



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting June 14, 2016

TELECONFERENCE LOCATIONS: 1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517. Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. 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 in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at www.monocounty.ca.gov. If you would like to receive an automatic copy of this agenda by email, please send your request to Bob Musil, Clerk of the Board: bmusil@mono.ca.gov.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

on items of public interest that are within the subject matter jurisdiction of the Board.
(Speakers may be limited in speaking time dependent upon the press of business)

and number of persons wishing to address the Board.)

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. 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. Fiscal Year 2016-17 Recommended Budget

Departments: Finance

Proposed resolution: A resolution of the Mono County Board of Supervisors adopting the recommended budget as the temporary budget for Fiscal Year 2016-17 until the Final Budget is adopted.

Recommended Action: Adopt proposed resolution #R16-_____, adopting the recommended budget for Fiscal Year 2016-17. Provide any desired direction to staff.

Fiscal Impact: The total fiscal impact is \$57,535,947 including \$34,146,168 of General Fund and \$23,389,779 of Non-General Fund expenditures.

B. Installation of Transportation Art in June Lake

Departments: Community Development

(Scott Burns) - Proposed resolution #R16-__ of the Mono County Board of Supervisors, Authorizing the CAO to Execute Agreements Between the County and David and Amanda Carmichael and Between the County and Caltrans Related to the Installation of Transportation Art Along Highway 158 in June Lake and Authorizing the Community Development Director to Submit the Application to Caltrans on Behalf of the County for An Encroachment Permit For Installation of Transportation Art.

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

Fiscal Impact: None. The agreement with David and Amanda Carmichael provides for the Carmichael's payment of all costs associated with the Transportation Art.

C. Appoint CAO or Designee as the Mono County Representative on the California Broadband Cooperative

Departments: CAO/IT

Appointment of the County Administrative Officer or designee as the Mono County Representative to the California Broadband Cooperative.

Recommended Action: Appoint the Mono County Administrative Officer or Designee as Mono County's representative to serve as a Class A Director of the California Broadband Cooperative, replacing the County's current designee Nate Greenberg.

Fiscal Impact: None

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are located in the Office of the Clerk of the Board, and are available for review.

A. Letter from USDA regarding Motorized Transportation System Modification Project

Departments: Clerk of the Board

Correspondence from the USDA dated May 23, 2016 regarding the Motorized Transportation System Modifications project.

9. REGULAR AGENDA - MORNING

A. Conway Ranch 2015 Annual Report and 2016 Operations Plan

Departments: Public Works

5 minutes

(Tony Dublino) - Receive the Conway Ranch 2015 Annual Report and 2016 Operations Plan, provide any direction to staff.

Recommended Action: None (informational only). Provide any desired direction to staff.

Fiscal Impact: None.

B. Transfer Station Contract Award

Departments: Solid Waste Division of Public Works

20 minutes (5 minute presentation; 15 minute discussion)

(Tony Dublino) - Consider bid results and relevant information, and select to either

1. Enter into a 5-Year Agreement with selected bidder for the operations of Mono County Transfer Stations, or 2. Extend existing contract for a specified period, if permitted by law.

Recommended Action: Consider information presented and bid result, and 1. Authorize CAO to enter 5-year Agreement (as modified by bid Addendum 1 & 3) with the selected bidder for the operation of Mono County Transfer Stations, or 2. Authorize CAO to extend current Transfer Station Agreement, with necessary modifications, for a specified period if and as permitted by law. Provide any desired direction to staff.

Fiscal Impact: Contract value not known until bids are open June 9, but any contract amount will be paid by Solid Waste Enterprise Fund. Contract value over last three years has been approximately \$290,000 per year.

C. Public Hearing - State Route 108 Truck Restriction Ordinance

Departments: County Counsel, Community Development Department

PUBLIC HEARING - 10:00 A.M.

(Scott Burns) - Proposed ordinance Recommending the Prohibition of Vehicles and Combination Vehicles With an Overall Length Greater than 38 Feet Kingpin-to-Rear-Axle on an Easterly Segment of State Route 108 (from postmile (PM) 0.0 (Mono County/Tuolumne County line) to PM 9.8 (closure gate west of Marine Corps Mountain Warfare Training Center)

Recommended Action: Conduct public hearing. Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: None.

D. RPAC Bylaw Ratification

Departments: Community Development Department

20 minutes (10 minute presentation; 10 minute discussion)

(Scott Burns, Wendy Sugimura, Gerry LeFrancois) - Consider bylaw amendments of the Antelope Valley, Bridgeport Valley and Mono Basin Regional Planning Advisory Committees

Recommended Action: Ratify bylaw amendments of the Antelope Valley, Bridgeport Valley and Mono Basin Regional Planning Advisory Committees. Provide any desired direction to staff.

Fiscal Impact: No impact.

E. FY 2016-17 Budget Calendar

Departments: CAO, Finance

15 minutes (5 minute presentation; 10 minute discussion)

(Janet Dutcher) - Report and discussion regarding the budget calendar for adoption

of the County's FY 2016-17 final budget.

Recommended Action: Receive budget calendar outlining sequence of events culminating in the adoption of the County's FY 2016-17 final budget; discuss and receive direction, if any.

Fiscal Impact: None

F. Mono County Radio System Update & Capital Outlay Fund

Departments: Information Technology

20 minutes (10 minute presentation; 10 minute discussion)

(Nate Greenberg) - Discuss status of Mono County radio system and long-term funding for maintenance and improvement needs.

Recommended Action: Approve the establishment of an Accumulated Capital Outlay Fund by transferring the remaining FY 15-16 unspent radio system budget into this fund via operating transfer.

Fiscal Impact: Not to exceed the FY 15-16 budget remaining from the original allocation of \$230,000.

G. June Lake Jam Fest Proposed Concert Hours Extension

Departments: CAO

15 minutes (5 minute presentation; 10 minute discussion)

(Jay Sloane and Janet Hunt) - Proposed Resolution #R16-__ of the Mono County Board of Supervisors, Authorizing the June Lake Jam Fest to operate until 11:00 p.m. on September 10, 2016 at Gull Lake Park.

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

Fiscal Impact: None

10. 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.)

11. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, and Dave Butters. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of

Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2016

Departments: Finance

TIME REQUIRED

SUBJECT Fiscal Year 2016-17 Recommended
Budget

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution: A resolution of the Mono County Board of Supervisors adopting the recommended budget as the temporary budget for Fiscal Year 2016-17 until the Final Budget is adopted.

RECOMMENDED ACTION:

Adopt proposed resolution #R16-_____, adopting the recommended budget for Fiscal Year 2016-17. Provide any desired direction to staff.

FISCAL IMPACT:

The total fiscal impact is \$57,535,947 including \$34,146,168 of General Fund and \$23,389,779 of Non-General Fund expenditures.

CONTACT NAME: Stephanie Butters

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

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Resolution](#)

[Schedule of Appropriations by Fund](#)

History

Time	Who	Approval
6/9/2016 3:45 PM	County Administrative Office	Yes
6/8/2016 5:38 PM	County Counsel	Yes
6/7/2016 6:06 PM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

P.O. BOX 556, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5490 • FAX (760) 932-5491

Gerald Frank
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM
Finance Director

Stephanie Butters
Assistant Finance Director
Auditor-Controller

Date: June 14, 2016
To: Honorable Board of Supervisors
From: Janet Dutcher, Director of Finance
Subject: Requested (Temporary) Budget for Fiscal Year 2016-17

Recommended Action:

1. Adopt Resolution Establishing the Requested Budget as the temporary operating budget for Fiscal Year 2016-17 including appropriations of \$57,535,947.

Fiscal Impact:

\$57,535,947 including \$34,146,168 of General Fund and \$23,389,779 of Non-General Fund expenditures.

Discussion:

Government Code 29000 et seq. is known as the County Budget Act and describes the procedures and timelines required for development and adoption of the County's annual budget. Section 29064(a) states that "On or before June 30 of each year the board, by formal action, shall approve the recommended budget, including the revisions it deems necessary for the purpose of having authority to spend until the budget is adopted." Mono County has historically adopted a temporary budget based on the prior year's budget, excluding fixed assets and operating transfers. While tradition remains the same, the terminology has changed. What used to be known as the Temporary budget is now the Recommended Budget.

Adoption of this budget will provide sufficient spending authority to continue County operations until the final budget is adopted no later than October 2nd by Resolution of the Board of Supervisors.



1
2
3 **RESOLUTION NO. _____**
4 **BOARD OF SUPERVISORS, COUNTY OF MONO**

5 **A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS**
6 **ADOPTING A RECOMMENDED BUDGET AS THE TEMPORARY BUDGET FOR**
7 **FISCAL YEAR 2016-2017**

8 **WHEREAS**, the Board has adopted, on a permanent basis, the procedure prescribed by
9 Government Code section 29000 et seq. regarding creation of a recommended budget; and

10 **WHEREAS**, the County desires to use a temporary budget appropriation as its
11 Recommended Budget to operate from July 1, 2016, until a final budget for Fiscal Year 2016-2017
12 is adopted;

13 **NOW, THEREFORE BE IT RESOLVED AND ORDERED** by the Mono County Board
14 of Supervisors that a recommended budget for Fiscal Year 2016-2017 be adopted in the amount of
15 fifty seven million, five hundred thirty-five thousand, nine hundred and forty-seven dollars
16 (\$57,535,947), which is the budget for Fiscal Year 2015-2016 less the appropriations for fixed
17 assets and operating transfers.

18 **APPROVED AND ADOPTED** this 14th day of June, 2016, by the following vote of said
19 board:

20 **AYES:**

21 **NOES:**

22 **ABSENT:**

23 **ABSTAIN:**

24
25
26 **FRED STUMP, CHAIRMAN**
27 **BOARD OF SUPERVISORS.**
28 **COUNTY OF MONO**

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ATTEST:
BOB MUSIL
CLERK OF THE BOARD

APPROVED AS TO FORM

COUNTY COUNSEL

MONO COUNTY
Proposed Temporary Budget
Appropriations by Fund
Fiscal Year Ending June 30, 2017

FUND NAME	2015/16 Actuals CYTD	2015/16 Revised Budget	2016/17 Temporary Budget Proposed
GENERAL FUND Total	26,255,901	36,264,283	34,146,168
GENERAL RESERVE FUND Total	-	-	-
FISH ENHANCEMENT Total	84,300	125,950	125,950
CONWAY RANCH Total	73,211	95,776	95,776
FISH AND GAME FINE FUND Total	700	16,900	16,900
TOURISM COMMISSION Total	280,995	443,592	443,592
GENERAL FUND GRANT PROGRAMS Total	150,926	132,000	132,000
GEO THERMAL Total	459,167	468,838	-
SOCIAL SERVICES Total	3,686,691	5,108,686	4,889,190
EMPLOYERS TRAINING RESOURCE Total	53,617	148,590	148,590
DSS-WARAPAROUND (FOSTER CARE) Total	9,212	184,248	37,529
DSS FEMA EMERGENCY FOOD/SHELTER Total	5,000	-	-
DSS-BIRTH CERT CHILDREN'S TRUST FUND Total	13,412	33,000	33,000
BEHAVIORAL HEALTH Total	1,042,878	1,510,531	1,503,031
BEHAVIOR HEALTH - MENTAL HEALTH SERVICES ACT	814,940	1,409,705	1,409,705
PUBLIC HEALTH Total	2,338,815	3,048,962	2,990,536
PUBLIC HEALTH EDUCATION (TOBACCO) Total	140,821	188,426	188,426
PUBLIC HEALTH GRANTS Total	-	-	-
BIO-TERRORISM - PUBLIC HEALTH Total	247,858	354,158	354,158
EMERGENCY MED SERV - MADDY FUNDS Total	-	-	-
SHERIFF NARCOTIC FORFEITURES Total	-	-	-
SHERIFF AUTO FINGERPRINT ID Total	13,326	-	-
SHERIFF - TERRORISM GRANT - OES Total	36,535	97,000	-
COUNTY DNA ID FUND Total	3,721	-	-
DA PRE-DIVERSION PROGRAM FUND Total	6,850	-	-
LAW LIBRARY Total	-	-	-
COUNTY LOCAL REV FUND 2011(Publ Saf Realignment) Total	1,026,972	-	-
STATE-RURAL CRIME AB443-REALIGNMENT 2011 Total	-	-	-
STATE - COPS AB 3229-REALIGNMENT 2011 Total	193,492	-	-
COUNTY SERVICE AREA #1 CROWLEY Total	35,215	255,350	100,350
COUNTY SERVICE AREA #2 BENTON Total	7,709	19,100	19,100
COUNTY SERVICE AREA #5 BRIDGEPORT Total	239,586	558,647	111,647
COUNTY-WIDE SERVICE AREA Total	42,806	117,000	117,000
CODE ENFORCEMENTCOMMUNITY BEAUTIFICATION Total	-	-	-
CLERKS MODERNIZATION FUND Total	-	-	-
CROWLEY AREA PUBLIC INFORMATION Total	737	-	-
2015 FEBRUARY WIND/FIRE STORM Total	37,741	1,423,444	925,458
ROAD FUND Total	2,935,401	4,011,208	4,011,208
ROAD FUND - STATE & FEDERAL CONSTRUCTION FUNDS Total	1,708,957	3,540,042	-
PW - MAJOR THOROUGHFARE J.L. Total	-	-	-
CAPITAL IMPROVEMENT PROJECTS Total	212,968	1,124,148	-
DEBT SERVICE FUND Total	950,544	1,057,772	807,772
AIRPORT ENTERPRISE FUND Total	72,192	633,688	109,551
CAMPGROUND ENTERPRISE FUND Total	17,027	28,599	28,599
CEMETARY ENTERPRISE FUND Total	11,868	24,840	24,840
SOLID WASTE ENTERPRISE FUND Total	1,932,044	2,745,778	2,549,278
SOLID WASTE SPECIAL REVENUE Total	-	-	-
MOTOR POOL Total	866,159	1,228,982	546,892
INSURANCE INTERNAL SERVICE FUND Total	1,312,322	1,572,307	1,422,307
COMPUTER REPLACEMENT POOL Total	39,248	80,000	80,000
COPIER POOL Total	81,587	101,644	67,394
ACCUMULATED CAPITAL OUTLAY Total	-	-	100,000
Grand Total	47,443,451	68,153,194	57,535,947
General Fund	26,255,901	36,264,283	34,146,168
Non General Fund	21,187,550	31,888,911	23,389,779
Grand Total	47,443,451	68,153,194	57,535,947



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2016

Departments: Community Development

TIME REQUIRED

PERSONS APPEARING BEFORE THE BOARD Scott Burns

SUBJECT Installation of Transportation Art in June Lake

AGENDA DESCRIPTION:

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

Proposed resolution #R16-__ of the Mono County Board of Supervisors, Authorizing the CAO to Execute Agreements Between the County and David and Amanda Carmichael and Between the County and Caltrans Related to the Installation of Transportation Art Along Highway 158 in June Lake and Authorizing the Community Development Director to Submit the Application to Caltrans on Behalf of the County for An Encroachment Permit For Installation of Transportation Art.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None. The agreement with David and Amanda Carmichael provides for the Carmichael's payment of all costs associated with the Transportation Art.

CONTACT NAME: Scott Burns

PHONE/EMAIL: 760-924-1800 / sburns@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[RESOLUTION & All Exhibits](#)

History**Time**

6/9/2016 3:41 PM

6/9/2016 3:53 PM

6/10/2016 8:53 AM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

Yes

Mono County Community Development Department

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

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

June 14, 2016

To: Board of Supervisors
From: Courtney Weiche, Associate Planner
Re: Installation of Transportation Art in June Lake

Recommendation

Adopt Resolution R16-XX, Mono County Board of Supervisors Authorizing the CAO to Execute Agreements Between the County and David and Amanda Carmichael and Caltrans Related to the Installation of Transportation Art Along Highway 158 in June Lake and Authorizing the Community Development Director to Submit the Application to Caltrans on Behalf of the County for an Encroachment Permit for Installation of Transportation Art. Provide any desired direction to staff.

Discussion

At the May 17th meeting, your Board received a proposal from David and Amanda Carmichael, owners of June Lake Pines Motel in June Lake, for the installation of Transportation Art on the retaining wall in front of their property.

The retaining wall is located within the Caltrans' right-of-way and encroachment permit is required. Caltrans will not issue a permit to a private land owner, but instead only to a public agency such as the County. Accordingly, the Carmichaels have requested the County's assistance in obtaining an encroachment permit.

The Carmichaels have secured an artist to install the mural and are committed to covering all associated costs, maintenance and eventual removal (if necessary) of the Transportation Art. A Memorandum of Understanding (MOU) reflecting this has been drafted between the County and the Carmichaels and is included as Exhibit C of the Resolution. Also included as exhibits to the Resolution are the Art Proposal (Exhibit A) and Caltrans' regulations for Transportation Art (Exhibit B). The Maintenance Agreement between the County and Caltrans, which is a requirement of the encroachment permit, is included as Attachment B to the MOU.

Please contact Scott Burns at 760-924-1807 with questions concerning the workshop.

Attachments

- Draft Resolution
- Carmichaels public art proposal
- Caltrans Transportation Art Guidelines
- Memorandum of Understanding
- Maintenance Agreement



RESOLUTION NO. R16-___

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE CAO TO EXECUTE AGREEMENTS BETWEEN THE COUNTY
AND DAVID AND AMANDA CARMICHAEL AND CALTRANS RELATED TO
THE INSTALLATION OF TRANSPORTATION ART ALONG HIGHWAY 158 IN
JUNE LAKE AND AUTHORIZING THE COMMUNITY DEVELOPMENT
DIRECTOR TO SUBMIT THE APPLICATION TO CALTRANS ON BEHALF
OF THE COUNTY FOR AN ENCROACHMENT PERMIT FOR
INSTALLATION OF TRANSPORTATION ART**

WHEREAS, David and Amanda Carmichael, owners of June Lake Pines Motel, located at 2733 Highway 158, have requested Mono County's assistance to install a mural (the "Transportation Art") on the large concrete retaining wall abutting their property, which is illustrated in the Art Proposal (the "Proposal") attached as Exhibit A and incorporated herein by reference; and

WHEREAS, the retaining wall is located within the unincorporated area of the County; and

WHEREAS, the wall is located within the Caltrans' right-of-way and therefore an encroachment permit from Caltrans is required before the Carmichaels may install the Transportation Art; and

WHEREAS, Caltrans will not issue an encroachment permit to a private land owner such as the Carmichaels, but will only issue such permits to a public agency such as the County; and

WHEREAS, the Transportation Art furthers the public purpose of beautifying downtown June Lake, attracting businesses and visitors, and enhancing June Lake's economy and is supported by the June Lake Citizens Advisory Committee and over 100 June Lake residents; and

WHEREAS, the Transportation Art is in compliance with all applicable State and County laws and regulations including the program guidelines contained in Chapter 29 Section 9 of the Caltrans Project Development Procedures Manual attached as Exhibit B and incorporated herein by this reference; and

WHEREAS, the property owners shall enter into an agreement with Mono

1 County, attached as Exhibit C and incorporated herein by reference, wherein they agree
2 to take full responsibility for all associated costs and maintenance of the Transportation
3 Art project throughout its lifespan, including but not limited to, payment of artist's fees,
4 materials and supplies, maintenance costs, administrative and permit fees, and timely
5 graffiti removal, restoration, and, if necessary, removal of the Transportation Art; and

6 **WHEREAS**, installation of the Transportation Art is slated to begin in July 2016,
7 and the estimated timeframe for commencement and completion of the installation is
8 4-6 weeks;

9 **NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of
10 Supervisors as follows:

11 **SECTION ONE:** The County Administrative Officer is hereby authorized to
12 execute, on behalf of Mono County, the Memorandum of Understanding between Mono
13 County and David and Amanda Carmichael set forth as Exhibit C.

14 **SECTION TWO:** The County Administrative Officer is hereby authorized to
15 execute, on behalf of Mono County, the Maintenance Agreement between Mono County
16 and Caltrans included as Attachment B to Exhibit C

17 **SECTION THREE:** The Community Development Director or his designee is
18 authorized to execute and submit the application on behalf of Mono County to Caltrans
19 for an encroachment permit for the Transportation Art as described in Exhibit A.

20 **SECTION FOUR:** Mono County shall serve as the encroachment permit holder
21 for so long as the terms and conditions set forth in the MOU (Exhibit C) are complied
22 with.

23 **PASSED, APPROVED and ADOPTED** this ____ day of ____, 2016 by the
24 following vote:

25 AYES:
26 NOES:
27 ABSENT:
28 ABSTAIN:

Fred Stump, Chairman
Mono County Board of Supervisors

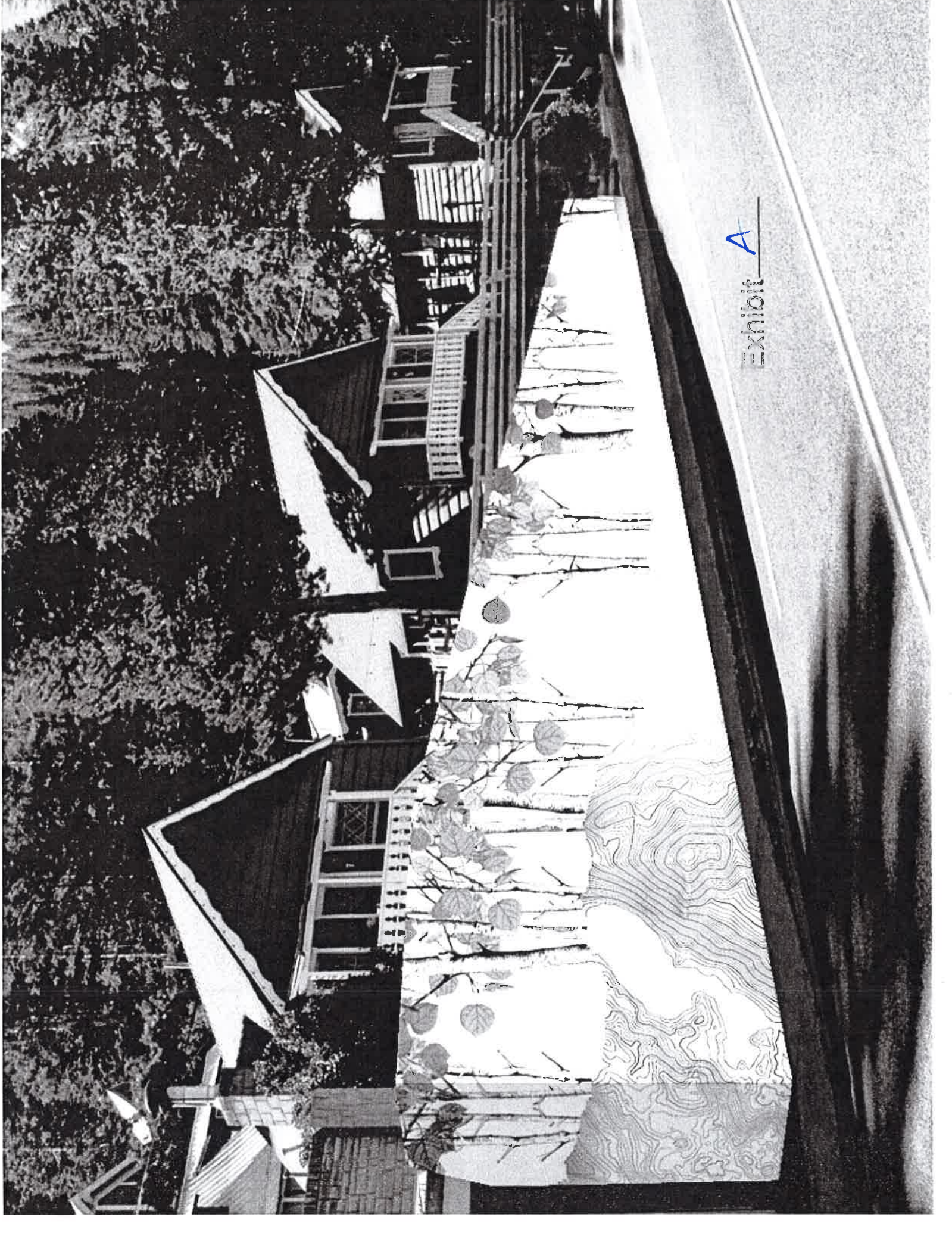
ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Exhibit A



SECTION 9 Transportation Art

ARTICLE 1 General Procedure

Caltrans recognizes the effects of transportation facilities on local communities and encourages integrating these facilities with their surroundings to enhance and reflect the aesthetic, environmental, scenic, and cultural values of the affected community.

Caltrans supports enriching the cultural and visual environment of the transportation system and local communities by facilitating placement of transportation art within the State highway right-of-way.

Transportation art includes graphic or sculptural artwork, either freestanding or placed upon a required engineered transportation feature (such as a noise barrier, retaining wall, bridge, bridge abutment, bridge rail, or slope paving) that expresses unique attributes of a community’s history, resources, or character.

Transportation art is proposed, provided, installed, maintained, and removed or restored by the public agency representing the area in which the art will be installed. The public agency may be a city, county, tribal government or non-federally recognized tribe.

Transportation art, community identification, and gateway monuments compare and contrast as follows:

Figure 29-4 Transportation Art, Community Identification, and Gateway Monuments

	May Include Text	May Include Graphic Images	Freestanding Structure or Sign	Integrated With or Placed Upon a Required Engineered Transportation Feature
Transportation Art	No	Yes	Freestanding or Integrated	Freestanding or Integrated
Community Identification	Yes	Yes	No	Yes
Gateway Monuments	Yes	Yes	Yes	No

Statutory Authority

Authority for Caltrans to control encroachments within the State highway right-of-way and thus transportation art, is contained in the *California Streets and Highways Code*, Chapter 3.

Intellectual Property Rights - Copyright Ownership of Transportation Art

Transportation art located within Caltrans' right-of-way is a benefit to the people of California and will become property of the State. Prior to the installation or placement of the approved transportation art, the artist(s) and public agency must provide Caltrans with an executed and notarized copyright assignment and transfer agreement containing terms and conditions approved by Caltrans. The copyright assignment and transfer agreement assigns, transfers, and conveys the artist's entire rights, title and interest in and to the approved transportation art to Caltrans, including but not limited to, the artist's common law and federal law copyright ownership rights to the approved transportation art.

Artist Disclaimer Statement

The artist must place a disclaimer statement in a conspicuous manner on or in close proximity to the artwork. The disclaimer statement must state that the contents of the artwork solely reflect the views of the artist and do not reflect the official views or policies of Caltrans or the Federal Highway Administration.

Sponsor Recognition

Transportation art may include sponsor recognition such as the name, identifying logo, or symbol of the artist, public agency, and/or financial sponsor(s). The sponsor recognition should be unobtrusive, discreet, and not appear to be an integral part of the artwork. The sponsor recognition may be placed on or adjacent to the transportation art and will not be considered to be "text." Caltrans retains sole discretion for determining the appropriate size, content, colors, and other elements of this recognition. Sponsor recognition must be provided and maintained by the public agency.

Sponsor Recognition Disclaimer Statement

The sponsor recognition must include a disclaimer statement that Caltrans does not endorse the sponsor's products and/or services and that the sponsor's name only appear as a reference as the source of sponsorship. This disclaimer must be placed in a conspicuous manner adjacent to the sponsor's name.

Placement

Transportation art may be either freestanding, or placed upon/integrated with a required engineered transportation feature such as a noise barrier, retaining wall, bridge, bridge abutment, bridge railing, or paved slope.

Freestanding transportation art within the State right-of-way must be placed as far as practical from the traveled way or edge of roadway, while still remaining visible. The proposed location for all transportation art must be reviewed by Caltrans for safety and environmental considerations prior to approval.

Transportation art that is freestanding is considered to be a discretionary fixed object. See *Highway Design Manual* Topic 309 – Clearances, for the minimum required horizontal clearances for transportation art.

Transportation Art Requirements

Proposed transportation art must:

- include graphics or sculptural artwork that expresses unique attributes of a community's history, resources, or character.
- be a freestanding structure or sign, or integrated with or placed upon a required engineered transportation feature.
- not make use of or simulate colors or combinations of colors usually reserved for official traffic control devices described in the *California Manual on Uniform Traffic Control Devices*.
- not create a distraction to transportation system users. For example, it should be large enough to interpret at highway speed, but not be so large that it demands attention from the motorist.
- not include illumination (such as blinking or intermittent lights) that impairs the vision of or distracts transportation system users. Other lighting may be permitted. Lighting may be allowed on existing structures only when approved by Headquarters Division of Maintenance-Structure Maintenance and Investigations.

- be located where required maintenance can be safely performed as specified in the encroachment permit, the maintenance agreement, and in conformance with Caltrans' procedures.
- be appropriate to its proposed setting.
- be in proper scale with its surroundings.
- be composed of materials that are durable for the projected lifespan.
- be fully funded for design, installation, maintenance, restoration, and removal by others for its projected lifespan.
- conform to provisions of the *California Outdoor Advertising Act*.
- not imitate, obscure, or interfere with traffic control devices.
- not interfere with airspace above the roadway.
- not be placed within State highway right-of-way upon trees, rocks or other natural features.
- not adversely affect existing structures, drainage patterns or stormwater runoff quality, landscaping, natural vegetation.
- not include reflective or glaring surface finishes.
- not include moving elements (kinetic art) or simulate movement.
- not restrict sight distance.
- not display symbols or icons such as flags, logos, or commercial symbols, except as allowed in Sub-article "Intellectual Property Rights - Copyright Ownership of Transportation Art."
- not display text that makes special interest, private, religious, or political statements, or includes business names, trade names, jingles, or slogans.
- be designed to minimize ongoing maintenance needs. Caltrans-approved protective graffiti coatings may be required if appropriate.
- be consistent with Headquarters Division of Maintenance-Structure Maintenance and Investigations inspection requirements, including the following:
 - Paint used on structures should not fill or obscure cracks. Latex or other flexible type paints may be used on concrete structures only with written permission from the Headquarters Division of Maintenance-Structure Maintenance and Investigations.
 - Painting of steel structures will only be permitted with written permission from the Headquarters Division of Maintenance-Structure Maintenance and Investigations.
 - Painted art on concrete structures should avoid load-carrying, stress-bearing structural members, including, but not limited to bridge girders, soffits, columns, and piers. Wing walls and abutments are preferred locations for painted art.
 - Artwork must not impair the necessary inspection of bridges, retaining walls, and other structures.

