



# **AGENDA**

## **BOARD OF SUPERVISORS, COUNTY OF MONO**

### **STATE OF CALIFORNIA**

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

### **Regular Meeting**

#### **June 20, 2023**

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### **TELECONFERENCE INFORMATION**

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

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

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

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

Visit <https://monocounty.zoom.us/j/81226228098> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 812 2622 8098.

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

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

Dial (669) 900-6833, then enter Zoom Webinar ID 812 2622 8098. To provide public comment, press \*9 to raise your hand and \*6 to mute/unmute.

If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting: [https://monocounty.granicus.com/MediaPlayer.php?publish\\_id=c990fc2b-61b3-451f-a38e-a0074e365b18](https://monocounty.granicus.com/MediaPlayer.php?publish_id=c990fc2b-61b3-451f-a38e-a0074e365b18)

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

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

Board and online.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

**2. RECOGNITIONS**

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

Departments: Risk Management

10 minutes

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

**Recommended Action:** Adopt proclamation in appreciation and recognition of David Nelson.

**Fiscal Impact:** None.

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

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

10 minutes

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

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

**Fiscal Impact:** None.

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

Departments: Social Services

15 minutes

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

**Recommended Action:** Adopt proposed proclamation recognizing June 2023 as Elder and Dependent Adult Abuse Awareness Month.

**Fiscal Impact:** None.

**3. COUNTY ADMINISTRATIVE OFFICER**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

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

**5. CONSENT AGENDA**

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

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

Departments: Clerk of the Board

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

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

**Fiscal Impact:** None.

**B. Contract with Caporusso Communications**

Departments: CAO

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

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

**Fiscal Impact:** The total amount of the contract is not-to-exceed \$105,000. This is included in the fiscal year 2023-24 Recommended Budget.

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

Departments: CAO

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

**Recommended Action:** Approve and authorize the Chair sign the proposed agreement with Mammoth Lakes Housing for bridge/gap financing.

**Fiscal Impact:** Leverages \$200,000 on a temporary basis to timely secure the ability of two residents to purchase homes in unincorporated Mono County.

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

Departments: Emergency Management

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

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

**Fiscal Impact:** Reimbursement at up to 75% by FEMA and 18.75% by CalOES, with the remaining 6.25% representing the local match.

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

Departments: Finance, CAO

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

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

**Fiscal Impact:** The extension allows for continued administration of this program with limited involvement from County staff. The administrative costs incurred by Mammoth Lakes Housing are funded by the grant.

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

Departments: Human Resources

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

**Recommended Action:** Approve the proposed resolution, amending the list of allocated positions by adding one Fiscal and Technical Specialist IV to Public Works.

**Fiscal Impact:** Position included in the preliminary budget for fiscal year 2023-24.

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

Departments: Emergency Management

Proposed contract change order with Motorola Solutions to reduce equipment purchased and purchase of alternative equipment from Telewave.io, pertaining to the California Radio Interoperable System (CRIS) radio repeaters project. The original agreement with Motorola Solutions was approved by the Board of Supervisors at its regular meeting on January 17, 2023.

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

**Fiscal Impact:**  
Project savings of \$10,624.40.

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

Departments: Finance

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

Occupancy Tax Module.

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

**Fiscal Impact:** Not to exceed \$10,000 per year for a total of 5 years.

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

Departments: Emergency Management

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

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

**Fiscal Impact:** Maintenance of the emergency declarations continues the County's eligibility for state and federal disaster assistance.

**J. Solid Waste Parcel Fee Program**

Departments: Public Works - Solid Waste

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

**Recommended Action:** Adopt proposed resolution and authorize staff to finalize negotiations with the Town of Mammoth Lakes regarding the proposed Fee Agreement and return to the Board for approval of the final agreement at a subsequent meeting. Provide any other desired direction to staff.

**Fiscal Impact:** The solid waste parcel fee generates approximately \$800,000 in revenues to the County annually, used primarily to finance the closure-post closure liability.

**6. CORRESPONDENCE RECEIVED - NONE**

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

**7. REGULAR AGENDA - MORNING**

**A. AB 2449 Emergency Exception**

Departments: County Counsel

5 minutes

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

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

**Fiscal Impact:** None.

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

Departments: CAO

15 minutes

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

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

**Fiscal Impact:** Possible nominal one-time costs for signage.

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

Departments: Behavioral Health

40 minutes (20 minute presentation, 20 minute discussion)

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

**Recommended Action:** Review and approve Three-Year Plan; and provide any other direction to staff.

**Fiscal Impact:** None.

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

Departments: Behavioral Health

5 minutes

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

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

**Fiscal Impact:** This contract is not to exceed \$1,000,000 over a four-and-a-half-year period. This service is paid for through the Mental Health Services Act and the Mental Health Block Grant revenues. Funds will be expended as services are rendered.

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

Departments: CAO

10 minutes

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

**Recommended Action:** Informational only.

**Fiscal Impact:** None.

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

Departments: Public Works - Solid Waste

5 minutes

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

**Recommended Action:** Approve, and authorize Interim County Administrative Officer to sign, contract with Mammoth Disposal, Inc. for collection of solid waste from residential and commercial customers in Unincorporated Mono County for the period July 1, 2023, through June 31, 2033 with any minor modifications as reviewed and approved by County Counsel.

**Fiscal Impact:** Continued annual revenue of approximately \$60,000.

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

Departments: Public Works - Solid Waste

5 minutes

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



**Recommended Action:** Approve, and authorize Interim County Administrative Officer to sign, contract with D&S Waste Removal Inc. for collection of solid waste from residential and commercial customers in Unincorporated Mono County for the period July 1, 2023, through June 31, 2033 with any minor modifications as reviewed and approved by County Counsel.

**H. Fiscal Impact:** Continued annual revenue of approximately \$60,000.  
**Fiscal Year 2023-24 Preliminary Budget for Adoption**

Departments: CAO

15 minutes

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

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

**Fiscal Impact:** Approves temporary appropriations of \$116.7 million until the adoption of the Final Budget in September.

**I. Program Overview - Sustainable Recreation**

Departments: Public Works - Recreation

30 minutes

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

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

**Fiscal Impact:** None.

**8. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

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

Association (PARA), Mono County Correctional Deputy Sheriffs' Association.  
Unrepresented employees: All.

**B. Closed Session - Existing Litigation**

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

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

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

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

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

**E. Closed Session - Public Employment**

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

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

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

**9. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: Risk Management**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Jay Sloane, Risk Manager

**SUBJECT** Recognition of David Nelson Trindel  
Insurance Fund Executive Director

**AGENDA DESCRIPTION:**

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

Proposed proclamation in appreciation and recognition of David Nelson, Trindel Insurance Fund Executive Director.

**RECOMMENDED ACTION:**

Adopt proclamation in appreciation and recognition of David Nelson.

**FISCAL IMPACT:**

None.

**CONTACT NAME:**

**PHONE/EMAIL:** 760-932-5405 / jsloane@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Proclamation - David Nelson</a>

**History**

Time	Who	Approval
6/15/2023 9:51 AM	County Counsel	Yes
6/6/2023 2:45 PM	Finance	Yes
6/15/2023 9:55 AM	County Administrative Office	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher L. Beck

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**  
*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

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**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Jay Sloane, Risk Manager

Date: June 20, 2023

Re: Proclamation Recognizing David Nelson, Executive Director of Trindel Insurance Fund

**Strategic Plan Focus Areas Met**

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

**Discussion**

David Nelson has been the Executive Director of Trindel Insurance Fund since 2009, and he is retiring on July 1, 2023. This proclamation celebrates his many contributions to both Trindel Insurance Fund and the County of Mono.



***MONO COUNTY BOARD OF SUPERVISORS PROCLAMATION RECOGNIZING DAVID NELSON, EXECUTIVE DIRECTOR OF TRINDEL INSURANCE FUND***

***WHEREAS***, David Nelson has served as Executive Director of Trindel Insurance Fund, a Joint Powers Authority working for rural counties, including Mono County, since 2009; and

***WHEREAS***, during his fourteen years of service, David Nelson led and oversaw significant improvements to Trindel’s service to its member counties by, among many other things:

- Growing the Trindel organization from a staff of two to fourteen and adding the counties of Plumas, Sutter, and Tehama;
- Maintaining Trindel’s Accreditation with Excellence with the California Association of Joint Powers Authorities, with no findings in the annual financial audits;
- Adding Risk Control positions to prevent insurance losses before they occur;
- Initiating a self-administered workers’ compensation program and raising the self-insurance banking layer to from \$100,000 to \$300,000 so that counties are able to retain more of their financial assets;
- Overseeing the building of a new Trindel office and moving all claims to a digital format with JDI claims software;
- Adding the self-administered liability and property programs;
- Creating Trindel’s first risk sharing pool in the workers compensation program for all claims exceeding the \$300,000 banking layer up to one million dollars, so that county insurance premiums would be more cost effective and stable;
- Recommending and facilitating an increase of the liability self-insured retention from \$100,000 to \$250,000, to stabilize rising liability premiums;
- Working with the Trindel Board to create Trindel’s second risk sharing pool for general liability claims above the self-insured retention of \$250,000 up to one million dollars;
- Exceeding target audit scores, maintaining a 90% confidence funding level, and growing member assets from six million dollars to ninety four million dollars; and

***NOW, THEREFORE, BE IT PROCLAIMED***, That the Mono County Board of Supervisors hereby recognizes and honors the fourteen years of public service David Nelson has provided to Mono County.

***APPROVED AND ADOPTED*** this 20<sup>th</sup> day of June, 2023, by the Mono County Board of Supervisors.

\_\_\_\_\_  
**Jennifer Kreitz, Supervisor District #1**

\_\_\_\_\_  
**Rhonda Duggan, Supervisor District #2**

\_\_\_\_\_  
**Bob Gardner, Supervisor District #3**

\_\_\_\_\_  
**John Peters, Supervisor District #4**

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**Lynda Salcido, Supervisor District #5**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

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

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Rachel Barnett, Public Health Equity  
Officer

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

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Rachel Barnett

**PHONE/EMAIL:** 760-924-4606 / rbarnett@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

History

Time

Who

Approval

6/15/2023 9:59 AM	County Counsel	Yes
6/12/2023 4:49 PM	Finance	Yes
6/15/2023 9:59 AM	County Administrative Office	Yes



***PROCLAMATION NAMING JUNE 2023 AS  
TWO-SPIRIT, LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER+  
(2SLBGQTQ+)***

***WHEREAS***, Mono County strives to promote the principles of equality, inclusion, and justice for all people, recognizing that the diversity of our communities is one of our greatest strengths; and

***WHEREAS***, all people regardless of age, gender identity, race, color, religion, marital status, national origin, sexual orientation, or physical challenges have the right to be treated on the basis of their intrinsic value as human beings; and

***WHEREAS***, Mono County accepts and welcomes people of diverse backgrounds and believes a diverse population leads to a more vibrant community; and

***WHEREAS***, the 2SLBGQTQ+ communities contribute to the cultural, civic and economic successes of Mono County; and

***WHEREAS***, while we as a society at large are slowly embracing new definitions of sexuality and gender we must also acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

***WHEREAS***, we acknowledge that the 2SLGBTQ+ community has faced and continues to face systematic discrimination including restricted rights, social stigma, challenges accessing healthcare and other basic services, and also suffer startling rates of violence, including suicide; and

***WHEREAS***, Mono County Justice, Equity, Diversity, and Inclusion (JEDI) Committee aims to help build a community in which businesses, schools, partner agencies, healthcare providers, and residents understand that they have the power to positively impact the health and well-being of our gender and sexuality minority members.

***WHEREAS***, Mono County observes June as a time to celebrate our dynamic 2SLGBTQ+ community, raise awareness of quality services and foster dialogue to promote healthy, safe, and prosperous climates and communities for all; and





***NOW, THEREFORE***, the Mono County Board of Supervisors proclaims June 2023 as Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer+ (LBGTQ+) Pride Month and encourages our residents to reflect on the ongoing struggle for equality the members of the 2SLBGTQ+ community face and celebrate the contributions that enhance our county. Additionally, the Board celebrates the hard work and dedication of the Behavioral Health, Public Health, and Social Services Department in addressing the inclusion of 2SLBGTQ+ communities through ongoing collaborations, 2SLBGTQ+ training, and outreach programs. Finally, the Board of Supervisors calls upon all members of our communities to recommit increasing awareness and understanding of our 2SLBGTQ+ community members.

***APPROVED AND ADOPTED*** this 20th day of June 2023, by the Mono County Board of Supervisors.

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**Jennifer Kreitz, Supervisor District #1**

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**Rhonda Duggan, Supervisor District #2**

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**Bob Gardner, Supervisor District #3**

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**John Peters, Supervisor District #4**

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**Lynda Salcido, Supervisor District #5**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: Social Services**

**TIME REQUIRED** 15 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Michelle Raust, Program Manager and  
Social Worker Staff

**SUBJECT** Elder and Dependent Adult Abuse  
Awareness Month - Proclamation

**AGENDA DESCRIPTION:**

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

Proposed proclamation recognizing June 2023 as Elder and Dependent Adult Abuse Awareness Month.

**RECOMMENDED ACTION:**

Adopt proposed proclamation recognizing June 2023 as Elder and Dependent Adult Abuse Awareness Month.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Michelle Raust

**PHONE/EMAIL:** 760-924-1758 / mraust@mono.ca.gov

**SEND COPIES TO:**

Krista Cooper, kcooper@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
6/6/2023 10:42 AM	County Counsel	Yes
6/12/2023 4:49 PM	Finance	Yes
6/13/2023 4:18 PM	County Administrative Office	Yes



**MONO COUNTY BOARD OF SUPERVISORS  
RECOGNIZING JUNE 2023 AS ELDER AND DEPENDENT ADULT ABUSE  
AWARENESS MONTH**

**WHEREAS**, Mono County’s elder and dependent adults deserve to be treated with respect and dignity, to enable them to continue to live independently, to serve as leaders, mentors and volunteers who contribute to the vitality of the community and their families; and

**WHEREAS**, abuse of elder and dependent adults is a tragedy inflicted on vulnerable persons and an ever-increasing problem in today’s society that crosses all socio-economic boundaries; and

**WHEREAS**, people 60 years or older make up about 22% of the population in the United States, are living longer lives, and are growing as a total percentage of the population; and

**WHEREAS**, Mono County Adult Protective Services has received approximately 88 reports of concern within the last year and a half, involving elder or dependent adults who may be impacted by neglect, abuse, and financial exploitation and responds by investigating reports, providing supportive case management, and collaborating with community partners through Multi-Disciplinary Teams; and

**WHEREAS**, the Mono County District Attorney’s Office, Sheriff’s Office, and Mammoth Lakes Police Department are dedicated to protecting elder and dependent adults by promoting individual and public safety and justice; and

**WHEREAS**, the Eastern Sierra Area Agency on Aging and the Long-Term Care Ombudsman Programs are committed to working with community partners to raise awareness, increase reporting of elder abuse, and provide advocacy services to elders, including residents of long-term care facilities who are victims of elder abuse, neglect, and financial exploitation; and

**WHEREAS**, to join us by wearing purple on June 15th, World Elder Abuse Awareness Day to bring community wide awareness about preventing abuse.

**NOW, THEREFORE, BE IT PROCLAIMED**, the Mono County Board of Supervisors hereby recognize the important work done by the Mono County Department of Social Services, and all elder serving service providers, Mono County Board of Supervisors proclaims June 2023 as Elder and Dependent Adult Abuse Awareness Month.

**APPROVED AND ADOPTED** this day of 20<sup>th</sup> June 2023, by the Mono County Board of Supervisors.

\_\_\_\_\_  
Jennifer Kreitz, Supervisor District #1

\_\_\_\_\_  
Rhonda Duggan, Supervisor District #2

\_\_\_\_\_  
Bob Gardner, Supervisor District #3



**John Peters, Supervisor District #4**

**Lynda Salcido, Supervisor District #5**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Reappointment to Mono County  
Children and Families Commission

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Danielle Patrick

**PHONE/EMAIL:** 760-932-5535 /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">staff report</a></p>
---

**History**

Time	Who	Approval
6/6/2023 10:47 AM	County Counsel	Yes
6/6/2023 10:15 AM	Finance	Yes
6/9/2023 8:32 AM	County Administrative Office	Yes



**Bob Gardner**  
Commission Chair  
Mono County Board of  
Supervisors

**Date:** June 20, 2023

**Stacey Adler, PhD**  
Commission Vice- Chair  
Mono County Superintendent of  
Schools

**To:** Honorable Board of Supervisors

**Janice Mendez**  
Commission Secretary  
Project Lead  
Community Health in Diabetes  
Prevention  
Bridgeport Indian Colony

**From:** Molly DesBaillets, Executive Director First 5 Mono County

**Subject:** Reappointment of Patricia Robertson to the First 5 Mono County Children and Families Commission

**Recommended Action:**

Reappoint Patricia Robertson to the Mono County Children and Families Commission to serve a third term, this time for five years expiring May 1, 2028.

**Michelle Raust**  
Program Manager, Child and  
Adult Services  
Mono County Department of  
Social Services

**Discussion:**

On behalf of the Mono County Children and Families Commission, I respectfully request the Board of Supervisors to appoint Patricia Robertson to the First 5 Mono County Children and Families Commission.

**Patricia Robertson**  
Executive Director  
Mammoth Lakes Housing

In accordance with Mono County Code, Ms. Robertson as the Director of Mammoth Lakes Housing wishes to serve under the membership category: *representative of a community-based organization that has the goal of promoting or nurturing early childhood development.*

**Vacancy**

**Molly DesBaillets, MA**

*Providing leadership in sustaining a network of support for all children, ages 0 through 5 years, and their families. Partnering with the community to improve outcomes in children's health, safety and learning.*

P.O. Box 130 w Mammoth Lakes, CA 93546  
760-924-7626 w [mdesbaillets@monocoe.org](mailto:mdesbaillets@monocoe.org) [monokids.org](http://monokids.org)



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: CAO**

**TIME REQUIRED**

**SUBJECT** Contract with Caporusso  
Communications

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

The total amount of the contract is not-to-exceed \$105,000. This is included in the fiscal year 2023-24 Recommended Budget.

**CONTACT NAME:** Mary Booher

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

**SEND COPIES TO:**

Mary Booher

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Contract</a></p>
---

**History**

Time	Who	Approval
6/15/2023 9:33 AM	County Counsel	Yes
6/13/2023 8:49 AM	Finance	Yes

6/15/2023 9:40 AM

County Administrative Office

Yes



**AGREEMENT BETWEEN COUNTY OF MONO  
AND CAPORUSSO COMMUNICATIONS COMPANY  
FOR THE PROVISION OF COMMUNICATIONS AND PUBLIC RELATIONS SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the public relations services of Caporusso Communications Company, of Roseville, California (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

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

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

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

**2. TERM**

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

### 3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000), (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

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

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

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

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

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

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

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

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any

kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## 8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

## 9. INSURANCE

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

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence and One Million dollars (\$1,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including

death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

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

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

## **10. STATUS OF CONTRACTOR**

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

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

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

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

## **11. DEFENSE AND INDEMNIFICATION**

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

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

## **12. RECORDS AND AUDIT**

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

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

## **13. NONDISCRIMINATION**

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

## **14. TERMINATION**

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

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

#### **15. ASSIGNMENT**

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

#### **16. DEFAULT**

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

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

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

#### **18. CONFIDENTIALITY**

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

#### **19. CONFLICTS**

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

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

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

## **21. SEVERABILITY**

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

## **22. FUNDING LIMITATION**

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

## **23. AMENDMENT**

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

## **24. NOTICE**

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

County of Mono:  
Mary Booher, Interim CAO  
P.O. Box 696  
Bridgeport, CA 93517  
rlawton@mono.ca.gov

Contractor:  
Caporusso Communications Company  
209 Pinecrest Court  
Roseville, CA 95678  
(916) 412-0571  
justin@caporussocommunications.com

## **25. COUNTERPARTS**

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

## **26. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any



force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

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

**COUNTY OF MONO**

**CONTRACTOR**

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

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

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

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

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

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

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND CAPORUSSO COMMUNICATIONS  
FOR THE PROVISION OF COMMUNICATIONS AND PUBLIC RELATIONS SERVICES**

**TERM:**

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

**SCOPE OF WORK:**

At the request and direction of the County Administrative Officer, Contractor shall develop communications strategies and draft communications and public relations materials including, but not limited to, press releases, correspondence, flyers, web and social media content, newsletters and public information materials for the County or any of its individual departments.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND CAPORUSSO COMMUNICATIONS  
FOR THE PROVISION OF COMMUNICATIONS AND PUBLIC RELATIONS SERVICES**

**TERM:**

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

**SCHEDULE OF FEES:**

County shall pay Contractor \$7,500 per month for the provision of work and services under this agreement. Crisis communications work, and work conducted outside of traditional business hours will be billed separately at a rate of \$185.00 per hour. Total payments shall not exceed \$105,000 as set forth in paragraph 3.D of the Agreement.

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





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: CAO**

**TIME REQUIRED**

**SUBJECT** Review and Approve Agreement with Mammoth Lakes Housing for Bridge/Gap Financing

**PERSONS APPEARING BEFORE THE BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

Approve and authorize the Chair sign the proposed agreement with Mammoth Lakes Housing for bridge/gap financing.

**FISCAL IMPACT:**

Leverages \$200,000 on a temporary basis to timely secure the ability of two residents to purchase homes in unincorporated Mono County.

**CONTACT NAME:** Christopher Beck

**PHONE/EMAIL:** 760-924-1700 / cbeck@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Bridge loan agreement</a>

**History**

Time	Who	Approval
6/15/2023 9:37 AM	County Counsel	Yes
6/15/2023 6:52 AM	Finance	Yes

6/15/2023 9:41 AM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher L. Beck

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

---

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Christopher Beck, Assistant County Counsel

Date: June 12, 2023

Re: Mono County Bridge/Gap Loan

**Discussion**

On June 11, 2020, the County received an award of \$500,000 for the HOME Investment Partnership Program. This program permits the financing of gap-type loans for first-time homebuyers. Around the same time, the County entered into a sub-recipient agreement with Mammoth Lakes Housing (MLH), which would administer the HOME program on behalf of the County.

Sometime in late 2022 or early 2023, the United States Department of Housing and Urban Development (HUD) Department chose to pause this program, using this time to rewrite the program rules and develop new templates. While the County received a 15-month extension of our grant to May 2, 2024, the County cannot spend any of the \$500,000 grant award that otherwise would provide gap mortgage assistance to current applicants.

As the designated agency administering the County's down-payment assistance program, MLH has vetted two eligible applicants ready to enter escrow to purchase their first homes in our unincorporated area. Instead of delaying the home purchase opportunity for these two applicants, MLH proposes using their State of California mortgage assistance grant to allocate \$100,000 of down payment assistance to each applicant. The grant requires MLH to expend the \$200,000 first and then apply for reimbursement from California Housing and Community Development Department, which causes cash flow concerns for MLH given the investment they have made in other developmental projects.

The purpose of this agenda item is to request approval to loan MLH \$200,000 to cover cash flow until the reimbursement from the State of California. The proposed agreement is included with this item.

## LOAN AGREEMENT AND ACKNOWLEDGEMENT OF DEBT

This Loan Agreement and Acknowledgement of Debt (this "Agreement") is entered as of \_\_\_\_, 2023, between the County of Mono, a political subdivision of the State of California ("Lender"), and Mammoth Lakes Housing, Inc., a California nonprofit public benefit corporation ("Borrower"), with respect to the following facts:

- A. In June 2020, Lender received an award of \$500,000 through the HOME Investment Partnership Program (the "HOME Award"), administered by the California Department of Housing and Community Development ("HCD") with funding from the U.S. Department of Housing and Urban Development ("HUD"). Lender intended to use all or a portion of the HOME Award to provide gap financing to first-time homebuyers.
- B. Shortly after receiving the HOME Award, Lender entered a subrecipient agreement with Borrower, whereby Borrower would administer the HOME Award for Lender.
- C. HUD has temporarily suspended the HOME program to update regulations and procedures and, although HCD has given Lender an extension to spend the HOME Award until May 2, 2024, the HOME Award currently cannot be spent. Nonetheless, Borrower has properly vetted two eligible first-time homebuyers (the "Eligible Applicants") who are ready to enter escrow to purchase homes in the unincorporated area of Mono County (the "Eligible Applicant Escrows").
- D. Borrower has other mortgage assistance available to it from HCD to provide gap financing to the Eligible Applications (the "HCD Mortgage Assistance"), in the amount of \$100,000 per Eligible Applicant. However, the HCD Mortgage Assistance program requires Borrower to provide the gap financing from its own funds and to seek reimbursement from HCD.
- E. Providing the gap financing from its own funds would require Borrower to redirect funding from other affordable housing initiatives, and so to facilitate closing by the Eligible Applicants, Lender is willing to provide Borrower a bridge loan on terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Loan Amount and Use of Loan. Lender hereby promises to lend to Borrower \$200,000 (the "Loan"). Borrower shall use the Loan proceeds to pay \$100,000 into each of the Eligible Applicant Escrows, as described in the Recitals.
2. Period of Loan. The Loan shall be repaid by Borrower within 30 days of Borrower's receipt of the HCD Mortgage Assistance (the "Due Date"). Borrower shall take commercially reasonable efforts to draw down the HCD Mortgage Assistance expeditiously. No pre-



payment penalty shall apply if the Loan or any portion thereof is paid prior to the Due Date.

3. Payment. Payment of all amounts due under this loan shall be payable to Lender in care of Lender's Director of Finance, in person or by mail at the address provided for notice in Section 11, below. Payment also may be made by wire transfer following instructions provided in writing by Lender and verified orally by Borrower, provided that Borrower assumes all risk of loss and shall pay any associated wire transfer fees.
4. Interest. No interest shall accrue on the Loan until the Due Date. If the Loan is unpaid as of the Due Date, then interest shall accrue from the first business day following the Due Date at a rate of four percent (4%) simple interest per annum, calculated to the date of payment based upon a 365-day year.
5. Late Charge. The Loan shall be in default if the entire Loan amount with any interest accruing thereon is not paid within ten (10) days of the Due Date (the "Default Date"). If there is an outstanding balance of principal and/or interest (the "Balance Due") as of the Default Date, then in addition to the Balance Due, Borrower shall owe Lender a late fee of five percent (5%) of the Balance Due as of the Default Date.
6. Insolvency. Any Balance Due shall become immediately due and payable if Borrower becomes insolvent.
7. Dispute Resolution. If any dispute arises among the parties relating to this Agreement, the parties will resolve the dispute in the following manner:
  - a. The party raising the dispute shall notify the other party of the dispute and shall provide a reasonable amount of information about the nature of the dispute.
  - b. As soon as practicable, the parties will meet and confer in good faith, in person or by video conferencing, to resolve their dispute.
  - c. If such negotiations fail, the parties shall refer their dispute as soon as practicable to a mediator mutually acceptable to them to attempt mediation. If they are unable to agree upon a mediator, then each party shall propose a trained and experienced mediator that would be acceptable to it, and the two mediators so selected shall meet and confer to mutually select a third trained and experienced mediator who will conduct the mediation. Any applicable statute of limitations shall toll during the time during which mediation is attempted.
  - d. Notwithstanding the foregoing, either party may seek from any court of competent jurisdiction (wherein venue is proper according to applicable law), any provisional remedy that may be necessary to protect any rights or property from irreparable harm pending the determination of the merits of any dispute. Except as otherwise provided for in this paragraph (d), neither party shall file litigation to resolve any dispute

without first attempting to resolve the dispute through negotiation and mediation, as described in paragraphs (a) to (c) of this Section, above.

8. Choice of Law & Venue. This Agreement shall be interpreted according to the laws of State of California without regard to conflict of law principles. Venue for any dispute arising from this Agreement shall be proper in Mono County, California, notwithstanding Code of Civil Procedure Section 394 or any other law.
9. Interpretation.
  - a. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, and understandings between them.
  - b. There are no third-party intended beneficiaries of this Agreement.
  - c. This Agreement contains the contributions of both parties, and the rule stated in Civil Code Section 1654 that an agreement be construed against its drafter shall not apply hereto.
  - d. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the court is authorized and instructed to modify the same to effectuate the original intent of the parties as closely as possible.
10. Waiver; Amendment; Successors & Assigns.
  - a. Any failure to enforce any provision of this Agreement by either party shall not constitute a waiver thereof, and no waiver shall constitute an ongoing waiver.
  - b. This Agreement may not be modified except in a written agreement signed by both parties.
  - c. This Agreement shall be binding on both parties' successors and assigns.
11. Notice. Any notice required by this Agreement shall be given in writing by personal delivery or by first-class United States mail, postage prepaid, to the respective party at the address below, unless another address for notice is given by notice. Notice by mail shall be deemed given three (3) days after deposit in the mail. Notice by personal delivery shall be deemed given upon receipt. Notice may also be given by overnight delivery by reputable private courier service (e.g., FedEx, UPS, or Purolator), and shall be deemed given upon confirmation of receipt.

To Lender: County of Mono  
Director of Finance  
P.O. Box 556

Courthouse Annex II  
Bridgeport, CA 93517

To Borrower: Mammoth Lakes Housing, Inc.  
Patricia Ann Robertson  
P.O. Box 260  
587 Old Mammoth Road, Ste. No. 4  
Mammoth Lakes, CA 93546

Notice may also be given by electronic means but shall only be deemed given if acknowledged by the receiving party in writing.

12. Execution.

- a. The individuals executing this Agreement represent and warrant their authority to bind their respective parties.
- b. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- c. This Agreement may be signed electronically, and a facsimile or electronically stored copy of this Agreement shall be treated as an original.

***[Signatures on Following Page]***

NOW, THEREFORE, the parties have executed this Agreement as of the date first written above.

COUNTY OF MONO, a political subdivision of  
the State of California

MAMMOTH LAKES HOUSING, INC., a  
California nonprofit public benefit  
corporation

By: \_\_\_\_\_  
Rhonda Duggan, Chairperson,  
Mono County Board of Supervisors

By: \_\_\_\_\_  
Patricia Ann Robertson,  
Executive Director/Secretary

ATTEST

By: \_\_\_\_\_  
Kirk A. Stapp, CEO

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

*[Mr. Stapp's signature line can be removed if  
MLH provides a corporate resolution  
authorizing Patricia to sign. See Corp. Code  
§ 313.]*

APPROVED AS TO FORM

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: Emergency Management**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Resolution Identifying Authorized  
Agents to Execute Application for  
State and Federal Assistance

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

Reimbursement at up to 75% by FEMA and 18.75% by CalOES, with the remaining 6.25% representing the local match.

**CONTACT NAME:** Chris Mokracek

**PHONE/EMAIL:** 760-924-4633 / cmokracek@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution (Stacey's updated version)</a>
<input type="checkbox"/> <a href="#">Public Assistance Designation Notice</a>

**History**

Time	Who	Approval
6/15/2023 9:49 AM	County Counsel	Yes

6/15/2023 6:58 AM

Finance

Yes

6/15/2023 9:50 AM

County Administrative Office

Yes



MONO COUNTY  
OFFICE OF EMERGENCY MANAGEMENT



**DATE:** June 20, 2023

**TO:** Mono County Board of Supervisors

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

**SUBJECT:** Resolution Identifying Authorized Agents to Execute Application for State and Federal Assistance

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**Recommendation:**

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

**Discussion:**

Mono County has been approved for FEMA Public Assistance for the 2023 Winter Storms. The application for assistance deadline is June 24, 2023. This Resolution allows Board designated agents to identify qualifying projects and apply for assistance on behalf of the County.

**Fiscal Impact:**

Reimbursement at up to 75% by FEMA and 18.75% by CalOES, with the remaining 6.25% representing the local match.



Cal OES ID No: \_\_\_\_\_

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE \_\_\_\_\_ OF THE \_\_\_\_\_  
 (Governing Body) (Name of Applicant)

THAT \_\_\_\_\_, OR  
 (Title of Authorized Agent)

\_\_\_\_\_, OR  
 (Title of Authorized Agent)

\_\_\_\_\_  
 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the \_\_\_\_\_,  
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the \_\_\_\_\_, a public entity established under the  
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.





**Please check the appropriate box below**

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): \_\_\_\_\_

Passed and approved this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

**CERTIFICATION**

I, \_\_\_\_\_, duly appointed and \_\_\_\_\_ of  
 (Name) (Title)

\_\_\_\_\_, do hereby certify that the above is a true and  
 (Name of Applicant)

correct copy of a resolution passed and approved by the \_\_\_\_\_  
 (Governing Body)

of the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.  
 (Name of Applicant)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)



### Cal OES Form 130 Instructions

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

#### **Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



**Checking Universal or Disaster-Specific Box:** A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

**Governing Body Representative:** These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

**Certification Section:**

**Name and Title:** This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

Billing Code 9111-23-P

**DEPARTMENT OF HOMELAND SECURITY**

**Federal Emergency Management Agency**

**[Internal Agency Docket No. FEMA-4699-DR]**

**[Docket ID FEMA-2023-0001]**

**California; Amendment No. 3 to Notice of a Major Disaster  
Declaration**

**AGENCY:** Federal Emergency Management Agency, DHS.

**ACTION:** Notice.

**SUMMARY:** This notice amends the notice of a major disaster declaration for the State of California (FEMA-4699-DR), dated April 3, 2023, and related determinations.

**DATE:** This amendment was issued May 25, 2023.

**FOR FURTHER INFORMATION CONTACT:** Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

**SUPPLEMENTARY INFORMATION:** The notice of a major disaster declaration for the State of California is hereby amended to include the following areas among those areas determined to have been adversely affected by the event declared a major disaster by the President in his declaration of April 3, 2023.

Butte County for Individual Assistance (already designated for Public Assistance).

El Dorado, Humboldt, Lake, Marin, Napa, Nevada, Sacramento, San Luis Obispo, Santa Barbara, Santa Clara, and Shasta Counties for Public Assistance.

Mono County for Public Assistance (already designated for Individual Assistance).

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050 Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.



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**Deanne Criswell,**

*Administrator,*

*Federal Emergency Management Agency.*



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 20, 2023

**Departments: Finance, CAO**

**TIME REQUIRED**

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

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

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

### RECOMMENDED ACTION:

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

### FISCAL IMPACT:

The extension allows for continued administration of this program with limited involvement from County staff. The administrative costs incurred by Mammoth Lakes Housing are funded by the grant.

**CONTACT NAME:** Janet Dutcher

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

[Click to download](#)

[Staff report](#)

[▢ Agreement - Original dated June 4th 2020](#)

[▢ First Amendment](#)

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### History

Time	Who	Approval
6/6/2023 10:43 AM	County Counsel	Yes
6/12/2023 4:26 PM	Finance	Yes
6/13/2023 4:17 PM	County Administrative Office	Yes



# DEPARTMENT OF FINANCE COUNTY OF MONO

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*Kim Bunn*  
Assistant Finance Director  
Auditor-Controller

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

*Gerald Frank*  
Assistant Finance Director  
Treasurer-Tax Collector

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Date: June 20, 2023

RE: Mammoth Lakes Housing, extension of the sub-recipient agreement to administer  
The County's HOME Investment Partnership Program

On June 11, 2020, the County received an award of \$500,000 for the HOME Investment Partnership Program. This program permits the financing of gap-type loans for first-time homebuyers. Around the same time, the County entered into a sub-recipient agreement with Mammoth Lakes Housing (MLH), which would administer the HOME program on behalf of the County.

Sometime in late 2022 or early 2023, the federal Housing and Urban Development (HUD) Department chose to pause this program, using this time to rewrite the program rules and develop new templates. Because of the pause in program activities, the County received a 15-month extension of our grant to May 2, 2024. As a result, this agenda item requests approval of an extension of MLH's original sub-recipient agreement, extending the agreement's termination to September 30, 2024, and resetting specific other performance dates.



**AGREEMENT BETWEEN COUNTY OF MONO  
AND  
MAMMOTH LAKES HOUSING, INCORPORATED  
FOR SUBRECIPIENT/ADMINISTRATIVE SERVICES  
WITH RESPECT TO A HOME INVESTMENT PARTNERSHIPS PROGRAM GRANT (18-HOME-12589)**

**THIS AGREEMENT** is entered into this 4 day of June, 2020, by and between the County of Mono (hereinafter “Grantee”) and Mammoth Lakes Housing, Inc. (hereinafter “Subrecipient”).

**WHEREAS**, the Grantee has applied for and received funds under the State of California’s administration of the Home Investment Partnerships Program (hereinafter “HOME Program”) by the Department of Housing and Community Development pursuant to the provisions of the Cranston-Gonzalez National Affordable Housing Act (42 USC §12741 et seq.), the HOME Investment Partnerships Program (Title 24, Code of Federal Regulations, Part 92), California Health and Safety Code Section 50896, Title 25, Division 1, Chapter 7, Subchapter 17 of the California Code of Regulations (Sections 8200-8220) (the “Applicable Laws”) and the HOME Standard Agreement entered into between the California Department of Housing and Community Development and the County (Agreement No. 18-HOME-12589, which is on file with Grantee and incorporated by this reference, the “Grant Agreement”); and

**WHEREAS**, the Grantee wishes to engage the Subrecipient to assist the Grantee in implementing the Grant Agreement by delivering, administering, and otherwise performing the HOME Program within Mono County in accordance with Applicable Laws and the Grant Agreement;

**NOW, THEREFORE**, it is agreed between the parties hereto that;

I. **SCOPE OF SERVICE**

A. **Activities**

Subrecipient will be responsible for administering and implementing a HOME Year 2018 First Time Homebuyer Program for Grantee (hereinafter the “Mono County HOME Program” or the “Program”). The Subrecipient will administer all tasks in connection with the Program in compliance with all applicable Federal, state, and local rules and regulations governing the HOME funds, and the Grant Agreement. The Mono County HOME Program will include the following activities eligible under the HOME Program: Program Delivery and Administration.

**Program Delivery**

Program Delivery - HOME funds will be used in Mono County to provide approximately four (4) deferred, second-mortgage loans for acquisition (with or without rehabilitation) to low-income, first time homebuyers. Each individual household will obtain a first mortgage and the home will be their primary residence. The program will utilize, in addition to HOME funds, local banks and mortgage brokers. The total amount available for Program delivery is \$487,500.

A more detailed description of the tasks required to carry out program delivery is set forth in the Scope of Work, which is attached hereto as **Attachment A** and incorporated by this reference.

## **General Administration**

Subrecipient will conduct administrative duties needed to deliver the Mono County HOME Program. The Subrecipient will conduct sufficient advertisement of the Program to ensure that eligible applicants from designated target groups participate in the Program. Marketing will be performed in accordance to the Affirmative Action Marketing plan and will include Section 504 Outreach. The Subrecipient will also be responsible for submission of draw down requests. The total amount available for administration by the Subrecipient is \$7,500, not including Activity Delivery of 6.5% per HOME loan/grant for eligible costs.

See Attachment A for a more detailed description of the tasks required to provide general administration of the Program.

### **B. National Purposes and Objectives**

All activities funded with HOME funds must meet HOME Program objectives and purposes. The Subrecipient certifies that the activities carried out under this Agreement will meet the HOME objective of assisting low income homeowners. Specifically, the program will provide First Time Homebuyers (who are income eligible) with deferred, second mortgage loans for acquisition with or without rehabilitation.

### **C. Levels of Accomplishment – Goals and Performance Measures**

Work shall consist of execution of First Time Homebuyer Program for approximately five (5) low income households, including all required documentation described in the HOME program requirements by HUD. Up to 6.5 % of the HOME loan/grant amount for First Time Homebuyer activities including rehabilitation can be paid to the Subrecipient for activity delivery. All Drawdown requests shall be submitted to HCD by April 2, 2023. All program funds shall be expended by February 2, 2023. Any funds not drawn down by April 2, 2023 will be disencumbered.

Goals, performance measures, and a schedule for completion of tasks are set forth in Attachment A.

### **D. Staffing**

Patricia Robertson, Executive Director  
Diane Doonan, Grant and Financial Associate

### **E. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above and in Attachment A. Substandard performance of the contract as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified in writing by the Grantee, contract suspension or termination procedures will be initiated.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 4 day of June, 2020 and end on the 30 day of June, 2023. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of **18-HOME-12589** HOME funds or other assets, including program income. In addition, as specifically noted herein, certain provisions of this Agreement shall survive termination of the Agreement including responding to State Monitoring.

**III. BUDGET AND LIMIT UPON AMOUNT PAYABLE**

The Program's general administration and activity delivery will be billed in accordance with the Subrecipient's most current billable rate, which is subject to change. Subrecipient hereby represents and warrants that its billable rates do not and shall not exceed its true and actual costs and, upon request by County, shall submit evidence to support such representations and warranties; furthermore, the Subrecipient shall submit timesheets and invoices to County prior to any drawdown of funds validating that all costs are true and accurate. In no event shall the total amount paid to Subrecipient by Grantee under this Agreement exceed \$495,000 unless adjusted by an amendment.

