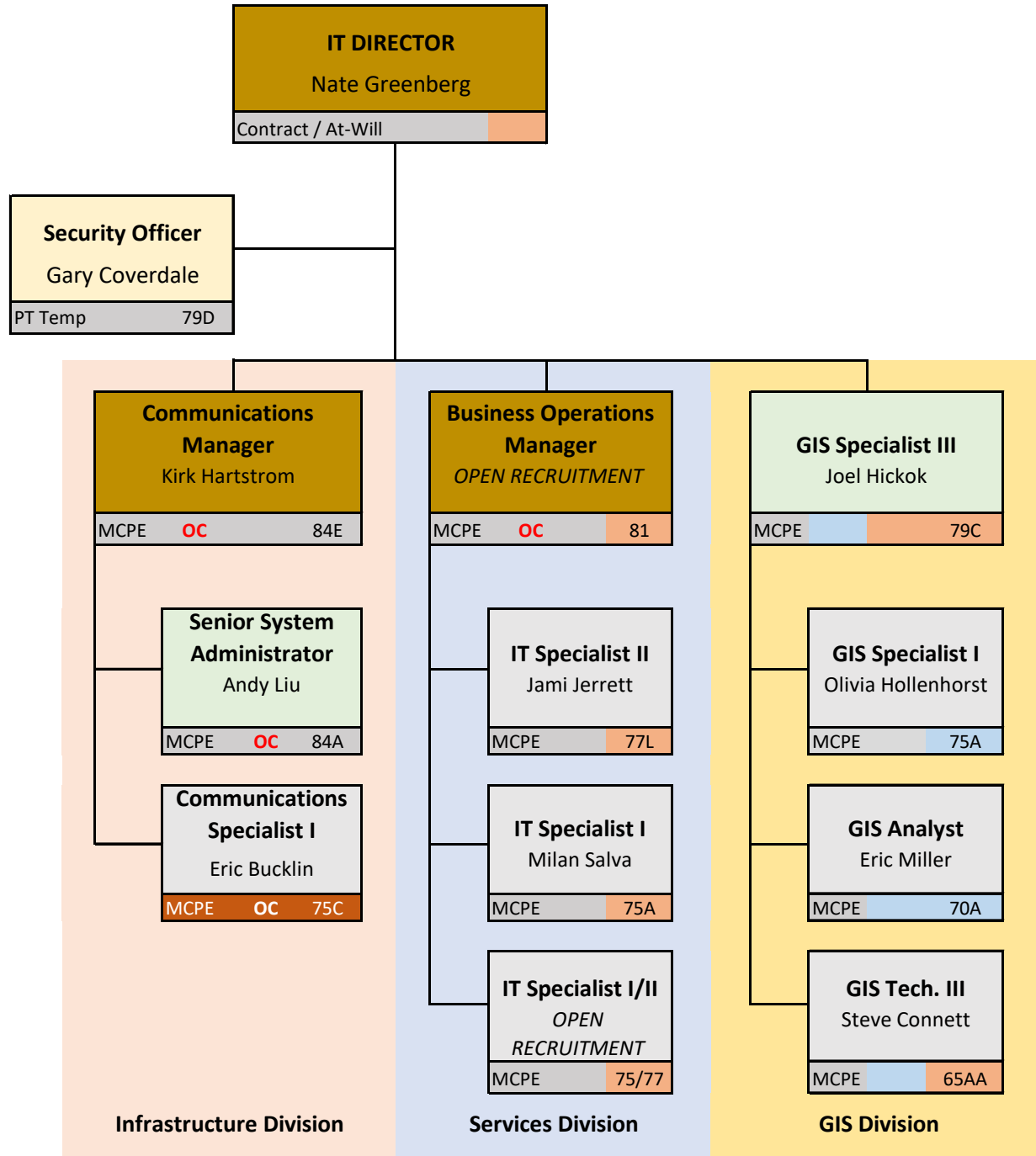
MONO COUNTY INFORMATION TECHNOLOGY

Career Roadmap with Current Position Allocations



MONO COUNTY INFORMATION TECHNOLOGY

2018-2019 Proposed Departmental Structure



FUNDING STREAM	POSITION TYPE
General Fund	Management
Town of Mammoth Lakes	Supervisor Capacity
Local Transportation Commission	Regular Employee
Radio Budget	Temporary Employee

OC On-Call Responsibilities

BUSINESS OPERATIONS MANAGER

Services Division

DEFINITION

Under direction, to supervise and direct the Services Division engaged in providing end user technical support and training on core technology systems and infrastructure involving the design, configuration, installation, and troubleshooting of desktop and laptop hardware, software, operating systems, printers and peripherals, networks and network-attached devices. Serves as a project leader and provides support, work direction, coordination, mentorship, and scheduling of support staff. Performs other work as assigned.

DISTINGUISHING CHARACTERISTICS

This is the full supervisory level classification for the Information Technology Specialist series, which provides support for County computers, networks and phone systems. Incumbents are responsible for participating in, planning, assigning, reviewing, and approving the work of subordinates, including providing functional and administrative supervision over assigned staff. Incumbents use advanced technical and leadership skills to provide a variety of support services and lead implementations of complex systems and technologies within an ever changing landscape of customer needs, as a means to ensure security, and prevent single point of failure. Excellent verbal communication and presentation skills are requisite, as is the ability to plan, effectively manage time, and organize a team around projects. Errors in judgement can jeopardize projects significant in terms of lost dollars, time, and image, as well as potential legal exposure as result of compliance or data loss.

REPORTS TO

Infrastructure Manager
Information Technology Director

CLASSIFICATIONS DIRECTLY SUPERVISED

Provides supervision, direction, scheduling, training for the IT Specialist Series.

EXAMPLES OF DUTIES

Duties include but are not limited to the following:

- Provides expert level technical support on hardware and software used by agency personnel.
- Ensures expert level technical support on hardware and software is provided to agency staff.
- Resolves highly complex system errors and issues, which involve advanced knowledge of operating systems, networks, and deployed software.
- Plans, determines requirements, tests, participates in the design and implementation of complex computer systems.
- Ensures security compliance with agency policies, contracts, and partnerships, in a manner that reflects industry standards.
- Is responsible for documentation, and ensuring accuracy and completeness for agency technology systems.
- Leads efforts in problem analysis and recommending corrective action to those problems as necessary.
- Provides mentorship and guidance for other IT Specialist staff with functional supervision duties.

- Provides functional and administrative supervision over assigned staff including priorities.
- Leads Business Analysis efforts with customers and ensures customer success of implemented systems.
- Serves as a project manager, coordinating administrator work and end-user support needs to ensure the overall lifecycle of technology implementation efforts.
- Maintains accurate records and develops documentation for County technology systems.
- Oversees the development and evaluation of Countywide Standards, procedures, policies and documentation in conjunction with the IT Director.
- Attends trainings, seminars and user conferences to inform agency recommendations and practices.
- Performs other related duties as assigned.

QUALIFICATIONS

Thorough knowledge of:

- The methods and techniques used in the installation, configuration, support and troubleshooting of relevant operating systems, software applications, hardware and peripherals.
- Methods to analyze and recommend business solutions to meet customers' needs and requirements.
- Commonly and/or locally used operating systems, software applications and hardware.
- Principles, practices, and methods of Project Management.
- Problem analysis techniques such as Root Cause Analysis.

Working knowledge of:

- Network concepts and administration including telephony and video communication.
- Enterprise system administration and user management including high level security awareness.
- Principles, practices, and methods of training, mentoring, and supervision.
- The importance of timely implementation of changes.

Some knowledge of:

- The methods and techniques of developing and monitoring project budgets.
- General knowledge of Requests for Proposals (RFP) and Feasibility Study Reports (FSR).

Ability and willingness to:

- Expertly install, upgrade, and maintain desktop hardware and software.
- Oversee documentation efforts to ensure quality and usability for department staff.
- Develop, oversee, and participate in training for agency and IT Department staff.
- Ensure smooth operation of core business systems, including but not limited to system maintenance, backup & disaster recovery, network and transaction monitoring, and other related aspects.
- Demonstrate strong business process and project management skills, including setting goals and priorities oriented around increasing efficiency.
- Conduct Business Analysis efforts in order to develop innovative solutions to meet customer's needs.
- Accurately gather and organize data to make recommendations.
- Ensure compliance with standards of performance that are tied to organizational goals that control, develop, and enhance staff productivity.

- Coordinate projects and resources by establishing priorities and directing activities of assigned work.
- Gather and provide accurate budget information and track effectively throughout the lifecycle of projects and initiatives.
- Prepare, clear, concise and accurate presentations and reports for technical and non-technical audiences.
- Attend trainings, seminars and user conferences to inform agency recommendations and practices.
- Serve as a Disaster Service Worker during certain emergency operations.
- Be service oriented, effectively represent the County's Information Technology Department, and inspire others to think creatively for the good of the County.
- Establish and maintain cooperative working relationships.
- Maintain confidentiality.

TRAINING AND EXPERIENCE:

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

A Bachelor's degree from an accredited college or university in a computer related field and five (5) years of experience performing both technical support and training;

OR

Six (6) years of experience performing Tier 1 technical support and training for a similar organization.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 50 pounds on an occasional basis and in excess of 50 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; excellent verbal communication; use of office equipment.

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; exposure to electrical energy and dust; frequent contact with staff and the public.