- To facilitate Caltrans' inspection access to structures, mural art may be placed on removable panels.
- Chipping, blasting, or in any way modifying existing concrete surfaces is prohibited, unless required for inspection by Headquarters Division of Maintenance-Structure Maintenance and Investigations.

Additional guidance for placing transportation art on highway bridge structures is available from Headquarters Division of Engineering Services-Structure Design, Office of Transportation Architecture.

ARTICLE 2 Responsibilities

Administrative Responsibilities

Headquarters

The Headquarters Division of Design-Landscape Architecture Program Deputy Division Chief:

- appoints a Headquarters Transportation Art Coordinator.
- maintains and disseminates policy and procedures for the Transportation Art Program.
- monitors district performance and provides quality assurance of program guidelines.
- reviews proposals for conformance with policy and for statewide consistency.

The Division of Traffic Operations, Office of Encroachment Permits & Engineering Support Chief:

- develops forms and special provisions for the Transportation Art Program.
- maintains and clarifies encroachment permit policies and procedures.

The Division of Engineering Services-Structure Design, Office of Transportation Architecture and Division of Maintenance-Structure Maintenance and Investigations:

- maintain guidelines for structural and architectural design and structure maintenance to facilitate the placement of transportation art on highway bridge structures.
- approve any exceptions to the guidelines for structural and architectural design and structure maintenance.

District

The District Director:

- administers the transportation art program in accordance with these guidelines.
- designates a district transportation art coordinator.
- approves qualified final transportation art proposals.

The district transportation art coordinator:

- acts as the single focal point to qualify, process, and evaluate transportation art submittals by public agencies.
- facilitates and coordinates the placement of authorized transportation art within the transportation right-of-way.
- notifies the Headquarters Transportation Art Coordinator of permit approval and construction completion.
- prepares annual summary reports and submits them to the Headquarters Division of Design-Landscape Architecture Program Deputy Division Chief.
- reviews transportation art proposals for:
 - documented community acceptance.
 - compliance with State and federal regulations and Caltrans' guidance.
 - adequately planned and resourced maintenance of the transportation art by the public agency.
 - safety and liability issues for Caltrans, the public agency, and the public.
- submits final transportation art proposals to the Headquarters Division of Design-Landscape Architecture Program Deputy Division Chief.

The district permit engineer:

- forwards the qualified final submittal to the Headquarters Division of Design, Office of Project Support, to obtain written approval from FHWA if the proposal is on an Interstate highway.
- ensures a maintenance agreement has been executed prior to issuance of the encroachment permit.
- ensures a copyright assignment and transfer agreement is executed prior to issuance of the encroachment permit.
- issues the encroachment permit to the public agency.
- monitors and enforces permit and maintenance agreement requirements for the maintenance, restoration, or removal of transportation art.
- inspects the transportation art construction.

- notifies the district transportation art coordinator of permit approval and construction completion.

Financial Responsibilities

Transportation art is solely funded by the public agency. All costs for proposed transportation art design, construction, access for maintenance, maintenance, and removal, if required, shall be the responsibility of the public agency and stipulated in detail in the preliminary and final transportation art submittals.

Caltrans assumes the administrative costs associated with reviewing transportation art proposals, and developing, issuing, and monitoring the encroachment permit and maintenance agreement for approved transportation art projects. All other costs, including labor, materials, supplies, and traffic control (if required) for design, engineering, testing, construction, installation, maintenance, restoration, and removal of the transportation art shall be the responsibility of the public agency.

Caltrans may require the public agency to provide bonds or other means to ensure maintenance, restoration, and removal of the transportation art.

Maintenance Responsibilities

Transportation art must be kept clean, free of graffiti, and in good repair. The public agency must provide regularly scheduled maintenance as described in the maintenance agreement for its projected lifespan, including graffiti removal and restoration work necessary to maintain the integrity of the transportation art. Graffiti removal shall conform to Caltrans' policies and guidelines, which require prompt removal of offensive messages and timely removal of all other graffiti. Caltrans graffiti removal policy is described in *Deputy Directive DD-39-R1 – Graffiti Prevention and Removal* and Volume 1, Chapter D1 of the *Maintenance Manual*.

A maintenance agreement for the care and upkeep of the transportation art by the public agency must be executed between the public agency and Caltrans. Maintenance shall be performed by the public agency as stipulated in the agreement. Worker access to perform maintenance required by transportation art should be from outside the highway right-of-way whenever possible.

Caltrans will not provide maintenance of transportation art, but may perform maintenance activities in the area, such as litter pickup and other activities associated with normal transportation facility maintenance. Any maintenance activities required

adjacent to the transportation art that are over and above what Caltrans would normally provide must be described in the encroachment permit, maintenance agreement, or cooperative agreement and identified as a responsibility of the public agency.

If the public agency fails to maintain the transportation art as provided in the maintenance agreement, Caltrans may perform the maintenance at the public agency's expense, or direct the public agency to remove the transportation art at the public agency's expense.

When notified by Caltrans, the public agency shall remove any transportation art that creates a maintenance or operational concern. If the public agency does not remove the transportation art in a timely manner, Caltrans may remove the transportation art and bill the public agency for the costs involved.

Caltrans reserves the right to immediately remove or alter transportation art due to emergency, construction, restoration, or other necessary activities affecting the transportation facility.

ARTICLE 3 Project Development Process

Processing Transportation Art Proposals

A transportation art proposal is typically developed by the public agency (such as the responsible city or county, tribal government, or non-federally-recognized tribe) that has jurisdiction over the area where the transportation art will be placed. Public agencies should contact the Caltrans district transportation art coordinator to develop a qualified final proposal for submittal to the District Director for approval, and then processed as an encroachment permit.

Transportation art included as part of a capital improvement project, will be reviewed and approved through Caltrans project development process, and as directed within these guidelines.

Preliminary Proposal Review

Public agencies seeking approval of transportation art must first submit a preliminary proposal to the Caltrans district transportation art coordinator. The coordinator reviews the preliminary proposal for safety, aesthetics, maintenance accessibility, message, and proper fit within the context of the transportation corridor. The

preliminary proposal will be returned to the public agency for revision if Caltrans recommends changes at any time before final approval.

Preliminary proposals must consist of plans, specifications, artist renderings, and other necessary documents prepared by a licensed landscape architect, architect, professional engineer, or artist, as appropriate and include:

- A written evaluation of alternate locations outside the highway right-of-way for proposed freestanding transportation art
- A resumé of the artist’s work and background
- A full description of the proposed transportation art, including a model or scaled plans, elevations, sections and details necessary to convey location, view from all sides, materials, and construction or installation methods. Caltrans may furnish site data as required
- Plans and details stamped by a licensed engineer if the proposal includes freestanding art, new structures, or modification of existing Caltrans’ structures
- Proposed location, showing existing topography, and dimensions and offsets to right-of-way lines, edge of pavement, centerline, and the clear recovery zone
- Proposed color scheme, paint or stain materials, or protective coatings
- Required environmental documentation
- Material safety data sheet for proposed materials
- Proposed lighting
- Specifications
- Proposed traffic control plans and specifications
- Proposed cost estimate
- Proposed construction schedule
- Projected lifespan
- Proposed maintenance access plan
- Preliminary maintenance agreement, including maintenance schedule

After receiving the preliminary proposal, the district transportation art coordinator reviews the submittal for compliance with safety requirements (clear recovery zone setback, visibility, maintenance access, and highway operations), and compatibility with transportation corridor character and aesthetics. The district transportation art coordinator may advise the public agency of constraints or other concerns, solicit additional documentation or exhibits, or may request changes to the scope of work. The public agency must address all comments, make appropriate revisions, and

resubmit the proposal to the district transportation art coordinator for review as a qualified preliminary proposal.

Upon acceptance of a qualified preliminary proposal, the district transportation art coordinator circulates the proposal for evaluation of potential conflicts with gateway monuments and community identification. District design, traffic operations, environmental, maintenance, right-of-way, and other appropriate functional units also evaluate the preliminary proposal and identify concerns or provide suggestions for compliance with Caltrans' policies. Proposals that involve freestanding art, new structures, or modification of existing Caltrans' structures must also be circulated to Headquarters Division of Maintenance-Structure Maintenance and Investigations, and/or Headquarters Division of Engineering Services-Structure Design, Office of Transportation Architecture.

The district transportation art coordinator also determines whether preparation of a permit engineering evaluation report (PEER) will be required, taking into consideration highway operation, maintenance, and tort liability.

Upon completion of district circulation, the district transportation art coordinator provides review comments to the public agency and asks them to make the required revisions. After completion of revisions, the package is resubmitted by the public agency to the district transportation art coordinator as a qualified final proposal. The qualified final proposal should then be processed by the public agency for community review.

Community Review and Public Agency Resolution

Prior to final proposal review by Caltrans, the public agency must document local support for the proposal. Working with the district transportation art coordinator, the public agency will determine an appropriate method of community review, ranging from a signed petition to conducting noticed public meetings. The public agency will secure and document community acceptance, ensuring that those most affected have been provided the opportunity to express either support or opposition to the final proposal. After securing public acceptance, the public agency shall issue an adopted resolution or other official document recommending approval of the proposed design of the transportation art and requesting installation within the highway right-of-way. This resolution or document must describe the public agency's:

- jurisdiction over the area of the project site.

- approval of the transportation art.
- funding responsibility.
- commitment to regular scheduled maintenance of the transportation art throughout its projected lifespan, including timely graffiti removal, restoration, and removal of the transportation art as required.
- proposed schedule for commencing and completing project installation.

Final Proposal Review

The district transportation art coordinator will review the qualified final proposal, including the maintenance agreement, and documentation of local support to verify that all previous comments have been addressed and will forward the proposal to the District Director for approval.

District Director Review

The District Director will review the qualified final proposal for community acceptance, compliance with State and federal regulations, and Caltrans' guidance, adequacy of maintenance resources, and safety and liability issues for Caltrans, the public agency, and the public.

District Director approval of a transportation art proposal is made with due consideration to safety (location, potential for motorist distraction, and accessibility for maintenance), aesthetics, community support, and maintainability. Once approved, no changes shall be made without prior written approval of the District Director.

After District Director approval, the district transportation art coordinator advises the public agency to submit the proposal to the district permit engineer for processing as an encroachment permit.

Encroachment Permit Process

Approved transportation art proposals are processed as an encroachment permit as per the *Encroachment Permits Manual*, Section 500.2 and Appendix B.

After Construction

After construction is complete, the district transportation art coordinator sends a copy of the transportation art proposal, approval documents, permit, and as-built information to the Headquarters Transportation Art Coordinator.

Exhibit C

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MONO AND DAVID AND AMANDA CARMICHAEL GOVERNING THE INSTALLATION AND MAINTENANCE OF TRANSPORTATION ART LOCATED AT 2733 HIGHWAY 158 IN JUNE LAKE

WHEREAS, David and Amanda Carmichael (the “Carmichaels”) are the owners of the June Lake Pines Motel, located at 2733 Highway 158; and

WHEREAS, the Carmichaels have requested Mono County’s assistance in installing a mural (the “Transportation Art” or “Art”) on the large concrete retaining wall abutting their June Lake property and illustrated in the Art Proposal (“Proposal”) attached to this Memorandum of Understanding (MOU) as Attachment A and incorporated herein by reference; and

WHEREAS, the retaining wall is located within the unincorporated area of the County; and

WHEREAS, the retaining wall is within the Caltrans’ right-of-way and therefore an encroachment permit is required before the Carmichaels may install the Transportation Art; and

WHEREAS, Caltrans will not issue an encroachment permit to a private land owner such as the Carmichaels, but will only issue such permits to a public agency such as the County; and

WHEREAS, the June Lake Citizens Advisory Committee and over 100 June Lake residents have expressed support for the Carmichael’s Transportation Art, and the Art furthers the public purpose of beautifying downtown June Lake, attracting businesses and visitors, and enhancing June Lake’s economy;

WHEREAS, the County would like to assist the Carmichaels in installing the Art and is willing to apply for, and serve as the permittee for the encroachment permit, in accordance with the terms and conditions set forth in this MOU and with the intention that the Carmichaels will be responsible for all County obligations outlined in the Caltrans Maintenance Agreement, which is attached to this MOU as Attachment B and incorporated herein by reference;

NOW, THEREFORE, MONO COUNTY AND DAVID AND AMANDA CARMICHAEL AGREE AS FOLLOWS:

1. In consideration of the promises made by the Carmichaels set forth below, and subject to the terms of this MOU, the County agrees to submit and execute

Exhibit C

an encroachment permit application to Caltrans for installation of the Transportation Art, as outlined in the Proposal. If the permit is issued, the County will serve as the permittee for so long as the permit is in effect and the terms and conditions of this MOU are complied with.

2. If the encroachment permit (and the Transportation Art) is approved by Caltrans, the Carmichaels will retain Jane Kim, of Ink Dwell, to install the Transportation Art as illustrated in the Proposal. The Carmichaels shall be solely responsible for ensuring that the Transportation Art meets all applicable State and County laws and regulations including, but not limited to, the Transportation Art program guidelines contained in Chapter 29, Section 9, of the Caltrans Project Development Procedures Manual, which is attached to this MOU as Exhibit B and incorporated by this reference, and the encroachment permit.

3. The Carmichaels shall be solely responsible for any and all costs of or associated with the Transportation Art project, throughout its lifespan, including but not limited to, payment of artist's fees, commissions, and travel expenses; payment of any and all claims or damages owed to the artist or to any other person or entity arising out of or related to the Art, and payment of the cost of all necessary materials, supplies, maintenance costs, and administrative or permit fees or costs.

4. The Carmichaels shall be solely responsible for the continued maintenance and upkeep of the Transportation Art, and shall ensure that it remains in good condition and in compliance with all applicable State and County laws and regulations including the guidelines contained in Exhibit B and the encroachment permit. Maintenance includes, but is not limited to, performing timely graffiti removal, cleaning, restoring, and, if necessary, removing the Transportation Art in the event the parties agree that removal is necessary or in the event removal is required by Caltrans or the County.

5. If the Transportation Art falls out of compliance with any applicable laws, permits or regulations mentioned herein, the Carmichaels shall remedy the noncompliance within 60 days of receipt of notice of the noncompliance or within such shorter period of time as may be required by Caltrans. If said noncompliance is not remedied within the applicable time period, the Transportation Art shall be removed in accordance with Paragraph 6 below.

6. **WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000

Exhibit C

per occurrence for all employees engaged in services or operations under this Agreement. The County of Mono, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

7. INSURANCE.

- A. General Liability. The Carmichaels shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed by the Carmichaels under this Agreement. Such policy shall have a per occurrence combined single limit coverage of not less than one million dollars (\$1,000,000). Such policy shall not exclude or except from coverage any of the services and work required to be performed by the Carmichaels under this Agreement. The required policy 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, the Carmichaels shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 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 30 days written notice to the County.
- B. Subcontractors. The Carmichaels 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 Carmichaels.
- C. Unemployment, Disability, and Liability Insurance. The Carmichaels shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Carmichaels in performing work associated with this Agreement.

7. The Carmichaels shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and

Exhibit C

attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by the Carmichaels, or the Carmichaels' agents, officers, or employees. The Carmichaels' obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. The Carmichael's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Carmichael's, 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 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 and shall survive any termination or expiration of this Agreement.

8. This MOU shall take effect when it is signed by authorized representatives of the County and the Carmichaels. It shall remain in effect until terminated by the complete removal of the mural and termination of the encroachment permit as authorized by Caltrans.

9. This MOU may be amended by a writing signed by authorized representatives of the County and the Carmichaels.

10. This MOU shall be administered on behalf of the County and the Carmichaels by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

Mono County:

Scott Burns
Community Development Director
PO Box 347
Mammoth Lakes, CA 93546
760.924.1800
sburns@mono.ca.gov

The Carmichaels:

David & Amanda Carmichael
PO Box 667
June Lake, CA 93529

By the signatures of their authorized representatives appearing below, Mono County and David and Amanda Carmichael agree to perform and abide by the terms of this MOU.

Mono County

The Carmichaels

Exhibit C

By: _____
Leslie Chapman, CAO

By: _____
David Carmichael

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

By: _____
Amanda Carmichael

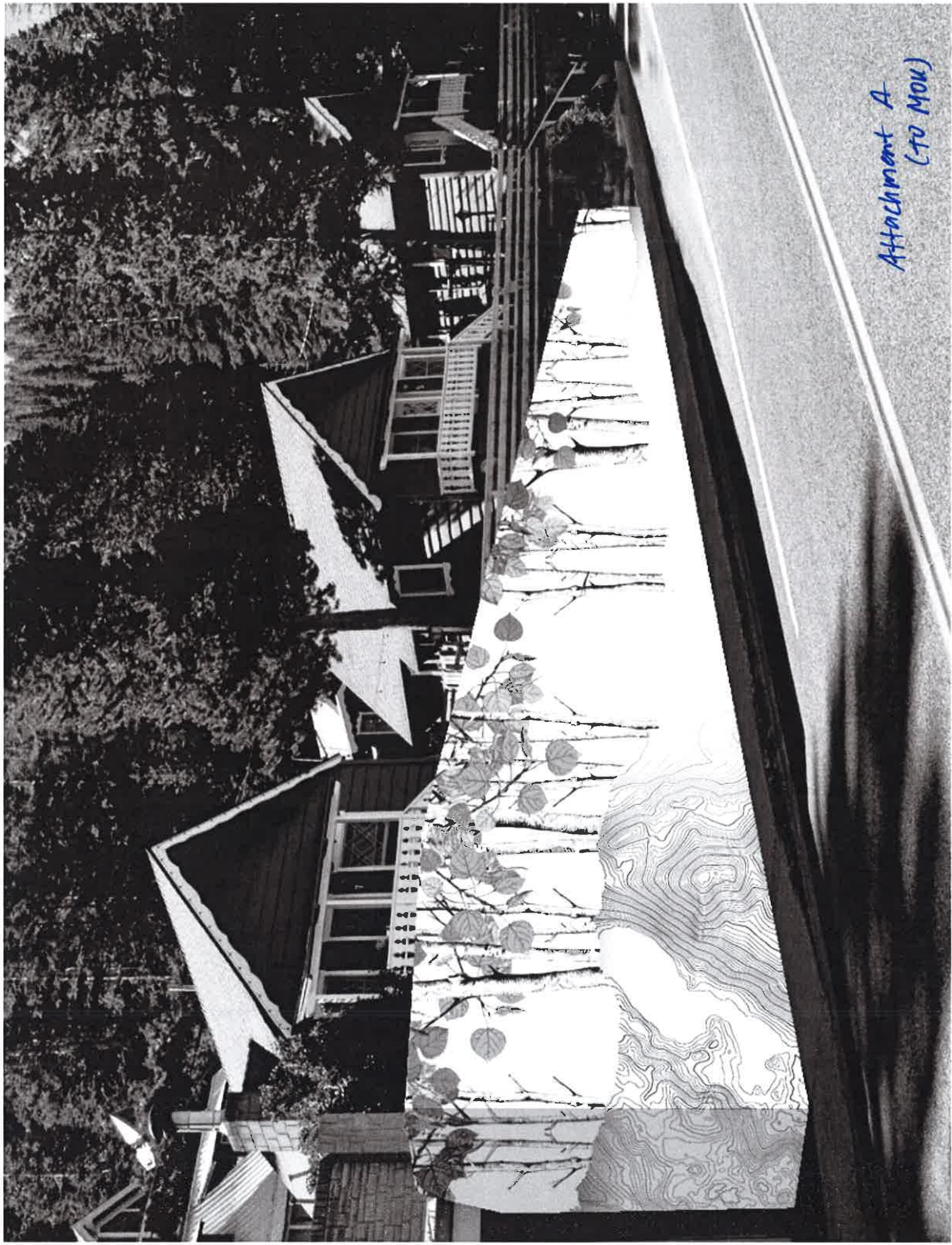
Dated: _____

APPROVED FOR RISK MANAGEMENT:

By: _____

Dated: _____

Attachment A
(to MOW)



**PROJECT SPECIFIC MAINTENANCE AGREEMENT
FOR TRANSPORTATION ART IN THE COUNTY OF MONO**

THIS AGREEMENT is made effective this _____ day of _____, 20___, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the COUNTY of Mono; hereinafter referred to as “COUNTY” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. WHEREAS, PARTIES desire to work together to allocate their respective obligation relative to transportation art within STATE’s right of way under Permit Number 0916-NAP-XXXX; and
2. WHEREAS, this Agreement addresses COUNTY responsibility for the Transportation Art placed within the State Highway right of way on State Route 158, on a retaining wall, as shown on Exhibit A, attached to and made a part of this Agreement; and
3. WHEREAS, the PARTIES hereto mutually desire to clarify the division of maintenance responsibility as defined in Section 27 of the California Streets and Highway Code that include, but are not limited to providing emergency repair and maintenance (collectively hereinafter “MAINTAIN/MAINTENANCE”) of ARTWORK at the location as shown on said Exhibit A.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, COUNTY and STATE agree as follows:
 - 1.1. When a change to this agreement is necessary, PARTIES will execute a formal amendment in writing by and through their authorized representatives.
2. COUNTY’s obligations hereunder, at COUNTY expense, include the following:
 - 2.1. COUNTY shall install, or contract authorizing artists to install, and thereafter shall MAINTAIN ARTWORK conforming to those plans pre-approved by STATE.

- 2.2. COUNTY shall submit the final form of the plans for ARTWORK to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE's right of way. All proposed ARTWORK must meet STATE's standards.
- 2.3. COUNTY shall ensure ARTWORK is provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance. COUNTY shall coordinate said MAINTENANCE with STATE prior to the start of any work.
- 2.4. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
- 2.5. COUNTY and COUNTY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
- 2.6. COUNTY shall replace or repair damaged ARTWORK when observed or within 30 calendar days of being notified in writing by STATE.
- 2.7. COUNTY shall remove ARTWORK and restore STATE owned areas to a safe and attractive condition acceptable to STATE, in the event this Agreement is terminated as set forth herein.
- 2.8. COUNTY shall expeditiously MAINTAIN, replace, repair, remove, or restore ARTWORK if it has become unsightly.
- 2.9. COUNTY shall MAINTAIN all ARTWORK within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at COUNTY expense. MAINTENANCE includes, but is not limited to, restoration or replacement of damaged ARTWORK, and the removal of dirt, debris, graffiti, and any deleterious item or material on ARTWORK in an expeditious manner.
- 2.10. COUNTY shall operate and MAINTAIN curb, gutter, and sidewalk. MAINTENANCE includes, but is not limited to, restoration or replacement of damaged, curb, gutter, and sidewalk, removal of debris such as cinders and litter, and removal of snow and ice. Snow and ice removed from the sidewalks may be placed onto the shoulder.
- 2.11. All work by or on behalf of COUNTY will be done at no cost to STATE.
- 2.12. COUNTY shall remove ARTWORK whenever, in the opinion of STATE, it creates a maintenance or operational concern. In the event COUNTY fails to remove ARTWORK in a timely manner, STATE may remove ARTWORK thirty (30) calendar days following written notification to COUNTY, and STATE will bill

- 2.13. COUNTY for all costs of its removal and for the restoration of STATE owned areas to their original condition.
 - 2.14. COUNTY is required to obtain from Artist or any party it contracts with the Transportation Art an assignment of all copyright interest in the Transportation Art.
 - 2.15. COUNTY shall maintain all rights and obligation under this agreement with Artists or any party it contracts with for transportation art in order to fulfill COUNTY's obligation under this Agreement. These rights and obligation include, but are not limited to, the ability to repair or restore ARTWORK, remove ARTWORK, and clean ARTWORK.
3. STATE shall have the following obligation and rights under this Agreement:
- 3.1. Provide COUNTY with timely written notice of unsatisfactory conditions that require correction by the COUNTY. However, the non-receipt of notice does not excuse COUNTY from MAINTENANCE responsibilities assumed under this Agreement.
 - 3.2. Issue encroachment permits to COUNTY and COUNTY contractors at no cost to them.
 - 3.3. Reserve the right to remove ARTWORK or alter parts thereof due to emergency, construction, rehabilitation, or other necessary activities affecting these transportation facilities without any obligation, compensation to, or approval of COUNTY.
 - 3.4. STATE will not be responsible for the cost of any maintenance, repair, restoration or replacement of ARTWORK which is damaged by anything STATE does or does not do in the course of normal highway operations and activities. STATE will not be responsible for any damages caused by any vandalism or accidents on the roadway.
 - 3.5. STATE shall MAINTAIN the traveled way, and shoulders within the STATE right-of-way. MAINTENANCE includes, but is not limited to, removal of snow and ice from the traveled way and shoulder.
4. LEGAL RELATIONS AND RESPONSIBILITIES
- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

- 4.2. If during the term of this Agreement, COUNTY should cease to MAINTAIN ARTWORK to the satisfaction of STATE as provided by this Agreement, STATE
 - 4.3. may either undertake to perform that MAINTENANCE on behalf of COUNTY at COUNTY's expense or direct COUNTY to remove or itself remove ARTWORK at COUNTY's sole expense and restore STATE's right of way to its prior condition. COUNTY hereby agrees to pay said STATE expenses, within thirty (30) calendar days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing ARTWORK, STATE will provide written notice to COUNTY to cure the default and COUNTY will have thirty (30) calendar days within which to affect that cure.
 - 4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.
5. PREVAILING WAGES:
- 5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
 - 5.2. Requirements in Subcontracts - COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY's contracts
6. SELF-INSURED - COUNTY is self-insured. COUNTY agrees to deliver evidence of self-insured coverage in a form satisfactory to the STATE, along with a signed copy of the Agreement. All Insurance coverage provided under this Agreement will comply with the provisions of the current CALTRANS Standard Specifications.

- 6.1. SELF-INSURED using Contractor - If the work performed on this Project is done under contract COUNTY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$2 million per occurrence, \$2 million in aggregate and \$5 million in excess liability. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

7. TERMINATION - This Agreement may be terminated by timely mutual written consent by the PARTIES. STATE may also elect to terminate this Agreement due to COUNTY's failure to comply with the Agreement.

8. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE COUNTY OF MONO

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MALCOLM DOUGHERTY
Director of Transportation

Initiated and Approved

By: _____
Chief Administrative Officer

By: _____
Brent Green
District 9 Director

Approved as to Form

As to Form and Procedure:

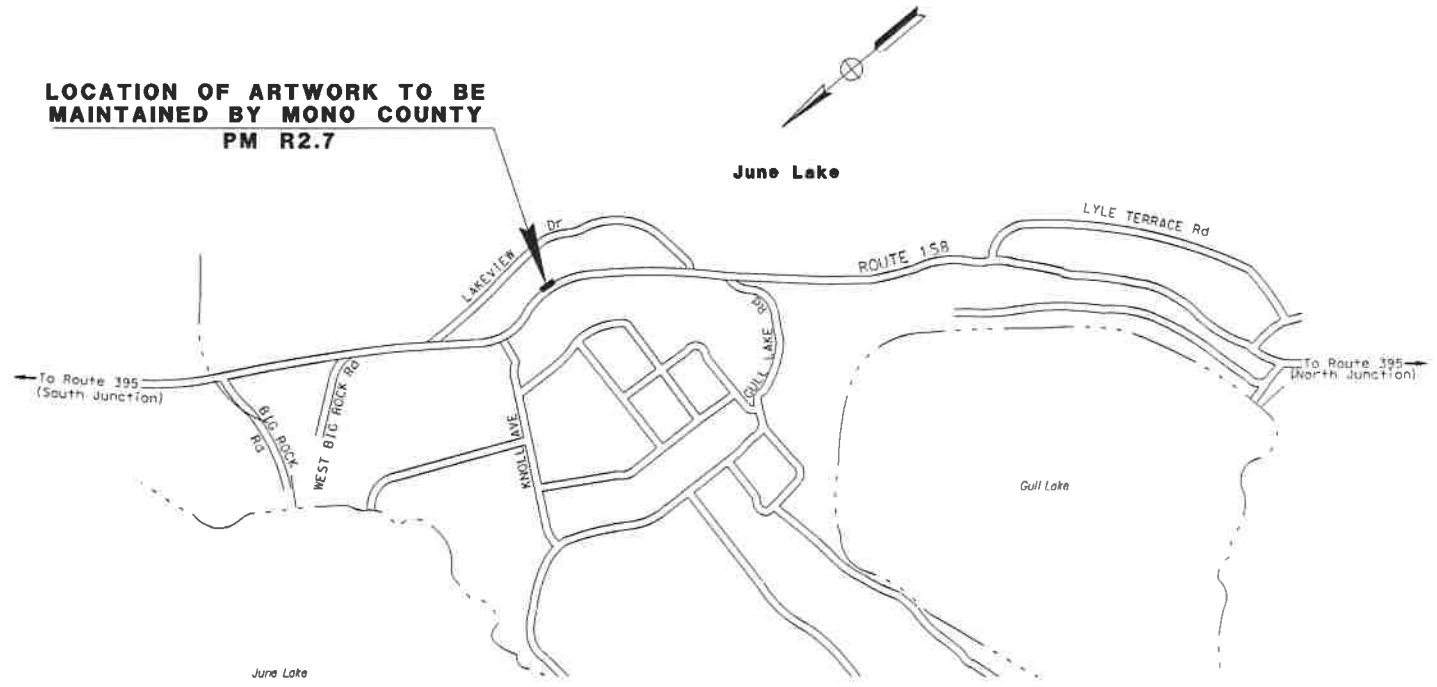
By: _____
County Counsel

By: _____
Legal Attorney
Department of Transportation

Approved as to Risk Management

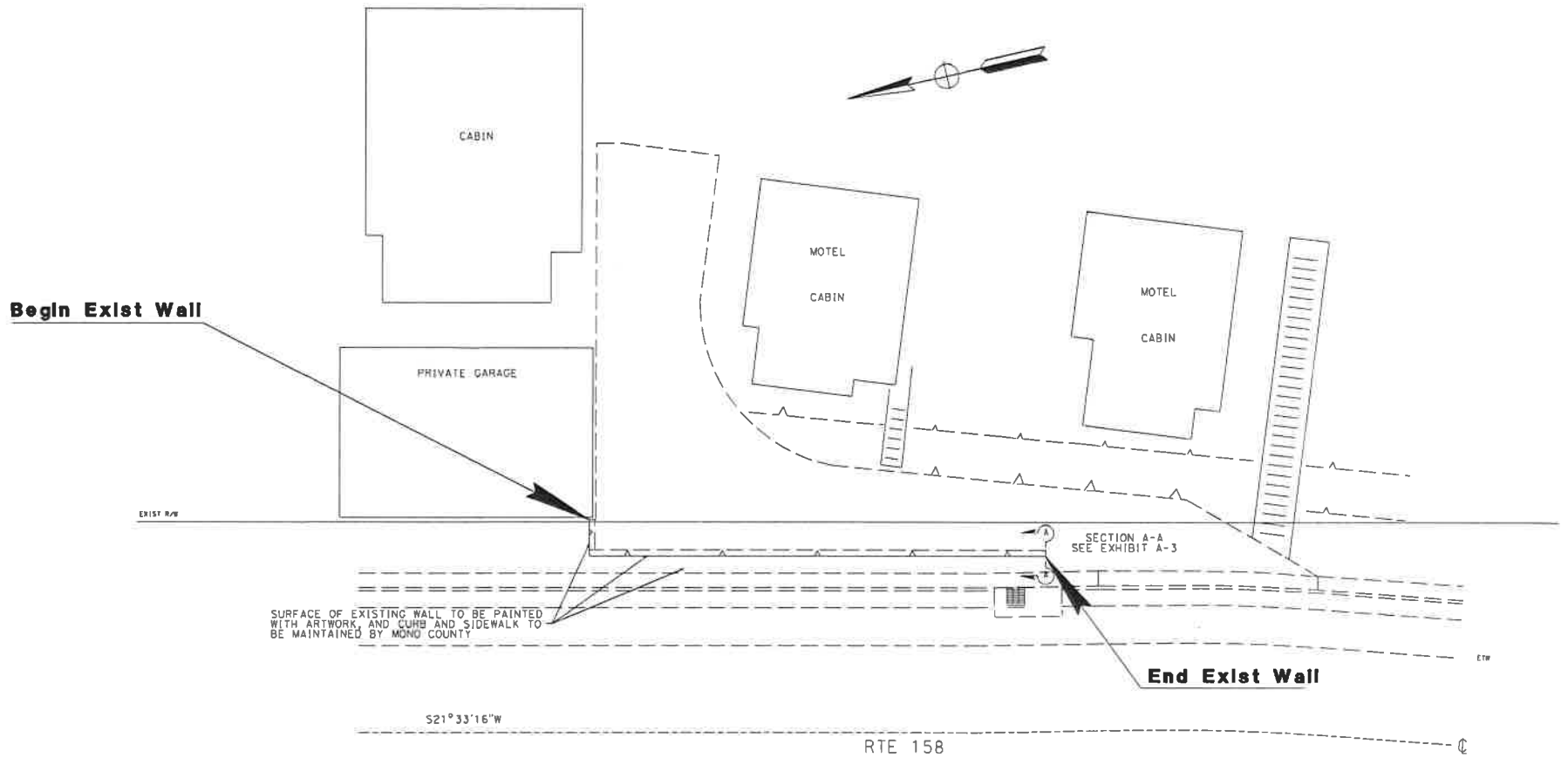
By: _____
Risk Manager

**LOCATION OF ARTWORK TO BE
MAINTAINED BY MONO COUNTY
PM R2.7**



**SR-158 TRANSPORTATION ART - MONO COUNTY
PROJECT SPECIFIC AGREEMENT
OVERVIEW
EXHIBIT A-1**

NO SCALE



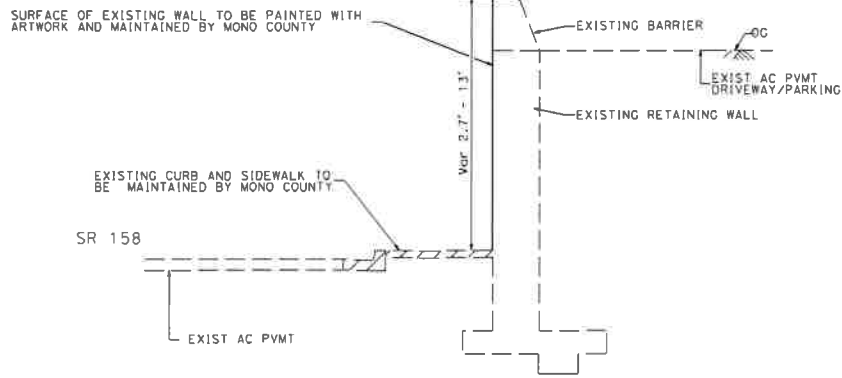
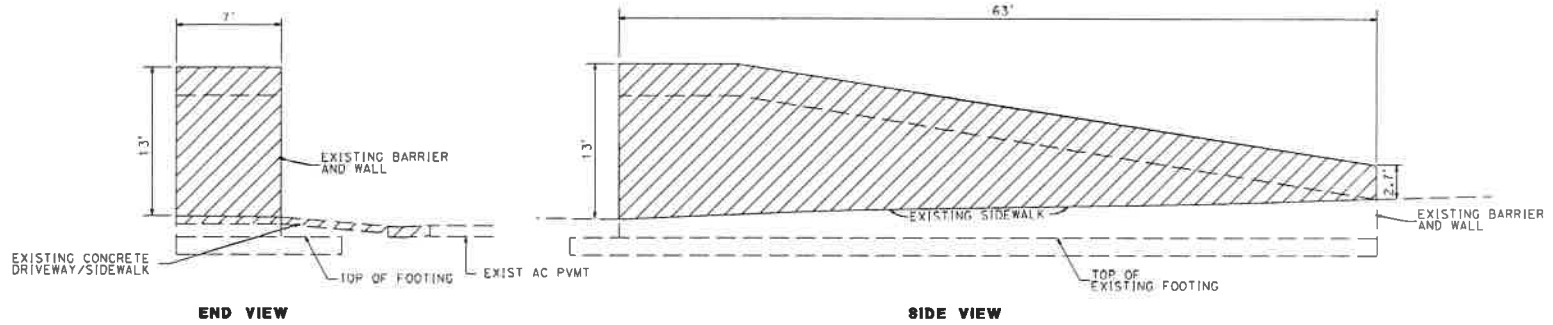
PLAN VIEW

NO SCALE

**SR-158 TRANSPORTATION ART - MONO COUNTY
PROJECT SPECIFIC AGREEMENT
EXHIBIT A-2**

LEGEND

 = SURFACE OF WALL TO BE PAINTED WITH ARTWORK, AND CURB AND SIDEWALK TO BE MAINTAINED BY MONO COUNTY



NO SCALE



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2016

Departments: CAO/IT

TIME REQUIRED

SUBJECT Appoint CAO or Designee as the
Mono County Representative on the
California Broadband Cooperative

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Appointment of the County Administrative Officer or designee as the Mono County Representative to the California Broadband Cooperative.

RECOMMENDED ACTION:

Appoint the Mono County Administrative Officer or Designee as Mono County's representative to serve as a Class A Director of the California Broadband Cooperative, replacing the County's current designee Nate Greenberg.

FISCAL IMPACT:

None

CONTACT NAME: Leslie Chapman

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

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff report</p>

History

Time

Who

Approval

6/10/2016 6:33 AM	County Administrative Office	Yes
6/10/2016 8:58 AM	County Counsel	Yes
6/10/2016 8:47 AM	Finance	Yes

a



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Leslie L. Chapman
County Administrative Officer

June 14, 2016

To: Honorable Board of Supervisors

From: Leslie Chapman, CAO

Subject:

Assignment of CAO or designee as the Mono County Representative to the California Broadband Cooperative

Discussion:

Staff is recommending replacing Nate Greenberg, IT Director, as the County's representative to the CBC Board of Directors with "CAO or Designee". While it is anticipated that Nate Greenberg will continue to be the main County representative on the CBC Board because of his expertise in broadband and internet services, this change will provide more flexibility in Mono County's participation in the cooperative that serves our region. For example, this change will allow a Mono County representative to attend meetings if Mr. Greenberg is unavailable, and the County will have the ability to provide additional areas of expertise thereby increasing Mono's value to the CBC Board.

Recommended Action:

Appoint Mono County Administrative Officer or Designee as Mono County's representative to serve as a Class A Director of the California Broadband Cooperative, replacing the County's current designee Nate Greenberg.

Fiscal Impact: None



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Letter from USDA regarding
Motorized Transportation System
Modification Project

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Correspondence from the USDA dated May 23, 2016 regarding the Motorized Transportation System Modifications project.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter dtd 5-23-16

History

Time

Who

Approval

File Code: 1950
Date: May 23, 2016

Dear Interested Party,

The Mono Lake and Mammoth Ranger Districts of the Inyo National Forest is conducting environmental analysis for the Motorized Transportation System Modifications project, and are seeking comments. The draft Environmental Assessment is now available for review.

The Motorized Transportation System Modification project would make minor changes to the motorized road and trail system in twelve areas ranging from Mono Lake in the North to Doe Ridge in the South. The project proposes to add approximately 11 miles of motorized roads and trails to the National Forest Transportation System (NFTS), remove 3 miles of roads and trails from the NFTS, as well as change which motorized vehicle types are allowed on about 4 miles of NFTS route.

The Environmental Assessment is available in hard copy format or can be viewed on the Inyo National Forest website at <http://www.fs.fed.us/nepa/fs-usda-pop.php/?project=44720>. To obtain a copy of the proposed action please contact Marty Hornick, Inyo National Forest Trails Coordinator, 351 Pacu Ln., Bishop, CA, by phone at (760)873-2461 or by email at mhornick@fs.fed.us.

This project is subject to comment pursuant to 36 CFR 218, Subparts A and B. Only those who submit timely project-specific written comments during a designated opportunity for public comment are eligible to file an objection. Furthermore, issues raised in objections must be based on previously submitted specific written comments regarding the proposed project or activity and attributed to the objector, unless the issue is based on new information that arose after the opportunities for comment.

The Forest Service will accept comments on this proposal for 30 days following publication of the opportunity to comment legal notice in the Inyo Register, which is the exclusive means for calculating the comment period. Commenters should not rely upon dates or timeframe information provided by any other source. It is the commenter's responsibility to ensure timely receipt of comments (36 CFR 218.25).

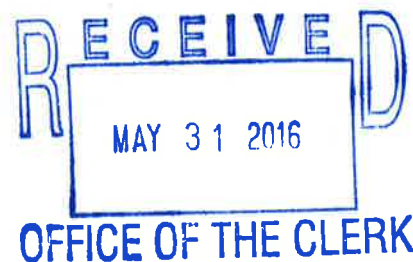
Comments may be: mailed to the Inyo National Forest Supervisor's Office; Attn: Marty Hornick, 351 Pacu Ln., Suite 200, Bishop, CA 93514; delivered to the address shown above during business hours (M-F 8:00am to 4:30pm); or submitted by FAX (760) 873-2458. Electronic comments, in common (.doc, .pdf, .rtf, .txt) formats, may be submitted to: comments-pacificsouthwest-inyo@fs.fed.us with Subject: Transportation System Modifications. Names of commenters will be part of the public record subject to the Freedom of Information Act.

Please contact Marty Hornick, Inyo National Forest Trails Coordinator, at (760)873-2461 or mhornick@fs.fed.us for more specific information about how to provide comments on the project.

Sincerely,



JON C. REGELBRUGGE
District Ranger





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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2016

Departments: Public Works

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Tony Dublino

SUBJECT Conway Ranch 2015 Annual Report and 2016 Operations Plan

AGENDA DESCRIPTION:

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

Receive the Conway Ranch 2015 Annual Report and 2016 Operations Plan, provide any direction to staff.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5453 / tdublino@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Conway Rnach 2015 Annual Report and 2016 Operations Plan</p>

History

Time	Who	Approval
5/30/2016 11:44 AM	County Administrative Office	Yes

6/9/2016 1:49 PM

County Counsel

Yes

6/1/2016 12:57 PM

Finance

Yes

Conway Ranch 2015 Annual Report and 2016 Operations Plan



May 2016

Prepared by:

Mono County Department of Public Works
PO Box 457
Bridgeport, CA 93517



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- I. Introduction
- II. 2015 Public Meetings and Outreach
- III. 2015 Operations
 - a. Irrigation
 - i. Virginia Creek Water Rights
 - ii. Wilson (Mill) Creek Water Rights
 - b. Grazing
 - c. Aquaculture
 - d. CDFW 1600 Streambed Alteration Agreement Requirements
 - e. Enhancements and Maintenance
- IV. 2016 Tentative Operations (numbered in coordination with the Conservation Easement)
 - (1.1) Aquaculture
 - 1.1.a – groundwater extraction
 - (1.2) Livestock grazing
 - (1.3) Irrigation
 - (1.4) Small-scale organic agriculture
 - (1.5) CDFW Streambed Alteration Agreement Requirements
 - (1.6) Noxious plants
 - (1.7) Mono County – Bureau of Land Management Memorandum of Understanding for Collaborative Management of the property
 - (1.8) Southern California Edison Powerhouse Tailrace and associated infrastructure
 - (2) Public access, public recreation, public education, and infrastructure related to such uses
 - (3) Protection of historic resources
 - (4) Any alternate nonprofit or county commercial use of the property other than aquaculture or grazing compatible with protection of conservation values
 - (5) Construction, maintenance, and repair of the property’s roads and trails
 - (6) Communications with funders, lessees, easement holder, and regulatory agencies
 - (7) Restoration, enhancement, and study of natural resources
 - (8) Property restoration upon cessation of aquaculture or livestock grazing operations
 - (9) Any other activities and uses that the County may wish to include which are not otherwise expressly addressed in the conservation easement

Appendices

- A. Property Map with Notes
- B. List of Potential Operational Enhancements and Maintenance
- C. 2015 SCE Lundy Powerhouse Flow Summary
- D. 2015 Conway Ranch Irrigation Log

I. Introduction

2015 was a relatively quiet year at Conway Ranch, with historic irrigation and grazing activities occurring on the property, minor irrigation system improvements, and invasive species eradication comprising the majority of the activities in the ranch.

Aside from the above activities occurring on the ground, 2015 was a year of data collection, information gathering, and planning for the future management of the Ranch. These efforts rose out of a desire to ensure that Conway Ranch is utilized in such a way as to provide the greatest benefit to County residents and visitors, while preserving the conservation values of the property.

Work towards implementing “Phase 2” of the conservation easement also occurred. The County worked to eliminate encroachments onto County property with the intent of including some or all of those properties in the second phase of the easement.

II. Public Meetings and Outreach

The Board of Supervisors considered Conway Ranch issues at two meetings in 2015. The first meeting was the consideration of the 2014 AR and 2015 OP, and the second meeting was to provide staff direction on how to manage the Conway Ranch property in the future. The result of the second meeting was for staff to conduct public outreach and prepare a Strategic Facility Plan for Conway Ranch to guide future improvements to the property.

Strategic Facility Plan Meeting in Lee Vining March 16, 2016



On June 14, 2016, this 2015 AR and 2016 OP was presented to the Mono County Board of Supervisors in a regular meeting.

The Eastern Sierra Land Trust (ESLT) determined that the 2015 OP was in conformance with the Conservation Easement on May 23, 2016.

The annual meeting for the public and agencies to consider the AROP was held on May 11, 2016 in Lee Vining. Some additional comments were received, but none were directed specifically at 2016 Operations or the 2015 Report, so no changes were made to the Final Draft.

III. 2015 Operations

a. Irrigation / Water Rights

2015 irrigation of Conway Ranch was conducted in accordance with the 2015 OP, and was significantly limited by drought conditions. Ponding and over-saturation issues that occurred during 2014 were addressed and occurred less frequently and in fewer areas. Minor improvements were made to irrigation ditches on North Conway and Mattly that enhanced the distribution of water across the meadows. There were severe limitations on available water in 2015, with very little surplus water available. All County water rights, to the available limit, were applied for irrigation and wetland enhancement purposes.

A report of flows provided by SCE is included in Appendix C, detailing flows from the SCE tailrace as well as the Upper Conway Ditch. A log of irrigation during the 2015 season is included as Appendix D. Mill Creek water rights were also gaged at several locations and times throughout the irrigation season by the Mono Lake Committee, and can be obtained by contacting the Mono Lake Committee.

i. Virginia Creek Water Rights

In 2015, due to extremely low flow in Virginia Creek, the County's decreed water right was unavailable for the majority of the irrigation season. Not only did this cause impacts to the irrigable meadow and reduced available feed, but it also had significant impacts to stock watering practices.

The Virginia Creek Diversion (Appendix A, #1) was improved across private property at Conway Summit by the property owner. This improved flow across the property in that portion of the conveyance, but issues remain both above and below the private property. The County has a 6cfs water right but the current conveyance does a poor job of carrying and delivering the water. The section of ditch between the private property and the Ranch is in need of major improvements. This would require approval and review by CA DFW as well as BLM, and represents a longer term maintenance issue. There may be an opportunity to get NRCS on site to help shoot elevations on ditch above the private property, and eliminate flat spots which is another reported issue. There is potential to increase the existing feed on North Conway if the full 6cfs were received.

Irrigation ditches on the BLM section of Conway Ranch appear to be in good condition. There is a need to bring in a culvert to permanently protect the historic structure (noted on Appendix A) from damage. The BLM could use more water for wetland and habitat enhancement and maintenance, if it were available. This would help them to do more irrigating in areas that have been drying up during the extended drought. Additional checks/gates near the cabin would also help to move water around North Conway.

The sediment basins at North Conway (Appendix A, #1d) are in acceptable condition and are not currently in need of being cleaned out. The next time sediment basins get cleared out, BLM has requested the dirt be delivered to the historic structure so it can be utilized there.

ii. Mill Creek Water Rights (Wilson Creek)

Both the Upper Conway Ditch and the Lower Conway diversion (Appendix A, #5a) continue to need maintenance in a few places. Some minor improvements were made during the irrigation season, including improved slide gates and some building up of banks, but some work remains.

The ditches below aquaculture area, in the 1600 permit enhancement area (Appendix A, #3c and 3d), could be greatly improved by additional head gates. It would help to spread the water around the area more, which would not only increase success of enhancement efforts but would also increase feed.

b. Grazing

In 2015, FIM Corporation grazed Conway Ranch approximately 63 days. Total numbers were 550 ewes with 1003 lambs from 8-23-15 through 9-19-15, and 1600 ewes from 10-2-15 through 10-28-15.

On July 29, 2015, during irrigation but prior to the grazing season, the Mattly Ranch, North Conway Ranch and the Bowl Meadow were walked to determine the overall health of the meadow and associated forage quality. This effort included an ESLT Lands Committee Member and range expert Orrin Sage, as well as Land Conservation Program Director Susanna Danner. The result of the effort determined that the overall meadow health and forage quality was good, if not excellent.

At the County's request, the sheep were brought onto Mattly Ranch first so they might be taken off the property as soon as possible and avoid the rutting season of the Sierra Nevada Bighorn Sheep (SNBS). The animals were brought onto Mattly Ranch on August 24th and were taken off September 6th for a total of 13 days on Mattly. The 2015 operations plan said they would arrive "as early as July but probably August," so their arrival was in accordance with the 2015 plan. Due to the prevalence of spring and early summer precipitation, their arrival was somewhat delayed as feed in the BLM allotments was better than expected. All sheep were moved to Conway Ranch after September 6th, and trailed off Conway Ranch on October 29th.

FIM Corp cooperated fully with various County requests for information throughout the year, including the approximate dates the sheep would arrive. This enabled the County to assist CADFW personnel in scheduling staff to observe the sheep grazing on Mattly, which they did for several days. Their observations and recommendations for future grazing were discussed with County personnel on September 17, 2015.

During the ESLT annual visit on September 24, the property was walked for compliance with the conservation easement. There were no signs of over-grazing. The visit did not include grazing lessee FIM Corporation, who requested they be included in future visits.

The sheep spent the rest of the season on the Conway portion of the Ranch. Due to the absence of aquaculture activities, sheep were able to graze around the aquaculture area for the first time in several years. Bowl Meadow (Appendix A, #2b) is still not favorable for grazing, according to FIM. The meadow

is somewhat thatched, and may need to be mowed, burned, or some other method to return the meadow to a more graze-able and productive condition. This opinion was not shared by ESLT staff during the July 29 visit.

FIM has suggested that fixing the historic corrals on North Conway (noted on Appendix A) would increase their efficiency and may allow them to bring the animals in sooner, which would help with SNBS concerns on Mattly. The maintenance of these corrals would be something they would consider doing should they get a longer term renewal of their contract.

Due to drought conditions and specifically the loss of Virginia Creek water, traditional stock watering practices of sheep receiving water from irrigation ditches on North Conway was not possible. As a result, and without off-channel watering systems in place, livestock obtained water from Wilson Creek as well as spring sources on the property. This activity is in accordance with historic practices during drought years, but is not in compliance with the grazing lease.

c. Aquaculture

There were no aquaculture activities during 2015. Due to drought conditions, there was not enough water to justify maintenance of the aquaculture ponds on the site. As a result, the ponds dried up during the summer season. Fish that had not been removed by the aquaculture operators when they vacated were either fished out by anonymous anglers, or by other critters.

The 2014 removal of the liners from the raceways has caused an infestation of Russian Thistle and Woolly Mullein along the raceway edges, as formerly lined and dry raceway berms were now thoroughly saturated. The issue was addressed in 2015 with volunteer work crews and inmate labor.

Woolly Mullein Before



Woolly Mullein After Volunteer work



d. CDFW Streambed Alteration Agreement Requirements

The Conway Ranch Enhancement Plan (approved as part of the 1600 permit) contained certain measures meant to enhance wildlife habitat on the property. In 2015, there were no aquaculture demands for water from a pipeline, but there were severe limitations on the County's water rights due

to drought conditions. Nonetheless, The County provided water, when available, to the enhancement areas as well as to the historic Bell diversion during the course of the irrigation season.

The County delivered as much water as necessary to saturate the enhancement areas over a period of several weeks during summer 2015, and performed necessary maintenance to the ditch system to ensure the continued success of the enhancements efforts.

e. Enhancements/Maintenance

There were several enhancements and maintenance projects that were performed during 2015:

1. Regular irrigation ditch cleanout and maintenance work (by County staff and Irrigation Specialist)
2. Improvement/straightening of the Virginia Creek diversion near Conway Summit (by property owners)
3. The removal of a wind-fallen tree from the roof of the historic structure (County-initiated contract)
4. General cleanup of the lands surrounding the historic structure (County staff and BLM work crew)
5. The removal of derelict fencing from the north Conway Meadow (County staff and Bodie Hills Conservation Partnership crew)
6. The improvement of fencing (including sage-grouse markers) around the spring on North Conway Meadow (County staff and BHCP crew)
7. Improvements installation of sliding head gates to improve water distribution (Irrigation Specialist)
8. Weir in Lower Conway Ditch to better monitor stream flow (County staff)
9. Invasive weed eradication from the aquaculture area (County staff, inmates and ESLT)
10. Working with adjacent property owners on encroachment issues to facilitate Phase 2 implementation

ESLT staff with big Woolly Mullein



BHCP crew removing fencing



Mono County inmates removing Russian Thistle



BHCP and Friends of Inyo on spring fence repair



IV. 2016 Tentative Operations

(1.1) Aquaculture

Although there are no specific plans for aquaculture in 2016 as of this time, there is substantial interest in resuming some form of aquaculture at Conway Ranch. Activities being considered during the 2016 season include the continuing collection of data relating to the quantity and quality of surface and ground water. No other improvements or operations are being considered at this time.

(1.1.a) Groundwater Extraction

There are no current plans for groundwater extraction in 2016. There may be a proposal to explore groundwater quality, or a proposal to conduct a groundwater study which would require extended pump-testing, but the extraction and use of water for aquaculture purposes is not anticipated in 2016.

(1.2) Livestock Grazing

Plans for grazing are tentative at best, subject to the season we have, vegetative patterns and the like. Grazing on Conway will be conducted by FIM Corporation, in accordance with the sheep grazing lease. The number of sheep will correlate directly with the number of bands FIM has in the Bodie hills.

Tentatively, FIM will bring sheep onto the property as early as possible, and sheep will go directly to Mattly Ranch. It is anticipated this could be as early as July, but probably during August. Timing will depend on coordination with BLM allotments, and how quickly the sheep move across those allotments given the available feed the 2016 season brings.

The construction of off-channel water troughs or the use of water tanks or wagons would allow the lessee to come into compliance with the grazing lease and management plan. If off-channel watering systems are not constructed, it may be possible to build stabilized access sites across the creek to serve as water gaps, though off-channel watering is preferable. The use of the creeks or springs for livestock watering would require amendment of the grazing lease and management plan.

(1.3) Irrigation

It is impossible to know exactly when irrigation will begin on Conway, and it is impossible to know exactly how much water will be available once irrigation does begin. Nonetheless, there are some basic concepts that will guide 2016 irrigation efforts.

(1.3.a) Virginia Creek Water Rights

The Virginia Creek Diversion will be turned on in accordance with the County's water right (1860 decree=2.5cfs; 1863 decree=6cfs total) at the soonest time, snow and weather conditions permitting, but not before March 1st. The ditch is in need of maintenance, and in its current state is not capable of conveying the County's full 6cfs water right. Available water from the Virginia Creek Diversion will be spread across the North Conway Meadow (Appendix A, #1a-1d) in accordance with past irrigation practices. The irrigation of North Conway Meadow will continue until the diversion is shut off due to weather, but no later than September 15th.

(1.3.b) Mill Creek Water Rights (Wilson Creek)

Mattly Ranch will be the first meadow to receive water from Wilson Creek. This is intended to bring up feed as soon as possible. Watering on Mattly, to be conducted through the Upper Conway and Lower Conway Diversions, will proceed on a rough schedule of two weeks on (until puddling) and one week off (until dry). This schedule will end two weeks before arrival of sheep, and will remain off until the departure of sheep from Mattly. Following the departure of sheep, Mattly may be watered but watering will be restricted to surplus water not otherwise used for irrigation, aquaculture and/or 1600 enhancement activities.

If available, water will be put into the Lower Conway ditch in an effort to move toward the end of the ditch and begin enhancement of habitat at the northwestern corner of the ranch. This effort will be monitored closely to help determine the long-term feasibility of that recovery effort.

(1.4) Small-scale organic agriculture

There are no plans for development of agriculture on Conway Ranch in 2016.

(1.5) CDFW Streambed Alteration Agreement Requirements

Water will be kept in the historic Bell Diversion Ditch until aquaculture activities demand water to be placed in the pipeline. The enhancement areas (Appendix A, #3c and 3d), will continue to be watered, intermittently saturating and drying out various enhancement areas. At this time, the Float Tube Pond will be utilized only to get water into the outlet and downstream.

(1.6) Noxious plants

Removal of sprouting Russian Thistle and Woolly Mullein along the raceways within the Aquaculture Area is planned for spring 2016. Removal of bull thistle and woolly mullein in the springs is planned for June 2016. Removal of woolly mullein at Mattly Ranch is planned for May 2016.

(1.7) Mono County – Bureau of Land Management Memorandum of Understanding for Collaborative Management of the property

There are no plans to alter the MOU with the BLM in 2016.

(1.8) Southern California Edison Powerhouse Tailrace and associated infrastructure

There are no plans relating to SCE tailrace and associated infrastructure in 2016.

(2) Public access, public recreation, public education, and infrastructure related to such uses

There are no specific plans at this time to develop access, recreation or education programs on Conway Ranch in 2016.

(3) Protection of historic resources

There are no specific plans for protection of historic resources in 2016. Discussions with BLM regarding the need, and resources available for historic preservation resulted in an addition to Appendix B relating to stabilization of historic structures on the Ranch.

(4) Any alternate nonprofit or county commercial use of the property other than aquaculture or grazing compatible with protection of conservation values

No such activities are planned in 2016.

(5) Construction, maintenance, and repair of the property's roads and trails

No such activities are planned in 2016.

(6) Communications with funders, lessees, easement holder, and regulatory agencies

In 2016, there will be meetings with each of these groups as this Annual Report and Operations Plan is distributed, and the input process begins. The final document will be presented to the Board of Supervisors at a regular meeting. Additionally, there will be a series of public meetings that address the Strategic Facility Plan for Conway Ranch.

(7) Restoration, enhancement, and study of natural resources

There is interest in continuing water quality, and quantity studies in 2016. There are no specific plans for enhancement, aside from compliance with the 1600 permit. There are also several enhancement projects included in Appendix B. These activities are not funded at this time, and will require additional Board direction for them to occur.