Additional detail regarding the Budget, and a schedule for committing funds, are set forth in **Attachment B**, which is attached hereto and incorporated by this reference.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed four hundred and ninety five thousand dollars (\$495,000). Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Attachment B and in accordance with Paragraph VIII.C.3 herein.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the Uniform Administrative Standards specified in applicable portions of the Interim Final Rule at 79 FR 75871 and any amendment, replacement, or update thereto.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee

The County of Mono – Megan Mahaffey  
P.O. Box 347  
Mammoth Lakes, CA 93546  
Phone (760)924-1836  
Fax (760)924-18010  
[mmahaffey@mono.ca.gov](mailto:mmahaffey@mono.ca.gov)

Subrecipient

Mammoth Lakes Housing, Inc. – Patricia Robertson  
P.O. Box 260  
Mammoth Lakes, CA 93546  
Phone (760)934-4740  
Fax (760)934-4724  
[patricia@mammothlakeshousing.org](mailto:patricia@mammothlakeshousing.org)

**VI. SPECIAL CONDITIONS**

A. Program Requirements

The Subrecipient shall follow Grantee's and all state and Federal requirements for implementation of the Mono County HOME Program, including requirements for income determinations, underwriting and subsidy layering guidelines, homebuyer, rehabilitation standards, refinancing guidelines, homebuyer program policies, and affordability requirements.

B. Uniform Administrative Requirements

The Subrecipient shall comply with all applicable uniform administrative requirements, as described in 24 CFR 92.505 (b) in carrying out the activities described in this Agreement.

**VII. GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 92 (the HOME Regulations) including subpart H of those regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 92.352 and (2) the intergovernmental review process described in 24 CFR Part 92.357 does not apply. The Subrecipient shall comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient shall use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments to the extent arising, or alleged to have arisen, out of the Subrecipient's negligent performance, or nonperformance, of the services or subject matter called for in this Agreement. The obligations under this paragraph C shall include, but not be limited to, repayment of any 18-HOME-12589 Grant funds determined, following audit, to have been improperly loaned, paid out, or otherwise improperly utilized in the implementation of this Agreement and/or the Mono County HOME Program that were subject to administration by Mammoth Lakes Housing, and reimbursement of any costs, expenses, fees, charges or other

amounts expended by Grantee associated such activity. The provisions of this paragraph C shall survive any termination or expiration of this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

1. *General Liability.* Subrecipient shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Subrecipient under this Agreement, including operations, products and completed operations, as applicable and which protects contract assets from loss due to theft, fraud and/or undue physical damage. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor 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, Subrecipient shall provide Grantee: 1) a certificate of insurance evidencing the coverage required; 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the Grantee.
2. *Professional Errors and Omissions Liability Insurance.* Subrecipient shall provide professional errors and omission liability insurance in an amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million dollars (\$1,000,000.00) policy aggregate. If professional liability coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
3. *Deductible, Self-Insured Retentions, and Excess Coverage.* Any deductibles or self-insured retentions must be declared and approved by Grantee. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Grantee, its officials, officers, employees, and volunteers; or the Subrecipient shall provide evidence satisfactory to Grantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to Grantee as an additional insured.
4. *Fidelity Bond.* Subrecipient shall purchase a blanket fidelity bond covering all employees in an amount equal to any cash advances from the Grantee. If no cash advances are made under this Agreement, then no fidelity bond is required. The Subrecipient shall comply with

the bonding and insurance requirements set forth in applicable portions of the Uniform Administrative Standards, Interim Final Rule at 79 FR 75871 or any amendment, replacement, or update thereto.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with the Uniform Administrative Standards, Interim Final Rule, at 79 FR 75871, including any replacement, update, or amendment thereto, the Grantee, following written notice thereof and 30 days opportunity to cure, may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be suspended or terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth in

writing, and delivering to the other party pursuant to the notice provisions of Section V above, the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. If the Agreement is terminated by either Grantee or Subrecipient for any reason, Grantee shall pay Subrecipient for all services rendered and reimburse Subrecipient for all costs incurred pursuant to this Agreement prior to the effective date of termination.

## **VIII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Subrecipient agrees to comply with applicable provisions contained in the Uniform Administrative Standards, Interim Final Rule at 79 FR 75871, and any replacement, update, or amendment thereto, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

The Subrecipient shall maintain all records necessary to assist Grantee in meeting its recordkeeping and reporting requirements under 24 CFR Part 92. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken including the location (address of each unit), form of HOME assistance, and the units or tenants assisted with HOME funds;
- b. Records demonstrating that each activity undertaken meets the purposes and objectives of the HOME program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
- f. Financial records as required by 24 CFR 92.505, and applicable portions of 24 CFR Part 84;

- g. Those records described in 24 CFR 92.508 necessary to document compliance with 24 CFR Part 92; and
- h. Other records necessary to document compliance with Applicable Law.

## 2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years, in accordance with 24 CFR 92.508(c)(1)-(6) and paragraph 22 of the Grant Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

## 3. Client Data

The Subrecipient shall maintain, for the periods described above, client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

## 4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 5. Close-out

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable in accordance with Paragraph VIII.E herein to the Grantee), and determining the custodianship of records. Notwithstanding anything to the contrary, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over HOME funds, including program income.

## 6. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business



hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

## C. Reporting and Payment Procedures

### 1. Program Income

The Subrecipient shall report all program income (as defined at 24 CFR 92.2) generated by activities carried out with HOME funds. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 92.503 ("Program income, repayments, and recaptured funds"). By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

### 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

### 3. Payment Procedures; Requests for Disbursement

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Subrecipient may not request disbursement of funds under this Agreement until such funds are needed for payment of eligible costs. The amount of each request shall be limited to the amount needed. Program income must be disbursed before the subrecipient requests funds from Grantee. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient, provided Subrecipient has received prior written notice of Grantee's intent to incur costs, where feasible, and thereafter fails to meet or otherwise correct the failure to meet the requirements of this Agreement that will cause Grantee to incur costs.

### 4. Progress Reports

The Subrecipient shall submit quarterly reports to Grantee and State Department of Housing and Community Development (HCD) no later than 30 days after the end of each

calendar quarter. The Subrecipient shall submit a quarterly performance report to Grantee and HCD on forms provided by HCD for the term of this Agreement.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein as set forth in **Attachment C** ("Mono County Purchasing Ordinance") which is attached hereto and incorporated by this reference. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR Part 92, all applicable requirements cited therein, and with the applicable requirements of the Uniform Administrative Standards Interim Final Rule at 79 CFR 75871, and as same may be modified, replaced, or subsequently updated.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside Mono County with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with applicable requirements of State and federal law and regulations, including but not limited to 24 CFR, Part 92, and include, but are not limited to, the following:

1. The Subrecipient shall transfer to the Grantee any HOME funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet HOME purposes and objectives until five (5) years after expiration of this Agreement. If the Subrecipient fails to use HOME-assisted real property in a manner that meets HOME purpose or objectives for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The

Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the HOME program or (b) retained after compensating the Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-HOME funds used to acquire the equipment.

## **IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Grantee may waive compliance, upon written request by Subrecipient, of any of the above policies that are optional. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a HOME-assisted project. The Subrecipient shall also comply with HOME regulations related to displacement, relocation, and acquisition located at 24 CFR 92.352.

## **X. PERSONNEL AND PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

The Subrecipient agrees to comply with the California Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### **2. Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 92.350, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### **3. Land Covenants**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### B. Affirmative Action and Marketing

#### 1. Approved Plan

The Subrecipient will carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966 and 24 CFR 92.351. The Grantee has provided Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program, which are contained within Grantee's Homebuyer Program Guidelines at section 1.1. The Subrecipient shall submit a plan for an Affirmative Action and Marketing Program for approval by Grantee and the Department of Housing and Community Development that is consistent with these guidelines prior to the award of funds.

#### 2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### 3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

### 4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### 5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

### 6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

## C. Employment Restrictions

### 1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

### 2. Labor Standards

**Federal Requirements.** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, in accordance with the provisions of 24 CFR 92.354. The Subrecipient further agrees to comply with the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and

wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

***State Requirements:*** When funds provided through this Agreement are used for construction work, or in support of construction work as defined below, the Subrecipient shall ensure that the requirements of Chapter 1 (commencing with section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages) are met. "Construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation, or repair work done under contract and paid for, in whole or in part with HOME funds. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements. Construction contracts, and any written amendments thereto shall be subject to the prior written approval of the Department of Housing and Community Development and the Department may require certification that prevailing wages have been paid.

### 3. "Section 3" Clause

#### a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The

Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### D. Conduct

##### 1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

##### 2. Subcontracts

###### a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

###### b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

###### c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

###### d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

##### 3. Hatch Act



The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### 4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 92.356, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

#### 5. Lobbying

The Subrecipient hereby certifies to the best of his or her knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. Subrecipient will require that the language of this certification be included in the award documents for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all contractors and Subrecipients shall certify and disclose accordingly:
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

#### 7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

### XI. ENVIRONMENTAL CONDITIONS AND REVIEW

Subrecipient shall comply with the following environmental conditions, and such other conditions as may be requested by Grantee as necessary to enable Grantee to carry out its environmental responsibilities before HOME funds are committed, in accordance with 24 CFR 92.352 or other laws.

#### A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

**B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

**C. Lead-Based Paint**

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M, and R of title 24 of the Code of Federal Regulations. Such regulations pertain to all HOME-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

**D. Historic Preservation**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

County of Mono

Mammoth Lakes Housing, Inc.

By: *Robert C. Lee*  
County Administrative Officer

By: *PARobertson*  
PARobertson (Jul 7, 2020 16:51 PDT)  
Executive Director

Dated: Jul 7, 2020

Dated: Jul 7, 2020

Taxpayer's Identification or Social Security Number: 72-1553662

APPROVED AS TO FORM:

*Christian E. Milovich*  
Christian E. Milovich (Jul 7, 2020 15:49 PDT)  
County Counsel

APPROVED AS TO INSURANCE/RISK MGMT:

*Jacob Sloane*  
Jacob Sloane (Jul 7, 2020 13:53 PDT)  
Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO  
AND MAMMOTH LAKES HOUSING, INCORPORATED  
FOR SUBRECIPIENT/ADMINISTRATIVE SERVICES  
WITH RESPECT TO A HOME GRANT (18-HOME-12589)

FROM: June 14, 2020 TO: June 30, 2025

SCOPE OF WORK:

**SUBRECIPIENT RESPONSIBILITIES:**

The Subrecipient will be responsible for administering and delivering the Mono County HOME Program for Grantee. The Subrecipient will administer all tasks listed below in connection with the Mono County HOME Program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to Grantee.

The major goal of Subrecipient's efforts under this Agreement will be to provide a total of approximately four (4) deferred, second-mortgage loans for acquisition with or without rehabilitation to low-income, first-time homebuyers by April 2, 2023. Toward that goal, the major tasks that the Subrecipient will perform include, but are not necessarily limited to, the following:

1. Environmental Finding Forms completion and submission to Grantee and HCD.
2. General Setup conditions checklist completion and submission to Grantee and HCD. HOME required environmental public noticing will be performed by Grantee staff.
3. Homebuyer Program Guidelines checklist completion and submission. Any HCD HOME staff required amendments to Grantee's Guidelines will be addressed by Grantee staff until acceptable to HCD.
4. Affirmative Action Marketing Plan completion and submission to Grantee.
5. Marketing of the Program through an assortment of social media and media outlets including, but not limited to, the MLH and Mono County websites, and MLH Facebook page. MLH will coordinate printing of color fliers and pamphlets through Mono County. Fliers and pamphlets will be posted at all local post offices and distributed through the Regional Planning Advisory Councils, in coordination with Mono County staff. If advertisements are placed in local newspapers, proof of publication shall be submitted to Grantee and shall be billable at cost against MLH's allocation of general administrative funds.
6. Provide copies of applications via MLH website, MLH office and USPS mail to prospective clients and accept completed applications and assist clients as needed.

7. Execute step by step income qualification of potential clients to determine eligibility in accordance to 24 CFR 92.203 and the HCD Calculation and Determination Guide.
8. Present Income Qualification and Loan File to the Mono County Loan Committee for approval of award. The Loan Committee will be composed of the Mono County Finance Director and Mono County Accountant. There will be a ten (10) day period of standard review turnaround from the time with which the Loan Committee is informed of the award and the Loan committee review and determination of Loan status.
9. Work with clients throughout the qualifying and purchasing process which includes coordination with lenders, real estate agents, escrow, and title companies. Provide all third party contracts involving Mono County HOME grant funds to grantee along with documentation of procurement method.
10. Provide, coordinate, execute, and collect all required loan documents for qualified recipients including but not limited to: Loan Agreement, Promissory Note, Deed of Trust, and Amortization Schedule.
11. Prepare and maintain loan files which may include: Amortization Schedule, Annual Income Calculation, Application, Appraisal, Escrow Settlement, Copies of Bank Statements, Credit Report, Deed of Trust, Loan Disclosure to Seller with Voluntary Arm's length purchase offer, Employer Verification, Home Set-up & Draw Down with HCD, Homebuyer Disclosures Statements, Income Verification-Pay Stubs, W2's, Tax Returns, IRS Transcripts, Initial Home Visit and Field check, Insurance (General Liability & Title), Lead Based Paint Disclosure, Lender Application, Loan Agreement, Loan Committee recommendation, Loan Servicing Policies and Procedures, Promissory Note, Purchase Agreement, Preliminary Title Report, Truth in Lending Disclosure Statement, Underwriting Determination, any other materials required to demonstrate compliance with the rules and regulations governing the Program.
12. Establish administrative loan files for grantee in accordance with HCD guidelines, outlined in the HOME Contract Management Manual and 24 CFR Part 92. This includes updating Grantee staff with the required documents for insertion into the Public Information Binder. All loan files should include the proof of Homeowners liability insurance with Mono County listed as additionally insured, Deed of Trust and Loan Documentation in addition to income qualification documentation.
13. Ensure that all loan documents have proper beneficiary, listed as the County of Mono.
14. Prepare and submit all HOME quarterly reports and annual reports on Grantee's behalf during the period of this agreement.
15. Prepare all project and administrative draw down requests on the Grantee's behalf during the period of this agreement. All request will be delivered to Mono County for their execution and submission to the HCD HOME Program.
16. Deliver complete loan files in hard copy to Grantee after completion of loan and before monitoring by State Housing and Community Development.

17. Directly participate in any monitoring by the state or other agencies and provide the necessary documents and files for such monitoring visits. Advocate on Grantee's behalf, to the maximum extent appropriate, and respond to and correct any monitoring findings under the control of the Subrecipient.
18. Comply, and ensure compliance throughout Program implementation and delivery, with all applicable federal HOME statutes and regulations and applicable California statutes and regulations.

#### **GRANTEE'S RESPONSIBILITIES**

1. Conduct bi-annual monitoring of Subrecipient loan files.
2. Review of income calculation and determinations as part of Loan Committee.
3. Provide letter of approval on loan.
4. Fund Loan to Escrow Company once loan is approved by Loan Committee.
5. Make payments to Subrecipient in accordance with the Agreement and upon receipt of proper drawdown requests within 30 business days.
6. Advance the funds for the Loan to escrow to be reimbursed by the draw down requests submitted by MLH.

#### **SCHEDULE OF TASK COMPLETION:**

##### *Start of Contract through April 30, 2023*

- Environmental Finding Forms completion and submission to Mono County and HCD.
- General Setup conditions checklist completion and submission to Grantee and HCD. HOME required environmental public noticing will be performed by Grantee staff.
- Homebuyer Program Guidelines checklist completion and submission. Any HCD HOME staff required amendments to Mono County's Guidelines will be addressed by Grantee staff until acceptable to HCD.
- Affirmative Action Marketing Plan completion and submission to Grantee.
- Begin implementation of the Affirmative Action Marketing Plan.

##### *June 4, 2020 – End of contract*

- Provide copies of applications to prospective clients and accept completed applications and assist clients as needed.

- Execute step by step income qualification of potential clients to determine eligibility in accordance to 24 CFR 92.203 and the HCD Calculation and Determination Guide.
- Present income qualification and the entire applicant file to the Mono County Loan Committee for approval of award. The Loan Committee will include Mono County Finance Director and Mono County Accountant.
- Work with clients throughout the qualifying and purchasing process which includes coordination with lenders, real estate agents, escrow, and title companies.
- Provide all third party contracts involving the use of Mono County HOME grant funds to grantee along with documentation of procurement method.
- Provide, coordinate, execute, and collect all required loan documents for qualified recipients including but not limited to; Loan Agreement, Promissory Note, Deed of Trust, and Amortization Schedule.
- Coordinate with Grantee on the processing and transfer of loan funds to escrow companies in a timely manner.
- Prepare and maintain loan files which may include; Amortization Schedule, Annual Income Calculation, Application, Appraisal, Escrow Settlement, Copies of Bank Statements, Credit Report, Deed of Trust, Loan Disclosure to Seller with Voluntary Arm's length purchase offer, Employer Verification, Home Set-up & Draw Down with HCD, Homebuyer Disclosures Statements, Income Verification-Pay Stubs, W2's, Tax Returns, IRS Transcripts, Initial Home Visit and Field check, Insurance (General Liability & Title), Lead Based Paint Disclosure, Lender Application, Loan Agreement, Loan Committee recommendation, Loan Servicing Policies and Procedures, Promissory Note, Purchase Agreement, Preliminary Title Report, Truth in Lending Disclosure Statement, Underwriting Determination, any other materials required to demonstrate compliance with the rules and regulations governing the Program.
- Establish administrative loan files for Grantee in accordance with HCD guidelines, outlined in the HOME Contract Management Manual and 24 CFR Part 92. This includes updating Grantee staff with the required documents for insertion into the Public Information Binder, housed in the Mono County Office. All loan files should include the proof of Homeowners liability insurance with Mono County listed as additionally insured, Deed of Trust and Loan Documentation in addition to income qualification documentation.
- Ensure that all loan documents have proper beneficiary, listed as the County of Mono.
- Prepare and submit all quarterly reports and annual reports on Grantee's behalf.
- Prepare all project and administrative draw down requests on the Grantee's behalf and submit to Grantee's Finance Director, or her designee, for review, Grantee execution and submission to the HOME Program Representative.



- Deliver complete loan files to Grantee upon completion of loan and before monitoring by State Housing and Community Development.
- Directly participate in any monitoring by the state or other agencies and provide the necessary documents and files for such monitoring visits. Advocate on Grantee's behalf, to the maximum extent appropriate, and respond to and correct any monitoring findings under the control of the Subrecipient.
- Comply, and ensure compliance throughout Program implementation and delivery, with all applicable federal HOME statutes and regulations and applicable California statutes and regulations.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF MONO  
AND MAMMOTH LAKES HOUSING, INCORPORATED  
FOR SUBRECIPIENT/ADMINISTRATIVE SERVICES  
WITH RESPECT TO A HOME GRANT (18-HOME-12589)

FROM: June 14, 2020 TO: April 2, 2023

First Time Homebuyer Program& Activity Delivery	\$ 487,500.00
Administration	\$ 7,500.00
	Total: \$ 495,000.00

Time will be tracked and billed using billable Hourly Rates. The 2019-2020 Fiscal Year rates are:

- Executive Director - \$125
- Grant and Financial Associate - \$89
- Intern - \$61

Any indirect costs charged must be consistent with the conditions of Paragraph VIII.C.2 of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient. Billing rates shall be submitted to Grantee annually and based on MLH board approved budget.

Travel expenses shall be based on actual costs for coach or economy class airfare, rental cars, lodging, etc. Meal reimbursement (while traveling) will be based on Grantee employee per diem rates: \$12.00 for breakfast; \$12.00 for lunch; and \$25.00 for dinner. Vehicle mileage will be billed at the then current I.R.S. mileage rate. Telephone, fax, photocopies, and mailing expenses will be billed at cost.

## ATTACHMENT C

### Chapter 3.04 - PURCHASING

#### Sections:

#### 3.04.010 - Chapter purpose.

The purpose of this chapter is to set forth policies and procedures governing the county's purchases of supplies, equipment, and services, in accordance with state law. (See, e.g., Government Code Section 54202.) This chapter is not intended to conflict with applicable provisions of state law and shall be interpreted as supplementary thereto. Among other things, this chapter shall not apply to contracts for public projects as defined by the Public Contract Code. Said contracts shall be let in accordance with applicable state laws and any county ordinances or resolutions implementing such laws. (See, e.g., Chapter 3.36 of the Mono County Code.)

(Ord. 273 § 1, 1957.)

(Ord. No. 09-02, § 1, 8-4-2009)

#### 3.04.020 - Definitions.

As used in this chapter:

- A. "Agency" and "using agency" mean any of the departments, offices or other organization units of the county government, and any special districts whose affairs and funds are under the supervision and control of the board of supervisors and for which the board of supervisors is ex officio governing body;
- B. "Contractual services" means any and all telephone, gas, water, electric light and power services; the rental of equipment and machinery; insurance; the services of attorneys, physicians, electricians, engineers, consultants or other individuals or organizations possessing a high degree of technical skill; and all other types of agreements under which the contract provides services which are required by the county government but not furnished by its own employees. Purchase of space for legal advertising shall not be subject to the provisions of this chapter;
- C. "Supplies" and "equipment" mean any and all articles, materials or things which shall be furnished to or used by any agency, but excluding services or materials furnished "in kind" in lieu of cash to indigents.

(Ord. 273 § 2, 1957.)

#### 3.04.025 - Purchasing agent; powers.

- A. Appointment. Pursuant to Government Code Section 25500, the board of supervisors appoints the county administrative officer to serve, ex-officio, as the purchasing agent for the county and to have all the powers provided by this chapter and by Article 7 of Chapter 5 of Division 2 of Title 3 of the Government Code (commencing with Section 25500).
- B. Services for the county. The purchasing agent is authorized to engage independent contractors to perform services for the county or county officers, when the aggregate amount does not exceed the limit set forth in Government Code Section 25502.3, as the same may be amended from time to time. The purchasing agent may, in his or her sole discretion, delegate to any assistant purchasing agent the authority to enter into a contract for services. The authorization provided by this paragraph shall include but not be limited to contracts for special services under Government Code Section 31000.

- C. Documentation and negotiation. The purchasing agent shall have the authority to determine whether and when to use formal, written contracts or other documentation for a transaction (e.g., a purchase order) and may, in his discretion, omit any requirements for written contracts or other documentation. Where written contracts are utilized, the purchasing agent shall have the authority to negotiate and approve any and all contract terms, including but not limited to terms involving the following risk-management issues: requirements for or waivers of insurance by the county or the contractor; provisions involving defense or indemnification of or by the county or the contractor; and any express limitations on the liability of the county or the contractor.
- D. Destruction of requisitions. The purchasing agent is authorized, pursuant to Government Code Section 25501.5, to destroy or otherwise dispose of any written requisition received by the purchasing agent which is more than three years old.
- E. Trade-in allowances. The purchasing agent is authorized, when purchasing personal property for which it is not necessary to advertise for bids, to solicit and accept advantageous trade-in allowances for county personal property pursuant to and to the fullest extent permitted by Government Code Section 25503, as the same may be amended from time to time.
- F. Real property for county use. The board of supervisors delegates to the purchasing agent the authority to lease or license real property for use by the county, and to amend such leases or licenses, pursuant to and to the fullest extent permitted by Government Code Section 25350.51, as the same may be amended from time to time.
- G. Acceptance of gifts. The board also delegates to the purchasing agent the power to accept any gift, bequest, or devise made to or in favor of the county pursuant to Government Code Section 25355, as the same may be amended from time to time.
- H. Provision of county services. The board also delegates to the purchasing agent the authority to enter into contracts pursuant to which county services are provided to another party in exchange for compensation or other consideration deemed appropriate by the purchasing agent.

(Ord. 00-07 § 1, 2000.)

(Ord. No. 09-02, § 2, 8-4-2009)

#### 3.04.030 - Purchases by agencies; assistant purchasing agents.

- A. Appointment. The board of supervisors appoints and authorizes any agency head to act, ex-officio, as an assistant purchasing agent with respect to supplies and equipment for his or her agency and to purchase supplies and equipment for his or her agency in amounts or estimated amounts not to exceed ten thousand dollars per purchase. An assistant purchasing agent shall have no authority to enter into contracts for services except and to the extent that the purchasing agent chooses, in his or her sole discretion, to expressly delegate such authority.
- B. Requests by assistant purchasing agents. An assistant purchasing agent shall submit to the purchasing agent requests for purchases of services (in any dollar amount) and purchases of supplies and equipment in amounts or estimated amounts in excess of ten thousand dollars.
- C. Limitation. When the board of supervisors or the purchasing agent has entered into a contract with a vendor to supply all of the county's requirements for specified supplies or equipment, then the assistant purchasing agent shall not have authority to purchase such supplies or equipment under this section.

(Ord. 00-07, § 2, 2000: Ord. 273 § 3, 1957.)

(Ord. No. 09-02, § 3, 8-4-2009)

#### 3.04.035 - Reserved.

### **Editor's note—**

Ord. No. 09-02, § 4, adopted Aug. 4, 2009, repealed § 3.04.035, which pertained to purchases by purchasing agent and derived from Ord. No. 00-07, § 3, 2000.

3.04.040 - Purchase procedures—Equipment and supplies.

- A. Purchases of equipment and supplies by the purchasing agent or by any assistant purchasing agent shall be made in accordance with the applicable provisions of this section, state or federal law, and such consistent purchasing policies or regulations as may be adopted by the purchasing agent.
- B. Informal bid process. Unless otherwise specified by this chapter or state law, purchases of supplies and equipment not exceeding fifty thousand dollars require proof of an informal bidding process including supporting information. For purchases of less than one thousand dollars, a minimum of one informal quote is required. For purchases of more than one thousand dollars but not exceeding fifty thousand dollars, a minimum of three informal quotes are required. The actions and results of obtaining informal quotes, including any vendors declining to quote, shall be documented in the form and manner prescribed by the purchasing agent. The purchase shall be awarded (if at all) to the responsible bidder submitting the quote that is most advantageous to the county and conforms to the needs of the county, as determined by the purchasing agent or assistant purchasing agent (if applicable) in his or her sole discretion. In the event that the quote selected is not the lowest price, the specific reason for selecting the higher quote shall be documented. If it is necessary to use a single source because of a unique product, an explanation shall be included in the documentation for the purchase.
- C. Formal bid process. If the amount of the purchase is estimated to exceed fifty thousand dollars, then bids shall be solicited by public notice, except where the purchasing agent finds that competitive bidding would not be in the public interest. Following any bidding process, the purchasing agent may (but is not required to) authorize the proposed purchase. The method and extent of public notice shall be prescribed by the purchasing agent. All bids shall be submitted sealed to the purchasing agent or his or her designee. The purchasing agent may reject any or all bids for any or all supplies or equipment. A tabulation of all bids received, whether accepted or rejected, shall be open for public inspection for a period of not less than thirty days after the bid opening. In all cases, the award shall be made by the purchasing agent (if at all) to the responsible bidder submitting the quote that is most advantageous to the county and conforms to the needs of the county, as determined by the purchasing agent in his or her sole discretion. In the event that the quote selected is not the lowest price, the specific reason for selecting the higher quote shall be documented. If it is necessary to use a single source because of a unique product, an explanation shall be included in the documentation for the purchase. In determining whether to authorize a purchase, the purchasing agent shall take into consideration the quality offered and its conformity with the specifications, the delivery and discount terms and conditions of the bid, and other information and data required to prove the bidder's responsibility.
- D. Local preference. With respect to any purchase governed by this section or by subsection B. of Section 3.04.050, the purchasing agent may in his or her sole discretion give preference of up to five percent to responsible local vendors, where the quality of the equipment, supplies, or services offered by local and non-local vendors is equal. In other words, the purchasing agent may approve a purchase wherein the price paid by the county to a responsible local vendor is five percent higher than the price the county would otherwise have paid to a responsible non-local vendor. A vendor shall be deemed "local" if his or her place of business is located in either Mono County or in the general vicinity of the City of Bishop in Inyo County. The rationale for allowing such a local preference includes assisting the county's economy, increasing local sales tax revenues, and encouraging new businesses to locate in the county. The purchasing agent may utilize any method of evaluating bids or quotations that achieves this purpose, including but not limited to deducting the amount of the preference from bids or quotations submitted by responsible local vendors and then comparing them to bids or quotations submitted by non-local responsible vendors. The purchasing agent's final decision of whether and how to give a local preference in the context of a particular purchase shall be made prior to any solicitation of quotations or bids.
- E. Board of supervisors. In carrying out this section, the purchasing agent may (but is not required to) seek the advice and consent of the board of supervisors. In addition, the board reserves to itself, in

lieu of the purchasing agent, the right to solicit bids and award any particular purchases pursuant to this section.

(Ord. 00-07 § 4, 2000: Ord. 273 § 4, 1957.)

(Ord. No. 09-02, § 5, 8-4-2009)

#### 3.04.050 - Same—Contractual services.

- A. Certain professional services. Services for various architectural and engineering services, including all architectural, landscape architectural, environmental, engineering, land-surveying, and construction project management services, shall be procured in accordance with any state law requirements and procedures. (See, e.g., Government Code Sections 4526 and 4529.12.) The purchasing agent may adopt local procedures to effectuate and comply with such laws.
- B. Services whose procurement is not governed by any state law requirements or procedures shall be governed by such purchasing policies and procedures as the purchasing agent may adopt from time to time. The purchasing agent may in his or her sole discretion provide a local preference in the purchase of any services, in accordance with the requirements of subsection D. of Section 3.04.040. In the absence of a delegation of contracting authority pursuant to subsection A. of Section 3.04.030, requests by using agency for contractual services in an amount not exceeding the limit set by Government Code Section 25502.3 shall be submitted to the purchasing agent, who may negotiate or approve contracts for such services as he or she deems necessary. Requests for contractual services exceeding the limit set by Government Code Section 25502.3 shall be submitted directly to the board of supervisors.

(Ord. 00-07 § 5, 2000: Ord. 273 § 5, 1957.)

(Ord. No. 09-02, § 5, 8-4-2009)

#### 3.04.060 - Emergency purchases.

Emergency purchases of supplies, equipment, or services in an amount exceeding the monetary limits otherwise established by this chapter may be made by the purchasing agent or by any assistant purchasing agent when the supplies or equipment are necessary for the immediate preservation of life or property or whenever the board of supervisors has duly declared a local emergency. Such emergency purchases shall be submitted to the board of supervisors for ratification (if deemed appropriate by the board) at its next meeting.

(Ord. 00-07 § 6, 2000: Ord. 273 § 6, 1957.)

#### 3.04.070 - Unlawful purchases.

Except as otherwise provided by law, no purchase of supplies, equipment or contractual services shall be made in excess of the amount of the appropriation allowed by the budget.

(Ord. 273 § 7, 1957.)

#### 3.04.080 - Purchases by and appeals to the board of supervisors.

Notwithstanding any other provision of this chapter, the board of supervisors reserves unto itself any and all purchasing powers not expressly delegated to the purchasing agent or any assistant purchasing agent. The board of supervisors also reserves the right, on its own initiative or at the request of the purchasing agent, to make any purchase on behalf of the county whether or not such power is otherwise delegated. The board shall also act to approve purchases in all cases where the purchasing agent cannot approve a purchase due to a potential conflict of interest under the Political Reform Act of 1974 or any other applicable law. Any agency head or using agency whose requested purchase is denied by the purchasing agent may appeal that decision within thirty calendar days to the board of supervisors, who may in its sound discretion set aside the purchasing agent's decision. The board's decision on any such appeal shall be final. (Ord. 00-07 § 7, 2000.)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203	<b>CONTACT NAME:</b> Star Metry <b>PHONE (A/C No. Ext):</b> 818.539.8623 <b>E-MAIL ADDRESS:</b> Star_Metry@ajg.com	<b>FAX (A/C, No):</b> 818,539,8723
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: 0726293 MAMMLAK-01	<b>INSURER A:</b> Great American Insurance Company <b>INSURER B:</b> Underwriters at Lloyd's, London <b>INSURER C:</b> State Compensation Insurance Fund of CA <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 16691 11230 35076

**COVERAGES** **CERTIFICATE NUMBER:** 2025492751 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

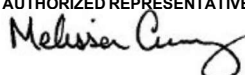
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		PAC 5015056 04	3/1/2020	9/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PAC 5015056 04	3/1/2020	9/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9033114-19	9/27/2019	9/27/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Retro date: 4/1/2016 Claims-Made form			PGIARK06073-04	9/27/2019	9/27/2020	Per Claim \$1,000,000 Aggregate \$1,000,000 Decuctible \$2,500

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Policy: Abuse or Molestation  
 Policy#: PAC 5015056 04  
 Policy term: 3/1/2020 to 9/27/2020  
 Carrier: Great American Insurance Company  
 Per Claim: \$100,000, Aggregate: \$300,000

County, its agents, officers and employees are named additional insured with respect to the operations of the named insured per form. Workers Compensation coverage is evidence only.

**CERTIFICATE HOLDER** **CANCELLATION**

County of Mono Attn: Kathryn Peterson PO Box 2969 Mammoth Lakes, CA 93546	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT**

This Endorsement modifies and is subject to the insurance provided under the following form:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

<b>Coverage Description</b>	<b>Limit of Insurance</b>	<b>Page</b>
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7



Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

**A. Non-Owned Aircraft**

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. Non-Owned Watercraft**

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

**C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock**

Under **SECTION V - DEFINITIONS**, Definition 3. is replaced by the following:

- 3. **"Bodily Injury"** means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

**D. Medical Payments**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$ 20,000; or
- b. the amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

**E. Damage to Premises Rented to You**

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

- 1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

- 3. The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. rupture, bursting, or operation of pressure relief devices;
- ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or
- iv. flood

- 2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

- 6. Subject to paragraph 5. above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of \$ **1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.
- 3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. Other Insurance, paragraph b. Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."
- 4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph **9.a.** of **Definitions** is replaced with the following:
  - 9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

**F. Supplementary Payments**

- 1. In the **Supplementary Payments - Coverages A and B** provision, paragraph **1.b.** is replaced with:
  - b. Up to \$ **3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 2. Paragraph **1.d.** is replaced by the following:
  - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$ **1,000** a day because of time off work.

**G. Newly Formed or Acquired Organizations**

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

- 3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:
  - a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and
  - c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

**H. Unintentional Failure to Disclose Hazards**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

**I. Knowledge of Occurrence, Claim or Suit**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership
- c. an executive officer or insurance manager, if you are a corporation.

**J. Property Damage Liability - Elevators**

- 1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.
- 2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**K. Property Damage Liability - Borrowed Equipment**

- 1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.
- 2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**L. Liberalization Clause**

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

**M. Amendment of Pollution Exclusion (Premises)**

1. The following is added to paragraph (1)(a) of Exclusion f. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

(iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

- (aa) commence on a clearly identifiable day during the policy period; and
- (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
- (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
- (dd) be neither expected nor intended from the standpoint of any insured; and
- (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
- (ff) not originate at or from a storage tank or other container, duct or piping which:
  - a. is below the surface of the ground or water; or
  - b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.

2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

Land or water, whether below ground level or not, is not tangible property.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

**N. Limited Property Damage to Property of Others**

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B**:

3. We will pay up to \$ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

- a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

**O. Additional Insured - Manager or Lessor of Premises**

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

- 2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) This insurance applies only to the extent permitted by law.

- 3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

**P. Additional Insured - Funding Sources**

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

**Q. Additional Insureds - By Contract**

**1. SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

- 2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
  - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
  - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
  - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- a. required by the contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**R. Primary and Non-Contributory Additional Insured Extension**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph a. **Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

**S. Additional Insureds - Protection of Your Limits**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
  - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
  - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
  - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

**T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 8. **Transfer of Rights of Recovery Against Others to Us:**

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

**U. Property Damage Extension with Voluntary Payments**

- 1. The following is added to paragraph 1. **Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

- 2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. **Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions j.(3), j.(4), j.(5) and j.(6) are deleted.

- 3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

- 1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **\$ 1,000.**
- 2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **\$ 5,000.** This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE.**

**V. Who Is an Insured - Fellow Employee Extension - Management Employees**

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

**W. Broadened Personal and Advertising Injury**

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:

- h.** mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**

**COUNTY OF MONO**  
**FIRST AMENDMENT TO AGREEMENT FOR SERVICES**

This First Amendment to Agreement for Services (this “First Amendment”) is entered as of June 20, 2023, between the County of Mono, a political subdivision of the State of California (the “County”) and Mammoth Lakes Housing, Inc., a California nonprofit public benefit corporation (“Contractor”), with respect to the following facts:

- A. On June 11, 2020, the County entered a Home Investment Partnership Program (the “HOME Program”) Standard Agreement with the California Department of Housing and Community Development (“HCD”), Agreement No. 2018-HOME-12589 (the “Standard Agreement”), by which the County was awarded funding for first time homebuyer programs.
- B. On June 4, 2020, the County entered a Subrecipient/Administrative Services Agreement with Contractor, pursuant to which Contractor agreed to administer the HOME Program funding received under the Standard Agreement on behalf of the County. This Subrecipient/Administrative Services Agreement is referred to herein as the “Agreement.”
- C. HCD has extended the County’s time for performance under the Standard Agreement by fifteen (15) months from June 30, 2023, until September 30, 2024. The County and Contractor therefore desire to amend the Agreement accordingly. The parties also desire to amend Article V and Attachments A and B to the Agreement, as further described below.
- D. Article VII.G of the Agreement authorizes the parties to amend the Agreement in writing if approved by their respective governing bodies.

NOW, THEREFORE, the Parties agree as follows:

- 1. Article I.C of the Agreement is amended and restated in its entirety to read as follows:

“Work shall consist of execution of First Time Homebuyer Program for approximately five (5) low-income households, including all required documentation described in the HOME Program requirements by HUD. Up to 6.5 percent (6.5%) of the HOME loan/grant amount for First Time Homebuyer activities, including rehabilitation, can be paid to Subrecipient for activity delivery. All Drawdown requests shall be submitted to HCD by July 2, 2024. All program funds shall be expended by May 2, 2024. Any funds not drawn down by July 2, 2024, will be disencumbered.

Goals, performance measures, and a schedule for completion of tasks are set forth in Attachment A.”

2. The first sentence of Article II of the Agreement is amended to read as follows, the remainder of the Article to remain unchanged: “Services of the Subrecipient shall start on June 4, 2020, and end on September 30, 2024.”

3. Until subsequently changed by notice, the County’s address for notice in Article V is amended as follows:

“County of Mono – Janet Dutcher  
Department of Finance  
P.O. Box 556  
Bridgeport, CA 93517  
Phone: (760) 932-5494  
Fax: (760) 932-5491  
[jdutcher@mono.ca.gov](mailto:jdutcher@mono.ca.gov)”

4. Attachment A to the Agreement is amended to reflect the following:

- a. The term of the Agreement near the top of Attachment A is amended to reflect June 4, 2020, to September 30, 2024.
- b. In the first sentence of the second paragraph under the heading “Subrecipient Responsibilities,” April 2, 2024, is amended to reflect July 2, 2024.
- c. Under the heading “Schedule of Task Completion” on the third page of Attachment A, “Start of Contract through April 30, 2023,” is amended to read “Start of Contract through July 30, 2024.”

5. The term of the Agreement near the top of Attachment B is amended to reflect June 4, 2020, to September 30, 2024.

6. The recitals above are integral to and incorporated into this First Amendment by this reference.

7. In case of any inconsistency between the Agreement and this First Amendment, this First Amendment shall control. Subject to the foregoing sentence and except as otherwise amended herein, the Agreement shall remain in full force and effect.

8. The parties may execute this First Amendment by electronic means, and in two (2) or more counterparts, that together constitute one (1) agreement.

9. Each signatory below represents it is authorized to enter this First Amendment and bind the party that its signature represents.

IN WITNESS WHEREOF, the Parties executed this First Amendment on the date first written above.

COUNTY OF MONO

MAMMOTH LAKES HOUSING, INC.

By: \_\_\_\_\_  
Rhonda Duggan, Chair  
Mono County Board of Supervisors

By: \_\_\_\_\_  
Patricia Robertson  
Executive Director

ATTEST

By: \_\_\_\_\_  
County Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: Human Resources**

**TIME REQUIRED**

**SUBJECT** Allocation List Amendment - Public Works

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

Approve the proposed resolution, amending the list of allocated positions by adding one Fiscal and Technical Specialist IV to Public Works.

**FISCAL IMPACT:**

Position included in the preliminary budget for fiscal year 2023-24.

