



# AGENDA

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

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

### Regular Meeting December 20, 2022

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#### TELECONFERENCE INFORMATION

This meeting will be held both in person and via teleconferencing with some members of the Board possibly attending from separate teleconference and remote locations. As authorized by AB 361, dated September 16, 2021, a local agency may use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency and local officials have recommended or imposed measures to promote social distancing or the body cannot meet safely in person and the legislative body has made such findings.

Teleconference locations will be available to the public at the following locations:

1. First and Second Meetings of Each Month in the Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Third Meeting of Each Month in the Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar.

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

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/86197807469> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 861 9780 7469.

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

To join the meeting by telephone: Dial (669) 900-6833, then enter Zoom Webinar ID 861 9780 7469. To provide public comment, press \*9 to raise your hand and \*6 to mute/unmute.

If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting: [http://monocounty.granicus.com/MediaPlayer.php?publish\\_id=fd043961-041d-4251-a6e8-803b439caa17](http://monocounty.granicus.com/MediaPlayer.php?publish_id=fd043961-041d-4251-a6e8-803b439caa17)

**NOTE:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or [bos@mono.ca.gov](mailto:bos@mono.ca.gov). Notification 48

hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

**2. RECOGNITIONS**

**A. Proclamation of Appreciation for Supervisor Stacy Corless**

Departments: Board of Supervisors

30 minutes

Proclamation of the Mono County Board of Supervisors recognizing outgoing Supervisor Stacy Corless.

**Recommended Action:** Approve proclamation recognizing outgoing Supervisor Stacy Corless.

**Fiscal Impact:** None.

**3. COUNTY ADMINISTRATIVE OFFICER**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

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

**5. CONSENT AGENDA**

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

**A. Resolution Making Findings under AB 361 - Related to Remote Meetings**

Departments: County Counsel

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of December 20, 2022 through January 19, 2023.

**Recommended Action:** Adopt proposed resolution R22-\_\_\_, making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of December 20, 2022 through January 19, 2023.

**Fiscal Impact:** None.

**B. Amendment to Contract with Fechter & Company for Special District Audit Services**

Departments: Finance

Proposed contract amendment with Fechter & Company pertaining to Special District Audit Services.

**Recommended Action:** Approve and authorize County Administrator to sign contract amendment with Fechter & Company for Special District audit services for the period April 1, 2020 through December 31, 2023 and a not-to-exceed amount of \$145,000.

**Fiscal Impact:** FY2022/23 audit costs are estimated at \$50,250. The Finance Department 2023 approved budget includes \$36,100 to cover special district audit costs. Finance does not anticipate needing additional appropriations and will reevaluate budget needs at Mid-Year. Please see the attachment titled "Mono County special districts FY22 Agreement-FINAL signed" which outlines the cost per special district scheduled for each FY2021/22 audit.

**C. Proposed Amendment to Southern Mono Healthcare District's Conflict of Interest Code**

Departments: Clerk of the Board

All local government agencies, including special districts, are required by state law to adopt their own conflict-of-interest codes and to review such codes once every two years. The last conflict-of-interest code for the Southern Mono Healthcare District was approved by the Board of Supervisors on October 20, 2020. The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes for the County and all agencies in the county, including the Southern Mono Healthcare District, and must approve their code for it to take effect.

**Recommended Action:** Approve the new Conflict of Interest Code adopted by the Southern Mono Healthcare District.

**Fiscal Impact:** None.

**D. Appropriation Transfer Request for Temporary Clerk-Recorder Position**  
Departments: Clerk-Recorder

Appropriation Transfer Request (ATR) to increase the Modernization and the Micrographics budgets each by \$15,200 for the funding of a temporary Fiscal and Technical Specialist II position in the Clerk-Recorder's office. Funding is already available, but the appropriation must be increased.

**Recommended Action:** Approve Appropriation Transfer request to the Modernization and the Micrographics budgets (requires 4/5ths vote).

**Fiscal Impact:** Will increase the Modernization budget by \$15,200, and the Micrographics budget by \$15,200, for a total of \$30,400 from Funds 174 and 175, leaving a remaining Fund balance of over \$150,000 in Fund 174 and 175.

**E. Antelope Valley Regional Planning Advisory Committee (RPAC) Term Reappointments**

Departments: Community Development

Reappointment of members to the Antelope Valley Regional Planning Advisory Committee.

**Recommended Action:** Reappoint Eric Edgerton, Arden Gerbig, Patti Hamic-Christensen, Mark Langner, Don Morris, and Bruce Woodworth, to four-year terms on the Antelope Valley Regional Planning Advisory Committee, expiring Dec. 31, 2026, as recommended by Supervisor Peters.

**Fiscal Impact:** None.

**F. Bridgeport Valley Regional Planning Advisory Committee (RPAC) Term Reappointments**

Departments: Community Development

Reappointment of members to the Bridgeport Valley Regional Planning Advisory Committee.

**Recommended Action:** Reappoint Jeff Hunewill, Justin Nalder and Steve Noble to three-year terms on the Bridgeport Valley Regional Planning Advisory Committee, expiring Dec. 31, 2025, as recommended by Supervisor Peters.

**Fiscal Impact:** None.

**G. D & S Waste Contract Limit Second Amendment**

Departments: Public Works

Proposed contract second amendment with D&S Waste Removal pertaining to

contract limit adjustment.

**Recommended Action:** Approve second amendment to adjust contract limit and authorize the County Administrative Officer to execute said contract amendment on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** This Contract Amendment is to increase the annual limit of \$52,000 by \$43,000 for a new annual limit of \$95,000; and to increase the contract limit of \$260,000 by \$25,000 for a new contract limit of \$285,000. The increase is to account for Consumer Price Index (CPI) adjustments, increased gate fees and reimbursable charges from special projects. The County's FY22/23 adopted budget has sufficient budget savings to cover this cost increase.

**H. D & S Waste Contract Renewal 2023**

Departments: Public Works

Proposed contract with D&S Waste Removal, Inc. pertaining to trash and recycling collection services at facilities owned and/or operated by the County.

**Recommended Action:** Approve a new three-year contract for D&S Waste Removal, Inc. and authorize the County Administrative Officer to execute said contract on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** This proposed Contract is adjusted for an annual limit of \$100,000 and a total contract limit of \$300,000, to account for Consumer Price Index (CPI) adjustments, increased gate fees and reimbursable charges from special projects. The new contract base service fee for trash collection and disposal services at county-owned and operated facilities is proposed at \$26,671 annually, to be funded by the Facilities budget in the General Fund. The remaining limit balance of \$73,329 is available to support special projects, events, and future CPI / gate fee adjustments.

**I. Adoption of the 2022 California Building Code**

Departments: Community Development

Proposed ordinance on the 2022 California Building Code, modified as directed during the public hearing by the Board of Supervisors on December 13, 2022.

**Recommended Action:** Adopt proposed ordinance ORD 22-\_\_\_\_, Amending Title 15 of the Mono County Code Pertaining to Building Regulations and Uniform Codes.

**Fiscal Impact:** None.

**J. Small Residential Rooftop Solar Energy Permit Expediting Ordinance**

Departments: Community Development (Building)

Proposed ordinance for Small Residential Rooftop Solar Energy Permit Expediting, as presented at the public hearing before the Board on December 13, 2022.

**Recommended Action:** Adopt proposed ordinance R22-\_\_\_\_, Setting Forth Procedures for Expediting Permitting Processing for Small Residential Rooftop Solar Energy Systems.

**Fiscal Impact:** None.

**6. CORRESPONDENCE RECEIVED - NONE**

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

**7. REGULAR AGENDA - MORNING**

**A. Resolution Implementing Cost of Living Adjustment for Unrepresented Employees**

Departments: CAO

10 minutes

(Robert C. Lawton, CAO) - Proposed resolution establishing and adjusting the base compensation for unrepresented at-will employees to implement a 2% cost of living adjustment (COLA) for calendar year 2023.

**Recommended Action:** Adopt proposed resolution R22-\_\_\_, Establishing and adjusting the base compensation for unrepresented at-will employees to implement a 2% cost of living adjustment for calendar year 2023. Provide any desired direction to staff.

**Fiscal Impact:** The estimated incremental increase in salaries and benefits is approximately \$145,000 of which \$111,000 is the share for the County's General Fund (GF) and \$34,000 is the share for funds outside of the GF. This estimate includes the costs for salary, pension, Medicare taxes, and state disability contributions. These costs were not included in the FY22/23 adopted budget. If necessary, budget adjustments will be included during the mid-year review.

**B. Resolution Approving Essential Worker Pay**

Departments: CAO

10 minutes

(Robert C. Lawton) - Proposed resolution approving essential worker pay for specified employees as described in the American Rescue Plan Act of 2021.

**Recommended Action:** Adopt proposed resolution R22-\_\_\_. Provide any desired direction to staff.

**Fiscal Impact:** The fiscal impact of the propose essential worker payments is approximately \$502,000 to be funded with the County's non-recurring resources

(ARPA and LATCF). These amounts were not included in the Fiscal Year 2022-23 adopted budget. Budget adjustments will be proposed during the mid-year review.

**C. Employment Agreement - Seth Clark**

Departments: Human Resources and Sheriff

5 minutes

(Sheriff Braun) - Proposed resolution approving a contract with Seth Clark as Sheriff's Lieutenant, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution R22-\_\_\_, approving a contract with Seth Clark as Sheriff's Lieutenant, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The full cost of salary and benefits for an entire fiscal year is approximately \$271,435, of which \$157,042 is salary, \$11,778 is education incentive pay, \$22,735 is one time retention pay, and \$79,880 is benefits. Of this amount, approximately \$207,000 is included in the FY22/23 adopted budget.

**D. Employment Agreement - Mark Hanson**

Departments: Human Resources and Sheriff

5 minutes

(Sheriff Braun) - Proposed resolution approving a contract with Mark Hanson as Sheriff's Lieutenant, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution R22-\_\_\_, approving a contract with Mark Hanson as Sheriff's Lieutenant, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The full cost of salary and benefits for an entire fiscal year is approximately \$271,435, of which \$157,042 is salary, \$11,778 is education incentive pay, \$22,735 is one time retention pay, and \$79,880 is benefits. Of this amount, approximately \$207,000 is included in the FY22/23 adopted budget.

**E. Amendments to Franchise Solid Waste Agreements with D&S Waste Removal and Mammoth Disposal**

Departments: Solid Waste

15 minutes

(Justin Nalder, Solid Waste Superintendent ) - Amendments extending the terms of the current solid waste franchise agreements with D&S Waste Removal, Inc. and Mammoth Disposal, Co. for an additional 6 months to allow for the negotiation of longer-term franchise agreements.

**Recommended Action:** (1) Approve and authorize entry into Amendment to Primary Franchise Agreement Between the County of Mono and D&S Waste Removal, Inc. in substantially similar form to that attached, with minor adjustments as reviewed and approved by County Counsel, and at a price term that is calculated to reflect actual costs; and (2) Approve and authorize entry into Amendment to Primary Franchise Agreement Between the County of Mono and Mammoth Disposal in substantially similar form to that attached, with minor adjustments as reviewed and approved by County Counsel, and at a price term that is calculated to reflect actual costs.

**Fiscal Impact:** Revenue from tonnage Surcharges collected are estimated at around \$120,000 annually.

**F. Agreements for the Provision of Solid Waste Transfer, Transport and Disposal Services**

Departments: Solid Waste

20 minutes

(Justin Nalder, Solid Waste Superintendent ) - Proposed contracts with D&S Waste Removal, Inc. pertaining to integrated solid waste management within unincorporated Mono County, including (1) Master Contract for Integrated Solid Waste Management; (2) Transfer Services Contract; (3) Satellite Transfer Station Operations Contract; (4) Transport Services Contract; and (5) Disposal Services Contract (the "Contracts").

**Recommended Action:** Approve and authorize the Board Chair to sign Contracts with D&S Waste Removal, Inc. for the transfer, transport and disposal of solid waste generated within unincorporated Mono County for the period January 1, 2023, through December 31, 2033, with a County option to extend for up to ten additional years and a not-to-exceed amount of \$425,000 for the first year, adjusted annually based on a formula set forth in the contracts.

**Fiscal Impact:** \$425,000 from January 1, 2023 through December 31, 2023, annual adjustments thereafter based on CPI and fuel costs, paid out of the Solid Waste Enterprise Fund.

**8. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

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



**B. Closed Session - Exposure to Litigation**

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

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

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

**9. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 20, 2022

**Departments: Board of Supervisors**

**TIME REQUIRED** 30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Proclamation of Appreciation for  
Supervisor Stacy Corless

**AGENDA DESCRIPTION:**

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

Proclamation of the Mono County Board of Supervisors recognizing outgoing Supervisor Stacy Corless.

**RECOMMENDED ACTION:**

Approve proclamation recognizing outgoing Supervisor Stacy Corless.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Danielle Patrick

**PHONE/EMAIL:** 760-932-5535 / despinosa@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
12/16/2022 10:38 AM	County Counsel	Yes
12/16/2022 7:36 AM	Finance	Yes
12/16/2022 4:24 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 20, 2022

**Departments: County Counsel**

**TIME REQUIRED**

**SUBJECT** Resolution Making Findings under  
AB 361 - Related to Remote  
Meetings

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of December 20, 2022 through January 19, 2023.

**RECOMMENDED ACTION:**

Adopt proposed resolution R22-\_\_\_, making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of December 20, 2022 through January 19, 2023.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** x1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Recommendation</a>

**History**

Time	Who	Approval
12/7/2022 3:16 PM	County Counsel	Yes

12/1/2022 4:00 PM

Finance

Yes

12/16/2022 4:24 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher L. Beck  
Anne L. Frievalt

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*

South County Offices  
P.O. BOX 2415  
MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

**Paralegal**  
Kevin Moss

To: Board of Supervisors  
From: Stacey Simon  
Re: Resolution Making Findings Under AB 361 through January 19, 2023

**Recommended Action**

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of December 20, 2022 through January 19, 2023.

**Strategic Plan Focus Areas Met**

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

**Discussion**

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the “Brown Act”), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda

materials. The proposed resolution would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing. If the Board adopts the proposed resolution, then it may continue to meet under the modified Brown Act teleconference rules of AB 361 through January 19, 2023.

In order to continue to meet under those modified rules after that date, the Board will again need to reconsider the circumstances of the state of emergency and again make one of the additional findings required by AB 361.

Adoption of the proposed resolution *does not require* that the Board utilize the modified teleconference rules of AB 361 to meet remotely, but merely *authorizes* it to do so. Indeed, because the Board has commenced holding hybrid (partially remote, partially in-person) meetings, findings under AB 361 are necessary in order to enable those electing to participate from a remote location to do so under the modified teleconference rules.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704.



R22-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
MAKING FINDINGS UNDER AB 361 FOR  
THE PERIOD OF DECEMBER 20, 2022, THROUGH JANUARY 19, 2023**

**WHEREAS**, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, which Proclamation remains in effect; and

**WHEREAS**, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, modifying the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), subject to compliance with certain requirements; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, providing that the modifications would remain in place through September 30, 2021; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361, providing that a legislative body subject to the Brown Act may continue to meet under modified teleconferencing rules if the meeting occurs during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing; and

**WHEREAS**, the Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings of legislative bodies of the County of Mono, a copy of that recommendation is attached as an exhibit and incorporated herein; and

**WHEREAS**, in the interest of public health and safety, and in response to the local recommendation for measures to promote social distancing, the Mono County Board of Supervisors deems it necessary to invoke the provisions of AB 361 related to teleconferencing for such legislative bodies;

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

**SECTION ONE:** The recitals set forth above are true and correct and are adopted as findings of the Legislative Body.

**SECTION TWO:** The Legislative Body has reconsidered the circumstances of the State of Emergency issued by the Governor of California on March 4, 2020, in response to the COVID-19 pandemic.

1           **SECTION THREE:** Local officials continue to recommend measures to promote social  
2 distancing.

3           **SECTION FOUR:** Meetings of the Board of Supervisors may continue to be held under  
4 the modified teleconferencing rules set forth in AB 361 through January 19, 2023.

5           **SECTION FIVE:** Staff is directed to return to the Board no later than thirty (30) days  
6 after the adoption of this resolution for the Board to consider whether to again make the findings  
7 required to continue meeting under the modified teleconference procedures of AB 361.

8           **PASSED, APPROVED and ADOPTED** this 20th day of December, 2022, by the  
9 following vote, to wit:

10 **AYES:**

11 **NOES:**

12 **ABSENT:**

13 **ABSTAIN:**

\_\_\_\_\_  
Bob Gardner, Chair  
Mono County Board of Supervisors

14  
15           ATTEST:

APPROVED AS TO FORM:

16  
17  
18  
19           \_\_\_\_\_  
Clerk of the Board

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





# MONO COUNTY HEALTH DEPARTMENT

## Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284  
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

To: Board of Supervisors

From: Caryn K. Slack, Public Health Officer

Re: Recommendation regarding Social Distancing and Virtual Meetings

As Health Officer for Mono County, I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors and other County-related legislative bodies subject to the Brown Act, to minimize the spread of COVID-19. In workplaces, employers are subject to Cal/OSHA COVID-19 Temporary Standards (ETS).

Subchapter 7. General Industry Safety Orders  
Introduction

### §3205. COVID-19 Prevention.

*NOTE: See Executive Order N-84-20 (2019 CA EO 84-20), issued in response to the COVID-19 pandemic, which suspends certain provisions relating to the exclusion of COVID-19 cases from the workplace.*

(a) Scope.

(1) This section applies to all employees and places of employment, with the following exceptions:

(A) Work locations with one employee who does not have contact with other persons.

(B) Employees working from home.

(C) Employees with occupational exposure as defined by section 5199, when covered by that section.

(D) Employees teleworking from a location of the employee's choice, which is not under the control of the employer.

(2) Nothing in this section is intended to limit more protective or stringent state or local health department mandates or guidance.

(b) Definitions. The following definitions apply to this section and to sections 3205.1 through 3205.4.

(1) “Close contact” means being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” defined by this section. This definition applies regardless of the use of face coverings.

Whether vaccinated or not, positive individuals are contracting the Omicron variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease’s spread. Virtual board meetings allow for the participation of the community, county staff, presenters, and board members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in Mono County implement fully remote meetings to the extent possible.

If you have any questions regarding this recommendation, please do not hesitate to contact me, or Public Health Director Bryan Wheeler. We will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 20, 2022

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** Amendment to Contract with Fechter & Company for Special District Audit Services

**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 Fechter & Company pertaining to Special District Audit Services.

**RECOMMENDED ACTION:**

Approve and authorize County Administrator to sign contract amendment with Fechter & Company for Special District audit services for the period April 1, 2020 through December 31, 2023 and a not-to-exceed amount of \$145,000.

**FISCAL IMPACT:**

FY2022/23 audit costs are estimated at \$50,250. The Finance Department 2023 approved budget includes \$36,100 to cover special district audit costs. Finance does not anticipate needing additional appropriations and will reevaluate budget needs at Mid-Year. Please see the attachment titled "Mono County special districts FY22 Agreement-FINAL signed" which outlines the cost per special district scheduled for each FY2021/22 audit.

**CONTACT NAME:** Janet Dutcher

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

**SEND COPIES TO:**

Janet Dutcher, Kim Bunn, Joanne Werthwein

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report - Fechter &amp; Company Contract Amend #1</a>
<a href="#">Contract w/ Fechter &amp; Company - ORIGINAL</a>
<a href="#">Fechter &amp; Company Contract Amend #1</a>
<a href="#">Mono County special districts FY22 Agreement-FINAL signed</a>

**History****Time**

12/9/2022 3:16 PM

12/14/2022 3:03 PM

12/16/2022 4:24 PM

**Who**

County Counsel

Finance

County Administrative Office

**Approval**

Yes

Yes

Yes



# DEPARTMENT OF FINANCE

## AUDITOR-CONTROLLER

### COUNTY OF MONO

---

*Kim Bunn*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM, MPA*  
Director of Finance

*Gerald Frank*  
Assistant Finance Director  
Treasurer - Tax Collector

**Date:** December 20, 2022

**To:** Honorable Board of Supervisors

**From:** Janet Dutcher, Director of Finance

**Subject:** Proposed amendment to contract with Fechter & Company for special district audit services.

**Recommended Action:** Approve contract amendment #1 with Fechter & Company to increase the total contract spending limit to \$145,000.

**Discussion:** California State law requires independent special districts to submit to regular audits that can either be performed by a county auditor or a certified public accountant. The audits must be filed with the State Controller's Office and the County Auditor-Controller. The Finance Department contracts with Fechter & Company for the audits of 17 districts. In keeping with long-standing policy that former Finance Director Brian Muir brought to the Board, the districts pay in the aggregate \$11,450 of the audit cost and the Finance Department pays the rest. Finance Department manages the operation of these audits by acting as a liaison between the external auditors and district staff. Costs to contact these audits have increased significantly for this next round of schedule audits. This amount will exceed the CAO's signing limit when this next year of audit costs is combined with audit costs paid this year to date for past audits. Finance will need Board approval.

**Fiscal Impact:** FY2022/2023 audit costs are estimated at \$50,250. The Finance Department 2023 approved budget includes \$36,100 to cover special district audit costs. Finance does not anticipate needing additional appropriations and will reevaluate budget needs at Mid-Year. Please see attachment titled "Mono County special districts FY22 Agreement – FINAL signed" which outlines the cost per special district scheduled for a FY 2022 audit.

**AGREEMENT BETWEEN THE COUNTY OF MONO AND  
FECHTER & COMPANY FOR THE PROVISION OF  
SPECIAL DISTRICT AUDIT SERVICES ON AN AS-NEEDED BASIS**

**INTRODUCTION**

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “County”), may from time-to-time have the need for the special district audit services of Fechter & Company of Sacramento, California. (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in such Engagement Letters (“Letters”) as are requested from time-to-time from Contractor by the Director of Finance, or an authorized representative thereof (“Director”), during the term of this Agreement. In order to be binding on Contractor and County, all Letters must be signed by an authorized representative of Contractor and by the Director. All such duly-issued and signed Letters are incorporated herein by reference.

The County makes no guarantee or warranty, of any nature, concerning the minimum level or amount of services or work that will be requested of Contractor by the County under this Agreement. The County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

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

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

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

**2. TERM**

The term of this Agreement shall be from April 1, 2020, through December 31, 2023, unless sooner terminated as provided below.

### 3. CONSIDERATION

A. Compensation. The County shall pay Contractor in accordance with the “Schedule of Fees” (set forth in Attachment B, attached hereto and by reference incorporated herein) for the services and work described in any Letter issued pursuant to this Agreement.

B. Travel and Per Diem. Except as otherwise set forth in Attachment B, Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.

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

D. Limit Upon Amount Payable Under Agreement. 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 or work performed pursuant to any specific Letter, shall exceed \$69,000, total, nor \$69,000 in any twelve-month period (hereinafter referred to as “Contract Limit”). 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.

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

F. Federal and State Taxes.

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

(2) The County shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one-thousand fifteen hundred dollars (\$1,500.00).

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

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

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

Upon the County's issuance of a "Notice to Proceed" with respect to a specific Letter, Contractor's obligation is to perform, in a timely manner, the services and work identified in that Letter. It is understood by Contractor that its performance of those services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County will be performed within the time frame set forth in the Letter, unless circumstances outside Contractor's control cause delay and contractor provides timely notice of such circumstances.

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

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

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

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

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

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

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

#### **8. WORKERS' COMPENSATION**

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall



be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

## 9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or

canceled without thirty (30) days written notice to the County. If this Agreement contains an automatic annual renewal provision, then the Contractor shall provide County with an updated certificate of insurance and additional insured endorsement meeting the above requirements and applicable to the renewal term, by no later than June 30 of the then-current term, or this Agreement will automatically terminate on June 30 and shall not renew for the subsequent term.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

D. Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement necessary to effectuate this waiver, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

F. Requirements Based on Scope of Work. County reserves the right to add to or modify these requirements, including limits, based on the nature of the risk or other special circumstances associated with any individual Letter issued under this Agreement.

## **10. STATUS OF CONTRACTOR**

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

A. Contractor (unless otherwise specified herein) shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

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

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

## **11. DEFENSE AND INDEMNIFICATION**

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including reasonable litigation costs and attorney's fees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or Contractor's agents, officers, employees or any one employed by any of them, or anyone for whom those negligent acts or omissions, recklessness, or willful misconduct any of them may be liable. Contractor's obligation to defend, indemnify, and hold the County, its

agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

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

## **12. RECORDS AND AUDIT**

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

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

## **13. NON-DISCRIMINATION**

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

## **14. TERMINATION**

This Agreement may be terminated by the County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days' written notice of such intent to cancel. In addition, without canceling or terminating this Agreement, the County may, without cause and at will, cancel any particular Letter issued to Contractor by giving Contractor 48-hours' written notice of its intent to cancel that Letter. In either event, the County shall pay Contractor for services and work satisfactorily performed by Contractor before delivery of the County's cancellation notice. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) calendar days' written notice of such intent to cancel to the County.

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

## **15. ASSIGNMENT**

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

## **16. DEFAULT**

Version 1.1.19

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

For contracts that renew annually, termination for failure to provide required insurance certificates and endorsements shall be as set forth in paragraph 9.B.

#### **17. WAIVER OF DEFAULT**

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 24 below.

#### **18. CONFIDENTIALITY**

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

#### **19. CONFLICTS**

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

#### **20. POST-AGREEMENT COVENANT**

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

#### **21. SEVERABILITY**

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

#### **22. FUNDING LIMITATION**

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 24 below.

**23. VENUE**

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

**24. AMENDMENT**

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

**25. NOTICE**

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

County of Mono:  
Janet Dutcher  
Director of Finance  
P.O. Box  
Bridgeport, CA 93517  
jdutcher@mono.ca.gov

Contractor:  
Craig Fechter, CPA  
Fechter & Company  
3445 American River Drive, Suite A  
Sacramento, CA 95864  
Cfechter@gmail.com

**26. ENTIRE AGREEMENT**

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

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.**

**COUNTY OF MONO:**

**CONTRACTOR:**

By: Robert Lawton

By: Craig R Fechter  
Craig R Fechter (Jul 16, 2020 16:33 PDT)

Name: Robert Lawton

Name: Craig Fechter, CPA

Title: County Administrative Officer

Title: President

Date: Jul 16, 2020

Firm: Fechter & Company

Date: Jul 16, 2020

APPROVED AS TO FORM:

  
Stacey Simon (Jul 8, 2020 11:01 PDT)

County Counsel Date

APPROVED BY RISK MANAGEMENT:

  
Jacob Sloane (Jul 16, 2020 13:48 PDT)

Risk Management Date

**ATTACHMENT A**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND FECHTER & COMPANY  
FOR THE PROVISION OF SPECIAL DISTRICT AUDIT SERVICES  
ON AN AS-NEEDED BASIS**

**TERM:**

**FROM:** April 1, 2020

**TO:** December 31, 2023

**SCOPE OF WORK:**

Pursuant to individual Engagement Letters to be issued by Contractor, Contractor shall provide all labor, equipment, materials, supplies, research, transportation, taxes, and cover all other costs required to perform special district audit services for the County.

**WORK SCHEDULE:**

Requests for services or work and scheduling of work tasks shall be coordinated with the Director of Finance, or an authorized designee and/or as set forth in the Engagement Letter.

**ENGAGEMENT LETTERS**

Contractor shall provide the work and services specifically set forth in individual Engagement Letters to be issued and signed by the Director of Finance or designee and the Mono County Counsel or designee which, upon acceptance and execution by Contractor, will be attached hereto and incorporated by reference into this Agreement.

**ATTACHMENT B**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND FECHTER & COMPANY FOR  
THE PROVISION OF SPECIAL DISTRICT AUDIT SERVICES  
ON AN AS-NEEDED BASIS**

**TERM:**

**FROM:** April 1, 2020 **TO:** December 31, 2023

**SCHEDULE OF FEES:**

Special District audits for the years ended June 30, 2018 and 2019 shall be provided in accordance with the applicable Engagement Letter and for the following fixed fees:

- White Mountain FPD \$2,990
- Chalfant Valley FPD \$4,030
- Lee Vining PUD \$4,160
- Antelope Valley FPD \$5,200
- June Lake FPD \$7,280
- Long Valley FPD \$5,330
- Wheeler Crest FPD \$5,330
- Paradise FPD \$2,730
- Birchim CSD \$3,900

Total - \$40,950

Special District audits for other years will be provided in accordance with the Engagement Letters applicable to those years and for the amounts set forth therein.



**AGREEMENT AND FIRST AMENDMENT TO  
AGREEMENT BETWEEN THE COUNTY OF MONO AND  
FECHTER & COMPANY FOR THE PROVISION OF  
SPECIAL DISTRICT AUDIT SERVICES**

This Agreement and First Amendment is entered into October 20, 2022 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Fechter & Company of Sacramento, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about April 1, 2020 and pertaining to Contractor's provision of Special District Audit services to the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

**WHEREAS**, the parties entered into the Contract for the purpose of Contractor providing Special District Audit services; and

**WHEREAS**, subsequently, Contractor and County determined that it would be beneficial to both parties for Contractor to provide the following additional services: Special District audit services to the County; and

**WHEREAS**, accordingly, there is a need to amend the contract limit of the Contract to provide for such services;

**NOW, THEREFORE**, the parties agree as follows:

1. Paragraph 3.D. of the Contract ("Limit Upon Amount Payable") is hereby amended to increase the contract limit from \$ 69,000 to \$145,000.
2. All other provisions of the Contract not modified herein shall remain in full force and effect.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.**

**COUNTY OF MONO:**

\_\_\_\_\_  
Robert C. Lawton, County  
Administrative Officer

\_\_\_\_\_  
Date

Approved as to Form:



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

**CONTRACTOR:**

Scott German

Scott German (Dec 7, 2022 13:36 PST)

\_\_\_\_\_  
Scott German  
Fechter & Company Managing Partner

Dec 7, 2022

\_\_\_\_\_  
Date

August 26, 2022

Janet Dutcher County  
Auditor-Controller  
Mono County  
25 Bryant Street #2  
Bridgeport, California  
93517

We are pleased to confirm our understanding of the audit services we are to provide the County of Mono for the years ended June 30, 2022 for the following special districts:

- Antelope Valley FPD
- Birchim CSD
- Chalfant Valley FD CSD
- Lee Vining PUD
- Long Valley FPD
- Paradise FPD
- Wheeler Crest FPD
- White Mountain FPD

In addition, we confirm our understanding of the audit services we are to provide the County of Mono for the years ended June 30, 2018, 2019, 2020, 2021 and 2022 for the following special districts:

- Tri-Valley Groundwater Management District
- Antelope Water District
- Mono County Resource Conservation District

Collectively the above are referred to as the District's.

### **Audit Scope and Objectives**

We will audit the District's financial statements of the governmental activities and the disclosures, which collectively comprise the basic financial statements of the special districts listed above for the years indicated above. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the special district's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the special district's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion

or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited, if included in the District's report:

- Management's Discussion and Analysis
- Budget to Actual Comparison

### **Audit Objective**

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles or a modified cash basis, depending on the District's preference; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Audit Procedures—General**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We will identify the significant risks of material misstatement as part of our audit planning for each special district.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

## **Other Services**

We will also prepare the District's financial statements in conformity with the accounting method indicated for each special district listed below based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Our audit will be conducted on the basis that District's acknowledge and understand their responsibility for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with the accounting method listed below for each special district.

District's management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements,

(2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

District's management responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

District's management are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

District's management are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles or modified cash basis method depending on Districts preferred method. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

District's management agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Fechter and Company, Certified Public Accountants, or its assigns and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the state or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Fechter and Company, Certified Public Accountants personnel.

Scott German, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We will begin our audits at various times agreed upon by the special districts and issue all reports below no later than June 30, 2023.

The fees for each district for the one-year audits will be as follows:

<b>Special District</b>	<b>F/S Presentation</b>	<b>Audit Year</b>	<b>Audit Cost</b>
Antelope Valley FPD	Modified Cash Basis	June 30, 2022	\$ 4,500
Birchim CSD	GAAP - Accrual	June 30, 2022	\$ 4,500
Chalfant Valley FD	GAAP - Accrual	June 30, 2022	\$ 4,500
Lee Vining PUD	GAAP - Accrual	June 30, 2022	\$ 4,500
Long Valley FPD	Modified Cash Basis	June 30, 2022	\$ 4,500
Paradise FPD	Modified Cash Basis	June 30, 2022	\$ 4,500
Wheeler Crest FPD	Modified Cash Basis	June 30, 2022	\$ 4,500
White Mountain FPD	Modified Cash Basis	June 30, 2022	\$ 4,500
Tri-Valley GWM District	GAAP - Accrual	June 30, 2018, 2019, 2020, 2021, 2022	\$ 4,750
Antelope Water District	GAAP - Accrual	June 30, 2018, 2019, 2020, 2021, 2022	\$ 4,750
Mono County Resource Conservation District	GAAP - Accrual	June 30, 2018, 2019, 2020, 2021, 2022	\$ 4,750

The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered as noted above and are payable on presentation.

### **Reporting**

We will issue a written report upon completion of each audit of the District's financial statements. Our report will be addressed to each District's Board of Directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to County of Mono special districts and believe this letter accurately summarizes the significant terms of our engagement.

Fechter & Company maintains a license in good standing with the California State Board of Accountancy, we will notify you in writing with any changes to our license status.

If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Fechter and Company  
Certified Public Accountants

**RESPONSE:**

This letter correctly sets forth the understanding of County of Mono

Signature: Janet Dutcher

Title: Finance Director

Date: August 29, 2022





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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 20, 2022

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Proposed Amendment to Southern  
Mono Healthcare District's Conflict of  
Interest Code

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### **AGENDA DESCRIPTION:**

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

All local government agencies, including special districts, are required by state law to adopt their own conflict-of-interest codes and to review such codes once every two years. The last conflict-of-interest code for the Southern Mono Healthcare District was approved by the Board of Supervisors on October 20, 2020. The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes for the County and all agencies in the county, including the Southern Mono Healthcare District, and must approve their code for it to take effect.

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### **RECOMMENDED ACTION:**

Approve the new Conflict of Interest Code adopted by the Southern Mono Healthcare District.

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### **FISCAL IMPACT:**

None.

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**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 7609325538 / sdedman@mono.ca.gov

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### **SEND COPIES TO:**

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### **MINUTE ORDER REQUESTED:**

YES  NO

---

### **ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Letter from SMHD</a>
<input type="checkbox"/> <a href="#">SMHD Resolution</a>
<input type="checkbox"/> <a href="#">Updated SMHD COI</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/6/2022 10:05 AM	County Counsel	Yes
12/14/2022 3:04 PM	Finance	Yes
12/16/2022 4:25 PM	County Administrative Office	Yes



**C L E R K – R E C O R D E R – R E G I S T R A R**  
**C L E R K O F T H E B O A R D O F S U P E R V I S O R S**  
**C O U N T Y O F M O N O**

**P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517**  
**(760) 932-5530 • FAX (760) 932-5531**

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*Scheereen Dedman*  
*Clerk-Recorder-Registrar*

*Queenie Barnard*  
*Assistant Clerk-Recorder-Registrar*

To: Honorable Board of Supervisors  
From: Scheereen Dedman, Clerk of the Board  
Date: December 20, 2022

**Subject**

Proposed Amendment to Southern Mono Healthcare District's Conflict of Interest Code.

**Recommended Action**

Approve the new Conflict of Interest Code adopted by the Southern Mono Healthcare District.

**Discussion**

All local government agencies, including special districts, are required by state law (Government Code section 81000 *et seq.*) to adopt their own conflict-of-interest codes and to review such codes once every two years. The last conflict-of-interest code for the Southern Mono Healthcare District was due for an update to account for recent changes in some staff job duties and practices. Such codes and amendments thereto are not effective, however, until duly approved by the “code-reviewing body.” The Board of Supervisors is the code-reviewing body for the conflict-of-interest codes for the County and all agencies in the county, including the Southern Mono Healthcare District.

The revised conflict of interest code incorporates changes to several Southern Mono Healthcare District staff position duties and practices since the amendment adopting the prior code. The Board of Directors adopted the revised code on October 20, 2022. The code as adopted by the Board of Directors has been reviewed by County Counsel and complies with all applicable statutory requirements. Accordingly, I recommend Board approval.

**Fiscal Impact**

None.



2021 Press Ganey Guardian of Excellence Award Winner

TO: Mono County Board of Supervisors  
c/o Mono County Counsel  
Attn: Stacey Simon, County Counsel

FROM: Lindsey C. Sarullo, Compliance Officer & In-House Legal Counsel

RE: Southern Mono Healthcare District – Amended Conflict of Interest Code

DATE: October 24, 2022

---

I am employed by Southern Mono Healthcare District d/b/a Mammoth Hospital (SMHD) as Compliance Officer and In-House Legal Counsel. SMHD has completed its review of its Conflicts of Interest Code as required by CA Government Code §87306.5. SMHD's Conflicts of Interest Code adopts the model code set forth by Title 2, Division 6, CA Code of Regulations §18730, including any amendments thereto. In addition, the following revisions to SMHD's Conflicts of Interest Code are proposed:

- Revising the job titles for four designated positions;
- Removing a position title of the CEO as trustee of a plan that is no longer maintained; and
- Updating the frequency of review section to exactly mirror the frequency requirement provided in CA Government Code §87306.5.
- Adding in language recommended by the FPPC related to new positions and consultants.

At its public meeting on October 20, 2022, the SMHD Board of Directors reaffirmed its adoption of the current model code along with the formulation of disclosure categories and designation of employees, as well as the above referenced revisions.

On behalf of SMHD, please submit the following enclosures to the Mono County Board of Supervisors for review and approval: (1) A copy of SMHD's amendment Conflicts of Interest Code and (2) a copy of the associated SMHD Board Resolution 22-03.

Please contact me with any questions or comments regarding this matter.

Lindsey C. Sarullo

Enclosures

cc: SMHD

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Mammoth Hospital

P.O. Box 660 | 85 Sierra Park Road | Mammoth Lakes, CA 93546 | 760.924.3311 | Fax 760.934.1832

[www.mammothhospital.com](http://www.mammothhospital.com)

**METICULOUS CARE \* MEMORABLE PEOPLE \* MAJESTIC LOCATION**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
SOUTHERN MONO HEALTHCARE DISTRICT  
REAFFIRMING ADOPTION OF THE MODEL CONFLICT OF INTEREST CODE**

**RESOLUTION 22-03**

WHEREAS, the Political Reform Act, which is codified in Government Code Sections 81000, *et seq.* (the “Act”), prohibits public officials from using their official position to influence governmental decisions in which they have a financial interest; requires state and local government agencies to adopt and promulgate conflict of interest codes that identify all officials and employees within the agency who make governmental decisions; and provides that all persons in such designated positions must disclose their financial interests as specified in the agency’s conflict of interest code and as otherwise required by applicable law; and

WHEREAS, pursuant to Government Code Section 83112, the Fair Political Practices Commission (“FPPC”) has promulgated certain regulations, set forth in 2 California Code of Regulations (“CCR”) Sections 18109, *et seq.* (the “Regulations”), to carry out the purposes and provisions of the Act; and

WHEREAS, the FPPC adopted 2 CCR Section 18730, which sets forth a model conflict of interest code (“Model Conflict of Interest Code”) that governmental agencies may incorporate by reference along with the designation of the agency’s officials and employees who manage public investments and a list of disclosure categories identifying the types of investments, business entities, sources of income and real property interests that such officials and employees must disclose; and

WHEREAS, on or about April 22, 1993, the Board of Directors (“Board”) of the Southern Mono Healthcare District (“District”) has incorporated by reference the Model Conflict of Interest Code, inclusive of any amendments thereto, as the District’s conflict of interest code (the “District’s Conflict of Interest Code”); and

WHEREAS, the Board has periodically reconfirmed its adoption of the Model Conflict of Interest Code, inclusive of any amendments thereto; and updated as necessary its lists of designated positions and disclosure categories; and

WHEREAS, the Board directed the District’s In-House Legal Counsel and Compliance Officer to complete the biennial review of the District’s Conflict of Interest Code, the Act and the Regulations; and

WHEREAS, the District’s In-house Legal Counsel and Compliance Officer has determined

that the following amendments to the District's Conflicts of Interest Code are required and/or recommended:

1. Update the frequency of review section to mirror the statutory requirement.
2. Update the currently designated positions as follows:
  - a. revise the job titles of four designated positions
  - b. remove one no longer applicable job title.
3. Add in language, based on that recommended by the FPPC, to address new positions and consultants that participate in the making of decisions that may foreseeably have a material effect on any financial interest pending formal amendment of the COI Code.

WHEREAS, with the exception of the foregoing, no other amendments to the District's Conflict of Interest Code are currently required or recommended because at this time there have not been any other changes to the designated positions or disclosure categories set forth in the District's Conflict of Interest Code; and

WHEREAS, the District would like to reaffirm its adoption of the Model Conflict of Interest Code, inclusive of any amendments thereto, as the District's Conflict of Interest Code;

NOW, THEREFORE, upon motion duly made and seconded, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby reaffirms its adoption of the Model Conflict of Interest Code, inclusive of any amendments thereto, as the District's Conflict of Interest Code, as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
3. The In-House Legal Counsel and Compliance Officer is hereby directed to coordinate with the County of Mono to complete the review and approval process. Thereafter, the Board will take all action necessary to complete this update of the District's Conflict of Interest Code.

PASSED AND ADOPTED by the Board of Directors of Southern Mono Healthcare District, County of Mono, State of California, this 20<sup>th</sup> day of October 2022, at a regularly scheduled meeting of the Board of Directors held in accordance with the Bylaws of the District by the following votes:

AYES:

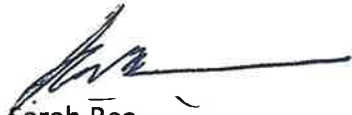
NOES:

ABSENT:



\_\_\_\_\_  
Laurey Carlson,  
Chair of the Board

ATTEST:



\_\_\_\_\_  
Sarah Rea,  
Secretary to the Board

EXHIBIT "A"

SOUTHERN MONO HEALTHCARE DISTRICT  
CONFLICT OF INTEREST CODE



**CONFLICT OF INTEREST CODE  
OF THE  
SOUTHERN MONO HEALTHCARE DISTRICT**

REVISED AND ADOPTED,  
AND EFFECTIVE,  
October 20, 2022

**CONFLICT OF INTEREST CODE**  
**OF THE SOUTHERN MONO HEALTHCARE DISTRICT**

**Section 1. Conflict of Interest Code – Adopted and Revised.**

The Political Reform Act (Government Code §§ 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted regulations (2 CCR § 18730) which contain the terms of a standard or model conflict of interest code. It can be incorporated by reference in an agency code, and after public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 CCR § 18730 (“The Model Code”) and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference.

Incorporation by reference of the terms of The Model Code, along with the designation of employees and the formulation of disclosure categories in the Appendices referred to below, constitute the adoption and promulgation of a conflict of interest code by the Southern Mono Healthcare District (“District”) within the meaning of Government Code § 87300 or the amendment of a conflict of interest code within the meaning of Government Code § 87306. The Model Code and the attached Appendices designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code (“Code”) of the District and are revised and adopted hereby. This Code amends and replaces all previous versions of conflict of interest codes of the District previously in effect.

**Section 2. Statements of Economic Interest – Filing Officer.**

Designated employees and Board members shall file their statements with the District, which will make the statements available for public inspection and reproduction as provided by law. Upon receipt of the statements of the Board and Chief Executive Officer, the District shall make and retain a copy and forward the originals of these statements to the Mono County Clerk for filing. Statements for all other designated officials and employees will be retained by the District.

### **Section 3. Purposes and Goals.**

The general purpose and goal of this Code is to afford the public an honest and impartial government. More specifically, the Board wishes to achieve the following objectives via this Code:

- (1) To assure the independence, impartiality and honesty of public officials in District actions and decisions;
- (2) To inform citizens of the existence of personal economic interests which may present a conflict of interest between an official's public trust and private gain;
- (3) To prevent public office from being used for personal gain, other than the remuneration provided by law;
- (4) To assure that District decisions and policy be made in the proper course according to the proper procedures and considerations;
- (5) To prevent special interests from unduly influencing District decisions and policy;
- (6) To assure to the extent possible that District decisions and policy reflect the public interest; and
- (7) To assure that no official will have economic interests which are in substantial conflict with the proper exercise of his official duties and powers.

### **Section 4. Further Definitions.**

In addition to the generality of definitions contained in The Model Code, the following definitions shall apply:

“Board” shall mean the Board of Directors of the District.

“Bylaws” shall mean the Bylaws of the District as they now exist and may be amended or modified from time to time.

“Chief Executive Officer” shall include the administrator of Mammoth Hospital and the District.

“District” shall mean the Southern Mono Healthcare District, formerly known as the Southern Mono Hospital District.

“District Law” shall mean the Local Healthcare District Law as set forth in Division 23 of the Health & Safety Code, §§ 32000, *et seq.*, as it now exists and may be amended or modified from time to time.

“DNV” shall mean Det Norske Veritas, the accreditation body of the District.

“Facilities” shall mean a District healthcare facility, hospital, clinic, or other establishment operated by the District.

“Governing Board” shall mean the Board of Directors of the District.

“Healthcare District” shall mean the Southern Mono Healthcare District, formerly known as the Southern Mono Hospital District.

“Hospital” shall mean Mammoth Hospital.

### **Section 5. General Provisions.**

(1) The Board, except as otherwise provided in the Code, may authorize any officer, or officers, or agent, or agents, to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of the District, and such authority to bind the District by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount. Such authority shall be pursuant to the District Law and the Bylaws, and as so authorized, may additionally be by resolution or noted in the minutes of the Board.

(2) The fiscal year of the District shall commence on the first day of July of each year and shall end on the last day of June of each year.

(3) The affairs and financial condition of the District shall be audited annually at the end of each fiscal year by a certified public accountant selected by the Board and a written report of such audit and appropriate financial statements submitted to the Board prior to completion of the first quarterly report of the year. Additional audits may be authorized as considered necessary or desirable by the Board. The annual audit report shall be reviewed and discussed by the Chief Executive Officer and the Board, and a summary of the results thereof shall be published in a newspaper of general circulation as provided for by law.

(4) The Code should be reviewed at least every even-numbered year (*i.e.*, biennial) and revised as necessary.

(5) Any and all remedies provided by the Code, law, operation of law, or otherwise, shall be deemed to be cumulative, and the choice of implementation of any particular remedy shall not be deemed to be an election of remedies to the mutual exclusion of any other remedy provided.

(6) In the event any term or provision of the Code is deemed to be in violation of law, null and void, or otherwise of no force or effect, the remaining terms and provisions of the Code shall remain in full force and effect.

(7) The Code shall be interpreted under and shall be consistent with the laws of the State of California, the District Law, and the Rules and Regulations of DNV, if applicable to the governance and accreditation of the District.

(8) No waiver of any breach or violation of any term, provision, article, or section of the Code shall be construed as a waiver of any succeeding breach or violation of the same. The consent or approval of the District to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent or approval of any subsequent or similar act or matter.

(9) Enforcement of any term, provision, article, or section of the Code shall be by proceedings at law or in equity against any persons or entities violating or attempting to violate the Code, either to restrain violation, compel compliance or action, or to recover damages.

(10) The District shall cause updated filings to be made upon the change in the roster of officers or directors of the Board as the same may occur from time to time with the California Secretary of State, County of Mono, and any other agency as may be applicable or required by law.

(11) Unless otherwise stated in the Code, or unless context otherwise requires, the definitions contained in the District Law shall govern the construction of the Code. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural number includes the singular, and the word “person” includes a corporation or other legal entity as well as a natural person.

Adopted as revised at the Regular Meeting of the Board of Directors of the Southern Mono Healthcare District, October 20, 2022.

**APPENDIX A**  
**LIST OF DESIGNATED POSITIONS**

<u>Job Title</u>	<u>Disclosure Category (ies)</u>
Member, Board of Directors	3, 4, 5, 6
Chief Executive Officer (“CEO”)	3, 4, 5, 6
Chief Financial Officer	3, 4, 5, 6
Chief Operating Officer	5, 7
Chief Information Officer	5, 7
Chief Medical Officer	5, 7
Chief Nursing Officer	5, 7
Facilities Manager	5, 7
Materials Manager	5, 7
Administrative Services Director	5, 8
CEO, as Trustee of Mammoth Hospital Employees’ Retirement Plan (403B)	5, 8
CEO, as Trustee of Mammoth Hospital Employees’ Deferred Compensation Plan (457b)	5, 8

Consultants/New Positions

A consultant and an employee in newly created position that makes or participates in the making of decisions is included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the Code, subject to the following limitation: The CEO may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The CEO’s determination is a public record and shall be retained for public inspection in the same manner and location as this Code. In general, unless outside legal counsel engaged to represent the District participates in making governmental decisions as defined in 2 CCR

§18704, they shall not be deemed to be “consultants” for purposes of the Code.

Exempt Positions

Employees holding secretarial, clerical, or manual positions, and other officials whose financial interests could not be affected materially by any action, failure to act, or decision taken by them within the scope of their official duties shall not be required to file statements of financial interest.

**APPENDIX B**

**LIST OF DISCLOSURE CATEGORIES**

<u>Disclosure Category</u>	<u>Required Disclosure</u>
1	All interests in real property located in Mono and Inyo Counties, as well as investments, business positions and sources of income, including gifts, loans, and travel payments.
2	All investments, business positions and sources of income, including gifts, loans, and travel payments.
3	All interests in real property located in the District's jurisdiction.
4	Any source of gross income of \$500 or more.
5	Any reportable gift received from sources in the District's jurisdiction with a fair market value of \$50 or greater.
6	Any investments and business positions with sources* in the District's jurisdiction totaling \$2,000 or more at any time during the reporting period.
7	Any reportable investments, business positions and income from sources* in the District's jurisdiction that provide leased facilities, goods, equipment, vehicles, machinery, or services of the type utilized by the District.
8	Any reportable investments, business positions and income from sources* in the District's jurisdiction that provide leased facilities, goods, equipment, vehicles, machinery, or services of the type used by the designated position's area of authority.

---

\* As used in Categories 5, 6, 7, and 8, "sources" refers to any entity located in, doing business in, planning to do business in, or which has done business during the prior two years in the District's jurisdiction.





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 20, 2022

**Departments: Clerk-Recorder**

**TIME REQUIRED**

**SUBJECT** Appropriation Transfer Request for  
Temporary Clerk-Recorder Position

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Appropriation Transfer Request (ATR) to increase the Modernization and the Micrographics budgets each by \$15,200 for the funding of a temporary Fiscal and Technical Specialist II position in the Clerk-Recorder's office. Funding is already available, but the appropriation must be increased.

**RECOMMENDED ACTION:**

Approve Appropriation Transfer request to the Modernization and the Micrographics budgets (requires 4/5ths vote).

**FISCAL IMPACT:**

Will increase the Modernization budget by \$15,200, and the Micrographics budget by \$15,200, for a total of \$30,400 from Funds 174 and 175, leaving a remaining Fund balance of over \$150,000 in Fund 174 and 175.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 7609325538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Appropriation Transfer Request</a>

**History**

Time	Who	Approval
12/8/2022 1:04 PM	County Counsel	Yes

12/14/2022 3:07 PM

Finance

Yes

12/16/2022 4:25 PM

County Administrative Office

Yes



**C L E R K – R E C O R D E R – R E G I S T R A R**  
**C L E R K O F T H E B O A R D O F S U P E R V I S O R S**  
**C O U N T Y O F M O N O**

---

**P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517**  
**(760) 932-5530 • FAX (760) 932-5531**

*Scheereen Dedman*  
*Clerk-Recorder-Registrar*

*Queenie Barnard*  
*Assistant Clerk-Recorder-Registrar*

To: Honorable Board of Supervisors  
From: Scheereen Dedman, Clerk of the Board  
Date: December 20, 2022

Subject

Appropriation transfer request for a temporary position in the Clerk-Recorder's office.

Recommended Action

Approve Appropriation Transfer request to the Modernization and Micrographics budgets (requires 4/5ths vote).

Discussion

On October 4, 2022, the Board of Supervisors approved the Clerk-Recorder's contract with Tyler Technologies for the implementation of a new recording system. In an effort to ensure a seamless transition without any interruptions in service to the public, the Clerk-Recorder is requesting the Board of Supervisors to approve a change in the Modernization and Micrographics budgets in order to hire a temporary employee to assist with implementation, as well as the archiving of historical recorded documents.

Fees are collected from every recorded document to be used by the county recorder for the purposes of: 1) to provide for the full operation for modernized creation, retention, and retrieval of information in each county's system of recorded documents (GC § 27361); and 2) to defray the cost of converting the county recorder's document storage system to micrographics for restoration and preservation of the county recorder's permanent archival microfilm (GC § 27361.4). These fees are collected in multiple funds, including the Micrographic trust fund and the Clerk's Modernization fund, and may only be used for the aforementioned reasons.

Fiscal Impact

Approval of this item will increase the Modernization budget by \$15,200, and the Micrographics budget by \$15,200, with funds already available.

Attachment

Signed appropriation transfer request.

**COUNTY OF MONO  
APPROPRIATION TRANSFER REQUEST**

<b>Department Name:</b>	Clerk Recorder	<b>Date:</b>	12/20/2022
<b>Prepared by:</b>	Scheereen Dedman	<b>Phone:</b>	760-932-5538

**Action Type -**  
 Line Item Increase: + \*\*Make sure revenue increases and use of fund balance are negative in the adjustment column  
 Line Item Decrease: - \*\*Make sure expenditure decreases are negative in the adjustment column

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
+	173-27-180-21100	Salary and Wages		\$13,500.00	\$13,500.00
+	173-27-180-22100	Employee Benefits		\$1,700.00	\$1,700.00
	173	Fund Balance		(\$15,200.00)	
+	174-27-180-21100	Salary and Wages		\$13,500.00	\$13,500.00
+	174-27-180-22100	Employee Benefits		\$1,700.00	\$1,700.00
	174	Fund Balance		(\$15,200.00)	

**Total (Must equal \$0) \$0.00**

**Explanation**

**Please address the following for the Budget adjustment requested: (Attach memo if necessary)**

**1 - Why was this not anticipated at time of Budget Development?**

This is a new idea, in an effort to assist with the implementation of the new recording system, the redaction of old records, and to digitize old records.

**2 - Why are funds available for the budget adjustment?**


A portion of every recorded document is required by law to be held in these funds for specific uses.

**3 - Is this a non-recurring event or should this be reflected in next years budget?**

This will be a one time event, but will be reflected on next year's budget as well.

**Budget Request detail**

<input type="checkbox"/> Board Approval not required	<input type="checkbox"/> Revenue increase/decrease
<input checked="" type="checkbox"/> Board Approval required	<input checked="" type="checkbox"/> Appropriation increase/decrease
<input type="checkbox"/> Request for Contingency	

<b>1. Department Head - Signature</b> 	<b>2. Budget Office - Signature</b> <i>Megan M. Chapman</i>
<b>3. Finance Director - Signature</b> <i>Janet Dutcher</i>	<b>4. CAO Office - Signature</b> <i>Robert C. ...</i>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    December 20, 2022

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT**            Antelope Valley Regional Planning  
Advisory Committee (RPAC) Term  
Reappointments

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)  
Reappointment of members to the Antelope Valley Regional Planning Advisory Committee.

**RECOMMENDED ACTION:**

Reappoint Eric Edgerton, Arden Gerbig, Patti Hamic-Christensen, Mark Langner, Don Morris, and Bruce Woodworth, to four-year terms on the Antelope Valley Regional Planning Advisory Committee, expiring Dec. 31, 2026, as recommended by Supervisor Peters.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** April Sall

**PHONE/EMAIL:** 760.932.5423 / asall@mono.ca.gov; wsugimura@mono.ca.gov

**SEND COPIES TO:**

asall@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
12/7/2022 3:11 PM	County Counsel	Yes
12/14/2022 3:08 PM	Finance	Yes

12/16/2022 4:25 PM

County Administrative Office

Yes

# Mono County Community Development Department

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

## Planning Division

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

December 13, 2022

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

### RECOMENDATION

Reappoint Eric Edgerton, Arden Gerbig, Patti Hamic-Christensen, Mark Langner, Don Morris, and Bruce Woodworth, to four-year terms on the Antelope Valley Regional Planning Advisory Committee, expiring Dec. 31, 2026, as recommended by Supervisor Peters.

### FISCAL IMPACT

No fiscal impacts are expected.

### DISCUSSION

The Antelope Valley Regional Planning Advisory Committee (AVRPAC) may consist of up to 15 members. Current membership consists of 12 members. Supervisor Peters recommends the reappointment of six members listed above to a four-year term. The AVRPAC will consist of 12 members and three vacant seats. Terms last for four years and are staggered to facilitate smooth transitions. The following summarizes the status of appointments and RPAC membership:

#### Proposed reappointment to term expiring Dec. 31, 2026:

1. Eric Edgerton
2. Arden Gerbig
3. Patti Hamic-Christensen
4. Mark Langner
5. Don Morris
6. Bruce Woodworth

#### Existing Members

1. Charles Brown
2. Katie Buell
3. Debbie Bush
4. Sally Rosen
5. John Vannoy
6. Ned Welsh

#### Term Expires

12-31-24  
12-31-24  
12-31-24  
12-31-24  
12-31-24  
12-31-24

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

If you have questions regarding this matter, please contact April Sall at 760.932.5423 or Supervisor Peters.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 20, 2022

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT** Bridgeport Valley Regional Planning  
Advisory Committee (RPAC) Term  
Reappointments

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Reappointment of members to the Bridgeport Valley Regional Planning Advisory Committee.

**RECOMMENDED ACTION:**

Reappoint Jeff Hunewill, Justin Nalder and Steve Noble to three-year terms on the Bridgeport Valley Regional Planning Advisory Committee, expiring Dec. 31, 2025, as recommended by Supervisor Peters.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** April Sall

**PHONE/EMAIL:** 760.932.5423 / asall@mono.ca.gov

**SEND COPIES TO:**

asall@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">staff report</a>

**History**

Time	Who	Approval
12/7/2022 3:12 PM	County Counsel	Yes
12/14/2022 3:07 PM	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, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

December 13, 2022

**TO:** Honorable Mono County Board of Supervisors  
**FROM:** April Sall, Planning Analyst, for John Peters, District 4 Supervisor  
**RE:** Bridgeport Valley Regional Planning Advisory Committee Appointments

### RECOMENDATION

Reappoint Jeff Hunewill, Justin Nalder and Steve Noble to three-year terms on the Bridgeport Valley Regional Planning Advisory Committee, expiring Dec. 31, 2025, as recommended by Supervisor Peters.

### FISCAL IMPACT

No fiscal impacts are expected.

### DISCUSSION

The Bridgeport Valley Regional Planning Advisory Committee (BVRPAC) may consist of up to 11 members. Current membership consists of five members. Supervisor Peters recommends the reappointment of the three members listed above to three-year terms, which will clean up term renewals and ensure expirations are staggered every two years. The BVRPAC will consist of five members and six vacant seats. The above terms can be renewed with four-year terms at the next renewal period. The following summarizes the status of appointments and RPAC membership:

#### Proposed reappointment to term expiring Dec. 31, 2025:

1. Jeff Hunewill
2. Justin Nalder
3. Steve Noble

#### Existing Members

1. Brianna Brown
2. Jimmy Little

#### Term Expires

12-31-23  
12-31-23

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

If you have questions regarding this matter, please contact April Sall at 760.932.5423 or Supervisor Peters.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 20, 2022

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** D & S Waste Contract Limit Second Amendment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed contract second amendment with D&S Waste Removal pertaining to contract limit adjustment.

**RECOMMENDED ACTION:**

Approve second amendment to adjust contract limit and authorize the County Administrative Officer to execute said contract amendment on behalf of the County. Provide any desired direction to staff.

**FISCAL IMPACT:**

This Contract Amendment is to increase the annual limit of \$52,000 by \$43,000 for a new annual limit of \$95,000; and to increase the contract limit of \$260,000 by \$25,000 for a new contract limit of \$285,000. The increase is to account for Consumer Price Index (CPI) adjustments, increased gate fees and reimbursable charges from special projects. The County's FY22/23 adopted budget has sufficient budget savings to cover this cost increase.

**CONTACT NAME:** Jason Davenport

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

**SEND COPIES TO:**

Jason Davenport

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Attachment A: Contract Amendment</a>

History

Time

Who

Approval

12/15/2022 6:37 PM	County Counsel	Yes
12/16/2022 7:58 AM	Finance	Yes
12/16/2022 4:26 PM	County Administrative Office	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

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

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

**From:** Jason Davenport, Facilities Division

**Date:** 12/20/2022

**Re:** D & S Waste Contract Limit Amendment 2

**Recommended Action:**

Approve Amendment 2 to adjust Contract limit and authorize the County Administrative Officer to execute said Contract Amendment on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:**

This Contract Amendment is to adjust the annual limit of Fifty-two Thousand dollars (\$52,000) and the total Contract Limit of Two Hundred Sixty Thousand dollars (\$260,000) to account for Consumer Price Index (CPI) adjustments, increased gate fees and reimbursable charges from special projects that do not affect the budget for Contract Services fund.

The new Contract limit increase is requested as not to exceed Ninety-Five Thousand dollars (\$95,000) annually or Two Hundred Eighty-Five Thousand dollars (\$285,000) during the term of the Contract (Contract Limit). That is a limit increase of 83% for the remainder of the current annual service period. CPI and gate fees = 5% of the increase and effects the Contract Services fund which is funded by the General fund the remainder is reimbursable and affects the contract limit but not the Contract Services fund.

**Discussion:**

The present Contract with D & S Waste for Trash and Recycling Collection Services did not adequately account for the current CPI adjustments and gate fee increases or increased use for special projects (Jail and Elections office) reimbursed to the Contract Services fund.

This Amendment is to address the necessary Contract limit increases to account for the difference in payments for the remainder of the Contract.

**Attachment:**

Attachment A – D&S Waste Removal Contract Amendment 2

**AGREEMENT AND SECOND AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF MONO AND D&S WASTE REMOVAL, INC. FOR TRASH AND  
RECYCLING COLLECTION SERVICES AT FACILITIES OWNED AND/OR  
OPERATED BY MONO COUNTY**

This AGREEMENT AND SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF MONO AND D&S WASTE REMOVAL, INC. FOR TRASH AND RECYCLING COLLECTION SERVICES AT FACILITIES OWNED AND/OR OPERATED BY MONO COUNTY ("Amendment") is entered into by and between the County of Mono ("County"), a political subdivision of the State of California, and D&S Waste Removal, Inc. ("Contractor") of Yerington, NV, for the purpose of amending the AGREEMENT. County and Contractor are sometimes referred to herein collectively as the "Parties."

**RECITALS**

A. The Parties previously entered into the Original Agreement on or about February 1, 2018, for the provision of trash and recycling collection services.

B. Paragraph 3.D. states that the total sum of all payments made by the County to the Contractor for services and work performed under this Agreement shall not exceed Fifty-two Thousand dollars (\$52,000.00) during any year during which this Agreement is in effect or Two Hundred Sixty Thousand dollars (\$260,000) during the term of this Agreement ("Contract Limit").

C. Agreement payments are expected to exceed the annual limit due to Consumer Price Index (CPI) adjustments and increased gate fees, as of August 1, 2022.

D. County has been satisfied with the services performed by Contractor under the Original Agreement and continues to have a need for Contractor's services.

E. In light of the foregoing, the Parties wish to amend the annual limit on sum of payments of the Original Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Paragraph 3.D. is amended to read as follows:  
"...the total sum of all payments made by the County to the Contractor for services and work performed under this Agreement shall not exceed Ninety-Five Thousand Dollars (\$95,000.00) during any year during which this Agreement is in effect or Two Hundred Eighty-Five Thousand dollars (\$285,000) during the term of this Agreement ("Contract Limit")."
2. All other provisions of the Agreement, not expressly amended or modified by this Amendment, shall remain in full force and effect.
3. This Amendment may be executed in two (2) or more counterparts (including electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same written instrument.

IN WITNESS of the foregoing, the Parties have signed this Second Amendment through their duly authorized representatives, as set forth below:


**County of Mono:**

By: \_\_\_\_\_  
Name: Bob Lawton  
Title: Chief Administrative Officer  
Date: \_\_\_\_\_


**Contractor:**

By: Darrol J. Brown  
Darrol J. Brown (Dec 14, 2022 11:44 PST)  
Name: Darrol J. Brown  
Title: President  
Firm: D&S Waste Removal, Inc.  
Date: Dec 14, 2022  
Tax ID: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Dec 13, 2022  
County Counsel

APPROVED BY RISK MANAGEMENT:

  
\_\_\_\_\_  
Dec 13, 2022  
Risk Manager



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 20, 2022

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** D & S Waste Contract Renewal 2023

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Proposed contract with D&S Waste Removal, Inc. pertaining to trash and recycling collection services at facilities owned and/or operated by the County.

---

### RECOMMENDED ACTION:

Approve a new three-year contract for D&S Waste Removal, Inc. and authorize the County Administrative Officer to execute said contract on behalf of the County. Provide any desired direction to staff.

---

### FISCAL IMPACT:

This proposed Contract is adjusted for an annual limit of \$100,000 and a total contract limit of \$300,000, to account for Consumer Price Index (CPI) adjustments, increased gate fees and reimbursable charges from special projects. The new contract base service fee for trash collection and disposal services at county-owned and operated facilities is proposed at \$26,671 annually, to be funded by the Facilities budget in the General Fund. The remaining limit balance of \$73,329 is available to support special projects, events, and future CPI / gate fee adjustments.

---

**CONTACT NAME:** Jason Davenport

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

---

### SEND COPIES TO:

Jason Davenport

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

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



---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/16/2022 10:38 AM	County Counsel	Yes
12/16/2022 8:04 AM	Finance	Yes
12/16/2022 4:26 PM	County Administrative Office	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

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760.932.5440 • FAX 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

---

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

**From:** Jason Davenport, Facilities Division

**Date:** 12/20/2022

**Re:** D & S Waste Contract 2023

**Recommended Action:**

Approve new three-year Contract for D&S Waste Removal, Inc and authorize the County Administrative Officer to execute said Contract Amendment on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:**

This proposed Contract is adjusted for an annual limit of One hundred Thousand dollars (\$100,000) and the total Contract Limit of Three hundred Thousand dollars (\$300,000) to account for Consumer Price Index (CPI) adjustments, increased gate fees and reimbursable charges from special projects that do not affect the Facilities budget for Contract Services fund.

The new Contract base service fee for trash collection and disposal services at County owned and operated facilities is proposed at Twenty-six Thousand Six hundred and Seventy-one dollars and Twenty cents (\$26,671.20) annually, to be funded by the Facilities budget for Contract Services fund, that is funded by the General fund. The remaining limit balance of Seventy-three Thousand Three hundred and Twenty-eight dollars and Eighty cents (\$73,328.80) to be available for support of special projects, events, and future CPI / gate fee adjustments.

**Discussion:**

The present Contract with D & S Waste for Trash and Recycling Collection Services is expiring on December 31, 2022.

Public Works and the Facilities Division have been satisfied with the services provided by D&S Waste Removal, Inc and is proposing a renewal of said contract for an additional 3 years starting on January 1, 2023.

**Attachment:**

Attachment A – D&S Waste Removal Contract 2023

Attachment B – D&S Waste Removal Schedule of Fees

**AGREEMENT BETWEEN COUNTY OF MONO  
AND D&S WASTE REMOVAL, INC.  
FOR THE PROVISION OF TRASH AND RECYCLING COLLECTION SERVICES AT  
FACILITIES OWNED AND/OR OPERATED BY MONO COUNTY**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the trash and recycling collection services at facilities owned and/or operated by County from D&S Waste Removal, Inc. (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

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

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

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

**2. TERM**

The term of this Agreement shall be from January 1, 2023, to December 31, 2025, unless sooner terminated as provided below.

### 3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed, not to exceed \$300,000 or \$100,000 in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

## 9. STATUS OF CONTRACTOR

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

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



## **9. DEFENSE AND INDEMNIFICATION**

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

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

## **10. RECORDS AND AUDIT**

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

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

## **11. NONDISCRIMINATION**

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

## **12. TERMINATION**

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

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

### **13. ASSIGNMENT**

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

### **14. DEFAULT**

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

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

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

### **16. CONFIDENTIALITY**

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

### **17. CONFLICTS**

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

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

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

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

## **19. SEVERABILITY**

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

## **20. FUNDING LIMITATION**

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

## **21. AMENDMENT**

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

## **22. NOTICE**

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

County of Mono:

Mono County Department of Public Works  
PO Box 457  
Bridgeport, CA 93517  
jdavenport@mono.ca.gov

Contractor:

D&S Waste Removal, Inc.  
PO Box 834  
Yerington, NV 89447  
Attn: Darrol Brown, President

**23. COUNTERPARTS**

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

**24. ENTIRE AGREEMENT**

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

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

**COUNTY OF MONO**

**CONTRACTOR**

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

By: Darrol J. Brown  
Darrol J. Brown (Dec 15, 2022 15:42 PST)

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

Title: President

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

Dated: Dec 15, 2022

APPROVED AS TO FORM:

  
\_\_\_\_\_

Dec 15, 2022

County Counsel

APPROVED BY RISK MANAGEMENT:

  
\_\_\_\_\_

Dec 15, 2022

Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND D&S WASTE REMOVAL, INC.  
FOR THE PROVISION OF TRASH AND RECYCLING COLLECTION SERVICES AT  
FACILITIES OWNED AND/OR OPERATED BY MONO COUNTY**

**TERM:**

**FROM: January 1, 2023      TO: December 31, 2025**

**SPECIAL PROVISIONS AND SCOPE OF WORK:**

The following special provisions and scope of work applies to trash and recycling collection services to be performed by Contractor at facilities owned and/or operated by County. The conditions contained herein describe the standards and specifications established for the performance of work requested under this Agreement.

1. Contract Administration.
  - A. Service will be effective at 12:01 am (PST) on January 1, 2023. Contract term shall conclude at 11 :59 pm (PST) on December 31, 2025.
  - B. In recognition that cost of service is tied to the gate fee schedule adopted for County disposal facilities, this Agreement may be opened for renegotiation of service rates upon any future change to County gate fee schedule.
  - C. Any change in service requested by Mono County shall be submitted to Contractor in writing and, upon negotiation of an acceptable price, shall be made a written addendum to this Agreement, pursuant to Paragraph 23 of this Agreement.
  - D. Work performed by Contractor under this Agreement shall include the furnishing of all labor, supervision, equipment, tools, materials, supplies, office space, transportation, fuel, and all other items necessary to perform the services and work required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not.
  - E. Work completed by Contractor pursuant to this Agreement shall be accomplished in a thorough, professional, and workmanlike manner so that County facilities are provided with efficient, reliable, neat, and high-quality service at all times.
  - F. This Agreement shall not be construed to be a license between Contractor and County. Further, County reserves the right to contract with another vendor at any time for provision of collection services not specified in this Agreement.
  - G. All services provided by Contractor at the County's request under this Agreement shall be performed in a manner consistent with any and all applicable Federal, State, and County statutes, codes, ordinances, resolutions, regulations, and leases, as now existing or as they may be later adopted, modified, or amended, and shall further comply with all approved permits, licenses, certifications, or other authorizations applicable to the services.
  - H. The Mono County Director of Public Works ("Public Works Director") shall be the designated County agent concerning the administration and implementation of this Agreement. It shall be the responsibility of the Public Works Director, or an authorized representative thereof, to determine whether Contractor is carrying out the terms and conditions of this Agreement in a good and workmanlike manner.
  - I. County may, at its sole discretion, extend the Term of this Agreement for up to two (2) additional years

commencing on the expiration date provided in the Agreement by notice to Contractor no later than December 31, 2025, or another date agreed to by the Parties.

## 2. Scope of Service.

A. Weekly collection service shall be provided at the County locations, with the type, quantity, and/or capacity of bins required at each, as specified in the Fee Schedule (Attachment B) or written amendments.

B. A once per year "Special Event" service shall be provided for Fourth of July festivities in the community of Bridgeport. This service shall include provision of, and one-time waste collection at, six each, six cubic yard disposal bins and one each, 40 cubic yard debris box ("roll-off box") during a one-week period through the Fourth of July holiday. The debris box shall be placed at the Bridgeport Road Shop grounds, and location of disposal bins shall be coordinated with the Department of Public Works.

C. Bins provided by Contractor for seasonal service shall be placed and be available for operation at the specified locations upon request by County. Location of bins at the campgrounds shall be coordinated with the Department of Public Works. Compensation shall be made for seasonal service only for the actual period of service requested by County. Bins provided for seasonal service shall be removed from each location no later than 5:00 pm on November 30 of each year.

D. Service calls shall be performed once per week at all locations, unless otherwise agreed and authorized in writing by County. Contractor shall furnish County with a written schedule of collection days for facilities in each community no later than January 31, 2023. Contractor shall provide County, in writing, with any revision to said schedule prior to its implementation.

E. Service calls to the campgrounds and to locations in residential areas shall be limited to the period between 7:00 am (PST) and 7:00 pm (PST), Monday through Saturday.

F. Contractor is made aware that campgrounds specified above are operated by County through lease agreements and that long-term duration of such is not assured. Therefore, as with any location contemplated under this Agreement, the campground portion of the scope of services may be eliminated in the future.

G. An annual review will be performed by the Department of Public Works each December to evaluate the usage and disposal capacity requirements at its facilities. Adjustments to the type, quantity, and/or capacity of bins may be made for the calendar year commencing at that time. Regardless, the County reserves the right to make adjustments, including additions, deletions, or modifications, to the type, quantity, and/or capacity requirements of bins at any location, including those not specified in the original bid request, at any time during the term of this Agreement.

H. The rate schedule presented in the Fee Schedule (Attachment B), or as modified pursuant to Section 5 of these Special Provisions, shall be applied in the event a facility or location is added to the scope of work provided herein or if a change in service is required at any location.

I. Contractor personnel shall collect for disposal or recycling, as the case may be, all waste placed in each bin or placed immediately adjacent to any disposal bin. Contractor collection vehicle drivers shall document any case of suspected illegal dumping or otherwise unauthorized use of disposal bins provided by Contractor under this Agreement.

J. Circumstances may require that Contractor provide a "will-call" service in the event a location needs to be serviced in addition to its regularly-scheduled service day. In such a case, County shall contact Contractor to request the additional service, and Contractor shall be compensated per the Fee Schedule (Attachment B) when the cost is presented as an additional line item on that month's invoice.

## 3. Security Requirements.

A. Latching and/or locking mechanism(s) shall be provided by Contractor to secure the lid onto the body for each and every bin provided under this Agreement to prevent unauthorized access.

B. Bins constructed to be "bear-resistant" shall be required for each and every bin in the campgrounds and at locations specified in the communities of June Lake and Lee Vining. These bins shall be the "Counter-Balanced Lid Containers," the equivalent of products number 10647 (2 cy) and 10649 (4 cy), manufactured

by: Consolidated Fabricators Corporation 4848 South Santa Fe Avenue Vernon, California 90058  
(800) 339-8335 (Calif.)

In addition, these bins shall each be equipped with an "Automatic Gravity-Operated Serio-Us Lock" locking mechanism suitable for the specific bin design and equivalent to that manufactured by: Serio-Us Industries, 9525 Berger Road, Suite K, Columbia, Maryland 21046 / (800) 245-6251

C. Except in campgrounds, all disposal and recycling bins provided under this Agreement shall be equipped with a high-security padlock at the expense of the contractor.

D. All padlocks installed on disposal bins located at community centers shall be keyed-alike. All padlocks for all remaining disposal bins (excluding campgrounds) shall also be keyed-alike, but with a different key configuration than that provided for the community centers. Contractor shall provide the Department of Public Works with twelve (12) copies of each pad lock key.

E. Contractor collection vehicle drivers shall ensure that the locking mechanism and padlock (where applicable) are in place and locked upon completion of each and every service call.

F. Any necessary replacement of padlocks shall be the responsibility of Contractor and shall be keyed to match system padlocks in place at that time.

#### 4. Disposal Bin & Collection Vehicle Specifications.

A. Disposal bins furnished by Contractor to fulfill the obligations of this Agreement shall be in compliance with the Franchise Agreement. Such bins shall be subject to County approval. All disposal bins shall be open-top style, unless otherwise authorized in writing by County, and shall be durable, constructed from structural steel plate with all welded seams. Reference is made to Section 3.B, above, for specific bin model requirements for County campgrounds and locations in the communities of June Lake and Lee Vining.

B. With the exception of the six cubic yard disposal bins, which shall be equipped with a hinged plastic lid, all disposal bins shall be equipped with a hinged metal lid;

C. Disposal bins utilized by Contractor in the performance of this Agreement shall be cleaned, maintained and painted in compliance with the Franchise Agreement.

D. Each disposal bin shall have the following information clearly and permanently affixed to the front panel:

- (1) the name and office telephone number of Contractor's business;
- (2) a statement that illegal dumping is prohibited pursuant to Mono County Ordinance
- (3) "bear-resistant" bins (required as specified in Section 3.8 above) shall be provided with information that clearly describes the steps for proper operation and closure of the lid.

E. The specific location of bin placement at each site shall be coordinated with the Public Works office or its field representative.

F. Contractor shall monitor the condition of all bins provided under this Agreement and provide maintenance and/or replacement as necessary to ensure proper functioning of equipment, including accessibility restrictions.

#### 5. Compensation and Billing.

A. Subject to the terms and conditions herein, the Fee Schedule (Attachment B) shall be adjusted annually in accordance with Section 13.01 .c.1 of the Franchise Agreement.

B. On or before December 15 of each year, beginning with December 15, 2023, County shall prepare and submit to Contractor for review the annual inflation adjustments to the service fees and supporting calculations. The Item Price Sheet enclosed in Attachment 8 shall be revised by the County to reflect annual adjustments and shall be effective on January 1 of the adjustment year, as stated in an amendment to this Agreement.

C. Consistent with the provisions of Section 3.E of this Agreement, Contractor's invoice for services shall be submitted to the office of the Mono County Department of Public Works not more frequently than once per month. In addition, Contractor's invoice shall provide line item details of each location that was

provided service in the preceding calendar month and shall include the following minimum information:

- (1) The date of each service call provided by Contractor during the billing period;
- (2) Name of service location;
- (3) Size and quantity of disposal bin(s) that is (are) being billed at each location;
- (4) Unit rate for disposal bin(s) and total charge being billed at each location; and,
- (5) Individual invoice number for each statement issued by Contractor.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND D&S WASTE REMOVAL, INC.  
FOR THE PROVISION OF TRASH AND RECYCLING COLLECTION SERVICES AT  
FACILITIES OWNED AND/OR OPERATED BY MONO COUNTY**

**FROM: January 1, 2023      TO: December 31, 2025**

**SCHEDULE OF FEES:**

CLICK HERE TO ENTER TEXT

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

**PART 1 - BASE BID:  
Trash Collection and Disposal Services at County Facilities**

<b>ITEM 1: Disposal Bin Unit Costs - Weekly Collection Service</b>					
<b>Bin Size (Nominal)</b>	<b>UNIT COST PER WEEK (by Community)</b>				
	<b>Benton &amp; Chalfant</b>	<b>Bridgeport</b>	<b>Crowley &amp; Paradise</b>	<b>June Lake &amp; Lee Vining</b>	<b>Walker</b>
95-GAL Cart ("Toter")	\$ 10.02	\$ 10.02	\$ 10.02	\$ 10.02	\$ 10.02
Two Cubic Yards (2 CY)	\$ 20.09	\$ 20.09	\$ 20.09	\$ 20.09	\$ 20.09
Three Cubic Yards (3 CY)	\$ 35.91	\$ 35.91	\$ 35.91	\$ 35.91	\$ 35.91
Four Cubic Yards (4 CY)	\$ 40.21	\$ 40.21	\$ 40.21	\$ 40.21	\$ 40.21
Five Cubic Yards (5 CY)	N/A	N/A	N/A	N/A	N/A
Six Cubic Yards (6 CY)	\$ 53.87	\$ 53.87	\$ 53.87	\$ 53.87	\$ 53.87

<b>ITEM 2: Disposal Bin Unit Costs - "Will Call" Service</b>					
<b>Bin Size (Nominal)</b>	<b>UNIT COST PER SERVICE CALL ("Will Call," by Community)</b>				
	<b>Benton &amp; Chalfant</b>	<b>Bridgeport</b>	<b>Crowley &amp; Paradise</b>	<b>June Lake &amp; Lee Vining</b>	<b>Walker</b>
Two Cubic Yards (2 CY)	\$ 35.91	\$ 35.91	\$ 35.91	\$ 35.91	\$ 35.91
Three Cubic Yards (3 CY)	\$ 40.21	\$ 40.21	\$ 40.21	\$ 40.21	\$ 40.21
Four Cubic Yards (4 CY)	\$ 53.87	\$ 53.87	\$ 53.87	\$ 53.87	\$ 53.87

Five Cubic Yards (5 CY)	N/A	N/A	N/A	N/A	N/A
Six Cubic Yards (6 CY)	\$ 69.91	\$ 69.91	\$ 69.91	\$ 69.91	\$ 69.91
40 CY Debris Box	\$ 1,576.86	\$ 1,576.86	\$ 1,576.86	\$ 1,576.86	\$ 1,576.86

<b>ITEM 3: Year-Round (12-Month) Weekly Trash Collection and Disposal Service</b>				
<b>Community and Facility</b>	<b>Size of Bin(s)</b>	<b>Quantity</b>	<b>Facility Cost Per Week</b>	<b>Annual Total</b>
<b>Benton</b>				
Community Center / Park	2 CY	1 EA	\$ 26.09	\$ 573.98
Road Shop	2 CY	1 EA	\$ 26.09	\$ 573.98
<b>Bridgeport</b>				
Animal Shelter	2 CY	1 EA	\$ 26.09	\$ 573.98
Bryant Field Airport	95-GAL	1 EA	\$ 10.02	\$ 220.44
Community Center / Park	4 CY	1 EA	\$ 46.21	\$ 1,016.62
County Courthouse	2 CY	1 EA	\$ 26.09	\$ 573.98
Courthouse Annex 1 & 2	6 CY	3 EA	\$ 161.61	\$ 3,555.42
Health Department	4 CY	1 EA	\$ 46.21	\$ 1,016.62
Probation Dept./ Sheriff	2 CY	1 EA	\$ 26.09	\$ 573.98
Road Shop	6 CY	1 EA	\$ 53.87	\$ 1,185.14
Social Services / Museum	2 CY	1 EA	\$ 26.09	\$ 573.98
<b>Chaffant</b>				
Community Center/Park	95-GAL	1 EA	\$ 10.02	\$ 220.44
Community Center/Park	2 CY	1 EA	\$ 26.09	\$ 573.98
<b>Crowley</b>				
Sheriff Substation / Park	4 CY	1 EA	\$ 46.21	\$ 1,016.62
Community Center	3 CY	1 EA	\$ 35.91	\$ 790.02
Road Shop	2 CY	1 EA	\$ 26.09	\$ 573.98
<b>June Lake:</b>				
Community Center	4 CY	1 EA	\$ 46.21	\$ 1,016.62
Marzano Ball Field	95-GAL	1 EA	\$ 10.02	\$ 220.44
<b>Lee Vining:</b>				
Lee Vining Airport	95-GAL	1 EA	\$ 10.02	\$ 220.44
Community Center	4 CY	1 EA	\$ 46.21	\$ 1,016.62
Road Shop	2 CY	1 EA	\$ 26.09	\$ 573.98
Guss Hess Park	4 CY	1 EA	\$ 46.21	\$ 1,016.62
<b>Walker:</b>				
Community Center / Park	4 CY	1 EA	\$ 46.21	\$ 1,016.62
Road Shop	2 CY	1 EA	\$ 26.09	\$ 573.98

Senior Center	4 CY	1 EA	\$ 40.21	\$ 1,010.62
Career Center	95-GAL	1 EA	\$ 10.02	\$ 220.44
Chichester House Clinic & Wellness	2 CY	1 EA	\$ 26.09	\$ 573.98
<b>Item 3 Sub-Total (Year-Round Service):</b>				<b>\$ 21,079.52</b>

<b>ITEM 4: Seasonal (April 15 to November 15) Weekly Collection Service</b>				
<b>Community and Facility</b>	<b>Size of Bin(s)</b>	<b>Quantity</b>	<b>Facility Cost Per Week</b>	<b>Annual Total<sup>1</sup></b>
<b>Bridgeport</b>				
Community Ball Field	2 CY	1 EA	\$ 26.09	\$ 417.44
Reservoir Marina	2 CY	1 EA	\$ 26.09	\$ 417.44
<b>Crowley:</b>				
Crowley Lake Ball Field	95-GAL	1 EA	\$ 10.02	\$ 160.32
<b>June Lake:</b>				
Gull Lake Park	4 CY	1 EA	\$ 40.21	\$ 739.30
<b>Lee Vining:</b>				
Mono Lake Park	4 CY	1 EA	\$ 40.21	\$ 739.30
<b>Campgrounds</b>				
Lundy	4 CY	4 EA	\$ 184.84	\$ 2,957.44
<b>Special Events</b>				
Bridgeport 4 <sup>th</sup> of July	6 CY	6 EA	N/A	\$ N/A
Bridgeport 4 <sup>th</sup> of July	40 CY	1 EA	N/A	\$ N/A
<b>Walker</b>				
Mountain Gate Park	95-GAL	1 EA	\$ 10.02	\$ 160.32
<b>Item 4 Sub-Total (Seasonal Service):</b>				<b>\$ 5,591.68</b>

<b>PART 1: TOTAL PROPOSAL COST</b>	
<b>TOTAL BASE BID PROPOSAL COST (Item 3 Sub-Total + Item 4 Sub-Total)<sup>1</sup>:</b>	<b>\$ 26,671.20</b>
<p>Note: The actual annual total will vary depending upon the number of weeks that service is provided; seasonal service (Apr. 15-Nov. 15) is calculated as (weekly rate) x (30 weeks).</p>	

**PART 1 - BASE BID:  
Trash Collection and Disposal Services at County Facilities**

<b>ITEM 1: Disposal Bin Unit Costs - Weekly Collection Service</b>					
<b>Bin Size (Nominal)</b>	<b>UNIT COST PER WEEK (by Community)</b>				
	<b>Benton &amp; Chalfant</b>	<b>Bridgeport</b>	<b>Crowley &amp; Paradise</b>	<b>June Lake &amp; Lee Vining</b>	<b>Walker</b>
95-GAL Cart ("Toter")	\$ 10.02	\$ 10.02	\$ 10.02	\$ 10.02	\$ 10.02
Two Cubic Yards (2 CY)	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04	\$ 20.04
Three Cubic Yards (3 CY)	\$ 35.91	\$ 35.91	\$ 35.91	\$ 35.91	\$ 35.91
Four Cubic Yards (4 CY)	\$ 40.21	\$ 40.21	\$ 40.21	\$ 40.21	\$ 40.21
Five Cubic Yards (5 CY)	N/A	N/A	N/A	N/A	N/A
Six Cubic Yards (6 CY)	\$ 53.87	\$ 53.87	\$ 53.87	\$ 53.87	\$ 53.87

<b>ITEM 2: Disposal Bin Unit Costs - "Will Call" Service</b>					
<b>Bin Size (Nominal)</b>	<b>UNIT COST PER SERVICE CALL ("Will Call," by Community)</b>				
	<b>Benton &amp; Chalfant</b>	<b>Bridgeport</b>	<b>Crowley &amp; Paradise</b>	<b>June Lake &amp; Lee Vining</b>	<b>Walker</b>
Two Cubic Yards (2 CY)	\$ 35.91	\$ 35.91	\$ 35.91	\$ 35.91	\$ 35.91
Three Cubic Yards (3 CY)	\$ 40.21	\$ 40.21	\$ 40.21	\$ 40.21	\$ 40.21
Four Cubic Yards (4 CY)	\$ 53.87	\$ 53.87	\$ 53.87	\$ 53.87	\$ 53.87

Five Cubic Yards (5 CY)	N/A	N/A	N/A	N/A	N/A
Six Cubic Yards (6 CY)	\$ 69.91	\$ 69.91	\$ 69.91	\$ 69.91	\$ 69.91
40 CY Debris Box	\$ 1,576.86	\$ 1,576.86	\$ 1,576.86	\$ 1,576.86	\$ 1,576.86

<b>ITEM 3: Year-Round (12-Month) Weekly Trash Collection and Disposal Service</b>				
<b>Community and Facility</b>	<b>Size of Bin(s)</b>	<b>Quantity</b>	<b>Facility Cost Per Week</b>	<b>Annual Total</b>
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Community Center / Park	2 CY	1 EA	\$ 26.09	\$ 573.98
Road Shop	2 CY	1 EA	\$ 26.09	\$ 573.98
<b>Bridgeport</b>				
Animal Shelter	2 CY	1 EA	\$ 26.09	\$ 573.98
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<b>Item 3 Sub-Total (Year-Round Service):</b>				<b>\$ 21,079.52</b>

<b>ITEM 4: Seasonal (April 15 to November 15) Weekly Collection Service</b>				
<b>Community and Facility</b>	<b>Size of Bin(s)</b>	<b>Quantity</b>	<b>Facility Cost Per Week</b>	<b>Annual Total<sup>1</sup></b>
<b>Bridgeport</b>				
Community Ball Field	2 CY	1 EA	\$ 26.09	\$ 417.44
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<b>Campgrounds</b>				
Lundy	4 CY	4 EA	\$ 184.84	\$ 2,957.44
<b>Special Events</b>				
Bridgeport 4 <sup>th</sup> of July	6 CY	6 EA	N/A	\$ N/A
Bridgeport 4 <sup>th</sup> of July	40 CY	1 EA	N/A	\$ N/A
<b>Walker</b>				
Mountain Gate Park	95-GAL	1 EA	\$ 10.02	\$ 160.32
<b>Item 4 Sub-Total (Seasonal Service):</b>				<b>\$ 5,591.68</b>

<b>PART 1: TOTAL PROPOSAL COST</b>	
<b>TOTAL BASE BID PROPOSAL COST (Item 3 Sub-Total + Item 4 Sub-Total)<sup>1</sup>:</b>	<b>\$ 26,671.20</b>
<p>Note: The actual annual total will vary depending upon the number of weeks that service is provided; seasonal service (Apr. 15-Nov. 15) is calculated as (weekly rate) x (30 weeks).</p>	



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 20, 2022

**Departments: Community Development**

**TIME REQUIRED**

**SUBJECT** Adoption of the 2022 California Building Code

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed ordinance on the 2022 California Building Code, modified as directed during the public hearing by the Board of Supervisors on December 13, 2022.

**RECOMMENDED ACTION:**

Adopt proposed ordinance ORD 22-\_\_\_\_, Amending Title 15 of the Mono County Code Pertaining to Building Regulations and Uniform Codes.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Tom Perry

**PHONE/EMAIL:** 760-965-3635 / tperry@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">Ordinance</a>
<a href="#">Exhibit A</a>

**History**

Time	Who	Approval
12/16/2022 3:09 PM	County Counsel	Yes



12/16/2022 3:40 PM

Finance

Yes

12/16/2022 4:27 PM

County Administrative Office

Yes

# Mono County Community Development Department

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

## BUILDING DIVISION

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

**Date:** December 20, 2022

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

**From:** Tom Perry, Building Official

**Re:** Second reading on the Adoption of the 2022 California Building Code

### RECOMMENDATION

1. Conduct a second reading on the adoption of the 2022 California Building Codes;
2. Introduce, read title, and waive further reading of a proposed ordinance to adopt a revised Chapter 15.04 of Mono County Code Title 15 with certain local amendments, additions and deletions and amend the previously adopted California Building Standards Code; and
3. Direct filing of modification, if approved, with the California Building Standards Commission; provide further direction to staff.

### FISCAL IMPACT

No fiscal impacts are anticipated. The ordinance updates existing local requirements to apply in conjunction with the 2022 California Building Standards Code that will take effect on January 1, 2023.

### BACKGROUND

The California Building Standards Commission is the state body responsible for reviewing, developing, approving, and administering the California Building Standards Code. Every three years, the code is published in its entirety with any changes. Local agencies are required to adopt these codes by reference pursuant to Health and Safety Code Section 17922 and Government Code Sections 50022.2 et seq. The next triennial code cycle for the 2022 California Building Standards Code becomes effective January 1, 2023 and is legally enforceable in Mono County regardless of if or when the County adopts them.

The California Building Standards Code (California Code of Regulations, Title 24) is a compilation of three types of building criteria from three different origins:

- Building standards that have been adopted by state agencies without change from building standards contained in international model codes;
- Building standards that have been adopted and adapted from the national model code standards to meet California conditions; and
- Building standards authorized by the California legislature that constitute extensive additions not covered by the model codes that have been adopted to address particular California concerns.

Notwithstanding, the national model code standards adopted into Title 24 apply to all occupancies in California except for modifications adopted by state agencies and local governing bodies.

State law authorizes cities and counties to make modifications to the building standards contained in the California Code that are deemed necessary due to local topographic, climatic, or geographic conditions. These standards, once adopted by the local jurisdiction, may take effect no sooner than the effective date of the California Code (in this case January 1, 2023) and must be filed with the Building Standards Commission.

**DISCUSSION**

The attached ordinance adopts the 2022 California Building Code by reference along with certain local amendments, additions, and deletions, and carries forward revisions specific to Mono County that were included in the previous code version in Title 15 of the Mono County Code.

For more information on technical code questions, please call Tom Perry at (760) 965-3635.

**ATTACHMENT**

Draft Ordinance 22-\_\_\_\_

Redline of Changes in Draft Ordinance 22-\_\_\_\_



1  
2  
3  
4  
5  
6                   **ORDINANCE NO. ORD 22-\_\_\_\_**  
7                   **AN ORDINANCE OF THE MONO COUNTY BOARD OF**  
8                   **SUPERVISORS AMENDING TITLE 15 OF**  
9                   **THE MONO COUNTY CODE PERTAINING TO**  
10                   **BUILDING REGULATIONS AND UNIFORM CODES**

11                   **WHEREAS**, Title 15 of the Mono County Code contains the Mono County Building  
12 and Construction ordinances and the Mono County Building Regulations, International  
13 Codes, and Uniform Codes; and

14                   **WHEREAS**, the California Buildings Standards Code (“State Code”) sets forth the  
15 uniform and international building standards by way of adoption of specific uniform and  
16 international building codes and standards by the California Building Standards Commission  
17 that is binding on the state, other public agencies, and private parties; and

18                   **WHEREAS**, the California Building Standards Commission has adopted the 2022  
19 California Building Code regulations based on the International Building Code, and has  
20 adopted revised codes including the 2022 California Electrical Code, the 2022 California  
21 Plumbing Code, the 2022 California Mechanical Code, the 2022 California Energy Code, the  
22 2022 California Historical Building Code, the 2022 California Fire Code, the 2022 California  
23 Residential Code, the 2022 California Green Building Standards Code, the 2022 California  
24 Administrative Code, the 2022 California Referenced Standards Code, the 2022 California  
25 Existing Building Code; the 2021 International Property Maintenance Code; and the 2016  
26 Edition of the American Concrete Institute 306R Guide to Cold Weather Concreting.  
27 Pursuant to state law each of the adopted state codes becomes effective as of January 1, 2023;  
28 and further, local agencies are required to adopt such codes by reference pursuant to Health  
and Safety Code Section 17922 and Government Code Sections 50022.2 et seq.; and

29                   **WHEREAS**, local agencies, including the County of Mono, may modify the provisions  
30 of the adopted State Building Codes when the local agency determines, and expressly finds,  
31 that such changes or modifications are reasonably necessary because of local climatic,  
32 geological or topographical conditions as provided in Health and Safety Code Sections  
33 17958.5, 17958.7, and 18941.5; and

34                   **WHEREAS**, the Board of Supervisors has previously made findings, and hereby  
35 expressly ratifies said findings, that all of Mono County is a snow area requiring specific  
36 ground snow load requirements, and that due to the climatic, geological, and topographic  
37 conditions found in Mono County that application of high-rise buildings requirements set  
38 forth in Section 403 of Chapter 4 of the 2022 California Building Code shall apply to any  
development of structures designed to have occupied floors (such as hotels and

1 condominiums) located more than 50 feet above the lowest levels accessible to fire  
2 department vehicles; and

3 **WHEREAS**, the Board of Supervisors finds that local climatic, geological or  
4 topographical conditions, including snow loads, high winds, and freezing temperatures,  
5 require the addition of the certain specified appendices of the 2022 California Building Code  
6 including Appendix C (Agricultural Buildings), and of the 2022 California Residential Code  
7 including Appendix AJ (Existing Buildings and Structures) and Appendix AQ (Tiny Houses).

8 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
9 **MONO ORDAINS** as follows:

10 **SECTION ONE:** That Title 15 of the Mono County Code is amended and Chapter 15  
11 entitled Building Regulations and Uniform Codes that will read as set forth in Attachment  
12 "A," which is attached hereto and incorporated herein by this reference.

13 **SECTION TWO:** The previous ordinances set forth in Chapter 15 of the Mono  
14 County Code are hereby repealed.

15 **SECTION THREE:** That if any section, subsection, sentence, clause or phrase of this  
16 ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the  
17 validity of the remaining portions of this ordinance. The Mono County Board of Supervisors  
18 hereby declares that it would have passed this ordinance, and each section, subsection, clause  
19 or phrase thereof, irrespective of the fact that any one or more sections, subsections,  
20 sentences, clauses, and phrases be declared unconstitutional.

21 **SECTION FOUR:** This ordinance shall become effective 30 days from the date of its  
22 adoption and final passage following a public hearing to be held pursuant to Government  
23 Code Sections 50022.2 et seq. The Clerk of the Board of Supervisors shall post this ordinance  
24 and also publish the ordinance or a summary thereof in the manner prescribed by  
25 Government Code section 25124 no later than 15 days after the date of this ordinance's  
26 adoption and final passage. If the Clerk fails to so publish this ordinance or a summary  
27 thereof within said 15 day-period, then the ordinance shall not take effect until 30 days after  
28 the date of publication.

**PASSED, APPROVED and ADOPTED** this 6th day of December, 2022 by the  
following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
BOB GARDNER, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

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

## Title 15 BUILDINGS AND CONSTRUCTION

**Chapters:**

### **Chapter 15.04 BUILDING REGULATIONS<sup>1</sup>**

#### **15.04.010 Purpose of chapter.**

This chapter is enacted for the purpose of adopting rules and regulations for the protection of the public health, safety and general welfare of the occupants and the public; governing the creation, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court area, sanitation, ventilation, and maintenance of any building used for human habitation; provided, however, that nothing in the codes adopted in this chapter shall be construed to prevent any person from performing his own building, mechanical, plumbing, or electrical work when performed with issued County of Mono permits in compliance with this chapter.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01 , § 1(Att. A), 1-21-2020)

#### **15.04.020 Express findings.**

The Mono County governing body makes express findings that the listed local modifications, additions, and amendments to the building standards contained in California Building Standards Codes, Title 24 are reasonably necessary because of local climatic, geological or topographical conditions, including snow loads, freezing temperatures, high winds, and remote mountain terrain. These local government amendments also provide a more restrictive building standard than that contained in California Building Standards Codes, Title 24 by including listed appendices and codes detailing requirements specific to the local climatic, geological or topographical conditions of Mono County. To facilitate ease of use by industry and building officials, certain of the amendments, additions and modifications to the regulations adopted by the California Building Standards Commission, Department of Housing and Community Development of the State of California and other agencies of the state of California, are made by reference to the appropriate California code.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01 , § 1(Att. A), 1-21-2020)

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<sup>1</sup>Editor's note(s)—Ord. No. 17-01, § 1, adopted 17-01, repealed the former Chapter 15.04, §§ 15.04.010—15.04.210, and § 2 of Ord. No. 17-01 enacted a new Chapter 15.04 as set out herein. The former Chapter 15.04 pertained to similar subject matter and derived from Ord. No. 15-01, adopted February 17, 2015.