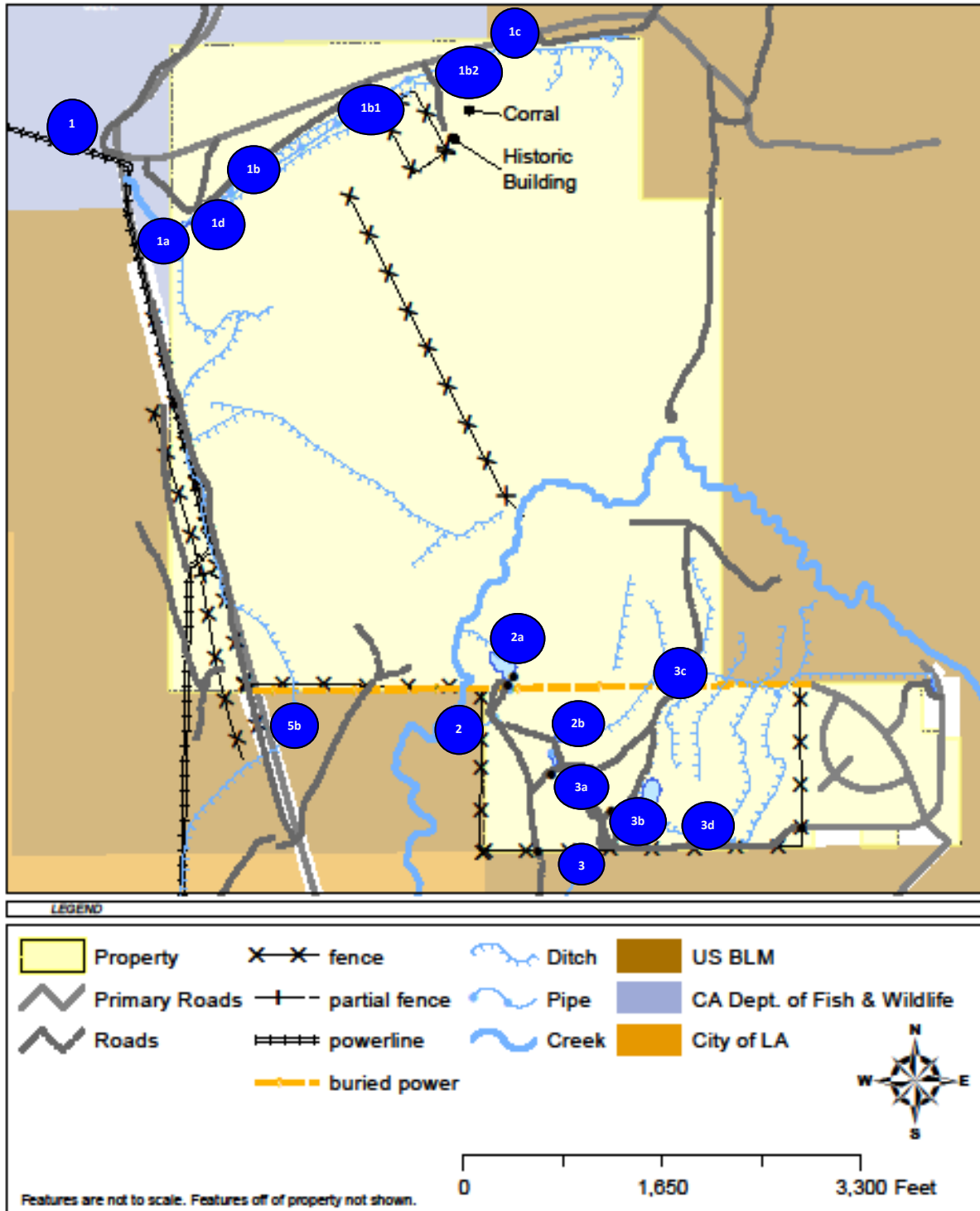
(8) Property restoration upon cessation of aquaculture or livestock grazing operations

Although there are no current aquaculture activities on the property at this time, it is anticipated they will resume at the earliest opportunity. No restoration relating to the temporary cessation of aquaculture activities are planned in 2016 other than removal of invasive plant species.

(9) Any other activities and uses that the County may wish to include which are not otherwise expressly addressed in the conservation easement

No such activities are contemplated at this time.

Appendix A1

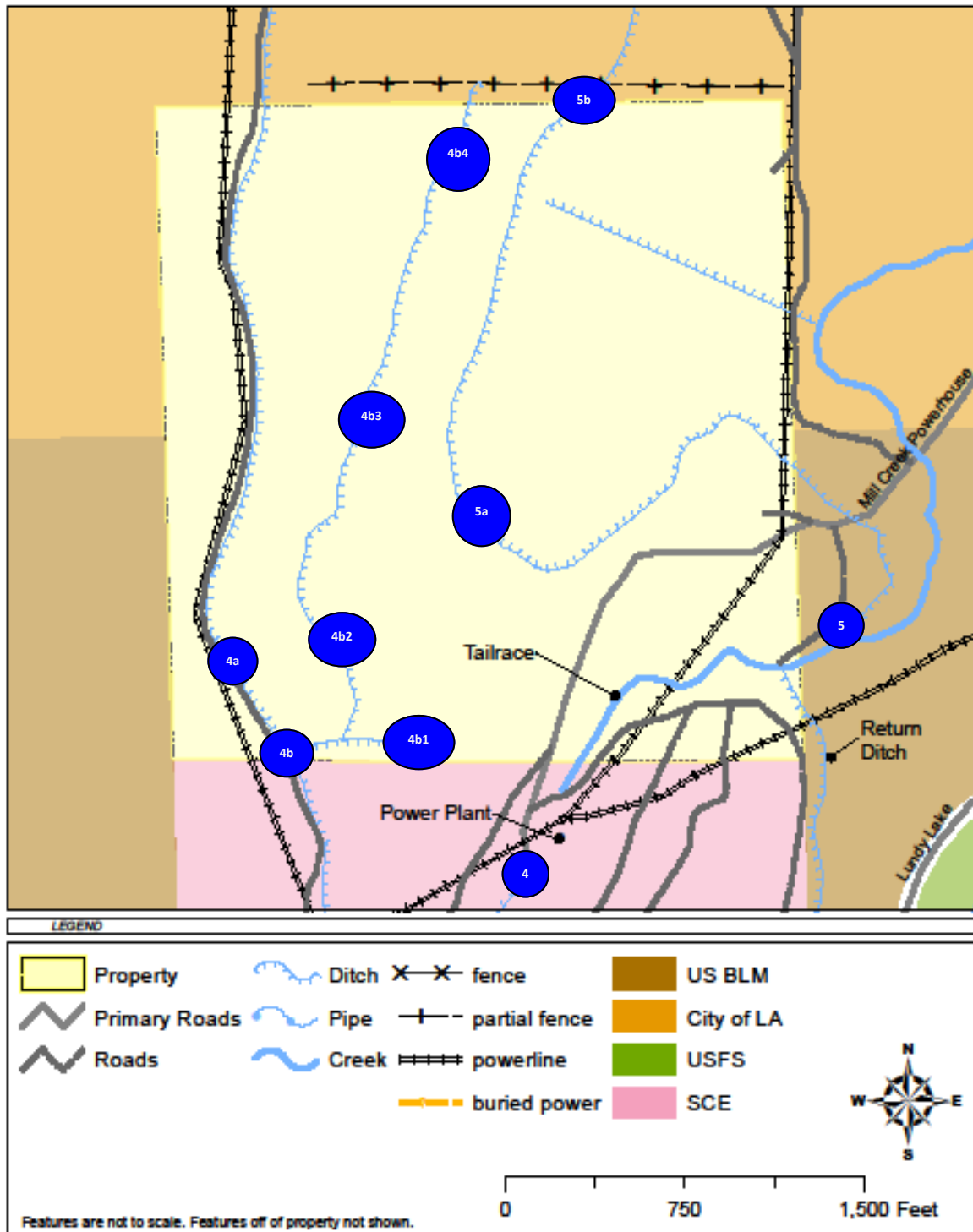


1 Irrigation Diversions and Ditches

- 1. Virginia Creek Diversion
- 1a. South Upper Conway
- 1b. North Upper Conway
- 1b1. North Upper Conway Barn
- 1b2. North Upper Conway Alfalfa
- 1c. Conway BLM
- 1d. North Upper Conway South

- 2. Bowl Diversion
- 2a. Raceway D
- 2b. Raceway B
- 3. Bell Diversion
- 3a. Raceway A
- 3b. Raceway C
- 3c. Enhancement Diversions
- 3d. Trophy Outlet Diversion

Appendix A2



1 Irrigation Diversions and Ditches

- 4. Upper Mattly (aka Upper Conway)
- 4a. Upper Mattly
- 4b. Upper Mattly Drop
- 4b1. South Mattly Meadow
- 4b2. South Middle Mattly Meadow
- 4b3. Middle Mattly Meadow

- 4b4. North Mattly Meadow
- 5. Lower Mattly (aka Lower Conway)
- 5a. Lower Mattly Central Meadow
- 5b. Lower Mattly to North Conway

Appendix B

List of Potential Operational Enhancements and Maintenance

(subject to pending Conway Ranch Strategic Facility Plan)


1. VA Creek Irrigation ditch maintenance from head gate to bottom of private property
2. Bowl Meadow treatment—burning, mowing, or tilling
3. Maintenance of leaks in Upper Conway and Lower Conway ditches
4. Install additional check gates in Upper Conway system
5. North Conway—derelict fence removal
6. North Conway—repair historic corrals
7. Check gates in enhancement areas below aquaculture area
8. BLM Culvert at Historic Structure
9. Enlarge Culvert across Lundy Powerhouse Road—Lower Mattly (Lower Conway)
10. Stabilize historic structures on County land at North Conway

Summary Report

Site: 365 Lundy Plant Tailrace
 USGS #: 10287195
 Beginning Date: 10/01/2014
 Ending Date: 09/30/2015

Daily Mean Discharge in Cubic feet/second Water Year Oct 2014 to Sep 2015

Day	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
1	11	9.6	5.8	5.8	6.1	5.9	5.9	6.0	6.6	7.1	9.0	28
2	11	9.6	5.8	5.8	6.1	5.9	5.9	6.0	6.6	7.1	9.0	28
3	11	9.6	5.8	5.8	6.1	5.9	5.9	5.9	6.7	7.1	9.0	28
4	11	9.6	5.8	5.8	6.1	5.9	5.9	5.9	6.7	7.0	10	28
5	11	9.6	5.8	5.8	6.1	5.9	5.9	5.9	6.7	7.0	11	28
6	11	9.6	5.8	5.8	6.0	5.9	5.9	5.9	6.6	7.0	11	28
7	11	9.6	5.8	5.8	5.9	5.9	6.0	6.0	6.6	6.9	11	28
8	11	9.7	5.8	5.8	5.9	5.8	6.0	6.0	6.7	7.0	11	29
9	11	9.8	5.8	5.8	6.0	6.0	6.1	5.9	6.7	7.0	11	29
10	11	9.8	5.8	5.9	5.9	5.9	6.0	5.9	6.7	7.0	11	29
11	11	9.9	5.8	5.9	5.9	5.9	6.0	5.9	6.6	7.1	11	29
12	11	9.9	5.8	5.9	5.9	5.9	6.0	5.9	6.5	7.0	11	29
13	11	9.9	5.8	5.9	5.9	5.9	6.0	5.9	6.5	7.0	11	28
14	11	8.1	5.8	5.9	5.9	5.9	5.9	6.0	6.6	7.1	11	29
15	12	5.8	5.8	5.9	5.9	5.9	5.9	6.0	6.6	7.0	11	28
16	12	5.8	5.8	5.9	5.9	5.9	5.9	6.0	6.6	7.1	11	28
17	12	5.9	5.8	5.9	5.9	5.9	5.8	6.0	6.7	7.0	11	28
18	12	5.9	5.8	5.9	5.9	5.9	5.9	6.0	6.9	7.1	14	28
19	12	5.9	5.8	5.9	5.9	5.9	5.8	5.9	7.2	7.1	18	28
20	12	5.9	5.8	5.9	5.9	5.9	5.8	5.9	7.2	7.1	18	28
21	12	5.8	5.8	5.9	5.9	5.9	5.8	6.0	7.3	7.1	18	28
22	12	5.8	5.8	5.9	5.9	5.9	5.8	6.0	7.3	7.1	18	28
23	12	5.8	5.8	5.9	5.9	5.8	5.8	6.0	7.2	6.9	18	28
24	12	5.8	5.8	5.9	5.9	5.9	5.9	5.9	7.3	6.9	18	28
25	12	5.8	5.8	5.9	5.9	5.9	6.0	6.0	7.3	6.9	18	28
26	12	5.8	5.8	5.9	5.9	5.9	6.0	6.0	7.3	6.9	18	28
27	12	5.8	5.8	6.0	5.9	5.9	5.9	6.2	7.3	6.8	18	29
28	12	5.8	5.8	6.0	5.9	5.9	5.9	6.5	7.1	6.9	18	29
29	12	5.8	5.8	6.1	-----	5.9	5.9	6.5	7.1	6.9	18	29
30	11	5.8	5.8	6.1	-----	5.9	6.0	6.5	7.1	7.7	18	29
31	9.6	-----	5.8	6.1	-----	5.8	-----	6.5	-----	9.0	23	-----
Total	354.6	227.5	179.8	182.8	166.4	176.7	177.5	187.0	206.3	219.9	433.0	850
Mean	11.4	7.58	5.80	5.90	5.94	5.89	5.92	6.03	6.88	7.09	14.0	28.3
Max	12	9.9	5.8	6.1	6.1	5.9	6.1	6.5	7.3	9.0	23	29
Min	9.6	5.8	5.8	5.8	5.9	5.8	5.8	5.9	6.5	6.8	9.0	28
Acre-Ft	703	451	357	363	330	350	352	371	409	436	859	1690
Wtr Year 2015	Total	3361.5	Mean	9.23	Max	29	Min	5.8	Inst Max	30	Acre-Ft	6670
Cal Year 2014	Total	761.9	Mean	8.28	Max	12	Min	5.8	Inst Max	13	Acre-Ft	1510


Accepted
 2/3/16 

Summary Report

Site: 366 Upper Conway Ditch Diversion
 USGS #: 10287145
 Beginning Date: 10/01/2014
 Ending Date: 09/30/2015

Daily Mean Discharge in Cubic feet/second Water Year Oct 2014 to Sep 2015

Day	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
1	0	0	0	0	0	0	0	0	3.0	4.6	11	0
2	0	0	0	0	0	0	0	0	2.9	4.6	11	0
3	0	0	0	0	0	0	0	0	2.9	4.6	11	0
4	0	0	0	0	0	0	0	0	2.9	4.7	10	0
5	0	0	0	0	0	0	0	0	2.8	4.7	9.1	0
6	0	0	0	0	0	0	0	0	2.9	4.7	9.1	0
7	0	0	0	0	0	0	0	0	2.9	4.6	9.1	0
8	0	0	0	0	0	0	0	0	2.9	4.5	9.2	0
9	0	0	0	0	0	0	0	0	2.9	4.6	9.2	0
10	0	0	0	0	0	0	0	0	2.9	4.6	9.0	0
11	0	0	0	0	0	0	0	0	3.0	4.7	8.8	0
12	0	0	0	0	0	0	0	0	3.1	4.8	8.8	0
13	0	0	0	0	0	0	0	0	3.1	4.8	8.8	0
14	0	0	0	0	0	0	0	0	3.0	4.7	8.8	0
15	0	0	0	0	0	0	0	0	3.1	4.7	9.0	0
16	0	0	0	0	0	0	0	0	3.0	4.6	9.5	0
17	0	0	0	0	0	0	0	0	2.9	4.7	9.5	0
18	0	0	0	0	0	0	0	0	3.9	4.6	6.5	0
19	0	0	0	0	0	0	0	0	4.5	4.6	1.9	0
20	0	0	0	0	0	0	0	0	4.4	4.6	1.8	0
21	0	0	0	0	0	0	0	0	4.4	4.6	1.7	0
22	0	0	0	0	0	0	0	0	4.4	4.6	2.0	0
23	0	0	0	0	0	0	0	0	4.4	4.8	2.2	0
24	0	0	0	0	0	0	0	0	4.4	4.8	2.3	0
25	0	0	0	0	0	0	0	0	4.4	4.8	2.3	0
26	0	0	0	0	0	0	0	0	4.4	4.8	2.4	0
27	0	0	0	0	0	0	0	1.6	4.4	4.9	2.4	0
28	0	0	0	0	0	0	0	3.0	4.6	4.8	2.4	0
29	0	0	0	0	-----	0	0	3.0	4.6	4.8	2.4	0
30	0	0	0	0	-----	0	0	3.0	4.6	7.7	2.4	0
31	0	-----	0	0	-----	0	-----	3.0	-----	11	1.1	-----
Total	0	0	0	0	0	0	0	13.6	107.6	154.6	194.7	0
Mean	0	0	0	0	0	0	0	.44	3.59	4.99	6.28	0
Max	0	0	0	0	0	0	0	3.0	4.6	11	11	0
Min	0	0	0	0	0	0	0	0	2.8	4.5	1.1	0
Acre-Ft	0	0	0	0	0	0	0	27	213	307	386	0
Wtr Year 2015	Total	470.5	Mean	1.29	Max	11	Min	0	Inst Max	13	Acre-Ft	933
Cal Year 2014	Total	0	Mean	0	Max	0	Min	0	Inst Max	0	Acre-Ft	0

Accepted 2/3/16




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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2016

Departments: Solid Waste Division of Public Works

TIME REQUIRED	20 minutes (5 minute presentation; 15 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Tony Dublino
SUBJECT	Transfer Station Contract Award		

AGENDA DESCRIPTION:

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

Consider bid results and relevant information, and select to either 1. Enter into a 5-Year Agreement with selected bidder for the operations of Mono County Transfer Stations, or 2. Extend existing contract for a specified period, if permitted by law.

RECOMMENDED ACTION:

Consider information presented and bid result, and 1. Authorize CAO to enter 5-year Agreement (as modified by bid Addendum 1 & 3) with the selected bidder for the operation of Mono County Transfer Stations, or 2. Authorize CAO to extend current Transfer Station Agreement, with necessary modifications, for a specified period if and as permitted by law. Provide any desired direction to staff.

FISCAL IMPACT:

Contract value not known until bids are open June 9, but any contract amount will be paid by Solid Waste Enterprise Fund. Contract value over last three years has been approximately \$290,000 per year.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5453 / tdublino@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
RFB

[RFB Sample Contract](#)

[RFB Addendum#1](#)

[RFB Addendum#2](#)

[RFB Addendum#3](#)

History

Time	Who	Approval
6/9/2016 3:33 PM	County Administrative Office	Yes
6/9/2016 10:00 AM	County Counsel	Yes
6/10/2016 8:46 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: June 14, 2016
To: Honorable Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Contract for Operations of Mono County Transfer Stations

Recommended Action:

- Option 1:** Authorize CAO to enter 5-year Agreement (as modified by Bid Addendums 1 & 3) with Selected Bidder for the operation of Mono County Transfer Stations.
- Option 2:** If no bid can be accepted, or if otherwise permitted by law, authorize CAO to extend current Transfer Station Contract, with necessary modifications, for a specified period.

Fiscal Impact: Approximately \$300,000 per year, paid through the Solid Waste Enterprise Fund.

Discussion: The County's Transfer Stations have been operated under contract since 2001, for the first 10 years by Mammoth Disposal and for the last five years by D&S Waste.

Considering the planning underway for the County's Solid Waste system, and inevitable changes to the system that will occur following the closure of Benton Crossing landfill, it benefits the County to contract out the Transfer Station Operations in essentially the same manner they have been operated in recent years. The proposed contract includes minor operational changes, contract clarifications, and increased recycling programs (mixed paper) for all Transfer Station sites.

Because the County is working towards a five-year plan for waste management that includes the closure of Benton Crossing Landfill and the siting of replacement infrastructure, that same time frame appears suitable for the continuation of the Transfer Station Operations.

This contract is not required by law to be publicly bid. Nonetheless, consistent with the County's commitment to competitive bidding, this contract was distributed May 19th in a public Request for Bids. Bids were initially due to the County on June 2nd, which was extended to June 9th when emerging information gave cause to revise insurance requirements.

Since the bids will be turned in following distribution of today's agenda, the results of the bid will be forwarded to the Supervisors prior to the meeting, and presented at the meeting itself for the Board's consideration. If and only if no bids are received; if the County cannot accept any bid; or in the event of other legal justification, the Board may consider an extension of the current contract under Option 2.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,

A handwritten signature in blue ink that reads "Tony Dublino". The signature is written in a cursive, flowing style.

Tony Dublino
Solid Waste Superintendent

Attachments: Bid Package

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BIDS

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
MONO COUNTY TRANSFER STATION OPERATIONS

Notice is hereby given that the Mono County Department of Public Works calls for bids from qualified waste hauling firms for 5 years of operation of the Mono County transfer station system. The nature of the work is not subject to competitive bidding by law and is being bid solely for the purpose of identifying businesses willing and able to perform the work for competitive prices. In general, the contract consists of providing customer service at each of Mono County's six transfer stations in remote communities throughout the County, and hauling divertible material and refuse from the sites to a designated location.

The Bid Manual (including all bid documents) will provide in detail the County's requirements for the Bid. The Bid Manual is available by contacting the Mono County Department of Public Works in writing at P.O. Box 457, Bridgeport, California, 93517, by telephone at 760.932.5440, by email at tdublino@mono.ca.gov, or in person at 74 N. School Street in Bridgeport, California. The Bid Manual may also be viewed and/or obtained on-line by following the links on the Mono County website at www.monocounty.ca.gov.

Each bid shall be made on the proposal forms contained in the Bid Manual. Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 715, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than 12:00 pm, Thursday, June 2, 2016.

Tony Dublino, Solid Waste Superintendent
Mono County Department of Public Works

INSTRUCTIONS TO BIDDERS

1. SECURING BID DOCUMENTS

The Bid Manual (Invitation for Bids, Instructions to Bidders Form, Proposal Forms, and Sample Agreement, all of which together comprise the Contract Documents) provide in detail the County's requirements for the Bid. The Bid Manual is available by contacting the Mono County Department of Public Works (hereinafter, "Public Works") in writing at P.O. Box 457, Bridgeport, California, 93517, by telephone at 760.932.5440, by email at tdublino@mono.ca.gov, or in person at 74 N. School Street in Bridgeport, California. Bid documents may also be viewed and/or obtained on-line by following the links on the Mono County website at www.monocounty.ca.gov.

2. INTERPRETATION OF BID SPECIFICATIONS

- A. Should a bidder find discrepancies in or omissions from the Bid Manual or should there be doubt as to the meaning of any language in the Bid Manual, the bidder shall at once notify the Solid Waste Superintendent, and should it be found necessary, a written addendum or bulletin of instructions will be sent to all prospective bidders.
- B. No representative or agent of the County, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Bid Manual and Bid Plans, and a submission of a bid constitutes agreement by the bidder that it has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder to direct the bidder's attention to the specific provisions of the Bid Manual or Bid Plans that cover the subject of the inquiry.

3. APPROXIMATE QUANTITIES

The quantities for number of bins to be transferred and hours worked given in the Bid Schedule are approximate only, being given as a basis for the comparison of bids. The County does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary.

4. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted upon the unaltered Proposal Forms contained in the Bid Manual with all items completely filled out with typewritten or legible handwritten responses, and be accompanied by the Bidder's Qualifications. Signatures of all persons signing shall be in longhand. The completed Bid Proposal forms shall be without interlineations, alterations, or erasures.
- B. Bids shall not contain any recapitulation of the work to be done. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- C. For the purposes of determining the lowest responsible bidder (although award of the contract need not be to the lowest responsible bidder), the low bid shall be determined from the "Total Base Bid" for one year of service at estimated quantities.

- D. Each bid is to be in accordance with the Contract Documents contained in this Bid Manual. Before submitting a bid, bidders shall carefully read the Bid Manual, including the form of the Sample Agreement, and the Project Description, and inform themselves fully as to all existing conditions and limitations, which may include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the contract. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the service to be provided, and as to the requirements of the Bid Manual.
- E. Prospective bidders' attention is directed to the insurance requirements as provided in the Sample Agreement. It is highly recommended that the bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an otherwise successful bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract. The cost of such bonds and insurance shall be included in the bidder's bid.
- F. Each bidder shall inform themselves of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- G. Bid Forms must be received in a sealed, envelope clearly labeled Transfer Station Operations Bid printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.
- H. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than 12:00 pm, Thursday, June 2, 2016. Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 715, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- I. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a two-day delivery. Bidders should also take potential holiday mail delays into consideration.

6. MODIFICATION OF BID

A bidder may modify its bid by written communication provided such communication is received by the Board Clerk up to, but not later than, the bid-submission deadline described above, or if otherwise authorized by the Solid Waste Superintendent. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

7. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the bidder up to, but not later than, the time fixed for the opening of bids. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an authorized representative of the bidder. Bids so withdrawn will be returned unopened to the bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Solid Waste Superintendent. Negligence on the part of the bidder in preparing the bid shall not empower the bidder to withdraw the bid subsequent to the opening of bids.

8. AGREEMENT

- A. The Contract Documents include a Sample Agreement, a final version of which the successful bidder, as Contractor, will be required to execute.
- B. Minor alterations, reduction of scope, extra and additional work, and other changes to the Sample Agreement may be authorized by the County consistent with applicable provisions of the Contract Documents.

9. OPENING OF BIDS

- A. As soon after the bid-submission deadline as is practicable to do so, all bids received before that deadline that comply with the specification of Section 5.H. above will be taken to the Public Works conference room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, and there opened and reviewed.

10. AWARD OR REJECTION OF BIDS

- A. If the County chooses to award a contract, it will be awarded as determined to be in the best interests of the County, to the bidder who has submitted a bid that complies with and is responsive to these Instructions to Bidders and the advertised Invitation for Bids. The contract, if awarded, will not necessarily be awarded to the lowest bidder or to the lowest responsible bidder.
- B. Amounts entered for alternate items may be considered in determining the successful bid, although price need not be the sole basis for contract award. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.
- C. The County reserves the right to reject any and all bid proposals and to reject the bid of any bidder who has previously failed to perform properly or to complete, on time, contracts with the County of a nature similar to this bid. The County further reserves the right to waive any informality or irregularity in any bid.
- D. The County also reserves the right to deduct any or all alternate items and unit prices called for on the Bid Schedule from the contract. The order of listing of alternates on the Bid Schedule shall in no way indicate their importance or the order in which the items may be accepted.
- E. Contract award, if made, is anticipated to occur within one week of the date of bid opening but could, however, occur up to 20 days after said date. In such an event, all bidders will be notified in writing within two calendar days following bid opening that additional time will be required. No bid can be withdrawn during that period unless such withdrawal is agreed-to by Mono County. Mono County assumes no responsibility for any costs the bidder may incur, regardless of whether or not a contract is awarded.

11. IDENTIFICATION OF PREFERRED BID

- A. After all bids are opened, Public Works personnel will review the bids, tabulate the bids, and consider any other factors relevant to the selection of the preferred bid. The preferred bid will be determined by Public Works personnel, and submitted to the Board of Supervisors for its consideration and approval.

12. DETERMINATION OF BIDDER'S RESPONSIBILITY

In order to determine whether a bidder is "responsible," each bidder shall complete and submit with its bid a "Bidder's Qualifications Statement" which is included herein as a part of the Proposal Documents. The County expressly reserves the right to reject the bid of any bidder whom the County determines is "non-responsible" due to the bidder's lack of experience, financial resources, technical ability, organizational structure, personnel, equipment/tools, and/or such other factors as the County takes into account.

13. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Award will be the Final Agreement with the addition of a Schedule of Fees that will be developed from the Bid Schedule. The successful bidder will be required to execute and return the Agreement, together with the required bonds and certificates of insurance, to the County within two calendar days following receipt of such Agreement and Notice of Award. Failure to do so shall be just cause for annulment of the contract award. Signature by both parties constitutes execution of the Agreement.
- B. In the event the successful bidder is unable to physically deliver the required bonds and insurance certificates, the bidder shall, prior to the commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.
- C. In the event of failure of the preferred bidder to sign and return the Agreement with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to another responsible bidder, and so forth, until a fully executed Agreement and acceptable bonding and insurance certificates are received by the County.

14. COORDINATION WITH OTHER CONTRACTORS

Bidders are required to inform themselves fully of the conditions under which the work will be performed, and the bidder must employ, as far as possible, such methods and means in the carrying out of its work as will not cause any interruptions or interference with any other contractor or the operations of the facility at which the work is being performed.

15. CONTRACTOR TO FURNISH NECESSARY LICENSES, PERMITS, ETC.

- A. The successful bidder, as Contractor, will be required to furnish a valid Mono County Business License issued by the Mono County Treasurer prior to commencing the work.
- B. All bidders and contractors shall be licensed in accordance with the laws of the State of California and any bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. The contractor shall possess the appropriate licenses to cover the above advertised work.

PROJECT DESCRIPTION

The County's Transfer Stations are located in 6 separate communities throughout the County. For specific information on the location of each Transfer Station, please visit <http://monocounty.ca.gov/solid-waste/page/landfills-and-transfer-stations>. The following description provides information about how the County Transfer Stations are designed and operated. Many additional details and specific contractor obligations can be found in the Sample Agreement.

1. TRANSFER STATION DESIGN

Two styles of constructed transfer stations exist – one design for the Bridgeport, Walker, and Pumice Valley transfer stations and another design at the Benton, Paradise, and Chalfant transfer stations.

Bridgeport, Pumice Valley, and Walker A permanent structure includes the following features: concrete retaining wall in a “z” formation; concrete “load-out” pad where a compactor unit, 40-cy octagonal compaction box, and 50-cy debris box are positioned; a concrete tipping pad, approx. 12’ wide x 24’ long, sitting 5’ above the “load-out” pad. The compactor is equipped with a three-sided metal hopper extending above the tipping floor sufficient to handle large loads. Additional site features include a truck scale and recycling areas.

Benton and Chalfant A permanent structure exists with the following features: concrete retaining wall sufficient for a debris box; concrete “load-out” pad where two debris boxes are positioned adjacent to the retaining wall; a gravel tipping pad sitting 5’ above the “load-out” pad; an 18” concrete curb (extension of retaining wall); and, a chain-link fence enclosure surrounding the debris box position. Additional site features include separate debris boxes for metal and bulky items and recycling areas.

Paradise This site is essentially the same design as Benton and Chalfant but only uses one debris box which is an enclosed 30-cy box with sliding access doors.

2. DISPOSAL OPERATIONS

Household waste will be dumped by the customer directly into the compactor hopper at Bridgeport, Chalfant, Pumice Valley, and Walker. The household waste will be dumped by the customer into the appropriate debris box at Benton and Paradise. As the hopper at the sites with a compactor nears capacity, the Facility attendant will cycle the compactor ram. The concrete pad and lack of curb in the tipping area will allow easy clean up in the event of spill-over from oversized loads. Clean loads of inerts and construction and demolition (“C&D”) waste will be routed to the appropriate stockpile location at sites that have an active C&D Landfill (Walker and Pumice Valley), where County personnel cover the C&D waste in accordance with existing regulations. At sites without landfill operations, inert (aggregate) materials are not accepted but limited volumes of C&D waste (up to 500 pounds) may be accepted for transfer, commingled with Municipal Solid Waste (“MSW”).