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
6/15/2023 9:51 AM	County Counsel	Yes
6/15/2023 6:58 AM	Finance	Yes

6/15/2023 9:54 AM

County Administrative Office

Yes





**COUNTY ADMINISTRATIVE OFFICER**

**COUNTY OF MONO**

Robert C. Lawton  
PO Box 696  
Bridgeport, CA 93517-0696  
(760) 932-5410  
[rlawton@mono.ca.gov](mailto:rlawton@mono.ca.gov)  
[www.mono.ca.gov](http://www.mono.ca.gov)

**BOARD OF SUPERVISORS**

CHAIR

Bob Gardner / District 3

VICE CHAIR

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

**COUNTY DEPARTMENTS**

**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. Tim Kendall

**SHERIFF / CORONER**

Hon. Ingrid Braun

**ANIMAL SERVICES**

Malinda Huggans

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Scheereen Dedman

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Jeff Simpson

**EMERGENCY MEDICAL**

**SERVICES**

To be appointed

**FINANCE**

Janet Dutcher

CPA, CGFM, MPA

**INFORMATION**

**TECHNOLOGY**

Nate Greenberg

**PROBATION**

Karin Humiston

**PUBLIC HEALTH**

Bryan Wheeler

**PUBLIC WORKS**

Paul Roten

**SOCIAL SERVICES**

Kathy Peterson

To: Board of Supervisors

From: Jack Conry, CPO

Date: June 20, 2023

Re: Allocation List Amendment

**Recommended Action**

Adopt Resolution R23-xx, approving a change to the Allocation List to add one (1) Fiscal Technical Specialist IV to Department of Public Works and Y-Rating the position at \$6,846.67 per month.

**Discussion**

By adopting the resolution, the board will allow the department of Public Works to be properly billed for the work of an employee who transferred from the Assessor's Office to Public Works due to compatibility issues. There was no match for the work under which the employee was working, so they are being transferred at the FTS IV level with a Y-rating.



R23-

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE  
OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS  
TO ADD ONE FISCAL TECHNICAL SPECIALIST IV IN THE DEPARTMENT OF  
PUBLIC WORKS**

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

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

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

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

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

//

//

//

//

//

//

1 Add the allocation of one full-time permanent Fiscal Technical Specialist IV (new total  
2 of 3 FTS IVs, and one FTS III) (salary range \$4,623.92 - \$5,619.42 per month). This position is  
3 to be Y-Rated at \$6,846.67 per month so long as the incumbent who has performed the duties of  
4 the position as a temporary assignment remains in the position.

5 **PASSED, APPROVED and ADOPTED** this 20<sup>th</sup> day of June 2023, by the following  
6 vote, to wit:

7 **AYES:**

8 **NOES:**

9 **ABSENT:**

10 **ABSTAIN:**

11  
12  
13  
14 \_\_\_\_\_  
15 Rhonda Duggan, Chair  
16 Mono County Board of Supervisors

17 **ATTEST:**

**APPROVED AS TO FORM:**

18  
19  
20 \_\_\_\_\_  
21 Clerk of the Board

\_\_\_\_\_

22  
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30  
31  
32  
County Counsel



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: Emergency Management**

**TIME REQUIRED**

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

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### **AGENDA DESCRIPTION:**

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

Proposed contract change order with Motorola Solutions to reduce equipment purchased and purchase of alternative equipment from Telewave.io, pertaining to the California Radio Interoperable System (CRIS) radio repeaters project. The original agreement with Motorola Solutions was approved by the Board of Supervisors at its regular meeting on January 17, 2023.

---

### **RECOMMENDED ACTION:**

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

---

### **FISCAL IMPACT:**

Project savings of \$10,624.40.

---

**CONTACT NAME:** Chris Mokracek

**PHONE/EMAIL:** 760-924-4633 / cmokracek@mono.ca.gov

---

### **SEND COPIES TO:**

---

### **MINUTE ORDER REQUESTED:**

YES  NO

---

### **ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Change Order</a>
<input type="checkbox"/> <a href="#">Equipment to be deleted 5/11/23</a>
<input type="checkbox"/> <a href="#">Telewave.io Quote</a>

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/15/2023 1:35 PM	County Counsel	Yes
6/15/2023 6:52 AM	Finance	Yes
6/15/2023 1:59 PM	County Administrative Office	Yes



MONO COUNTY  
OFFICE OF EMERGENCY MANAGEMENT



**DATE:** June 20, 2023  
**TO:** Honorable Board of Supervisors  
**FROM:** Chris Mokracek, Director of Emergency Management  
**SUBJECT:** Motorola Solutions Contract Change Order

---

It has been determined by project engineers with the Cal OES CRIS Project that the following changes should be made to the improve function and reliability of the five repeater sites.

Remove certain equipment items from the Motorola contract in order to replace with better combiners/multicouplers from Telewave. This reduces the Motorola contract by \$111,691.45. We will then be replacing this with Telewave equipment for \$101,067.05.

The County's payment obligations under both agreements (Motorola and Telewave) are contingent upon actual receipt of funding through the federal 2023 Omnibus Appropriations Bill and entry into an agreement with the California Office of Emergency Services to become a primary user of the CRIS radio system, unless the latter is waived by the County Administrative Officer for good cause.

**Change Order Number:** 1  
**Date:** 5/18/2023  
**Project Name and Number:** Mono County USCA22D280  
**Customer Name:** Mono County  
**Customer Project Mgr:** Jeff Edelson

**The purpose of this Change Order is to:** *(highlight the key reasons for this Change Order)*

Submit updated Design Review documents (System Description and Equipment List - dated 05/11/ 23) that resulted from the Design Review Phase and a credit to the project. Details in the Contract Price Adjustment section.

**Contract Project Identifier (Name or Number):** [USCA22D280] **Contract Date:** 2/12/23

In accordance with the terms and conditions of the contract identified above between Mono County and Motorola Solutions, Inc., the following changes are approved:

### Contract Price Adjustments

Original Contract Price:	\$1,317,280.58
Previous Change Order amounts for Change Order numbers [####] through [####]:	\$0
This Change Order:	(\$111, 691.45)
Contract Credit (If Applicable):	N/A
New Contract Price:	\$1,205, 589.13

**\*“Contract Price” means the price for the System and Implementation Services, excluding applicable sales or similar taxes and freight charges.**

## Completion Date Adjustments

Original Completion Date:	12/31/23
Current Completion Date prior to this Change Order:	N/A
New Completion Date:	12/31/23

<b>Equipment Changes:</b> <i>(additions, deletions or modifications)</i> <b>Include attachments if needed.</b> See Attached Equipment List dated 05/11/23 for deletions
--

<b>Scope of Work Changes:</b> <i>(additions, deletions or modifications)</i> <b>Include attachments if needed.</b> See Attached System Description dated 05/11/23 for modifications
--

<b>SUA/Support Service Changes:</b> <i>(additions, deletions or modifications)</i> <b>Include attachments if needed. Must be completed by Project CSM.</b> No Change
---

<b>Schedule Changes:</b> <i>(describe change or N/A)</i> No Change
---

<b>Contract Price Changes:</b> <i>(describe change or N/A)</i> Contract reduction of the amount of (\$111,691.45) resulted from the deletions in the equipment list from the Design Review phase.
--

<b>Customer Responsibilities:</b> <i>(describe change or N/A)</i> No Change
--

<b>Payment Schedule for this Change Order:</b> <i>(describe new payment terms applicable to this change order)</i> No Change
--



**Purchase Order Requirements for this Change Order (select only one).**

A Purchase Order is required - included with this change order and is attached.

No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,

No Purchase Order required - this is a \$0 Change Order, or a decrease in scope.

---

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola Solutions, Inc.****Mono County**

By: 

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

Printed Name: Kent Martin

Printed Name: Rhonda Duggan

Title: Regional Services  
Manager

Title: Chair,  
Mono County Board of Supervisors

Date: May 25, 2023

Date: \_\_\_\_\_

Reviewed by: Manny Okowi  
Motorola Solutions Project Manager

Date: \_\_\_\_\_

ACTUAL										
QTY	NDMENCLATURE	DESCRIPTION	UNIT LIST (USD)	EXT LIST (USD)	CUSTOMER DISCOUNT (%)	UNIT CUSTOMER DISCOUNT (USD)	EXT CUSTOMER DISCOUNT (USD)	UNIT SALE PRICE (USD)	EXT SALE PRICE (USD)	
7	5	DGSPD2859C1	VHF 4CH COMBINING AND MULTICOUPLING	\$31,558.00	\$157,790.00	30%	\$11,045.30	\$55,236.50	\$30,512.70	\$102,563.50
8	2	DSSPKHAM581A	SA CIRCUIT BREAKERS	\$102.00	\$204.00	30%	\$35.70	\$71.40	\$66.30	\$132.60
9	2	DSSPKHAM1081A	BREAKER, 100 AMP	\$102.00	\$204.00	30%	\$35.70	\$71.40	\$66.30	\$132.60
10	8	DSNSB170FT	BATTERY, 12V, 170AH RED NORTHSTAR	\$765.00	\$6,120.00	30%	\$267.75	\$2,142.00	\$497.25	\$3,978.00
11	1	DS2423BTRACK11	NEG GROUND BATT RACK, 7.5FT, 23IN.	\$7,515.00	\$7,515.00	30%	\$2,630.25	\$2,630.25	\$4,884.75	\$4,884.75
GRAND TOTAL									\$111,091.45	



48421 Milmont Drive  
 Fremont, CA 94538  
 sales@telewave.com  
 (408) 929-4400 (800)331-3396  
 Fax (408) 929-4080

QUOTATION

Quotation Number 5577  
 Customer Purchase #  
 Quote Date 05/18/23  
 Expiration Date 08/16/23

**Customer:** 2019084  
 MONO COUNTY  
 P.O. BOX 556  
 25 BRYANT STREET  
 BRIDGEPORT, CA 93517-  
 USA

**Attention:** Kirk Hartstrom  
 Telephone:760-932-5505  
 Email: kdhartstrom@mono.ca.gov

Rep Firm -

**Ship to:**  
 CalOES PSC  
 attn: Philip Cheung, 5Mono  
 601 Sequoia Pacific Blvd.,  
 Sacramento, CA 95811  
 USA

Quote By		Reference	Lead Time	Incoterms	Classification	Terms
Liz Navarro			5 Weeks	EXW Factory (Fremont, California, U.S.A.)	SYS	Net 30
ITEM #	QTY.	MODEL	DESCRIPTION		UNIT PRICE (US\$)	EXTENSION (US\$)
3	5	M108-150-4TP-M60	<b>***Mono County, CA (Via CalOES PSC)Five each 4 CH VHF UNK</b> <b>Site*** ***Schematic 94984-1-1-B***</b> 4 CH VHF TX COMB MED PWR <b>REQUIRES TX FREQ</b>		15,101.95	75,509.75
5	5	MANF	MANUFACTURING LABOR <b>JUNCTION OUTPUT DIN 7.16</b>		250.00	1,250.00
9	5	TWR4-150-48	<b>***Schematic 94984-1-1-B***</b> 4 CH RX DIST PNL 48VDC		1,592.90	7,964.50
10	5	TPCP-1542C	148-174 MHZ PASS PRESELECTOR <b>REQUIRES SINGLE PASS FREQUENCY:</b>		1,246.82	6,234.12
12	5	TW2	CBL RG214/U N-M/N-M CRITICAL		85.85	429.25
13	5	MANF	MANUFACTURING LABOR		250.00	1,250.00
14		FREIGHT CHARGE	shipping \$250.00 per unit <b>***FREQUENCIES REQUIRED WHEN ORDERING***</b>			1,250.00



# Telewave.io

48421 Milmont Drive  
Fremont, CA 94538  
sales@telewave.com  
(408) 929-4400 (800)331-3396  
Fax (408) 929-4080

## QUOTATION

Quotation Number 5577  
Customer Purchase #  
Quote Date 05/18/23  
Expiration Date 08/16/23

Total Net Amount	92,637.62
Total Misc Charges	0.00
Total Freight	1,250.00
Total Sales Tax	7,179.43
<b>Total \$USD</b>	<b>101,067.05</b>

**Ship Date:** 5 Weeks ARO and Notice of Payment Receipt.  
**Shipping:** EXW Factory (Fremont, California, U.S.A.)  
**Insurance:** All Orders with Freight Prepaid or Prepay & Add are Assessed a Self-Insurance Fee  
**Terms:** Quote Valid for 90 Days. Telewave Standard Warranty, Terms and Conditions apply.  
**Taxes:** Applicable sales tax included with orders, unless purchaser's tax exempt status is verified in advance  
**Credit Card Fee:** All orders paid by credit card are subject to a 3.5% credit card fee: **\$3,537.35**

Please remit to:

Telewave.io, Inc.  
48421 Milmont Dr.  
Fremont, CA 94538  
EIN: 88-1250952

Account #: 3303675645  
Bank: Silicon Valley Bank  
Routing #: 121140399  
Swift Code: SVBKUS6S



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** Megabyte Transient Occupancy Tax  
(TOT) Module Contract

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

Not to exceed \$10,000 per year for a total of 5 years.

**CONTACT NAME:** Janet Dutcher

**PHONE/EMAIL:** 7609325494 / jdutcher@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Megabyte Contract</a>

**History**

Time	Who	Approval
6/6/2023 10:44 AM	County Counsel	Yes
6/6/2023 10:14 AM	Finance	Yes

6/9/2023 8:34 AM

County Administrative Office

Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

---

*Gerald A. Frank, CGIP*  
*Assistant Finance Director*  
*Treasurer-Tax Collector*

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

*Kimberly Bunn*  
*Assistant Finance Director*  
*Auditor-Controller*

---

*P.O. Box 495*  
*Bridgeport, California 93517*  
*(760) 932-5480*  
*Fax (760) 932-5481*

---

*P.O. Box 556*  
*Bridgeport, California 93517*  
*(760) 932-5490*  
*Fax (760) 932-5491*

Date: June 20, 2022

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Subject: Transient Occupancy Tax Software Contract

---

**Discussion:**

Over the past few years Transient Occupancy Tax collections have increased to just under \$4,000,000.00. The current software used to manage this program is insufficient, taking up additional staff time to process taxes. The software proposed will increase efficiency and give Mono County Transient Facility operators additional functionality.

Megabyte is the County's property tax software that facilitates property valuation, calculation, billing, collection, and administration, including apportionments, roll maintenance, delinquent collections, installment plans, and tax sales. This is an additional module which will add the capability of managing Mono County's Transient Occupancy Tax program. It will be used to tract all transient operators, process all tax payments, provide all necessary reports and the operators will be able to file and pay their Transient Occupancy Tax online.

**AGREEMENT BETWEEN COUNTY OF MONO  
AND MEGABYTE SYSTEMS, INC.  
FOR THE PROVISION OF TRANSIENT OCCUPANCY TAX MODULE & MAINTENANCE  
SERVICES**

**INTRODUCTION**

This agreement for the provision of transient occupancy tax module & maintenance services (this “Agreement”) is entered between the County of Mono, a political subdivision of the State of California (“County”) and Megabyte Systems Inc., a California corporation (“Contractor”), as of the date last signed below, and in consideration of the mutual promises, covenants, and conditions hereinafter contained, the parties agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Services and work provided by Contractor at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

**2. TERM**

The term of this Agreement shall be from July 1, 2023, to June 30, 2028, unless sooner terminated as provided below.

**3. CONSIDERATION**

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, except as provided in Paragraph D of this Section, below.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed the amounts set forth in Attachment B and Paragraph E, below; provided, however, that support to County in excess of the terms of this Agreement, as deemed necessary, will be billable to County at Contractor's standard hourly rate, subject to advance written approval of County. If on-site support is required, travel time and expenses will be charged in addition to the hourly rate for work on-site. Contractor shall not bill for travel charges until they are incurred, and Contractor shall bill only for travel expenses reasonably and actually incurred.



E. Billing and Payment. County shall make payments of compensation hereunder annually on submittal of an invoice. Contract payments are due and payable to Megabyte Systems, Inc., 2630 Sunset Boulevard, Suite 100, Rocklin, CA 95677, within 30 working days of receipt of the invoice. Invoices shall be submitted to: Mono County Department of Finance, P.O. Box 556, Bridgeport, CA 93517. ***The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$10,000.00 per year.***

F. Changes. Changes and modifications to this Agreement may be made only by prior written change order of County, accepted in writing by Contractor, specifying such change(s), including adjustment(s) to price and delivery schedule (if any), as are agreed to by the parties to this Agreement. In no case shall County pay for any extra work or material furnished except as previously agreed upon in such a written change order. Contractor and County shall determine whether any change or modification will cause a delay in Contractor completing all work and, if so, the duration of such delay.

G. Network Access. County will provide, at its own expense, access to Megabyte via Megabyte's network or via the Internet, as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

H. Federal and State Taxes. County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments. The total amounts paid by County to Contractor may be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

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

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

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

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County.

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

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

## 7. COUNTY PROPERTY

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

## 8. INSURANCE

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

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

Commercial General Liability (CGL): Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence (claim made).

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

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

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

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (4) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of

the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- (5) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (6) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **9. STATUS OF CONTRACTOR**

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

## **10. DEFENSE AND INDEMNIFICATION**

Contractor agrees to defend, indemnify, save, and hold harmless the County, its officers, agents, and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations for damage, injury or death as a result of negligence by Contractor in Contractor's performance of this Agreement.

## **11. RECORDS**

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

## **12. NONDISCRIMINATION**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated

thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

### **13. TERMINATION**

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor sixty (60) calendar days written notice of such intent to terminate. Upon termination, County shall still owe Contractor any outstanding balance of the cost of the TOT module, as set forth in Attachment B, but no further support or maintenance fees shall be due.

Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County sixty (60) calendar days written notice of such intent to terminate.

### **14. ASSIGNMENT**

Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

### **15. DEFAULT**

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

Termination for failure to provide required insurance certificates and endorsements shall be as set forth in paragraph 8.

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

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

### **17. CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

A. Confidentiality. Confidential information is defined as all information disclosed to Contractor that relates to the County's past, present, and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written and descriptive matter which contains any such confidential information.

B. Infringement. Contractor represents and warrants that the materials and products produced pursuant to this Agreement do not violate others' intellectual property rights (including, without limitation, patents, copyrights, trademarks, trade secrets, etc.). Without limiting such obligations in any manner, claims arising from infringement shall be subject to Contractor's indemnification and defense obligations hereunder. Should the materials and/or products in Contractor's opinion, be likely or become the subject of a claim of infringement, Contractor shall do any of the following: (1) obtain a legally binding right for County to use, at no cost to County, the material and/or product; (2) replace or modify the material and/or product so that it is non-

infringing yet still complies with the RFP and the Contract specifications; (3) repurchase the material and/or product by refunding all moneys paid by County to Contractor for the material and/or product less depreciation and reasonable costs for use and such other amounts as are mutually agreeable to County and Contractor.

C. Title to Work. Upon termination of this Agreement for any reason, ownership of all applicable patents, copyrights, and trade secrets in Contractor's software shall remain with Contractor as owner thereof, and Contractor shall retain complete rights to market such product, and no such rights shall pass to County. However, County shall receive, at no additional cost, a perpetual license to use such products for its own use.

D. Source Code. Contractor shall place source code for the licensed software and any changes thereto, into a software escrow account. County shall have access to the source code if Contractor fails to fulfill its maintenance and support obligations or in the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County shall be able to use the source code according to the terms of this Agreement and must also be permitted to modify the same for its own use consistent with this Agreement.

E. License Agreement. This application is provided to the County under the terms and conditions set forth in the Software License Agreement entered into by the County of Mono and Megabyte Systems, Inc. on October 21, 2008.

## **18. CONFLICTS**

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

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

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

## **20. SEVERABILITY**

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

## **21. FUNDING LIMITATION**

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

## **22. AMENDMENT**

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

**23. NOTICE**

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

County of Mono:  
Mono County Tax Collector  
P.O. Box 556  
Bridgeport, CA 93517

Contractor:  
Megabyte Systems, Inc.  
2630 Sunset Blvd.  
Suite 100  
Rocklin, CA 95677

**24. COUNTERPARTS**

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

**25. ENTIRE AGREEMENT**

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

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

**COUNTY OF MONO**

**Megabyte Systems, Inc.**

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

By: Nicholas M Betts  
Nicholas M Betts (May 31, 2023 09:11 PDT)

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

Title: President

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

Dated: May 31, 2023

APPROVED AS TO FORM:

  
Stacey Sirron (May 30, 2023 17:29 PDT)

County Counsel

APPROVED BY RISK MANAGEMENT:



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Risk Manager

## ATTACHMENT A

### AGREEMENT BETWEEN COUNTY OF MONO AND MEGABYTE SYSTEMS, INC. FOR THE PROVISION OF TRANSIENT OCCUPANCY TAX MODULE & MAINTENANCE

#### TERM:

**FROM: JULY 1, 2023 TO: JUNE 30, 2028**

#### SCOPE OF WORK:

**Application:** The Megabyte Transient Occupancy Tax Module (TOT).

**Background:** The Megabyte Transient Occupancy Tax (TOT) is a tax that is collected from the owners/operators of hotels or rental properties for the rent received from non-residents (stays shorter than 30 days). The tax is collected at the time that payment is made for the accommodation, and it is then remitted by the lodging operator to the county.

**TOT Scope of Service:** The TOT application has the following features:

- Intuitive, easy to navigate interface
- Flexibility in county setup (defining fiscal year start month, return due dates and penalties/fees)
- Ability to define multiple TOT rates and local (tourism) charges, calculated as a dollar amount per room sold or percent of receipts
- Ability to link properties to MPTS Assessment data
- Create and manage new TOT certificates, as well as certificates for existing TOT registration numbers
- Generation of quarterly TOT Return forms, registration certificates and letters
- Linking multiple certificates to a single filing agent
- TOT Return processing (including web portal for on-line filing of returns)
- Multiple returns can be filed for the same certificate and reporting period
- Process payments and deposits (including on-line credit card payments)
- Allowing partial payment of returns
- Various reports: non-payment, delinquency letter, financial reports
- Report by district listing, District, Certificate Number, Due Date, Net Receipts, Penalty, Interest, Total Amount Paid, Outstanding Amount.
- Custom Certificate per County Specifications.

Megabyte Systems will import data for the certificates that have already been issued by the county. This includes the certificate number, operator name and address, property assessment number, name (optional) and address. If the property has a filing agent filing returns for the certificate, then the name and address of the property agent will be included. This does not include data for returns entered prior to going live with MPTS or any delinquent amounts owed against an existing certificate. Any historical data requested by County in writing will be converted at the hourly rate of \$150. An estimate can be given after a full data review has been performed.

TOT application training and setup will be provided by Megabyte online. The installation of this product will be performed by Megabyte Systems, Inc.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND MEGABYTE SYSTEMS, INC.  
FOR THE PROVISION OF TRANSIENT OCCUPANCY TAX MODULE & MAINTENANCE**

**TERM:**

**FROM: JULY 1, 2023 TO: JUNE 30, 2028**

**SCHEDULE OF FEES:**

The cost of the TOT module is \$25,000, payable over a five-period at the rate of \$5,000 per year beginning FY-2023/24.

Subsequent payments of \$5,000 will be due FY-2024/25, FY-2025/26, FY-2026/27, and FY-2027/28.

This application has an annual support fee currently set at \$3,448.02 for FY- 2023/24. The support fee will be subject to annual increases on July 1st of each year, in accordance with the Pacific cities and US city average consumer price index published for December 31st of the previous year.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: Emergency Management**

**TIME REQUIRED**

**SUBJECT** Emergency Declarations - 2022/23  
Winter Storms

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

Maintenance of the emergency declarations continues the County's eligibility for state and federal disaster assistance.

**CONTACT NAME:** Chris Mokracek or Stacey Simon

**PHONE/EMAIL:** 17606483270 / ssimon@mono.ca.gov, cmokracek@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Emergency Proclamation 1/9/2023</a>
<input type="checkbox"/> <a href="#">Emergency Proclamation 2/27/2023</a>
<input type="checkbox"/> <a href="#">Resolution R23-003</a>
<input type="checkbox"/> <a href="#">Resolution R23-021</a>

**History****Time**

6/15/2023 9:53 AM

6/14/2023 8:44 AM

6/15/2023 9:55 AM

**Who**

County Counsel

Finance

County Administrative Office

**Approval**

Yes

Yes

Yes



MONO COUNTY  
OFFICE OF EMERGENCY MANAGEMENT



To: Board of Supervisors

From: Chris Mokracek, Director of Emergency Management

Date: June 20, 2023

Re: Review and continuation of Emergency Declarations – January 9, 2023, and February 27, 2023

A local emergency continues to exist under the California Emergency Services Act (CESA) when conditions exist of disaster or extreme peril to the safety of persons and property, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the local government and require the combined forces of other entities to combat.

In early January 2023, and again in February, Mono County experienced several large storms which brought blizzard conditions, dropping historic amounts of snow throughout the County. The most recent series of extreme winter storms began near the end of February and continued through the beginning of April 2023.

These storms were powerful and quickly overwhelmed the resources of governmental entities within Mono County. The February storms resulted in multi-day road closures of the state highways in Mono County, preventing the delivery of groceries, propane, medications, and other goods. Many travelers were stranded and required assistance from the Mono County Sheriff's Office, and other local agencies. There is also potential damage to structures and infrastructure, of which the full impact may not be realized for months as snowmelt reveals damage. These conditions are beyond the control of the services, personnel, equipment, and facilities of Mono County.

Based on the impacts of these storms, the need for additional resources, and the potential for additional damage, Director of Emergency Services, Sheriff Ingrid Braun, and Deputy Director of Emergency Services, Chris Mokracek, issued a second Emergency Services Proclamation on February 27, 2023.

In addition, there is a need to review the emergency declarations declared on January 9, 2023, and February 27, 2023, and ratified by Board Resolutions. This item would accomplish that review so that the January and February Declarations will remain in effect.

Attachments:

January 9, 2023, Proclamation of Local Emergency  
January 17, 2023, Board Ratification of January Declaration of Local Emergency  
February 27, 2023, Proclamation of Local Emergency  
March 7, 2023, Board Ratification of February Declaration of Local Emergency



**MONO COUNTY DIRECTOR OF EMERGENCY SERVICES  
PROCLAMATION OF LOCAL EMERGENCY DUE TO SEVERE WINTER STORMS  
COMMENCING JANUARY 9, 2023**

**WHEREAS**, Chapter 2.60 of the Mono County Code empowers the Mono County Director of Emergency Services or Deputy Director to proclaim the existence of a local emergency in accordance with Government Code section 8630 when there exist conditions of disaster or of extreme peril to the safety of persons and property within the County which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined assistance of other political subdivisions; and the Board of Supervisors is not in session; and

**WHEREAS**, Mono County Code section 2.60.090 designates the Mono County Sheriff-Coroner as the Director of Emergency Services for the County and the Sheriff-Coroner has designated the Mono County Emergency Manager as Deputy Director of Emergency Services; and

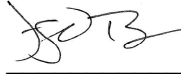

**WHEREAS**, the Director of Emergency Services of the County of Mono does hereby find:

1. that conditions of disaster and/or extreme peril to the safety of persons and property have arisen within said County, caused by a series of extreme winter snowstorms, which began on January 9, 2023, bringing substantial rain and snowfall, flooding and damaging winds. The series of storms caused power outages and multi-day road closures, which preclude the delivery of propane, groceries, and other goods to Mono County; and
2. that these conditions are beyond the control of the services, personnel, equipment, and facilities of said County, and;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists throughout said County, and

**WHEREAS**, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and; that this emergency proclamation shall expire in seven days after issuance, on January 17, 2023, unless confirmed and ratified by the board of supervisors of the County of Mono.

Signature:   Dated: _____	By: Ingrid Braun/Chris Mokracek Mono County Sheriff-Coroner and Director of Emergency Services/ Deputy Director of Emergency Services
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**MONO COUNTY DIRECTOR OF EMERGENCY MANAGEMENT  
PROCLAMATION OF LOCAL EMERGENCY DUE TO SEVERE WINTER STORMS  
COMMENCING FEBRUARY 27, 2023**

**WHEREAS**, Chapter 2.60 of the Mono County Code empowers the Mono County Director of Emergency Management or Deputy Director to proclaim the existence of a local emergency in accordance with Government Code section 8630 when there exist conditions of disaster or of extreme peril to the safety of persons and property within the County which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined assistance of other political subdivisions; and the Board of Supervisors is not in session; and

**WHEREAS**, Mono County Code section 2.60.090 designates the Mono County Sheriff-Coroner as the Director of Emergency Services for the County and the Sheriff-Coroner has designated the Director of Mono County Emergency Management as Deputy Director of Emergency Services; and

**WHEREAS**, the Director of Emergency Management of the County of Mono does hereby find:

1. that conditions of disaster and/or extreme peril to the safety of persons and property have arisen within said County, caused by a series of extreme winter snowstorms, which began on February 27, 2023, bringing substantial snowfall, avalanches, and damaging winds. The series of storms caused power outages and multi-day road closures, which preclude the delivery of propane, groceries, and other goods to Mono County; and
2. damaged and closed roads will also create an economic burden to affected communities that rely on vehicular tourist traffic; and
3. that these conditions are beyond the control of the services, personnel, equipment, and facilities of said County, and;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists throughout said County, and

**WHEREAS**, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment, and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.

**ACCORDINGLY, THE MONO COUNTY SHERIFF-CORONER AS THE DIRECTOR OF EMERGENCY SERVICES AND THE DIRECTOR OF MONO COUNTY EMERGENCY MANAGEMENT AS DEPUTY DIRECTOR OF EMERGENCY SERVICES HEREBY REQUESTS** that the Governor declare a State of Emergency and make all relevant funds available to Mono County and all eligible community members and businesses, including, but not limited to, California Disaster Assistance Funds and State Private Nonprofit Organizations Assistance Program funds, and that the Governor request that the President of the United States make a Presidential Declaration of Emergency in and for Mono County and make all relevant funds available to Mono County and all eligible community members and businesses, including, but not limited to, aid provided by the Small Business Administration, and:

**REQUEST** that the Governor waive any and all regulations needed to allow for the delivery of propane and fuel from Nevada into California for life safety reasons and to prevent the interruption of emergency operations, and;

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and; that this emergency proclamation shall expire in seven days after issuance, on March 7, 2023, unless confirmed and ratified by the Board of Supervisors of the County of Mono.

Signature: <i>[Handwritten Signature]</i> <u>Ch. Mokracek</u> Dated: <u>February 28, 2023</u>	By: Ingrid Braun/Chris Mokracek Mono County Sheriff-Coroner and Director of Emergency Management/Deputy Director of Emergency Services
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R23-003

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND DECLARING A  
CONTINUED STATE OF LOCAL EMERGENCY DUE TO SEVERE WINTER  
SNOWSTORMS WHICH COMMENCED ON JANUARY 9, 2023**

**WHEREAS**, the Mono County Sheriff/Director of Emergency Services did, on January 10, 2023, issue a proclamation declaring a state of local emergency in the County of Mono as a result of a severe winter snowstorms commencing on January 9, 2023, which prevented emergency access, closed roads, stranded travelers, and exceeded the ability of Mono County road and safety crews to respond; and

**WHEREAS**, the storm resulted in conditions of disaster and extreme peril to the safety of persons and property within the County which were, and continue to be, beyond the response capabilities of the services, personnel, equipment and facilities of the County of Mono; and

**WHEREAS**, the situation resulting from said conditions, and forecast future storms, remains beyond the control of the normal protective services, personnel, equipment and facilities within the County of Mono; and

**NOW, THEREFORE**, the Board of Supervisors of the County of Mono hereby finds and resolves that the emergency conditions described herein will require additional resources, services, personnel, equipment, and other assistance, including the combined forces of the mutual aid region, to mitigate. These resources are necessary to address immediate threats and to assist in recovery efforts and the Board hereby ratifies the January 10, 2023, proclamation of local emergency made by the Sheriff/Director of Emergency Services and declares a continued state of local emergency in the County.

**BE IT FURTHER RESOLVED THAT** Mono County requests to be added to the list of named counties impacted by severe winter storms during this time period in the Governor's Emergency Proclamation, dated January 4, 2023. Mono County additionally requests consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act and any and all recovery assistance the State of California can provide



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**PASSED, APPROVED and ADOPTED** this 17<sup>th</sup> day of January 2023, by the following vote, to wit:

**AYES:** Supervisors Duggan, Gardner, Kreitz, Peters, and Salcido.

**NOES:** None.

**ABSENT:** None.

**ABSTAIN:** None.

  
Rhonda Duggan (Jan 18, 2023 09:59 PST)


\_\_\_\_\_  
RHONDA DUGGAN, Chair  
Mono County Board of Supervisors

ATTEST:



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

APPROVED AS TO FORM:

  
Stacey Sirron (Jan 18, 2023 09:31 PST)

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



R23-021

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND DECLARING A  
CONTINUED STATE OF LOCAL EMERGENCY DUE TO SEVERE WINTER  
SNOWSTORMS WHICH COMMENCED ON FEBRUARY 27, 2023**

**WHEREAS**, the Mono County Sheriff/Director of Emergency Services did on February 28, 2023, issue a proclamation declaring a state of local emergency in the County of Mono as a result of a severe winter snowstorms commencing on February 27, 2023, which prevented emergency access, closed roads, stranded travelers, and exceeded the ability of Mono County road and safety crews to respond; and

**WHEREAS**, heavy snow and multiple avalanches have resulted in some communities within Mono County being entirely cut off from supplies and services within California, with the only available access to items such as food, medication and fuel being in Nevada; and

**WHEREAS**, it is imperative that resources and coordination occur between the State of California and the State of Nevada, including coordination regarding road plowing and maintenance to enable access to services and the waiver of regulations that currently prohibit the delivery of propane fuel from Nevada into California; and

**WHEREAS**, the situation resulting from these conditions, forecast future storms, and the remaining effects of past storms has resulted in conditions of disaster and extreme peril to the safety of persons and property within the County which are beyond the response capabilities of the services, personnel, equipment and facilities of the County of Mono;

**NOW, THEREFORE**, the Board of Supervisors of the County of Mono hereby **FINDS** and **RESOLVES** that the emergency conditions described herein and in the staff report accompanying this resolution require additional resources, services, personnel, equipment, and other assistance, including the combined forces of the mutual aid region, to mitigate. These resources are necessary to address immediate threats and to assist in recovery efforts.

**BE IT FURTHER RESOLVED THAT** the Board of Supervisors ratifies the February 28, 2023, proclamation of local emergency made by the Sheriff/Director of Emergency Services and declares a continued state of local emergency in the County resulting from the severe winter storms and conditions described therein.

**AND BE IT FURTHER RESOLVED AND REQUESTED THAT:**

1. The Governor of the State of California request that the President of the United States of America make a Presidential Declaration of Emergency in and for Mono County and to make all funds available to Mono County and all eligible community

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members and businesses, including but not limited to, aid provided by the Small Business Administration;

- 2. Mono County be considered for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act and any and all recovery assistance the State of California or the Federal government can provide; and,
- 3. A provisional allowance be made for the inter-state highway transportation of fuel, propane, and other essential supplies needed to prevent additional life risk and property damage from extreme cold weather.


**PASSED, APPROVED and ADOPTED** this 7<sup>th</sup> day of March, 2023, by the following vote, to wit:

**AYES:** Supervisors Duggan, Kreitz, and Salcido.

**NOES:** None.

**ABSENT:** Supervisors Gardner and Peters.

**ABSTAIN:** None.


  
Rhonda Duggan (Mar 8, 2023 08:28 PST)

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

**ATTEST:**

**APPROVED AS TO FORM:**



  
Stacey Simon (Mar 8, 2023 08:25 PST)

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

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



**MONO COUNTY DIRECTOR OF EMERGENCY MANAGEMENT  
PROCLAMATION OF LOCAL EMERGENCY DUE TO SEVERE WINTER STORMS  
COMMENCING FEBRUARY 27, 2023**

**WHEREAS**, Chapter 2.60 of the Mono County Code empowers the Mono County Director of Emergency Management or Deputy Director to proclaim the existence of a local emergency in accordance with Government Code section 8630 when there exist conditions of disaster or of extreme peril to the safety of persons and property within the County which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined assistance of other political subdivisions; and the Board of Supervisors is not in session; and

**WHEREAS**, Mono County Code section 2.60.090 designates the Mono County Sheriff-Coroner as the Director of Emergency Services for the County and the Sheriff-Coroner has designated the Director of Mono County Emergency Management as Deputy Director of Emergency Services; and

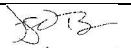

**WHEREAS**, the Director of Emergency Management of the County of Mono does hereby find:

1. that conditions of disaster and/or extreme peril to the safety of persons and property have arisen within said County, caused by a series of extreme winter snowstorms, which began on February 27, 2023, bringing substantial snowfall, avalanches, and damaging winds. The series of storms caused power outages and multi-day road closures, which preclude the delivery of propane, groceries, and other goods to Mono County; and
2. that these conditions are beyond the control of the services, personnel, equipment, and facilities of said County, and;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists throughout said County, and

**WHEREAS**, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and; that this emergency proclamation shall expire in seven days after issuance, on February 5, 2023, unless confirmed and ratified by the board of supervisors of the County of Mono.

Signature:   Dated: Feb 28, 2023	By: Ingrid Braun/Chris Mokracek Mono County Sheriff-Coroner and Director of Emergency Management/Deputy Director of Emergency Services
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R23-003

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND DECLARING A  
CONTINUED STATE OF LOCAL EMERGENCY DUE TO SEVERE WINTER  
SNOWSTORMS WHICH COMMENCED ON JANUARY 9, 2023**

**WHEREAS**, the Mono County Sheriff/Director of Emergency Services did, on January 10, 2023, issue a proclamation declaring a state of local emergency in the County of Mono as a result of a severe winter snowstorms commencing on January 9, 2023, which prevented emergency access, closed roads, stranded travelers, and exceeded the ability of Mono County road and safety crews to respond; and

**WHEREAS**, the storm resulted in conditions of disaster and extreme peril to the safety of persons and property within the County which were, and continue to be, beyond the response capabilities of the services, personnel, equipment and facilities of the County of Mono; and

**WHEREAS**, the situation resulting from said conditions, and forecast future storms, remains beyond the control of the normal protective services, personnel, equipment and facilities within the County of Mono; and

**NOW, THEREFORE**, the Board of Supervisors of the County of Mono hereby finds and resolves that the emergency conditions described herein will require additional resources, services, personnel, equipment, and other assistance, including the combined forces of the mutual aid region, to mitigate. These resources are necessary to address immediate threats and to assist in recovery efforts and the Board hereby ratifies the January 10, 2023, proclamation of local emergency made by the Sheriff/Director of Emergency Services and declares a continued state of local emergency in the County.

**BE IT FURTHER RESOLVED THAT** Mono County requests to be added to the list of named counties impacted by severe winter storms during this time period in the Governor's Emergency Proclamation, dated January 4, 2023. Mono County additionally requests consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act and any and all recovery assistance the State of California can provide

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**PASSED, APPROVED and ADOPTED** this 17<sup>th</sup> day of January 2023, by the following vote, to wit:

**AYES:** Supervisors Duggan, Gardner, Kreitz, Peters, and Salcido.

**NOES:** None.

**ABSENT:** None.

**ABSTAIN:** None.

  
Rhonda Duggan (Jan 18, 2023 09:59 PST)


\_\_\_\_\_  
RHONDA DUGGAN, Chair  
Mono County Board of Supervisors

ATTEST:



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

APPROVED AS TO FORM:

  
Stacey Simon (Jan 18, 2023 09:31 PST)

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 20, 2023

**Departments: Public Works - Solid Waste**

**TIME REQUIRED**

**SUBJECT** Solid Waste Parcel Fee Program

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

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

---

### RECOMMENDED ACTION:

Adopt proposed resolution and authorize staff to finalize negotiations with the Town of Mammoth Lakes regarding the proposed Fee Agreement and return to the Board for approval of the final agreement at a subsequent meeting. Provide any other desired direction to staff.

---

### FISCAL IMPACT:

The solid waste parcel fee generates approximately \$800,000 in revenues to the County annually, used primarily to finance the closure-post closure liability.