SPECIAL REQUIREMENTS:

- Satisfactory completion of a Department of Justice background investigation.
- Possession of a valid driver's license and occasional need to drive in excess of 100mi./day.
- May be asked to work other than a normal 8:00 AM to 5:00 PM shift including On-Call/After-Hours emergency support.

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.

Created : July, 1999
Revised : September, 2016
Salary Range 81



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

Departments: Community Development

TIME REQUIRED 5 minutes

PERSONS G. Le Francois

SUBJECT Appointments to the Antelope Valley
Regional Planning Advisory
Committee

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Board of Supervisors to consider appointments to the Antelope Valley Regional Planning Advisory Committee.

RECOMMENDED ACTION:

Make appointments to the Antelope Valley Regional Planning Advisory Committee.

FISCAL IMPACT:

None.

CONTACT NAME: Gerry Le Francois

PHONE/EMAIL: 760.924.1810 / glefrancois@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
RPAC Applications

History

Time	Who	Approval
12/13/2018 4:51 PM	County Administrative Office	Yes
12/13/2018 1:58 PM	County Counsel	Yes
12/13/2018 9:41 AM	Finance	Yes

Mono County Community Development Department

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

Planning Division

PO Box 8
Bridgeport, CA93517
760.932.5420, fax932.5431
www.monocounty.ca.gov

December 18, 2018

To: Mono County Board of Supervisors
From: Gerry Le Francois, Principal Planner
Subject: Antelope Valley Regional Planning Advisory Committee (AVRPAC) appointments

Action Requested

- 1) Appoint Mike Curti, Arden Gerbig, Mark Langner, Don Morris, Bruce Woodworth, Patti Hamic-Christensen, and Debbi Harrison to four-year term on the Antelope Valley RPAC.

Fiscal/Mandates Impact

No fiscal impacts are expected.

Current Fiscal Year Budget Projections

No impact is expected on current fiscal year budget projections.

Discussion

The existing membership and their current terms are below. Orval Mosby has resigned. Mike Curti, Arden Gerbig, Mark Langner, Don Morris, Bruce Woodworth, and Patti Hamic-Christensen are reappointments. Debbi Harrison is a new appointment to the Antelope Valley RPAC.

	Members (terms are four years):	Term expires	New Terms
1	Dan Anthony	12.31.2020	
2	Mike Curti	12.31.2018	12.31.2022
3	Arden Gerbig	12.31.2018	12.31.2022
4	Mark Langner	12.31.2018	12.31.2022
5	Don Morris	12.31.2018	12.31.2022
6	John Vannoy	12.31.2020	
7	Bruce Woodworth	12.31.2018	12.31.2022
8	Ned Welsh	12.31.2020	
9	Katy Buell	12.31.2020	
10	Charles Brown	12.31.2020	
11	Roger Donahue	12.31.2020	
12	Patti Hamic-Christensen	12.31.2018	12.31.2022
13	Debie Bush	12.31.2020	
14	Eric Edgerton	12.31.2022	
15	Debbi Harrison		12.31.2022

Existing By-Laws allow for 15 members. This item is sponsored by Supervisor John Peters. If you have any questions regarding this item, please contact Gerry Le Francois at 924.1810 or glefrancois@mono.ca.gov

Regional Planning Advisory Committees

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


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

MEMBERSHIP APPLICATION


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

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

Mike Curti _____

Address  _____

City/State/Zip _____ Coleville Ca, 96107 _____

Phone (day)  Phone (eve.) _____

Email _____ curtiranch@yahoo.com _____

Occupation/Business _____ Rancher _____

Special interests or concerns about the community:

Signature _____ Mike Curti _____ Date _____
12/10/2018 _____

Regional Planning Advisory Committees

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

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

MEMBERSHIP APPLICATION

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

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

Name ARON D. GERBER

Address [REDACTED]

City/State/Zip LOREVILLE, CA. 96107

Phone (day) [REDACTED] Phone (eve.) Same

Email grannyg@scnat.net

Occupation/Business RETIRED BUSINESSMAN/RANCHER

Special interests or concerns about the community:

Original & Continuous Member of RPAC since
its inception
Water Rights & Usage
was Chairman of Mt Lake RPAC Project to
insure its continued upkeep & development
maintain the quality of life & the
personality of our community.

Signature Aron Gerber Date 12/7/18

Mono County Regional Planning Advisory Committees

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

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

MEMBERSHIP APPLICATION

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

Please choose the RPAC in your area:

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

Name MARK LANGNER

Address [REDACTED]

City/State/Zip Colusa CA 96107

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

Email lynnimarkd@hotmail.com

Occupation/Business retired state employee

Special interests or concerns about the community:

I have been an RPAC member for many years
I believe that its important that the conservation /
environmental viewpoint be represented w/in this group.
I have served as secretary on the RPAC for several
years, am an active member of the community and am
willing and able to help.

Signature Mark Langner Date 11/7/18

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

Regional Planning Advisory Committees

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

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

MEMBERSHIP APPLICATION

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

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

Name Don Morris

Address [REDACTED]

City/State/Zip Coleville Ca 96107

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

Email Don Morris 95 Gmail.com

Occupation/Business Jacob Construction - MCMUTC

Special interests or concerns about the community:

Fire Dept - Commissioner

Our Lady of the Valley - Board member

Signature [Signature] Date 12-7-18

Regional Planning Advisory Committees

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

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

MEMBERSHIP APPLICATION

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

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

Name Bruce Woodworth

Address [REDACTED]

City/State/Zip Colville CA 96107

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

Email woodworthsaw@gmail.com

Occupation/Business LAND Surveyor

Special interests or concerns about the community:

TRAILS, PLANS, WATER, GROUND WATER,

CONTINUED NURTURING OF LOCAL COMMUNITY
UNIQUENESS THROUGH LOCAL AREA PLANS

Signature [Handwritten Signature] Date 11-04-2018

Regional Planning Advisory Committees

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

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

MEMBERSHIP APPLICATION

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

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

Name Patti Hamic-Christensen

Address [REDACTED]

City/State/Zip Walker Ca 96107

Phone (day) [REDACTED] Phone (eve.) _____

Email pitenpat@yahoo.com

Occupation/Business Retired Social Services Director

Special interests or concerns about the community:

Identifying needs of community members and finding ways to accomplish them

Signature Patti Hamic-Christensen Date 11/4/18

Regional Planning Advisory Committees

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

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

MEMBERSHIP APPLICATION

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

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

Name Debbi HARRISON

Address [REDACTED]

City/State/Zip Walker Ca 96107

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

Email dharrison@schaf.net

Occupation/Business Retired

Special interests or concerns about the community:

I've lived here since 2014 but have been coming for the last 37 years to visit family. I would like to see us bring in more business and clean up the run down houses along 395. Also help bring more senior activities to the town.

Signature D Harrison Date 12-7-18



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

Departments: County Administrative Office

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Jay Sloane

SUBJECT Community Center Fee and Policy
Review

AGENDA DESCRIPTION:

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

Presentation by Jay Sloane regarding Community Center fees, policies, and issues with late night events with large groups, especially when alcohol is present.

RECOMMENDED ACTION:

1. Consider a fee and security deposit increase for events at community centers when alcohol is present in the amount of \$500 and \$1500, respectively.
2. Consider an event closing time of 9:00 p.m. instead of 10:00 p.m.
3. Consider prohibiting alcohol at the Crowley Lake Community Center and/or all community centers.
4. Discuss approaching the Town of Mammoth about renting their community center for parties.
5. Discuss fees charged at Chalfant Community Center, including what the use fee pays for.
6. Clarify any additional Board questions regarding community centers, including fee waivers and reoccurring event costs.
7. Provide direction to staff for potential actions items to address at a future board meeting.

FISCAL IMPACT:

None.

CONTACT NAME: Jay Sloane

PHONE/EMAIL: 760-932-5405 / jsloane@mono.ca.gov

SEND COPIES TO:

Jay Sloane

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Jay Staff Report Community Center](#)

[Reso ComCenter Jay](#)

[ComCenter CLCC](#)

[other CC agreements Jay](#)

History

Time	Who	Approval
12/13/2018 4:53 PM	County Administrative Office	Yes
12/13/2018 4:59 PM	County Counsel	Yes
12/13/2018 1:17 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Leslie Chapman
County Administrative Officer

To: Board of Supervisors
From: Jay Sloane, Risk Manager
Date: 12/18/2018

Subject

Community Center Fee and Policy Review

Recommendation

1. Consider a fee and security deposit increase for events at community centers when alcohol is present in the amount of \$500 and \$1500, respectively.
2. Consider an event closing time of 9:00 p.m. instead of 10:00 p.m.
3. Consider prohibiting alcohol at the Crowley Lake Community Center and/or all community centers.
4. Discuss approaching the Town of Mammoth about renting their community center for parties.
5. Discuss fees charged at Chalfant Community Center, including what the use fee pays for.
6. Clarify any additional Board questions regarding community centers, including fee waivers and reoccurring event costs.
7. Provide direction to staff for potential actions items to address at a future board meeting.

Discussion

Mono County has six community centers located throughout the County: Benton, Bridgeport, Chalfant, Crowley Lake, June Lake, Lee Vining, and Walker. These community centers are frequently used for various meetings, workshops, exercise classes, weddings, and parties. A few times a year, we receive complaints about community center neglect and late-night noise. While this has affected the Crowley Lake Community Center most of the time, this has also affected the Bridgeport Memorial Hall, Lee Vining Community Center, and the June Lake Community Center.