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### **15.04.030 California Building Standards Codes, Title 24, Uniform, and International Codes adopted.**

The California Building Standards Commission has adopted the following codes, which are applicable within the County of Mono as a matter of state law, subject to the modifications and amendments contained in this chapter:

- A. 2022 California Administrative Code (California Code of Regulations Title 24, Part 1).
- B. 2022 California Building Code, (California Code of Regulations Title 24, Part 2) including the following appendices: Appendix C; (Group U-Agricultural Buildings).
- C. 2022 California Electrical Code, (California Code of Regulations Title 24, Part 3).
- D. 2022 California Mechanical Code, (California Code of Regulations Title 24, Part 4).
- E. 2022 California Plumbing Code, (California Code of Regulations Title 24, Part 5).
- F. 2022 California Energy Code, (California Code of Regulations Title 24, Part 6).
- G. 2022 California Historical Building Code (California Code of Regulations Title 24, Part 8).
- H. 2022 California Fire Code (California Code of Regulations Title 24, Part 9).
- I. 2022 California Existing Building Code Part 10, (California Code of Regulations Title 24, Part 10).
- J. 2022 California Referenced Standards Code (California Code of Regulations Title 24, Part 12).
- K. 2022 California Residential Code (California Code of Regulations Title 24, part 2.5) including the following Appendices: Appendix AJ (Existing Buildings and Structures); Appendix AQ (Tiny Houses).
- L. 2022 California Green Building Standards Code (California Code of Regulations Title 24, Part 11).
- M. 2016 American Concrete Institute (ACI) 306R Guide to Cold Weather Concreting.
- N. 2021 International Property Maintenance Code

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

### **15.04.040 Definitions.**

Whenever any of the following names or terms are used in this chapter or in any of the codes set forth above, unless the context directs otherwise, such names or terms so used shall have the meaning ascribed thereto by this section.

- A. "Building division," "electrical department," "plumbing department," "office of administrative authority," or "housing department" means the building division of Mono County.
- B. "Building official," "authority having jurisdiction [AHJ]" and similar references to a chief administrative position, mean the chief building inspector of the county; provided, however, that:
  - 1. Where such terms are used in connection with those duties imposed by a statute or ordinance upon the county health officer, said terms shall include the county health officer.
- C. "City" means the County of Mono when referring to a political entity, or an unincorporated area of said county when referring to area, "city clerk" means the county clerk and ex officio clerk of the board of supervisors, and "city council" or "mayor" means the board of supervisors of the County of Mono.

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- D. "Dwelling unit," includes, but is not limited to, each single-family dwelling and each habitation unit of an apartment, duplex, or multiple-dwelling structure designated as a separate place for habitation of family; "dwelling unit" also includes each guest room.
  - E. "Fire chief," means the chief of the fire protection district wherein a particular building is or is to be located or, for any area not within a fire protection district, the same shall mean the county fire marshal designated by the board of supervisors.
  - F. "Person," includes, but is not limited to, every person, firm, entity, or corporation engaging in a construction activity or through the services of any employee, agent, or independent contractor.
  - G. "Trailer space," means each space, area, or building in a trailer park or mobilehome park or other place, designed or intended as a place to accommodate any mobilehome, trailer, van, bus, or other vehicle or mobile structure, at a time when the same is being used as living or sleeping quarters for human beings.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.050 Filing of adopted Title 15 Codes.**

The Mono County Building Division shall maintain on file copies of the codes referred to in Section 15.04.030 and the codes shall be open to public inspection.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.060 Building permit expiration.**

All building permits and plan checks will expire under the following conditions:

- A. All applications and plans submitted for plan review shall become void after a period 180 days from the time of application. At this time any further application for the project will require a new plan check fee and new application submitted.
- B. All building division permits will become void thirty-six months (three years) after issuance, unless:
  - 1. A written request for a permit extension has been approved by the building official;
  - 2. The construction is progressing at a proponent's best rate; and
  - 3. The construction activity is posing no life-safety threat to the public or to any person.
- C. If the building or work authorized by such permit is not commenced within twelve months from the date of permit issuance, or if the building or work authorized by such permit is suspended or abandoned for a period of twelve months or more after the time the work has commenced, the permit shall expire. For purposes of this section, November 1 through April 1, due to climatic constraints associated with the winter months, will not be considered as part of the twelve month time schedule.
  - 1. Suspension and/or abandonment shall be determined by a lack of progress inspections for a period of more than one year since the last previously documented inspection. If a permit has expired, no work can recommence until a new application is applied for, plan check is completed, all permit fees are paid, and a new permit is issued.
- D. To receive an extension of time on an expired building permit the applicant shall submit a written request detailing the extenuating circumstances that prevented the completion of the project in the allotted time limits of the issued permit.



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1. Upon review and approval by the building official, an extension may be granted for an additional 180 days maximum. Should this additional 180-day time elapse, a new building permit shall be obtained prior to the continuation of work on the project unless another permit extension has been granted by the building official.
  2. The new permit fee will be calculated on the hourly amount of plan check required to reissue the permit, the balance of the work to be completed, and number of inspections estimated to final the issued permit.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.070 Building permit fees.**

All permit fees to include building, electrical, plumbing, and mechanical permits shall be paid to the building division in an amount set forth and adopted by resolution of the board of supervisors.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.080 Engineering plan check.**

Permit applications containing engineered design submitted to the Mono County Building Division for plan check review exceeding conventional light-frame construction code provisions in order to address seismic design, wind load, ground snow load, or because of unconventional or irregular design, may be subject to engineering plan check review by in-house or contract engineering consultants as determined on a case-by-case basis by the building official. All commercial structures containing engineering design requirements shall be subject to engineering plan check review. The expense for such plan check and design review by qualified engineers shall be paid by the project applicant.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.090 Planning, health, public works and other required approvals prerequisite to building permits issuance.**

No building permits shall be issued for any building for which an individual sewage disposal system, a connection to a public sewage collection system, an individual water supply system and/or a connection to a public water supply system must be installed, altered or added to until the building official is satisfied that all required county department application reviews for permits have been completed issued therefor.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.100 Building permit violations.**

Violations. Where work for which a permit is required by this code has been started prior to obtaining the required permits, the permit fees shall be assessed at a rate to recoup the time and materials spent by the building division staff to mitigate the violation. The payment of such assessed fees shall not relieve any persons from fully complying with the requirements of this code in execution of the work nor from any other penalties, prescribed herein.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

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### 15.04.110 Board of appeals.

The construction board of appeals shall hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of Mono County Title 15 and provide reasonable determinations of decisions rendered by the officials charged with the responsibility of enforcing the building codes, as amended from time to time including, but not limited to the following:

- A. Qualifications. The construction board of appeals (“board of appeals”) shall consist of at least five voting members, all of whom should be residents of Mono County. Any specific appeal shall be heard by at least a majority of the voting members.
  - 1. The members shall consist of persons with experience in the field of construction and deemed qualified to understand issues relating to this field.
  - 2. No county officer or employee shall serve as a voting member of the construction board of appeals.
  - 3. The members shall serve four years and may be reappointed after that for successive four-year terms. In order to ensure continuity on the board, terms shall be staggered, with two members of the initial board appointed for two-year terms and three members of the initial board appointed for four-year terms. Members of the initial board shall determine, through the drawing of lots, which two members shall serve two-year terms and which three members shall serve four-year terms.
- B. Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, or the provisions of this code do not fully apply, or an equally good or better form of construction has been proposed and denied by the building official.
  - 1. The board of appeals shall have no authority relative to interpretation of the administrative provisions of these codes, nor shall the board be empowered to waive requirements of these codes.
  - 2. Any cost for tests or research required by the board to substantiate the claim of the appellant shall be the sole responsibility of the appellant.
- C. Building Official Ex-Officio Member. The building official for Mono County shall be an ex-officio member of the board of appeals and shall act as secretary of said board of appeals but shall have no vote.
- D. Rules, Decisions, Legislative Recommendations. The board of appeals shall adopt reasonable rules and regulations for conducting its investigations and render all decisions and findings in writing to the appellant with a duplicate copy to the building official.
- E. Appeals to Board. Any person aggrieved by an order, decision, or determination of the official charged with the responsibility of enforcing those respective codes may, within twenty working days of the date of the order, decision, or determination was made, appeal to the board of appeals for a hearing.
  - 1. The appeal must be in writing and accompanied by a filing fee which shall be established by resolution of the county board of supervisors.
  - 2. The appeal shall be filed with the county building division and with the building official. A form will be provided at the community development department.
  - 3. All supporting documents shall be submitted with the form at the time of filing the appeal.

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- F. Hearing. The building official, or his or her designee, shall schedule a hearing within twenty working days of receiving the request for hearing and give notice of the time, place, and subject matter of the hearing to the person filing the appeal, and to each member of the board of appeals.
    - 1. The hearing shall be informal.
    - 2. The board of appeals shall announce its decision within five working days after the hearing has concluded.
  - G. Finality of Decision. The decision of the construction board of appeals shall be the final administrative decision, and no provision of any ordinance of the county shall be interpreted as permitting a further administrative appeal to the county board of supervisors or any other county board or commission.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.120 Utility connection.**

It is unlawful for any person, including utility companies, to connect electric power lines or liquefied petroleum gas permanently to any building or structure for which a permit is required by this chapter until such structure complies with all applicable ordinances and codes and has been approved by county building division final inspection as required under the California Building Code. This section shall not prohibit the erection and use of temporary power poles when approved by the building official, provided that such temporary electrical connections and facilities are removed prior to connection of permanent lines.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.130 Early connection of utility service.**

Where no building is located on a lot or parcel, no permit shall be issued for a septic system or an accessory building prior to issuance of a permit for a main building to be located on the same lot or parcel without the consent of the planning division. All temporary electric power poles shall be installed per requirements found in Article 590 of the California Electrical Code. The purpose of this provision is to furnish the planning division with sufficient information concerning the uses, size, area of coverage, or location of any main building that will or may be constructed thereon, in relation to such septic system, accessory building, or temporary power pole.

- A. Exceptions. Permits for temporary power poles to be used during time of construction may be issued prior to the main use being established, provided the following conditions have been met:
  - 1. All required plans have been submitted.
  - 2. All plan check fees, building permit fees, and any special fees have been paid in full.
- B. As used in this section, certain terms are defined as follows:
  - 1. "Accessory building" means and includes any building or structure the use of which is customarily subordinate or incidental to that of a main building or a main use of a certain kind of lot or parcel, for example, a garage or storage building.
  - 2. "Main building" means and includes a building or structure which is customarily used to carry out the main use of a lot or parcel of a certain kind.
  - 3. "Main use" means and includes the principal or dominant use for which a lot or parcel of a certain kind is customarily used.

- 4. "Temporary power pole" means and includes any pole placed for the conveyance of electrical energy for a limited period of time and is used in preparing for the main use of a certain kind of lot or parcel.
- C. Permanent electrical service may be connected to a building or structure prior to building division final inspection and approval provided that the applicant completes and signs a construction power agreement on a form provided by the Mono County Building Division stating that the project will meet the conditions on the agreement. The construction power agreement also includes a provision for electrical service disconnection, at the applicant's liability and expense, in the event of unauthorized usage of the electrical power.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

**15.04.140 Snow loads.**

All of Mono County shall be declared a snow area and this declaration pertains to all structures as defined in the California Building Code Section 202. Manufactured homes, factory-built housing (modular homes) and commercial coaches shall be subject to the specific design provisions of California Title 25 and under the jurisdiction of the California State Agency of Housing and Community Development (HCD). The snow loads, and the conditions of their application, shall be revised from time to time based on minimum California Building Code requirements, site specific case studies, and updated information as determined by the Mono County Building Official.

- A. "Structure" (as defined by the California Building Code Section 202): That which is built or constructed.

**MONO COUNTY SNOW LOAD DESIGN CRITERIA**

California Building Code

SNOW LOADS: Use exposure category D/Flat unobstructed areas ASCE 7-16 Table 7.3-1  $C_e = 0.9$  for high desert area roofs noted with\*.  
 Use exposure category C/Partially Exposed ASCE 7-16 7.3-1  $C_e = 1.0$  for all other roofs.  
 Use ASCE 7-16 Table 7.3-2 Thermal Factor  $C_t = 1.1$  for all roofs.

Use Fig. 7.4-1 in ASCE 7-16 for determination of  $C_s$  if roof meets criteria for slope reduction.

CLIMATE ZONE: 16

FROST DEPTH: 18" below exterior finished grade minimum

GROUND SNOW LOAD $p_g$ PSF – ROOF SNOW LOAD $p_r$ CONVERSION TABLE			
HIGH DESERT LOCATIONS	ELEVATION	GROUND SNOW LOAD $p_g$ (psf)	FLAT ROOF SNOW LOAD $p_r = (.7)(0.9 \text{ or } 1.0 = C_e)(1.1 = C_t)(1.0 = I_s)p_g =$ (psf)
Chalfant Valley*	4,200 ft.	55 psf	38 psf
Hammil Valley*	4,500 ft.	55 psf	38 psf
Paradise*	5,000 ft.	55 psf	38 psf
Topaz*	5,000 ft.	55 psf	38 psf
Coleville*	5,100 ft.	55 psf	38 psf
Benton*	5,400 ft.	55 psf	38 psf

Walker*	5,400 ft.	55 psf	38 psf
Bridgeport	6,470 ft.	65 psf	50 psf
Mono City	6,899 ft.	75 psf	58 psf
Long Valley (east of US 395)	7,000 ft.	80 psf	62 psf
Tom's Place	7,000 ft.	80 psf	62 psf

GROUND SNOW LOAD <sub>g</sub> PSF – ROOF SNOW LOAD <sub>r</sub> CONVERSION TABLE			
MOUNTAIN AREA LOCATIONS	ELEVATION	GROUND SNOW LOAD <sub>g</sub> (psf)	FLAT ROOF SNOW LOAD $p_r = (.7)(1.0=C_e)(1.1=C_t)(1.0=I_s)p_g =$ (psf)
Swall Meadows	6,400	100 psf	77 psf
Sonora Junction	6,500	155 psf	119 psf
Rancheria Estates	6,600	105 psf	81 psf
Pickel Meadow	6,800	155 psf	119 psf
Lee Vining	6,800	120 psf	92 psf
Long Valley (west of US 395)	7,000	125 psf	96 psf
Lundy Lake (lower)	7,000	150 psf	116 psf
Crowley Lake	7,000	125 psf	96 psf
Bald Mountain/Arcularius	7,100	150 psf	116 psf
Twin Lakes	7,200	140 psf	109 psf
Devil's Gate	7,400	155 psf	119 psf
Crestview	7,500	150 psf	116 psf
Swauger Creek	7,500	150 psf	116 psf
Convict Lake	7,580	155 psf	119 psf
June Lake	7,600	155 psf	119 psf
Lundy Lake (upper)	8,000	285 psf	220 psf
Virginia Lakes	9,600	285 psf	220 psf

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### 15.04.150 Defensible space and fire hazards reduction.

Prior to the issuance of a certificate of occupancy or final approval, the building official shall require that, where applicable, the defensible space requirements and other fire hazard reduction requirements have been met pursuant to Chapter 7A of the California Building Code and section R337 of the California Residential Code, and as that code may be amended from time to time. These requirements include, but are not limited to, the following:

Properties shall be maintained in accordance with the defensible space requirements contained in Government Code Section 51182 (unless exempted by Government Code Section 51183 or 51184) and Public Resources Code Section 4291, as applicable.

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- A. The existence or maintenance of any of the following conditions is prohibited:
1. Tree branches within ten feet of a chimney outlet or stovepipe outlet;
  2. Dead or dying tree branches adjacent to or overhanging a building;
  3. Leaves, needles, or other dead vegetative growth on the roof of any structure;
  4. Flammable vegetation or other combustible growth within thirty feet of an occupied dwelling or structure which prevents the creation of a firebreak;
  5. Brush, flammable vegetation, or combustible vegetation located between thirty and one hundred feet of an occupied dwelling or structure which prevents the creation of a reduced fuel zone; or
  6. Brush or other flammable material within ten feet of a propane tank.
- B. For the purposes of this section, the following definitions shall apply:
1. "Firebreak" shall mean an area of land within thirty feet of an occupied dwelling or structure or to the property line, whichever is closer, in which all flammable vegetation or other combustible growth has been removed. The creation of a firebreak shall not require the removal of single specimens of trees or other vegetation that is well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to any dwelling or structure.
  2. "Reduced fuel zone" shall mean an area between thirty and one hundred feet of an occupied dwelling or occupied structure or to the property line, whichever is closer, in which all brush, flammable vegetation or combustible growth has been removed. The creation of a reduced fuel zone shall not require the removal of single specimens of trees or other vegetation that is well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to a dwelling or structure. Grass and other vegetation located more than thirty feet from the dwelling or structure and less than eighteen inches in height above the ground may be maintained where necessary to stabilize the soil and prevent erosion.
- C. No person shall be required to maintain any clearing on any land if that person does not have the legal right to maintain the clearing, nor is any person required to enter upon or damage property that is owned by another person without the consent of that person.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-0, § 1(Att. A), 1-21-2020)

#### **15.04.160 Roof projections.**

All flues, fireplace chimneys, or other projections through the roof shall be protected from damage by sliding snow or ice. This shall be accomplished by using guys, formed metal guards, saddles, or other methods approved by the building official.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.170 Agricultural storage structures.**

Agricultural structures for the storage of field-grown products only, with at least three sides completely open, may utilize slope reduction factors in ASCE 7-16 for "Unobstructed Slippery Surfaces" per 7-2B, as determined by the building official.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

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#### **15.04.180 Manufactured truss submittal requirements.**

- A. All manufactured trusses shall be designed by a California licensed civil or structural engineer.
  - 1. Truss design submittals and calculations may be “deferred submittals” and shall be submitted prior to or at the time of roof sheathing inspection.
  - 2. If the truss design submittals and calculations are not submitted at this time, no further inspections will be conducted until this information has been provided for review and approval.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01 , § 1(Att. A), 1-21-2020)

#### **15.04.190 Environmental air ducts and exhaust ventilation.**

Ducts used for domestic kitchen range shall terminate to the exterior and be of metal and have a smooth interior surface. All bathrooms, water closets compartments, laundry rooms, and similar rooms shall be equipped with a mechanical exhaust ventilation system connected directly to the outside capable of providing a minimum ventilation rate of fifty cubic feet per minute for intermittent ventilation or twenty five cubic feet per minute for continuous ventilation specific to seasons of extreme cold and snow where exterior natural ventilation is not practical.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01 , § 1(Att. A), 1-21-2020)

#### **15.04.200 High-rise structure requirements.**

Each building having floors used for human occupancy located more than fifty feet above the lowest level of fire department vehicle access shall comply with the standards set forth in Section 403 of Chapter 4 of the California Building Code and any similar requirements from time to time adopted by the California Building Standards Commission pertaining to high-rise buildings designed for human occupancy.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.210 Electric Vehicle Charging Station Permit Expediting Ordinance**

##### **A. Title and Authority.**

This Ordinance shall be known as the County of Mono Electric Vehicle Charging Station Permit Expediting Ordinance.

The section is enacted pursuant to Government Code section 65850.7 as established by Assembly Bill 1236.

##### **B. Purpose and Intent.**

The intent of this section is to create an expedited, streamlined permit process that complies with AB 1236 and Government Code section 6550.7 to achieve timely and cost-effective installation of electric vehicle charging stations. This section encourages installation of electric vehicle charging stations by removing unreasonable obstacles to permitting for charging stations so long as the action does not supersede the Building Official’s authority to address higher priority life-safety situations. This section allows the County to achieve these goals while protecting public health and safety.

##### **C. Applicability.**

- 1. This section applies to the permitting of electric vehicle charging stations in the unincorporated County of Mono.
- 2. Routine operation and maintenance shall not require a permit.

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3. Electric vehicle charging systems legally established or permitted prior to the Building Official's implementation of an expedited permitting process are not subject to the requirements of this section unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electric vehicle charging station in such a way as to require new permitting.

D. Definitions.

1. "Electronic submittal" means the utilization of one or more of the following:
  - (a) Email.
  - (b) The Internet.
  - (c) Facsimile.
2. "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on January 1, 2016, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.
3. "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the county on another similarly situated application in a prior successful application for a permit.
4. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

E. Electric Vehicle Charging Stations Requirements

1. All electric vehicle charging stations shall meet applicable health and safety standards and requirements of local, state, and federal law.
2. Electric vehicle charging stations shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

F. Application Standards

1. The Building Division shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible.
2. All documents required for submission of an electric vehicle charging station application will be made available on Mono County Building Division's website.
3. The County will accept an electronic signature on all forms, applications and other documents in lieu of a wet signature by an applicant.



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4. In developing the expedited permitting process and checklist, the Building Official may refer to the recommendations contained in the most recent version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of the “Zero Emission Vehicles in California: Community Readiness Guidebook” published by the State of California’s Office of Planning and Research. The Building Official may modify the checklists and standards found in the Guidebook due to unique climactic, geological, seismological, or topographical conditions.

G. Expedited Permitting Process and Permit Review

1. A permit application that satisfies the information requirements in the County’s adopted checklist shall be deemed complete and be promptly processed, as set forth in Government Code Section 65850.71(b).
2. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the County adopted checklist, and is consistent with all applicable laws, the Building Official shall, within times set forth in Government Code Section 65850.71(c) and consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or use the electric vehicle charging station until approval is granted by the County following a final inspection.
3. If the Building Official determines that the permit application is incomplete, they shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
4. The Building Official may require an applicant to apply for a conditional use permit if the official makes a written finding, based on substantial evidence, that the proposed electric vehicle charging station could have a specific, adverse impact upon the public health or safety and conditions are necessary. The decision of the Building Official may be appealed to the Mono County Planning Commission in accordance with Mono County Code.
5. The County shall not deny an application for a use permit to install an electric vehicle charging station unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.
6. Consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.
7. Any conditions imposed on an application to install an electric vehicle charging station shall be designed to mitigate the specific adverse impact upon the public health or safety at the lowest cost possible.
8. This expedited permitting process is intended to apply only to applications for permits for electric vehicle charging stations and will not expedite the review of any other permit applications.

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## 15.04.220 Small Residential Rooftop Solar Energy Permit Expediting Ordinance

### A. Title and Authority.

This Ordinance shall be known as the County of Mono Small Residential Rooftop Energy Permit Expediting Ordinance. The section is enacted pursuant to Government Code section 65850.5 as established by Assembly Bill 2188.

### B. Purpose and Intent.

The intent of this section is to create an expedited, streamlined permit process that complies with AB 2188 and Government Code section 65850.5 to achieve timely and cost-effective installation of small residential rooftop solar energy systems. This section encourages installation of small residential rooftop solar energy systems by removing unreasonable obstacles to permitting for solar energy systems so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. This section allows the County to achieve these goals while protecting public health and safety.

### C. Applicability.

1. This section applies to the permitting of small residential rooftop solar energy systems in the unincorporated County of Mono.
2. Routine operation and maintenance shall not require a permit.
3. Small residential rooftop solar energy systems legally established or permitted prior to the Building Official's implementation of an expedited permitting process are not subject to the requirements of this section unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small residential rooftop solar energy system in such a way as to require new permitting.

### D. Definitions.

1. "Electronic submittal" means the utilization of one or more of the following:
  - (a) Email.
  - (b) The Internet.
  - (c) Facsimile.
2. "Small residential rooftop solar energy system" means a system that meets all of the following criteria:
  - a. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
  - b. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the Town, and paragraph (iii) of subdivision (c) of Section

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714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

- c. A solar energy system that is installed on a single or duplex family dwelling.
- d. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

“Solar energy system” has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

- 3. “A feasible method to satisfactorily mitigate or avoid the specific, adverse impact” includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the county on another similarly situated application in a prior successful application for a permit.
- 4. “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

E. Small Residential Rooftop Solar Energy System Requirements

- 1. All small residential rooftop solar energy systems shall meet applicable health and safety standards and requirements of local, state, and federal law.
- 2. Small residential rooftop solar energy systems shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

F. Application Standards

- 1. The Building Division shall adopt a checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible.
- 2. All documents required for submission of a small residential rooftop solar energy system application will be made available on Mono County Building Division’s website.
- 3. The County will accept an electronic signature on all forms, applications and other documents in lieu of a wet signature by an applicant.
- 4. In developing the expedited permitting process and checklist, the Building Official may refer to the recommendations contained in the most recent version of the “California Solar Permitting Guidebook” as adopted by the Governor’s Office of Planning and Research. The Building Official may modify the checklists and standards found in the Guidebook due to unique climactic, geological, seismological, or topographical conditions.

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G. Expedited Permitting Process and Permit Review

1. A permit application that satisfies the information requirements in the County's adopted checklist shall be deemed complete and be promptly processed, as set forth in Government Code Section 65850.5(g)(1).
2. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the County adopted checklist, and is consistent with all applicable laws, the Building Official shall, within times set forth in Government Code Section 65850.5(g)(1) and consistent with Government Code Section 65850.5, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or use the electric vehicle charging station until approval is granted by the County following a final inspection.
3. If the Building Official determines that the permit application is incomplete, they shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
4. The Building Official may require an applicant to apply for a conditional use permit if the official makes a written finding, based on substantial evidence, that the proposed electric vehicle charging station could have a specific, adverse impact upon the public health or safety and conditions are necessary. The decision of the Building Official may be appealed to the Mono County Planning Commission in accordance with Mono County Code.
5. The County shall not deny an application for a use permit to install a small residential rooftop solar energy system unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.
6. Consistent with Government Code Section 65850.5, the Building Official shall not condition the approval for any small residential rooftop solar energy system permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.
7. Any conditions imposed on an application to install a small residential rooftop solar energy system shall be designed to mitigate the specific adverse impact upon the public health or safety at the lowest cost possible.
8. This expedited permitting process is intended to apply only to applications for permits for small residential rooftop solar energy systems and will not expedite the review of any other permit applications.

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### **15.04.300 Penalties for Chapter 15.04 violations.**

- A. Unlawful Acts. It shall be unlawful for any person, firm, vendors, or corporation to erect, construct, enlarge, alter, repair, move, improve, convert, demolish, equip, use, occupy or maintain any building, structure, or building service equipment or cause or permit the same to be done in violation of this code and the technical codes as amended and adopted by the county. The use or occupancy of any building in violation of any of the provisions of this code or the technical codes as adopted by the county is declared to be a public nuisance and may be abated in the manner provided by law and subject to enforcement pursuant to the provisions of Chapter 1.12 of the Mono County Code.
- B. Notice of Violation. The building official and his or her deputy inspectors shall be vested with the necessary powers and duties for the exclusive purpose of enforcing provisions of this code. The building official and his or her deputy inspectors may issue warnings or citations for violations, serve a notice of violation or order on the person responsible for the erection, construction, alteration, expansion, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.
- C. Prosecution of Violation. If a notice of violation is not complied with as directed, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Further, any such violation may be subject to enforcement pursuant to the provisions of Chapter 1.12 of the Mono County Code.
- D. Violation Penalties. Any person who violates any of the provisions of this chapter shall be subject to the penalties set forth in Section 1.04.060 and Chapter 1.12 of the Mono County Code.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

## **Chapter 15.06 CONSTRUCTION SITE REGULATIONS**

### **Sections:**

#### **15.06.010 Scope.**

All construction or grading and any work related thereto in the unincorporated areas of Mono County shall comply with this code and the requirements of this chapter.

(Ord. 79-479 § 1 (part), 1979.)

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### **15.06.020 Hours of working.**

If operations under a building permit are within five hundred feet of residential or commercial occupancies, this work shall be limited to the hours between seven a.m. and eight p.m. daily, with Sunday operations between nine a.m. and five p.m., except that the concrete pouring work is permitted during daylight hours of sunrise to sunset.

(Ord. 79-479 § 1 (part), 1979.)

### **15.06.030 Sanitation facilities.**

Unless adequate water closets are otherwise provided, a water closet shall be provided when the number of workers on a job site is three or more, at all construction sites, and shall consist of a patented chemical-type privy approved by the local health department. All other requirements shall be according to Section 5416 of the Health and Safety Code.

(Ord. 79-479 § 1 (part), 1979.)

### **15.06.040 Encroachment.**

All materials encroaching on a county public right-of-way without an appropriate permit from the road department are prohibited.

(Ord. 79-479 § 1 (part), 1979.)

### **15.06.050 Construction site nuisance.**

Operations on construction sites shall maintain preventive controls of blowing dust from construction work, protection of drainage diversion from site development, and control of erosion from removal of natural vegetation.

(Ord. 79-479 § 1 (part), 1979.)

## **Chapter 15.08 CONSTRUCTION FEES**

### **Sections:**

#### **15.08.010 Definitions.**

As used in this chapter:

- A. "Dwelling unit" includes each single family dwelling and each habitation unit of an apartment duplex or multiple dwelling structure designated as a separate place for habitation of family, as that term is defined in Title 19 of this code. "Dwelling unit" also includes each guest room;
- B. "Guest room" means as the term is defined in Title 19 of this code, when such room is located in a structure other than single family dwelling and is designated for separate use by a family, and also means each bed in a dormitory as the latter is defined in Title 19;
- C. "Person" includes every person, firm or corporation engaging in construction activities itself or through the services of any employee, agent or independent contractor;

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- D. "Trailer space" means each space, area or building in a trailer park or mobilehome park or other place, designed or intended as a place to accommodate any mobilehome, manufactured home or other similar structure, at a time when the same is being used as living or sleeping quarters.

(Ord. 72-422 § 3, 1972.)

#### **15.08.020 New construction fees.**

In addition to any other fees prescribed by the county, every person developing land as defined herein, within the county, shall pay to the county a sum appropriately computed as follows:

- A. For each unit in a single-family, condominium, duplex, apartment or multiple dwelling structure, or in a dormitory or hotel, twenty cents per square foot of gross building area under roof, or two hundred dollars per each dwelling unit, whichever is the greater total sum;
- B. For each trailer space, two hundred dollars with no additional sum for any directly accessory structure;
- C. For any other construction not falling within the definition of "dwelling unit" or "trailer space," or within subsections A or B of this section, twenty cents per square foot of gross building area under roof;
- D. For each required parking space in every commercial development in Mammoth Lakes and June Lake, fifty dollars.

(Ord. 83-515 § 1 (part), 1983; Ord. 83-122-B § 1, 1983; Ord. 82-506 § 2, 1982; Ord. 72-422 § 1, 1972.)

#### **15.08.030 Time for payment.**

Such fees shall be due and payable upon issuance by the county of a building permit for the construction of any such dwelling unit or building or addition.

(Ord. 72-422 § 2, 1972.)

#### **15.08.040 Specification of budget funding.**

All sums collected pursuant to this chapter shall be deposited to the general fund. The building and planning department shall, within the budget process, develop a program or programs to the following aims:

- A. Matching moneys for federal and state planning programs;
- B. Cost attributable to former and future legislative mandated elements in the general plan, precise plans, zoning, environmental studies and requirements;
- C. Cost attributable to joint planning agreements and functions with federal and state agencies;
- D. The acquisition and development of open space lands for recreation purposes. Only those lands identified on the Mono County Open/Space Acquisition Priority List shall be eligible for acquisition with funds collected pursuant to this chapter. The development of open space may include the construction of necessary recreation facilities, trails, parks and appurtenant facilities.

(Ord. 75-422-A § 1, 1975; Ord. 72-422 § 4, 1972.)

## Chapter 15.09 CONSTRUCTION IN IMPACTED SCHOOL DISTRICTS

### Sections:

#### 15.09.010 Findings.

The board of supervisors of Mono County concurs that conditions of overcrowding may exist in certain schools in Mono County and may make applicable the provisions of Chapter 4.7 (commencing with Section 65970) of Division 1 of Title 7 of the Government Code and thereby necessitate the provision of means of temporarily providing relief from such overcrowding pursuant to such provisions of the Government Code.

(Ord. 79-473 § 1 (part), 1979.)

#### 15.09.020 Applicability.

This chapter shall apply to any ordinance rezoning property to a residential use, the grant of any discretionary permit for a residential use, the approval of any tentative subdivision map for residential purposes and the issuance of any building permit for a dwelling unit, except a permit to replace, repair or alter a previously existing dwelling unit, other than alterations which add a bedroom, or bedrooms, to such dwelling unit.

(Ord. 79-473 § 1 (part), 1979.)

#### 15.09.030 Definitions.

For purposes of this chapter, the following terms shall have the following meanings:

- A. "Affected school district" means an impacted school district or a school district in which is located an impacted school.
- B. "Agreement for dedication of land" and "mutual agreement in lieu of dedication of land or payment of fees for interim facilities" means the following:
  1. "Agreement for dedication of land" means mutual agreement between a school district and a developer of a subdivision of over fifty parcels or a multiple dwelling development involving over fifty dwelling units, executed and binding prior to the adoption of any action rezoning property to a residential use, the grant of any discretionary permit for residential use or the approval of any tentative subdivision map for residential purposes, where the total cost of the land to be dedicated is equivalent to the cost of providing temporary building space sufficient in area to accommodate that portion of the estimated enrollment from the proposed development that the parties agree will cause impaction to the district or school as computed and determined when building permits are applied for, calculated on the number applied for.
  2. "Mutual agreement in lieu of dedication of land or payment of fees for interim facilities" means a mutual agreement between a developer and a school district, filed with the Mono County building department by which the developer agrees to contribute land or fees or other assistance, as specified in the agreement, to the school district of a value at least equivalent to the fees otherwise payable under this chapter, for such use as the school district governing board determines to be appropriate, and in consideration of which the school district waives any other



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right to demand or receive fees or dedication of land under this chapter with respect to the dwelling units which are the subject of the alternative agreement.

- C. "Building permit" means any permit issued by the Mono County building official for construction of a residential unit, including a permit to construct and install electrical or plumbing equipment to service a mobilehome lot or space, excepting a permit to replace, repair or alter a previously existing dwelling unit.
- D. "Classroom and related facilities" means relocatable school buildings, including necessary appurtenances, and furniture, equipment or necessary apparatus to be used in connection with such buildings.
- E. "Developer" means any person, firm or corporation seeking to construct a dwelling unit, or units, or to develop land for residential purposes.
- F. "Dwelling unit" means a building or portion, planned or designed for use as a residence for one family of persons, and having its own bathroom and housekeeping facilities included in said unit. (e.g., a one-family dwelling, each dwelling unit in a two-family dwelling, and each dwelling unit in a multiple dwelling), and includes a mobilehome.
- G. "Impacted school" means a school, whether or not situated in an impacted school district, the attendance area of which is determined to be overcrowded pursuant to Section 15.09.050.
- H. "Impacted school district" means a school district which is determined to be overcrowded pursuant to Section 15.09.050.

(Ord. 80-473-C § 1, 1980; Ord. 79-473-B § 1 (part), 1979; Ord. 79-473 § 1 (part), 1979.)

#### **15.09.040 Issuance of building permits.**

Notwithstanding any provisions of any Mono County ordinance to the contrary, no building permit, except to replace, repair, or alter a previously existing dwelling unit, shall be issued for any dwelling unit within an impacted school district unless the fees prescribed by this chapter have been paid, the land required by agreement to be dedicated has been so dedicated, or there has been filed with the building official by the governing body of an impacted school district, written notice, on a form provided therefor by the county, that such governing body and the developer have entered into a binding agreement providing for a satisfactory alternative to payment of fees or dedication of land under this chapter, or that the board of supervisors has approved of a residential development as authorized in subsection 2 of Section 65972 of the Government Code.

(Ord. 83-515 § 1 (part), 1983; Ord. 80-473-C § 2, 1980; Ord. 79-473-B § 1 (part), 1979; Ord. 79-473-A § 1 (part), 1979; Ord. 79-473 § 1 (part), 1979.)

#### **15.09.050 Procedure.**

A school district shall become eligible to collect the fees received by the county, or accept dedication of land under this chapter when all of the following have occurred:

- A. The school district has submitted to the board of supervisors a resolution making the findings prescribed by Section 65971 of the Government Code that a school attendance area or a school district is overcrowded and that all reasonable methods of mitigating the conditions of overcrowding have been evaluated and no feasible method for reducing such conditions exist and has submitted to the board of supervisors clear and convincing evidence in support of such findings.

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- B. The board of supervisors, after hearing at a regular scheduled meeting, has concurred in such findings and has made the following additional findings:
1. That the general plan provides for the location of public schools;
  2. That this chapter has been in effect thirty days prior to the implementation of the fee for dedication requirement;
  3. That the facilities to be constructed from the fees prescribed by this chapter or any land to be dedicated, or both, is consistent with the general plan;
  4. The location and amount of land to be dedicated, or fees to be paid, or both, bear a reasonable relationship, and will be limited to the needs of the community, for elementary or high school facilities, which shall be limited to interim facilities unless otherwise mutually agreed by the developer and the school district and is reasonably related and limited to the needs for schools caused by the development;
  5. The land or fees, or both, transferred to the school district shall, unless otherwise mutually agreed by the developer and the school district, be used only for the purpose of providing interim elementary or high school classrooms and related facilities.

(Ord. 80-473-C § 3, 1980: Ord. 79-473-A § 1 (part), 1979: Ord. 79-473 § 1 (part), 1979.)

#### **15.09.060 Fees.**

Before any permit is issued to construct a dwelling unit or dwelling units in an impacted school district, applicant shall pay the fees, dedicate the land, or both, as required by the board of supervisors by resolution after proper justification by an impacted school district or shall enter into an agreement providing for payment of fees, dedication of land or other assistance accepted by the school district in lieu of the fees otherwise payable under this agreement. Evidence of such agreement shall be provided the building official prior to issuance of a building permit in an impacted school district.

(Ord. 83-515 § 1 (part), 1983: Ord. 80-473-C § 4, 1980: Ord. 79-473-A § 1 (part), 1979: Ord. 79-473 § 1 (part), 1979.)

#### **15.09.070 Use of fees and accounting.**

- A. Any fees provided an impacted school district pursuant to this chapter shall, unless otherwise agreed by the developer and school district, be used only for the purpose of providing interim elementary or high school classrooms and related facilities. Any school district receiving funds pursuant to this chapter in the absence of an agreement with the developer shall maintain a separate account for any fees paid to the district and shall file a report with the board of supervisors of the balance in the account as of the end of each fiscal year. Such report shall specify which attendance areas will continue, in the opinion of the school district governing board, to be overcrowded when the fall term begins and when conditions of overcrowding will no longer exist.
- B. Such report shall be filed not later than August 1st of each year.
- C. This chapter shall become inoperative in any affected school district as of August 1st of any year in which such report indicates conditions of overcrowding will no longer exist in the ensuing fall term in such district.

(Ord. 80-473-C § 5, 1980: Ord. 79-473 § 1 (part), 1979.)

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**15.09.080 Enactment.**

- A. The ordinance codified in this chapter shall become operative thirty days after it becomes effective.
- B. The ordinance codified in this chapter is an urgency ordinance for the immediate preservation of the public peace, health and safety and shall take effect immediately. The facts constituting the urgency are as follows: For these school districts that are found to be overcrowded the need for temporary facilities to prevent further overcrowding due to new residential construction is immediate. In order to avoid such further overcrowding there is a need to impose the fees that will be provided under this chapter at the earliest possible date prior to the normal building season.

(Ord. 79-473 § 1 (part), 1979.)

**Chapter 15.12 PUBLIC BUILDING CONSTRUCTION**

**Sections:**

**15.12.010 Definitions.**

As used in this chapter:

- A. "Preliminary plans" means any documents, expressions of ideas, concepts, location of improvements, type, style, size, nature of improvement which will indicate nature and extent and location of any proposed improvement;
- B. "Public buildings" means any and all improvements of whatever class or nature proposed to be constructed by a public entity, corporation or body politic;
- C. "Submission" (regulation) means delivery by regular mail, properly addressed and return addressed, postage paid, return receipt, or in person by duly authorized representative.

(Ord. 83-515 § 1 (part), 1983; Ord. 349 §§ 1—3, 1964.)

**15.12.020 Preliminary plan submittal—Permit required.**

All preliminary plans by any public entity, corporation or body politic of any public buildings shall be submitted to the department of public works or its designee, and permit or other authorization to proceed shall be issued prior to publication of any notice to bidders for the construction of such public buildings.

(Ord. 349 § 4, 1964.)

**15.12.030 Work without permit—Action.**

Should any public building be so constructed without first having obtained a permit or other authorization to proceed as required in this chapter, the county, by and through its duly authorized agent, representative or assign, shall bring appropriate legal remedy for the stoppage of the construction of the improvement to and including, but not limited to, injunction.

(Ord. 349 § 5, 1964.)

## Chapter 15.16 BUILDING MOVING AND DEMOLITION

### Sections:

#### 15.16.010 Permits required—Limitations.

- A. No person shall move any building or structure within or into the unincorporated area of the county, without first obtaining from the building department a relocation permit and a building permit. No person shall effect any demolition of any building or structure, or any part thereof, without first obtaining from the building department a demolition permit.
- B. Except as otherwise provided in this section, there shall not be issued a relocation permit for any building or structure which is included within any one or more of the following categories:
  1. So constructed or in such condition as to constitute a danger of injury or death through collapse of the building, fire, defects in electrical wiring or any other substantial hazard, to the persons who will occupy or enter said building after relocation;
  2. Infested with rats or other vermin or the wood members of the building are infested with rot, decay or termites;
  3. So unsanitary or filthy that it would constitute a hazard to the health of the persons who will occupy said building after relocation or, if not intended for occupancy by human beings, would make it unsuitable for its intended use;
  4. In such condition or of a type, character, size or value and is so inharmonious with other buildings in the neighborhood of the relocation site, that placing the building at the proposed relocation site would substantially diminish the value of other property or improvements in the district into which the building is to be relocated;
  5. The proposed use of the building is prohibited at the proposed relocation site under any zoning ordinance or other land use ordinance of the county.
  6. The building, structure, or relocation site does not conform to all applicable provisions of law.

(Ord. 83-515 § 1 (part), 1983; Ord. 75-460 § 2 (part), 1975.)

#### 15.16.020 Application for relocation permit.

Every application for a relocation permit shall be in writing upon a form furnished by the building department and shall set forth such information as may reasonably be required in order to carry out the purposes of this chapter. Such information may include:

- A. Photographs of the building or structure to be moved and photographs of the buildings on the properties contiguous with the premises onto which the building or structure is to be moved;
- B. A report from a licensed structural pest control contractor stating the condition of the building or structure as to decay and pest infestation;
- C. A report from a registered engineer or architect stating the structural condition of the building, and clearly indicating steps to be taken to preserve/enhance said condition.

(Ord. 83-515 § 1 (part), 1983; Ord. 75-460 § 2 (part), 1975.)

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### **15.16.030 Correction of defects before issuance—Hearing.**

- A. If the building or structure to be moved fails to meet any of the standards set forth in Section 15.16.010, but it appears to the building official that the deficiencies can be corrected, the permits shall be issued only on condition that all deficiencies be corrected.
- B. In order to determine any matter regarding relocation of a building or structure, the building official may cause any investigation to be made which he believes necessary.

(Ord. 83-515 § 1 (part), 1983; Ord. 75-460 § 2 (part), 1975.)

### **15.16.040 Terms and conditions of issuance.**

In granting a relocation permit, there may be imposed such terms and conditions as are reasonable, including, but not limited to changes, alterations, additions or repairs to the building or structure so that its relocation will not be materially detrimental or injurious to the public safety or welfare or to the property or improvements in the district to which it is to be moved. The terms and conditions upon which each permit is granted shall be in writing upon application and permit or appended thereto.

(Ord. 75-460 § 2 (part), 1975.)

### **15.16.050 Application fee.**

The fee for relocation investigation service shall be twenty-five dollars. In addition, there shall be a travel fee of fifty dollars when a building or structure is located outside this county at a point within twenty miles of the boundaries of this county, plus one dollar for each mile or fraction thereof in excess of twenty miles. In the event a building permit is issued, the fees for building, plumbing, electrical and mechanical permits shall be based upon the total value of the improved building or structure at its relocation site as estimated by the building official.

(Ord. 83-515 § 1 (part), 1983; Ord. 75-460 § 2 (part), 1975.)

### **15.16.060 Debris and excavations.**

It shall be the duty of any person to whom any permit is issued for the demolition or for the removal of any building, or any section or portion of any building pursuant to the provisions of this chapter, and of any person leasing, owning, or occupying or controlling any lot or parcel of ground from which a building is removed or demolished, to remove all weeds, concrete or stone foundations, flat concrete, concrete patios, masonry walls, garage floors, driveways, and similar structures and all loose, miscellaneous, and useless material from such lot or parcel of ground, and to properly cap the sanitary sewer house connection, and to properly fill or otherwise protect all basements, cellars, septic tanks, wells, and other excavations.

(Ord. 75-460 § 2 (part), 1975.)

### **15.16.070 Denial of permit.**

If the unlawful, dangerous or defective condition of the building or structure proposed to be relocated is such that remedy or correction cannot practicably and effectively be made, the relocation permit shall be denied.

(Ord. 75-460 § 2 (part), 1975.)

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### **15.16.080 Expiration.**

A relocation permit shall expire and become null and void if the moving of the building or structure is not completed within sixty days from the date of the permit.

(Ord. 75-460 § 2 (part), 1975.)

### **15.16.090 Relocation bond—Required.**

No relocation permit required by this chapter shall be issued by the building department unless the applicant therefor first posts a bond executed by the owner of the premises where the building or structure is to be located, as principal, and a surety company authorized to do business in the state, as surety. The bond shall be in form joint and several, shall name the county as obligee and shall be in an amount equal to the cost plus ten percent of the work required to be done in order to comply with all of the conditions of such relocation permit as such cost is estimated by the building official. In lieu of a surety bond the applicant may post a bond executed by the owner, as principal, and which is secured by a deposit in cash in the amount named above and conditioned as required in the case of a surety bond; such a bond as so secured is hereafter called a "cash bond" for the purposes of this section.

(Ord. 83-515 § 1 (part), 1983; Ord. 75-460 § 2 (part), 1975.)

### **15.16.100 Relocation bond—Conditions.**

Every bond posted pursuant to this section shall be conditioned as follows:

- A. That each and all of the terms and conditions of the relocation permit shall be complied with to the satisfaction of the building official;
- B. That all of the work required to be done pursuant to the conditions of the relocation permit shall be fully performed and completed within the time limit specified in the relocation permit; or, if no time limit is specified, within ninety days after the date said building is moved to its new location. The time limit herein specified, or the time limit specified in any permit, may be extended for good and sufficient cause by the building official. No such extension of time shall be valid unless written and no such extension shall release any surety upon any bond.

(Ord. 83-515 § 1 (part), 1983; Ord. 75-460 § 2 (part), 1975.)

### **15.16.110 Relocation bond—Default in performance of conditions.**

- A. Whenever the building official finds that a default has occurred in the performance of any term or condition of any permit required by this section, written notice thereof shall be given to the principal and to the surety of the bond. Such notice shall state the work to be done, the estimated cost thereof and the period of time deemed by the building official to be reasonably necessary for the completion of such work. After receipt of such notice, the surety must, within the time therein specified, either cause the required work to be performed or, failing therein, must pay over to the director of building the estimated cost of doing the work as set forth in the notice, plus an additional sum equal to ten percent of the estimated cost. Upon receipt of such moneys, the building official shall proceed by such mode as he deems convenient to cause the required work to be performed and completed, but no liability shall be incurred therein other than for the expenditure of the sum in hand therefor. The balance, if any, of such moneys shall, upon completion of the work, be returned to the depositor, or to his successors or assigns, after deducting the cost incurred in obtaining the completion of the work.

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- B. If a cash bond has been posted, notice of default as provided above shall be given to the principal and if compliance is not had within the time specified, the building official shall proceed without delay and without further notice or proceedings whatever to use the cash deposited, or any portion of such deposit, to cause the required work to be done by contract or otherwise in the discretion of the building official.
  - C. When any default has occurred on the part of the principal under the preceding provisions, the surety shall have the option, in lieu of completing the work required, to demolish the building or structure and to clear, clean and restore the site. If the surety defaults, the building official shall have the same option.
  - D. In the event of any default in the performance of any term or condition of the relocation permit, the surety, or any person employed or engaged on its behalf, or the building official, or any person employed or engaged on his behalf, shall have the right to go upon the premises to complete the required work or to remove or to demolish the building or structure.
  - E. No person shall interfere with or obstruct the ingress or egress to or from any such premises by any authorized representative or agent of any surety or of the county engaged in the work of completing, demolishing or removing a building or structure for which a relocation permit has been issued after a default has occurred in the performance of the terms or conditions thereof.

(Ord. 83-515 § 1 (part), 1983; Ord. 75-460 § 2 (part), 1975.)

### **15.16.120 Relocation bond—Termination—Refund of surplus.**

The term of each bond posted pursuant to this section shall begin upon the date of the posting thereof and shall end upon completion to the satisfaction of the director of building of the performance of all the terms and conditions of the relocation permit required by this section. Such completion shall be evidenced by a statement thereof signed by the director of building, a copy of which will be sent to any surety or principal upon request. When a cash bond has been posted, the cash shall be returned to the depositor or to his successors or assigns upon the termination of the bond, except any portion thereof that may have been used or deducted as elsewhere in this chapter provided.

(Ord. 75-460 § 2 (part), 1975.)

## **Chapter 15.20 HOUSE AND PROPERTY NUMBERING<sup>2</sup>**

### **15.20.010 Purpose.**

The purpose of this chapter is to establish a county-wide house and property numbering system that is consistent with Mono County General Plan Chapter 22 (Fire Safe Regulations) and the county 911 emergency response system. The specific objectives of this chapter are as follows:

- A. To provide property owners and the county with a convenient, accurate and systematic means of identifying property.
- B. To name new streets, and rename old streets with conflicting or duplicate names, in order to provide for the efficient provision of emergency services.

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<sup>2</sup>Editor's note(s)—Ord. No. 15-03, § 1(Att. A), adopted May 5, 2015, amended Chapter 15.20 in its entirety to read as herein set out. Former Chapter 15.20, §§ 15.20.010—15.20.060, pertained to similar material, and derived from Ord. No. 73-437 and Ord. No. 93-08, 1993.

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- C. To provide a means for expedient emergency response by all necessary emergency services.
  - D. To establish a property location that will serve as an emergency 911 address.
  - E. To assist in the proper delivery of utility and other services.
  - F. To support the county's move to enhanced 911.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

### **15.20.020 Area affected.**

This chapter shall apply to and govern each and every lot, parcel, or tract of land and improvement thereof, within the unincorporated areas of the county, in accordance with the implementation schedule set forth in Section 15.20.130. The structure numbers on all residential, multi-family and commercial buildings existing at the time this chapter is adopted will be checked to ensure conformance with the standards set forth in this chapter. If the existing structure number is found to be non-compliant, the director may assign a new number as set forth herein. All new and future structures will be assigned a primary structure number in compliance with this chapter.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

### **15.20.030 Administration.**

The assignment of numbers and the maintenance of the records pertaining thereto are the responsibility of the information technology department. The director of information technology ("director") shall be responsible for the administration of these standards and the maintenance of all maps and data relating to street names and addresses and will also determine if the assignment of names and numbers conforms to the standards set forth in this chapter. The director shall notify property owners of the assignment of property numbers and the effective date of display of the numbers. It shall be the responsibility of the property owner to erect or install occupancy or structure numbers compliant with Section 15.20.090 of this chapter and street naming signage compliant with Section 15.20.110 of this chapter. The director shall further assign numbers to all parcels created by any division of land. The director may assign such additional numbers as are necessary to identify separate occupancies or structures and may consult with the appropriate fire protection district and the Mono County Sheriff's Department to help resolve addressing issues.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

### **15.20.040 Definitions.**

As used in this chapter:

- A. "Address" means a combination of a number, a street name and, when necessary, a unit number that is assigned to a parcel, structure, or unit within a structure, and is unique to it, to indicate its location.
- B. "Adjoining" means having a common boundary for at least twenty-five feet.
- C. "Building" means any structure used or intended for sheltering or supporting any use or occupancy.
- D. "Principal building" means a building that is large enough or used in such a way that, in the director's judgment, it requires a separate address. Mobile homes are principal buildings.
- E. "Contrast" with regard to colors used for the numbers, means two dissimilar colors that, when viewed alongside each other, distinctly oppose each other, allowing them to be visible to the naked eye and that stand out against the prevailing background.

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(Supp. No. 72)

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- F. "Driveway" means a vehicle way that provides access, primarily for the occupants, from a street into a lot or complex and that:
    - 1. Has a ramp for its entrance from the street; and
    - 2. Provides access to no more than two separate dwellings or addressed structures or to any number of dwellings or addressed structures within a single complex or development.
  - G. "High rise" means a multi-level building greater than three stories.
  - H. "Internal street" means a street within a multi-family development or complex or other development or complex that provides access to the development or complex from a driveway.
  - I. "Lot" means a parcel of real property.
  - J. "Property owner" means the person, firm, corporation or partnership that the latest county tax assessment rolls shows as the owner or long-term lessee.
  - K. "Primary driveway" means the primary point of access to a lot identified by property owner.
  - L. "Street" means a right-of-way or street easement, whether public or private, that provides vehicular access to abutting property.
  - M. "Structure" means a building, modular or the like, which is assembled or constructed on the ground, or attached to anything with a foundation on the ground. This includes mobile homes and manufactured housing regardless of their method of attachment.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

### **15.20.050 Street naming standards.**

This section pertains to the standards which apply when naming streets. Regulations pertaining to the process and procedure for the adoption of street names are set forth in Chapter 13.35 or Subdivision Map Act and Section 17.16.250 of this code.

All Streets that serve three or more properties under different ownership will be named regardless of whether the ownership is public or private.

- A. Driveways shall not be named.
- B. A street name assigned by the county shall not constitute or imply acceptance of the street into the county's road system.
- C. There shall be no duplication of names by sound or spelling (e.g. Pine Road and Pine Lane, or Beach Street and Beech Street).
- D. When a proposed street is in general alignment with an existing street, and the proposed street is to be a continuation of the existing street, the existing name and designation should be maintained.
- E. Each street will have the same name throughout its entire length.
- F. No street name shall be over sixteen characters in length. In counting characters, spaces between words shall be included, but street name suffixes (e.g. road, drive, lane, circle) shall not be included.
- G. Address plans shall be submitted with the tentative map and before submittal of a final map; the subdivider shall submit a street naming and addressing plan to the information technology department. In addition, if any property owner proposes to locate or construct a new road (private or public), the property owner shall submit a street naming and numbering plan to the information technology department. Address plans must be approved prior to map recordation.

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(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

**15.20.060 Addressing standards for lots with one principal building.**

The following standards shall apply when assigning numbers to buildings, dwellings, or other structures when only one principal building is on the property:

- A. Official property numbers shall proceed from a logical point of origin. Each street will have a point of origin as a zero starting point for address numbers.
- B. All dead end streets and culs-de-sac shall begin with ascending numbers at the open end that connects to another street.
- C. Allowances shall be made for vacant lots in order that numbers may be properly assigned for future development.
- D. Numbers will be assigned along both sides of a street. Odd-numbered addresses will be assigned on the north side of east-west streets and on the west side of north-south streets. Even-numbered addresses will be assigned on the south side and east side, respectively.
- E. Numbers shall be established based on the front entrance from the street as designated by the county.
- F. The number shall be displayed upon the front of the building and/or on the side facing the street throughout the year in summer and winter. The number shall be plainly visible from the street. Houses that are set back out of view from the street shall place a sign at the driveway entrance upon which shall be affixed the specified numbers.
- G. For lots that are accessed by multiple driveways, a primary driveway shall be identified, which will be used for address assignment. Such access points are subject to review and approval of the director to ensure they are accessible to emergency service providers.
- H. The assignment of a building number/address is required prior to the issuance of a building permit.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

**15.20.070 Addressing standards for complexes and developments without internal street networks.**

The following standards apply to multi-family residential complexes or developments or any other complex or development that is serviced by a common driveway or driveways and parking area(s), without internal streets (for purposes of this section "complex"):

- A. Each complex must have a county approved name designating it, which shall be made known at the time of permit application. This name shall be preserved, utilized, and prominently displayed at the complex. The address for the complex shall be prominently displayed as well.
- B. For complexes that are accessed by multiple driveways, the county shall designate a primary access point associated with the driveway that most directly accesses the manager's unit or main office; this building will be used for address assignments and shall be known as the "primary driveway." Such access points are subject to review and approval of the county.
- C. A multi-family dwelling structure such as an apartment building will be assigned one street address, and individual numbers for each unit, by the County.
- D. If more than one Building is present in a complex, each building must be assigned a building letter or number per the standards set forth in Section 15.20.050(G).

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- E. Each entrance serving a separate occupant, shall be assigned a unique unit number, however, it will maintain the address of the property upon which it is built and the letter of the building it is in. (Example: 24 Public Road, Building A, Unit 103).
  - F. Unit designators shall be as follows: Ground level floor numbers #101, #102, #103, second floor numbers #201, #202, #203. Additionally, all floor levels are to follow this scheme. Underground floor designator shall follow the same scheme with the exception of having "U" for a prefix, for example #U101, #U102, etc.
  - G. Unit numbers shall be at least four inches in height, made of a contrasting color to the background, and placed next to the door.
  - H. Mobile home parks shall be assigned one address based on the location of the primary driveway. Individual numbering of each mobile home space must be determined and provided to the county before an address will be issued to the park. (Example: 24 Public Road, Lot 1).
  - I. In the case of mall or a shopping center, the owner of any business that is located within such mall or shopping center shall display the legally assigned space or unit number at the main entrance to the business. Additionally, the owner of each business shall display the legally assigned number on the rear door to the building in numbers that are not less than four inches in height.
  - J. The assignment of an address is required prior to the issuance of a building permit. The director will approve each address, including building letters and unit numbers.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

#### **15.20.080 Addressing standards for complexes and developments with internal street networks.**

The following standards apply to multi-family residential complexes or developments or any other complex or development that is serviced by a common driveway or driveways and parking area(s) but which has internal streets (for purposes of this section "complex").

The complex shall use the address assigned to the property during the construction phase of the project only. After the project has been built, the 'parent' address is retired and superseded by the individual unit address. All structures, dwellings, common-area facilities, alarms, and other infrastructure must comply with the following:

- A. Whenever a network of named streets exists within a complex, the street names shall be utilized in the addressing of the structures they service. All street names must comply with Section 15.20.060.
- B. The address shall be displayed upon the front of the building and/or on the side facing the street. The number shall be plainly visible from the street. All numbers shall meet the standards discussed in this chapter.
- C. Each entrance serving a separate occupant within each building shall be assigned a unique address based on the location of the driveway or garage that services said unit. Numbers shall be displayed according to the standards set forth in Section 15.20.090.
- D. The assignment of building numbers and addresses is required prior to the issuance of a building permit.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

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### **15.20.090 Specifications for address numbers.**

Address numbers shall comply with the following specifications:

- A. Address numbers shall be made of durable material.
- B. Address numbers shall be depicted in Arabic numerals or shall be the English words for such numbers.
- C. Address numbers shall be clearly visible from the street during both summer and winter months but no digit or letter shall be smaller than four inches in height.
- D. Structures located more than fifty feet from the street and/or not clearly visible from the street shall comply with the above standard by maintaining a post at the intersection of the driveway and street. Said post shall be at least three feet in height of durable material with address numbers posted on it. Said numbers shall be at least four inches in height. In all cases, a larger number than the minimum size may be required where the minimum size does not provide adequate identification.
- E. The color of the address numbers shall contrast with the immediate background so as to be easily readable.
- F. It shall be unlawful to cover or conceal, or to permit the obstruction of the address numbers. All numerical identifications must be easily identifiable without obstruction of view.
- G. It shall be unlawful to post numbers other than the primary address.
- H. All old numbers shall be removed when a new address number has been assigned in accordance with this chapter.
- I. The property owner shall maintain numbers in such a manner that they continue to comply with the foregoing specifications.
- J. Structure numbers and unit designators, as viewed from the street, shall not be obstructed from view.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

### **15.20.100 Specifications for building letters.**

- A. Each building in a multi-building development or complex shall receive a unique letter, beginning with A. Alternatively, buildings may be given names, but the first letter of the name shall not be used in the name of any other building in that complex or development. (Ex. A, B, C, or Aspen, Birch, Cherry.)
- B. Buildings shall be lettered in alphabetical order as you drive through the complex.
- C. Building letters are to be at least one foot in height, made of contrasting color, and shall be conspicuously located and placed on the side of the building facing the driveway or street at least ten feet off the ground so as to clearly identify the building they relate to year-round.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

### **15.20.110 Street signage standards, procedure, and specifications.**

Installation and maintenance of street name signs will be done as follows:

- A. In subdivisions, the property owners' association (or other similar entity) which represents the property owners in the subdivision, or the property owners in said subdivision (if there is no property owners' association or similar entity) shall be responsible for installing and maintaining street name

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signs with the approved name of the street and the intersecting street in accordance with the specifications in this chapter. The foregoing shall not apply where a street is county-maintained, or intersects with a county-maintained street at the intersection.

- B. In all other cases, the property owners adjoining the street shall be responsible for installing signs with the approved name of the street and the intersecting street in accordance with the specifications set forth in this chapter. The county will only be responsible for installing street name signs for county-maintained streets.
- C. No occupancy permits for any building or buildings to be erected shall be issued until such time as the street name signs are installed.
- D. Street signs shall meet all state and county standards.
- E. Signage must conform to all applicable state and county standards, including standards set forth in the Manual Uniform Traffic Control Devices:
  - 1. Posts and mountings shall be permanent and durable. Post materials shall consist of a standard four-by-four wood post or alternate materials or construction that meet nationally accepted breakaway standards.
  - 2. Mounting Height:
    - a. Rural Areas: A minimum of five feet, measured vertically from the bottom of the sign to the elevation of the near edge of the pavement.
    - b. Business, commercial or residential areas where parking or pedestrian movements are likely to occur: Seven feet, measured vertically from the bottom of the sign to the elevation of the near edge of the traveled way.
  - 3. Orientation:
    - a. Business or Commercial Areas: Street name signs shall be placed on diagonally opposite corners.
    - b. Residential Areas: At least one street name sign shall be mounted at each intersection. They shall be mounted with their faces parallel to the streets they name.
    - c. At intersection crossroads where the same road has two different street names for each direction of travel: both street names may be displayed on the same sign along with directional arrows.
  - 4. Sign Lettering: Lettering on post-mounted street name signs shall be composed of initial upper-case letters at least six inches in height and lower-case letters at least four and one-half inches in height. On multi-lane streets with speed limits greater than forty mph, the lettering on post-mounted street name signs shall be composed of initial upper-case letters at least eight inches in height and lower-case letters at least six inches in height.

Option: For local roads with speed limits of twenty-five mph or less, the lettering on post-mounted street name signs may be composed of letters at least four inches in height.
  - 5. Retroreflectivity and Illumination: Street name signs and object markers shall be retroreflective or illuminated to show the same shape and similar color by both day and night.
  - 6. Lateral Offset: Street name signs shall be installed in urban areas at all street intersections regardless of other route signs that might be present and should be installed in rural areas to identify important roads that are not otherwise signed. All supports should be located as far as practical from the edge of the shoulder.

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(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

**15.20.120 How and when to affix numbers.**

Numbers shall be affixed within sixty days after assignment and in accordance with this chapter, or as otherwise authorized by the director.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

**15.20.130 Implementation.**

- A. New Streets and Addresses. All streets or lots created following adoption of this chapter shall comply with the standards set forth herein. In situations where such assignment would result in incongruity amongst the existing numbering system, a temporary address may be assigned and later replaced with a permanent, compliant address.
- B. Existing Streets and Addresses. Unless otherwise authorized by the director, streets and structures that are not in compliance with the standards set forth in this chapter will be changed per resolution, adopted with or pursuant to this chapter.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

**15.20.140 Enforcement and penalties.**

In the event that any number assigned to any structure under this chapter or under a resolution adopted pursuant to this chapter, is not affixed thereto in accordance with the requirements of this chapter, the property owner may be subject to administrative citation in accordance with Chapter 1.12.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

**Chapter 15.24 CONSTRUCTION OF BRIDGES AND MAJOR THOROUGHFARES**

Sections:

**15.24.010 Fees or consideration in lieu of fees—May be required as condition of building permit issuance.**

The Mono County building department may, as a condition of issuing a building permit, require from the permittee the payment of a fee, or consideration in lieu of fees, for the purposes of defraying the actual or estimated cost of constructing bridges over waterways, railways, freeways and canyons, or constructing major thoroughfares.

(Ord. 79-475 § 1 (part), 1979.)

**15.24.020 Fees or consideration in lieu of fees—Required when.**

The Mono County building department, as a condition of issuing a building permit, may require the payment of fees, or consideration in lieu of fees, only in the event of compliance with provisions of the following subsections:

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- A. In a case on the proposed construction of a bridge, the project for which the fee, or consideration in lieu of fees, is required within the ambit of, and is consistent with, the circulation element of the Mono Plan, or June Lake General Plan, or such other general plan as may be adopted subsequent to the effective date of the ordinance codified in this chapter, and only in the event that the proposed bridge is within the ambit of the transportation or flood control provisions of such general plan which identify railways, freeways, streams or canyons for which bridge crossings are required and only in the event that such proposed bridge construction is consistent with the transportation and flood control provisions of said general plan.
  - B. In the event that the proposed construction project is of a major thoroughfare, the payment of fees, or consideration in lieu of fees, should be required only in the event the proposed major thoroughfare construction project is within the ambit of, and consistent with, the circulation element of the Mono Plan or June Lake General Plan, or such other general plan as may be adopted within the county subsequent to the effective date of the ordinance codified in this chapter, and that the proposed major thoroughfare construction project is within the ambit of, and consistent with, the provisions of the circulation element of such general plans which identify those major thoroughfares whose primary purpose is to carry through traffic and provide a network connecting to the state highway system located within the areas governed by the general plan referenced above.
  - C. In no event shall the payment of fees, or consideration in lieu of fees, be required unless the circulation element of the general plan for the area within which the bridge or major thoroughfare is to be built has been adopted by the local agency at least thirty days prior to the filing of the application for building permit.
  - D. Prior to the payment of any fees, or consideration in lieu of fee, the local legislative body for the area within which the proposed construction project is to take place, shall determine the boundaries of the area which will benefit by the proposed construction project. This area of benefit may include land or improvements in addition to those which are the subject of any building permit application. The local legislative body shall then notice a public hearing to be held by the governing body for the area benefited, and notice of this hearing shall be given pursuant to Section 65905 of the Government Code. In addition to the requirements of Section 65905 of the Government Code, such notice shall contain preliminary information related to the boundaries of the area of benefit, estimated cost of the project, and the method of fee apportionment.
  - E. The fees, or consideration in lieu of fees, shall not be required unless at such public hearing, duly noticed, the local governing board does establish the boundaries of the area of benefit, the cost, whether actual or estimated, and a fair method of allocating costs to the area of benefit and fee apportionment. The method of fee apportionment, in the case of major thoroughfares, shall not provide for higher fees on land which abuts the proposed improvement except where abutting property is provided direct usable access to the major thoroughfare. A description of the boundaries of the area of benefit, the cost, whether actual or estimated, and the method of fee apportionment established at the hearing shall be incorporated in a resolution of the governing body, a certified copy of which shall be recorded by the governing body conducting the hearing with the recorder of the county in which the area of benefit is located. Such apportion fee shall be applicable to all property within the area of benefit and with respect to those lands which may not be subject to the payment of fees pursuant to this section, the governing agency shall either make provision for the payment of the share of improvement costs apportioned to such lands from other sources or impose a reasonable charge on property within the area pursuant to the provisions of Section 66489 of the Government Code.
  - F. Payment of fees, or consideration in lieu of fees, shall not be required unless the major thoroughfares are an addition to, or a reconstruction of, any existing major thoroughfares serving the area at the time of the adoption of the boundaries of the areas of benefit.

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- G. Payment of fees shall not be required unless, in the case of a planned bridge facility, such facility is an original bridge serving the area, or an addition to any existing bridge facility serving the area at the time of the adoption of the boundaries of the area of benefit. Fees shall not be expended to reimburse the cost of existing bridge facility construction.
  - H. Fees, or consideration in lieu of fees, shall not be required if, prior to the date set for hearing there is filed with the clerk of the legislative body, a written protest by the owners of more than one-half of the area of the property to be benefited by the improvement, and such protests are not withdrawn so as to reduce the area represented to less than one-half of that area to be benefited. In the event protests are filed by owners of more than one-half the area of the property to be benefited then the proposed proceedings shall be abandoned and the legislative body shall not, for a period of one year from the date of filing of that written protest, commence or carry on any proceedings for the same improvement or acquisition under the provisions of this section. Should a majority of protest be directed only to a portion of the improvement then all further proceedings under the provisions of this section to construct that portion of the improvement so protested shall be barred for a period of one year but the legislative body shall not be barred from commencing new proceedings, not including any part of the improvement or acquisition so protested. The legislative body may, within such one-year period, commence and carry on new proceedings for the construction of a portion of the improvements so protested against if it finds, by affirmative vote of four-fifths of its members, that the owners of more than one-half of the area of the property to be benefited are in favor of going forward with such portion of the improvement or acquisition.
  - I. Fees paid pursuant to this section shall be deposited in the planned bridge facility or major thoroughfare fund. A fund shall be established for each planned bridge facility or planned major thoroughfare project. Moneys in such fund shall be expended solely for the construction or reimbursement for construction of the improvements serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the local agency for the cost of constructing the improvement.
  - J. A local agency imposing fees pursuant to this section may advance money from its general fund or road fund to pay the cost of constructing the improvements and may reimburse the general fund or road fund from such advances from planned bridge facility or major thoroughfare fund established to finance the construction of such improvement.
  - K. A local agency imposing fees pursuant to this section may incur an interest-bearing indebtedness for the construction of bridge facilities or major thoroughfares; provided, that the sole security for repayment of such indebtedness shall be the moneys in planned bridge facility or major thoroughfare funds.
  - L. The legislative body or local agency may accept such considerations, in lieu of fees, if such legislative body or local agency in its discretion believes they are equivalent to fees that would be required.

(Ord. 79-475 § 1 (part), 1979.)

### **15.24.030 Fees for consideration in lieu of fees—Required upon compliance with Section 15.24.020.**

Should the legislative body or local agency comply with all of the conditions set forth in Section 15.24.020, such legislative body or local agency shall require the payment of fees, or consideration in lieu of fees, as a condition of the issuance of building permit for such property or portions thereof.

(Ord. 79-475 § 1 (part), 1979.)



## Chapter 15.30 FIRE MITIGATION FEES

### Sections:

#### 15.30.00 Title.

This chapter shall be known and may be cited as the "Fire Mitigation Fee Ordinance."

(Ord. 90-533 (part), 1990.)

#### 15.30.01 Purpose.

The purpose of this chapter is to carry out Mono County policies requiring new development within the unincorporated areas of the County to bear its fair share of the costs of facilities and equipment necessitated by such development.

(Ord. 90-533 (part), 1990.)

#### 15.30.02 Definitions.

When the following words are used in this chapter, they shall have the meaning ascribed to them in this section.

- A. "Apartment" means a room or suite of two or more rooms which is designated for, intended for, or occupied by one family, with facilities for cooking therein, such residential unit being one of two or more units in the same building or on the same lot or plot.
- B. "Chief" means the chief of a fire agency serving an unincorporated area of the County.
- C. "County" means the county of Mono.
- D. "Covered space" means floor space enclosed by walls and a ceiling or roof.
- E. "Development" means all construction for which a building permit or other permit is required.
- F. "Director" means the director of public works of the county of Mono.
- G. "District service area" means (1) the geographic area served by a fire agency within the boundaries of such fire agency, and (2) the geographic area served by such fire agency by agreement with owners of private property located outside of the boundaries of such fire agency.
- H. "Facilities and equipment" means any long-term capital facilities and equipment used by agencies for fire suppression or emergency medical services, including station construction, station expansion and fire or emergency medical apparatus.
- I. "Fire agency" and "agency" means any special district providing fire protection services within the unincorporated area of the county. The terms also mean the county when it provides fire protection services through a county service area.
- J. "Low-rise building" means a building or structure, no part of which exceeds three stories in height or exceeds thirty-five feet in height (fifty feet for a residential condominium or apartment building) from

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- (i) any fire agency access as defined by ordinances of an agency or (ii) the average finished grade of such building or structure if it does not have such access.
  - K. "High-rise building" means a building or structure any part of which exceeds the height described in subsection J of this section.
  - L. "Single-family dwelling" means a structure designed and permitted exclusively for the residential occupancy of one family, and not as a part of an apartment or a condominium complex.
  - M. Except as stated in subsections A through L of this section, the definitions of words used in this chapter shall be as defined in any relevant ordinances, or otherwise as defined in the Mono County Zoning Code.

(Ord. 90-533 (part), 1990.)

### **15.30.03 Findings.**

In enacting this chapter, the board of supervisors finds and declares:

- A. Fire agencies provide fire protection services for the purpose of protecting the health and safety of persons and property within their district service areas.
- B. The construction and occupancy of additional residential, commercial and other structures within their district service areas adversely impacts the ability of fire agencies to provide fire protection services and increases fire hazards to persons and property.
- C. In order to protect the health and safety of the occupants of new or reconstructed structures within their district service areas, it is necessary for fire agencies to acquire additional land, facilities and equipment to serve such new development.
- D. It is county policy, by and through the land use element of its general plan and the provisions of this chapter, to assure that necessary additional land and fire protection facilities and equipment required by new development projects are either available or will be made available as a condition of approval of such projects, and that the costs of providing such additional land, facilities and equipment are collected on an equitable basis from the beneficiaries thereof.
- E. The failure to assure that such additional land, facilities and equipment are available may endanger the health and safety of persons affected by new development projects.
- F. The costs of operating fire agencies, including escalating liability and workers' compensation costs, make it extremely difficult or impossible for the agencies to provide, from existing funding sources, the land, facilities and equipment necessary to provide adequate fire protection associated with new development.
- G. The funds collected pursuant to this chapter shall be used only for the financing of the acquisition of land, and fire protection facilities, equipment and accessories. Funds so collected and not used for such purposes shall be refunded or otherwise utilized pursuant to Government Code Sections 66001 (g) and (f).
- H. For the foregoing reasons, fire mitigation fees may be imposed on new development in order to pay the incremental costs for land and fire protection facilities and equipment necessitated by such development.

(Ord. 90-533 (part), 1990.)

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#### **15.30.04 Prior agreements and conditions of approval.**

- A. Any enforceable agreement existing prior to the operative date of the ordinance codified in this chapter between an applicant for development and a fire agency pertaining to the dedication of land or payment of fees for facilities and equipment to serve the property which is the subject of the application, or any portion thereof, satisfies the requirements of this chapter.
- B. If land, facilities or equipment was dedicated or donated to a fire agency as a condition of approval of a discretionary permit prior to the operative date of this chapter, such dedication or donation shall be considered as satisfying the requirements of this chapter for such discretionary permit.

(Ord. 90-533 (part), 1990.)

#### **15.30.010 Fire agency findings and content of resolution.**

This chapter shall become applicable to development within the district service area of a fire agency when the following actions are taken:

- A. The governing body of a fire agency adopts a resolution making substantially the following findings:
  - 1. The agency does not have existing fire protection facilities and equipment which could be used to provide an adequate level of services to all reasonably anticipated new development within the agency's district service area,
  - 2. The agency does not have sufficient funds available to acquire land, construct additional facilities, purchase additional equipment from fund balances, capital facility funds, property tax sources, or other appropriate sources,
  - 3. The lack of fire protection facilities and equipment to serve new development would create a situation perilous to the public health and safety if fire mitigation fees are not collected within the agency's district service area,
  - 4. The fees, if any, charged by the fire protection agency do not include a payment toward the costs of facilities and equipment expansion as a component of the fee;
- B. The resolution so adopted contains substantially the following resolved clauses:
  - 1. The agency requests that the county collect a specified fire mitigation fee on the agency's behalf from applicants for building permits or other permits for development in its district service area,
  - 2. The purpose of collecting fire mitigation fees is to expand the availability of facilities and equipment to provide fire protection services to new development in its district service area,
  - 3. By prior resolution the agency has determined that there is a reasonable relationship between the fee's use and the development projects on which it is to be imposed,
  - 4. If fire mitigation fees are to be used in whole or part to construct a public facility, the agency has determined by prior resolution that there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed,
  - 5. The agency will place all funds received from the county under this program, and all interest subsequently accrued on those funds, in a separate account and budget accounting category to be known as the "fire mitigation fee account,"

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6. The agency will expend funds from the account only for the purpose of acquiring land, facilities and equipment to mitigate the impacts of new development on the agency's fire protection capabilities,
  7. The agency will submit a fire mitigation fee annual report for each fiscal year, no later than October 31st following the close of the fiscal year, to the director. The report shall include the balance in the account at the end of the previous fiscal year, the fee revenue received, the amount and type of expenditures made, and the ending balance in the account;
- C. The governing body of the fire agency shall send a certified copy of the resolution to the clerk of the Mono County board of supervisors. The clerk shall transmit a copy of the resolution to the director. Within thirty days from the date of receipt of the resolution by the clerk, the provisions of this chapter shall be applicable to all building permits and other permits issued for new construction within the district service area of the fire agency.

(Ord. 90-533 (part), 1990.)

### **15.30.20 Fire mitigation fee established.**

- A. The fire mitigation fee amount requested by the agency shall be equal to or less than the ceiling amounts set by this chapter. The ceiling amounts are as follows:
1. Seventy-five cents per square foot for all covered space in the first three floors of all buildings or structures.
  2. Two dollars and twenty-five cents per square foot for all covered space above the third floor of all buildings or structures.
- B. The fire mitigation fee established by the agency shall be based upon the estimated costs for the acquisition of necessary land, facilities and equipment to provide fire protection services to mitigate the impact of new development on existing facilities. The resolution of the agency governing board which sets the fee schedule shall contain findings which justify the fee amounts.
- C. As an alternative to the fee-setting procedure set forth above in subdivisions A and B of this section, the board of supervisors may and does hereby reserve the right to directly set the fee amounts applicable to property within the territorial boundaries of any fire protection district or other defined territory within the County's unincorporated area. Unless otherwise provided by state law, said fee amounts may be set by resolution or ordinance of the board. Said fees shall not be limited by the ceiling amounts specified by subdivision A, nor be required to be set by square footage or any other methodology prescribed by this chapter; rather, they need be consistent only with applicable state law. The board likewise reserves the right to impose lawful fire mitigation measures through conditions of approval as an alternative to the fees set forth by this chapter. In the event of a conflict between an action of the board and an action by a fire protection district related to fire mitigation fees set under this chapter, the board action's shall prevail.

(Ord. 03-05 § 1, 2001; Ord. 90-533 (part), 1990.)

### **15.30.21 Adjustment of fire mitigation fee amounts.**

- A. The ceiling amounts set forth in Section 15.30.020 may be increased or decreased from time to time but not more than once each year, by resolution of the board of supervisors, in proportion to the increase or decrease in the costs of construction as determined by the Engineering News Record, Cost of Construction Index published by the McGraw-Hill Publishing Company, or a similar index accepted by the board by resolution in the event the foregoing index is not available.

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- B. The amount of the fire mitigation fee established by a fire agency may be increased no more than once each year by use of the foregoing index or resolution.

(Ord. 90-533 (part), 1990.)

#### **15.30.22 Fee payment.**

- A. Prior to the issuance of any building permit or other permit for development, the applicant shall pay to the director the fees prescribed by the relevant fire agency's resolution, or shall present written evidence that the provisions of this chapter have otherwise been satisfied with respect to the development for which any such permits are sought.
- B. The amount of such fees shall be determined by the fee standard in effect on the date of the payment.
- C. When application is made for a new building permit for the same construction following the expiration of a previously issued building permit for which fire mitigation fees were paid, the fee payment shall not be required.
- D. In the event subsequent development occurs with respect to a permit for which fees have been paid, additional fees shall be required only for additional square footage of development which was not included in computing the prior fee.

(Ord. 90-533 (part), 1990.)

#### **15.30.23 Fees held in trust.**

Fees paid under this chapter shall be held in trust by the county. Such fees shall be transferred quarterly to the fire agency serving the area from which the fees were collected. The county shall retain any interest accrued during the period before transfer as reimbursement for its service and handling costs.

(Ord. 90-533 (part), 1990.)

#### **15.30.24 Use of fees.**

All fees collected pursuant to this chapter and transferred to a fire agency shall be used by the agency for the purpose of providing for land, facilities and equipment.

(Ord. 90-533 (part), 1990.)

#### **15.30.25 Fee fund records and report.**

- A. Any fire agency receiving funds pursuant to this chapter shall maintain a separate budget accounting category for any such fees. The category shall be known as the "fire mitigation fee" account.
- B. The report described in Section 15.30.010(B)(7) of this chapter shall be submitted by the fire agency.

(Ord. 90-533 (part), 1990.)

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### **15.30.26 Termination of fee collection.**

If the governing body of a fire agency submits a copy of a resolution to the clerk of the board of supervisors requesting termination of fee collection, the clerk shall promptly notify the director and fee collection shall terminate thirty days after receipt of the resolution by the clerk.

(Ord. 90-533 (part), 1990.)

### **15.30.40 Exemptions.**

- A. The director shall exempt building permits for certain types of development from the requirements of this chapter if he determines that the development does not significantly add to the need for additional fire protection facilities. The director shall establish a list of those building permit types which are exempt from the requirements of this chapter. The list shall include but not be limited to, building permits for pools and fences.
- B. The requirements of this chapter shall not apply to public works projects.
- C. The requirements of this chapter shall not apply to the replacement on the same parcel by the owner of a dwelling or dwellings destroyed by fire or other calamity, provided that the application for a building permit to replace such dwelling is filed with the director within one year after destruction of the dwelling, and the new structure is equal to or of less square footage than the structure destroyed. Regardless of when application is made for a building permit for a replacement structure, the fire mitigation fee shall be computed only on the basis of the square footage in excess of that of the destroyed structure.

(Ord. 90-533 (part), 1990.)

### **15.30.41 "In-lieu" payment.**

Upon written and verified application by all owners of the subject real property, approved by resolution of the governing body of the fire agency, "in-lieu" payment may be credited against the fee required to be paid pursuant to this chapter. "In-lieu" payment may include improved or unimproved real property, improvements to real property, fire protection equipment, motor vehicles, office equipment, fire station accessory equipment, or any combination thereof. The amount of the credit shall not exceed the fair market value of the "in-lieu" property at the time of the adoption of the resolution.

(Ord. 90-533 (part), 1990.)

### **15.30.42 Penalties and stop orders.**

- A. If, at any time after the effective date of the ordinance codified in this chapter, work is commenced on construction or continues to be performed on construction of any project subject to this ordinance without previous full payment of the fire mitigation fee required to be made pursuant to this chapter, the fire mitigation fee payable pursuant to this chapter shall be doubled.
- B. The chief or assistant chief is hereby authorized to issue such orders as may be necessary for the enforcement of the provisions of this chapter and to affix a tag or notice to any building or structure, construction of which has been commenced or continues in progress in violation of any of the provisions of this chapter. When affixed, such tag or notice may be removed only by the written order of the chief or assistant chief and may be removed only after the violation has been remedied. Until so remedied and said removal order issued, all construction on such project shall cease.

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- C. Any order or notice authorized or required by this chapter shall be given or served upon the owner, occupant, or other applicant for building permit for the project involved, or any person performing any work of improvement or construction of a building or other structure which is subject to the provisions of this chapter by verbal notification or personal service, or, if no such person is found on the premises, by affixing a copy thereof in a conspicuous place on said premises and mailing a copy thereof to such person by registered or certified mail to his last known address. Orders or notices which are given verbally shall be confirmed by service in writing as herein provided.
- D. Any construction carried out in violation of the requirements of this chapter is a misdemeanor punishable by up to six months in the county jail and a fine of one thousand dollars.

(Ord. 90-533 (part), 1990.)

## Chapter 15.40 HOUSING MITIGATION REQUIREMENTS<sup>3</sup>

### Sections:

#### 15.40.010 Purpose/findings.

The County of Mono ("county") has a shortage of housing that is affordable to many citizens who work and reside in Mono County. The cost of housing has risen sharply over the past several years due to the cost of housing in the county's resort communities, the increase in second-home residences throughout the county, the growth of the vacation rental industry, the scarce and limited amount of private land within the county available for residential development, and the overall increase in the cost of housing throughout the State of California. Wages for workers residing in Mono County have not kept pace with the increase in housing costs. As a result, employees in the lower, moderate, and even upper-moderate income ranges cannot afford to reside in proximity to work centers, have been forced to move greater distances from their places of employment, or have moved from the area entirely. This has decreased the pool of workers necessary to meet the needs of businesses and communities within Mono County. It has also increased commuting time to places of employment and contributes to substandard living conditions for workers and their families that earn low and moderate incomes.

Requiring developers of land to mitigate the impact of development projects on the availability of workforce and affordable housing and contribute to addressing the housing shortage in Mono County, either directly or through the payment of fees, dedication of land, or similar means, is reasonable and necessary to offset the impact of the development and address identified housing shortages, which has resulted in a decrease of land available for workforce housing and for persons earning low and moderate incomes, a demonstrative increase in the price of housing, and an increase in the need for workers within the county. Expecting new employers to contribute to the creation and preservation of affordable housing is likewise reasonable. Despite the availability of state and county incentives, there has been little or no market development of residential housing affordable to households earning very low, low, moderate, and even upper-moderate income levels and no other reasonable means to meet this need for workforce and affordable housing are available.

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<sup>3</sup>Editor's note(s)—Ord. No. 19-08 , § 1(Exh. A), adopted December 10, 2019, amended Chapter 15.40 in its entirety to read as herein set out. Former Chapter 15.40, §§ 15.40.010—15.40.170, pertained to similar subject matter, and derived from Ord. No. 06-06, 2006; Ord. No. 07-11, 2007; Ord. No. 11-07, adopted June 14, 2011; Ord. No. 13-03, adopted June 11, 2013; Ord. No. 14-05, adopted December 6, 2014; Ord. No. 16-05 , adopted July 5, 2016; Ord. No. 17-16, adopted December 19, 2017; Ord. No. 18-11, adopted July 17, 2018; Ord. No. 19-02, adopted June 11, 2019 and Ord. No. 19-09 , adopted December 10, 2019.

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A requirement that new development mitigate these impacts and shortages through the provision of affordable housing units, the payment of fees, or similar means, is reasonable and necessary to improve the health, safety and general welfare of the citizens of Mono County. These requirements will not result in a negative impact on the overall development of housing or impose a barrier that will prevent persons with lower and moderate levels of income from purchasing housing.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

#### **15.40.020 Definitions.**

For the purposes of this chapter the following definitions shall apply:

- A. "Accessory dwelling unit (ADU)" means residential occupancy of a dwelling unit located on the same parcel as the main residential unit. An ADU provides complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel on which the main residential unit is situated. An ADU shall meet the minimum regulations for an efficiency dwelling unit in the California Building Code. An ADU shall meet the requirements of Chapter 16 of the Mono County General Plan Land Use Element; in the event of conflict between state law and Chapter 16, state law supersedes.
- B. "Affordable unit" means a dwelling unit which is required to be built, sold, and/or restricted pursuant to the requirements under this chapter.
- C. "Area median income (AMI)" means the median income, adjusted for family size, applicable to Mono County as published annually pursuant to Title 25 of the California Code of Regulations, Section 6932 (or its successor provision), as determined periodically by HUD and updated on an annual basis.
- D. "Deed restrictions" are private agreements that restrict the use of the real estate in some way and are listed in the deed. The restrictions travel with the deed, and generally cannot be removed by new owners.
- E. "Developer" means a person or entity who applies for a permit or other approval for the construction, placement, or creation of residential or non-residential development, including the subdivision of land.
- F. "(Residential) dwelling unit" means any structure or portion thereof designed or used as a residence or sleeping quarters of a household, including a caretaker unit.
- G. "Full-time equivalent employee (FTEE)" means a full-time employee or combination of part-time employees whose work constitutes a total of two thousand eighty hours of annual employment generated by residential and non-residential development. In general, a full-time employee employed for an entire year equals one FTEE, a full-time employee employed on a seasonal basis equals one-half FTEE, and a part-time employee employed on an annual basis equals one-half FTEE. When an "employee generation calculation" results in seasonal or part-time employees, those employees shall be combined to form FTEEs.
- H. "Household" means one or more individuals who occupy one dwelling unit, whether related by blood or marriage.
- I. "Housing fund" means the Mono County Affordable Housing Fund established pursuant to this chapter.
- J. "Housing mitigation fee" means any fee established pursuant to this chapter.
- K. "HUD" means the United States Department of Housing and Urban Development.
- L. "Housing mitigation agreement" means an agreement between the County of Mono and a developer governing how the developer shall comply with this chapter.
- M. "Inclusionary unit" means an affordable unit required by this chapter to satisfy a development project's housing mitigation requirement(s).



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- N. "Market-rate unit" means a dwelling unit in a residential development project that is not an affordable unit.
  - O. "Multi-family residential development project" means a project consisting of two or more dwelling units within a single building and may include multiple buildings on a site or parcel. Typical examples include apartments, condominiums and townhomes.
  - P. "Non-residential development project" means a project for the construction, addition, subdivision of land, or placement of a structure which is for a non-residential use and which is proposed to be developed within the following general plan land use designations: Commercial, commercial lodging, service commercial, industrial park, industrial, rural resort, including that portion of any development within a mixed use or combined use designation (e.g. specific plan) which includes the construction, addition, or placement of a structure for non-residential use.
  - Q. "Primary residence" means the main home where one voluntarily establishes oneself and family, not merely for a special or limited purpose, but with a present intention of making it one's true, fixed, permanent home and principal establishment. A principal residence may be declared through voter registration, tax return, or other legal documents.
  - R. "Residential development project" means a project for the construction or placement of any residential dwelling unit in a permanent location, or the subdivision of land which is planned, designed, or used for the development of residential dwelling units within the following general plan land use designations: Rural residential, estate residential, single-family residential, multi-family residential, or any other area where residential dwelling units may be developed.
  - S. "Single-family residential property or unit" means a property which serves the primary purpose of providing a permanent dwelling unit to a single-family.
  - T. "Sleeping area" means any bedroom, loft, or other space that can be equipped with beds, foldout sofas, or other similar sleeping furniture.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

#### **15.40.030 Housing fund.**

- A. There is hereby established the Mono County Affordable Housing Fund ("Housing Fund"). Any and all fees collected pursuant to this chapter (and established via resolution), together with any other funds received by grant or otherwise for the purpose of furthering the development and preservation of affordable housing within the County of Mono, shall be deposited into the housing fund.
- B. The housing fund shall be administered by the Mono County Board of Supervisors, or designee appointed by resolution, to implement housing programs with a focus on those identified as priorities, as well as other programs that meet housing needs through acquisition, rehabilitation, preservation, or subsidy, and subject to the provisions of this chapter.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

#### **15.40.040 Fees and requirements for non-residential and residential development projects.**

- A. Affordable housing mitigation requirements and fees shall be imposed on developers of non-residential development projects, residential development projects, and single-family residential units based on in-lieu fee and/or inclusionary unit policies resulting from completed nexus studies that quantify the impacts of development on affordable housing. The policy establishing requirements and fees shall be adopted by resolution of the board of supervisors and reviewed on a periodic basis as needed.

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- B. For non-residential development projects, the development of an affordable unit is the preferred mitigation alternative. However, if a non-residential developer can demonstrate that on- or off-site construction is not feasible and/or would not provide housing units that would adequately meet workforce needs, an alternative housing mitigation agreement may be approved pursuant to Section 15.40.070 and may include payment into the housing fund in-lieu fees (established by resolution pursuant to this chapter) to satisfy the mitigation obligation.
  - C. For residential development projects, the development of a unit on-site (an inclusionary unit) is the preferred mitigation alternative. The size, design, and location of inclusionary units shall be consistent with the Mono County General Plan, applicable specific plans, and all other applicable county ordinances, regulations, and building standards. The construction of the on-site units shall be located within the same subdivision and within the boundaries of the project, shall be compatible in exterior appearance with the market-rate units being developed in the project, and shall be dispersed throughout the residential development to the extent feasible pursuant to the corresponding housing mitigation agreement (see Section 15.40.070). The affordable units must contain a similar number of bedrooms as the market-rate units but may be smaller than market-rate units pursuant to the corresponding housing mitigation agreement. The interior amenities within the affordable unit may differ from the interior amenities in a market-rate unit, and may be required to include EPA II wood stoves, energy efficient amenities, and other cost-efficient amenities as provided for in the corresponding housing mitigation agreement (see Section 15.40.070). The on-site units must be built at the same time as market-rate units and a certificate of occupancy will not be issued to any market-rate unit until any affordable unit is completed and issued a certificate of occupancy.
  - D. Compliance with this section may be accomplished by the developer alone or in combination with others, including without limitation, the Mono County Housing Authority or a nonprofit housing corporation.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

### **15.40.050 Developer incentives.**

- A. A developer may apply for incentives from the county to assist in meeting the requirements of this chapter. The granting of any incentive(s) by the county to a developer is discretionary and nothing in this chapter shall be construed to establish, directly or through implication, a right of a developer to receive any assistance or incentive from the county. In granting incentives, the county may require the developer to demonstrate exceptional circumstances that necessitate assistance from the county, as well as provide documentation showing how such incentives will increase the feasibility of providing affordable housing. The following incentives will be considered by the county:
  - 1. **Density Bonus.** A density bonus incentive pursuant to the California Density Bonus Law (found in California Government Code Sections 65915—65918 and as may be amended or replaced from time to time) will be provided for any project that meets the statutory criteria. The county may consider an additional density bonus upon request by the developer when such request can be accommodated within the parameters of the Mono County General Plan or any applicable specific plan or county ordinance.
  - 2. **Fee Waiver or Deferral.** The payment of county fees required under this chapter may be deferred until the certificate of occupancy is issued. Further, a developer may apply for a fee reduction or waiver when the developer proposes to substantially exceed the requirements of this chapter. A developer of a residential development project who builds affordable units in amounts that exceed the requirements of this chapter may apply for a waiver of assessments for any applicable county maintained road maintenance and snow removal services that would otherwise be required.
  - 3. **Reduced Site Development Standards.** A developer may propose, and the county may consider, a reduction in site development standards including a reduction in setback, lot

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coverage, and square footage requirements; a reduction in parking requirements; a modification of the requirement that all utility lines must be placed underground; and reduction of open space requirements. To be eligible for such reduced development standards, the developer must provide substantial evidence that the reductions are necessary to allow the developer to meet or exceed the requirements of this chapter, that the reduced requirements will meet all applicable health, safety, snow storage and drainage requirements, and will further the purpose of this chapter.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

### **15.40.060 Exemptions.**

The following list of projects are exempt from the provisions of this chapter. Modification(s) made to any previously exempted project which renders the project ineligible for the exemption shall automatically trigger the application of the requirements and payment of the fees in place at the time the modifications are made. Similarly, if an exempted project falls out of compliance with the conditions of the exemption, the county shall initiate any appropriate enforcement action, including but not limited to, enforcing payment of the fees and compliance with the requirements in place at the time of the enforcement action:

- A. Residential development for agriculture workers, including cannabis cultivators, e.g., farm labor housing.
- B. Mobile home park development.
- C. Any building that is replaced or repaired as a result of fire or other catastrophic damage or loss so long as the square footage is not increased by more than five hundred square feet.
- D. Any project that is being developed as an affordable housing project as defined by state law and deed restricted as such.
- E. Any project that is being developed to meet other community housing needs, such as transitional housing or homeless shelters, and is deed restricted as such or governed by some other regulatory agreement ensuring the use.
- F. A multi-family residential development project consisting of the development of fewer than thirty units in duplexes, triplexes or other forms of multi-family residential development projects not developed as a condominium or planned development project where, with the exception of one owner-occupied or on-site manager unit, all units will be leased as long-term rental units and where short-term rentals, as defined in the Mono County General Plan and Mono County Code, will be prohibited. To qualify for this exemption, the project's planning permit must contain conditions to prevent the conversion to condominiums and prohibit short-term rentals and a deed restriction must be recorded against the property to inform future owners of the restrictions. If a planning permit is necessary to document the conditions in this exemption, a director review (DR) permit shall be processed and the permit fee shall be waived. If a planning permit is necessary for any reason other than, or in addition to, those strictly pertaining to this exemption, no fee waiver shall be granted, the applicant shall be subject to all applicable permit processes and fees, and the provisions of this exemption shall be included in the permit conditions along with all other applicable conditions.
- G. A multi-family residential development project consisting of the development of fewer than thirty units in duplexes, triplexes or other forms of multi-family residential development projects where units are owned as primary residences and where short-term rentals are prohibited. The project's planning permit must contain conditions requiring the units to be primary residences and prohibiting short-term rentals, and a deed restriction must be recorded against the property to inform future owners of the restrictions. If a planning permit is necessary to document the conditions in this exemption, a director review (DR) permit shall be processed and the permit fee shall be waived. If a planning permit is necessary for any reason other than, or in addition to, those strictly pertaining to this exemption, no fee waiver shall be granted, the applicant shall

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be subject to all applicable permit processes and fees, and the provisions of this exemption shall be included in the permit conditions along with all other applicable conditions.

- H. Single-family residential (SFR) units less than two thousand square feet in size.
- I. Single-family residential (SFR) units prohibiting short-term rentals. If a planning permit is necessary to document the condition in this exemption, a director review (DR) permit shall be processed and the permit fee shall be waived. If a planning permit is necessary for any reason other than, or in addition to, those strictly pertaining to this exemption, including pursuant to Chapter 16 of the Mono County General Plan, no fee waiver shall be granted, the applicant shall be subject to all applicable permit processes and fees, and the provisions of this exemption shall be included in the permit conditions along with all other applicable conditions.
- J. Single-family residential (SFR) units where the unit is a primary residence and the owner (or approved tenant pursuant to Section 15.40.080(B)(4)) qualifies as moderate- or below-income according to HUD affordable housing guidelines.
- K. Single-family residential (SFR) units that deed restrict future sales to moderate- or below-income levels.
- L. Single-family residential (SFR) units within a subdivision that previously met the requirements of this chapter during the planning process.
- M. Accessory dwelling units (ADUs) meeting the requirements of state law and General Plan Land Use Element Chapter 16.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

#### **15.40.070 Alternatives and procedure.**

- A. The county will consider and may approve alternative mitigation proposals through a housing mitigation agreement in circumstances where it can be demonstrated by the developer that the alternative proposal meets the purpose of this chapter and provides a greater housing benefit to the community than would otherwise be attained through the building of affordable dwelling units or the payment of in lieu fees in accordance with this chapter. Developers may submit an alternative plan with the designated processing fee to the community development department. Initial approval of such an alternative proposal as a housing mitigation agreement will be made by the community development department and thereafter approved by the planning commission and will be subject to final review and approval by the board of supervisors. Alternatives that will be considered include, but are not limited to, land dedication, off-site housing, conversion of existing housing, and payment of in lieu fees.
- B. Housing Mitigation Agreement. In the case of alternative proposals, the developer, the holder of any deed of trust or other lien holder on the property, and the community development director or his or her designee shall execute a housing mitigation agreement prior to the recordation of the parcel map or subdivision map in the case of subdivisions, or prior to approval of a director review or use permit, or prior to the issuance of building permits in the case of all other development. The developer's entry into the housing mitigation agreement shall be a condition of approval for any tentative parcel or final map, director review or use permit, or building permit. The executed housing mitigation agreement shall be recorded with the county clerk/recorder at the time of the recording of any final or parcel map or at the time of the issuance of any building permit. The housing mitigation agreement shall include, but not be limited to, the following:
  - 1. A complete description of the development project;
  - 2. The specific method of compliance with the requirements of this chapter;
  - 3. Any such matters as may be determined appropriate by the developer and/or the county.