---

**CONTACT NAME:** Justin Nalder

**PHONE/EMAIL:** 17609325453 / jnalder@mono.ca.gov

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[SW Parcel Fee - TOML Staff Report](#)

[Solid Waste Parcel Fee Resolution - Ex 1](#)

[SW Parcel Fee Agr TOML - Ex 2](#)

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/15/2023 11:00 AM	County Counsel	Yes
6/14/2023 8:46 AM	Finance	Yes
6/15/2023 2:00 PM	County Administrative Office	Yes





# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

**Date:** June 20, 2023  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Justin Nalder, Solid Waste Superintendent  
**Subject:** Solid Waste Parcel Fee Program, FY23-24; Solid Waste Fee Agreement with the Town of Mammoth Lakes

## Discussion:

Consistent with applicable provisions of the Government Code, the Board of Supervisors must annually renew the Solid Waste Fee to continue the County's assessment of fees on developed land within the unincorporated areas of Mono County and, under agreement with the Town Council, on lands within the Town of Mammoth Lakes.

Adoption of the proposed resolution will provide for a status quo program with no increase to the existing \$60 base fee. Therefore, these are not considered new or increased fees, and as such, the program does not require additional consideration under Proposition 218.

Approval of the proposed resolution and agreement (attached to this report as Exhibits 1 and 2) will authorize the continuation of the Solid Waste Fee program in unincorporated Mono County, as well as within the Town of Mammoth Lakes, for the Period of July 1, 2023 through June 30, 2024. There are no proposed changes to the fee schedule for FY 23-24.

The resolution authorizing the Solid Waste Fee Program (see Exhibit 1) will provide for a continuation of the same fee that has been collected by Mono County since 1991, which is based on a \$60 Residential Equivalency Factor (REF). The Solid Waste Fees (as collected on the tax bill) are utilized to satisfy environmental monitoring requirements and closure, post-closure, and corrective action financial assurance requirements for the County's landfills. Remaining fees are used by the Solid Waste Enterprise Fund to offset expenses related to the countywide solid waste program such as recycling programs, HHW management, and operation of the County's disposal sites.

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

Respectfully submitted,

Justin Nalder  
Solid Waste Superintendent / Fleet Manager / Environmental Manager

Attachments: Exhibit 1 – Draft Resolution Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2023-2024  
Attachment 1 - Schedule A  
Exhibit 2 - Solid Waste Fee Agreement with the Town of Mammoth Lakes for the Period of July 1, 2023 through June 30, 2024.



R23-XX

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
EXTENDING AND RE-ESTABLISHING THE MONO COUNTY  
SOLID WASTE FEE PROGRAM FOR FISCAL YEAR 2023-2024**

**WHEREAS**, pursuant to Section 25830 of the Government Code, on or before the first day of July of each year, the Board of Supervisors may by resolution or ordinance establish a schedule of fees to be imposed upon lands within the County in order to pay for County waste disposal and related services; and

**WHEREAS**, in past years, Mono County has imposed and collected a schedule of fees consistent with the requirements of Section 25830 of the Government Code, against both unincorporated land in the County and, with the agreement and consent of the Town Council of the Town of Mammoth Lakes, against land in the Town of Mammoth Lakes; and

**WHEREAS**, the Board of Supervisors intends by this resolution to simply extend such existing fees and not to impose any new or increased fees that would be subject to Proposition 218.

**NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND FOUND** by the Mono County Board of Supervisors as follows:

**SECTION ONE:** The program and schedule of solid waste fees imposed by Resolution No. R22-49 is hereby re-established and extended, effective July 1, 2023, against land within the County of Mono, including land within the Town of Mammoth Lakes, pursuant to the SOLID WASTE FEE AGREEMENT WITH THE TOWN OF MAMMOTH LAKES.

**SECTION TWO:** Each parcel of land and each of the various waste-generating uses on each parcel in the County of Mono shall be identified.

**SECTION THREE:** The “residential equivalent” for determination of the fee on lands containing a single-family dwelling is hereby established as one (1.00). Each parcel or each waste-generating use on each parcel, or both (as identified herein), shall be accorded the appropriate “residential equivalent” on the basis of “Schedule A,” attached hereto and entitled “Solid Waste Generation Factors for Selected Land Uses.” “Schedule A” is incorporated herein

1 by this reference as if fully set forth and is made a part of the program established by this  
2 Resolution.

3 **SECTION FOUR:** Annual fees shall be charged to the identified lands or uses based  
4 on Sixty and NO/100 Dollars (\$60.00) for each “residential equivalent.”

5 **SECTION FIVE:** The Mono County “Solid Waste Fee Program” shall be administered  
6 and operated in accordance with the following policies:

7  
8 A. General Provisions.

- 9 (1) There shall be only one fee for each waste-generating use on a parcel of  
10 property. For example, if the landowner is assessed for all uses on his  
11 parcel, the individual waste generating persons or entities using that  
12 parcel shall not be assessed.  
13 (2) Unless the Public Works Director determines that it is fair and equitable  
14 to impose a fee on individual persons or entities generating waste on a  
15 parcel, the landowner shall be charged the full amount due as a result of  
16 such waste generation.

17 B. Residential Uses.

- 18 (1) Each owner of a single-family residence shall pay a fee calculated at the  
19 rate of “one residential unit” or sixty dollars (\$60.00) per year.  
20 (2) If it is established that the residence is used fewer than 90 days each year,  
21 the owner shall be charged a fee at the rate of one-fourth (0.25) of a  
22 “residential unit,” or fifteen dollars (\$15.00) per year. If it is established  
23 that the residence is used six months or less, but more than three months,  
24 the owner shall be charged a fee at the rate of one-half (0.5) of a  
25 “residential unit,” or thirty dollars (\$30.00) per year.  
26 (3) Mobile homes and individual units in apartments and condominiums shall  
27 be charged a fee in accordance with “Schedule A” and Section 5.B.2 of  
28 this Resolution.  
29 (4) The minimum fee for residential use shall not be less than one-fourth the  
30 yearly rate for a “residential unit,” or fifteen dollars (\$15.00) per year.

31 C. Other Uses.

- 32 (1) Motels, Hotels, Lodges, and Campgrounds shall be charged a fee in  
accordance with a factor established by the “residential equivalent”  
assigned in “Schedule A.” Occupancy rate and months open for business  
may be taken into consideration.

1 (2) Ranches and/or farms that dispose their waste on-site, in accordance with  
2 Mono County Health Department approvals, shall not be charged a fee.

3 (3) Except as specified or clarified in Section 5.D, all other uses shall be  
4 charged a fee on the basis of the “residential equivalent factor” as set forth  
5 in this Resolution and “Schedule A.”

6 D. Multiple or Complex Uses.

7 (1) Except as “Schedule A” may specifically assign a “residential equivalent  
8 factor” for the entire use (e.g., ski base lodge), where a single business  
9 entity operates or leases more than one type of waste generating business  
10 or use in a single building, the owner of the land or business shall be  
11 charged a fee on the basis of the use which has the highest “residential  
12 equivalent factor” and the assessment shall be the total thereof.

13 (2) Except as “Schedule A” may specifically assign a “residential equivalent  
14 factor” to the entire use (e.g., shopping center), where individual waste  
15 generating entities operate in more than one building on one or more  
16 parcels, each waste generating use shall be assigned the highest  
17 “residential equivalent factor” and the fee shall be the total thereof.

18 E. There shall be no fee on unimproved parcels where waste is not generated.

19 F. There shall be no fee for Special Districts of the County that receive less than  
20 six-tenths of one percent (0.6%) of the countywide property tax allocation.

21 G. Billing and Collection.

22 (1) The Public Works Director shall establish the appropriate fee. The  
23 billings for fees shall be based on the ownership status and uses of each  
24 parcel as of the first day of March preceding the fiscal year for which the  
25 fee is charged.

26 (2) The Mono County Treasurer-Tax Collector shall collect fee payments  
27 through the property tax billing system or, for properties not otherwise  
28 receiving a tax bill, the Public Works Department may bill for and collect  
29 fee payments by invoice.

30 H. Appeals.

31 (1) A property or business entity who or which has reason to believe that  
32 there should be no fee, that the “residential equivalent factor” has been  
improperly determined, or that the amount of the fee has been incorrectly  
calculated, may request the appropriate changes by notifying the Public

1 Works Director in writing of the request no later than 60 days following  
2 the date of billing.

3 (2) The Public Works Director shall, within 20 days following receipt of the  
4 written request, review the facts presented and certified to by the property  
5 owner or business entity and grant or deny the request. If the request is  
6 granted, the Public Works Director shall prepare an appropriately  
7 modified billing, if necessary. Modified billings shall be due and payable  
8 no later than 60 days following the billing date.

9 (3) A property owner or business entity whose request pursuant to Section  
10 5.H.1 is denied by the Public Works Director shall have the right to appeal  
11 that decision to the Board of Supervisors. The request for hearing shall  
12 be submitted to the Clerk of the Board of Supervisors within 30 days from  
13 the date of the denial notice from the Public Works Director.

14 (4) The Board of Supervisors shall fix a time, date, and place for the hearing  
15 of any such appeal. The Board of Supervisors shall cause notice of the  
16 hearing to be mailed to the applicant not less than 10 days prior to the  
17 date set for hearing. At the hearing, the Board of Supervisors or its  
18 selected member(s) shall hear the applicant and, within five days, order  
19 such revision or correction to the fee as the Board deems just, if any.

20 I. Delinquent Fees.

21 (1) The Public Works Director shall prepare a list of solid waste fees for each  
22 respective parcel which remain unpaid for a period of 60 or more days  
23 after the date upon which they were billed. A certified copy of the  
24 confirmed list shall be filed with the Mono County Auditor-Controller.

25 (2) The delinquent solid waste fees set forth in the list shall constitute special  
26 assessments against the respective parcels of land and, upon recordation  
27 in the office of the County Recorder, are a lien on the property in the  
28 amount of the delinquent fees as provided in Government Code section  
29 25831. The assessments may be collected at the same time and in the  
30 same manner as ordinary county ad valorem property taxes are collected  
31 and shall be subject to the same penalties and the same procedure and sale  
32 in case of delinquency as provided for those taxes. All laws applicable to  
the levy, collection, and enforcement of county ad valorem property taxes  
shall be applicable to the assessment, except as provided by subdivision  
(d) of Government Code section 25831.

**SECTION SIX: Severability.** If any section, subsection, sentence, clause, or phrase of  
this Resolution is for any reason held to be unconstitutional, such decision shall not affect the  
validity of the remaining portions of this Resolution. The Board of Supervisors hereby declares

1 that it would have passed this Resolution and each section, subsection, sentence, clause, or  
2 phrase thereof irrespective of the fact that any one or more sections, subsection, sentences,  
3 clauses, or phrases be declared unconstitutional.

4 **PASSED, APPROVED AND ADOPTED** this 20th day of June, 2023, by the  
5 following vote, to wit:

6 **AYES :**

7 **NOES :**

8 **ABSENT :**

9 **ABSTAIN :**

10  
11  
12 \_\_\_\_\_  
13 Rhonda Duggan, Chair  
14 Mono County Board of Supervisors

15  
16 ATTEST:

17 Approved as to Form:

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

20 \_\_\_\_\_  
21 Mono County Counsel's Office

**SCHEDULE A**  
**SOLID WASTE GENERATION FACTORS FOR**  
**SELECTED LAND USES**

*MONO COUNTY SOLID WASTE FEE PROGRAM*

<b>ITEM</b>	<b>LAND USE</b>	<b>RESIDENTIAL EQUIVALENT FACTOR</b>
1	Aircraft Repair	1.00
2	Airports	4.00
3	Apartment, per Unit	1.00
108	Arcade	4.00
99	Auto Body & Paint Shop	2.00
4	Auto Service, Major Repairs	4.00
5	Auto Service, Minor Repairs	2.00
6	Auto Service, No Repairs	1.00
7	Bakery	2.00
8	Bank	4.00
9	Barber Shop	1.00
10	Batch Plant	4.00
11	Beauty Shop	1.00
12	Beer Bar	2.00
13	Boardinghouse	4.00
14	Boat Dock	4.00
15	Boat Repair	1.00
16	Boat Sales	1.00
17	Bunkhouse	2.00
18	Cabin, Rented	0.50
19	Campground, per Space	0.25
20	Cannery	4.00
21	Car Wash	2.00
22	Catering	2.00
23	Cinema	3.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
24	Church, with Kitchen	1.00
25	Church, without Kitchen	0.50
26	Cleaners	2.00
98	Commercial Ice Manufacturing	1.00
27	Community Center	1.00
28	Condominium, per Unit	0.50
29	Cookhouse	2.00
106	Correction Facility	1.00
107	Daycare Center	4.00
30	Dormitory, per Bed	0.15
31	Duplex	2.00
32	Fast Food Drive-In, No Seats	2.00
33	Fourplex	4.00
34	Government Housing, per Unit	1.00
35	Grocery Store (< 2,000 sq. ft.)	5.00
36	Grocery Store (2,000 - 40,000 sq. ft.)	10.00
37	Grocery Store (> 40,000 sq. ft.)	50.00
38	Guest House	1.00
39	Hangar	0.50
40	Highway Rest Area	10.00
41	Hospital, per Bed	1.00
101	Hotel, per Unit	0.25
42	Laboratory	1.00
43	Laundromat	3.00
105	Library	4.00
44	Light Industry	2.00
45	Lodge	1.00
46	Lounge	3.00
47	Lumber Yard	4.00
48	Machine Shop	1.00
100	Marine Corps Mtn. Warfare Training Center	103.00
49	Mill	4.00



ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
103	Mini-Mart	2.00
50	Mini-Storage, per Unit	0.10
51	Mobile Home on Residential Parcel	1.00
52	Mobile Home Park, Spaces Rented	1.00
53	Mobile Home (3 per Parcel)	3.00
54	Mobile Home (2 per Parcel)	2.00
55	Motel, with Kitchen, per Unit	0.50
56	Motel, without Kitchen, per Unit	0.25
102	Museum	4.00
57	Newspaper	4.00
58	Office (< 10 employees)	2.00
59	Office (10-19 employees)	4.00
60	Office (20-28 employees)	6.00
61	Office (> 29 employees)	8.00
62	Pack Station	2.00
63	Park	6.00
64	Post Office	4.00
65	Recreational Facility (0 - 2,000 sq. ft.)	2.00
66	Recreational Facility (> 2,000 sq. ft.)	4.00
67	Repair, Tire	4.00
68	Repair, Truck	4.00
69	Residence	1.00
70	Residence (3 per Parcel)	3.00
71	Residence (2 per Parcel)	2.00
72	Restaurant (0 - 20 seats)	2.00
73	Restaurant (21 - 40 seats)	4.00
74	Restaurant (41 - 80 seats)	8.00
75	Restaurant (> 80 seats)	16.00
76	Retail, Auto Parts	2.00
77	Retail, Drug	2.00
78	Retail, Drug and Variety	4.00

<b>ITEM</b>	<b>LAND USE</b>	<b>RESIDENTIAL EQUIVALENT FACTOR</b>
79	Retail, Gifts	2.00
80	Retail, Hardware	4.00
81	Retail, Liquor	4.00
82	Retail, Other ( 0 - 2,000 sq. ft.)	2.00
83	Retail, Other ( > 2,000 sq. ft.)	4.00
84	Retail, Sporting Goods	4.00
85	RV Park, per Space	0.25
86	Schools, with Food Service, per Student	0.20
87	Shopping Center ( 0 - 10,000 sq. ft.)	4.00
88	Shopping Center (10,001 - 20,000 sq. ft.)	8.00
89	Shopping Center (20,001 - 40,000 sq. ft.)	16.00
90	Shopping Center (40,001 - 80,000 sq. ft.)	32.00
91	Shopping Center ( > 80,000 sq. ft.)	50.00
92	Ski - Base Lodge ( 0 - 4,000 sq. ft.)	4.00
93	Ski - Base Lodge ( > 4,000 sq. ft.)	40.00
94	Studio, Photography	2.00
95	Triplex	3.00
104	USFS Building	4.00
96	Veterinary Hospital	2.00
97	Warehouse	2.00

1   **SOLID WASTE FEE AGREEMENT**  
2   **WITH THE TOWN OF MAMMOTH LAKES**  
3   **FOR THE PERIOD OF JULY 1, 2023, THROUGH**  
4   **JUNE 30, 2024**

5 THIS AGREEMENT FOR COLLECTION OF SOLID WASTE FEES WITHIN THE TOWN OF  
6 MAMMOTH LAKES BY THE COUNTY OF MONO (“Agreement”) is made and entered into by  
7 and between the County of Mono (“County”) and the Town of Mammoth Lakes (“Town”):

8   **RECITALS**

9 **WHEREAS**, both the County and Town desire to provide solid waste services for their respective  
10 residents and businesses; and

11 **WHEREAS**, the County is authorized to provide solid waste disposal services pursuant to  
12 California Government Code Section 25830; and

13 **WHEREAS**, the Town is authorized to contract for solid waste disposal services pursuant to Public  
14 Resources Code, Section 49300; and

15 **WHEREAS**, the County presently maintains a Class III municipal solid waste disposal site at  
16 Benton Crossing which is available for use by residents and businesses of the Town through  
17 December 31, 2022; and

18 **WHEREAS**, the County has planned for and will carry out such actions which are necessary to  
19 close the Benton Crossing landfill in accordance with applicable law and regulation; and

20 **WHEREAS**, the County will continue to maintain a Class III construction and demolition waste  
21 disposal site at Pumice Valley Landfill which is available for use by residents and businesses of the  
22 Town; and,

23 **WHEREAS**, the County has in previous years, most recently by Resolution No. R22-049 adopted  
24 and imposed a fee schedule and program for solid waste disposal services provided to the residents  
25 and businesses of Mono County; and,  
26  
27  
28

1 **WHEREAS**, the Town Council has previously agreed/consented to the imposition of such fees in  
2 the Town of Mammoth Lakes and is willing to continue to do so for the period set forth in this  
3 agreement, based on the parties’ mutual understanding that the County will by resolution or  
4 ordinance simply re-establish and extend the existing fees for the period of July 1, 2023, through  
5 June 30, 2024. Extension and re-establishment of the fees during the term of this agreement may  
6 include reductions to certain fees but will not impose new or increased fees that would be subject to  
7 Proposition 218.

8 **CONTRACT PROVISIONS**

9 **NOW THEREFORE, BE IT RESOLVED**, based upon the foregoing recitals, the parties to this  
10 Agreement hereto agree to the following:

- 11 1. The County agrees to continue to provide a class III construction and demolition waste disposal  
12 site at Pumice Valley Landfill (the “disposal site”) for the use by residents and businesses of the  
13 Town and by those persons or entities franchised by the Town to provide disposal services to  
14 Town residents and businesses pursuant to Public Resources Code, Section 49300.
- 15 2. The County agrees that the disposal site shall meet all Federal, State, and local requirements,  
16 rules, and regulations, and that the County shall comply with the requirements of the California  
17 Government Code Section 25830.
- 18 3. The County agrees to continue to plan for and to commence implementation of closure of the  
19 Benton Crossing Landfill. This includes, but is not limited to, development of approved closure  
20 and post-closure plans, conducting all required environmental analysis and review,  
21 implementing and maintaining a long-term monitoring program at Benton Crossing Landfill and  
22 any other activity required by law or regulation to properly close the Landfill and provide for its  
23 long-term monitoring.
- 24 4. The Town consents to the County’s re-establishment and extension, by resolution or ordinance,  
25 upon its residents and businesses a fee consistent with the schedule of fees adopted by the  
26 County in previous years, which may include a reduction of certain fees, pursuant to California  
27 Government Code, Section 25830 and in accordance with Public Resources Code, Section  
28 49300.

- 1 5. The County agrees to assume primary responsibility for the collection of fees from Town  
2 residents and businesses through annual fees to be charged to identified lands within the  
3 incorporated limits of the Town, consistent with previous years.
- 4 6. The County shall place fee revenue within a designated 'Special Revenue Account' and shall  
5 disburse funds for purposes of Landfill Closure Funding, Landfill Post-closure Maintenance  
6 expenses, Known and Foreseeable Release Scenarios, and other environmental mandates  
7 associated with landfill activities.
- 8 8. The Town agrees to use its best efforts to cooperate with the County regarding the collection of  
9 the above-referenced fees from its residents and businesses.
- 10 9. Both the Town and the County agree that the County shall be responsible for the closure of its  
11 Benton Crossing Landfill and the provision of the disposal site for construction of demolition  
12 waste throughout the term of this Agreement, including, but not limited to: environmental  
13 monitoring costs, closure and post-closure funding, setting fees, resident appeals of fees, and all  
14 site operations.
- 15 10. Except as otherwise provided below, the County agrees to release, defend, hold harmless, and  
16 indemnify the Town, its officers, agents, and employees from and against all suits and cause of  
17 action, claims, laws, demands, expenses (including reasonable attorneys fees), damages, or  
18 liability of any nature whatsoever arising by reason of, or incident to, the adoption and  
19 implementation of the solid waste disposal program as defined and outlined in this Agreement,  
20 including, but not limited to, any and all claims with respect to Proposition 13 and Proposition  
21 62. Notwithstanding the foregoing, the County shall have no obligation to release, defend, hold  
22 harmless, and indemnify the Town, its officers, agents, and employees from and against any  
23 suits and cause of action, claims, laws, demands, expenses (including reasonable attorneys fees)  
24 damages or liability of any nature whatsoever arising by reason of, or incident to, any  
25 noncompliance of the solid waste program and its fees with Proposition 218, which was enacted  
26 by the voters in November of 1996.
- 27 11. Both parties agree and understand that the County intends to annually re-establish and extend  
28 the fee schedule previously imposed by Resolution No. R22-049, prior to July 1 of each year,  
without any increases, and intends to seek agreement from the Town for the re-establishment

1 and extension of the fees within the Town limits, consistent with the requirements of  
2 Government Code Section 25830.

3 12. Both parties agree that fees may be established, billed, and collected on a monthly or annual  
4 basis, and may be billed and collected by the County Tax Collector as part of the regular County  
5 property tax billing system.

6 13. Both parties agree that this Agreement shall become effective upon execution by both the Town  
7 and the County.

8 14. The term of this Agreement shall be from July 1, 2023, through June 30, 2024.  
9

10 15. In the event of a legal challenge to the fees, the Mono County Board of Supervisors agrees to  
11 use all legal means available to increase gate fees to reimburse the Town of Mammoth Lakes  
12 and/or the County for its legal and reimbursement fees, with the caveat that should the County  
13 decide to mount a legal defense in response to a challenge of such fees, that the Town will  
14 become a partner in that defense and will be able to influence and terminate its involvement in  
15 the defense. Mammoth Lakes agrees to use all legal means available to require its franchisee to  
16 continue to use the County's disposal site until such additional gate fees needed to cover the  
17 added financial obligation to the Town and/or County are satisfied, not to exceed five years  
18 from the date of the challenge(s), or some other mutually agreeable number of years.

19 16. The County agrees to provide the Town with any and all documents, reports, or other materials  
20 relative to the calculation of fees and the administration of the program contemplated herein as  
21 the Town may reasonably request.

22 17. The County and its officers, agents, and employees are independent contractors for the purposes  
23 of this Agreement. As such they shall have the rights and duties of independent contractors in  
24 providing services under this Agreement.

25 18. In the event of a dispute over the meaning of this Agreement or its performance, the aggrieved  
26 party shall notify County Counsel and the Town Attorney who shall thereupon make reasonable  
27 efforts to resolve the dispute. In the event that County Counsel and the Town Attorney do not  
28 resolve the dispute within 30 days after the notice specified, the parties shall each appoint two  
members of their governing bodies who shall attempt to resolve the dispute. Neither party shall

1 file a legal action to enforce its Agreement prior to 60 days from the date the specified notice is  
2 mailed.

3 **EXECUTION**

4 This Agreement shall be deemed executed as of the date that it is approved by both the Mono County  
5 Board of Supervisors and the Mammoth Lakes Town Council.

6  
7 COUNTY OF MONO:

APPROVED AS TO FORM:

8  
9 \_\_\_\_\_  
10 Board Chair

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

11  
12 TOWN OF MAMMOTH LAKES:

APPROVED AS TO FORM:

13  
14 \_\_\_\_\_  
15 Mayor

\_\_\_\_\_ Town Attorney



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: County Counsel**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Stacey Simon, County Counsel

**SUBJECT** AB 2449 Emergency Exception

**AGENDA DESCRIPTION:**

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

Authorization for teleconference participation in today's Board of Supervisors meeting by Supervisor Salcido under AB 2449.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
6/15/2023 9:24 AM	County Counsel	Yes
6/14/2023 8:47 AM	Finance	Yes
6/15/2023 9:39 AM	County Administrative Office	Yes





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: CAO**

**TIME REQUIRED** 15 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Mary Booher, Interim County  
Administrative Officer

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

**AGENDA DESCRIPTION:**

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

Proposed ordinance amending Chapter 9.44 of the Mono County Code, pertaining to dog leash regulations, in order to apply said regulations to the Mono City area of the County.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

Possible nominal one-time costs for signage.

**CONTACT NAME:** Emily Fox

**PHONE/EMAIL:** 760-924-1712 / efox@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Proposed Ordinance</a>
<a href="#">Map of area in proposed ordinance</a>

**History**

Time	Who	Approval
6/13/2023 2:37 PM	County Counsel	Yes

6/6/2023 11:00 AM

Finance

Yes

6/13/2023 4:19 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher L. Beck

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**  
*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

---

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Emily Fox, Deputy County Counsel

Date: June 20, 2023

Re: Amendment of Mono County Code Chapter 9.44 to add Mono City to the designated County areas where unleashed dogs are prohibited

**Strategic Plan Focus Areas Met**

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

**Discussion**

Chapter 9.44 of the Mono County Code establishes regulations pertaining to dogs that prohibit running “at large” in certain designated areas of the County. In those areas designated in sections 9.44.010 and 9.44.020 of the code, dogs must be kept on a leash.

At its May 2, 2023 meeting, the Board discussed and took public comment regarding adding Mono City to the areas of the County in which dogs are prohibited from running at large. After hearing from the public, the Board gave direction to staff to return with an ordinance adding Mono City to Chapter 9.44. The attached proposed ordinance modifies sections 9.44.010 and 9.44.020 to include Mono City.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1712.

**Attachments:**

Proposed Ordinance  
Map of Mono City as described in Proposed Ordinance



ORD23-\_\_

**AN ORDINANCE OF THE MONO COUNTY  
BOARD OF SUPERVISORS AMENDING CHAPTER 9.44 OF THE MONO COUNTY  
CODE, PERTAINING TO DOG REGULATIONS, IN ORDER TO APPLY SAID  
REGULATIONS TO THE MONO CITY AREA OF THE COUNTY**

**WHEREAS**, Chapter 9.44 of the Mono County Code establishes dog regulations that, in general, prohibit dogs from running at large in certain designated areas of the County; and

**WHEREAS**, the Board of Supervisors wishes to add Mono City to those designated areas so that Chapter 9.44's regulations will apply in those areas;

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

**SECTION ONE:** Section 9.44.010 of the Mono County Code is hereby amended to add subsection "J," which shall read as follows:

"J. 'Mono City' means that unincorporated area of Mono County in those portions of Sections 7 and 18, Township 2 North, Range 26 East, Mount Diablo Base and Meridian, described as follows: The south one-half of the south one-half of the south one-half of Section 7 and the north one-half of the north one-half of the north one-half of Section 18."

**SECTION TWO:** Section 9.44.020 of the Mono County Code is hereby amended to read as follows:

"No person owning or having possession, charge, custody or control of a dog in the areas June Lake, Hilton Creek, the Mammoth-June Lake Airport, White Mountain Estates, Lee Vining, Wheeler Crest, Chalfant, or Mono City shall allow the dog to run at large."

**SECTION THREE:** This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it 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.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote, to wit:

**AYES:**

**NOES:**

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**ABSENT:**

**ABSTAIN:**

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

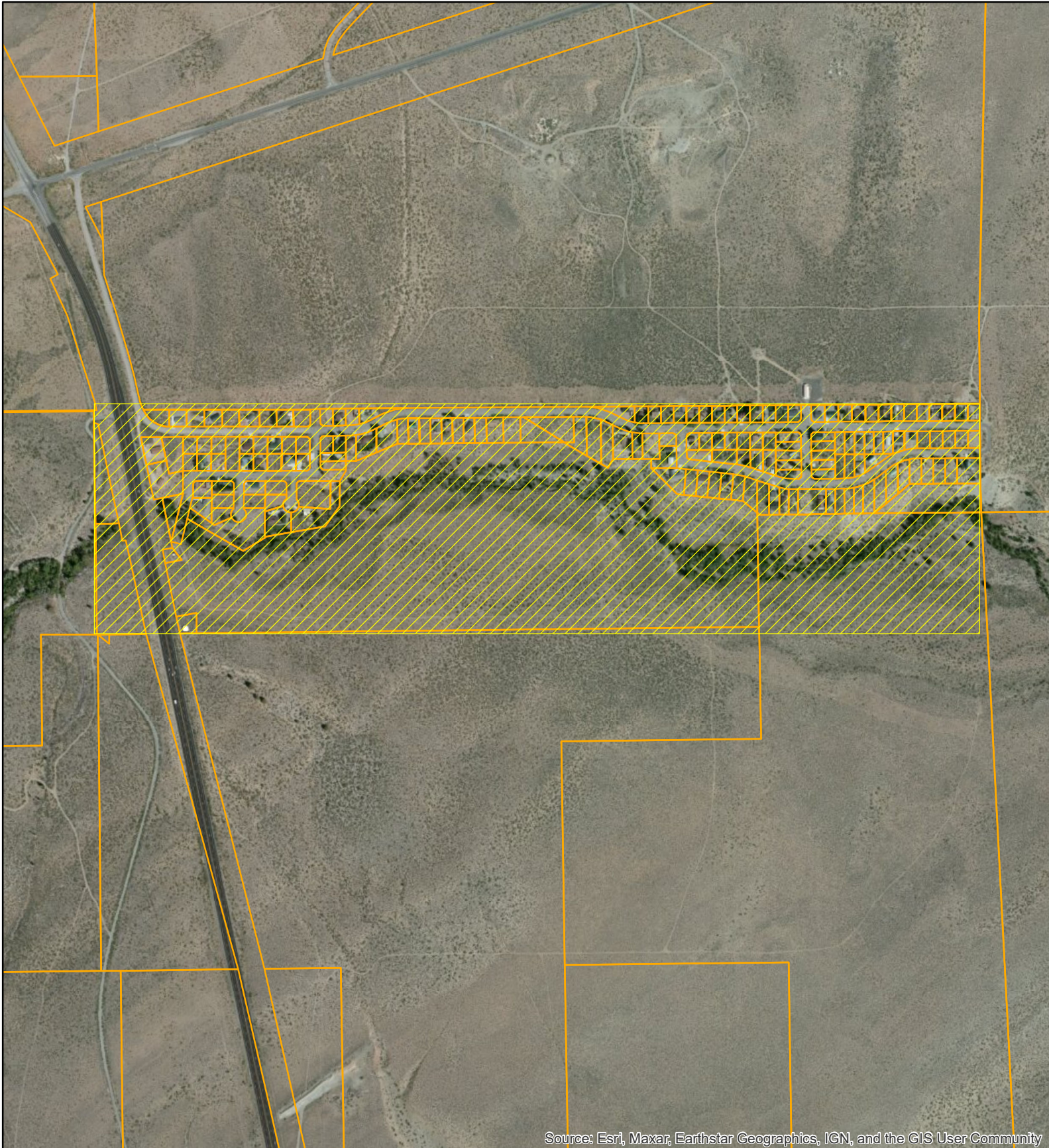
**ATTEST:**

**APPROVED AS TO FORM:**

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

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

S1/2, S1/2, S1/2, SEC.7, & N1/2, N1/2, N1/2, SEC.18,  
T.2.N., R.26E, M.D.B.M.





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: Behavioral Health**

<b>TIME REQUIRED</b>	40 minutes (20 minute presentation, 20 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Amanda Greenberg, Behavioral Health Program Manager
<b>SUBJECT</b>	Mental Health Services Act Fiscal Year 2023/24-2025/26 Three-Year Plan		

**AGENDA DESCRIPTION:**

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

Presentation regarding the Mental Health Services Act FY 2023/24-2025/26 Three-Year Plan.

**RECOMMENDED ACTION:**

Review and approve Three-Year Plan; and provide any other direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Amanda Greenberg

**PHONE/EMAIL:** 7609241754 / agreenberg@mono.ca.gov

**SEND COPIES TO:**

agreenberg@mono.ca.gov

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">MHSA FY 23-26 Three-Year Plan Draft for Public Comment</a>
<a href="#">Presentation</a>

**History**

Time	Who	Approval
6/6/2023 12:40 PM	County Counsel	Yes

6/6/2023 11:13 AM

Finance

Yes

6/9/2023 8:34 AM

County Administrative Office

Yes





**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

---

**COUNTY OF MONO**

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

**TO:** Mono County Board of Supervisors

**FROM:** Amanda Greenberg, Mono County Behavioral Health Program Manager

**DATE:** May 25, 2023

**SUBJECT:**

Mono County Behavioral Health FY 2023-2026 Mental Health Services Act Three-Year Plan

**RECOMMENDED ACTION:**

(1) Receive staff presentation on Three-Year Plan; (2) review and approve Three-Year Plan; and (3) provide any other direction to staff.

**DISCUSSION:**

The Mental Health Services Act (MHSA) Three-Year Plan is required by the California Department of Health Care Services to report how Mono County Behavioral Health (MCBH) plans to spend its MHSA funding. This funding is from Proposition 63 and the amount that MCBH receives varies from year to year. The report is broken down into the five categories of the MHSA: Community Services and Supports, Prevention and Early Intervention, Innovation, Workforce Education and Training, and Capital Facilities and Technological Needs.

The public hearing for this Three-Year Plan will be held on June 12, 2023, as part of the standing Behavioral Health Advisory Board meeting. MCBH's MHSA 2023-2026 Three-Year Plan was designed after soliciting client, resident, and community partner input. This plan is a comprehensive look at what is needed in our communities as it relates to mental health, as well as the programs and services MCBH has developed to meet those needs. Additionally, this update provides a progress report of MHSA activities completed in FY 2022-2023.

**FISCAL IMPACT:**

The MHSA 2023-2026 Three-Year Plan outlines the planned expenditure of approximately \$3,600,000 of funding from the Mental Health Services Act in FY 23-24; \$3,800,000 in FY 24-25; and \$4,000,000 in FY 25-26; plus a one-time expenditure of approximately \$1,500,000 housing project funds in FY 23-24. MCBH is working to spend down its MHSA fund balance, as recommended by the Department of Health Care Services and current projections show an increase in MHSA revenues in FY 23-24. There is no impact to the General Fund.

**SUBMITTED BY:**

Amanda Greenberg, Program Manager, Contact: 760.924.1740



Supporting You On Your Path  
Apoyandote En Tu Camino

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## Mono County Behavioral Health

### Mental Health Services Act (MHSA) FY 2023-2024, FY 2024-2025, FY 2025-2026 Three-Year Plan

Posted for Public Comment: 5/12/23  
Public Hearing Held: 6/12/23  
Reviewed by Board of Supervisors: 6/20/23

Including the following Supplemental Reports:  
Workforce Needs Assessment  
Annual Innovative Project Reports  
PEI Annual Evaluation Report



WELLNESS • RECOVERY • RESILIENCE

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## EXECUTIVE SUMMARY

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Welcome! Our Mental Health Services Act (MHSA) Three-Year Plan is here to provide you, our community members, with information about the incredible services and programming that Mono County Behavioral Health (MCBH) is able to provide thanks to our MHSA funding.

The MHSA is a one percent tax on millionaires in California and funds programs in five different categories: Community Services and Supports (CSS), Prevention and Early Intervention (PEI), Innovation (INN), Workforce Education and Training (WET), and Capital Facilities and Technological Needs (CF/TN). Through each of these categories, MCBH is able to meet different community needs that are identified as part of our Community Program Planning Process, which is an extensive feedback process that includes clients, program participants, community stakeholders, and more.

MCBH is proud to present its fiscal year 2023-2026 Three-Year Plan, which provides a progress report of MHSA activities for the 2022-2023 fiscal year and an overview of current or proposed MHSA programs planned and/or underway for the fiscal years 2023-2024, 2024-2025, and 2025-2026. Also, this report will provide you with specific data and information about our PEI and our Innovation programs.

MCBH is designated by the California Department of Health Care Services as a “Mental Health Plan” (MHP). As a result, MCBH’s core mandate is to provide mental health and substance use disorder services to Mono County residents who have Medi-Cal, specifically focusing on individuals with moderate to severe mental illness. As we outline in this plan, MCBH uses a large portion of its MHSA funds to provide core services such as therapy, case management, and crisis stabilization. At the same time, MCBH devotes critical funding to programs that pull in our diverse communities, help increase awareness of mental health overall, and provide safe havens for a wide array of individuals. Additionally, MCBH is dedicated to recruiting and retaining high quality clinical, administrative, and supervisory staff and actively seeks feedback for improvement from existing staff, as demonstrated in the included Workforce Needs Assessment.

Thank you for taking the time to read our plan, and we hope that you provide us with feedback on our work!

---

## RESUMEN EJECUTIVO

---

¡Bienvenidos! Nuestro Plan de Tres Años de la Ley de Servicios de Salud Mental (MHSA) está aquí para brindarles a ustedes, los miembros de nuestra comunidad, información sobre los increíbles servicios y programación que Mono County Behavioral Health (MCBH) puede brindar gracias a nuestros fondos de MHSA.

El MHSA es un impuesto del uno por ciento sobre los millonarios en California y financia programas en cinco categorías diferentes: Servicios y Apoyos Comunitarios (CSS), Prevención e Intervención Temprana (PEI), Innovación (INN), Educación y Capacitación Laboral (WET) y Capital Instalaciones y Necesidades Tecnológicas (CF / TN). A través de cada una de estas categorías, MCBH puede satisfacer diferentes necesidades de la comunidad que se identifican como parte de nuestro proceso de Planificación del Programa Comunitario.

MCBH se enorgullece en presentar su Plan Trienal para el año fiscal 2023-2026, que proporciona un informe de progreso de las actividades de MHSA para el año fiscal 2022-2023 y una descripción general de los programas actuales o propuestos de MHSA planificados y / o en curso para los años fiscales 2023-2024, 2024-2025 y 2025-2026. Además, este informe le proporcionará datos e información específicos sobre nuestro PEI y nuestros programas de innovación.

MCBH es designado por el Departamento de Servicios de Atención Médica de California como un "Plan de Salud Mental" (MHP). Como resultado, el mandato central de MCBH es proporcionar servicios de salud mental y trastornos por uso de sustancias a los residentes del Condado de Mono que tienen Medi-Cal, centrándose específicamente en personas con enfermedades mentales moderadas a graves. Como describimos en este plan, MCBH utiliza una gran parte de sus fondos de MHSA para proporcionar servicios básicos como terapia, manejo de casos y estabilización de crisis. Al mismo tiempo, MCBH dedica fondos críticos a programas que atraen a nuestras diversas comunidades, ayudan a aumentar la conciencia sobre la salud mental en general y brindan refugios seguros para una amplia gama de personas. Además, MCBH se dedica a reclutar y retener personal clínico, administrativo y de supervisión de alta calidad y busca activamente comentarios para mejorar del personal existente, como se demuestra en la Evaluación de necesidades de la fuerza laboral incluida.

¡Gracias por tomarse el tiempo para leer nuestro plan, y esperamos que nos proporcione comentarios sobre nuestro trabajo!

Si está leyendo este resumen en español y está interesado en obtener una copia de nuestro plan en español, llame al 760-924-1740.

# MHSA COUNTY FISCAL ACCOUNTABILITY & PROGRAM CERTIFICATIONS

## MHSA COUNTY FISCAL ACCOUNTABILITY CERTIFICATION<sup>1</sup>

County/City: Mono

- Three-Year Program and Expenditure Plan
- Annual Update
- Annual Revenue and Expenditure Report

Local Mental Health Director	County Auditor-Controller
Name: Robin K. Roberts Telephone Number: 760-924-1740 Email: <a href="mailto:rroberts@mono.ca.gov">rroberts@mono.ca.gov</a>	Name: Janet Dutcher Telephone Number: 760-932-5494 Email: <a href="mailto:jdutcher@mono.ca.gov">jdutcher@mono.ca.gov</a>
Local Mental Health Mailing Address:  Mono County Behavioral Health PO Box 2619 / 1290 Tavern Road Mammoth Lakes, CA 93546	

I hereby certify that the Three-Year Program and Expenditure Plan, Annual Update or Annual Revenue and Expenditure Report is true and correct and that the County has complied with all fiscal accountability requirements as required by law or as directed by the State Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission, and that all expenditures are consistent with the requirements of the Mental Health Services Act (MHSA), including Welfare and Institutions Code (WIC) sections 5813.5, 5830, 5840, 5847, 5891, and 5892; and Title 9 of the California Code of Regulations sections 3400 and 3410. I further certify that all expenditures are consistent with an approved plan or update and that MHSA funds will only be used for programs specified in the Mental Health Services Act. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to a county which are not spent for their authorized purpose within the time period specified in WIC section 5892(h), shall revert to the state to be deposited into the fund and available for counties in future years.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached plan/update/revenue and expenditure report is true and correct to the best of my knowledge.