The use fee for the Crowley Lake Community Center is currently \$150 without the kitchen and \$200 if the kitchen is being used. The fee for all other community centers is \$75 without the kitchen and \$100 if the kitchen is being used. The security deposit for all community centers is \$300 without alcohol and \$500 if alcohol is present. If alcohol is present, the County requires that the user purchase insurance to cover any property damage or bodily injury, but the use fee is the same. The use fee is waived for non-profits and government agencies per Resolution R09-08. If an event is regularly scheduled/repetitive, then the charge is one fee for a twelve-week period per the Use Agreement (provided that a fee waiver does not apply).

Supervisor Stump would like to propose a fee and security deposit increase for events with alcohol. The proposal is for the fee to be increased to \$500 and the security deposit to be increase to \$1500. He would also like to propose an event end time of 9:00 p.m. instead of the current closing time of 10:00 p.m. Additionally, he would like to encourage the Town of Mammoth to rent their community center for parties.

Fiscal Impact

None.

Attached

Community Center Resolution. Community Center Use Agreements.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. R09-08

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS SUPERSEDING AND REPEALING RESOLUTION NUMBER 91-09 SETTING FORTH POLICIES AND ESTABLISHING FEES FOR THE USE OF COUNTY COMMUNITY CENTERS

WHEREAS, in 1991 the Board of Supervisors enacted Resolution 91-09, setting forth policies and establishing fees for the use of county community buildings (i.e., community centers); and

WHEREAS, Resolution 91-09 addressed a variety of issues concerning the use of the County's community centers including, but not limited to: insurance requirements; the handling of keys, deposits, and fees (including exemptions from fees); event scheduling; and the role of event coordinators; and

WHEREAS, since Resolution 91-09 was enacted, several new community centers have been built in Mono County and the costs and liabilities associated with operating all of the County's community centers have changed; and

WHEREAS, in light of the foregoing, it is necessary to update the policies and fees associated with the use of the County's community centers in order to take into account the passage of time and changed circumstances.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO as follows:

SECTION ONE: FEES AND DEPOSITS

A. Findings

The Board of Supervisors hereby finds and determines that:

1. The charge to the public for use of County community centers should be fair and reasonable given market conditions in the community in which the center is located, the amenities available at the center, and taking into consideration the County's costs to maintain and make the centers available for use by the public.
2. The current cost to the County to make its community centers available to the public, including but not limited to the cost of administration, insurance, climate control, maintenance, repair, and deep cleaning (hereinafter "Cost"), is estimated to exceed \$200.00 per use.
3. Considering the market conditions in the unincorporated areas of the County, the demand for use of the community centers, the amenities offered by each center, and the Cost associated with making the community centers available, the fees set forth in subsection B.1 of this section are considered to be fair and reasonable.
4. In addition to the Cost described above, the County incurs potential additional expense when it authorizes the public to utilize a County community center because of the potential for damage to the center or the failure of the user to clean the

1 center and return it to its original condition. The amount of that potential additional
2 expense is impossible to estimate with any specificity as it depends on the individual
3 repair and/or cleaning required. Moreover, past experience has been that property
4 damage and/or a failure to clean are more likely to be associated with uses at which
5 alcohol is present. In order to offset this potential additional expense, it is fair and
6 reasonable to require that deposits in the amounts set forth in subsection B.2 of this
7 section be paid.

8 **B. Fees and Deposits Established**

9 Except as provided in Section Two, fees and mandatory deposits for the use of
10 the County's community centers are hereby established as follows and shall be
11 administered and paid in accordance with the County's Community Center Use
12 Agreement.

13 **1. Fees**

14 For the Crowley Lake Community Center:	
Fee (per use, w/o kitchen)	\$150.00
Fee (per use, w/kitchen)	\$200.00
15 For Community Centers other than Crowley Lake:	
Fee (per use, w/o kitchen)	\$ 75.00
Fee (per use, w/kitchen)	\$100.00
16 2. Deposits	
Deposit (per use, alcohol present)	\$500.00
Deposit (per use, alcohol not present)	\$300.00

17 **C. Definitions**

18 For the purposes of this Section, a "use" shall be defined as an event occurring on
19 one calendar day or, for repetitive events (e.g., a class meeting every Wednesday), an
20 event occurring on any number of calendar days for up to a twelve-week period. Fees
21 must be paid for each "use" of a County Community Center. For example, for a
22 repetitive event lasting from between thirteen to twenty-four weeks, the fee must be
23 paid two times.

24 **SECTION TWO: FEE WAIVERS**

25 Fees for the use of the County's community centers (but not deposits) shall be
26 waived for certain nonprofit organizations and local governmental agencies in
27 accordance with this Section.

28 **A. Public Purpose**

The Board of Supervisors hereby finds and determines that:

1. The activities of certain nonprofit organizations and local government agencies promote public purposes of the County such as cultural enrichment, community service, economic development, education, and public health and welfare; and

1 2. Many nonprofit organizations and local government agencies promote
2 these public purposes through events held at the county's community centers; and

3 3. Exempting them from the payment of fees for such uses would support
4 their activities and the public purposes they promote.

4 B. Entities Eligible for Fee Waiver

5 Except as provided in paragraph C, the following types of nonprofit
6 organizations and local government agencies shall be exempt from the payment of fees
7 for the use of the County's community centers:

- 8 • charities and other nonprofit organizations exempt from federal taxes
9 pursuant to Internal Revenue Code section 501(c)(3)
- 10 • civic leagues and other nonprofit organizations exempt from federal taxes
11 pursuant to Internal Revenue Code section 501(c)(4)
- 12 • chambers of commerce and other nonprofit organizations exempt from
13 federal taxes pursuant to Internal Revenue Code section 501(c)(6)
- 14 • clubs and other nonprofit organizations exempt from federal taxes
15 pursuant to Internal Revenue Code section 501(c)(7)
- 16 • bona fide school organizations such as parent-teacher associations,
17 "boosters," and sports teams
- 18 • federally-recognized Indian tribes in the County and bona fide tribal
19 organizations such as Indian community associations
- 20 • government agencies in the County (e.g., the Town of Mammoth Lakes,
21 schools, libraries, special districts, joint powers agencies, and state and
22 federal agencies) and auxiliaries or other bona fide organizations affiliated
23 with such agencies
- 24 • any other nonprofit organizations expressly exempted from the payment
25 of such fees by minute order of the Board of Supervisors.

26 C. Inapplicability of Fee Waiver

27 Notwithstanding paragraph B, or any other provision of this Resolution, no
28 exemption from community center use fees shall exist or be granted with respect to
either of the following:

- events that are not open on equal terms to all interested members of the
public (e.g., events that are invitation-only or are otherwise restricted to
certain members of the public)
- organizations who do not operate or conduct any of their regular (i.e.,
non-fundraising) activities within Mono County.

D. Determination of Eligibility for Fee Waiver

1 County staff may require any organization seeking an exemption from fees
2 pursuant to this Resolution to submit such documentation or other proof as County
3 staff may deem necessary and appropriate to verify their tax-exempt status or other
4 basis for eligibility.

5 In the event that eligibility for fee waiver is unclear, the County Administrator,
6 in consultation with County Counsel and the Finance Director, shall have the authority
7 to interpret this Section to determine its applicability to a particular event or
8 organization. The County Administrator's decision shall be final.

9 **SECTION THREE: INSURANCE REQUIREMENTS**

10 Insurance for events, gatherings, meetings, or other activities held at a community
11 center shall be provided in such form and in such amounts as determined by the Mono
12 County Risk Manager to be necessary and/or prudent, and as set forth in the agreement
13 authorizing said use executed pursuant to Section Five of this Resolution.

14 **SECTION FOUR: EVENT COORDINATORS; DUTIES**

15 **A. Community Member**

16 The County may utilize a responsible individual living near to (or in the same
17 community as) a community center to serve as an Event Coordinator for that community
18 center. The duties of Event Coordinators may include, among other things: the distribution
19 and management of building keys; the receipt of deposits and fees; and the calendaring of
20 Events. The scope of the Event Coordinator's duties, and the agreed-upon compensation
21 and other terms and conditions, shall be set forth in a written agreement.

22 **B. Existing County Staff**

23 The County Administrative Officer may designate existing staff to serve as an Event
24 Coordinator at some or all of its community centers in lieu of, or in conjunction with, an
25 Event Coordinator designated pursuant to paragraph A. In the event staff is designated to
26 coordinate some or all community center events (or to coordinate components of such
27 events in conjunction with an Event Coordinator), then such duties shall be consistent with
28 the delegation.

SECTION FIVE: AUTHORITY TO SIGN USE AGREEMENTS

The Board of Supervisors hereby delegates the authority to sign agreements for the
use of the County's community centers to the Director of the Department of Public Works
or his designee or, in the event that the County Administrative Officer has designated staff
to coordinate events in accordance with paragraph B of Section Four of this Resolution, to
the person occupying the designated position or his designee. All agreements must be
approved as to form by County Counsel and approved as to insurance and risk
management issues by Risk Management.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECTION SIX: This resolution shall supersede and repeal Resolution No. 91-09 in its entirety and Resolution No. 91-09 shall be of no further force or effect.