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( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

**15.40.080 Occupancy and availability of affordable units.**

- A. The occupancy and continuing availability of inclusionary units as required by the resolution establishing fees and requirements shall be provided for in the following manner:
- B. For Sale Affordable Inclusionary Units. Inclusionary units designated for sale shall be subject to the following conditions and restrictions:
  - 1. Eligible Participants. Affordable units shall only be available for purchase by residents intending to use the unit as a primary residence and who qualify as moderate- or below-income according to HUD affordable housing guidelines.
  - 2. Restrictions on Use and Resale. The affordable units shall be subject to deed restrictions memorializing and preserving the required provisions herein and to the conditions of any planning permits approved for the project and property.
  - 3. Sales Price and Transfer. The maximum purchase price shall be set by the applicable HUD affordable housing guidelines for moderate- and below-income housing.
  - 4. Restriction on Use of Unit. The affordable unit must be occupied by the owner of the unit as their primary residence and may not be leased or rented without a written determination by the community development director or designee; or, if the unit is administered by the Mono County Housing Authority, by that entity, that the proposed tenant qualifies as moderate- or below-income and that rents charged conform to applicable HUD affordable housing guidelines for the tenant's income level. In units where short-term rentals are prohibited, no rentals for thirty days or less may occur under any circumstances.
  - 5. Term of Restrictions. The restrictions set forth in this section shall remain in effect in perpetuity. If a circumstance arises in the future where these restrictions are removed or not followed, the fees and requirements of this chapter in place at the time shall be applied.
  - 6. Covenants, Conditions, and Restrictions. Any covenants, conditions, and restrictions (CC&Rs) associated with or required for approval of any subdivision subject to this chapter shall include all of the requirements of this chapter and shall be recorded with the county clerk/recorder. Additional conditions that may be required include provisions that the owner of an affordable unit must pay all property taxes in a timely manner, may not refinance the unit without the express written approval of the community development director and, in the case where a deed of trust is made subordinate to the CC&Rs, that the owner must maintain the property in good condition, and comply with all local land use requirements. In addition to any other enforcement remedies, the CC&Rs shall designate and authorize the county to enforce any county-imposed conditions at the county's sole discretion.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

**15.40.090 Serial or sequential development prohibited.**

Developers may not avoid the requirements of this chapter by developing projects in a serial or sequential manner. Development of any property owned by a developer or his or her successor in interest that is contiguous to any other development subject to this chapter shall be deemed to be one single project for the purposes of this chapter when the subsequent development occurs within ten years of any prior development and when the combined development becomes subject to the requirements of this chapter.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

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### **15.40.100 Enforcement.**

- A. The Community Development Department/Mono County Housing Authority shall be responsible for monitoring and enforcing the provisions of this chapter. Any violation of this chapter may be enforced in any manner permissible by law including, but not limited to, pursuant to Section 1.04.060 and Chapter 1.12 of the Mono County Code.
- B. Owners and occupants of property subject to the restrictions and requirements of this chapter shall permit county employees to inspect the property upon two business days advance written notice. Owners of property subject to the restrictions pursuant to this chapter shall retain all records related to compliance with the obligations and restrictions of this chapter, the housing mitigation agreement and/or the CC&Rs for a period not less than five years and shall make such records available to county employees for inspection and copying upon five business days advance written notice.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

### **15.40.110 Annual review.**

The provisions of this chapter, the affordable housing guidelines, and any resolutions adopted to further the purposes of this chapter shall be reviewed annually by the Mono County Board of Supervisors, Mono County Housing Authority and the community development director or his or her designee. An annual report and accounting shall be provided to the board of supervisors by the community development department evaluating the policies set forth in this chapter and their effects.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

### **15.40.120 Appeal, waiver, and adjustment.**

A developer of any project subject to the requirements of this chapter may appeal to the board of supervisors for a reduction, waiver, or adjustment of any of the provisions or requirements contained in this chapter. Any such appeal shall be based upon the misapplication or misinterpretation of this chapter as applied to the project or violation of law. The board of supervisors, in its sole discretion, may adjust or waive any provision or requirement imposed by this chapter based on good cause shown by substantial evidence in the record.

Any appeal must be in writing and filed with the county clerk/recorder and served on the community development director not later than ten days before the first public hearing on any discretionary approval or permit for the development, or if no discretionary permit is required, or if the action complained of occurs after the first public hearing on such permit or approval, then the appeal shall be filed within ten days after payment of the fees objected to. The appeal shall set forth in detail the factual and legal basis for the claim of waiver, reduction, or adjustment. The board of supervisors shall consider the appeal within sixty days after the filing of the appeal. The appellant shall bear the burden of producing substantial evidence to support the appeal, which shall include providing comparable technical information to support appellant's position. The decision of the board of supervisors shall be final.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

### **15.40.130 Severability.**

The provisions of this chapter are intended to be severable, and in the event any provision or requirement provided for under this chapter is determined to be invalid or unenforceable, the remainder of the chapter shall remain in effect.

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( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

## **Chapter 15.50 LIMITED DENSITY OWNER-BUILT RURAL DWELLINGS**

### **15.50.010 Purpose.**

The purpose of this chapter is to make Article 8 (commencing with Section 74) of Subchapter 1 of Chapter 1 of Division 1 of Title 25 of the California Code of Regulations, as modified herein, operative on limited density owner-built rural dwellings in Mono County, and to provide minimum requirements for the protection of life, limb, health, property, safety, and welfare of the general public and the owners and occupants of such dwellings.

(Ord. No. 12-06, § 1, 12-18-2012)

### **15.50.020 Intent and application.**

The provisions in this chapter shall apply to the lawful construction, enlargement, conversion, alteration, repair, use, maintenance, and occupancy of limited density owner built rural dwellings and detached structures. It is the intent of this chapter that the requirements contained herein shall apply to seasonally or permanently occupied dwellings located in rural areas and solely occupied as the residence of the owner or the owner's family. Such dwellings shall be considered single family dwellings.

(Ord. No. 12-06, § 1, 12-18-2012)

### **15.50.030 Definitions.**

As used in this chapter:

- A. "Owner-built" shall mean constructed by any person or family who acts as the general contractor for or the provider of, part or all of the labor necessary to build housing to be occupied as the principal residence of that person or family, and not intended for sale, lease, rental, or employee occupancy. The sale, lease, renting, or employee occupancy of owner-built structures within two years of the issuance of a certificate of occupancy shall be presumptive evidence that the structure was erected for the purpose of sale, lease, rental, or employee occupancy. Any ambiguity regarding the meaning of "owner built" shall be resolved by reference to state law regarding owner-builders. It is not the intention of the county to narrow or expand state law regarding owner-builders who are eligible to build limited density owner-built rural dwellings.
- B. "Limited density owner-built rural dwelling parcel" means a single parcel in-holding that is completely surrounded by federally owned lands, is at no point nearer than one air mile from a paved road and is at least ten acres in size.
- C. "Substandard building" shall be defined as a structure or a portion of a structure in which there exists any condition that endangers the life, health, property, safety, or welfare of the public or the occupants thereof. Except as amended by the provisions of this chapter, the California Health and Safety Code, Section 17920.3, shall be the determining criteria for compliance with the standards of this chapter and the defining of a substandard building. (Note: Any structure or portion thereof which are determined by the enforcing agency to constitute a substandard building may be declared to a public nuisance and may be abated by repair, rehabilitation, or removal in accordance with California Health and Safety Code Sections 17980 through 17995.)

(Ord. No. 12-06, § 1, 12-18-2012)

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### **15.50.040 Building standards; building official authority.**

- A. When constructing a residential structure on a limited density owner-built rural dwelling parcel, dwellings constructed pursuant to this section need not necessarily conform with the construction requirements prescribed by the latest applicable edition of the California Residential, Building, Plumbing, Mechanical, Electrical, Energy, Fire or Green Building Standards Codes, or other applicable technical codes; nevertheless, such dwellings shall conform with nationally-accepted technical and scientific principles relating to design, materials, methods of construction, and structural requirements for the erection and construction of dwellings that are contained in the California Building Standards Codes. Such codes shall be a basis for approval.
- B. The construction of a dwelling under this chapter is a privilege, not a right. The building official has full authority in the interpretation and application of the provisions of this chapter, including but not limited to determining eligibility of a dwelling proposed to be constructed under this chapter and applicable building standards for any such proposed dwelling.

(Ord. No. 12-06, § 1, 12-18-2012)

### **15.50.050 Recorded covenants.**

As a condition of being permitted to construct a dwelling under this chapter, a declaration of covenants, conditions, and restrictions shall be recorded disclosing the nature of the dwelling and restrictions on its use, in a form acceptable to county counsel, which shall run with the land and be enforceable by the county as an equitable servitude. The declaration shall state that the structure constructed on this property has been permitted under the special regulations codified in Chapter 15 of the Mono County Code applicable to limited density owner built rural dwellings adopted under the authorization of California Health and Safety Code Section 17958.2; that the structure(s) is not in full compliance with the provisions of the technical codes; and that occupancy is limited to the owner and the owner's family.

(Ord. No. 12-06, § 1, 12-18-2012)

### **15.50.060 Permits.**

Permits shall be required for the construction of limited density owner-built rural dwellings. The application, plans, and other data filed by an applicant for such permit shall be reviewed by the Mono County building division and other county departments to verify compliance with the provisions of this chapter. When the building official determines that the permit application and other data indicate that the structure will comply with the provisions of this article, the building official may issue a permit therefore to the applicant, as provided for in this chapter.

(Ord. No. 12-06, § 1, 12-18-2012)

### **15.50.070 Application for permit.**

To obtain a permit, the applicant shall first file an application therefore with the Mono County building division. Permit applications shall contain the following information:

- A. Scope of work;
- B. Name and address of the applicant;
- C. Address and location of the proposed work;



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- D. Use and occupancy for which the proposed work is intended;
  - E. Be accompanied by plans and construction documents;
  - F. Indicate square feet or valuation of proposed new work;
  - G. Initial, sign, and date the owner-builder disclosure form;
  - H. Be signed by the applicant or applicant's authorized agent;
  - I. Give such other data and information as required by the building official.

(Ord. No. 12-06, § 1, 12-18-2012)

#### **15.50.080 Plans.**

Plans shall consist of a general description of the structure(s), including all necessary information and details to facilitate a reasonable judgment of conformance by the Mono County building division. Due to Mono County having climatic conditions that produce snow loads, and that all of Mono County is known to be in a high seismically active region of the state, buildings shall be designed in accordance with accepted engineering practice.

(Ord. No. 12-06, § 1, 12-18-2012)

#### **15.50.090 Permit issuance.**

The issuance of a permit shall be contingent upon the approval of the submitted plans and construction documents by the Mono County community development department. Additionally, the Mono County environmental health department shall provide approval for private sewage disposal systems and potable water that will serve the proposed structure(s) prior to the issuance of a permit.

(Ord. No. 12-06, § 1, 12-18-2012)

#### **15.50.100 Inspections.**

All construction or work for which a permit is required pursuant to this chapter shall be subject to inspection by the building official or his/her agent. It shall be the responsibility of the applicant or his or her agent to notify the Mono County building division to have such work inspected.

(Ord. No. 12-06, § 1, 12-18-2012)

#### **15.50.110 Certificate of occupancy.**

After the structure(s) is completed for occupancy any inspections which have been conducted, and work approved, the building official shall issue a certificate of occupancy for such dwelling(s) and appurtenant structure(s) which comply with the provisions of this chapter. The certificate of occupancy shall indicate that the structure(s) that it is issued for have been constructed and approved pursuant to the provisions of this chapter.

(Ord. No. 12-06, § 1, 12-18-2012)

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### **15.50.120 Fees.**

Fees shall be required and collected by the Mono County building division to provide for the cost of administering the provisions of this chapter, in an amount to be duly established and adopted by resolution of the board of supervisors.

(Ord. No. 12-06, § 1, 12-18-2012)

### **15.50.130 Construction requirements.**

- A. The dwelling unit shall have a room or space of not less than two hundred twenty square feet of floor area. An additional one hundred square feet of floor area shall be provided for each occupant in excess of two. The unit shall also be provided with a kitchen sink with a clear working space of thirty inches in front. A separate bathroom containing a water closet, lavatory and bathtub or shower shall be provided. The maximum size of dwelling units and detached structures shall be six hundred forty square feet.
- B. Fireplaces, heating and cooking appliances, and gas piping installed in buildings constructed pursuant to the chapter shall be installed and vented in accordance with the requirements contained in the California Mechanical Code.
- C. A heating facility or appliance shall be installed in each dwelling subject to the provisions of this chapter; however, there shall be no specified requirement for heating capacity or temperature maintenance. The use of solid fuel or solar heating devices shall be deemed as complying with the requirements of this chapter.
- D. No dwelling or appurtenant structure constructed pursuant to this chapter shall be required to be connected to a source of electrical power, or wired, or otherwise fitted for electrification. Where electrical wiring or appliances are installed, the installation shall be in accordance with the applicable requirements contained in the California Electrical Code.
- E. Plumbing equipment and installation shall be in accordance with the applicable requirements contained in the California Plumbing Code.
- F. Potable water shall be available to the dwelling site, although such water need not be pressurized. Where water is not piped from a well, spring, cistern, or other approved source, there shall be a minimum reserve of fifty gallons of potable water available. Hot water need not be provided to serve any structure(s). The Mono County environmental health department shall be the health authority having jurisdiction to provide the approval of potable water.
- G. Sanitary facilities shall be connected to an approved private sewage disposal system or an alternate waste disposal system subject to the inspection and approval of the Mono County environmental health department.
- H. All egress systems, including emergency escape rescue exits in any room(s) that could reasonably be used as sleeping room(s), shall be in conformance with the California Residential Code.
- I. Smoke detectors shall be installed in accordance with the California Residential Code. For dwellings that do not have electrical power, battery operated smoke detectors shall be acceptable.

(Ord. No. 12-06, § 1, 12-18-2012)

### **15.50.140 Fire safety regulations.**

A limited density owner-built rural dwelling permit application shall be reviewed by CalFire for compliance with Public Resources Code Sections 4290 and 4291, as well as for any other requirements CalFire may have

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regarding defensible space. For purposes of this chapter, residential fire sprinklers shall not be required in limited density owner built rural dwellings.

(Ord. No. 12-06, § 1, 12-18-2012)

#### **15.50.150 General plan compliance.**

Limited density owner-built rural dwelling structures shall comply with all applicable development regulations of the Mono County general plan.

(Ord. No. 12-06, § 1, 12-18-2012)

#### **15.50.160 Chapter expiration.**

This chapter is a pilot program. This chapter will expire and be of no further force and effect after December 31, 2014, or after five applications for permits under this chapter have been accepted by the county, whichever occurs last. Notwithstanding the foregoing, applications that have been submitted prior to said expiration date may be processed, including but not limited permit issuance, completion of construction, final inspection of said construction, and issuance of a certificate of occupancy.

(Ord. No. 12-06, § 1, 12-18-2012)

## Title 15 BUILDINGS AND CONSTRUCTION

**Chapters:**

### **Chapter 15.04 BUILDING REGULATIONS<sup>1</sup>**

#### **15.04.010 Purpose of chapter.**

This chapter is enacted for the purpose of adopting rules and regulations for the protection of the public health, safety and general welfare of the occupants and the public; governing the creation, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court area, sanitation, ventilation, and maintenance of any building used for human habitation; provided, however, that nothing in the codes adopted in this chapter shall be construed to prevent any person from performing his own building, mechanical, plumbing, or electrical work when performed with issued County of Mono permits in compliance with this chapter.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01 , § 1(Att. A), 1-21-2020)

#### **15.04.020 Express findings.**

The Mono County governing body makes express findings that the listed local modifications, additions, and amendments to the building standards contained in California Building Standards Codes, Title 24 are reasonably necessary because of local climatic, geological or topographical conditions, including snow loads, freezing temperatures, high winds, and remote mountain terrain. These local government amendments also provide a more restrictive building standard than that contained in California Building Standards Codes, Title 24 by including listed appendices and codes detailing requirements specific to the local climatic, geological or topographical conditions of Mono County. To facilitate ease of use by industry and building officials, certain of the amendments, additions and modifications to the regulations adopted by the California Building Standards Commission, Department of Housing and Community Development of the State of California and other agencies of the state of California, are made by reference to the appropriate California code.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01 , § 1(Att. A), 1-21-2020)

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<sup>1</sup>Editor's note(s)—Ord. No. 17-01, § 1, adopted 17-01, repealed the former Chapter 15.04, §§ 15.04.010—15.04.210, and § 2 of Ord. No. 17-01 enacted a new Chapter 15.04 as set out herein. The former Chapter 15.04 pertained to similar subject matter and derived from Ord. No. 15-01, adopted February 17, 2015.

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### 15.04.030 California Building Standards Codes, Title 24, Uniform, and International Codes adopted.

The California Building Standards Commission has adopted the following codes, which are applicable within the County of Mono as a matter of state law, subject to the modifications and amendments contained in this chapter:

- A. ~~2019~~ 2022 California Administrative Code (California Code of Regulations Title 24, Part 1) ~~specific to administrative regulations of/for California Regulatory Agencies.~~
- B. ~~2019~~ 2022 California Building Code, (California Code of Regulations Title 24, Part 2) including the following appendices: Appendix C; (Group U-Agricultural Buildings).
- C. ~~2019~~ 2022 California Electrical Code, (California Code of Regulations Title 24, Part 3).
- D. ~~2019~~ 2022 California Mechanical Code, (California Code of Regulations Title 24, Part 4).
- E. ~~2019~~ 2022 California Plumbing Code, (California Code of Regulations Title 24, Part 5).
- F. ~~2019~~ 2022 California Energy Code, (California Code of Regulations Title 24, Part 6).
- G. ~~2019~~ 2022 California Historical Building Code (California Code of Regulations Title 24, Part 8).
- H. ~~2019~~ 2022 California Fire Code, ~~Part 9, 2007 Edition~~ (California Code of Regulations Title 24, Part 9).
- I. ~~2019~~ 2022 California Existing Building Code Part 10, ~~2007 Edition~~ (California Code of Regulations Title 24, Part 10).
- J. ~~2019~~ 2022 California Referenced Standards Code (California Code of Regulations Title 24, Part 12).
- K. ~~2019~~ 2022 California Residential Code (California Code of Regulations Title 24, part 2.5) including the following Appendices: Appendix AJ (Existing Buildings and Structures); Appendix AQ (Tiny Houses).
- L. ~~2019~~ 2022 California Green Building Standards Code (California Code of Regulations Title 24, Part 11).
- M. 2016 American Concrete Institute (ACI) Guide to Cold Weather Concreting.
- N. 2021 International Property Maintenance Code

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01 , § 1(Att. A), 1-21-2020)

### 15.04.040 Definitions.

Whenever any of the following names or terms are used in this chapter or in any of the codes set forth above, unless the context directs otherwise, such names or terms so used shall have the meaning ascribed thereto by this section: .

- A. "Building division," "electrical department," "plumbing department," "office of administrative authority," or "housing department" means the building division of Mono County.
- B. "Building official," "authority having jurisdiction [AHJ]" and similar references to a chief administrative position, mean the chief building inspector of the county; provided, however, that:

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1. Where such terms are used in connection with those duties imposed by a statute or ordinance upon the county health officer, said terms shall include the county health officer.
  - C. "City" means the County of Mono when referring to a political entity, or an unincorporated area of said county when referring to area, "city clerk" means the county clerk and ex officio clerk of the board of supervisors, and "city council" or "mayor" means the board of supervisors of the County of Mono.
  - D. "Dwelling unit," includes, but is not limited to, each single-family dwelling and each habitation unit of an apartment, duplex, or multiple-dwelling structure designated as a separate place for habitation of family; "dwelling unit" also includes each guest room.
  - E. "Fire chief," means the chief of the fire protection district wherein a particular building is or is to be located or, for any area not within a fire protection district, the same shall mean the county fire marshal designated by the board of supervisors.
  - F. "Person," includes, but is not limited to, every person, firm, entity, or corporation engaging in a construction activity or through the services of any employee, agent, or independent contractor.
  - G. "Trailer space," means each space, area, or building in a trailer park or mobilehome park or other place, designed or intended as a place to accommodate any mobilehome, trailer, van, bus, or other vehicle or mobile structure, at a time when the same is being used as living or sleeping quarters for human beings.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.050 Filing of adopted Title 15 Codes.**

The Mono County Building Division shall maintain on file copies of the codes referred to in Section 15.04.030 and the codes shall be open to public inspection.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.060 Building permit expiration.**

All building permits and plan checks will expire under the following conditions:

- A. All applications and plans submitted for plan review shall become void after a period of ~~twelve months~~ ~~(one year)~~ 180 days from the time of application. At this time any further application for the project will require a new plan check fee and new application submitted.
- B. All building division permits will become void thirty-six months (three years) after issuance, unless:
  1. A written request for a permit extension is submitted; has been approved by the building official;
  2. The construction is progressing at a proponent's best rate; and
  3. The construction activity is posing no life-safety threat to the public or to any person.
- C. If the building or work authorized by such permit is not commenced within ~~one year~~ twelve months from the date of permit issuance, or if the building or work authorized by such permit is suspended or abandoned for a period of twelve months or more after the time the work has commenced, ~~at any time after the work is commenced,~~ the permit shall expire. For purposes of this section, November 1 through April 1, due to climatic constraints associated with the winter months, will not be considered as part of the twelve month time schedule.

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1. Suspension and/or abandonment shall be determined by a lack of progress inspections for a period of more than one year since the last previously documented inspection. If a permit has expired, no work can recommence until a new application is applied for, plan check is completed, all permit fees are paid, and a new permit is issued.
- D. To receive an extension of time on an expired building permit the applicant shall submit a written request detailing the extenuating circumstances that prevented the completion of the project in the allotted time limits of the issued permit.
1. Upon review and approval by the building official, an extension may be granted for an additional ~~year~~ 180 days maximum. Should this additional ~~twelve months (one year)~~ 180 day time elapse, a new building permit shall be obtained prior to the continuation of work on the project unless another permit extension has been granted by the building official.
  2. The new permit fee will be calculated on the hourly amount of plan check required to reissue the permit, the balance of the work to be completed, and number of inspections estimated to final the issued permit.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01 , § 1(Att. A), 1-21-2020)

#### **15.04.070 Building permit fees.**

All permit fees to include building, electrical, plumbing, and mechanical permits shall be paid to the building division in an amount set forth and adopted by resolution of the board of supervisors.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01 , § 1(Att. A), 1-21-2020)

#### **15.04.080 Engineering plan check.**

Permit applications containing engineered design submitted to the Mono County Building Division for plan check review exceeding conventional light-frame construction code provisions in order to address seismic design, wind load, ground snow load, or because of unconventional or irregular design, may be subject to engineering plancheck review by in-house or contract engineering consultants as determined on a case-by-case basis by the building official. All commercial structures containing engineering design requirements shall be subject to engineering plan check review. The expense for such plan check and design review by qualified engineers shall be paid by the project applicant.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01 , § 1(Att. A), 1-21-2020)

#### **15.04.090 Planning, health, public works and other required approvals prerequisite to building permits issuance.**

No building permits shall be issued for any building for which an individual sewage disposal system, a connection to a public sewage collection system, an individual water supply system and/or a connection to a public water supply system must be installed, altered or added to until the building official is satisfied that all required county department application reviews for permits have been completed issued therefor.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01 , § 1(Att. A), 1-21-2020)

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#### **15.04.100 Building permit violations.**

Violations. Where work for which a permit is required by this code has been started prior to obtaining the required permits, the permit fees shall be assessed at a rate to recoup the time and materials spent by the building division staff to mitigate the violation. The payment of such assessed fees shall not relieve any persons from fully complying with the requirements of this code in execution of the work nor from any other penalties, prescribed herein.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01 , § 1(Att. A), 1-21-2020)

#### **15.04.110 Board of appeals.**

The construction board of appeals shall hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of Mono County Title 15 and provide reasonable determinations of decisions rendered by the officials charged with the responsibility of enforcing the building codes, as amended from time to time including, but not limited to the following:

- A. Qualifications. The construction board of appeals (“board of appeals”) shall consist of at least five voting members, all of whom should be residents of Mono County. Any specific appeal shall be heard by at least a majority of the voting members.
  - 1. The members shall consist of persons with experience in the field of construction and deemed qualified to understand issues relating to this field.
  - 2. No county officer or employee shall serve as a voting member of the construction board of appeals.
  - 3. The members shall serve four years and may be reappointed after that for successive four-year terms. In order to ensure continuity on the board, terms shall be staggered, with two members of the initial board appointed for two-year terms and three members of the initial board appointed for four-year terms. Members of the initial board shall determine, through the drawing of lots, which two members shall serve two-year terms and which three members shall serve four-year terms.
- B. Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, or the provisions of this code do not fully apply, or an equally good or better form of construction has been proposed and denied by the building official.
  - 1. The board of appeals shall have no authority relative to interpretation of the administrative provisions of these codes, nor shall the board be empowered to waive requirements of these codes.
  - 2. Any cost for tests or research required by the board to substantiate the claim of the appellant shall be the sole responsibility of the appellant.
- C. Building Official Ex-Officio Member. The building official for Mono County shall be an ex-officio member of the board of appeals and shall act as secretary of said board of appeals but shall have no vote.
- D. Rules, Decisions, Legislative Recommendations. The board of appeals shall adopt reasonable rules and regulations for conducting its investigations and render all decisions and findings in writing to the appellant with a duplicate copy to the building official.



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- E. Appeals to Board. Any person aggrieved by an order, decision, or determination of the official charged with the responsibility of enforcing those respective codes may, within twenty working days of the date of the order, decision, or determination was made, appeal to the board of appeals for a hearing.
    - 1. The appeal must be in writing and accompanied by a filing fee which shall be established by resolution of the county board of supervisors.
    - 2. The appeal shall be filed with the county building division and with the building official. A form will be provided at the community development department.
    - 3. All supporting documents shall be submitted with the form at the time of filing the appeal.
  - F. Hearing. The building official, or his or her designee, shall schedule a hearing within twenty working days of receiving the request for hearing and give notice of the time, place, and subject matter of the hearing to the person filing the appeal, and to each member of the board of appeals.
    - 1. The hearing shall be informal.
    - 2. The board of appeals shall announce its decision within five working days after the hearing has concluded.
  - G. Finality of Decision. The decision of the construction board of appeals shall be the final administrative decision, and no provision of any ordinance of the county shall be interpreted as permitting a further administrative appeal to the county board of supervisors or any other county board or commission.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.120 Utility connection.**

It is unlawful for any person, including utility companies, to connect electric power lines or liquefied petroleum gas permanently to any building or structure for which a permit is required by this chapter until such structure complies with all applicable ordinances and codes and has been approved by county building division final inspection as required under the California Building Code. This section shall not prohibit the erection and use of temporary power poles when approved by the building official, provided that such temporary electrical connections and facilities are removed prior to connection of permanent lines.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.130 Early connection of utility service.**

Where no building is located on a lot or parcel, no permit shall be issued for a septic system or an accessory building prior to issuance of a permit for a main building to be located on the same lot or parcel without the consent of the planning division. All temporary electric power poles shall be installed per requirements found in Article 590 of the 2016 California Electrical Code. The purpose of this provision is to furnish the planning division with sufficient information concerning the uses, size, area of coverage, or location of any main building that will or may be constructed thereon, in relation to such septic system, accessory building, or temporary power pole.

- A. Exceptions. Permits for temporary power poles to be used during time of construction may be issued prior to the main use being established, provided the following conditions have been met:
  - 1. All required plans have been submitted.
  - 2. All plan check fees, building permit fees, and any special fees have been paid in full.
- B. As used in this section, certain terms are defined as follows:

1. "Accessory building" means and includes any building or structure the use of which is customarily subordinate or incidental to that of a main building or a main use of a certain kind of lot or parcel, for example, a garage or storage building.
  2. "Main building" means and includes a building or structure which is customarily used to carry out the main use of a lot or parcel of a certain kind.
  3. "Main use" means and includes the principal or dominant use for which a lot or parcel of a certain kind is customarily used.
  4. "Temporary power pole" means and includes any pole placed for the conveyance of electrical energy for a limited period of time and is used in preparing for the main use of a certain kind of lot or parcel.
- C. Permanent electrical service may be connected to a building or structure prior to building division final inspection and approval provided that the applicant completes and signs a construction power agreement on a form provided by the Mono County Building Division stating that the project will meet the conditions on the agreement. The construction power agreement also includes a provision for electrical service disconnection, at the applicant's liability and expense, in the event of unauthorized usage of the electrical power.
- The applicant completes a temporary power agreement, on a form supplied by the Mono County Building Division stating that project is ninety percent complete and meets all requirements of the building division and executes a disconnect order which authorizes the county to disconnect, under the applicants' liability and expense, in the event of unauthorized usage and/or failure to meet the executed schedule.
2. The applicant completes a temporary power agreement and submits a cash bond in the amount of one thousand dollars and executes a disconnect order which authorizes the county to disconnect. Under the applicants' liability and expense, the power will be disconnected and the bond forfeited in the event of unauthorized usage and/or failure to meet schedule.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01 , § 1(Att. A), 1-21-2020)

#### 15.04.140 Snow loads.

All of Mono County shall be declared a snow area and this declaration pertains to all structures as defined in the 2019 California Building Code Section 202. Mobile Manufactured homes, modular homes, factory-built houses, housing (modular homes) and commercial coaches shall be subject to the specific design provisions of California Title 25 and under the jurisdiction of the California State Agency of Housing and Community Development (HCD). The snow loads, and the conditions of their application, shall be revised from time to time based on minimum California Building Code requirements, site specific case studies, and updated information as determined by the Mono County Building Official.

- A. "Structure" (as defined by the 2016 California Building Code Section 202): That which is built or constructed.

### MONO COUNTY SNOW LOAD DESIGN CRITERIA

2019 California Building Code

SNOW LOADS: Use Terrain exposure Category D/Flat unobstructed areas ASCE 7-16 Table 7-27.3-1  $C_e = 0.9$  for high desert area roofs noted with\*.  
 Use Terrain exposure Category BC/Partially Exposed ASCE 7-16 Table 7-27.3-1  $C_e = 1.0$  for all other roofs.  
 Use ASCE 7-16 Table 7-3 7.3-2 Thermal Factor  $C_t = 1.1$  for all roofs.  
 Use ASCE 7-16 Table 1.5-2 Importance Factor  $I_s = 1.0$  for all roofs.  
 Use Fig. 7-2b graph 7.4-1 in ASCE 7-16 and All Other Surfaces curve for determination of  $C_s$  if roof meets criteria for slope reduction.

CLIMATE ZONE: 16  
 FROST DEPTH: 18" below exterior finished grade minimum

GROUND SNOW LOAD $p_g$ PSF – ROOF SNOW LOAD $p_r$ CONVERSION TABLE			
HIGH DESERT LOCATIONS	ELEVATION	GROUND SNOW LOAD $p_g$ (psf)	FLAT ROOF SNOW LOAD $p_r = (.7)(0.9 \text{ or } 1.0 = C_e)(1.1 = C_t)(1.0 = I_s)p_g =$ (psf)
Chalfant Valley*	4,200 ft.	55 psf	38 psf
Hammil Valley*	4,500 ft.	55 psf	38 psf
Paradise*	5,000 ft.	55 psf	38 psf
Topaz*	5,000 ft.	55 psf	38 psf
Coleville*	5,100 ft.	55 psf	38 psf
Benton*	5,400 ft.	55 psf	38 psf
Walker*	5,400 ft.	55 psf	38 psf
Bridgeport	6,470 ft.	65 psf	50 psf
Mono City	6,899 ft.	75 psf	58 psf
Long Valley (east of US 395)	7,000 ft.	80 psf	62 psf
Tom's Place	7,000 ft.	80 psf	62 psf

GROUND SNOW LOAD $p_g$ PSF – ROOF SNOW LOAD $p_r$ CONVERSION TABLE			
MOUNTAIN AREA LOCATIONS	ELEVATION	GROUND SNOW LOAD $p_g$ (psf)	FLAT ROOF SNOW LOAD $p_r = (.7)(1.0 = C_e)(1.1 = C_t)(1.0 = I_s)p_g =$ (psf)
Swall Meadows	6,400	100 psf	77 psf
Sonora Junction	6,500	155 psf	119 psf
Rancheria Estates	6,600	105 psf	81 psf
Pickel Meadow	6,800	155 psf	119 psf
Lee Vining	6,800	120 psf	92 psf
Long Valley (west of US 395)	7,000	125 psf	96 psf
Lundy Lake (lower)	7,000	150 psf	116 psf
Crowley Lake	7,000	125 psf	96 psf

Bald Mountain/Arcularius	7,100	150 psf	116 psf
Twin Lakes	7,200	140 psf	109 psf
Devil's Gate	7,400	155 psf	119 psf
Crestview	7,500	150 psf	116 psf
Swauger Creek	7,500	150 psf	116 psf
Convict Lake	7,580	155 psf	119 psf
June Lake	7,600	155 psf	119 psf
Lundy Lake (upper)	8,000	285 psf	220 psf
Virginia Lakes	9,600	285 psf	220 psf

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01 , § 1(Att. A), 1-21-2020)

**15.04.150 Defensible space and fire hazards reduction.**

Prior to the issuance of a certificate of occupancy or final approval, the building official shall require that, where applicable, the defensible space requirements and other fire hazard reduction requirements have been met pursuant to Chapter 7A of the 2019 California Building Code and section R337 of the California Residential Code , and as that code may be amended from time to time. These requirements include, but are not limited to, the following:

Properties shall be maintained in accordance with the defensible space requirements contained in Government Code Section 51182 (unless exempted by Government Code Section 51183 or 51184) and Public Resources Code Section 4291, as applicable.

- A. The existence or maintenance of any of the following conditions is prohibited:
  1. Tree branches within ten feet of a chimney outlet or stovepipe outlet;
  2. Dead or dying tree branches adjacent to or overhanging a building;
  3. Leaves, needles, or other dead vegetative growth on the roof of any structure;
  4. Flammable vegetation or other combustible growth within thirty feet of an occupied dwelling or structure which prevents the creation of a firebreak;
  5. Brush, flammable vegetation, or combustible vegetation located between thirty and one hundred feet of an occupied dwelling or structure which prevents the creation of a reduced fuel zone; or
  6. Brush or other flammable material within ten feet of a propane tank.
- B. For the purposes of this section, the following definitions shall apply:
  1. "Firebreak" shall mean an area of land within thirty feet of an occupied dwelling or structure or to the property line, whichever is closer, in which all flammable vegetation or other combustible growth has been removed. The creation of a firebreak shall not require the removal of single specimens of trees or other vegetation that is well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to any dwelling or structure.
  2. "Reduced fuel zone" shall mean an area between thirty and one hundred feet of an occupied dwelling or occupied structure or to the property line, whichever is closer, in which all brush, flammable vegetation or combustible growth has been removed. The creation of a reduced fuel zone shall not require the removal of single specimens of trees or other vegetation that is well-

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pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to a dwelling or structure. Grass and other vegetation located more than thirty feet from the dwelling or structure and less than eighteen inches in height above the ground may be maintained where necessary to stabilize the soil and prevent erosion.

- C. No person shall be required to maintain any clearing on any land if that person does not have the legal right to maintain the clearing, nor is any person required to enter upon or damage property that is owned by another person without the consent of that person.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.160 Roof projections.**

All flues, fireplace chimneys, or other projections through the roof shall be protected from damage by sliding snow or ice. This shall be accomplished by using guys, formed metal guards, saddles, or other methods approved by the building official.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.170 Agricultural storage structures.**

Agricultural structures for the storage of field-grown products only, with at least three sides completely open, may utilize slope reduction factors in ASCE 7-16 for “Unobstructed Slippery Surfaces” per 7-2B, as determined by the building official.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.180 Manufactured truss submittal requirements.**

- A. All manufactured trusses shall be designed by a California licensed civil or structural engineer.
1. Truss design submittals and calculations may be “deferred submittals” and shall be submitted prior to or at the time of roof sheathing inspection.
  2. If the truss design submittals and calculations are not submitted at this time, no further inspections will be conducted until this information has been provided for review and approval.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

#### **15.04.190 Environmental air ducts and exhaust ventilation.**

Ducts used for domestic kitchen range shall terminate to the exterior and be of metal and have a smooth interior surface. All bathrooms, water closets compartments, laundry rooms, and similar rooms shall be equipped with a mechanical exhaust ventilation system connected directly to the outside capable of providing a minimum ventilation rate of fifty cubic feet per minute for intermittent ventilation or twenty five cubic feet per minute for continuous ventilation specific to seasons of extreme cold and snow where exterior natural ventilation is not practical.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

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### **15.04.200 High-rise structure requirements.**

Each building having floors used for human occupancy located more than fifty feet above the lowest level of fire department vehicle access shall comply with the standards set forth in Section 403 of Chapter 4 of the 2007 California Building Code and any similar requirements from time to time adopted by the California Building Standards Commission pertaining to high-rise buildings designed for human occupancy.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01 , § 1(Att. A), 1-21-2020)

### **15.04.210 Electric Vehicle Charging Station Permit Expediting Ordinance**

#### **A. Title and Authority.**

This Ordinance shall be known as the County of Mono Electric Vehicle Charging Station Permit Expediting Ordinance. The section is enacted pursuant to Government Code section 65850.7 as established by Assembly Bill 1236.

#### **B. Purpose and Intent.**

The intent of this section is to create an expedited, streamlined permit process that complies with AB 1236 and Government Code section 6550.7 to achieve timely and cost-effective installation of electric vehicle charging stations. This section encourages installation of electric vehicle charging stations by removing unreasonable obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. This section allows the County to achieve these goals while protecting public health and safety.

#### **C. Applicability.**

1. This section applies to the permitting of electric vehicle charging stations in the unincorporated County of Mono.
2. Routine operation and maintenance shall not require a permit.
3. Electric vehicle charging systems legally established or permitted prior to the Building Official's implementation of an expedited permitting process are not subject to the requirements of this section unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electric vehicle charging station in such a way as to require new permitting.

#### **D. Definitions.**

1. "Electronic submittal" means the utilization of one or more of the following:
  - (a) Email.
  - (b) The Internet.
  - (c) Facsimile.
2. "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical

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Code, as it reads on January 1, 2016, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

3. "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the county on another similarly situated application in a prior successful application for a permit.
4. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

E. Electric Vehicle Charging Stations Requirements

1. All electric vehicle charging stations shall meet applicable health and safety standards and requirements of local, state, and federal law.
2. Electric vehicle charging stations shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

F. Application Standards

1. The Building Division shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible.
2. All documents required for submission of an electric vehicle charging station application will be made available on Mono County Building Division's website.
3. The County will accept an electronic signature on all forms, applications and other documents in lieu of a wet signature by an applicant.
4. In developing the expedited permitting process and checklist, the Building Official may refer to the recommendations contained in the most recent version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero Emission Vehicles in California: Community Readiness Guidebook" published by the State of California's Office of Planning and Research. The Building Official may modify the checklists and standards found in the Guidebook due to unique climactic, geological, seismological, or topographical conditions.

G. Expedited Permitting Process and Permit Review

1. A permit application that satisfies the information requirements in the County's adopted checklist shall be deemed complete and be promptly processed, as set forth in Government Code Section 65850.71(b).

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2. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the County adopted checklist, and is consistent with all applicable laws, the Building Official shall, within times set forth in Government Code Section 65850.71(c) and consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or use the electric vehicle charging station until approval is granted by the County following a final inspection.
  3. If the Building Official determines that the permit application is incomplete, they shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
  4. The Building Official may require an applicant to apply for a conditional use permit if the official makes a written finding, based on substantial evidence, that the proposed electric vehicle charging station could have a specific, adverse impact upon the public health or safety and conditions are necessary. The decision of the Building Official may be appealed to the Mono County Planning Commission in accordance with Mono County Code.
  5. The County shall not deny an application for a use permit to install an electric vehicle charging station unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.
  6. Consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.
  7. Any conditions imposed on an application to install an electric vehicle charging station shall be designed to mitigate the specific adverse impact upon the public health or safety at the lowest cost possible.
  8. This expedited permitting process is intended to apply only to applications for permits for electric vehicle charging stations and will not expedite the review of any other permit applications.

#### **15.04.220 Small Residential Rooftop Solar Energy Permit Expediting Ordinance**

A. Title and Authority.

This Ordinance shall be known as the County of Mono Small Residential Rooftop Energy Permit Expediting Ordinance. The section is enacted pursuant to Government Code section 65850.5 as established by Assembly Bill 2188.

B. Purpose and Intent.



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The intent of this section is to create an expedited, streamlined permit process that complies with AB 2188 and Government Code section 65850.5 to achieve timely and cost-effective installation of small residential rooftop solar energy systems. This section encourages installation of small residential rooftop solar energy systems by removing unreasonable obstacles to permitting for solar energy systems so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. This section allows the County to achieve these goals while protecting public health and safety.

C. Applicability.

1. This section applies to the permitting of small residential rooftop solar energy systems in the unincorporated County of Mono.
2. Routine operation and maintenance shall not require a permit.
3. Small residential rooftop solar energy systems legally established or permitted prior to the Building Official's implementation of an expedited permitting process are not subject to the requirements of this section unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small residential rooftop solar energy system in such a way as to require new permitting.

D. Definitions.

1. "Electronic submittal" means the utilization of one or more of the following:
  - (a) Email.
  - (b) The Internet.
  - (c) Facsimile.
2. "Small residential rooftop solar energy system" means a system that meets all of the following criteria:
  - a. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
  - b. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the Town, and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
  - c. A solar energy system that is installed on a single or duplex family dwelling.
  - d. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

"Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

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3. "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the county on another similarly situated application in a prior successful application for a permit.
  4. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
- E. Small Residential Rooftop Solar Energy System Requirements
1. All small residential rooftop solar energy systems shall meet applicable health and safety standards and requirements of local, state, and federal law.
  2. Small residential rooftop solar energy systems shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.
- F. Application Standards
1. The Building Division shall adopt a checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible.
  2. All documents required for submission of a small residential rooftop solar energy system application will be made available on Mono County Building Division's website.
  3. The County will accept an electronic signature on all forms, applications and other documents in lieu of a wet signature by an applicant.
  4. In developing the expedited permitting process and checklist, the Building Official may refer to the recommendations contained in the most recent version of the "California Solar Permitting Guidebook" as adopted by the Governor's Office of Planning and Research. The Building Official may modify the checklists and standards found in the Guidebook due to unique climactic, geological, seismological, or topographical conditions.
- G. Expedited Permitting Process and Permit Review
1. A permit application that satisfies the information requirements in the County's adopted checklist shall be deemed complete and be promptly processed, as set forth in Government Code Section 65850.5(g)(1).
  2. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the County adopted checklist, and is consistent with all applicable laws, the Building Official shall, within times set forth in Government Code Section 65850.5(g)(1) and consistent with Government Code Section 65850.5, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or use the electric vehicle charging station until approval is granted by the County following a final inspection.

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3. If the Building Official determines that the permit application is incomplete, they shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
  4. The Building Official may require an applicant to apply for a conditional use permit if the official makes a written finding, based on substantial evidence, that the proposed electric vehicle charging station could have a specific, adverse impact upon the public health or safety and conditions are necessary. The decision of the Building Official may be appealed to the Mono County Planning Commission in accordance with Mono County Code.
  5. The County shall not deny an application for a use permit to install a small residential rooftop solar energy system unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.
  6. Consistent with Government Code Section 65850.5, the Building Official shall not condition the approval for any small residential rooftop solar energy system permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.
  7. Any conditions imposed on an application to install a small residential rooftop solar energy system shall be designed to mitigate the specific adverse impact upon the public health or safety at the lowest cost possible.
  8. This expedited permitting process is intended to apply only to applications for permits for small residential rooftop solar energy systems and will not expedite the review of any other permit applications.

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## **15.04.210300 Penalties for Chapter 15.04 violations.**

- A. Unlawful Acts. It shall be unlawful for any person, firm, vendors, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building, structure, or building service equipment or cause or permit the same to be done in violation of this code and the technical codes as amended and adopted by the county. The use or occupancy of any building in violation of any of the provisions of this code or the technical codes as adopted by the county is declared to be a public nuisance and may be abated in the manner provided by law and subject to enforcement pursuant to the provisions of Chapter 1.12 of the Mono County Code.
- B. Notice of Violation. The building official and his or her deputy inspectors shall be vested with the necessary powers and duties for the exclusive purpose of enforcing provisions of this code. The building official and his or her deputy inspectors may issue warnings or citations for violations, serve a notice of violation or order on the person responsible for the erection, construction, alteration, expansion, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.
- C. Prosecution of Violation. If a notice of violation is not complied with as directed, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Further, any such violation may be subject to enforcement pursuant to the provisions of Chapter 1.12 of the Mono County Code.
- D. Violation Penalties. Any person who violates any of the provisions of this chapter shall be subject to the penalties set forth in Section 1.04.060 and Chapter 1.12 of the Mono County Code.

(Ord. No. 17-01, § 2, 4-18-2017; Ord. No. 20-01, § 1(Att. A), 1-21-2020)

## **Chapter 15.06 CONSTRUCTION SITE REGULATIONS**

### **Sections:**

### **15.06.010 Scope.**

All construction or grading and any work related thereto in the unincorporated areas of Mono County shall comply with this code and the requirements of this chapter.

(Ord. 79-479 § 1 (part), 1979.)

### **15.06.020 Hours of working.**

If operations under a building permit are within five hundred feet of residential or commercial occupancies, this work shall be limited to the hours between seven a.m. and eight p.m. daily, with Sunday operations between nine a.m. and five p.m., except that the concrete pouring work is permitted during daylight hours of sunrise to sunset.

(Ord. 79-479 § 1 (part), 1979.)

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### **15.06.030 Sanitation facilities.**

Unless adequate water closets are otherwise provided, a water closet shall be provided when the number of workers on a job site is three or more, at all construction sites, and shall consist of a patented chemical-type privy approved by the local health department. All other requirements shall be according to Section 5416 of the Health and Safety Code.

(Ord. 79-479 § 1 (part), 1979.)

### **15.06.040 Encroachment.**

All materials encroaching on a county public right-of-way without an appropriate permit from the road department are prohibited.

(Ord. 79-479 § 1 (part), 1979.)

### **15.06.050 Construction site nuisance.**

Operations on construction sites shall maintain preventive controls of blowing dust from construction work, protection of drainage diversion from site development, and control of erosion from removal of natural vegetation.

(Ord. 79-479 § 1 (part), 1979.)

## **Chapter 15.08 CONSTRUCTION FEES**

### **Sections:**

#### **15.08.010 Definitions.**

As used in this chapter:

- A. "Dwelling unit" includes each single family dwelling and each habitation unit of an apartment duplex or multiple dwelling structure designated as a separate place for habitation of family, as that term is defined in Title 19 of this code. "Dwelling unit" also includes each guest room;
- B. "Guest room" means as the term is defined in Title 19 of this code, when such room is located in a structure other than single family dwelling and is designated for separate use by a family, and also means each bed in a dormitory as the latter is defined in Title 19;
- C. "Person" includes every person, firm or corporation engaging in construction activities itself or through the services of any employee, agent or independent contractor;
- D. "Trailer space" means each space, area or building in a trailer park or mobilehome park or other place, designed or intended as a place to accommodate any mobilehome, **manufactured home trailer, van, bus or other vehicle or mobile similar structure**, at a time when the same is being used as living or sleeping quarters **for human beings.**

(Ord. 72-422 § 3, 1972.)

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### **15.08.020 New construction fees.**

In addition to any other fees prescribed by the county, every person developing land as defined herein, within the county, shall pay to the county a sum appropriately computed as follows:

- A. For each unit in a single-family, condominium, duplex, apartment or multiple dwelling structure, or in a dormitory or hotel, twenty cents per square foot of gross building area under roof, or two hundred dollars per each dwelling unit, whichever is the greater total sum;
- B. For each mobilehome trailer space, two hundred dollars with no additional sum for any directly accessory structure;
- C. For any other construction not falling within the definition of "dwelling unit" or "mobilehome trailer space," or within subsections A or B of this section, twenty cents per square foot of gross building area under roof;
- D. For each required parking space in every commercial development in Mammoth Lakes and June Lake, fifty dollars.

(Ord. 83-515 § 1 (part), 1983; Ord. 83-122-B § 1, 1983; Ord. 82-506 § 2, 1982; Ord. 72-422 § 1, 1972.)

### **15.08.030 Time for payment.**

Such fees shall be due and payable upon issuance by the county of a building permit for the construction of any such dwelling unit or building or addition.

(Ord. 72-422 § 2, 1972.)

### **15.08.040 Specification of budget funding.**

All sums collected pursuant to this chapter shall be deposited to the general fund. The building and planning department shall, within the budget process, develop a program or programs to the following aims:

- A. Matching moneys for federal and state planning programs;
- B. Cost attributable to former and future legislative mandated elements in the general plan, precise plans, zoning, environmental studies and requirements;
- C. Cost attributable to joint planning agreements and functions with federal and state agencies;
- D. The acquisition and development of open space lands for recreation purposes. Only those lands identified on the Mono County Open/Space Acquisition Priority List shall be eligible for acquisition with funds collected pursuant to this chapter. The development of open space may include the construction of necessary recreation facilities, trails, parks and appurtenant facilities.

(Ord. 75-422-A § 1, 1975; Ord. 72-422 § 4, 1972.)

## **Chapter 15.09 CONSTRUCTION IN IMPACTED SCHOOL DISTRICTS**

**Sections:**

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### **15.09.010 Findings.**

The board of supervisors of Mono County concurs that conditions of overcrowding may exist in certain schools in Mono County and may make applicable the provisions of Chapter 4.7 (commencing with Section 65970) of Division 1 of Title 7 of the Government Code and thereby necessitate the provision of means of temporarily providing relief from such overcrowding pursuant to such provisions of the Government Code.

(Ord. 79-473 § 1 (part), 1979.)

### **15.09.020 Applicability.**

This chapter shall apply to any ordinance rezoning property to a residential use, the grant of any discretionary permit for a residential use, the approval of any tentative subdivision map for residential purposes and the issuance of any building permit for a dwelling unit, except a permit to replace, repair or alter a previously existing dwelling unit, other than alterations which add a bedroom, or bedrooms, to such dwelling unit.

(Ord. 79-473 § 1 (part), 1979.)

### **15.09.030 Definitions.**

For purposes of this chapter, the following terms shall have the following meanings:

- A. "Affected school district" means an impacted school district or a school district in which is located an impacted school.
- B. "Agreement for dedication of land" and "mutual agreement in lieu of dedication of land or payment of fees for interim facilities" means the following:
  - 1. "Agreement for dedication of land" means mutual agreement between a school district and a developer of a subdivision of over fifty parcels or a multiple dwelling development involving over fifty dwelling units, executed and binding prior to the adoption of any action rezoning property to a residential use, the grant of any discretionary permit for residential use or the approval of any tentative subdivision map for residential purposes, where the total cost of the land to be dedicated is equivalent to the cost of providing temporary building space sufficient in area to accommodate that portion of the estimated enrollment from the proposed development that the parties agree will cause impaction to the district or school as computed and determined when building permits are applied for, calculated on the number applied for.
  - 2. "Mutual agreement in lieu of dedication of land or payment of fees for interim facilities" means a mutual agreement between a developer and a school district, filed with the Mono County building department by which the developer agrees to contribute land or fees or other assistance, as specified in the agreement, to the school district of a value at least equivalent to the fees otherwise payable under this chapter, for such use as the school district governing board determines to be appropriate, and in consideration of which the school district waives any other right to demand or receive fees or dedication of land under this chapter with respect to the dwelling units which are the subject of the alternative agreement.
- C. "Building permit" means any permit issued by the Mono County building official for construction of a residential unit, including a permit to construct and install electrical or plumbing equipment to service a mobilehome lot or space, excepting a permit to replace, repair or alter a previously existing dwelling unit.

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- D. "Classroom and related facilities" means relocatable school buildings, including necessary appurtenances, and furniture, equipment or necessary apparatus to be used in connection with such buildings.
  - E. "Developer" means any person, firm or corporation seeking to construct a dwelling unit, or units, or to develop land for residential purposes.
  - F. "Dwelling unit" means a building or portion, planned or designed for use as a residence for one family of persons, and having its own bathroom and housekeeping facilities included in said unit. (e.g., a one-family dwelling, each dwelling unit in a two-family dwelling, and each dwelling unit in a multiple dwelling), and includes a mobilehome.
  - G. "Impacted school" means a school, whether or not situated in an impacted school district, the attendance area of which is determined to be overcrowded pursuant to Section 15.09.050.
  - H. "Impacted school district" means a school district which is determined to be overcrowded pursuant to Section 15.09.050.

(Ord. 80-473-C § 1, 1980; Ord. 79-473-B § 1 (part), 1979; Ord. 79-473 § 1 (part), 1979.)

### **15.09.040 Issuance of building permits.**

Notwithstanding any provisions of any Mono County ordinance to the contrary, no building permit, except to replace, repair, or alter a previously existing dwelling unit, shall be issued for any dwelling unit within an impacted school district unless the fees prescribed by this chapter have been paid, the land required by agreement to be dedicated has been so dedicated, or there has been filed with the building official by the governing body of an impacted school district, written notice, on a form provided therefor by the county, that such governing body and the developer have entered into a binding agreement providing for a satisfactory alternative to payment of fees or dedication of land under this chapter, or that the board of supervisors has approved of a residential development as authorized in subsection 2 of Section 65972 of the Government Code.

(Ord. 83-515 § 1 (part), 1983; Ord. 80-473-C § 2, 1980; Ord. 79-473-B § 1 (part), 1979; Ord. 79-473-A § 1 (part), 1979; Ord. 79-473 § 1 (part), 1979.)

### **15.09.050 Procedure.**

A school district shall become eligible to collect the fees received by the county, or accept dedication of land under this chapter when all of the following have occurred:

- A. The school district has submitted to the board of supervisors a resolution making the findings prescribed by Section 65971 of the Government Code that a school attendance area or a school district is overcrowded and that all reasonable methods of mitigating the conditions of overcrowding have been evaluated and no feasible method for reducing such conditions exist and has submitted to the board of supervisors clear and convincing evidence in support of such findings.
- B. The board of supervisors, after hearing at a regular scheduled meeting, has concurred in such findings and has made the following additional findings:
  - 1. That the general plan provides for the location of public schools;
  - 2. That this chapter has been in effect thirty days prior to the implementation of the fee for dedication requirement;
  - 3. That the facilities to be constructed from the fees prescribed by this chapter or any land to be dedicated, or both, is consistent with the general plan;



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4. The location and amount of land to be dedicated, or fees to be paid, or both, bear a reasonable relationship, and will be limited to the needs of the community, for elementary or high school facilities, which shall be limited to interim facilities unless otherwise mutually agreed by the developer and the school district and is reasonably related and limited to the needs for schools caused by the development;
  5. The land or fees, or both, transferred to the school district shall, unless otherwise mutually agreed by the developer and the school district, be used only for the purpose of providing interim elementary or high school classrooms and related facilities.

(Ord. 80-473-C § 3, 1980: Ord. 79-473-A § 1 (part), 1979: Ord. 79-473 § 1 (part), 1979.)

#### **15.09.060 Fees.**

Before any permit is issued to construct a dwelling unit or dwelling units in an impacted school district, applicant shall pay the fees, dedicate the land, or both, as required by the board of supervisors by resolution after proper justification by an impacted school district or shall enter into an agreement providing for payment of fees, dedication of land or other assistance accepted by the school district in lieu of the fees otherwise payable under this agreement. Evidence of such agreement shall be provided the building official prior to issuance of a building permit in an impacted school district.

(Ord. 83-515 § 1 (part), 1983: Ord. 80-473-C § 4, 1980: Ord. 79-473-A § 1 (part), 1979: Ord. 79-473 § 1 (part), 1979.)

#### **15.09.070 Use of fees and accounting.**

- A. Any fees provided an impacted school district pursuant to this chapter shall, unless otherwise agreed by the developer and school district, be used only for the purpose of providing interim elementary or high school classrooms and related facilities. Any school district receiving funds pursuant to this chapter in the absence of an agreement with the developer shall maintain a separate account for any fees paid to the district and shall file a report with the board of supervisors of the balance in the account as of the end of each fiscal year. Such report shall specify which attendance areas will continue, in the opinion of the school district governing board, to be overcrowded when the fall term begins and when conditions of overcrowding will no longer exist.
- B. Such report shall be filed not later than August 1st of each year.
- C. This chapter shall become inoperative in any affected school district as of August 1st of any year in which such report indicates conditions of overcrowding will no longer exist in the ensuing fall term in such district.

(Ord. 80-473-C § 5, 1980: Ord. 79-473 § 1 (part), 1979.)

#### **15.09.080 Enactment.**

- A. The ordinance codified in this chapter shall become operative thirty days after it becomes effective.
- B. The ordinance codified in this chapter is an urgency ordinance for the immediate preservation of the public peace, health and safety and shall take effect immediately. The facts constituting the urgency are as follows: For these school districts that are found to be overcrowded the need for temporary facilities to prevent further overcrowding due to new residential construction is immediate. In order to avoid such further overcrowding there is a need to impose the fees that will be provided under this chapter at the earliest possible date prior to the normal building season.

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(Ord. 79-473 § 1 (part), 1979.)

## **Chapter 15.12 PUBLIC BUILDING CONSTRUCTION**

### **Sections:**

#### **15.12.010 Definitions.**

As used in this chapter:

- A. "Preliminary plans" means any documents, expressions of ideas, concepts, location of improvements, type, style, size, nature of improvement which will indicate nature and extent and location of any proposed improvement;
- B. "Public buildings" means any and all improvements of whatever class or nature proposed to be constructed by a public entity, corporation or body politic;
- C. "Submission" (regulation) means delivery by regular mail, properly addressed and return addressed, postage paid, return receipt, or in person by duly authorized representative.

(Ord. 83-515 § 1 (part), 1983; Ord. 349 §§ 1—3, 1964.)

#### **15.12.020 Preliminary plan submittal—Permit required.**

All preliminary plans by any public entity, corporation or body politic of any public buildings shall be submitted to the department of public works or its designee, and permit or other authorization to proceed shall be issued prior to publication of any notice to bidders for the construction of such public buildings.

(Ord. 349 § 4, 1964.)

#### **15.12.030 Work without permit—Action.**

Should any public building be so constructed without first having obtained a permit or other authorization to proceed as required in this chapter, the county, by and through its duly authorized agent, representative or assign, shall bring appropriate legal remedy for the stoppage of the construction of the improvement to and including, but not limited to, injunction.

(Ord. 349 § 5, 1964.)

## **Chapter 15.16 BUILDING MOVING AND DEMOLITION**

### **Sections:**

#### **15.16.010 Permits required—Limitations.**

- A. No person shall move any building or structure within or into the unincorporated area of the county, without first obtaining from the building department a relocation permit and a building permit. No person shall effect any demolition of any building or structure, or any part thereof, without first obtaining from the building department a demolition permit.

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- B. Except as otherwise provided in this section, there shall not be issued a relocation permit for any building or structure which is included within any one or more of the following categories:
1. So constructed or in such condition as to constitute a danger of injury or death through collapse of the building, fire, defects in electrical wiring or any other substantial hazard, to the persons who will occupy or enter said building after relocation;
  2. Infested with rats or other vermin or the wood members of the building are infested with rot, decay or termites;
  3. So unsanitary or filthy that it would constitute a hazard to the health of the persons who will occupy said building after relocation or, if not intended for occupancy by human beings, would make it unsuitable for its intended use;
  4. In such condition or of a type, character, size or value and is so inharmonious with other buildings in the neighborhood of the relocation site, that placing the building at the proposed relocation site would substantially diminish the value of other property or improvements in the district into which the building is to be relocated;
  5. The proposed use of the building is prohibited at the proposed relocation site under any zoning ordinance or other land use ordinance of the county.
  6. The building, structure, or relocation site does not conform to all applicable provisions of law.

(Ord. 83-515 § 1 (part), 1983; Ord. 75-460 § 2 (part), 1975.)

#### **15.16.020 Application for relocation permit.**

Every application for a relocation permit shall be in writing upon a form furnished by the building department and shall set forth such information as may reasonably be required in order to carry out the purposes of this chapter. Such information may include:

- A. Photographs of the building or structure to be moved and photographs of the buildings on the properties contiguous with the premises onto which the building or structure is to be moved;
- B. A report from a licensed structural pest control contractor stating the condition of the building or structure as to decay and pest infestation;
- C. A report from a registered engineer or architect stating the structural condition of the building, and clearly indicating steps to be taken to preserve/enhance said condition.

(Ord. 83-515 § 1 (part), 1983; Ord. 75-460 § 2 (part), 1975.)

#### **15.16.030 Correction of defects before issuance—Hearing.**

- A. If the building or structure to be moved fails to meet any of the standards set forth in Section 15.16.010, but it appears to the building official that the deficiencies can be corrected, the permits shall be issued only on condition that all deficiencies be corrected.
- B. In order to determine any matter regarding relocation of a building or structure, the building official may cause any investigation to be made which he believes necessary.

(Ord. 83-515 § 1 (part), 1983; Ord. 75-460 § 2 (part), 1975.)

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#### **15.16.040 Terms and conditions of issuance.**

In granting a relocation permit, there may be imposed such terms and conditions as are reasonable, including, but not limited to changes, alterations, additions or repairs to the building or structure so that its relocation will not be materially detrimental or injurious to the public safety or welfare or to the property or improvements in the district to which it is to be moved. The terms and conditions upon which each permit is granted shall be in writing upon application and permit or appended thereto.

(Ord. 75-460 § 2 (part), 1975.)

#### **15.16.050 Application fee.**

The fee for relocation investigation service shall be twenty-five dollars. In addition, there shall be a travel fee of fifty dollars when a building or structure is located outside this county at a point within twenty miles of the boundaries of this county, plus one dollar for each mile or fraction thereof in excess of twenty miles. In the event a building permit is issued, the fees for building, plumbing, electrical and mechanical permits shall be based upon the total value of the improved building or structure at its relocation site as estimated by the building official.

(Ord. 83-515 § 1 (part), 1983; Ord. 75-460 § 2 (part), 1975.)

#### **15.16.060 Debris and excavations.**

It shall be the duty of any person to whom any permit is issued for the demolition or for the removal of any building, or any section or portion of any building pursuant to the provisions of this chapter, and of any person leasing, owning, or occupying or controlling any lot or parcel of ground from which a building is removed or demolished, to remove all weeds, concrete or stone foundations, flat concrete, concrete patios, masonry walls, garage floors, driveways, and similar structures and all loose, miscellaneous, and useless material from such lot or parcel of ground, and to properly cap the sanitary sewer house connection, and to properly fill or otherwise protect all basements, cellars, septic tanks, wells, and other excavations.

(Ord. 75-460 § 2 (part), 1975.)

#### **15.16.070 Denial of permit.**

If the unlawful, dangerous or defective condition of the building or structure proposed to be relocated is such that remedy or correction cannot practicably and effectively be made, the relocation permit shall be denied.

(Ord. 75-460 § 2 (part), 1975.)

#### **15.16.080 Expiration.**

A relocation permit shall expire and become null and void if the moving of the building or structure is not completed within sixty days from the date of the permit.

(Ord. 75-460 § 2 (part), 1975.)

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### **15.16.090 Relocation bond—Required.**

No relocation permit required by this chapter shall be issued by the building department unless the applicant therefor first posts a bond executed by the owner of the premises where the building or structure is to be located, as principal, and a surety company authorized to do business in the state, as surety. The bond shall be in form joint and several, shall name the county as obligee and shall be in an amount equal to the cost plus ten percent of the work required to be done in order to comply with all of the conditions of such relocation permit as such cost is estimated by the building official. In lieu of a surety bond the applicant may post a bond executed by the owner, as principal, and which is secured by a deposit in cash in the amount named above and conditioned as required in the case of a surety bond; such a bond as so secured is hereafter called a "cash bond" for the purposes of this section.

(Ord. 83-515 § 1 (part), 1983; Ord. 75-460 § 2 (part), 1975.)

### **15.16.100 Relocation bond—Conditions.**

Every bond posted pursuant to this section shall be conditioned as follows:

- A. That each and all of the terms and conditions of the relocation permit shall be complied with to the satisfaction of the building official;
- B. That all of the work required to be done pursuant to the conditions of the relocation permit shall be fully performed and completed within the time limit specified in the relocation permit; or, if no time limit is specified, within ninety days after the date said building is moved to its new location. The time limit herein specified, or the time limit specified in any permit, may be extended for good and sufficient cause by the building official. No such extension of time shall be valid unless written and no such extension shall release any surety upon any bond.

(Ord. 83-515 § 1 (part), 1983; Ord. 75-460 § 2 (part), 1975.)

### **15.16.110 Relocation bond—Default in performance of conditions.**

- A. Whenever the building official finds that a default has occurred in the performance of any term or condition of any permit required by this section, written notice thereof shall be given to the principal and to the surety of the bond. Such notice shall state the work to be done, the estimated cost thereof and the period of time deemed by the building official to be reasonably necessary for the completion of such work. After receipt of such notice, the surety must, within the time therein specified, either cause the required work to be performed or, failing therein, must pay over to the director of building the estimated cost of doing the work as set forth in the notice, plus an additional sum equal to ten percent of the estimated cost. Upon receipt of such moneys, the building official shall proceed by such mode as he deems convenient to cause the required work to be performed and completed, but no liability shall be incurred therein other than for the expenditure of the sum in hand therefor. The balance, if any, of such moneys shall, upon completion of the work, be returned to the depositor, or to his successors or assigns, after deducting the cost incurred in obtaining the completion of the work.
- B. If a cash bond has been posted, notice of default as provided above shall be given to the principal and if compliance is not had within the time specified, the building official shall proceed without delay and without further notice or proceedings whatever to use the cash deposited, or any portion of such deposit, to cause the required work to be done by contract or otherwise in the discretion of the building official.
- C. When any default has occurred on the part of the principal under the preceding provisions, the surety shall have the option, in lieu of completing the work required, to demolish the building or structure and to clear, clean and restore the site. If the surety defaults, the building official shall have the same option.

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- D. In the event of any default in the performance of any term or condition of the relocation permit, the surety, or any person employed or engaged on its behalf, or the building official, or any person employed or engaged on his behalf, shall have the right to go upon the premises to complete the required work or to remove or to demolish the building or structure.
  - E. No person shall interfere with or obstruct the ingress or egress to or from any such premises by any authorized representative or agent of any surety or of the county engaged in the work of completing, demolishing or removing a building or structure for which a relocation permit has been issued after a default has occurred in the performance of the terms or conditions thereof.

(Ord. 83-515 § 1 (part), 1983; Ord. 75-460 § 2 (part), 1975.)

### **15.16.120 Relocation bond—Termination—Refund of surplus.**

The term of each bond posted pursuant to this section shall begin upon the date of the posting thereof and shall end upon completion to the satisfaction of the director of building of the performance of all the terms and conditions of the relocation permit required by this section. Such completion shall be evidenced by a statement thereof signed by the director of building, a copy of which will be sent to any surety or principal upon request. When a cash bond has been posted, the cash shall be returned to the depositor or to his successors or assigns upon the termination of the bond, except any portion thereof that may have been used or deducted as elsewhere in this chapter provided.

(Ord. 75-460 § 2 (part), 1975.)

## **Chapter 15.20 HOUSE AND PROPERTY NUMBERING<sup>2</sup>**

### **15.20.010 Purpose.**

The purpose of this chapter is to establish a county-wide house and property numbering system that is consistent with Mono County General Plan Chapter 22 (Fire Safe Regulations) and the county 911 emergency response system. The specific objectives of this chapter are as follows:

- A. To provide property owners and the county with a convenient, accurate and systematic means of identifying property.
- B. To name new streets, and rename old streets with conflicting or duplicate names, in order to provide for the efficient provision of emergency services.
- C. To provide a means for expedient emergency response by all necessary emergency services.
- D. To establish a property location that will serve as an emergency 911 address.
- E. To assist in the proper delivery of utility and other services.
- F. To support the county's move to enhanced 911.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

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<sup>2</sup>Editor's note(s)—Ord. No. 15-03, § 1(Att. A), adopted May 5, 2015, amended Chapter 15.20 in its entirety to read as herein set out. Former Chapter 15.20, §§ 15.20.010—15.20.060, pertained to similar material, and derived from Ord. No. 73-437 and Ord. No. 93-08, 1993.

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### **15.20.020 Area affected.**

This chapter shall apply to and govern each and every lot, parcel, or tract of land and improvement thereof, within the unincorporated areas of the county, in accordance with the implementation schedule set forth in Section 15.20.130. The structure numbers on all residential, multi-family and commercial buildings existing at the time this chapter is adopted will be checked to ensure conformance with the standards set forth in this chapter. If the existing structure number is found to be non-compliant, the director may assign a new number as set forth herein. All new and future structures will be assigned a primary structure number in compliance with this chapter.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

### **15.20.030 Administration.**

The assignment of numbers and the maintenance of the records pertaining thereto are the responsibility of the information technology department. The director of information technology ("director") shall be responsible for the administration of these standards and the maintenance of all maps and data relating to street names and addresses and will also determine if the assignment of names and numbers conforms to the standards set forth in this chapter. The director shall notify property owners of the assignment of property numbers and the effective date of display of the numbers. It shall be the responsibility of the property owner to erect or install occupancy or structure numbers compliant with Section 15.20.090 of this chapter and street naming signage compliant with Section 15.20.110 of this chapter. The director shall further assign numbers to all parcels created by any division of land. The director may assign such additional numbers as are necessary to identify separate occupancies or structures and may consult with the appropriate fire protection district and the Mono County Sheriff's Department to help resolve addressing issues.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

### **15.20.040 Definitions.**

As used in this chapter:

- A. "Address" means a combination of a number, a street name and, when necessary, a unit number that is assigned to a parcel, structure, or unit within a structure, and is unique to it, to indicate its location.
- B. "Adjoining" means having a common boundary for at least twenty-five feet.
- C. "Building" means any structure used or intended for sheltering or supporting any use or occupancy.
- D. "Principal building" means a building that is large enough or used in such a way that, in the director's judgment, it requires a separate address. Mobile homes are principal buildings.
- E. "Contrast" with regard to colors used for the numbers, means two dissimilar colors that, when viewed alongside each other, distinctly oppose each other, allowing them to be visible to the naked eye and that stand out against the prevailing background.
- F. "Driveway" means a vehicle way that provides access, primarily for the occupants, from a street into a lot or complex and that:
  - 1. Has a ramp for its entrance from the street; and
  - 2. Provides access to no more than two separate dwellings or addressed structures or to any number of dwellings or addressed structures within a single complex or development.
- G. "High rise" means a multi-level building greater than three stories.

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- H. "Internal street" means a street within a multi-family development or complex or other development or complex that provides access to the development or complex from a driveway.
  - I. "Lot" means a parcel of real property.
  - J. "Property owner" means the person, firm, corporation or partnership that the latest county tax assessment rolls shows as the owner or long-term lessee.
  - K. "Primary driveway" means the primary point of access to a lot identified by property owner.
  - L. "Street" means a right-of-way or street easement, whether public or private, that provides vehicular access to abutting property.
  - M. "Structure" means a building, modular or the like, which is assembled or constructed on the ground, or attached to anything with a foundation on the ground. This includes mobile homes and manufactured housing regardless of their method of attachment.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

### **15.20.050 Street naming standards.**

This section pertains to the standards which apply when naming streets. Regulations pertaining to the process and procedure for the adoption of street names are set forth in Chapter 13.35 or Subdivision Map Act and Section 17.16.250 of this code.

All Streets that serve three or more properties under different ownership will be named regardless of whether the ownership is public or private.

- A. Driveways shall not be named.
- B. A street name assigned by the county shall not constitute or imply acceptance of the street into the county's road system.
- C. There shall be no duplication of names by sound or spelling (e.g. Pine Road and Pine Lane, or Beach Street and Beech Street).
- D. When a proposed street is in general alignment with an existing street, and the proposed street is to be a continuation of the existing street, the existing name and designation should be maintained.
- E. Each street will have the same name throughout its entire length.
- F. No street name shall be over sixteen characters in length. In counting characters, spaces between words shall be included, but street name suffixes (e.g. road, drive, lane, circle) shall not be included.
- G. Address plans shall be submitted with the tentative map and before submittal of a final map; the subdivider shall submit a street naming and addressing plan to the information technology department. In addition, if any property owner proposes to locate or construct a new road (private or public), the property owner shall submit a street naming and numbering plan to the information technology department. Address plans must be approved prior to map recordation.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

### **15.20.060 Addressing standards for lots with one principal building.**

The following standards shall apply when assigning numbers to buildings, dwellings, or other structures when only one principal building is on the property:



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- A. Official property numbers shall proceed from a logical point of origin. Each street will have a point of origin as a zero starting point for address numbers.
  - B. All dead end streets and culs-de-sac shall begin with ascending numbers at the open end that connects to another street.
  - C. Allowances shall be made for vacant lots in order that numbers may be properly assigned for future development.
  - D. Numbers will be assigned along both sides of a street. Odd-numbered addresses will be assigned on the north side of east-west streets and on the west side of north-south streets. Even-numbered addresses will be assigned on the south side and east side, respectively.
  - E. Numbers shall be established based on the front entrance from the street as designated by the county.
  - F. The number shall be displayed upon the front of the building and/or on the side facing the street throughout the year in summer and winter. The number shall be plainly visible from the street. Houses that are set back out of view from the street shall place a sign at the driveway entrance upon which shall be affixed the specified numbers.
  - G. For lots that are accessed by multiple driveways, a primary driveway shall be identified, which will be used for address assignment. Such access points are subject to review and approval of the director to ensure they are accessible to emergency service providers.
  - H. The assignment of a building number/address is required prior to the issuance of a building permit.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

### **15.20.070 Addressing standards for complexes and developments without internal street networks.**

The following standards apply to multi-family residential complexes or developments or any other complex or development that is serviced by a common driveway or driveways and parking area(s), without internal streets (for purposes of this section "complex"):

- A. Each complex must have a county approved name designating it, which shall be made known at the time of permit application. This name shall be preserved, utilized, and prominently displayed at the complex. The address for the complex shall be prominently displayed as well.
- B. For complexes that are accessed by multiple driveways, the county shall designate a primary access point associated with the driveway that most directly accesses the manager's unit or main office; this building will be used for address assignments and shall be known as the "primary driveway." Such access points are subject to review and approval of the county.
- C. A multi-family dwelling structure such as an apartment building will be assigned one street address, and individual numbers for each unit, by the County.
- D. If more than one Building is present in a complex, each building must be assigned a building letter or number per the standards set forth in Section 15.20.050(G).
- E. Each entrance serving a separate occupant, shall be assigned a unique unit number, however, it will maintain the address of the property upon which it is built and the letter of the building it is in. (Example: 24 Public Road, Building A, Unit 103).
- F. Unit designators shall be as follows: Ground level floor numbers #101, #102, #103, second floor numbers #201, #202, #203. Additionally, all floor levels are to follow this scheme. Underground floor

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designator shall follow the same scheme with the exception of having "U" for a prefix, for example #U101, #U102, etc.

- G. Unit numbers shall be at least four inches in height, made of a contrasting color to the background, and placed next to the door.
- H. Mobile home parks shall be assigned one address based on the location of the primary driveway. Individual numbering of each mobile home space must be determined and provided to the county before an address will be issued to the park. (Example: 24 Public Road, Lot 1).
- I. In the case of mall or a shopping center, the owner of any business that is located within such mall or shopping center shall display the legally assigned space or unit number at the main entrance to the business. Additionally, the owner of each business shall display the legally assigned number on the rear door to the building in numbers that are not less than four inches in height.
- J. The assignment of an address is required prior to the issuance of a building permit. The director will approve each address, including building letters and unit numbers.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

#### **15.20.080 Addressing standards for complexes and developments with internal street networks.**

The following standards apply to multi-family residential complexes or developments or any other complex or development that is serviced by a common driveway or driveways and parking area(s) but which has internal streets (for purposes of this section "complex").

The complex shall use the address assigned to the property during the construction phase of the project only. After the project has been built, the 'parent' address is retired and superseded by the individual unit address. All structures, dwellings, common-area facilities, alarms, and other infrastructure must comply with the following:

- A. Whenever a network of named streets exists within a complex, the street names shall be utilized in the addressing of the structures they service. All street names must comply with Section 15.20.060.
- B. The address shall be displayed upon the front of the building and/or on the side facing the street. The number shall be plainly visible from the street. All numbers shall meet the standards discussed in this chapter.
- C. Each entrance serving a separate occupant within each building shall be assigned a unique address based on the location of the driveway or garage that services said unit. Numbers shall be displayed according to the standards set forth in Section 15.20.090.
- D. The assignment of building numbers and addresses is required prior to the issuance of a building permit.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

#### **15.20.090 Specifications for address numbers.**

Address numbers shall comply with the following specifications:

- A. Address numbers shall be made of durable material.
- B. Address numbers shall be depicted in Arabic numerals or shall be the English words for such numbers.

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- C. Address numbers shall be clearly visible from the street during both summer and winter months but no digit or letter shall be smaller than four inches in height.
  - D. Structures located more than fifty feet from the street and/or not clearly visible from the street shall comply with the above standard by maintaining a post at the intersection of the driveway and street. Said post shall be at least three feet in height of durable material with address numbers posted on it. Said numbers shall be at least four inches in height. In all cases, a larger number than the minimum size may be required where the minimum size does not provide adequate identification.
  - E. The color of the address numbers shall contrast with the immediate background so as to be easily readable.
  - F. It shall be unlawful to cover or conceal, or to permit the obstruction of the address numbers. All numerical identifications must be easily identifiable without obstruction of view.
  - G. It shall be unlawful to post numbers other than the primary address.
  - H. All old numbers shall be removed when a new address number has been assigned in accordance with this chapter.
  - I. The property owner shall maintain numbers in such a manner that they continue to comply with the foregoing specifications.
  - J. Structure numbers and unit designators, as viewed from the street, shall not be obstructed from view.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

#### **15.20.100 Specifications for building letters.**

- A. Each building in a multi-building development or complex shall receive a unique letter, beginning with A. Alternatively, buildings may be given names, but the first letter of the name shall not be used in the name of any other building in that complex or development. (Ex. A, B, C, or Aspen, Birch, Cherry.)
- B. Buildings shall be lettered in alphabetical order as you drive through the complex.
- C. Building letters are to be at least one foot in height, made of contrasting color, and shall be conspicuously located and placed on the side of the building facing the driveway or street at least ten feet off the ground so as to clearly identify the building they relate to year-round.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

#### **15.20.110 Street signage standards, procedure, and specifications.**

Installation and maintenance of street name signs will be done as follows:

- A. In subdivisions, the property owners' association (or other similar entity) which represents the property owners in the subdivision, or the property owners in said subdivision (if there is no property owners' association or similar entity) shall be responsible for installing and maintaining street name signs with the approved name of the street and the intersecting street in accordance with the specifications in this chapter. The foregoing shall not apply where a street is county-maintained, or intersects with a county-maintained street at the intersection.
- B. In all other cases, the property owners adjoining the street shall be responsible for installing signs with the approved name of the street and the intersecting street in accordance with the specifications set forth in this chapter. The county will only be responsible for installing street name signs for county-maintained streets.

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- C. No occupancy permits for any building or buildings to be erected shall be issued until such time as the street name signs are installed.
  - D. Street signs shall meet all state and county standards.
  - E. Signage must conform to all applicable state and county standards, including standards set forth in the Manual Uniform Traffic Control Devices:
    - 1. Posts and mountings shall be permanent and durable. Post materials shall consist of a standard four-by-four wood post or alternate materials or construction that meet nationally accepted breakaway standards.
    - 2. Mounting Height:
      - a. Rural Areas: A minimum of five feet, measured vertically from the bottom of the sign to the elevation of the near edge of the pavement.
      - b. Business, commercial or residential areas where parking or pedestrian movements are likely to occur: Seven feet, measured vertically from the bottom of the sign to the elevation of the near edge of the traveled way.
    - 3. Orientation:
      - a. Business or Commercial Areas: Street name signs shall be placed on diagonally opposite corners.
      - b. Residential Areas: At least one street name sign shall be mounted at each intersection. They shall be mounted with their faces parallel to the streets they name.
      - c. At intersection crossroads where the same road has two different street names for each direction of travel: both street names may be displayed on the same sign along with directional arrows.
    - 4. Sign Lettering: Lettering on post-mounted street name signs shall be composed of initial upper-case letters at least six inches in height and lower-case letters at least four and one-half inches in height. On multi-lane streets with speed limits greater than forty mph, the lettering on post-mounted street name signs shall be composed of initial upper-case letters at least eight inches in height and lower-case letters at least six inches in height.

Option: For local roads with speed limits of twenty-five mph or less, the lettering on post-mounted street name signs may be composed of letters at least four inches in height.
    - 5. Retroreflectivity and Illumination: Street name signs and object markers shall be retroreflective or illuminated to show the same shape and similar color by both day and night.
    - 6. Lateral Offset: Street name signs shall be installed in urban areas at all street intersections regardless of other route signs that might be present and should be installed in rural areas to identify important roads that are not otherwise signed. All supports should be located as far as practical from the edge of the shoulder.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

### **15.20.120 How and when to affix numbers.**

Numbers shall be affixed within sixty days after assignment and in accordance with this chapter, or as otherwise authorized by the director.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

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### **15.20.130 Implementation.**

- A. New Streets and Addresses. All streets or lots created following adoption of this chapter shall comply with the standards set forth herein. In situations where such assignment would result in incongruity amongst the existing numbering system, a temporary address may be assigned and later replaced with a permanent, compliant address.
- B. Existing Streets and Addresses. Unless otherwise authorized by the director, streets and structures that are not in compliance with the standards set forth in this chapter will be changed per resolution, adopted with or pursuant to this chapter.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

### **15.20.140 Enforcement and penalties.**

In the event that any number assigned to any structure under this chapter or under a resolution adopted pursuant to this chapter, is not affixed thereto in accordance with the requirements of this chapter, the property owner may be subject to administrative citation in accordance with Chapter 1.12.

(Ord. No. 15-03, § 1(Att. A), 5-15-2015)

## **Chapter 15.24 CONSTRUCTION OF BRIDGES AND MAJOR THOROUGHFARES**

### **Sections:**

### **15.24.010 Fees or consideration in lieu of fees—May be required as condition of building permit issuance.**

The Mono County building department may, as a condition of issuing a building permit, require from the permittee the payment of a fee, or consideration in lieu of fees, for the purposes of defraying the actual or estimated cost of constructing bridges over waterways, railways, freeways and canyons, or constructing major thoroughfares.

(Ord. 79-475 § 1 (part), 1979.)

### **15.24.020 Fees or consideration in lieu of fees—Required when.**

The Mono County building department, as a condition of issuing a building permit, may require the payment of fees, or consideration in lieu of fees, only in the event of compliance with provisions of the following subsections:

- A. In a case on the proposed construction of a bridge, the project for which the fee, or consideration in lieu of fees, is required within the ambit of, and is consistent with, the circulation element of the Mono County General Plan or such other general plan as may be adopted subsequent to the effective date of the ordinance codified in this chapter, and only in the event that the proposed bridge is within the ambit of the transportation or flood control provisions of such general plan which identify railways, freeways, streams or canyons for which bridge crossings are required and only in the event that such proposed bridge construction is consistent with the transportation and flood control provisions of said general plan.

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- B. In the event that the proposed construction project is of a major thoroughfare, the payment of fees, or consideration in lieu of fees, should be required only in the event the proposed major thoroughfare construction project is within the ambit of, and consistent with, the circulation element of the Mono County General Plan or such other general plan as may be adopted within the county subsequent to the effective date of the ordinance codified in this chapter, and that the proposed major thoroughfare construction project is within the ambit of, and consistent with, the provisions of the circulation element of such general plans which identify those major thoroughfares whose primary purpose is to carry through traffic and provide a network connecting to the state highway system located within the areas governed by the general plan referenced above.
  - C. In no event shall the payment of fees, or consideration in lieu of fees, be required unless the circulation element of the general plan for the area within which the bridge or major thoroughfare is to be built has been adopted by the local agency at least thirty days prior to the filing of the application for building permit.
  - D. Prior to the payment of any fees, or consideration in lieu of fee, the local legislative body for the area within which the proposed construction project is to take place, shall determine the boundaries of the area which will benefit by the proposed construction project. This area of benefit may include land or improvements in addition to those which are the subject of any building permit application. The local legislative body shall then notice a public hearing to be held by the governing body for the area benefited, and notice of this hearing shall be given pursuant to Section 65905 of the Government Code. In addition to the requirements of Section 65905 of the Government Code, such notice shall contain preliminary information related to the boundaries of the area of benefit, estimated cost of the project, and the method of fee apportionment.
  - E. The fees, or consideration in lieu of fees, shall not be required unless at such public hearing, duly noticed, the local governing board does establish the boundaries of the area of benefit, the cost, whether actual or estimated, and a fair method of allocating costs to the area of benefit and fee apportionment. The method of fee apportionment, in the case of major thoroughfares, shall not provide for higher fees on land which abuts the proposed improvement except where abutting property is provided direct usable access to the major thoroughfare. A description of the boundaries of the area of benefit, the cost, whether actual or estimated, and the method of fee apportionment established at the hearing shall be incorporated in a resolution of the governing body, a certified copy of which shall be recorded by the governing body conducting the hearing with the recorder of the county in which the area of benefit is located. Such apportion fee shall be applicable to all property within the area of benefit and with respect to those lands which may not be subject to the payment of fees pursuant to this section, the governing agency shall either make provision for the payment of the share of improvement costs apportioned to such lands from other sources or impose a reasonable charge on property within the area pursuant to the provisions of Section 66489 of the Government Code.
  - F. Payment of fees, or consideration in lieu of fees, shall not be required unless the major thoroughfares are an addition to, or a reconstruction of, any existing major thoroughfares serving the area at the time of the adoption of the boundaries of the areas of benefit.
  - G. Payment of fees shall not be required unless, in the case of a planned bridge facility, such facility is an original bridge serving the area, or an addition to any existing bridge facility serving the area at the time of the adoption of the boundaries of the area of benefit. Fees shall not be expended to reimburse the cost of existing bridge facility construction.
  - H. Fees, or consideration in lieu of fees, shall not be required if, prior to the date set for hearing there is filed with the clerk of the legislative body, a written protest by the owners of more than one-half of the area of the property to be benefited by the improvement, and such protests are not withdrawn so as to reduce the area represented to less than one-half of that area to be benefited. In the event protests

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are filed by owners of more than one-half the area of the property to be benefited then the proposed proceedings shall be abandoned and the legislative body shall not, for a period of one year from the date of filing of that written protest, commence or carry on any proceedings for the same improvement or acquisition under the provisions of this section. Should a majority of protest be directed only to a portion of the improvement then all further proceedings under the provisions of this section to construct that portion of the improvement so protested shall be barred for a period of one year but the legislative body shall not be barred from commencing new proceedings, not including any part of the improvement or acquisition so protested. The legislative body may, within such one-year period, commence and carry on new proceedings for the construction of a portion of the improvements so protested against if it finds, by affirmative vote of four-fifths of its members, that the owners of more than one-half of the area of the property to be benefited are in favor of going forward with such portion of the improvement or acquisition.

- I. Fees paid pursuant to this section shall be deposited in the planned bridge facility or major thoroughfare fund. A fund shall be established for each planned bridge facility or planned major thoroughfare project. Moneys in such fund shall be expended solely for the construction or reimbursement for construction of the improvements serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the local agency for the cost of constructing the improvement.
- J. A local agency imposing fees pursuant to this section may advance money from its general fund or road fund to pay the cost of constructing the improvements and may reimburse the general fund or road fund from such advances from planned bridge facility or major thoroughfare fund established to finance the construction of such improvement.
- K. A local agency imposing fees pursuant to this section may incur an interest-bearing indebtedness for the construction of bridge facilities or major thoroughfares; provided, that the sole security for repayment of such indebtedness shall be the moneys in planned bridge facility or major thoroughfare funds.
- L. The legislative body or local agency may accept such considerations, in lieu of fees, if such legislative body or local agency in its discretion believes they are equivalent to fees that would be required.

(Ord. 79-475 § 1 (part), 1979.)

#### **15.24.030 Fees for consideration in lieu of fees—Required upon compliance with Section 15.24.020.**

Should the legislative body or local agency comply with all of the conditions set forth in Section 15.24.020, such legislative body or local agency shall require the payment of fees, or consideration in lieu of fees, as a condition of the issuance of building permit for such property or portions thereof.

(Ord. 79-475 § 1 (part), 1979.)

### **Chapter 15.30 FIRE MITIGATION FEES**

#### **Sections:**

#### **15.30.00 Title.**

This chapter shall be known and may be cited as the "Fire Mitigation Fee Ordinance."

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(Ord. 90-533 (part), 1990.)

### **15.30.01 Purpose.**

The purpose of this chapter is to carry out Mono County policies requiring new development within the unincorporated areas of the County to bear its fair share of the costs of facilities and equipment necessitated by such development.

(Ord. 90-533 (part), 1990.)

### **15.30.02 Definitions.**

When the following words are used in this chapter, they shall have the meaning ascribed to them in this section.

- A. "Apartment" means a room or suite of two or more rooms which is designated for, intended for, or occupied by one family, with facilities for cooking therein, such residential unit being one of two or more units in the same building or on the same lot or plot.
- B. "Chief" means the chief of a fire agency serving an unincorporated area of the County.
- C. "County" means the county of Mono.
- D. "Covered space" means floor space enclosed by walls and a ceiling or roof.
- E. "Development" means all construction for which a building permit or other permit is required.
- F. "Director" means the director of public works of the county of Mono.
- G. "District service area" means (1) the geographic area served by a fire agency within the boundaries of such fire agency, and (2) the geographic area served by such fire agency by agreement with owners of private property located outside of the boundaries of such fire agency.
- H. "Facilities and equipment" means any long-term capital facilities and equipment used by agencies for fire suppression or emergency medical services, including station construction, station expansion and fire or emergency medical apparatus.
- I. "Fire agency" and "agency" means any special district providing fire protection services within the unincorporated area of the county. The terms also mean the county when it provides fire protection services through a county service area.
- J. "Low-rise building" means a building or structure, no part of which exceeds three stories in height or exceeds thirty-five feet in height (fifty feet for a residential condominium or apartment building) from (i) any fire agency access as defined by ordinances of an agency or (ii) the average finished grade of such building or structure if it does not have such access.
- K. "High-rise building" means a building or structure any part of which exceeds the height described in subsection J of this section.
- L. "Single-family dwelling" means a structure designed and permitted exclusively for the residential occupancy of one family, and not as a part of an apartment or a condominium complex.
- M. Except as stated in subsections A through L of this section, the definitions of words used in this chapter shall be as defined in any relevant ordinances, or otherwise as defined in the Mono County Zoning Code.

(Ord. 90-533 (part), 1990.)



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### **15.30.03 Findings.**

In enacting this chapter, the board of supervisors finds and declares:

- A. Fire agencies provide fire protection services for the purpose of protecting the health and safety of persons and property within their district service areas.
- B. The construction and occupancy of additional residential, commercial and other structures within their district service areas adversely impacts the ability of fire agencies to provide fire protection services and increases fire hazards to persons and property.
- C. In order to protect the health and safety of the occupants of new or reconstructed structures within their district service areas, it is necessary for fire agencies to acquire additional land, facilities and equipment to serve such new development.
- D. It is county policy, by and through the land use element of its general plan and the provisions of this chapter, to assure that necessary additional land and fire protection facilities and equipment required by new development projects are either available or will be made available as a condition of approval of such projects, and that the costs of providing such additional land, facilities and equipment are collected on an equitable basis from the beneficiaries thereof.
- E. The failure to assure that such additional land, facilities and equipment are available may endanger the health and safety of persons affected by new development projects.
- F. The costs of operating fire agencies, including escalating liability and workers' compensation costs, make it extremely difficult or impossible for the agencies to provide, from existing funding sources, the land, facilities and equipment necessary to provide adequate fire protection associated with new development.
- G. The funds collected pursuant to this chapter shall be used only for the financing of the acquisition of land, and fire protection facilities, equipment and accessories. Funds so collected and not used for such purposes shall be refunded or otherwise utilized pursuant to Government Code Sections 66001 (g) and (f).
- H. For the foregoing reasons, fire mitigation fees may be imposed on new development in order to pay the incremental costs for land and fire protection facilities and equipment necessitated by such development.

(Ord. 90-533 (part), 1990.)

### **15.30.04 Prior agreements and conditions of approval.**

- A. Any enforceable agreement existing prior to the operative date of the ordinance codified in this chapter between an applicant for development and a fire agency pertaining to the dedication of land or payment of fees for facilities and equipment to serve the property which is the subject of the application, or any portion thereof, satisfies the requirements of this chapter.
- B. If land, facilities or equipment was dedicated or donated to a fire agency as a condition of approval of a discretionary permit prior to the operative date of this chapter, such dedication or donation shall be considered as satisfying the requirements of this chapter for such discretionary permit.

(Ord. 90-533 (part), 1990.)

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### **15.30.010 Fire agency findings and content of resolution.**

This chapter shall become applicable to development within the district service area of a fire agency when the following actions are taken:

- A. The governing body of a fire agency adopts a resolution making substantially the following findings:
  - 1. The agency does not have existing fire protection facilities and equipment which could be used to provide an adequate level of services to all reasonably anticipated new development within the agency's district service area,
  - 2. The agency does not have sufficient funds available to acquire land, construct additional facilities, purchase additional equipment from fund balances, capital facility funds, property tax sources, or other appropriate sources,
  - 3. The lack of fire protection facilities and equipment to serve new development would create a situation perilous to the public health and safety if fire mitigation fees are not collected within the agency's district service area,
  - 4. The fees, if any, charged by the fire protection agency do not include a payment toward the costs of facilities and equipment expansion as a component of the fee;
- B. The resolution so adopted contains substantially the following resolved clauses:
  - 1. The agency requests that the county collect a specified fire mitigation fee on the agency's behalf from applicants for building permits or other permits for development in its district service area,
  - 2. The purpose of collecting fire mitigation fees is to expand the availability of facilities and equipment to provide fire protection services to new development in its district service area,
  - 3. By prior resolution the agency has determined that there is a reasonable relationship between the fee's use and the development projects on which it is to be imposed,
  - 4. If fire mitigation fees are to be used in whole or part to construct a public facility, the agency has determined by prior resolution that there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed,
  - 5. The agency will place all funds received from the county under this program, and all interest subsequently accrued on those funds, in a separate account and budget accounting category to be known as the "fire mitigation fee account,"
  - 6. The agency will expend funds from the account only for the purpose of acquiring land, facilities and equipment to mitigate the impacts of new development on the agency's fire protection capabilities,
  - 7. The agency will submit a fire mitigation fee annual report for each fiscal year, no later than October 31st following the close of the fiscal year, to the director. The report shall include the balance in the account at the end of the previous fiscal year, the fee revenue received, the amount and type of expenditures made, and the ending balance in the account;
- C. The governing body of the fire agency shall send a certified copy of the resolution to the clerk of the Mono County board of supervisors. The clerk shall transmit a copy of the resolution to the director. Within thirty days from the date of receipt of the resolution by the clerk, the provisions of this chapter shall be applicable to all building permits and other permits issued for new construction within the district service area of the fire agency.

(Ord. 90-533 (part), 1990.)

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### **15.30.20 Fire mitigation fee established.**

- A. The fire mitigation fee amount requested by the agency shall be equal to or less than the ceiling amounts set by this chapter. The ceiling amounts are as follows:
  - 1. Seventy-five cents per square foot for all covered space in the first three floors of all buildings or structures.
  - 2. Two dollars and twenty-five cents per square foot for all covered space above the third floor of all buildings or structures.
- B. The fire mitigation fee established by the agency shall be based upon the estimated costs for the acquisition of necessary land, facilities and equipment to provide fire protection services to mitigate the impact of new development on existing facilities. The resolution of the agency governing board which sets the fee schedule shall contain findings which justify the fee amounts.
- C. As an alternative to the fee-setting procedure set forth above in subdivisions A and B of this section, the board of supervisors may and does hereby reserve the right to directly set the fee amounts applicable to property within the territorial boundaries of any fire protection district or other defined territory within the County's unincorporated area. Unless otherwise provided by state law, said fee amounts may be set by resolution or ordinance of the board. Said fees shall not be limited by the ceiling amounts specified by subdivision A, nor be required to be set by square footage or any other methodology prescribed by this chapter; rather, they need be consistent only with applicable state law. The board likewise reserves the right to impose lawful fire mitigation measures through conditions of approval as an alternative to the fees set forth by this chapter. In the event of a conflict between an action of the board and an action by a fire protection district related to fire mitigation fees set under this chapter, the board action's shall prevail.

(Ord. 03-05 § 1, 2001; Ord. 90-533 (part), 1990.)

### **15.30.21 Adjustment of fire mitigation fee amounts.**

- A. The ceiling amounts set forth in Section 15.30.020 may be increased or decreased from time to time but not more than once each year, by resolution of the board of supervisors, in proportion to the increase or decrease in the costs of construction as determined by the Engineering News Record, Cost of Construction Index published by the McGraw-Hill Publishing Company, or a similar index accepted by the board by resolution in the event the foregoing index is not available.
- B. The amount of the fire mitigation fee established by a fire agency may be increased no more than once each year by use of the foregoing index or resolution.

(Ord. 90-533 (part), 1990.)

### **15.30.22 Fee payment.**

- A. Prior to the issuance of any building permit or other permit for development, the applicant shall pay to the director the fees prescribed by the relevant fire agency's resolution, or shall present written evidence that the provisions of this chapter have otherwise been satisfied with respect to the development for which any such permits are sought.
- B. The amount of such fees shall be determined by the fee standard in effect on the date of the payment.

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- C. When application is made for a new building permit for the same construction following the expiration of a previously issued building permit for which fire mitigation fees were paid, the fee payment shall not be required.
  - D. In the event subsequent development occurs with respect to a permit for which fees have been paid, additional fees shall be required only for additional square footage of development which was not included in computing the prior fee.

(Ord. 90-533 (part), 1990.)

#### **15.30.23 Fees held in trust.**

Fees paid under this chapter shall be held in trust by the county. Such fees shall be transferred quarterly to the fire agency serving the area from which the fees were collected. The county shall retain any interest accrued during the period before transfer as reimbursement for its service and handling costs.

(Ord. 90-533 (part), 1990.)

#### **15.30.24 Use of fees.**

All fees collected pursuant to this chapter and transferred to a fire agency shall be used by the agency for the purpose of providing for land, facilities and equipment.

(Ord. 90-533 (part), 1990.)

#### **15.30.25 Fee fund records and report.**

- A. Any fire agency receiving funds pursuant to this chapter shall maintain a separate budget accounting category for any such fees. The category shall be known as the "fire mitigation fee" account.
- B. The report described in Section 15.30.010(B)(7) of this chapter shall be submitted by the fire agency.

(Ord. 90-533 (part), 1990.)

#### **15.30.26 Termination of fee collection.**

If the governing body of a fire agency submits a copy of a resolution to the clerk of the board of supervisors requesting termination of fee collection, the clerk shall promptly notify the director and fee collection shall terminate thirty days after receipt of the resolution by the clerk.

(Ord. 90-533 (part), 1990.)

#### **15.30.40 Exemptions.**

- A. The director shall exempt building permits for certain types of development from the requirements of this chapter if he determines that the development does not significantly add to the need for additional fire protection facilities. The director shall establish a list of those building permit types which are exempt from the requirements of this chapter. The list shall include but not be limited to, building permits for pools and fences.
- B. The requirements of this chapter shall not apply to public works projects.

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- C. The requirements of this chapter shall not apply to the replacement on the same parcel by the owner of a dwelling or dwellings destroyed by fire or other calamity, provided that the application for a building permit to replace such dwelling is filed with the director within one year after destruction of the dwelling, and the new structure is equal to or of less square footage than the structure destroyed. Regardless of when application is made for a building permit for a replacement structure, the fire mitigation fee shall be computed only on the basis of the square footage in excess of that of the destroyed structure.