3. WASTE DIVERSION PROGRAM

Drop Off Recycling. Contractor will provide drop-off recycling of several materials at all Transfer Stations. The materials will include, at a minimum, glass (both CRV and non-CRV), aluminum (CRV and non-CRV), plastic (#1 and #2 only, CRV and non-CRV), cardboard, and mixed paper. It will be incumbent on the Contractor to provide any necessary bins and to develop rules (i.e., source-separation), education, and signage necessary to enable the efficient collection and hauling of the material.

Two "Roll-Off" recycling containers currently exist at each of the Facilities. One is a tri-bin for glass, plastic, and aluminum, and one is for cardboard. Both hold approximately 20-cy. There are 3 additional 10-cy roll-off bins available for use in diversion activities, as the Contractor sees fit. Aside from these 3 additional bins, no containers are available for mixed paper recycling, for separate CRV materials, or for #1 and #2 plastic. The Contractor will determine the appropriate method, and provide for the collection and recycling of this material.

Contractor is to provide hauling of recycling containers at a frequency determined by Contractor, to a bona fide recycler or recycling facility, with supporting documentation to the satisfaction of the County.

Metals and Tires Metal and Tires are placed in the Bulky Item Bin where the recyclables are taken out by County staff once transferred to the Benton Crossing Landfill. In the event that the Bulky Item Bin is not hauled to Benton Crossing Landfill, contractor shall provide documentation regarding the proper disposition of the bulky items (refrigerated appliances, tires, etc.)

Used Oil Used oil storage tanks exist at each site. The facilities are registered with the State of California ("State") as Certified Used Oil Collection Centers, meaning that Facility personnel will be required to offer a rebate per gallon (if asked) paid for by the Used Oil Block Grant for customers delivering used oil for recycling. Contractor shall be required to manage on-site activities, but County will coordinate tank pumping and periodic reporting to the State.

Wood Waste Facility personnel shall direct clean loads of wood waste to the designated stockpile location and work with the County to determine new stockpile areas when necessary. County shall process wood waste once per year or at a frequency otherwise necessary or approved by the Local Enforcement Agency. At the Paradise Transfer Station wood waste will go directly into the debris box.

Contractor may be requested to haul processed Wood Waste (wood chips) for biomass utilization from time to time. The County will provide a suitable bin and would compensate contractor at an hourly rate, in accordance with the bid forms.

Ashes Facility personnel shall direct customers with ashes to a dumpster provided by the Contractor.

Household Hazardous Waste Facility personnel will be required to conduct routine load checking procedures. County shall provide storage lockers at all Facilities for temporary containment of HHW removed from the waste stream. County shall coordinate the removal, transportation, and final disposition of HHW.

Special Wastes Facility personnel shall direct special waste such as Cathode Ray Tubes (CRT's) and Treated Wood Waste to the appropriate designated areas. County personnel will collect and process those wastes periodically, as appropriate.

4. TRANSFER OF WASTE

Waste shall be transported to the Benton Crossing Landfill, or another site acceptable to the County. MSW must be transported at least once per week, with the exception of Benton, Chalfant and Pumice Valley which may be transported once every two weeks if volume and conditions permit. MSW may be transported more often when volumes exceed compactor and debris box limits. Bulky items and metal can be transported when the debris box is full. Vehicles and containers shall comply with all applicable laws.

5. HAULING ACTIVITY

The below table shows the 3-yr average of hauling activity (number of bins hauled) by category, during the years 2013-2015.

ITEM	DESCRIPTION	2013	2014	2015	3-yr Average
1.	MSW Pull - Bridgeport	74	70	71	72
2.	Bulky Item Bin Pull – Bridgeport	11	9	6	9
3.	MSW Pull – Benton	30	25	26	27
4.	MSW Pull – Chalfant	44	26	27	32
5.	Bulky Item Bin Pull – Chalfant	11	9	6	9
6.	40YD Roll Off – Paradise	53	51	54	53
7.	MSW Pull – Pumice Valley	44	26	26	32
8.	Bulky Item Bin Pull – Pumice Valley	15	16	19	17
9.	MSW Pull – Walker	52	52	53	52
10.	Bulky Item Bin Pull – Walker	8	5	5	6
13.	Glass, Plastic, and Aluminum Bin – Benton	1	0	0	0
14.	Cardboard Bin – Benton	2	3	2	2
15.	Glass, Plastic, and Aluminum Bin – Bridgeport	5	5	3	4
16.	Cardboard Bin – Bridgeport	8	6	7	7
17.	Glass, Plastic, and Aluminum Bin – Chalfant	3	4	3	3
18.	Cardboard Bin – Chalfant	6	5	5	5
19.	Glass, Plastic, and Aluminum Bin – Paradise	5	5	4	5
20.	Cardboard Bin – Paradise	8	5	5	6
21.	Glass, Plastic, and Aluminum Bin – Pumice Valley	3	1	4	3
22.	Cardboard Bin – Pumice Valley	5	4	3	4
23.	Glass, Plastic, and Aluminum Bin – Walker	4	3	3	3
24.	Cardboard Bin – Walker	7	5	3	5
25.	Ash Bin – Benton	1	0	0	0
26.	Ash Bin – Bridgeport	0	0	0	0
27.	Ash Bin – Chalfant	6	3	2	4
28.	Ash Bin – Paradise	4	2	2	3
29.	Ash Bin – Pumice Valley	2	2	1	2
30.	Ash Bin – Walker	0	0	0	0

PROPOSAL

Proposal of _____ (hereinafter, "Bidder"), organized and existing under the laws of the State of _____, doing business as _____ (i.e., "a partnership;" "a corporation;" "an individual"), as applicable to the County of Mono, (hereinafter, "the County"). This bid proposal consists of the attached pages BD-1 through BD-14.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for Mono County Transfer Station Operations in strict accordance with the Instructions to Bidders and agreement, and any applicable addenda within the time set forth therein and below and at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, services, and applicable local, state, and/or federal taxes, fees, and patent rights to complete the work contemplated under the Agreement.

By submission of this Bid Proposal, Bidder certifies (and in the case of a joint bid, each party thereto certifies as to its own organization) that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under the Agreement on July 1, 2016 following the award of contract by the County.

Bidder's Company Name: _____

Company Address: _____

Office Telephone No.: _____ Fax No.: _____

Mono County Business Lic. No.: _____

Name of Company Officer: _____ Title: _____

Bidder's Signature

Date

(Add seal if by a corporation)

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

BID SCHEDULECOUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
MONO COUNTY TRANSFER STATION OPERATIONS

ITEM	DESCRIPTION	Bid Amount Per Pull (\$)	Assumed Annual Quantity	Total (\$)
1.	Cost Per MSW Pull - Bridgeport		72	
2.	Cost Per Bulky Item Bin Pull – Bridgeport		9	
3.	Cost Per MSW Pull – Benton		27	
4.	Cost Per MSW Pull – Chalfant		32	
5.	Cost Per Bulky Item Bin Pull – Chalfant		9	
6.	Cost Per 40YD Roll Off – Paradise		53	
7.	Cost Per MSW Pull – Pumice Valley		32	
8.	Cost Per Bulky Item Bin Pull – Pumice Valley		17	
9.	Cost Per MSW Pull – Walker		52	
10.	Cost Per Bulky Item Bin Pull – Walker		6	
11.	Drop-Off Recycling Service for All Sites		Annual Lump Sum	
12.	Cost Per Ash Bin – Benton		1	
13.	Cost Per Ash Bin – Bridgeport		1	
14.	Cost Per Ash Bin – Chalfant		4	
15.	Cost Per Ash Bin – Paradise		3	
16.	Cost Per Ash Bin – Pumice Valley		2	
17.	Cost Per Ash Bin – Walker		1	
18.	Employee Cost Per Hour– Benton		824	
19.	Employee Cost Per Hour– Bridgeport		984	
20.	Employee Cost Per Hour– Chalfant		824	
21.	Employee Cost Per Hour– Paradise		824	
22.	Employee Cost Per Hour– Pumice		824	
23.	Employee Cost Per Hour– Walker		824	
24.	Employee Cost Per Hour on a Holiday – Benton		8	
25.	Employee Cost Per Hour on a Holiday – Bridgeport		8	
26.	Employee Cost Per Hour on a Holiday – Chalfant		8	
27.	Employee Cost Per Hour on a Holiday – Paradise		8	
28.	Employee Cost Per Hour on a Holiday – Pumice		8	

Mono County Transfer Station Operations

29.	Employee Cost Per Hour on a Holiday – Walker		8	
30.	Management, Training, and any other Administration (including required insurance and bonds)		Annual Lump Sum	
31.	Roll-Off Hauling Per Hour		20	
	Total Base Bid Amount	-	-	

ACKNOWLEDGEMENTS

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
MONO COUNTY TRANSFER STATION OPERATIONS

ACKNOWLEDGEMENT OF SITE VISIT(S)

The County of Mono is advised that I have visited the sites as acknowledged by my initials below. In doing so, I have made myself aware of the conditions that exist and have prepared the attached bid proposal accordingly. Although recommended, visiting the sites is **not a condition** of bid submittal.

Bridgeport Transfer Station:	Yes _____	No _____
Benton Transfer Station:	Yes _____	No _____
Chalfant Transfer Station:	Yes _____	No _____
Paradise Transfer Station:	Yes _____	No _____
Pumice Valley Landfill/TS:	Yes _____	No _____
Walker Landfill/TS:	Yes _____	No _____

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire.

DISCLOSURES AND CERTIFICATIONS

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
MONO COUNTY TRANSFER STATION OPERATIONS

QUESTIONNAIRE A

The Bidder shall complete the following questionnaire:

Has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government contract because of a violation of law or safety regulation?

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

QUESTIONNAIRE B

Under penalty of perjury, the Bidder shall complete the following questionnaire:

Within the past three years, has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any act in violation of any federal or state antitrust law in connection with the bidding upon, award of, or performance of, any Public Works Contract, as defined in Section 1101, with any public entity as defined in Section 1100 of the California Public Contract Code; the Regents of the University of California; or the Trustees of the California State University?

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire.

WORKERS' COMPENSATION CERTIFICATION

I do hereby certify that I am aware of the provisions of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work in this contract.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire.

NON-COLLUSION AFFIDAVIT

In accordance with Section 112, Title 23 of the United States Code, and with Section 7106 of the California Public Contract Code, and whether or not either of these Code sections may apply, the Bidder declares as follows:

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in this bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
BIDDER'S QUALIFICATION STATEMENT

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
MONO COUNTY TRANSFER STATION OPERATIONS

This Qualifications Statement will be used by Mono County to determine if a bidder is qualified to do the work to be performed and therefore to find if the bidder is a "responsible" bidder. The Qualifications Statement should be completed on behalf of the bidder by an officer or other individual who is knowledgeable about the bidder's past and current operations, policies, and practices. A response must be provided to each question. If a particular question does not apply, the response should state "not applicable" or "N/A". **Qualifications statements that contain missing or incomplete answers may render the proposal non-responsive.**

Answers may be expanded upon by attaching additional pages. Use 8½" x 11" paper and mark each additional page with the bidder's name and identification of the particular question to which an answer is being given. For the purposes of this Statement, the terms "company," "firm," "bidder," "proposer," and "contractor" are used interchangeably and have the same meaning.

The following documents or information must be included with your Qualifications Statement for this Bid Proposal:

Insurance: Contractor must provide proof that the firm is insured at least to the limits identified in the Sample Agreement.

Licenses: Copies of all applicable and current trade licenses issued to the Contractor which legally allow the Contractor to perform the work identified for this contract.

Previous Work History: This Statement includes a form titled "Experience on Completed or Ongoing Contracts." Please use this form to detail the work that the firm has performed within the last three years, as well as a minimum of three successfully-completed waste hauling contracts or transfer station operations contracts. Use one page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

OSHA Violations: If at any time within the past five years the Contractor has received an OSHA serious violation, you must provide copies of the *Citation and Notification of Penalty*, signed *Settlement Agreement*, and narrative which details the specific issue(s) cited, remedial action required and taken by the Contractor, amount of fine initially imposed, and ultimate resolution.

Resumes and Organizational Chart: The Contractor must include current resumes for each Principal and key individual identified in Question 2B below. The statement must also include a copy of the firm's current Organizational Chart.

Note: This Statement constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this Statement.

1. GENERAL INFORMATION:

A. Type of organization: _____

If Corporation, include year and state incorporated

If Partnership, state whether general or limited

If Sole Proprietorship, include name of owner

If Joint Venture*, include name all partnering firms

(*Bidders submitting a bid as joint venture must obtain a joint venture contractor's license before they may be awarded a contract, per Business and Professions Code §7029.1).

B. Is the firm certified as a Minority Business Enterprise (MBE) or Women Business Enterprise (WBE)?

_____ Yes (attach certification letter) _____ No

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

B. Principals and Key Personnel: On the chart below, supply the required information. Principals and Key Personnel include proprietors, partners, directors or officers of the firm; any manager or individual who participates in overall policy-making or financial decisions of the firm; any person who makes significant financial contributions to the firm's operations; any person in a position to control and direct the firm's overall operations or any significant part of its operation (including site foremen and superintendents). Resumes for Principals and Key Personnel must be provided herewith. Use additional sheets if necessary to identify all Principals and Key Personnel.

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

(Use additional sheets if necessary to identify all Principals and Key Personnel)

3. FINANCIAL INFORMATION:

- A. Are there any liens outstanding against the Contractor?
(if yes, provide a detailed explanation on an attached sheet) Yes No
- B. Has the Contractor; any of its Principals or Key Personnel; or any predecessor or related business or entity, including but not limited to any entity wholly or partially owned or controlled by any of the Contractor's Principals or Key Personnel, been party to a bankruptcy or reorganization proceeding with the last five years?
(if yes, provide a detailed explanation on an attached sheet) Yes No
- C. Annual sales dollar volume of Contractor: \$_____

4. INTEGRITY OF CONTRACTOR: Please provide an explanation on an attached sheet for any of the following questions with the answer "yes".

- A. During the past five years has the Contractor:
- i. Been subject of a lien or claim of \$25,000 or more by a subcontractor or supplier? Yes No
 - ii. Failed to complete a contract? Yes No
 - iii. Been suspended, debarred, disqualified or otherwise declared ineligible to bid? Yes No
 - iv. Been defaulted on any contract? Yes No
 - v. Had a contract terminated? Yes No
 - vi. Had liquidated damages assessed against it upon completion of a contract? Yes No
 - vii. Been a plaintiff or defendant in any lawsuit arising out of a public or private construction contract? Yes No
- B. During the past five years has the Contractor, Principals or Key Personnel:
- i. Been a plaintiff or defendant in any lawsuit arising out of a public or private construction contract? Yes No
 - ii. Been the subject of an investigation involving any alleged violation of criminal law, civil antitrust law or other federal, state, or local civil law? Yes No
 - iii. Been convicted after trial or by plea of any felony under state or federal law? Yes No
 - iv. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of an antitrust law? Yes No

B. Contract Capability (determined by size of previous work and bonding capacity):

- 1. \$0 - \$10,000
- 2. \$0 - \$50,000
- 3. \$0 - \$100,000
- 4. \$0 - \$250,000
- 5. \$0 - \$500,000
- 6. \$0 - \$1,000,000
- 7. \$0 - \$5,000,000
- 8. \$0 - \$10,000,000
- 9. \$0 - >\$10,000,000

C. Use the following form to identify experience on completed or ongoing projects over the last five years (a separate sheet must be completed for each project – three minimum).

PROJECT EXPERIENCE WITH TRANSFER STATION OPERATIONS
AND REFUSE HAULING

- Project Status: Contractor's Role*:
- Project completed
 - Work in progress
 - Prime Contractor
 - Subcontractor
 - Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$ _____ Was project bonded? Yes No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? Yes No

Start Date: _____ Scheduled Completion Date: _____ Actual Completion Date: _____

Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

PROJECT EXPERIENCE WITH TRANSFER STATION OPERATIONS
AND REFUSE HAULING

Project Status:

- Project completed
- Work in progress

Contractor's Role*:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$_____ Was project bonded? Yes No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? Yes No

Start Date:_____ Scheduled Completion Date:_____ Actual Completion Date:_____

Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

PROJECT EXPERIENCE WITH TRANSFER STATION OPERATIONS
AND REFUSE HAULING

Project Status:

- Project completed
- Work in progress

Contractor's Role*:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$ _____ Was project bonded? Yes No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? Yes No

Start Date: _____ Scheduled Completion Date: _____ Actual Completion Date: _____

Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

**SAMPLE AGREEMENT BETWEEN THE COUNTY OF MONO
AND CONTRACTOR
PROVIDING FOR THE OPERATION OF
TRANSFER STATION FACILITIES**

THIS AGREEMENT is made and entered into as of the 1st day of July, 2016 by and between the County of Mono (hereinafter "County"), a political subdivision of the State of California, and **CONTRACTOR** (hereinafter "Contractor").

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 when waste is transported to a County-operated landfill; and

WHEREAS, the County proposes to enter into an Agreement with the Contractor for the operation of the transfer station facilities as described herein; and

WHEREAS, the Contractor represents it is qualified and willing to operate the 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, 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 Pacific Time on the Effective Date of this Agreement (July 1, 2016), 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, and Walker Transfer Station shall commence. The Term shall continue in force for a period of five (5) years from the start of contract operations and shall expire at 11:59 pm Pacific Time, June 30, 2021. The County may elect, at its sole option, to extend the Term of this Agreement for up to two additional periods of a length not exceeding two years each. The County, in its written notice to the Contractor extending the Term, may elect to extend the Term for a period of less than two years, but in such event the lesser period shall be specified in the County's notice. If the County elects either one or both of the extension options, the Contractor shall be bound to perform all Contractor obligations for the additional extension period described in the County's written notice extending the Term. The County shall give the Contractor a minimum of one-hundred eighty (180) days notice prior to the expiration date of the initial Term or, if applicable, the first extension option if the County elects to extend this Agreement.

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, Bridgeport, Chalfant, Paradise, Pumice Valley, and Walker transfer stations (the “Facilities”) and the transfer 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. 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 or her 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 or her designee.

It is agreed 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 TRANSFER OPERATIONS

A. Transfer Station 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 Disposal Site, 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 Disposal Site. 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, with specified Diverted Materials (e.g., white goods, scrap metal, 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 Disposal 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 Disposal Site. The current Designated Disposal Site for the Benton, Chalfant, Paradise and Pumice Valley Facilities is the Benton Crossing Landfill on Pitt Road in Mono County (the "Benton Crossing Landfill"). Solid Waste delivered by Contractor to the Benton Crossing Landfill shall be fully discharged from the transfer container at the active working face. Diverted Materials delivered by Contractor to the Benton Crossing Landfill for processing by the County shall be discharged at the location(s) designated by site personnel. Contractor shall not be charged Gate Fees at the Benton Crossing Landfill for Disposal of Solid Waste that is removed and transferred directly from Facilities pursuant to this Agreement.

D. Designated Disposal Site: Bridgeport and Walker Facilities. The Designated Disposal Sites for Solid Waste handled through the Bridgeport and Walker Facilities shall be either the Benton Crossing Landfill or the Lockwood Regional Landfill in Sparks, Nevada (the "Lockwood Landfill"). Notwithstanding the foregoing, County may, in its sole discretion, require that all Solid Waste handled through the Bridgeport and Walker Facilities be delivered to the Benton Crossing Landfill, upon five (5) business days' written notice to Contractor. In such event, Service Fees shall be adjusted as provided in Section 6.1.A. Contractor shall pay any Gate, Tipping, or other fees and all transportation and other costs associated with the disposal of Solid Waste at the Lockwood Landfill.

E. 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.

F. 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 California Highway Patrol BIT inspections) 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 competently, courteously, and satisfactorily perform those functions 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. 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 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. Blank receipt books shall be furnished to Contractor by the County for use at the Facilities.

At the conclusion of each operating day, the Facility attendant shall tabulate the day's 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.

E. Scale Upkeep and Operation. At Facilities so equipped, Contractor shall operate truck scales during Facility operating hours, weighing all vehicle loads in both the inbound and outbound directions. County Facility 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. Facility personnel shall notify County within 24 hours of identifying functional issues or potential functional issues with the equipment and County shall perform any necessary maintenance and/or repairs to keep truck scales in good working condition and in compliance with Applicable Law and manufacturer's recommendations.

F. Scale Calibration. County shall obtain certification of all truck scales verifying their proper calibration in accordance with applicable law.

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, 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. Contractor shall promptly relocate any waste that is deposited in the wrong area.

Contractor shall abide by the 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, pesticides, and treated wood waste 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 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 shall develop 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. 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.

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. If the County does register the Facilities with the State as Certified Used Oil Collection Centers, or if the County opts to maintain any such existing registration, Contractor shall operate the used oil recycling program in accordance with the County's Used Oil Recycling Plan and applicable rules and regulations established by the California Integrated Waste Management Board. Contractor's responsibilities in that event shall include offering and/or providing the redemption value specified by the State to Customers delivering uncontaminated used motor oil to the Facility for recycling, to the extent required by law. 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, 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, 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 Disposal Site, and the Contractor shall be responsible for the proper evacuation of refrigerants for any white goods not transferred to the Designated Disposal Site.

The County shall provide such storage containers for recyclables as it deems appropriate at the Bridgeport, Paradise, Pumice Valley, Walker, 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.

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 Disposal 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, Walker, Benton or Chalfant Facilities, Contractor shall remove and transport to a recycling processor (as approved by the County), for unloading and subsequent processing. 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. In the event that a recycling container is removed and unavailable during business hours, Contractor shall provide temporary storage capacity for recyclables delivered to the Facility by Customers. 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 site 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, with two (2) open-top roll-offs at the Benton Facility -- 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. County will perform, or provide for the performance of, maintenance of the foregoing facilities and equipment and such facilities and equipment are, and shall at all times remain, the property of County.

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, and a telephone number for emergency purposes.

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. Vector Control. The Contractor shall take adequate measures to protect facility personnel and Customers from risks associated with bears, snakes, 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 dβ at the exterior of the scalehouse door and 40 dβ at Facility boundaries.

4.9 FACILITY UPKEEP

A. General. Contractor shall implement a program to monitor and promptly repair or correct deteriorated or defective conditions with respect to all equipment and other items furnished by Contractor to meet its obligations under this Agreement. All other aspects of the Facilities shall be kept in a state of reasonable orderliness.

B. Cleanliness. Contractor shall provide adequate housekeeping and keep the site in a neat, clean, organized, and professional condition, including sweeping the unloading area, load-out area, and truck scales at a minimum frequency of once per week. Contractor shall take appropriate care to ensure that truck scales are free of

mud, debris, and not otherwise weighted or restricted in a manner that does not allow proper measurement of vehicle loads. 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 (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. County shall provide snow removal on all Facility entrance roads and internal access roads as necessary to ensure uninterrupted vehicle access to unloading areas. The Contractor shall provide snow removal along the scale, stairs, and walkways to provide for uninterrupted pedestrian access once Customers are outside of their vehicle. The County shall be responsible for the maintenance of Facility entrance roads and internal access roads.

E. 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.

F. Structure Protection. Contractor shall be responsible for the protection of Facility structures and shall take all necessary precautions to identify and reduce the potential for their damage, including the use of suitable safeguards.

G. 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 scalehouse 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") 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, and shall be able to read, write, and speak English.

C. Hazardous/Unacceptable Material Training. Contractor shall not allow unloading of material other than Solid Waste at the Facilities.

D. Safety Program and Monthly Safety Meetings. 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.

F. Safety Equipment. 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 Paradise site), 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 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.
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 certified payroll records 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 this 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 this Agreement. The Parties agree that the Service Fees are the only form of compensation to Contractor for the Services provided under this Agreement. 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. 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 Disposal 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 this Agreement 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). If County should direct that Solid Waste handled through the Bridgeport and Walker Facilities be delivered to the Benton Crossing Landfill pursuant to Section 4.2.D, then Service Fees for the transfer of Solid Waste and Bulky Items from those Facilities shall be replaced, as applicable, with those Fees set forth in Exhibit B, attached hereto and incorporated by this reference. Service Fees shall be subject to an annual CPI increase 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 fifteenth (15th) 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. Contractor's monthly invoices shall also include such Additional Services as authorized by the County during the prior month, unless the Solid Waste Superintendent has agreed to another arrangement for payment for such Additional Services in writing. Invoices shall itemize employee hours worked and the number of Pulls from each Facility during the previous month. Following receipt of such invoice, County shall make payment to Contractor within thirty (30) calendar days.

6.4 ANNUAL INFLATION ADJUSTMENT

A. Annual Inflation Adjustment. Subject to the terms herein, the Service Fees shall be adjusted annually for inflation. Each annual adjustment shall be based on the twelve (12) month inflation ending March 31st of each year, and will be effective on July 1 of each adjustment year. The first adjustment will be effective for Services performed on or following July 1, 2017, and will be based on inflation calculated between April 1, 2016 and March 31, 2017.

On or before May 15 of each year, the County shall prepare and submit to Contractor for review the annual inflation adjustments to the Service Fees and supporting calculations. The Service Fees set forth in Section 6.1 of this Agreement shall be revised by the County to reflect such annual adjustments and shall be effective on July 1 of the adjustment year.

B. Method for Determining Annual Inflation Adjustment. The Service Fees shall be adjusted annually to reflect the annual inflation rate measured as the percentage increase or decrease in the seasonally-unadjusted Consumer Price Index for All Urban Consumers (CPI) over the previous twelve (12) months. The expenditure category of the CPI utilized in this adjustment method shall be the "Water and Sewer and Trash Collection Services," as published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. The adjusted Contractor Service Fee shall be calculated as follows:

All adjusted Service Fees shall be rounded to the nearest dollar. In the event that the specified CPI increases by more than four (4) percent in any one year (i.e., $(\text{Current CPI} - \text{Previous CPI}) / \text{Previous CPI}$ is greater than 0.040), the Service Fee adjustment shall be limited to four percent (4%).

C. Change in CPI Expenditure Category. If the Consumer Price Index for All Urban Consumers, "Water and Sewer and Trash Collection Services" expenditure category, is discontinued or revised during the Term by the United States Department of Labor, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI category had not been discontinued or revised. The County shall specify any replacement index to the CPI category at its sole discretion.

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 \$XXX,000 (the “Annual Contract Limit”). Monthly payments to Contractor by County for such Services and work shall not exceed \$XX,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 SUBSTANTIAL CHANGE IN COSTS

Should any federal, State, regional, or local government enact any statute, ordinance, or regulation which substantially alters the nature or cost of Services as considered by this Agreement, Contractor or the County may, after thirty (30) days’ written notice to the affected party, re-open this Agreement for the purposes of re-negotiating the amount of payment due Contractor to meet the obligations of this Agreement under the new statute, ordinance, or regulation. If the amount of compensation cannot be successfully negotiated between the Parties, Contractor or the County shall have the option of terminating this Agreement given thirty (30) days’ written notice.

6.9 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, a log of daily operations, and load inspection forms 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 Disposal 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.

E. Load Inspection. Inspections performed in accordance with the County's Load Checking Program shall be conducted at least once per operating day and submitted monthly.

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 9.2.G. 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 operations 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 and/or omissions of Contractor, its officers, employees, agents, contractors, and/or subcontractors in performing Services under this Agreement; 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 (including any such proceedings threatened or contemplated, provided the County has been placed on notice thereof), 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(e), 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: One million (\$1,000,000) 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 five million (\$5,000,000) 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 "claims-made," or an alternate form as approved by the County.
 - d. 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.
 - e. 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. With respect to Workers' Compensation Coverage, the insurer shall agree to waive all rights of subrogation against the County, its officers, agents, and employees for losses arising from Services performed by Contractor for the County.

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 8.3. 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 8.4 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.

8.4 FAITHFUL PERFORMANCE BOND

Simultaneously with the execution of this Agreement, Contractor shall file with the County a bond, payable to the County, in a form acceptable to the County, securing the Contractor's faithful performance of each and every one of its obligations under this Agreement. The principal sum of the bond shall be fifty thousand dollars (\$50,000). The bond shall be executed as surety by an "A" rated, "T" listed (U.S. Treasury) bonding company authorized to issue surety bonds in the State of California. Alternatively, Contractor may deposit a letter of credit or open a certificate of deposit in the name of the County, approved as to form by County Counsel, to be held to secure this faithful performance. The bond or other surety shall be renewed annually, with certificate furnished to County within two weeks of renewal, and shall remain in full force and effect for the duration of this Agreement. The premium for the bond or other surety shall be paid by Contractor.

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. If Contractor is a franchisee pursuant to Chapter 12.10 of the Mono County Code, County and Contractor understand and agree that, due to Contractor's status as 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 Benton Crossing Landfill 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, if authorized by County, transfer such waste and materials to a disposal facility other than Benton Crossing Landfill without any additional payment to County. These varied commitments require Contractor and County to exercise vigilance and care in managing and accounting for Solid Waste handled pursuant to this Agreement and to Contractor's Franchise Agreement (if applicable). 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 (if applicable). In the event Contractor co-mingles 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 (if applicable), 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 in Section 9.1.D.9.

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 _____

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 Designated Disposal Site by Contractor pursuant to this Agreement or the Franchise Agreement (if applicable).

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, and not protected from disclosure by law or by contract, 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 or her 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 and to any other remedies available to the County. In the alternative, the County may, in its sole discretion, pay any such fines or penalties and seek reimbursement from Contractor or deduct an equivalent amount from a future payment or payments under this Agreement, in addition to any liquidated damages assessed in accordance with this Agreement and to any other remedies available to the County.

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 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 8.4 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 or her 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 or her 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 provision 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, officers, 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 internal laws of the State of California, without regard to its law governing conflicts of law.

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 or other 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 of 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 its 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;
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 all citations and censures, significant or otherwise, that it has suffered over that period;
 - 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;
 - 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, then throughout any period 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 the County reasonably deems to be "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:

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.

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 effect 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 remainder of this Agreement is severable by law. 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

This Agreement may be executed in counterparts.