APPROVED and **ADOPTED** this 17th day of February, 2009, by the following vote, to wit:

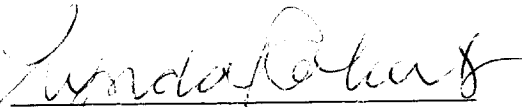
AYES: Supervisor Bauer, Farnetti, Hazard, Hunt and Reid.
NOES: None.
ABSENT: None.
ABSTAIN: None.



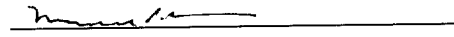
BILL REID, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:



Clerk of the Board



COUNTY COUNSEL

**MONO COUNTY
COMMUNITY CENTER
USE AGREEMENT**

CROWLEY LAKE

WHEREAS, the County of Mono ("County") owns and maintains several community centers throughout the county, which it is willing to make available to the public for activities, special events, meetings, and other gatherings ("Events"); and

WHEREAS, _____ (insert name of user) ("User") would like to use the community center described above for an Event and is willing to agree to the terms and conditions contained herein in exchange for County's authorization to do so.

I. EVENT DESCRIPTION AND DETAIL

Date of Event: _____ Hours of Event: _____ to _____

Type of Event: _____ (e.g., wedding, party, meeting, class, workshop)

Is the Event repetitive (i.e., does it occur on more than one date)? _____

If repetitive, please list each date individually. Note that this Use Agreement is valid for up to twelve weeks for repetitive events. A new Agreement is required for repetitive Events lasting more than twelve weeks.

_____.

Type of User:

(Check one) Individual For-Profit Entity Non-Profit Organization Public Entity

Other (please describe) _____

Number of people attending event: _____ (if more than 75, please see paragraph 10.)

Contact person and information:

(Name) _____

(Mailing address) _____

(Phone number) _____

(E-mail address) _____

//////////

User please answer the following by marking the appropriate boxes:	YES	NO
A. Will the kitchen be used?	<input type="checkbox"/>	<input type="checkbox"/>
B. Will alcoholic beverages be present or provided?	<input type="checkbox"/>	<input type="checkbox"/>
C. Will alcoholic beverages be sold?	<input type="checkbox"/>	<input type="checkbox"/>
D. Will there be any attendees under the age of 18?	<input type="checkbox"/>	<input type="checkbox"/>
E. Will food be provided to the general public?	<input type="checkbox"/>	<input type="checkbox"/>
F. Will the Event be open to the general public?	<input type="checkbox"/>	<input type="checkbox"/>
G. Will there be more than 50 people in attendance at the Event?	<input type="checkbox"/>	<input type="checkbox"/>
H. Will <u>food</u> or <u>goods</u> be sold? (circle one or both, if applicable)	<input type="checkbox"/>	<input type="checkbox"/>

II. TERMS AND CONDITIONS

User is hereby authorized to use the Mono County community center noted above (the "Community Center") on the date and time and for the type of Event specified in section I of this Agreement, in accordance with the following terms and conditions:

1. DEPOSIT AND USE FEES

1.1. Concurrently with the submission of this Agreement, User shall pay to County the Deposit and the Use Fees set forth in the document entitled "Community Center Use Fees and Deposits" which is attached to this Agreement as Exhibit "A" and incorporated by this reference. No Reservation will be made for use of the Community Center unless and until the applicable Deposit and Use Fees have been received by County and this Agreement has been executed by both the County and the User.

1.2. The Deposit and Use Fees shall be paid by separate checks made payable to the County of Mono. To cancel a reservation, User shall contact the Site Coordinator. **If the cancellation is made less than seven calendar days prior to the date of the Event, then the Use Fee will not be refunded.**

2. COUNTY PRECEDENCE

2.1. Where "standing" reservations have been made for regularly-scheduled (repetitive) Events, there may be instances where a County function must be held on a standing Event date. In such a case, County business will take precedence and the "standing" Event will be preempted for that day or days. Use Fees received for the date of the preempted Event will be refunded, unless the County and User mutually agree to reschedule the preempted Event.

2.2. County's community centers are an integral part of its emergency response system. In the event of an emergency, as determined in the sole discretion of County, it may be necessary for County to cancel an Event reservation. In such circumstances, County will refund all Use Fees

and Deposits received for the canceled Event unless County and User mutually agree to reschedule the canceled Event.

2.3 In the event of preemption or cancelation pursuant to this paragraphs 2.1 or 2.2 of this section, County shall not be liable to User, or to its guests, invitees, participants or to other third parties, for any damages whatsoever, including, but not limited to, any damages for lost profits or lost revenue, or for special, incidental, punitive, or consequential damages, even if County has been advised of the possibility or likelihood of such damages. User hereby waives any claim it may have, and agrees to defend, indemnify, and hold County harmless against claims by third parties, for such damages.

3. USER RESPONSIBLE FOR CONDUCT

3.1 User is responsible for the conduct of all persons present at the Event and agrees to ensure that the Event will be conducted in an orderly manner. Failure to conduct the Event in an orderly manner, as demonstrated by lack of compliance by User (or others present at the Event) with any of the terms and conditions of this Agreement, including but not limited to the unauthorized sale, provision, or possession of alcohol at the Event, may result in a forfeiture of User's Deposit, immediate closure of the Event, the assessment of liquidated damages in accordance with paragraph 8, and/or the loss of future privileges to use the facility.

3.2 User hereby acknowledges that County personnel, including law enforcement personnel, may enter the Community Center at any time during the Event for the purpose of ensuring compliance with the terms and conditions of this Agreement.

4. CLEANING AND CLOSING RESPONSIBILITIES

4.1 User is responsible for cleaning and "closing" the Community Center after the Event, including performing each of the tasks listed in the "Community Center Closing Checklist" which is attached to this Agreement as Exhibit "B" and incorporated by this reference. In the event the Community Center is left unclean as determined in County's sole discretion, or any of the tasks set forth in the Closing Checklist have not been performed, cleaning and/or maintenance fees will be deducted from the Deposit on file. If the cost of cleaning and/or maintenance exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment therefor as provided in paragraph 4.3.

4.2 User is responsible for any damage over and above normal usage of the building and its contents, as determined by County. If User notes any damage or unusual condition upon entering the building, then User shall report it to Risk Management prior to the occurrence of the Event. If an unusual condition is not reported prior to the Event, then County will presume, unless proven to the satisfaction of County otherwise, that the condition was caused by the Event and the costs of remediating the condition will be deducted from User's Deposit. If the cost exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment thereof as provided in paragraph 4.3.

4.3 User shall make payment of any amounts owing in excess of the Deposit which are charged in accordance with paragraphs 4.1, 4.2 or 8.2 within fifteen calendar days of the date printed on the notice of charges provided to User by County. Payments not made within said time period shall accrue interest at the rate of ten percent (10 %) per annum.

5. COMMUNITY CENTER KEYS

5.1 User will be provided with a key to the Community Center in advance of the Event and shall return the key following the Event as directed by County.

5.2 User shall maintain sole possession and control of the key from the time of its receipt until its return following the Event. No person other than User shall be authorized to use or hold the key. The reproduction or distribution of keys is prohibited.

6. USE RESTRICTIONS AND OCCUPANCY LIMITS

6.1 Occupancy limits for the Community Center are posted onsite and will be enforced. Emergency exits shall be kept clear at all times.

6.2 With the exception of dogs assisting the disabled or as permitted by a Special Event Permit or other express authorization by County, animals are not allowed within the Community Center.

6.3 No persons under the age of 18 shall be present without adult supervision. For the purposes of this paragraph, adult supervision shall mean the presence of a sufficient number of adults so as to maintain continuous supervision and control over any minors present at the Event, but in no case shall there be less than one adult for every ten (10) minors.

6.4 There is no smoking inside the Community Center building or within 20 feet of any entrance, open window, or ventilation system.

6.5 Live music, amplified sound, and all other noise generated by the Event shall comply with the limits set forth in Mono County's noise ordinance (Mono County Code Chapter 10.16) and shall not constitute a nuisance to neighbors or others in the vicinity of the Community Center.

6.6 *Loaded* firearms are not allowed in the Community Center unless carried by authorized security personnel or law enforcement officials. *Unloaded* firearms are allowed in the Community Center only where such use is an integral part of the Event. Such Events include: a class in firearm safety; where firearms are awarded as prizes or offered for raffle by non-profit charitable organizations; gun collectors' shows; or such other type of Event for which the presence of unloaded firearms is approved in writing by Risk Management.

6.7 All automobiles associated with the Event (e.g., invitees, vendors, etc.) shall be parked in Community Center parking areas, to the extent possible.

7. PROVISION OR SALE OF ALCOHOL

7.1 If alcohol is to be provided, served, sold, or otherwise present at the Event, then User shall provide insurance in accordance with the document entitled "Community Center Insurance and Alcohol Requirements" which is attached to this Agreement as Exhibit "C" and incorporated by this reference. User shall additionally comply with all permit and approval requirements set forth in Exhibit "C."

7.2 The presence of alcohol at an Event in violation of this Section or any failure to comply with the insurance/permit requirements set forth in Exhibit "C" may result in the immediate closure of the Event, the forfeiture of User's Deposit, the loss of future privileges to utilize the facility, and/or the assessment of liquidated damages in accordance with paragraph 8 of this Agreement.