(Ord. 90-533 (part), 1990.)

#### **15.30.41 "In-lieu" payment.**

Upon written and verified application by all owners of the subject real property, approved by resolution of the governing body of the fire agency, "in-lieu" payment may be credited against the fee required to be paid pursuant to this chapter. "In-lieu" payment may include improved or unimproved real property, improvements to real property, fire protection equipment, motor vehicles, office equipment, fire station accessory equipment, or any combination thereof. The amount of the credit shall not exceed the fair market value of the "in-lieu" property at the time of the adoption of the resolution.

(Ord. 90-533 (part), 1990.)

#### **15.30.42 Penalties and stop orders.**

- A. If, at any time after the effective date of the ordinance codified in this chapter, work is commenced on construction or continues to be performed on construction of any project subject to this ordinance without previous full payment of the fire mitigation fee required to be made pursuant to this chapter, the fire mitigation fee payable pursuant to this chapter shall be doubled.
- B. The chief or assistant chief is hereby authorized to issue such orders as may be necessary for the enforcement of the provisions of this chapter and to affix a tag or notice to any building or structure, construction of which has been commenced or continues in progress in violation of any of the provisions of this chapter. When affixed, such tag or notice may be removed only by the written order of the chief or assistant chief and may be removed only after the violation has been remedied. Until so remedied and said removal order issued, all construction on such project shall cease.
- C. Any order or notice authorized or required by this chapter shall be given or served upon the owner, occupant, or other applicant for building permit for the project involved, or any person performing any work of improvement or construction of a building or other structure which is subject to the provisions of this chapter by verbal notification or personal service, or, if no such person is found on the premises, by affixing a copy thereof in a conspicuous place on said premises and mailing a copy thereof to such person by registered or certified mail to his last known address. Orders or notices which are given verbally shall be confirmed by service in writing as herein provided.
- D. Any construction carried out in violation of the requirements of this chapter is a misdemeanor punishable by up to six months in the county jail and a fine of one thousand dollars.

(Ord. 90-533 (part), 1990.)

## Chapter 15.40 HOUSING MITIGATION REQUIREMENTS<sup>3</sup>

### Sections:

#### 15.40.010 Purpose/findings.

The County of Mono ("county") has a shortage of housing that is affordable to many citizens who work and reside in Mono County. The cost of housing has risen sharply over the past several years due to the cost of housing in the county's resort communities, the increase in second-home residences throughout the county, the growth of the vacation rental industry, the scarce and limited amount of private land within the county available for residential development, and the overall increase in the cost of housing throughout the State of California. Wages for workers residing in Mono County have not kept pace with the increase in housing costs. As a result, employees in the lower, moderate, and even upper-moderate income ranges cannot afford to reside in proximity to work centers, have been forced to move greater distances from their places of employment, or have moved from the area entirely. This has decreased the pool of workers necessary to meet the needs of businesses and communities within Mono County. It has also increased commuting time to places of employment and contributes to substandard living conditions for workers and their families that earn low and moderate incomes.

Requiring developers of land to mitigate the impact of development projects on the availability of workforce and affordable housing and contribute to addressing the housing shortage in Mono County, either directly or through the payment of fees, dedication of land, or similar means, is reasonable and necessary to offset the impact of the development and address identified housing shortages, which has resulted in a decrease of land available for workforce housing and for persons earning low and moderate incomes, a demonstrative increase in the price of housing, and an increase in the need for workers within the county. Expecting new employers to contribute to the creation and preservation of affordable housing is likewise reasonable. Despite the availability of state and county incentives, there has been little or no market development of residential housing affordable to households earning very low, low, moderate, and even upper-moderate income levels and no other reasonable means to meet this need for workforce and affordable housing are available.

A requirement that new development mitigate these impacts and shortages through the provision of affordable housing units, the payment of fees, or similar means, is reasonable and necessary to improve the health, safety and general welfare of the citizens of Mono County. These requirements will not result in a negative impact on the overall development of housing or impose a barrier that will prevent persons with lower and moderate levels of income from purchasing housing.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

#### 15.40.020 Definitions.

For the purposes of this chapter the following definitions shall apply:

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<sup>3</sup>Editor's note(s)—Ord. No. 19-08 , § 1(Exh. A), adopted December 10, 2019, amended Chapter 15.40 in its entirety to read as herein set out. Former Chapter 15.40, §§ 15.40.010—15.40.170, pertained to similar subject matter, and derived from Ord. No. 06-06, 2006; Ord. No. 07-11, 2007; Ord. No. 11-07, adopted June 14, 2011; Ord. No. 13-03, adopted June 11, 2013; Ord. No. 14-05, adopted December 6, 2014; Ord. No. 16-05 , adopted July 5,, 2016; Ord. No. 17-16, adopted December 19, 2017; Ord. No. 18-11, adopted July 17, 2018; Ord. No. 19-02, adopted June 11, 2019 and Ord. No. 19-09 , adopted December 10, 2019.

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- A. "Accessory dwelling unit (ADU)" means residential occupancy of a dwelling unit located on the same parcel as the main residential unit. An ADU provides complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel on which the main residential unit is situated. An ADU shall meet the minimum regulations for an efficiency dwelling unit in the California Building Code. An ADU shall meet the requirements of Chapter 16 of the Mono County General Plan Land Use Element; in the event of conflict between state law and Chapter 16, state law supersedes.
  - B. "Affordable unit" means a dwelling unit which is required to be built, sold, and/or restricted pursuant to the requirements under this chapter.
  - C. "Area median income (AMI)" means the median income, adjusted for family size, applicable to Mono County as published annually pursuant to Title 25 of the California Code of Regulations, Section 6932 (or its successor provision), as determined periodically by HUD and updated on an annual basis.
  - D. "Deed restrictions" are private agreements that restrict the use of the real estate in some way and are listed in the deed. The restrictions travel with the deed, and generally cannot be removed by new owners.
  - E. "Developer" means a person or entity who applies for a permit or other approval for the construction, placement, or creation of residential or non-residential development, including the subdivision of land.
  - F. "(Residential) dwelling unit" means any structure or portion thereof designed or used as a residence or sleeping quarters of a household, including a caretaker unit.
  - G. "Full-time equivalent employee (FTEE)" means a full-time employee or combination of part-time employees whose work constitutes a total of two thousand eighty hours of annual employment generated by residential and non-residential development. In general, a full-time employee employed for an entire year equals one FTEE, a full-time employee employed on a seasonal basis equals one-half FTEE, and a part-time employee employed on an annual basis equals one-half FTEE. When an "employee generation calculation" results in seasonal or part-time employees, those employees shall be combined to form FTEEs.
  - H. "Household" means one or more individuals who occupy one dwelling unit, whether related by blood or marriage.
  - I. "Housing fund" means the Mono County Affordable Housing Fund established pursuant to this chapter.
  - J. "Housing mitigation fee" means any fee established pursuant to this chapter.
  - K. "HUD" means the United States Department of Housing and Urban Development.
  - L. "Housing mitigation agreement" means an agreement between the County of Mono and a developer governing how the developer shall comply with this chapter.
  - M. "Inclusionary unit" means an affordable unit required by this chapter to satisfy a development project's housing mitigation requirement(s).
  - N. "Market-rate unit" means a dwelling unit in a residential development project that is not an affordable unit.
  - O. "Multi-family residential development project" means a project consisting of two or more dwelling units within a single building and may include multiple buildings on a site or parcel. Typical examples include apartments, condominiums and townhomes.
  - P. "Non-residential development project" means a project for the construction, addition, subdivision of land, or placement of a structure which is for a non-residential use and which is proposed to be developed within the following general plan land use designations: Commercial, commercial lodging, service commercial, industrial park, industrial, rural resort, including that portion of any development within a mixed use or combined use designation (e.g. specific plan) which includes the construction, addition, or placement of a structure for non-residential use.

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- Q. "Primary residence" means the main home where one voluntarily establishes oneself and family, not merely for a special or limited purpose, but with a present intention of making it one's true, fixed, permanent home and principal establishment. A principal residence may be declared through voter registration, tax return, or other legal documents.
  - R. "Residential development project" means a project for the construction or placement of any residential dwelling unit in a permanent location, or the subdivision of land which is planned, designed, or used for the development of residential dwelling units within the following general plan land use designations: Rural residential, estate residential, single-family residential, multi-family residential, or any other area where residential dwelling units may be developed.
  - S. "Single-family residential property or unit" means a property which serves the primary purpose of providing a permanent dwelling unit to a single-family.
  - T. "Sleeping area" means any bedroom, loft, or other space that can be equipped with beds, foldout sofas, or other similar sleeping furniture.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

#### **15.40.030 Housing fund.**

- A. There is hereby established the Mono County Affordable Housing Fund ("Housing Fund"). Any and all fees collected pursuant to this chapter (and established via resolution), together with any other funds received by grant or otherwise for the purpose of furthering the development and preservation of affordable housing within the County of Mono, shall be deposited into the housing fund.
- B. The housing fund shall be administered by the Mono County Board of Supervisors, or designee appointed by resolution, to implement housing programs with a focus on those identified as priorities, as well as other programs that meet housing needs through acquisition, rehabilitation, preservation, or subsidy, and subject to the provisions of this chapter.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

#### **15.40.040 Fees and requirements for non-residential and residential development projects.**

- A. Affordable housing mitigation requirements and fees shall be imposed on developers of non-residential development projects, residential development projects, and single-family residential units based on in-lieu fee and/or inclusionary unit policies resulting from completed nexus studies that quantify the impacts of development on affordable housing. The policy establishing requirements and fees shall be adopted by resolution of the board of supervisors and reviewed on a periodic basis as needed.
- B. For non-residential development projects, the development of an affordable unit is the preferred mitigation alternative. However, if a non-residential developer can demonstrate that on- or off-site construction is not feasible and/or would not provide housing units that would adequately meet workforce needs, an alternative housing mitigation agreement may be approved pursuant to Section 15.40.070 and may include payment into the housing fund in-lieu fees (established by resolution pursuant to this chapter) to satisfy the mitigation obligation.
- C. For residential development projects, the development of a unit on-site (an inclusionary unit) is the preferred mitigation alternative. The size, design, and location of inclusionary units shall be consistent with the Mono County General Plan, applicable specific plans, and all other applicable county ordinances, regulations, and building standards. The construction of the on-site units shall be located within the same subdivision and within the boundaries of the project, shall be compatible in exterior appearance with the



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market-rate units being developed in the project, and shall be dispersed throughout the residential development to the extent feasible pursuant to the corresponding housing mitigation agreement (see Section 15.40.070). The affordable units must contain a similar number of bedrooms as the market-rate units but may be smaller than market-rate units pursuant to the corresponding housing mitigation agreement. The interior amenities within the affordable unit may differ from the interior amenities in a market-rate unit, and may be required to include EPA II wood stoves, energy efficient amenities, and other cost-efficient amenities as provided for in the corresponding housing mitigation agreement (see Section 15.40.070). The on-site units must be built at the same time as market-rate units and a certificate of occupancy will not be issued to any market-rate unit until any affordable unit is completed and issued a certificate of occupancy.

- D. Compliance with this section may be accomplished by the developer alone or in combination with others, including without limitation, the Mono County Housing Authority or a nonprofit housing corporation.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

### **15.40.050 Developer incentives.**

- A. A developer may apply for incentives from the county to assist in meeting the requirements of this chapter. The granting of any incentive(s) by the county to a developer is discretionary and nothing in this chapter shall be construed to establish, directly or through implication, a right of a developer to receive any assistance or incentive from the county. In granting incentives, the county may require the developer to demonstrate exceptional circumstances that necessitate assistance from the county, as well as provide documentation showing how such incentives will increase the feasibility of providing affordable housing. The following incentives will be considered by the county:

1. **Density Bonus.** A density bonus incentive pursuant to the California Density Bonus Law (found in California Government Code Sections 65915—65918 and as may be amended or replaced from time to time) will be provided for any project that meets the statutory criteria. The county may consider an additional density bonus upon request by the developer when such request can be accommodated within the parameters of the Mono County General Plan or any applicable specific plan or county ordinance.
2. **Fee Waiver or Deferral.** The payment of county fees required under this chapter may be deferred until the certificate of occupancy is issued. Further, a developer may apply for a fee reduction or waiver when the developer proposes to substantially exceed the requirements of this chapter. A developer of a residential development project who builds affordable units in amounts that exceed the requirements of this chapter may apply for a waiver of assessments for any applicable county maintained road maintenance and snow removal services that would otherwise be required.
3. **Reduced Site Development Standards.** A developer may propose, and the county may consider, a reduction in site development standards including a reduction in setback, lot coverage, and square footage requirements; a reduction in parking requirements; a modification of the requirement that all utility lines must be placed underground; and reduction of open space requirements. To be eligible for such reduced development standards, the developer must provide substantial evidence that the reductions are necessary to allow the developer to meet or exceed the requirements of this chapter, that the reduced requirements will meet all applicable health, safety, snow storage and drainage requirements, and will further the purpose of this chapter.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

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## 15.40.060 Exemptions.

The following list of projects are exempt from the provisions of this chapter. Modification(s) made to any previously exempted project which renders the project ineligible for the exemption shall automatically trigger the application of the requirements and payment of the fees in place at the time the modifications are made. Similarly, if an exempted project falls out of compliance with the conditions of the exemption, the county shall initiate any appropriate enforcement action, including but not limited to, enforcing payment of the fees and compliance with the requirements in place at the time of the enforcement action:

- A. Residential development for agriculture workers, including cannabis cultivators, e.g., farm labor housing.
- B. Mobile home park development.
- C. Any building that is replaced or repaired as a result of fire or other catastrophic damage or loss so long as the square footage is not increased by more than five hundred square feet.
- D. Any project that is being developed as an affordable housing project as defined by state law and deed restricted as such.
- E. Any project that is being developed to meet other community housing needs, such as transitional housing or homeless shelters, and is deed restricted as such or governed by some other regulatory agreement ensuring the use.
- F. A multi-family residential development project consisting of the development of fewer than thirty units in duplexes, triplexes or other forms of multi-family residential development projects not developed as a condominium or planned development project where, with the exception of one owner-occupied or on-site manager unit, all units will be leased as long-term rental units and where short-term rentals, as defined in the Mono County General Plan and Mono County Code, will be prohibited. To qualify for this exemption, the project's planning permit must contain conditions to prevent the conversion to condominiums and prohibit short-term rentals and a deed restriction must be recorded against the property to inform future owners of the restrictions. If a planning permit is necessary to document the conditions in this exemption, a director review (DR) permit shall be processed and the permit fee shall be waived. If a planning permit is necessary for any reason other than, or in addition to, those strictly pertaining to this exemption, no fee waiver shall be granted, the applicant shall be subject to all applicable permit processes and fees, and the provisions of this exemption shall be included in the permit conditions along with all other applicable conditions.
- G. A multi-family residential development project consisting of the development of fewer than thirty units in duplexes, triplexes or other forms of multi-family residential development projects where units are owned as primary residences and where short-term rentals are prohibited. The project's planning permit must contain conditions requiring the units to be primary residences and prohibiting short-term rentals, and a deed restriction must be recorded against the property to inform future owners of the restrictions. If a planning permit is necessary to document the conditions in this exemption, a director review (DR) permit shall be processed and the permit fee shall be waived. If a planning permit is necessary for any reason other than, or in addition to, those strictly pertaining to this exemption, no fee waiver shall be granted, the applicant shall be subject to all applicable permit processes and fees, and the provisions of this exemption shall be included in the permit conditions along with all other applicable conditions.
- H. Single-family residential (SFR) units less than two thousand square feet in size.
- I. Single-family residential (SFR) units prohibiting short-term rentals. If a planning permit is necessary to document the condition in this exemption, a director review (DR) permit shall be processed and the permit fee shall be waived. If a planning permit is necessary for any reason other than, or in addition to, those strictly pertaining to this exemption, including pursuant to Chapter 16 of the Mono County General Plan, no fee waiver shall be granted, the applicant shall be subject to all applicable permit processes and fees, and the

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provisions of this exemption shall be included in the permit conditions along with all other applicable conditions.

- J. Single-family residential (SFR) units where the unit is a primary residence and the owner (or approved tenant pursuant to Section 15.40.080(B)(4)) qualifies as moderate- or below-income according to HUD affordable housing guidelines.
- K. Single-family residential (SFR) units that deed restrict future sales to moderate- or below-income levels.
- L. Single-family residential (SFR) units within a subdivision that previously met the requirements of this chapter during the planning process.
- M. Accessory dwelling units (ADUs) meeting the requirements of state law and General Plan Land Use Element Chapter 16.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

### **15.40.070 Alternatives and procedure.**

- A. The county will consider and may approve alternative mitigation proposals through a housing mitigation agreement in circumstances where it can be demonstrated by the developer that the alternative proposal meets the purpose of this chapter and provides a greater housing benefit to the community than would otherwise be attained through the building of affordable dwelling units or the payment of in lieu fees in accordance with this chapter. Developers may submit an alternative plan with the designated processing fee to the community development department. Initial approval of such an alternative proposal as a housing mitigation agreement will be made by the community development department and thereafter approved by the planning commission and will be subject to final review and approval by the board of supervisors. Alternatives that will be considered include, but are not limited to, land dedication, off-site housing, conversion of existing housing, and payment of in lieu fees.
- B. Housing Mitigation Agreement. In the case of alternative proposals, the developer, the holder of any deed of trust or other lien holder on the property, and the community development director or his or her designee shall execute a housing mitigation agreement prior to the recordation of the parcel map or subdivision map in the case of subdivisions, or prior to approval of a director review or use permit, or prior to the issuance of building permits in the case of all other development. The developer's entry into the housing mitigation agreement shall be a condition of approval for any tentative parcel or final map, director review or use permit, or building permit. The executed housing mitigation agreement shall be recorded with the county clerk/recorder at the time of the recording of any final or parcel map or at the time of the issuance of any building permit. The housing mitigation agreement shall include, but not be limited to, the following:
  - 1. A complete description of the development project;
  - 2. The specific method of compliance with the requirements of this chapter;
  - 3. Any such matters as may be determined appropriate by the developer and/or the county.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

### **15.40.080 Occupancy and availability of affordable units.**

- A. The occupancy and continuing availability of inclusionary units as required by the resolution establishing fees and requirements shall be provided for in the following manner:
- B. For Sale Affordable Inclusionary Units. Inclusionary units designated for sale shall be subject to the following conditions and restrictions:

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1. Eligible Participants. Affordable units shall only be available for purchase by residents intending to use the unit as a primary residence and who qualify as moderate- or below-income according to HUD affordable housing guidelines.
  2. Restrictions on Use and Resale. The affordable units shall be subject to deed restrictions memorializing and preserving the required provisions herein and to the conditions of any planning permits approved for the project and property.
  3. Sales Price and Transfer. The maximum purchase price shall be set by the applicable HUD affordable housing guidelines for moderate- and below-income housing.
  4. Restriction on Use of Unit. The affordable unit must be occupied by the owner of the unit as their primary residence and may not be leased or rented without a written determination by the community development director or designee; or, if the unit is administered by the Mono County Housing Authority, by that entity, that the proposed tenant qualifies as moderate- or below-income and that rents charged conform to applicable HUD affordable housing guidelines for the tenant's income level. In units where short-term rentals are prohibited, no rentals for thirty days or less may occur under any circumstances.
  5. Term of Restrictions. The restrictions set forth in this section shall remain in effect in perpetuity. If a circumstance arises in the future where these restrictions are removed or not followed, the fees and requirements of this chapter in place at the time shall be applied.
  6. Covenants, Conditions, and Restrictions. Any covenants, conditions, and restrictions (CC&Rs) associated with or required for approval of any subdivision subject to this chapter shall include all of the requirements of this chapter and shall be recorded with the county clerk/recorder. Additional conditions that may be required include provisions that the owner of an affordable unit must pay all property taxes in a timely manner, may not refinance the unit without the express written approval of the community development director and, in the case where a deed of trust is made subordinate to the CC&Rs, that the owner must maintain the property in good condition, and comply with all local land use requirements. In addition to any other enforcement remedies, the CC&Rs shall designate and authorize the county to enforce any county-imposed conditions at the county's sole discretion.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

#### **15.40.090 Serial or sequential development prohibited.**

Developers may not avoid the requirements of this chapter by developing projects in a serial or sequential manner. Development of any property owned by a developer or his or her successor in interest that is contiguous to any other development subject to this chapter shall be deemed to be one single project for the purposes of this chapter when the subsequent development occurs within ten years of any prior development and when the combined development becomes subject to the requirements of this chapter.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

#### **15.40.100 Enforcement.**

- A. The Community Development Department/Mono County Housing Authority shall be responsible for monitoring and enforcing the provisions of this chapter. Any violation of this chapter may be enforced in any manner permissible by law including, but not limited to, pursuant to Section 1.04.060 and Chapter 1.12 of the Mono County Code.

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- B. Owners and occupants of property subject to the restrictions and requirements of this chapter shall permit county employees to inspect the property upon two business days advance written notice. Owners of property subject to the restrictions pursuant to this chapter shall retain all records related to compliance with the obligations and restrictions of this chapter, the housing mitigation agreement and/or the CC&Rs for a period not less than five years and shall make such records available to county employees for inspection and copying upon five business days advance written notice.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

#### **15.40.110 Annual review.**

The provisions of this chapter, the affordable housing guidelines, and any resolutions adopted to further the purposes of this chapter shall be reviewed annually by the Mono County Board of Supervisors, Mono County Housing Authority and the community development director or his or her designee. An annual report and accounting shall be provided to the board of supervisors by the community development department evaluating the policies set forth in this chapter and their effects.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

#### **15.40.120 Appeal, waiver, and adjustment.**

A developer of any project subject to the requirements of this chapter may appeal to the board of supervisors for a reduction, waiver, or adjustment of any of the provisions or requirements contained in this chapter. Any such appeal shall be based upon the misapplication or misinterpretation of this chapter as applied to the project or violation of law. The board of supervisors, in its sole discretion, may adjust or waive any provision or requirement imposed by this chapter based on good cause shown by substantial evidence in the record.

Any appeal must be in writing and filed with the county clerk/recorder and served on the community development director not later than ten days before the first public hearing on any discretionary approval or permit for the development, or if no discretionary permit is required, or if the action complained of occurs after the first public hearing on such permit or approval, then the appeal shall be filed within ten days after payment of the fees objected to. The appeal shall set forth in detail the factual and legal basis for the claim of waiver, reduction, or adjustment. The board of supervisors shall consider the appeal within sixty days after the filing of the appeal. The appellant shall bear the burden of producing substantial evidence to support the appeal, which shall include providing comparable technical information to support appellant's position. The decision of the board of supervisors shall be final.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

#### **15.40.130 Severability.**

The provisions of this chapter are intended to be severable, and in the event any provision or requirement provided for under this chapter is determined to be invalid or unenforceable, the remainder of the chapter shall remain in effect.

( Ord. No. 19-08 , § 1(Exh. A), 12-10-2019)

## **Chapter 15.50 LIMITED DENSITY OWNER-BUILT RURAL DWELLINGS**

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### **15.50.010 Purpose.**

The purpose of this chapter is to make Article 8 (commencing with Section 74) of Subchapter 1 of Chapter 1 of Division 1 of Title 25 of the California Code of Regulations, as modified herein, operative on limited density owner-built rural dwellings in Mono County, and to provide minimum requirements for the protection of life, limb, health, property, safety, and welfare of the general public and the owners and occupants of such dwellings.

(Ord. No. 12-06, § 1, 12-18-2012)

### **15.50.020 Intent and application.**

The provisions in this chapter shall apply to the lawful construction, enlargement, conversion, alteration, repair, use, maintenance, and occupancy of limited density owner built rural dwellings and detached structures. It is the intent of this chapter that the requirements contained herein shall apply to seasonally or permanently occupied dwellings located in rural areas and solely occupied as the residence of the owner or the owner's family. Such dwellings shall be considered single family dwellings.

(Ord. No. 12-06, § 1, 12-18-2012)

### **15.50.030 Definitions.**

As used in this chapter:

- A. "Owner-built" shall mean constructed by any person or family who acts as the general contractor for or the provider of, part or all of the labor necessary to build housing to be occupied as the principal residence of that person or family, and not intended for sale, lease, rental, or employee occupancy. The sale, lease, renting, or employee occupancy of owner-built structures within two years of the issuance of a certificate of occupancy shall be presumptive evidence that the structure was erected for the purpose of sale, lease, rental, or employee occupancy. Any ambiguity regarding the meaning of "owner built" shall be resolved by reference to state law regarding owner-builders. It is not the intention of the county to narrow or expand state law regarding owner-builders who are eligible to build limited density owner-built rural dwellings.
- B. "Limited density owner-built rural dwelling parcel" means a single parcel in-holding that is completely surrounded by federally owned lands, is at no point nearer than one air mile from a paved road and is at least ten acres in size.
- C. "Substandard building" shall be defined as a structure or a portion of a structure in which there exists any condition that endangers the life, health, property, safety, or welfare of the public or the occupants thereof. Except as amended by the provisions of this chapter, the California Health and Safety Code, Section 17920.3, shall be the determining criteria for compliance with the standards of this chapter and the defining of a substandard building. (Note: Any structure or portion thereof which are determined by the enforcing agency to constitute a substandard building may be declared to a public nuisance and may be abated by repair, rehabilitation, or removal in accordance with California Health and Safety Code Sections 17980 through 17995.)

(Ord. No. 12-06, § 1, 12-18-2012)

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### **15.50.040 Building standards; building official authority.**

- A. When constructing a residential structure on a limited density owner-built rural dwelling parcel, dwellings constructed pursuant to this section need not necessarily conform with the construction requirements prescribed by the latest applicable edition of the California Residential, Building, Plumbing, Mechanical, Electrical, Energy, Fire or Green Building Standards Codes, or other applicable technical codes; nevertheless, such dwellings shall conform with nationally-accepted technical and scientific principles relating to design, materials, methods of construction, and structural requirements for the erection and construction of dwellings that are contained in the California Building Standards Codes. Such codes shall be a basis for approval.
- B. The construction of a dwelling under this chapter is a privilege, not a right. The building official has full authority in the interpretation and application of the provisions of this chapter, including but not limited to determining eligibility of a dwelling proposed to be constructed under this chapter and applicable building standards for any such proposed dwelling.

(Ord. No. 12-06, § 1, 12-18-2012)

### **15.50.050 Recorded covenants.**

As a condition of being permitted to construct a dwelling under this chapter, a declaration of covenants, conditions, and restrictions shall be recorded disclosing the nature of the dwelling and restrictions on its use, in a form acceptable to county counsel, which shall run with the land and be enforceable by the county as an equitable servitude. The declaration shall state that the structure constructed on this property has been permitted under the special regulations codified in Chapter 15 of the Mono County Code applicable to limited density owner built rural dwellings adopted under the authorization of California Health and Safety Code Section 17958.2; that the structure(s) is not in full compliance with the provisions of the technical codes; and that occupancy is limited to the owner and the owner's family.

(Ord. No. 12-06, § 1, 12-18-2012)

### **15.50.060 Permits.**

Permits shall be required for the construction of limited density owner-built rural dwellings. The application, plans, and other data filed by an applicant for such permit shall be reviewed by the Mono County building division and other county departments to verify compliance with the provisions of this chapter. When the building official determines that the permit application and other data indicate that the structure will comply with the provisions of this article, the building official may issue a permit therefore to the applicant, as provided for in this chapter.

(Ord. No. 12-06, § 1, 12-18-2012)

### **15.50.070 Application for permit.**

To obtain a permit, the applicant shall first file an application therefore with the Mono County building division. Permit applications shall contain the following information:

- A. Scope of work;
- B. Name and address of the applicant;
- C. Address and location of the proposed work;

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- D. Use and occupancy for which the proposed work is intended;
  - E. Be accompanied by plans and construction documents;
  - F. Indicate square feet or valuation of proposed new work;
  - G. Initial, sign, and date the owner-builder disclosure form;
  - H. Be signed by the applicant or applicant's authorized agent;
  - I. Give such other data and information as required by the building official.

(Ord. No. 12-06, § 1, 12-18-2012)

#### **15.50.080 Plans.**

Plans shall consist of a general description of the structure(s), including all necessary information and details to facilitate a reasonable judgment of conformance by the Mono County building division. Due to Mono County having climatic conditions that produce snow loads, and that all of Mono County is known to be in a high seismically active region of the state, buildings shall be designed in accordance with accepted engineering practice.

(Ord. No. 12-06, § 1, 12-18-2012)

#### **15.50.090 Permit issuance.**

The issuance of a permit shall be contingent upon the approval of the submitted plans and construction documents by the Mono County community development department. Additionally, the Mono County environmental health department shall provide approval for private sewage disposal systems and potable water that will serve the proposed structure(s) prior to the issuance of a permit.

(Ord. No. 12-06, § 1, 12-18-2012)

#### **15.50.100 Inspections.**

All construction or work for which a permit is required pursuant to this chapter shall be subject to inspection by the building official or his/her agent. It shall be the responsibility of the applicant or his or her agent to notify the Mono County building division to have such work inspected.

(Ord. No. 12-06, § 1, 12-18-2012)

#### **15.50.110 Certificate of occupancy.**

After the structure(s) is completed for occupancy any inspections which have been conducted, and work approved, the building official shall issue a certificate of occupancy for such dwelling(s) and appurtenant structure(s) which comply with the provisions of this chapter. The certificate of occupancy shall indicate that the structure(s) that it is issued for have been constructed and approved pursuant to the provisions of this chapter.

(Ord. No. 12-06, § 1, 12-18-2012)



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### **15.50.120 Fees.**

Fees shall be required and collected by the Mono County building division to provide for the cost of administering the provisions of this chapter, in an amount to be duly established and adopted by resolution of the board of supervisors.

(Ord. No. 12-06, § 1, 12-18-2012)

### **15.50.130 Construction requirements.**

- A. The dwelling unit shall have a room or space of not less than two hundred twenty square feet of floor area. An additional one hundred square feet of floor area shall be provided for each occupant in excess of two. The unit shall also be provided with a kitchen sink with a clear working space of thirty inches in front. A separate bathroom containing a water closet, lavatory and bathtub or shower shall be provided. The maximum size of dwelling units and detached structures shall be six hundred forty square feet.
- B. Fireplaces, heating and cooking appliances, and gas piping installed in buildings constructed pursuant to the chapter shall be installed and vented in accordance with the requirements contained in the California Mechanical Code.
- C. A heating facility or appliance shall be installed in each dwelling subject to the provisions of this chapter; however, there shall be no specified requirement for heating capacity or temperature maintenance. The use of solid fuel or solar heating devices shall be deemed as complying with the requirements of this chapter.
- D. No dwelling or appurtenant structure constructed pursuant to this chapter shall be required to be connected to a source of electrical power, or wired, or otherwise fitted for electrification. Where electrical wiring or appliances are installed, the installation shall be in accordance with the applicable requirements contained in the California Electrical Code.
- E. Plumbing equipment and installation shall be in accordance with the applicable requirements contained in the California Plumbing Code.
- F. Potable water shall be available to the dwelling site, although such water need not be pressurized. Where water is not piped from a well, spring, cistern, or other approved source, there shall be a minimum reserve of fifty gallons of potable water available. Hot water need not be provided to serve any structure(s). The Mono County environmental health department shall be the health authority having jurisdiction to provide the approval of potable water.
- G. Sanitary facilities shall be connected to an approved private sewage disposal system or an alternate waste disposal system subject to the inspection and approval of the Mono County environmental health department.
- H. All egress systems, including emergency escape rescue exits in any room(s) that could reasonably be used as sleeping room(s), shall be in conformance with the California Residential Code.
- I. Smoke detectors shall be installed in accordance with the California Residential Code. For dwellings that do not have electrical power, battery operated smoke detectors shall be acceptable.

(Ord. No. 12-06, § 1, 12-18-2012)

### **15.50.140 Fire safety regulations.**

A limited density owner-built rural dwelling permit application shall be reviewed by CalFire for compliance with Public Resources Code Sections 4290 and 4291, as well as for any other requirements CalFire may have

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regarding defensible space. For purposes of this chapter, residential fire sprinklers shall not be required in limited density owner built rural dwellings.

(Ord. No. 12-06, § 1, 12-18-2012)

#### **15.50.150 General plan compliance.**

Limited density owner-built rural dwelling structures shall comply with all applicable development regulations of the Mono County general plan.

(Ord. No. 12-06, § 1, 12-18-2012)

#### **15.50.160 Chapter expiration.**

This chapter is a pilot program. This chapter will expire and be of no further force and effect after December 31, 2014, or after five applications for permits under this chapter have been accepted by the county, whichever occurs last. Notwithstanding the foregoing, applications that have been submitted prior to said expiration date may be processed, including but not limited permit issuance, completion of construction, final inspection of said construction, and issuance of a certificate of occupancy.

(Ord. No. 12-06, § 1, 12-18-2012)

**MONO COUNTY  
PLANNING COMMISSION**

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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](http://www.monocounty.ca.gov)

November 28, 2022

To: The Mammoth Times  
From: Tom Perry  
Re: Legal Notice for the **December 1** edition

Invoice: Heidi Willson, PO Box 347, Mammoth Lakes, CA 93546

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**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that Mono County Board of Supervisors will conduct a public hearing on **December 13, 2022**. As authorized by AB 361, Mono County has declared a state of emergency, local officials have recommended or imposed measures to promote social distancing, and the legislative body has made such findings; therefore the meeting will be accessible remotely by livecast at: <https://monocounty.zoom.us/j/83350211876> or in-person at the Board Chambers, 2nd floor, County Courthouse, Bridgeport, CA, 93517 or via Teleconference Location at the Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA, 93546 where members of the public shall have the right to observe and offer public comment, to consider the following: **9:05 am – Adoption of the California Building Code 2022**. The ordinance will more specifically adopt by reference the 2022 Edition of the California Building Standards Code, incorporating the 2022 California Building Code (Incorporating and Amending the 2021 International Building Code), the 2022 California Administrative Code, the 2022 California Electrical Code (Incorporating and Amending the 2020 National Electric Code), the 2022 California Mechanical Code (Incorporating and Amending the 2021 Uniform Mechanical Code), the 2022 California Plumbing Code (Incorporating and Amending the 2021 Uniform Plumbing Code), the 2022 California Residential Code (Incorporating and Amending the 2021 International Residential Code), the 2022 California Green Building Standards Code, the 2022 California Historical Building Code, the 2022 California Existing Building Code, the 2022 California Energy Code, the 2022 California Reference Standards Code, and the 2016 American Concrete Institute 306R Guide to Cold Weather Concreting together with local amendments to the codes. CEQA Determination: Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment. The agenda packet can be found online: <https://monocounty.ca.gov/bos/page/board-supervisors-170> and hard copies are available for the cost of reproduction by calling 760-924-1800. INTERESTED PERSONS are strongly encouraged to attend the livecast meeting online or to attend in-person; and to **submit comments by 8 am on Tuesday, December 13, 2022, to the Clerk of the Board of Supervisors, PO Box 347, Mammoth Lakes, CA 93546** or by email at [cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov) or via the livecast meeting (technology permitting). If you

challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Clerk of the Board of Supervisors at, or prior to, the public hearing. For additional questions, please contact the Mono County Building Division: Tom Perry, Building Official, PO Box 347, Mammoth Lakes, CA 93546; [tperry@mono.ca.gov](mailto:tperry@mono.ca.gov); 760-924-1809.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 20, 2022

**Departments: Community Development (Building)**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Small Residential Rooftop Solar  
Energy Permit Expediting Ordinance

**AGENDA DESCRIPTION:**

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

Proposed ordinance for Small Residential Rooftop Solar Energy Permit Expediting, as presented at the public hearing before the Board on December 13, 2022.

**RECOMMENDED ACTION:**

Adopt proposed ordinance R22-\_\_\_, Setting Forth Procedures for Expediting Permitting Processing for Small Residential Rooftop Solar Energy Systems.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Tom Perry

**PHONE/EMAIL:** 760-965-3635 / tperry@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">staff report</a>
<a href="#">Ordinance</a>
<a href="#">Exhibit A</a>
<a href="#">Checklist</a>

**History**

Time

Who

Approval

12/16/2022 3:09 PM

County Counsel

Yes

12/16/2022 3:40 PM

Finance

Yes

12/16/2022 4:27 PM

County Administrative Office

Yes

# Mono County Community Development Department

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P.O. Box 347  
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commdev@mono.ca.gov

## BUILDING DIVISION

P.O. Box 8  
Bridgeport, CA 93517  
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[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** 12/20/2022

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

**From:** **Tom Perry, Building Official**

**Re:** **Second reading on the Adoption of Ordinance ORD22-\_\_\_ setting forth an expedited, streamlined permitting process for small residential rooftop solar energy systems as required by Government Code Section 65850.5.**

### RECOMMENDATION

1. Conduct a second reading on the adoption of Ordinance ORD22-\_\_\_
2. Introduce, read title, and waive further reading of a proposed ordinance to adopt an expedited, streamlined permitting process for residential small rooftop solar energy systems as required by Government Code Section
3. Find that the project qualifies as a Categorical Exemption under CEQA guideline section 15061(b)(3) and instruct staff to file a Notice of Exemption.
4. Direct staff to file the modification, if approved, with the California Building Standards Commission; provide further direction to staff.

### FISCAL IMPACT

No fiscal impacts are anticipated.

### BACKGROUND

Assembly Bill 2188 amended Government Code Section 65850.5 to require jurisdictions to establish procedures for expedited, streamlined processes for permitting of residential small rooftop solar energy systems. The amendments to Section 65850.5 include the requirement that a jurisdiction adopt a checklist of requirements with which a permit application for a solar energy system will be eligible for expedited review. A residential small rooftop solar energy system is considered any photovoltaic production system of 10 kilowatts or less mounted on the roof of a qualifying residential structure.

### DISCUSSION

The statute requires the County to establish a checklist containing objective requirements for the installation a residential roof top solar energy system and to create a process for electronic submittal of permit applications. The content of the checklist requires the permit applicant to check the features of the existing electrical service such as rating in amperes, system voltage, grid interconnect ability, system sizing, structural compatibility, and that it complies with County provided prescriptive design or has site specific design generated by California licensed design professional or contractor. Clearances and labeling of the solar energy system equipment must comply with all applicable building and fire safety laws. Section 65850.5 requires that the County's checklist be based on the "California Solar Permitting Guidebook" of the Governor's Office of Planning and Research. The attached proposed ordinance meets these requirements.

Assembly Bill 2188 also clarifies that a jurisdiction shall not condition approval of a permit for a residential small rooftop solar energy system based on the approval of an association as defined in California Civil Code, Section 4080.

For more information on technical code questions, please call Tom Perry at (760) 965-3635.

**ATTACHMENTS**

1. Draft Ordinance ORD22-\_\_\_\_
2. Exhibit A Small Residential Rooftop Solar Energy Expediting Ordinance
3. Checklist for expedited processing for small residential rooftop solar energy systems





1  
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3  
4  
5  
6                   **ORDINANCE NO. ORD 22-\_\_\_\_**  
7                   **AN ORDINANCE OF THE MONO COUNTY BOARD OF**  
8                   **SUPERVISORS AMENDING TITLE 15 OF**  
9                   **THE MONO COUNTY CODE PERTAINING TO**  
10                   **BUILDING REGULATIONS AND UNIFORM CODES**

11                   **WHEREAS**, Title 15 of the Mono County Code contains the Mono County Building  
12                   and Construction ordinances and the Mono County Building Regulations, International  
13                   Codes, and Uniform Codes; and

14                   **WHEREAS**, the California Buildings Standards Code (“State Code”) sets forth the  
15                   uniform and international building standards by way of adoption of specific uniform and  
16                   international building codes and standards by the California Building Standards Commission  
17                   that is binding on the state, other public agencies, and private parties; and

18                   **WHEREAS**, the California Building Standards Commission has adopted the 2022  
19                   California Building Code regulations based on the International Building Code, and has  
20                   adopted revised codes including the 2022 California Electrical Code, the 2022 California  
21                   Plumbing Code, the 2022 California Mechanical Code, the 2022 California Energy Code, the  
22                   2022 California Historical Building Code, the 2022 California Fire Code, the 2022 California  
23                   Residential Code, the 2022 California Green Building Standards Code, the 2022 California  
24                   Administrative Code, the 2022 California Referenced Standards Code, the 2022 California  
25                   Existing Building Code; the 2021 International Property Maintenance Code; and the 2016  
26                   Edition of the American Concrete Institute 306R Guide to Cold Weather Concreting.  
27                   Pursuant to state law each of the adopted state codes becomes effective as of January 1, 2023;  
28                   and further, local agencies are required to adopt such codes by reference pursuant to Health  
                    and Safety Code Section 17922 and Government Code Sections 50022.2 et seq.; and

**WHEREAS**, local agencies, including the County of Mono, may modify the provisions  
                    of the adopted State Building Codes when the local agency determines, and expressly finds,  
                    that such changes or modifications are reasonably necessary because of local climatic,  
                    geological or topographical conditions as provided in Health and Safety Code Sections  
                    17958.5, 17958.7, and 18941.5; and

**WHEREAS**, the Board of Supervisors has previously made findings, and hereby  
                    expressly ratifies said findings, that all of Mono County is a snow area requiring specific  
                    ground snow load requirements, and that due to the climatic, geological, and topographic  
                    conditions found in Mono County that application of high-rise buildings requirements set  
                    forth in Section 403 of Chapter 4 of the 2022 California Building Code shall apply to any  
                    development of structures designed to have occupied floors (such as hotels and

1 condominiums) located more than 50 feet above the lowest levels accessible to fire  
2 department vehicles; and

3 **WHEREAS**, the Board of Supervisors finds that local climatic, geological or  
4 topographical conditions, including snow loads, high winds, and freezing temperatures,  
5 require the addition of the certain specified appendices of the 2022 California Building Code  
6 including Appendix C (Agricultural Buildings), and of the 2022 California Residential Code  
7 including Appendix AJ (Existing Buildings and Structures) and Appendix AQ (Tiny Houses).

8 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
9 **MONO ORDAINS** as follows:

10 **SECTION ONE:** That Title 15 of the Mono County Code is amended and Chapter 15  
11 entitled Building Regulations and Uniform Codes that will read as set forth in Attachment  
12 "A," which is attached hereto and incorporated herein by this reference.

13 **SECTION TWO:** The previous ordinances set forth in Chapter 15 of the Mono  
14 County Code are hereby repealed.

15 **SECTION THREE:** That if any section, subsection, sentence, clause or phrase of this  
16 ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the  
17 validity of the remaining portions of this ordinance. The Mono County Board of Supervisors  
18 hereby declares that it would have passed this ordinance, and each section, subsection, clause  
19 or phrase thereof, irrespective of the fact that any one or more sections, subsections,  
20 sentences, clauses, and phrases be declared unconstitutional.

21 **SECTION FOUR:** This ordinance shall become effective 30 days from the date of its  
22 adoption and final passage following a public hearing to be held pursuant to Government  
23 Code Sections 50022.2 et seq. The Clerk of the Board of Supervisors shall post this ordinance  
24 and also publish the ordinance or a summary thereof in the manner prescribed by  
25 Government Code section 25124 no later than 15 days after the date of this ordinance's  
26 adoption and final passage. If the Clerk fails to so publish this ordinance or a summary  
27 thereof within said 15 day-period, then the ordinance shall not take effect until 30 days after  
28 the date of publication.

**PASSED, APPROVED and ADOPTED** this 6th day of December, 2022 by the  
following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
BOB GARDNER, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

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

## EXHIBIT A: PROPOSED TEXT

Section 15.04.220 (Small Residential Rooftop Solar Energy Permit Expediting Ordinance) is hereby added as follows (no other changes proposed).

### 15.04.220 – Small Residential Rooftop Solar Energy Permit Expediting Ordinance

#### A. Title and Authority.

This Ordinance shall be known as the County of Mono Small Residential Rooftop Energy Permit Expediting Ordinance. The section is enacted pursuant to Government Code section 65850.5 as established by Assembly Bill 2188.

#### B. Purpose and Intent.

The intent of this section is to create an expedited, streamlined permit process that complies with AB 2188 and Government Code section 65850.5 to achieve timely and cost-effective installation of small residential rooftop solar energy systems. This section encourages installation of small residential rooftop solar energy systems by removing unreasonable obstacles to permitting for solar energy systems so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. This section allows the County to achieve these goals while protecting public health and safety.

#### C. Applicability.

1. This section applies to the permitting of small residential rooftop solar energy systems in the unincorporated County of Mono.
2. Routine operation and maintenance shall not require a permit.
3. Small residential rooftop solar energy systems legally established or permitted prior to the Building Official's implementation of an expedited permitting process are not subject to the requirements of this section unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small residential rooftop solar energy system in such a way as to require new permitting.

#### D. Definitions.

1. "Electronic submittal" means the utilization of one or more of the following:
  - (a) Email.
  - (b) The Internet.
  - (c) Facsimile.
2. "Small residential rooftop solar energy system" means a system that meets all of the following criteria:
  - a. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
  - b. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the Town, and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

## EXHIBIT A: PROPOSED TEXT

- c. A solar energy system that is installed on a single or duplex family dwelling.
  - d. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.
  3. "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
  4. "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the County on another similarly situated application in a prior successful application for a permit.
  5. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
- E. Small Residential Rooftop Solar Energy System Requirements
1. All small residential rooftop solar energy systems shall meet applicable health and safety standards and requirements of local, state, and federal law.
  2. Small residential rooftop solar energy systems shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.
- F. Application Standards
1. The Building Division shall adopt a checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible.
  2. All documents required for submission of a small residential rooftop solar energy system application will be made available on Mono County Building Division's website.
  3. The County will accept an electronic signature on all forms, applications and other documents in lieu of a wet signature by an applicant.
  4. In developing the expedited permitting process and checklist, the Building Official may refer to the recommendations contained in the most recent version of the "California Solar Permitting Guidebook" as adopted by the Governor's Office of Planning and Research. The Building Official may modify the checklists and standards found in the Guidebook due to unique climactic, geological, seismological, or topographical conditions.

## EXHIBIT A: PROPOSED TEXT

### G. Expedited Permitting Process and Permit Review

1. A permit application that satisfies the information requirements in the County's adopted checklist shall be deemed complete and be promptly processed, as set forth in Government Code Section 65850.5(g)(1).
2. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the County adopted checklist, and is consistent with all applicable laws, the Building Official shall, within times set forth in Government Code Section 65850.5(g)(1) and consistent with Government Code Section 65850.5, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or use the small residential rooftop solar energy system until approval is granted by the County following a final inspection.
3. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
4. The Building Official may require an applicant to apply for a conditional use permit if the official makes a written finding, based on substantial evidence, that the proposed small residential rooftop solar energy system could have a specific, adverse impact upon the public health or safety and conditions are necessary. The decision of the Building Official may be appealed to the Mono County Planning Commission in accordance with Mono County Code.
5. The County shall not deny an application for a use permit to install a small residential rooftop solar energy system unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.
6. Consistent with Government Code Section 65850.5, the Building Official shall not condition the approval for any small residential rooftop solar energy system permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.
7. Any conditions imposed on an application to install a small residential rooftop solar energy system shall be designed to mitigate the specific adverse impact upon the public health or safety at the lowest cost possible.
8. This expedited permitting process is intended to apply only to applications for permits for small residential rooftop solar energy systems and will not expedite the review of any other permit applications.

**MONO COUNTY CHECKLIST FOR EXPEDITED PROCESSING OF SMALL  
RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEM PERMITS**

**GENERAL REQUIREMENTS**

- A. System size is 10 kW AC CEC rating or less.  Y  N
- B. The solar array is roof-mounted on one- or two-family dwelling or accessory structure.  Y  N
- C. The solar panel/module arrays will not exceed the maximum legal building height.  Y  N
- D. Solar system is utility interactive and without battery storage.  Y  N
- E. Permit application is completed and attached.  Y  N

**ELECTRICAL REQUIREMENTS**

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- No more than four photovoltaic module strings are connected to each Maximum PowerPoint Tracking (MPPT) input where source circuit fusing is included in the inverter.  Y  N
- 1) No more than two strings per MPPT input where source circuit fusing is not included.  Y  N
- 2) Fuses (if needed) are rated to the series fuse rating of the PV module.  Y  N
- 3) No more than one non-inverter-integrated DC combiner is utilized per inverter.  Y  N
- A. For central inverter systems: No more than two inverters are utilized.  Y  N
- B. The PV system is interconnected to a single-phase AC service panel of nominal 120/220 Vac with a bus bar rating of 225 A or less.  Y  N
- C. The PV system is connected to the load side of the utility distribution equipment.  Y  N
- D. A Solar PV Standard Plan and supporting documentation is completed and attached.  Y  N

**STRUCTURAL REQUIREMENTS**

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- A. A completed Structural Criteria and supporting documentation is attached.  Y  N
- B. The roof has a single roof covering without a roof overlay.  Y  N

**FIRE SAFETY REQUIREMENTS**

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- A. Clear access pathways provided.  Y  N
- B. Fire classification solar system is provided.  Y  N
- C. All required markings and labels are provided showing location of each and the verbiage.  Y  N
- D. A diagram of the roof layout of all panels, modules, clear access pathways and approximate locations of electrical disconnecting means and roof access points is completed and attached.  Y  N

**AGREEMENT**

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As the responsible contractor or authorized agent for the project I understand that I am responsible for the accuracy of all information provided in this application. I also understand that revisions to this project will result in a revised application and plan review submitted to the building division which may not be eligible for expedited solar permit issuance.

Contractor/Authorized Agent Name: \_\_\_\_\_ (Please Print)

Contractor/Authorized Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTES and OTHER INFORMATION:**

1. Size of existing service main:  200 amp  125 amp  100 amp  other \_\_\_\_\_
2. Will the service main be upgraded and / or replaced? Yes  No
3. Size of new service main:  200 amp  125 amp  100 amp  other \_\_\_\_\_

*Additional Notes:*

- *These criteria are intended for an expedited solar permitting process pursuant to MCMC Section 15.04.220 and Government Code Section 65850.5.*
- *If any items are checked NO, revise design to fit within the eligibility checklist, otherwise the permit application may go through the County's standard process.*



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** December 20, 2022

**Departments: CAO**

**TIME REQUIRED** 10 minutes

**PERSONS** Robert C. Lawton, CAO

**SUBJECT** Resolution Implementing Cost of  
Living Adjustment for Unrepresented  
Employees

**APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Proposed resolution establishing and adjusting the base compensation for unrepresented at-will employees to implement a 2% cost of living adjustment (COLA) for calendar year 2023.

### RECOMMENDED ACTION:

Adopt proposed resolution R22-\_\_\_, Establishing and adjusting the base compensation for unrepresented at-will employees to implement a 2% cost of living adjustment for calendar year 2023. Provide any desired direction to staff.

### FISCAL IMPACT:

The estimated incremental increase in salaries and benefits is approximately \$145,000 of which \$111,000 is the share for the County's General Fund (GF) and \$34,000 is the share for funds outside of the GF. This estimate includes the costs for salary, pension, Medicare taxes, and state disability contributions. These costs were not included in the FY22/23 adopted budget. If necessary, budget adjustments will be included during the mid-year review.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 17606483270 / ssimon@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff report](#)

[Resolution](#)

[Exhibit A](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/16/2022 10:44 AM	County Counsel	Yes
12/16/2022 7:47 AM	Finance	Yes
12/16/2022 4:26 PM	County Administrative Office	Yes





**COUNTY ADMINISTRATIVE OFFICER**  
**COUNTY OF MONO**  
Robert C. Lawton  
PO Box 696  
Bridgeport, CA 93517-0696  
(760) 932-5410  
[rlawton@mono.ca.gov](mailto:rlawton@mono.ca.gov)  
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December 20, 2022

**BOARD OF SUPERVISORS**

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**VICE CHAIR**

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Stacy Corless / District 5

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**ANIMAL SERVICES**

Malinda Huggans

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Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Scheereen Dedman

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

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Janet Dutcher

CPA, CGFM, MPA

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**PROBATION**

Karin Humiston

**PUBLIC HEALTH**

Kathy Peterson "Interim"

**PUBLIC WORKS**

Paul Roten

**SOCIAL SERVICES**

Kathy Peterson

To: Board of Supervisors

Fm: Robert C. Lawton, County Administrator

Re: Essential worker pay

**Recommended Action**

Adopt proposed resolution approving essential worker pay for specified employees as described in the American Rescue Plan of 2021 and consistent with Local Assistance and Tribal Consistency Fund guidelines.

**Discussion**

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), which is a part of the American Rescue Plan Act of 2021 (ARPA), provided \$350 billion to state, local and Tribal governments (including Mono County) to ensure that they have the resources needed to, among other things, maintain public services amid declines in revenue by providing premium pay to eligible workers needed to maintain continuity of operations of essential critical infrastructure sectors.

The SLFRF defines eligible workers as those needed to maintain continuity of operations of essential critical infrastructure sectors, including members of a state, local, or Tribal government workforce. Payment under the SLFRF may not exceed \$25,000 for any single worker.

The Local Assistance and Tribal Consistency Fund (LATCF), also enacted by ARPA, provided additional funds to Mono County for use on any governmental purpose, with the exception of lobbying.

In light of the availability of these and other funding sources, the significant risks and sacrifices made by Mono County's workforce during the height of the Coronavirus pandemic and the necessity of retaining the County's trained and valued workforce, it is recommended that the Board approve a one-time payment to appointed employees of Mono County who worked, and continue to work, to maintain essential critical infrastructure, as follows:

- Current employees who worked at least 32-hours/week between March 4, 2020 and February 25, 2022 - \$2500

- Current employees who worked at least 32 hours/week between March 1, 2021 and February 25, 2022 - \$1250

The above dates reflect the following significant events:

1. March 4, 2020 – The date of Governor Newsom’s Proclamation of Emergency due to COVID-19
2. February 25, 2022 – The date the Governor rescinded the bulk of COVID-19 restrictions
3. March 1, 2021 – The date that is exactly halfway between March 4, 2020, and February 25, 2022

Payment to eligible employees would be made as part of the next pay cycle, with checks scheduled to be cut on December 30,2021.



RESOLUTION NO. R22-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS ESTABLISHING AND  
ADJUSTING THE BASE COMPENSATION FOR  
UNREPRESENTED AT-WILL EMPLOYEES TO  
IMPLEMENT A 2% COST OF LIVING ADJUSTMENT**

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

**WHEREAS**, certain County management-level employees are not members of any bargaining unit, but instead are employed pursuant to at-will employment agreements (hereinafter the ‘Unrepresented Employees’); and

**WHEREAS**, on June 15, 2021, the Board of Supervisors adopted R21-44, approving and implementing the Mono County Policy Regarding Compensation of At-Will and Elected Management-Level Officers and Employees (hereinafter the “Management Compensation Policy” or “Policy”) and associated Salary Matrix applicable to said officers and employees, and most recently updated by Resolution R22-98 (the “Salary Matrix”); and

**WHEREAS**, the Management Compensation Policy eliminated COLAs for Unrepresented Employees and elected department heads for the years 2022 and 2023, in favor of a classification and compensation study which would be conducted in January of 2024, and thereafter implemented in accordance with the Policy; and

**WHEREAS**, since the Policy and Salary Matrix were adopted, the rate of inflation in the United States, including in Mono County, has risen significantly, with consumer prices rising 9.1% during the twelve-month period ending on June 30, 2022; and

**WHEREAS**, the Memorandum of Understanding (MOU) with the County’s largest bargaining unit, the Mono County Public Employees (MCPE), provides for a two percent (2%) cost of living adjustment (COLA) for all MCPE employees, effective January 1, 2023, as do the MOUs with the Deputy Sheriffs’ Association and the Deputy Probation Officers’ Unit, while MOUs with the remaining bargaining units addressed inflation through salary increases; and

1           **WHEREAS**, in recognition of the significant impact which cost of living increases have  
2 had on all its employees, the Board of Supervisors wishes to implement a COLA for its  
3 Unrepresented Employees in the amount provided to MCPE employees;

4           **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS**  
5 **OF THE COUNTY OF MONO** as follows:

6           **SECTION ONE:** Notwithstanding anything to the contrary in the Management Benefits  
7 Policy, the base salary for all positions which are at-will and appointed (i.e., not elected) shall be  
8 increased to the amounts shown on the Salary Matrix which is attached hereto as Exhibit A and  
9 incorporated by this reference, beginning with the pay period commencing on December 25,  
2022.

10           **SECTION TWO:** Effective December 25, 2022, this Resolution shall supersede and  
11 replace, in its entirety, Resolution R22-98, which shall be of no further force or effect.

12           **SECTION THREE:** It is the Board’s intention in implementing this COLA for  
13 Unrepresented Employees to mirror the COLA to be provided to members of the MCPE  
14 bargaining unit pursuant to the Memorandum of Understanding between the County of Mono  
15 and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO on behalf of  
16 MCPE (the MOU). In the event that the percentage COLA to be provided to MCPE members  
17 under the MOU are modified for 2023, then the percentage adjustments in this Resolution shall  
be similarly modified, to take effect prospectively only.

18           **SECTION FOUR:** The County Administrative Officer and the Director of Finance are  
19 authorized and directed to take such steps as may be necessary to adjust the affected salaries in  
20 accordance with this Resolution and Exhibit A.

21           **PASSED, APPROVED and ADOPTED** this 20<sup>th</sup> day of December, 2022, by the  
22 following vote, to wit:

23           **AYES:**

24           **NOES:**

25           **ABSENT:**

26           **ABSTAIN:**

27  
28           \_\_\_\_\_  
29           Bob Gardner, Chair  
30           Mono County Board of Supervisors

31           **ATTEST:**

31           **APPROVED AS TO FORM:**

32           \_\_\_\_\_  
32           Clerk of the Board

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

**Mono County  
Salary Recommendations  
Benchmark Classes set to Market 65th Percentile**

Line	Classification Job Title	Current Range Max	Market Deviation	Table Rounded Range	Table Rounded Range Max	Percent Change	Internal Alignment/Salary Setting Rationale
0							
1	Board Chairperson	\$ 53,544			\$62,424	16.6%	Maintain same percentage relationship to Board Member
2	Board Member	\$ 49,308	-16.6%		\$57,504	16.6%	Benchmark; set to market
3							
4	County Administrative Officer	\$ 185,850	-12.4%	25	\$206,957	11.4%	Benchmark; set to market
5	Assistant County Administrative Officer	\$ 150,000		21	\$170,264	13.5%	Same as Director of Finance
6	Assistant to the County Administrative Officer	\$ 90,876	-5.4%	9	\$94,809	4.3%	Benchmark; set to market
7							
8	County Clerk / Recorder	\$ 119,774	-0.1%	14	\$121,004	1.0%	Benchmark; set to market
9	Assistant Clerk / Recorder	\$ 90,868	-8.0%	10	\$99,550	9.6%	Benchmark; set to market
10							
11	County Assessor	\$ 123,900	-5.1%	16	\$133,406	7.7%	Benchmark; set to market
12	Assistant Assessor	\$ 107,890		13	\$115,242	6.8%	Approx. 15% below Assessor
13							
14	District Attorney	\$ 157,275	-10.3%	21	\$170,264	8.3%	Benchmark; set to market
15	Assistant District Attorney	\$ 132,077	-9.0%	18	\$147,081	11.4%	Benchmark; set to market
16	Deputy District Attorney III	\$ 121,298	-2.9%	15	\$127,054	4.7%	Benchmark; set to market
17	District Attorney Operations and Prg Supervisor	\$ 81,749	+9.7%	4	\$74,286	-9.1%	Benchmark; set to market
18							
19	District Attorney Chief Investigator	\$ 121,298	+11.0%	15	\$127,054	4.7%	Benchmark; set to market; SCS*
20	District Attorney Investigator II	\$ 103,680	+7.5%	11	\$104,527	0.8%	Benchmark; set to market; SCS*
21							
22	County Counsel	\$ 185,850	-9.2%	25	\$206,957	11.4%	Benchmark; set to market
23	Assistant County Counsel	\$ 132,077	-8.5%	18	\$147,081	11.4%	Benchmark; set to market; maintain parity with Assistant DA
24	Deputy County Counsel III	\$ 117,480		15	\$127,054	8.1%	Approx. 10% above Deputy County Counsel II
25	Deputy County Counsel II	\$ 110,532	+1.3%	13	\$115,242	4.3%	Benchmark; set to market; SCS*
26	Deputy County Counsel I	--		11	\$104,527	--	Approx. 10% below Deputy County Counsel II
27							
28	Director of Finance	\$ 150,390	-10.6%	21	\$170,264	13.2%	Benchmark; set to market; 10% above Auditor/Controller Data
29	Assistant Director of Finance	\$ 111,510	-7.5%	14	\$121,004	8.5%	Benchmark; set to market
30							
31	Human Resources Director	\$ 129,067	-2.0%	16	\$133,406	3.4%	Benchmark; set to market
32	Risk Manager	\$ 94,994		12	\$109,754	15.5%	Approx. 20% below HR Director
33							
34	Director of Information Technology	\$ 154,875	+5.3%	21	\$170,264	9.9%	Benchmark; set to market; same as Finance Director
35							
36	Director of Community Development	\$ 132,164	-14.0%	18	\$147,081	11.3%	Benchmark; set to market
37							
38	Director of Economic Development	\$ 119,774		16	\$133,406	11.4%	Approx. 10% below Community Development Director
39	Economic Development Manager	\$ 90,856		12	\$109,754	20.8%	Approx. 10% below Housing Coordinator
40							
41	Housing Coordinator	\$ 108,412		14	\$121,004	11.6%	Approx. 10% below Economic Development Director
42							
43	Eastern Sierra Recreation Coordinator	\$ 70,224		5	\$78,000	11.1%	Approx. 20% below Assistant to the CAO
44							
45	Director of Animal Services	New		6	\$81,900	--	Benchmark; set to market
46							
47	Director of Behavioral Health	\$ 132,164	-10.9%	18	\$147,081	11.3%	Benchmark; set to market
48	Director of Public Health	\$ 132,164		18	\$147,081	11.3%	Same as Director of Behavioral Health
49	Public Health Officer	\$ 218,400	-3.1%	27	\$228,170	4.5%	Benchmark; set to market
50							
51	Chief of Emergency Medical Services	\$ 123,900		17	\$140,077	13.1%	Approx. 5% below Public Health Director
52							
53	Director of Social Services	\$ 132,164		18	\$147,081	11.3%	Same as Director of Behavioral Health
54	Environmental Health Manager	\$ 112,353	+3.1%	13	\$115,242	2.6%	Benchmark; set to market; SCS*
55							
56	Director of Public Works / Road Operations	\$ 144,554	-12.3%	20	\$162,156	12.2%	Benchmark; set to market
57	County Engineer	\$ 126,024	-3.0%	15	\$127,054	0.8%	Benchmark; set to market
58	Public Works Project Manager	\$ 82,493		9	\$94,809	14.9%	Approx. 10% below Road Superintendent
59	Road Superintendent	\$ 102,144		11	\$104,527	2.3%	Same as Parks and Facilities Superintendent
60	Solid Waste Superintendent	\$ 92,268		9	\$94,809	2.8%	Approx. 10% below Parks and Facilities Superintendent
61	Parks and Facilities Superintendent	\$ 103,246	+5.4%	11	\$104,527	1.2%	Benchmark; set to market; SCS*
62							
63	Chief Probation Officer	\$ 132,164	-15.3%	19	\$154,435	16.9%	Benchmark; set to market
64							
65	Sheriff-Coroner	\$ 146,484		21	\$170,264	16.2%	Approx. 10% above Undersheriff
66	Undersheriff	\$ 148,923	+1.2%	19	\$154,435	3.7%	Benchmark; set to market; SCS*
67							

# EXHIBIT A

**Mono County  
Salary Matrix  
5% between ranges; 5% between steps**

Class Title	Range #	Period	Step A	Step B	Step C	Step D
	1	Hourly	\$ 25.89	\$ 27.18	\$ 28.54	\$ 29.97
		Bi-weekly	\$ 2,071	\$ 2,175	\$ 2,283	\$ 2,398
		Monthly	\$ 4,487	\$ 4,712	\$ 4,947	\$ 5,195
		Annual	\$ 53,849	\$ 56,542	\$ 59,369	\$ 62,337
HR Specialist	2	Hourly	\$ 27.18	\$ 28.54	\$ 29.97	\$ 31.47
		Bi-weekly	\$ 2,175	\$ 2,283	\$ 2,398	\$ 2,517
		Monthly	\$ 4,712	\$ 4,947	\$ 5,195	\$ 5,455
		Annual	\$ 56,542	\$ 59,369	\$ 62,337	\$ 65,454
	3	Hourly	\$ 28.54	\$ 29.97	\$ 31.47	\$ 33.04
		Bi-weekly	\$ 2,283	\$ 2,398	\$ 2,517	\$ 2,643
		Monthly	\$ 4,947	\$ 5,195	\$ 5,455	\$ 5,727
		Annual	\$ 59,369	\$ 62,337	\$ 65,454	\$ 68,727
HR Generalist	4	Hourly	\$ 29.97	\$ 31.47	\$ 33.04	\$ 34.69
		Bi-weekly	\$ 2,398	\$ 2,517	\$ 2,643	\$ 2,775
		Monthly	\$ 5,195	\$ 5,455	\$ 5,727	\$ 6,014
		Annual	\$ 62,337	\$ 65,454	\$ 68,727	\$ 72,163
Director of Animal Services	5	Hourly	\$ 31.47	\$ 33.04	\$ 34.69	\$ 36.43
		Bi-weekly	\$ 2,517	\$ 2,643	\$ 2,775	\$ 2,914
		Monthly	\$ 5,455	\$ 5,727	\$ 6,014	\$ 6,314
		Annual	\$ 65,454	\$ 68,727	\$ 72,163	\$ 75,772
	6	Hourly	\$ 33.04	\$ 34.69	\$ 36.43	\$ 38.25
		Bi-weekly	\$ 2,643	\$ 2,775	\$ 2,914	\$ 3,060
		Monthly	\$ 5,727	\$ 6,014	\$ 6,314	\$ 6,630
		Annual	\$ 68,727	\$ 72,163	\$ 75,772	\$ 79,560
DA Operations and Program Supervisor	7	Hourly	\$ 34.69	\$ 36.43	\$ 38.25	\$ 40.16
		Bi-weekly	\$ 2,775	\$ 2,914	\$ 3,060	\$ 3,213
		Monthly	\$ 6,014	\$ 6,314	\$ 6,630	\$ 6,962
		Annual	\$ 72,163	\$ 75,772	\$ 79,560	\$ 83,538
Assistant to the CAO Public Works Project Manager Solid Waste Superintendent Outdoor Recreation Manager	8	Hourly	\$ 36.43	\$ 38.25	\$ 40.16	\$ 42.17
		Bi-weekly	\$ 2,914	\$ 3,060	\$ 3,213	\$ 3,374
		Monthly	\$ 6,314	\$ 6,630	\$ 6,962	\$ 7,310
		Annual	\$ 75,772	\$ 79,560	\$ 83,538	\$ 87,715
Assistant Clerk / Recorder	9	Hourly	\$ 38.25	\$ 40.16	\$ 42.17	\$ 44.28
		Bi-weekly	\$ 3,060	\$ 3,213	\$ 3,374	\$ 3,542
		Monthly	\$ 6,630	\$ 6,962	\$ 7,310	\$ 7,675
		Annual	\$ 79,560	\$ 83,538	\$ 87,715	\$ 92,101
Deputy County Counsel I District Attorney Investigator II Parks and Facilities Superintendent	10	Hourly	\$ 40.16	\$ 42.17	\$ 44.28	\$ 46.49
		Bi-weekly	\$ 3,213	\$ 3,374	\$ 3,542	\$ 3,719
		Monthly	\$ 6,962	\$ 7,310	\$ 7,675	\$ 8,059
		Annual	\$ 83,538	\$ 87,715	\$ 92,101	\$ 96,705
Risk Manager Economic Development Manager	11	Hourly	\$ 42.17	\$ 44.28	\$ 46.49	\$ 48.82
		Bi-weekly	\$ 3,374	\$ 3,542	\$ 3,719	\$ 3,905
		Monthly	\$ 7,310	\$ 7,675	\$ 8,059	\$ 8,462
		Annual	\$ 87,715	\$ 92,101	\$ 96,705	\$ 101,541
Assistant Assessor Deputy County Counsel II Environmental Health Manager	12	Hourly	\$ 44.28	\$ 46.49	\$ 48.82	\$ 51.26
		Bi-weekly	\$ 3,542	\$ 3,719	\$ 3,905	\$ 4,101
		Monthly	\$ 7,675	\$ 8,059	\$ 8,462	\$ 8,885
		Annual	\$ 92,101	\$ 96,705	\$ 101,541	\$ 106,618
County Clerk / Recorder Assistant Director of Finance Housing Coordinator Roads Operations and Flee Superintendent Child and Adult Services Manager	13	Hourly	\$ 46.49	\$ 48.82	\$ 51.26	\$ 53.82
		Bi-weekly	\$ 3,719	\$ 3,905	\$ 4,101	\$ 4,306
		Monthly	\$ 8,059	\$ 8,462	\$ 8,885	\$ 9,329
		Annual	\$ 96,705	\$ 101,541	\$ 106,618	\$ 111,949
	14	Hourly	\$ 48.82	\$ 51.26	\$ 53.82	\$ 56.51
		Bi-weekly	\$ 3,905	\$ 4,101	\$ 4,306	\$ 4,521
		Monthly	\$ 8,462	\$ 8,885	\$ 9,329	\$ 9,796
		Annual	\$ 101,541	\$ 106,618	\$ 111,949	\$ 117,547

**Mono County**

**Salary Matrix**

**5% between ranges; 5% between steps**

<b>Class Title</b>	<b>Range #</b>	<b>Period</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>
Deputy County Counsel III	15	Hourly	\$ 51.26	\$ 53.82	\$ 56.51	\$ 59.34
Deputy District Attorney III		Bi-weekly	\$ 4,101	\$ 4,306	\$ 4,521	\$ 4,747
District Attorney Chief Investigator		Monthly	\$ 8,885	\$ 9,329	\$ 9,796	\$ 10,285
County Engineer		Annual	\$ 106,618	\$ 111,949	\$ 117,547	\$ 123,424

**Mono County  
Salary Matrix  
5% between ranges; 5% between steps**

Class Title	Range #	Period	Step A	Step B	Step C	Step D
Director of Economic Development	16	Hourly	\$ 53.82	\$ 56.51	\$ 59.34	\$ 62.31
		Bi-weekly	\$ 4,306	\$ 4,521	\$ 4,747	\$ 4,984
		Monthly	\$ 9,329	\$ 9,796	\$ 10,285	\$ 10,800
		Annual	\$ 111,949	\$ 117,547	\$ 123,424	\$ 129,595
County Assessor	16A	Hourly	\$ 52.77	\$ 55.40	\$ 58.18	\$ 61.08
		Bi-weekly	\$ 4,221	\$ 4,432	\$ 4,654	\$ 4,887
		Monthly	\$ 9,146	\$ 9,603	\$ 10,084	\$ 10,588
		Annual	\$ 109,754	\$ 115,242	\$ 121,004	\$ 127,054
Chief of Emergency Medical Services Budget Officer	17	Hourly	\$ 56.51	\$ 59.34	\$ 62.31	\$ 65.42
		Bi-weekly	\$ 4,521	\$ 4,747	\$ 4,984	\$ 5,234
		Monthly	\$ 9,796	\$ 10,285	\$ 10,800	\$ 11,340
		Annual	\$ 117,547	\$ 123,424	\$ 129,595	\$ 136,074
Assistant County Counsel Assistant District Attorney Director of Behavioral Health Director of Community Development Director of Public Health Director of Social Services	18	Hourly	\$ 59.34	\$ 62.31	\$ 65.42	\$ 68.69
		Bi-weekly	\$ 4,747	\$ 4,984	\$ 5,234	\$ 5,495
		Monthly	\$ 10,285	\$ 10,800	\$ 11,340	\$ 11,907
		Annual	\$ 123,424	\$ 129,595	\$ 136,074	\$ 142,879
Chief Probation Officer Undersheriff	19	Hourly	\$ 62.31	\$ 65.42	\$ 68.69	\$ 72.13
		Bi-weekly	\$ 4,984	\$ 5,234	\$ 5,495	\$ 5,770
		Monthly	\$ 10,800	\$ 11,340	\$ 11,907	\$ 12,502
		Annual	\$ 129,595	\$ 136,074	\$ 142,879	\$ 150,023
Director of Public Works / Road Operations	20	Hourly	\$ 65.42	\$ 68.69	\$ 72.13	\$ 75.73
		Bi-weekly	\$ 5,234	\$ 5,495	\$ 5,770	\$ 6,059
		Monthly	\$ 11,340	\$ 11,907	\$ 12,502	\$ 13,127
		Annual	\$ 136,074	\$ 142,879	\$ 150,023	\$ 157,524
Assistant County Administrative Officer Chief People Officer Director of Finance Director of Information Technology	21	Hourly	\$ 68.69	\$ 72.13	\$ 75.73	\$ 79.52
		Bi-weekly	\$ 5,495	\$ 5,770	\$ 6,059	\$ 6,362
		Monthly	\$ 11,907	\$ 12,502	\$ 13,127	\$ 13,783
		Annual	\$ 142,879	\$ 150,023	\$ 157,524	\$ 165,399
District Attorney Sheriff-Coroner	21A	Hourly	67.34	70.71	74.25	77.96
		Bi-Weekly	\$ 5,388	\$ 5,657	\$ 5,940	\$ 6,237
		Monthly	\$ 11,673	\$ 12,257	\$ 12,870	\$ 13,513
		Annual	\$ 140,077	\$ 147,081	\$ 154,435	\$ 162,156
	22	Hourly	\$ 72.13	\$ 75.73	\$ 79.52	\$ 83.49
		Bi-weekly	\$ 5,770	\$ 6,059	\$ 6,362	\$ 6,680
		Monthly	\$ 12,502	\$ 13,127	\$ 13,783	\$ 14,472
		Annual	\$ 150,023	\$ 157,524	\$ 165,399	\$ 173,669
	23	Hourly	\$ 75.73	\$ 79.52	\$ 83.49	\$ 87.67
		Bi-weekly	\$ 6,059	\$ 6,362	\$ 6,680	\$ 7,014
		Monthly	\$ 13,127	\$ 13,783	\$ 14,472	\$ 15,196
		Annual	\$ 157,524	\$ 165,399	\$ 173,669	\$ 182,353
	24	Hourly	\$ 79.52	\$ 83.49	\$ 87.67	\$ 92.05
		Bi-weekly	\$ 6,362	\$ 6,680	\$ 7,014	\$ 7,364
		Monthly	\$ 13,783	\$ 14,472	\$ 15,196	\$ 15,956
		Annual	\$ 165,399	\$ 173,669	\$ 182,353	\$ 191,470
County Administrative Officer County Counsel	25	Hourly	\$ 83.49	\$ 87.67	\$ 92.05	\$ 96.66
		Bi-weekly	\$ 6,680	\$ 7,014	\$ 7,364	\$ 7,732
		Monthly	\$ 14,472	\$ 15,196	\$ 15,956	\$ 16,754
		Annual	\$ 173,669	\$ 182,353	\$ 191,470	\$ 201,044
	26	Hourly	\$ 87.67	\$ 92.05	\$ 96.66	\$ 101.49
		Bi-weekly	\$ 7,014	\$ 7,364	\$ 7,732	\$ 8,119
		Monthly	\$ 15,196	\$ 15,956	\$ 16,754	\$ 17,591
		Annual	\$ 182,353	\$ 191,470	\$ 201,044	\$ 211,096
Public Health Officer	27	Hourly	\$ 92.05	\$ 96.66	\$ 101.49	\$ 106.56
		Bi-weekly	\$ 7,364	\$ 7,732	\$ 8,119	\$ 8,525
		Monthly	\$ 15,956	\$ 16,754	\$ 17,591	\$ 18,471
		Annual	\$ 191,470	\$ 201,044	\$ 211,096	\$ 221,651
	28	Hourly	\$ 96.66	\$ 101.49	\$ 106.56	\$ 111.89



**Mono County**  
**Salary Matrix**  
**5% between ranges; 5% between steps**

Class Title	Range #	Period	Step A	Step B	Step C	Step D
		Bi-weekly	\$ 7,732	\$ 8,119	\$ 8,525	\$ 8,951
		Monthly	\$ 16,754	\$ 17,591	\$ 18,471	\$ 19,394
		Annual	\$ 201,044	\$ 211,096	\$ 221,651	\$ 232,733
	29	Hourly	\$ 101.49	\$ 106.56	\$ 111.89	\$ 117.49
		Bi-weekly	\$ 8,119	\$ 8,525	\$ 8,951	\$ 9,399
		Monthly	\$ 17,591	\$ 18,471	\$ 19,394	\$ 20,364
		Annual	\$ 211,096	\$ 221,651	\$ 232,733	\$ 244,371
	30	Hourly	\$ 106.56	\$ 111.89	\$ 117.49	\$ 123.36
		Bi-weekly	\$ 8,525	\$ 8,951	\$ 9,399	\$ 9,869
		Monthly	\$ 18,471	\$ 19,394	\$ 20,364	\$ 21,382
		Annual	\$ 221,651	\$ 232,733	\$ 244,371	\$ 256,589

## EXHIBIT B

### Mono County

### Base Salary Adjustments

For Incumbent At-Will Employees and Elected Officials (excluding members of the Board of Supervisors)

Current Title	Current Salary	Range	Nearest Dollar Placement			
			Step	Salary	\$ Change	% Change
Assistant Assessor	\$ 8,991	13	D	\$9,146	\$155	1.7%
Assistant County Administrative Officer	\$ 12,500	21	C	\$12,870	\$370	3.0%
Assistant County Counsel	\$ 11,007	18	C	\$11,117	\$111	1.0%
Assistant Director of Finance	\$ 9,293	14	D	\$9,603	\$311	3.3%
Assistant District Attorney	\$ 11,006	18	C	\$11,117	\$111	1.0%
Assistant to the Chief Administrative Officer	\$ 7,573	9	E	\$7,901	\$328	4.3%
Chief of Emergency Medical Services	\$ 10,325	17	C	\$10,588	\$263	2.5%
Chief Probation Officer	\$ 11,014	19	B	\$11,117	\$104	0.9%
County Administrative Officer	\$ 15,000	25	C	\$15,643	\$643	4.3%
County Assessor	\$ 10,325	16	E	\$11,117	\$792	7.7%
County Clerk / Recorder	\$ 9,981	14	E	\$10,084	\$102	1.0%
County Counsel	\$ 15,488	25	C	\$15,643	\$156	1.0%
County Engineer	\$ 10,502	15	E	\$10,588	\$86	0.8%
Deputy County Counsel II	\$ 9,211	13	E	\$9,603	\$392	4.3%
Deputy District Attorney III	\$ 10,108	15	E	\$10,588	\$480	4.7%
Director of Behavioral Health	\$ 11,014	18	C	\$11,117	\$104	0.9%
Director of Community Development	\$ 11,014	18	C	\$11,117	\$104	0.9%
Director of Economic Development	\$ 9,981	16	C	\$10,084	\$102	1.0%
Director of Finance	\$ 12,532	21	C	\$12,870	\$337	2.7%
Director of Information Technology	\$ 12,906	21	D	\$13,513	\$607	4.7%
Director of Public Health	\$ 11,014	18	C	\$11,117	\$103	0.9%
Director of Public Works /Road Operations	\$ 12,046	20	C	\$12,257	\$211	1.7%
Director of Social Services	\$ 11,014	18	C	\$11,117	\$104	0.9%
District Attorney	\$ 13,106	21	E	\$14,189	\$1,082	8.3%
District Attorney Chief Investigator	\$ 10,094	15	E	\$10,588	\$494	4.9%
District Attorney Investigator II	\$ 8,640	11	E	\$8,711	\$71	0.8%
District Attorney Operations and Prg Supervisor	\$ 6,812	4	Y	\$6,812	\$0	0.0%
Eastern Sierra Recreation Coordinator	\$ 5,852	5	C	\$5,896	\$44	0.7%
Economic Development Manager	\$ 7,571	12	B	\$7,901	\$329	4.4%
Environmental Health Manager	\$ 9,363	13	E	\$9,603	\$241	2.6%
Parks and Facilities Superintendent	\$ 8,604	11	E	\$8,711	\$107	1.2%
Public Works Project Manager	\$ 6,874	9	C	\$7,166	\$292	4.2%
Risk Manager	\$ 7,916	12	C	\$8,296	\$380	4.8%
Road Superintendent	\$ 8,608	11	E	\$8,711	\$103	1.2%
Sheriff-Coroner	\$ 12,604	21	E	\$14,189	\$1,585	12.6%
Solid Waste Superintendent	\$ 7,689	9	E	\$7,901	\$212	2.8%
Undersheriff	\$ 12,783	19	E	\$12,870	\$87	0.7%

**Mono County**  
**Cost Implementation - Base Salary Adjustments**  
**Board of Supervisors Members**

Current Title	Current Salary	Range	Nearest Dollar Placement			
			Step	Salary	\$ Change	% Change
Board Chairperson	\$ 4,462			\$5,202	\$740	16.6%
Board Member	\$ 4,109			\$4,792	\$683	16.6%
Board Member	\$ 4,109			\$4,792	\$683	16.6%
Board Member	\$ 4,109			\$4,792	\$683	16.6%
Board Member	\$ 4,109			\$4,792	\$683	16.6%
	<b>\$20,898</b>			<b>\$24,370</b>	<b>\$3,472</b>	<b>16.6%</b>
	<b>\$250,776</b>			<b>\$292,440</b>	<b>\$41,664</b>	<b>16.6%</b>

# EXHIBIT B

**Mono County**

**Cost Implementation - Base Salary Adjustments**

**At-Will and Elected Positions (excluding members of the Board of Supervisors)**

Current Title	Current Salary	Range	Nearest Dollar Placement			
			Step	Salary	\$ Change	% Change
Assistant Assessor	\$ 8,991	13	D	\$9,146	\$155	1.7%
Assistant Clerk / Recorder	\$ 7,572	10	D	\$7,901	\$328	4.3%
Assistant County Administrative Officer	\$ 12,500	21	C	\$12,870	\$370	3.0%
Assistant County Counsel	\$ 11,007	18	C	\$11,117	\$110	1.0%
Assistant County Counsel	\$ 11,007	18	C	\$11,117	\$111	1.0%
Assistant Director of Finance	\$ 9,293	14	D	\$9,603	\$311	3.3%
Assistant Director of Finance	\$ 9,293	14	D	\$9,603	\$311	3.3%
Assistant District Attorney	\$ 11,006	18	C	\$11,117	\$111	1.0%
Assistant to the Chief Administrative Officer	\$ 7,573	9	E	\$7,901	\$328	4.3%
Chief of Emergency Medical Services	\$ 10,325	17	C	\$10,588	\$263	2.5%
Chief Probation Officer	\$ 11,014	19	B	\$11,117	\$104	0.9%
County Administrative Officer	\$ 15,000	25	C	\$15,643	\$643	4.3%
County Assessor	\$ 10,325	16	E	\$11,117	\$792	7.7%
County Clerk / Recorder	\$ 9,981	14	E	\$10,084	\$102	1.0%
County Counsel	\$ 15,488	25	C	\$15,643	\$156	1.0%
County Engineer	\$ 10,502	15	E	\$10,588	\$86	0.8%
Deputy County Counsel II	\$ 9,211	13	E	\$9,603	\$392	4.3%
Deputy District Attorney III	\$ 10,108	15	E	\$10,588	\$480	4.7%
Deputy District Attorney III	\$ 10,108	15	E	\$10,588	\$480	4.7%
Director of Behavioral Health	\$ 11,014	18	C	\$11,117	\$104	0.9%
Director of Community Development	\$ 11,014	18	C	\$11,117	\$104	0.9%
Director of Economic Development	\$ 9,981	16	C	\$10,084	\$102	1.0%
Director of Finance	\$ 12,532	21	C	\$12,870	\$337	2.7%
Director of Human Resources	\$ 10,756	16	E	\$11,117	\$362	3.4%
Director of Information Technology	\$ 12,906	21	D	\$13,513	\$607	4.7%
Director of Public Health	\$ 11,014	18	C	\$11,117	\$103	0.9%
Director of Public Works /Road Operations	\$ 12,046	20	C	\$12,257	\$211	1.7%
Director of Social Services	\$ 11,014	18	C	\$11,117	\$104	0.9%
District Attorney	\$ 13,106	21	E	\$14,189	\$1,082	8.3%
District Attorney Chief Investigator	\$ 10,094	15	E	\$10,588	\$494	4.9%
District Attorney Investigator II	\$ 8,640	11	E	\$8,711	\$71	0.8%
District Attorney Operations and Prg Supervisor	\$ 6,812	4	Y	\$6,812	\$0	0.0%
Eastern Sierra Recreation Coordinator	\$ 5,852	5	C	\$5,896	\$44	0.7%
Economic Development Manager	\$ 7,571	12	B	\$7,901	\$329	4.4%
Environmental Health Manager	\$ 9,363	13	E	\$9,603	\$241	2.6%
Housing Coordinator	\$ 9,034	14	C	\$9,146	\$112	1.2%
Parks and Facilities Superintendent	\$ 8,604	11	E	\$8,711	\$107	1.2%
Public Health Officer	\$ 18,200	27	E	\$19,014	\$814	4.5%
Public Works Project Manager	\$ 6,874	9	C	\$7,166	\$292	4.2%
Risk Manager	\$ 7,916	12	C	\$8,296	\$380	4.8%
Road Superintendent	\$ 8,608	11	E	\$8,711	\$103	1.2%
Sheriff-Coroner	\$ 12,604	21	E	\$14,189	\$1,585	12.6%
Solid Waste Superintendent	\$ 7,689	9	E	\$7,901	\$212	2.8%
Undersheriff	\$ 12,783	19	E	\$12,870	\$87	0.7%
	<b>\$ 456,331</b>			<b>\$469,946</b>	<b>\$13,615</b>	<b>3.0%</b>
	<b>\$5,475,973</b>			<b>\$5,639,348</b>	<b>\$163,375</b>	<b>3.0%</b>



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 20, 2022

**Departments: CAO**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Robert C. Lawton

**SUBJECT** Resolution Approving Essential Worker Pay

**AGENDA DESCRIPTION:**

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

Proposed resolution approving essential worker pay for specified employees as described in the American Rescue Plan Act of 2021.

**RECOMMENDED ACTION:**

Adopt proposed resolution R22-\_\_\_. Provide any desired direction to staff.

**FISCAL IMPACT:**

The fiscal impact of the propose essential worker payments is approximately \$502,000 to be funded with the County's non-recurring resources (ARPA and LATCF). These amounts were not included in the Fiscal Year 2022-23 adopted budget. Budget adjustments will be proposed during the mid-year review.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** x1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Resolution</a>

**History**

Time	Who	Approval
12/16/2022 7:01 AM	County Counsel	Yes

12/16/2022 8:12 AM

Finance

Yes

12/16/2022 4:26 PM

County Administrative Office

Yes



**COUNTY ADMINISTRATIVE OFFICER**  
**COUNTY OF MONO**  
 Robert C. Lawton  
 PO Box 696  
 Bridgeport, CA 93517-0696  
 (760) 932-5410  
[rlawton@mono.ca.gov](mailto:rlawton@mono.ca.gov)  
[www.mono.ca.gov](http://www.mono.ca.gov)

December 20, 2022

**BOARD OF SUPERVISORS**

**CHAIR**

Bob Gardner / District 3

**VICE CHAIR**

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

**COUNTY DEPARTMENTS**

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Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. Tim Kendall

**SHERIFF / CORONER**

Hon. Ingrid Braun

**ANIMAL SERVICES**

Malinda Huggans

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Scheereen Dedman

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Jeff Simpson

**EMERGENCY MEDICAL SERVICES**

Bryan Bullock

**FINANCE**

Janet Dutcher

CPA, CGFM, MPA

**INFORMATION TECHNOLOGY**

Milan Salva "Interim"

**PROBATION**

Karin Humiston

**PUBLIC HEALTH**

Kathy Peterson "Interim"

**PUBLIC WORKS**

Paul Roten

**SOCIAL SERVICES**

Kathy Peterson

To: Board of Supervisors

Fm: Robert C. Lawton, County Administrator

Re: Essential worker pay

**Recommended Action**

Adopt proposed resolution approving essential worker pay for specified employees as described in the American Rescue Plan of 2021 and consistent with Local Assistance and Tribal Consistency Fund guidelines.

**Discussion**

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), which is a part of the American Rescue Plan Act of 2021 (ARPA), provided \$350 billion to state, local and Tribal governments (including Mono County) to ensure that they have the resources needed to, among other things, maintain public services amid declines in revenue by providing premium pay to eligible workers needed to maintain continuity of operations of essential critical infrastructure sectors.

The SLFRF defines eligible workers as those needed to maintain continuity of operations of essential critical infrastructure sectors, including members of a state, local, or Tribal government workforce. Payment under the SLFRF may not exceed \$25,000 for any single worker.

The Local Assistance and Tribal Consistency Fund (LATCF), also enacted by ARPA, provided additional funds to Mono County for use on any governmental purpose, with the exception of lobbying.

In light of the availability of these and other funding sources, the significant risks and sacrifices made by Mono County's workforce during the height of the Coronavirus pandemic and the necessity of retaining the County's trained and valued workforce, it is recommended that the Board approve a one-time payment to appointed employees of Mono County who worked, and continue to work, to maintain essential critical infrastructure, as follows:

- Current employees who worked at least 32-hours/week between March 4, 2020 and February 25, 2022 - \$2500

- Current employees who worked at least 32 hours/week between March 1, 2021 and February 25, 2022 - \$1250

The above dates reflect the following significant events:

1. March 4, 2020 – The date of Governor Newsom’s Proclamation of Emergency due to COVID-19
2. February 25, 2022 – The date the Governor rescinded the bulk of COVID-19 restrictions
3. March 1, 2021 – The date that is exactly halfway between March 4, 2020, and February 25, 2022

Payment to eligible employees would be made as part of the next pay cycle, with checks scheduled to be cut on December 30,2021.





R22-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
APPROVING ESSENTIAL WORKER PAY FOR SPECIFIED EMPLOYEES AS  
DESCRIBED IN THE AMERICAN RESCUE PLAN ACT OF 2021**

**WHEREAS**, the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), which is a part of the American Rescue Plan Act of 2021 (ARPA), provided \$350 billion to state, local and Tribal governments to ensure that they have the resources needed to, among other things, maintain public services amid declines in revenue by providing premium pay to eligible workers needed to maintain continuity of operations of essential critical infrastructure sectors; and

**WHEREAS**, ARPA's Local Assistance and Tribal Consistency Fund (LATCF) provided additional funding for local governments, including Mono County, which may be used to fulfill any governmental purposes, with the exception of lobbying; and

**WHEREAS**, local governments across California and the United States have provided essential worker pay (also referred to as "hero pay" or premium pay") to workers engaged in providing essential government services throughout the Coronavirus pandemic; and

**WHEREAS**, consistent with direction and guidance provided by the SLFRF and utilizing funding provided through LATCF and other local sources, the Board of Supervisors wishes to implement "essential worker pay" for those employees of the County providing essential governmental services on behalf of the citizens of Mono County during the pandemic;

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

**SECTION ONE:** Employees who worked at least 32 hours per week on average, without a break in service, between the dates of March 4, 2020, and February 25, 2022, and who remain employed by Mono County as of December 24, 2022, shall receive a one-time, lump sum payment of \$2,500 paid from the County Treasury. This section shall not apply to elected officials.

**SECTION TWO:** Employees who worked at least 32 hours per week on average, without a break in service, between the dates of February 28, 2021, and February 25, 2022, and

1 who remain employed by Mono County as of December 24, 2022, shall receive a one-time,  
2 lump sum payment of \$1,250 paid from the County Treasury. This section shall not apply to  
3 elected officials.

4 **SECTION THREE:** The County Administrator and Finance Director are hereby  
5 directed to take such actions as are necessary to implement the payments described herein by  
6 December 31, 2022, or as soon thereafter as is reasonable feasible.

7 **PASSED, APPROVED and ADOPTED** this 20th day of December, 2022, by the  
8 following vote, to wit:

9 **AYES:**

10 **NOES:**

11 **ABSENT:**

12 **ABSTAIN:**

13 \_\_\_\_\_  
14 Bob Gardner, Chair  
15 Mono County Board of Supervisors

16 **ATTEST:**

17 **APPROVED AS TO FORM:**

18 \_\_\_\_\_  
19 Clerk of the Board

20 \_\_\_\_\_  
21 County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 20, 2022

**Departments: Human Resources and Sheriff**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Sheriff Braun

**SUBJECT** Employment Agreement - Seth Clark

**AGENDA DESCRIPTION:**

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

Proposed resolution approving a contract with Seth Clark as Sheriff's Lieutenant, and prescribing the compensation, appointment and conditions of said employment.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Approve Resolution R22-\_\_\_, approving a contract with Seth Clark as Sheriff's Lieutenant, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**FISCAL IMPACT:**

The full cost of salary and benefits for an entire fiscal year is approximately \$271,435, of which \$157,042 is salary, \$11,778 is education incentive pay, \$22,735 is one time retention pay, and \$79,880 is benefits. Of this amount, approximately \$207,000 is included in the FY22/23 adopted budget.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 17606483270 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Exhibit - employment agreement</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/15/2022 3:38 PM	County Counsel	Yes
12/14/2022 3:33 PM	Finance	Yes
12/16/2022 4:26 PM	County Administrative Office	Yes

**MONO COUNTY**  
**SHERIFF**  
*A Commitment to Community Safety and Service*



**Ingrid Braun**  
Sheriff-Coroner

DATE: December 20, 2022  
TO: The Honorable Board of Supervisors

**Phillip West**  
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Employment Agreement with Seth Clark for the Position of Lieutenant

**RECOMMENDED ACTION**

Announce Fiscal Impact. Approve Resolution approving an employment agreement with Seth Clark as Lieutenant, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**DISCUSSION:**

The Lieutenant position is an allocated and fully funded position in the Sheriff's Office. Seth Clark has been a Sheriff's Lieutenant for three years and has over 18 years of law enforcement experience. Lieutenant Clark oversees Patrol Operations and Investigations for the Sheriff's Office. Lieutenant Clark's current employment agreement expired on December 31, 2021.

I am pleased with Lieutenant Clark's performance and wish for him to continue in this role. I am happy to recommend that the Board enter into a new agreement effective January 1, 2023.

Should you have any questions regarding this item, please feel free to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "IB", written over a white background.

Ingrid Braun  
Sheriff-Coroner



**RESOLUTION NO. R22-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
EMPLOYMENT AGREEMENT WITH SETH CLARK  
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF SAID EMPLOYMENT**

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

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

**PASSED** and **ADOPTED** this 20<sup>th</sup> day of December, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

\_\_\_\_\_  
Bob Gardner, Chair  
Board of Supervisors

APPROVED AS TO FORM:

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

**Employment Agreement of Seth Clark  
as Mono County Sheriff's Lieutenant**

This Agreement is entered into this by and between Seth Clark and the County of Mono.

**I. RECITALS**

Seth Clark (hereafter “Lieutenant Clark”) is currently employed as a Sheriff's Lieutenant in the office of the Mono County Sheriff. The County wishes to continue to employ Lieutenant Clark in the position of Sheriff's Lieutenant on the terms and conditions set forth in this Agreement. Lieutenant Clark wishes to accept such continued employment.

The ultimate success of the Mono County organization, and its ability to provide important programs and services upon which the public relies, depends upon exceptional performance by Mono County's management team, including by Lieutenant Clark. Accordingly, a high level of performance as a manager and leader is a condition of employment for this position.

**II. AGREEMENT**

1. The term of this Agreement shall be January 1, 2023, until December 31, 2023, unless earlier terminated by either party in accordance with this Agreement. This Agreement shall automatically renew for subsequent one-year terms unless either party provides the other with notice, at least 30 days prior to the expiration of the then-current term of a request to negotiate or notice of nonrenewal.
2. Lieutenant Clark shall continue to be employed as a Sheriff's Lieutenant serving at the direction of the Mono County Sheriff in accordance with the terms and conditions of this Agreement. Lieutenant Clark accepts such employment. The Sheriff shall be deemed the "appointing authority" for all purposes with respect to Lieutenant Clark's employment.
3. The terms of this Agreement hereby incorporate, as though set forth in full, Articles 1 (Purpose and Definitions), 2 (Term), 9 (Retirement), 10 (Health Insurance), 11 (Dental Care Plan), 12 (Vision Care Plan), 13 (Cafeteria Plan), 14 (401(a) Plan), 15 (Health Benefits for Retirees and Post-Retirement Health Beneficiaries), 16 (Fitness for Duty; Physical Examination), 21 (Uniforms and Clothing), 22 (Safety Equipment), 23 (Vacation Leave) and 24 (Sick Leave), 31 (Take-Home Vehicles) of the Memorandum of Understanding Between County of Mono and Mono County Deputy Sheriffs' Association, January 1, 2022, through December 31, 2024 (the “DSA MOU”), and as same may be amended or superseded from time-to-time.
4. Effective January 1, 2023, Lieutenant Clark’s annual salary shall be \$157,042.33. Effective January 1, 2024, and each year thereafter that this Agreement remains in effect, Lieutenant Clark’s salary shall be forty-one percent (41%) above the Range 60, Step E salary as set forth in the DSA MOU. In other words, if the Range 60, Step E salary changes, Lieutenant Clark’s salary shall similarly change in order to maintain the 41% separation. In addition,

Lieutenant Clark shall receive a five percent (5%) of base pay for possession of an intermediate POST Certificate, or an additional seven and one-half percent (7.5%) of base pay for possession of an Advanced or Supervisory POST certificate, whichever is greater. Lieutenant Clark is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County, consistent with Article 9 of the DSA MOU.

5. Lieutenant Clark shall receive a one-time, retention pay in the amount of \$22,734.62 to be paid during the next full pay period following execution of this Agreement by both parties, which amount is in lieu of any COLA or POST pay for calendar year 2022. The County makes no guarantee or representation regarding the PERSability of this one-time payment.

6. In recognition of the fact that Lieutenant Clark's employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Lieutenant Clark understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost.

7. The County has created a sick leave bank (Sick-A) for Lieutenant Clark and has moved all his existing accrued sick leave to Sick-A. Sick-A is a sick leave bank which may be cashed out, up to 960 hours, at Lieutenant Clark's regular rate of pay, upon his separation from employment. During the term of this Agreement, Lieutenant Clark may move additional sick leave into Sick-A, but in no event may more than 960 hours be cashed out.

8. To the extent deemed appropriate by the Mono County Sheriff, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Lieutenant Clark's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.

9. Lieutenant Clark understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy - including but not limited to salary, insurance coverage, and leaves - is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Lieutenant Clark cease rendering such full-time services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law

10. As a management level employee of Mono County, and except as expressly set forth herein, Lieutenant Clark's employment shall be governed by the terms and conditions applicable to other management level employees of the County. Lieutenant Clark's employment is additionally subject to the Public Safety Officers' Procedural Bill of Rights



("POBR"), including provisions therein applicable to disciplinary action or termination.

11. If Lieutenant Clark is convicted of a crime involving abuse of office or position, Lieutenant Clark shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County, pursuant to Government Code section 53243.

12. Lieutenant Clark may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this Agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Lieutenant Clark shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation, unless otherwise provided in writing and agreed by the parties.

13. This Agreement and any materials incorporated by reference constitute the entire agreement of the parties with respect to the employment of Lieutenant Clark and shall supersede and replace any prior employment agreement between Lieutenant Clark and the County of Mono. Consistent with Lieutenant Clark's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Lieutenant Clark may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Lieutenant Clark's date of eligibility for or vesting of any non-salary benefits or for any other purpose.