Robin K. Roberts  
Local Mental Health Director (PRINT)

  
Robin Roberts (May 16, 2023 17:48 PDT)  
Signature

May 16, 2023  
Date

I hereby certify that for the fiscal year ended June 30, 2021, the County/City has maintained an interest-bearing local Mental Health Services (MHS) Fund (WIC 5892(f)); and that the County's/City's financial statements are audited annually by an independent auditor and the most recent audit report is dated for the fiscal year ended June 30, 2021. I further certify that for the fiscal year ended June 30, 2022, the State MHSA distributions were recorded as revenues in the local MHS Fund; that County/City MHSA expenditures and transfers out were appropriated by the Board of Supervisors and recorded in compliance with such appropriations; and that the County/City has complied with WIC section 5891(a), in that local MHS funds may not be loaned to a county general fund or any other county fund. I declare under penalty of perjury under the laws of this state that the foregoing, and if there is a revenue and expenditure report attached, is true and correct to the best of my knowledge.

Janet Dutcher  
County Auditor Controller (PRINT)

  
Signature

May 16, 2023  
Date

<sup>1</sup> Welfare and Institutions Code Sections 5847(b)(9) and 5899(a)  
Three-Year Program and Expenditure Plan, Annual Update, and RER Certification (07/22/2013)

## **MHSA COUNTY PROGRAM CERTIFICATION**

To be completed following BOS review



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## BOARD OF SUPERVISORS APPROVAL

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To view the presentation about this Three-Year Plan to the Mono County Board of Supervisors on 6/20/23, please visit the following link:

- To be added following BOS review

## MONO COUNTY SNAPSHOT, CAPACITY OVERVIEW, & WORKFORCE NEEDS ASSESSMENT

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Mono County is a frontier county, bordering the state of Nevada to the north and east and the Sierra Nevada Mountains to the west. Other than Mammoth Lakes, with a year-round population of 8,000, the remainder of the county consists of small communities ranging in population from less than 300 to about 1,200 people. The northern part of the county includes the small towns of Topaz, Walker, and Coleville. Bridgeport, the county seat, is 35 miles south of these three small communities. The central part of the county includes the communities of Lee Vining, June Lake, Crowley Lake, the Wheeler Crest communities, and Mammoth Lakes. In the southeast sector lie Benton and Chalfant.

According to [Census.gov](https://www.census.gov), the estimated total population of Mono County as of July 1, 2022 is 12,978, a decrease since the 2020 Census. Other than Mammoth Lakes, which has a year-round population of approximately 8,000, the remainder of the county consists of small communities ranging in population from less than 300 to about 1,200 people. To illustrate the vastness of the county, there are approximately 4.6 people per square mile.

The ethnic distribution of Mono County is 27 percent Hispanic/Latinx, 3 percent American Indian and Alaska Native, 1 percent Black or African American, 2.3 percent Asian, 0.4 percent Native Hawaiian/Other Pacific Islander/Other/Unknown, and 65 percent Caucasian.

Mono County has one threshold language: Spanish. Per MCBH's Cultural and Linguistic Competence Plan and other related policies and procedures, the Department ensures that services are available in Spanish and that flyers and community materials are provided in Spanish as well. As is evident in the assessment of current capacity below, MCBH has a diverse staff with approximately 45 percent bilingual English-Spanish speakers.

Mono County defines its underserved populations based on 9 CCR § 3200.300. "Underserved" means clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services, but are not provided the necessary or appropriate opportunities to support their recovery, wellness and/or resilience. When appropriate, it includes clients whose family members are not receiving sufficient services to support the client's recovery, wellness and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are at risk of homelessness, institutionalization, incarceration, out-of-home placement or other serious consequences; members of ethnic/racial, cultural, and linguistic populations that do not have access to mental health programs due to barriers such as poor identification of their mental health needs, poor engagement and outreach, limited language access, and lack of culturally competent services; and those in rural areas, Native American rancherias and/or reservations who are not receiving sufficient services.

Mono County defines its unserved populations based on 9 CCR § 3200.310. "Unserved" means those individuals who may have serious mental illness and/or serious emotional disturbance and

are not receiving mental health services. Individuals who may have had only emergency or crisis-oriented contact with and/or services from the County may be considered unserved.

Mono County's inhabited areas range in altitude from 5,000 to 8,500 feet; winters can be long and harsh with occasional road closures. Residents primarily earn their livelihoods through government service and retail trades related to tourism and agriculture. Due to the dependence on tourism, Mono County's small business owners were especially hard hit by COVID-19. For median household income, the U.S. Census lists median household income for time period 2015-2020 in Mono County at \$75,235. In comparison, the statewide average for this same time period is listed at \$77,358. Thus, this data indicates that Mono County's median household income is, on average, \$2,123 less than the statewide average. The U.S. census for the same time periods indicated above list that 11.5 percent of Mono County residents live in poverty. The median value of owner-occupied housing units is \$505,000. Schools are located in Coleville, Bridgeport, Lee Vining, Benton, and Mammoth Lakes, each school is approximately 25-45 miles from the next. Mono County has two school districts: Mammoth Unified School District (MUSD) and Eastern Sierra Unified School District (ESUSD); the Mono County Office of Education (MCOE) also serves students in Mono County.

Several of Mono County's communities are year-round resorts and include multi-million-dollar homes belonging to second homeowners. However, many year-round residents struggle to make ends meet, often holding more than one job. Additionally, the Mammoth Lakes tourist-related businesses, such as the ski area, promulgate a resort atmosphere that normalizes excessive alcohol consumption.

## Capacity Overview & Workforce Needs Assessment

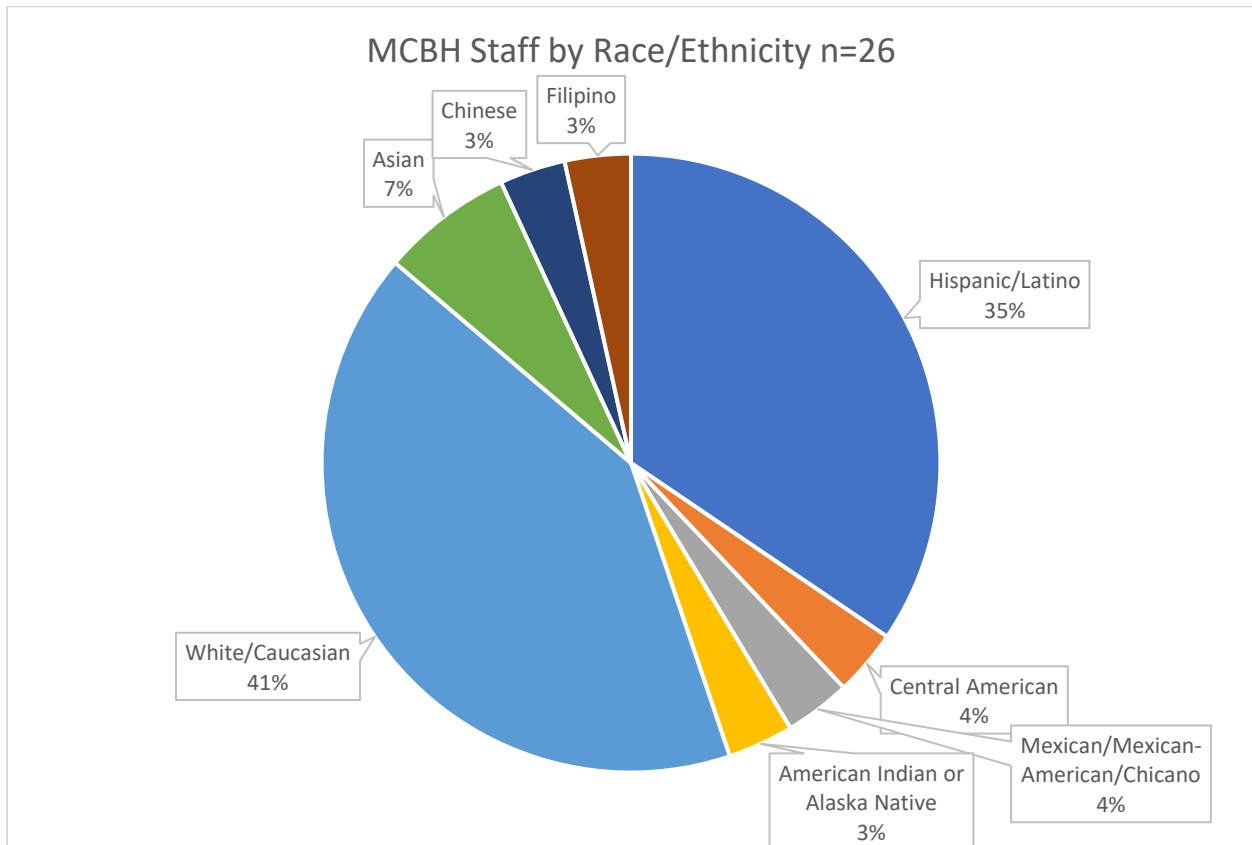
Part of Mono County Behavioral Health's (MCBH's) mission is to bring together representatives from Mono County communities and ask these representatives to take a leadership role in identifying and resolving community health needs. In this assessment of current capacity, MCBH will examine current capacity within its department, as well as capacity of key community partners that also promote health and wellness. As will be outlined in this report, MCBH has a number of successful programs ranging from its Full Service Partnership program to its Community Engagement programs that target underserved populations. Programs from previous years that are being continued or expanded in this Three-Year Plan take into account the department's current and future capacity. Where necessary, the report outlines where additional capacity will need to be developed to meet programmatic goals and community needs.

Please see Capacity Table 1 below for an overview of staffing planned for FY 23-24. As of the writing of this report (Spring 2023), is nearly fully staffed but is still seeking additional staff in order to be able to fully implement the MHPSA programs that are outlined in this plan. Based upon feedback received in the CPPP and anecdotal data from individuals seeking mental health services, MCBH believes that there is a staffing shortage to treat individuals with mild to moderate mental illness particularly for those with private/commercial insurance. For the most part, MCBH only provides therapy and case management to individuals with Medi-Cal, per its MHP mandate. As a result, individuals with private insurance do not qualify for mental health treatment at MCBH. MCBH works closely with Mammoth Hospital Behavioral Health to

coordinate care for shared clients or clients who may need a lower level of care. MCBH will continue to advocate for services to the mild to moderate population and those who are privately insured and not available to access services within the county.

In FY 22/23, MCBH continued its process of moving toward racial equity by rolling out several parts of its Racial Equity Workplan, including continuing monthly education and discussion of racial equity topics. This initiative has been popular among staff and invites our team members to explore a wide variety of issues and share key takeaways with their colleagues. As MCBH becomes a leader in this work internally, staff are being called to participate in the County-wide Justice, Equity, Diversity, and Inclusion Committee and is using the Cultural Outreach Committee to move the needle forward among community partners.

Approximately 36% of the Department’s staff are bilingual English/Spanish speakers and 42% identify as Hispanic/Latino/Latinx, Central American, or Mexican/Mexican-American/Chicano. MCBH believes that its ability to provide services across our programs is greatly enhanced if we have bilingual/bicultural staff. This is especially true for licensed staff and interns. MCBH also has staff members who speak Mandarin, Tagalog, and Korean. Below is a graph displaying self-reported race/ethnicity for the MCBH team.



MCBH is also dedicated to hiring staff who identify as members of the LGBTQ+ community and staff who identify as clients/family members and/or individuals with lived experience. In a spring 2023 survey:

- 20% of staff identify as members of the LGBTQ+ community.

- 75% of staff identify as a current/former client of mental health services or someone with “lived experience” in mental health or substance use or a family member
- 25% of staff have a disability like a learning disability; difficulty seeing, hearing, or having speak understood; or chronic pain.

The Department’s current staffing, as well as its dedication to hiring diverse and bilingual staff are both major strengths in terms of meeting the needs of racially and ethnically diverse populations. MCBH is dedicated to supporting the growth and professional development of existing staff who are interested in pursuing degrees and/or licensure – an important component of our WET program. MCBH currently helps promote this effort through financial incentive programs in an effort to “grow our own.” For penetration rate data and count of Medi-Cal beneficiaries served, including Mono County’s Hispanic penetration rate, please see Appendix A. For more information on how MCBH is serving our underserved communities, our cultural and linguistic competence plan provides a great deal of information.

As indicated in the table below, MCBH considers all its positions difficult to recruit and retain including but not limited to: Director, Clinical Supervisor, Program Manager, Staff Services Analyst, Case Manager, Wellness Center Associate, Substance Use Disorder (SUD) Supervisor, Accountant, Behavioral Health Services Coordinator, Psychiatric Specialist, SUD Counselor, Fiscal & Technical Specialist, Quality Assurance Coordinator, Medical Director, and Psychiatrist. MCBH is also keenly aware of the shortages of Behavioral Health Directors across the state and is dedicated to helping staff grow and develop to ensure that staff who may interested in one day taking on leadership roles in the department have the experience and education necessary to do so. MCBH has also developed a retention program specifically designed to recruit and retain licensed therapists.

Mono County is a small, rural county that is isolated in the Sierra Nevada Mountains; additionally, the county is often not able to offer wages for these positions that are competitive with larger counties or private organizations. Finally, due to stressors typical to a rural environment (isolation, lack of resources, limited transportation), the need for services in hard-to-serve outlying areas continues to be a challenge. MCBH counters this challenge by offering such programs as its Financial Incentive Program.

Approximately three-quarters of MCBH’s staff report that they are a current or former consumer of mental health or substance use services and/or a family member of a current or former consumer of mental health or substance use services or someone with “lived experience” in mental health or substance use disorders. When hiring, priority is given to consumers and family members of consumers for all positions. “Lived experience” is essential to informing all of MCBH’s work.

To examine capacity within the community, MCBH also listed partner agencies, organizations, and coalitions (see Capacity Tables 2-3 below). In some cases, the relationships between MCBH and the partner are strong and in other cases the relationships could be strengthened. In hiring

additional staff, MCBH hopes to increase the department's ability to bridge the gap in some of these relationships. The agencies in each of these tables strive to meet the needs of racially and ethnically diverse populations in Mono County by hiring native Spanish speakers, offering interpretation services, reaching out to geographically isolated areas, hiring individuals with lived experience, and developing programs and trainings that specifically target the inclusion of diverse populations.

One of the coalitions with the most capacity is the Behavioral Health Advisory Board, which is comprised of the following stakeholders: community members, clients, family members of clients, and representatives from partner agencies. This committee is involved in MCBH's program planning and is also regularly attended by a wide range of community partners.

In Fall 2018 MCBH participated in the OSHPD (now HCAI) Workforce Needs Assessment Survey that informed the 2020-2025 WET Five-Year Plan Process.

The 2020-2025 WET Five-Year Plan may be found:

- <https://hcai.ca.gov/wp-content/uploads/2020/10/WETFive-YearPlan.pdf>

Planned Staffing for FY 2023-2024

Position	Category	FTE	Language(s)	Difficult to Recruit/Retain	Priority to Client/Family Member	Supervised directly by
Director	Managerial/Supervisory Licensed Mental Health Staff	1	English	Y	Y	County Staff
Clinical Supervisor/Director of Clinical Services	Managerial/Supervisory Licensed Mental Health Staff	1	English Spanish	Y	Y	County Staff
Staff Services Analyst III (Fiscal)	Managerial/Supervisory	1	English Spanish	Y	Y	County Staff
Program Manager	Managerial/Supervisory	.8	English	Y	Y	County Staff
Staff Services Analyst III (Wellness Centers)	Managerial/Supervisory	1	English	Y	Y	County Staff
SUD Supervisor	Managerial/Supervisory SUD Personnel	1	English	Y	Y	County Staff
Accountant II/Staff Services Manager	Support Staff/ Managerial/Supervisory	1	English	Y	Y	County Staff
Psychiatric Specialist III	Licensed Mental Health Staff	1	English Mandarin	Y	Y	County Staff
Psychiatric Specialist I	Mental Health Staff	1	English	Y	Y	County Staff
Psychiatric Specialist II (Spanish-speaking)	Mental Health Staff	1	English Spanish	Y	Y	County Staff

Psychiatric Specialist III	Licensed Mental Health Staff	1	This position is vacant.	Y	Y	County Staff
Behavioral Health Services Coordinator II	Mental Health Staff	1	English Tagalog	Y	Y	County Staff
Behavioral Health Services Coordinator I	Mental Health Staff	1	English Spanish	Y	Y	County Staff
Behavioral Health Services Coordinator III	Mental Health Staff	1	English	Y	Y	County Staff
Case Manager III (Telepsychiatry Coordinator)	Mental Health Staff	1	English Spanish	Y	Y	County Staff
Case Manager III (Wrap Parent Partner)	Mental Health Staff	1	This position is vacant	Y	Y	County Staff
Case Manager III	SUD Personnel	1	English	Y	Y	County Staff
SUD Counselor III	SUD Personnel	1	English	Y	Y	County Staff
SUD Counselor III	SUD Personnel	1	English Spanish	Y	Y	County Staff
Wellness Center Associate (Mammoth/Benton)	Mental Health Staff	.25	English Spanish	Y	Y	County Staff
Case Manager III (Walker)	Mental Health Staff	.8	English	Y	Y	County Staff



Case Manager III (Bridgeport)	Mental Health Staff	1	English	Y	Y	County Staff
Wellness Center Associate (Walker)	Mental Health Staff	.25	English	Y	Y	County Staff
Wellness Center Associate (Mammoth: Yoga)	Mental Health Staff	.1	English	Y	Y	County Staff
Wellness Center Associate (Walker)	Mental Health Staff	.25	English	Y	Y	County Staff
Wellness Center Associate (Mammoth)	Mental Health Staff	.1	English	Y	Y	County Staff
Fiscal Technical Specialist III	Support Staff	1	English Spanish	Y	Y	County Staff
Fiscal Technical Specialist II	Support Staff	1	English Spanish	Y	Y	County Staff
Fiscal Technical Specialist II	Support Staff	1	English Spanish	Y	Y	County Staff
QA/QI Coordinator III (MH)	Support Staff/Other Health Care Professional (Nurse)	1	English Korean	Y	Y	County Staff
Staff Services Analyst I (Data)	Support Staff	1	English Spanish	Y	Y	County Staff
Staff Services Analyst III (Fiscal)	Support Staff	1	This position is vacant	Y	Y	County Staff

QA/QI Coordinator II (SUD)	Support Staff	1	English Spanish	Y	Y	County Staff
Psychiatry via Telemedicine (contract with North American Medical Services (NAMHS))	Licensed Mental Health Staff	.25	English	Y	Y	Contract Agency Staff
Physician's Assistant for Psychiatry via Telemedicine (contract with NAMHS)	Other Health Care Professional	.1	English	Y	Y	Contract Agency Staff
Therapy via Telemedicine (contract with NAMHS)	Licensed Mental Health Staff	.5	English Spanish	Y	Y	Contract Agency Staff
Public Health Officer/Medical Director	Other Health Care Professional	.25	English	Y	Y	County Staff

\*Please also see MCBH's Cultural Competence Plan for additional information on current staffing and MCBH's justice, equity, diversity, and inclusion efforts.

Additional information as required by 9 CCR § 3830

- Estimate of the number of additional positions needed: See vacant positions in table above
- Estimate of the number of positions the County determines to be hard-to-fill or for which it is hard to retain staff: All positions
- Estimate of the number of positions for which recruitment priority is given to clients and/or family members of clients: All positions
- Languages in which staff proficiency is required to ensure access to and quality of public mental health services for individuals whose primary language is not English: Spanish

- The number of staff who are proficient in Spanish: 9 staff (36%) are proficient in Spanish. Several other languages, including Tagalog, Mandarin, and Korean are also spoken by our staff.
- The estimated number of additional Spanish-speaking staff necessary to meet the need: 1 Spanish-speaking therapist (licensed or intern/associate)
- Estimate the number of clients and family members of clients within each racial/ethnic group that the Public Mental Health System will serve during the time period addressed in the Workforce Needs Assessment.

Annual estimate of number of clients served broken down by race/ethnicity:

White/Caucasian	150
Hispanic/Latino	125
American Indian or Alaska Native	15
Black/African American	5
Asian	5
Other	10
More than one race	20

- For each occupation type, estimate of the number of personnel within each racial/ethnic group, as identified through voluntary self-reported data. Please note that for individuals who reported multiple races, their race/ethnicity is reported in each category.

	Hispanic/ Latino	Central American	Mexican/ Mexican- American/Chicano	White/ Caucasian	Asian	Filipino	More than one race**	Prefer not to answer
Licensed Mental Staff, Mental Health Staff, and SUD Staff*	3	1	1	6	1	1	1	1
Managerial/ Supervisory Positions	2			3			2	
Support Staff ***	5			2	1			

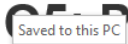
\*Due to small sample sizes, please note these occupations have been combined to help keep staff responses anonymous. This category also includes community-based wellness staff

\*\*Includes 1 staff who identifies as American Indian or Alaska Native, which is an underserved group in Mono County

\*\*\*Includes Fiscal/Front Office staff and QA/Data/Reporting staff

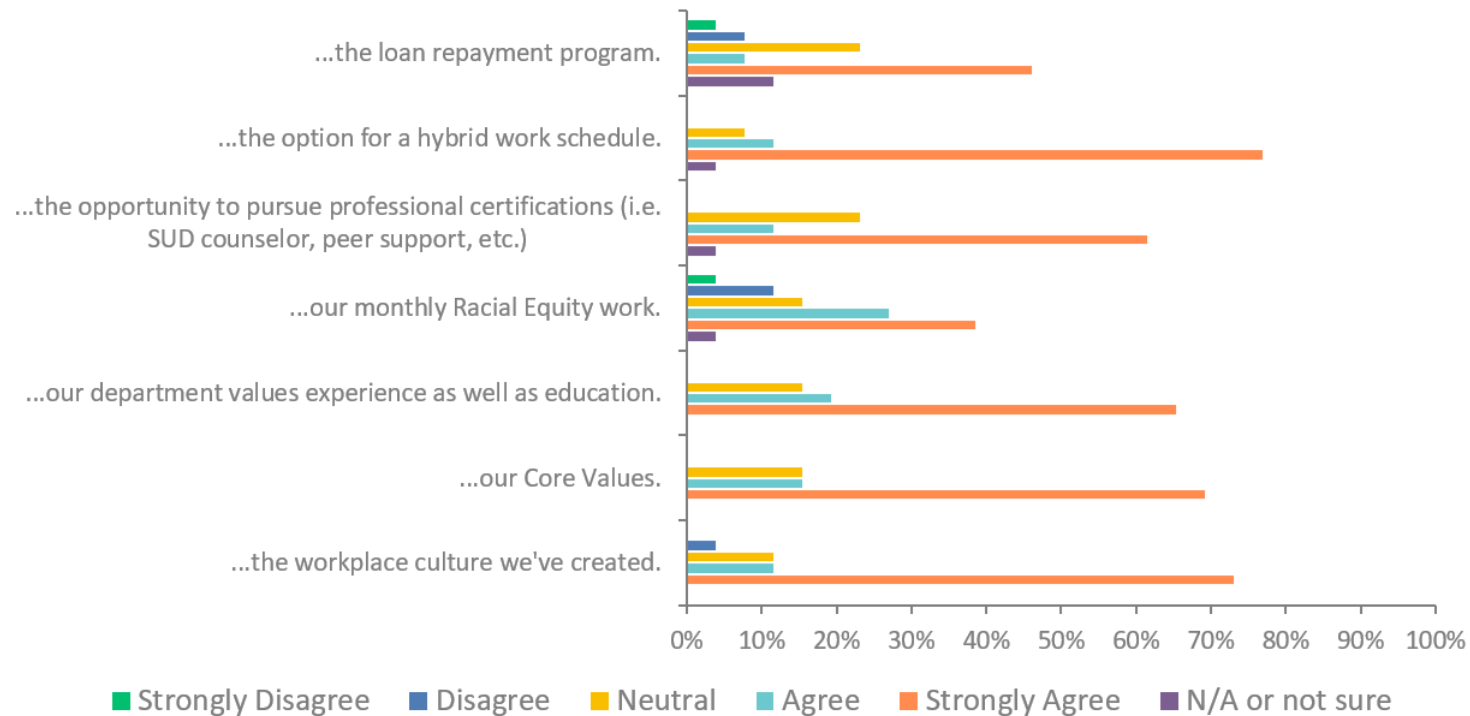
## Workforce and Training Needs Survey

In addition to a spring 2023 demographic survey, MCBH staff completed a survey about training needs, retention efforts, and workplace culture. Below are several summaries of staff response to questions posed in the survey.



## Please rate the following questions about staff retention efforts: I am more likely to keep working for MCBH because of...

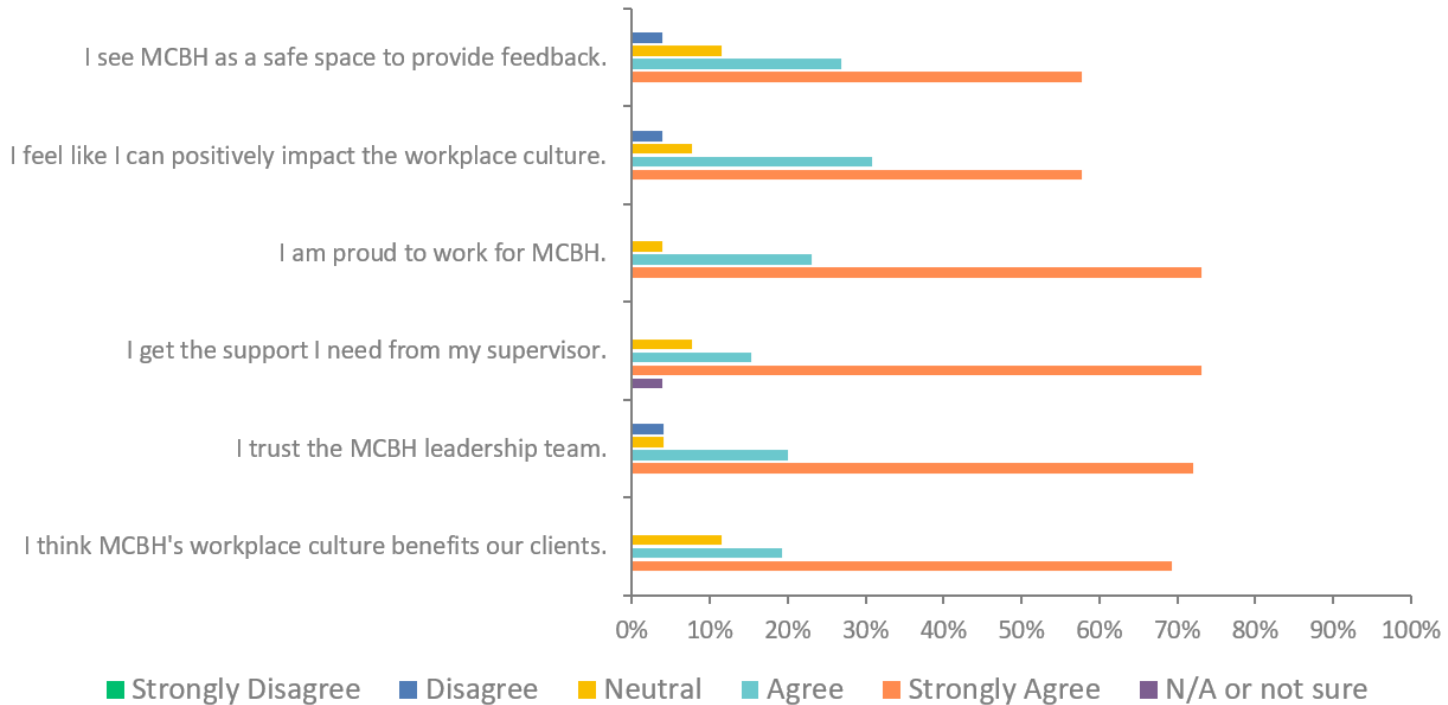
Answered: 26 Skipped: 0



Q5 Analysis notes: Staff most strongly agree that they are more likely to keep working for MCBH because of the workplace culture, option for a hybrid work schedule, and the core values of “Honor the Work,” “Practice Vulnerability,” and “Take Good Care.” Staff also largely agree that they are more likely to keep working for MCBH because the department values experience as well as education (i.e. you don’t have to have a degree to move into many positions, therefore allowing people with “lived experience” greater opportunity for growth) and because MCBH offers the opportunity to pursue professional certifications such as Substance Use Disorder Counselor certification or Peer Support Specialist Certification.

## Q6: Please rate the following:

Answered: 26 Skipped: 0

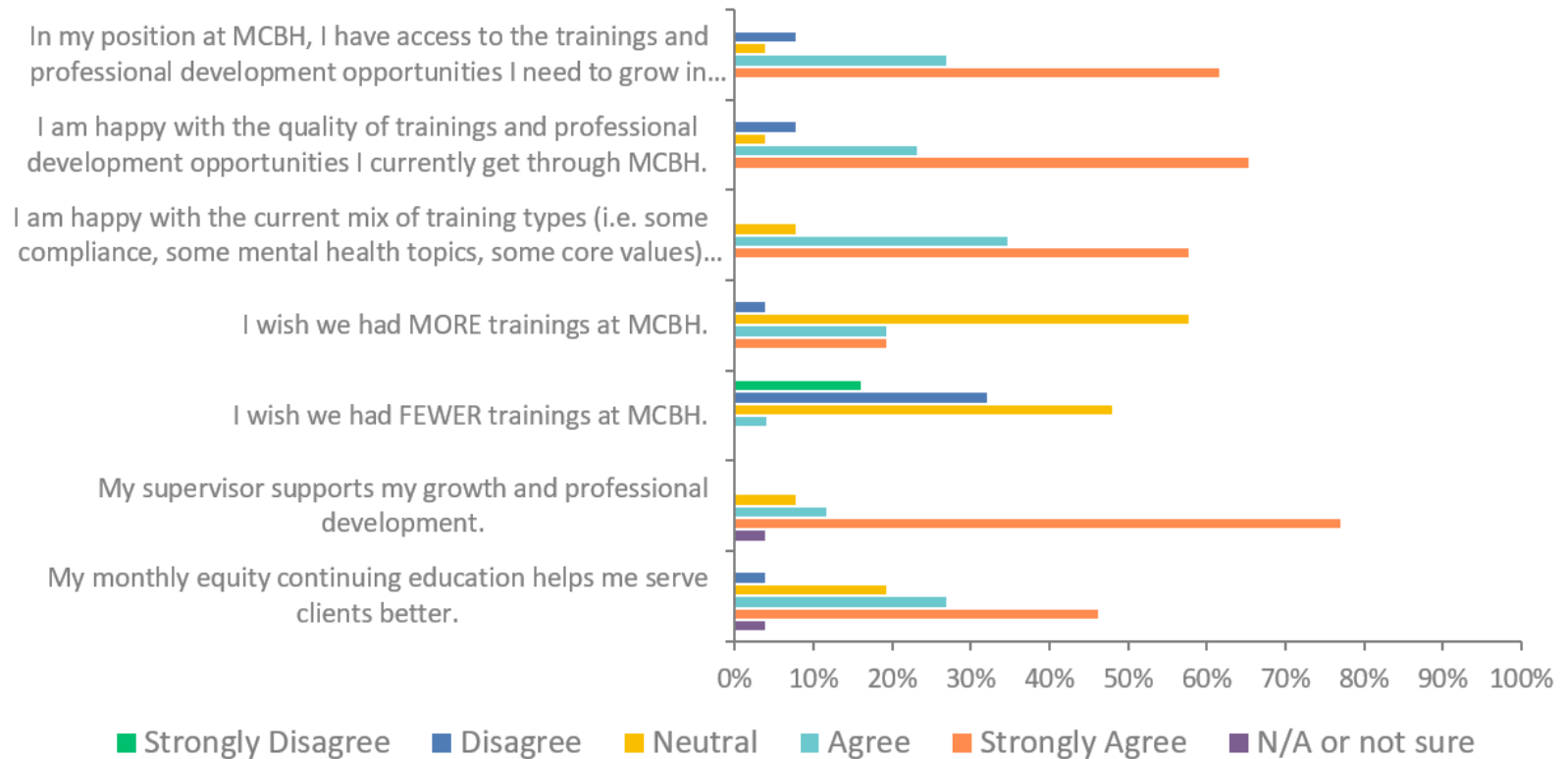


### Q6 Analysis notes:

- 96% of staff agree or strongly agree that they are proud to work for MCBH
- 90% of MCBH staff agree or strongly agree that MCBH's workplace culture benefits our clients.
- 92% agree or strongly agree that they trust the MCBH leadership team
- 88% agree or strongly agree that they get the support they need from their supervisor
- MCBH has room to improve around feedback and ensuring that all staff feel that they can positively impact workplace culture – a great opportunity for growth!

## Q7: Please rate the following about our trainings at MCBH:

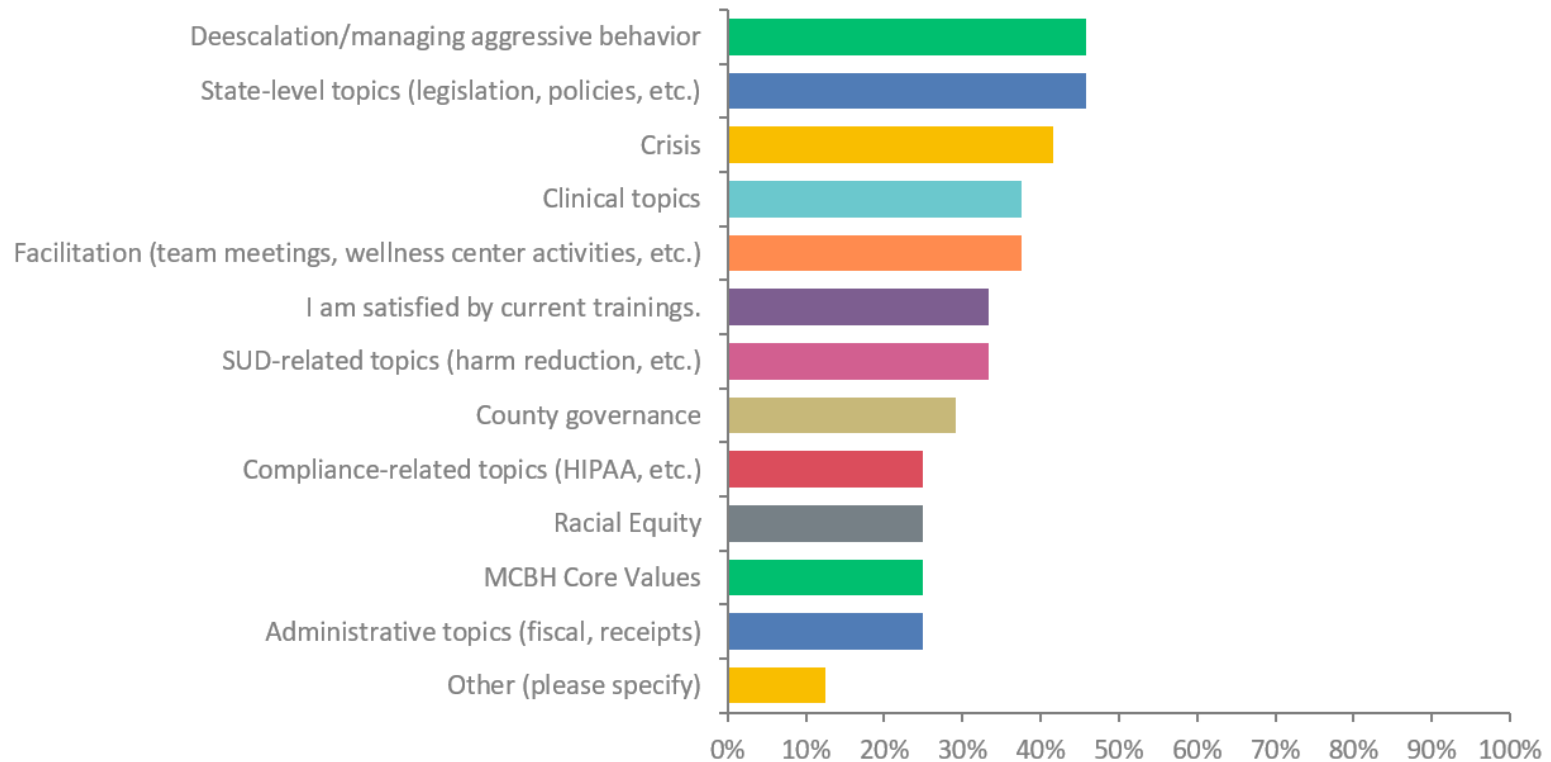
Answered: 26 Skipped: 0



Q7 Analysis notes: Staff appear to largely be satisfied with the current amount and mix of training types, but vastly agree that supervisors support staff growth and development. The department has some room to ensure that all staff have access to trainings for professional development. Although monthly equity was ranked lower in this question and in the question above, it was highlighted by many as a regular practice to keep in another survey question.

## Q8: I feel like my professional growth would be enhanced with the following trainings:

Answered: 24 Skipped: 2



Q8 Analysis Notes: MCBH had one training on de-escalation/managing aggressive behavior and has another planned once safety assessment results from Trindel Insurance have been completed. MCBH will also plan some state-level topic trainings – many staff are impacted by the consistently changing regulations, requirements, and legislation that California Behavioral Health Departments face, so it's not surprising that staff would like to know more about these topics.







When asked for one word that describes MCBH, full-time staff shared the following:



**Capacity Table 2. Mono County Agencies**

Agency	Purpose/Mission	Who is served?
<b>Mammoth Hospital Behavioral Health, ED, and clinics</b>	Our Mission: To promote the well-being and improve the health of our residents and guests. Our Vision: Mammoth Hospital will provide the premier experience in health, wellness and integrated care for the communities of the Eastern Sierra and beyond.	Mono County residents and guests
<b>Mono County Public Health</b>	“The Public Health Department provides services that support the health and safety of Mono County residents including immunizations, HIV and other sexually transmitted diseases programs, communicable disease prevention and surveillance, tuberculosis program, health promotion, emergency preparedness, California Children’s Services (CCS), Child Health and Disability Prevention Program (CHDP), Women Infant and Children (WIC), services for women and children, safety programs and much more.”	Mono County residents
<b>Mono County Social Services</b>	“Our mission is to serve, aid, and protect needy and vulnerable children and adults residing in Mono County in ways that strengthen and preserve families, encourage personal responsibility, and foster independence.”	Needy and vulnerable children and adults
<b>Mono County Office of Education</b>	<i>“Mono County Office of Education is committed to serving students, schools and communities by providing and supporting exemplary educational programs in a professional and fiscally-sound manner in order to foster healthy and productive individuals.”</i>	Mono County students, schools, and communities
<b>Mono County District Attorney</b>	“The Mono County Office of the District Attorney promotes and protects the public peace and safety of Mono County, California.”	Mono County community
<b>Mono County Sheriff</b>	“The Mono County Sheriff’s Office is committed to providing the highest level of professional law enforcement services to enhance the quality of life for the citizens and visitors of Mono County.”	Mono County residents and guests
<b>Mammoth Lakes Police Department</b>	“The Mammoth Lakes Police Department’s mission is to provide quality law enforcement services, while building partnerships to prevent crime, maintain public trust and enhance the quality of life throughout town.”	Mono County residents and guests
<b>Mono County Probation</b>	The mission of the Mono County Probation Department is to ensure the safety of the residents of Mono County by providing community-based supervision and rehabilitation through a multi-disciplinary approach to persons being convicted or adjudicated of a crime.	Mono County probationers and community
<b>Eastern Sierra Unified School District (ESUSD)</b>	“We as students, parents, community members and educators together will inspire and challenge each of our students to pursue personal excellence, to contribute positively to society, and to sustain a passion for learning.”	Mono County students and parents/guardians
<b>Mammoth Unified School District (MUSD)</b>	“Mammoth Unified School District is committed to supporting students’ individual needs and preparing them for the future by instilling them with confidence. Our school district encourages all students to push themselves to achieve and develop socially, emotionally, physically and academically. The parents and staff are very involved in our students’ learning, recognizing their challenges and successes, while nurturing their individual talents and celebrating their diversity.”	Mono County students and parents/guardians

**Capacity Table 3. Mono County Community Partner Organizations and Coalitions**

Organization/Coalition	Purpose/Mission	Who is served?
<b>Behavioral Health Advisory Committee</b>	“Supporting individuals by promoting recovery, self-determination, and wellness in all aspects of life.”	Mono County community, MCBH clients
<b>Cultural Outreach Committee</b>	As for the Cultural Outreach Committee, it has served as a safe place for community members to come together and share ideas that are equitable, culturally, and linguistically appropriate for our Mono County people.	Underserved members of the Mono County Community
<b>Mono County Justice, Equity, Diversity, and Inclusion Committee</b>	The JEDI commission has been established and the group is now paving the way to provide and participate in trainings that are data driven, with the goal of educating county employees on structural racism, justice, equity, and diversity in the county workplace.	Mono County employees
<b>Toiyabe Indian Health Project</b>	Toiyabe is a consortium of seven federally recognized Tribes and one Native American community and serves as a valuable resource in our remote Eastern Sierra communities.	Tribal members
<b>Wild Iris Family Counseling and Crisis Center</b>	“Wild Iris is dedicated to promoting a safer community by empowering and restoring the independence of those affected by domestic violence, sexual assault and child abuse. Our vision is for non-violent relationships based on dignity, respect, compassion, and equality.”	Individuals affected by domestic violence, sexual assault, and child abuse
<b>Student Attendance Review Board (SARB)</b>	“The Board helps truant or recalcitrant students and their parents/guardians solve school attendance and behavior problems through the use of available school and community resources.”	Truant or recalcitrant students and their parents/guardians
<b>Mammoth Mountain Ski Area</b>	Mammoth Mountain provides recreational opportunities for residents and guests. It also serves as a major employer of permanent and temporary (sometimes transient) employees in Mono County.	Mono County guests and residents (permanent and temporary)
<b>First Five Commission</b>	“First 5 Mono County will be a leader in a community-oriented and family-centered support network for children prenatal to age five and their families, and is charged with improving outcomes in children’s health, safety, and learning.”	Children pre-natal to age five and their families

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## COMMUNITY PROGRAM PLANNING PROCESS

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A critical step in the MHSa Three-Year Plan is engaging community stakeholders so that they can provide input on the allocation of the county's MHSa funds. For this Three-Year Plan, MCBH participated in and facilitated focus groups with key stakeholders including the Benton Tribal Community, administered a community survey, held several key informant interviews, and invited participants of wellness activities and community programs to participate in a dot exercise/survey/idea sharing. Additionally, MCBH has integrated information from other community data sources.