7.3 Under no circumstances shall alcohol be provided, served, made available, or sold to any person under the age of 21.

8. LIQUIDATED DAMAGES

8.1 User acknowledges that County has an interest in the orderly conduct of events at County-owned community centers and that County's willingness to make its community centers available for private events depends to a large degree on the conduct of users of those facilities. Specifically, User acknowledges that the commission by it of certain breaches of this Agreement, as described below, is likely to damage County's standing in the community, to diminish public support for the use of County's community centers, and require additional public outreach, planning, and administration on County's part. Because of the difficulty associated with valuing such damages, User agrees that the liquidated damages set forth below represent a reasonable estimate of the amount of said damages, considering all the circumstances, including the relationship of the sums to the range of harm to County that reasonably could be expected and anticipation that proof of actual damages would be costly or impossible.

8.2 In the event of any of the following breaches of this Agreement, liquidated damages in the amount of \$100 per breach will be deducted from User's Deposit (or, if for any reason the Deposit is not available, charged to User in accordance with paragraph 4.3 of this Agreement):

- a. Failure to comply with the requirement contained in paragraph 5.2 of this Agreement related to Community Center keys.
- b. Failure to comply with the requirements contained in paragraphs 6.1 to 6.7, inclusive, of this Agreement related to use restrictions and occupancy limits.
- c. Failure to comply with the requirements contained in paragraphs 7.1 or 7.2 of this Agreement and, by reference, with Exhibit "C" of this Agreement related to the provision or sale of alcohol and insurance requirements.

User hereby acknowledges and agrees that the imposition of liquidated damages in accordance with this section is reasonable and appropriate for the reasons described above and that such liquidated damages shall be deducted from User's Deposit or charged against User in the event of the occurrence of any of the breaches described in this section.

_____ (User initial here).]

9. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

If the Community Center is utilized by User for the provision of a service, class, or other purpose for which the User (or the individual or entity providing the service or class) is required by law to be licensed, certificated, or otherwise officially qualified or permitted, then the User (or other individual or entity providing the service or class) must obtain the relevant license, certificate, authorization, permit, or qualification prior to the date of the Event. And said license, certificate, authorization, permit, or qualification shall be maintained in full force and effect throughout the

duration of the Event and shall be present and available for display and inspection at all times during the course of the Event. User understands and acknowledges that it is User's sole responsibility to identify, secure, and maintain any license, certificate, authorization, permit, or other qualification required by law, or to ensure that the individual or entity providing the service or class pursuant to this Agreement for which the license, certificate, authorization, permit, or other authorization is required, has done so. Notwithstanding the foregoing, if there is any dispute or disagreement between County and User as to whether a particular license, certificate, permit, authorization, or other qualification is required, County reserves the right to make such determination for purposes of this Agreement and to deny User the use of the Community Center in the event that said license, certificate, or other permit or authorization is not obtained or is not in effect at the time of the Event.

10. SPECIAL EVENT PERMIT

A Special Events Permit may be required for Events at which it is anticipated that 75 or more individuals will attend, Events involving the sale of goods, Events at which alcohol will be present, and Events open to the general public. The Special Event Permit imposes additional rules and restrictions not set forth in this Agreement. A Special Events permit application package and related information may be obtained by contacting the Risk Management at (760) 932-5405. If a Special Event Permit is required for the Event, then this Agreement must be submitted for approval at least thirty (30) calendar days prior to the date scheduled for the Event, unless a different deadline is established by the County Administrative Officer, and shall be of no force and effect unless and until the Special Event Permit has been issued.

11. TEMPORARY FOOD FACILITY PERMITS

Events open to the general public at which food is provided or sold, and all Events at which food is sold, require a temporary food facility permit from the Mono County Department of Environmental Health. Please contact the Department at least fourteen (14) calendar days prior to the date scheduled for the Event at (760) 924-1830 or (760) 932-5580. If a temporary food facility permit is required and has not been obtained by the date scheduled for the Event, then this agreement shall be cancelled and null and void and shall be of no force and effect.

12. DEFENSE AND INDEMNIFICATION

12.1 User shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with the Event or this Agreement. User's obligation to defend, indemnify, and hold the 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. User'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 User, its agents, employees, suppliers, guests, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

12.2 User's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of paragraph 12.1 is not limited to, or restricted by, the requirement in this Agreement that User procure and maintain a policy of insurance.

13. NONDISCRIMINATION

During the performance of this Agreement, User, its agents, guests, 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 participating in the Event, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, gender, or sexual orientation.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of County and User, and (with the exception of additional conditions potentially required pursuant to a Special Event Permit) no representations, inducements, promises, or agreements otherwise between them 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 County and User.

15. EXECUTION

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, _____.

COUNTY OF MONO

USER

By: _____

By: _____

Dated: _____

Dated: _____

This Agreement is not to be executed by the County unless and until the section below has been fully completed. **This Agreement shall be of no force and effect and shall confer no rights, nor impose any obligations, upon either party unless and until the section below has been fully completed and initialed by County staff or its designee.**

//////////

//////////

//////////

County Use Only:

Deposit (ref: ¶ 1 and Exhibit A)

\$_____ Paid

Fees (ref: ¶ 1 and Exhibit A)

\$_____ Paid / Exempt (circle one)

Personal Liability/Property Damage insurance (ref: ¶ 7 and Exhibit C)

Obtained / N/A (circle one)

Permit to sell alcohol (ABC) (ref: ¶ 7 and Exhibit C)

Obtained / N/A (circle one)

Approval for presence of alcohol (ref: ¶ 7 and Exhibit C)

Obtained / N/A (circle one)

Special Event Permit (ref: ¶ 10)

Obtained / N/A (circle one)

Temporary food facility permit (ref: ¶ 11)

Obtained / N/A (circle one)

Risk Manager's approval for firearm (ref:¶ 6.6)

Obtained / N/A (circle one)

_____ Initials of staff person
completing this section

Exhibit "A"

COMMUNITY CENTER USE FEES AND DEPOSITS

(CROWLEY LAKE)

USE	USE FEE*	Deposit w/o ALCOHOL	Deposit with ALCOHOL
With kitchen:	\$200.....	\$300	\$500
Without kitchen:	\$150.....	\$300	\$500
Nonprofit, schools, or government entities meeting criteria set forth in Resolution R09-08	None	\$300	\$500

*Use fees are per Event. If an Event is regularly-scheduled (repetitive), then the Event shall consist of each scheduled session within a twelve week period.

Exhibit "B"

COMMUNITY CENTER CLOSING CHECKLIST

(CROWLEY LAKE)

Prior to leaving the building, User shall complete the following checklist for those tasks that are applicable to the Community Center where the Event was held and to the type of Event held.

TASKS FOR ALL EVENTS:

- All decorations have been removed from the walls, ceiling, floor, etc.
- All trash has been removed from the floors and counters throughout the building.
- Trash has been removed from trash cans and taken to the dumpster provided outside.
- Chairs and tables have been stacked and put away in their proper storage locations.
- All toilets and urinals have been flushed, sinks wiped down, and trash removed from all restrooms.
- All lights have been turned off, including the front exterior lights.
- All windows and doors have been shut and locked.

ADDITIONAL TASKS FOR EVENTS THAT INCLUDE FOOD & BEVERAGES:

- Floors in foyer and meeting room have been swept with a dust broom. **(DO NOT MOP FLOORS.** If there is a spill on the floor, wipe with damp towel or sponge and dry immediately.)
- Chairs and tables have been cleaned off and wiped down prior to properly storing.
- All countertops have been cleaned off and wiped down.
- The kitchen sink has been emptied, cleaned, and wiped down.
- The dishwasher has been cycled and emptied.
- Dishes, cups, and utensils have been washed and properly stored (where applicable).
- The stove top has been cleaned off and wiped down.
- The refrigerator has been cleaned and emptied.

I hereby certify that the above tasks have been completed.

Printed name of User or, if User is an entity, of authorized representative

Signature

date

Please report any damage or problems to Risk Management at (760) 932-5405.

Exhibit "C"

COMMUNITY CENTER INSURANCE

AND ALCOHOL REQUIREMENTS

1. Insurance

If alcohol is to be provided, served, sold, or otherwise present at an Event, then User must obtain Host Liquor Liability Insurance in the amount of one million dollars (\$1,000,000) per Event, with the County of Mono named as an additional insured. The coverage must be in a form acceptable to, and approved by, County Risk Management.

Listed below are some options that are available regarding securing the required insurance:

Home Owner's Insurance

Some insurance companies will provide a one day Special Event Liquor Liability rider to your Home Owners or Renters policy. The County of Mono must be named as an additional insured. Contact your local agent for information.

County Risk Management

Special Event Liability Insurance can be purchased from The County of Mono Risk Management Department. The costs vary depending on the event, number of people in attendance and number of days. Please contact Risk Management at 760-932-5405 at least fourteen (14) days prior to the event for information, an application or a quote.

Caterer's Insurance

If a caterer is supplying alcohol for your Event, then they must provide the County with a certificate of insurance naming the County of Mono as additional insured. Check with your caterer to see if they carry host or statutory liquor insurance.