14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this Agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Lieutenant Clark's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Lieutenant Clark's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

15. Lieutenant Clark acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Lieutenant Clark further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

/////

**III. EXECUTION**

This Agreement is executed this 20<sup>th</sup> day of December, 2022.

EMPLOYEE

THE COUNTY OF MONO

*Seth Clark*

Seth Clark (Dec 15, 2022 15:28 PST)

Seth Clark

\_\_\_\_\_  
By: Bob Gardner, Chair  
Board of Supervisors

APPROVED AS TO FORM:

*Stacey Sirzon*

Stacey Sirzon (Dec 15, 2022 15:23 PST)

COUNTY COUNSEL



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 20, 2022

**Departments: Human Resources and Sheriff**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Sheriff Braun

**SUBJECT** Employment Agreement - Mark Hanson

**AGENDA DESCRIPTION:**

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

Proposed resolution approving a contract with Mark Hanson as Sheriff's Lieutenant, and prescribing the compensation, appointment and conditions of said employment.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Approve Resolution R22-\_\_\_, approving a contract with Mark Hanson as Sheriff's Lieutenant, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**FISCAL IMPACT:**

The full cost of salary and benefits for an entire fiscal year is approximately \$271,435, of which \$157,042 is salary, \$11,778 is education incentive pay, \$22,735 is one time retention pay, and \$79,880 is benefits. Of this amount, approximately \$207,000 is included in the FY22/23 adopted budget.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 17606483270 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<input type="checkbox"/> <a href="#">Exhibit - employment agreement</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/15/2022 3:38 PM	County Counsel	Yes
12/14/2022 3:33 PM	Finance	Yes
12/16/2022 4:26 PM	County Administrative Office	Yes

**MONO COUNTY**  
**SHERIFF**

*A Commitment to Community Safety and Service*



**Ingrid Braun**  
Sheriff-Coroner

DATE: December 20, 2022  
TO: The Honorable Board of Supervisors

**Phillip West**  
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Employment Agreement with Mark Hanson for the Position of Lieutenant

**RECOMMENDED ACTION**

Announce Fiscal Impact. Approve Resolution approving an employment agreement with Mark Hanson as Lieutenant, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**DISCUSSION:**

The Lieutenant position is an allocated and fully funded position in the Sheriff's Office. Mark Hanson has been a Sheriff's Lieutenant for two years and has over 15 years of law enforcement experience. Lieutenant Hanson oversees Jail, Dispatch, Court, and Civil operations for the Sheriff's Office. Mark Hanson's current employment agreement expired on December 31, 2021.

I am pleased with Lieutenant Hanson's performance and wish for him to continue in this role. I am happy to recommend that the Board enter into a new agreement effective January 1, 2023.

Should you have any questions regarding this item, please feel free to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB', written over a light blue horizontal line.

Ingrid Braun  
Sheriff-Coroner



**RESOLUTION NO. R22-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
EMPLOYMENT AGREEMENT WITH MARK HANSON  
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF SAID EMPLOYMENT**

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

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

**PASSED** and **ADOPTED** this 20<sup>th</sup> day of December, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

\_\_\_\_\_  
Bob Gardner, Chair  
Board of Supervisors

APPROVED AS TO FORM:

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

**Employment Agreement of Mark Hanson  
as Mono County Sheriff's Lieutenant**

This Agreement is entered into this by and between Mark Hanson and the County of Mono.

**I. RECITALS**

Mark Hanson (hereafter "Lieutenant Hanson") is currently employed as a Sheriff's Lieutenant in the office of the Mono County Sheriff. The County wishes to continue to employ Lieutenant Hanson in the position of Sheriff's Lieutenant on the terms and conditions set forth in this Agreement. Lieutenant Hanson wishes to accept such continued employment.

The ultimate success of the Mono County organization, and its ability to provide important programs and services upon which the public relies, depends upon exceptional performance by Mono County's management team, including by Lieutenant Hanson. Accordingly, a high level of performance as a manager and leader is a condition of employment for this position.

**II. AGREEMENT**

1. The term of this Agreement shall be January 1, 2023, until December 31, 2023, unless earlier terminated by either party in accordance with this Agreement. This Agreement shall automatically renew for subsequent one-year terms unless either party provides the other with notice, at least 30 days prior to the expiration of the then-current term of a request to negotiate or notice of nonrenewal.
2. Lieutenant Hanson shall continue to be employed as a Sheriff's Lieutenant serving at the direction of the Mono County Sheriff in accordance with the terms and conditions of this Agreement. Lieutenant Hanson accepts such employment. The Sheriff shall be deemed the "appointing authority" for all purposes with respect to Lieutenant Hanson's employment.
3. The terms of this Agreement hereby incorporate, as though set forth in full, Articles 1 (Purpose and Definitions), 2 (Term), 9 (Retirement), 10 (Health Insurance), 11 (Dental Care Plan), 12 (Vision Care Plan), 13 (Cafeteria Plan), 14 (401(a) Plan), 15 (Health Benefits for Retirees and Post-Retirement Health Beneficiaries), 16 (Fitness for Duty; Physical Examination), 21 (Uniforms and Clothing), 22 (Safety Equipment), 23 (Vacation Leave) and 24 (Sick Leave), 31 (Take-Home Vehicles) of the Memorandum of Understanding Between County of Mono and Mono County Deputy Sheriffs' Association, January 1, 2022, through December 31, 2024, (the "DSA MOU"), and as same may be amended or superseded from time-to-time.
4. Effective January 1, 2023, Lieutenant Hanson's annual salary shall be \$157,042.33. Effective January 1, 2024, and each year thereafter that this Agreement remains in effect, Lieutenant Hanson's salary shall be forty one percent (41%) above the Range 60, Step E salary as set forth in the DSA MOU. In other words, if the Range 60, Step E salary changes, Lieutenant

Hanson's salary shall similarly change in order to maintain the 41% separation. In addition, Lieutenant Hanson shall receive a five percent (5%) of base pay for possession of an intermediate POST Certificate, or an additional seven and one-half percent (7.5%) of base pay for possession of an Advanced or Supervisory POST certificate, whichever is greater. Lieutenant Hanson is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County, consistent with Article 9 of the DSA MOU.

5. Lieutenant Hanson shall receive a one-time, retention pay in the amount of \$22,734.62 to be paid during the next full pay period following execution of this Agreement by both parties, which amount is in lieu of any COLA or POST pay for calendar year 2022. The County makes no guarantee or representation regarding the PERSability of this one-time payment.

6. In recognition of the fact that Lieutenant Hanson's employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Lieutenant Hanson understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost.

7. The County has created a sick leave bank (Sick-A) for Lieutenant Hanson and has moved all his existing accrued sick leave to Sick-A. Sick-A is a sick leave bank which may be cashed out, up to 960 hours, at Lieutenant Hanson's regular rate of pay, upon his separation from employment. During the term of this Agreement, Lieutenant Hanson may move additional sick leave into Sick-A, but in no event may more than 960 hours be cashed out.

8. To the extent deemed appropriate by the Mono County Sheriff, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Lieutenant Hanson's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.

9. Lieutenant Hanson understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy - including but not limited to salary, insurance coverage, and leaves - is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Lieutenant Hanson cease rendering such full-time services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law

10. As a management level employee of Mono County, and except as expressly set forth herein, Lieutenant Hanson's employment shall be governed by the terms and conditions



applicable to other management level employees of the County. Lieutenant Hanson's employment is additionally subject to the Public Safety Officers' Procedural Bill of Rights ("POBR"), including provisions therein regarding disciplinary action or termination.

11. If Lieutenant Hanson is convicted of a crime involving abuse of office or position, Lieutenant Hanson shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County, pursuant to Government Code section 53243.

12. Lieutenant Hanson may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this Agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Lieutenant Hanson shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation, unless otherwise provided in writing and agreed by the parties.

13. This Agreement and any materials incorporated by reference constitute the entire agreement of the parties with respect to the employment of Lieutenant Hanson and shall supersede and replace any prior employment agreement between Lieutenant Hanson and the County of Mono. Consistent with Lieutenant Hanson's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Lieutenant Hanson may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Lieutenant Hanson's date of eligibility for or vesting of any non-salary benefits or for any other purpose.

14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this Agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Lieutenant Hanson's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Lieutenant Hanson's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.

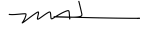
15. Lieutenant Hanson acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Lieutenant Hanson further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION**

This Agreement is executed this 20<sup>th</sup> day of December, 2022.

EMPLOYEE

THE COUNTY OF MONO



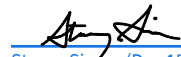
---

Mark Hanson

---

By: Bob Gardner, Chair  
Board of Supervisors

APPROVED AS TO FORM:



---

Stacey Simon (Dec 15, 2022 15:22 PST)

COUNTY COUNSEL



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 20, 2022

**Departments: Solid Waste**

**TIME REQUIRED** 15 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Justin Nalder, Solid Waste  
Superintendent

**SUBJECT** Amendments to Franchise Solid  
Waste Agreements with D&S Waste  
Removal and Mammoth Disposal

**AGENDA DESCRIPTION:**

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

Amendments extending the terms of the current solid waste franchise agreements with D&S Waste Removal, Inc. and Mammoth Disposal, Co. for an additional 6 months to allow for the negotiation of longer-term franchise agreements.

**RECOMMENDED ACTION:**

(1) Approve and authorize entry into Amendment to Primary Franchise Agreement Between the County of Mono and D&S Waste Removal, Inc. in substantially similar form to that attached, with minor adjustments as reviewed and approved by County Counsel, and at a price term that is calculated to reflect actual costs; and (2) Approve and authorize entry into Amendment to Primary Franchise Agreement Between the County of Mono and Mammoth Disposal in substantially similar form to that attached, with minor adjustments as reviewed and approved by County Counsel, and at a price term that is calculated to reflect actual costs.

**FISCAL IMPACT:**

Revenue from tonnage Surcharges collected are estimated at around \$120,000 annually.

**CONTACT NAME:** Justin Nalder

**PHONE/EMAIL:** 7609325453 / jnalder@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">D&amp;S Waste Amendment</a>
<a href="#">Mammoth Disposal Amendment</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
12/16/2022 8:56 AM	County Counsel	Yes
12/15/2022 9:58 AM	Finance	Yes
12/16/2022 4:24 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

**Date:** December 20, 2022  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Justin Nalder, Solid Waste Superintendent  
**Subject:** Solid Waste Franchise Agreement with D&S Waste Removal, Inc. and Mammoth Disposal

## **Recommended Action:**

1. Approve and authorize entry into Amendment to Primary Franchise Agreement Between the County of Mono and D&S Waste Removal, Inc. for Collection of Solid Waste from Residential and Commercial Customers in Unincorporated Mono County in substantially similar form to those attached, with minor adjustments as reviewed by County Counsel, and with a price term calculated to reflect actual costs.
2. Approve and authorize entry into Amendment to Primary Franchise Agreement Between the County of Mono and Mammoth Disposal for Collection of Solid Waste from Residential and Commercial Customers in Unincorporated Mono County in substantially similar form to those attached, with minor adjustments as reviewed by County Counsel, and with a price term calculated to reflect actual costs.

## **Fiscal Impact:**

Revenue from tonnage Surcharges collected are estimated at around \$120,000 annually.

## **Discussion:**

D&S Waste Removal, Inc., and Mammoth Disposal are existing franchisees and providers of solid waste handling services within the unincorporated area of Mono County (the County). Both entities have developed customer relationships and experience which has enabled them to provide quality services throughout the region. These services provided are currently outside of the capacity of the County to conduct with in-house resources. Nevertheless, the County is required to provide solid waste handling services to its citizens under the provisions of the California Integrated Waste Management Act, which is under the California Public Resources Code at Section 4000, *et seq.*, including source reduction, recycling, composting and the collection, transfer and disposal of solid waste within the unincorporated County area. It is to the County's benefit that these services continue to be provided by D&S Waste Removal, Inc. and Mammoth Disposal through Franchise Agreements.

Currently, both franchisees are contracted with the County through December 31, 2022. As a long-term Franchise Agreement continues to be negotiated, a revised Franchise Agreement (Agreement and Amendment) has been prepared which will allow for six additional months to finalize the new Franchise Agreements. The term of this Agreement would be applicable through June 30, 2023. Contrary to the previous Agreement wherein there was a Franchise Fee equal to four percent (4%) of the Gross Revenues received from providing the Franchise Services was in effect and payable to the County, as well as a Capacity Fee, equal to the MSW tipping fee of \$100/ton and payable to the County, there will instead be a tonnage surcharge implemented. The tonnage surcharge will be at a rate

of \$28/ton for all municipal solid waste (MSW) and construction and demolition waste (C&D) collected for disposal which does not get landfilled at or transferred through one of the County's waste facilities.

Another modification to the Franchise Agreement will be in the assignment of the designated disposal facility, which was formerly Benon Crossing Landfill, to a disposal facility by choice of the Franchisee and approved by the County. A majority of waste collected curbside will be hauled out-of-County.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,



Justin Nalder  
Solid Waste Superintendent

Attachments: Amendment to Primary Franchise Agreement Between the County of Mono and D&S Waste Removal, Inc., for the Collection of Solid Waste from Residential and Commercial Customers in Unincorporated Mono County  
Amendment to Primary Franchise Agreement Between the County of Mono and Mammoth Disposal Company, for the Collection of Solid Waste from Residential and Commercial Customers in Unincorporated Mono County



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

---

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

December 7, 2022

Subject: Franchise Agreement Amendment

Description: Six Month Term Extension to Existing Solid Waste Franchise Agreement

1. Justin Nalder – Submitter

2. Paul Roten – Reviewer

3. Robert Lawton – Approver

**AGREEMENT AND FIRST AMENDMENT TO  
AGREEMENT BETWEEN THE COUNTY OF MONO AND  
D&S WASTE REMOVAL, INC. FOR FRANCHISE SOLID WASTE SERVICES**

This Agreement and First Amendment is entered into \_\_\_\_\_, 2022 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and D&S Waste Removal, Inc. of Yerington, Nevada (hereinafter, "Contractor"), for the purposes of amending the 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, entered into on or about December 2018 (the "Agreement"). The County and Contractor are sometimes referred to herein collectively as "the Parties."

**WHEREAS**, the parties entered into the Agreement for the purpose of Contractor providing franchise solid waste services; and

**WHEREAS**, subsequently, County has undergone a significant transition in the nature of its solid waste systems since the parties entered into the Agreement; and

**WHEREAS**, accordingly, there is a need to extend the term and fee terms of the Agreement for a period of time to allow parties to reach agreement on a new franchise agreement;

**NOW, THEREFORE**, the parties agree as follows:

1. Article 3, Section 3.01(a), "Term", is hereby amended to read as follows:

"The Term of the Agreement commences on the Commencement Date and expires on June 30, 2023, unless terminated earlier in accordance with Section 14.02(a)(1)"

2. Article 3, Section 3.01(b), "Optional County Extension Right", is hereby amended to read as follows:

"County may, in its sole discretion, extend the Term for up to three (3) additional months commencing on the expiration date provided in Subsection (a) by Notice to Franchisee no later than (i) May 30, 2023 or (ii) another date agreed to by the Parties."

3. Article 7, Section 7.01(b), "Exceptions", is hereby amended in its entirety to read as follows:

"Notwithstanding Subsection (a), Franchisee is *not* obligated to deliver Solid Waste to the Designated Disposal Facility under emergency or unforeseen circumstances if Franchisee fully and timely satisfies the following conditions:

1. **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."
2. **Records.** Franchisee keeps accurate Records with respect to Solid Waste that Franchisee diverts from the Designated Disposal Facility, including
  - (i) the amount and type of Solid Waste, documented by a weight ticket from a certified weighmaster from a 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;



- (ii) the type of Vehicle or Container in which Franchisee transported that Solid Waste; and
- (iii) the County staff person to whom Franchisee gave oral notice.

3. **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.

4. Article 7, Section 7.03 "Disposal Fees" is hereby amended to read as follows:

"Franchisee will timely pay gate and any other fees charged by the transfer station or ultimate Disposal Facility to which the waste is delivered."

5. Article 13, Section 13.02, "Fees Payable by Franchisee", is hereby amended to read as follows:

a. Surcharge.

1. **Amount.** In consideration for County's costs in managing the solid waste franchise program, Franchisee will pay County a flat Surcharge of \$28.00 on each ton of waste collected in unincorporated Mono County that is not delivered to and subject to a tipping fee at a County-owned Satellite Transfer Station (i.e., the Benton, Paradise, Chalfant, Walker, Bridgeport or Pumice Valley Satellite Transfer Stations). For each ton of waste that has been subject to a tipping fee at a County-owned Satellite Transfer Station, this surcharge shall not apply.

2. **Adjustment to Surcharge.** By the end of the first Quarter of each year, County will determine whether County requires modification to the Surcharge to account for increases or decreases in management costs. County shall Notify Franchisee of the new Surcharge, which will take effect July 1 of that year.

3. **Payment.** Franchisee will pay the Franchise Fee sum of the Surcharge for all eligible tonnage collected in unincorporated Mono County quarterly, no later than the first day of the second month immediately following the Quarter in which Franchisee rendered Franchise Services, as required 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 Surcharge, together with additional information to calculate or verify the Surcharge that the Director may determine 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 operations of D & S Waste Removal, Inc. and am responsible for keeping and maintaining its records, tonnage collected by location, and I have reviewed the [INSERT DATE AND DESCRIPTION OF ACCOMPANYING SURCHARGE ACCOUNTING]. 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 Surcharge actually due and payable.

6. Article 13, Section 13.02(a)(5) "Annual Review by CPA; Actual Payments", is hereby struck in its entirety.
7. Exhibit R-1 is hereby struck in its entirety.
8. Recital 3 is hereby amended to read as follows:

"To recover costs associated with County's management of the franchise, it is necessary to require Franchisee to pay certain sums, embodied in a Surcharge per ton of waste collected in unincorporated Mono County that is not otherwise subject to a Gate Fee."

9. Exhibit 1.01: Definitions is hereby amended to strike the definition of "Capacity Fee(s)".
10. Exhibit 1.01: Definitions is hereby amended to include the following:

" 'Surcharge' means the fee described in Section 13.02(a)."

11. Exhibit 7.01b: CAPACITY FEES is hereby struck in its entirety.
12. All remaining references to "Franchise Fee" or "Capacity Fee" throughout the Agreement are hereby amended to read as "Surcharge."
13. All other provisions of the Contract not modified herein shall remain in full force and effect.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.**

**COUNTY OF MONO:**



Robert C. Lawton, County  
Administrative Officer

Dec 9, 2022

Date

**CONTRACTOR:**



Darrol Brown  
D&S Waste, Inc.

12/7/22

Date

Approved as to Form:



County Counsel

**AGREEMENT AND FIRST AMENDMENT TO  
AGREEMENT BETWEEN THE COUNTY OF MONO AND  
D&S WASTE REMOVAL, INC. FOR FRANCHISE SOLID WASTE SERVICES**

This Agreement and First Amendment is entered into \_\_\_\_\_, 2022 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Mammoth Disposal Co., operating primarily out of Mammoth Lakes, California (hereinafter, "Contractor"), for the purposes of amending the Primary Franchise Agreement Between County of Mono and Mammoth Disposal Co. for Collection of Solid Waste from Residential and Commercial Customers in Unincorporated Mono County, entered into on or about December 2018 (the "Agreement"). The County and Contractor are sometimes referred to herein collectively as "the Parties."

**WHEREAS**, the parties entered into the Agreement for the purpose of Contractor providing franchise solid waste services; and

**WHEREAS**, subsequently, County has undergone a significant transition in the nature of its solid waste systems since the parties entered into the Agreement; and

**WHEREAS**, accordingly, there is a need to extend the term and fee terms of the Agreement for a period of time to allow parties to reach agreement on a new franchise agreement;

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2. **Records.** Franchisee keeps accurate Records with respect to Solid Waste that Franchisee diverts from the Designated Disposal Facility, including
  - (i) the amount and type of Solid Waste, documented by a weight ticket from a certified weighmaster from a 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;

- (ii) the type of Vehicle or Container in which Franchisee transported that Solid Waste; and
- (iii) the County staff person to whom Franchisee gave oral notice.

3. **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.

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(1) documentation in form and detail satisfactory to the Director showing the basis for calculating the Surcharge, together with additional information to calculate or verify the Surcharge that the Director may determine 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 operations of D & S Waste Removal, Inc. and am responsible for keeping and maintaining its records, tonnage collected by location, and I have reviewed the [INSERT DATE AND DESCRIPTION OF ACCOMPANYING SURCHARGE ACCOUNTING]. 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 Surcharge actually due and payable.

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- 11. Exhibit 7.01b: CAPACITY FEES is hereby struck in its entirety.
- 12. All remaining references to “Franchise Fee” or “Capacity Fee” throughout the Agreement are hereby amended to read as “Surcharge.”
- 13. All other provisions of the Contract not modified herein shall remain in full force and effect.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.**

**COUNTY OF MONO:**

**CONTRACTOR:**

\_\_\_\_\_  
 Robert C. Lawton, County  
 Administrative Officer

\_\_\_\_\_  
 Michael Smith  
 Mammoth Disposal Co.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Approved as to Form:

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 20, 2022

**Departments: Solid Waste**

**TIME REQUIRED** 20 minutes

**SUBJECT** Agreements for the Provision of Solid Waste Transfer, Transport and Disposal Services

**PERSONS APPEARING BEFORE THE BOARD**

Justin Nalder, Solid Waste Superintendent

**AGENDA DESCRIPTION:**

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

Proposed contracts with D&S Waste Removal, Inc. pertaining to integrated solid waste management within unincorporated Mono County, including (1) Master Contract for Integrated Solid Waste Management; (2) Transfer Services Contract; (3) Satellite Transfer Station Operations Contract; (4) Transport Services Contract; and (5) Disposal Services Contract (the "Contracts").

**RECOMMENDED ACTION:**

Approve and authorize the Board Chair to sign Contracts with D&S Waste Removal, Inc. for the transfer, transport and disposal of solid waste generated within unincorporated Mono County for the period January 1, 2023, through December 31, 2033, with a County option to extend for up to ten additional years and a not-to-exceed amount of \$425,000 for the first year, adjusted annually based on a formula set forth in the contracts.

**FISCAL IMPACT:**

\$425,000 from January 1, 2023 through December 31, 2023, annual adjustments thereafter based on CPI and fuel costs, paid out of the Solid Waste Enterprise Fund.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** x1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Master Contract</a>
<a href="#">D&amp;S Contract</a>

[Transfer Contract](#)

[Transport Contract](#)

[Satellite Transfer Contract](#)

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### History

Time	Who	Approval
12/16/2022 10:46 AM	County Counsel	Yes
12/15/2022 10:05 AM	Finance	Yes
12/16/2022 4:24 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Justin Nalder, Solid Waste Superintendent / Environmental Manager  
**Date:** December 20, 2022  
**Subject:** Agreements for Countywide Solid Waste Services

---

## **Recommended Action:**

Approve Master Agreement with D&S Waste Disposal, Inc. (D&S) and Agreements to provide solid waste transfer, transport and disposal services within unincorporated Mono County and trash collection at County facilities

## **Fiscal Impact:**

Approximately \$425,000 annually.

## **Discussion:**

In December of 2021, staff provided the Board with the results of a multi-year solicitation and ultimate negotiation for proposals which will address the solid waste service needs of the County starting in 2023. The Board agreed to pursue the staff recommendation of: D&S operates County transfer stations and a privately owned long-haul transfer station and transfers all waste to Lockwood Regional Landfill for disposal, County operates Pumice Valley Landfill and Transfer Station as a C&D landfill and transfer station. Finalization of agreements were pending successful CEQA submittal as well as issuance of a Use Permit for the D&S long-haul transfer station, which was approved by the Planning Commission on November 17, 2022, and a revision to the general plan to redesignate the property on which D&S plans to build a long-haul transfer station. The Board approved the General Plan Amendment on December 13, 2022.

As a review, D&S will function as the operator of the County's six Satellite Transfer Stations (Benton, Chalfant, Paradise, Pumice Valley, Walker and Bridgeport), the same as they do currently. In addition, D&S will construct and operate a Long-Haul Transfer Station for Municipal Solid Waste (MSW), on property which it owns on Highway 167. Until the time that facility is completed, MSW will be transferred through one of D&S's existing transfer stations in Smith, NV or Yerington, NV. The long-haul transfer station on Highway 167 will not be open to the public, but may allow other contract haulers.

Pumice Valley Landfill will be operated by County staff and will become the primary location for disposal of construction & demolition waste, inert material, green waste for processing and large disposal items (vehicles, boats, RV's...). For residents who have been using Benton Crossing Landfill, they will now be directed towards Pumice Valley, where their MSW will be transferred for long-haul.



County residents will also have the option of utilizing Mammoth Disposal's Transfer Station, at rates set by Mammoth Disposal and the Town (\$122.50/ton starting January 1, 2023).

Because the cost of services has significantly increased over the last year, due to inflation, expenses within the Enterprise Fund are expected to increase. Nevertheless, it is still estimated that this option is the most economical; the financial impact to the County and the customer will be minimized as compared to the other options previously considered. The increased service cost means that Solid Waste Enterprise Fund has a projected deficit in future years. Staff plan on returning to the Board in 2023 with financing options to stabilize the Enterprise Fund.

The recommended action is for the Board to approve the following contract Agreements and authorize the Chair to sign for each. The contracts have been written with an initial 10 year term, with the option of two (2) additional five (5) year extensions. The longer terms allow for lower service fees, as contractor costs can be recouped over an extended period.

1. Master Agreement
2. Satellite Transfer Station Agreement
3. Transfer Agreement
4. Transport Agreement
5. Disposal Agreement

The Master Agreement provides for overarching contract guidelines for the other four contracts. The Transfer Station Agreement covers the totality of service fees and its scope of work. The remaining three Agreements define their own respective scopes of work and responsibilities.

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



Justin Nalder  
Solid Waste Superintendent / Environmental Manager

# MASTER CONTRACT

## Integrated Solid Waste Management



### **D&S Waste Removal, Inc. and County of Mono**

#### **Operation of Satellite Transfer Stations, Provision and Operation of Long-Haul Waste Transfer Station, Long-Haul Transportation and Disposal**

**Contract Date: December 20, 2022**

## **INTRODUCTION**

This Master Contract is an “umbrella” or master agreement with the following Service Contracts attached and incorporated by this reference:

1. Transfer Services;
2. Long-Haul Transport;
3. Disposal;
4. Satellite Transfer Stations Operations (including scrap metal and white goods hauling service).
5. Such other services as County and Contractor may agree upon at a future date and incorporate into this Master Contract.

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## PREAMBLE

Mono County, a political subdivision of the State of California (**County**) and D&S Waste Removal, Inc. a Nevada corporation, (**Contractor**) enter into this Master Contract on the contract date.

**Contract date** is the date identified on cover of this Master Contract.

## FINDINGS.

The County Board of Supervisors determines and finds as follows:

1. **Solid Waste Management:** Adequate, reliable, and affordable solid waste management is fundamental to the health, safety, and welfare of the County’s public and the environment.
2. **Public Health & Safety:** The County must protect public health and the environment. The County is not only authorized but *required* to provide solid waste handling services to its citizens, including: source reduction; recycling and composting; and collection, transfer and disposal of solid waste within the County boundaries subject to its solid waste handling jurisdiction, under California Public Resources Code (PRC) §40057. (California Integrated Waste Management Act (sometimes referred to as “AB 939”; PRC §40000, *et seq.*). As of the contract date, the County provides waste management services including:
  - Solid waste collection through residential and commercial franchise agreements;
  - Solid waste disposal at **Benton Crossing Landfill**, currently operated by the County on land leased from the Los Angeles Department of Water and Power (**LADWP**) (lease expiring January 1, 2023);
  - Solid waste drop off at satellite transfer stations for disposal under contract:
    - 1) **Pumice Valley Landfill:** C&D waste burial; clean wood waste processing / reuse; waste transfer.
    - 2) **Walker Landfill & Transfer Station:** C&D waste disposal; clean C&D, waste processing/reuse; transfer.
    - 3) **Paradise Transfer Station:** waste transfer.
    - 4) **Benton Transfer Station:** waste transfer.
    - 5) **Bridgeport Transfer Station:** waste transfer.
    - 6) **Chalfant:** waste transfer.
  - Drop off collection of household hazardous wastes
3. **Solid Waste Diversion /AB 939:** Under the California Integrated Waste Management Act the County must provide recycling, organics diversion, and edible food waste reuse. It must

maximize the use of source reduction, recycling, and composting, including the following law as of the contract date:

- 1) **Pumice Valley Landfill:** clean wood waste processing / reuse
- 2) **Walker Landfill:** clean wood waste processing / reuse
- 3) **At all County facilities:** drop off recyclables – glass, plastic, aluminum, and cardboard

A. **75% Diversion / AB 341.** In addition, under AB 341 the State has set a goal to divert 75% of solid waste from disposal, this occurs by:

- Used oil and oil filter recycling: Certified Used Oil Collection Centers located at all County facilities
- Recycling empty propane tanks
- Accepting treated limited amounts of treated wood waste
- Carpet recycling at Benton Crossing Landfill
- Paint recycling at Benton Crossing Landfill
- Plastic Waste Ban (SB 270)

B. **Mandatory Commercial Recycling & Organics Diversion / SB 1826:** County must implement a mandatory organic waste recycling program for businesses and multi-family premises, including all of the following: education; outreach; monitoring; and reporting to CalRecycle. (AB 1826 Chesbro (Chapter 727, Statutes of 2014) PRC 42649.8 ff.). This occurs by:

- Recyclables and Organics collection by franchised haulers

C. **Preparing for Organics Recycling / SB 1826.** CalRecycle has granted the County an extension for compliance with SB 1826, to December 31, 2026, with possible further extension, but this Master Contract now: helps County demonstrate its good faith efforts by engaging with Contractor to create an Integrated Materials Management Center (IMMC) IMMC to provide a site which could be used for organics handling in the future in order to help meet County’s future organics recycling obligations.

D. **Reducing Methane Emissions / SB 1383.** County must generally reduce disposal of organic waste by targeted 50% of 2014 levels by 2020, and 75% by 2015, and specifically 20% of edible food by 2025. (CA Short-lived Climate Pollutants / Organic Waste Methane Emissions Reductions legislation, AB 1383 Lara [Chapter 395, Statutes of 2016] HSC 39730.6 ff).

#### 4. **Reasons for Procurement.**

A. **Expiration of Benton Crossing Landfill Site Lease.** The site lease between the County and Los Angeles County Department of Water and Power prohibits the acceptance of new waste at the site effective January 1, 2023. On the contract date Benton Crossing Landfill provides integrated waste management services, including:

- 1) Solid waste disposal
- 2) C&D debris burial
- 3) Treated wood waste, processing, and reuse



- 4) Drop of recyclables: glass, aluminum, paper
- 5) Paint recycling
- 6) Carpet recycling

B. **Integrated Materials Management Center (IMMC).** The County is developing an integrated materials management program to replace the services provided at Benton Crossing landfill, including:

- 1) Waste transfer station development and operations under a Transfer Services Contract;
- 2) Diversion operations under Materials Management Contracts and on-house at the County-owned Pumice Valley Landfill and Transfer Station, such as:
  - a. C&D debris burial
  - b. Treated wood waste, processing and reuse
  - c. Drop off of recyclables: glass, aluminum, paper
  - d. Paint recycling
  - e. Carpet recycling
  - f. Propane tank recycling

5. **Multiple Contracts:** County has solicited proposals to provide a system of integrated waste management in the County through multiple contracts with potentially different contractors, such as the following:

- 1) **Transfer Services:** Providing and operating a waste transfer station to accept waste delivered by self-haulers, commercial haulers, and County Franchisees, and transfer of their waste into containers or trucks for long-haul transport;
- 2) **Transport.** Waste transport contracts to long-haul waste from the IMMC and/or transfer station for disposal.
- 3) **Disposal.** Waste disposal contract to dispose of transported waste.
- 4) **Satellite Transfer Stations.** Operation of and waste transfer from six existing satellite transfer stations to the IMMC or transfer station location.
- 5) **County Facilities Collection.** Collection of waste from County facilities.

6. **“Good faith effort”.** By entering into these contracts, County demonstrates “good faith effort” not only to comply with law but also to maximize diversion of solid waste from landfill disposal.

7. **Authorization.** The County is authorized to procure this Master Contract with or without competitive bidding and on a (non)exclusive basis (PUC 40059(1)(2)). County finds that competitively procuring this Master Contract and Service Contracts on an exclusive basis is in the best public interest.

## GLOSSARY

Words in this Master Contract have the meanings given this Glossary, whether they are capitalized or in lower case font.

Defined Term	Definition / Section Cross-Reference
AB 939	California Integrated Waste Management Act, PRC 40,000 <i>et seq.</i>
affiliates	All persons (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Contractor because of direct or indirect ownership interests or common management, including any or all of the following: <ul style="list-style-type: none"> <li>• <b>Subsidiaries:</b> a business in which Contractor owns a direct or indirect ownership interest;</li> <li>• <b>Parents:</b> a business which has a direct or indirect ownership interest in Contractor; and</li> <li>• <b>Siblings:</b> a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Contractor.</li> </ul>
amendments (to insurance)	12.01
Annual Report	10.02; Attachment 10.02
Bank	Attachment 12.02 (Letter of Credit)
Assurance of Performance	12.04
breach	13.01a
calendar year	January 1 through December 31
C&D	construction and demolition waste or debris
CED	4.08b
change order	3.03 ( <i>see also "service change"</i> )
clean wood waste	material handled under the Materials Management Service Contract
CNG	See "DOE CNG"
Combined Services	All services provided by Contractor to County under this Master Agreement and the Service Agreements.
Contract	This agreement, titled on its cover page, and Service Agreements incorporated in this agreement
contract date	The date on the cover page of this Master Contract.
contract fee	1.04
Contract Manager	Attachment 4.07 (Criminal Conduct)

	Contract “Contractor Representative” (contract performance)
<b>contract obligations</b> or <b>contract service(s)</b>	All Contractor’s obligations, requirements, responsibilities, duties, liabilities, and commitments to customers and County under this Master Contract and the Service Contracts, including; <ul style="list-style-type: none"> <li>• Scope of services (Article 3),</li> <li>• Service standards (Article 4),</li> <li>• Keeping records (Article 9), giving reports (Article 1)), and other contract administration provisions,</li> <li>• Indemnifying County (Article 11),</li> <li>• Providing insurance and financial assurances (Article 12), and</li> <li>• Paying liquidated or compensatory damages (Article 13).</li> </ul>
<b>contract term</b>	2.01, including any extensions
<b>contract year</b>	County’s fiscal year, July 1 – June 30 (contrast “calendar year”). <i>For example, used for annual service fee adjustment.</i>
<b>Conviction</b>	Attachment 4.07 (Criminal Conduct)
<b>Contractor</b>	Preamble; including Contractor’s subcontractors and its successors and assigns.
<b>Contractor Representative</b>	15.05 (see also “key personnel”) Contract “Contract Manager” (contract performance)
<b>County</b>	Preamble
<b>County business day</b>	4.03
<b>County insureds</b>	12.01b
<b>County office hours</b>	4.03
<b>County Reimbursement Cost</b>	Attachment 12.02 (Letter of Credit)
<b>County Representative</b>	15.05b (see “key personnel”)
<b>CPI</b>	8.02
<b>Criminal Conduct</b>	Attachment 4.07 (criminal conduct)
<b>day</b>	calendar day
<b>default</b>	14.05; Attachment 14.05
<b>discretionary action</b>	Defined Immediately following Glossary
<b>Dispute Resolution Protocol</b>	15.06
<b>DOE CNG</b>	Department of Energy / Compressed Natural Gas 8 See also CNG.
<b>EIA LNG</b>	Energy Information Agency / liquified national gas 8.02 See also LNG.
<b>Event of default</b>	13.02, Attachment 13.02
<b>e-waste</b>	4.08b

<b>garbage</b>	discarded materials that are putrescible; Contrast “trash”; see “refuse”.
<b>green waste</b>	Material collected under Materials Services Contract
<b>Guarantor, Guaranty</b>	The Guaranty attached to this Master Contract as Exhibit 12.03.
<b>hazardous waste</b>	4.08b
<ol style="list-style-type: none"> <li>1. herein</li> <li>2. hereof</li> <li>3. hereunder</li> <li>4. hereinbefore</li> <li>5. hereinafter</li> </ol>	<ol style="list-style-type: none"> <li>1. in this Master Contract,</li> <li>2. of this Master Contract,</li> <li>3. under this Master Contract</li> <li>4. before the contract date</li> <li>5. after the contract date</li> </ol>
<b>household hazardous waste</b>	4.08b
<b>IMMC</b>	Integrated Materials Management Center: location, where refuse is transferred for transport to disposal facility and other materials, described in Findings 4B, are handled. Or where other materials are handled if refuse is transferred at another location.
<b>Immediate Family</b>	15.03b (Transfer)
<b>including</b>	“including, without limitation”, “including, but not limited to”
<b>indemnification</b>	11.03, including defense, hold harmless and indemnification
<b>Indemnify</b>	See “indemnification”
<b>Inerts</b>	Material handled under the Materials Management Contract
<b>Independent MSW Expert</b>	Attachment 8.03
<b>inventory</b>	9.02b
<b>key personnel</b>	4.05
<b>law</b>	4.04b
<b>liabilities</b>	11.03
<b>liquidated damages</b>	14.03b(2)
<b>LNG</b>	See “EIA LNG”
<b>managed materials</b>	<p>Materials handled under the Materials Management Contract, on the contract date including:</p> <ol style="list-style-type: none"> <li>a. Treated wood waste</li> <li>b. Inerts</li> <li>c. Recyclable C&amp;D and wood waste</li> <li>d. Green waste and clean wood waste</li> <li>e. Tires</li> <li>f. Scrap Metal and white foods</li> <li>g. Recyclables: beverage containers, mixed paper, OCC / old corrugated cardboard</li> <li>h. Carpets</li> <li>i. Mattresses</li> </ol>

<b>Master Contract</b>	This Contract, including all exhibits, attachments, and the Services Contracts (that is incorporated by reference), as any or all may be amended.
<b>materials</b>	See “managed materials”
<b>materials management center</b>	See “IMMC”
<b>materials management facility</b>	See “IMMC”
<b>Materials Management Contract</b>	Contract by that name between County and one or more contractors to handle managed materials.
<b>materials management site</b>	Location of contractors’ operations under the Materials Management Service Contracts, where they, which may be within the County’s materials management center.
<b>may</b>	authorized, allowed, or permitted, but not obligated
<ul style="list-style-type: none"> <li>• <b>Notice</b> (or Notify)</li> <li>• <b>“due Notice”</b></li> </ul>	<ul style="list-style-type: none"> <li>• Notice in form required under 15.02 (or to give Notice in that form).</li> <li>• Notice given under 15.02</li> </ul>
<b>organics</b>	materials that are or were recently living, such as leaves, grass, agricultural crop residues, or food scraps; individual Service Contracts may define “organics” differently for reasons including compliance of regulations. Those definitions will govern over the definition in this Master Contract
<b>Ownership</b>	Defined only for 15.03b (Transfer)
<b>parties</b>	Contractor and County
<b>permitted waste</b>	discards that can be disposed in a Class II landfill (CA) see “unpermitted waste” Compare “transferable waste”
<b>permits</b>	4.04b
<b>person</b>	Means any of the following: <ol style="list-style-type: none"> <li>1. individual;</li> <li>2. firm, association, organization;</li> <li>3. partnership, corporation, joint venture;</li> <li>4. trust;</li> <li>5. the United States;</li> <li>6. the State;</li> <li>7. the county, a municipality or special purpose district; or other entity.</li> </ol>
<b>Pleas</b>	Attachment 4.07 6 (Criminal Conduct)
<b>Position of Influence</b>	Attachment 4.07 (Criminal Conduct)

<b>processing</b>	<p>controlled separation, recovery, volume reduction, or recycling of solid waste, earthen materials, and inert debris, including</p> <ul style="list-style-type: none"> <li>• organized, manual, automated, or mechanical sorting;</li> <li>• chipping, grinding, shredding or baling;</li> <li>• the use of vehicles for spreading of waste for the purpose of recovery; and</li> <li>• the use of conveyor belts, sorting lines or volume reduction equipment,</li> </ul> <p>all consistent with 14 CCR 17381.</p>
<b>Processing facility</b>	<p>a facility that receives solid wastes and</p> <ul style="list-style-type: none"> <li>• temporarily stores,</li> <li>• separates,</li> <li>• converts, or</li> <li>• otherwise process materials in the solid wastes.</li> </ul> <p>Examples of solid waste that is processed includes recyclables, C&amp;D debris, inert debris, scrap metal, appliances, tires and e-waste.</p> <p>“<b>processing facility</b>” excludes all of the following</p> <ul style="list-style-type: none"> <li>• facilities whose principal function is to receive, store, separate, convert, or otherwise process in accordance with state minimum standards, manure</li> <li>• wastes that have already been separated for reuse and are not intended for disposal,</li> <li>• storage incidental to the conduct of a refuse collection and disposal business</li> <li>• an EMSW conversion facility as defined in the Public Resources Code.</li> </ul>
<b>Quarterly Report</b>	10.02a
<b>reasonable</b>	prudent, done in good faith, and corresponding to commonly accepted practices to one similarly situated.
<b>Reasonable business efforts</b>	Good faith efforts that are reasonable in the judgment of someone engaged in for-profit business, considering how much it costs.
<b>Rate Adjustment Protocol (Changes in Service)</b>	Attachment 8.02b
<b>Rate Adjustment Protocol (Scheduled Annual Adjustment)</b>	Attachment 8.02a
<b>records</b>	9.01
<b>recyclable C&amp;D and wood waste</b>	Managed materials under the Materials Management contract

<b>refuse</b>	“trash” and “garbage”; See also “solid waste”
<b>regulatory authority</b>	4.04b
<b>reimbursement costs</b>	See “County reimbursement costs”
<b>Related Party</b>	Attachment 4.07
<b>Representations and Warranties</b>	Attachment 1.01
<b>RFP</b>	Request for Proposals issued by the County to procure this Master Contract, to which Contractor responded.
<b>scrap metal</b>	Managed material handled under the Materials Management Contract
<b>services</b>	See “contract services”
<b>service asset documents</b>	14.04h
<b>service assets</b>	14.04b
<b>service change</b>	3.03 ( <i>see also change order</i> )
<b>service contracts</b>	Contracts between the County and one or more Contractors incorporated into this Master Contract by reference, listed in the Introduction.
<b>Service day</b>	Day when Contractor must provide service in each respective Service Contract.
<b>service fee</b>	8.01
<b>Service Fee Adjustment Procedure</b>	3.03b
<b>service fee payment date</b>	8.01
<b>Service Fee Schedule</b>	8.01 / Attachment 8.01 in Service Contracts
<b>sole discretion</b>	Immediately following Glossary
<b>solid waste</b>	<p>“Solid waste “defined in PRC 40191 that is discarded in the contract service area, including the following:</p> <ol style="list-style-type: none"> <li>1) refuse (rubbish and garbage);</li> <li>2) recyclables discarded and mixed with other solid waste;</li> <li>3) organics discarded and mixed with other solid waste;</li> <li>4) bulky waste; and</li> <li>5) construction &amp; demolition debris.</li> </ol> <p>The following are <i>not</i> solid waste:</p> <ol style="list-style-type: none"> <li>1) recyclables discarded separately from other solid waste;</li> <li>2) organics discarded separately from other solid waste, and</li> <li>3) materials identified by the County that are difficult to handle.</li> </ol>
<b>solid waste facility or solid waste management</b>	a solid waste transfer or processing station, a composting facility, a gasification facility, a transformation facility, an EMSW

	conversion facility, (defined in the PRC 40100 et seq., and a disposal facility.
<b>solid waste handling</b>	3.02 (see also “solid waste management”)
<b>solid waste management</b>	3.02 (see also “solid waste handling”)
<b>State</b>	State of California
<b>Stated Amount</b>	Attachment 12.02 (Letter of Credit)
<b>subcontractors</b>	4.08a
<b>tires</b>	Material handled under the Materials Management Contract
<b>Transfer Transfer Costs Deposit</b>	15.01b 15.01c
<b>transferable waste</b>	Permitted waste that can be delivered to the Transfer Station and loaded into transport trucks
<b>trash</b>	Discarded materials that are non-putrescible Contrast “garbage”; see “refuse”.
<b>treated wood</b>	Materials handled under the Materials Management Contract
<b>Uncontrollable circumstances</b>	Attachment 13.02
<b>universal waste</b>	4.08b
<b>unpermitted waste</b>	4.08 compare “permitted waste”
<b>violation</b>	Attachment 13.02
<b>waste management facility</b>	See “solid waste facility”
<b>white goods</b>	Managed material handled under the Materials Management Contract
<b>year</b>	A calendar year of January 1 through December 31, <i>unless</i> “contract year” is specified. (For an example of “calendar year” see provisions for liquidated damages and submitting reports.)

**Presumed Reasonableness.**

Each party will exercise any discretionary action in a manner that is reasonable, unless it reserves sole discretion.

**discretionary action** means approval, disapproval, or consent; option, election, or choice; opinion; determination; or discretion under this Master Contract or interpretation of this Master Contract.

**Exercise of Discretion.**

Recognizing that contract services are essential to public health and safety, where this Master Contract explicitly provides that County reserves sole discretion, Contractor will not question or challenge County’s exercise thereof and where Contractor reserves sole discretion, County will not question or challenge Contractor’s exercise thereof.

**sole discretion** means that the exercise of any discretionary action is in a party’s sole, exclusive or absolute discretion, control or judgment.



**Gender.**

Words stated (or implied) in the masculine gender include correlative words of the feminine and neuter genders, and vice versa. For example, *“he” and “she” are used interchangeably.* In addition, words relating to individuals in neuter gender include correlative masculine and feminine gender. *For example, “customer” refers to both men and women, whether the related adjective “his” or “her” is used; and “County Representative” includes both male and female staff.*

**References.**

References to “articles” or “sections” means sections in this Master Contract unless a Service Contract is explicitly stated. References to “subsections” means references to the section of which the subsection is a part.

## **ARTICLE 1 – CONTRACT RIGHTS and OBLIGATIONS**

**1.01 Exclusive, Limited, and Non-Exclusive Contracts.**

Under a Service Contract County may grant Contractor and Contractor may accept exclusive, limited exclusive, or non-exclusive rights, including contract rights, and obligations to provide contract services described in that Service Contract, subject to exclusions. Contractor may enforce its right and privilege and act against anyone who is violating that right and privilege.

**1.02 Contract Fee.**

County may charge Contractor fees, including contract fees, under Service Contracts or contracts. In consideration for its Service Contract, Contractor will pay County the fee, if any, in the amount, at the time, and in the manner provided in that Service Contract.

**1.03. Definition of Rights.**

Contractor acknowledges the following:

- a. that this Master Contract does not grant Contractor any rights under PRC §49520 and
- b. the Contractor does not have the right to make any claim under PRC §49520 but only under this Master Contract.

Upon expiration or termination of this Master Contract, Contractor will stop providing contract services even if the expiration or termination occurs before the end of the period described in PRC § 49520. After expiration or termination of this Master Contract, County may re-procure one or more agreements for contract services with Contractor or other persons/entities. Those agreements may be exclusive, partially exclusive, or wholly exclusive contracts, contracts, licenses, permits or otherwise, with or without competitive bidding.

**1.04 Representations and Warranties**

Contractor and County make the representations and warranties in Attachment 1.04.

## ARTICLE 2 - TERM

### 2.01 Term.

The term of this Master Contract begins on the contract date and ends upon the expiration or termination of the Service Contracts, including any extension thereto.

### 2.02 Continuing Obligations.

#### a. Survival of Terms

The following provisions will survive the expiration or termination of this Master Contract:

- 1) **Indemnification, etc.:** All acknowledgments, representations, warranties, indemnities, defenses and releases, including the defined "Indemnification";
- 2) **Records and Reports:** Obligations with respect to records, reports and financial statements; and
- 3) Any other provisions of this Master Contract (including the Service Contracts) stated to survive the expiration or termination of this Master Contract.

#### b. Cooperation During Transition to New Contractor.

When this Master Contract expires or terminates Contractor will cooperate fully with County and succeeding contractor(s), licensee(s), permittee(s) or anyone else providing similar services.

#### c. Undepreciated Assets.

Contractor acknowledges that it has no right to recover an amount equal to the undepreciated value of assets it uses to provide contract services that might remain at the expiration or termination of this Master Contract, from either the County or customers, *except* for amounts that County must pay Contractor if County exercised any option to purchase assets under a Service Contract, such as operating equipment.

#### d. Future Agreements.

This Section does not preclude County, at its discretion, from entering into a succeeding agreement with Contractor to provide services like services under this Master Contract.

## ARTICLE 3 - SCOPE OF SERVICES / SPECIFICATIONS

### 3.01 Services.

Contractor will provide contract services under its Service Contract. Contractor acknowledges that County is not responsible for supervising or performing contract services. Contractor has full freedom, discretion and responsibility to solely determine the manner of providing contract services. Contractor is responsible for the security and safety of all equipment, tools, product, and anything that it uses to

provide services or keeps at the place where it provides services. County is not responsible for the damage, theft, or other misuse of Contractor's property.

### 3.02 Emergency Assistance

#### a. Services.

(i) **Requested by County.** Upon County request, in health and safety emergencies determined by County (such as an earthquake, mudslides, or fire) Contractor will promptly provide solid waste management services like contract services provided under its Service Contract. Contractor will charge County directly, no more than 20% of its then-existing service fee for such services, unless Contractor provides documentation satisfactory to the County that its actual costs exceeded the 20% surcharge.

(ii) **Emergency Plan.** Contractor will develop an emergency plan together with the Mono County Office of emergency service. It will give emergency contact communications means such as phones or computer applications so County can always reach Contractor all day, every day including holidays.

**solid waste management or solid waste handling** means collection, transportation storage, transfer or processing recyclables and organics and disposal of processing residue, and related tasks to protect the public from solid waste threats to health and safety.

#### b. Documentation.

Contractor will file information with County, State or Federal officials related to cost of providing the emergency services (such as number or quantity of vehicles, fuel, employees, tonnage, and disposal fees).

### 3.03 Change in Services / Change Order.

#### a. Direction / Request.

County may direct a change in contract services or a change order. Contractor may request a change in service or change order. Both shall be in accordance with Attachment 3.03. Parties will follow the Service Fee Adjustment Procedure.

**Service Fee Adjustment Procedure** means the process in Attachment 8.02b "Adjustments for Services / Change Orders: Plan Presentation, Review, and Agreement" in this Master Contract and corresponding attachments in Service Contracts .

Parties may withdraw their request at any time, for any reason.

#### b. New Service.

The change in service might be an additional, new service that Contractor does not provide under its Service Contract. If County and Contractor cannot agree upon the service fee

adjustment, if any, within the time required under the Service Fee Adjustment Procedure, County may implement proposed additional service itself or through others.

*Examples of new services include:*

- *transferring source- separated organics under a Transfer Contract;*
- *transporting organics to a processing facility under a Transport Contract;*
- *processing organics under a Disposal Contract.*

**c. Change in Existing Service.**

The change in service might be an existing service that Contractor provides under its Service Contract. If County and Contractor cannot agree upon the service fee adjustment, if any, within the time required under the Service Fee Adjustment Procedure, then

- either one may request review by the Independent MSW Expert; or
- if neither requests a review, County may implement the proposed change service itself, or through others. Contractor will cooperate in implementing the change.

**d. Implementation of Change.**

(1) **County-Initiated.** Contractor will implement change directed by County at the times provided in the plan that it submitted to County, upon occurrence of if either of the following:

- parties agree upon the change, or
- the Independent MSW Expert determines that the cost of the change is within the minimum amounts allowed under the Service Contract.

(2) **Contractor-Initiated.** Contractor will implement the change that it requested at the times provided in the plan that it submitted to County, upon occurrence of either of the following:

- County approves Contractor's change, or
- if the County does not approve Contractor's change in the amount determined by the Independent MSW Expert, *unless* Contractor withdraws its request at its sole discretion.

**e. Unexcused Breach.**

If Contractor's breach of this Master Contract directly or indirectly caused the need for a change order, the service fee will not be adjusted *unless* the breach is excused by an uncontrollable circumstance. Contractor will not be entitled to any compensation for implementing the change order change orders occasioned by noncompliance with this Master Contract.

### 3.04 Vehicles

Unless excepted by County, Contractor will meet requirements in this subsection with respect to its vehicles.

**a. Air Emissions.**

Unless waived by the County, as a contractual obligation (even if Contractor is not obligated to do so under law) Contractor will meet the State's Clean Air Regulations for Heavy Diesel Vehicles on Contractor's vehicles used within the State, including:

1. Idling limits
2. Performing annual smoke opacity tests or smog checks,
3. Using and maintaining particulate matter filters, including training drivers to understand the monitoring system / indicator lights, maintaining the proper engine duty cycle, complete regeneration cycles, and removing noncombustible ash.

**b. Safety.**

Promptly upon County request, Contractor will give County a copy of its vehicle maintenance log and any safety compliance report, including all of the following:

1. any report issued under Division 14.8 of the California Vehicle Code (Section 34500 *et seq.*), and
2. the biennial "BIT" inspections conducted by the California Highway Patrol; and
3. comparable logs and reports required under other applicable state law.

**vehicle(s)** means all rolling equipment used to transport materials from to or from the IMMC, whether owned or leased by Contractor.

**c. Vehicle Identification.**

1. **Lettering**

**(i) Mandatory.** Upon Contractor request, Contractor will place all of the following information on every vehicle in letters and figures at least three inches high in colors that contrast with the background:

- I. Contractor's name (not an affiliate's), *unless* Contractor immediately informs County that Contractor has substituted another vehicle without Contractor's name to temporarily provide collection when the vehicle that Contractor usually uses for collection in the County is undergoing repair;
- II. toll-free telephone number; and
- III. unique vehicle number.

**(ii) Prohibited.** Contractor will *not* place any other words (such as County name) or pictures (such as County logo) without County consent.

**d. Vehicle Maintenance.** Contractor will maintain vehicles in clean condition and good

repair so that they operate properly and safely.

1. **Inspections.**

- (i) **CHiP.** Contractor will have the California Highway Patrol or another state's comparable entity inspect each vehicle under law.
- (ii) **County.** Contractor will conduct additional inspections (such as brake testing) within one week of County request. Contractor acknowledges that County may – but is not required to - inspect vehicles.
- (iii) **Drivers.** Contractor's drivers will conduct pre-and post-route inspections daily.

2. **Oil Recycling, Re-refined Oil.** Contractor will recycle all used oil from its vehicle maintenance operations.

3. **Spare Vehicles.** Contractor will maintain a sufficient number of spare vehicles, fully fueled and ready to dispatch within 3 hours, to repair or replace any vehicle that breaks down on route so that service is minimally delayed.

e. **Auto Liability Insurance.** Contractor will list all vehicles that it uses to provide services on its auto liability policy.

**3.05 Contractor Autonomy.**

Contractor acknowledges that County is not responsible for supervising or performing contract services. Contractor has full freedom, discretion and responsibility to solely determine the manner of providing contract services.

## **ARTICLE 4 - SERVICE STANDARDS**

**4.01 Solid Waste Management.**

Contractor will provide services in accordance with recommendations and best management practices of professional associations and the standards in the Service Contracts. Examples of professional associations includes National County Engineers Association, National League of Cities, Solid Waste Association of North America, and National Waste and Recycling Association.

**4.02 County Review.**

At least 2 weeks prior to distribution, Contractor will give County copies of all materials that reference contract services, such as:

- 1. general customer correspondence, not relating to individual customer accounts
- 2. sales brochures
- 3. commercial advertisements; and
- 4. news releases.

County may comment on the materials and Contractor will respond to those comments. If Contractor finds materials satisfactory, Contractor may distribute them.

#### 4.03 Responsiveness to County.

Contractor will:

1. **Calls:** Return telephone calls from County to the individual who made that call during County office hours no later than the next County business day;
2. **Meetings:** Meet with County during County office hours within one week of County's oral or written request, at the location directed by County;
3. **E-mails:** Respond to all e-mails from County within 48 business hours; and
4. **Correspondence:** Respond to written correspondence from County within one week of receiving it.

**"County office hours"** means hours that County administration building is open to do business with the public.

**"County business day"** means days that County administration building is open to do business with the public.

#### 4.04 Compliance with Law.

##### a. Incorporation.

1. **Contractual Obligations.** Contractor will comply with all law applicable to this Master Contract, contract services, and Contractor's operations. Provisions of law are incorporated into this Master Contract by reference as Contractor's contractual obligations. As a contracting party, County may enforce those provisions as breaches of this Master Contract.
2. **Contract Compliance.** If Contractor does not comply with the County Code, County may:
  - I. Enforce the Code (subject to fines or penalties);
  - II. Treat such violations as breaches of this Master Contract (subject to remedies under this Master Contract); or
  - III. Both. County has no obligation to enforce law.

##### b. Examples.

This Master Contract contains examples of law, including County Code, ordinances, and rules and regulations issued by the County Health Department, subject to approval by the County Board, such as:

1. Accumulation of solid waste on private property, including residents' and businesses'; nuisances;
2. Frequency of removing solid waste, especially putrescible solid waste;
3. Transporting solid waste on County roads; and
4. Littering, dumping, and discarding solid waste.

**law** means any or all of the following enacted, adopted, promulgated, issued, ruled, ordained, determined or otherwise made by any regulatory authority with respect to Contractor’s operations, services, this Master Contract, and Service Contracts:

- 1) laws, statutes,
- 2) rules, regulations,
- 3) guidelines, policies,
- 4) licenses, permits,
- 5) actions, determinations, orders or requirements,

including their future amendments, supplements, restatements, recodifications or replacements.

**regulatory authority** means any federal, state or local governmental unit (whether a separate entity or a department or division) that does any or all of the following:

- 1) **promulgates law** that is applicable to Contractor’s operations, services, or this Master Agreement, and Service Franchises;
- 2) **regulates** franchise services or operations of Contractor, or
- 3) **enforces law** applicable to franchise services or operations of Contractor.

Examples of regulatory authorities include:

- 1) **transportation:** CA DOT, CA DMV,
- 2) **environment:** AQMD, water board,
- 3) **labor:** EDD, U.S. Immigration and Naturalization Services, federal and state departments of labor,
- 4) **taxation / financial affairs:** IRS, CA Franchise Tax Board, SEC, federal and state Departments of Justice,
- 5) **County,** and
- 6) **LEA:** The Local Enforcement Agency for the County.

**“permit(s)”** means any or all permits, orders, licenses, approvals, authorizations, consents and entitlements that are required under law with respect to contract administration and operations, and contract service.

**c. Permits.**

Contractor will attach copies of permits to the Services Contract(s).

**d. Fines.**

If any regulatory authority imposes fines, penalties, or other fees with respect to Contractor’s service obligations, Contractor will pay County those costs, including reimbursement costs of addressing, protesting, or otherwise handling those fines, penalties, or other fees.

**4.05 Key Personnel.**



**a. Identity of Key Personnel.**

Contractor acknowledges that providing contract services is personal in nature, since it requires all of the following:

1. Continuous and extensive communication between Contractor's personnel and County staff;
2. Knowledge of County roads, terrain, and weather conditions; and
3. Familiarity with detailed contract requirements under this Master Contract (such as reporting) and Service Contracts.

Contractor will identify its key personnel in either or both Attachment 4.05 and in Service Contracts. Contractor may identify back-ups for key personnel when key personnel are unable to provide services, such as if ill, on vacation, or leave.

**b. Background Check of Personnel.**

1. **All Personnel.** Contractor will conduct a thorough background check of each person before that person begins work under this Master Contract.
2. **Key Personnel.** Contractor will not designate anyone a key person if it knows of, or if that person's background check discloses, a felony conviction or other matter which casts any reasonable doubt on the competency, reliability or honesty of that person; or if he or she is a person of Influence, has engaged in Criminal Conduct.

**c. Contractor Change.**

No less than 30 days before any Contractor-directed change in key personnel, Contractor will use reasonable business efforts to notify County. In its notice, Contractor will include the name and professional qualifications of the replacement personnel.

**d. All Employees.** Contractor will take all of the following actions:

1. give employee operational and safety training to perform services and the procedure to follow upon discovery of hazardous waste.
2. keep complete training records,
3. carry out drug and alcohol testing, and keep complete testing records,
4. ensure that every employee has in full force and effect a valid license or certification required by law and keep copies of licenses and certifications, and
5. furnish employees with personal protective equipment and instruct them as to its proper use.

## 4.06 Subcontractors

### a. Acknowledgements.

Contractor acknowledges that the experience and performance record of Contractor's subcontractors were of utmost importance to the County in the County's evaluation of Contractor's response to a request for proposals, its selecting Contractor for negotiations and executing this Master Contract.

**subcontractor** is individual or entity that Contractor engages to conduct contract services.

### b. Identification.

1. **Contract Date.** Contractor represents that it has listed all its subcontractors as of the contract date in the attachment provided in the Service Contract.
2. **After the Contract Date.** Contractor will notify County of any proposed addition to or replacement of the subcontractors with which Contractor contracts or engages under this Master Contract a Service Contract. Following County acceptance, Contractor will update the subcontractor attachment in the Service Contract.

### c. Emergencies.

In an emergency, upon immediate telephonic or other oral notice to the County followed promptly by notice, Contractor may hire additional or substitute subcontractors for up to 7 consecutive days without asking County. After 7 days, Contractor may continue engaging those subcontractors only with County consent.

### d. Obligations.

Contractor is responsible to ensure that Subcontractors provide their subcontracted services in the same manner as the corresponding services in this Master Contract, whether or not "subcontractor" is referenced explicitly, to ensure that subcontractors comply with this Master Contract as Contractor must comply. Contractor will further meet all of the following obligations:

1. Contractor will not enter into any subcontracts or other agreements that conflict or do not comply with provisions in this Master Contract.
2. Contractor will timely pay its all subcontractors, materialmen, suppliers, employees, and anyone else that Contractor engages.
3. Contractor will coordinate, schedule, manage, and supervise its officers, employees and subcontractors. Contractor remains responsible to the County for their performance, including errors, deficiencies or failures.

4. Contractor will only hire subcontractors that are licensed as required under law to perform their subcontracted work. The Contractor will remain liable for the full and complete performance of its obligations under this Contract.
5. Contractor will include both the following provisions in all contracts with subcontractors or other documentation for materials or services:
  - Acknowledge that County is not liable for any obligations under that subcontract, including paying compensation; and
  - Protect and preserve all County’s rights under this Master Contract.

Using the explicit words “contractor and subcontractors” in some, but not all text, does not imply that using the one word, “contractor”, excludes “subcontractor”. “Contractor and subcontractor” may be used for emphasis or clarity.

**e. Subcontracts.**

Contractor will attach a copy of its subcontract with each subcontractor in the Service Contract.

**4.07 Criminal Conduct.**

**a. Notice.**

1. **Contractor Representative etc.** Contractor will immediately inform County of any Convictions or Pleas with respect to Criminal Conduct by any Contractor Manager described in Items 1-4 of the definition of “Contractor Manager”.

**Conviction** means any or all of the following:

1. a criminal conviction,
2. a permanent mandatory or prohibitory injunction, or
3. a final judgment or order

from a regulatory authority of competent jurisdiction with respect to any Criminal Conduct.

**Pleas** means either or both of the following,

1. pleading “guilty”, or
2. entering a plea of “nolo contendere” or “no contest”

to Criminal Conduct.

**Criminal Conduct** means any or all of the following:

1. **fraud or 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, organics or solid waste services of any kind (including collection, hauling, transfer, processing, composting or disposal), including this Contract,.
2. **bribery** or attempting to bribe a public officer or employee of a local, state, or

federal agency by Contractor or by any Contractor Manager in that Contractor Manager's official capacity,

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 or special waste**, the occurrence of which Contractor or any of its Contract Managers knew or should have known,
5. **violation of antitrust laws**, including laws relating to price-fixing, bid-rigging and sales and market allocation, or
6. **violation of unfair and anti-competitive trade practice laws**, including the inflation of waste collection, hauling or disposal service fees, and predatory pricing.

2. **Position of Influence.** Contractor will use reasonable business efforts to immediately inform County of any Convictions or Pleas with respect to Criminal Conduct by any Contractor Manager described in Item 5 of the definition of "Contractor Manager".

**Contractor Manager** means any or all of the following:

- 1) Contractor,
- 2) Contractor is the Contractor Representative under this Master Contract
- 3) Contractor officers and directors,
- 4) the officers and directors of any direct or indirect parent corporation of Contractor, or
- 5) anyone in a Position of Influence

**Position of Influence** means the authority or responsibility to directly or indirectly administer, manage, direct, supervise, monitor or oversee contract services or this contract, including any or all of the following:

1. **Contract administration:** reviewing or negotiating Contractor's contracts (including this Contract),
2. **Legal services:** providing in-house legal services with respect to contract services or this Contract,
3. **Budgeting:** preparing or overseeing Contractor's operating and capital budget, or
4. **Policies / Procedures:** establishing policies and procedures related to the Criminal Conduct.

b. **Cure.** Contractor must do either of the following upon the occurrence of any Conviction or Plea of one or more Contractor Managers with respect to Criminal Conduct:

1. **Terminate from employment** or remove from office either or both:
  - the offending Contractor Manager who is an individual, or
  - with respect to a Contract Manager that is not an individual (such as an

affiliated corporation), each individual responsible for the Criminal Conduct),  
*unless:*

- otherwise directed or ordered by regulatory authority of competent jurisdiction and/or authority, or
- termination would subject Contractor, an affiliate or any of its Contractor Managers to substantial liability for breach of any labor agreement entered into after the Contract date, or

2. **Terminate the participation** from a Position of Influence any or all of the Contractor Managers described in the preceding subsection a,

3. **No Subversion.** Contractor will not place anyone who is the subject of any Conviction or Plea under this Master Contract to a position (for example, in another affiliate) where that person would continue to be in a Position of Influence.

c. **County Remedy.** County in its sole discretion may terminate this Master Contract or may impose other sanctions that it deems proper (including financial, temporary suspensions or any other condition County deems appropriate), in any or all of the following events:

- Contractor or any affiliate fails to implement the cure under the preceding Subsection, or
- the Criminal Conduct is related to this Master Contract or to the County, or
- the Criminal Conduct is both of the following:
  - a felony, and
  - is related to this Contract,
- unless
  - the Criminal Conduct is described in Item 4 of the definition of “Criminal Conduct” with respect to unpermitted waste, and
  - Contractor did not have actual knowledge of that Criminal Conduct.

Contractor must be given the opportunity to present mitigating evidence during the preceding notice period. County will consider that evidence.

Contractor will comply with its obligations under Attachment 8.06 to identify anyone in a Position of Influence and notify County if they have engaged in Criminal Conduct under this Contractor or a Service Contract.

#### **4.08 Unpermitted Waste Handling.**

a. **Unpermitted Waste Handling Protocol.**

Contractor will follow its protocol for handling unpermitted waste, including hazardous waste, under the Service Contracts.

**b. Delivery / Inadvertent Acceptance.**

If Contractor delivers unpermitted solid waste to any facility, or if Contractor accepts unpermitted solid waste, Contractor will take the following actions:

1. **Identity:** make a reasonable business effort to determine who discarded the unpermitted waste; and
2. **Disposal:** cooperate with the facility owners or operators, or person delivering the unpermitted solid waste, to arrange for proper disposal under law.

**unpermitted waste** means materials that cannot be disposed of in a Class II landfills described in 27 CCR 20250, such as any or all the following:

- 1) **hazardous waste,**
- 2) **e-waste, or**
- 3) **universal waste**

**hazardous waste** means materials regulated under the following or other laws:

- 1) **CA PRC:** "hazardous waste " defined in Section 40141 of the California Public Resources Code,
- 2) **CA HSC:** materials regulated under:
  - Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code (CA H&SC), or
  - Section 25100 et seq. of the CA H&SC,
- 3) **California Hazardous Waste Control Act:** all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste under Sections 25110.02, 25115, and 25117 of the CA H&SC,
- 4) **CA Regulations:** 23 California Code of Regulations Sections 2521 and 2522,
- 5) **RCRA:** materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., (including the Solid Waste Disposal Act Amendments of 1980), and related federal, State and local laws and regulations,
- 6) **Toxic Substances:**
  - a. materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq.
  - b. California Toxic Substances Account Act, CA H&SC 25300 et seq.,
- 7) **CERCLA:** materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq.,
- 8) **household hazardous waste:** household hazardous waste, and
- 9) materials regulated under any future additional or substitute laws pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous waste.

If two or more governmental agencies having concurrent or overlapping jurisdiction over hazardous waste adopt conflicting definitions of "hazardous waste", for purposes of collection, transportation, processing and/or disposal, the more stringent definition is used under this Contract.

**household hazardous waste** means any hazardous waste generated incidental to owning or maintaining a place of residence, excluding any hazardous waste generated during operation of a business concern at a residence, under Section 25218.1 of the California Health and Safety Code.

**e-waste** means waste that is powered by batteries or electricity (such as

- 1) Computers and calculators,
- 2) telephones, answering machines,
- 3) radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, compact disc players/recorders, and calculators), including

**CEDs** (a covered electronic device as defined in California Public Resources Code Section 42463) such as the following:

- 1) cathode ray tube (CRT) device (including television and computer monitor)
- 2) LCD desktop monitor, laptop computer with LCD display. LCD television,
- 3) plasma television,
- 4) any other covered electronic devices listed in the regulations adopted by the California Department of Toxic Substances Control pursuant to California Health and Safety Code Section 25214.10.1(b including household hazardous waste)

**universal waste** means materials that which the California Department of Toxic Substances Control considers universal waste, including materials listed in 22 CCR 66261.9, such as the following:

- batteries
- aerosol cans
- certain mercury-containing devices
- thermostats, lamps, cathode ray tubes,
- computers, calculators,
- telephones, answering machines,
- radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, and
- some appliances.

**[ARTICLE 5 – RESERVED OR INTENTIONALLY OMITTED.]**

**[ARTICLE 6 – RESERVED OR INTENTIONALLY OMITTED.]**

## ARTICLE 7- OWNERSHIP OF SOLID WASTE; DISCLAIMERS.

### 7.01 Ownership.

**a. Prior to Delivery.**

Under this Master Contract the parties deem that the customer or other person delivering materials to Contractor's service site, operations, or facilities owns those materials until that customer or other person discards them at those operations or facilities.

**b. Upon Discard.**

Upon discard at Contractor's operations or facilities under this Master Contract or other time provided under the Service Contract, ownership of permitted solid waste passes to Contractor.

**c. Unpermitted Waste.**

Neither Contractor nor County accept ownership of unpermitted waste under this Master Contract.

**d. Recyclables.**

Ownership of recyclables becomes the property of the party designated in a Service Contract, or if the Service Contract does not make provision, ownership is determined under law.

**e. Disclaimer.**

**(1) Disclaimer.** County makes no representations or warranties with respect to character, content, weight, or volume of any material; any material characterization study; or projections by material type. County makes no representation or warranty that materials handled under this Master Contract do not contain unpermitted waste. County expressly disclaims any representations and warranties, either express or implied, as to the merchantability or fitness of materials for any purpose.

**(2) Diversion Rights.** County may develop, encourage and participate in waste diversion activities, including source reduction, recycling and recovery that may reduce the amount of materials managed under this Master Contract. Contractor will use reasonable business efforts, or other standard in the service contract, to divert materials from landfill disposal

**f. No Contractor Claims.**

Contractor will not make any 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 Master Contract, including the County's Request for Proposals, which differ from the actual operations under this Master Contract.



## ARTICLE 8 - SERVICE FEES.

### 8.01 Service Fees Versus Gate Fees.

- a. **Service Fees.** County and Contractor will bill and pay service fees in the amount, manner, and time under the Service Contracts.
- b. **Gate Fees.** Contractor acknowledges that County has expenses and legal obligations associated with other County landfill sites, state solid waste reporting, recycling/diversion programs and contract management, etc. (i.e., continuing administration costs). The costs to perform these obligations have traditionally been, and will continue to be, integrated into rates charged upon materials accepted at its Satellite Transfer Stations (“gate fees” or “tipping fees”) and a portion of gate fees for specified waste streams at any site will be reserved or paid to the County to enable it to continue to meet its obligations under Applicable Law and to administer the countywide solid waste program (hereafter “County Costs Surcharge”).

The County Costs Surcharge will be applied to the following waste streams: MSW, C&D, Aggregate, Clean Wood, and Organics and will fluctuate based on actual County costs. The County will continue to develop and adopt gate fees in accordance with legal standards, and such fees will be determined at the County’s sole discretion. The gate fees may or may not equal the rates per ton paid to Contractor for the provision of services and established in the Master Contract/any Service Contract. Gate fees may match, increase, or decrease the individual waste stream rates found in the Contract, and any such changes will be at the County’s sole discretion.

### 8.02 Adjustment.

Service fees will be adjusted under Attachment 8.02 and paragraph 6.4 of the Satellite Transfer Station Agreement between Contractor and County.

### 8.03 Offsets.

If Contractor has not paid County any amounts due and payable to County 10 days prior to the service fee payment date, then County may deduct that amount from service fees. If Contractor disputes County’s right to deduct any amounts, County may nevertheless make the deduction pending conclusion of dispute resolution. County will pay Contractor within 30 days of dispute resolution any amounts that County is determined to owe Contractor, plus interest thereon at the rate of 1% per month from the time originally due until paid. Examples of amounts that Contractor might owe County include:

- 1) **Damages:** unpaid damages; and
- 2) **Reimbursements:** unpaid reimbursement and direct costs.

### 8.04 Payment.

- a. **Protocol.** Contractor will submit its invoices in the following manner, unless provided differently in a Service Contract.

- b. **Performance Certification.** Contractor will warrant that it provided all services and/or work performed at time of payment.
- c. **Contractor.** Contractor will submit its monthly invoice in form satisfactory to the County, including supporting documentation, by the 10<sup>th</sup> day of the next calendar month.
- d. **County.** County will pay the invoice monthly on a day specified in County's monthly payment schedule for purchase orders that occurs nearest to the 20<sup>th</sup> of each month. This day is referred to in this Master Contract as the "**service fee payment date**". County will pay the service fee based on records submitted by Contractor satisfactory to the County, including weigh records generated at the transfer station when Contractor removes materials and waste from the site and, as corroboration, weigh tickets generated at the solid waste management facility where Contractor delivers the materials and waste.

## ARTICLE 9 - RECORDS.

### 9.01 Acknowledgements.

Contractor acknowledges County's right to obtain and audit records for reasons including:

- a. **Tonnage:** Determining diversion and quantity of solid waste diverted, recycled and other information that County must report to CalRecycle;
- b. **Monetary Amounts:** Corroborating the amount of any contract or franchise fees, or other monetary amounts owed or paid to County;
- c. **Contract Compliance and Enforcement:** Monitoring Contractor's performance and enforcement of its obligations under this Master Contract and the Service Contracts;
- d. **Pollution claims:** Responding to claims (including superfund claims under CERCLA) with respect to materials that Contractor handled under this Master Contract and Service Contracts; and
- e. **Correspondence with Regulators:** All correspondence between Contractor and regulatory authorities, including notices of permit violations or areas of concern.

### 9.02 Maintenance.

- a. Contractor will keep accurate records in form, media, and two formats satisfactory to County in accordance with Attachment 9.02, with respect to:
  - 1) contract services, and
  - 2) Contractor as a corporate entity.

**Records** means information in print or electronic media, such as with respect:

- 1) customer orders or subscriptions,
- 2) billing files,
- 3) complaints logs,
- 4) regulatory inspections and correspondence,
- 5) permits and licenses of Contractor, and as required by law, its employees
- 6) employee testing, such as for criminal records.
- 7) financial books,
- 8) tonnage receipts,
- 9) information Contractor must include in its reports to County,
- 10) information County must submit to CalRecycle, and
- 11) correspondence related to contract services.

**b. Inventory.** Contractor will maintain a current Inventory

**inventory** means assets used to perform services identified in in each Service Contract.

**c. Back-up.** Contractor will keep copies of records in a location separate from the primary storage location.

**9.03 Retention.**

Contractor will keep records for the following amounts of time:

<b>Financial</b>	4 years following the close of Contractor’s last fiscal year of the contract term.
<b>Disposal</b>	Continually, unless Contractor gives County the option to take over possession of the records.
<b>Other</b>	The contract term plus 4 years

**9.04 County Rights.**

**a. Inspection.**

County, its staff and outside auditors may inspect, audit, and copy records at Contractor's office between the hours of 8:00 a.m. to 5:00 p.m. on County business days, after notifying Contractor by telephone or in writing 5 days in advance, or lesser time if County determines it is in the public’s best interest. If Contractor’s office is outside the County, promptly upon County request Contractor will bring records to County’s offices.

**b. Audit Costs.**

Within 30 days of County request, Contractor will reimburse County for the County Reimbursement Cost of audit and copying expenses if the audit reveals a discrepancy of the greater of 3% or \$500 between following:

- 1) the amount contained in the records (such as the tons of recyclables diverted and processing residual disposed), and
- 2) the amount reported or paid to County (such as contract fees); or representation of any amount that Contractor made or information that it submitted to County.

**c. Requests and Copies.**

Contractor will give County copies of records without charge (except charges for records copied during an audit), by the following times:

RECORDS	TIME
Regarding customer waste management facility complaints:	Immediately (no longer than two hours after receipt).
In electronic form:	Same day as requested.
Other:	Within two service days

**d. Destruction.** Contactor will give County notice before destroying any records and give them to County if requested.

**e. Expiration or Termination.** Upon expiration or termination of this Master Contract, Contractor will notify County of the general contents of records that Contractor has in Contractor’s possession. It will offer to give County any or all those records, or copies of those records, upon County request without charge.

## ARTICLE 10 - REPORTS.

### 10.01 Service Contracts.

Contractor will give County reports under the Service Contracts.

### 10.02 Timing, Form and Content.

**a. Quarterly Report.**

Within 30 days following the end of each quarter of a calendar year, Contractor will submit a report for that quarter including the information in Attachment 10.02a.

**Quarterly Report** means the report described in this subsection.

**b. Annual Report.**

Within 30 days following the end of each calendar year, Contractor will submit a report for that year, containing a summary of the information in the Quarterly Report in Attachment 10.02b.

**Annual Report** means the report described in this subsection.

**c. Operations Report.**

Within 10 days give County Health Department requested operations reports.

**d. Form.**

Contractor will draft reports in format, media and content satisfactory to County.

**10.03 Statements and Information.**

**a. Representation**

Contractor represents that the information and documentation submitted by, or on behalf of, the Contractor to County in connection with the application for and securing of County licenses and permits; the procurement and negotiation of this Master Contract; was correct and complete in all material respects at the time originally submitted and on the date of this Master Contract.

**b. RFP / Procurement.**

Contractor will not make any claim against County based upon any estimates, statements or interpretations of information in connection with the Request for Proposals and procurement of this Master Contract, including materials or solid waste quantities or characterization. In this paragraph "County" includes any officer, employee, agent, or consultant of County.

**10.04 Financial Statements.**

Contractor will give County 3 copies of its financial statements in a form acceptable to County annually within 60 days after the close of Contractor's fiscal year, with the following attachments:

- a. Representation of a certified public account that she has audited Contractor's financial statements in accordance with Generally Accepted Auditing Principles; and
- b. The accountant's following opinion that the statements: have been prepared in accordance with Generally Accepted Accounting Principles consistently applied; and fairly present the financial position, the results of operations and the cash flows of the Contractor; and
- c. Either of the following statements of Contractor's Chief Financial Officer:
  1. A representation that no events subsequent to the preparation of the last financial statement submitted under this Master Contract have materially changed Contractor's financial status or condition; or
  2. A description of any material changes in Contractor's financial status or condition since the preparation of the last financial statement.

Contractor will allow County and its representatives to review the accountant's audit plan and work papers. Within 2 weeks of County's request, Contractor and its accountant(s) will meet with the County and its representatives to discuss the audit. If Contractor provides a guaranty in form

required by the County of a related entity satisfactory to the County, Contractor may give County copies of that guarantor entity's audited financials to comply with this Section.

#### **10.05 Requests Under the Public Records Act.**

If County receives a request under the California Public Records Act for material which Contractor has marked "confidential", County will provide notice to Contractor prior to the release of those documents and will allow Contractor to provide legal authority that supports Contractor's position that the material is exempt from disclosure. If County determines that the material is not exempt from disclosure, County will inform Contractor of its finding and give Contractor an opportunity to seek a court order enjoining that release. If County determines that the material is exempt from disclosure and that determination is ultimately challenged in court, County will inform Contractor and will not oppose a motion by Contractor to intervene in the action. Contractor must either intervene in the action or accept the release of the material. County is not obligated to defend the action and may release the material sought without any liability.

## **ARTICLE 11 – INDEMNIFICATION, HOLD HARMLESS AND DEFENSE**

### **11.01 Obligations.**

#### **a. Indemnification.**

Contractor will indemnify County from and against any and all liabilities arising out of, or in any way connected to, the contract services, including reimbursing County for County liabilities to someone other than Contractor (such as damages resulting from a suit against County by a customer).

#### **b. Release and Hold Harmless.**

Unless arising from County's sole negligence, Contractor will release and hold harmless County from and against any and all liabilities arising out of, or in any way connected to, the contract services, including refraining from seeking reimbursement from County for Contractor's liability to someone else (such as damages resulting from a suit against Contractor by a customer).

#### **c. Defense.**

Immediately upon commencement of any lawsuit, claim, complaint, cause of actions or other demand brought against County for liabilities arising out of or in any way connected to contract services, Contractor will either:

1. defend County with counsel approved by County; or
2. fund County Reimbursement Costs of defense. County may retain co-counsel at its own cost and expense and Contractor will direct Contractor's counsel to assist and cooperate with County co-counsel.

**d. Intent.**

The County and Contractor intend that Contractor’s obligations in this Section constitute 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.

**11.02 County Sole Negligence Excluded.**

Contractor is not obligated to indemnify, release and hold harmless, or defend County if:

- a. County is found solely negligent or to have breached this Master Contract with respect to the Liabilities incurred, by a court of competent jurisdiction after County has exhausted all appeals; or
- b. if County is determined by a regulatory authority to have breached law with respect to the Liabilities incurred after the County has exhausted all appeals.

**11.03 Definitions.**

In this Article, “County” includes everyone described in the definition of "County Insureds".

**Liabilities** includes:

- 1) Lawsuits, claims, complaints, cause of actions and other demands;
- 2) Citations, fines and other penalties;
- 3) Investigations (such as costs of audits) related to another type of liability (such as a fine);
- 4) Judgments, liens, cleanup orders, and damages in contract or tort, including personal injury or death and property damage; and
- 5) Losses, injuries, costs and expenses (including all costs and expenses of litigation, mediation or arbitration), including but not limited to: attorneys’ fees, whether County Attorney or Contractor's staff attorneys or outside attorneys; accountants’ fees, whether County Finance Director or outside accounts; appraisers’ fees; and expert witness fees.

Reference to “**Indemnification**” or “**Indemnity**” in this Master Contract includes the indemnification, release, hold harmless or defense under this Article and the Service Contracts.

**11.04 Scope of Liabilities.**

For purposes of this Indemnification, “liabilities” must meet all the following conditions:

- a. be paid, incurred or suffered by, or asserted against, County;
- b. arise from, or be attributable to, any repair, cleanup or detoxification pursuant to, or preparation and implementation of and of the following plans:
  - any removal, remedial, response, closure, or other (regardless of whether undertaken due to governmental action),
  - which concern any unpermitted waste at any place owned or operated by Contractor, where Contractor delivers, stores, processes, recycles, composts or disposes of solid waste
- c. be caused to an extent by any of the following:

- **Contractor Negligence or Misconduct:** Contractor’s wrongful, willful or negligent act, error or omission, or misconduct; or
- **Non-customer Materials:** Contractor’s handling of any materials, including unpermitted waste, which are generated by someone other than customers or collected from premises other than customers' premises; or
- **Failure to Comply with Hazardous Waste Protocol:** Contractor’s or any subcontractor’s failure to undertake unpermitted waste training procedures required by law with respect to their employees or the Unpermitted Waste Handling Protocol, whichever is more stringent; or
- **Contractor-identified Unpermitted or Hazardous Waste:** Contractor's improper or negligent handling of unpermitted waste that it collects and identifies.

County acknowledges that the mere presence of household hazardous waste in the solid waste does not constitute negligence and create any Liability on the part of Contractor absent any of the circumstances described in this section.

## **ARTICLE 12 INSURANCE AND FINANCIAL ASSURANCE.**

### **12.01 Insurance.**

#### **a. Insurer.**

Contractor will carry insurance under Attachment 12.01 and the Service Contract unless the Contractor is self-insured. Contractor will give County evidence of insurance on the contract date and promptly upon renewal, amendment, or cessation of coverage.

**amendment** with respect to insurance policies mean all of the following:

- Alterations, such as change in terms of policies;
- Additions, such as increasing the amount of coverage or securing riders; endorsements, or new coverage;
- Deletions, such as reductions in coverage either in types of policies procured or terms of policies; removal of riders or endorsements;
- Any other change.

### **12.02 Further Assurances.**

In addition to all other rights and remedies it may have, within 5 days of County request, Contractor will provide reasonable assurances that Contract can timely and fully meet its contract obligations any or all of in the following events:

- Contractor is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing and other concerted job actions);
- Contractor does not pay wages owed to its employees, including prevailing wages if applicable; provide workers’ compensation insurance required by law; or pay employment –related taxes or fees;



- c. Contractor does not regularly pay its bills when due, which In the County’s judgment, jeopardizes Contractor’s ability to timely and fully meet contract obligations;
- d. equipment that is indispensable to performing contract service is seized, attached, or levied upon and not placed back in service in 2 days.
- e. Criminal Conduct with respect to a Contractor Representative.

**Assurance of Performance** means any or all of the following actions, as County requests in its sole discretion:

- 1) Reduction or elimination of insurance deductibles or self-insured retentions;
- 2) Increasing the size of a letter of credit; or
- 3) Providing an additional performance bond, certificate of deposit, or another instrument.

**ARTICLE 13        BREACHES AND DEFAULTS.**

**13.01 Breach.**

- a.     **Procedure.**
  - 1. **Notice:** If County determines that Contractor is in breach of this Master Contract or a Service Contract, County will give Notice to Contractor identifying and describing the breach.
  - 2. **Conference:** County will hold a conference with Contractor within 5 days of Contractor’s request.
  - 3. **Cure:** Contractor will cure the breach within 30 days of receipt of the Notice; a shorter period directed by County if County determines public health and safety require; or a longer period, determined by County, also in its sole discretion. Contractor may request additional time to correct the breach, but County may accept or reject that request. Either the County Board of Supervisors or the County Representative may make the determination, or the acceptance or rejection. All County determinations in this subsection are in County’s sole discretion

**breach** means any failure by Contractor to meet one or more of its obligations under this Master Contract or a Service Contract.

- b.     **Reimbursement Costs.**  
 Contractor will pay County within 5 days of County’s request, County Reimbursement Costs relating to:
  - 1. conducting a non-routine investigation of any declared breach,
  - 2. incurred as a consequence of any breach.
 County’s waiver of any specific breach is not a waiver of any other breach of that same provision.

**c. Waiver**

County's waiver of any specific breach is not a waiver of any other breach of that same provision. County's failure to enforce this Master Contract is not a waiver of any breach.

**13.02 Default.**

Events of default are listed in Attachment 13.02.

**event of default** means each item listed in the table in Attachment 13.02 and any additional items in Service Contracts.

## **Article 14 ENFORCEMENT OF AGREEMENT/REMEDIES**

### **14.01 Remedies**

**a. Under Law.**

Either party may avail itself of any remedy available under law.

**b. Scope of Remedies.**

County may enforce this Master Contract or Service Contract in any or all of the following ways:

1. If Contractor's breach is a default, execute alternative agreements to provide contract services like those under this Master Contract or Service Contract;
2. Seek to obtain injunctive relief and/or damages; and/or
3. Assess damages. County's choice of enforcement does not limit its option to exercise other remedies available under this Master Contract, in law or at equity; or
4. Suspend or terminate this Master Contract or a Service Contract.

### **14.02 Injunctive Relief.**

Contractor acknowledges that County's remedy of damages for breach may be inadequate for many reasons, including any or all of the following:

1. The urgency of timely, continuous and high-quality contract service, including collection, transportation and/or transfer for disposal of putrescible wastes which constitute a threat to public health;
2. The long time and significant investment of money and personnel (both County staff and private consultants, including financial advisors, procurement counsel, and elected County officials) that would be required to again request and evaluate qualifications and proposals for replacement service comparable to contract service for the price under this Master Contract, and to negotiate new agreements for those service;
3. County reliance on Contractor's technical solid waste management expertise; or
4. Contractor's mishandling of unpermitted waste increases County risk of liability for environmental damage due to release or threatened release of hazardous or toxic substances, petroleum products and other materials, including any or all of the following:
  - Water or ground water contamination;
  - Replacement or restoration of natural resources; or

- Repair, cleanup or detoxification of the solid waste management facility and any related removal, remedial, response, closure or other plan, whether under Section 107(e) of CERCLA Section 9607(e). California Health and Safety Code Section 25364 or other law.

Consequently, County is entitled to all available equitable remedies, including injunctive relief.

### 14.03 Damages.

#### a. **Compensatory.**

##### 1. **Substitute Services.** Contractor will pay compensatory damages:

- in an amount sufficient for County to provide waste management services comparable to those under this Contract and the Service Contracts,
- any specific compensatory damages under any Service Agreement,
- any other amount equal to liabilities incurred or losses suffered following Contractor's failure to provide any or all contract services.

##### 2. **Fines and Penalties.** Contractor will pay County damages in amounts equal to the County's reimbursement costs for fines or penalties levied by regulatory agencies, including for damages listed in Section 14.03b.

#### b. **Liquidated.**

##### 1. **Acknowledgements.** The parties acknowledge the following:

- That County incurred considerable time and expense procuring this Master Contract to secure an improved level and quality of waste management, recycling, and compliance with solid waste diversion mandates;
- Consistent and reliable contract services are of the utmost importance to County's compliance with law relating to the diversion of solid waste; and
- The following liquidated damages represent a reasonable estimate of the amount of damages, that County, considering all the circumstances existing on the contract date, including: the relationship of the sums to the range of harm to County that County reasonably could anticipate; and anticipation that proof of actual damages would be costly or inconvenient.

##### 2. **Payment.** Therefore, Contractor will pay any or all of the following liquidated damages. Within 5 days of County's notice its intent to charge liquidated damages, Contractor may confer with County. Following that conference, if County assesses liquidated damages, Contractor will pay them within 7 days of County's request, or longer period allowed by County. Events of default are not subject to the notice-and confer requirements of this subsection.

Reference to "failure" refers to each occurrence of specified breach (such as for each customer and each container order, record entry, or complaint) and not for aggregate occurrences of those breaches (such as for all customers on a given day).

SECTION	FAILURE(s) Under Cited Sections	LIQUIDATED DAMAGES
4.02; Through- out	Give County documentation to review or comment or obtain any County satisfaction, approval, consent, or other permission	Either or both \$300/day until given to County; and until retraction / correction of misinformation and approval
4.03	return County calls or e-mails more than twice/year	\$500 day
4.03	meet timely with County more than twice/year	\$500/day
4.06	follow Unpermitted Waste Handling Protocol	\$500/failure
9.05; 9.06	allow County to inspect, audit or copy records	\$150/day of delay
Throughout This Master Contract and Service Contracts	Submit complete and correct information or reports on time, to complete or correct information within 5 days of County's first request, or to complete or correct information following County's second or subsequent request, 1) quarterly 2) annual 3) AB 939, or 4) other	Until corrected or completed 1. \$200/day 2. \$300/day 3. \$150/day 4. \$100/day For example 1. A report is due on the first of the month but Contractor submits it on the 4 <sup>th</sup> of the month (\$650 due), 2. County asks Contractor on to supply incomplete information the 8 <sup>th</sup> of the month (\$0 due), and 3. Contractor submits corrected report on the 11 <sup>th</sup> day of the month(\$300)= total \$950
		<ul style="list-style-type: none"> <li>• Contractor gives it to County on the 25<sup>th</sup> day of the preceding month.</li> <li>• The report is missing required information.</li> <li>• The report is not deemed submitted until Contractor returns the report to the</li> </ul>

		County with the missing information.
Any other breach	Failure to meet any obligation under this Contract	\$50/day

By signing this Master Contract, each party specifically confirms the accuracy of the statements made in this subsection; and that it has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provisions prior to signing this Master Contract.

- c. **Documents.** In all service asset documents, Contractor must allow the County to:
1. Possess the assets and use them, and
  2. Acquire the assets upon expiration or termination of this the applicable Service Contract.

**service asset documents** means documentation establishing a security interest to or by the Contractor encumbering or limiting the Contractor’s interest in items under this Section, including any replacement or substitute equipment. Examples include:

1. a lease,
2. rental agreement,
3. installment purchase contract,
4. financing contract,
5. acquisition over time,
6. mortgage or
7. other instrument.

Contractor will give County a copy of any service asset document promptly upon County request.

#### 14.04 County Right to Provide Service

County may exercise its rights under this Section and any additional rights described in the Service Contracts in following event:

- Contractor fails to perform any or all service; and
- County determines that public health and welfare is jeopardized.

a. **Performance.** The County may perform, or contract for the performance of, any or all Contractor’s performance obligations. If County’s costs (including the costs of back-up services) exceed the service fees that County would owe Contractor if Contractor had satisfied its contract obligations, then Contractor will pay County the amount of County’s reimbursement costs that exceed the service fee the County would have paid.

b. **Records and Reports.** Upon County request, Contractor will give County immediate either access to, or possession of, or all records, including records related to routing, transport and both materials (permitted unpermitted waste) disposed by Contractor.

**14.05 Suspension or Termination of Contract.**

Together with any other rights that County may have under this Master Contract, the County may suspend or terminate this Master Contract, in whole or in part, in the following events:

**a. Suspension:**

In event of a default, immediately upon Notice or later date prescribed by County. The suspension will continue only until the following, whichever occurs first:

- Passage of 45 days following Notice; or
- Before those 45 days have passed, if Contractor demonstrates to County’s satisfaction that Contractor can once again fully perform its obligations under this Master Contract.

**b. Termination.**

- **Default.** Upon the occurrence of an event of default (or period following the occurrence of the default specified by the County), and Notice to Contractor, County may terminate one, a few, or all Service Contracts to which County is a party with Contractor at the times provided in the table of defaults in Attachment 14.05.

**c. Convenience.** Termination for convenience if provided under the Service Contract.

**14.06 Lawsuits, Venue, Service of Process.**

**a. Jurisdiction: Exclusive California Court Jurisdiction.**

Parties will bring any lawsuits arising out of this Master Contract in California courts, which will have exclusive jurisdiction over those lawsuits.

**b. Venue.**

Venue is made in and will be performed in courts sitting in Mono County. Parties will conduct every hearing or action regarding this Master Contract, whether arbitration or non-judicial, in Mono County.

**c. Service of Process.**

Contractor will accept service of process at any the following addresses:

1. **Notice:** the address where it receives Notices under this Master Contract or the Service Contract,
2. **Corporate Headquarters:** the administrative headquarters of the Contractor,
3. **COI or Business License:** Contractor’s address on its certificate of incorporation filed with the Secretary of State, or on its business license issued by the County,
4. **Contractor Representative** the address of the Contractor Representative. If Contractor has not kept the name and address of the Contractor Representative current as required in Attachment 15.04. Contractor will accept service of process upon the person succeeding the prior-named Contractor Representative(s) as

evidenced by correspondence from Contractor. Correspondence need not use the words “Contractor Representative” if it clearly informs County that that person will be contract manager, contact, and liaison with County.

## **ARTICLE 15      GENERAL PROVISIONS**

### **15.01 Independent Status.**

Contractor and Subcontractors are independent entities and are not officers, agents, servants or employees of the County. This Master Contract is between County and Contractor and is not intended, and cannot be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between County and Contractor, nor County and subcontractors, including for purposes of Workers’ Compensation. Contractor is solely responsible for the acts and omissions of its officers, agents, employees and subcontractors.

### **15.02 Notices.**

When capitalized in this Master Contract, “**Notices**” (or other variations thereof, such as “Notify”, using capital letter “N”) must:

- (1) be in writing;
- (2) be delivered by personal delivery (effective immediately), registered or certified mail, return receipt requested, (effective 3 days after mailing), or commercial delivery service that provides written receipt (effective on day of receipt); and
- (3) be addressed as specified under Exhibit 15.02 (or to other address provided by a party, dated and acknowledged by the other party).

### **15.03 Transfer of Contract.**

#### **a.      County Transfer.**

County may Transfer this Master Contract and any Service Contract to another public entity succeeding to the major portion of County’s solid waste management rights and obligations under this Master Contract. County may Transfer this Master Contract to anyone else if it determines that the transferee is financially capable of meeting County obligations under this Master Contract.

#### **b.      Contractor Transfer.**

County states and Contractor acknowledges that County entered into this Master Contract for reasons including Contractor’s experience, references, financial strength, environmental record, key individuals, labor relations and other criteria. By entering into this Master Contract with Contractor for solid waste management services, County has trusted Contractor to protect the health and safety of the public. Therefore, Contractor will not Transfer this Master Contract, or any rights or duties under it, in whole or in part, whether voluntarily or involuntarily, without County’s prior consent exercised in County’s sole discretion.

<b>Transfer</b> means an action (or inaction) that has any of the following direct (or indirect) effects:
---

- 1) **Control:** The effective control of any of the following has changed: contract; contract services;
  - this Master Contract and its corresponding Service Contract(s); or
  - assets used to provide contract services (including subcontracting any part of contract services without County consent) *unless* Contractor proves to County's satisfaction that effective control has not changed more than 10%;
- 2) **Ownership:** Ownership interest has changed, changing all or a portion of ownership interest (actual or constructive) of Contractor (including buyout, merger, acquisition, consolidation, recapitalization, stock (re)issuance, voting trust, pooling agreement, escrow arrangement, dissolution, or liquidation, unless Contractor proves to County's satisfaction of County that ownership has changed less than 50%; but excluding change of control or ownership interest to a corporation that in which Contractor or an affiliate of Contractor owns 100% of the shares);
- 3) **Assets:** The ownership (actual or constructive) of assets used to provide contract services has changed, *except* for sales or transfers to the Immediate Family or trust created primarily to benefit the Immediate Family; or
- 4) **Substitute Service Provider:** Someone other than Contractor performs contract services or assumes the obligation to provide contract services (including substitution of someone else by a surety company providing a performance bond, contract assignment, transfer, conveyance, or sublease or licensing). For purposes of this definition, an action or inaction includes any or all of the following: assignment by operation of law, such as insolvency or bankruptcy; making assignment for the benefit of creditors; writ of attachment of an execution, or appointment of a receiver taking possession of any of Contractor's tangible or intangible property.

**Ownership** means the state or fact of being the direct or indirect, actual, or constructive owner of property, such as a parent holding corporation owning stock of a subsidiary corporation that in turn owns stock in its own subsidiary corporation or corporations.

**Immediate Family** means any or all of the following:

- 1) individuals having a shareholder or other equity interest in Contractor:
- 2) parent; grandparents; siblings; children; and grandchildren of those individuals

Any Transfer or attempted Transfer of this Master Contract by Contractor or any rights and duties under it, made without County consent, is null and void at County option.

**c. Transfer Costs.**

Contractor must request County's consent in the manner prescribed by County. Contractor will pay County a Transfer Costs Deposit before County is obligated to consider Contractor's request. County will return to Contractor any amount of Transfer Costs Deposit greater than the Transfer costs that County incurred. Within 30 days of County request, Contractor will further pay County the County's additional Transfer Costs greater than the Transfer Deposit, whether County consents to the Transfer. Within 30 days of County request Contractor will pay



County the County's Reimbursement Costs for fees and investigation costs that County deems necessary to enjoin the Transfer or to otherwise enforce this provision.