11.9 MISCELLANEOUS

A. Judicial Venue. The Parties agree that any lawsuit 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.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, 2016.**

EXHIBIT A
SERVICE FEE SCHEDULE



**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

ADDENDUM NO.1

To the
REQUEST FOR BIDS
for

MONO COUNTY TRANSFER STATION OPERATIONS

ADDENDUM ISSUED ON: May 31, 2016

TO: Prospective Bidders for Mono County Transfer Station Operations

FROM: Mono County Department of Public Works

The following changes/clarifications shall be made to the Sample Agreement included in the Bid Package:

1. Section 8.4 of the Sample Agreement, requiring a Faithful Performance Bond, will be removed. This requirement is considered a material consideration for prospective bidders, and the County has determined it is in the best interest of the County to remove this requirement and the associated cost from the Agreement.

END OF ADDENDUM No. 1

I hereby acknowledge receipt and consideration of this Addendum.

Please include signed acknowledgement with Bid Proposal.

Tony Dublino, Solid Waste Superintendent



**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

ADDENDUM NO.2

To the

REQUEST FOR BIDS

for

MONO COUNTY TRANSFER STATION OPERATIONS

ADDENDUM ISSUED ON: June 1, 2016

TO: Prospective Bidders for Mono County Transfer Station Operations

FROM: Mono County Department of Public Works

The Bid Deadline of 12:00 pm, Thursday June 2 is extended by one week to 12:00 pm, Thursday June 9th.

END OF ADDENDUM No. 2

I hereby acknowledge receipt and consideration of this Addendum.

Please include signed acknowledgement with Bid Proposal.

Tony Dublino, Solid Waste Superintendent



**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

ADDENDUM NO.3

To the

REQUEST FOR BIDS

for

MONO COUNTY TRANSFER STATION OPERATIONS

ADDENDUM ISSUED ON: June 7, 2016

TO: Prospective Bidders for Mono County Transfer Station Operations

FROM: Mono County Department of Public Works

The following changes/clarifications shall be made to the Sample Agreement included in the Bid Package:

1. Section 8.3.A.1. will be changed from \$1,000,000 to \$2,000,000 in General Liability insurance.
2. Section 8.3.A.4 will be removed in its entirety.
3. Section 8.3.C.1.c will be changed from a "claims made" policy to a "per occurrence" policy.

END OF ADDENDUM No. 3

I hereby acknowledge receipt and consideration of this Addendum.

Please include signed acknowledgement with Bid Proposal.

Tony Dublino, Solid Waste Superintendent



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2016

Departments: County Counsel, Community Development Department

TIME REQUIRED PUBLIC HEARING - 10:00 A.M. **PERSONS** Scott Burns

SUBJECT Public Hearing - State Route 108
Truck Restriction Ordinance **APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance Recommending the Prohibition of Vehicles and Combination Vehicles With an Overall Length Greater than 38 Feet Kingpin-to-Rear-Axle on an Easterly Segment of State Route 108 (from postmile (PM) 0.0 (Mono County/Tuolumne County line) to PM 9.8 (closure gate west of Marine Corps Mountain Warfare Training Center)

RECOMMENDED ACTION:

Conduct public hearing. Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Scott Burns

PHONE/EMAIL: 760.924.1807 / sburns@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Ordinance
Attachment

History

Time	Who	Approval
6/9/2016 3:42 PM	County Administrative Office	Yes
6/9/2016 3:32 PM	County Counsel	Yes
6/10/2016 8:26 AM	Finance	Yes

Mono County Community Development Department

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

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

June 14, 2016

TO: Honorable Chair and Members of the Board of Supervisors
FROM: Scott Burns, Director
RE: PUBLIC HEARING FOR STATE ROUTE 108 TRUCK RESTRICTION ORDINANCE

RECOMMENDATION

Conduct public hearing; find that the proposed action is exempt from CEQA; introduce, read title, and waive further reading of Ordinance ORD16-__, recommending the prohibition of vehicles and combination vehicles with an overall length greater than 38 feet kingpin-to-rear axle on State Route 108 on an easterly segment of State Route 108.

FISCAL IMPACT

No impact to general fund. Positive impact on local economy as highway road closures will be reduced.

DISCUSSION

This ordinance will affirm an ordinance adopted last year supporting truck restrictions on Hwy 108. At the June 9, 2015 Board of Supervisors meeting, an ordinance recommending prohibition of trucks exceeding 38 feet kingpin-to-rear axle (KPRA) on State Route (SR) 108 was introduced, and on June 16, 2015, the ordinance was adopted (see attached minutes). The ordinance was forwarded to Caltrans, and recently, Caltrans requested that we again adopt the ordinance in a public hearing, and this time Caltrans will post notice along Hwy 108 prior to the hearing. We understand that upon adoption, signs will be installed notifying drivers of the truck restrictions on State Route (SR) 108 from the Mono/Tuolumne County line, (PM) 0.0 to the winter closure gate at PM 9.8.

Please call Scott Burns at 924-1807 if you have questions.

ATTACHMENT

Ordinance No. ORD16-__
Prior Staff Report & Truck Restriction Report
Board Minutes from 6/16/15



ORDINANCE NO. ORD16-__

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS RECOMMENDING THE PROHIBITION OF VEHICLES AND COMBINATION VEHICLES WITH AN OVERALL LENGTH GREATER THAN 38 FEET KINGPIN-TO-REAR-AXLE ON AN EASTERLY SEGMENT OF STATE ROUTE 108

WHEREAS, the California Department of Transportation (Caltrans) has determined that certain large vehicles and combination vehicles described herein, cannot travel on the westerly segment of State Route 108, specified herein, without crossing over the center stripe; and

WHEREAS; Caltrans has determined that this problem can only be resolved by imposing the restrictions described in this ordinance; and

WHEREAS, Caltrans has requested the County's support for its findings and recommendations regarding State Route 108, a highway within the exclusive jurisdiction of the State of California;

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

SECTION ONE: The County of Mono concurs with Caltrans and recommends that vehicles and combination vehicles with an overall length greater than thirty eight (38) feet kingpin-to-rear-axle (KPRA) be prohibited from accessing State Route 108 from postmile (PM) 0.0 (Mono County/Tuolumne County line) to PM 9.8 (closure gate west of Marine Corps Mountain Warfare Training Center).

SECTION TWO: This action, taken at the request of the California Highway Patrol and Caltrans, shall have no effect on the continuing legal responsibilities of the State of California, by and through Caltrans, for the continued and future maintenance of the subject highway and for its duty to the users of said State highway.

SECTION THREE: The Board of Supervisors finds that the proposed restriction qualifies for an exemption from CEQA pursuant to 14 CCR 15301, 15308, and 15311.

SECTION FOUR: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below, and upon appropriate State action and notification of all involved enforcement agencies and the installation of regulatory roadside signs. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

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PASSED, APPROVED and ADOPTED this _____ day of _____, 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Fred Stump, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Mono County Community Development Department

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

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

June 9, 2015

TO: Honorable Chair and Members of the Board of Supervisors

FROM: John-Carl Vallejo, Deputy County Counsel
Scott Burns, Director

RE: STATE ROUTE 108 TRUCK RESTRICTION

RECOMMENDATION

Following the receipt of public testimony, direct staff to file a notice of exemption from the California Environmental Quality Act and adopt ordinance ___, recommending prohibition of trucks exceeding 38 feet kingpin-to-rear axle (KPRA) on State Route (SR) 108 from the Mono/Tuolumne County line, postmile (PM) 0.0, to the winter closure gate at PM 9.8.

FISCAL IMPACT

No impact to general fund. Positive impact on local economy as highway road closures will be reduced.

DISCUSSION

At the request of Caltrans, and as a follow-up to Board direction in January, the attached Truck Restriction Report and ordinance have been drafted to assist in imposing truck restrictions on California State Route 108. The report has been drafted by Caltrans District 9 with input from Mono County staff; local residents via the Bridgeport Valley and Antelope Valley Regional Planning Advisory Committees (RPAC); and agencies such as the California Highway Patrol, Marine Corps Mountain Warfare Training Center and adjacent Tuolumne County.

As the attached report details, "trucks have difficulty navigating SR 108 from PM 0.0 to 9.8 due to small-radius curves, steep grades, and power loss experienced at high altitude. The warping of the roadway through the super-elevation transitions of the reversing curves at PM 4.5 also creates traction problems that compound these factors. Trucks must off-track into the opposing lane and onto the unpaved shoulders to navigate many of the curves between PM 0.0 and 9.8. Trucks blocking the road interrupt the flow of traffic including any potential emergency response vehicles or equipment on SR 108. When trucks get stuck they frequently end up crushing roadside vegetation and risk spilling their load. Traffic can be blocked for several hours while Caltrans, California Highway Patrol (CHP), and tow services attend to the situation."

Caltrans is not unilaterally authorized to prohibit truck travel on State highways. The California Vehicle Code allows counties to restrict, by ordinance or resolution, commercial vehicles subject to specific conditions in the law. In conjunction with Caltrans, Mono County has drafted an ordinance to prohibit travel by trucks greater than 38 feet KPRA from PM 0.0 to PM 9.8.

A public notice inviting comment on and review of the attached draft ordinance and report was published in local newspapers, and Caltrans District 9 staff, including Deputy District Director Ryan Dermody and District Engineer Terri Erlwein, have presented the concept to both the Bridgeport and Antelope Valley RPACs. Comments to date have been supportive, and no comments in opposition have been received.

Any comments received following the preparation of this staff report will be presented at the Tuesday agenda item. If approved, the ordinance and report will be forwarded to Caltrans for further processing, with the effective date of the restriction occurring upon approval by the Caltrans Director and installation of signs notifying of the truck restrictions.

Please call John-Carl Vallejo at 932-5406 or Scott Burns at 924-1807 if you have questions concerning this matter.

ATTACHMENT

Ordinance No.

Truck Restriction Report



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ORDINANCE NO. 15-__
AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS RECOMMENDING THE PROHIBITION OF
VEHICLES AND COMBINATION VEHICLES WITH AN OVERALL LENGTH
GREATER THAN 38 FEET KING PIN TO REAR AXLE FROM ACCESSING AN
EASTERLY SEGMENT OF STATE ROUTE 108

WHEREAS, the California Department of Transportation (Caltrans) has determined that certain large vehicles and combination vehicles described herein, cannot travel on the westerly segment of State Route 108, specified herein, without crossing over the center stripe; and

WHEREAS; Caltrans has determined that this problem can only be resolved by imposing the herein identified restrictions; and

WHEREAS, the County of Mono is requested to support Caltrans' findings and recommendations regarding State Route 108, a highway within the exclusive jurisdiction of the State of California.

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

SECTION ONE: The County of Mono concurs with Caltrans and recommends that vehicles and combination vehicles with an overall length greater than thirty eight (38) feet king pin to rear axle (KPRI) be prohibited access to State Route 108 from postmile (PM) 0.0 (Mono County/Tuolumne County line) to PM 9.8 (closure gate west of Marine Corps Mountain Warfare Training Center).

SECTION TWO: This action, taken at the request of the California Highway Patrol and Caltrans, shall have no effect on the continuing legal responsibilities of the State of California, by and through Caltrans, for the continued and future maintenance of the subject highway and for its duty to the users of said State highway.

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Truck Restriction Report California State Route 108

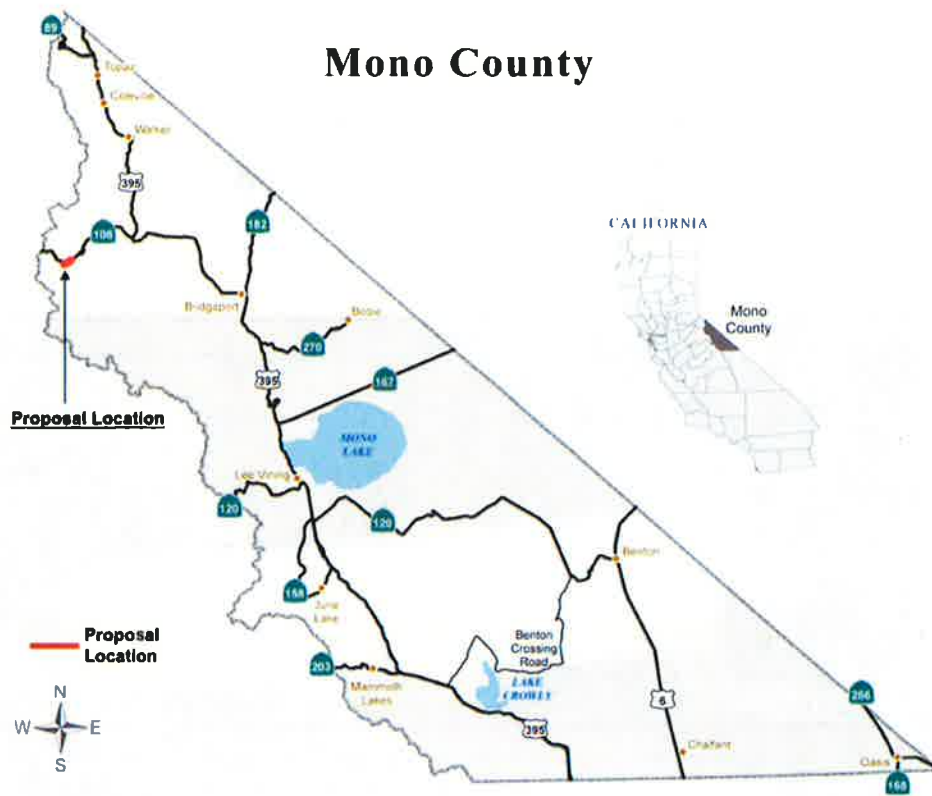


In Caltrans District 9 in Mono County on State Route 108 near Sonora Junction
from the Tuolumne/Mono County Line to the Winter Closure Gate at Postmile 9.8

TRUCK RESTRICTION REPORT FOR MONO COUNTY DRAFT RESOLUTION 15-___.

LOCATION MAP

Mono County



In Caltrans District 9 in Mono County on State Route 108 near Sonora Junction from the Tuolumne/Mono County Line to the Winter Closure Gate at Postmile 9.8

1. PROPOSAL

The proposed project involves implementing a restriction in truck length on the westerly portion of State Route (SR) 108 in Mono County from the Mono/Tuolumne County line, postmile (PM) 0.0, to the winter closure gate at PM 9.8; west of the Marine Corps Mountain Warfare Training Center (MCMWTC). The restriction would prohibit vehicles longer than 38 feet kingpin to rear axle (KPR) west of the MCMWTC, which is a terminus for the Surface Transportation Assistance Act (STAA) portion of SR 108. This restriction would prohibit all STAA-sized vehicles and the majority of CA Legal-sized trucks.

The STAA allows large trucks to operate on Interstate and certain Federal Aid Primary System routes - collectively called the National Network. In California the STAA Network consists of the National Network and Terminal Access routes. STAA trucks are limited to the STAA Network routes.

California Legal (CA Legal) trucks can travel on STAA, CA Legal, and CA Legal Advisory routes. CA Legal trucks have access to the entire State highway system except where prohibited. California statutes limit the overall length of a tractor semi-trailer combination to 65 feet for truck operation on all highways in California unless National Network provisions apply. For the designated CA Legal tractor semi-trailer combination, the law limits the KPR length to 40 feet for semi-trailers with two or more axles and 38 feet for a single-axle semi-trailer.

SR 108 in Mono County, from the MCMWTC at PM 11.073 to the junction of US 395 at PM 15.15 is considered a Terminal Access route and part of the STAA network. Therefore, lawful access by the longer federally legal STAA combination vehicles is allowed.

Between PM 0.0 and PM 11.073 STAA trucks are prohibited and only CA Legal combination vehicles are currently allowed. SR 108 in Mono County between PM 0.0 and PM 11.073 has an existing advisory 30-foot maximum KPR length designation per the Caltrans Truck Networks on California State Highways Map. SR 108 in Tuolumne County between PM 31.3 and PM 46.4 has an advisory 30-foot maximum KPR length designation on the Caltrans Truck Networks on California State Highways Map (see Attachment A - *Truck Networks on California State Highways – Districts 9 & 10*).

Caltrans is not unilaterally authorized to prohibit truck travel on State highways. California Vehicle Code (CVC) sections 21101 through 21104, 35400 through 35401 and 35701 through 35715 allow cities and counties to restrict, by ordinance or resolution, commercial vehicles subject to the specific conditions in those sections. In conjunction with Caltrans, Mono County has drafted an ordinance to prohibit travel by trucks greater than 38 feet KPR from PM 0.0 to PM 9.8 (see Attachment B - *Mono County Draft Resolution* and Attachment C - *Relevant CVC*).

2. JUSTIFICATION

Trucks have difficulty navigating SR 108 from PM 0.0 to 9.8 due to small radius curves, steep grades, and power loss experienced at high altitude. The warping of the roadway through the super-elevation transitions of the reversing curves at PM 4.5 also creates traction problems that compound these factors. Trucks must off-track into the opposing lane and onto the unpaved shoulders to navigate many of the curves between PM 0.0 and 9.8. Trucks blocking the road interrupt the flow of traffic, including any potential emergency response vehicles or equipment on SR 108. When trucks get stuck they frequently end up crushing roadside vegetation and risk spilling their load. Traffic can be blocked for several hours while Caltrans, California Highway Patrol (CHP), and tow services attend to the situation. The approximate average per hour cost for delay and response is \$1,981.

Existing Geometrics:

Between the Tuolumne/Mono County line and US 395 there are several grades steeper than 20%, and seven curves with radii less than 100 feet that turn through more than 80 degrees. Of all of the locations on SR 108 in Mono County, the curves between PM 4.5 and 4.6 have the most extreme geometrics. This location consists of reversing curves, a 91-foot radius curve to the right followed immediately by an 89-foot radius curve to the left. The super-elevation rotation compounded with the steep longitudinal profile results in an instantaneous gradient of 29% at about PM 4.56, the point where the curve reverses. Both of the curves turn over 80 degrees. There are 11-foot-wide lanes with no paved shoulders along this section. Only about two feet of dirt shoulder is restricted by a rock escarpment on one side and a steep embankment on the other.

Operational and Safety Considerations:

According to Bishop, Sonora and Merced CHP dispatch records, stuck trucks have blocked SR 108 for one to six hours, approximately 80 separate times between January 2005 and February 2010 (see Attachment D - *Mapping of Frequency of Stuck Vehicles on SR 108 By Location* and Attachment E - *Summary of CHP Dispatch Logs - Stuck Vehicles*). Forty-one of the 80 incidents occurred at PM 4.5. Nearly every one of these incidents involved five axle truck and trailer combinations. At least 78% (32 of 41) of the trucks stuck at PM 4.5 were STAA-sized trucks. According to CHP radio logs only seven trucks became stuck to the west of PM 0.0 and 4.5. The exact location of 11 of the 80 incidents could not be determined by the CHP dispatch records. There is no evidence that buses get stuck on SR 108.

A video camera study at PM 4.5 between August 7, 2010, and August 30, 2010, recorded a total of 39 trucks during that period for an average truck volume of 1.70 trucks/day. Of the 39 trucks that passed PM 4.5, two became stuck and all 39 off-tracked into the opposing lane. That would indicate an average rate of 5% of the trucks that get to PM 4.5 get stuck at PM 4.5. All stuck trucks were traveling uphill, westbound.

Westbound trucks have no opportunity to turn around once past PM 9.8. Trucks risk getting stuck if they stop; due to insufficient traction, power, or truck-turning radius.

Stuck trucks often completely block the road; causing major delays and requiring Caltrans and/or CHP personnel to direct traffic. Tow trucks from Lee Vining or Walker often cannot get around the truck trailer to access the cab, and must come from Tuolumne County on the west side of the Sierra. The response time from Tuolumne is usually more than one hour.

Off-tracking occurs when the rear wheels of a vehicle do not follow the same path as the front wheels as a vehicle negotiates a turn. Longer vehicles off-track more than shorter vehicles. Additionally, off-tracking increases as curve radius decreases. The short-curve radii combined with long trucks negotiating curves along SR 108 can result in significant off-tracking. The photo below illustrates the off-tracking that occurs at PM 7.0, the first short-radius curve that a westbound truck will encounter. The green lines simulate the innermost and outermost wheel tracks for a 40’ King Pin-to-Rear Axle (KPR) truck. As seen in this photo, the truck occupies the opposing lanes in order to make the turn. Trucks are making this move while unable to see approaching traffic.



MNO 108 – Example of Truck Off-Tracking at PM 7.0

Current Regulations, Policy, and Signage on SR 108

SR 108 Trucking Route Designations – Districts 9 and 10

Begin PM	End PM	Trucking Route Designation
TUO 31.3	MNO 11.073	CA Legal Advisory Route – 30-foot KPR Advisory
MNO 11.073	MNO 15.1	Terminal Access Route – STAA allowed

Yellow and black warning signs posted on US 395 northbound and southbound just before SR 108 caution drivers; “Tractor-Semis over 30 feet King Pin to Rear Axle Not Advised on 108 Over Sonora Pass.” Four yellow and black advisory signs are posted on westbound SR 108.

Advisory Signs on SR 108

Location	Message/Description of Sign
PM 15.1	“ Steep grades ahead not advisable for trucks or trailers ”
PM 14.6	“ 26% grade 10 miles ahead ” / This is a pictorial sign showing a tractor and trailer on a grade.
PM 11.2	“ Tractor-semis over 30 feet kingpin-to-rear axle not advised ” “ End STAA Truck Route ” symbol posted on both sides of the road
PM 7.3	“ Sonora Pass Ahead Steep and Narrow Grade Not Advisable to tow House Trailers ”

Note: All signs face westbound drivers

At PM 11.2 there is a blue and white “End T” sign indicating that Terminal access to the STAA trucks stops at the USMC MWTC. According to the CHP, this California sign is not understood by most out-of-state truck drivers. As a result, some STAA trucks continue beyond this point into the sections of SR 108 where STAA trucks are prohibited.

The *Trucker Road Atlas Map Book* and the STAA maps delineate the highway as being restricted to STAA combination vehicles. However, common road atlases and maps produced for the general public do not show that restriction. In addition, programs for laptop computers and GPS devices do not show the restrictions. With the high cost of fuel and maintenance, trucking companies and drivers seek out shorter routes of travel from the Eastern Sierra to the west side of the mountains. The STAA restriction and the advisory signing are not effective at stopping over-length trucks from using SR 108.

Alternatives Considered

In the past, trucks towing "Trailerhouses" frequently departed the road at PM 4.5 due to brake failure, thus the name “Trailerhouse Curve” was given to the reversing curves at this location. In 1990, the District 9 Traffic Engineer drafted a Traffic Report that discussed two build and two no build alternatives. The alternatives proposed in the report were to straighten curves at PM 4.5 and 7.0, and/or to install regulatory signage and turn-arounds for trucks. As a result of this report, a project to realign SR 108 at Trailerhouse Curve was proposed in 1999 for the District 9 Minor Program. Initial scoping was completed on this project, but it was not developed to the point of having an approved Project Report with an Environmental Document. The project was never funded and was ultimately dropped due to environmental concerns and lack of funding.

Advisory signage was installed around the year 2000, however trucks continue to use SR 108 at a rate of about 1.7 trucks/day. About 5% of the trucks that manage to get to PM 4.5 from the east, traveling westbound, get stuck at PM 4.5.

In 2011, Caltrans District 9 Project Development wrote a Feasibility Study to look at alternative project ideas for realigning SR 108. Five alternatives were presented and analyzed. Alternative 4 was a truck length restriction and is being pursued with this proposal.

The effectiveness of a maximum KPRA length restriction is dependent upon enforcement by the CHP. Four advisory signs posted for westbound traffic warn truckers of the geometric restrictions ahead (see table “Advisory Signs on SR 108” above). A regulatory restriction on STAA-sized trucks currently exists on SR 108 in Mono County between PM 0.0 and 11.4 (CVC Sections 35400 (a), 35401 (a) and 35401.5 (a)). With the current regulatory restriction and the four advisory signs posted for westbound traffic STAA trucks still travel or attempt to travel over Sonora Pass. 78% (32 of 41) of the vehicles stuck at PM 4.5 were STAA trucks, trucks that are already statutorily prohibited.

Environmental Conditions:

It is anticipated that this project will require a Categorical Exemption under the California Environmental Quality Act (CEQA). Mono County determined the following : the proposed regulation is exempt from CEQA as a Categorical Exemption Class 1, existing highway operation with no expansion of use; addition of safety devices for existing structures (including navigational devices); and new copy on existing signs. Also as a Class 8 regulatory agency action for protection of the environment; and as a Class 11 exemption for signs appurtenant to institutional facilities. The project is also covered by the general rule exemption (section 15061), which provides that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Land Use:

SR 108 begins at SR 132 in Modesto (Stanislaus County) and ends at Sonora Junction in Mono County. 15.15 miles of SR 108 is within Mono County, Caltrans District 9. Within Mono County the elevation of SR 108 varies from approximately 9,628 feet at Sonora Pass to 6,900 feet at US 395. SR 108 is a two-lane conventional highway classified as a minor arterial. It is an Interregional Road System route and is eligible for status as a State Scenic Highway. The existing two-lane conventional highway has 11-foot lanes and no shoulders in the area of potential restriction. Caltrans has a Federal Highway Administration easement, 100 feet wide centered on the existing alignment.

SR 108 is also a Forest Highway (FH-038) serving the Stanislaus and Toiyabe national forests. There are 21 US Forest Service (USFS)-owned campgrounds on the route. The USFS owns most of the land along SR 108, with an easement for the MCMWTC. The USFS Bridgeport Ranger District has indicated no logging or mining operations in Mono County that are dependent upon use of SR 108. Cattle graze the pastures along SR 108 in Mono County, where fencing prevents them from entering the highway.

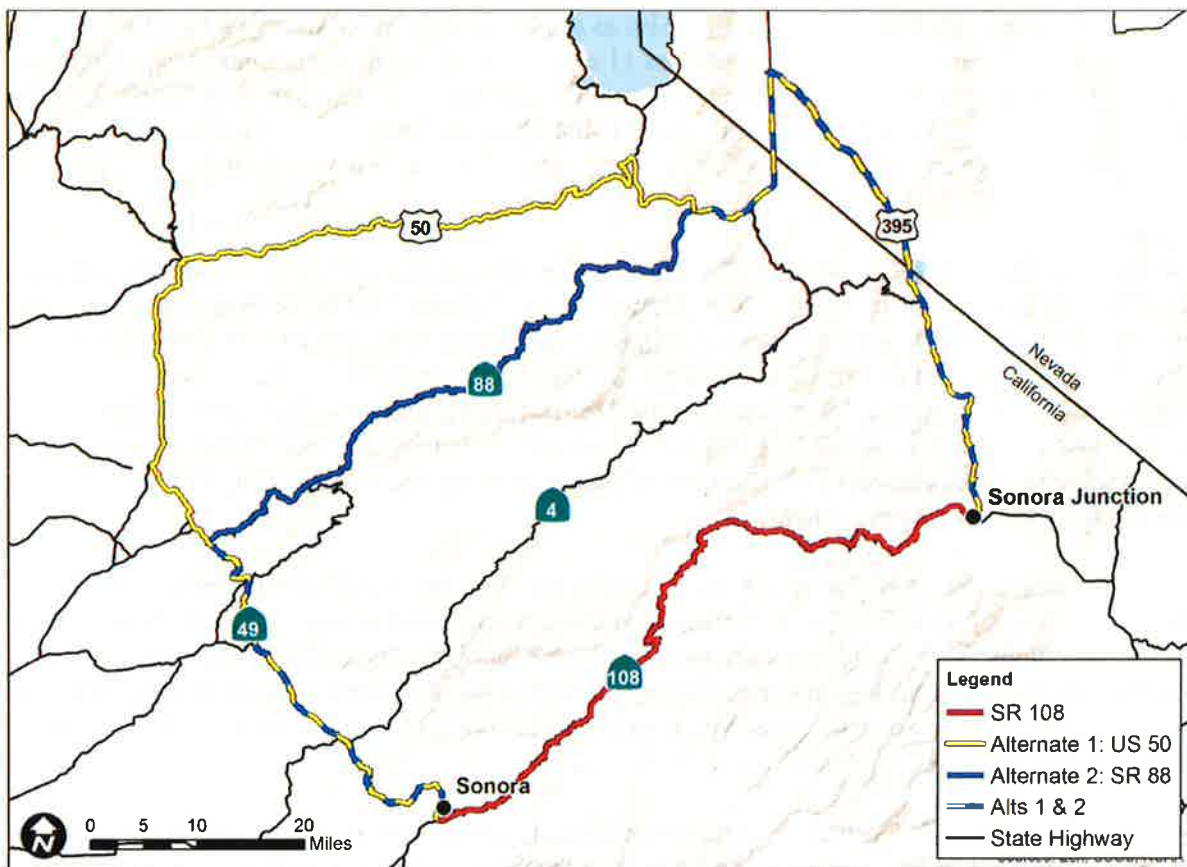
In Mono County SR 108 primarily serves recreational and MCMWTC traffic during the summer months. The *US 395 Origination and Destination Study* conducted during the summer of 2011 showed that approximately 50% of the trips on SR 108 are for recreational purposes. Due to severe winter weather conditions, SR 108 between PM 0.0 to PM 9.84 is usually closed from

November to May, for an annual average of 177 days. Only the section from US 395 to the MCMWTC is kept open year round.

In Tuolumne County, on the west side of the Sierra, SR 108 is typically closed in the winter between PM 37.40 at the first closure gate beyond Strawberry and PM 66.97 at the Mono County Line. Truck traffic volume tapers down to about 2% by the time it nears the Mono County Line. Truck traffic on SR 108 west of Sonora Pass is a mixture of timber-hauling trucks, delivery trucks, and recreational vehicles.

SR 108 is currently operating at a Highway Capacity Level of Service (LOS) C. There are no capacity increasing projects being proposed for SR 108 due to the steep mountainous terrain and environmental constraints; therefore the concept LOS D is acceptable. Because SR 108 is in an environmentally sensitive area and funding constraints, the highway will likely remain a two-lane conventional highway between PM 0.0 and PM 15.15, the entire length of SR 108 in Mono County, for the foreseeable future.