The data from these engagement methods and a summary of the results of each are outlined below. This variety of information-gathering processes make up the department's unique CPP process. The Program Manager is charged with conducting and/or supervising the planning and data collection for the CPP. For a description of her duties, including the requirement of an annual mental health needs assessment (the CPP), please see Appendix F. Please note that MCBH provides training on the Community Program Planning Process (CPP) to staff members and its Behavioral Health Advisory Board (see below and Appendix C). Additionally, when MCBH conducts focus groups, staff provide a short overview training of the MHSa and how the input that participants provide will be used to design and plan programs.

### **Overview of the Behavioral Health Advisory Board**

One of the most important components of the Community Program Planning Process and a key part of the Department's stakeholder involvement year-round is its Behavioral Health Advisory Board (BHAB). This group, which is comprised of community partners, clients/family members of clients, and other community members, has regular attendance and participation during its meetings every other month. Moreover, the BHAB is constantly working to recruit additional members from the County's un/underserved communities.

The partnership that exists between the Behavioral Health Department and the BHAB is truly collaborative and the BHAB has shown its dedication to being involved in all aspects of the Department's operations, including policy, monitoring, quality improvement, evaluation, and budget. It is an ongoing priority to label these different topics on the BHAB agenda so that BHAB members and other participants can clearly track and participate in MCBH's efforts to get input on these important areas.

### **Behavioral Health Advisory Board Focus Group**

- April 10, 2023; nine participants including several clients/family members of clients; Conducted in person with hybrid attendees
- Facilitated by Amanda Greenberg

- See minutes at <https://www.monocounty.ca.gov/behavioral-health/page/behavioral-health-advisory-board-meeting-9>
- Session started with overview of CPPP and the data collection process so far, including a preliminary overview of the MHSA Community Survey results. Questions discussed include:
  - What is your initial reaction to the community needs that were identified? Do they ring true based on your work and life in the community?
  - What other ideas do you have for ways to improve the mental health of Mono County residents?
- Key Takeaways:
  - In general, the BHAB focus group agreed with the survey findings. This has been an extremely difficult winter for locals throughout the county and some BHAB members noted the challenges for parents with kids at home. The isolation has been extreme and with roads closed, communities have essentially been islands. Some BHAB members report that they've talked to people who aren't sure they want to continue living in Mono County.
  - Discussion on how we can mitigate the reaction to extreme environmental stressors like blizzards, drought, wildfire, etc. in the future by building resilience, holding onto values of care, and creating connection in our communities. Reminder of how the "Covid howl" brought communities together to vocally release their stress. For many, the isolation brought on by this winter reminded them of Covid lock-down.
  - One person shared the idea for an event called "The Great Exhale," which could be a celebration of gratitude and a release of the stressors of the winter.
  - The group also discussed physical preparedness – do folks have enough firewood, food to last through a storm, funds to pay shovelers to clear their roofs – but was reminded that it's very rare that the County as a whole can meet these types of needs for people other than FSP clients, for example. Note that IMACA also has LIHEAP funds and can deliver two cords of wood to folks in need.
  - It can be really demoralizing when people tear down community instead of highlighting the positive. The group suggested using Mono City as a case study of how people supported one another – part of this is that the community is so small that all neighbors were already connected.
  - Public Health is going to be participating in a national program called "Neighborfest," where staff members will work with neighborhoods to promote emergency preparedness and talk about Public Health's services. This could be an area of collaboration. Another BHAB member pointed out that while you can't always have a conversation with a neighbor (when one of you speaks English and the other speaks Spanish) but you can see when there's trouble like someone is stuck in the snow, etc.

- The group also discussed MCBH’s Medi-Cal mandate and how we aren’t able to see folks with commercial insurance – this was a surprise to some BHAB members.
- Some longer time BHAB members pointed out that housing has come back up in its urgency/importance, while others discussed the way that rates of home ownership has changed over time.
- Suggestions for improvement included adding questions asking how long a person has lived here, whether they are homeless, whether they live in Mono County seasonally.
- Suggestions for future survey dissemination/engagement included advertising the survey at the Mountain Warfare Training Center Marine Base, more survey engagement in Benton/Chalfant/Tri-Valley area and asking local ministers to participate in the survey.

### **Benton Tribal Focus Group**

- Held 3/30/23 at the Benton Paiute Reservation Community Center. Facilitated by MCBH and Mono County Department of Social Services staff and included 20 participants who are all part of the Tribal community.
- When you think about your community, what do you think are the top 3 issues related to mental health?
  - Isolation – Feeling a lack of social support
  - Lack of programs/services for specific groups of people specifically youth.
  - Need for youth programming ranked:
    - High School
    - Middle School
    - Elementary School
    - PreK and younger
  - Family relationships
- Other issues discussed: access to resources, safety, parenting classes, recreation opportunities.
- What are the top three most important strategies to promote the mental health of Mono County’s residents?
  - Community wellness/outreach programming like socials, school programs, yoga, support groups. Specifically programming targeting high school aged students. Kids are getting into trouble at this age.
  - Where possible, meet basic needs like housing, rental assistance, food assistance – specifically food assistance.
  - Offer services at more convenient times and locations
    - HS programming starting 5:30pm and later. Bus drops off late.
- Other issues discussed: Best way to reach people is via direct mailer or by going door to door passing out flyers. One participant suggested creating a casual community gathering



space with entertainment. The group discussed MCBH collaborating more with tribal entities like TANF and tribal council meetings.

- Participants also provided feedback on culturally appropriate ways to approach focus groups in the future.

The focus group also discussed services the community would like and some ideas shared include:

- Parenting classes/groups (with food)
- Family counseling
- Things for kids to do – sports, other activities
- Slides, swings, other park items at park on Reservation (current park is unusable)
- Designated safe space for kids/teens/young people/families/anyone
  - Game night, movie night, cooking classes/activities, education re: healthy relationships
- County activities/information sessions on weekends so more families can participate. (Kids don't get off the bus from school until 4:30-5:30, and then have to do their entire after-school routine, so going to a County event on weekday evenings is difficult.)
- Increased County-sponsored activities – more than once a month
- Bingo nights or something similar like the programming offered in Chalfant
- Increased communication with children – what do they see in their community? How do they feel about their family and community?
- Increased communication from the County regarding health care services available in the area
- Improved road maintenance during storms
  - County should be more responsive - it can be hard for people living on the Reservation to get out when roads aren't cleared or repaired quickly and this increases isolation issues.
- Tribal Court
- Substance abuse counseling available in-home for tribal members who are too unwell to leave their homes to go to therapy. (Toiyabe will not provide in-home counseling.)

#### Community Strengths

- Kids enjoy spending time in the wilderness, including finding obsidian.
- Adults feel the kids on the Reservation now are all “great kids.”
- Tribe provides transportation for elders for medical appointments, grocery shopping, prescriptions, etc.
- Past issues with power outages have been resolved.
- “We take care of ourselves, we take care of each other.”
- Current Chairperson has improved things on Reservation
- Toiyabe provides some health care services

#### Community Issues:

- Isolation and distance – this word was used to describe physical distance, time distance (it feels like a long time between County visits to Benton), and cultural distance (the culture of native people and “the County” are different and there are gaps in understanding)
- Awareness for County staff that there is a collective community memory when there are negative interactions between County staff and local community members.
- Dial-A-Ride is too expensive, cost prohibits use. Some people can afford to pay to get to Bishop, but then can’t afford to get back, and that is dangerous.
- There is not enough information/communication from the County regarding health care services available in the area. Would also like more information about Medi-Cal – notices received in the mail can be confusing.
- Relationships (or lack thereof) with law enforcement are challenging, and this is harder because there’s no Tribal Court.
- Toiyabe used to provide social services but does not anymore.

### **Mono County Behavioral Health Staff Focus Group**

- April 4, 2023; 25 Behavioral Health Staff members – this is a diverse set of individuals that largely represents the community it serves and a large percentage of staff identify as a current/former client, a person with lived mental health or SUD experience, or a family member; for a full break-down of MCBH staff demographics, please see the workforce assessment above.
- Conducted via Zoom and facilitated by Amanda Greenberg
- Session started with overview of CPPP and the data collection process so far, including a preliminary overview of the MHSA Community Survey results. The department then broke out into focus groups by division/team. Questions discussed include:
  - What is your initial reaction to the community needs that were identified? Do they ring true based on your work and life in the community?
  - What voices may have been missed in this survey? Are there certain groups of people that you think have specific community needs?
  - A top strategy to promote mental health was to “increase awareness of mental health programs and services.” What ideas do you have in our different communities to help increase awareness of our programs and services?
  - What other ideas generally do you have for ways to improve the mental health of Mono County residents?
- Overall, the MCBH team affirmed that the findings did seem to ring true based upon life and work in the community. However, some noted that the findings seemed like they may be more representative of the needs of non-Medi-Cal beneficiaries (i.e. concerns around cost of services). Other staff weren’t sure that they would say their communities feel isolated and suggested analyzing the data by community.
- Some key takeaways include:

- Housing is definitely a top issue – from lack of emergency shelters to the stress of paying rent, local income levels are not commensurate with rent levels/housing costs.
- Isolation was affirmed by most – a side effect of COVID is that isolation can be considered a “norm.” This winter has been especially isolating with the severe weather and some noted that there is a stigma against talking about feeling isolated because there is an inherent isolation living here. One staff stated, “Feeling a lack of connection is a thing in every community I’ve worked for, people don’t know how to make friends. It’s especially true for communities in Mono due to small size and weather impacts.”
- Accessing mental health – it can be very hard to find resources for mental health and physical healthcare.
- Drugs and alcohol are an ongoing problem with the prevalence of bars in Mammoth and the resort-town mentality. Simultaneously, public transport is lacking after 10 pm which can lead to driving while intoxicated. It was to staff that substance use was not listed as a top issue for “self.” Staff hypothesize that although participants recognize that there is a community issue with drugs and alcohol they don’t see themselves as having a “drinking problem.”
- Staff were curious if youth would themselves say that they had social media problems.
- Staff agreed with the perceived needs among older adults. One staff noted that it appears community support is increasing near his home but that he continues to see insufficient support with in-home support and housing needs.
- When discussing the voices that may have been missed, the white population was overrepresented and the Latinx community is underrepresented in the survey results, as are our Native American communities. MCBH has engaged the Benton Tribal community in a focus group and hopes to find other ways to engage the Latinx community through the CPPP process. Future proposals were offered to partner with the schools to get more Latinx responses or even go door to door.
- The discussion of ideas to serve communities/increase awareness of our programs and services was also rich. Below are some key takeaways:
  - Staff identified that reaching folks without internet, especially seniors, can be a challenge and that word of mouth is a powerful tool in our communities.
  - Some staff suggested focusing on specific groups of people such as the Latinx communities, older adults, LGBTQ+, men, and veterans. Along with this they suggested “culture discussion meetings,” which would offer learning opportunities about other communities and cultures.
  - Staff highlighted the need to offer Spanish wellness activities with kids welcome (multi-generational) and to translate all flyers into Spanish.
  - Staff discussed the challenges of being seen as a hub for therapy and services, but how there is a common misconception that we can see anyone, when in fact we are limited by our Medi-Cal mandate. What is our role in advocating for additional providers for mild to moderate and private insurance?

- Suggestion to continue collaborating with community partners to engage folks in a non-threatening way, including participating in events with Mono Arts Council, Eastern Sierra Pride, Mammoth Lakes Police and others. These types of events create connection and help break stigma. Staff like our ongoing outreach via Facebook and suggested that radio and newspaper could be some additional outlets for outreach.
- Staff also discussed the importance of continuing to offer the option of telehealth via Zoom.
- Some specific programming ideas include:
  - Implementing senior bingo to increase connection and community – at this event hand out goodie bag with information, condoms, and Narcan.
  - More outreach and psycho-education for families especially for transition age youth
  - Create something like a “Teen Summit” at the wellness center with reps from different agencies
- Additionally, some staff had discussions around how and why the questions asked were chosen and if they could be improved in the future. Proposed additional items include asking whether participants have Medi-Cal, have disabilities, experience challenges accessing physical healthcare, experience homelessness, and if they are seasonal employees.
- Others asked if the surveys could go deeper to measure other social determinants of health and identify how MCBH can support more nuanced needs.

### **Clubhouse Live Focus Group Spring 2023**

One program that MCBH offers for youth is Clubhouse Live (CHL), which is an after school program funded with Substance Abuse Block Grant Prevention Funds, that gives youth a safe, supervised space. CHL is offered in Mammoth Lakes and Bridgeport for middle school and high school aged youth. The hosts of CHL are equipped to facilitate an open space where discussions of all topics are fostered. Although this is not an MHSA-funded program, the youth who participate (or their family members) often access other MCBH services. In Spring of 2023, a focus group was held with the Mammoth Lakes CHL; feedback from the focus group included:

What were the top 3 community needs identified as a group?

1. Bullying
2. Housing
3. Drugs, alcohol, and vaping

What were the top 3 strategies identified to promote mental health? Were there any suggestions not on the list?

1. Increase awareness of mental health programs and services
2. Social groups
3. Educate the public.

### **Foro Latino Spring 2023**

- 20 people who attended the Foro Latino event in Mammoth Lakes on 5/5/23 participated in a dot exercise identifying top community needs and strategies for improving mental health. Each participant was given three dots. Input was provided in Spanish and gift cards were offered.
- The top four problems related to mental health in your community:
  - Drugs or alcohol (28 dots)
  - Problems with social media (10 dots)
  - Experiencing bullying (8 dots)
  - Knowledge of mental health issues (7 dots)
- Top three strategies to promote the mental health of our community residents:
  - Community wellness/outreach programming like socials, school programs, yoga, and support groups (20 dots)
  - Educate the public on mental health conditions (13 dots)
  - Use technology to promote connection (apps, Facebook live, community conversations) (11 dots)
- Analysis notes: several middle school attendees participated in the dot exercise, so the problems with social media and bullying align with problems for youth identified in the overall survey. Drugs and alcohol were also listed as one of the top four issues in the community, but among these participants, they were identified as critically important. In terms of strategies to promote mental health, community wellness and outreach programs was the top strategy whereas in the overall survey, this was a lower ranked strategy. MCBH has plans for FY 23-24 to expand wellness center programming for Spanish speakers and the Latinx community.

### **Community Survey: Winter 2023**

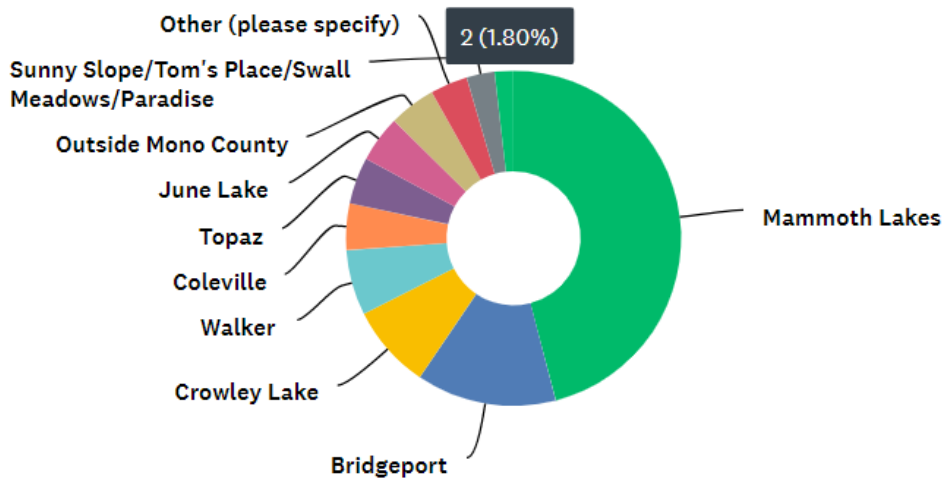
- Survey was open from February 2 to April 15, 2023
- There were a total of 110 survey participants
- Survey was administered via SurveyMonkey and distributed through partner agencies, on paper to key stakeholders, and on social media. It was available in English and Spanish.
- The community survey was distributed to all Mono County employees, the Mono County Board of Supervisors, the Behavioral Health Advisory Board, Mono County Cultural Outreach Committee, advertised on our website and Facebook page, and distributed to community partners.
- All frontline workers at MCBH were asked to invite clients and family members of clients to participate.
- The administration and analysis of the survey was spearheaded by the MCBH Program Manager.

### **The highest percentages of survey participants identified as:**

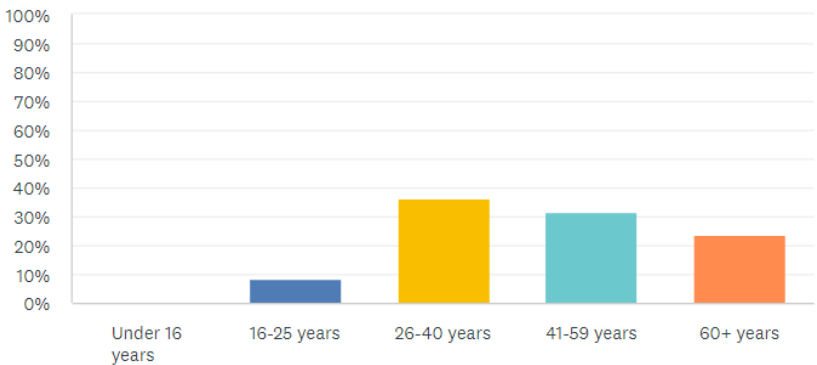
17% clients or family of clients of MCBH (former or current).  
 57% community members (note that many clients also selected this option)  
 19% participants in MCBH community programs  
 17% MCBH Staff

100% did the survey in English  
 0% did the survey in Spanish

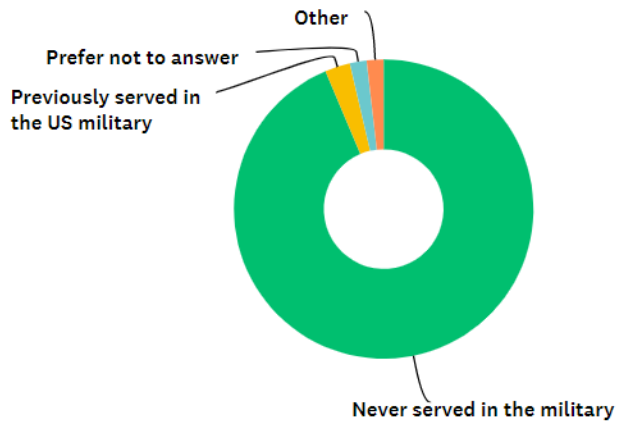
**Location of Survey participants:**



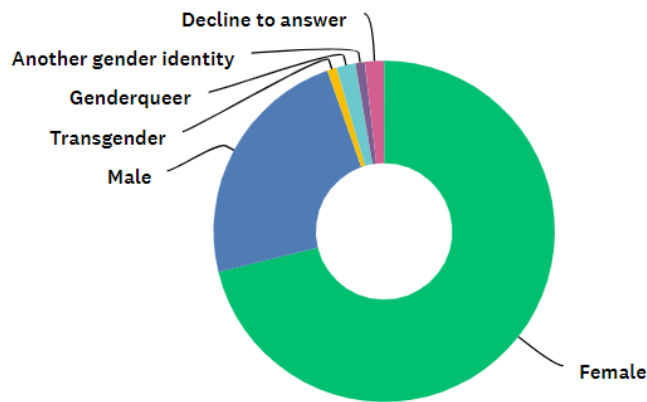
**Age of Survey participants:**



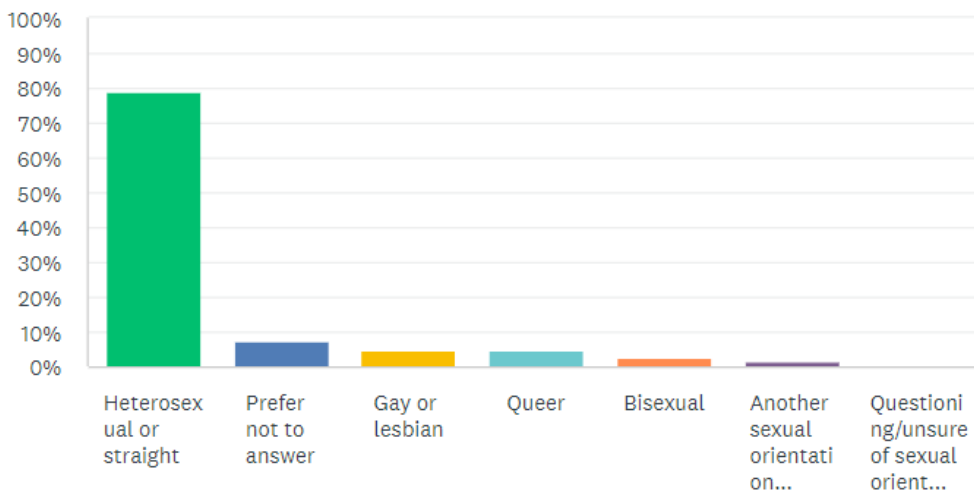
**Military Status of our survey participants:**



**Gender Identity of our survey participants:**



**Sexual Orientation of our survey participants:**



### **Racial / Ethnic makeup of our survey participants:**

White / Caucasian (73%)

Hispanic / Latino (20%)

American Indian or Alaska Native (7%)

Asian or Asian American (6%)

Black or African American (2%)

Prefer not to answer (5%)

### **The top 4 issues in our community related to mental health**

- Finding housing (53%)
- Finding access to MH providers (46%)
- Drugs or alcohol (42%)
- Feeling a lack of social support or isolation (31%)
- Analysis notes: These are also the top four items identified last year in the same order; however, the percentages increased, meaning that more people than last year agree that these are the top community issues.

### **The top 3 issues for individuals (self) related to mental health**

- Feeling a lack of social support or isolation (38%)
- Finding access to MH providers (32%)
- Finding Housing (27%)
- Analysis notes: Last year the top 3 issues were access to MH providers, isolation, and cost of services. This year, we see the re-appearance of finding housing and isolation being the top issue with a notable percentage increase.

### **The top 3 issues for youth (0-15) related to mental health**

- Social media problems (42%)
- Family relationships (38%)
- Experiencing bullying (38%)
- Analysis notes: These items changed from last year, with isolation disappearing from the top three.

### **The top 3 issues for transition aged youth (16-25) related to mental health**

- Drugs or alcohol (43%)
- Feeling a lack of purpose or meaning (28%)
- Feeling a lack of social support or isolation (27%)
- Analysis notes: Drugs or alcohol was identified by 23% of people last year as the third biggest issue for this age group. Its increase in percentage to 43% is notable.

### **The top 3 issues for adults (26-59) related to mental health**

- Finding Housing (46%)
- Drugs or alcohol (41%)
- Finding access to MH providers (40%)
- Analysis notes: Housing has re-appeared (last year it was not in the top three). Drugs and alcohol is also new this year for the top three, while securing stable employment was not identified as a top issue as it was last year.

### **The top 3 issues for older adults (60+) related to mental health**

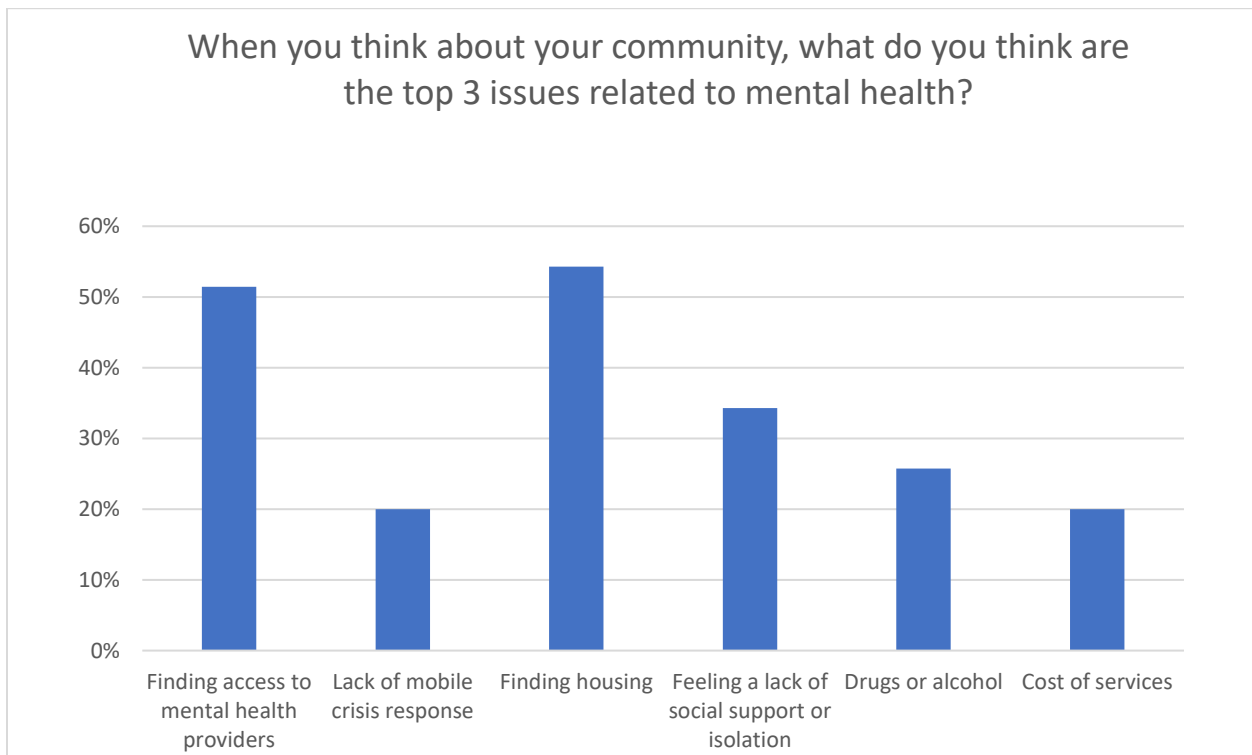


- Feeling a lack of social support or isolation (61%)
- Feeling a lack of purpose or meaning (38%)
- Finding access to MH providers (31%)
- Analysis notes: Isolation among older adults was the greatest perceived mental health issue of the entire survey with 61% identifying it as a top issue.

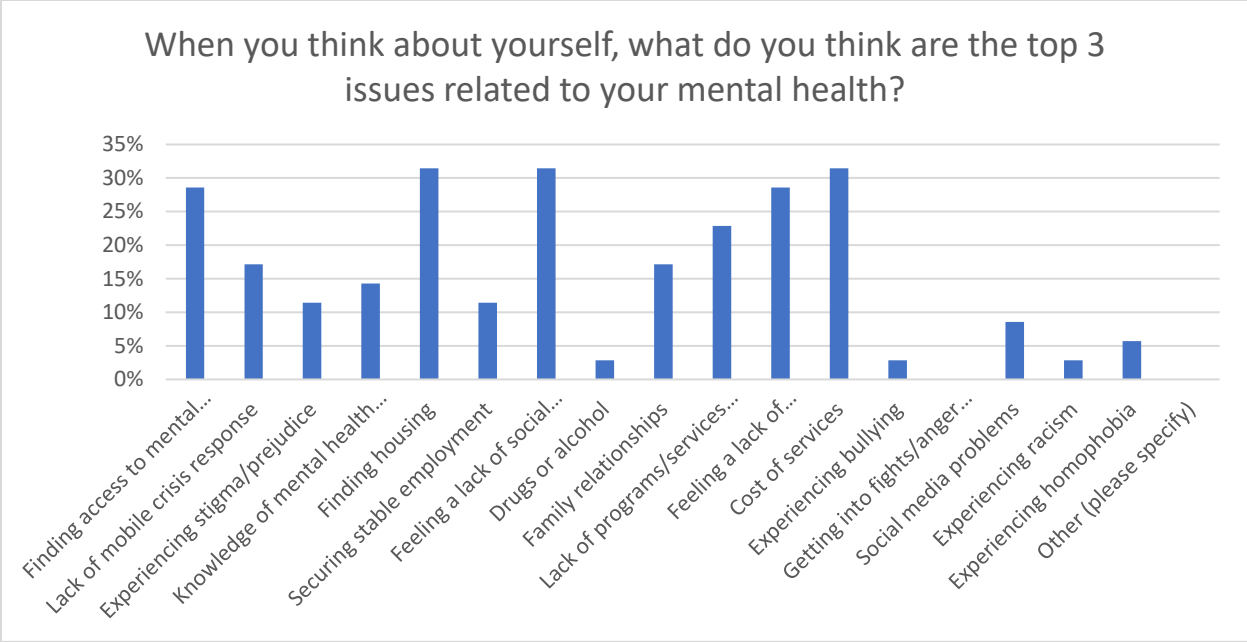
**The top 3 strategies to promote mental health**

- When possible, meet basic needs like housing, rental assistance, food assistance (50%)
- Increase awareness of MH programs and services (48%)
- Increase community wellness/outreach programming likes socials, school programs, yoga, and support groups (35%)
- Analysis notes: The top three strategies identified last year were the same or similar, what is notable again is a higher percentage of survey participants agreed that these were the top strategies, with meeting basic needs for example going from the second highest rated strategy at 35% to 50%.

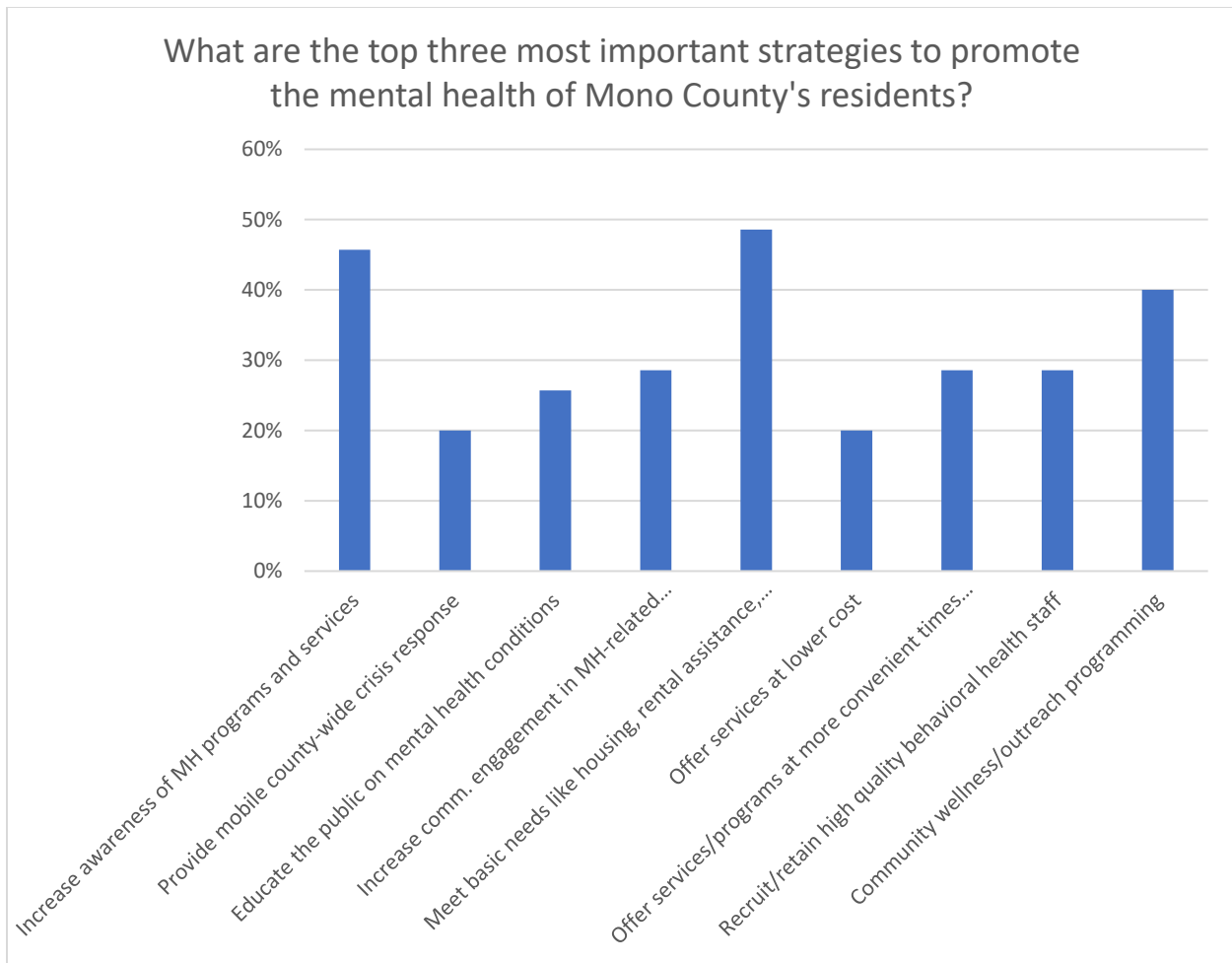
**Among survey participants who identified as MCBH clients or family members of clients (current or former) and participants who attend MCBH wellness programming (n=35):**



Analysis notes: Compared to overall survey participants, the top issues are still finding housing and finding access to mental health providers, however, these clients perceive lack of social support or isolation as the third top issue instead of drugs or alcohol.



**Analysis notes:**  
 Current/former clients and participants of free wellness programming cited Finding housing, Isolation, and Cost of services as the greatest issues related to mental health when thinking about themselves. Finding housing as a top issue aligns with the top strategy for promoting mental health that was selected by this group: meeting basic needs like housing whenever possible. Isolation was also a top need among survey participants as a whole. It is interesting that cost of services was a top issue for self since MCBH’s community programming is free and MCBH’s client base is primarily comprised of Medi-Cal beneficiaries, whose mental health services are fully covered by their insurance. It is MCBH’s intention to study this finding further among existing clients and to separate out current from former clients (one theory being that perhaps a former clients may no longer be on Medi-Cal and have commercial insurance where mental health services are much more expensive).



Analysis notes: Responses here largely align with strategies reported by all survey participants. One notable difference is that 17% of all survey participants suggested offering programs/services at more convenient times/locations, while among this group, the number was 29%.

Finally, MCBH received more comments than ever in the comment box at the end of the survey, which asked “Is there anything else you’d like to tell us? Ideas for programs? Other priorities that we missed?” MCBH found several trends in the feedback provided and has included it below:

**Children/Youth:**

- “More programs/ activities for small children ages 2-5”
- “Parental support for our children’s mental health understanding what they are experiencing.”
- Suggestion to work more closely with probation to serve transition age youth
- “More outreach with youth”
- There are limited opportunities for families with young children in Walker/Coleville. “We are often isolated with little to no support.”

**Access to services:**

- “Later times for events or weekends.”
- “Retaining quality staff.”
- Several participants commented about offering more in person programming and therapy and some commented about continuing to offer appointments via Zoom.
- Room for improvement in the mobile crisis response team.
- “The number one issue for mental health is the lack of providers. We need more mental health providers. Families are waiting years on waitlists. It has to get to crisis level before anyone will respond. Especially for folks who are not already a client or "in the system;" resources seem even more limited. Recruit more private providers; find incentives or offer more telehealth options. Provide more parenting and marriage support. More behavior-play-therapy options. More play-groups or physical spaces to bring children to play and parents to socialize in the winter. More support for women and/or mothers. Being in Mono County is especially hard for families with young children, and I believe there is a segment of this subpopulation that is being totally overlooked.”

**Proposed community activities/programs**

- “Outdoor activities”
- “Facilitate support groups”
- “Help to bring back community it has gone away in Mammoth completely”
- “Having others that have experience it to speak out to others by telling their stories. That they aren't alone”
- “Kids club [Clubhouse Live] is a great program available. I think some more programs like that for different age brackets might be beneficial.”
- “Keep the coffee program it’s nice to meet others.”
- “Socials are great and art classes”
- “Art programs, dance, walking clubs etc.”
- “So grateful that you are currently doing some LGBTQ specific outreach”
- “Art, knitting, or dance groups”

**Outreach ideas**

- “Maybe try posting events on the bulletin at the Walker coffee shop and country store plus Facebook.”
- “Partner with local businesses that reach your target demographic”
- “Working with local businesses and employers to incentivize some reduced substance use programming among industry employees who party a lot”
- MCBH could do improve how it advertises its services - most of the community doesn't know what programs they have.

**Basic needs:**

- Build tiny homes

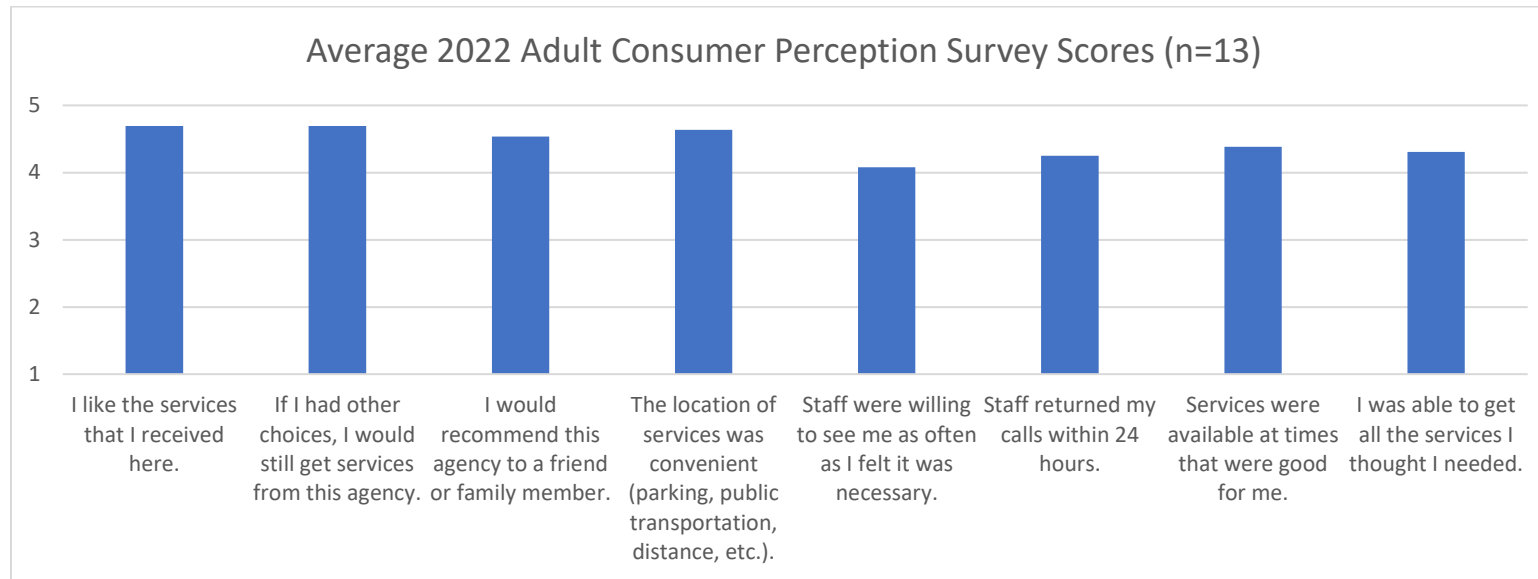
- “Assisting people on basic needs first (food, housing, employment) (when possible) might help people focus more on their mental health. When people are struggling to survive, they often times don't even have time to think about their mental health.”
- “Magic wand ideas: universal basic income, paid sick leave assistance, peer affinity support groups, community engagement grants to sub contract with community orgs, outdoors/mentorship program for teens, free community passes to things like skiing and mountain activities for low income families? I want to acknowledge you are already doing so much and thank you!”