**Transfer Costs Deposit** means County Reimbursement Costs for

- 1) considering and reviewing Contractor request for Transfer,
- 2) investigating the suitability of the transferee, or
- 3) determining whether or not to give consent to the Transfer,

including fees of consultants and attorneys necessary to analyze the application and to prepare the documents to effectuate the Transfer as well as County staff costs.

#### **15.04 Amendments.**

**a. Changes to Documentation.**

Following Notice to County, the Contractor Representative may make factual changes to the types of documentation that Contractor gives to County under this Master Contract, such as updating identified key personnel, improving the Unpermitted Waste Handling Protocol, or changing the designated Contractor Representative.

**b. Mutual Consent.**

Following mutual consent, County Director of Public Works and Contractor may make

1. changes to the Contractor's obligations under this Master Contract that do not result in a service fee adjustment,
2. or immaterial changes in contract services (such as changing the date that a report is due).

**c. Amendments.**

The following changes are effective only upon approval and execution of a written amendment to this Master Contract by the County Board of Supervisors, including

1. any warranties by the parties;
2. Changes in contract services that result in a service fee adjustment; and
3. Material changes in contract services such as changes to County remedies for contract breach; or the definition of "Events of Default" or "uncontrollable circumstances".

#### **15.05 Representatives.**

**a. County Representative.**

County delegates to County Representative the authority to administer this Master Contract and to exercise County rights, remedies, and options under this Master Contract except with respect to extending the term or the Contract; suspending or terminating the agreement; approving or disapproving Transfer of this Master Contract; or exercising any delegation of authority contrary to law.

**County Representative** means the Public Works Director, or designee, and someone else named in County's Notice to Contractor.

**b. Contractor Representative.**

Contractor delegates authority to administer this Master Contract to Contractor Representative. Contractor Representative must have at least 5 years' experience in solid waste management services prior to being named Contractor Representative.

**Contractor Representative** means the individual named under this Master Contract, or with respect to Service Contracts, the individual named under those Service Contracts.

Within 10 days of a request from County, Contractor will replace the Contractor Representative.

**15.06 Dispute Resolution Protocol.**

Disputes shall be resolved in accordance with the protocol in Attachment 15.06.

**ARTICLE 16 DEFINITIONS AND INTERPRETATION OF AGREEMENT**

**16.01 Inconsistencies.**

**a. Within Contracts.**

If any provision in the body of this Master Contract or in the body of the Service Contracts is inconsistent or conflicts with any of the Contracts' respective Attachments or Exhibits, then the body of those Contracts will govern unless the County determines that is contrary to the public interest. The "body" of the contract means text from beginning on the cover and ending at the signature page.

**b. Between Contracts.**

If any provision in both this Master Contract and a Service Contract is inconsistent or conflicts, then the Service Contract governs unless:

1. the County determines that is contrary to the public interest, or the Service Contract explicitly over-rides this Master Contract, such as with respect to adjusting the service fee.

**16.02 Integration.**

This Master Contract, which includes the Service Contracts, contains the entire agreement between the parties and all their rights and responsibilities under this Master Contract, *except* with respect to incorporation of law by reference. This Contract completely and fully supersedes:

- all prior oral and written understandings and agreements between the parties with respect to those rights and responsibilities, such as the County's Request for Proposals,
- Contractor's proposal, and
- correspondence exchanged between County and Contractor during the procurement and negotiation of this Master Contract.

**16.03 Governing Law.**

This Master Contract is governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to the State's principles of conflicts of laws.

**16.04 Severability and Funding Limitation.**

If any provision of this Master Contract is ruled illegal, invalid, nonbinding, or unenforceable by any court of competent jurisdiction, it will be severed from this Master Contract and this Master Contract will be construed as if it did not exist.

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

**16.05 Interpretation.**

This Master Contract will be interpreted and construed neither for, nor against, either party, regardless of the degree to which either party participated in its drafting. Contractor acknowledges that it determined to provide contract services and to enter into this Master Contract:

- upon its own choice and initiative,
- following its opportunity to made comments on this Master Contract and Service Contracts, ask questions about those Contracts, take exception to those Contracts’ provisions, and
- negotiating the terms and any conditions of those Contractor with assistance from their own counsel. Each party represents and warrants that it and its counsel have reviewed this Master Contract.

**ARTICLE 17 EXECUTION OF AGREEMENT**

**17.01 Execution in Counterparts.**

The Parties may sign any number of original counterparts of this Master Contract. Counterparts constitute one and the same agreement.

**17.02 Authority to Execute.**

Each party respectively warrants that it has duly authorized the individual below to sign this Master Contract on its behalf and that the individual has the full right, power, and authority to bind its related party to this Master Contract.

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IN WITNESS WHEREOF, by due authorization and direction of its County Board of Supervisors, the Chairman of the Board has signed this Master Contract as of the contract date. By due authorization and direction, Contractor's officers have signed this Master Contract, as of the contract date.

**MONO COUNTY**

By (signature):

Bob Gardner

Chair of the Board of Supervisors

**CONTRACTOR**

By (signature):

*Darrol J. Brown*

(Name of Officer):

President DARROL J. BROWN

Type or Print Name:

DARROL J. BROWN

## ATTACHMENT 1.04 REPRESENTATIONS AND WARRANTIES

### CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- (1) **Status.** Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of California and is qualified to do business in the State.
- (2) **Authority.** Contractor has full legal right, power, and authority to execute and deliver this Master Contract and meet its performance obligations.
- (3) **Authorization.** This Contract has been duly executed and delivered by the Contractor and constitutes a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with its terms.
- (4) **Statements and Information in Proposal.** Contractor's Proposal to the County dated XXX on which County has relied upon in entering into this Master Contract, is correct and complete in all material respects at the time originally submitted to the County.
- (5) **No conflicts.** Neither the execution or delivery by the Contractor of this Master Contract, the performance by the Contractor of its performance obligations, nor the fulfillment by the Contractor of its contractual terms and conditions:

  - conflicts with, violates or results in a breach of any law;
  - 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 Contractor is a party or by which the Contractor or any of its properties or assets are bound, or
    - constitutes a default thereunder; or
    - will result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the properties or assets of the Contractor.
- (6) **No approvals required.** No approval, authorization, license, permit, order or ask 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 Master Contract by the Contractor, except those that have been duly obtained from its Board of Directors or other governing individual or entity.
- (7) **No litigation.** 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 Contractor's knowledge, threatened, against the Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the Contractor of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this

Master Contract or any other agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby.

#### **COUNTY'S REPRESENTATIONS AND WARRANTIES**

**(1) Status.** County is a political subdivision of the State, duly organized and validly existing under the Constitution and laws of the State.

**(2) Authority and Authorization.** County has full legal right, power, and authority to execute, deliver, and meet its obligations hereunder. This Contract has been duly executed and delivered by County and constitutes a legal, valid, and binding obligation of County enforceable against the in accordance with its terms.

**(3) No conflicts.** Neither the execution nor delivery by County of this Master Contract, the performance by the County of its contractual obligations, nor the fulfillment by County of the contractual terms and conditions hereof:

- conflicts with, violates or results in a breach of law; or
- 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 County is a party or by which County or any of its properties or assets are bound, or
- constitutes a default under this Master Contract.

**(4) No approvals.** No approval, authorization, license, permit, order or ask 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 Master Contract by County, except such as have been duly obtained from the County Board of Supervisors.

**(5) No Litigation.** 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 County's knowledge, threatened, against County wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate,

- would materially adversely affect the performance by County of its obligations under this Master Contract or in connection with the transactions contemplated hereby, or
- which, in any way, would adversely affect the validity or enforceability of this Master Contract or any other agreement or instrument entered into by County in connection with the transactions contemplated by this Master Contract.

**(6) No Warranty Regarding Waste Characterization.** County makes no warranties regarding the volume or characterization of waste in the Request for Proposals (RFP)[or any waste disposal characterization study or projections by material type distributed to Contractor together with the RFP]. County expressly disclaims any warranties, either express or implied, as to the merchantability or fitness for any particular purpose of solid waste delivered to the transfer station.

## ATTACHMENT 3.03 SERVICE CHANGES and CHANGE ORDERS

### a. Proposed Plans.

**(1) County's Request for Plan.** Prior to directing a change order County will submit a request for plan to Contractor, including drawings and specifications, as applicable. County may withdraw its request at any time, for any reason, including receipt of a plan from Contractor unsatisfactory to County. Contractor shall provide a plan within 10 working days of County's request (or longer period that County allows).

**(2) Contractor's Proposed Plan.** Contractor may comment on a County plan or request for plan and will submit its plan to implement those changes or improvements, including an implementation schedule and the impact, if any, on a scheduled project completion date, operations, performance standards, and adjustments in service fees, within 10 working days (or longer period that County allows). Contractor will include documentation substantiating its cost estimate.

Contractor's plan will be deemed Contractor's offer to County to implement the change orders under the terms of that plan. A plan will be binding for 30 days. County may reject Contractor's plan at its sole discretion.

### b. County's Review of Contractor Proposal.

**(1) Unresponsive.** Within 20 working days of receiving Contractor's proposed plan, County will review, approve, or disapprove that plan and comment thereon. County may rely upon service fees. If County does not respond within that time, its approval will be deemed not given and Contractor's time for satisfying a related obligation will be extended for each day of non-response. If County does not respond within 30 days, Contractor may submit the matter to the Independent MSW Expert for determination.

## ATTACHMENT 4.05 KEY PERSONNEL

### a. Contractor Representative

Name	
Telephone number	
e-mail address	
Mailing address	
Contractor office address	

### b. Individual in Contractor's financial accounting department responsible for submitting reports to County with respect to invoices.

Name	
Telephone number	
e-mail address	
Mailing address	
Contractor office address	

**Acknowledgment:** Contractor has submitted, and County has received, this list of key personnel as of the later of the following dates:



1. The contract date, evidenced by each of their signatures on the Contract, or
2. With respect to subsequent changes, the following date, as evidenced by their following signatures:

County Representative: Signature Typed or Printed Name Date
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Contractor Representative Signature Typed or Printed Name Date
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**c. Changes**

**1. Updates**

Contractor and County will update this information when their Representative changes, for example moving to a different position, leaving employment, moving, illness, or death. They will do all of the following, as applicable:

- give copies to their Contract Representative under this Master Contract;
- Keep a copy with the contract they personally use most frequently, for example in their own office or the transfer station; and
- County Representative will give an executed copy to the County Clerk to file with the executed Contract in her records.

**2. Acknowledgements**

County and Contractor acknowledge that it is important to update this Exhibit for reasons including:

- providing both routine communication with individuals authorized to make administrative and operational decisions under this Master Contract, such as reviewing and accepting reports,
- and prescribed Notices under this Contract.

## ATTACHMENT 4.07 CRIMINAL CONDUCT: CONTRACTOR'S RELATED PARTIES

**Contract Manager** means any or all of the following:

1. Contractor,
2. Contractor Representative,
3. Contractor officers and directors,
4. the officers and directors of any direct or indirect parent corporation of Contractor, or
5. anyone in a Position of Influence.

**Position of Influence** means the authority or responsibility to directly or indirectly administer, manage, direct, supervise, monitor or oversee Contract services or this Agreement, including any or all of the following:

1. **Contract administration:** reviewing or negotiating Contractor's contracts (including this Agreement),
2. **Legal services:** providing in-house legal services with respect to Contract services or this Agreement,
3. **Budgeting:** preparing or overseeing Contractor's operating and capital budget, or
4. **Policies / Procedures:** establishing policies and procedures related to the Criminal Conduct.

### RELATED PARTY

Name	
Position	

### RELATED PARTY

Name	
Position	

### RELATED PARTY

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Position	

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RELATED PARTY	
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Position	

**Acknowledgment:** Contractor has submitted, and County has received, the attached list of Contract Managers as of the later of the following dates:

1. The contract date, evidenced by each of their signatures on this Master Contract, or
2. With respect to subsequent changes, the following date, as evidenced by their following signatures:

County Representative: \_\_\_\_\_  
 Date: \_\_\_\_\_

Contractor Representative \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT 8.02 SERVICE FEE ADJUSTMENTS

The service fee includes all Contractor's costs of providing contract services, such as labor, fuel, capital depreciation, maintenance, tipping fees, and any contract fee.

Service fees will be increased only if no event of default exists. The total adjustment, whether upward or downward, may not exceed 5% in any one fiscal year (July 1 – June 30). If any index is discontinued or revised, County and Contractor will substitute another index that they agree is comparable.

### a. Scheduled Annual Adjustments.

**CPI** means C-CPI-U the Chained Consumer Price Index for All Urban Consumers: COI-all items US City average (CUUR000A), published by the Bureau of Labor Statistics at the time of fee adjustment. [Consumer Price Index \(CPI\) Databases: U.S. Bureau of Labor Statistics \(bls.gov\)](https://www.bls.gov/databases/)

**CNG** means the price index for compressed natural gas (West Coast), in the preceding 4 quarterly reports, ending with the most recently published report in the

US Department of Energy/ Energy Efficiency and Renewable Energy Administration  
Clean Cities Alternative Fuel Price Report  
[Clean Cities Alternative Fuel Price Report, October 2020 \(energy.gov\)](https://www.energy.gov/clean-cities/alternative-fuel-price-reports)

For example, if the service calculation is made in April 2025, effective July 1 2025, the average price is based on the four quarters form July 2024, October 2024, January 2024, and March 2025, or if March is not yet published, from March 2024.

**LNG** means the price index for liquid natural gas (LNG) West Coast in the preceding 4 quarterly reports, ending with the report most recently published price in the

US Department of Energy/ Energy Efficiency and Renewable Energy Administration  
Clean Cities Alternative Fuel Price Report

For example, if the service calculation is made in April 2025, effective July 1, 2025, the average price is based on the four quarters form July 2024, October 2024, January 2024, and March 2025, or if March is not yet published, from in March 2024.

**diesel** means average price of the preceding 12 months published in the

US Department of Energy  
Energy Information Administration  
Petroleum & Other Liquids  
Weekly Retail Gasoline and Diesel Prices  
**Diesel (On-Highway) - All Types**

At [California Gasoline and Diesel Retail Prices \(eia.gov\)](https://www.eia.gov/diesel/)

Contractor acknowledges that the variable price of fuels is reflected in both the CPI and the preceding fuel indices, and that the Service Fee is not adjusted for actual change in fuel prices.

The service fee will be adjusted (increased or decreased) annually effective each July 1, under this Subsection and the Service Contracts for changes in any or all of the CPI, CNG, LNG, and diesel indices. The service fee will be adjusted only if both of the following occur:

1. the Contractor submits its calculations of the adjustment at least 30 days prior to July 1 for County review, and
2. County verifies the calculations.

The service fee will be adjusted annually in accordance with the following weighted average:

- 80% by the chained CPI index,
- 20% by the Diesel index.

**b. Adjustments for Service Changes / Change Orders.**

The service fee will be adjusted for changes under this subsection and the Satellite Transfer Station Agreement.

**1. Process.**

Upon either party's request for either or both change in service and adjustment in the service fee, the parties will comply with the following protocol.

Examples of requests include: Contractor's request for an increase in service fees following:

- **Change in Law:** a change in law that mandates changes in the manner or means of providing contract service, such as adding food waste collection to a contract for collecting waste at County facilities, but excluding the imposition of host fees charged by another jurisdiction if Contractor's facilities are located outside of Mono County; or
- **Change in Service:** County's request for change in scope of services, such as adding a new program for composting organics in an anaerobic digester.

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<b>CHANGE IN SERVICES (RATE ADJUSTMENT PROTOCOL)</b>		
<b>County</b>	<b>Contractor</b>	<b>Response Time (or longer period agreed upon by parties)</b>
<b>County Direction.</b> for change in services	<p><b>Contractor Request</b> for change in services, including any adjustment in the service fee, describing Contractor’s reasons for its request, such as:</p> <ul style="list-style-type: none"> <li>• Incorporating new developments in collection technologies and techniques that save operating costs;</li> <li>• Implementing changes necessitated by a change in law.</li> </ul> <p><b>Response</b> to either County-directed or Contractor-requested change: Give County an implementation plan including impacts on:</p> <ul style="list-style-type: none"> <li>• performance specifications / Operations</li> <li>• Schedules,</li> <li>• Performance standards,</li> <li>• Capital investment, and</li> <li>• The service fee and on Contractor’s calculations of the cost of the change.</li> </ul> <p>For both County’s direction and Contractor-requested change, give County all its financial and other records and those of affiliates that are related to implementing the change, such as providing administrative support or operational overhead.</p>	<p><b>Response.</b> 15 business days.</p> <p>In an uncontrollable circumstance, Contractor and County will use their best efforts to agree upon a change orders rapidly to avoid service interruptions and threats to public health and safety.</p>
<b>Request Additional Information</b> from Contractor or Contractor’s affiliates.	<b>Response.</b> Contractor gives County requested information.	10 business days.

<p><b>Review and Determination.</b> After County review and audit of the requested information, and upon approval of the Board of Supervisors. County may adjust the service fee as of July 1, in its sole discretion, subject to Contract Dispute Resolution Protocol under Attachment 15.06.</p>	<p>Reach agreement, or dispute determination.</p>	<p>15 days</p>
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**c. Calculations.** All calculations are rounded to the nearest 1/100<sup>th</sup> decimal place (for example, 101.9656% to 101.97%, or 101.9637% to 101.96%). The decimal 5 is rounded down (for example, 101.965% to 101.96%). Adjustments to the service fee are rounded to the nearest penny (for example, \$25.34).

**d. Adjustment Limitations.** If the parties agree or the Independent MSW Expert determines that a service fee adjustment requires Contractor expenditures or increased service fees that exceeds any of the following amounts, the Contractor or County who would experience the excess amount may terminate this Contract:

**(1) Contractor’s Caps.**

- **Caps on Capital Investment.** Contractor’s capital investment to effectuate the change in service would exceed:  
\$40,000 at any one time or  
\$100,000 aggregated over the previous five years from the date of the determination,  
or
- **Cap on Operating Costs:** Contractor’s continuing expenses, such as labor, would be more than  
5% at any one time, or  
25% aggregated over the previous five years from the date of the determination.

**(2) County Caps.** Tipping fee increases would be more than:

- 10% at any one time, or
- 25% aggregated over the previous five years from the date of the determination.

## ATTACHMENT 9.02 RECORDS

SECTION	RECORD
<p><b>3.01</b>  <b>Scope of Services / Specifications: tonnages</b></p> <p><b>9.01 Records</b>  <b>Diversion</b></p>	<p>Information required in a Service Contract with respect to operations and services, including weigh records (and tonnage receipts 9.02):</p> <ol style="list-style-type: none"> <li>1) tons of permitted (or transferable) waste or materials that Service Contractor removed from the IMMC or its materials management site;</li> <li>2) tons of permitted (or transferable) waste or materials that Service Contractor delivered to a waste management facility.</li> <li>3) diversion and quantity of solid waste diverted, recycled and other information that County must report to CalRecycle (9.01)</li> </ol>
<p><b>3.02</b>  <b>Emergency Services</b></p>	<p>Information regarding any emergency services provided to County.</p>
<p><b>3.04 Vehicles</b></p>	<ol style="list-style-type: none"> <li>1) annual smoke opacity / smog checks</li> <li>2) vehicle maintenance logs</li> <li>3) safety compliance reports (including BIT inspections)</li> <li>4) testing requested by County (such as brake tests)</li> <li>5) receipt for recycling used oil</li> <li>6) any receipts for purchasing re-refined oil</li> <li>7) status of spare vehicles</li> <li>8) list of vehicles used and covered under auto insurance policies</li> </ol>
<p><b>3.05 a / b / c</b>  <b>Routes</b></p>	<p>Any change from primary transport route to backup transport route, including:</p> <ol style="list-style-type: none"> <li>1) events causing change, including evidence of any uncontrollable circumstance causing change (such as road closures)</li> </ol>
<p><b>3.05d</b>  <b>Waste management facilities</b></p>	<p>Any change from a primary service (such as transport or a waste management facility) to back-up service (or waste management facility), including:</p> <ol style="list-style-type: none"> <li>1) events causing change, including evidence of any uncontrollable circumstance causing change (such as road closures)</li> <li>2) miles to primary facility</li> <li>3) miles to back-up facility</li> </ol>
<p><b>4.03</b>  <b>County communications</b></p>	<p>Calls, meetings, e-mails and other correspondence with County</p>
<p><b>4.04</b>  <b>Compliance with law</b></p>	<ol style="list-style-type: none"> <li>1) permits and licenses of Contractor, and as required by law, its employees (9.02)</li> </ol>



	<ul style="list-style-type: none"> <li>2) regulatory inspections (9.02)</li> <li>3) areas of concern, notices of violations, and violations of laws; fines and penalties (and 13.02)</li> <li>4) correspondence with regulatory agencies (9.02)</li> </ul>
<b>4.05b Personnel</b>	<ul style="list-style-type: none"> <li>1) background checks (such as for criminal records) (9.02)</li> <li>2) records of operational and safety training</li> <li>3) records of drug and alcohol testing</li> <li>4) other employee testing (9.02)</li> <li>5) valid driver's licenses if employee's services include driving</li> <li>6) Safety manuals, policies, and procedures, including use of personal protective equipment</li> </ul>
<b>4.06 Subcontractors</b>	<ul style="list-style-type: none"> <li>1) Subcontracts, including <ul style="list-style-type: none"> <li>a. acknowledgement that County is not liable for any obligations under subcontract, including paying compensation; and</li> <li>b. obligation to protect and preserve all County's rights under this Master Contract</li> </ul> </li> <li>2) Copies of subcontractor's required licenses</li> <li>3) Copies of subcontractor's required insurance under 12.01</li> </ul>
<b>4.07 Criminal Conduct</b>	<ul style="list-style-type: none"> <li>1) Records regarding Convictions and Pleas of Criminal Conduct by Contractor Manager and anyone in a Position of Influence</li> <li>2) Pollution claims (including under CERCLA) with respect to materials Contractor handled under this Master Contractor of any Service Contract.</li> </ul>
<b>8.02 Service fees 9.02 Billing files 9.02 Financial books</b>	<ul style="list-style-type: none"> <li>1) Service fees</li> <li>2) Billing files (9.02)</li> <li>3) Financial books (for contract services, and for Contractor)</li> </ul>
<b>9.01 Monetary Amounts</b>	Amount of any monetary amounts owed or paid to County
<b>Unpermitted waste incidents  9.01 Pollution Claims</b>	<ul style="list-style-type: none"> <li>1) documentation regarding unpermitted waste, if any, discovered and handled during operations</li> <li>2) Responding to claims (including CERCLA) with respect to materials that Contractor handled under this Master Contract and Service Contracts</li> </ul>
<b>9.02 Formats</b>	Records in 2 formats, with respect to: <ul style="list-style-type: none"> <li>1) contract services</li> <li>2) Contractor as a legal entity</li> </ul>
<b>9.02 Orders</b>	<b>1)</b> Any customer orders or subscriptions
<b>9.02 For County reports</b>	Information Contractor must include in its reports to County

<b>9.02 For CalRecycle reports</b>	information County must submit to CalRecycle
<b>9.02 Complaint logs</b>	complaints logs
<b>9.02 Correspondence</b>	Correspondence related to contract services
<b>9.02b Inventory</b>	Inventory of assets used to provide contract services, including guaranties and warranties, maintenance manual and records
<b>11.02 Liabilities</b>	Records of Liabilities regarding unpermitted waste caused by negligence, misconduct, failure to comply with Unpermitted Waste Handling Protocol, or mishandled Unpermitted Waste
<b>12.01 Insurance</b>	<ol style="list-style-type: none"> <li>1) copies of policies, including amendments</li> <li>2) claims made regarding operations and services under this Master Contract</li> <li>3) percent of total paid and reserved claims against policies' limits</li> </ol>
<b>14.03c Service asset documents</b>	<p>service asset documents that establish a security interest to or by the Contractor encumbering or limiting the Contractor's interest in service assets, Examples include:</p> <ul style="list-style-type: none"> <li>• a lease,</li> <li>• rental agreement,</li> <li>• installment purchase contract,</li> <li>• financing contract,</li> <li>• acquisition over time,</li> <li>• mortgage or</li> <li>• other instrument.</li> </ul> <p>Including both these provisions:</p> <ul style="list-style-type: none"> <li>• county right to possess and use service assets, and</li> <li>• County right to acquire service assets upon expiration or termination of this Master Contract</li> </ul>
	additional information related to this Master Contract and Service Contracts requested by County

## ATTACHMENT 10.02a

## QUARTERLY REPORTS

In its Quarterly report, Contractor will include, at a minimum, the following information and statements.

<b>SECTION</b>	<b>REPORT</b>
<b>3.01 Scope of Services / Specifications: tonnages</b>	Summary of weight, volume, amount of solid waste and materials handled
<b>9.01 Records Diversion</b>	
<b>3.05 a / b / c Routes</b>	Route changes
<b>3.05d Waste mgmt facilities</b>	Service changes
<b>4.04 Compliance with law</b>	Notices of non-compliance of law or other regulatory action
<b>4.07 Criminal Conduct</b>	Occurrence of any Criminal Conduct
<b>9.01 Pollution Claims</b>	Filing of any pollution claims
<b>9.02 For CalRecycle reports</b>	information County must submit to CalRecycle
<b>12.01 Insurance</b>	80% or more percent of total paid and reserved claims against policies' limits
<b>Any Changes</b>	4.05 Key Personnel 4.06 Subcontractors 12.01 Insurance coverage
	any extraordinary occurrences affecting operations and compliance with contract obligations, including occurrences at the IMMC or materials management site, during transport to the waste management facility, and at the waste management facility
	discussion of service or operational problems and their resolution or planned resolution
	additional information related to this Master Contract and Service Contracts requested by County

Contractor may use the following report in substantially this form, as may be changed by County, including to contain all information required in the preceding table.

## [MONO COUNTY CONTRACTOR QUARTERLY REPORT

Submitted by: \_\_\_\_\_ (Contractor)

FOR THE YEAR OF 20\_\_\_\_\_

- 1<sup>st</sup> Quarter (January, February, March) (due by May 1)
- 2<sup>nd</sup> Quarter (April, May, June) (due by August 1)
- 3<sup>rd</sup> Quarter (July, August, September) (due by November 1)
- 4<sup>th</sup> Quarter (October, November, December) (due by February 1)

<b>1. Changes in Operations</b>	<b>1)</b> Route change <b>2)</b> Service change <b>3)</b> Violation of law <b>4)</b> Criminal Conduct <b>5)</b> Pollution claims; unpermitted waste incidents <b>6)</b> Insurance claims paid & reserved over 80% of policy limits	1) <input type="checkbox"/> None <input type="checkbox"/> See Attached 2) <input type="checkbox"/> None <input type="checkbox"/> See Attached 3) <input type="checkbox"/> None <input type="checkbox"/> See Attached  4) <input type="checkbox"/> None <input type="checkbox"/> See Attached 5) <input type="checkbox"/> None <input type="checkbox"/> See Attached 6) <input type="checkbox"/> None <input type="checkbox"/> See Attached
<b>2. Tonnage (Volume) handled</b>	Tonnage information required for reporting to CalRecycle or requested by County. Attach spread sheet with tonnage (or volume): <ul style="list-style-type: none"> <li>• removed from IMMC or materials management site</li> <li>• delivered for reuse or to a waste management facility including             <ul style="list-style-type: none"> <li>○ reuse,</li> <li>○ recycling,</li> <li>○ processing,</li> <li>○ composting,</li> <li>○ disposal</li> </ul> </li> </ul>	
<b>3. Discussion</b>	Describe any extraordinary occurrence (attached)  Discuss any service problems / resolutions (attached)  Additional requests by County (attached)	
<b>4. Certifications</b>	I represent and warrant, under penalty of perjury, that [CONTRACTOR] has met	During the Quarter noted above, [CONTRACTOR] did <u>not</u> meet all of its performance obligations and will pay to

	<p>its performance obligations for the Quarter noted above. <b>OR,</b></p> <p>. Name</p> <p>. Title</p> <p>. Signature</p>	<p>County liquidated damages for each failure as noted on the attached sheet.</p> <p>. Name</p> <p>. Title</p> <p>. Signature</p>
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## ATTACHMENT 10.02b ANNUAL REPORTS

In the Annual Report, Contractor will include, at a minimum, a collated summary of the information contained in Quarterly Reports, a reconciliation of any adjustments from prior Quarterly Reports, and the information and statements in the following form of Annual Report, Annual Reports may be made on Form 10.02b which is attached to this Exhibit

### FORM 10.02b

### MONO COUNTY CONTRACTOR ANNUAL REPORT FOR 20\_\_\_\_

Submitted by: \_\_\_\_\_ (Contractor)

(Due by February 15)

<b>1. Total information contained in Quarterly Reports for the year</b>	Including Discussions and Certifications	<input type="checkbox"/> See Attached
<b>2. Service Asset Inventory</b>	See Attached.	
<b>3. Subcontractors</b>	See Attached. <ul style="list-style-type: none"> <li>• the names of all Subcontractors,</li> <li>• the scope and amount of services or goods Subcontractors provide to Contractor, and</li> <li>• a description of Contractor’s relationships to each Subcontractor (including “Ownership” interests, defined in the Master Contract)</li> </ul>	
<b>4. Pending litigation Statement</b>	See Attached: A declaration describing the current status of any criminal or civil litigation pending against Contractor, Contractor’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 the Master Contract).	
<b>5. Financial Status Statement</b>	I represent and warrant, under penalty of perjury, that in the prior Contract Year there have been no material changes in [CONTRACTOR]’s financial status or condition.  Name Title (CEO or Principal) Signature	I represent and warrant, under penalty of perjury, that in the prior Contract Year, those changes to [CONTRACTOR]’s financial status or condition listed on the attached sheet which is labeled “Material Changes to [CONTRACTOR]’s Financial Status or Condition” have occurred.  Name Title (CEO or Principal) Signature

## ATTACHMENT 12.01 INSURANCE – COVERAGE REQUIREMENTS

a. **Insurance Requirements.** Without limiting its Indemnities, Contractor will secure and maintain insurance coverage meeting the requirements in this Attachment or under law, whichever is greater *unless* it is self-insured. County Risk Manager or County Board may modify requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstance to protect health and safety of the public. When the change increases Contractor’s insurance premium the service fee will be adjusted if Contractor demonstrates to County’s satisfaction that the increase is due to changes in the insurance market and not the adverse claim record of Contractor.

b. **Self-Insured Retentions (SIRs).**

1. **Contractor Declaration / County Approval.** Contractor must declare SIRs to the County, subject to County approval in its sole discretion. County may require the Contractor to do either or both of the following:

- reduce or eliminate self-insured retentions as respects the County Insureds; or
- provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

2. **Payment of SIR.** The policies subject to SIRs must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either:

- the named insured, or
- County.

**County Insured** means the County, its elected officials, staff and employee, contractors, consultants, and agents.

3. **Defense.** Without limiting its Indemnification under this Master Contract, Contractor assumes all obligations of the insurer providing insurance to defend County (which might be broader than Contractor’s Indemnification under this Master Contract):

- beginning immediately upon filing any action against County that the insurer would be required to defend,
- until the deductible or SIR has been met and the insurer does defend County.

Upon County request, Insurance must provide either or both of the following:

- apply insurer’s defense costs to reduction of deductible or SIR; and
- give County right to approve a claims settlement and receive payments directly.

**c. Subcontractors.** Contractor will ensure each subcontractor provides evidence that subcontractor is maintaining insurance required by Section 12.01 and this Attachment protects Contractor and County interests against liabilities caused by the acts, errors or omissions of the subcontractor.

**d. Compliance with Terms of Insurance.** Contractor must comply with all terms of insurance and insurers. However, the insurance must obligate the insurer to pay County claims that are covered under the policy even if Contractor does not comply with all policy requirements or duties such as:

- failing to report an incident or claim in a timely manner,
- complying with law,
- allowing operations not permitted under the policy, or
- making misrepresentations.

Contractor will institute a comprehensive accounting system satisfactory to County that monitors all insurance requirements under this Master Contract, including those of its subcontractors.

**e. Claims Paid or Reserved.** If total claims (both paid and reserved) against any policy of any subcontractor’s insurance (except with respect to Workers’ Compensation) exceed more than 80 percent of the required aggregate policy limits, Contractor will immediately report the excess to County. In that event, Contractor must obtain additional Insurance or provide County with financial assurance satisfactory to County to maintain those required policy limits.

	<b>Form</b>	<b>Coverage</b> (at least as broad as the following) <sup>1</sup>	<b>Endorsements</b>	<b>Amount</b> (millions) (minimum limits / no less than) <sup>2</sup>	
<b>Commercial General Liability (CGL)</b>	(1) Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis; or (2) occurrence, not claims made (3) for later revisions, to Contractor’s insurance, endorsements in the following forms:	Including the following extensions, if not included in basic coverage: <ul style="list-style-type: none"> <li>• Products and completed operations.</li> <li>• Property damage</li> <li>• Bodily injury</li> <li>• Advertising and</li> </ul>	<b>Additional Insureds.</b> Under both Contractor’s and subcontractors’ policies, County Insureds must be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the either or both Contractor and Subcontractors including: <ul style="list-style-type: none"> <li>• materials, parts, or equipment</li> </ul>	Per occurrence; aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. County	\$2/\$4 with a \$5 umbrella



	<ul style="list-style-type: none"> <li>• at least as broad as <ul style="list-style-type: none"> <li>○ ISO Form CG 20 10, CG 11 85 or</li> <li>○ <b>both</b> CG 20 10, CG 20 26, CG 20 33, or CG 20 38;</li> </ul> </li> <li>• <b>and</b> CG 20 37.</li> </ul> <p>Subcontractors: at least as broad as form CG 20 38 04 13.</p>	personal injury.	<p>furnished in connection with such work or operations</p> <ul style="list-style-type: none"> <li>• and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.</li> </ul> <p>Contractor must verify subcontractors' coverage.</p> <p><b>Waiver of Subrogation.</b> Waiver of rights to subrogation that an insurer may acquire from Contractor with respect to payment of any loss.</p>	Risk Manager may reduce to \$1/\$2.	
<b>Automobile Liability<sup>3</sup></b>	Insurance Services Office Form CA 0001 covering Code 1 (any auto)	<ul style="list-style-type: none"> <li>• Bodily injury</li> <li>• Property Damage<sup>4</sup></li> </ul>	<b>Subrogation.</b> Waiver of rights to subrogation that an insurer may acquire from Contractor with respect to payment of any loss.	per accident; County Risk Manager may waive this requirement if no part of services require driving on-road vehicles (including subcontractors)	\$1
<b>Workers' Compensation</b>	As required by the State of California, with Statutory Limits	<b>Waiver of subrogation</b> in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.		As required by the State of California, with Statutory Limits	

1. Primary. Coverage must be primary.

**Breadth.** Coverage must be at least as broad as ISO CG 20 01 04 13 with respect to County Insureds.

**Non-contributory.** Any insurance or self-insurance maintained by the County Insureds will be excess of the Contractor's insurance and will not contribute with it.

2. County Match. County Insureds must be entitled to either or both broader coverage and higher limits. Excess proceeds must be available to County Insureds.

**Excess.** Contractor may use a combination of primary and excess insurance coverage to satisfy these requirements, but excess policies must meet all of the terms and conditions of the policy beneath it ("follow form"). If the excess policy conflicts with the underlying policy, the underlying policy governs.

3. Contractor must list all vehicles used to provide contract services on its automobile liability policy.

4. Claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

**f. Verification of Coverage.**

**1. County Counsel Approval.**

i. **Documentation.** As of the contract date, Contractor will give County Counsel and Risk Management (or other individuals named by the County) all of the following, for County approval:

- original Certificates of Insurance, including endorsements, schedules, brokers' letters, and signature verification;
- a certified copy of the provisions in each blanket policy, if any that provides evidence satisfactory to County that the policy meets the requirements of this Master Contract in the absence of an endorsement;
- evidence that either:
- Contractor is maintaining required insurance protecting Contractor and County interests against liabilities caused by the acts, errors or omissions of the Subcontractor, or
- the subcontractor is maintaining that insurance itself. and
- with respect to the CGL policy, a copy of the Declarations and Endorsement Page listing all policy endorsements.

ii. **Timing.** Contractor will give the County those copies, at all the following times:

- on or before the contract date,
- within one week of a policy's renewal, and
- within 10 County business days of County request.

iii. **Waivers.** Neither County failure to do either of the following can be construed as a waiver of any of Contractor's obligations under this Master Contract:

- obtain a certificate of insurance, or
- object to a non-complying certificate of insurance, endorsement, or any other insurance documentation or information provided by any of the following:
  - Contractor or subcontractors,
  - Contractor insurance broker(s), or insurer(s).

iv. **Filing with the Public Works Director.** Contractor will file those copies or certificates with the Public Works Director annually, or whenever they change or are renewed.

## ATTACHMENT 13.02 – EVENTS OF DEFAULT

EVENT OF DEFAULT		TERMINATION DATE (# days following County Notice to Contractor of default OR longer time specified by County in its sole discretion)
(1) Uncured breach	<p>Unless due to uncontrollable circumstances-</p> <p>(1) Contractor does not cure any warranty, or breach of, this Master Contract or any Service Contract other than breaches listed as specific defaults in this table, within 30 days after County Notice of that breach, or longer time allowed by County in its sole discretion.</p>	<p>10 days</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• County sends Contractor a Notice of breach on March 1;</li> <li>• Contractor fails to cure breach by March 31;</li> <li>• County sends Contractor Notice of default on April 1;</li> <li>• County terminates April 11.</li> </ul>
(2) Payments to County	<p>Contractor does not fully and timely pay County any amounts under this Master Contract (such as payment of any contract fees, liquidated damages, and County Reimbursement Costs):</p> <p>(1) More than twice in any year;</p> <p>(2) Within 30 days of dated correspondence from the County stating that payment is due; or</p> <p>(3) With respect to payment of a shortfall in contract fees, within 30 days of dated correspondence from the County identifying the shortfall.</p>	<p>10</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• County sends Contractor a bill (or identifies a shortfall) on March 1;</li> <li>• Contractor fails to pay County by March 31;</li> <li>• County sends Contractor Notice of default on April 1;</li> <li>• County terminates April 11.</li> </ul>
3) Repeated violation of law (4.04)	<p>(1) Contractor does not remedy a material violation of law, related to performance under this Master Contract, to the satisfaction of the applicable regulatory authority (including County when acting as a regulatory authority), within 30 days of</p>	<p>Immediately</p>

	<p>the regulatory authority’s notice, assessment, or determination of that violation. The County in its sole discretion shall determine materiality.</p> <p>(2) If Contractor is entitled to and does contest a notice, assessment, or determination of a violation by proceedings conducted in good faith, no default is deemed to have occurred until a final decision adverse to Contractor is entered.</p> <p><b>“Violation”</b> means any written notice, assessment or determination of non-compliance with law from any regulatory authority to Contractor, whether or not a fine or penalty is included, assessed, levied or attached.</p>	
(4) Failure to meet insurance obligations (12.01)	Contractor does not meet its obligations with respect to insurance	Immediately
(5) Insolvency or bankruptcy	<p>(1) Contractor becomes insolvent or files a voluntary petition to declare bankruptcy;</p> <p>(2) a receiver or trust is appointed for Contractor; or</p> <p>(3) Contractor executes an assignment for the benefit of creditors.</p> <p>Contractor is deemed to be "insolvent" if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy and whether Contractor is insolvent within the meaning of the federal bankruptcy law or not.</p>	Immediately
(6) Fraud, misrepresentation, or breach of warranties (such as 1.04)	<p>During the procurement of this Master Contract or after the date of this Master Contract, Contractor does any of the following with respect to this Master Contract or the County:</p> <ol style="list-style-type: none"> <li>1. Committed (or commits or attempts to commit) any fraud or deceit;</li> <li>2. Made (or makes) any intentional or material misrepresentations; or</li> </ol> <p>Made or (or makes) any false or misleading statement, representation, or warranty.</p>	30 days

**uncontrollable circumstances** means each of the three pre-conditions are met:

**a. Events.** The occurrence and continuance of any of the following events:

- 1) Riots, war, or emergency affecting the County declared by the President of the United States, Congress of the United States, the Governor of California, or the County Board;
- 2) Sabotage, civil disturbance, insurrection, explosion;
- 3) Natural disasters such as floods, earthquakes, landslides and fires that are not reasonably anticipated weather conditions in the County;
- 4) A change in law that meets both of the following conditions:
  - It is enacted by County,
  - Although County is not required to enact it for compliance with any state, federal law or order, or regulatory agency.
- 5) A change fees or assessments charged by any regulatory agency or government (excluding host fees assessed by the jurisdiction in which the solid waste management facility is located, which are the sole responsibility of Contractor), AND
- 6) The failure of any public or private utility provider to provide water or electricity to the Contractor office or maintenance facility, AND

**b. Impact.** The uncontrollable event prevents Contractor from complying with an identified, significant contract obligation with respect to handling solid waste, recyclables, organics, or other materials) AND

**c. Mitigation.** Contractor uses best efforts to mitigate the impact and comply with its obligation using alternative or additional manners and means.

Natural disasters excludes wind and precipitation that in any given month exceed the 10-year average of monthly levels established by the National Oceanic and Atmospheric Administration (“NOAA”) at the site nearest the area in which Contractor provides contract service.

**change in law** means any or all of the following:

- 1) The adoption, promulgation, modification, or change in law (including County’s change in or addition of contract fees) or change in judicial or administrative interpretation of the law occurring after the date this contract is first signed by either party;
- 2) Any order or judgment of any regulatory authority issued after the date this agreement is first executed by a party if the order or judgment is not also the result of the willful misconduct or negligent action or inaction of either of the party relying thereon, or anyone for whom that party is directly responsible; and the party relying on the order or judgment makes reasonable business efforts to contest that order or judgment, unless the other party excuses it from contest; or

3) A regulatory authority imposes any new or different material conditions in connection with the issuance, renewal, or modification of any permit after the contract date; or

4) A regulatory authority fails to issue or renew permit or suspends, interrupts or terminates any permit after the contract date and the regulatory authority's actions is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or anyone for whom that party is directly responsible.

**Change in law** excludes any imposition of, or increase in, Host fees charged by a jurisdiction in which solid waste facilities are located.

## ATTACHMENT 15.02 NOTICES: ADDRESS

### a. Contractor

<b>Contractor</b>	
<b>Name</b>	
<b>Phone Number</b>	
<b>e-mail Address</b>	
<b>Mailing Address</b>	
<b>Physical Address</b>	

**Acknowledgment:** Contractor has submitted, and County has received, this list of key personnel as of the later of the following dates:

1. The contract date, evidenced by each of their signatures on the Contract, or
2. With respect to subsequent changes, the following date, as evidenced by their following signatures.

Date: \_\_\_\_\_

### b. County

County Representative: \_\_\_\_\_

Contractor Representative \_\_\_\_\_

### c. Changes

#### 1. Updates

Contractor and County will update this information when their Representative changes, for example moving to a different position, leaving employment, moving, illness, or death. They will do all of the following, as applicable:

- give copies to their Contract Representative under this Master Contract;



- Keep a copy with the contract they personally use most frequently, for example in their own office or the transfer station; and
- County Representative will give an executed copy to the County Clerk to file with the executed Contract in her records.

2. **Acknowledgements**

County and Contractor acknowledge that it is important to update this Exhibit for reasons including:

- providing both routine communication with individuals authorized to make administrative and operational decisions under this Master Contract, such as reviewing and accepting reports, and
- and prescribed Notices under this Contract.

d. **Warranties.**

1. **County**

County warrants that it duly authorized individual listed below who has the authority and has been duly authorized to execute this Exhibit on behalf of the County.

2. **Contractor**

Contractor warrants that it duly authorized the individuals listed below to execute this Master Contract on behalf of the Contractor.

## ATTACHMENT 15.06 DISPUTE RESOLUTION PROTOCOL

**Dispute Resolution Protocol.** County and Contractor may seek resolution of their dispute under this Attachment. They may revise the protocol following agreement (such as extending response times). The existing service fee limit will remain in effect until parties resolve the dispute.

1. **Termination.** If the determination requires a service fee adjustment, or capital or operating cost adjustment above the limit established in the Service Contracts, either County or Contractor may terminate this Master Contract within 30 days of the determination or other date agreed to by the County and Contractor.

ACTION	TIMING
<p><i>Examples of disputes include:</i></p> <ul style="list-style-type: none"> <li>• <b>Breach.</b> County claims that Contractor has breached a truck turn-around performance standard under the Transfer Contract and assess liquidated damages. Contractor denies the breach and the damages.</li> <li>• <b>Service Fee Adjustment.</b> Contractor claims that a service fee adjustment for transferring source separated organics should be an additional \$x.xx / ton. County believes that the adjustment should be less, only an additional \$y.yy / ton.</li> </ul> <p><b>Independent MSW Expert.</b></p> <ol style="list-style-type: none"> <li>(1) County and Contractor will select independent individuals or entities having experience in solid waste, recycling and construction and demolition debris collection, as applicable in the parties' dispute.</li> <li>(2) The 2 selected individuals or entities will pick a 3<sup>rd</sup> independent individual with that same experience who will be the Individual MSW Expert.</li> </ol> <p>Parties will each pay the Expert for the services that the Expert provides them individually during "Information Exchange", below, such as costs of requesting and reviewing their documentation. They will and split the Experts' costs incurred during "Determination", below.</p>	<p>(1) 5 days</p>
<p><b>Information Exchange.</b></p> <ol style="list-style-type: none"> <li>(1) County and Contractor will forward information provided during prior rate adjustment protocol.</li> <li>(2) Independent MSW Expert asks for additional information or documentation.</li> <li>(3) Parties give Independent Expert requested items and simultaneously give other the party a copy. Information or documentation that sends to the Expert absent request they will simultaneously give the other party a copy.</li> </ol>	<p>(1) 3 days (2) 5 days (3) 10 days</p>

**Determination.** The Independent MSW Expert will make its determination of the dispute based on the parties' submissions, the provisions of this Master Contract, its experience with similar services and disputes, and other factual determinations it may make regarding the dispute. A rate adjustment should reflect considerations including any increase (or decrease) in Contractor's:

- (1) Capital investments (*such as additional trucks or containers, recyclables processing equipment, landfill construction*), and
- (2) Labor costs (*such as more drivers, recyclables pickers or landfill employees / slower recyclables sorting, longer shifts*).
- (3) **Binding: No change.** Determinations that do not require a service fee adjustment will be binding.
- (4) **Binding: change less than maximum limits.** Determinations that do *not* require a capital investment, additional operating costs, or service fee increase larger than maximum limits established in the Service Contracts, will be binding, unless otherwise provide in the Service Contract.
- (5) **Non-Binding: change more than maximum limits.** Determinations that *do* require a capital investment, additional operating costs, or service fee increase larger than maximum limits established in the Service Contracts, will be non-binding

15 days

# WASTE DISPOSAL CONTRACT



**D&S Waste Removal, Inc  
and  
County of Mono**

## **Permitted Waste Disposal Services at Lockwood or Russell Pass Landfill**

<b>Contract Date:</b>	December 20, 2022
<b>Commencement Date:</b>	January 1, 2023
<b>Expiration Date:</b>	10 years from Commencement Date
<b>Option to Extend:</b>	Option to Extend for up to 10 additional years

## INTRODUCTION

### Disposal Contract

This Disposal Contract is a complementary part of the Master Contract between Contractor and County.

- (1) The **Master Contract** provides general contract administration and enforcement.
- (2) This **Disposal Contract** provides for disposal of permitted waste collected in unincorporated areas of Mono County, delivered to the Transfer Station, transferred into transport containers, and transported to the Disposal Facility for disposal.

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## PREAMBLE

County of Mono, a political subdivision of the State of California (County), and D&S Waste Removal, Inc., a Nevada corporation (Disposal Contractor) enter into this Waste Disposal Contract as of the Contract Date.

**Contract Date** is the date identified on the cover of this Waste Disposal Contract.

**Commencement Date** is the date identified on the cover of this Waste Disposal Contract.

**Expiration Date** is the date 10 years following the commencement date, unless County exercises its option to extend in 2.01.

**Disposal Facility** is the landfill identified on the cover of this Disposal Contract and in the Glossary.

## FINDINGS

The County Board determines and finds the following:

1. **Landfill Closure.** As of January 1, 2023, County can no longer dispose of waste at Benton Crossing Landfill.
2. **Replacement.** In-County waste disposal at Benton Crossing Landfill (BCLF) with transfer and long-haul transport to out-of-County disposal site will be replaced by entering into services contracts for:
  - A. Transfer
  - B. Long-Haul Transport, and
  - C. Disposal.
3. **Contract for Waste Disposal Services.** Under this Contract, County procures services to dispose of waste at the Disposal Facility. County will pay the Disposal Contractor's disposal service fees from tipping fees charged at the Satellite Transfer Stations, not from the County's general fund.



## Glossary

Words in this Disposal Contract have the meanings given in the Master Contract and this Glossary, whether they are capitalized or in lower case font.

<b>Defined Term</b>	<b>Definition / Section Cross-Reference</b>
<b>annual report</b>	10.01b
<b>breach</b>	13.01
<b>Closure and Post-closure Plan</b>	4.04d(1), Exhibit 4.04d(1)
<b>commencement date</b>	Cover, Introduction; or other date in County Notice to Contractor depending on commencement date of the Transfer Station.
<b>compensatory damages</b>	14.03b(1)
<b>containers</b>	3.05
<b>contract date</b>	Preamble, cover
<b>backup disposal service</b>	3.02
<b>County</b>	Preamble
<b>deliver, delivered, delivery</b>	3.01b
<b>dispose, disposal</b>	3.01b
<b>Disposal Contract</b>	This contract, including all exhibits and attachments, as may be amended
<b>Disposal Contractor</b>	Preambles
<b>Disposal Facility</b>	Named on the cover of this Contract at the address listed on Attachment 3.01a
<b>disposal service fee</b>	8.01a
<b>Disposal service fee Schedule</b>	8.01
<b>Disposal Service Plan</b>	3.01b
<b>disposal services</b>	3.01b See also “services” in Glossary of Master Contract.
<b>event of default</b>	13.02

<b>Free Dump Day</b>	3.06
<b>garbage and trash</b>	Glossary in Master Contract
<b>key personnel</b>	4.05 / Attachment 4.05
<b>letter of credit</b>	12.02, Attachment 12.02
<b>liquidated damages</b>	14.03b(2)
<b>Master Contract</b>	The agreement by that name between County and Disposal Contractor
<b>monthly report</b>	10.01a
<b>performance standards</b>	4.01
<b>permits</b>	4.04
<b>permitted waste</b>	3.01a
<b>receiving hours</b>	3.01b
<b>records</b>	9.02a
<b>Service Plan</b>	Disposal Service Plan
<b>source separated</b>	3.01a
<b>tipping fee</b>	disposal service fee
<b>Transport Contractor</b>	The contractor named in the Transport Contract with the County
<b>unpermitted waste</b>	Materials that are not permitted waste

## ARTICLE 1 – CONTRACT RIGHTS and OBLIGATIONS

[See Sections 1.01, 1.02 and 1.03, in the Master Contract..]

### 1.04 Representations and Warranties

Contractor confirms its representations and warranties under the Master Contract and makes the additional representations as of the contract date and warrants throughout the Contract, as follows. If the Contractor subcontracts for disposal services, the subcontractor must make these representations and warranties:

- a. The Disposal Facility has capacity to dispose of permitted waste delivered by the County together with additional permitted waste that Disposal Contractor accepts from others, until the expiration or termination of this Contract.
- b. The Disposal Contractor designed, operates and maintains the Disposal Facility in compliance with law, including RCRA Subtitle D; and it meets [or exceeds] Subtitle D standards, including composite bottom liner, leachate collection., landfill gas emission monitoring and active collection.
- c. If the Disposal Facility is located outside of the geographic boundaries of the County, the Disposal Facility can accept garbage and trash under this Contract.
- d. Disposal Contractor does not knowingly accept unpermitted waste.

## ARTICLE 2 – TERM

### 2.01 Term and Option to Extend

The term of this Contract begins on the contract date and ends upon the expiration of this Contract, as indicated on the cover of this Contract.

County may extend the term at its sole option one or more times, for a total period no greater than 10 years, upon provision of written notice to Contractor no less than 90 days prior to the expiration of the then-current term. *For example, the County could extend the term for:*

- a. *5 years and then 5 years (for a total of 20 years); or*
- b. *Merely 5 years (without exercising right to extend a an additional 5 years).*

### 2.02 Survival of Obligations

- a. **Cooperation During Transition to New Contractor.** When this Disposal Contract expires or terminates Disposal Contractor will cooperate fully with County and succeeding contractor(s), licensee(s), permittee(s) or anyone else providing similar permitted waste disposal services.

**b. Disposal Records.** Disposal Contractor acknowledges that County may need records in the future with respect to claims, including actions under state and federal law against the County with respect to materials generated in County and transported to the Disposal Facility. Cooperation includes giving County records kept under this Disposal Contract promptly upon County request, in the format specified by the County.

**c. Future Agreements.** This Section does not preclude County, at its discretion, from entering into a succeeding agreement with Disposal Contractor to provide garbage and trash management services like disposal services.

## ARTICLE 3 – SCOPE OF DISPOSAL SERVICE / SPECIFICATIONS

### 3.01 Disposal Services

**a. Disposal Service.** Disposal Contractor will provide disposal services under this Contract for garbage and trash and other permitted waste that may be mingled with garbage and trash at the Disposal Facility.

**disposal service** means *all* of Disposal Contractor’s “disposal service” obligations, requirements, responsibilities, duties, and liabilities under this Contract, and as defined in the Master Contract.

**separated** means separated from permitted waste, refuse and garbage.

**permitted waste** is defined in the Glossary of Master Contract (permitted waste that the disposal facility is permitted to accept under law, including its permits).

**garbage and trash** are defined in the Glossary of the Master Contract (i.e., discarded refuse, both putrescible and non-putrescible, and other permitted materials that may be mingled with the garbage and trash).

**b. Disposal Services Plan.** Disposal Contractor will provide disposal services under its Disposal Services Plan. Disposal Contractor will direct employees to work overtime and/or add extra shifts, as necessary, without service fee increase, to assure timely implementation of the Disposal Services Plan. Prior to beginning disposal services when requested by County, Disposal Contractor will submit weekly status reports to the County on Plan implementation. Promptly upon County request, will meet with the County to review implementation progress. Disposal Contractor will annually update the Disposal Services Plan to reflect changes in operations.

**dispose** means final deposition of discarded permitted waste.

**deliver** means to discharge and leave at the intended destination.

**Disposal Service Plan** is described under Attachment 3.01b.

**c. Disposal Guaranty.** Contractor will accept and dispose of all permitted waste delivered during receiving hours by County's Transport Hauler at the Disposal Facility under Contractor's Services Plan.

**Disposal Guaranty** is Disposal Contractor's obligation under this Section.

### 3.02 Back-up Disposal Service

**a. Back-up Disposal Services.** If Contractor cannot provide disposal services at the Disposal Facility for any reason (other than uncontrollable circumstances), Contractor without increasing the service fee, will immediately notify County and provide back-up disposal service, including both of the following:

1. **Site:** directing customers to deliver permitted waste to a back-up disposal site identified in Attachment 3.02a on the contract date or other site satisfactory to County following the contract date; and
2. **Disposal Service:** dispose of all permitted using best efforts to maintain the same performance standards that it would use at the Disposal Facility, (such as, performing load checking).

**b. Compensatory Damages.** Contractor will pay County ½ of compensatory damages under Section 14.01.

*[See Section 3.02 Emergency Assistance, in the Master Contract.]*

*[See Section 3.03 Change in Services / Change Order, in the Master Contract.]*

*[See Section 3.04 Vehicles, in the Master Contract.]*

### 3.05 Weighing

**a. Recording Weight.** Disposal Contractor will weigh the transport containers (which may be a truck) when it arrives at the scale house at the Disposal Facility and print a weight ticket indicating at a minimum:

- transport container number,
- the gross weight of the filled transport container before unloading,
- the tare weight of the empty transport container after unloading,

- the net weight of the permitted waste that is the basis for calculating the disposal service fee,
- time of unloading, and
- date of unloading.

Disposal Contractor may establish tare weights for identified vehicles. It will corroborate tare weights at least semi-annually or upon County request.

**“containers”** means the receptacles that hold the garbage and refuse delivered to the Disposal Facility, including drop-boxes and transfer trailers.

**b. Scale.** Disposal Contractor will maintain, or ensure that its subcontractor maintains, a state-certified motor vehicle scale in accordance with law. If the permanent scale is inoperable, being tested or is otherwise unavailable, Disposal Contractor, or its subcontractor, will substitute portable scales until the permanent scale is replaced or repaired. Disposal Contractor or its subcontractor will arrange for the inoperable scale to be repaired as soon as possible.

**c. Estimates.** Pending substitution of portable scales or during power outages, Disposal Contractor will base tonnage on the weight tickets for transport containers generated at the Transfer Station, or at direction of County, use the monthly average of each transport container’s recorded weight delivered over the past 12 months.

**d. Testing.**

1. Disposal Contractor, or its subcontractor, will test and calibrate all scales:
  - in accordance with law, but at least every 12 months, and
  - within one week of County request.
2. Disposal Contractor will promptly give County test results.
3. County Request.
  - **Pass.** If the results of a test requested by County indicate that the scale complies with law, the County will pay Disposal Contractor reimbursement costs of the tests. Disposal Contractor will request reimbursement for the same amount of money that it paid any subcontractor, without markup.
  - **Fail.** If the results indicate that the scale did *not* comply with law, Disposal Contractor will pay the costs of the tests and County is not obligated to reimburse Contractor. Disposal Contractor will correct all of County’s weigh tickets issued since the last correct scale test at its own cost.
4. Disposal Contractor will pay for all other tests, including those required under law or this Contract, or at Contractor’s own initiative.

### 3.06 [INTENTIONALLY OMITTED]

## ARTICLE 4 – DISPOSAL SERVICE STANDARDS

[See Section 4.01 Solid Waste Management, in the Master Contract.]

[See Section 4.02 County Review, in the Master Contract.]

### 4.03 Responsiveness to County

County may communicate directly with a subcontractor regarding disposal services if it reports the communication to Disposal Contractor.

### 4.04 Compliance with Law

- a. **Acknowledgement.** Disposal Contractor acknowledges that County may incur liabilities with respect to permitted waste generated in the County and delivered to the Disposal Facility.
- b. **Operation.** Disposal Contractor, including any subcontractor, will operate, close, and maintain the Disposal Facility under law until closure of the Disposal Facility. This obligation survives the expiration or termination of this Disposal Contract.
- c. **Permits.** Disposal Contractor and any subcontractor will procure and maintain permits required under law, including those listed in Attachment 4.04c.
- d. **Closure and Post-Closure.**
  1. **Plan.** Disposal Contractor, and any subcontractor, will close, maintain and monitor the Disposal Facility in accordance with its Closure and Post-Closure Plan for the period provided in the plan or a period of 30 years following closure, whichever is greater, in accordance with the laws of the state in which the facility is located. It will update the Plans under law.

**Closure and Post-Closure Plan** is Attachment 4.04d included in the copy of this Disposal Contract filed in the Office of the County Clerk.

2. **Financial Assurances.** Disposal Contractor and any subcontractor will obtain financial assurances in the amounts required by law deposited in a trust fund or other means approved by regulatory agencies.

3. **Annual Update.** Promptly upon County request Disposal Contractor will give County copies of the current Closure and Post-closure Plans and financial assurances including schedules with cost estimates, allowances for inflation and accumulation of interest.
4. **Disposal Contractor Payment of Closure Obligations.** Disposal Contractor, including any subcontractor, will fully and timely pay for closure and post-closure of the Disposal Facility. Disposal Contractor, including any subcontractor, will not seek contribution to, or reimbursement of any expenses related to the Disposal Facility, including closure and post-closure costs and civil litigation (including for nuisance), from County. By executing this Disposal Contract, Disposal Contractor releases the County from any obligation or liability to make those payments, regardless of the accuracy or adequacy of Contractor's estimate of the disposal fee, and funding of Closure and Post-closure Plans and any other contingency reserve. If a regulatory agency or other person obligates the County to make payments, Disposal Contractor will reimburse the County within 30 days of the County's request.
5. **Survival.** Contractor's, and any subcontractor's obligations in this section survive termination or expiration of this Disposal Agreement.

#### 4.05 Key Personnel

Contractor's key personnel are listed in Attachment 4.05.

#### 4.06 Subcontractors

##### a. Identification.

1. Disposal Contractor has listed its subcontractors as of the contract date in Attachment 4.06. Disposal Contractor has attached a copy of its subcontract with each subcontractor to Attachment 4.06. Subcontractors must provide their subcontracted services in the same manner as the corresponding disposal services in this Disposal Contract whether "subcontractor" is referenced explicitly.
2. **After the Contract Date.** If Contractor wishes to add or replace subcontractors after the contract date, it may do so only with permission of the County.
3. **Acknowledgement.** A subcontractor that provides disposal services will sign the execution page of this Disposal Contract acknowledging that it has read this Disposal Contract and provide disposal services under this Disposal Contract.



**[See Sub-Sections b. Background Check of Personnel, c. Emergencies, and d. Obligations, in the Master Contract.]**

- b. Subcontract.** Transport Contractor will append copies of its subcontracts to Attachment 4.06b.

#### **4.07 Criminal Conduct**

Disposal Contractor will ensure that its subcontractor complies with its obligations under Section 4.07 of the Master Contract. Subcontractor's Related Parties are listed on Attachment 4.07.

#### **4.08 Unpermitted Waste Handling Protocol**

Disposal Contractor will give County a copy of its or its subcontractor's waste load check / unpermitted waste handling protocol promptly upon County request.

**[ARTICLE 5 – Reserved]**

**[ARTICLE 6 – Reserved]**

### **ARTICLE 7 – OWNERSHIP OF PERMITTED WASTE; DISCLAIMERS**

**[See Article 7, in the Master Contract.]**

### **ARTICLE 8 – DISPOSAL SERVICE FEES**

#### **8.01. Disposal Service Fees**

County and Contractor have entered into multiple agreements for the provision of integrated solid waste management services by Contractor, including operation of six satellite (short-haul) transfer stations; provision and operation of a long-haul transfer station; transport of waste from the transfer stations to a facility for landfilling; and ultimate disposal of the waste (the "Combined Services"). Compensation to Contractor by County for the Combined Services is set forth in Article 6 of the "Agreement Between County of Mono and D&S Waste Removal, Inc. for the Operation of Satellite Transfer Station Facilities", entered into on or about December 20, 2022 (the "Satellite Transfer Station Agreement"), and as the same may from time-to-time be amended or superseded. There shall be no additional payment by County to Contractor for the Combined Services beyond that set forth in the Satellite Transfer Station Agreement, which is intended to be a single charge for all services provided by Contractor under the various agreements for Combined Services. Disposal Contractor shall pay all subcontractor costs, fees or

other charges directly and County shall have no obligation to pay any subcontractor for disposal or any other service cost or expense.

In the event this Disposal Contract survives expiration or termination of the Satellite Transfer Station Agreement, County and Contractor shall determine fees to be charged for disposal services only under this Contract, or on a combined fee for those Combined Services which Contractor continues to perform in accordance with Attachment 8.02b of the Master Contract (“Adjustments for Service Changes/Change Orders”).

## 8.02 Adjustment

Adjustments to combined fees under the Satellite Transfer Station Agreement shall be in accordance with Section 6 of that Agreement and Article 8.02 of the Master Contract.

**[See Sections 8.03 Offsets, and 8.04 Payment Protocol, in the Master Contract.]**

## ARTICLE 9 – RECORDS

**[See Section 9.01 Acknowledgements, in the Master Contract.]**

### 9.02 Maintenance

- a. **Information.** Disposal Contractor will keep records required under the Master Contract and this Section.

SECTION	RECORD
3.05 / 8.01	Weight receipts for permitted waste delivered by from County and accepted by Disposal Contractor at the Disposal Facility including: <ul style="list-style-type: none"> <li>• gross and tare weight of the containers (or trucks) that deliver the permitted waste, with identification of vehicle (for example, Transport Hauler ‘s assigned truck number or the license plate number),</li> <li>• tons of delivered permitted waste,</li> <li>• tons of rejected permitted waste, with reason for rejection, and</li> <li>• time and date of delivery.</li> </ul>

- b. **Back-up.** Contractor will keep copies of records in a location separate from the primary storage location.

**[See Sub-Section 9.02 c. Types; d. Inventory; e. Back-up, in the Master Contract.]**

### 9.03 Retention

- a. **Acknowledgment.** Contractor re-acknowledges that County needs accurate and complete records of materials that Contractor handled under this Disposal Contract, including to respond and defend claims under CERCLA.

## ARTICLE 10 – REPORTS

[Section 10.01 Intentionally Omitted.]

### 10.02 Timing, Form, and Content

- a. **Monthly Reports.** In its monthly report Disposal Contractor will include:
  - Information required in the Master Contract,
  - A summary of the daily weigh receipts and any other daily records,
  - Number of transport container loads transported to the disposal facility.
- b. **Annual Reports.** In its annual report Disposal Contractor will include the following information and statements:
  - Information required in the Master Contract and the quarterly reports that are due at that time,
  - An update on schedule of estimated financial assurances for Closure / Post-Closure and then-current funding therefor;
  - An update on remaining estimated capacity of the Disposal Facility;
  - A review of new rules or regulations that would impact on operational, closure, or post-closure costs of the Disposal Facility;
  - Discussion of items of improvement to the Disposal Facility and a summary of the impacts such improvements would have on costs;
  - A review of the performance of investments of closure and post-closure funds; and
  - An analysis of the adequacy and financial status of closure and post-closure funds (every other year).
- c. **Inventory.** Disposal Contractor will maintain a current inventory including:
  - computer hardware and software for record-keeping, including weighing transport containers and preparing bills.

## ARTICLE 11 – INDEMNIFICATION

### 11.01. Obligations

Disposal Contractor will indemnify, release and hold harmless, and defend County under the Master Contract. Under this Disposal Contract its indemnity 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.

## **11.02 Liabilities**

Disposal Contractor will include in the indemnification defense that Disposal Contractor makes in the Master Contract, the following Liabilities (defined in the Master Contract):

- a.** Liabilities that result or are claimed to have resulted directly or indirectly from, or are or attributable to:
  - any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental ) concerning any unpermitted waste at; including the Disposal Facility; 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 whether directed by a regulatory agency) at the Disposal Facility. Examples include remediation of surface or ground water, and contamination and replacement or restoration of natural resources, or
  - Closure of all or part of the Disposal Facility, and
  
- b.** Liabilities, whether:
  - those liabilities occur in one or more instance,
  - those liabilities are threatened or have transpired,
  - Disposal Contractor is negligent or otherwise culpable, or
  - those liabilities those liabilities are litigated, settled or reduced to judgment,

## **ARTICLE 12 – INSURANCE AND FINANCIAL ASSURANCE**

### **12.01 Insurance**

In addition to carrying insurance under the Master Contract, Disposal Contractor (or its subcontractor) will carry insurance under Attachment 12.01.

### **12.02 Further Assurance**

In addition to the assurances under the Master Contract, Contractor will provide reasonable assurances if any regulatory agency issues a notice, order, or other form of obligatory action, for either or both of the following:

- to prohibit Disposal Contractor from accepting and disposing of permitted waste, or
- to require Disposal Contractor to close the Disposal Facility.

## ARTICLE 13 – BREACHES AND DEFAULTS

[See *Section 13.01 Breach*, in the Master Contract.]

### 13.02 Default

In addition to Defaults under the Master Contract, the following are Defaults under this Contract:

EVENT OF DEFAULT		TERMINATION DATE (# days following County notice to contract of default)
(1) Failure to dispose	Disposal Contractor fails to provide contract services, including accepting and disposing of permitted waste: <ul style="list-style-type: none"> <li>• 3 or more consecutive days following any request from the transfer station; or</li> <li>• 7 days in the aggregate from the contract date</li> </ul> <i>unless</i> due to uncontrollable circumstances.	30 days

**event of default** means each item listed in the Master Contract and the previous table.

## ARTICLE 14 – REMEDIES / ENFORCEMENT.

[See *Section 14.01 Remedies*, in the Master Contract.]

[See *Section 14.02 Injunctive Relief*, in the Master Contract.]

### 14.03 Damages

#### a. Compensatory.

Disposal Contractor will pay County the following damages:

Section	Damage
3.01	County’s reimbursement cost of transporting permitted waste to another disposal location in excess of its cost of transporting it to the Disposal

**14.03 Damages**

**a. Compensatory.**

Disposal Contractor will pay County the following damages:

Section	Damage
3.01	County's reimbursement cost of transporting permitted waste to another disposal location in excess of its cost of transporting it to the Disposal Facility;
3.01	County's reimbursement cost of disposing permitted waste at another disposal site in excess of its cost of disposing it at the Disposal Facility.

**b. Liquidated.**

The Parties repeat the acknowledgments they made in the Master Contract. Therefore, Disposal Contractor will pay County any or all of the following liquidated damages by the time under the Master Contract.

Section	Failure	Amount
3.01	For three or more failures in any 12-month period to dispose of permitted waste delivered by County.	\$250 for the third failure, increasing by \$100 for each additional failure
3.01	Failure to dispose of permitted waste delivered by County for 2 or more consecutive days.	\$250 on second day, increase by \$100 for each additional failure

By placing initials below at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provisions of the time that the Master Contract and this Disposal Contract was made.

Contractor

County

Initial Here: DJB

Initial Here: \_\_\_\_\_

**“Failure”.** In this section one “failure” means each occurrence of specified breach, not for aggregate instances of those individual breaches. (For example, failure to make containers available for loading two times in one day is two breaches).

**ARTICLE 15 – GENERAL PROVISIONS**

[See Section 15.01 *Independent Status*, in the Master Contract.]

**15.02 Notices**

Parties provide their addresses for Notices as of the contract date in Attachment 15.02.

[See Section 15.03 *Transfer of Contract*, in the Master Contract.]

[See Section 15.04 *Amendments*, in the Master Contract.]

**15.05 Representatives**


The Disposal Contractor and County Representatives are named in Attachment 15.05.

[See ARTICLE 16 – DEFINITION AND INTERPRETATION OF AGREEMENT, in the Master Contract.]

**ARTICLE 17 – EXECUTION OF CONTRACT**

IN WITNESS WHEREOF, County has authorized and directed the Chair of the Board of Supervisors to sign this Contract. Disposal Contractor has authorized and directed its duly authorized officers to sign this Contract. This Disposal Contract is dated the contract date stated on the cover of this Contract.

**COUNTY OF MONO**  
  
By: \_\_\_\_\_  
Bob Gardner, Chair of the Board

**Contractor**  
  
By:   
President:  
Type or Print Name:

**Subcontractor Representation and Warranty:** I represent that have read this Disposal Contract and warrant that

**Subcontractor Representation and Warranty:** I represent that have read this Disposal Contract and warrant that

**ATTACHMENT 3.01a Disposal Facility**

Name	
Address	
Owner	
Operator	
Contact name (individual)	
Contact phone	
Contact email	
Contract Name	
Work Phone	
Emergency Phone	
Email Address	
Street Address	



## **ATTACHMENT 3.01b Disposal Service Plan**

Contractor will include in the attached Disposal Service Plan all of the following:

- a.** Delivery protocol: weighing at gate house, record keeping information;
- b.** Discharge protocol: route from gate house to active face of landfill; discharge of waste; return route; and
- c.** load checking protocol.

## **ATTACHMENT 3.02a Back-up Disposal Service Plan**

Contractor will include its Back-up Disposal Service Plan to provide disposal service if the Disposal Facility is not accepting waste.

## **ATTACHMENT 4.04c Permits**

Contractor, attach copies of any permits not appended to County Clerk's copy of this Disposal Agreement, such as the following permits:

1. Permitted Waste Facility
2. AQMD or other applicable Air Permit

## **ATTACHMENT 4.04d Closure and Post Closure Plan**

The Closure and Post Closure Plan is attached to Attachment 4.04d of the copy of this Disposal Contract filed in the Office of the County Clerk.

Promptly upon County request Disposal Contractor will give County copies of the current Closure and Post-closure Plans including schedules with cost estimates, allowances for inflation and accumulation of interest.

## ATTACHMENT 4.05 Key Personnel

### Disposal Contractor Representative

<b>Name</b>	
Telephone number	
e-mail address	
Mailing address	
Disposal Contractor office address	

### Operations Manager / Supervisor

<b>Name</b>	
Telephone number	
e-mail address	
Mailing address	
Disposal Contractor office address	

Individual in Contractor's financial accounting department responsible for submitting reports to County with respect to billing.

<b>Name</b>	
Telephone number	
e-mail address	
Mailing address	
Disposal Contractor office address	

Individual responsible for submitting reports with respect to Contractor's disposal of permitted waste and providing information for reports such as DRS tonnage.

<b>Name</b>	
Telephone number	
e-mail address	
Mailing address	
Disposal Contractor office address	

**Acknowledgment:** Disposal Contractor has submitted, and County has received, this list of Key Personnel as of the later of the following dates:

1. the contract date, evidenced by each of their signatures on the Contract, or
2. with respect to subsequent changes, the following date, as evidenced by their following signatures.

## **ATTACHMENT 4.06 Subcontractors**

### **a. Identification:**

[ATTACHED LIST PROVIDED BY DISPOSAL SUBCONTRACTOR]

### **b. Copy of Subcontract**

If Contractor wishes to add or replace subcontractors after the contract date, it may do so only with permission of the County.

**ATTACHMENT 4.07 Subcontractor’s Related Parties**

**Contract Manager** means any or all of the following:

1. Contractor,
2. Contractor Representative
3. Contractor officers and directors,
4. the officers and directors of any direct or indirect parent corporation of Contractor, or
5. anyone in a Position of Influence

**Position of Influence** means the authority or responsibility to directly or indirectly administer, manage, direct, supervise, monitor or oversee Contract services or this Agreement, including any or all of the following:

1. **Contract administration:** reviewing or negotiating Contractor’s contracts (including this Agreement),
2. **Legal services:** providing in-house legal services with respect to Contract services or this Agreement,
3. **Budgeting:** preparing or overseeing Contractor’s operating and capital budget, or
4. **Policies / Procedures:** establishing policies and procedures related to the Criminal Conduct.

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	



## ATTACHMENT 12.01 Insurance

1. **Commercial General Liability (CGL):** \$2 million per occurrence /\$4 million aggregate with \$5 million umbrella coverage with endorsements providing “drop down” coverage solely for performance obligations effective when primary limits of General Liability described in the Master Contract are exhausted

2. **Broadened Auto Pollution Liability:**

- \$2 per occurrence and \$2 million aggregate umbrella coverage
- delete the pollution and/or the asbestos exclusion, and
- include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, and
- (unless waived by County Risk Manager) upset and overturn endorsement (e.g., MCS 90)

3. **Pollution / Environmental Impairment Insurance** covering the following: emission, discharge, release or escape of pollutants comprised of solid, liquid, gaseous or thermal irritants or contaminants (including waste materials to be recycled, reconditioned or reclaimed) into or upon land, the atmosphere or any watercourse or body of water, and reimbursement of cleanup costs in accordance with law because of environmental damages, with limits of \$2 million occurrence and \$2 million aggregate, and

**CGL Endorsement.** If coverage is under Commercial General Liability insurance, any endorsement required for County coverage.

**Claims-Made.** If coverage is on a claims-made basis, an endorsement covering County during the extended reporting-period.

**Subrogation.** Waiver of rights to subrogation that an insurer may acquire from Contractor with respect to payment of any loss.

**Cross-liability coverage:** Clearly evidence that policy provides cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured-versus-insured exclusions or limitations;

This obligation to maintain is pollution coverage survives the expiration or termination of this Contract. Disposal Contractor will maintain this pollution coverage, or equal coverage under a succeeding policy, until Contractor’s obligations under law for closure of the Disposal Facility are completed.

Disposal Contractor will give County a copy of the policy, or portion of the policy necessary for County to submit claims on County’s behalf,

- as of the contract date and

- promptly following any change in coverage.

Disposal Contractor may ask County to sign a confidentiality agreement before receiving the policy.

## ATTACHMENT 15.02 Notices

### Transport Contractor

Name  
Address  
Phone Number  
Email Address  
Contact Name

### County

Name  
Address  
Phone Number  
Email Address  
Contact Name

### ATTACHMENT 15.05 Parties' Representatives

**a. Contractor**

Contractor	
Name	
Phone Number	
e-mail Address	
Mailing Address	
Physical Address	

**b. County**

County	
Name	
Phone Number	
e-mail Address	
Mailing Address	
Physical Address	

# INTEGRATED WASTE MANAGEMENT Transfer Services Contract

**Between  
D&S Waste Removal, Inc.  
And  
Mono County**



Contract Date: December 20, 2022  
Operations Date: January 1, 2023  
Expiration Date: 10 years from operations date  
Option to extend for up to 10 additional years

## INTRODUCTION

### Transfer Services Contract

This Transfer Services Contract is a complementary part of the Master Contract between Contractor and County.

1. The **Master Contract** provides general contract administration and enforcement.
2. This **Transfer Services Contract** requires Contractor to provide financing, permitting, infrastructure, equipment, and personnel to transfer solid waste from collection trucks and self-haulers to transport trailers that long-haul the solid waste to a landfill for disposal.

**Urgency of Timely Services Commencement.** The County's authority under its lease with the City of Los Angeles DWP to dispose of waste at the Benton Crossing Landfill (BCLF) terminates on January 1, 2023; accordingly, transfer services at another location must be in place and operational by that date.

**10-year Term.** The term of this Transfer Contract allows Contractor to recover its capital investment over 10 years. At the expiration (or earlier termination) of this transfer Services Contract, when the infrastructure has been fully depreciated, County has the option to purchase all or part of the site (if not on County land), transfer station building, and equipment utilized by Contractor under this Transfer Contract (transfer facility), at a price equal to fair market value, as determined by an independent third party expert.

- (1) If County exercises its purchase option, Contractor must vacate the transfer facility. County can operate the transfer facility itself or contract with someone else. County shall have the first right of refusal.

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## PREAMBLE

Mono County ("**County**"), and D&S Waste Removal, Inc. ("**Contractor**"), enter into this Transfer Contract on the date on the cover of this Transfer Contract ("contract date"). The County is a political subdivision of the State of California. The Contractor is a corporation qualified to transact business under the laws of the State of Nevada.

## FINDINGS: Time is of the Essence

The County Board of Supervisors determines and finds as follows:

- (1) **Benton Crossing Landfill Closure.** After December 31, 2022, County can no longer dispose of solid waste at Benton Crossing Landfill (BCLF).
- (2) **No Other Disposal Option.** County has no other disposal option for MSW within the County.
- (3) **Direct-haul.** Even if County could secure a disposal Contract at another landfill, County's franchised haulers would have to transport collected solid waste long distances in their waste collection vehicles (direct haul). Haulers would incur unsupportable costs, including accelerated wear-and-tear on their collection vehicles, extra fuel, and longer driver hours and labor costs.
- (4) **Unaffordability of Direct Haul.** It is economically and practically infeasible for commercial waste collectors, such as County's franchisees under County's waste collection franchises, to collect solid waste and transport it in the collection vehicle to an alternative landfill (direct-haul).
- (5) **Solid Waste is a Public Health Concern.** If solid waste is not promptly removed for disposal it may over-fill discard containers and encourage illegal dumping. Solid waste, including putrescible garbage, threatens human health and the environment if not collected and disposed quickly. County is responsible for the health and safety of its residents and businesses.
- (6) **Illegally Dumped Waste.** County will incur significant costs if it must collect increased amounts of illegally dumped waste.
- (7) **Public Criticism.** County officials will suffer political repercussions if solid waste accumulates on the roads and streets.
- (8) **Contractor Experience.** County considered and relied on Contractor's representations as to its record of timely project build when it selected to contractor to entering into this Transfer Contract.
- (9) **Time is of the Essence.** transfer services must be fully operable before BCLF closes.

## FINDINGS: Tonnage Capacity

- (1) **County Waste Tonnage.** In the last year residents and businesses living and working in unincorporated areas of the County have discarded an average of 4500 tons of solid waste per year, with a weekly peak demand of 100 tons.

- (2) **Minimum Capacity.** At a minimum, the transfer facility provided by Contractor must be capable of accepting and transferring that tonnage of solid waste, including peak capacity amounts, in the interest of public health and safety.
- (3) **Excess Capacity.** Under this Transfer Contract, Contractor can develop a bigger facility and operation capable of accepting and transferring additional, larger volumes of solid waste, such as solid waste generated in the Town of Mammoth Lakes or outside of Mono County.
- (4) **Economies of Scale.** transferring more than County tonnage results in lower marginal costs for each extra ton. Theoretically, the operation becomes more economically feasible and profitable.
- (5) **Excess Tonnage.** Contractor will fund the costs of preparing existing facilities and equipment or developing/purchasing new facilities and equipment in order to provide the transfer services. This may be funded at least in part from tipping fees paid for excess tonnage delivered by its additional customers. Contractor bears the risk of securing that extra tonnage and raising more revenues.
- (6) **County transfer service fee fees.** County will compensate the Contractor from tipping fees set by the County and received at Satellite Transfer Stations owned by County. In awarding this Transfer Contract to Contractor, County believes that the Contractor's compensation from County will not include recovery for infrastructure investment to accommodate excess capacity.
- (7) **Contractor Financial Strength.** When evaluating Contractor's proposal to provide services under this Transfer Contract, County reviewed the financial strength of Contractor. Under this Transfer Contract, upon the occurrence of certain adverse, financial events, Contractor must give County further assurances of its financial health. For example, the County may require Contractor to increase the letter of credit which allows County to draw upon it to pay alternative service if transfer station fails. If Contractor cannot provide further assurances, County has additional remedies under this Transfer Contract.

## **FINDINGS: Non-County customers**

- (1) **Waste transfer.** Under this Transfer Contract, Contractor accepts solid waste that can be disposed of at the landfill under the Disposal Contract and loads it into transport trucks (or containers) for long-hauler transport to the landfill. Long haul transport is provided under a different contract.
- (2) **County customers.** Contractor must accept solid waste delivered to its transfer facility by residents living, and businesses located, in the unincorporated area of the County.

- (3) **Non-County customers.** Contractor may also accept and transfer solid waste delivered by individuals *not* living, and businesses *not* located in the unincorporated area of the County. This includes the Town of Mammoth Lakes and locations outside of the County. The solid waste industry often refers to these as “market” customers. Each market customer must continue to pay a solid waste parcel fee pursuant to County Resolution R20-63 or any successor thereto.
- (4) **County Compensation.** Contractor sets its own tipping fee to Contractor customer (or “market”) tons. Those tipping fees cannot be less than County’s (“most favored nation”). Contractor also must pay the County its County Cost Surcharge to compensate County for accelerated and increased extra wear-and-tear of the transfer facility and for continuing administrative costs.

**THEREFORE, County and Contractor find that this Transfer Contract is in their mutual interest.**

- (1) **County.** County customers will pay a lower transfer service fee than they would have paid without supplemental market revenue. The transfer services might not have been practically, politically, and economically infeasible without supplemental, market revenue.
- (2) **Contractor.** Contractor has the opportunity to develop a profitable business that might not have been economically feasible without additional, supplemental income.

**GLOSSARY**

Words in this Transfer Contract have the meanings given in the Master Contract and this Glossary, whether they are capitalized or in lower case font. If a defined term in this Transfer Contract differs from the corresponding defined term in the Master Contract, the Master Contract governs.

<b>Defined Term</b>	<b>Definition or Section Cross-Reference</b>
<b>BCLF</b>	Benton Crossing Landfill
<b>Combined Services</b>	All services provided by Contractor to County under this Master Agreement and Service Agreements.
<b>commercial customers (or market customers)</b>	Article 5
<b>commercial vehicle tip area</b>	Section 4.07a
<b>containers</b>	Sections 4.13 and 4.18 and Attachments 4.13 and 4.18
<b>contract date</b>	Cover
<b>contract term</b>	Cover, 2.01
<b>Contractor</b>	Introduction
<b>Contractor equipment</b>	Section 4.18 and Attachment 4.18
<b>Contractor representative</b>	On contract date Attachment 15.02; following any replacement Amended Attachment 15.02
<b>Contractor Service Plans Or Plans</b>	Plans, specifications, protocols, procedures, and other obligations that are incorporated by reference in this Transfer Contract, such as <ul style="list-style-type: none"> <li>• O&amp;M Plan (for transfer station)</li> <li>• Unacceptable materials Screening and Handling Plan</li> <li>• Emergency and Back-up Plan (for transfer station)</li> </ul>
<b>County</b>	Introduction; for purposes of Indemnities, County and County's related parties
<b>County representative</b>	On contract date Attachment 15.02; following any replacement Amended Attachment 15.02
<b>customer(s)</b>	Section 4.03b(iii)
<b>damaged assets</b>	Sections 6.04 and 6.05
<b>Default</b>	Article 13
<b>deliver, delivered, delivery</b>	Section 4.04a

<b>Disposal Contract</b>	<ul style="list-style-type: none"> <li>On the contract date, the Contract of that name between County and Disposal Contractor for disposal services,</li> <li>After the contract date, the County itself or someone else who disposes of transferable waste at the Disposal Facility</li> </ul>
<b>Disposal Facility</b>	The solid waste management facility described in the Disposal Contract or other solid waste management facility to which County transports transferable waste for final deposition
<b>Emergency &amp; Backup Plan</b>	Sections 4.09 and 4.10
<b>entry scale</b>	Attachment 4.18
<b>equipment</b>	Attachment 4.18
<b>equipment vendor</b>	Attachment 3.01c - Operations & Maintenance Plan
<b>event of default</b>	Section 13.01
<b>expiration date</b>	Cover
<b>Free Dump Day</b>	Section 4.08
<b>hazardous waste</b>	Section 4.05; Attachment 4.05c and Master Contract; Master Contract governs
<b>Hazardous Waste Handling Protocol</b>	Attachment 4.05c
<b>holidays</b>	Section 4.04a
<b>Independent MSW Expert</b>	Master Contract Attachment 15.06
<b>key personnel</b>	Attachment 4.26
<b>Law</b>	Master Contract 4.04
<b>liquidated damages</b>	Section 14.03; supplementing Master Contract 14.03b
<b>Load Check Protocol</b>	Section 4.05b; part of Contractor's O&M Plan 3.01c
<b>Maximum transfer service fee Increase</b>	Attachment 8.02
<b>Monthly Report</b>	Article 10, supplementing Master Contract; and Sections 3.05c, 3.07, 8.03b
<b>non-transferable waste</b>	Section 4.05
<b>O&amp;M Plan or Operations &amp; Maintenance Plan)</b>	Attachment 3.01c
<b>operating hours</b>	4.13b
<b>performance standards</b>	<ul style="list-style-type: none"> <li>Throughput Standard</li> <li>Vehicle Turnaround Standard</li> <li>professional standards (Master Contract).</li> </ul>
<b>permits</b>	Section 3.04, Attachment 3.04a, supplementing Master Contract
<b>permitted waste</b>	Master Contract

<b>Pumice Valley Landfill</b>	County's C&D disposal site
<b>recyclable materials</b>	<p>Specific types of materials managed by the County, or under materials management contracts with the County, including any or all of the following:</p> <ul style="list-style-type: none"> <li>• Treated Wood</li> <li>• Inerts</li> <li>• Clean construction &amp; demolition debris</li> <li>• Clean wood waste</li> <li>• Green Waste (wood &amp; brush)</li> <li>• Tires</li> <li>• Scrap metal</li> <li>• White goods (appliances: refrigerators, washers, driers)</li> <li>• Recyclables: beverage containers, OCC / old, corrugated cardboard, mixed paper</li> <li>• Carpets</li> <li>• Mattresses</li> <li>• Sludge</li> <li>• Universal waste</li> <li>• Electronic waste</li> <li>• Autos</li> <li>• household hazardous waste</li> <li>• Other materials identified by County</li> </ul>
<b>receiving hours</b>	4.04a
<b>records</b>	Article 9; supplementing Master Contract Article 9
<b>reports</b>	Article 10 and Attachment 10; supplementing Master Contract Article 10
<b>rolling stock</b>	Attachment 4.18
<b>satellite transfer station</b>	Section 1.01
<b>scheduled acceptance date</b>	April 2, 2023, or other date established by the County in the Readiness Schedule (see Section 3.01a and Attachment 3.01)
<b>self-hauler, self-haul customer</b>	Section 4.03b
<b>self-haul tip area</b>	Section 4.07a
<b>satellite transfer stations</b>	1.01
<b>start-up</b>	Section 3.06
<b>scale house</b>	Attachment 8.03
<b>scale house scales</b>	Attachment 8.03
<b>site (or "transfer station site")</b>	Section 3.01b

<b>stated amount (letter of credit)</b>	Attachment 12.02
<b>subcontractor</b>	Section 15.01 and Attachment 15.01b, supplementing Master Contract
<b>Throughput Standard</b>	Section 4.12
<b>tipping fee</b>	Findings: Tonnage Capacity (6) and (7)
<b>transfer</b>	Section 4.02
<b>transfer fee</b>	see “transfer service fee”
<b>transfer service fee</b>	Section 8.01
<b>transfer service fee payment date</b>	Section 8.03c
<b>transfer station or facility</b>	Facility where Contractor accepts transferable waste and transfers it into vehicles or containers for long-haul transport to the disposal facility, including all of the following: <ul style="list-style-type: none"> <li>• building,</li> <li>• fixtures,</li> <li>• equipment,</li> <li>• furnishings,</li> <li>• parking lots, and</li> <li>• landscaping.</li> </ul>
<b>transfer station site</b>	3.03b
<b>transferable waste</b>	Section 4.02
<b>uncontrollable circumstances</b>	Master Contract
<b>Vehicle Turnaround Standard</b>	see “Vehicle Turnaround Standard

## ARTICLE 1 – CONTRACT RIGHTS AND OBLIGATIONS

### Section 1.01 Contractual Flow Control

**Satellite Transfer Contracts:** In waste transfer contracts between the County and a contractor that manages one or more of the County’s satellite transfer stations, County will require the contractor to deliver all transferable waste that it collects at the satellite transfer stations to the transfer station except to the extent that direct transport for out-of-county disposal is authorized under a franchise agreement and hauler complies with all requirements for out-of-county disposal under the franchise agreement.



**satellite transfer stations** means the following waste management sites where the public can discard waste and other materials, and an operator transports the waste and other materials for disposal or processing:

- Benton,
- Bridgeport,
- Chalfant,
- Paradise,
- Pumice,
- Walker, and
- Other sites or County facilities where the public can discard waste.

### **Section 1.02 Sole Use**

Contractor will not use its transfer station or the transfer station property for any purpose other than meeting its obligations to perform transfer services under this Transfer Contract unless County consents in its sole discretion. Examples of prohibited use include activities unrelated to transfer services, such as operating lumber yards, food processing facilities, and auto repair shops.

## **ARTICLE 2 – TERM AND OPTION TO EXTEND**

### **Section 2.01 10-year Term**

The term of this Transfer Contract begins on the contract date and ends upon the expiration of this Transfer Contract, as indicated on the cover of this Transfer Contract.

County may extend the term at its sole option one or more times, for a total period no greater than 10 years, upon provision of written notice to Contractor no less than 90 days prior to the expiration of the then-current term. *For example, the County could extend the term for:*

- a. 5 years and then 5 years (for a total of 20 years), or*
- b. Merely 5 years (without exercising right to extend an additional 5 years).*

### **Section 2.02 Continuing Obligations; County Purchase Option**

On the expiration date, County has the option, exercised in its sole discretion, to purchase the transfer station and property under Article 6. In addition to Contractor's obligations under the Master Contract that survive expiration, Contractor's obligation to complete its sale of the transfer station and property to County, survive the expiration of this Transfer Contract.

## **ARTICLE 3 – SCOPE OF SERVICES/SPECIFICATIONS**

### **Section 3.01 Transfer Station Readiness**

The parties understand and agree that Contractor intends to construct a transfer station meeting the requirements of this Agreement at property owned by it at 7937 Highway 167 in Mono County

(APN 013-210-028) (sometimes referred to as the “in-county transfer station”) for the purpose of performing the transfer services described in this Agreement. Construction is anticipated to be completed in the summer of 2023, with the in-county transfer station being operational by August 1, 2023.

The parties additionally agree that Contractor will utilize its existing transfer station, located at 260 Day Ln. Smith, NV 89430 or 16 US Highway 95A N, Yerington, NV 89447 (the “temporary transfer station”) for the purpose of providing transfer services as described herein from the commencement date and until such time as the in-county transfer station is operational.

References in this Agreement to “the transfer station” refer to that transfer station which Contractor is then utilizing to provide the transfer services.

**a. Time is of the Essence**

Contractor acknowledges “Findings: Time is of the Essence”. Without limiting its obligations under this Transfer Contract, Contractor will commence accepting and transferring waste at its temporary transfer station on January 1, 2023. Contractor will commence accepting and transferring waste at its in-county transfer station by a deadline mutually agreed upon by the County’s Public Works Director, or designee, and Contractor.

**b. Operations and Maintenance Plan**

Contractor will provide an Operations & Maintenance Plan for its in-county transfer station that is accepted by County.

**Operations & Maintenance Plans** for both the temporary transfer station and the in-county transfer station are in Attachment 3.01b, entitled “Operations & Maintenance Plan”.

[\[See Section 3.02 \*Emergency Assistance\*, in the Master Contract.\]](#)

**Section 3.03 Parties’ Contribution and Acknowledgements**

**a. Contractor Capital Contribution**

Contractor will contribute all funds necessary to provide the transfer services.

**b. County Contribution.**

County is not obligated to contribute any capital to acquire any equipment or build any structure, regardless of completion delay, cost over-runs, or any other incident. County is not obligated to give or sell any equipment to Contractor that County might own on the contract date.

**c. County Purchase Option**

Contractor acknowledges that County entered into this Transfer Contract for a 10-year term, which enables Contractor to recover its capital investment under this Transfer Contract over 10 years or up to 20 years if extended.

Upon expiration or earlier termination of this Transfer Services Contract, County will have the option to purchase unencumbered fee simple title to the in-county transfer services site under Section 6.01 and the in-county transfer station under Section 6.02.

County is ultimately responsible for solid waste management. It has determined that it is in its citizens' best interest to retain the option for ultimate control of its contractual and physical, solid waste infrastructure.

**Section 3.04 Permits**

**a. Schedule**

**permits** means the permits, authorizations or approvals required for the provision of transfer services under this Transfer Contract.

Required permits include those specified in Attachment 3.04a.

**b. Records**

Contractor will keep records of all the following:

- **Permits:** including all conditions, requirements or other documentation attached to permits,
- **Related Documentation:** All documentation regarding permits, including:
  - applications
  - Correspondence with regulatory agencies, such as letters, email, or other on-line communications; notes of conversations, whether on telephone, on-line, in person, or in meetings, and
- **Related Communication:** Any other communication relevant to permits.

When County asks for copies of records listed in this subsection, Contractor will promptly give them to County.

**Section 3.05 Transfer Station Facility Standards**

**a. Standards**

In providing transfer services under this Transfer Contract, Contractor will provide and/or utilize a transfer station that meets accepted industry standards for municipal solid waste transfer facilities, such as standards cited in the Master Contract.

**b. Contractor Responsibility**

Contractor is solely responsible for the adequacy, safety, and suitability of the transfer station, transfer services, and transfer station site. Without limitation, Contractor is responsible for the acts and omissions of its subcontractors, materialmen, suppliers, employees, and anyone else hired to provide services or materials.

**Section 3.06 Start-Up**

**a. Notice of Start-up**

Contractor will begin start-up of transfer services at its in-county transfer station no later than fourteen calendar days prior to the commencement of operations under 3.01.

**Start-up** means beginning preliminary operations for the first time.

**b. Start-up Demonstration**

Contractor will demonstrate for a period of 5 consecutive days that its in-county transfer facility can accept and transfer at least the minimum tons of transferable waste on each day prescribed in the Operations & Maintenance Plan.

**c. Scale Test**

Within 30 days before startup at any location, Contractor will obtain certification of State-licensed weighmaster that all scales at the transfer station are accurate

**Section 3.07 Facilities for Solid Waste Transfer**

Any materials recovery or transfer facilities provided or utilized by Contractor must be designed and constructed in accordance with all applicable laws and regulations. The facilities must have all required permits from federal, state, regional, county, and city agencies necessary for them to operate and be in full regulatory compliance with all such permits. To the extent Contractor owns and/or operates a facility, or otherwise has actual knowledge of such violations, Contractor shall provide copies to the County of all notices of violations respecting any such facility used by Contractor that could affect Contractor's ability to perform under this Agreement, or amendments to permits, including any extensions. Any such facility must be authorized to accept, under its existing permits, and have sufficient uncommitted capacity to accept, all Solid Waste delivered to it from the Franchise Area for the duration of this Agreement.

**ARTICLE 4 – SERVICE STANDARDS**

**Section 4.01 [See Section 4.01 "Service Standards" in the Master Contract]**

## Section 4.02 “Transferable Waste “

### a. Transfer Station

Contractor will transfer transferable waste delivered to its transfer station during operating hours. Contractor has no rights to transfer materials delivered to or by the transfer station site for handling or processing by County or by contractors under a Materials Management Contract.

**operating hours** means the period of time when Contractor loads waste from the transfer service fee floor into containers or performs other work in the transfer station. It may begin (and end) before (and after) receiving hours when the public delivers waste.

**materials handlers** means contractors under contract with the County to accept, store, process, or transport for re-use, recycling, or (with respect to C&D), disposal.

**transferable waste** means permitted waste discarded onto the tipping floor of the transfer station. **Transferable waste** does *not* include separated recyclables (for example, treated wood, tires, and clean C&D), including recyclables handled under Materials Management Contracts.

### b. No County Warranty

#### (i) Waste Volume

County does not represent, warrant, or guaranty that any volume or weight of transferable waste will be delivered for transfer. County may develop programs to reduce the disposal of permitted waste, including transferable waste.

#### (ii) Waste Characterization

County expressly disclaims any warranties, either express or implied, as to the merchantability or fitness of transferable waste for any particular purpose.

## Section 4.03 Weight and Scale House

### a. Scale house

Contractor will operate the scale. At its transfer station site, Contractor will allow County and its employees, subcontractors and other County-authorized individuals:

- to enter the transfer site, at any time, including giving County representatives keys or codes to locked gates and buildings (including the transfer station) operated and maintained by Contractor,
- access to and from the scale house at any time,
- use of amenities available to Contractor’s employees, including:
  - parking for personal vehicles,

- lavatories,
- locker rooms and
- luncheon or recreational areas.

**“scale house”** means the structure, furnishings and equipment located at the entry to the transfer station site, described in Attachment 4.18.

The language in this section contemplates that the County will operate the scale-house. If Contractor operates the scale-house, then conversely, the Contractor will perform County’s obligations and County will enjoy Contractor’s rights.

**b. Weighing**

**(i) Measuring Weight.** Contractor will weigh each commercial waste collector’s truck delivering waste to the transfer station upon entrance and exit *unless* it maintains records of tare weights. Records of tare weight include the following:

- the **gross weight** of the filled vehicle entering the transfer station site,
- the **tare weight** of the empty vehicle leaving the transfer station site,
- the **net weight**, which serves as the basis for calculating Contractor’s transfer service fee.

**commercial waste collector** means a business that collects transferable waste from generators for a fee, on the contract date in trucks designed for waste collection, such as front-end loaders for waste bins or dumpsters, or automated side-loaders for carts.

**(ii) Customers.** Contractor will identify whether customers are County customers or Contractor (“market”) customers.

**customers** means both of the following:

- County customers, and
- Contractor customers.