Proof of insurance must be provided to the County of Mono at least seven (7) days before your event

2. Permits and approvals

If admission is charged for an Event at which alcohol will be present, or if alcohol will be sold at the Event, then User must also obtain the following permits or approvals and maintain them in force throughout the duration of the event:

- a. Permit from Alcoholic Beverage Control (Bakersfield, California)
- b. Mono County Sheriff's Department Approval...760-932-5279
- c. Mono County Risk Management Approval...760-932-5410

**MONO COUNTY
COMMUNITY CENTER
USE AGREEMENT**

(Insert community center location)

WHEREAS, the County of Mono ("County") owns and maintains several community centers throughout the county, which it is willing to make available to the public for activities, special events, meetings, and other gatherings ("Events"); and

WHEREAS, _____ (insert name of user) ("User") would like to use the community center described above for an Event and is willing to agree to the terms and conditions contained herein in exchange for County's authorization to do so.

I. EVENT DESCRIPTION AND DETAIL

Date of Event: _____ Hours of Event: _____ to _____

Type of Event: _____ (e.g., wedding, party, meeting, class, workshop)

Is the Event repetitive (i.e., does it occur on more than one date)? _____

If repetitive, please list each date individually. Note that this Use Agreement is valid for up to twelve weeks for repetitive events. A new Agreement is required for repetitive Events lasting more than twelve weeks.

_____.

Type of User:

(Check one) Individual For-Profit Entity Non-Profit Organization Public Entity

Other (please describe) _____

Number of people attending event: _____ (if more than 75, please see paragraph 9.)

Contact person and information:

(Name) _____

(Mailing address) _____

(Phone number) _____

(E-mail address) _____

//////////

necessary for County to cancel an Event reservation. In such circumstances, County will refund all Use Fees and Deposits received for the canceled Event unless County and User mutually agree to reschedule the canceled Event.

2.3 In the event of preemption or cancellation pursuant to this paragraphs 2.1 or 2.2 of this section, County shall not be liable to User, or to its guests, invitees, participants or to other third parties, for any damages whatsoever, including, but not limited to, any damages for lost profits or lost revenue, or for special, incidental, punitive, or consequential damages, even if County has been advised of the possibility or likelihood of such damages. User hereby waives any claim it may have, and agrees to defend, indemnify, and hold County harmless against claims by third parties, for such damages.

3. USER RESPONSIBLE FOR CONDUCT

3.1 User is responsible for the conduct of all persons present at the Event and agrees to ensure that the Event will be conducted in an orderly manner. Failure to conduct the Event in an orderly manner, demonstrated by lack of compliance by User (or others present at the Event) with any of the terms and conditions of this Agreement, may result in a forfeiture of User's Deposit, immediate closure of the Event, and/or the loss of future privileges to use the facility.

3.2 User hereby acknowledges that County personnel, including law enforcement personnel, may enter the Community Center at any time during the Event for the purpose of ensuring compliance with the terms and conditions of this Agreement.

4. CLEANING AND CLOSING RESPONSIBILITIES

4.1 User is responsible for cleaning and "closing" the Community Center after the Event, including performing each of the tasks listed in the "Community Center Closing Checklist" which is attached to this Agreement as Exhibit "B" and incorporated by this reference. In the event the Community Center is left unclean as determined in County's sole discretion, or any of the tasks set forth in the Closing Checklist have not been performed, cleaning and/or maintenance fees will be deducted from the Deposit on file. If the cost of cleaning and/or maintenance exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment therefore as provided in paragraph 4.3.

4.2 User is responsible for any damage over and above normal usage of the building and its contents, as determined by County. If User notes any damage or unusual condition upon entering the building, then User shall report it to the Department of Public Works at (760) 932-5440 prior to the occurrence of the Event. If an unusual condition is not reported prior to the Event, then County will presume, unless proven to the satisfaction of County otherwise, that the condition was caused by the Event and the costs of remediating the condition will be deducted from User's Deposit. If the cost exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment thereof as provided in paragraph 4.3.

4.3 User shall make payment of any amounts owing in excess of the Deposit which are charged in accordance with paragraphs 4.1 or 4.2 within fifteen calendar days of the date printed on the notice of charges provided to User by County. Payments not made within said time period shall accrue interest at the rate of ten percent (10 %) per annum.

5. COMMUNITY CENTER KEYS

5.1 User will be provided with a key to the Community Center in advance of the Event and shall return the key following the Event as directed by County.

5.2 User shall maintain sole possession and control of the key from the time of its receipt until its return following the Event. No person other than User shall be authorized to use or hold the key. The reproduction or distribution of keys is prohibited.

6. USE RESTRICTIONS AND OCCUPANCY LIMITS

6.1 Occupancy limits for the Community Center are posted onsite and will be enforced. Emergency exits shall be kept clear at all times.

6.2 With the exception of dogs assisting the disabled or as permitted by a Special Event Permit or other express authorization by County, animals are not allowed within the Community Center.

6.3 No persons under the age of 18 shall be present without adult supervision. For the purposes of this paragraph, adult supervision shall mean the presence of a sufficient number of adults so as to maintain continuous supervision and control over any minors present at the Event, but in no case shall there be less than one adult for every ten (10) minors.

6.4 There is no smoking inside the Community Center building or within 20 feet of any entrance, open window, or ventilation system.

6.5 Live music, amplified sound, and all other noise generated by the Event shall comply with the limits set forth in Mono County's noise ordinance (Mono County Code Chapter 10.16) and shall not constitute a nuisance to neighbors or others in the vicinity of the Community Center.

6.6 *Loaded* firearms are not allowed in the Community Center unless carried by authorized security personnel or law enforcement officials. *Unloaded* firearms are allowed in the Community Center only where such use is an integral part of the Event. Such Events include: a class in firearm safety; where firearms are awarded as prizes or offered for raffle by non-profit charitable organizations; gun collectors' shows; or such other type of Event for which the presence of unloaded firearms is approved in writing by Risk Management.

6.7 All automobiles associated with the Event (e.g., invitees, vendors, etc.) shall be parked in Community Center parking areas, to the extent possible.

6.8 The wheelchair lift at the Bridgeport Memorial Hall is for use only by those with limited mobility. Violation of this intended use may result in loss of security deposit and/or loss of future community center use privileges regardless of whether the wheelchair lift sustains damage.

7. PROVISION OR SALE OF ALCOHOL

7.1 If alcohol is to be provided, served, sold, or otherwise present at the Event, then User shall provide insurance in accordance with the document entitled "Community Center

Insurance and Alcohol Requirements” which is attached to this Agreement as Exhibit “C” and incorporated by this reference. User shall additionally comply with all permit and approval requirements set forth in Exhibit “C.”

7.2 The presence of alcohol at an Event in violation of this Section or any failure to comply with the insurance/permit requirements set forth in Exhibit “C” may result in the immediate closure of the Event, the forfeiture of User’s Deposit, and/or the loss of future privileges to utilize the facility.

7.3 Under no circumstances shall alcohol be provided, served, made available, or sold to any person under the age of 21.

8. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

If the Community Center is utilized by User for the provision of a service, class, or other purpose for which the User (or the individual or entity providing the service or class) is required by law to be licensed, certificated, or otherwise officially qualified or permitted, then the User (or other individual or entity providing the service or class) must obtain the relevant license, certificate, authorization, permit, or qualification prior to the date of the Event. And said license, certificate, authorization, permit, or qualification shall be maintained in full force and effect throughout the duration of the Event and shall be present and available for display and inspection at all times during the course of the Event. User understands and acknowledges that it is User’s sole responsibility to identify, secure, and maintain any license, certificate, authorization, permit, or other qualification required by law, or to ensure that the individual or entity providing the service or class pursuant to this Agreement for which the license, certificate, authorization, permit, or other authorization is required, has done so. Notwithstanding the foregoing, if there is any dispute or disagreement between County and User as to whether a particular license, certificate, permit, authorization, or other qualification is required, County reserves the right to make such determination for purposes of this Agreement and to deny User the use of the Community Center in the event that said license, certificate, or other permit or authorization is not obtained or is not in effect at the time of the Event.

9. SPECIAL EVENT PERMIT

A Special Event Permit may be required for Events at which it is anticipated that 75 or more individuals will attend, Events involving the sale of goods, Events at which alcohol will be present, and Events open to the general public. The Special Event Permit imposes additional rules and restrictions not set forth in this Agreement. A Special Events permit application and related information may be obtained by contacting Mono County Risk Management at (760) 932-5405. If a Special Event Permit is required for the Event, then this Agreement must be submitted for approval at least thirty (30) calendar days prior to the date scheduled for the Event, unless a different deadline is established by the Mono County Administrative Office, and shall be of no force and effect unless and until the Special Event Permit has been issued.

10. TEMPORARY FOOD PERMIT

Events open to the general public at which food is provided or sold, and all Events at which food is sold, require a temporary food permit from the Mono County Department of Environmental Health. Please contact the Department at least fourteen (14) calendar days prior to the date scheduled for the Event at (760) 924-1830 or (760) 932-5580. If a temporary food

permit is required and has not been obtained by the date scheduled for the Event, then this agreement shall be cancelled and null and void and shall be of no force and effect.

11. DEFENSE AND INDEMNIFICATION

11.1 User shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney’s fees, arising out of, resulting from or in connection with the Event or this Agreement. User’s obligation to defend, indemnify, and hold the 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. User’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 User, its agents, employees, suppliers, guests, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

11.2 User’s obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of paragraph 11.1 is not limited to, or restricted by, any requirement in this Agreement that User procure and maintain a policy of insurance.