**Feedback:**

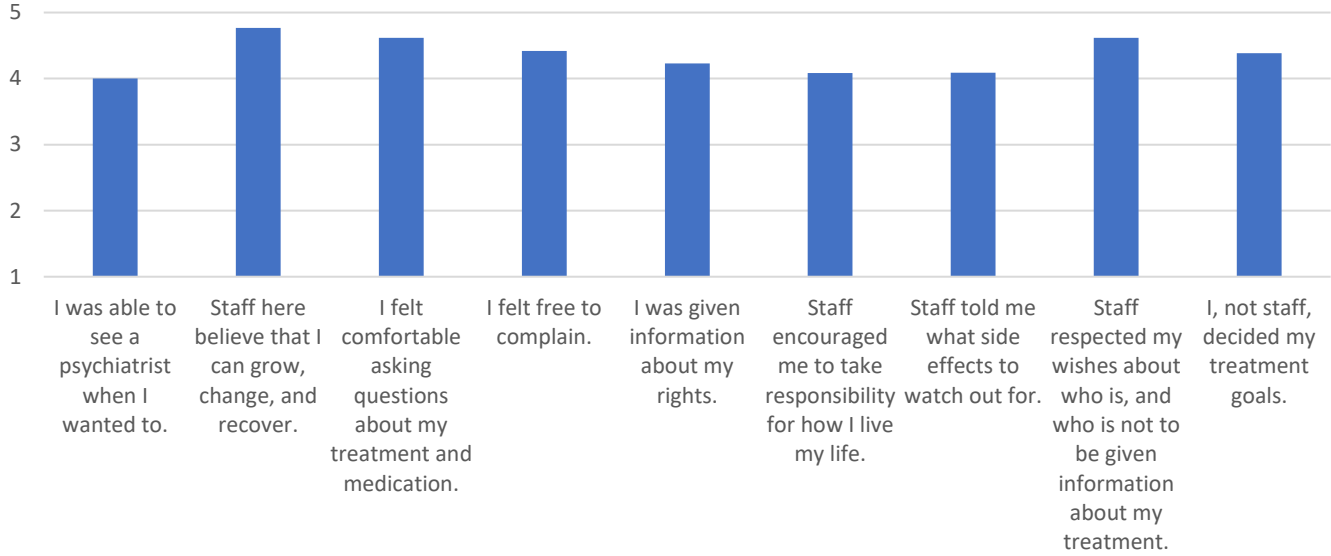
- “Share with the community (especially those that respond to this survey) via the same means used to get responses to this survey the outcomes of the survey and what your response to the survey has been. It would be nice to hear how the feedback has been put to use.”

### 2022 Consumer Perception Survey (CPS) Results

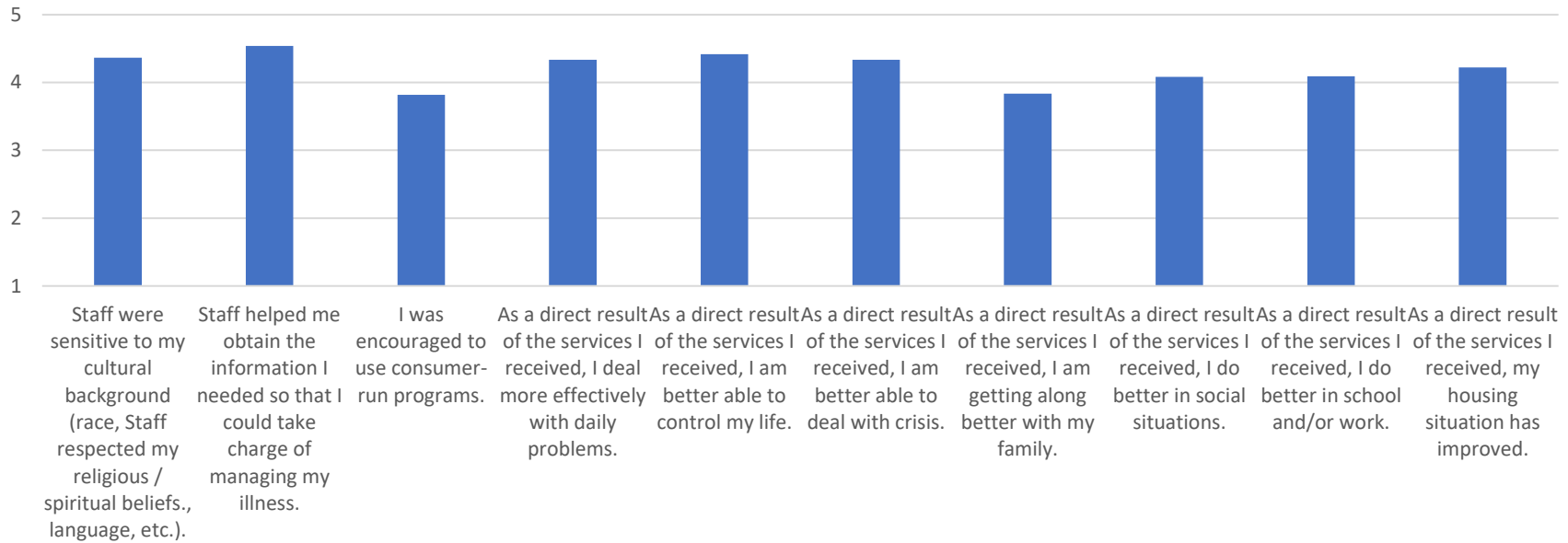
The CPS is an annual survey created by the Department of Health Care Services MCBH offers to each Medi-Cal beneficiary who receives services during one week each spring. In 2022, MCBH administered 33 surveys; however, of those, only 16 individuals completed the survey. Of the completed surveys, 13 were submitted by adults, 1 by a youth, 1 by an older adult, and 1 by a family member. As a result, MCBH has averaged the scores of the 13 adults who completed surveys. Although this survey was not collected as part of the MHSA CPPP, the results help provide some context and corroboration to the CPPP data. For example, housing was identified as a top community need and below we see that the lowest scoring item in the entire survey is related to housing.



## Average 2022 Adult Consumer Perception Survey Scores (n=13)

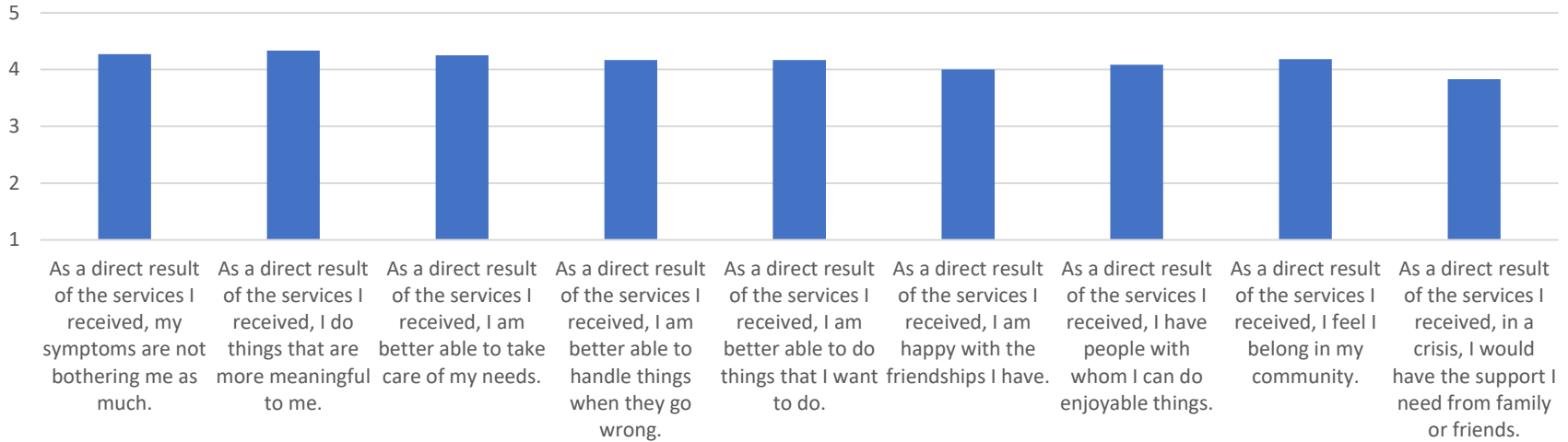


## Average 2022 Adult Consumer Perception Survey Scores (n=13)

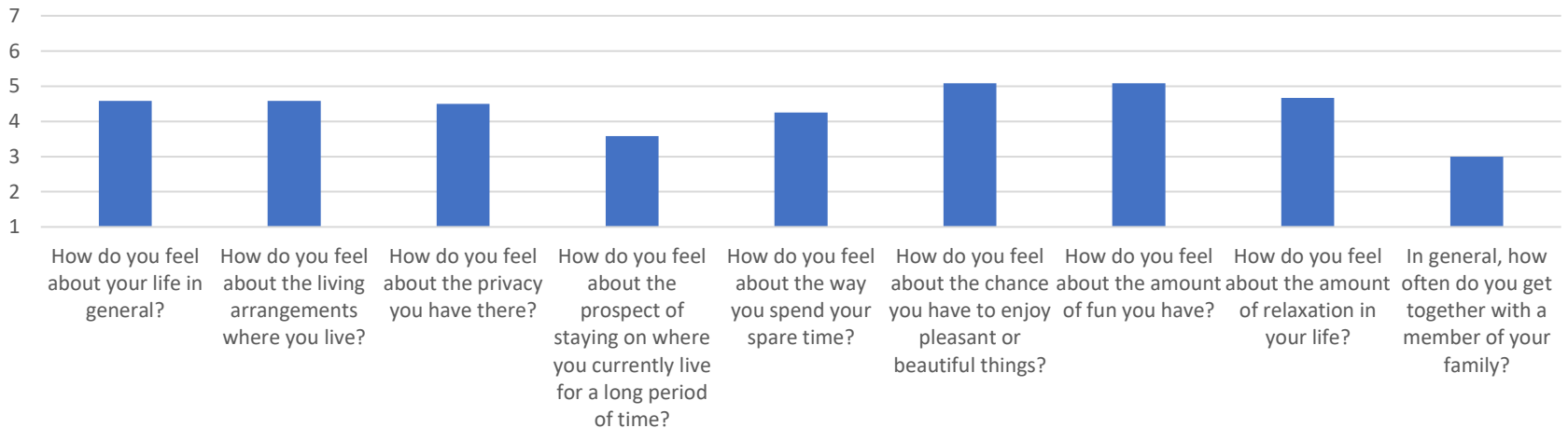




### Average 2022 Adult Consumer Perception Survey Scores (n=13)



### Average 2022 Adult Consumer Perception Survey Scores (n=13)



### **Mono County First 5 Strategic Planning Process: 2019-2024**

- Data gathered from focus groups, a community meeting, public hearings, interviews, and written comments.
- The primary participants were parents of young children (<5yo) in Mono County.
- The First 5 data is relevant to our community planning process due to an overlap in service population and collaboration in services. First 5 similarly serves a large population of Medi-Cal beneficiaries, and MCBH funds the First 5 Peapod Program.
- Key Take-Aways:
  - Affordability and quality of childcare continue to be a challenge.
  - There is a need for opportunities to gather and address mental health issues and isolation.
  - Parents are seeking a better and easier way to get information about available resources and services.
  - Priority spending areas by First 5 are: Child care quality, home visiting services, school readiness services, and family behavioral health.

### **Overall Description of CPPP Stakeholders**

The MCBH Leadership Team developed a plan for this CPPP based upon input/discussion from the Behavioral Health Advisory Board. The Leadership Team is a group of seven staff members including diversity in race/ethnicity, sexual orientation, lived experience, and geographic location. Together this group brainstormed feasible strategies to outreach to a diverse set of stakeholders in this CPPP, which resulted in all the data collection outlined above.

Through the CPPP for this Three-Year Plan, MCBH was able to include stakeholders that represent the diversity of the County, including: a wide age range, a wide geographic spread, members of the LGBTQ+ community, members of our Latinx community and other racial/ethnic groups, members of our Native American communities, and veterans.

### **Conclusion**

Together, these engagement activities and the diversity of the stakeholders who contributed have provided valuable and meaningful input about the unique needs of the Mono County community and allowed MCBH to develop an MHSA program that is specifically designed for the county. Through these activities, the department was able to reach a range of populations within the county, including clients, allied agencies (social services, law enforcement, etc.), and community leaders. Mono County believes that it has reached a wide range of voices and perspectives and took great care to inform these stakeholders how valuable their input was throughout the process.

This Three-Year Plan integrates stakeholder input, as well as service utilization data, to analyze community needs and determine the most effective way to utilize MHSA funding to expand services, improve access, and meet the needs of unserved/underserved populations. The MHSA

Three-Year Plan planning, development, and evaluation activities were also discussed with the Mono County Behavioral Health Advisory Board members.

Finally, MCBH staff received a training on the CPPP so that they are more aware of how stakeholders' input impacts the department's decision-making and MHSA planning. This training took place on 12/13/22 and included 17 participants. Please see Appendix C for sign-in sheet and hand-out used.

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## LOCAL REVIEW PROCESS

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**30-day Public Comment period dates:** May 12, 2023 – June 11, 2023

**Date of Public Hearing:** June 12, 2023 from 3:00-4:30 pm

In-person location (required for BHAB members)  
Mono County Civic Center: Dana Room (2nd floor)  
1290 Tavern Road Mammoth Lakes, CA 93546

Hybrid Zoom Option:

Meeting ID: 760 924 2222 Link: <https://monocounty.zoom.us/j/7609242222>

Call in: +1 669 900 6833 Meeting ID: 760 924 2222

### Describe methods used to circulate, for the purpose of public comment, the Three-Year Plan

The plan was posted at [monocounty.ca.gov/MHSA](http://monocounty.ca.gov/MHSA) on May 12, 2023. A news article was posted on MCBH's website and the Mono County website on May 12, 2023. Please see images in Appendix G for examples of advertisement.

- Advertisements for the public comment period were placed in three local newspapers: The Sheet, the Mammoth Times, and El Sol de la Sierra (a Spanish language newspaper). Legal notice was placed in The Sheet. Flyers advertising the public comment period and public hearing were also posted throughout the County in well-trafficked public places such as post offices and community center. Additionally, advertisement went out via MCBH's Facebook page, which has over 1,000 followers and was advertised in conjunction with MCBH's mental health month activities. Advertisements appeared in our newspapers:
  - Mammoth Times: 5/18/23 and 6/8/23
  - The Sheet: 5/13/23 and 6/3/23
  - El Sol de la Sierra: 5/18/23 and 6/8/23

### Provide information on the public hearing held by the local mental health board after the close of the 30-day review

The public hearing was held on June 12, 2023 from 3:00-4:30 pm via Zoom. The public hearing was facilitated by MCBH staff and took place during the regular meeting of the Behavioral Health

Advisory Board (BHAB). Five members of the BHAB attended in person, one attended virtually, three MCBH staff members were in attendance, one representative from Mono County Public Health, one representative from Mono County Department of Social Services, and one representative from Mammoth Hospital. After a brief discussion of the plan, including questions about some data points and individuals served, additional funding sources, and regulatory requirements, the BHAB voted to approve the MHSa Three-Year Plan.

- After the minutes are approved on 8/14/23 they will be available at this link:  
<https://www.monocounty.ca.gov/behavioral-health/page/behavioral-health-advisory-board-meeting-mhsa-three-year-plan-public-hearing>

### Include summary of substantive recommendations received during the stakeholder review and public hearing, and responses to those comments

MCBH received one email during the public comment period recommending that Mono County research the Family Justice Center: One Safe Place in which many agencies serve clients under one roof, creating a more cohesive service effort. MCBH actively collaborates with other county agencies under the same roof and frequently links clients to other service providers. Creating a space where more agencies serve folks under one roof would likely be challenging given Mono's small population and MCBH's mandate to provide services throughout the County; however, this is a model that MCBH will explore and the department is already considering how greater efficiencies in agency collaboration can be implemented.

### Include a description of any substantive changes made to the Three-Year Plan that was circulated

Several changes were made to the WET section, including an additional amount of matching funds to the Central Regional Partnership and a decision to send two students through Project Cultivate in FY 22-23 (costs to be split between FY 22-23 and 23-24). MCBH also added Cost Per Person Estimates for FY 24-25 and 25-26 (all estimates were moved to the end of the report near the budget section) and completed an aggregated PEI Evaluation Report. During the public comment period, an additional evaluation report for the Help@Hand project became available and MCBH also added that to the final Plan.

### MHSa Issue Resolution Process

To resolve an issue related to appropriate use of MHSa funds, inconsistency between approved MHSa Plan and implementation, and/or the Mono County Community Program Planning process, please see [Appendix B](#) for further instruction.

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## COMMUNITY SERVICES AND SUPPORTS

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The MCBH MHA Community Supports and Services (CSS) program provides services to people of all ages, including children (ages 0-17); transition age youth (ages 16-25); adults (ages 18-59); older adults (ages 60+); all genders; and all races/ethnicities.

The CSS Program includes three service categories: Full Service Partnerships (FSP), General System Development, and Outreach and Engagement. Please see CSS Table 1 below for an overview of the programs and services offered within each of these service categories. Please note that some of our programs are funded across multiple categories, so may be listed twice.

Services within the CSS category are for all populations and help reduce ethnic disparities, offer support, and promote evidence-based practices to address each individual's mental health needs. These services emphasize wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families. Services are delivered in a timely manner and are sensitive to the cultural needs of each individual. MCBH strives to not only meet the "clinical needs" of its clients but to also consider needs that relate to the social determinants of health such as housing and poverty. Department staff also strive to meet people where they are, both emotionally/mentally and from a physical perspective, including traveling to the County's outlying areas to provide services and promote community.

From an administrative perspective, MCBH has worked with consultants to maximize its funding opportunities and to create a sustainable plan to help spend down MCBH's fund balances. Additionally, this process has helped prepare MCBH for the changes coming with CalAIM, the California state reform of the Medi-Cal system. MCBH will be using MHA funding to support its CalAIM initiatives. In particular, the department will support payment reform by providing MHA funds for an Intergovernmental Transfer (IGT). MCBH will receive the funding provided for the IGT back as part of the local share of Medi-Cal and funds will be deposited back into the MHA revenue account.

MCBH also anticipates that in the next three years, it will use CSS funding to help implement a Mental Health Diversion program. MCBH is currently working closely with local stakeholders who work in the criminal justice system to determine how this pretrial program will operate and how staff may be assigned in the case that individuals with mental illness qualify to receive mental health treatment in lieu of prosecution and jail. MCBH will include information about this program in future Annual Updates as it develops. Through this process, MCBH will continue to work with existing clients and Full Service Partners who are involved in the criminal justice system, including those on probation.

In order to meet the mental health needs outlined above, MCBH has worked with stakeholders to develop and implement the programs in the CSS and other categories.

### **CSS Table 1. CSS Service Categories & Programs/Services**

Service Category	FSP	General System Development	Outreach/Engagement
Programs and Services	<ul style="list-style-type: none"> <li>• Full Service Partnership Program serving children, transition age youth, adults, and older adults; including housing, food, clothing, etc. as needed</li> <li>• MHSA Housing Program</li> <li>• Telehealth Services</li> <li>• Wrap Program (90%)</li> </ul>	<ul style="list-style-type: none"> <li>• Expansion of case management/supportive services</li> <li>• Wellness Centers</li> <li>• Crisis intervention/stabilization</li> <li>• MHSA Housing Program</li> <li>• Telehealth Services</li> <li>• Wrap Program (10%)</li> </ul>	<ul style="list-style-type: none"> <li>• Community Outreach &amp; Engagement</li> </ul>

### Full Service Partnerships (FSP)

MCBH has adopted a community clinic model, specifically when it comes to Full Service Partnership (FSP) clients. FSP services include, but are not limited to, one-on-one intensive therapy and case management, housing support, transportation, advocacy, assistance navigating other health care and social service systems, childcare, and socialization opportunities. These programs embrace a “whatever it takes” service approach to helping individuals achieve their goals. MCBH’s FSP program serves all age groups, including children/youth, transition age youth, adults, and older adults. MCBH currently has one vacant position for a therapist (prioritizing Spanish speaking individuals and clients or family members of clients) who would devote a portion of their time to the FSP program.

Each client in the FSP program is assigned a Behavioral Health Services Coordinator (BHSC) or a Case Manager (CM) as the single point of responsibility for that client/family. Additionally, Full Service Partners are introduced to other BHSCs and CMs, as well as front office staff, including the individuals who staff MCBH’s 24/7 Access Line. This ensures that a known and qualified individual is available to respond to the client/family 24 hours per day, 7 days per week. Additionally, all MCBH staff, receive extensive cultural competence training. It is also ensured that all Spanish-speaking FSPs are placed with a Spanish-speaking BHSC or CM (Spanish is Mono’s only threshold language). These BHSCs and CMs, along with the assigned therapist are responsible for developing a Treatment Plan, which also serves as the Individual Services and Supports Plan. Throughout FY 22/23, MCBH participated in documentation reform efforts as part of the CalAIM implementation. Clinicians began moving from “Treatment Plans” to “Problem Lists” for most clients while continuing to complete Individual Services and Supports Plans for all FSP clients.

A key component of MCBH's FSP program is providing housing support and services. Affordable housing, specifically for those with mental illness, is a critical concern in Mono County. In response, MCBH has an interdisciplinary team that works together to find and secure housing for

FSP clients who are homeless or at risk of homelessness. This also includes assisting with first and last month rent deposits and occasionally securing emergency housing for individuals in crisis who do not meet 5150 criteria.

In FY 23/24, MCBH will be making a significant change to its FSP program to allow conserved clients to enroll as FSPs if they desire. Assembly Bill 2242 (FY 21/22) now allows for MHSA funds to be used in this way and after seeking approval from stakeholders at the Behavioral Health Advisory Board and reviewing the overwhelming suggestion to “meet basic needs wherever possible” as part a top strategy to improve mental health, MCBH will now pay for an array of service needs for conserved clients using FSP funds. Additionally, MCBH funds its early psychosis identification work (approximately \$6,000 in annual fees for UC Davis collaboration) under FSP since any client meeting these criteria would be immediately invited to participate in the FSP program.

The total number of unduplicated FSP clients for FY 2022-2023 was approximately 24, including 2 children, 4 TAY, 12 adults, and 5 older adults. In comparison to the estimates of FSP Clients to be served in FY 22-23 that were included in the last MHSA plan, MCBH served 12 adults vs. the estimated 17 and 2 children vs. the estimated 3. Due to the small number of clients served, this report will not disaggregate the data by race/ethnicity or gender. Please see CSS Table 2 below for an outline of the estimated number of FSP clients to be served broken out by age group. These percentages align with MCBH’s current identified need, as well as the Mono County average age distribution.

**CSS Table 2. Estimated Number of FSP Clients to be Served**

	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
Children (0-15)	2	3	4	4
TAY (16-25)	4	4	4	5
Adult (26-59)	12	15	15	15
Older Adult (60+)	5	5	5	5

MCBH has also allocated a significant amount of CSS funds for its MHSA Housing Program. This one-time contribution of funds will fund 13 units in an 81-unit affordable housing development in the heart of Mammoth Lakes called “The Sawyer.” For this project, MCBH has partnered with the Town of Mammoth Lakes (owner of the land) and The Pacific Companies (selected developer) – in addition to the housing units, it will include offices for supportive services, a community space for residents, and a day care facility. Ultimately, this neighborhood will include 400+ units of affordable housing. MCBH partnered with Pacific to complete its non-competitive No Place



Like Home application and was awarded \$500,000 toward the project. As part of the No Place Like Home grant, MCBH developed a supportive services plan with in-kind services. Please visit the link below for more detail on how services will be provided at this housing project.

- [https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral\\_health/page/10057/mono\\_county\\_nplh\\_mou\\_signed\\_-\\_signed.pdf](https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral_health/page/10057/mono_county_nplh_mou_signed_-_signed.pdf)

In summer 2021, Pacific began grading and tree removal and in February 2022 it received a notice of award through HCD's Housing Accelerator Program for the remaining funds required to make the project feasible. In spring 2022, MCBH brought a final loan agreement to the Mono County Board of Supervisors to fund its remaining commitment. In Fall 2022, a significant amount of construction was completed; however, a historic winter put the project behind schedule. Construction will continue through summer and fall 2023 with lease-up anticipated in December 2023. MCBH has budgeted approximately \$1,577,000 for this project over the last several years and the department will finally be expending it in FY 23-24.

The funding for this project was drawn from the Department's Prudent Reserve (which is now housed in CSS) and unspent CSS funding. In fall 2018, the California State Legislature passed Senate Bill 192, which specified a maximum amount of funds that counties could hold in their MHSA prudent reserves. As a result, MCBH transferred approximately \$1,200,000 from its prudent reserve into CSS during FY 19-20. Based upon continued feedback from a wide range of stakeholders that housing is one of the primary problems facing Mono County residents, especially those with mental illness, stakeholders have decided to allocate CSS funding to a housing project in Mammoth Lakes. This program is funded partially through the FSP category and partially through the General System Development (GSD) program.

In FY 23-24 and the years following, MCBH will begin allocating staff time and salaries to the supportive housing program to support the units funded in The Sawyer, this will include time working with the property manager and property management firm, time spent developing eligibility criteria and training staff, and time meeting monthly with housing partners. Additionally, MCBH is budgeting funds for any rental subsidy that may be required for PSH units at The Sawyer and rental subsidy for clients who live in other areas of the county or are not interested in moving into The Sawyer. MCBH also operates a transitional housing program to stabilize a person's living situation and provides services on-site, but this program is grant-funded and does not utilize MHSA funding.

Like the MHSA Housing Program, the Telehealth Services Program is funded in part through FSP and partially through GSD. The Telehealth Services Program includes psychiatry services and therapy services provided via telemedicine through a contractor called North American Mental Health Services (NAMHS). This program also includes a portion of the MCBH Medical Director's salary to provide medication monitoring services and to provide psychiatry services for less complex cases. The therapy services provided through the Telehealth Services Program have also allowed MCBH to maintain continuity of care in the case of internal staff turnover. In the coming fiscal years, MCBH will be exploring the possibility of decreasing its reliance on NAMHS by

increasing its in-house capacity to provide therapy for Spanish speakers and/or by partnering with CalMHSA for telepsychiatry.

The Wrap Program is a well-established partnership between MCBH, Mono County Probation, and Mono County Department of Social Services (DSS). The Mono County Wrap Program can serve up to two families at any given time and “wraps” these families in a variety of services, holds regular family meetings, and helps families meet basic needs like housing, food, etc. (a key strategy identified in the CPPP to promote mental health). A major achievement of FY 22-23 was hiring an experienced Wrap Coordinator who now works 100% on this program. In order to increase the capacity of this program, the Coordinator facilitated and provided:

- Wraparound Information Session, Community Dinner, and Presentation held on 1-31-23
  - Available in person and or zoom
  - Aimed at increasing public awareness of Wraparound with the goal of increasing program capacity to serve youth and families through utilization of natural and community supports.
  - Approximately 40 people attended each session.
  - Surveys were administered to collect volunteers and we are presently utilizing these volunteers to serve youth and families currently enrolled in our program.
- Wraparound Trainings held on 2-1-23 and 2-2-23 facilitated by an expert trainer and real-life youth and families to provide skill building training to our multi-agency team, including our neighboring county Wraparound team (Inyo).
  - 17 staff were present for both days and all who attended were able to not only walk through a wraparound process with real-life families but were able to gain valuable knowledge from the youth and family perspective.
  - This has supported a greater collective understanding of the Wraparound Program in our county amongst direct providers who are serving children and families involved with the Juvenile justice, Child Welfare, Public Health, and Behavioral Health systems.
- Community Presentations
  - Most recently on 4-14-23 (approximately 30 people attended) and 5-3-23 (approximately 10 people attended) coordinator provided two 15-minute presentations on Wraparound focusing on the importance of natural and community supports (Presented at Flag Raising Ceremony and Lion’s Club).
  - Surveys were also administered at each event and more volunteers were collected.

Wrap is funded in large part under FSP with a small part under GSD. In FY 23-24, MCBH will partner with DSS to hire a dedicated Parent Partner (position title: Case Manager I/II/III) with lived experience to work in the Wrap program. This position will be supervised by the Wrap Coordinator.

## General System Development

Within the General System Development (GSD) CSS service category, MCBH funds such services as expanded case management and supportive services, Wellness Center programming, and crisis intervention and stabilization services. As mentioned above, the MHSA Housing Program and Telehealth Services are also funded partially through GSD funds.

The expanded case management and supportive services category enables MCBH to offer services to a wide variety of clients in need of additional supportive services. When determined clinically appropriate, this program includes purchases such as food, phone bills, medication, etc. for clients who do not qualify for FSP services; these purchases must be related to the client's treatment goals. This program has also allowed MCBH to hire both entry level staff and to promote experienced behavioral health staff who are often clients/family members or bilingual and from the Latinx community, thus creating career pathways to higher paying positions, such as Psychiatric Specialist, SUD Counselor, or Staff Services Analyst. In FY 22-23, MCBH hired a Case Manager with lived experience who completed a peer support specialist certification. This staff is funded in part through this program and provides services to clients throughout the county.

In terms of crisis intervention and stabilization, MCBH staff are available 24/7 including responding to crisis calls from the Mammoth Hospital Emergency Department for 5150 assessments and use funds from this program to cover costs like hotel rooms, etc. to help clients stabilize following a crisis. In FY 23-24, MCBH opted to allocate staff time to this program; for the last several years, staff time for this program has been paid either from FSP funding or from grant funding. This program also includes various program costs such as phone costs. MCBH has a long-standing MOU with Kern County for utilization of a crisis stabilization unit in Ridgecrest – both FSP and non-FSP clients use this service when in crisis. Finally, thanks to funding from the Crisis Care Mobile Units grant via DHCS, the department plans to continue its ongoing roll out a Mobile Crisis Response Team in FY 23-24.

MCBH provides wellness center programming in three locations: Walker Wellness Center, Sierra Wellness Center in Mammoth Lakes, and Bridgeport Memorial Hall. Additionally, the department offers wellness programming at the community center in Crowley Lake, . In FY 22-23, the department hired an additional Wellness Center Associate to serve Walker and another to serve Benton (funded under SABG). Wellness Center programming is designed to support the recovery of individuals with mental health conditions, provide a gateway into mental health services, and reduce ethnic and racial disparities.

During MCBH's recent Community Program Planning Processes, attendees at the Foro Latino and in the Benton Tribal Community Focus Group both suggested wellness activities as top ways to reach their communities. As a result, MCBH is already implementing additional programming in Benton (using SABG funds) and dedicated Spanish-only wellness programming in Mammoth Lakes. Wellness programming funded through the Wellness Center Program in FY 22-23 included the following:

- Bridgeport:
  - Walk & Talk
  - Afternoon Tea

- Journaling
- Community art
- Elementary Mindfulness
- 
- Crowley
  - Yin Yoga Stretch
  - Stretch & Relax
  - Mat Pilates
- Walker
  - Arts and Crafts: Kids
  - Parent Project and Dinner
  - Kids Ukulele
  - Men's Meditation
  - Community Garden
  - Hiking
  - Yoga
  - Arts and Crafts: Family
  - Nutrition and Cooking Classes
  - 
  - Walk & Talk
- Mammoth
  - Sunday Senior Doughnut Drop-In
  - Yoga and Guided Meditation
  - Mammoth LGBTQ+ Parent Support Group
  - Mammoth LGBTQ+ Potluck.
  - Circulo de Mujeres in Mammoth
- Programming is also offered in Benton but is funded under another grant

Mono County also experienced a historic winter during which parts of the county were completely isolated for weeks on end. Thanks to MCBH's efforts to hire staff who live throughout the County, the Department was able to offer support and wellness activities to Bridgeport residents forced to shelter at Memorial Hall during dangerous conditions.

## Outreach and Engagement

MCBH offers several CSS programs, services, and activities that are encompassed in its Community Outreach & Engagement program, including the Foro Latino, community socials in outlying areas, a contract for Tribal Dance Classes, and Mental Health Month activities. These programs are designed to engage Mono County's un- and under-served individuals and communities, from both an ethnic/racial perspective and a geographic perspective. Through these programs, MCBH is also able to build trust in its communities and ensure that individuals who need more intensive services from the Department feel comfortable seeking them.

MCBH offered in-person Outreach and Engagement Programming consistently throughout FY 22-23. Community socials took place monthly in Walker, Bridgeport, Benton, and June Lake. In Bridgeport, the social rotates between Memorial Hall and the Bridgeport Indian Colony Community Center. Please note that due to changes in self-identified community needs/focus, the Benton Social is now funded under MCBH's Substance Abuse Block Grant (SABG).

MCBH hosted two Foro Latinos that attracted more than 200 participants each in FY 22-23. These events included information on services provided by various agencies within Mono County, cultural education and celebration, opportunities for cross cultural connections, a presentation on the stigma of mental health in Latino/a/x communities, and resources specifically serving these communities.

MCBH's Mental Health Month celebration in May 2022 was very successful including a suicide prevention walk with more than 200 participants, Wellness Center Open Houses, virtual Stress Management Classes, and community yoga. In May 2023, Mental Health Month events include a Mental Health Family Dinner presented by TANF and OVCD in Walker and in Bridgeport, a Gender Fluidity and Non-Binary Community Gathering, and a Mental Health Resiliency Lunch. MCBH will also be planning to participate in PRIDE month activities through June to reach out to and support our LGBTQ+ community members including our 3<sup>rd</sup> Annual Pride BBQ, a trans community dinner, and an informational booth at the Eastern Sierra Pride Festival.

In FY 22-23, MCBH began contracting with Mono Arts Council to provide Community Powwow Dance Classes in Mammoth and Art Classes for remote areas. The Powwow Dance classes take place twice monthly and are open to all community members. Community Art Classes are held monthly in Bridgeport and Walker. We plan to extend our contract with MAC for FY 23-24.

### CSS Achievements

MCBH has several notable achievements in FY 22-23 thus far, the first being the recruitment and/or retention of three therapists, including one who is Spanish speaking. MCBH has intentionally built a workforce culture designed to retain employees and as shown in the Workforce Assessment, staff are responding well. MCBH also enrolled two case managers who identify as peers into the Peer Support Certification program and so far, one has completed her certification. The department built the capacity of the Wrap Program by hiring a coordinator, holding a series of community events, and planning for a new dedicated parent partner position. MCBH also expanded Outreach and Engagement programming to include Powwow Dance Classes and expanded wellness center programming to include Circulo de Mujeres once again. MCBH also spent significant time in 22-23 preparing for CalAIM and ensuring that clinicians will be able to provide compliant documentation in FY 23-24. Finally, MCBH's permanent supportive housing developer broke ground on The Sawyer and plans to lease units in December 2023.

### Challenges or barriers, and strategies to mitigate

In winter 22-23, Mono County experienced a historic winter, including record-breaking snowfall, long-term road closures, propane explosions, and roof collapses. Staff and clients were

frequently unable to get to the Civic Center and Walker Wellness Center offices and spent hours during storms digging out homes and vehicles. This level of stress certainly increased staff burn out and the MCBH Leadership Team supported staff as much as possible by creating opportunities to connect, encouraging time off, and acknowledging how difficult the winter was.

MCBH now has more staff than ever before and we continue to clarify each staff's roles and responsibilities and try to minimize the number of hats each staff person wears. Another challenge is the high cost of our Telehealth Services Program, which includes psychiatry, and the continued lack of affordable housing in Mono County. As mentioned above, MCBH is considering pursuing telehealth through a collaborative with CalMHSA and is trying to recruit another Spanish-speaking therapist to fill its remaining vacancy. Finally, a barrier to clients' mental health recovery and recruiting and retaining CSS workforce is the lack of affordable housing. MCBH continues to push its Permanent Supportive Housing project forward in hopes that the new housing development will provide housing for mental health clients, as well as other low-income Mono County residents.

### List any significant changes in Three-Year Plan, if applicable

MCBH has made several changes to this Three-Year Plan:

- Beginning in FY 23-24, MCBH will add conservatees and the costs related to their services to the FSP funding category.
- Beginning in FY 23-24, MCBH will add staff salary costs back into the crisis intervention/stabilization program.
- The Benton Social and other Benton wellness activities will be funded through the Substance Abuse Block Grant due to shifts in the community's identified needs.
- Considering changes contractors for the Telehealth Services program in an effort to improve services and reduce costs. MCBH will also consider whether its Medical Director can provide some psychiatry services.
- Payment for MCBH's MHSA Housing Project (\$1,577,123.43) will be made in FY 23-24 instead of FY 22-23.

## PREVENTION AND EARLY INTERVENTION

The Prevention and Early Intervention (PEI) component of the MHSAs includes five different funding categories: Prevention, Early Intervention, Outreach for Increasing Recognition of Early Signs of Mental Illness, Access and Linkage to Treatment, and Stigma and Discrimination Reduction. Please see PEI Table 1 below for an overview of the programs and services offered within each of these service categories.

**PEI Table 1. PEI Service Categories & Programs/Services**

Service Category	Prevention & Early Intervention	Outreach to Increase Recognition	Access/ Linkage to Treatment	Stigma/ Discrimination Reduction
Programs and Services	<ul style="list-style-type: none"> <li>• Peapod Playgroup Program</li> <li>• Walker Senior Center</li> <li>• North Star School-Based Services</li> </ul>	<ul style="list-style-type: none"> <li>• Community Trainings</li> </ul>	<ul style="list-style-type: none"> <li>• Outreach in Outlying Communities</li> </ul>	<ul style="list-style-type: none"> <li>• Community Engagement</li> </ul>

### Prevention & Early Intervention

The Peapod Playgroup Program targets children from birth to five years old and their parents in six communities throughout Mono County. Every year, there are three to four Peapod sessions in each location; each session consists of 10 weekly playgroups in which children and their parents gather together. The program is peer-run (peer-leaders go through a training program) and consists of structured activities for parents and children to participate in together. This provides time for children and their parents to socialize in rural, geographically remote communities where it is easy for families to feel alone. It also provides parents with a forum to ask developmental questions about their children, discuss problems they are having at home, and seek out services with licensed professionals. In Mammoth Lakes, there is also a Peapod Group that serves Spanish-speaking children and their parents.

The expected outcomes/objectives of this program include: decreasing isolation by providing parents and children an opportunity to socialize, de-stigmatizing seeking behavioral health services, linking children and their parents to community services, encouraging school readiness skills, and encouraging early literacy. This program is a community-led and -driven activity that

was created in response to a specific community-identified need. It is a unique form of outreach that provides services within the community that help increase access to services, while providing prevention and early intervention services. Moreover, it helps improve families' engagement in their own communities and with their peers.

The next activity funded through the Prevention category is a portion of the operations at the Walker Senior Center. Located in remote Walker, CA, the Senior Center is a fixture of a community that is 34 percent 60 years and older (2010 Census). This program is operated by Mono County Social Services and typically includes daily lunches for seniors, a welcoming area to spend time during the day, and structured activities ranging from games to informative learning sessions. The senior center lead staff person has been trained in Healthy IDEAS, a depression screening tool for seniors and is trained on how to refer individuals to MCBH for services. Through this partnership with the Walker Senior Center, MCBH has the goal of reducing isolation and building community supports, both of which have been identified as needs in the Community Program Planning Process.

The largest program funded in the PEI category is the North Star School-Based Services Program. North Star's mission is to improve the lives of the clients we serve by providing tools and insights so clients can better recognize, confront, and understand their challenges. Although families are served collaterally, North Star's target population is 100% youth. The North Star School-Based Services Program aims to keep students from falling through the cracks during one of the most critical development periods of their lives. Additionally, North Star aims to reduce mental health stigma in the community and provides a safe place where students and their families can seek needed services.