**County customers** means all of the following:

- County and its franchised, contracted, licensed, or permitted haulers;
- others who transport transferable waste, added, or deleted by County in notice to Contractor.

**Contractor customers (or market customers)** means individuals or entities that are not County customers, such as local governments that enter agreements with Contractor to provide transfer services.

**c. Identifying Customers**

The County may request that Contractor record additional information at its sole discretion, including:

- **Truck:** Identification of customer's vehicle (such as numbers on commercial haulers' trucks), and
- **Time and date** of delivery.

**(i) Record-Keeping.** Contractor will keep copies of these records. On County request, Contractor will do both of the following:

- give Contractor copies of weigh records, and
- allow Contractor to inspect the records on working days.

**c. Weigh Master**

Contractor will weigh the tons of transferable waste brought by County customers and will report such amounts to County monthly. Contractor will also give County the tons of transferable waste brought by Contractor's customers.

**d. Scale**

**(i) Certification**

Contractor will calibrate the scale house scale under law and maintain State certification as to accuracy.

**(ii) Testing**

**A. County-Requested**

Contractor will test or calibrate, or both, the scale house scale within 3 days of County request. County may observe all tests. Contractor will give County a copy of all test results.

**C. Compliance**

If the test results show that the transfer scale complied with law, County will reimburse Contractor the direct costs of those tests.

**D. Non-Compliance**

If test results show that the transfer scale did *not* comply with law, Contractor will pay the costs of:

- Conducting those tests, and
- Making repairs to bring the transfer scale into compliance with law.
- Correct weights and transfer service fee fees re-calculated from:
  - the date Contractor conducted the test (or County asked Contractor to conduct the test) until
  - the transfer scale complies

**e. Substitute Scales**

If the scale is being tested, repaired, or otherwise unavailable, Contractor will use a substitute scale (such as a portable scale) until the permanent scale is again available. If there are no operable scales (for example, pending the installation of portable scales),

Contractor will estimate the quantity of transferable waste based on its choice of either of the following:

- weights recorded upon delivery at the disposal facility, subject to audit and verification by County, or
- estimated weights based on any or all of the following:
  - container volumes,
  - historical tare weights, and
  - either or both historical transfer station and disposal facility weight records.

#### Section 4.04 [See Section 4.04 “Compliance with Law” in the Master Contract]

#### Section 4.05 Delivery of Non-Transferable Waste

##### a. “Non-transferable waste”

Contractor will *not* knowingly accept non-transferable waste.

**non-transferable waste** means substances that are not permitted waste. Examples include:

- certain **contaminated soils**;
- **asbestos**, including friable materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may be a Hazardous Waste if it contains more than one percent asbestos *other than* non-friable materials containing asbestos which are triple bagged, boxed and taped;
- **ash residue** from the incineration of solid wastes, including municipal waste, infectious waste described in item (6) below, sludge, and agricultural wastes described in item (1) above;
- **auto shredder "fluff"** consisting of upholstery, paint, plastics, and other non-metallic substances which remains after the shredding of automobiles;
- **infectious wastes** which have disease transmission potential and are classified as Hazardous Wastes by the State Department of Health services, including pathological and surgical wastes, medical clinic wastes, wastes from biological laboratories, syringes, needles, blades, tubing's, bottles, drugs, patient care items such as linen or personal or food service items from contaminated areas, chemicals, personal hygiene wastes, and carcasses used for medical purposes or with known infectious diseases *other than* patient care items that have been disinfected;
- **liquid wastes** which are cannot be lifted in a spade, usually containing less than 50% solids, including cannery and food processing wastes, landfill leachate and



gas condensate, boiler blow down water, grease trap pumping's, oil and geothermal field wastes, septic tank pumping's, rendering plant byproducts, sewage sludge, and those liquid wastes which may be Hazardous Wastes, and specifically in the State, such as liquid wastes that does not pass the paint filter test established by the OR DEQ.; and

- **radioactive wastes** that contain a radioactive material, the storage or disposal of which is subject to any other State or federal regulation.
- **hazardous waste.**

**hazardous waste** means any substance waste which is defined or regulated under law such as any or all of the following:

- **“hazardous waste”,**
- **“toxic waste”,** or
- **hazardous chemical substance or mixture**

Examples of hazardous wastes include materials regulated under any or all of the following laws:

- Resource Conservation and Recovery Act (**RCRA**), 42 U.S.C. Section 6901 et seq., as amended (including amendments thereto made by the Solid Waste Disposal Act Amendments of 1980);
- **Toxic Substance Control Act**, 15 U.S.C. Section 2601 et seq.;
- Comprehensive Environmental Response, Compensation and Liability Act (**CERCLA**), 42 U.S.C. 9601, et seq., as amended, and regulations promulgated under it.

**b. Load Check**

Contractor will implement its Load Check Protocol. Contractor acknowledges that:

- (1) it has indemnified County for liabilities related to hazardous waste, and
- (2) compliance with the Load Check Protocol does *not* relieve Contractor of its indemnification obligations.

Contractor will record the volume or weight of non-transferable waste that it discovers during load check.

**Load Check Protocol** is described in the O&M Plan, Attachment 3.01c

**c. Identification After Leaving**

Contractor will use reasonable business efforts to identify the hauler that delivered that non-transferable waste, including:

- obtaining customer or truck identity recorded at the scale house; and

- asking employees or other individuals present at the time of the delivery whether they could personally identify the customer.

Contractor will keep records of information that it collects on non-transferable waste.

**(iii) Cost Recovery**

If Contractor identifies that hauler, Contractor will further use reasonable business efforts to do or both of the following:

- **Hauler Removal:** require the hauler to return and remove the non-transferable waste, if allowed under law, or
- **Hauler Payment:** recover from the County hauler the Contractor's cost of handling, removing, and disposing of County hauler's non-transferable waste. Contractor acknowledges that it is in the County's interest for Contractor to recover payment from the County-authorized haulers, since County compensates Contractor for half of Contractor's costs of handling unacceptable materials under the following subsection.

**d. Costs of Handling Non-transferable Waste.**

If County haulers neither remove non-transferable waste nor pay for its handling, Contractor will handle, remove, and dispose of it under its Hazardous Waste Handling Protocol in Attachment 4.05c. Contractor may charge County for 50% of Contractor's direct costs of handling, removing, and disposing of non-transferable waste delivered by County haulers, to County satisfaction. Contractor may *not* charge County for costs incurred because of Contractor customers.

[\[See Section 4.06 "Subcontractors" in the Master Contract\]](#)

[\[See Section 4.07 "Criminal Conduct" in the Master Contract\]](#)

[\[Section 4.08 INTENTIONALLY OMITTED\]](#)

**Section 4.09 Emergency Plan**

Contractor will develop an emergency plan together with the Mono County Office of Emergency Services. It will give emergency contact communications means such as phones or computer applications so County can always reach Contractor all day, every day including holidays. Contractor will transfer materials other than transferable waste at County request, such as C&D debris. Contractor will charge County directly, no more than 20% of its then-current transfer service fee, unless Contractor provides documentation satisfactory to the County that its actual costs exceeded the 20% surcharge.

#### Section 4.10 Back-up Transfer Service

**a. Notice.** If Contractor cannot provide transfer services at the transfer station for any reason (including uncontrollable circumstances), Contractor will immediately notify County and provide back-up transfer service, including transferring all transferable waste using best efforts to maintain the same performance standards that it would use at the transfer station (such as performing load checking, identifying customers that deliver non-transferable waste.)

**b. Compensatory Damages.**

(1) **Uncontrollable Circumstances.** If Contractor cannot provide transfer services at the transfer station because of uncontrollable circumstances, Contractor will pay County customers ½ of compensatory damages under Section 14.03a of the Master Contract.

(2) **Not Uncontrollable Circumstances.** If Contractor cannot provide services for any reason other than uncontrollable circumstances, Contractor will pay County customers full compensatory damages under Section 14.03a of the Master Contract.

#### Section 4.11 “Transfer Services”

**transfer services** means Contractor’s obligations under the Master Contract and this Transfer Contract.

#### Section 4.12 Throughput Standard

**a. Acceptance and Transfer**

Contractor will meet its Throughput Standard.

**Throughput Standard** means Contractor’s two-part obligation to do both of the following at the transfer station:

- (1) **Acceptance:** accept delivery of all transferable waste generated by County customers up to the permitted daily capacity regardless of daily, weekly, seasonal, and annual fluctuations, and
- (2) **transfer:** transfer all transferable waste generated from County customers from the floor of the transfer station and load it into containers or trucks for transport at least every 24 hours, or shorter time required under its permits.

#### Section 4.13 Loading and Weighing Containers

**a. Volume and Weight**

Contractor will load transferable waste that is discharged into transport containers or trucks. Contractor is not obliged to load any prescribed weight or volume of transferable refuse in

the transport containers but will endeavor to fill containers to the maximum weight limits in effect for County, State, and Interstate roads.

**b. Loading Hours**

Contractor will load discharged, transferable waste into containers provided by the transport hauler during receiving hours, at a minimum and may do so under operating hours agreed by Contractor and County.

**c. Weight**

Contractor will load containers in accordance with the O&M Plan. It will maintain a scale in the loading bay subject to the same provisions regarding maintenance and testing as the scale at the scale house.

**d. Check**

Contractor will check containers before loading to identify existing damage, and after loading, to identify new damage.

**e. Repair of Damaged Transport Containers**

If Contractor damages transport containers, such as ripping or tearing lids, walls, doors, or floors, resulting from tamping refuse into them during loading it must do either of the following:

- (1) Repair the transport containers to their state prior to damage Contract caused; or
- (2) reimburse the owner of the transport containers the cost of conducting repairs.

Contractor is *not* obligated to repair damages from normal wear and tear, such as dings, dents, or bulging of lids and walls.

**e. Container Information.**

Contractor will print a weight ticket from the scale in the loading indicating at a minimum:

- The content of the container, including garbage and refuse; recyclables; organics; or food waste,
- Number or other identification of container,
- the tare weight of the empty container prior to loading,
- the gross weight of the filled container after loading,
- the net weight, which County may use to corroborate weight tickets from the Disposal Facility or other waste management facility that serves as the basis for calculating the transfer service fee,
- time of loading, and
- date of loading.

## Section 4.14 Storage

**a. Uncontainerized**

Contractor will not store *un-containerized* transferable or non-transferable waste at the transfer site, including the following:

- the floor of the transfer station, or
- outdoor grounds on the transfer site.

**b. Containerized**

Neither will Contractor store *containerized* garbage, rubbish, or unacceptable materials on site *except* for limited storage of:

- transferable waste in containers allowed under Section 4.13, which includes MSW loaded in transport containers, and non-transferable materials pending prompt removal and disposal.

### **Section 4.15 County Right to Observe Transfer Station Operations**

In addition to County's right to enter the transfer station, Contractor will also allow County to observe and inspect transfer station operations at any time if it complies with both of the following:

- Contractor's reasonable safety and security rules, and
- Non-interference transfer operations.

County representatives may speak to everyone employed in the transfer station, including contract workers and subcontractors. It may speak privately with them without the presence of their supervisor or a Contractor representative. Upon County request, Contractor will allow requested personnel to accompany the County. Contractor will ensure that everyone cooperates with County and responds to County's questions.

### **Section 4.16 Operations and Maintenance**

The parties acknowledge all of the following:

- **County Obligation.** County is responsible for the health and safety of the public, including waste management, and must act in the public's best interest. It is obligated to maintain public health and safety.
- **Waste Management.** County need not directly provide waste management services itself. It may contract with others to provide direct service, such as this Transfer Contract to transfer transferable waste. However, County deems it in the public interest to maintain authority and control over where and how waste generated in the County is handled. This is often referred to as "flow control".
- **Environmental Health and Safety.** To protect public health and safety and preserve the environment of Mono County, the County must ensure functionality and operability of transfer operations, whether by ownership or control.
- **Purchase Rights.** Therefore, County is acting in the public interest by its reserving the option and right to purchase the in-county transfer station, in its sole discretion, on the expiration or termination of this Transfer Contract.
- **O&M.** Additionally, County has the utmost interest that the Contractor operates, maintains, and repairs assets in manner that preserves (subject to ordinary wear and tear) their value and functionality.

By placing initials below at the places provided, each Party explicitly confirms these acknowledgements and consulted with legal counsel to explain them, or knowingly waived their right to do so as of the contract date.

DVB Contractor \_\_\_\_\_ County

#### Section 4.17 Operation, Maintenance, Repair, and Replacement

Contractor will operate, maintain, and repair the transfer station under standards listed in the following sections. Contractor will use reasonable business efforts to perform maintenance and repairs outside receiving hours.

#### Section 4.18 Equipment

Contractor will maintain an equipment inventory. Contractor will continually update it upon acquisition of new equipment and retirement of old equipment.

**equipment** means electrical or mechanical machines, instruments, and other devices used to provide services under this Transfer Contract, including those listed on the inventory in Attachment 4.18. **“Contractor equipment”** includes all of the following:

- **rolling stock,**
- **tools,**
- **spare parts and supplies** used to operate, maintain, and repair equipment, such as oils and lubricants specified in operating manuals,
- **Intellectual property** used to provide services, such as patents, licenses, warranties,
- **Computers** and their software, such as programs, to register weight and other information at the scale house and the loading pit,
- **leases, installment sale agreements, and security agreements** related to Contractor’s equipment,
- **vendor’s operating manuals,**
- **Contractor’s repair-and-maintenance logs.**

Contractor may purchase supplemental equipment in its sole discretion, at its sole cost (without adjustment to the transfer service fee).

*For example, during the contract term, Contractor will acquire equipment to replace depreciated, worn, inoperable, or obsolete equipment, such as a skip loader or pickup truck.*

*For example, Contractor might purchase new rolling stock that uses less fuel and runs more efficiently than existing County equipment, because it reduces Contractor’s operating costs.*

Contractor must update the equipment inventory upon acquisition of new equipment and retirement of old equipment.

#### **Section 4.19 Tipping Floor**

**a. County's Interest**

Contractor acknowledges that transferable waste discarded on the tipping floor contains acidic and caustic liquids that break down the cement in the tipping floor.

Contractor further acknowledges that because County has the option to assume ownership and use of the in-county transfer station on the contract termination or expiration date, it is in County's interest that the tipping floor be maintained, and monitored routinely, not only when it is already significantly degraded with cracks or concrete spalling, flacking, or peeling; rebar is exposed; or structure otherwise damaged.

**b. Assessments**

Contractor will plan for repairs in advance and prevent emergency shut-downs.

**d. Repair**

To provide uninterrupted transfer services, Contractor will minimize the time that the transfer station is closed for repair, for example, by repairing only a portion of the tipping floor at a time. Contractor will repair the tipping floor with an engineered, iron/ concrete aggregate or other topping acceptable to County, rather than tearing up and re-installing the existing concrete or merely pouring fresh concrete on the worn surface.

Contractor will notify the County of the planned repair date at least two weeks in advance.

**e. Cost**

Should the tipping floor need replacement, Contractor will pay the replacement cost, whether from a replacement fund or other capital, its own or borrowed. At the termination of the agreement, should the County exercise the right to purchase under Article 6, the facility, including the tipping floor, will be sold as-is.

#### **Section 4.20 Utility Costs**

Contractor will subscribe to and pay for all utilities, such as electricity, water, phone, and internet access, that connect with the transfer facility.

#### **Section 4.21 Nuisance Control**

Contractor will minimize nuisances under its O&M Plan, including:

- vectors,
- odor,

- noise,
- dust, and
- litter, refuse.

It will manage transferable waste inside the transfer station. If Contractor does *not* timely clean up spilled or scattered materials, County may clean it up and offset County's reimbursement costs from the transfer service fee.

#### **Section 4.22 Damage or Destruction, Theft**

If any part of the transfer facility, which includes equipment and furnishings, is damaged, destroyed, or stolen, Contractor will use reasonable business efforts to repair or replace it using either or both insurance proceeds and its own capital. Contractor acknowledges that waste management is an issue of public health and safety, and time is of the essence. If Contractor does *not* use reasonable business efforts in the judgement of the County, County may draw on the letter of credit or other performance assurance and use the proceeds to pay the cost of repairing or replacing that property either itself or through another.

#### **Section 4.23 Security**

Contractor will maintain security at the transfer station, as acceptable by the Use Permit for the transfer station,:

- 6' – 12' berms on 3 sides,
- accessed by a single locked gate,
- all doors to structures on the site are locked.

#### **Section 4.24 Safety**

##### **a. Best Practices**

Contractor acknowledges that worker and customer safety is in the public interest and important to County. Contractor will operate the transfer station safely, not only to meet minimal legal and insurance requirements, but also best practices in the municipal waste management industry, policies, and publications of the Solid Waste Association of North America (SWANA) and National Waste and Recycling Association (NWRA).

Contractor further acknowledges that transferable waste contains putrescible materials that can attract vectors and spread disease. A fundamental County obligation is to protect public health. Therefore, Contractor will comply with its health and safety plan contained in the O&M Plan.

##### **b. Equipment**

Contractor will provide and maintain safety equipment under its O&M Plan. Examples include



gloves, masks, eye wash stations, first aid kits, and fire extinguisher.

**c. Worker Education**

Contractor will regularly instruct workers on safety precautions to protect themselves and others from injury while providing services, under its O&M Plan.

## **Section 4.25 Staffing**

**a. Sufficiency**

Contractor must employ sufficient workers to meet its contract obligations and comply with the Through-put Standard and direct haulers to safely discharge their materials and move all transferable waste from the floor of the transfer station into containers by the close of each day.

**b. Wages**

Contractor acknowledges that Contractor has paid or will pay in full for the development and operation of the transfer station, which is not a public works project under CA Labor Code 1720.

**c. Employment**

Contractor will engage and train staff under its O&M Plan.

## **Section 4.26 Key Personnel; Related Parties**

In addition to the key personnel and Related Parties that Contractor identified in the Master Contract, Contractor identifies key personnel with respect to operation of the transfer facility and Related Parties with respect to criminal conduct, in Attachment 4.26 of this Transfer Contract.

## **ARTICLE 5 – CONTRACTOR (“MARKET”) CUSTOMERS**

### **Section 5.01 Acknowledgements**

**a. Town Waste**

Contractor acknowledges the following:

- By entering into this Transfer Contract, Contractor has the opportunity to increase its revenue by providing transfer service to Contractor customers.
- The Town of Mammoth Lakes is an incorporated jurisdiction, separate from County and is not obligated to direct materials generated within its jurisdiction to the transfer station.
- Contractor did not rely on any representations or promises of the County that the Town will deliver materials to the transfer station or that providing service to Town would generate any revenues.

**b. Representation**

Contractor represents that when submitting its proposal to enter into Transfer Contract it relied only upon its own investigation of the likelihood of that anyone, including the Town of Mammoth Lakes, would enter into an agreement with Contractor to provide transfer services.

**c. Contractor Business**

Contractor may provide its own Contractor customers transfer service at the transfer station upon approval of County in accordance with all of the following, satisfactory to County:

<b>Contractor customer</b>	Identifying the Contractor customer and contact person
<b>transferable waste volume</b>	Estimating the amount of transferable waste that Contractor customer will deliver to the transfer station, daily, monthly, and annually
<b>Capacity</b>	Demonstrating that after adding the anticipated volume of Contractor transferable waste, transfer station will continue to have sufficient permitted capacity to accept and transfer waste currently delivered by County customers and projected to be delivered by County customers in the next 5 years.
<b>Additional Capacity</b>	Demonstrating that Contractor will bear the entire capital and operating costs of building increased transfer station capacity or employing more labor to transfer the additional transferable waste delivered by Contractor’s customer
<b>transfer service fee Impact</b>	Warranting that it will not request a transfer service fee increase to transfer future increased volume of transferable waste delivered by County customers, if the transfer station capacity would have been sufficient to transfer that waste before Contractor customers began delivering additional transferable waste.
<b>Delivery times</b>	Disclosing the anticipated times that Contractor customer will deliver transferable materials to the transfer station and demonstrating that Contractor can continue to meet the Throughput Standard
<b>Weighing priority</b>	Allowing County to weigh County customers before Contractor customers
<b>Billing information</b>	Describing to County what information it needs County to record when County weighs a Contractor customer and how County can obtain that information from the Contractor customer using means available to County at the scale house, such as recording weight, truck number, customer identity, and when to give Contractor that information
<b>Transport Hauler</b>	Transporting transferable waste from the transfer station itself or through a subcontractor, evidenced by documentation such as a contract between contractor and transport hauler
<b>Loading Priority</b>	Loading transport containers of County’s transport contractor before loading transport containers of its own or of its transport contractor
<b>Transport</b>	Ensuring that Contractor will transport transferable waste delivered by its customers itself or by subcontract
<b>Terms</b>	Disclosing (1) the gross and any net fee that Contractor is charging Contractor customers, which cannot be more than the transfer service fee that County pays Contractor under this Transfer Contract, and (2) other terms of Contractor’s agreement with Contractor customer
<b>County Compensation</b>	Fixing the amount of compensation that Contractor will pay County for reasons including compensation for additional wear-and-tear on the transfer station and equipment that

	County has the option to purchase at the expiration or earlier termination of this Transfer Contract
<b>Offset</b>	Allowing County to deduct County's compensation from amounts that County owes Contractor under this Transfer Contract
<b>Insurance</b>	Providing additional or amended insurance coverage satisfactory to County, for additional County risk of liability, such as amendment of policies to provide that Contractor service to Contractor customers is included in the insurance that Contractor must carry this Transfer Contract with respect to scope of liability,
<b>Other</b>	Other provisions negotiated between County and Contractor

#### **b. Inadequate Permitted Capacity**

If transferable waste is delivered to the transfer station in amounts greater than or equal to the transfer station's permitted capacity and the Local Enforcement Agency issues a notice of non-compliance, Contractor and County will determine whether the volume of transferable waste delivered by County customers is within the permitted capacity *without* including transferable waste delivered by Contractor customers. They will make this determination based on the permitted capacity of the transfer station and records of the tons of transferable waste delivered by County customers alone.

##### **(i) Due to Contractor Customers' Incremental Deliveries**

If they determine that the volume of transferable waste delivered by County customers alone is *less* than permitted capacity, then Contractor may increase the throughput capacity of the transfer station by the following:

- enlarging the building or adding equipment, with or without
- increasing employment, and
- revising the transfer facility permit.

Contractor will take these actions at its own expense, without adjustment of the transfer service fee. It will make changes to the transfer station only after County review and consent, including with respect to Contractor's financial capacity.

##### **(ii) Due to County Customers' Delivery**

If they determine that the volume of transferable waste delivered by County customers alone is *greater* than the permitted capacity, then Contractor and County will meet to discuss their response, including all of the following:

- **Waste Projections:** Conduct waste generation projections for all of the following:
  - County transferable waste, until the expiration of this Transfer Contract;
  - Contractor transferable waste until the expiration of Contractor's agreement with each Contractor customer; and
  - County and Contractor waste, together.
- **Manner of Increasing Capacity:** Each party's preferred manner of increasing permitted capacity including enlarging the building, adding equipment, increasing employment, or any combination of them;
- **Cost and Time Estimates:** Contractor projecting the cost and timeline for implementing the changes;

- **Transfer Service Fee Adjustment;** the increase in the transfer service fee.

The parties will adjust the transfer service fee in the manner outlined in the Master Contract and Section 8.02 of this Transfer Contract. Additional changes that require capital investment or hiring more labor may occur for many other reasons, including increased delivery of transferable waste by Contractor customers described above. The Master Contract provides for the parties to mediate their disputes through a qualified “Independent MSW Expert” in solid waste management, not primarily an arbitration lawyer.

## **ARTICLE 6 – PURCHASE OPTION**

### **Section 6.01 County Purchase Options**

Contractor gives County 2 separate options to purchase the in-county transfer station/site, in County’s sole discretion:

- 1) upon expiration of this Transfer Contract, or
- 2) upon termination of this Transfer Contract.

### **Section 6.02 Sales Price**

If County exercises its purchase option, Contractor may sell the in-county transfer station and site, or a portion of the site in County’s discretion at the market value, as determined by an independent third-party appraiser mutually agreed upon by County and Contractor. County and Contractor will share the costs of the appraisal equally. County maintains first right of refusal.

### **Section 6.03 Inspection and Condition**

Contractor will accompany County to inspect the in-county transfer station and its surrounding for damages at the following times:

- (1) 6 months prior to expiration of this Transfer Contract,
- (2) 3 months prior to County’s exercise of its purchase option, and
- (3) promptly at a date requested by County.

Contractor will help County identify and list damages (often known as “punch lists”). If Contractor disagrees with County’s punch list, it may ask the Independent MSW Expert to examine disputed damage and determine its cause, due to either of the following:

- (1) anticipated wear-and-tear resulting from operations, or
- (2) damage/

Its determination is final. Contractor will fix damaged assets within a reasonable amount of time as determined by mutual agreement between the parties and prior to sale.

Contractor will cooperate with County, including promptly giving County requested documents, returning calls in any media, and attending meetings.

#### Section 6.04 “Assets” / “Damaged Assets”

**“damaged assets”** means assets that are broken; fully or partially inoperable; functionally impaired; or deteriorated in excess of normal wear-and-tear.

#### Section 6.05 Repair or Replacement

Any equipment used on site, will be sole responsibility of the Contractor. If equipment is contemplated to be sold to County, equipment will be valued as-is.

#### Section 6.06 Clean and Functional

Contractor will leave the transfer station and site in clean and functional condition, operable by County in accordance with the Operation and Maintenance Plan and equipment operation manuals, subject to ordinary wear and tear.

[See *ARTICLE 7 – OWNERSHIP OF SOLID WASTE; DISCLAIMERS in the Master Contract*]

### ARTICLE 8 - TRANSFER SERVICE FEES

#### Section 8.01 Transfer Service Fee

County and Contractor have entered into multiple agreements for the provision of integrated solid waste management services by Contractor, including operation of six satellite (short-haul) transfer stations; provision and operation of a long-haul transfer station; transport of waste from the transfer stations to a facility for landfilling; and ultimate disposal of the waste (the “Combined Services”). Compensation to Contractor by County for the Combined Services is set forth in Article 6 of the “Agreement Between County of Mono and D&S Waste Removal, Inc. for the Operation of Satellite Transfer Station Facilities”, entered into on or about December 20, 2022 (the “Satellite Transfer Station Agreement”), and as the same may from time-to-time be amended or superseded. There shall be no additional payment by County to Contractor for the Combined Services beyond that set forth in the Satellite Transfer Station Agreement, which is intended to be a single charge for all services provided by Contractor under the various agreements for Combined Services.

In the event this Transfer Services Contract survives expiration or termination of the Satellite Transfer Station Agreement, County and Contractor shall determine fees to be charged for transfer services only under this Contract, or on a combined fee for those Combined Services

which Contractor continues to perform in accordance with Attachment 8.02b of the Master Contract (“Adjustments for Service Changes/Change Orders”).

### **Section 8.02 Transfer Service Fee Adjustments**

Adjustments to combined fees under the Satellite Transfer Station Agreement shall be in accordance with section 6.4 of that Agreement and Attachment 8.02 of the Master Contract.

### **Section 8.03 Offsets**

In addition to any offsets under the Master Contract, County may deduct the County reimbursement costs charged under this Transfer Contract, such as for litter cleanup.

### **Section 8.04 Disputes**

Disputes regarding invoices or transfer service fees will be resolved in accordance with the Master Contract.

### **Section 8.05 Contractor’s Reimbursable Costs**

County will reimburse Contractor for Contractor’s direct costs, if any, explicitly identified in this Transfer Contract, such as with respect to:

- (1) a portion of the cost of handling, removing, and disposing of certain non-transferable waste delivered to the transfer station;
- (2) certain scale testing requested by Contractor.

## **Article 9 - RECORDS**

Contractor will keep records under Section 9.02 of the Master Contract and Attachment 9.00.

## **Article 10 - REPORTS**

Contractor will submit reports under Article 10 of the Master Contract including the following Information:

- 1) tons of transferable waste it loads into containers,
- 2) any injuries to customer delivering waste,
- 3) non-transferable waste that customers delivered; the efforts Contractor made to require them to recover it and take it away, as permitted by law; the efforts Contractor made to determine the identity of customer who delivered the waste; the manner and means of handling the waste; and the costs of handling the waste.

[See **ARTICLE 11 – INDEMNIFICATION, HOLD HARMLESS AND DEFENSE** in the Master Contract]

**ARTICLE 12 – INSURANCE AND FINANCIAL ASSURANCES**

**Section 12.01 Insurance**

Contractor will carry insurance prescribed in the Master Contract, with any changes or additions in coverage listed in Attachment 12.01. Contractor will append insurance documentation to Attachment 12.01.

**“Insured equipment”** means the equipment on and Contractor Equipment Inventory.

[Section 12.02 INTENTIONALLY OMITTED]

[See Section 12.03 *Further Assurances*, in Master Contract.]

**ARTICLE 13 BREACHES AND DEFAULTS**

**Section 13.01 Contractor Default**

In addition to defaults under the Master Contract, the following are defaults under this Transfer Contract:

CONTRACT SECTION	DEFAULT	TERMINATION DATE # days following County Notice of default (or longer number of days determined by County in its sole discretion)
This Transfer Contract 4.12 Throughput Standard	Failure to accept transferable waste at the transfer station or alternative transfer station for more than 3 consecutive days, unless excused by uncontrollable circumstances.	30
Master Contract 4.04: Compliance with Law	Breach of the provision of a permit 10 times during a period of 5 rolling, consecutive years beginning the first year of this Transfer Contract; provided that if 10 breaches occur before the end of that 5-year period, they constitute a default at that time.	Immediately

	<p>For example, 4 breaches occurring during the 1st, 2nd, and 3<sup>rd</sup> year of a 5-year period add up to 12 breaches which constitutes a default at that time (the 3<sup>rd</sup> year) without waiting for years 4 and 5 to pass.</p>	
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The preceding defaults are not subject to cure rights.

**Default** means the preceding failures to comply with this Transfer Contract listed in this subsection and Contractors’ defaults under the Master Contract.

## ARTICLE 14 – ENFORCEMENT OF AGREEMENT/REMEDIES

[See Sections 14.01 – 14.03a of Master Contract]

### Section 14.03b Liquidated Damages for Service Default

Contractor acknowledges the following likely consequences of its failure to meet its Throughput Standard or transfer all transferable waste delivered to the transfer station by County customers:

- 1) **Excess Haul Costs:** If County’s franchised haulers or other contractors cannot deliver transferable waste to the transfer station, they will incur the following damages:
  - Their cost of driving their collection trucks on a long-haul to the disposal facility instead of to directly to the transfer station, costs, including accelerated wear-and-tear on their collection vehicles, extra fuel, and longer driver hours and labor costs, in excess of:
  - Their cost of driving their collection trucks directly to the transfer station.

The haulers might ask County for a rate adjustment to recompense their extra costs that would that raise County customers’ tipping fee. A rate increase would create a financial burden on County’s residents and businesses. County officials will suffer political repercussions if solid waste accumulates. create political problems for the County and its elected officials. The County to recompense might be shifted from to the rate payers to the County.

The incremental costs of County’s franchised haulers would be difficult to determine. Each hauler would have trucks with different depreciation schedules and fuel efficiencies, and drivers with different hourly labor costs (including overtime). Their extra mileage would vary depending on their collection routes.

- 2) **Foregone Transport Fee.** If County’s contractor that long-hauls transferable waste from the transfer station to the disposal facility would forgo its transport fees. The transport hauler might ask County recompense it for those fees.

The transport hauler’s lost revenue would be difficult to determine. A portion of their



foregone transport fees represent operations cost that they did not incur. County does not pay transport haulers on a cost-plus basis and does not know the portion of operating expenses, overhead, and profit/mark-up, which might be proprietary.

- 3) **Illegal Dumping.** Solid waste, including putrescible garbage, threatens human health and the environment if not collected and disposed quickly. County is responsible for the health and safety of its residents and businesses. If it is infeasible, economically or practically, for other customers, including self-haulers, to direct-haul solid waste to an alternative landfill, their discarded solid waste may over-their waste containers and instigate illegal dumping. County officials will suffer political repercussions if solid waste accumulates.

The exact costs that County would incur to collect illegally dumped waste would be difficult to determine, but they would be significant.

- 4) **Lost transfer service fees.** County would not receive its portion of transfer service fees at the transfer station from County customers and any portion of fees from Contractor customer that Contractor pays County, which support solid waste management in the County. This would be time-consuming and difficult to determine the amount of transferable waste diverted from the transfer station for multiple waste haulers.

Therefore, parties agree that the liquidated damages below represent a reasonable estimate of the amount of County's damages, including considering all of the circumstances existing on the contract date, and both of the following:

- the relationship of the sums to the range of harm that reasonably could be anticipated, and
- anticipation that proof of actual damages would be costly or inconvenient.

In signing this Agreement, each party explicitly confirms both of the following:

- the accuracy of the statements made above, and
- it had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision when signed this Transfer Contract.

Contractor will pay County the following liquidated damages:

- 1) **Excess Mileage:** \$110 per hour from the transfer station to the disposal facility by the shortest route via roads on which haulers could drive their heavy trucks, for each of County's franchised or contract haulers. Reimbursement rate for truck and trailer.
- 2) **Lost Transport Fees:** 10% of the transport fee for the number of waste tons/day, based on the average daily tonnage over the prior month.
- 3) **Illegal Dumping:** \$100 / day.
- 4) **Lost transfer service fee fees.** \$2,500/day.

[See Section 14.04 “County Right to Provide Services” in the Master Contract.]

### Section 14.05 Suspension or Termination

After Contractor receives County’s Notice of Termination under 15.02 of the Master Contract or County Notice of determination that Contractor has engaged in criminal conduct under 4.07 of the Master Contract, it will take all the actions in this Section, *unless* that Notice explicitly directs otherwise.

#### a. Vacate transfer Station

Immediately Contractor will vacate the in-county transfer station and relinquish possession of the transfer station and its site, including its tangible assets inside or outside the transfer station, to County. County may use those assets for any purpose, including transferring materials. County may authorize other individuals, such as using solid waste operators, to use the transfer station.

**tangible assets** means all property that Contractor used to provide services and fulfill its obligations under this Transfer Contract, including:

- **Site** with improvements,
- **transfer station** building and fixtures, O&M Plan, any updated plans and specifications,
- **Equipment,**
- **Furnishings,**
- **Records,**
- Other items that Contractor used on site to provide services under this Transfer Contract.

#### b. Transfer Assets for Market Value upon Request of County

Contractor shall promptly offer to sell tangible assets to County, including equipment, equipment operating manuals and O&M plans for fair market value as determined by an independent third-party appraiser agreed upon by the parties. The parties shall share the cost of the appraisal equally.

If County agrees to the purchase, Contractor will transfer intangible assets within two weeks. If necessary to maintain service, County may utilize the assets during the period prior to purchase for the purpose of providing services to its residents.

#### c. Transfer Title for Market Value upon Request of County

Contractor shall promptly offer to sell that portion of the property on which the in-county transfer station is located, plus any surrounding area necessary to carry out the services to

County for fair market value as determined by a third-party appraiser agreed upon by the parties (and for which the cost is shared equally), minus the amounts of County's compensatory damages resulting from the breach. If County agrees to purchase the property, Contractor will record with the County Recorder the deed transferring full ownership to of the in-county transfer station including its site or portion thereof, to the County, with all related documentation, such as mortgages, security interests, leases, and purchase agreements. County shall make promptly make payment to Contractor for the purchase.

**assets** means all personal and real, tangible and intangible property that Contractor used to provide services and fulfil its obligations under this Transfer Contract, including:

- **Permits,**
- **[Unencumbered] title** to the transfer station, and documentation regarding ownership or other assets, such as mortgages, security interests, leases, and purchase agreements.

**d. Transfer Permits**

Contractor will use reasonable business efforts transfer permits to County as soon as possible, including meeting with regulators.

**e. Take Reasonable and Necessary Acts**

Contractor will sign, execute, and deliver any instruments and perform any acts as may be necessary or reasonably requested by County to give full effect to this Section.

## Article 15 GENERAL PROVISIONS

### Section 15.01 Subcontractors

**a. Acknowledgements**

Contractor acknowledges that its experience and expertise weighted heavily in County's evaluation of Contractor's response to its Request for Proposals and in its selection of Contractor.

**b. Identification**

Therefore, Contractor represents that it has listed all its subcontractors on the contract date in Attachment 15.01b. Contractor will notify County of any proposed additional or replacement of the both the following subcontractors:

- On the contract date, subcontractors listed on Attachment 15.01b, and
- subcontractors with which Contractor contracts or engages for compensation of more than \$100,000.

Transfer Contract

Following County review and approval, Contractor will list those approved subcontractors in Attachment 15.01b.

**Section 15.02 Party Representatives**

**a. County Representative**

Under the Master Contract the County Director of Public Works or his designee is the County Representative. County identifies the additional County Representative with respect to operation of the transfer station in Attachment 15.02 of this Transfer Contract.

**b. Contractor Representative**

In addition to the Contractor Representative that Contractor identified in the Master Contract, Contractor identifies the Contractor Representative with respect to operation of the transfer station in Attachment 15.02 of this Transfer Contract.

**[Article 16 – See DEFINITIONS AND INTERPRETATION OF AGREEMENT, in the Master Contract]**

**Article 17 - EXECUTION OF AGREEMENT**

The County warrants that it duly authorized the officers listed below to execute this Transfer Contract on behalf of the County.

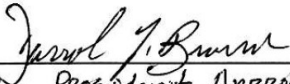
Contractor warrants that it duly authorized the individuals listed below to execute this Transfer Contract on behalf of the Contractor.

IN WITNESS WHEREOF, the parties have signed this Transfer Contract as of the last contract date indicated below their names and entered into this Transfer Contract on the contract date:


COUNTY OF MONO:

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

CONTRACTOR:

  
By: President HAROLD J. BROWN  
Date: 12/13/22

APPROVED AS TO FORM:

  
Stacey Simon (Dec 14, 2022 14:33 PST)  
\_\_\_\_\_  
County Counsel

APPROVED BY RISK MANAGEMENT:



APPROVED BY RISK MANAGEMENT:

### **ATTACHMENT 3.01c OPERATIONS AND MAINTENANCE PLAN**

Contractor will append the Operations and Maintenance Plan to this Attachment, including all of the following:

- 1) Plans & Specifications for traffic control on the entire transfer site, detailing design for safe use by the public that enters the site in automobiles and pickup trucks to drop off self-hauled transferable waste; and recyclables, tires, and household hazardous waste;
- 2) Transfer station site address and location map;
- 3) Plan to weigh transferable waste if scale-house is not at Pumice Valley Landfill (Section 4.03)
- 4) Load Check Protocol (Section 4.05b);
- 5) Hazardous Waste Handling Protocol (Section 4.05c)
- 6) Plan for unloading at the self-haul tip area (Section 4.07);
- 7) Emergency Plan (Section 4.09);
- 8) Back-up Plan (Section 4.10);
- 9) Plan for loading containers (Section 4.13c)
- 10) Health & Safety Plan (Section 4.24a)
- 11) required personal safety equipment (Section 4.24b);
- 12) required safety education for workers (Section 4.24c);
- 13) engaging and training staff (Section 4.25c);
- 14) plan for complying with Throughput Standard (Section 4.12) and Turn-around Standard (Section 4.06);

**ATTACHMENT 3.04a PERMITS**

EXAMPLES: EDIT TO INCLUDE ACTUALLY REQUIRED PERMITS

PERMIT	CIRCUMSTANCES WHERE REQUIRED	APPROVAL AUTHORITY
County lease	For use of County Site	County
JTD Amendment	For new uses on County Site	CalRecycle and County
Solid Waste Facility Permit (or amendment)	For changes to existing facility or development of new facility	Local Enforcement Agency with concurrence by CalRecycle
Building and grading permits	For building (or remodeling existing) transfer station and/or preparing soil or floors for operation	Local agency with jurisdiction
Land use approval(s) (e.g., use permit or change in land use designation)	Where transfer services performed on property where use not currently authorized	Land use agency with jurisdiction
General industrial stormwater permit	For construction and/or operation	Regional Water Quality Control Board (RWQCB)
Wastewater discharge permits	For sanitary wastewater from: <ul style="list-style-type: none"> <li>• Restrooms,</li> </ul>	RWQCB

	<ul style="list-style-type: none"><li>• Water used in washing floors</li><li>• Water from truck washing, and</li><li>• Water drained from transfer tunnel clarified to remove suspended and settleable solids such as oil,</li></ul> And discharged to the County sewer system	
--	--	--

**ATTACHMENT 4.05c      HAZARDOUS WASTE HANDLING PROTOCOL**  
[SEE ATTACHED]

**ATTACHMENT 4.10**  
[SEE ATTACHED]

**CONTRACTOR'S BACK-UP TRANSFER SITE**



**ATTACHMENT 4.13d CHECK SHEETS FOR TRANSPORT CONTAINERS**

<b>EMPTY CONTAINERS</b>	
<b>Check List / Inspection Report</b>	
<b>Date</b>	<b>Time</b>
Container number	
End gates are closed and latched	
Door seals are secure	
Exterior of container is not damaged or dirty	
Container top is free of holes / defects	
Container top: straps / buckles are fastened - secured	
System functions properly	
Container top is open prior to entering loading tunnel	
Interior of container is clean / free of debris	
Container floor has no holes	
Container is fit for loading	
Other:	
Comments	
Inspector name:	



LOADED CONTAINERS	
Check List / Check List / Inspection Report	
Date	Time
Container number	
End gates are closed and latched	
Door seals are secure <i>and not leaking</i>	
Exterior of container is not damaged or dirty; <i>there is no clinging debris</i>	
Container top is free of holes / defects	
Container top: straps / buckles are fastened - secured	
Container is properly attached to transport vehicle	
Container is suitable for transport	
Other:	
Comments	
Inspector name:	

#### ATTACHMENT 4.18 EQUIPMENT SPECIFICATIONS

Contractor will provide all of the equipment necessary to the provision of transfer services. Examples are listed below. Prior to commencing transfer services, Contractor will submit its final list of equipment to County for review and approval.

<p><b>Entry scale house for locations other than Pumice Valley</b></p>	<ul style="list-style-type: none"> <li>• Concrete weigh bridge</li> <li>• Incoming entry scale platform measuring 10' X 70' with a 40-ton capacity</li> <li>• Entry scale</li> </ul>
<p><b>Scale House</b> means the structure, furnishings and equipment located at the entry to the transfer site.</p>	<p><b>entry scale</b> means the equipment described in this subsection.</p>
<p><b>transfer Site</b></p>	<p>All equipment necessary to provide the services, for example:</p> <ul style="list-style-type: none"> <li>• <b>wheel loader</b> for loading permitted waste from tipping floor into transport containers, such as [Caterpillar 960 solid, rubber-tired tire wheel loader with three-way buckets],</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>backhoe / loader</b> to compact permitted waste in container and for back-up to wheel loader, such as [Caterpillar 426 C with extended boom arm],</li> <li>• <b>knuckleboom crane</b> for loading and compacting materials into open topped transport containers, such as [North American Crane and equipment Company, Model SC2025],</li> <li>• <b>forklift</b> for moving empty and loaded transport containers and collecting dropped of recyclables such as a [6,000-pound Hyster forklift],</li> <li>• <b>tractor</b> (“yard goat”) for moving transport containers inside transfer station and chassis in- and- out of holding bay, such as [Peterbilt 375 single axle],</li> <li>• <b>sweeper</b> for cleaning spills and paved areas,</li> <li>• <b>transfer entry scales</b> such as a Mettler Toledo Model 7541 Truckmaster truck entry scale]; [container loading scale],</li> <li>• <b>recyclables bins</b>, upon County request, for self-haul recyclables drop-off: 30 or 40 cubic yard roll-off containers having hinged top, with sidewall access openings, sliding doors, including smaller to place inside for separating a variety of recyclable materials.</li> </ul> <div style="border: 1px solid black; background-color: #d1ecf1; padding: 5px; margin-top: 5px;"> <p><b>rolling stock</b> means the equipment listed in this subsection, or its functional and quality equivalents</p> </div>
--	--

**ATTACHMENT 4.26 KEY PERSONNEL**

**a. Contractor Representative**

<b>Name</b>	
Telephone number	
e-mail address	
Mailing address	
Contractor office address	

**b. Individual in Contractor's financial accounting department responsible for submitting reports to County with respect to invoices.**

<b>Name</b>	
Telephone number	
e-mail address	
Mailing address	

Contractor office address	
---------------------------	--

**Acknowledgment:** Contractor has submitted, and County has received, this list of Key Personnel as of the later of the following dates:

1. The contract date, evidenced by each of their signatures on the Contract, or
2. With respect to subsequent changes, the following date, as evidenced by their following signatures:

County Representative: Signature  Typed or Printed Name Date
--

Contractor Representative Signature  Typed or Printed Name Date
---

**c. Changes**

**(i) Updates**

Contractor and County will update this information when their Representative changes, for example moving to a different position, leaving employment, moving, illness, or death. They will do all of the following, as applicable:

- give copies to their Contract Representative under the Master Contract;
- Keep a copy with the contract they personally use most frequently, for example in their own office or the transfer station; and
- County Representative will give an executed copy to the County Clerk to file with the executed Contract in her records.

**(ii) Acknowledgements**

County and Contractor acknowledge that it is important to update this Exhibit for reasons including:

- providing both routine communication with individuals authorized to make administrative and operational decisions under this Transfer Contract, such as reviewing and accepting reports,
- and prescribed Notices under this Agreement.

**ATTACHMENT 9 RECORDS**

<b>SECTION</b>	<b>RECORD</b>
<b>3.04</b>	environmental compliance
<b>3.04c</b>	permit documentation
<b>3.07c</b>	acceptance testing
<b>4.13d</b>	container checks
<b>4.05a</b>	non-transferable waste
<b>4.05c</b>	identification of load-search to determine who delivered non-transferable waste
<b>5.01c</b>	tons accepted from Contractor customers, item "billing information"
<b>5.01c</b>	Contractor customers, tonnage etc.

## **ATTACHMENT 12.01 INSURANCE**

In addition to the insurance coverage required under the Master Contract, Transfer Contractor will obtain the following:

- 1. Commercial General Liability:** \$2 million occurrence and \$4 million aggregate with \$5 million umbrella coverage with endorsements providing “drop down” coverage solely for performance obligations effective when primary limits of General Liability described in the Master Contract are exhausted
- 2. Pollution / Environmental Impairment Insurance** covering the following: emission, discharge, release or escape of pollutants comprised of solid, liquid, gaseous or thermal irritants or contaminants (including waste materials to be recycled, reconditioned or reclaimed) into or upon land, the atmosphere or any watercourse or body of water, and reimbursement of cleanup costs in accordance with law because of environmental damages, with limits of \$2 million occurrence / \$2 million aggregate, and
  - CGL Endorsement.** If coverage is under Commercial General Liability insurance, any endorsement required for County coverage.
  - Claims-Made.** If coverage is on a claims-made basis, an endorsement covering County during the extended reporting-period.
  - Subrogation.** Waiver of rights to subrogation that an insurer may acquire from Contractor with respect to payment of any loss.
  - Cross-liability coverage:** Clearly evidence that policy provides cross-liability coverage as would

be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured-versus-insured exclusions or limitations;  
This obligation to maintain is pollution coverage survives the expiration or termination of this Transfer Contract.

**ATTACHMENT 15.01b LIST OF SUBCONTRACTORS**

As of Contract Date:	Replacements or Additions over \$100,000

ATTACH COPIES OF SUBCONTRACTS.



**ATTACHMENT 15.02 PARTY REPRESENTATIVES FOR THIS TRANSFER CONTRACT**

**a. Contractor**

Contractor	
Name	
Phone Number	
e-mail Address	
Mailing Address	
Physical Address	

County	
Name	

Phone Number	
e-mail Address	
Mailing Address	
Physical Address	

**AMENDED ATTACHMENT 15.02 PARTIES REPRESENTATIVES**

a. **Acknowledgment:** Parties acknowledge that keeping this Attachment updated is of the utmost importance because it prescribes who has authority to act on behalf of the respective parties.

**Contractor Notice:** Contractor has submitted, and County has received this attachment as of the later of the following dates:

- (1) The contract date, evidenced by the execution of this Transfer Contract, or
- (2) With respect to subsequent changes, the following date, as evidenced by their following signatures.

**b. Amendments, Replacements, Updates**

- (1) Contractor’s changes to this attachment are evidenced by its dated signature below.
- (2) County changes to this attachment is evidenced by its dated signature below.

**c. Warranties**

- (1) **Contractor.** Contractor warrants both of the following:
  - A. Contractor Representative or other individual signing below has the authority to sign this attachment; and
  - B. Contractor has duly authorized that individual to execute this attachment on behalf of the County.
- (2) **County.** County warrants both of the following:
  - A. County Representative or other individual signing below has the authority to sign this attachment; and
  - B. County has duly authorized that individual to execute this attachment on behalf of the County.

Contract Representative / Name:  
 Signature:  
 Date:  
 -----  
 Attest / Name – Office

Signature:  
Date:

County Representative / Name:  
Signature:  
Date:

-----  
Attest / Name – Office  
Signature:  
Date:

- d. **Filing.** Parties will file copies of this Attachment in both the following places:
  - (1) **Work Copy:** with the contract they personally use most frequently to implement and administer this Transfer Contract, for example in their own office, and
  - (2) **Records:** with the County Clerk and the appropriate Contractor officer, respectively, to file with the executed contracts they keep in their records.



## INTRODUCTION

### Master Contract Transport Contract

This Transport Contract is a complementary part of the Master Contract between Contractor and County.

- (1) The **Master Contract** provides general contract administration and enforcement.
- (2) This **Transport Contract** provides for transportation of permitted waste from:
  - the Transfer Station where County's Transfer Contractor loads waste delivered from the unincorporated County into truck-trailers (under a Transfer Contract) to
  - the Disposal Facility where County's Disposal Contractor disposes of that waste.

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## PREAMBLE

The County of Mono, a political subdivision of the State of California (**County**), and D&S Waste Removal, Inc., a Nevada corporation, (**Transport Contractor**) enter into this Transport Contract as of the contract date.

**contract date** is the date identified on the cover of this Transport Contract.

**commencement date** is the date that County Notifies Transport Contractor to begin providing transport service, depending on when the Transfer Station begins operations.

**expiration date** is the date 10 years following the commencement date, unless County exercises its option to extend the term under 2.01.

## FINDINGS

The County Board of Supervisors determines and finds the following:

1. **Landfill Closure.** As of January 1, 2023, County can no longer dispose of waste at Benton Crossing Landfill (BCLF).
2. **Replacement.** County must replace in-County waste disposal waste at BCLF with transfer and long-haul transport to out-of-County disposal site. County may do this by entering into transport services contracts for:
  - Transfer
  - Long-Haul Transport, and
  - Disposal
3. **Contract for Waste Transport service.** Under this Contract, County procures transport services to transport waste from the Transfer Station to the Disposal Facility. County will pay the Transport Contractor's transport fees from tipping fees charged at the Satellite Transfer Stations, not from the County's general fund.

## Glossary

For ease of contract administration in conjunction with the Master Contract, Article and Section numbering in this Transport Contract corresponds approximately to the Articles and Sections in the Master Contract with respect the same matter. Therefore, numbering in this Transport Contract may not be sequential.

Words in this Transport Contract have the meanings given the Master Contract and this Glossary, whether they are capitalized or in lower case font.



<b>Defined Term</b>	<b>Definition / Section Cross-Reference</b>
<b>annual report</b>	10.01b
<b>backup transportation</b>	3.08b / Transport Service Plan
<b>commencement date</b>	Cover and Preamble
<b>compensatory damages</b>	14.03b(1)
<b>contract date</b>	Cover, Preamble
<b>Contractor</b>	see "Transport Contractor"
<b>County</b>	Preamble
<b>deliver</b>	13.10
<b>Disposal Facility</b>	Cover / Attachment 3.01
<b>event of default</b>	13.02
<b>garbage and trash</b>	3.04c
<b>key personnel</b>	4.05 / Attachment 4.05
<b>letter of credit</b>	12.02 / Exhibit 12.02
<b>liquidated damages</b>	14.03b(2)
<b>Master Contract</b>	The agreement by that name between County and Transport Contractor
<b>monthly report</b>	10.01a
<b>operating hours</b>	3.06
<b>permits</b>	4.04
<b>permitted waste</b>	Glossary of the Master Contract; "transferable waste" under the Transfer Service Contract is permitted waste
<b>primary transportation</b>	3.08a / Transport Service Plan
<b>receiving hours</b>	3.06

<b>transport service fee</b>	8.01
<b>transport service standards</b>	4.01
<b>Services</b>	See “transport service”
<b>Transfer Station</b>	Cover / Attachment 3.01
<b>transferable waste</b>	Permitted waste handled under the Transfer Services Contract and loaded into transport containers for transport to the Disposal Facility
<b>transport</b>	3.01
<b>transport containers</b>	All equipment and rolling-stock used to transport permitted waste from the Transfer Station to the Disposal Facility, such as tractor-trailers, intermodal containers, flatcars, bogies and chasses.
<b>Transport Contract</b>	this Contract including all exhibits and attachments, as may be amended
<b>Transport Contractor</b>	Preambles
<b>Transport Guaranty</b>	3.04c
<b>transport service fee</b>	8.01
<b>transport service fee payment date</b>	8.01b
<b>transport service</b>	3.01 See also “transport services”
<b>unpermitted waste</b>	Materials that are not permitted waste

## ARTICLE 1 – CONTRACT RIGHTS and OBLIGATIONS

[See Section 1.01 Exclusive, Limited, and Non-Exclusive Contracts, in the Master Contract.]

[See Section 1.02 Contract Fee, in the Master Contract.]

[See Section 1.03 Definition of Rights, in the Master Contract.]

### 1.04 Representations and Warranties

Contractor confirms its representations and warranties under the Master Contract and makes the additional representation as of the contract date and warranty throughout the Contract, as follows:

- a. The Transport Contractor has, and will have, the number of transport trucks and labor to transport permitted waste, until the expiration or termination of this Contract.

## ARTICLE 2 – TERM AND OPTION TO EXTEND

### 2.01 Term

The term of this Contract begins on the contract date and ends upon the expiration of this Contract, as indicated on the cover of this Contract.

County may extend the term at its sole option one or more times, for a total period no greater than 10 years, upon provision of written notice to Contractor no less than 90 days prior to the expiration of the then-current term. *For example, the County could extend the term for:*

- a. *5 years and then 5 years (for a total of 20 years), or*
- b. *Merely 5 years (without exercising right to an additional 5 years).*

[See Section 2.02 Survival of Provisions, in the Master Contract.]

## ARTICLE 3 – SCOPE OF TRANSPORT SERVICE / SPECIFICATIONS

### 3.01 Transport service

- a. **“Transport service”**. Transport Contractor will provide transport service, including loading at and transporting permitted waste from the Transfer Station, and transporting to and discharging it at the Disposal Facility. Transport Contractor will begin providing transport service on the date directed by County Notice given at least one month in advance.

**transport service** means *all* of Transport Contractor’s “transport service” obligations, requirements, responsibilities, duties, and liabilities under this Contract, and as defined in the Master Contract.

**Transfer Station** is named on the cover of this Transport Contract and further identified in Attachment 3.01a.

**Disposal Facility** is named on the cover of this Transport Contract and further identified in Attachment 3.01a.

Transport Contractor does not have the right to provide disposal transport services for permitted waste separated from garbage and trash, such as the following materials:

- recyclables,
- organic, green, yard or food waste,
- materials handled under Materials Management Contracts with the County, and
- any other type of separated, permitted waste.

**separated** means removed from permitted waste.

**permitted waste** is defined in the Glossary of Master Contract (i.e., waste that the Disposal Facility is permitted to accept under law, including its permits).

**garbage and trash** are defined in the Glossary of the Master Contract (i.e. discarded refuse, both putrescible and non-putrescible, and other permitted materials that may be mingled with the garbage and trash).

- b. Transport Service Plan.** Transport Contractor will provide transport service under its Transport Service Plan. Transport Contractor will direct employees to work overtime and/or add extra shifts, as necessary, without transport fee increase, to assure timely implementation of the Transport Service Plan. Prior to beginning transport service when requested by County, Transport Contractor will submit weekly status reports to the County on Plan implementation. Promptly upon County request, Transport Contractor will meet with the County to review implementation progress. Transport Contractor will annually update the Transport Service Plan to reflect changes in operations.

**transport** means to carry permitted waste from the Transfer Station to the Disposal Facility

**Transport Service Plan** means the plan described in this Section and in Attachment 3.01b

- c. Transport Guaranty.** Contractor will accept and transport all permitted waste loaded by County’s transfer contractor at the Transfer Station.

**Transport Guaranty** is Transport Contractor's obligation under this Section.

[See Section 3.02 Emergency Assistance, in the Master Contract.]

[See Section 3.03 Change in Services / Change Order, in the Master Contract.]

[See Section 3.04 Vehicles, in the Master Contract.]

### 3.05 Transport Containers

- a. **Specifications.** Transport Contractor will provide, use, maintain, repair, inventory, and replace containers to provide timely transport service, including a sufficient number for loading at the Transfer Station when needed. Containers must meet the following specifications:
1. compatibility with Transfer Station operations, including compaction equipment, loading bay dimensions, and height limitations,
  2. meeting legal requirements for storage and transport of permitted waste, including covered loads, and leak-proof walls and floors
  3. usable for both primary transportation and back-up transportation,
  4. water-tight, so no liquid leaks out of the container, and
  5. covered to prevent:
    - blowing of litter out the top of the container and
    - vermin from entering the containers.

Transport Contractor warrants that that it will inspect the completed Transfer Station to confirm the compatibility of transport containers with Transfer Station dimensions.

**Containers** means the equipment to transport permitted waste from the Transfer Station to the Disposal Facility, including transfer trucks or truck-trailers.

b. **Cleanliness: Appearance and Health.**

Transport Contractor acknowledges that cleanliness and neatness is important to County residents. Transport Contractor will keep transport containers clean. It will thoroughly wash their exterior at least once each week or when County requests. It will clean the insides with pressurized hot water at least once each contract year. Transport Contractor may not wash transport containers at the Transfer Station.

Transport Contractor will repaint and refurbish transport containers so that they present an acceptable appearance to County.

**Labels.** Transport Contractor will clearly mark Transport Contractor's (or its subcontractor's) name and identification number on transport containers.

**c. Parking.** Transport Contractor may:

- park and store,
- fuel (as applicable, for example, to trucks)
- maintain and repair

containers on the Transfer Station site so long as it does not interfere with Transfer Station operations or pose a danger to the public entering and exiting the Transfer Station or to people working at or delivering permitted waste to, the Transfer Station.

**d. Permitted Waste Storage.** Transport Contractor will not store permitted waste on the grounds of the Transfer Station except inside transport containers. Transport Contractor will use best efforts to minimize storage to avoid creating nuisances (including odor) and prevent threats to public health and safety (including attraction of vermin and vectors).

### 3.06 Loading Containers

**a. Loading.** During Transfer Station operating hours Transport Contractor will do all the following:

1. **Provide:** provide empty transport containers, and ready containers for loading;
2. **Remove:** move loaded transport containers to the storage area ;

**operating hours** means the time in the Transfer Services Contract when Transport Contractor may load containers.

**b. Prior to Leaving Transfer Station.** Prior to leaving the Transfer Station, Transport Contractor will check the transport container to ensure that it is not leaking any fluids, including either waste fluids from a trailer (such as latex paint and used motor oil) or automotive fluids from a tractor. If Transport Contractor observes leaking fluids, Transport Contractor will do all of the following:

1. notify the operator of the Transfer Station;
2. place the loaded transport container in the staging area at the Transfer Station;
3. allow the waste fluids to drain out of the transport container;
4. clean up the fluids; and
5. obtain weigh receipt, if any, from Transfer Station operator.

### 3.07 Transporting Containers

**a. Week-day Transport.** Transport Contractor will transport loads of permitted waste within the weight limits required by law. It will transport from the Transfer Station to the Disposal Facility as frequently as the most stringent of the following: (1) as provided in its Transport Plan; (2) as necessitated by storage limitations at the Transfer Station; or (3) as required under its operating permit or law. It will transport more than one load each day at County

request. It will provide a second container for loading while a first container is transporting permitted waste to the Disposal Facility.

- b. Weekend Transport.** On Saturdays, Transport Contractor will provide a transport container and transport it to the Disposal Facility. It will check with County to determine if it must provide a second container. This weekend transport service is part of the Transport Guaranty for transport service 12 Saturdays each contract year. County will pay no additional transport service fee for the first 12 Saturdays but will pay Transport Contractor an additional 5% of transport service fees for each further, additional Saturday request.

### 3.08 Transport Routes

- a. Primary Transport Route.** Transport Contractor will transport permitted waste from the transfer station to the disposal facility on the primary transport route *unless* that route is unavailable for any reason (including uncontrollable circumstances), such as road closure due to snow. Within the boundaries of the County, it will route trucks as County may request (for example, avoiding schools during dismissal times, or driving heavy vehicles on pavement identified by County that is not designed to support the weight of the transport trucks).

**primary transport route** means the map by that name in Attachment 3.01b

If Transport Contractor uses best efforts (as determined by County) but cannot meet its Transport Guaranty via primary transportation, then Transport Contractor may store permitted waste in closed containers on the transfer station site for up to 7 days, if permitted by law.

- b. Back –up Transport Route.** If Transport Contractor cannot transport permitted waste from the transfer station to the disposal facility by the primary transport route for any reason (including uncontrollable circumstances), Transport Contractor will immediately notify County and provide back-up transport service without increase in the service fee.

**backup transport route** means the map by that name in Attachment 3.01b

- c. No Transport.** If Transport Contractor cannot provide transport service by primary or back-up transportation for any reason, Transport Contractor will immediately notify County.

**(1) Uncontrollable Circumstances.** In uncontrollable circumstances that make both primary and the back-up transportation unavailable, Transport Contractor is *not* obligated to provide transport services. However, Transport Contractor will use reasonable business efforts to cooperate with County to protect public health and safety, including helping arrange for another means of transporting waste to the disposal site or another facility.

**(2) Other than Uncontrollable Circumstances.** In events other than uncontrollable circumstances, Transport Contractor will be in default and County may exercise its remedies under this Contract and law.

- d. Back-up Disposal Facility.** If the Disposal Facility is not accepting permitted waste, Transport Contractor will transport permitted waste to a backup disposal facility identified by the Contractor at no additional cost to County.

**backup disposal facility** means the facility described in this subsection and named by Contractor.

### 3.09 Litter and Leaks

- a. Equipping.** Transport Contractor will enclose, cover or seal all transport containers prior to leaving the Transfer Station with solid lids (not mesh or screens) to prevent materials from escaping into the air and falling on the ground, including by wind, scavenging, and bumpy pavement. Transport Contractor will equip each transport container with a broom and shovel, and petroleum absorbent materials.
- b. Clean-up.** Transport Contractor will not litter when entering, at, or exiting the Transfer Station, or during transport.
1. **Litter.** If any material escapes, drops, spills, scatters, or is littered or tracked from the transport containers Transport Contractor will immediately sweep it up and remove it.
  2. **Leaks.** If transport containers leak on the Transfer Station site or on public roads, Transport Contractor will immediately:
    - (i) cover leaks with absorptive materials,
    - (ii) sweep absorptive materials from the ground, and
    - (iii) apply a cleaning agent to cleanse the soiled spot.
- c. Timing.** Contractor will sweep up litter and clean up spills: immediately upon discovery.

### 3.10 Delivery to Disposal Facility

Transport Contractor will deliver transport containers to the Disposal Facility (or a backup Disposal Facility), secure a weigh receipt, and dispose of the permitted waste as directed by personnel at the Disposal Facility.

**delivery** means to transport to Disposal Facility and discharge materials there for discard.



## ARTICLE 4 – SERVICE STANDARDS

In addition to the transport service standards provided in Master Contract, Transport Contractor will provide transport service under the transport service standards in this section.

*[See Section 4.01 Solid Waste Management, in the Master Contract.]*

*[See Section 4.02 County Review, in the Master Contract.]*

*[See Section 4.03 Responsiveness to County, in the Master Contract.]*

### 4.04 Compliance with Law

*[See Sub-Section 4.04a., in the Master Contract.]*

- b. Permits.** Transport Contractor will procure and maintain permits required under law, including those listed in Attachment 4.04b.

### 4.05 Key Personnel

- a. Identification.** Contractor's key personnel are listed in Attachment 4.05.

### 4.06 Subcontractors

*[See Sub-Section a. Acknowledgements, in the Master Contract.]*

#### **b. Identification.**

1. Transport Contractor has listed its subcontractors as of the contract date in Attachment 4.06b.
2. **Acknowledgement.** A subcontractor that provides transport services will sign the execution page of this Transport Contract acknowledging that it has read this Transport Contract and provide disposal transport services under this Transport Contract.

#### **c. References**

Subcontractors must provide disposal transport services under this Transport Contract.

#### 4.07 Criminal Conduct

Transport Contractor will ensure that its subcontractor complies with its obligations under Section 4.07 of the Master Contract. Transport Contractor will list its subcontractor's "Related Parties" on Attachment 4.07.

#### 4.08 Unpermitted Waste Handling Protocol

Transport Contractor will give County a copy of its (or its subcontractor's) permitted waste load check / unpermitted waste handling protocol promptly upon County request.

**[ARTICLE 5 Reserved.]**

### ARTICLE 6 - DIVERSION RIGHTS

County does not guaranty to deliver any specific weight or volume of permitted waste. County may develop, encourage and participate in waste diversion activities, including source reduction, recycling and recovery that may reduce the amount of transported permitted waste.

### ARTICLE 7 - OWNERSHIP OF PERMITTED WASTE; DISCLAIMERS

**[See Section 7.01 Ownership, in the Master Contract.]**

#### 7.02 Amount and Characterization

- a. **Ownership.** Permitted waste becomes the property of Transport Contractor when loaded into its transport containers.

**[See subsections b. County Disclaimers, and c. No Claims, in the Master Contract.]**

### ARTICLE 8 – TRANSPORT SERVICE FEES

#### 8.01. Transport Fees

County and Contractor have entered into multiple agreements for the provision of integrated solid waste management services by Contractor, including operation of six satellite (short-haul) transfer stations; provision and operation of a long-haul transfer station; transport of waste from the transfer stations to a facility for landfilling; and ultimate disposal of the waste (the "Combined Services"). Compensation to Contractor by County for the Combined Services is set forth in Article 6 of the "Agreement Between County of Mono and D&S Waste Removal, Inc. for the Operation of Satellite Transfer Station Facilities", entered into on or about December 20, 2022 (the "Satellite Transfer Station Agreement"), and as the same may from time-to-time be amended or superseded.

There shall be no additional payment by County to Contractor for the Combined Services beyond that set forth in the Satellite Transfer Station Agreement, which is intended to be a single charge for all services provided by Contractor under the various agreements for Combined Services.

In the event this Transport Contract survives expiration or termination of the Satellite Transfer Station Agreement, County and Contractor shall determine fees to be charged for transport services only under this Contract, or on a combined fee for those Combined Services which Contractor continues to perform in accordance with Attachment 8.02b of the Master Contract (“Adjustments for Service Changes/Change Orders”).

## 8.02 Adjustment

Adjustments to combined fees under the Satellite Transfer Station Agreement shall be in accordance with Section 6 of that Agreement and Section 8.02 of the Master Contract.

*[See Sub-Section 8.04b Payment Protocol, in the Master Contract.]*

## ARTICLE 9 - RECORDS

*[See Section 9.01 Acknowledgements, in the Master Contract, and see Attachment 9.01.]*

### 9.02 Maintenance

- a. **Information.** Transport Contractor will keep records required under the Master Contract and this Section.
- b. **Documentation.** Transport Contractor will keep the following records:
  - 1. manifests,
  - 2. bills of lading,
  - 3. route maps (including approximate times),
  - 4. other information required by law, and
  - 5. other information relating to transport requested by County.

*[See Sub-Section 9.02 c. Types; d. Inventory; e. Back-up, in the Master Contract.]*

*[See Section 9.03 Retention, in the Master Contract.]*

## ARTICLE 10 - REPORTS

*[Section 10.01 intentionally omitted.]*

## 10.02 Timing, Form, and Content

- a. **Monthly Reports.** In its monthly report Transport Contractor will include the information and statements in Attachment 10.02a.
- b. **Annual Reports.** In its Annual Report Transport Contractor will include the information and statements in Attachment 10.02b.

**[See Article 11 Indemnification, Hold Harmless, and Defense, in the Master Contract.]**

## Article 12 - INSURANCE AND FINANCIAL ASSURANCE

### 12.01 Insurance

Transport Contractor will maintain insurance required under Attachment 12.01 in Master Contract and Attachment 12.01 in this Transport Contract.

**[See Section 12.02 Further Assurances, in the Master Contract.]**

## ARTICLE 13 - BREACHES AND DEFAULTS

**[See Section 13.01 Breach, in the Master Contract.]**

**event of default** means each item listed in the Master Contract.

## ARTICLE 14 - REMEDIES / ENFORCEMENT

**[See Section 14.01 Remedies, in the Master Contract.]**

**[See Section 14.02 Injunctive Relief, in the Master Contract.]**

### 14.03 Damages

- a. **Compensatory Damages.**

Transport Contractor will pay County damages in amounts equal to the County's reimbursement costs and any fines or penalties levied by regulatory agencies, including for County's reimbursement cost of obtaining substitute transport service in excess of its what it would have paid under this Transport Contract under 3.01.

**[See Section 14.04 County Right to Provide Service, in the Master Contract.]**

**[See Section 14.05 Suspension or Termination of Contract, in the Master Contract.]**

**[See Section 14.06 Lawsuits, Venue, Service of Process, in the Master Contract.]**

## **ARTICLE 15 - GENERAL PROVISIONS**

**[See Section 15.01 Independent Status, in the Master Contract.]**

### **15.02 Notices**

Parties will provide address for Notices as of the contract date in Attachment 15.02.

**[See Section 15.03 Transfer of Contract, in the Master Contract.]**

**[See Section 15.04 Amendments, in the Master Contract.]**

### **15.05 Representatives**

The Transport Contractor Representative and County Representatives are named in Attachment 15.05.

**[See ARTICLE 16 – DEFINITIONS AND INTERPRETATION, in the Master Contract.]**

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## ARTICLE 17 - EXECUTION OF CONTRACT

IN WITNESS WHEREOF, County has authorized and directed the Chair of the Board of Supervisors to sign this Transport Contract. Transport Contractor has authorized and directed its officers to sign this Transport Contract. This Transport Contract is dated the contract date repeated on its cover.

**COUNTY OF Mono**  
By: \_\_\_\_\_  
Bob Gardner, Chair of the Board

**Transport Contractor**  
By: Darrol J. Brown  
President  
Type or Print Name:

## ATTACHMENT 3.01a Transfer Facility / Disposal Facility

TRANSFER FACILITY	
Name	
Address	
Phone Number	
Email Address	

DISPOSAL FACILITY	
Name	
Address	
Phone Number	
Email Address	

## ATTACHMENT 3.01b Transport Service Plan

Transport Contractor will attach its Transport Service Plan to this attachment, including all of the following:

**Transport Service Plan.** Transport Contractor acknowledges that timely, efficient, smooth and orderly transport and disposal of permitted waste to the satisfaction of County residents and County is a goal of this Contract. Therefore, Transport Contractor will develop a Transport Service Plan to detail how it will meet its transport service obligations, including:

1. Frequency and protocol of removing transport containers from the Transfer Station and transporting them to the Disposal Facility;
2. Its route to and from the Disposal Facility,
3. Protocol and equipment for delivering permitted waste to, and disposing of permitted waste at, the Disposal Facility,
4. Permits for transport, as appended to the Transport Service Plan, and
5. Emergency back-up plan for events such as labor disruptions or road closures.

### Primary Transport Route

Transport Contractor will attach its **Primary Transport Route** to this attachment, including street, road and highway routes to transport permitted waste from the Transfer Station to the Disposal Facility.

**Primary Transport Route Map [insert]**

### Backup Transport Route

Transport Contractor will attach its **Backup Transport Route** to this attachment, including street, road and highway routes to transport permitted waste from the Transfer Station to the Disposal Facility.

**Backup Transport Route Map [insert]**



## **Attachment 4.04b Permits**

Contractor will attach all permits and licenses required under law, or that County requests.

## Attachment 4.05 Key Personnel

### Transport Contractor Representative

<b>Name</b>	
Phone number	
e-mail address	
Mailing address	
Office address	

### Operations Manager / Supervisor

<b>Name</b>	
Phone number	
e-mail address	
Mailing address	
Office address	

### Individual in Contractor's financial accounting department responsible for submitting reports to County with respect to billing

<b>Name</b>	
Phone number	
e-mail address	
Mailing address	
Office address	

## ATTACHMENT 4.06b Subcontractors

### 1. Identification:

TRANSFER FACILITY	
Name	
Address	
Phone Number	
Email Address	
Contact Name	

### Transport Representative

<b>Name</b>	
Phone number	
e-mail address	
Mailing address	
Office address	

### Operations Manager / Supervisor

<b>Name</b>	
Phone number	
e-mail address	
Mailing address	
Office address	

### Individual in Subcontractor's financial accounting department responsible for submitting reports with respect to billing

<b>Name</b>	
Phone number	
e-mail address	
Mailing address	
Office address	

### 2. Copy of Subcontract

If Contractor wishes to add or replace subcontractors after the contract date, it may do so only with permission of the County.

## ATTACHMENT 4.07 Contractor’s Related Parties

Contractors complete this Attachment unless it is identical to Attachment 4.07 of the Master Contract.

**Contract Manager** means any or all of the following:

1. Contractor,
2. Contractor Representative,
3. Contractor officers and directors,
4. the officers and directors of any direct or indirect parent corporation of Contractor, or
5. anyone in a Position of Influence.

**Position of Influence** means the authority or responsibility to directly or indirectly administer, manage, direct, supervise, monitor or oversee Contract transport services or this Agreement, including any or all of the following:

1. **Contract administration:** reviewing or negotiating Contractor’s contracts (including this Agreement),
2. **Legal transport services:** providing in-house legal transport services with respect to Contract transport services or this Agreement,
3. **Budgeting:** preparing or overseeing Contractor’s operating and capital budget, or
4. **Policies / Procedures:** establishing policies and procedures related to the Criminal Conduct.

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

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Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

RELATED PARTY	
Name	
Position	

## ATTACHMENT 9.01 Records

### a. General

SECTION	RECORD
3.06b	tons of permitted waste that Transport Contractor transported from the Transfer Station, including time and date, if weighed at the Transfer Station
3.09b(1)	Instances of litter clean up
3.09b(2)	Instances of spills
3.11	Vehicle maintenance records
4.05b	Training for drivers; drivers' licenses
9.02d	Inventory of transport containers

### b. Inventory

ITEMS	DESCRIPTIONS
1. maintenance yards and facilities	
2. vehicles (14.04h)	*lease or installment purchase information; *warranty information
3. transport containers that are <i>not</i> tractor-trailers (such as roll of boxes)	*volume, size and specifications
4. transport containers that are tractor-trailers	* tractors 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; *by 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;
5. Computer hardware & software	*computer hardware and software for record-keeping, including weighing transport containers and preparing bills
6. other information related to the containers requested by County.	

**ATTACHMENT 10.02 REPORTS**

**a. Monthly Reports**

SECTION	INFORMATION
9.02a	Information required in the Master Contract
9.02b	a summary of the daily records for tonnage of permitted waste, volume or amount, number of transport container loads transported to the Disposal Facility

***[See Subsections b. Annual Reports, and c. All Reports, in the Master Contract.]***

## **ATTACHMENT 12.01 Insurance**

In addition to the insurance coverage under the Master Contract, Transport Contractor will obtain:

**1. Commercial General Liability (CGL):** \$2 million occurrence and \$4 million aggregate with \$5 million umbrella coverage

Policies with endorsements providing “drop down” coverage solely for performance obligations effective when primary limits of General Liability described in the Master Contract are exhausted.

**2. Broadened Auto Pollution Liability:**

- \$2 million occurrence and \$2 million umbrella coverage
- delete the pollution and/or the asbestos exclusion, and
- include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, and
- (unless waived by County Risk Manager) upset and overturn endorsement (e.g., MCS 90)



## ATTACHMENT 15.02 Notices

### Transport Contractor

Name  
Address  
Phone Number  
Email Address  
Contact Name

### County

Name  
Address  
Phone Number  
Email Address  
Contact Name

**ATTACHMENT 15.05 Parties' Representatives**

**a. Contractor**

Contractor	
Name	
Phone Number	
e-mail Address	
Mailing Address	
Physical Address	

County	
Name	
Phone Number	
e-mail Address	
Mailing Address	
Physical Address	

**AGREEMENT BETWEEN THE COUNTY OF MONO AND D&S WASTE, INC.  
FOR THE OPERATION OF SATELLITE TRANSFER STATION FACILITIES**

This AGREEMENT is made and entered into as of the 20th day of December by and between the County of Mono (hereinafter "County"), a political subdivision of the State of California, and D&S Waste, Inc. (hereinafter "Contractor"), a Nevada corporation. This Agreement is a complementary part of the Master Contract between Contractor and County.

**RECITALS**

**WHEREAS**, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Act) and subsequent additions and amendments (codified as California Public Resources Code Section 40000 *et seq.*), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

**WHEREAS**, the State of California found and declared that the amount of solid waste generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfill Disposal, has created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program; and

**WHEREAS**, the Legislature of the State of California has, through enactment of the Act, directed all local agencies to promote and maximize the use of feasible resources for source reduction, waste diversion, and recycling options in order to reduce the amount of solid waste that must be disposed in landfills; and,

**WHEREAS**, the County of Mono concurs with the aforementioned findings and declarations of the State of California and, in addition, desires to properly manage the natural resources and preserve landfill space in the unincorporated areas of the County; and

**WHEREAS**, the County of Mono leases or owns and manages various solid waste management facilities, including sanitary landfills and transfer stations, throughout the unincorporated areas of the County; and,

**WHEREAS**, the Mono County Board of Supervisors finds that continued management of these facilities by the County is necessary for the general health, safety, and welfare of its citizens; and

**WHEREAS**, the County may from time to time consolidate, construct, expand, close, or otherwise modify such Solid Waste facilities, including sanitary landfills and transfer stations, necessary to meet the disposal needs in the County's jurisdiction; and

**WHEREAS**, the Mono County Board of Supervisors has determined that continued operation of transfer station facilities can be best accomplished through an Agreement with a qualified and experienced private enterprise specializing in solid waste operations; and

**WHEREAS**, on July 26, 2000, the Office of the State Attorney General issued Opinion No. 00-402 in which it definitively declared that operation of the County's transfer station facilities under contract does not constitute a public work under the prevailing wage provisions of the California Labor Code; and

**WHEREAS**, the County proposes to enter into an Agreement with the Contractor for the operation of the satellite transfer station facilities as described herein ; and

**WHEREAS**, the Contractor represents it is qualified and willing to operate the satellite transfer station facilities pursuant to this Agreement; and

**WHEREAS**, this Agreement (including all "Exhibits") shall represent the formal written agreement between the Parties for the performance of the work as specified herein, by the Contractor, on behalf of the County. To the extent that there are any inconsistencies between this Agreement and any prior statements, representations, or documents of any kind or nature used, prepared, or relied upon, this Agreement shall prevail; and

**WHEREAS**, this Agreement shall supersede any and all prior agreements by the Parties respecting the operation of Mono County transfer station facilities (satellite or otherwise), whether written or oral, expressed or implied.

**NOW, THEREFORE**, intending to be legally bound, the Parties agree as follows:

## **ARTICLE 1 DEFINITIONS**

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth in Chapter 12.02 of the Mono County Code, or as defined in applicable sections of this Agreement.

## **ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR**

### **2.1 GENERAL**

The Contractor, by acceptance of this Agreement, represents and warrants that:

A. Existence and Powers. The Contractor is duly organized and validly existing as a corporation under the laws of the State of California with full legal right and power to enter into and perform its obligations under this Agreement.

B. Contractor Authorization and Binding Obligation. The Contractor has the ability to enter into and perform its obligations under this Agreement. The Contractor or its authorized representative has taken all actions required by law and its governing documents to authorize the execution of this Agreement. The persons signing this Agreement on behalf of the Contractor warrant and represent that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

C. No Conflict. Neither the execution nor the delivery by the Contractor of this Agreement nor the performance by the Contractor of its obligations hereunder (1) conflicts with, violates, or results in a breach of any law or governmental regulation applicable to the Contractor; (2) conflicts with, violates, or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of the Contractor), or instrument to which the Contractor is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or

instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of the Contractor.

D. No Litigation. There is no action, suit, or other proceeding as of the Signature Date of this Agreement, at law or in equity, or to the best of Contractor's knowledge, any investigation, before or by any court or governmental entity, pending or threatened against the Contractor which is likely to result in an unfavorable decision, ruling, or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of the Contractor to perform its obligations hereunder or which would have a material adverse effect on the financial condition of the Contractor or its parent company.

E. No Legal Prohibition. The Contractor has no knowledge of any Applicable Law in effect on the Signature Date which would prohibit the performance by the Contractor of this Agreement and the transactions contemplated hereby.

F. The Contractor's Investigation. The Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it. The Contractor has relied solely on its own investigation of the County, its facilities, and service needs in preparing its proposal and entering into this Agreement.

G. Information Supplied by the Contractor. The information supplied by the Contractor in all proposals and submittals made in connection with negotiation and execution of this Agreement and warranties made by the Contractor throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement.

H. Representatives of the Parties. The Contractor has designated in writing a responsible officer who shall serve as the representative of the Contractor in all daily operational matters related to the Agreement. The County may rely upon action taken by such designated representative as action of the Contractor.

## ARTICLE 3

### TERM OF AGREEMENT

#### 3.1 TERM OF AGREEMENT

The Term of this Agreement shall commence at 12:01 am on the Effective Date of this Agreement December 20, 2022, at which time contract operations by Contractor at the Benton Transfer Station, Bridgeport Transfer Station, Chalfant Transfer Station, Paradise Transfer Station, Pumice Valley Transfer Station (unless Pumice Valley Transfer Stations is operated as a long-haul transfer station pursuant to another contract with the County), and Walker Transfer Station shall commence (collectively "the Facilities"). The Term shall continue in force for a period of ten (10) years from the start of contract operations and shall expire at 11:59 pm, December 31, 2032. The County may extend the term at its sole option one or more times for a total period no greater than 10 years, upon provision of written notice to Contractor no less than 90 days prior to the expiration of the then-current term. For example, the County could extend the term for:

- a. 5 years and then 5 year (for a total of 20 years), or
- b. Merely 5 years (without exercising right to extend an additional 5 year).

## ARTICLE 4

### CONTRACTOR SCOPE OF SERVICES

#### 4.1 GENERAL

For and in consideration of all sums to be paid to Contractor, Contractor agrees to comply with all terms and conditions as specified herein. The scope of work for this Agreement shall generally consist of the operation of the Benton Transfer Station, Bridgeport Transfer Station, Chalfant Transfer Station, Paradise Transfer Station, Pumice Valley Transfer Station (unless Pumice Valley Transfer Stations is operated as a long-haul transfer station pursuant to another contract with the County), and Walker Transfer Station (the "Facilities") and the transfer and transport of Solid Waste and Diverted Materials delivered to those Facilities in accordance with Title 14, CCR, Sections 17407.1 through 17414.1, *et seq.*, and with the provisions set forth in this Agreement (the "Services"). The work to be done by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, tools, materials, supplies, transportation, fuel, and all other items necessary to perform the Services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

Work completed by Contractor pursuant to this Agreement shall be accomplished in a thorough, professional, and workmanlike manner so that the Facilities are provided with efficient, reliable, organized, and high-quality operations at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Agreement, whether such other aspects are enumerated or not.

All Services provided by Contractor at the County's request under this Agreement shall be performed in a manner consistent with any and all applicable Federal, State, and County statutes, codes, ordinances, resolutions, regulations, and leases, as now existing or as they may be later adopted, modified, or amended, and shall further comply with all approved permits, licenses, certifications, or other authorizations applicable to the Services. Contractor shall comply with applicable provisions of existing and future regulatory permits, including but not limited to any applicable land use permits, Waste Discharge Requirements, and Solid Waste Facilities Permits. In addition, Contractor shall comply with the provisions, conditions, and requirements of all operating plans and procedures, all future operating plans and procedures, and other documents for each Facility hereafter approved or adopted by the County. It is agreed to and understood by the Parties that the County, in its sole discretion, may install cameras and/or other monitoring devices at locations, including but not limited to gate houses, at any of the Facilities to monitor and ensure all work is performed and completed by Contractor and its personnel according to applicable law, permits and licenses, and operating plans and procedures and in the manner specified in this Agreement. Contractor shall be solely responsible for paying any fines or penalties imposed by regulatory authorities for Contractor's non-compliance with matters within Contractor's control, including, but not limited to, this Agreement, permit terms and conditions, applicable laws and regulations, or for failure of Contractor to obtain necessary permits.

Contractor shall keep fully informed of all existing and future Federal, State, and local laws, ordinances, resolutions, and regulations which in any manner affects the work performed under this Agreement or which in any way affects the conduct of the work. Contractor shall at all times observe and comply with and shall cause all Contractor agents and employees to observe and comply with, any and all existing and future laws, ordinances, regulations, orders, and decrees of any bodies or tribunals having jurisdiction or authority over the conduct of the work specified herein. Failure of the Contractor to adhere to this responsibility shall constitute "default" on the part of Contractor and, as such, shall be processed in accordance with applicable provisions of this Agreement.

The Mono County Director of Public Works ("Public Works Director") or his designee shall be the designated County agent concerning the administration and implementation of this Agreement. It shall be the responsibility of the Public Works Director, or an authorized representative thereof, to determine whether Contractor is carrying out the terms and conditions of this Agreement in a good and workmanlike manner. To that end, Contractor shall further

comply with reasonable directives as may be requested from time to time by the Public Works Director or his designee.

It is agreed to and understood by the Parties that this Agreement does not require Contractor to be responsible for the monitoring, reporting, maintenance, management, funding, or performance of Disposal activities related to the County's sanitary landfills, nor for the funding or performance of closure activities or post-closure maintenance at said landfills.

## 4.2 SATELLITE TRANSFER OPERATIONS

A. Operations. The Contractor shall furnish all labor, supervision, equipment, tools, materials, and supplies necessary to receive, check, process, store, load, and transfer all Solid Waste and Diverted Materials delivered to the Facilities. Contractor is responsible for the transportation of Solid Waste and specified Diverted Materials to the Designated Long Haul Transfer Site, or other Designated Facility for disposal, and all costs associated with such transportation, including, but not limited to, the provision of transfer vehicles, transfer containers, personnel, fuel, lubricants, equipment upkeep, etc. Contractor is responsible for obtaining and maintaining in effect for the Term of this Agreement all necessary operating permits, licenses, insurance, or other requirements for proper operation of the transfer vehicle(s).

Unless otherwise modified in writing by the County, the Benton and Paradise Facilities shall be operated with one debris box (or "roll-off box") at each location within which Solid Waste and specified Diverted Materials (e.g., white goods, scrap metal, waste tires) may be commingled for collection, storage, and transporting to the Designated Long-Haul Transfer Site or other Designated Facility for disposal. Debris boxes volume are 40 cubic yards at the Paradise Facility and at the Benton Facility and, if replaced by Contractor, shall remain equal or greater in volume. Further, the Bridgeport, Chalfant, Pumice Valley, and Walker Facilities shall each be operated with a stationary compactor equipped with a 40 cubic yard roll-off compaction container for Solid Waste and no more than 15 cubic yards of "construction and demolition" waste with specified Diverted Materials (e.g., white goods, scrap metal, and waste tires) and Bulky Waste (e.g., furniture, mattresses) at each of those Facilities managed separately through a 40 cubic yard debris box. The foregoing equipment will be provided by the County for the use of the Contractor under this Agreement. Recognizing the variation in specifications between manufacturers, the volumetric capacities specified in this Section 4.2 shall be considered approximate rather than precise measurements.

Disposal capacity shall be provided to Customers at all times during the operating day at each Facility by Contractor. In the event that Contractor removes a debris box or compaction container for transfer during the operating day at a Facility, Contractor shall immediately replace the container with an equivalent empty container of the same capacity to ensure continuous service for the remainder of that operating day. Compaction containers and debris boxes are not required to be in-place at any Facility during hours of non-operation.

B. Facility Permitting. The County shall be responsible for the preparation and submittal to regulatory authorities of all Plans of Operations, and other documentation related to the issuance of a Solid Waste Facilities Permit or amendment thereto, as required, for each Facility. In addition, the County shall perform or arrange for the completion of environmental review documents and obtaining appropriate certifications required under the California Environmental Quality Act (CEQA) for any required permitting or approvals.

C. Designated Long Haul Transfer Site: Benton, Chalfant, Paradise and Pumice Valley Facilities. Contractor shall transport and deliver all Solid Waste that is intended for Disposal, and all Diverted Materials, to the Designated Long Haul Transfer Site. The Designated Site for the Facilities shall be the long-haul transfer station operated pursuant to a separate agreement with the County, or such other location as may be authorized by County. Solid Waste delivered by Contractor to the Designated Long Haul Transfer Site shall be fully discharged from the transfer container at the tipping floor as designed by site personnel. Diverted Materials delivered by Contractor to the Designated Long Haul Transfer Site for processing shall be discharged at the location(s) designated by site personnel. Contractor shall not be charged Gate Fees at the Designated Long Haul Transfer Site for Disposal of Solid Waste that is removed and transferred directly from Facilities pursuant to this Agreement.

D. Transportation of Solid Waste and Diverted Materials. The net volume and, at Facilities equipped with a truck scale, net weight of the contents in all transfer containers, including Solid Waste and Diverted Materials, shall be determined and recorded prior to removal from a Facility. Unless specified otherwise by the County, net weight shall be determined by subtracting the gross combined weight of the inbound transfer truck and empty replacement container from the gross combined weight of the outbound transfer truck and full transfer container.

Contractor shall use due care to prevent materials being transported from being spilled or scattered during transport, including, but not limited to, the use of a tarp or other cover mechanism over all open-top boxes. If any materials are spilled during transport, Contractor shall immediately clean up all spilled materials, whether on private or public property. Appropriate approvals shall be obtained by Contractor prior to accessing private property for purposes of Litter removal.

Transfer vehicles shall travel at a prudent speed at all times when operating on-site at a Facility. When leaving or entering Facility access roads carrying public traffic, the Contractor's equipment and vehicles shall in all cases yield to public traffic.

E. Transfer Vehicles. Contractor shall maintain all transfer vehicles in good mechanical condition. Each transfer vehicle shall be clean, numbered, uniformly painted, and shall display a sign on each side bearing the Contractor's name, telephone number, and Contractor's license number in lettering a minimum of two (2) inches in height. Transfer vehicles shall be subject to inspection and approval by the Mono County Department of Health Services to ensure that they are in satisfactory condition with respect to excessive fluid leaks, drippings, or otherwise causing a hazardous or unsightly condition. Transfer vehicle(s) shall be furnished with a broom and shovel at all times to be used to assist with immediate cleaning in the event of spilled Solid Waste.

Contractor will keep a maintenance log documenting its transfer vehicles' compliance with applicable laws, including, without limitation, air emissions, noise, and inspections reports. Contractor will give the County copies of the maintenance log (including but not limited to all California Highway Patrol "Biennial Inspection of Terminals" (BIT) materials and all materials related to terminal investigations performed by the Nevada Highway Patrol) and registration certificates within ten (10) days of the County's request. The County may inspect transfer vehicles, including in connection with any permits issued by the County.

### **4.3 ENTRANCE GATE OPERATIONS**

A. Facility Attendant Duties. Prior to the Effective Date of this Agreement, Contractor shall develop and submit for County review and approval written procedures for Facility attendant duties. Contractor shall ensure that its personnel are sufficiently trained and knowledgeable in Facility attendant procedures and are able to perform those functions competently, courteously, and satisfactorily at each Facility. Facility attendants shall be responsible for locking and unlocking the entrance gate, operating weigh scales and ticket printers (where applicable), assessing and inspecting incoming loads, collecting Gate Fees, monitoring and managing Storage Areas and Stockpiles, operating equipment, distributing information, providing traffic control and Litter control, cleaning site surfaces, record-keeping, and other tasks associated with the operation of Facilities.

B. Collection of Fees. Facility attendants shall perform fee collection duties in accordance with this Section 4.3, including assessing and collecting from all Facility Customers any applicable Gate Fees and charges based on the Gate Fee Schedule established by, or as may be modified from time to time by, the County in its sole discretion. Contractor shall not charge any amount less than or in excess of the approved Gate Fees for any Services required or permitted to be performed by the terms of this Agreement. Facility attendants shall verify that each Customer is either delivering waste generated by a parcel subject to the County's solid waste parcel fees or is in possession of a valid Non-Participant Permit. Facility attendants shall thoroughly complete a written gate receipt for each load delivered to Facilities and provide each Customer with a copy of the receipt. Contractor shall furnish blank gate receipt books, in a form approved by the County, for use at the Facilities.



At the conclusion of each operating day, the Facility attendant shall tabulate the days' transactions and deposit all cash receipts, completed gate receipts, and the transaction tabulation into a secure deposit box at the Facility provided by the County. Contractor shall be responsible for collecting gate receipts from each Facility and transporting them to County offices during normal business hours, once per week, on a regularly-scheduled day to be agreed upon by County and Contractor. County shall be responsible for verifying and depositing cash receipts into a County bank account, creating Customer charge accounts, billing non-cash Customers, and providing late-payment notification for overdue accounts. The County shall provide, and periodically update, a list of active charge accounts for Contractor's use in Facility transactions. The County shall inform Contractor of established policies, which may be modified from time to time, to be followed for handling delinquent Customers at Facilities and the denial of service to Customers. Contractor shall be responsible for any theft or misappropriation of gate receipts. Under no circumstances shall cash receipts be left by Contractor in any location other than the secure deposit box during non-operating hours. Gate attendant shall ensure that the deposit box is secured with a lock furnished by the County at the end of each operating day.

C. Estimates. For Facilities not equipped with a truck scale, and in the event of power outage or scale malfunction at those Facilities that are so equipped, Contractor shall visually estimate the volumetric quantity of Solid Waste delivered to Facilities and materials transferred from the Facility. These estimates shall take the place of actual weighing and shall be the basis for records while scales are inoperable. With respect to Diverted Materials shipped off-site to a processor or commodity broker, Contractor shall either: 1) determine the net weight of such materials prior to leaving a Facility; or, 2) if the Facility is not equipped with a scale or in the event the scale system is inoperable, obtain a weight certificate from either a public scale or the processor or commodity broker.

D. Gate Records. Contractor shall maintain gate records that provide information including, but not limited to, inbound and outbound weights of each Customer (where applicable), origin of all Solid Waste or Diverted Materials, type and quantity of material, fee assessed, hauler identification and/or classification, and the type, weight, and destination of all outbound materials. Contractor shall also maintain waste manifest records related to used motor oil and Household Hazardous Wastes. Failure of the Contractor and its personnel to adhere to this responsibility shall constitute "default" on the part of Contractor and, as such, shall be processed in accordance with applicable provisions of this Agreement.

E. Scale Operation and Upkeep. At Facilities so equipped, Contractor shall operate truck scales during Facility operating hours, weighing all vehicle loads in both the inbound and outbound directions. Contractor personnel shall inspect platform scales on a routine basis pursuant to manufacturer's recommendations to ensure that scales are functioning properly and in an unrestricted fashion. Contractor shall be responsible for identifying functional issues or potential functional issues with any truck scale or related equipment and promptly thereafter performing any necessary maintenance and/or repairs so as to keep truck scales in good working condition and in compliance with Applicable Law and manufacturer's recommendations. Such maintenance and repair work constitutes a "public work" within the meaning of California Labor Code sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers performing such work and shall be registered with the California Department of Industrial Relations as required by Labor Code section 1725.5. See Attachment 4.3e to this Agreement, which is incorporated by this reference, for additional requirements related to prevailing wages.

F. Scale Calibration. County shall obtain certifications by the Inyo-Mono Weights and Measures Department of all truck scales verifying their proper calibration in accordance with Applicable Law. County shall provide Contractor copies of all such certifications upon reasonable request. Failure of the Contractor to adhere to this responsibility, including timely obtaining certifications, shall constitute "default" on the part of Contractor and, as such, shall be processed in accordance with applicable provisions of this Agreement. Contractor shall pay half the expense of certification for Walker and Bridgeport scales.

G. Public Education, Program Surveys. Contractor shall actively participate in a good faith effort with the

distribution of public education materials as may periodically be developed and furnished by the County to provide Customers with information about the County's solid waste program in general, or about specific programs such as waste reduction, diversion, recycling, and household hazardous waste management. Such materials may include, but not be limited to, flyers, pamphlets, promotional products, or other items. Further, Contractor shall actively participate in a good faith effort with the distribution and collection of public opinion surveys as may periodically be developed and furnished by the County to solicit feedback from Facility users on various topics related to the County's solid waste program, including, but not limited to, Customer satisfaction, Customer preferences for days or hours of operation, Customer suggestions for program changes, or other subjects as may be deemed appropriate by the County. Completed surveys received by Contractor shall be forwarded to the County in a timely manner or as specified by County in a written request.

#### **4.4 OPERATING SCHEDULE, TRAFFIC, AND WASTE FLOW**

A. General. Contractor shall have the right to use the Facilities every day of the year during the Term of this Agreement. If Facility personnel are on-site during hours of darkness, Contractor shall be responsible for providing adequate lighting at no expense to the County. With the exception of days and hours of operation, discussed in Section 4.4.B below, Contractor shall prevent public access to the Facilities.

The County shall have the right to access the Facilities every day of the year during the Term of this Agreement for purposes of conducting environmental monitoring, site inspections, Facility maintenance or construction, field surveys or measurements, landfill maintenance or construction (where applicable), Contractor compliance review, waste handling and/or processing, or any other reason deemed necessary by the County.

B. Days and Hours of Operation. Contractor shall unlock and open the entrance gate to each Facility, operate the Facilities in conformance with this Agreement, and close and lock the gate at the times designated for opening and closing the Facilities in accordance with the operating schedule established by, and as may be modified from time to time by, the Mono County Board of Supervisors. If operating schedules are modified in a manner which results in fewer hours of operation and, consequently, in fewer working hours for Contractor's employees and/or other costs to Contractor, Contractor shall be compensated by County based on such modified schedules. Contractor shall have a Facility attendant present at all times during the period that each Facility is open to the public.

C. After-Hours Access. The County recognizes that construction contractors may, from time to time, have the need for Facility access outside the normal operating schedule for Disposal of Inert Waste and Construction and Demolition Waste. Contractor shall have the right to negotiate directly with construction contractors, including compensation on a time and materials basis, to make Facility access available under an extended schedule only for projects contracted by, or performed on behalf of, public agencies. In such an event, Contractor shall make Facilities available under the same terms, conditions, and cost to all contractors bidding on the project and shall provide such information in writing to the contracting agency and to the Public Works Director no later than fifteen (15) days prior to the conclusion of the project bidding period. Under no circumstances shall Facility access to the general public be allowed outside the normal operating schedule. In the event that Contractor wishes to accommodate construction contractors for a specific project, Contractor shall submit a written proposal to the County for consideration. The proposal shall at a minimum describe the project involved, an estimate of the type and quantity of Waste material to be deposited, an estimate of the type, quantity, and capacity of vehicles accessing the Facility, the days and hours of operation, number and composition of personnel required, access control measures, and any other information that will provide the County with a clear understanding of the nature of the proposed project. Any extended access schedule shall be limited to daylight hours only and shall require that Facility personnel be physically present while construction contractor personnel are on-site. Authorization will be evaluated by the County on a project-by-project basis. All provisions of this Agreement shall remain in effect, including load checking, fee collection, traffic control, record-keeping, protection of facilities, and adherence to the Materials Storage Plan in effect at the time.