Alternative Routes



If a truck restriction is put in place on SR 108, existing routes already approved for truck use will be recommended. SR 108 and nearby routes all traverse the same alpine terrain and high mountain areas. US 50 is the recommended truck route under the proposed restriction. US 50

remains open year-round and is subject to winter driving conditions. US 50 is predominantly four lanes from Carson City, NV, to the junction with US 99 in California. When traveling north on US 395 and then west, many travelers use SR 88 and SR 89 to get to US 50. This route is shorter than using US 395 to US 50 and is open year round and approved for trucks. The SR 88 and SR 89 portions are two-lane with few passing opportunities.

SR 88 is also open to trucks and is open year round, but is two-lane conventional highway with few passing opportunities and is subject to winter driving conditions. Interstate 80 is also a trans-Sierra route, but it is considerably longer than either US 50 or SR 88 to get to Sonora. If a truck destination is Sacramento, the Bay Area or points north, Interstate 80 is the most appropriate route.

Economic Analysis

If trucks greater than 38 feet are prohibited on US 108, the driving distance between the US 395/SR 108 junction and the SR 108/SR 49 junction (in Sonora) would be 91 and 113 miles longer by the two shortest alternatives. The distances are :

- Via SR 108 - 80 miles.
- Via SR 88 - 171 miles.
- Via SR 89 to US 50 - 196 miles.

There are approximately two trucks per day that use SR 108 to get to Sonora. The extra fuel cost to drive SR 88 would be \$273 at \$3 per gallon for fuel and to drive SR 88 to US 50 would be \$339 more than SR 108 at \$3 per gallon for fuel.

Some stuck truck incidents last only one hour and some go as long as 6 hours. Assuming a stuck truck incident averages three hours, the number of vehicles caught in a three-hour delay would be approximately 150 (50 cars per hour). According to the Caltrans Traffic Management Plans delay costs, the cost per car per hour for delay is \$12.07. This would result in a cost of \$3620 per incident just for delay for cars (50 cars for three hours, 50 cars for two hours and 50 cars for one hour). The cost per hour per truck from the same source is \$29.86, resulting in a cost of \$90 per incident for the truck delay. The cost for a tow truck capable of moving an STAA size semi-truck is \$300 per hour according to the single local tow company. The tow company starts the charges when they leave their facility. For a three-hour incident, there will generally be five hours charged for the drive time plus the time to move the truck. The average cost of stuck truck incidents for a tow is \$1,500.

The cost for Caltrans and CHP response has been calculated to be \$90.98 per hour for CHP and \$152.25 per hour for Caltrans labor and equipment resulting in a cost of \$730 for each incident. The total cost estimate for an average three-hour incident is \$5,940 for vehicle delay, tow charges and CHP and Caltrans response time. The average per hour cost for delay, tow charges and response would be \$1,981.

The cost to an individual truck is substantially less than the cost to the State, the trucking company and the traveling public for any one incident.

Stakeholder Consultations

Research into the feasibility of a maximum KPRA length restriction has been completed already. On April 7, 2010, the Caltrans District 9 Director met with the Policy Development committee for the California Truckers Association to discuss the effects a reduction of the maximum KPRA length would have on their membership. The committee indicated that there would be minimal effect on their members since most trucking companies avoid SR 108 and route deliveries on alternative routes. In addition, the committee indicated that it would not oppose a reduction of the maximum KPRA length. Caltrans District 10 Maintenance, operations and public information have indicated support for a maximum KPRA restriction.

Caltrans District 9 planning and traffic operations staff met with the Mono County Local Transportation Commission (LTC), the Mono County Board of Supervisors (BOS), the Antelope Valley Regional Planning Advisory Committee (RPAC) and the Bridgeport RPAC. All of the consulted boards and commissions have voiced support for the proposed truck-length restriction. The California Highway Patrol, the Mono County Sheriff's department and the MCMWTC have been informed of the proposed truck restriction and have written letters and emails of support (see Attachment F - *Process for CVC Restriction and Recommendations for the Final Truck Restriction Report*).

Public Hearings

In order to pass a resolution to restrict the length of trucks in Mono County, the Board of Supervisors has to undergo a public reading of the draft ordinance, take public comment and then read the final draft at a public hearing. The public process has been initiated via conceptual concurrence from the Mono County BOS. Public outreach to potentially impacted communities has occurred through the RPACs and Mono LTC (see Attachment G - *Process for CVC Restriction and Recommendations for the Final Truck Restriction Report*).

3. LIST OF ATTACHMENTS

Attachment A	Map, “Truck Networks on California State Highways – Districts 9 & 10”
Attachment B	Mono County Draft Resolution
Attachment C	Relevant CVC
Attachment D	Mapping of Frequency of Stuck Vehicles on SR 108 By Location
Attachment E	Summary of CHP Dispatch Logs – Stuck Vehicles
Attachment F	Letters of support
Attachment G	Process for CVC Restriction and Recommendations for the Final Truck Restriction Report

ATTACHMENT A

Truck Networks on California State Highways – Districts 9 & 10

TRUCK NETWORKS on California State Highways

DISTRICT 9





Map 9 of 12

Not to scale

Last revised April 23, 2014

LEGEND

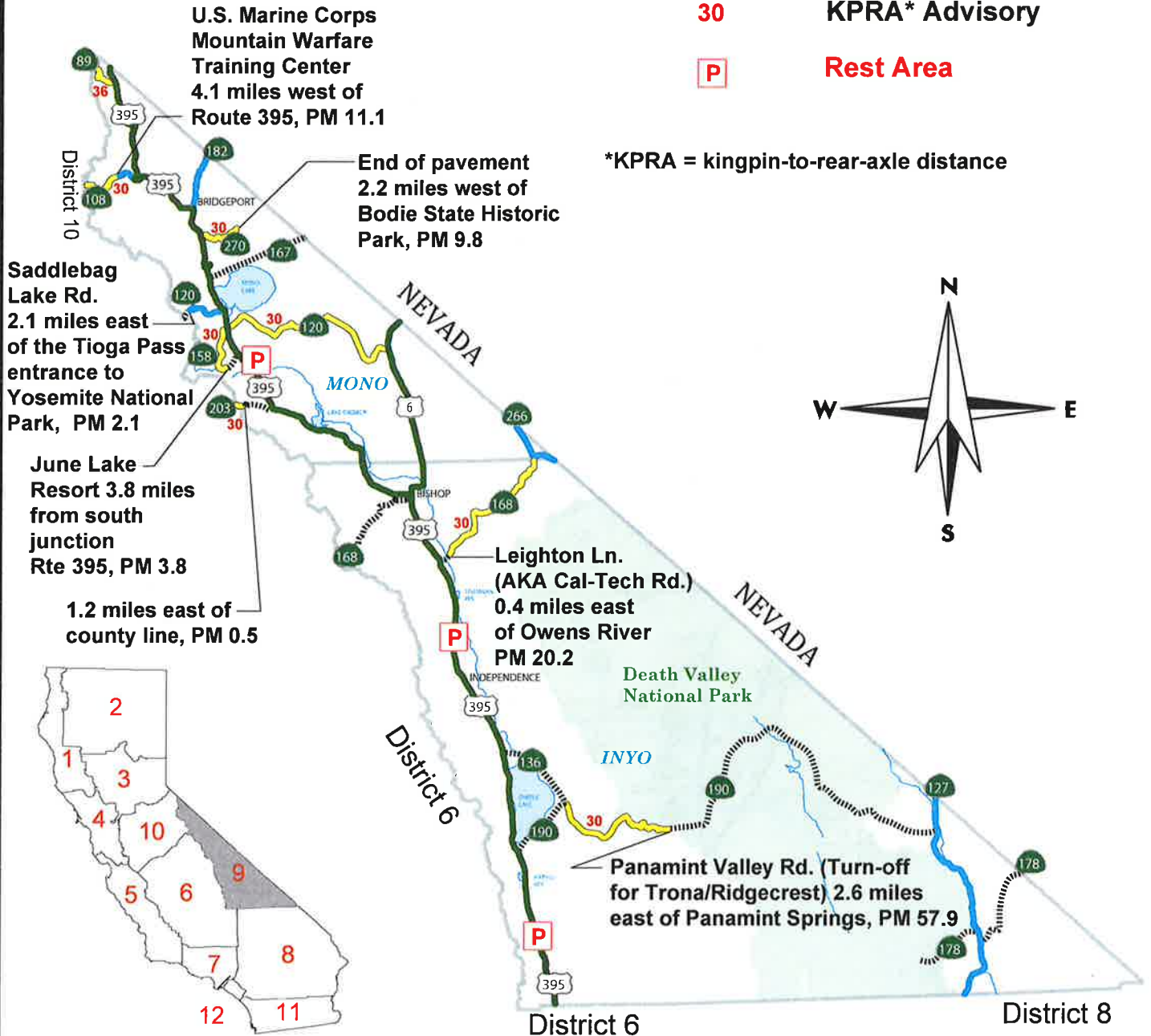
(CLICK HERE FOR MORE DETAILED LEGEND)

-  National Network (STAA)
-  Terminal Access (STAA)
-  California Legal Network
-  Ca Legal Advisory Route

30 KPRA* Advisory

P Rest Area

*KPRA = kingpin-to-rear-axle distance



California Department of Transportation
Legal Truck Access Branch



TRUCK NETWORKS on California State Highways

DISTRICT 10

Map 10 of 12

Not to scale

Last revised March 20, 2013

Rte 104 near Ione: Begin Advisory at Michigan Bar Rd., 3.3 miles west of Jct Rte 124 (PM 2.4). Begin California Legal at Foothill Blvd., 0.5 miles east of Jct Rte 124 (PM 6.3). End California Legal at Jct Rte 88 (PM 8.2).

Rte 124 near Ione: Begin Advisory 1.5 miles south of Ione, 0.2 miles north of Ione-Buena Vista Rd. (PM 1.0). Begin California Legal at Waterman Rd. 1.2 miles north of Jct Rte 104 (PM 3.5).

Port of Stockton Expressway (Daggett Rd.), PM 12.6

Tracy Blvd., PM 6.0

West access road to Podesta Farms, 1.35 miles east of Fine Rd. (turn left at "Podesta Packing" sign), PM 14.0

Escalon-Bellota Rd. PM 15.1

Rte 140 in Gustine: Advisory 30 from S. Jct 33 (PM 4.4) to N. Jct 33 (PM 6.1)

Cottonwood Rd. PM 22.4

TURNING RESTRICTION: STAA trucks on eastbound 104 may not turn right onto southbound 49.

Schneider Rd., PM 2.2

Main St. in Plymouth, PM 17.2

Markleeville, PM 14.8

Pine Hill Resort, 2.5 miles north of Jct Rte 4, PM 12.5

Silvertip Campground Entrance, PM 3.0

Herring Creek Ln. in Strawberry, PM 31.3

Rock Creek Rd. at O'Byrnes Ferry Rd. near Copperopolis, PM 8.1

Pondorosa Dr. in Sonora, PM 17.3

S. Jct Rte 49, PM 23.9

Turn-around at 1.25 miles north of Bear Valley, PM 30.7

NOTE: Commercial trucking through Yosemite is prohibited. For vehicle size limits see: www.nps.gov/yose/planyourvisit/restrictions.htm

NOTE: Rte 140 has been closed temporarily due to a landslide. A temporary detour was constructed; however, vehicles MORE THAN 45 feet in length MAY NOT use the Rte 140 detour. All vehicles more than 45 feet in length MUST use Rte 120 or Rte 41 to enter Yosemite.








La Grange Rd. in La Grange (County Rd "J59") PM 45.8

Triangle Rd. 2.1 miles west of Midpines, PM 26.3

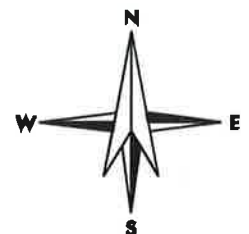
California Department of Transportation Truck Size Unit

LEGEND

(CLICK HERE FOR MORE DETAILED LEGEND)

-  National Network (STAA)
-  Terminal Access (STAA)
-  California Legal Network
-  Ca Legal Advisory Route
-  KPRA* Advisory
-  Port
-  Rest Area

*KPRA = kingpin-to-rear-axle distance



ATTACHMENT B

Mono County Draft Resolution



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RESOLUTION NO. 15-__
A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS RECOMMENDING THE PROHIBITION OF
VEHICLES AND COMBINATION VEHICLES WITH AN OVERALL LENGTH
GREATER THAN 38 FEET KING PIN TO REAR AXLE FROM ACCESSING AN
EASTERLY SEGMENT OF STATE ROUTE 108

WHEREAS, the California Department of Transportation (Caltrans) has determined that certain large vehicles and combination vehicles described herein, cannot travel on the westerly segment of State Route 108, specified herein, without crossing over the center stripe; and

WHEREAS; Caltrans has determined that this problem can only be resolved by imposing the herein identified restrictions; and

WHEREAS, the County of Mono is requested to support Caltrans' findings and recommendations regarding State Route 108, a highway within the exclusive jurisdiction of the State of California;

WHEREAS, the County of Mono determined the following: the proposed regulation is exempt from CEQA as a Categorical Exemption Class 1, existing highway operation with no expansion of use; addition of safety devices for existing structures (including navigational devices); and new copy on existing signs. Also as a Class 8 regulatory agency action for protection of the environment; and as a Class 11 exemption for signs appurtenant to institutional facilities. The project is also covered by the general rule exemption (section 15061), which provides that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

NOW, THEREFORE, the Board of Supervisors of the County of Mono **RESOLVES** as follows:

SECTION ONE: The County of Mono concurs with Caltrans and recommends that vehicles and combination vehicles with an overall length greater than thirty eight (38) feet king pin to rear axle (KPRI) be prohibited access to State Route 108 from postmile (PM) 0.0 (Mono County/Tuolumne County line) to PM 9.8 (closure gate west of Marine Corps Mountain Warfare Training Center).

SECTION TWO: This action, taken at the request of the California Highway Patrol and Caltrans, shall have no effect on the continuing legal responsibilities of the State of California, by and through Caltrans, for the continued and future maintenance



1 of the subject highway and for its duty to the users of said State highway.

2 //

3 //

4 //

5 //

6 //

7 **SECTION THREE:** This resolution shall become effective upon appropriate State
8 action and notification of all involved enforcement agencies and the installation of
9 regulatory roadside signs.

10 *PASSED, APPROVED and ADOPTED* this ____ day of _____, 2015, by the
11 following vote, to wit:

12 AYES:
13 NOES:
14 ABSENT:
15 ABSTAIN:

16 _____
17 Timothy E. Fesko, Chair
18 Mono County Board of Supervisors

19 ATTEST:

20 APPROVED AS TO FORM:

21 _____
22 ROBERT MUSIL, Clerk

23 _____
24 COUNTY COUNSEL

ATTACHMENT C

Relevant CVC

The California Vehicle Code (CVC) Section 21101 allows the restriction of certain vehicles, by stating that, "Local authorities...may adopt rules and regulations by ordinance or resolution... (c) Prohibiting the use of particular highways by certain vehicles..." CVC Section 21104 further states "...an ordinance or resolution which is submitted to the Department of Transportation...in complete draft form for approval...is effective as to any state highway..."

CVC Section 35702 requires Caltrans approval, and the designation of an alternate route, by stating that, "No ordinance proposed under Section 35701 is effective with respect to any...state highway, until the ordinance has been submitted by the...local authority to, and approved in writing by, the Department of Transportation. ...the local authority shall designate...an alternate route..."

Restrictions on the length of vehicle allowed on California State Highways are outlined in the California Vehicle Code (CVC) under Division 15, Chapter 4, Section 35401, "Combination Vehicles". The method for achieving a restriction is described in sub sections (e) and (f).

Restrictions below the 38 foot maximum KPRA are explicitly prohibited by this statute.

The CVC states under sub-section (e),

"A city or county, upon a determination that a highway or portion of highway under its jurisdiction cannot, in consideration of public safety, sustain the operation of trailers or semitrailers of the maximum kingpin-to-rear-most axle distances permitted under Section 35400, may, by ordinance, establish lesser distances consistent with the maximum distances that the highway or highway portion can sustain, except that a city or county may not restrict the kingpin-to-rear-most axle measurements to less than 38 feet on those highways or highway portions. A city or county considering the adoption of an ordinance shall consider, but not be limited to, consideration of all of the following:

- (1) A comparison of the operating characteristics of the vehicles to be limited as compared to operating characteristics of other vehicles regulated by this code.*
- (2) Actual traffic volume.*
- (3) Frequency of accidents.*
- (4) Any other relevant data.*

In addition, the city or county may appoint an advisory committee consisting of local representatives of those interests that are likely to be affected and shall consider the recommendations of the advisory committee in adopting the ordinance. The ordinance may not be effective until appropriate signs are erected indicating the highways or highway portions affected by the ordinance.

This subdivision shall only become operative upon the adoption of an enabling ordinance by a city or county."

The CVC states under sub-section (f),

"Whenever, in the judgment of the Department of Transportation, a state highway cannot, in consideration of public safety, sustain the operation of trailers or semitrailers of the maximum kingpin-to-rear-most axle distances permitted under Section 35400, the director, in consultation with the Department of Highway Patrol, shall compile data on total traffic volume, frequency of use by vehicles covered by this subdivision, accidents involving these vehicles, and other relevant data to

assess whether these vehicles are a threat to public safety and should be excluded from the highway or highway segment. The study, containing the conclusions and recommendations of the director, shall be submitted to the Secretary of the Business, Transportation and Housing Agency. Unless otherwise notified by the secretary, the director shall hold public hearings in accordance with the procedures set for in Article 3 (commencing with Section 35650) of Chapter 5 for the purpose of determining the maximum kingpin-to-rear axle length, which shall be not less than 38 feet, that the highway or highway segment can sustain without unreasonable threat to the safety of the public. Upon basis of the findings, the Director of Transportation shall declare in writing the maximum kingpin-to-rear axle lengths which can be maintained with safety upon the highway. Following the declaration of maximum lengths are provided by this subdivision, the Department of Transportation determines to be necessary to give adequate notice of the length limits.

The Department of Transportation in consultation with the Department of the California Highway Patrol, shall compile traffic volume, geometric, and other relevant data, to assess the maximum kingpin-to-rear axle distance of vehicle combinations appropriate for those state highways or portion of highways, affected by this section, that cannot safely accommodate trailers or semitrailers of the maximum kingpin-to-rear axle distances permitted under Section 35400. The department shall erect suitable sights appropriately restricting truck travel on those highways, or portions of highways.”

ATTACHMENT D

Mapping of Frequency of Stuck Vehicles on SR 108 By Location

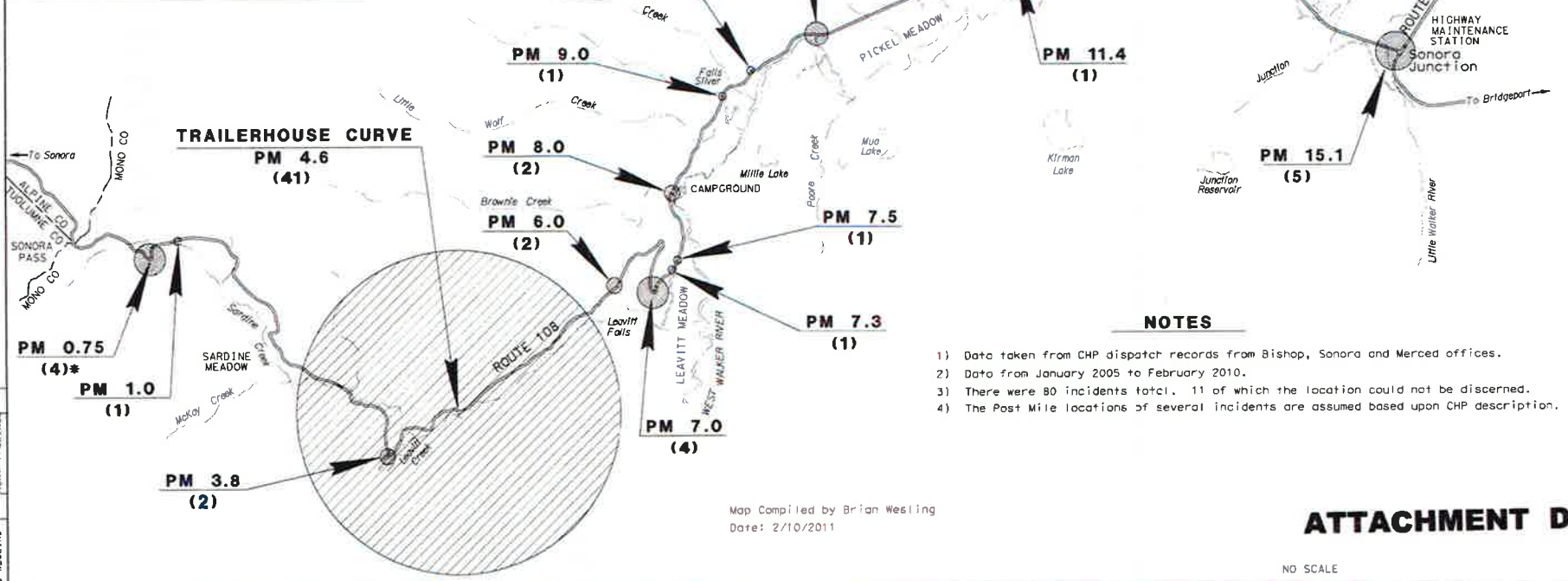


MAPPING OF FREQUENCY OF STUCK VEHICLES ON SR 108 BY LOCATION

LEGEND

- = One Incident of a Stuck Vehicle
(Size of circle is proportional to frequency of stuck vehicles)
- PM X.X**
(X) = Top Number is the Post Mile
Bottom Number is the Number of Stuck Vehicles
- = CHP reports say "just east of summit" PM 0.75 is assumed.

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.



NOTES

- 1) Data taken from CHP dispatch records from Bishop, Sonora and Merced offices.
- 2) Data from January 2005 to February 2010.
- 3) There were 80 incidents total. 11 of which the location could not be discerned.
- 4) The Post Mile locations of several incidents are assumed based upon CHP description.

Map Compiled by Brian Westling
Date: 2/10/2011

ATTACHMENT D

NO SCALE

B. WESTLING MERRY V. QUINNANCE

ATTACHMENT E

Summary of CHP Dispatch Logs – Stuck Vehicles

Summary of CHP Dispatch Logs - Stuck Vehicles
2/10/2011

Incident #	Post Mile	Location	Incident	Vehicle Type	Duration of Hwy Blockage	Trailer Weight	Notes
26	0.75	JEO pass	Block	Type 9	5	67k#	PM 0.75 assumed
14	0.75	JEO summit	Block	53' T-9	5.5	40k#	PM 0.75 assumed
32	0.75	JEO summit	Block	Type 9	3		PM 0.75 assumed
55	0.75	JEO summit	Block	Type 9	?		PM 0.75 assumed
39	1	PM 1	Block	Type 9			No Chains - Escorted Down Hill
75	3.8	Leavitt Lake	Block	Type 9			
76	3.8	Leavitt Lake	Block	Type 9	5	70k	
49	4.5	In Curves		46' T-9	3		PM 4.5 is assumed
5	4.5	PM 4.5	Block	Type 9	2		
6	4.5	PM 4.5	Block	53' T-9	4		Tried 3 pt Turn in dirt and Jack Knived
7	4.5	PM 4.5	Block	bus	4.5		
11	4.5	PM 4.5	Block	53' T-9	5		
12	4.5	PM 4.5	Block	2 axle van	1.5		
16	4.5	PM 4.5	Block	Type 9	5	7k#	
18	4.5	PM 4.5	Block	53' T-9	3	20k#	
25	4.5	PM 4.5	Block	Type 9	?		
27	4.5	PM 4.5	Block/2	Type 9	3.5	35k	
29	4.5	PM 4.5	Block/2	53' T-9	1.5	76k	
30	4.5	PM 4.5	Block	Type 9	6		
34	4.5	PM 4.5	Block/2	Type 9	2		
38	4.5	PM 4.5	Block	Type 9	1		
44	4.5	PM 4.5	?	Type 9	3	?	Big Rig
46	4.5	PM 4.5	Block	50' T-9	1	e	
47	4.5	PM 4.5	Block	Type 9	2		
48	4.5	PM 4.5	Block	53' T-9	2.5		Managed U-turn
52	4.5	PM 4.5	Block	Type 9	2		
53	4.5	PM 4.5	Block	?	0.5		
54	4.5	PM 4.5	Block	Type 9	0.3		
56	4.5	PM 4.5	Block	53' T-9	2.5	42k	
57	4.5	PM 4.5	Block	53' T-9	3.5	19k	
59	4.5	PM 4.5	Block	53' T-9	5	12k	
62	4.5	PM 4.5	Block	53' T-9	12	44k	
64	4.5	PM 4.5	Block	53' T-9		18k	
65	4.5	PM 4.5	Block	53' T-9	1		
66	4.5	PM 4.5	stuck	Type 9	4	30k	
67	4.5	PM 4.5	stuck	Type 9	1.5		
68	4.5	PM 4.5	Block/2	53' T-9	1.5	10k	
70	4.5	PM 4.5	Block	Type 9	1		
72	4.5	PM 4.5	Block	Type 9	1.5		
77	4.5	PM 4.5	Block	48'	4		Towed from the West
78	4.5	PM 4.5	Block	53' T-9	3	e	
79	4.5	PM 4.5	Block		3		
80	4.5	PM 4.5	Block				
13	4.5	PM 4.5	Block	Type 9	2.5		Towed from the West
81	4.5	tollhouse?	Block	Type 9			
45	4.5						same as 44
60	4.5						same as 59

Summary of CHP Dispatch Logs - Stuck Vehicles
2/10/2011

Incident #	Post Mile	Location	Incident	Vehicle Type	Duration of Hwy Blockage	Trailer Weight	Notes
63	4.5						same as 62
41	6	PM 6.0	Block/2	53' T-9	0.5	22k	EB
42	6	PM 6.0			5		pg 41 see note about duration
37	7	PM 7.0	Stuck	Type 9			Driver managed u-turn
71	7	PM 7.0	Block	Type 9	2.5		
83	7	PM 7.0	Block	Type 9			
40	7	PM 7.0	Block	5th Whl	?		
73	7.3	Pack Station	Block	Type 9	0.3		
4	7.5	JEO Leavitt Meadow	Block	53' T-9	1.5	e	
24	8	PM 8	Stuck	Type 9			CT assisted
28	8	PM 8	Block	Type 9	4		
74	9	PM 9	Block	Type 9	2.5		
50	9.2	7000' elev	Block/2	40' T-9	0.5		
20	9.8	JWO Base	Block				??
23	9.8	JWO Base	Stuck	53' T-9			Trying to U-turn
82	9.8	JWO Main Gate					
9	11.4	Marine Base	Block	Type 9	0.5		
36	15.1	395					
43	15.1	395					
61	15.1	395					
69	15.1	395					
22	15.1	108@395	?	Type 9			Not Blocking
21		?	Block	Type 9	1.5	?	
31		?	Block	Type 9	2		Trying to U-turn
33		?	Block/2	Type 9	2		
35		Billie Mine					Cement Mixers unable to make grade
8		Moving	Slow	53' T-9	na		
10		Unknown	Block	Type 9	1		
15		Unknown					Duplicate of 1814/1910
17			Block	Type 9	3		
19							Slippery Road - not specific
51							Unknown
58							

Legend

JWO = Just West Of
JEO = Just East Of

Data from CHP dispatch records from Bishop, Sonora and Merced offices.
Data from January 2005 to February 2010
The Post Mile locations of several incidents are assumed based upon CHP description.

ATTACHMENT F

Letters of Support

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Bridgeport Area
125 Main Street
Post Office Box 158
Bridgeport CA, 93517-0158
(760) 932-7995
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



March 25, 2015

File No.: 820.14702.18227

Ms. Terry Erlwein
District Traffic Operations Engineer
California Department of Transportation, District Nine
500 S. Main Street
Bishop, CA 93514-3423

Dear Ms. Erlwein:

The California Highway Patrol (CHP) Bridgeport Area recently reviewed the California Department of Transportation's draft resolution report entitled "Truck Restriction Report California State Route 108." This proposal would prohibit truck/trailer combination traffic on State Route (SR) 108 through Sonora Pass for vehicles in excess of 38 feet, kingpin to rear axle. According to the report, "This restriction would prohibit all STAA [Surface Transportation Assistance Act] sized vehicles and the majority of the CA [California] legal sized trucks."

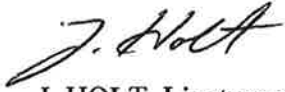
Large truck/trailer combination traffic on SR-108 through Sonora Pass has been a historic problem for the CHP Bridgeport Area. State Route 108 has extreme grades and curves, and is generally not conducive to large truck/trailer combination traffic. As the report notes, "According to Bishop, Sonora and Merced CHP dispatch records, stuck trucks have blocked SR-108 for one to six hours, approximately eighty separate times between January 2005 and February 2010 [...]." Each one of these disabled large truck/trailer combinations that occurs within Mono County requires a response from the CHP Bridgeport Area, and generally results in lengthy roadway closures. These closures present a significant safety hazard to the motoring public, the involved truck driver and the officers who respond. Additionally, these roadway closures usually produce extended traffic delays, deplete and limit CHP resources within the Bridgeport Area, and cause avoidable overtime expenditures to CHP.



Ms. Terry Erlwein
March 25, 2015
Page 2

In essence, this proposal would allow the motoring public to travel safely over SR-108 (Sonora Pass) and greatly assist the CHP Bridgeport Area. Therefore, the California Highway Patrol Bridgeport Area is in full support of the proposed truck restriction on SR-108 within Mono County.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Holt". The signature is written in a cursive style with a large, sweeping initial "J".

J. HOLT, Lieutenant
Commander

cc: Inland Division

Erlwein, Terry J@DOT

From: Jim Leddy [jleddy@mono.ca.gov]
Sent: Monday, April 27, 2015 3:34 PM
To: Erlwein, Terry J@DOT
Subject: FW: SR 108 truck restriction report
Attachments: image003.gif; image004.png

Here is feedback:

Jim:

The report looks good. Our comments (with input from Wendy and Gerry) are minor, as follows:

- The second paragraph on the page 3 describes the term "off-tracking," and all or a portion of the paragraph could maybe be moved earlier in the document to the first time the term is used.
- Attachment B, the Mono County draft Resolution, is incomplete (only has page 1).
- On page 5, the text should probably reflect the Attachment B Resolution regarding the project qualifying for CEQA exemptions 1, 8, 11 and the general rule exemption.
- Typo on the Antelope Valley RPAC on page 7.
- The map in attachment D needs to be re-sized to fit the page.