12. NONDISCRIMINATION

During the performance of this Agreement, User, its agents, guests, 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 participating in the Event, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, gender, or sexual orientation.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement of County and User, and (with the exception of additional conditions potentially required pursuant to a Special Event Permit) no representations, inducements, promises, or agreements otherwise between them 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 County and User.

14. EXECUTION

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, _____.

COUNTY OF MONO

USER

By: _____

By: _____

Dated: _____

Dated: _____

This Agreement is not to be executed by the County unless and until the section below has been fully completed. **This Agreement shall be of no force and effect and shall confer no rights, nor impose any obligations, upon either party unless and until the section below has been fully completed and initialed by County staff or its designee.**

County Use Only:

<u>Deposit (ref: ¶ 1 and Exhibit A)</u>	\$ _____ Paid
<u>Fees (ref: ¶ 1 and Exhibit A)</u>	\$ _____ Paid / Exempt (circle one)
<u>Personal Liability/Property Damage insurance (ref: ¶ 7 and Exhibit C)</u>	Obtained / N/A (circle one)
<u>Permit to sell alcohol (ABC) (ref: ¶ 7 and Exhibit C)</u>	Obtained / N/A (circle one)
<u>Approval for presence of alcohol (ref: ¶ 7 and Exhibit C)</u>	Obtained / N/A (circle one)
<u>Special Event Permit (ref: ¶ 9)</u>	Obtained / N/A (circle one)
<u>Temporary food permit (ref: ¶ 10)</u>	Obtained / N/A (circle one)
<u>Risk Manager's approval for firearm (ref:¶ 6.6)</u>	Obtained / N/A (circle one)

_____ Initials of staff person
completing this section

COMMUNITY CENTER USE FEES AND DEPOSITS (EXCLUDING CROWLEY LAKE)

	USE FEE	DEPOSIT w/o ALCOHOL	DEPOSIT w/ALCOHOL
With kitchen:	\$100	\$300	\$500
Without kitchen:	\$75	\$300	\$500
Nonprofit, school, or government entities meeting criteria set forth in Resolution R09-08	None	\$300	\$500

*Use fees are per Event. If an Event is regularly-scheduled (repetitive), then the Event shall consist of each scheduled session within a twelve week period.

COMMUNITY CENTER CLOSING CHECKLIST (EXCLUDING CROWLEY LAKE)

Prior to leaving the building, User shall complete the following checklist for those tasks that are applicable to the Community Center where the Event was held and to the type of Event held.

TASKS FOR ALL EVENTS:

- All decorations have been removed from the walls, ceiling, floor, etc.
- All trash has been removed from the floors and counters throughout the building.
- Trash has been removed from trash cans and taken to the dumpster provided outside.
- Chairs and tables have been stacked and put away in their proper storage locations.
- Thermostat has been turned down to 50°F.
- All toilets and urinals have been flushed, sinks wiped down, and trash removed from all restrooms.
- All lights have been turned off, EXCEPT for the front exterior lights.
- All windows and doors have been shut and locked.

ADDITIONAL TASKS FOR EVENTS THAT INCLUDE FOOD & BEVERAGES:

- Kitchen floors have been swept and mopped.
- All floors have been swept and mopped.
- Chairs and tables have been cleaned off and wiped down prior to properly storing.
- All countertops have been cleaned off and wiped down.
- The kitchen sink has been emptied, cleaned, and wiped down.
- The dishwasher has been cycled and emptied.
- Dishes, cups, and utensils have been washed and properly stored (where applicable).
- The stove top has been cleaned off and wiped down.
- The refrigerator has been cleaned and emptied.

I hereby certify that the above tasks have been completed.

Printed name of User or, if User is an entity, of authorized representative

Signature

date

Please report any damage or problems to Risk Management at (760) 932-5405.

COMMUNITY CENTER INSURANCE AND ALCOHOL REQUIREMENTS

1. Insurance

If alcohol is to be provided, served, sold, or otherwise present at an Event, then User must obtain Host Liquor Liability Insurance in the amount of one million dollars (\$1,000,000) per Event, with the County of Mono named as an additional insured. The coverage must be in a form acceptable to, and approved by, County Risk Management.

Listed below are some options that are available regarding securing the required insurance:

Home Owner's Insurance

Some insurance companies will provide a one day Special Event Liquor Liability rider to your Home Owners or Renters policy. The County of Mono must be named as an additional insured. Contact your local agent for information.

County Risk Management

Special Event Liability Insurance can be purchased from The County of Mono Risk Management Department. The costs vary depending on the event, number of people in attendance and number of days. Please Risk Management at 760-932-5405 at least fourteen (14) days prior to the event for information, an application or a quote.

Caterer's Insurance

If a caterer is supplying alcohol for your Event, then they must provide the County with a certificate of insurance naming the County of Mono as additional insured. Check with your caterer to see if they carry host or statutory liquor insurance.

Proof of insurance must be provided to the County of Mono at least seven (7) days before your event

2. Permits and approvals

If admission is charged for an Event at which alcohol will be present, or if alcohol will be sold at the Event, then User must also obtain the following permits or approvals and maintain them in force throughout the duration of the event:

- a. Permit from Alcoholic Beverage Control (Bakersfield, California)
- b. Mono County Sheriff's Department Approval...760-932-5279
- c. Mono County Administrative Office Approval...760-932-5405



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

Departments: Board of Supervisors

TIME REQUIRED 10 minutes

SUBJECT Out-of-State Travel Authorization for
NACo Legislative Conference

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Out of State travel request for Supervisors Corless, Gardner, and Halferty to attend the 2019 NACo Legislative Conference in Washington D.C. Conference attendance falls within an exemption to the Brown Act under California Government Code section 54952.2(c)(2).

RECOMMENDED ACTION:

Approve out-of-state travel for Mono County Supervisors Stacy Corless (the county's NACo representative), Supervisor Gardner (alternate), and Supervisor Halferty to attend the NACo Legislative Conference in Washington, D.C. March 2 - 6, 2019.

FISCAL IMPACT:

Up to \$2,600 per person for conference registration, hotel stay, and air travel.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Conference Schedule](#)

History

Time

12/13/2018 3:41 PM

Who

County Administrative Office

Approval

Yes

12/11/2018 2:19 AM

County Counsel

Yes

12/13/2018 9:40 AM

Finance

Yes

2019 NACo Legislative Conference

Schedule as of: **11/21/2018**

Friday, March 1, 2019

Mar. 1 **NACo Ambassadors Meeting**
4:00 pm to 5:00 pm

Mar. 1 **Registration Open**
5:00 pm to 7:00 pm

Saturday, March 2, 2019

Mar. 2 **First-Time Attendees Orientation and Breakfast**
7:00 am to 8:30 am

All first-time attendees are welcome to join us to learn more about NACo and how to make the most out of the Legislative Conference.

Mar. 2 **Registration Open**
7:00 am to 5:00 pm

Mar. 2 **NACCTFO: Session**
8:00 am to 11:00 am

Mar. 2 **Community Economic and Workforce
Development Steering Committee – Resolutions
Meeting**
9:00 am to 10:00 am

- Mar. 2* **Public Lands Policy Steering Committee – Resolutions Meeting**
9:00 am to 10:00 am
- Mar. 2* **Transportation Policy Steering Committee – Resolutions Meeting**
9:00 am to 10:00 am
- Mar. 2* **Agriculture and Rural Affairs Policy Steering Committee – Subcommittee Meeting**
9:00 am to 10:30 am
- Mar. 2* **Environment, Energy and Land Use Steering Committee – Resolutions Meeting**
9:00 am to 11:00 am
- Mar. 2* **Health Policy Steering Committee – Subcommittee Meetings**
9:00 am to 11:30 am
- Mar. 2* **Human Services and Education Policy Steering Committee – Joint Subcommittee Meetings**
9:00 am to 11:30 am
- Mar. 2* **Justice and Public Safety Policy Steering Committee – Morning Meeting**
9:00 am to 12:00 pm
- Mar. 2* **Telecommunications and Technology Steering Committee Meeting**
9:00 am to 12:00 pm
- Mar. 2* **Finance, Pensions and Intergovernmental Affairs Policy Steering Committee Meeting**
9:30 am to 12:00 pm

- Mar. 2*
10:00 am to 12:00 pm **Community, Economic and Workforce
Development Steering Committee – Joint
Subcommittees Meeting**
- Mar. 2*
10:00 am to 12:00 pm **Public Lands Policy Steering Committee –
Subcommittee Meetings**
- Mar. 2*
10:00 am to 12:00 pm **Transportation Policy Steering Committee –
Subcommittee Meetings**
- Mar. 2*
10:30 am to 12:00 pm **Agriculture and Rural Affairs Policy Steering
Committee – Business Meeting**
- Mar. 2*
10:30 am to 12:00 pm **Audit Committee Meeting**
- Mar. 2*
12:00 pm to 1:30 pm **Finance Committee Meeting**
- Mar. 2*
1:30 pm to 4:00 pm **Finance, Pensions and Intergovernmental Affairs
Policy Steering Committee – Business Meeting**
- Mar. 2*
1:30 pm to 4:00 pm **NACCTFO: Session**
- Mar. 2*
1:30 pm to 4:00 pm **Transportation Policy Steering Committee –
Business Meeting**
- Mar. 2*
1:30 pm to 4:30 pm **Environment, Energy and Land Use Steering
Committee – Business Meeting**