D. Facility Signage. The County shall provide, install, and keep in proper condition signs at all Facilities with the following information: 1) directional signs (e.g., "County Disposal Site") on main road at the driveway entrance or access road entrance to Facility; 2) sign at Facility entrance gate identifying the name of Facility, name of Facility owner and operator, hours and days the Facility is open to the public, and emergency contact number(s); 3) rules applicable to the Facility; 4) Gate Fees; 5) prohibited materials; 6) materials identified for storage, stockpiling, recycling, or salvaging; and, 7) any other information deemed necessary or appropriate by the County. Contractor shall be responsible for providing, maintaining, and managing signs within the site to safely and efficiently direct traffic from the Facility entrance gate to the truck scale (if applicable), transfer area, material Stockpiles or Storage Areas, or other unloading areas. Signs furnished and erected by Contractor shall be approved by the County as to size, wording, and location. At applicable Facilities, portable signs provided by County to identify Inert Waste and Green Waste stockpile locations shall be relocated by Contractor as appropriate to provide clear direction for unloading pursuant to the Materials Storage Plan, discussed in Section 4.4.H, below. Contractor is responsible for protecting signs from damage and for notifying the County in a timely manner when County-provided signs require maintenance.

E. Traffic Control. Contractor shall be responsible for providing traffic control to ensure the safe and efficient routing of vehicles at all Facilities. Vehicle ingress and egress shall be limited to the main entrance gate at each Facility. Traffic flow through Facilities shall be controlled to prevent the following: 1) interference with or creation of a safety hazard on adjacent public streets or roads; 2) On-Site safety hazards; 3) interference with operations; and, 4) damage to Facility equipment, structures, or other appurtenances. Traffic control shall be accomplished through the use of traffic cones, barricades, signs, flags, or other warning and safety devices furnished by Contractor. Such devices shall not obscure the visibility of the traveled way. All traffic control devices shall remain the property of the Contractor, shall be clean, freshly painted, marked, or otherwise made clearly legible and visible to the traveling public.

F. Control of Materials Unloading. Contractor shall ensure that materials unloaded from each vehicle are placed properly in the appropriate area in the Facility, including locations that may be established as temporary Storage Areas or Stockpile for later processing, diversion, or other use. Facility personnel shall ensure that each Customer places all Solid Waste in the appropriate transfer container or compaction hopper, and that Diverted Materials do not contain trash or other inappropriate waste material. Contractor shall be responsible for the evaluation (including testing that may be deemed appropriate), handling, and placement into storage containers of all used motor oil or Household Hazardous Waste delivered to the Facility. Failure of Contractor or its personnel to monitor and enforce the requirements, or otherwise adhere to the responsibilities, of this Section 4.4.F, including but not limited to ensuring Customers place Solid Waste in appropriate containers and that Diverted Materials do not contain trash or other inappropriate material, shall constitute "default" on the part of Contractor and, as such, shall be processed in accordance with applicable provisions of this Agreement.

Contractor shall abide by County load-checking program. Contractor shall at all times comply with the procedures and requirements of the County load-checking program, and as may it be modified or amended from time to time, to ensure that prohibited materials are not unloaded at the Facility. Contractor shall ensure that its personnel are sufficiently trained and knowledgeable in the procedures and requirements of the load-checking program to perform those functions at each Facility, including the routine performance of random physical load inspections. No liquid, Medical, Infectious, or other prohibited wastes shall be received at the Facilities. Vehicles transporting such wastes shall be directed away from the Facility without the opportunity to dump their loads. Contractor shall furnish Customers transporting such wastes with information regarding their proper Disposal, including the name, address, and telephone number of the nearest location capable of handling such wastes.

G. Household Hazardous Waste Collection Program. The County shall provide such Household Hazardous Waste storage containers as it deems appropriate at each Facility for temporary on-site storage of Household Hazardous Waste identified and removed from the waste stream during Facility operations. These Facilities will be equipped to receive small quantities of materials such as antifreeze, batteries, oil, paint, and pesticides from the general public. The Contractor shall be responsible for providing trained and qualified staff sufficient to operate

the collection program (screening, receiving, and storage of acceptable materials) at each Facility during normal hours of operations. The County, or its subcontractor, shall be responsible for arranging for transportation and final disposition of Household Hazardous Waste collected at Facilities. Contractor shall protect the Household Hazardous Waste storage containers from damage and keep them in a neat, orderly, and fully-functioning manner. Said containers shall remain the property of the County. No physical alteration to the storage containers shall be permitted unless written authorization is granted by the County.

The County may from time to time, at its option, obtain grant funding or otherwise provide for additional equipment and/or supplies that may be appropriate to augment the load-checking program and the Household Hazardous Waste collection program established at each Facility. Contractor agrees to incorporate such equipment and/or supplies into said programs and to provide for their continuous and proper operation in accordance with manufacturer's recommendations. Specifications for such equipment and/or supplies, which may include, but not be limited to, quantity, type, size, and/or material, shall be at the discretion of the County, but shall be developed in consultation with Contractor. Contractor understands that, as a result of grant agreements under which equipment and/or supplies may be furnished, there may be specific criteria by which equipment and/or supplies may be used and agrees to comply with such criteria. Any equipment and/or supplies furnished by the County for said programs shall remain the property of the County. No physical alteration shall be permitted unless written authorization is granted by the County. Any future potential for County-furnished equipment and/or supplies does not relieve Contractor of its obligation to furnish at its own expense all necessary equipment, tools, supplies, training, or otherwise provide for the proper operation of the load-checking program and the Household Hazardous Waste collection program established at each Facility.

H. Materials Storage Plan. The County has developed a plan for each Facility that delineates on-site locations to be utilized for temporary storage of Waste and Diverted Materials, including tires, metals, used oil, recyclables, Salvaged material, Household Hazardous Waste, Inert Waste, Green Waste, or other materials as may be determined by the County and as may be further described in sub-paragraph 4.4.L. The County shall semi-annually review the Materials Storage Plan and performance by Contractor in its implementation of said Plan. The County shall make modifications to the Plan as necessary to meet Facility needs anticipated for the subsequent semi-annual period, then confer with the Contractor to discuss any further adjustments that may be deemed appropriate. The County shall then issue a final Materials Storage Plan to be implemented by Contractor through the subsequent six (6) month period. The frequency of Plan review and modification may be adjusted by County if necessary to meet Facility requirements. The Contractor shall conduct Facility operations in accordance with the Materials Storage Plan to ensure an organized and well-run Facility. The storage or stockpiling of materials shall be kept as confined as is practical; size of Storage Areas shall be subject to County approval.

I. Materials Salvaging. For the purpose of meeting its obligation toward achieving waste diversion goals, the County may, at its discretion, develop a Materials Salvaging Program at the Facilities. In that event, a Re-Use Exchange Area will be established at designated Facilities for the temporary storage of re-usable materials removed from the waste stream, which may then be safely Salvaged by the public. At that time, the County shall develop policies, procedures, and reporting requirements in a Materials Salvaging Plan. Contractor shall be responsible for implementing the Materials Salvaging Plan and managing the Re-Use Exchange Area in a neat, organized, and safe manner at each Facility. Location and limits of the Re-Use Exchange Area will be determined by the County and included in the Materials Storage Plan, described in Section 4.4.H, above.

J. Avoidance of Undisturbed or Restricted Land. Contractor must seek and receive written authorization from the County prior to encroaching on any previously undisturbed land or onto those areas of the Facilities not directly related to, or necessary for, the daily operation of the Facilities. Any alteration of the earth's surface by Contractor is prohibited unless specifically authorized in writing by the County.

K. Contingency Plan. Upon the Effective Date of this Agreement, Contractor shall submit to the County a written "Contingency Plan" demonstrating the Contractor's specific arrangements to provide personnel and vehicles necessary to maintain uninterrupted service during mechanical breakdowns and in the event of fire, natural disaster, ~~strikes, or other emergency. The Contingency Plan submitted by the Contractor shall be subject to the County's~~

reasonable review and approval. In the event some condition arises to necessitate implementation of the Contingency Plan, Contractor shall follow the approved Plan as written. Contractor shall be responsible for periodically reviewing the Plan and updating it as necessary to ensure its accuracy during the Term of this Agreement. Should the Plan require modification or amendment, Contractor shall submit the proposed modification or amendment to the County for reasonable review and approval.

L. ABOP /E-waste Collection at Satellite Transfer Stations.

Contractor will accept delivery of the following materials when the transfer sites are open to the public

- anti-freeze, batteries, oil, paint (ABOP), and
- e-waste.

Contractor will encourage the public to tape the ends of batteries and discard them in a clear plastic bag. It will stage or store ABOP and e-waste in accordance with law until Contractor removes it from the transfer site.

”**e-waste means**” waste that is powered by batteries or electricity (such as computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, compact disc players/recorders, and calculators), including CEDs (a covered electronic device as defined in California Public Resources Code Section 42463) such as the following:

1. cathode ray tube (CRT) device (including television and computer monitor),
2. LCD desktop monitor, laptop computer with LCD display, LCD television,
3. plasma television,
4. any other covered electronic devices listed in the regulations adopted by the California Department of Toxic Substances Control pursuant to California Health and Safety Code Section 25214.10.1(b)

Contractor will comply with all law respecting handling of ABOP and e-waste, including without limitation, the following, as applicable to Contractor’s operations under this Contract:

- **Electronic Waste Recycling Act** (Act) of 2003 (SB 20, Sher, Chapter 526, Statutes of 2003)
- **E-Waste Recycling Regulations**, Effective October 1, 2020 (Unofficial Version, Revised September 2020) Amended by the California Department of Resources Recycling and Recovery (CalRecycle) Implementation of the Electronic Waste Recycling Act of 2003; Public Resources Code 42460 et seq Page 1 of 56 Title 14 Natural Resources Division 7 California Department of Resources Recycling and Recovery Chapter 8.2 Electronic Waste Recovery and Recycling/ [2020Oct1EWRRUnofficial.pdf](#)
- Emergency Rule Making regarding Designated Collectors of Hazardous Waste 14CC\$ 18660.47, 18660.48, 18660:49, 18660.50, 18660.51 Amend sections: 18660.5, 18660.20 ; [2019Mar052019-CEW-DAC-APPVL.pdf](#)
- Electronic Waste Recycling Act (Act) of 2003 (SB 20, Sher, Chapter 526, Statutes of 2003)

Contractor will obtain and maintain all permits required by law to perform its obligations under this contract. Contractor will give County proof of permits and will demonstrate compliance with the terms and conditions of permits to satisfaction of County, promptly upon County request.

”**permits**” means “permits” so-designated by regulatory agencies, orders, licenses, approvals, authorizations, consents and entitlements that are required under applicable law to be obtained or maintained with respect to Satellite Transfer Station Operation Services, as renewed or amended from time to time, including the following:

- (1) any solid waste hauler / Vehicle permits,
- (2) CalRecycle Application for **Approval of Covered Electronic Waste Recovery and Recycling Payment System** (Form 186 or other comparable form), with approval, if Contractor will itself recycle CEDs that it collects, if Contractor recycles e-waste itself and
- (3) DTSC 1382 **Notice of Intent to Handle Universal Waste Electronic Devices** (UWEDs) and/or Cathode Ray Tube (CRT) Materials,
- (4) “**certified e-waste recycler**” that can collect e-waste at the transfer site and transport it for discard, recycling, or other hand.

“**certified e-waste Recycler**” means someone that is certified, registered or permitted to accept, transport, recycle and dispose of e-waste under law

Contractor will record the weight or other measurement of quantity of ABOP and e-waste that it removes from each transfer site. It will transport ABOP and e-waste to the hazardous waste collection site designated by County, without charge for materials disposal, processing, or other handling.

**M. Free Dump Days**

If requested by County, Contractor will accept up to 3 yards per self-haul customer of the following materials without charge to customer once each contract year on a day designated by County at least 30 days in advance:

- transferable waste, and
- rimless tires from passenger or pick-up trucks.

## **4.5 MANAGEMENT OF DIVERTED MATERIALS**

The Contractor shall be responsible for operations associated with handling materials that will be temporarily stored or stockpiled on-site for diversion, processing, on-site Disposal, Salvaging, or otherwise diverted from transfer and off-site Disposal.

A. General. Contractor recognizes that the County is committed to the diversion and recycling of waste materials that have in the past been Disposed in landfills. To that end, Contractor recognizes that the County has established charges for Solid Waste Disposal that are intended to encourage Facility users to source-separate materials that may be recovered for re-use or recycling prior to Disposal. For that reason, the Facilities shall be operated at the Contractor's best ability to accomplish materials recovery and diversion for any materials subject to diversion pursuant to County's existing recycling programs or any future recycling program(s) which County may implement during the Term of this Agreement. County's current recycling program includes: glass, plastic, aluminum cans, cardboard, mixed paper, metal, household hazardous waste, used oil and filters, tires, wood waste and organic materials. Contractor shall communicate this operational priority to its personnel and shall make all Facility users aware of diversion and recycling opportunities available at each Facility and through other programs offered within Mono County. Contractor shall actively participate in a good faith effort with the distribution of public education materials as may periodically be developed and furnished by the County for waste reduction, diversion, and recycling efforts.

B. Receiving Materials for Diversion. The Contractor shall ensure that Facility personnel are sufficiently trained and knowledgeable in the types of materials that are to be diverted, and actively divert such loads from transfer and Disposal. Contractor shall perform materials diversion activities in a manner that does not interfere with other aspects of Facility operations.

C. Certified Used Oil Collection Center. The County may, at its sole discretion, elect to register the Facilities with the State as Certified Used Oil Collection Centers. In this event, and upon County request, the Contractor shall be required to offer the redemption value specified by the State to Customers delivering uncontaminated used motor oil to the Facility for recycling. Contractor shall operate the used oil recycling program in accordance with the County's Used Oil Recycling Plan and applicable rules and regulations established the California Integrated Waste Management Board. Contractor shall perform record-keeping and provide the County with all necessary information specified in the Used Oil Recycling Plan. To that end, the County shall provide reporting of program status to the State and, upon verification through copies of gate receipts, reimburse Contractor for the redemption value paid to Customers.

D. Storage and Management of Diverted Materials. Contractor shall accept and Stockpile or otherwise store Green Waste, Inert Waste, waste tires, used motor oil, white goods, scrap metals, ABOP materials, and other recyclable materials designated by the County. The Contractor shall protect such materials against theft, deterioration, contamination, or other damage. Contractor shall protect all storage containers from damage and shall

keep them in a neat, orderly, and fully-functioning condition. Further, Contractor shall operate and keep all containers in sound condition in accordance with applicable rules, regulations, and guidelines established by the Mono County Certified Unified Program Agency (CUPA). No physical alteration to County-provided storage containers shall be permitted unless written authorization is received from the County.

At applicable sites, the final disposition of stockpiled Green Waste and Inert Waste shall be managed by the County, either by On-Site Disposal or through other processing, at a frequency approved by the Local Enforcement Agency. The Contractor shall ensure that stockpiled materials are placed in orderly piles within a well-defined area in accordance with the Materials Storage Plan, discussed in Section 4.4.H, above. Contractor shall provide one forty (40) cubic yard debris box at each of the Bridgeport, Chalfant, Pumice Valley (unless Pumice Valley Transfer Stations is operated as a long-haul transfer station pursuant to another contract with the County), and Walker Facilities for temporary commingled storage of specified Diverted Materials (e.g., white goods, scrap metal, waste tires, or others as may be designated by the County) and Bulky Waste (e.g., furniture, mattresses). Debris boxes shall remain the property of the Contractor and shall be maintained in a satisfactory condition at all times by Contractor. Contractor shall at all times handle white goods containing freon in a manner as to prevent freon leakage from the units. The County shall be responsible for the proper evacuation of refrigerants from white goods following transfer of the units to the Designated Long Haul Transfer Station Site or other Designated Facility for disposal.

The County shall provide such storage containers for recyclables as it deems appropriate at the Bridgeport, Paradise, Pumice Valley, and Walker Facilities and may, at its discretion, provide storage containers for recyclables at the Benton and Chalfant Facilities. The County shall also provide storage containers for used motor oil at all Facilities and shall equip each container with a locking mechanism. Facility attendants shall be responsible for ensuring that the locking mechanism is properly in place at the end of each operating day to prevent unauthorized access. The County shall furnish the Contractor with keys to each locking mechanism placed on used motor oil storage containers. Contractor shall take all necessary precautions, including implementing generally-accepted testing practices, to ensure that used motor oil deposited into on-site storage containers is free from contaminants. Facility attendants shall receive used motor oil and oil filters from Customers and take direct control of the discharge of used motor oil to storage tanks. Contractor shall maintain locks and report if not functioning correctly.

E. Condition of Stockpiles. The Contractor shall ensure that Storage Areas and Stockpiles contain only the specific material for which they are intended and keep them free of trash, Litter, and other material deemed inappropriate by the County or regulatory authorities.

F. Inspections of Stockpiles. All material Stockpiles are subject to inspection and/or approval by the County and the Local Enforcement Agency.

G. Removal of Stored Materials for Diversion. Upon reaching the storage capacity of a debris box, designated for the temporary commingled storage of specified Diverted Materials and Bulky Waste, the Contractor shall remove the debris box from the Facility and transport it to the Designated Long Haul Transfer Station Site, or other location as may be approved by the County, for unloading. Contractor shall immediately replace any debris box removed during the operating day with an empty debris box of the same capacity to ensure that continuous service is provided throughout the Facility's hours of operation. Upon reaching the bin capacity of a "roll-off" recycling container provided by the County at the Bridgeport, Paradise, Pumice Valley, or Walker Facilities, Contractor shall notify the County and coordinate its removal and transport by Contractor to the Designated Long Haul Transfer Station Site, or other location as may be approved by the County, for unloading and subsequent processing. At a minimum, said containers shall be emptied at least once annually. However, any container containing municipal solid waste (MSW) must be removed weekly or as otherwise required by law or the County. Since there are no provisions for replacement recycling containers at these sites, Contractor shall make every effort to remove and transport recycling containers when the Facility from which it originated is not open to the public. Conditions may require that the roll-off recycling container be dropped off and remain at the Designated Long Haul Transfer Station Site or other designated location to facilitate processing of the load. In such an event, the Contractor shall ensure that the recycling container be

returned to its Facility of origin within seven (7) days of its removal or that a suitable replacement is in place at the Facility within the same time period. Regardless, Contractor shall provide temporary storage capacity for recyclables delivered to the Facility by Customers during any period that roll-off recycling containers are unavailable to the public. These requirements shall apply to management of recycling containers that may be provided in the future at the Benton and Chalfant Facilities. The County shall arrange, and bear the expense, for the periodic removal of used motor oil from Facility storage containers. At a minimum, used oil storage containers shall be emptied by the County at least once annually. Should any additional expenses be incurred due to the treatment or management of contaminated used motor oil as a result of Contractor neglect, negligence, or



mismanagement, Contractor shall bear the full cost for such additional expenses and any direct or indirect damages resulting therefrom.

H. Contractor Diversion Program. In the event that the Contractor wishes to establish an on-site diversion program in addition to the program specified by the County, Contractor shall submit a written proposal to the County for consideration. The proposal shall at a minimum describe the plan of operations, the proposed location and limits of the operation, the days and hours of operation, the quantity, type, capacity, and age of proposed equipment, the quantity and type of supplies and personnel required, a traffic management plan, a materials storage plan, and any other information that will provide the County with a clear understanding of the nature and extent of the proposed program. Provision of records related to quantities, types, and final disposition of materials diverted under the Contractor's program shall be required. Further, Contractor shall obtain a certification of end use from any commodity broker that the materials sold or donated will be or have been recycled or re-used.

#### **4.6 EXISTING FACILITIES AND EQUIPMENT**

A. Each Facility is equipped with two (2) Household Hazardous Waste lockers, two (2) recycling roll-offs, and a gatehouse. Generator-operated Compactors are present at the Bridgeport, Chalfant, Pumice Valley, and Walker Facilities. Five (5) compactor roll-offs are available for Contractor use at the Facilities where a compactor is installed. Each Facility has an open-top roll-off, and the Benton Facility is equipped with two (2) open-top roll-offs -- one for MSW and one for metal and bulky items. Benton and Paradise are equipped with a roll-off building enclosure. In addition, the mobile home at the Pumice Valley site is owned by the County and may be removed by the County at its discretion.

B. The facilities and equipment referenced in Section 4.6.A shall at all times be and remain the property of the County. The County will perform, or provide for the performance of, maintenance of these facilities and equipment. Notwithstanding the foregoing, Contractor shall be responsible for maintaining and repairing these facilities and equipment in good, safe, operations conditions normal wear and tear excepted.

#### **4.7 CONTRACTOR PROVIDED FACILITIES AND SUPPLIES**

A. Telephone. Contractor shall maintain a functioning cellular telephone at each Facility at all times during operating hours. Although the telephones are not generally intended for routine public use for outgoing calls, they shall be made available to the public for emergency purposes. All charges for telephone service installed and/or used by Contractor shall be the sole responsibility of Contractor. Contractor shall provide the telephone number for each Facility to the County and shall be responsible for notifying the County of any future changes to any telephone number within three (3) working days of its implementation. The telephone at each Facility must be available to receive calls from the County and general public and be answered by an employee of the Contractor during normal business hours. In addition, the Contractor shall provide an after-hours recorded message in English listing Facility hours of operations, the telephone number of the Contractor's office in Mono County, and a telephone number for emergency purposes. In the event cellular telephone service is unavailable, the Contractor shall provide a two-way radio connected to Contractor's office.

B. Sanitary Facilities and Drinking Water. Contractor shall be responsible for furnishing sanitary facilities in good condition for use by the general public and employees at each Facility. A chemical toilet and provisions for hand washing, by means acceptable to the Local Enforcement Agency, are the minimum requirements. In addition, Contractor shall provide a safe and adequate water supply for drinking and emergency use (i.e., first aid) to all Facility employees during normal work hours. Sanitary facilities shall be kept in a clean and sanitary condition at all times and shall be subject to inspection, permitting, and approval by the Mono County Department of Health Services. Toilet facilities shall be serviced at a minimum frequency established by the Mono County Department of Health Services. Servicing records shall be maintained and copies provided to the County upon request.

C. Safety Equipment. Contractor shall furnish all Facilities with personnel safety equipment, including, but

not limited to, supplies for the County-provided eye wash station, first aid kit, personal protective equipment, and other items that may be required to comply with Cal-OSHA standards and other applicable regulations.

#### **4.8 FACILITY CLEANLINESS AND NUISANCE CONTROL**

A. General. Contractor shall operate and keep Facilities in a manner and condition that does not create a public Nuisance.

B. On-Site Litter Control. The Contractor shall continuously monitor and keep each Facility and surrounding off-site property free of Litter, debris, and other refuse. The Contractor shall be solely responsible for keeping the Facilities in a clean and sanitary condition and shall be responsible for any public Nuisance created as a result of its operations. Wind screens, Litter fences, or other devices shall be used during periods of high wind to contain blowing Solid Waste, such as paper and other light debris, and prevent its off-site migration. Contractor must seek and receive written permission from County prior to the use of any permanent litter-control fixtures. Contractor shall provide adequate personnel to collect and properly dispose of Litter collected from the Facility, at least weekly, and to keep any screens cleared of Solid Waste. Additionally, Contractor shall tarp all transfer containers storing Solid Waste at the conclusion of each operating day. At Facilities that have a permanent transfer structure constructed with a Litter enclosure, Contractor will ensure that all structure doors are closed at the end of the operating day, and if Customer loads are spaced at least twenty (20) minutes apart, enclosure doors shall be closed between Customer loads.

C. Off-Site Dumping and Litter Control. Contractor shall be responsible for the clean up of illegally dumped Solid Waste within one-quarter (0.25) mile of Facility boundaries, with the limitation that individual loads do not exceed either eighty (80) pounds or one (1) cubic yard. In the event that illegally dumped loads exceed these limits, Contractor shall contact the County for assistance. Contractor shall be responsible without limitations for the clean-up of windblown Litter within one-quarter (0.25) mile of Facility boundaries. Contractor has the sole responsibility to contain all Solid Waste and Litter and other refuse within the Facility, and the Contractor shall be held responsible and liable for the clean-up of all refuse blown from within the Facilities to areas beyond Facility boundaries.

D. Wildlife and Vector Control. The Contractor shall take adequate measures to control bears, birds, rodents, insects, and other disease-carrying or breeding organisms, subject to applicable regulation. The Contractor shall employ any chemical sprays, traps, and similar measures approved by the Mono County Department of Health Services or applicable State agencies to control these pests, whenever necessary.

E. Use of Licensed Vector Control Operator. The Contractor shall obtain final approval from the County before the use of any pesticides, rodenticides, or herbicides used for vector control. Application of any said substances shall be performed by a State-licensed vector control operator and shall comply with all applicable State and Federal wildlife protection regulations.

F. Noise Control. Contractor shall comply with all applicable local, State, and Federal sound control and noise level rules, regulations, and ordinances, including worker safety standards established by Cal-OSHA. Any internal combustion engine used for any purpose in the performance of Services required by this Agreement shall be equipped with a muffler of a type recommended by the manufacturer. Stationary devices equipped with an internal combustion engine and used at any Facility for an extended period of time shall be housed in a sound- dampened structure such that noise levels do not exceed 60 d at the exterior of the scale house door and 40 d at Facility boundaries.

#### **4.9 FACILITY UPKEEP**

A. General; Facility Upkeep Program. Contractor shall keep all Facilities, including all parts and aspects thereof, in a state of reasonable orderliness. Prior to the Effective Date of this Agreement, Contractor shall develop and submit for County review and approval a written program of procedures for the monitoring, repair, and correction of deteriorated or defective conditions with respect to all equipment and other items furnished by Contractor to meet its obligations under this Agreement. Contractor's program and procedures shall include that if such equipment or item cannot be repaired or corrected to a condition to meet its obligations under this

Agreement, then Contract shall replace, at its cost and expense, that equipment or item with new or substitute equipment or items so that Contractor meets its obligations under this Agreement.

B. Cleanliness. Contractor shall provide adequate housekeeping and keep each Facility and all parts thereof in a neat, clean, organized, and professional condition, including but not limited to (i) sweeping all unloading areas, load-out areas, and truck scales at a minimum frequency of once per week; ensuring that gate houses, scales, unloading areas, and load-out areas are free of mud, debris, snow and ice, and not otherwise weighted or restricted in a manner that prevents proper measurement of vehicle loads or access to unloading or load-out areas. Contractor shall not allow the accumulation of fuel drums, inoperable equipment, equipment parts or components, tires, or similar items on the grounds of any Facility.

C. Fence Upkeep. Routine upkeep of all existing perimeter fences and gates and all future perimeter fences and gates shall be the sole responsibility of the County. Contractor shall inspect Facility gates and perimeter fencing on a daily basis to ensure its overall integrity for site security. In the event that damage to perimeter fencing or gates is detected, Contractor shall notify the County of the damaged section within twenty-four (24) hours of its discovery. The County shall be responsible for notifying the Local Enforcement Agency of the breach and making arrangements for its repair within the time limits established by the Local Enforcement Agency.

D. Site Road Conditions. Contractor shall keep internal access roads and applicable entrance roads (e.g., Garbage Pit Road - Bridgeport, Dross Road - Pumice Valley, and Offal Road - Walker) clean and free of dirt, mud, Litter, debris, and tire puncture hazards. No material or equipment shall be stored where it will interfere with Facility operations and the free and safe passage of public traffic.

E. Snow Removal Responsibilities. County shall provide snow removal on all Facility roads used and intended for vehicular travel (including as necessary to ensure uninterrupted vehicular access within and access to Facility entrances and unloading areas at the Benton, Bridgeport, Chalfant, Paradise, Pumice Valley, and Walker Facilities. Contractor shall keep and maintain all paths for foot traffic to and between bins (recycling, MSW, bulky bins), sheds (HHW), compactor engine and controls, gatehouses, and in, around, and on scales.

F. Drainage Control. The County shall be responsible for the maintenance and repair of all drainage structures and for the construction of new facilities as may be required for the control of surface water run-on and run-off in order to prevent damage to site facilities and the accumulation of standing water in operations areas.

G. Structure Protection; Gate House Keys. Contractor shall be responsible for the protection, maintenance, and repair of Facility structures, including but not limited to the gate houses, scales, unloading areas, and load-out areas at all Facilities, and shall take all necessary precautions to identify and reduce the potential for their damage, including the use of suitable safeguards. Contractor shall be responsible for all damage to Facility structures and parts thereof. Within 30 calendar days of execution of this Agreement, Contractor shall ensure that the gates and gate house of all Facilities are keyed alike and provide a copy of that key to County.

H. Cooperation with Construction Projects. Contractor shall cooperate with the County or County's contractors or other authorized forces during any construction projects which may be undertaken at any Facility site to the extent that any delay or hindrance to their work shall be avoided. The County reserves the right to perform, or to arrange to have performed on its behalf, other or additional work within or adjacent to the limits of work provided for under this Agreement by the use of other forces. The County shall provide advance written notification to Contractor of any construction projects to be implemented, and work with Contractor to ensure that Facility operations are impacted to the minimum extent possible and coordinated with construction schedules and related activity.

#### **4.10 CONTRACTOR TO HIRE COMPETENT PERSONNEL**

A. Sufficient Number of Employees. Contractor shall employ only competent, qualified, conscientious, and sober personnel to ensure performance satisfactory to the County and to serve the public in a courteous and

impartial manner. Contractor shall have on duty during all hours that the Facilities are required to be open a sufficient number of competent employees to perform efficient Facility operations. Contractor personnel shall conduct scale house duties, assess Gate Fees, check loads, direct traffic, control Customer unloading, operate equipment, control and clean up Litter, and perform other duties as required to efficiently operate the Facilities in accordance with this Agreement.

B. On-Site Supervision and Representation. One Contractor employee at each Facility (the "site supervisor" or "gate attendant") shall be assigned the responsibility for supervising daily operations at that Facility and shall be designated as a representative of the Contractor to interact with the public and the County. The site supervisor shall be at the Facility during all hours of operation, except lunch breaks, shall be able to read, write, and speak English, shall be trained in first aid and CPR, and shall have a certificate demonstrating the completion of 24-hour Cal-OSHA/ASTM training in hazardous material health and safety training, pursuant to Title 8, CCR, Section 5192(e)(3), or other similar training approved by the County. Annual refresher training courses shall be required of all designated Facility personnel. A copy of the course certificate(s) or plans for obtaining such certificate(s) within three (3) months shall be submitted to the County within two (2) weeks of on-site employment. All required training certificate(s) attained by site supervisors shall be submitted to the County within four (4) months of on-site employment.

C. Hazardous/Unacceptable Material Training. Contractor shall not allow unloading of material other than Solid Waste at the Facilities. It is recognized that some prohibited materials, including Hazardous Waste, Household Hazardous Waste, Medical Waste, or Infectious Waste, may occasionally be unloaded at the Facilities by the public or commercial users. The Contractor shall train all Facility employees to recognize such unacceptable waste and materials, including training in the procedures and requirements of the approved load-checking program. Contractor shall submit copies of training documentation for each employee to the County within three (3) months of on-site employment.

D. Safety Program and Monthly Safety Meetings. Contractor shall develop and implement a complete Illness and Injury Protection Program (IIPP), and routinely provide documentation that the IIPP is being adhered to. Contractor shall conduct safety training meetings for all Facility employees at least monthly, and copies of the meeting records shall be submitted to the County at a minimum frequency of once per quarter, in conformance with Cal-OSHA regulations and Title 14 of the Health and Safety Code.

E. Other Training. Contractor shall conduct quarterly operations training for all Facility personnel to ensure that all personnel are sufficiently knowledgeable in subjects pertinent to site operations, including, but not limited to: 1) Facility operations and upkeep, including applicable provisions of this Agreement; 2) the use of mechanized equipment (if applicable); 3) emergency procedures and first aid; 4) environmental controls; and, 5) regulatory requirements governing transfer station operations, including Title 14, CCR, Sections 17407.1 through 17414.1, *et seq.* Copies of training documentation for each employee shall be submitted to the County at a minimum frequency of once per quarter. County and Contractor shall split the cost of annual HAZWOPER training.

F. Employee Clothing. Contractor employees shall wear orange shirts or vests at all times so that they are easily identified by and visible to the general public. All employees shall have their name and Contractor name on the shirt or vest they are wearing. Contractor shall provide all Facility personnel with appropriate personal safety equipment, including, but not limited to, hard hats, rain and snow gear, steel-toed boots, back support, eye and ear protection, work gloves, dust masks, and other appropriate equipment. The Contractor is responsible at all times to enforce use of all such personal safety equipment by Facility personnel.

G. Replacement of Noncomplying Employees. In the event that any Contractor employee neglects to properly serve the public or representatives of the County or State in a courteous and efficient manner, or fails to conduct operations at the Facility in a safe, competent, conscientious, and workmanlike manner, or permits or causes any violation of this Agreement, Contractor shall, upon written notification by the County, take

measures to correct the problem, including, but not limited to, individualized training in the problem area. Contractor shall respond to the County's notification within two (2) weeks of receipt with a written plan for correcting the problem. Contractor shall provide documentation within two (2) months of receipt of notification demonstrating that the plan for correction has been implemented. If more than six (6) nuisance complaints concerning an individual Contractor employee are received within a six (6) month period by the County, Contractor agrees to replace such person with a competent and trained employee within fifteen (15) days of written notification by the County.

H. Community Service Personnel. Contractor agrees to supervise, at no cost to the County, persons who may be assigned to any Facility by the County or the local court system to meet their obligation to perform community service work. Community service personnel shall report to the assigned Facility and receive assignments for Litter pickup, organization of Stockpiles or Storage Areas, and other laborer duties. The County shall provide community service personnel with appropriate personal safety equipment. Contractor shall be responsible to train personnel in the proper use of such equipment and enforce the use of such equipment at all times by community service personnel.

#### **4.11 SUPERVISION OF SERVICES**

It is expressly understood and agreed that the County has entered into this Agreement in reliance upon the Contractor's personal and continuous supervision of, and responsibility for, such enterprise, and at no time shall the County be required to rely upon supervision or performance by any other party, including, but not limited to, the surety of the Contractor or successor, or assign or heir of the Contractor, whether by operation of law or otherwise.

#### **4.12 FACILITY INSPECTION**

Contractor shall allow Facility access to, and fully cooperate with, regulatory authorities at any time during normal business hours for the purpose of site inspection, monitoring, or regulatory enforcement. Authorized regulatory agencies shall include, but may not be limited to, representatives from the California Integrated Waste Management Board, the Lahontan Regional Water Quality Control Board, the Great Basin Air Pollution Control District, the California Department of Toxic Substances Control, the California Department of Industrial Relations, the Mono County Department of Weights and Measures, the Mono County Department of Health Services, the Mono County Department of Public Works, the Los Angeles Department of Water and Power (at leased parcels), and the United States Environmental Protection Agency. Regulatory authorities shall have the right to interview Facility personnel to evaluate regulatory compliance, and in the case of the County, to additionally verify compliance with this Agreement.

The County shall have the right to observe, monitor, review, and inspect Contractor's operations and all Facility equipment, structures, records, Storage Areas, Stockpiles, and other items associated with Facility operations at any time without prior notification. Inspection of Contractor's work shall not relieve Contractor of any of the Contractor's obligations to fulfill the contract as prescribed. Work not meeting the requirements shall be corrected, and unsuitable work may be rejected.

#### **4.13 FIRE SAFETY & CONTROL**

A. Smoking. Smoking by Facility personnel and the public shall not be permitted within enclosed structures or within twenty (20) feet of areas specifically labeled to prohibit smoking (e.g., unloading area, used oil storage tank, Household Hazardous Waste storage container).

B. Burning. No burning or open flames of any kind shall be permitted at the Facilities and Contractor shall use all reasonable means to prevent burning or open flames from occurring.

C. Fire Control. Contractor shall be responsible to furnish and keep in operating condition fire extinguishers or other fire suppression equipment in the immediate vicinity of each of the following: 1) any structure; 2) the unloading and transfer areas; and 3) any equipment, mobile or stationary, furnished with an internal combustion engine or electric motor. Extinguishers shall be of sufficient size, type, and quantity to safely extinguish the type and size of fire that may be anticipated for each area. Should any fire occur, it shall be the responsibility of Contractor to notify the local fire department, to use all available methods to control and extinguish such fire, and to notify the County and the Local Enforcement Agency of the event and its status as soon as is practical.

#### **4.14 MODIFICATIONS TO SCOPE OF WORK**

A. General. The County may, at its option, direct Contractor to perform Additional Services (including new diversion programs) or modify the manner in which it performs existing Services (including the modification to or elimination of programs). Contractor shall only proceed with any modification to Services upon receipt of written notice to proceed from the County. Contractor's compensation shall be increased or decreased, as appropriate, to give effect to these adjustments in accordance with Article 6 of this Agreement. Any extra work or modification to Services performed by Contractor without written authority from the County will be considered as unauthorized work and will not be paid for.

B. Proposal from Contractor. Contractor shall present, within thirty (30) days of a request by the County to do so, a proposal to modify existing Services. At a minimum, the proposal shall contain a thorough and complete description of the following:

1. Methodology to be employed, including use of equipment, manpower, etc;
2. Equipment to be utilized, including quantity, type, make, model, capacity, age, etc.;
3. Labor requirements, including the number of employees by classification;
4. Provision for program publicity, public education, or marketing, if applicable;
5. Estimate of the impact of the Service modification, such as increased diversion, reduced costs, etc.; and
6. Projection of the financial results of the program's operations to the expiration date of this Agreement in a balance sheet and operating statement format, including documentation of the key assumptions underlying the projection and the support for those assumptions, giving full effect to the savings or costs to existing Services.

C. County Right to Permit Others to Provide Services. The Parties acknowledge and agree that the County may permit other persons, organizations, agencies, or enterprises to provide additional services not otherwise contemplated under this Agreement. If pursuant to Section 4.14 B, Contractor and the County cannot agree on terms and conditions of such services within ninety (90) days from the date when the County first requests a proposal from Contractor to perform such services, Contractor acknowledges and agrees that the County may permit others to provide such services. In such an event, Contractor shall fully cooperate with, and allow full Facility access to, those who have been contracted by the County to provide additional services.

## ARTICLE 5

### OTHER OBLIGATIONS OF THE CONTRACTOR

#### 5.1 OFF-SITE OFFICE REPRESENTATION

A. Off-Site Office Facilities. Contractor shall establish and provide at all times during the Term of this Agreement an office. Unless otherwise specified herein, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the Services identified in this Agreement. County shall not be obligated to reimburse or to pay Contractor for any expense or cost incurred by Contractor in procuring or providing such items. Responsibility for the costs and expenses incurred by Contractor in providing such items is the sole responsibility and obligation of Contractor.

B. Office Hours. Contractor shall maintain regular office hours that extend, at a minimum, from 8:00 a.m. through 4:00 p.m. daily, except Saturdays, Sundays, and designated holidays.

C. Availability of Representatives. A responsible and qualified representative of Contractor shall be available at Contractor's office during office hours for communication with the County or the general public.

D. Telephone. Contractor shall provide a telephone system in operation at its office during regular office hours. Contractor shall have available a service representative to handle telephone calls from the general public, regulatory personnel, or the County during office hours. Contractor shall also provide an after-hours telephone number for the purpose of receiving messages or complaints relating to Facility operations during hours when Contractor's office is closed. Contractor shall have a representative, answering service, answering machine, or voice mail system available at said telephone number during all hours when Contractor's office is closed. Any recording shall provide an additional number to call in the event of an emergency. Contractor shall provide the County the means to contact Contractor directly by telephone on a 24-hour basis in the event of an emergency.

#### 5.2 NUISANCE COMPLAINTS AND RESPONSE

Contractor shall provide at all times a written log ("Complaint Log") of all oral and written Nuisance complaints registered with Contractor from the public. As used herein, the term "Nuisance" shall refer to a situation where Litter, debris, dust, noise, or odors from Facility operations are allowed to travel beyond Facility property boundaries, thereby occasioning complaints from the public. A condition of "Nuisance" shall also be deemed to occur where dumping of Solid Waste occurs along a Facility access road and road sections for which the Contractor is responsible. Written and oral complaints made with respect to the conduct of Contractor and its employees shall also be entered into the Complaint Log. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all complaints. Complaints that cannot be reasonably resolved may be appealed to the County for final resolution. Contractor shall record in the Complaint Log all written and oral complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and the nature and date of remedial action. Such log shall be kept so that it may conveniently be inspected by representatives of the County or State upon request. A copy of the log shall be forwarded to the County on a quarterly basis.

#### 5.3 PAYMENT OF EMPLOYEES

A. Payroll Records. Contractor shall provide to the County, within ten (10) working days following receipt of request, a copy of the Contractor's payroll records (which County may request be certified by Contractor) of all on-site employees for any specified month in which the Contractor performed Services at

the County's request under this Agreement.

B. Workers' Compensation. Contractor shall provide workers' compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing Services pursuant to this Agreement. By executing this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code and warrants that Contractor has complied and will comply during the Term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of the Agreement and during the Term of this Agreement will provide the County with evidence of the required workers' compensation insurance coverage within ten (10) days of receiving a written request from the County.

#### **5.4 CHANGE IN OPERATIONS OR ADMINISTRATION**

Contractor shall notify the County in writing of any material changes in the operations to provide Services (e.g., vehicles, management and employees), at the time such material change is implemented. Any changes to the operations shall meet the Service requirements, performance standards, and other terms of this Agreement.

#### **5.5 REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

Any licenses, certificates, or permits (other than permits obtained by the County as described in Section 4.2.B of this Agreement) required by the federal, State, or local governments for a contractor to provide the Services and work requested by the County under this Agreement must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the Term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide the County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the Services identified in this Agreement. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the Services requested by the County under this Agreement, the County reserves the right to make such determination for purposes of this Agreement.

### **ARTICLE 6**

#### **CONTRACTOR COMPENSATION**

##### **6.1 CONTRACTOR SERVICE FEES**

The Service Fees shall constitute full compensation to Contractor for furnishing all labor, supervision, equipment, tools, materials, supplies, fuel, transportation, and all other items necessary to perform the Services required under the Combined Agreements (as defined in the Master Agreement). The Parties agree that the Service Fees are the only form of compensation to Contractor for the Services provided under the Combined Agreements. No compensation will be made in any case for loss of anticipated profits. The Service Fees are as follows:

A. Service Fee. The Service Fee shall initially be the monthly amount paid to Contractor by County in accordance with the fee schedule attached hereto as Exhibit A and incorporated by this reference, for operating each Facility and providing for transfer of Solid Waste and Diverted Materials, in addition to those services Contractor provides under the Combined Agreements. The Service Fee includes Contractor's total compensation for gatehouse operations, traffic control, materials management, transfer of Solid Waste or Diverted Materials to the Designated Long Haul Transfer Station Site or other designated location (such transfer of Solid Waste or Diverted Materials is herein referred to as a "Pull"), and other Services specified in the Combined Agreements for each Facility operated by Contractor during the Term of this Agreement. The monthly Service Fee shall be calculated using the amounts



set forth in the fee schedule (Exhibit A). Service Fees shall be subject to adjustment in accordance with Section 6.4.

B. Modified Services. Should County take any action resulting in an increase or decrease in the amount of work provided by Contractor pursuant to this Agreement (e.g., increasing or reducing the number of Pulls or increasing or decreasing hours of operation at a Facility), then the Service Fee shall be increased or reduced accordingly, based on the number of employee hours worked, number of Pulls or otherwise, in accordance with The Fee Schedule. In no event shall Service Fees exceed the Monthly and Annual Contract Limits, as set forth in Section 6.7.

## 6.2 FEDERAL AND STATE TAXES

A. Except as provided in Section 6.2.B below, the County will not withhold any federal or State income taxes or social security from any payments made by the County to Contractor under the terms and conditions of this Agreement.

B. If required by California law, County shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

C. Except as set forth in Section 6.2.B, above, the County has no obligation to withhold any taxes or payments from sums paid by the County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. The County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

## 6.3 INVOICING, BILLING, AND PAYMENT

By the tenth (10<sup>th</sup>) day of the month following the month in which Services were provided pursuant to this Agreement, Contractor shall submit to County an invoice listing the Services provided during the prior month and the charges therefor, in accordance with Exhibit A (or B, as applicable) and Sections 6.1 and 6.4 of this Agreement. Invoices shall itemize employee hours worked and the number of Pulls from each Facility during the previous month. County will pay the invoice monthly on a day specified in County's monthly payment schedule for purchase orders that occurs nearest to the 20<sup>th</sup> of each month. This day is referred to in this Master Contract as the "**service fee payment date**". County will pay the service fee based on records submitted by Contractor satisfactory to the County..

## 6.4 ADJUSTMENT

A. Indices. The service fee includes all Contractor's costs of providing Contract Services, such as labor, fuel, capital depreciation, maintenance, tipping fees, and any contract fee.

Service fees will be increased only if no event of default exists. The total adjustment, whether upward or downward, may not exceed 5% in any one fiscal year (July 1 – June 30). If any index is discontinued or revised, County and Contractor will substitute another index that they agree is comparable. Indices referenced in this Agreement include the following:

<b>CPI</b> means C-CPI-U means the Chained Consumer Price Index for All Urban Consumers: COI-all items US City average (CUUR000A), published by the Bureau of Labor Statistics at the time of fee
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adjustment.

**CNG** means the price index for compressed natural gas (West Coast), in the preceding 4 quarterly reports, ending with the most recently published report in the

US Department of Energy/ Energy Efficiency and Renewable Energy Administration  
Clean Cities Alternative Fuel Price Report  
[Clean Cities Alternative Fuel Price Report, October 2020 \(energy.gov\)](https://www.energy.gov/clean-cities/alternative-fuel-price-report)

For example, if the service calculation is made in April 2025, effective July 1, 2025, the average price is based on the four quarters from July 2024, October 2024, January 2025, and March 2025, or if March is not yet published, from March 2024.

**LNG** means the price index for liquid natural gas (LNG) West Coast in the preceding 4 quarterly reports, ending with the report most recently published price in the

US Department of Energy/ Energy Efficiency and Renewable Energy Administration  
Clean Cities Alternative Fuel Price Report  
[Clean Cities Alternative Fuel Price Report, October 2020 \(energy.gov\)](https://www.energy.gov/clean-cities/alternative-fuel-price-report)

For example, if the service calculation is made in April 2025, effective July 1, 2025, the average price is based on the four quarters from July 2024, October 2024, January 2025, and March 2025, or if March is not yet published, from in March 2024.

**diesel** means average price of the preceding 12 months published in the

US Department of Energy  
Energy Information Administration  
Petroleum & Other Liquids  
Weekly Retail Gasoline and Diesel Prices  
**Diesel (On-Highway)- All Types**  
At [California Gasoline and Diesel Retail Prices \(eia.gov\)](https://www.eia.gov/energy/bulletin/california-gasoline-and-diesel-retail-prices)

Contractor acknowledges that the variable price of fuels is reflected in both the CPI and the preceding fuel indices, and that service fee is not adjusted for actual change in fuel prices.

The County may revise the formula for Service Fee Adjustments and the indices on which the service fee adjustment is based by June 30 of each year, to take effect July 1.

**B. Scheduled Annual Adjustments.**

(1) The service fee will be adjusted (increased or decreased) annually effective each July 1, under this Subsection if both of the following occur:

- the Contractor submits its calculations of the adjustment at least 30 days prior to July 1 for County review, and
- County verifies the calculations.

(2) The service fee will be adjusted annually in accordance with the following weighted average:

- 80% by the chained CPI index, and
- 20% by the Diesel index.



C. Adjustments for Service Changes / Change Orders.

The service fee will be adjusted for changes under this subsection, effective on the date established by the parties.

Upon either party’s request for either or both change in service and adjustment in the service fee, the parties will comply with the following protocol.

*Examples of requests include: Contractor’s request for an increase in service fees following:*

- a) **Change in Law:** a change in law that mandates changes in the manner or means of providing contract service, such as adding food waste collection to a contract for collecting waste at County facilities, or
- b) **Change in Service:** County’s request for change in scope of services, such as adding a new program for composting organics in an anaerobic digester.

<b>CHANGE IN SERVICES (RATE ADJUSTMENT PROTOCOL)</b>		
<b>County</b>	<b>Contractor</b>	<b>Response Time (or longer period agreed upon by parties)</b>
<p>(1) <b>County Direction.</b> for change in services</p>	<p><b>Contractor Request</b> for change in services, including any adjustment in the service fee, describing Contractor’s reasons for its request, such as:</p> <ul style="list-style-type: none"> <li>• Incorporating new developments in collection technologies and techniques that save operating costs;</li> <li>• Implementing changes necessitated by a change in law.</li> </ul> <p><b>Response</b> to either County-directed or Contractor requested change: Give County an implementation plan including impacts on:</p> <ul style="list-style-type: none"> <li>• Performance Specifications / Operations</li> <li>• Schedules,</li> <li>• Performance standards,</li> <li>• Capital investment, and</li> <li>• The service fee and</li> </ul> <p>Contractor’s calculations of the cost of the change.</p> <p>For both County direction and its own request, give County all its financial and other records and those of affiliates that are related to implementing the change, such</p>	<p>15 business days.</p> <p>In an uncontrollable circumstance, Contractor and County will use their best efforts to agree upon change orders rapidly to avoid service interruptions and threats to public health and safety.</p>

	as providing administrative support or operational overhead.	
<b>Request Additional Information</b> from Contractor or Contractor’s affiliates.	<b>Response.</b> Contractor gives County requested information.	10 business days.
<b>Review and Determination.</b> After County review and audit of the requested information, and upon approval of the Board of Supervisors. County may adjust the service fee as of July 1, in its sole discretion, subject to Contractor dispute under the Dispute Resolution Protocol	Reach agreement, or dispute determination under Dispute Resolution Protocol.	15 days

**Calculations.** All calculations are rounded to the nearest 1/100<sup>th</sup> decimal place (for example, 101.9656% to 101.97%, or 101.9637% to 101.96%). The decimal 5 is rounded down (for example, 101.965% to 101.96%). Adjustments to the service fee are rounded to the nearest penny (for example, \$25.34).

D. Dispute Resolution Protocol

**Independent MSW Expert** is the person or entity selected under this Section.

ACTION	TIMING
<p><i>Examples of disputes include:</i></p> <ul style="list-style-type: none"> <li>• <b>Breach.</b> County claims that Contractor has breached a performance standard under the Contract and assesses damages. Contractor denies the breach and the damages.</li> <li>• <b>Service Fee Adjustment.</b> Contractor claims that it is entitled to a service fee adjustment. County agrees that an adjustment is warranted, but believes that it should be less.</li> </ul> <p><b>Independent MSW Expert Selection.</b></p> <p>(1) County and Contractor will select independent individuals or entities having experience in solid waste, recycling and construction and demolition debris collection, as applicable in the parties' dispute.</p> <p>(2) The 2 selected individuals or entities will pick a 3<sup>rd</sup> independent individual with that same experience who will be the Independent MSW Expert.</p> <p>Parties will each pay the Expert for the services that the Expert provides them individually during "Information Exchange", below, such as costs of requesting and reviewing their documentation. They will and split the Expert's costs incurred during "Determination", below.</p>	<p>(1) 5 days</p> <p>(2) 5 days</p>
<p><b>Information Exchange.</b></p> <p>(1) County and Contractor will forward information provided during prior rate adjustment protocol or dispute resolution.</p> <p>(2) Independent MSW Expert asks for additional information or documentation.</p> <p>(3) Parties give Independent Expert requested items and simultaneously give other the party a copy. Information or documentation that a party sends to the Expert absent request will be simultaneously given to the other party.</p>	<p>(1) 3 days</p> <p>(2) 5 days</p> <p>(3) 10 days</p>

<p><b>Determination.</b> The Independent MSW Expert will make its determination of the dispute based on the parties’ submissions, the provisions of this Contract, its experience with similar services and disputes, and other factual determinations it may make regarding the dispute. A rate adjustment should reflect considerations including any increase (or decrease) in Contractor’s:</p> <ul style="list-style-type: none"> <li>• Capital investments (<i>such as additional trucks or containers, recyclables processing equipment, landfill construction</i>), and</li> <li>• Labor costs (<i>such as more drivers, recyclables pickers or landfill employees / slower recyclables sorting, longer shifts</i>).</li> </ul> <p>(1) <b>Binding.</b> Determinations that do not require a service fee adjustment will be binding.</p> <p>(2) <b>Non-Binding.</b> Determinations that require a service fee adjustment will be non-binding.</p> <p>(3) <b>Termination.</b> If the adjustment exceeds those limits, either County or Contractor may terminate this Contract within 30 days of the determination or other date agreed to by the County and Contractor.</p>	<p>15 days</p>
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E. Adjustment Limitations.

If the parties agree or the Independent MSW Expert determines that a service fee adjustment requires Contractor expenditures or increased service fees that exceeds any of the following amounts, the Contractor or County who would experience the excess amount may terminate this Contract:

(1) **Contractor’s Caps.**

- **Caps on Capital Investment.** Contractor’s capital investment to effectuate the change in service would exceed:
  - \$40,000 at any one time or
  - \$100,000 aggregated over the previous five years from the date of the determination, or
- **Cap on Operating Costs:** Contractor’s continuing expenses, such as labor, would be more than
  - 5% at any one time, or
  - 25% aggregated over the previous five years from the date of the determination.

(2) **County Cap:** Tipping fee increases would be more than:

- 10% at any one time, or
- 25% aggregated over the previous five years from the date of the determination.

**6.5 TRAVEL AND PER DIEM**

Contractor shall not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing Services requested by the County under this Agreement.

**6.6 NO ADDITIONAL CONSIDERATION**

Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive from the County, any additional consideration, compensation, salary, wages, or other type of remuneration for Services rendered

under this Agreement. Specifically, Contractor and its employees shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime payment, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

### **6.7 LIMIT UPON AMOUNT PAYABLE UNDER AGREEMENT**

The total sum of all payments made by the County to Contractor for Services and work performed under this Agreement during the first year this Agreement is in effect shall not exceed \$[425,000] (the "Annual Contract Limit"). Monthly payments to Contractor by County for such Services and work shall not exceed \$45,000 (the "Monthly Contract "Limit") during the first year this Agreement is in effect. The Annual and Monthly Contract Limits shall be adjusted for subsequent years in accordance with Section 6.4. The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for Services performed which is in excess of the Annual or Monthly Contract Limits.

### **6.8 COUNTY RIGHT TO ESTABLISH GATE FEES**

Contractor acknowledges that the County has the exclusive right to establish Gate Fees, whether expressed as per-ton tipping fees or other charges, at County-owned Facilities. Contractor acknowledges that the County may make changes to the Gate Fees from time to time and at its sole discretion. The County shall post changes in Gate Fees at each Facility and provide a minimum of fifteen (15) days' notice to Contractor prior to establishing any such changes.

## **ARTICLE 7**

### **RECORD-KEEPING AND REPORTING**

#### **7.1 ACCOUNTING AND FINANCIAL RECORDS**

Contractor shall maintain in its local off-site office full, complete, and separate financial and accounting records pertaining to cash, payroll, expenses, and other transactions provided for the County under this Agreement. Records shall be prepared in accordance with generally-accepted accounting principles. Such records shall be subject to audit and inspection by County. Contractor shall maintain and preserve all financial and accounting records for a period of not less than four (4) years following the close of each of the Contractor's fiscal years.

#### **7.2 OTHER RECORDS**

Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, State, and County law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Section 7.2 by substitute photographs, microphotographs, or other authentic reproduction of such records. Contractor shall maintain in its local off-site office records of the quantities of materials received, Stockpiled, transferred, and diverted. Said records shall be subject to the inspection provisions as provided in Section 7.3, below.

#### **7.3 RIGHT TO INSPECT RECORDS**

The County and/or an authorized representative thereof shall at any reasonable time have the right to review and inspect the Contractor's records, including payroll and other financial records, to determine Contractor's compliance with the terms and conditions of this Agreement. The County shall have the right, at its sole discretion and at any time during the Term of this Agreement, to inspect or audit any books, documents, papers, Customer lists, records, including, but not limited to, financial records of Contractor, which the County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. The County shall have the right to enter



Contractor premises for the purposes of such review and shall provide seven (7) days advance notice to Contractor when such inspection or audit is to be conducted. Contractor shall fully cooperate with any review or inspection of Contractor's records by County and/or an authorized representative thereof, including providing full and timely access to all required records, data, and other information, and shall, if requested by County, participate in any such review or inspection for purposes of providing clarifying information. Refusal to cooperate or participate on the part of Contractor shall be deemed an event of Default. The County's right to review and inspect Contractor's records in this Section 7.3 shall survive termination of this Agreement for a period of not less than four (4) years.

#### **7.4 SITE DOCUMENTS**

A copy of all approved permits issued by any Approval Agency shall be maintained at the office of each Facility and made available for review by Facility personnel and upon request by representatives of the County, regulatory agencies, or concerned individuals. Contractor shall maintain an "operating record" for each Facility pursuant to regulatory requirements.

#### **7.5 MONTHLY REPORTING**

Contractor shall submit monthly reports of waste transfer data, diversion data, and a log of daily operations to the County in accordance with the following specifications:

A. Report Submittals. Monthly reports shall be submitted no later than the fifteenth (15th) day of the month immediately following the reported month. Monthly reports shall be submitted either in hard copy or electronically.

B. Waste Transfer Data. Reports shall include separately for each Facility the date and quantity, in Tons, of each load of Solid Waste transferred to the Designated Long Haul Transfer Station Site.

C. Diversion Data. Reports shall also include the date and quantity, both in Tons and cubic yards, of all materials diverted, stored, or stockpiled at each Facility. Reports shall provide quantities, by material type and final destination, of all materials transported off-site for recycling or other end-use. Reports shall also include facility name and location, quantities, and material type, removed through Salvaging operations.

D. Daily Operations Log. Reports shall further be provided that summarize the daily operational activities at each Facility. These reports shall include for each Facility daily information such as weather conditions, number of Customers, Facility visitors, equipment breakdown and/or repair, a brief description of any incidents, accidents, injuries, and/or vandalism that occurred, and any other information that may be considered relevant.

#### **7.6 QUARTERLY REPORTING**

Contractor shall submit, on a quarterly basis, personnel training records and any applicable certifications obtained pursuant to Section 4.10 of this Agreement. Training records shall, at a minimum, include date of training session, name of Contractor personnel attending training, name of person or firm conducting the training session, and topic of training session. In addition, Contractor shall also submit copies of load-checking records from each Facility to the County on a quarterly basis. Such records shall be prepared in accordance with the approved load-checking program, as specified in Section 4.4.F and G of this Agreement. Contractor shall further submit to the County a copy of the complaint log kept pursuant to Section 5.2 of this Agreement.

#### **7.7 ADDITIONAL REPORTING**

Contractor shall furnish the County with any additional reports as may reasonably be required.

#### **7.8 OTHER RELATED REQUIREMENTS**

Contractor shall cooperate with and assist the County in the performance, if and as needed, of periodic

waste characterization studies that may be conducted at the Facilities.

## **7.9 PERFORMANCE REVIEW**

Contractor shall cooperate fully and assist the County with an annual "Performance Review" of Contractor's performance under this Agreement and provide within thirty (30) days of request, all operational, financial, and other information deemed reasonable or convenient by the County or the firm selected by the County for purposes of conducting the Performance Review. Contractor's failure to cooperate or provide all requested information shall be considered an Event of Default. The Performance Review shall be conducted as set forth below.

A. Scope of Performance Review. The Performance Review shall address all appropriate areas which may include, but not be limited to, the following areas, and shall provide specific recommendations, as appropriate, for improvement in each area:

1. Compliance with the terms of this Agreement and Applicable Laws.
2. Overall organizational structure and management systems and procedures.
3. Efficiency of transfer operations.
4. Staffing practices, including the deployment of management and supervisory personnel.
5. Financial management practices, including Contractor's handling of gate receipts and weigh tickets.
6. Employee job and safety training, and management of Household Hazardous Waste.
7. Procedures for receiving and resolving nuisance complaints registered by the public.
8. Procedures for the acquisition, upkeep, safety check, and replacement of equipment.
9. Utilization and management of facilities, equipment, and personnel.

B. Changes to Operations. In conjunction with the results of a particular Performance Review, the County reserves the right to require reasonable changes to the Contractor's operations, which the County determines to be reasonably necessary or reasonably appropriate by reason of the findings or results of the Performance Review to carry out the intent of the terms and conditions of this Agreement.

C. Determination of Default. If, after the County has reviewed the results of a particular Performance Review, including problem areas, frequency of occurrence, recommended improvements and compliance therewith, and has considered any evidence presented by the Contractor in connection therewith, the County determines to its satisfaction that an event of Default has occurred, then the County may issue a Notice of Default pursuant to Section 11.2 of this Agreement and without prejudice to any other remedy to which it may be entitled to either at law, in equity, or under this Agreement, and/or issue a written notice of termination, either by mail or personal service, to Contractor not less than thirty (30) days prior to the date upon which the termination is to become effective.

## **ARTICLE 8**

### **INDEMNITY, INSURANCE, BONDS**

#### **8.1 DEFENSE AND INDEMNIFICATION BY CONTRACTOR**

Contractor shall indemnify, defend with counsel acceptable to the County, protect, and hold harmless the County, its officers, employees, and agents from and against any and all claims, damages, losses, judgments, liabilities, expenses, penalties, forfeitures, demands, actions, proceedings or suits, in law or in equity, of every kind and description arising out of, resulting from, or in any way connected with: 1) the operation of the Contractor, its officers, employees, agents, contractors, and/or subcontractors in performance of this Agreement; 2) the failure of Contractor, its officers,

employees, agents, contractors, and/or subcontractors to comply in all respects with the provisions and requirements of this Agreement, applicable laws, ordinances, and regulations, and/or applicable permits and licenses; 3) the acts of Contractor, its officers, employees, agents, contractors, and/or subcontractors in performing Services under this Agreement for which strict liability is imposed by law; and 4) the procurement of this Agreement. Contractor's obligation to defend, indemnify, and hold the County, its officers, employees, and agents harmless includes, but is not limited to, any actual or alleged personal injury, death, damage, or destruction to tangible or intangible property, including the loss of use, or for contribution or indemnity claimed by third Parties.

The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death, or damage is caused in whole or in part by any act, omission, or negligence of the Contractor, its officers, employees, agents, suppliers, contractors, and/or subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. The Contractor's obligations in this Section 8.1 shall survive termination of this Agreement.

Contractor's obligation to defend, indemnify, and hold the County, its officers, employees, and agents harmless under the provisions of this Section 8.1 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

## **8.2 HAZARDOUS SUBSTANCES INDEMNIFICATION BY CONTRACTOR**

Contractor shall indemnify, defend with counsel acceptable to the County, protect, and hold harmless the County, its officers, employees, and agents from and against all claims, damages (including, but not limited to, special, consequential, natural resources, and punitive damages), injuries, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorney's fees, and other expenses (including, but not limited to, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred, or suffered by, or asserted against, the County, its officers, employees, and agents arising from or attributable to acts or omissions of Contractor, its officers, employees, agents, contractors, and/or subcontractors, including, but not limited to, any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or Hazardous Wastes brought to a Facility during the Term of this Agreement, or handled by Contractor or its officers, employees, agents, contractors, and/or subcontractors at any place where Contractor conducts operations pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(c), and California Health and Safety Code Section 25364, to defend, insure, protect, hold harmless, and indemnify the County from liability.

The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death, or damage is caused in whole or in part by any act, omission, or negligence of the Contractor, its officers, employees, agents, suppliers, contractors, and/or subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Contractor's obligations in this section shall survive termination of this Agreement.

## **8.3 INSURANCE SCOPE AND LIMITS**

Contractor shall procure and maintain for the entire Term of this Agreement a policy of insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its officers, employees, agents, representatives, contractors, or subcontractors. Such policy shall not exclude or except from coverage any of the Service and work required to be performed by Contractor under this Agreement. With respect to General Liability and Pollution and/or Environmental Impairment Liability, coverage should be maintained for a minimum of five (5) years after contract completion. The maintenance of claims made against any insurance required of Contractor shall not be considered a waiver by the County of any claim or liabilities it may have against Contractor.

A. Types and Minimum Limits of Insurance. Contractor shall maintain types and limits no less than:

1. General Liability: Two million (\$2,000,000) dollars combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: One million (\$1,000,000) dollars combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation: As specified in Section 5.3.B of this Agreement.
4. Pollution and/or Environmental Impairment Liability: One million (\$1,000,000) dollars each occurrence and one million (\$1,000,000) dollars aggregate policy covering liability arising from the release of waste materials and/or irritants, contaminants, or pollutants. Such coverage shall, if commercially available, without involvement of the County, automatically broaden in its form of coverage to include legislated changes in the definition of waste materials and/or irritants, contaminants, or pollutants, including on- and off-site clean-up. The policy shall stipulate this insurance is primary and no other insurance carried by the County will be called upon to contribute to a loss suffered by Contractor hereunder and shall waive subrogation against the County and other additional insureds.
5. Property: A policy on property insurance, including, where necessary, builders risk insurance, which will cover any County-owned equipment, structures, or materials that this Agreement places in the care custody or control of Contractor at any time during the Term thereof or any subsequent extension or renewal.

B. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County; or, Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Notwithstanding the foregoing, the County may elect not to accept any deductibles or self-insured retentions offered by Contractor.

C. Other Insurance Provisions.

1. The policies are to contain, or be endorsed to contain, the following provisions:
  - a. The County, its agents, officers, employees, and community service personnel are to be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor in the performance of Services under this Agreement; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations; and with respect to Pollution and /or Environmental Impairment Liability.
  - b. Contractor's insurance coverage shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess of Contractor's insurance and shall not contribute with it.
  - c. Each insurance policy required by this clause shall be "occurrence based," or an alternate form as approved by the County. "Claims-made" pollution policies are subject to review by the County. Each required insurance policy shall contain a clause providing that written notice shall be given to the County a minimum of thirty (30) days prior to termination, cancellation, suspension, or reduction of coverage or limits.
  - d. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion

and add the Motor Carrier Act endorsement and/or other endorsements required by federal or State authorities. The Automobile Liability policy shall cover any and all automobiles, trucks, tractors, trailers, and mobile equipment that are owned, rented, or leased by Contractor, and which are used, stored, or otherwise present on County-owned, rented, or leased premises.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents, and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted. If Pollution and/or Environmental Impairment coverages are not available from an "Admitted" insurer, the coverage may be written with the County's permission, by a non-admitted insurance company. A non-admitted company should have an A.M. Best's rating of A:X or higher.

E. Verification of Coverage. As provided in Section 3.2.D of this Agreement, Contractor shall furnish the County with endorsements effecting coverage required by this Section 8.6. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by the County no later than one week prior to the Effective Date for review and acceptance by the County before work commences.

F. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

G. Failure to Furnish. In the event Contractor fails to maintain the appropriate insurance as specified herein or surety as specified in Section 8.7 and Section 8.8 of this Agreement, County may, after providing fifteen (15) days written notice to Contractor, take out such required insurance and/or surety in the name of the County, or may terminate this Agreement. The costs thereof shall be deducted from the monthly compensation due Contractor at the time of the next payment.

H. Other Provisions. Any failure by Contractor to comply with reporting or other provisions of insurance policies, including breaches of warranties, shall not affect coverage provided to the County, its officers, agents, and employees.

## ARTICLE 9

### BREACH, DEFAULT, AND REMEDIES

#### 9.1 EVENTS OF BREACH

A. General. Failure by either Party to comply with any term or condition of this Agreement shall constitute a material breach of the Agreement.

B. Failure to Properly Manage or Account for Solid Waste. County and Contractor understand and agree that, if Contractor is also a franchised waste hauler within the County's solid waste franchise system, Contractor is required to account for, report, and make Capacity Payments to the County for Solid Waste that it collects from Customers in unincorporated Mono County and Disposes of at a facility other than Designated Disposal Facility pursuant to the Franchise Agreement entered into between County and Contractor (the "Franchise Agreement"). In contrast, pursuant to this Agreement, Contractor must account for and report Solid Waste and Diverted

a material breach of the Agreement.

B. Failure to Properly Manage or Account for Solid Waste. County and Contractor understand and agree that, if Contractor is also a franchised waste hauler within the County's solid waste franchise system, Contractor is required to account for, report, and make Capacity Payments to the County for Solid Waste that it collects from Customers in unincorporated Mono County and Disposes of at a facility other than Designated Disposal Facility pursuant to the Franchise Agreement entered into between County and Contractor (the "Franchise Agreement"). In contrast, pursuant to this Agreement, Contractor must account for and report Solid Waste and Diverted Materials delivered to the Walker and Bridgeport Facilities, but may only transfer such waste and materials to a Facility other than Designated Long Haul Transfer Station Facility if authorized by the County. These varied commitments require Contractor and County to exercise vigilance and care in managing and accounting for Solid Waste handled pursuant to the two Agreements. Accordingly, County may audit, observe, follow or ride with, or otherwise track Contractor's work in properly managing and accounting for Solid Waste in accordance with the terms of this Agreement and the Franchise Agreement. In the event Contractor commingles or fails to properly account for Solid Waste or Diverted Materials, or takes any action resulting in an underpayment of Capacity Payment or other moneys owing to County pursuant to the Franchise Agreement, this Agreement may be immediately terminated by County and/or County may pursue any other remedy available at law, including damages, if such amounts are ascertainable, or liquidated damages as provided below.

C. Liquidated Damages, General. The Parties acknowledge that provision of consistent, reliable services is of utmost importance to the County and that the County has considered and relied on the Contractor's representations as to its ability and commitment to quality of service in entering this Agreement. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, the County and users of the County's Facilities will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which the County and Facilities users will suffer. Therefore, without prejudice to the County's right to treat such non-performance as an Event of Default under this Article 9, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Contractor  
Initial Here   DJB  

County  
Initial Here \_\_\_\_\_

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

D. Liquidated Damages, Specified. Upon delivery of written notice to Contractor, the County may impose the following liquidated damages upon Contractor, in addition to any other available remedies the County may have.

1. One hundred dollars (\$100) shall be withheld for failure to remove Contractor's property not used in or necessary to the transfer station operations, as specified in this Agreement, for each day of said violation.
2. One hundred dollars (\$100) shall be withheld for failure to properly manage diversion areas and Stockpiles of materials associated with Green Waste, Inert Waste, or other diversion programs, as specified in the Agreement, for each day of said violation.
3. One hundred dollars (\$100) shall be withheld for failure to verify loads and direct Facility users to the appropriate unloading area, and comply with operating procedures for waste diversion programs, as specified in this Agreement, for each day of said violation.
4. One hundred dollars (\$100) shall be withheld for failure to keep or submit documents and reports, as specified in this Agreement, for each day of said violation after ten (10) days' notice by the County.
5. Two-hundred fifty dollars (\$250) shall be withheld for failure to provide adequate staff to conduct all Facility operations, as specified in this Agreement, for each day of said violation.
6. Two-hundred fifty dollars (\$250) shall be withheld for failure to provide personal safety and other supplemental equipment, as specified in this Agreement, for each day of said violation.
7. Two-hundred fifty dollars (\$250) shall be withheld for failure to control routine Litter, and for failure to remove materials illegally dumped in and around the Facilities, as specified in this Agreement, for each day of said violation.
8. Two-hundred fifty dollars (\$250) shall be withheld for each citation of a "violation " at any Facility and for which the Contractor is obligated under this Agreement, as specified in an inspection report prepared and issued by the Local Enforcement Agency, for each day of said violation after seven (7) days' notice by the County or the Local Enforcement Agency.
9. Five hundred dollars (\$500) shall be withheld for each instance in which Solid Waste or Diverted Materials handled by Contractor pursuant to this Agreement are not managed and/or accounted for so as to prevent the mis-reporting to County of amounts of Solid Waste or Diverted Materials redirected from the Long Haul Transfer Site or other Designated Facility for disposal by Contractor pursuant to this Agreement or the Franchise Agreement.

The County may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representatives.

Prior to assessing liquidated damages, the County shall give Contractor notice of its intention to do so. The notice shall include a brief description of the non-performance, violation, or other breach. Contractor may review (and copy at its own expense) all information in the possession of the County relating to the non-performance, violation, or other breach. Contractor may, within ten (10) days after receiving the notice, request a meeting with the County. If a meeting is conducted, it shall be held by the Public Works Director or his designee. Contractor may present evidence in writing and through testimony of its employees and others relevant to the non-performance, violation, or other breach. The Public Works Director or designee shall provide Contractor with a written explanation of his or her determination on each non-performance, violation, or other breach prior to authorizing the assessment of liquidated damages. The decision of the Public Works Director or designee shall be final. The amount of the authorized assessment of liquidated damages issued by the County shall be withheld from the County's next payment to Contractor.

E. Limit on Amount of Damages. In no event shall the amount of liquidated damages to be withheld for any given day exceed \$500 per Facility.

F. Fines Assessed. Contractor shall be solely responsible for paying any fines or penalties imposed by governmental agencies against the County, Contractor, or any of its subcontractors as a result of Contractor's or subcontractor's non-compliance with permit terms or failure to obtain necessary permits. The County shall retain from amounts otherwise due Contractor an amount equal to any fines or penalties assessed against the County because of Contractor's or subcontractor's failure to perform in accordance with the terms of this Agreement, in addition to any liquidated damages assessed in accordance with this Agreement.

G. Notice of Breach. In the event that either Party to this Agreement believes that the other party has breached the Agreement, it shall send the party alleged to have breached the Agreement a written "Notice of Breach" setting forth in detail the specific nature of the breach and any damages, liquidated or otherwise, believed to be owing as a result of the breach. The party sending the Notice may combine it with a Notice of Default and/or Notice of Termination in the event that the party asserting the breach does not wish, and is not otherwise required by this agreement, to allow the other party an opportunity to cure the breach prior to declaring an "Event of Default" and/or terminating the Agreement.

## 9.2 EVENTS OF DEFAULT

Each of the following shall constitute an event of Default ("event of Default") hereunder:

A. Failure to Correct Breach. Failure to correct any breach, 1) within seventy-two (72) hours of written notice from the County, provided that if the nature of the breach is such that it can be cured but will reasonably require more than seventy-two (72) hours to cure, Contractor shall not be in Default so long as Contractor promptly commences to cure such breach and diligently proceeds to complete same; or 2) immediately, if the breach is such that the health, welfare, or safety of the public is endangered as determined by the Public Works Director or his designee. For example, and without limiting the generality of the foregoing, failure by the Contractor to receive Waste at a Facility during normal operating hours would constitute a breach requiring immediate correction by the Contractor.

B. Misrepresentation. Any representation or disclosure made to the County by Contractor in connection with or as an inducement to entering into this Agreement or any future amendment to this Agreement which proves to be false or misleading in any material respect as of the time the representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

C. Seizure or Attachment of Equipment. There is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment of the Contractor, including without limit its vehicles, equipment, or facilities, or any part thereof of such proportion as to impair Contractor's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and the County-approved holidays.

D. Contractor Bankruptcy. Contractor files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to Contractor or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of Contractor for a part of Contractor's operating assets or any substantial part of Contractor's property, or shall make any general assignment for the benefit of Contractor's creditors, or shall fail generally to pay Contractor's debts as they



become due.

E. Court Order or Decree. Any court having jurisdiction shall enter a decree or order for relief in respect of Contractor, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Contractor shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Contractor or for any part of Contractor's operating equipment or assets, or order the winding up or liquidation of the affairs of Contractor.

F. Failure to Provide Performance Assurances. Contractor fails to provide reasonable assurances of performance as required under Section 9.8 of this Agreement or fails to maintain the Faithful Performance Bond as specified in Section 8.7 of this Agreement.

G. Failure to Notify County. Contractor fails to notify the County within fifteen (15) days of any receipt of notice of violation from those regulatory agencies regulating Waste transportation, handling, processing, or Disposal activities.

H. Lapse of Financial Requirement. Lapse of any insurance or bond required under this Agreement.

I. Regulatory Violation. Contractor violates any orders or filings of any regulatory body having jurisdiction over Contractor relative to this Agreement, provided Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred unless a final determination is issued following such proceedings which affirms the violation.

J. Cessation of Services. Contractor ceases to provide Services as required under this Agreement for a period of two consecutive operating days or more, for any reason within the control of Contractor, including labor disputes.

K. Failure to Meet Reporting Requirements. Contractor refuses to provide County with required information, reports, and/or records (or access thereto) in a timely manner as provided for in the Agreement.

L. Unremedied Acts or Omissions. Any other act or omission by Contractor which materially violates the terms, conditions, or requirements of this Agreement and which is not corrected or remedied within the time period set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time period set forth in such notice, if Contractor should fail to commence to correct or remedy such violation within the time period set forth in such notice and diligently effect such correction or remedy thereafter.

M. General Default. Violation of any term or condition of this Agreement.

N. Notice of Default. In the event that either Party to this Agreement believes that an "Event of Default" has occurred, it shall send the party alleged to have defaulted a written "Notice of Default" setting forth in detail the specific nature of the default. The party sending the Notice may combine it with a Notice of Termination in the event that the party asserting the default wishes to terminate the Agreement as a result of the default.

### **9.3 RIGHT TO TERMINATE UPON CONTRACTOR DEFAULT**

Upon a Default by Contractor, the County shall have the right to terminate this Agreement without need for any hearing, suit, or legal action by giving Contractor written "Notice of Termination" either by mail or personal service not less than sixty (60) days prior to the date upon which the termination is to become effective unless a shorter notice period is required for the immediate protection of public health, safety, or welfare. Said Notice may be combined with any Notice of Breach or Notice of Default.

### **9.4 RIGHT TO TERMINATE UPON COUNTY DEFAULT**

Contractor shall have the right to terminate this Agreement by giving written "Notice of Termination," either by mail or personal service, to the County not less than sixty (60) days prior to the date upon which the termination is to become effective, in the event of any material breach of this Agreement by the County, including but not limited to, any of the following:

- (1) The County's failure to make any payment required under this Agreement or refusal to provide the Contractor with required information or reports, as to any material matter, as provided by this Agreement; or,
- (2) Any act or omission by County which materially violates the terms, conditions, or requirements of this Agreement.

Notwithstanding the foregoing, Contractor shall not be permitted to terminate this Agreement if the County cures said default within thirty (30) days after receiving written Notice of Termination from the Contractor, or, if the default is not capable of being cured within thirty (30) days, if County commences action and proceeds in good faith to cure the default within thirty (30) days.

### **9.5 POSSESSION OF PROPERTY UPON TERMINATION**

In the event of termination for Contractor Default, the County shall have the right to take possession of any and all of the Contractor's equipment, records, Customer lists, and other property used or useful in the provision of Services under this Agreement, and to use such property. The County shall pay reasonable compensation to the Contractor for the temporary use of such equipment and other property. In no event shall monthly compensation exceed twenty-five percent (25%) of the Contractor's "Service Fee" (as defined in Section 6.1 of this Agreement) then in effect for use of Contractor's equipment and other property. The County shall have the right to retain the possession of such property for a period not to exceed ninety (90) days, or until other suitable arrangements can be made for the provision of Services, which may include the award of an agreement to another company, whichever is earlier.

### **9.6 COUNTY'S REMEDIES CUMULATIVE**

The County's right to terminate this Agreement under Section 9.1, and 9.3 and to take possession of Contractor's properties under Section 9.5 are not exclusive, and the County's termination of the Agreement shall not constitute an election of remedies. Instead, all remedies provided for in this Agreement shall be in addition to any and all other legal and equitable rights and remedies which the County may have under law or as otherwise provided in this Agreement.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high quality service, and the lead time required to effect alternative service, the remedy of damages for a breach hereof by the Contractor is inadequate and the County shall be entitled to injunctive relief if it so desires.

### **9.7 EXCUSE FROM PERFORMANCE**

A. Excuse from Performance. The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by Uncontrollable Circumstances beyond the control

of, and not the fault of, the Party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by Contractor's employees or directed at the Contractor, or a subcontractor, is not an excuse from performance and Contractor shall be obligated to continue to provide Service notwithstanding the occurrence of any or all of such events.

B. Inexcuse from Performance. In addition, none of the following are to be considered an excuse from performance: 1) general economic conditions, interest or inflation rates, currency fluctuation, or changes in the cost or availability of fuel, commodities, supplies or equipment; 2) changes in the financial condition of Contractor or any of its subcontractors affecting their ability to perform their obligations; 3) the consequences of errors, neglect, or omissions by Contractor or any subcontractor; 4) any failure of any subcontractor or supplier to furnish labor, materials, service, or equipment for any reason; 5) equipment failure; or 6) any act, event, or circumstance occurring outside the State of California.

C. Notice. The Party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party written notice of the facts constituting such cause and asserting its claim to excuse under this Article 9. Notwithstanding, in the event of a catastrophic event Contractor shall comply with the Mono County Emergency Preparedness Plan.

D. Waiver of Damages. In the event that either Party validly exercises its rights under this Article, the Parties hereby waive any claim against each other for any damages sustained thereby.

E. Interruption or Discontinuance of Service. The partial or complete interruption or discontinuance of Contractor's Services caused by one or more Uncontrollable Circumstances and constituting an excuse from performance shall not constitute an event of Default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Article 9 for a period of thirty (30) days or more, the County shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days written notice, in which case the provisions of Section 9.5 shall apply. In the event the County exercises its right to terminate this Agreement under this subsection, Contractor shall not be obligated to the County under its performance bond.

## **9.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE**

If Contractor is: 1) the subject of any labor unrest including work stoppage or slowdown, sickout, picketing, or other concerted job action; 2) appears in the reasonable judgment of the County to be unable to regularly pay its bills as they become due; or, 3) the subject of a civil or criminal investigation, charge, or judgment or order entered by a federal, State, regional, or local agency for violation of a law relating to performance under this Agreement, and the County believes in good faith that Contractor's ability to perform under this Agreement has thereby been placed in substantial jeopardy, the County may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the County believes in good faith is reasonably necessary in the circumstances to provide evidence of Contractor's continued ability to perform under this Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by the County, such failure or refusal shall be an event of Default for purposes of Section 9.2.

## **9.9 COUNTY'S RIGHT TO PERFORM**

A. County's Right to Perform. In addition to any and all other legal or equitable remedies, in the event that Contractor, for any reason whatsoever, fails, refuses, or is unable to perform any Services at the time and in the manner provided in this Agreement for a period of more than seventy-two (72) hours, and if, as a result thereof, Waste accumulates within the boundaries of the County to such an extent, in such a manner, or for such a time that the Public Works Director or his designee should find that such accumulation endangers or menaces the environment, public health, safety, or welfare, then the County shall have the right, but not the obligation,

without payment to the Contractor, upon twenty-four (24) hours prior notice to Contractor during the period of such emergency as determined by Public Works Director or his designee, to do either one or both of the following: 1) cause to be performed such Services with other personnel; or, 2) take possession of any or all of the Contractor's equipment and other property used or useful in providing one or more of the Services and to provide one or more of the Services.

B. Notice. Notice of Contractor's failure, refusal, or neglect to perform one or more Services may be given orally by telephone to the Contractor at its principal office, or by email, and shall be effective immediately. Written confirmation of any oral notification shall be sent to the Contractor within twenty-four (24) hours of the oral notification.

C. Contractor's Cooperation. The Contractor further agrees that in such event:

1. It shall fully cooperate with the County to effectuate the transfer of possession of property to the County for the County's use.
2. It shall, if the County so requests and to the extent feasible, keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

D. Not a Taking by the County. The County's exercise of its contractual rights under this Article 9: 1) does not constitute a taking of private property for which compensation must be paid; 2) shall not create any liability on the part of the County to the Contractor; and, 3) does not exempt Contractor from the indemnity provisions of Article 8, which are meant to extend to circumstances arising under this Article 9, provided that the Contractor is not required to indemnify the County against claims and damages that are solely caused by the established active negligence or willful misconduct of County officers, employees, agents, or volunteers acting under this Article 9.

E. Temporary Possession of Contractor's Property. The County's right to retain temporary possession of Contractor's property, and to provide one or more Services shall continue until Contractor can demonstrate to the County's satisfaction that it is ready, willing, and able to resume such Services. The County has no obligation to maintain possession of Contractor's property or continue its use in performing one or more Services for any period of time and may, at any time, in its sole discretion, relinquish possession to Contractor.

## 9.10 WAIVER OF DEFAULT

The waiver by either Party of any breach, default, or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach, default, or violation of any other provision nor of any subsequent breach, default, or violation of the same or any other provision, and shall not be construed to be a modification of the terms and conditions of this Agreement unless the Agreement is modified as provided in Section 11.6, below. The subsequent acceptance by either Party of any monies which become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent breach of violation by the other Party of any provision of this Agreement.

## ARTICLE 10

### OTHER AGREEMENTS OF THE PARTIES

#### 10.1 RELATIONSHIP OF PARTIES

The Parties intend that Contractor shall perform the Services required by this Agreement as an independent Contractor engaged by the County and not as an agent, officer, or employee of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the County. Except as may be expressly provided herein, Contractor has no authority or responsibility to exercise any rights or ~~power vested in the County. No agent, officer, or employee of the County is to be considered an employee~~

of Contractor. It is understood by both Parties that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship, partnership, or joint venture.

No employee or agent of Contractor shall be or shall be deemed to be an employee or agent of the County. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the Services performed under this Agreement, and all persons performing such Services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors, and agents. Neither Contractor nor its officers, employees, subcontractors, and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to County employees by virtue of this Agreement.

Contractor, its agents, offices, and employees shall conduct themselves in a professional manner at all times in the performance of Services requested by the County under this Agreement. Contractor shall be responsible to the County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to the County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor or its employees shall not provide, directly or indirectly, any gifts or gratuities to any County officer, employee, agent, or representative.

In the event that any statute or court decision ever renders the assumptions of this Section invalid, either Party may terminate this Agreement within thirty (30) days prior written notice to the other Party.

## **10.2 PARTIES IN INTEREST**

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

## **10.3 CONFLICTS**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and Services under this Agreement.

## **10.4 COMPLIANCE WITH APPLICABLE LAW**

In providing the Services required under this Agreement, the Contractor shall at all times, at its sole cost, comply with all Applicable Laws. In particular, Contractor's operations at each Facility shall comply with all applicable laws, regulations and ordinances, as now existing or as they may be later adopted, modified or amended, and shall further comply with all applicable regulatory permits, including, but not limited to, any applicable land use permits, Waste Discharge Requirements, and Solid Waste Facilities Permits. In addition, Contractor shall comply with the provisions, conditions, and requirements of all operating plans and procedures, and all other future operating plans and procedures and other documents for each Facility hereafter approved or adopted by the County.

## **10.5 GOVERNING LAW**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

## **10.6 UNANTICIPATED PREVAILING WAGE ISSUES**

The Parties hereto are of the mutual opinion that the work to be performed by Contractor under this Agreement is not subject to prevailing wage laws. That mutual assumption is critical to both Parties' entry into this Agreement. If that assumption ultimately proves incorrect for any reason during the Term of this Agreement, then either Party may at that point, with thirty (30) days' written notice to the other Party, terminate the Agreement without penalty.

damages, indemnification, or contribution of any kind owing to the other Party as a result of the mistaken assumption.

## **10.7 NONDISCRIMINATION**

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

## **10.8 CONFIDENTIALITY**

Contractor agrees to comply with the various provisions of the federal, State, and County laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing Services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Contractor understands, however, that the County may be required by State law to allow public access to records and other information provided by Contractor to the County.

## **10.9 POST-AGREEMENT COVENANT**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing Services and work under this Agreement, for any personal benefit, gain, or enhancement.

## **10.10 COUNTY PROPERTY**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, keys, structures, containers, and equipment provided to Contractor by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Contractor shall use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor shall be financially responsible for any loss or damage to such items, partial or total, (excluding normal wear and tear) which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's Services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of this Agreement, Contractor will convey possession and title to all such properties to the County. (This section is intended to cover only those items which were specifically requested and/or paid for by the County in conjunction with applicable provisions of this Agreement. It is not intended to cover those items of a creative nature produced by Contractor or his employees.)

## 10.11 CONTRACTOR ASSIGNMENT

A. Definition. For purposes of this Article, "assignment" shall include, but not be limited to: 1) a sale, exchange, or other transfer of substantially all of Contractor's assets dedicated to Service under this Agreement to a third party; 2) a sale, exchange, or other transfer of thirty (30) percent or more of the outstanding common stock of Contractor; 3) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction to which Contractor or any of its shareholders is a party which results in a change of ownership or control of thirty (30) percent or more of the value or voting rights in the stock of Contractor; and, 4) 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. If Contractor is not a corporation, an assignment shall also include, among other things, any transfer or reorganization that has an effect similar to the situations described in foregoing sentence for corporations. For purposes of this Article, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment. If Contractor is a subsidiary of another corporation or business entity, any "assignment," as defined above, by the parent company or corporation shall be considered an assignment by Contractor.

B. County Consent. Contractor acknowledges that this Agreement involves rendering a vital service to the County, and that the County has relied upon Contractor's representation of its skills, knowledge, experience, training, and financial resources in qualifying Contractor to perform the Services under this Agreement. Except as provided in this Article, Contractor shall neither assign its rights nor delegate, subcontract, or otherwise transfer its obligations under this Agreement to any other person or entity without the prior written consent of the County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without prior written consent of the County. Any such assignment without the consent of the County shall be void and the attempted assignment shall constitute a material breach of this Agreement. Under no circumstances shall the County be required to consider any proposed assignment if Contractor is in Default at any time during the period of consideration.

C. Requirements of Contractor. If Contractor requests the County's consideration of and consent to an assignment, the County may deny or approve such request in its sole and complete discretion. No request by Contractor for consent to an assignment need be considered by the County unless and until the Contractor has met the following requirements:

1. Contractor shall pay the County its reasonable expenses for attorney's fees, consultant fees, and other related costs to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;
2. Contractor shall furnish the County with audited financial statements of the proposed assignee's operations for the immediately preceding five (5) operating years; and
3. Contractor shall furnish the County with satisfactory proof that the proposed assignee has the demonstrated technical capability to perform all Services, including:
  - a. That the proposed assignee has at least five (5) years of transfer station experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement;
  - b. In the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, State, or local environmental laws and the assignee has provided the County with a complete list of such citations and censures;
  - c. The proposed assignee has at all time conducted its operations in an environmentally safe and conscientious fashion;
  - d. The proposed assignee conducts its operations in accordance with sound waste management practices in full compliance with all federal, State, and local laws regulating the Disposal of Solid

Waste, including hazardous substances;

- e. The assignee's office that serves as the location for managing Services is within one hundred (100) miles of the County, as determined by estimating the distance on a map by drawing a straight line between the County's office and the assignee's office; and
- f. Any other information required by the County to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe, courteous, and effective manner.

D. Application and Transfer Fee. Any application for a transfer of Agreement shall be made in a manner prescribed by the County. The application shall include a transfer fee in an amount to be set by resolution of the Mono County Board of Supervisors to cover the cost of all direct and indirect administrative expenses, including consultants and attorneys, necessary to adequately analyze the application and to reimburse the County for all direct and indirect expenses. In addition, Contractor shall reimburse the County for any and all additional costs related to the assignment requested and not covered by the transfer fee. Request for payment by the County shall be supported with evidence of the expense or cost incurred. The applicant shall pay such bills within thirty (30) days of receipt.

E. Transition. If the County consents to an assignment, at the point of transition Contractor shall cooperate with the County and subsequent contractor(s) or subcontractor(s) to assist in an orderly transition, which shall include the Contractor providing operating records and information to the County and/or the assignee.

## **10.12 SUBCONTRACTING**

Contractor shall not engage any subcontractors for Services provided under this Agreement without the prior written consent of the County. No subcontractor will be recognized as such, and all persons engaged in the performance of Services under this Agreement shall be considered as employees of the Contractor and the Contractor will be held responsible for their work, which shall be subject to the provisions of this Agreement.

Subcontracts shall include provisions that this Agreement is part of the subcontract, and that all terms and provisions of this Agreement are incorporated into the subcontract. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted work. Before work is started on a subcontract, Contractor shall submit to the County a written statement describing the name(s) of the subcontractor, a description of each portion of the work to be subcontracted, the equipment to be utilized in performance of the subcontract, and the term of the subcontract. Copies of subcontracts shall be submitted to the County upon the County's written request. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the County, the subcontractor shall be removed immediately at the written request of the County and shall not again be employed in the completion of obligations under this Agreement.

## **10.13 BINDING ON SUCCESSORS**

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

## **10.14 TRANSITION TO THE NEXT CONTRACTOR**

One (1) year prior to the conclusion of the Term, or any approved extension thereto, whichever is applicable, and in order to assist with the process to award a new agreement at the conclusion of the Term, or approved extension thereto, Contractor shall provide the County with such information as may reasonably be requested. Failure to provide full cooperation may at the County's sole discretion preclude Contractor from participating in the next agreement. The County shall consider in good faith any reasonable requests by Contractor to maintain as confidential any bona fide proprietary or trade secret information of Contractor which the County may



request. The County shall in no event be liable for disclosing information or records in its possession that constitute "public records" that the County must disclose under State law.

### **10.15 CONDEMNATION**

In addition to its rights under Article 9, the County fully reserves the right to acquire Contractor's property utilized in the performance of this Agreement, by negotiated purchase or through the exercise of its power of eminent domain.

### **10.16 NOTICE AND PARTY REPRESENTATIVE**

All notices, demands, requests, proposals, approvals, consents, amendments, additions, or deletions to this Agreement, and other communications which this Agreement requires, authorizes, or contemplates are, except as otherwise specifically provided, to be in writing and shall be effective when personally delivered to a representative of the Parties or deposited in the United States mail, postage prepaid, addressed as follows:

If to the County:

Mono County Solid Waste  
Superintendent 74 North School Street,  
Annex I  
P.O. Box 457  
Bridgeport, CA  
93517

If to the Contractor:



D & S Waste Removal, Inc.  
Attn: Darrol Brown  
3 U.S. Highway 95A East  
P.O. Box 834  
Yerington, NV 98447

The address to which communications may be delivered may be changed from time to time by a notice given to the other Party in accordance with this Article. Notice shall be deemed given three (3) calendar days following deposit in the United States mail as provided in this Section, or upon personal delivery.

### **10.17 FUNDING LIMITATION**

The ability of the County to enter this Agreement is based upon existing available funding from various sources including, but not limited to, Solid Waste Assessments, Gate Fees, and grants. Notwithstanding any other provision of this Agreement, in the event the County finds it necessary to reduce or modify such funding, in consideration of future budget constraints, the County shall have the option to terminate this Agreement without penalty or damages arising or to negotiate with the Contractor to reduce or modify this Agreement. Any such cancellation, proposed change, or modification shall require a minimum of thirty (30) days written notice to the Contractor.

## ARTICLE 11

### MISCELLANEOUS AGREEMENTS

#### 11.1 ENTIRE AGREEMENT

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

#### 11.2 SECTION HEADINGS

Article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

#### 11.3 REFERENCES TO LAWS

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

#### 11.4 REFERENCE TO DAYS

All references to days herein are to calendar days, including Saturdays, Sundays, and holidays, except as otherwise specifically provided.

#### 11.5 INTERPRETATION

This Agreement shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting. If any provision in of this Agreement is inconsistent with corresponding provisions in the Master Agreement, the language in this Agreement prevails and controls with respect to Satellite Transfer Station operations.

#### 11.6 INTEGRATION AND AMENDMENT

This Agreement represents the entire integrated agreement between the County and Contractor and supersedes all prior negotiations, representations, understandings, or agreements between the Parties, either written or oral. No prior oral or written understanding shall be of any force or affect with respect to those matters contained herein. This Agreement may be modified, amended, changed, added to, or subtracted from only by the mutual consent of the Parties. Any such amendment shall be in written form and shall be processed and executed with the same formalities as the original Agreement.

#### 11.7 SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, State, or County statute, ordinance, or regulations, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provision of this Agreement are severable. Nevertheless, either Party may in that event terminate this Agreement without penalty or damages arising by giving thirty (30) days' written notice to the other Party.

#### 11.8 COUNTERPARTS

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This Agreement may be executed in counterparts.

### **11.9 MISCELLANEOUS**

A. Judicial Venue. Any lawsuit between Parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits . With respect to venue, the Parties agree that this Agreement is made in and shall be performed in Mono County, California. All depositions made by County employees shall be made in Mono County, unless another location is selected by the County.

B. Advice. Each of the Parties has received the advice of legal counsel prior to signing this Agreement or has knowingly waived the opportunity to do so. Each Party acknowledges that no other party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce another party to execute this Agreement. The Parties agree no provision or provisions may be subject to any rules of construction based upon any party being considered the party "drafting" this Agreement.

### **11.10 EXHIBITS**

Each of the Exhibits identified is attached hereto and incorporated herein and made a part hereof by this reference.

[SIGNATURE BLOCK ON NEXT PAGE]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_  
DAY OF \_\_\_\_\_, 2021.

**COUNTY OF MONO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: *Darrel J. Brown*  
Name: DARREL J. BROWN  
Title: President  
Date: 12/13/22

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel for Contractor

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Mono County Risk Manager

**EXHIBIT A**  
**SERVICE FEE SCHEDULE**

Cost Per MSW Pull - Bridgeport	\$ 748.34
Cost Per Bulky Item Bin Pull - Bridgeport	\$ 815.64
Cost Per MSW Pull - Benton	\$ 748.34
Cost Per MSW Pull - Chalfant	\$ 748.34
Cost Per Bulky Item Bin Pull- Chalfant	\$ 519.12
Cost Per 40 YD Roll Off Pull- Paradise	\$ 748.34
Cost Per MSW Pull - Pumice Valley	\$ 748.34
Cost Per Bulky Item Bin Pull - Pumice Valley	\$ 519.12
Cost Per MSW Pull - Walker	\$ 719.06
Cost Per Bulky Item Bin Pull - Walker	\$ 482.05
Cost Per Glass, Plastic, and Aluminum Bin Pull- Benton	\$ 519.12
Cost Per Cardboard Bin - Benton	\$ 519.12
Cost Per Glass, Plastic, and Aluminum Bin Pull- Bridgeport	\$ 519.12
Cost Per Cardboard Bin - Bridgeport	\$ 519.12
Cost Per Glass, Plastic, and Aluminum Bin Pull- Chalfant	\$ 519.12
Cost Per Cardboard Bin - Chalfant	\$ 519.12
Cost Per Glass, Plastic, and Aluminum Bin Pull - Walker	\$ 519.12
Cost Per Cardboard Bin Pull- Walker	\$ 519.12
Cost Per Ash Bin Pull - Benton	\$ 63.16
Cost Per Ash Bin Pull - Bridgeport	\$ 63.16
Cost Per Ash Bin Pull- Chalfant	\$ 63.16
Cost Per Ash Bin Pull - Paradise	\$ 63.16
Cost Per Ash Bin Pull- Walker	\$ 63.16
Employee Cost Per Hour - Benton	\$ 23.75
Employee Cost Per Hour - Bridgeport	\$ 23.75
Employee Cost Per Hour - Chalfant	\$ 23.75
Employee Cost Per Hour - Paradise	\$ 23.75
Employee Cost Per Hour - Pumice	\$ 23.75
Employee Cost Per Hour - Walker	\$ 23.75
Employee Cost Per Hour on a Holiday- Benton	\$ 32.20
Employee Cost Per Hour on a Holiday - Bridgeport	\$ 32.20
Employee Cost Per Hour on a Holiday - Chalfant	\$ 32.20
Employee Cost Per Hour on a Holiday - Paradise	\$ 32.20
Employee Cost Per Hour on a Holiday - Pumice	\$ 32.20
Management, Training, and other Administration	\$ 1,791.46 per month



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** December 20, 2022

**TIME REQUIRED**

**SUBJECT** Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
12/8/2022 1:05 PM	County Counsel	Yes
12/9/2022 11:43 AM	Finance	Yes
12/16/2022 4:26 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    December 20, 2022

**TIME REQUIRED**

**SUBJECT**            Closed Session - Exposure to  
Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time

Who

Approval