Thanks

Scott

And

My only comment would be on the second line of page 3, the report references "Tow trucks from Bridgeport or Walker..." There is no tow service in Bridgeport. It should read "Lee Vining or Walker"

Other than that, I have nothing to add other than I fully support the truck restriction on 108.

Ingrid Braun
Mono County Sheriff-Coroner

Jim Leddy

County Administrative Officer
Mono County
PO Box 696
Bridgeport, CA 93517
(760) 932-5414 Bridgeport
(760) 924-1703 Mammoth Lakes
(707) 529-4510 cell

Erlwein, Terry J@DOT

From: John Vallejo [jvallejo@mono.ca.gov]
Sent: Thursday, February 26, 2015 12:36 PM
To: Erlwein, Terry J@DOT
Cc: Jim Leddy; Sburns@mono.ca.gov
Subject: MCMWTC SR 108 and Truck traffic
Attachments: image001.jpg; image002.png; 01 20 2015 Caltrans request for limitation of truck traffic on SR 108 Cover memodocx.docx; SR 108 stuck vehicles map.pdf

FYI from the MWTC below.

John-Carl Vallejo
Deputy County Counsel
County of Mono
P.O. Box 2415
Mammoth Lakes, CA 93546
760.924.1712 (Phone)
760.924.1701 (Fax)

CONFIDENTIALITY NOTICE: This e-mail communication, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and/or legally privileged information. Any unauthorized interception, review, use, disclosure or distribution is prohibited and may violate applicable laws, including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

-----Original Message-----

From: Power Civ Douglas E [mailto:douglas.power@usmc.mil]
Sent: Monday, January 26, 2015 1:17 PM
To: Jim Leddy
Subject: MCMWTC SR 108 and Truck traffic

Jim, from a mutual aid perspective, a jack-knifed big-rig is considered an accident even though it may not involve a collision. Consequently, they are a drain on our resources because our FD is usually the first on scene, whether or not the mono-county dispatcher mentions human casualties. If the accident blocks 108 then certainly timely EMS ground response is degraded for service calls further uphill. Also if the road is closed it can limit access to the training area.

So, overall this proposed change restricting the size/length of the trucks is good for us. We fully support this effort. Please let me know if you need anything else from me.

R/S
Doug
Douglas E. Power
Community Plans and Liaison Officer
Marine Corps Mountain Warfare Training Center Bridgeport, CA 93517
(760) 932-1661
douglas.power@usmc.mil

ATTACHMENT G

Process for CVC Restriction and Recommendations for the Final Truck Restriction Report

TRUCK RESTRICTION PROCESS

The following suggested procedures are in accordance with CVC Sections 21101, 35701, 35702 and their related sections.

- 1. Local Agency Prepares a Draft Truck Restriction Ordinance or Resolution.** The local agency prepares a draft ordinance or resolution of the proposed truck restriction and informs the appropriate **Caltrans District Truck Coordinator**. The ordinance or resolution must cite the CVC Section providing the justification for the truck restriction. Caltrans districts should notify the Headquarters Office of Truck Services (see Caltrans Contacts at end of these guidelines) in writing as soon as possible after learning of a truck restriction proposal. Districts should request and forward copies of local agencies' draft ordinances or resolutions to Headquarters Office of Truck Services, Legal and Environmental Programs for review.
- 2. Local Agency Prepares Initial Study.** The initial study provides the information necessary to justify the proposed restriction, and may also indicate if the proposed restriction is subject to California Environmental Quality Act (CEQA) review. The initial study allows the preliminary submittal of information by Caltrans, local agencies, and California Highway Patrol staff, as well as initial comments from the trucking industry, affected industries, and citizen groups. It should include the proposed restriction type, location, existing conditions, alternatives, maintenance and safety considerations on the alternative route(s), any initial public comment, and conditions that may involve further CEQA compliance.
- 3. Local Agency Provides Public Review and Comment Period.** During the public review period, the local agency gives public notice of the proposed truck restriction, and public hearings can be advertised and held. All documentation acquired to date regarding the proposed truck restriction should be available for public review prior to the public hearing.
- 4. Local Agency Receives Comments and Prepares Final Truck Restriction Report.** The local agency considers all comments received. If the local agency still wants to proceed with the proposed restriction, a final truck restriction report is prepared and forwarded to the Caltrans district office. This final report includes any comment revisions, and the draft restriction ordinance or resolution. The Caltrans District Director forwards the report with the District's recommendations to the Caltrans Traffic Operations Division Chief at Headquarters. (See the checklist for the contents of the truck restriction report, following these guidelines).
- 5. Caltrans Traffic Operations Submits Recommendation to the Director's Office.** The Traffic Operations, Office of Truck Services, in cooperation with Caltrans Headquarters Environmental and Legal Divisions, prepares a recommendation regarding the truck restriction and submits it to the Caltrans Director's Office.
- 6. Caltrans Director Issues Written Approval.** If approved, the Caltrans Director issues a written approval of the draft ordinance or resolution for the truck restriction.
- 7. Local Agency Passes Final Truck Restriction Ordinance or Resolution.**
- 8. Local Agency Erects Restriction Signs, and Restriction is Enforced.**

TRUCK RESTRICTION REPORT CHECKLIST

Approval of restriction requests is contingent upon a complete identification and documentation of impacts on highway safety, structural integrity, environment and operational efficiency. Some items may not apply. This checklist is a guide only.

I. COVER

_____ The document cover clearly states the Caltrans District, County, Route and postmile limits of the proposal. Any proposed local ordinance or resolution number should also be placed on the cover.

II. PROPOSAL STATEMENT

_____ The proposed restriction and references to specific codes, regulations and any local ordinances or resolutions are clearly presented in the proposal statement. If exemptions to general rules apply; cite appropriate statutory law or regulations.

III. JUSTIFICATION FOR THE PROPOSAL

Justification depends on rationale: safety, hazardous materials, bridge weight limit, construction zones, seasonal operation, etc.

_____ Analyses of present and future safety, operational (capacity, geometrics) and/or structural adequacy supporting the restriction. A description of existing versus proposed conditions. Include supporting data tables, maps and/or photographs.

State Route 108 – Truck Restriction Report

09 - MNO - 108 – PM 0.0/9.8
April 29, 2015

_____ List of alternatives considered, e.g. truck advisory, restriction of 39-foot vehicles, or restriction of all trucks over a certain gross weight. Statement of the proposed restriction selected.

_____ Analysis of environmental considerations for the restriction proposal with an explanation of impacts and mitigation measures.

_____ Existing and future land use plans.

_____ Analysis of the impact on interstate and intrastate commerce. Analysis of the economic impact on communities, shippers and trucking companies due to increased travel distances.

_____ Analysis and recommendations of any alternative routes that can safely accommodate any California legal commercial motor vehicles and serve the proposed restriction area.

_____ Evidence of consultation with the local or adjoining state governments affected by the proposed restriction.

_____ Results of any public hearings.

IV. APPENDICES

_____ Copies of any draft local restriction ordinances or resolutions.

_____ Copies of any supportive correspondence or documents for the restriction.

_____ Minutes of public hearings (audio or videocassette tape).

Alpers moved; Johnston seconded
Vote: 4 yes; 0 no; 1 absent: Fesko
R15-43

Pulled by Supervisor Stump:

- This was pulled due to the question he has received: why couldn't this get accomplished in May?
- Is there any insurance that contractor carries that can help with road closure loss?
- Needs confirmation that equipment required that is necessitating road closure is available for a short period of time and that the road needs to be closed to accomplish mission.
- Needs clarification that scheduling is being handled properly?
- He doesn't see that there is a whole lot of choice here.
- It's regrettable that it couldn't happen in May.

Supervisor Johnston:

- This has come through the LTC; it's a really good road improvement.
- Includes new paving and uphill bike climbing lane; this short term closure should ultimately result in more business.
- The board needs to take responsibility for the closures: they're necessary and short term.
- Our construction season is short.
- He is in favor of resolution; should generate more commercial activity in future.

Supervisor Corless:

- Where is this information being posted?
- She's ended up copying and pasting and sending out to people.
- We need a way to help spread the word.

Deb Schweizer (Inyo National Forest):

- Spoke about places they post the information about road closures.
- Distributes stuff through visitor's centers. She does it because it's the right thing to do, not because they are *required* to do so.

Alicia Vennos:

- Spoke about outreach to vendors.



D. Ordinance Supporting State Route 108 Truck Restrictions

Departments: Community Development

Consider ordinance supporting State Route 108 truck restriction.

Action: Adopt Ordinance 15-05, recommending prohibition of trucks exceeding 38 feet kingpin-to-rear axle (KPRA) on State Route (SR) 108 from the Mono/Tuolumne County line, post mile (PM) 0.0, to the winter closure gate at PM 9.8.

Johnston moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent: Fesko

ORD15-05

E. Conway Ranch MOU Sixth Amendment

Departments: County Counsel, Public Works

Proposed sixth amendment to the Conway Ranch MOU with Caltrans.

Action: Approve County entry into proposed sixth amendment to the Conway Ranch MOU and authorize Board Chair to execute said contract on behalf of the County.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2016

Departments: Community Development Department

TIME REQUIRED 20 minutes (10 minute presentation;
10 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Scott Burns, Wendy Sugimura, Gerry
LeFrancois

SUBJECT RPAC Bylaw Ratification

AGENDA DESCRIPTION:

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

Consider bylaw amendments of the Antelope Valley, Bridgeport Valley and Mono Basin Regional Planning Advisory Committees

RECOMMENDED ACTION:

Ratify bylaw amendments of the Antelope Valley, Bridgeport Valley and Mono Basin Regional Planning Advisory Committees. Provide any desired direction to staff.

FISCAL IMPACT:

No impact.

CONTACT NAME: Scott Burns

PHONE/EMAIL: 760.924.1803 / sburns@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [staff report](#)
- [Mono Basin Bylaws](#)
- [Bridgeport Bylaws](#)
- [Antelope Bylaws](#)

History

Time	Who	Approval
5/30/2016 9:24 AM	County Administrative Office	Yes
6/7/2016 12:30 PM	County Counsel	Yes
5/13/2016 10:11 AM	Finance	Yes

Mono County Community Development Department

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

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

May 17, 2016

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Gerry Le Francois, Principal Planner
Wendy Sugimura, Associate Analyst
Scott Burns, Director

RE: REGIONAL PLANNING ADVISORY COMMITTEES BYLAW RATIFICATION

RECOMMENDATION

Approve amendments to the Antelope Valley, Bridgeport Valley, and Mono Basin Regional Planning Advisory Committee bylaws, and provide any desired direction to staff.

FISCAL IMPACT

No impact.

DISCUSSION

In response to the recent Board update of RPAC Purpose and Procedures, the Antelope Valley RPAC, Bridgeport Valley RPAC and Mono Basin RPAC have recently approved bylaw revisions. The revisions recognize new Board direction requiring four-year terms for RPAC members, the exclusive Board purview over RPAC appointments/removals, and guidance on RPAC membership size. The new RPAC Purpose and Procedures require ratification of RPAC bylaws by the Board of Supervisors.

ATTACHMENTS

- Antelope Valley RPAC Bylaws
- Bridgeport Valley RPAC Bylaws
- Mono Basin RPAC Bylaws
- Mono County Regional Planning Advisory Committees Purpose and Procedures

**BYLAWS OF THE
MONO BASIN REGIONAL PLANNING ADVISORY COMMITTEE**

ARTICLE 1 - NAME, PURPOSE

- Section 1: The name of the organization shall be the Mono Basin Regional Planning Advisory Committee.
- Section 2: The Mono Basin Regional Planning Advisory Committee (“RPAC”) was formed to advise the Mono County Board of Supervisors, Planning Commission, and Planning Division on the development, review, implementation, and update of the Mono County General Plan and associated area/community plans. In order to accomplish this purpose, the Mono Basin RPAC may function in a manner consistent with “RPAC Purpose & Procedures” as adopted by the Mono County Board of Supervisors on September 1, 1998, and amended on February 9, 2016.
- Section 3: The Mono Basin RPAC may adopt a logo, insignia, or other symbol to represent itself and for use in correspondence and other communications.

ARTICLE II - MEMBERSHIP

- Section 1: Membership in the Mono Basin RPAC is open to all residents, business operators, and landowners within the Mono Basin and should be composed of a representative cross-section of community interests and backgrounds.
- Section 2: The Mono Basin RPAC shall be composed of from five to fifteen members.
- Section 3: Members of the Mono Basin RPAC shall be appointed by the local County Supervisor with Board concurrence.
- Section 4: Application for appointment to the Mono Basin RPAC shall be made on a form provided by the Community Development Department and may be submitted to the Planning Department at any time.
- Section 5: All members shall serve four-year staggered terms and are eligible for re-appointment. Terms shall begin at the time of appointment.
- Section 6: Resignation, Termination, and Death. Resignation from the Mono Basin RPAC must be in writing and received by the Secretary or Supervisor. Upon resignation or termination of membership, the Supervisor will select a new member based on previously received or newly submitted applications.

ARTICLE III - OFFICERS

- Section 1: Officers and Duties. There shall be three officers consisting of a Chair, a Vice-Chair, and a Secretary. All officers shall serve one-year terms beginning March 1st of each year but are eligible for re-election. The officers shall be nominated by the Board at the January meeting and elected at the February meeting.
- Section 2: The Chair shall convene and conduct all meetings in an orderly manner, set meeting agendas with the assistance of the Community Development Department, and represent the Mono Basin RPAC as authorized by the members at public meetings and with correspondence.
- Section 3: The Vice-Chair shall, in the absence of the Chair, conduct meetings.
- Section 4: The Secretary shall be responsible for keeping records of Mono Basin RPAC actions, including overseeing the taking of minutes at all meetings, distributing copies of minutes and the agenda to each Board member, and assuring that records are maintained.
- Section 5: Vacancies. When an Officer vacancy exists, nominations for new officers may be received from present members by the Secretary two weeks in advance of a meeting. These nominations shall be sent out to members with the regular Board meeting announcement, to be voted upon at the next meeting. All vacancies will be filled only to the end of the particular Officer's term.

ARTICLE IV - MEETINGS OF MEMBERS

- Section 1: Regular Meetings. Regular meetings shall be set held in the evening on the second Wednesday of each month. Meetings shall be held at the Lee Vining Community Center or another location designated by the members and should not exceed two hours in length.
- Section 2: Special Meetings. Special meetings may be called by the Chair or by a simple majority of the membership.
- Section 3: Notice. Notice of each meeting shall be given to each member, by mail or any other commonly utilized communication method, not less than two days before the meeting.
- Section 4: All meetings shall be conducted in an open fashion and in compliance with the Brown Act. All in attendance should be given an opportunity to be heard, no single member may dominate a discussion, and all participants shall treat each other following principles of fairness and respect.
- Section 5: Quorum. A quorum consists of at least fifty percent of the Mono Basin RPAC members. A Quorum must be present before business can be transacted or motions made or passed.
- Section 6: Agendas: Each agenda shall include a review of the minutes of the prior meeting, a public comment section during which planning-related items not on the agenda may be discussed, a Supervisor's report, a Chair's report, Members' reports, reports from relevant federal, state, and county agencies, and other items agreed to by the Chair and the Community Development Department. Members and interested parties who seek to place an item on the agenda shall make such a request to one of these parties at least two weeks prior to the scheduled meeting.

- Section 7: Participation: Each appointed members shall possess one vote on the Mono Basin RPAC for purposes of passing resolutions, authorizing actions, and conducting other business. However, local citizens and other interested parties shall be encouraged to participate in discussions and debates with a standing equal to that of members. Meetings shall be conducted according to parliamentary procedures and shall incorporate the principles of justice and courtesy to all, rights of the minority protected, rule of the majority reflected, partiality to none, and consideration of one subject at a time.
- Section 8: Actions: The Mono Basin RPAC shall approve such recommendations, resolutions, and correspondence as authorized by a simple majority of the members in attendance at the meeting, and actions shall be proposed and voted upon following Robert's Rules of Order. Because all such actions carry the weight of a recommendation, they are preferably made by consensus and compromise rather than a formal vote.
- Section 9: Committees: Issue specific committees may be formed by the members as needed to pursue the business of the RPAC. Committees shall consist of 2-5 people any number of whom may be non-RPAC members who reside in the community and display an interest in the committee's issue. Committees will report to the full RPAC membership and can take no independent actions.

ARTICLE V - AMENDMENTS

- Section 1: These Bylaws may be amended when necessary by a two-thirds majority of the members. Proposed amendments must be submitted to the Secretary to be sent out with regular Board announcements.

AMENDED THIS 13th DAY OF APRIL, 2016

Paul McFarland, Chair

Duncan King, Secretary

BRIDGEPORT VALLEY Regional Planning Advisory Committee

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

PO Box 8
Bridgeport, CA 93517
760.932.5420 phone, 932.5431 fax
www.monocounty.ca.gov

BRIDGEPORT VALLEY RPAC BYLAWS

The Bridgeport Valley Regional Planning Advisory Committee (RPAC) is a body of citizens from Bridgeport Valley, appointed by the Mono County Board of Supervisors, to provide the Board with input from the community on matters as outlined in the Revised Statement of Purpose and Procedures updated February 2016.

PURPOSE:

As adopted and updated by the Mono County Board of Supervisors, February 2016, and made apart hereto:

MEETING RULES & PROCEDURES:

1. Meetings will be conducted in compliance with the Brown Act.
2. Meetings will be conducted in accordance with Roberts Rules of Order. The Chair has the discretionary power on the degree of formality exercised.
3. Meetings will be held on the Third Thursday of each month, or as needed.
4. Special Meetings may be called by the Chair or a majority vote of the membership.

OFFICERS:

Officers shall consist of:

1. Chairperson
2. Vice-Chairperson
3. Secretary

ELECTIONS:

Elections for RPAC officers will be held at the regular meeting in January of each year. Vote will be decided by a simple majority of the membership.

TERMS:

Members will be appointed to 4-year terms, which may be renewed without limit.

MEMBERSHIP:

The BVRPAC shall consist of five to 15 members with four-year staggered terms. Membership is open to all residents, business operators and landowners in the community. To be eligible for appointment, applicant must:

1. Submit an application to the Supervisor representing the 4th District.
2. Approved applicant fills next available vacancy.

ATTENDANCE:

1. Members are encouraged to attend all meetings.
2. Missing three (3) consecutive meetings or five (5) in one calendar year is grounds to make a recommendation to the Board of Supervisors for removal/replacement.

BYLAWS OF THE

ANTELOPE VALLEY REGIONAL PLANNING ADVISORY COMMITTEE

The Antelope Valley Regional Planning Advisory Committee is a body of citizens from Antelope Valley, appointed by the Mono County Board of Supervisors, to provide the Board with input from the Community on matters as outlined in the Revised Statement of Purpose and Procedures updated February 2016.

PURPOSE:

As adopted by Mono County Board of Supervisors, February 2016, and made a part hereto:

MEETING RULES & PROCEDURES:

1. Meetings will be conducted in compliance with the Brown Act.
2. Meetings will be conducted in accordance with Roberts Rules of Order. The Chair has the discretionary power on the degree of formality exercised.
3. Meetings will be held on the First Thursday of each month, or as needed.
4. Special Meetings may be called by the Chair or a majority vote of the membership.
5. To revise, amend or change any of these Rules & Procedures, requires a 2/3 majority vote of the membership voting at two (2) consecutive meetings.

OFFICERS:

Officers shall consist of:

1. Chairperson
2. Vice-Chairperson
3. Secretary

ELECTIONS:

Elections will be held at the regular meeting in January of each year. Vote will be decided by a simple majority of the membership.

MEMBERSHIP:

The AVRPAAC shall consist of fifteen (15) members. Membership is open to all residents, business operators and landowners in the community.

To be eligible to make application, applicant must:

1. Apply to local Supervisor, who may recommend applicant to the Board.
2. If approved, applicant then becomes a member.
3. An RPAC member can be removed only by recommendation of the local supervisor and action by the Board of Supervisors.

ALTERNATE MEMBERSHIP:

1. The number of alternate members allowed on the waiting list for regular membership shall be limited to three (3). Alternates will be required to follow same rules as regular

members regarding attendance, etc.

2. In the absence of a full complement of regular voting members, alternate members are allowed to vote on issues, based on the order of their seniority on the waiting list for regular membership. The alternate must abide by the rules applying to regular members.
3. Alternate members must meet the eligibility requirements of regular members 1- 2 above.

ATTENDANCE:

1. Members are encouraged to attend all meetings.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2016

Departments: CAO, Finance

TIME REQUIRED 15 minutes (5 minute presentation;
10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher

SUBJECT FY 2016-17 Budget Calendar

AGENDA DESCRIPTION:

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

Report and discussion regarding the budget calendar for adoption of the County's FY 2016-17 final budget.

RECOMMENDED ACTION:

Receive budget calendar outlining sequence of events culminating in the adoption of the County's FY 2016-17 final budget; discuss and receive direction, if any.

FISCAL IMPACT:

None

CONTACT NAME: Janet Dutcher

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

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Budget Calendar

History

Time	Who	Approval
6/9/2016 6:33 PM	County Administrative Office	Yes

6/8/2016 5:25 PM

County Counsel

Yes

6/8/2016 10:22 AM

Finance

Yes

Mono County Budget Calendar 2016-17 Budget

- May 23 - June 3** Payroll Simulation uploaded to Innoprise
- May 25** Department Head meeting for feedback on Strategic Plan Workshop
1pm June Lake Community Center
- June 6** Requested budget open for departmental input
- June 9** Budget Kick-off Meeting for Depts
9am - Bridgeport Twin Lakes Annex 3 Conference Room
1pm - Mammoth Town BOS room Suite Z
- June 14** BOS Meeting for Roll-over Budget Adoption/
Budget Calendar/Strategic Plan Department Input Update
10am - Bridgeport BOS room
BOS Meeting for Department Restructure Workshop
1pm Bridgeport - Information Only
- June 24** Close Budget Entry in Innoprise
- July 6 - July 22** Budget meetings with individual departments, CAO, Finance Director
- July 6 - July 22** Community Meetings to seek public input
All meetings 6pm - 8pm
- | | | |
|----------------|----------------------|-------------------------------|
| July 6 | Bridgeport | Twin Lakes Annex 3 |
| July 11 | June Lake/Lee Vining | Lee Vining Community Center |
| July 12 | Coleville/Walker | Walker Community Center |
| July 13 | Chalfant Valley | Benton Community Center |
| July 19 | Mammoth | Mammoth Board Chambers |
| July 21 | Crowley Lake | Crowley Lake Community Center |
- August ? (TBD)** Special Meeting for Budget Workshop - Individual department presentations
9am - Location to be determined
- August 26** Deadline to post budget documents/public notice
before final budget hearings/adoption
- Sept 6 &/or 7, if needed** Final budget hearings/adoption of 2016-17 budget
- October 2** Statutory last day to adopt the final budget by resolution



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2016

Departments: Information Technology

TIME REQUIRED 20 minutes (10 minute presentation;
10 minute discussion) **PERSONS APPEARING** Nate Greenberg

SUBJECT Mono County Radio System Update
& Capital Outlay Fund **BEFORE THE BOARD**

AGENDA DESCRIPTION:

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

Discuss status of Mono County radio system and long-term funding for maintenance and improvement needs.

RECOMMENDED ACTION:

Approve the establishment of an Accumulated Capital Outlay Fund by transferring the remaining FY 15-16 unspent radio system budget into this fund via operating transfer.

FISCAL IMPACT:

Not to exceed the FY 15-16 budget remaining from the original allocation of \$230,000.

CONTACT NAME: Nate Greenberg

PHONE/EMAIL: (760) 924-1819 / ngreenberg@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff Report</p>

History

Time	Who	Approval
6/9/2016 3:39 PM	County Administrative Office	Yes

5/24/2016 5:57 PM

County Counsel

Yes

6/2/2016 2:40 PM

Finance

Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546
(760) 924-1819 • FAX (760) 924-1697 • ngreenberg@mono.ca.gov

Nate Greenberg
Information Technology Director

June 14, 2016

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Establishment of a Funding to replace County's Radio Network

Recommendation

Approve the establishment of an Accumulated Capital Outlay Fund by transferring the remaining FY 15-16 unspent radio system budget into this fund via operating transfer.

Discussion

The Mono County Sheriff's Department is responsible for the maintenance and operation of a countywide Public Safety and Administrative Radio Network. This system serves as the primary method of communication for law enforcement, medic, and fire response throughout the County, and consists of a dozen separate mountain-top repeater sites as well as dispatch operations in Bridgeport.

Since no dedicated in-house expertise exists to support this network, prior to Fiscal Year 15-16, Mono County relied on a local vendor for the upkeep of the system. This services contract expired on June 30, 2015. At the direction of the Mono County Board of Supervisors, Information Technology coordinated with the Sheriff's Department to develop and release a Request for Proposals (RFP) seeking out vendors who could assess the current system, provide support, maintenance, and future engineering/design services to the County.

Due to constraints in timing, responses to the RFP were still being reviewed and vendors evaluated while the FY 15-16 budget was being developed. As a result, the Sheriff and Director of IT requested a total budget of \$230,000 which would be adequate to cover the maximum contract cost expected for the year.

The guiding principles of this project were to:

- 1) Become fiscally responsible while remaining mindful of the costs of business
- 2) Establish a baseline understanding of the current state of the system and immediate needs
- 3) Develop a programmatic approach toward improving system stability and functionality
- 4) Create a strategic approach and roadmap for achieving success

Late last year, Mono County signed two separate contracts with Stockton, CA based Delta Wireless. The first was for Infrastructure Discovery and Documentation Services in the amount of \$62,000 and the second was a Time & Materials based agreement for Radio System Support, Service, and Training with a not-to-exceed amount of \$62,000. The intention of the first agreement was help the County achieve the principles above while leaving funds on the table to perform the maintenance work which would be identified through the discovery process. It is anticipated that the entire amount of the first contract will be expended, however, only a portion of the second contract will be used.

Delta Wireless is required to deliver a complete assessment of the radio system by June 30, 2016. Once in hand, this document will help the County budget and plan for short, mid, and long term work required to keep the current system running, make small incremental improvements that address critical short-comings, and ultimately working toward

modernizing the entire system. While the exact budget for the work is unknown and dependent on the approach taken, it is clear that it will be more than is currently available in the budget.

Since significant capital outlay is required to support a system as complex as the radio network, we ask that the Board establish an Accumulated Capital Outlay Fund which is intended to be used to accumulate resources for replacing the County's Radio Network and we propose using budget savings as a means of accumulating the necessary funding. The budget remaining from the original \$230,000 allocated during the 2015-2016 Fiscal Year would be transferred into this fund before June 30, 2016 to ensure that finances are reserved for, and applied to replacement of the Radio Network in future years.

Fiscal Impact

Not to exceed the FY 15-16 budget remaining from the original allocation of \$230,000.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2016

Departments: CAO

TIME REQUIRED 15 minutes (5 minute presentation;
10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Jay Sloane and Janet Hunt

SUBJECT June Lake Jam Fest Proposed
Concert Hours Extension

AGENDA DESCRIPTION:

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

Proposed Resolution #R16-___ of the Mono County Board of Supervisors, Authorizing the June Lake Jam Fest to operate until 11:00 p.m. on September 10, 2016 at Gull Lake Park.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None

CONTACT NAME: Jay Sloane

PHONE/EMAIL: 760.932.5408 / jsloane@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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<input type="checkbox"/> Staff report
<input type="checkbox"/> Resolution

History

Time

Who

Approval

6/9/2016 3:53 PM	County Administrative Office	Yes
6/9/2016 3:40 PM	County Counsel	Yes
6/10/2016 8:29 AM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Leslie Chapman
County Administrative Officer

To: Honorable Board of Supervisors

From: Jay Sloane, Administrative Office, Administrative Services Specialist

Date: June 14, 2016

Subject

The Mono Arts Council is requesting authorization for the June Lake Jam Fest concert to operate until 11:00 p.m.

Recommendation

Consider and potentially adopt proposed resolution authorizing the June Lake Jam Fest to operate until 11:00 p.m. on September 10, 2016 at Gull Lake Park. Provide any desired direction to staff.

Discussion

Mono County Code section 5.50.050 provides that, unless an exemption is granted by the Board of Supervisors, special events may not operate between the hours of 10:00 p.m. and 7:00 a.m. Through the proposed resolution the Board would authorize an exemption allowing the June Lake Jam Fest to operate until 11:00 p.m.

The second annual June Lake Jam Fest is a Mono Arts Council organized concert that attracts visitors to the county. It is a benefit concert to support music programs for Mono County students.

Fiscal Impact

None



RESOLUTION NO. R16-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE JUNE LAKE JAM FEST TO OPERATE UNTIL
11:00 PM ON SEPTEMBER 10, 2016 AT GULL LAKE PARK**

WHEREAS, the Mono Arts Council has applied for a special event permit to host its second annual June Lake Jam Fest on September 10, 2016, at Gull Lake Park; and,

WHEREAS, The Council has requested that the Mono County Board of Supervisors authorize the festival to operate until 11:00 p.m.; and,

WHEREAS, pursuant to subsection (H) of section 5.50.050 of the Mono County Code, special events may not operate between the hours of ten p.m. and seven a.m.; and

WHEREAS, pursuant to subsection (I) of section 5.50.050 of the Mono County Code, the Board of Supervisors may, by resolution, grant an exemption to authorize a special event, including those expected to otherwise create nuisance conditions, to be conducted later than ten p.m. and/or earlier than seven a.m.;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the second annual June Lake Jam Fest is hereby authorized to operate until 11:00 p.m. on September 10, 2016, at Gull Lake Park.

APPROVED AND ADOPTED this ____ day of June, 2016, by the following vote of the Board of Supervisors, County of Mono:

AYES :

NOES :

ABSENT :

ABSTAIN :

Fred Stump, Chairman
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

Bob Musil
Clerk of the Board

Stacey Simon
Acting County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2016

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, and Dave Butters. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time

Who

Approval