- Mar. 2* **Justice and Public Safety Policy Steering Committee – Afternoon Meeting**
1:30 pm to 4:30 pm
- Mar. 2* **Public Lands Policy Steering Committee – Business Meeting**
2:00 pm to 4:00 pm
- Mar. 2* **Community, Economic and Workforce Development Steering Committee – Business Meeting**
2:00 pm to 4:30 pm
- Mar. 2* **Health Policy Steering Committee – Business Meeting**
2:00 pm to 4:30 pm
- Mar. 2* **Human Services and Education Policy Steering Committee – Business Meeting**
2:00 pm to 4:30 pm
- Mar. 2* **NACCTFO Focus Group**
4:00 pm to 6:00 pm
- Mar. 2* **Policy Coordinating Committee Meeting #2**
5:00 pm to 5:45 pm
- Mar. 2* **Resorts/Tourism/Gateway Counties Working Group**
5:00 pm to 6:00 pm
- Mar. 2* **Open for Affiliate Meetings & Events**
5:00 pm to 7:00 pm

Sunday, March 3, 2019

- Mar. 3* **Non-Denominational Worship Service**
7:00 am to 8:00 am

<i>Mar. 3</i> 7:00 am to 5:00 pm	Registration Open
<i>Mar. 3</i> 8:00 am to 9:30 am	Gulf States Counties and Parishes Caucus
<i>Mar. 3</i> 8:30 am to 10:00 am	Healthy Counties Advisory Board Meeting
<i>Mar. 3</i> 9:30 am to 11:00 am	GIS Subcommittee Meeting
<i>Mar. 3</i> 10:00 am to 12:00 pm	Large Urban County Caucus (LUCC) Meeting
<i>Mar. 3</i> 10:00 am to 12:00 pm	Rural Action Caucus (RAC) Meeting
<i>Mar. 3</i> 11:00 am to 12:00 pm	IT Standing Committee Meeting
<i>Mar. 3</i> 12:00 pm to 1:00 pm	WIR Executive Committee & U.S. Forest Service Lunch
<i>Mar. 3</i> 12:00 pm to 1:30 pm	Membership Committee Meeting
<i>Mar. 3</i> 12:30 pm to 3:00 pm	NABCO/NOBCO Meeting
<i>Mar. 3</i> 1:00 pm to 2:00 pm	Arts & Culture Commission Meeting
<i>Mar. 3</i> 1:00 pm to 2:30 pm	NACo International Development Task Force Meeting

- Mar. 3* **Veterans and Military Services Committee Meeting**
1:00 pm to 3:00 pm
- Mar. 3* **Western Interstate Region (WIR) Board Meeting**
1:00 pm to 3:30 pm
- Mar. 3* **Immigration Reform Task Force Meeting**
2:00 pm to 3:30 pm
- Mar. 3* **Creative Counties Forum**
2:00 pm to 5:00 pm
- Mar. 3* **State Association Deputy Directors and Staff Meeting**
3:00 pm to 4:45 pm
- Mar. 3* **NACo Board Forum**
3:30 pm to 4:45 pm
- Mar. 3* **Open for Affiliate Meetings & Events**
5:00 pm to 7:00 pm

Monday, March 4, 2019

- Mar. 4* **Registration Open**
7:00 am to 5:00 pm
- Mar. 4* **Central Region Caucus Meeting**
7:30 am to 8:30 am
- Mar. 4* **Northeast Region Caucus Meeting**
7:30 am to 8:30 am
- Mar. 4* **South Region Caucus Meeting**
7:30 am to 8:30 am

- Mar. 4* **West Region Caucus Meeting**
7:30 am to 8:30 am
- Mar. 4* **General Session**
8:45 am to 10:15 am
- Mar. 4* **EDUCATIONAL WORKSHOP BLOCK #1**
10:30 am to 11:45 am
- Mar. 4* **NCCAE Business Meeting**
10:30 am to 12:00 pm
- Mar. 4* **Leadership Symposium**
10:45 am to 4:30 pm
- Mar. 4* **Credentials Committee Meeting**
11:00 am to 12:00 pm
- Mar. 4* **Smarter Counties Summit - Session 1**
11:00 am to 12:00 pm
- Mar. 4* **Attendee Luncheon**
12:00 pm to 1:30 pm
- Mar. 4* **EDUCATIONAL WORKSHOP BLOCK #2**
1:45 pm to 3:00 pm
- Educational sessions to be scheduled during this time, check back soon to see topics and titles as they are added.
- Mar. 4* **NCCAE Continuing Education Workshop**
1:45 pm to 3:00 pm
- Mar. 4* **Smarter Counties Summit - Session 2**
1:45 pm to 3:00 pm
- Mar. 4* **NACo Board of Directors Meeting**
1:45 pm to 4:30 pm

Mar. 4
3:15 pm to 4:30 pm

EDUCATIONAL WORKSHOP BLOCK #3

Educational sessions to be scheduled during this time, check back soon to see topics and titles as they are added.

Mar. 4
3:15 pm to 4:30 pm

Smarter Counties Summit - Session 3

Mar. 4
5:00 pm to 7:00 pm

Open for Affiliate Meetings & Events

Tuesday, March 5, 2019

Mar. 5
7:00 am to 1:00 pm

Registration Open

Mar. 5
8:00 am to 9:15 am

EDUCATIONAL WORKSHOP BLOCK #4

Educational sessions to be scheduled during this time, check back soon to see topics and titles as they are added.

Mar. 5
9:30 am to 11:45 am

General Session

Mar. 5
12:00 pm to 5:00 pm

CIO Forum (RSVP required)

An RSVP option is available when registering through the [conference registration portal](#). If you're not sure if you have RSVP'd or would like to change your status, please email nacomeetings@naco.org.

Mar. 5
12:00 pm to 5:00 pm

Hill Visits

Join us as we visit Capitol Hill to engage policymakers, staff members and leadership so we can let them know why stronger counties build a stronger America.

Mar. 5 **NACo President's Reception**
7:00 pm to 9:00 pm

Connect with fellow conference attendees over drinks and heavy hors-d'oeuvres at our closing networking reception. Whatever you do, don't forget to put on your dancing shoes for your favorite conference band, No Bad Ju Ju!

Wednesday, March 6, 2019

Mar. 6 **NACo Open House & Luggage Storage**
8:00 am to 3:00 pm

660 North Capitol Street NW

Need a place to put your luggage while on the Hill? Please bring it to the lobby of the first-floor conference center at NACo HQ and ask for a tour of our headquarters, your office away from home!

Mar. 6 **Hill Visits**
8:00 am to 5:00 pm

Join us as we visit Capitol Hill to engage policymakers, staff members and leadership so we can let them know why stronger counties build a stronger America.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

Departments: Clerk of the Board

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Shannon Kendall, Clerk-Recorder

SUBJECT 2019 Calendar of Regular Meetings of the Board of Supervisors

AGENDA DESCRIPTION:

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

Rule 3 of the Mono County Board Rules of Procedure specifies that: an annual calendar of meetings shall be adopted by the Board at their first meeting in January. However, since the first Tuesday of January 2019 falls on a County holiday, the annual calendar of meetings shall be adopted prior to that date. The calendar will include all known regular meetings. Any meeting may be canceled upon the order of the Chair or by a majority of Board members.

RECOMMENDED ACTION:

Approve proposed calendar of regular meetings for 2019. Cancel any agreed upon meeting for 2019.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> 2019 List of Meetings

History

Time	Who	Approval
12/13/2018 4:58 PM	County Administrative Office	Yes

12/11/2018 2:10 AM

County Counsel

Yes

12/13/2018 1:47 PM

Finance

Yes



Jennifer Halferty ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

To: Honorable Board of Supervisors

From: Shannon Kendall, Clerk of the Board

Date: December 18, 2018

Subject

2019 Calendar of Regular Meetings of the Board of Supervisors

Recommendation

Approve proposed calendar of regular meetings for 2019.

Discussion

Rule 3 of the Mono County Board Rules of Procedure specifies that:

An annual calendar of meetings shall be adopted by the Board at their first meeting in January. The calendar will include all known regular meetings. Any meeting may be canceled upon the order of the Chair, or by a majority of Board members.

However, the first Tuesday of January 2019 falls on a County holiday, so it has been determined that the Board should adopt the calendar prior to that date.

Attached is a proposed calendar of meetings for calendar year 2019. This calendar reflects the current practice of holding the third regularly scheduled meeting of each month in the Town of Mammoth Lakes.

Fiscal Impact

None.

**Mono County Board of Supervisors
2019 Regular Meeting Calendar**

**January 1 (Cancelled)
January 8
January 15
January 22**

**February 5
February 12
February 19**

**March 5
March 12
March 19**

**April 2
April 9
April 16**

**May 7
May 14
May 21**

**June 4
June 11
June 18**

**July 2
July 9
July 16**

**August 6
August 13
August 20**

**September 3
September 10
September 17**

**October 1
October 8
October 15**

**November 5
November 12
November 19**

**December 3
December 10
December 17**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 18, 2018

TIME REQUIRED

SUBJECT Closed Session- Human Resources

**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): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. 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 Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time

Who

Approval