This program includes portions of Therapist and Behavioral Health Services Coordinator salaries to provide individual and group services, as well as Case Manager salaries to provide in-class wellness in North County. North Star is funded in large part by the Mental Health School Services Act (MHSSA) grant, for which Mono County Office of Education is the lead agency. MCBH has one therapist position that is partially funded out of the MHSSA grant and receives administrative funding for the grant. Other positions that are funded by this grant include a Program Coordinator, two trainee therapists, and a case manager.

## Outreach for Increasing Recognition of Early Signs of Mental Illness

MCBH regularly responds to requests for trainings and the department's director spends a portion of her time advocating for mental health in ways that align with this component. MCBH also holds Mental Health First Aid trainings that are funded under this component.

## Access and Linkage to Treatment

Staff members in North County offer such access and linkage programming as Trauma-Informed Yoga in Walker, Ladies Yoga, and Trauma-Informed Yoga in Bridgeport. MCBH has found that community programming is an excellent way to attract un/underserved individuals and



screen/assess them for referral to more intensive services and this program is designed to achieve this among different age groups in some of our most underserved communities. Additionally, within the Walker community, the program includes regular outreach to the isolated Mountain Warfare Training Center Marine Corps Base, attending social events and building relationships with members of the Walker community and their families.

### Stigma and Discrimination Reduction

To reduce stigma and discrimination, MCBH operates a program called Community Engagement that involves the active management of a Facebook page with English and Spanish content. In winter 2023, MCBH asked its Facebook followers to participate in a survey (to be administered annually) in an effort to measure changes in attitudes, knowledge, and/or behavior regarding being diagnosed with mental illness, having mental illness and/or seeking mental health services. The survey had minimal participation, but the respondents reported that the program is having a positive effect.

In FY 23-24, MCBH is planning to recruit a part-time position to manage content for its Facebook page and possibly expand to other social platforms. The department also received feedback during its CPPP that members of the community like to connect with the live videos and that Facebook remains a good way to reach members of the Latinx community.

### PEI Achievements

MCBH continues to be proud of the way that PEI funding helps the department reach out to un/underserved individuals across the county, including some of the most isolated communities in the County. PEI programming supports individuals of all ages, but through both Peapod and North Star, focuses on prevention and early intervention among youth. As Mono County finishes a grueling winter, the MCBH Director is beginning to provide more community trainings and talks designed to help people understand the signs of mental illness and process the challenges that this winter brought. MCBH is dedicated to continuing to reach more and more people through its PEI programs.

### Challenges or barriers and strategies to mitigate

MCBH's PEI programs still lack some evaluation components, which is evident in the confidential version of the PEI Evaluation Report submitted to the Mental Health Services Oversight and Accountability Commission.

### List any significant changes in Three-year Plan, if applicable

MCBH does not have any significant PEI changes from the last Annual Update.

**PEI Table 2. Program Priority Crosswalk to Senate Bill 1004, WIC Section 5840.7(a), and MHSOAC Information Notice 23-001 Requirements**

Regulatory PEI Priorities	Childhood Trauma & Early Intervention	Early Psychosis & Mood Disorder Detection & Intervention	Youth Outreach & Engagement Strategies	Culturally Competent & Linguistically Appropriate PEI	Strategies Targeting Mental Health Needs of Older Adults
Citations	WIC Section 5840.6(d)	WIC Section 5840.6(e)	WIC Section 5840.6(f)	WIC Section 5840.6(g)	WIC Section 5840.6(h)
Programs and Services	<ul style="list-style-type: none"> <li>• Peapod Playgroup Program</li> <li>• North Star School-Based Services Program</li> </ul>	<ul style="list-style-type: none"> <li>• Community Trainings (OIR)</li> <li>• North Star School-Based Services Program</li> </ul>	<ul style="list-style-type: none"> <li>• Outreach in Outlying Communities (ALT)</li> <li>• Peapod Playgroup Program</li> <li>• North Star School-Based Services Program</li> </ul>	<ul style="list-style-type: none"> <li>• Community Engagement (SDR)</li> <li>• Outreach in Outlying Communities</li> </ul>	<ul style="list-style-type: none"> <li>• Walker Senior Center</li> <li>• Outreach in Outlying Communities</li> </ul>
Estimated Share of PEI Funding Allocated	18%	17%	17%	27%	21%

**“Early identification programming of mental health symptoms and disorders, including but not limited to anxiety, depression, and psychosis” is built into every PEI program operated by Mono County Behavioral Health.**

- (1) Childhood trauma prevention and early intervention to deal with the early origins of mental health needs.
- (2) Early psychosis and mood disorder detection and intervention, and mood disorder and suicide prevention programming that occurs across the lifespan.
- (3) Youth outreach and engagement strategies that target secondary school and transition age youth, with a priority on partnership with college mental health programs and transition age youth not in college.
- (4) Culturally competent and linguistically appropriate prevention and intervention, including community defined evidence practices (CDEPs).
- (5) Strategies targeting the mental health needs of older adults.

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## PREVENTION & EARLY INTERVENTION EVALUATION REPORT (FY 2021-2022): AGGREGATED DATA

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### Background & Purpose

This Prevention and Early Intervention (PEI) report contains aggregated data from all Mono County Behavioral Health's (MCBH) PEI programs. A separate supplementary confidential report, which contains protected health information, will be submitted to the Mental Health Services Oversight and Accountability Commission (MHSOAC) through its secure file transfer system in the near future. The California Code of Regulations (CCR), Title 9, Sections 3560.010, requires specific data to be collected by counties and reported annually. Examples of demographic information that must be collected and reported by the county annually includes: race, ethnicity, age, sexual orientation, and gender. These data allow the MHSOAC to ensure that all counties are meeting PEI requirements within their programs.

MCBH funds a variety of programs with its PEI funds, including the Peapod Playgroup Program, North Star School-Based Services, community trainings, outreach in outlying communities, and a Facebook page. MCBH has collected demographic and outcome data for some, but not all of these programs. In some cases, it is not possible to collect these data due to the nature of the program and in some cases the data collection was not completed due to lack of capacity or a lack of clarity. MCBH has improved some elements of its data collection since FY 21-22, including its measurement of access and linkage to treatment. Additionally, MCBH is launching a new EHR beginning July 1, 2023, which will allow for modern data and reporting capacity.

### Program Descriptions

#### Peapod Playgroup Program

The Peapod Program is a partnership program between MCBH and Mono County Office of Education (MCOE) First 5 which targets children from birth to five years old and their parents in various communities throughout Mono County. Every year, MCBH and MCOE strive to offer three to four Peapod sessions in each location; each session consists of 10 weekly playgroups in which parents and children gather together. The program is peer-run (peer-leaders go through a training program) and consists of structured activities for parents and children to participate in together. This provides time for children and their parents to socialize in rural, geographically remote communities where it is easy for families to feel alone. It also provides parents with a forum to ask developmental questions about their children, discuss problems they are having at home, and seek out services with licensed professionals.

#### North Star School-Based Services: Individual Services & School Wellness Activities

This school-based program targets K-12 youth and includes individual services and school wellness activities, along with group services as needed. North Star focuses on prevention and early intervention strategies and treatments with a purpose to provide quality, culturally

relevant, low-cost counseling services and programming in both individual and group settings to Mono County students and their families.

In FY 21-22, MCBH trained all schools on how to refer students to North Star services; however, in the wake the pandemic and with workforce shortages at MCBH, referrals were lower than usual during FY 21-22. Thanks for a Mental Health School Services Act grant, that began in FY 22-23, MCBH was able the following year to bolster the North Star program with additional staff. All Mono County schools are versed on how to perform a North Star referral for services to MCBH.

The School Wellness component of the North Star program began in FY 21-22 and focuses on introducing wellness activities into school curricula. Programs offered include Kids Yoga, Mindfulness and Meditation, and Diversity Readings. The Diversity Readings wellness activity was developed through MCBH's Cultural Outreach Committee; in this activity, a Wellness Center Associate works with local libraries to identify books for elementary students that discuss justice, equity, diversity, and inclusion and reads them aloud to students to promote open-mindedness, dialogue, and kindness. Demographics for the school wellness component of the North Star program are based upon overall school demographic information.

#### [Outreach in Outlying Communities](#)

MCBH works diligently to recruit and retain staff in as many outlying communities as possible in order to maximize its access and linkage to treatment. In small communities, residents can be wary of government services and frequently experience stigma around seeking mental health services. To help with MCBH's "no wrong door" approach to services, this PEI program hosts community yoga and other wellness-focused programming to help people begin to access MCBH's services in a less intimidating format.

#### [Walker Senior Center](#)

The next activity funded through the Prevention category is a portion of the operations at the Walker Senior Center. Located in remote Walker, CA, the Senior Center is the fixture of a community that is 34 percent 60 years and older (2010 Census). This program is operated by Mono County Social Services and typically includes daily lunches for seniors, a welcoming area to spend time during the day, and structured activities ranging from games to informative learning sessions. The senior center lead staff person has been trained in Healthy IDEAS, a depression screening tool for seniors and is trained on how to refer individuals to MCBH for services. Through this partnership with the Walker Senior Center, MCBH has the goal of reducing isolation and building community supports, both of which have been identified as needs in the Community Program Planning Process.

#### [MCBH Facebook Page](#)

The MCBH Facebook page features a variety of content, including original posts on mindfulness, meditation, Facebook Live activity sessions (yoga, crafts, etc.), general thoughts and considerations of Mental Health, promotion of MCBH events, and shared posts of mental-health related content. The MCBH facebook page has seen great success since COVID-19 and is

now maintaining a high number of followers compared to the department’s previous social media endeavors.

### Community Trainings

In FY 21-22, MCBH hosted a Mental Health First Aid course, as part of Mental Health Awareness month. The course was open to the community and local professionals, and was attended by participants such as MCBH staff, Mono County Office of Education staff, local emergency medical services staff, and others. The course covered emergency response to mental health emergencies and thoroughly covered suicide as a mental health emergency. This program also covers less formal community outreach and trainings that help community members identify the signs of mental illness and what resources exist in our small communities. MCBH’s Director frequently does this informal work in our communities.

### Aggregated Demographic Information

	FY 21-22
<b>Total served</b>	1,837
<b>Age Group</b>	FY 21-22
Children/Youth (0-15)	515
Transition Age Youth (16-25)	238
Adult (26-40)	361
Adult (41-59)	252
Older Adult (60+)	450
Prefer not to answer	1
<b>Primary Language</b>	FY 21-22
English	388
Spanish	86
Other	
Prefer not to answer	3
<b>Race / Ethnicity</b>	FY 21-22
American Indian or Alaskan Native	5
Asian	15
Black or African American	0
Native Hawaiian or other Pacific Islander	0
White	234
Hispanic/Latino	214
Caribbean	0
Central American	0
Mexican/ Mexican-American/Chicano	5
Puerto Rican	0
South American	0
African	0
Asian Indian / South Asian	2

Cambodian	0
Chinese	0
Eastern European	0
European	0
Filipino	0
Japanese	0
Korean	0
Middle Eastern	0
Vietnamese	0
Other	2
More than one race/ethnicity	9
Prefer not to answer	2

**Sex Assigned at Birth** **FY 21-22**

Male	320
Female	1027
Other	
Prefer not to answer	

**Sexual Orientation** **FY 21-22**

Heterosexual or Straight	70
Bisexual	3
Gay or Lesbian	1
Queer	0
Another sexual orientation	0
Questioning or unsure of sexual orientation	0
Prefer not to answer	19

**Gender Identity** **FY 21-22**

Male	311
Female	1027
Transgender Male	
Transgender Female	
Genderqueer/gender non-conforming	4
Questioning/ unsure of gender identity	6
Another gender identity	
Prefer not to answer	

**Disability** **FY 21-22**

No	74
Learning disability	1
Difficulty seeing	7
Difficulty hearing, or having speech understood	15
Other communication disability	0
Developmental disability	0
Dementia	1

Other mental disability not related to mental health	11
Physical / mobility disability	22
Chronic health condition / chronic pain	22
Other	0
Prefer not to answer	9

<b>Veteran Status</b>	<b>FY 21-22</b>
Never served in the military	454
Currently active duty	0
Currently reserve duty or National Guard	0
Previously served in the US Military and received an honorable or general discharge	19
Previously served in the US Military and received entry-level separation or other than honorable discharge	0
Served in another country's military	0
Other	1
Prefer not to answer	2

## Program Outcomes

### Peapod Playgroup Program

The commentary style feedback provided from participating adults of the Peapod program for FY 21-22 proved very positive and useful. The consensus of the served population was that they really enjoyed the sessions and spoke highly of the instructors; below are some key take-aways from the satisfaction surveys.

	<b>STRONGLY AGREE 5</b>	<b>MODERATELY AGREE 4</b>	<b>NEITHER AGREE NOR DISAGREE 3</b>	<b>DISAGREE 2</b>	<b>STRONGLY DISAGREE 1</b>	<b>TOTAL</b>
Met my expectations for a play group	95.83% 23	4.17% 1	0.00% 0	0.00% 0	0.00% 0	24
Was a helpful forum for talking about parenting	83.33% 20	8.33% 2	8.33% 2	0.00% 0	0.00% 0	24
Addressed my family's needs and interests	87.50% 21	4.17% 1	8.33% 2	0.00% 0	0.00% 0	24
Introduced helpful resources	83.33% 20	8.33% 2	8.33% 2	0.00% 0	0.00% 0	24

	STRONGLY AGREE5	MODERATELY AGREE4	NEITHER AGREE NOR DISAGREE3	DISAGREE 2	STRONGLY DISAGREE1	TOTAL	WEIGHTED AVERAGE
Was knowledgeable and well prepared	91.67% 22	4.17% 1	4.17% 1	0.00% 0	0.00% 0	24	1.04
Answered questions and suggested resources	87.50% 21	8.33% 2	4.17% 1	0.00% 0	0.00% 0	24	1.00
Facilitated children's play	91.67% 22	4.17% 1	4.17% 1	0.00% 0	0.00% 0	24	1.04
Facilitated parent interaction	91.67% 22	4.17% 1	4.17% 1	0.00% 0	0.00% 0	24	1.04

	STRONGLY AGREE5	MODERATELY AGREE4	NEITHER AGREE NOR DISAGREE3	DISAGREE2	STRONGLY DISAGREE1	TOTAL	WEIGHTED AVERAGE
I would feel comfortable with seeking mental health care if I felt like I needed some help.	86.96% 20	13.04% 3	0.00% 0	0.00% 0	0.00% 0	23	1.13
I know where to get mental health care in my community.	69.57% 16	4.35% 1	13.04% 3	13.04% 3	0.00% 0	23	1.70
I know how to go about getting mental health care in my community.	69.57% 16	4.35% 1	21.74% 5	4.35% 1	0.00% 0	23	1.61
I know about some of the mental health issues common to families with young kids.	73.91% 17	8.70% 2	17.39% 4	0.00% 0	0.00% 0	23	1.43



## Q5 What were the strong points of the playgroups?

Answered: 17 Skipped: 7

#	RESPONSES	DATE
1	Interaction with other babies	7/21/2022 11:32 AM
2	Building relationships with other moms. Sharing tips, sharing experiences.	7/21/2022 11:30 AM
3	Just interacting with other babies & mamas!	7/21/2022 11:29 AM
4	Being bilingual	7/21/2022 11:27 AM
5	Group play, socialization and meeting other families	7/21/2022 11:26 AM
6	Learning to share, different activities/ toys than at home, relating to other families, making friends	7/21/2022 11:24 AM
7	socializing, kids play	7/21/2022 11:21 AM
8	consistent	7/21/2022 11:19 AM
9	Communication and understanding each child's individual needs. Especially the ones who can not speak yet.	7/20/2022 9:07 PM
10	Ability for my child to interact with other children to hone social skills before preschool.	7/20/2022 9:00 PM
11	socialization, language through song	7/20/2022 8:58 PM
12	Very strong communicator	7/20/2022 8:54 PM
13	very interactive	7/20/2022 8:48 PM
14	Great play opportunities for toddlers! Love parachute and singing time	7/20/2022 8:36 PM
15	Very family oriented. Lara doing that from her heart	7/20/2022 8:34 PM
16	socialization Language through songs	6/23/2022 1:14 PM
17	Consistency	1/25/2022 12:16 PM

## Q6 What suggestions do you have for future playgroups?

Answered: 9 Skipped: 15

#	RESPONSES	DATE
1	NA	7/21/2022 11:29 AM
2	None!	7/21/2022 11:27 AM
3	More playgroups!	7/21/2022 11:26 AM
4	Keep Miss Lara as our Leader!!	7/21/2022 11:24 AM
5	Everything is great. Thank you	7/21/2022 11:21 AM
6	NA	7/20/2022 9:07 PM
7	Bridgeport seems hard o keep a playgroup together--I'm not sure if a different daytime would make a difference or more than one option a week for a playgroup. We have had several conflicting appointments the last few weeks where we have been unable to make the playgroup.	7/20/2022 9:00 PM
8	Offer more playgroups!! We love Peapod!	7/20/2022 8:36 PM
9	Keep like same	7/20/2022 8:34 PM

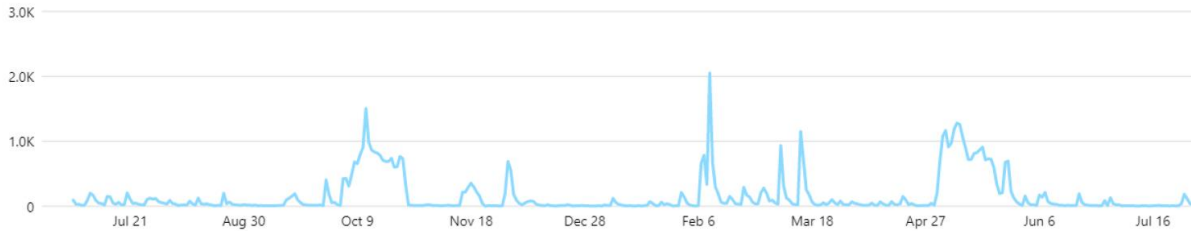
## MCBH Facebook Page

Program outcomes for the MCBH page are determined by social media engagement. Below are three graphs demonstrating the reach, visits, and new likes.

### Results

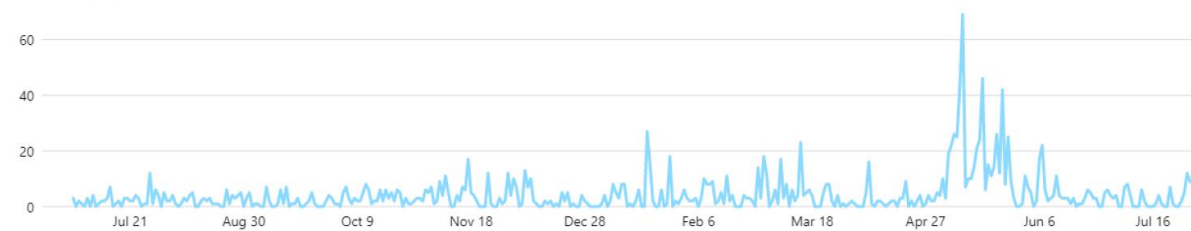
Facebook Page reach ⓘ

19,873 ↑ 182%



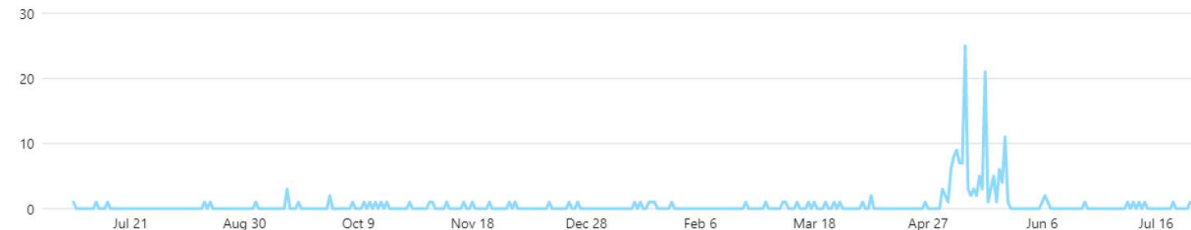
Facebook Page visits ⓘ

1,711 ↑ 368.8%



Facebook Page new likes ⓘ

195 ↑ 650%



In FY 21-22, MCBH began distributing a survey to gather program outcomes that resulted from the MCBH Facebook Page content. The questions in the survey aimed to identify the direct results of viewing our content, in terms of stigma reduction of mental health conditions and getting help for mental health issues. The survey also asked participants to identify feedback and improvement ideas for content and reachability through our page. The results were as follows:

100% of participants strongly agreed that they were more likely to believe anyone can have a mental health condition, or more likely to believe that people with mental health conditions can contribute to society.

100% of participants agreed that they were (1) more likely to seek support from a mental health professional; (2) more willing to talk to a friend or family member if they thought they were experiencing mental distress; and (3) more willing to actively and compassionately listen to someone in distress.

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## INNOVATION

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MCBH had one Innovation project that ended in FY 22-23 (Help@Hand) and another that started in FY 22-23 (Semi-Statewide EHR). The sections below include summaries of these two projects and a brief status update. For full Innovation plans for each of these projects, please visit [monocounty.ca.gov/MHSA](https://monocounty.ca.gov/MHSA).

### Help@Hand (a.k.a. “The Technology Suite”)

This Innovation project was completed February 8, 2023, and will not be sustained in FY 23-24. The summary below includes some initial usage and evaluation data; evaluation reports for this project are completed by UC Irvine and the links to all available reports are included in the Innovation Annual Project Report section.

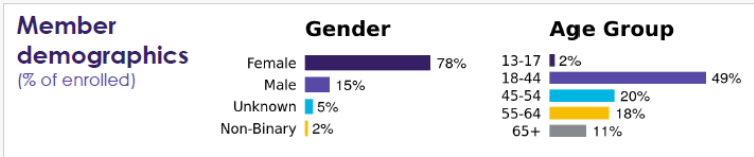
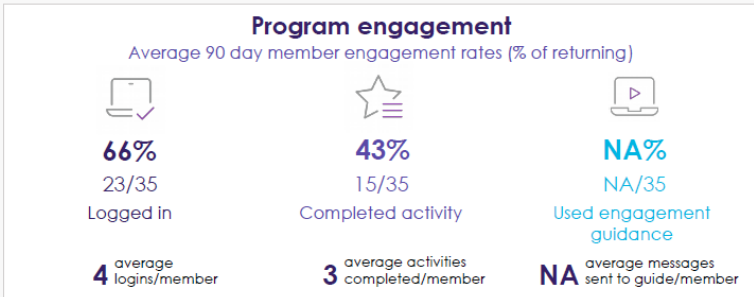
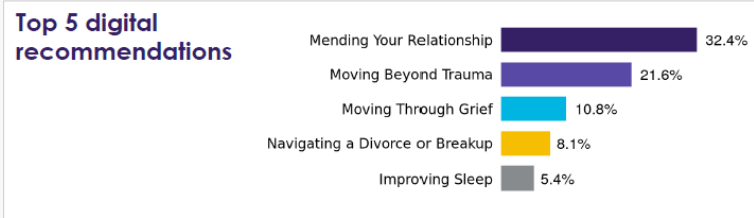
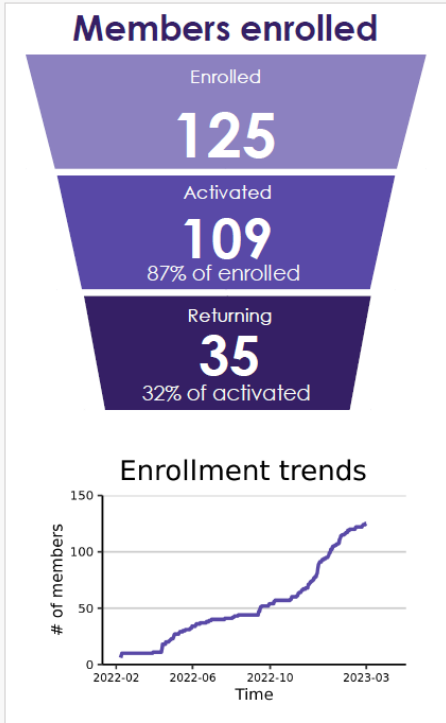
This project, implemented in multiple counties across California, brought interactive technology tools into the public mental health system through a highly innovative set or “suite” of applications designed to educate users on the signs and symptoms of mental illness, improve early identification of emotional/behavioral destabilization, connect individuals seeking help in real time, and increase user access to mental health services when needed. Counties pooled their resources through the Joint Powers Authority, CalMHSA, to jointly manage and direct the use of selected technology products. The first formal name of this project was “Increasing Access to Mental Health Services and Supports Utilizing a Suite of Technology-Based Mental Health Solutions” and was called the “Technology Suite” for short. Farther along in the project, after working with a marketing firm, stakeholders, and peers, the project was rebranded as Help@Hand.

The date that this plan was approved by the MHSOAC was February 22, 2018 and the date that Mono County incurred its first expenses under the project was October 18, 2019 (the official project start date). Mono County Behavioral Health previously requested an extension of time until October 18, 2021, but due to COVID-19 was unable to take critical steps forward in implementation. After submitting a second requested extension of time, the new end date of this Innovation Plan was February 8, 2023, which is in line with other Help@Hand Cohort One counties. The initial time period approved by the MHSOAC was 17 months. This final extension request increased the project time to three years and four months, which allowed Mono County time to locally implement its chosen web and mobile applications. Please see Appendix D for documentation of this timeline.

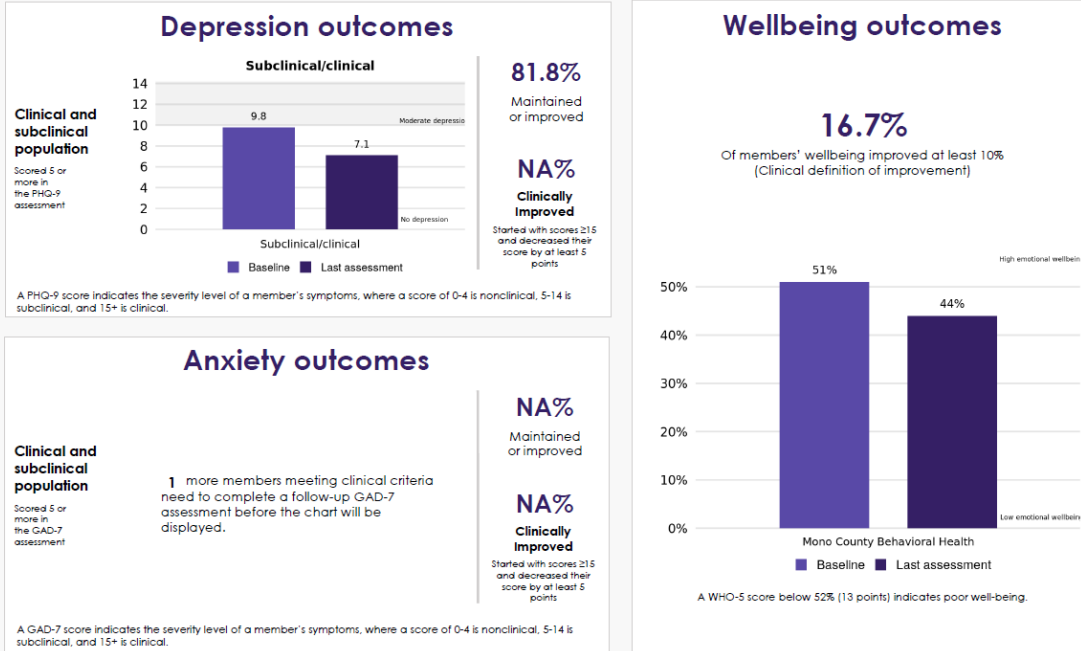
In FY 21-22 on 11/29/21, MCBH formally launched the MyStrength app for Mono County residents to use. The launch was accompanied by an advertising campaign and training for all MCBH staff. In FY 22-23, MCBH continued promoting and advertising the use of MyStrength among clients and the community at large. See below for initial evaluation data:

Mono County Behavioral Health

Program launch: 2021-11-29 Data thru: 2023-02-28



Program launch: 2021-11-29 Data thru: 2023-02-28



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DATA DEFINITIONS

Top 5 digital recommendations

The percentage of returning members that were recommended "Just for You" content or digital courses and programs.

Program engagement

- Logged in:** The percentage of returning members that logged into the myStrength application via the mobile app or the myStrength website at least once in the last 90 days.
- Completed activity:** The percentage of returning members that completed at least one activity in the last 90 days. Members must click the "Finish" button after going through all the steps in order to be counted.
- Engagement guidance:** The percentage of returning members that have sent at least one message to a guide in the last 90 days.  
\*N/A will display if engagement guidance is not a part of the program that was purchased

Clinical outcomes

**PHQ-9** is a validated depression screening tool. Total score is between 0 and 27 with higher scores meaning more symptoms. Metrics show % of members who have taken the PHQ-9 assessment at least twice – once at baseline and at least once more after baseline.

**GAD-7** is a validated anxiety screening tool. Total score is between 0 and 21 with higher scores meaning more symptoms. Metrics show % of members who have taken the GAD-7 assessment at least twice – once at baseline and at least once more after baseline.

**WHO-5** is a validated measure of general wellbeing (not a specific diagnosis or problem). Total score is between 0 and 25 with lower scores showing lower quality of life and higher scores showing higher quality of life. Raw scores are multiplied by 4 to get a percentage score. Metrics show % of members who have taken the WHO-5 assessment at least twice – once at baseline and at least once more after baseline.

\*For each clinical outcome, the reported population has at least 10 members in the program and completed at least two assessments.

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## Help@Hand Program Cost Per Person Estimated Expenditure for FY 22-23 & 23-24

Total Cost of Program	\$24,500
Total Estimate of Participants	125
Total Estimated Cost per Person	\$196
Estimated Cost for Children age 0-17	2 people = \$392
Estimated Cost for Adults age 18-44	61 people = \$11,956
Estimated Cost for Adults age 45-54	25 people = \$4,900
Estimated Cost for Adults age 55-64	23 people = \$4,508
Estimated Cost for Older Adults (65+)	14 people = \$2,744

### Multi-County Innovation Project: Semi-Statewide Enterprise Health Record

Mono County is partnering with the Joint Powers Authority CalMHSA along with more than 20 other California Counties to enter into a Semi-Statewide Electronic Health Record (EHR) project. This project is unique in that it engages counties to collaboratively design a lean and modern EHR to meet the needs of counties and the communities they serve both now and into the intermediate future. This project was approved by the Mono County Board of Supervisors on 10/18/22 as an Annual Update Mid-Year Revision and the Mental Health Services Oversight and Accountability Commission on 1/25/23. The project start date was February 1, 2023. After more than six months of work on implementation, Mono County is slated to go-live with the selected EHR, Smartcare, in July 2023. Through the implementation process, MCBH has opted to participate in several additional services offered by CalMHSA, including revenue cycle billing, state reporting services, client record archival services, and automatic call and text reminders. The vast majority of staff are very excited about learning this new system and ending use of MCBH's legacy EHR. Training of superusers is currently underway as of April 2023 and staff training will begin in June.

The key principles of the EHR project include:

- **Enterprise Solution:** Acquisition of an EHR that supports the entirety of the complex business needs (the entire "enterprise") of County Behavioral Health Plans.

- **Collective Activism:** Moving from solutions developed within individual counties to a semi-statewide scale allows counties to achieve alignment, pool resources, and bring forward scaled solutions to current problems, thus reducing waste, mitigating risk, and improving quality.
- **Leveraging CalAIM:** CalAIM implementation represents a transformative moment when primary components within an EHR are being re-designed (clinical documentation and Medi-Cal claiming) while data exchange and interoperability with physical health care towards improving care coordination and client outcomes are being both required and supported by the State.

**Estimate the number of individuals expected to be served annually and cost per person:**

This semi-statewide project focuses on transforming current EHR systems and processes counties utilize for the provision of behavioral health services. Accordingly, we have not estimated the number of individuals expected to be served annually or the cost associated. As noted previously, the participating counties in the Semi-Statewide Enterprise Health Record project are collectively responsible to serve more than 27% California’s Medi-Cal beneficiaries, or approximately 4,000,000 people. Optimizing EHR platforms used by providers to meet their daily workflow needs can enhance their working conditions, increase efficiencies, and reduce burnout. This increased efficiency translates into more time to meet the needs of Californians with serious behavioral health challenges, while improving overall client care and increasing provider retention.

CalMHSA will partner with RAND to achieve the following preliminary objectives:

- **Objective I:** *Shared decision making and collective impact.* Over the course of the EHR project, RAND will evaluate stakeholder perceptions of and satisfaction with the decision-making process as well as suggestions for improvement.
- **Objective II:** *Formative assessment.* RAND will conduct formative assessments to iteratively improve the new EHR’s user experience and usability during design, development, and pilot implementation phases. This will include:
  - A discovery process identifying key challenges that the new EHR is aiming to improve and establish strategic areas for testing (e.g., efficiency, cognitive load, effectiveness, naturalness, satisfaction).
  - Testing EHR usage with core workflows (e.g., writing progress notes; creating a new client records) as well as common case scenarios (e.g., potential client calls an “Access Center” for services, before or after hours; sending referrals to other agencies or teams) in order to identify opportunities for increased efficiencies / standardization.
  - Iterative testing and feedback of new EHR vendor’s design (wireframes and prototypes) using agreed-upon scenarios, including interviews and heuristic evaluation workshops as appropriate.
  - Identifying performance indicators to gauge success, such as measures of efficiency (e.g., amount of time spent completing a task; number of clicks to access



a needed form or pertinent client information), provider effectiveness, naturalness of a task, and provider cognitive load / burden and satisfaction.

- **Objective III: *Summative assessment*.** Conduct a summative evaluation of user experience and satisfaction with the new EHR compared to legacy EHRs, as well as a post-implementation assessment of key indicators.

### ***Project Learning Goals***

1. Using a Human Centered Design approach, identify the design elements of a new Enterprise Health Record to improve California’s public mental health workforce’s job effectiveness, satisfaction, and retention.
2. Implement a new EHR that is more efficient to use, resulting in a projected 30% reduction in time spent documenting services, thereby increasing the time spent providing direct client care.
3. Implement a new EHR that facilitates a client-centered approach to service delivery, founded upon creating and supporting a positive therapeutic alliance between the service provider and the client.

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## INNOVATION PROJECT REPORTS

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### Help@Hand (a.k.a. Technology Suite) Annual Project Report:

Please see the Year 1, Year 2, and Year 3 evaluation report links below as well as screen shots of the Executive Summaries of each report.

#### Full Year 1 Evaluation Report:

[https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral\\_health/page/10057/helphand\\_annual\\_evaluation\\_report\\_-\\_year\\_1.pdf](https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral_health/page/10057/helphand_annual_evaluation_report_-_year_1.pdf)

#### Full Year 2 Evaluation Report on the MHSA page and the link below:

[https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral\\_health/page/10057/helphand\\_evaluation\\_year\\_2\\_annual\\_report\\_memo\\_v2.pdf](https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral_health/page/10057/helphand_evaluation_year_2_annual_report_memo_v2.pdf)

#### Full Year 3 Evaluation Report on the MHSA page and the link below:

[https://monocounty.ca.gov/sites/default/files/fileattachments/behavioral\\_health/page/10057/helphand-annual-evaluation-report-year-3-calmhsa-memo.pdf](https://monocounty.ca.gov/sites/default/files/fileattachments/behavioral_health/page/10057/helphand-annual-evaluation-report-year-3-calmhsa-memo.pdf)

#### Quarter 1-2 Year 4 Evaluation Report on the MHSA page and the links below:

[https://www.monocounty.ca.gov/sites/default/files/filefield\\_paths/helphand-evaluation\\_y4.q1-2-report.reissue-memo\\_1.pdf](https://www.monocounty.ca.gov/sites/default/files/filefield_paths/helphand-evaluation_y4.q1-2-report.reissue-memo_1.pdf)

[https://helphandca.org/wp-content/uploads/2022/11/Help@Hand-Evaluation\\_Y4.Q1-2-Report.REISSUE-Memo.pdf](https://helphandca.org/wp-content/uploads/2022/11/Help@Hand-Evaluation_Y4.Q1-2-Report.REISSUE-Memo.pdf)

#### Full Year 4 Evaluation Report on the MHSA page and the link below:

[https://www.monocounty.ca.gov/sites/default/files/filefield\\_paths/helphand\\_annual\\_evaluation\\_report\\_year\\_4\\_calmhsa\\_memo.pdf](https://www.monocounty.ca.gov/sites/default/files/filefield_paths/helphand_annual_evaluation_report_year_4_calmhsa_memo.pdf)

## EXECUTIVE SUMMARY

### INTRODUCTION

Help@Hand is a five-year statewide collaborative demonstration project funded by Prop 63 (also known as the Mental Health Services Act) that is designed to bring interactive, technology-based, mental health solutions into the public mental health system through a highly innovative set, or "suite", of mobile applications. The project also integrates Peers (individuals with lived experience of mental health issues and co-occurring issues) throughout the project. Currently, twelve Counties and two Cities participate in the project. These include: Kern, Los Angeles, Marin, Modoc, Mono, Monterey, Orange, Riverside, San Francisco, San Mateo, Santa Barbara, and Tehama Counties; Tri-City; and City of Berkeley.

The primary activities of Help@Hand over the past year can be characterized by four R's: Re-innovate; Re-envision; Re-organize; and Reach.

#### Re-innovate

- Released a Request for Statement of Qualification (RFSQ) in order to add new apps to suite
- Developed a process to pilot new apps
- Established the Help@Hand Peer Model by defining Peers and their role in the project

#### Re-envision

- Identified key strategic priorities to guide the first Tech Suite Innovation collaboration of County/City behavioral health departments in California
- Created and adapted tools, training, and support to help critically examine apps within the behavioral health setting
- Sought guidance from various experts in technology implementation, finance, and digital legal fields

#### Re-organize

- Reorganized the budget model:
  - Allocated more funds for local control to allow more decision-making autonomy and resources for County/City level implementation
  - Retained funds at the Collaborative level to allow cost sharing for common needs

#### Reach

- Met with local stakeholders to provide updates and gather feedback on topics such as digital mental health literacy
- Published first Quarterly Stakeholder Update Report and began planning webinars for the public
- Created the Help@Hand brand and developed a marketing plan

## HELP@HAND EVALUATION ACTIVITIES AND FINDINGS (YEAR 1- SEPTEMBER 2018 TO DECEMBER 2019)

### **Market Surveillance examined technologies in the marketplace similar to Help@Hand and found:**

- There is considerable variability in the app marketplace.
- The content or functions of apps change, sometimes quickly, due to updates. Furthermore, apps frequently are added or removed from the marketplace or change names.
- Digital phenotyping apps were not widely available for the public.
- Obtaining usage data will be key to measuring the success of Help@Hand apps.
- Only a small number of users ever used the app again after the day of download.

### **Site Visits with County Leadership, Clinicians, and Staff found:**

- A particular technology's success is likely influenced by contextual factors outside the technology itself, including perspectives of leadership, providers, and Peers.
- Help@Hand technologies met with initial enthusiasm from clinicians, but unanticipated barriers resulted in challenges with meeting those expectations.
- Positive impressions are not sufficient to lead to successful implementation.
- Developing local champions appears to be a key strategy for achieving effective communication and knowledge, as well as successful implementation.
- Using technology in mental health service delivery is new and unanticipated challenges are likely to occur. Identifying and addressing these challenges quickly is important to maintain positive impressions and engagement.

### **Peer Program Evaluation consisted of interviews and surveys, and indicated:**

- Peers are a ready and valuable resource with great potential to inform the appropriate selection and deployment of Help@Hand technology.
- There was a great deal of variability in how Peers were identified, hired, trained, managed and supervised.
- More clearly defining the Peer role and providing appropriate support will facilitate retention.

### **Data collected through heuristic evaluations and surveys/interviews/focus groups with community members and technology users revealed:**

- Community members see the potential value of using mental health technologies.
- Community members also revealed barriers to adoption and continued use of mental health technologies.
- Addressing usability concerns will be critical for encouraging the adoption and continued use of these technologies.

**Work conducted on the outcomes evaluation and data dashboard consisted of:**

- Working with the California Health Interview Survey and California Health and Human Services to develop a state-wide data collection strategy to assess Help@Hand outcomes.
- Identifying comparison counties to better understand the impact of Help@Hand.
- Incorporating multiple stakeholder perspectives to choose a mental health stigma measure through a community-based selection process.
- Obtaining publicly available data.

**Preliminary work to evaluate the second Request for Statement of Qualifications (RFSQ) process suggests:**

- Providing clear instructions to Vendors on information that should be presented during demos will make it easier for Counties to compare across technologies.
- Information related to available features, data storage, sharing, and security is important and useful to collect from Vendors.
- Understanding information related to the user experience of the apps is important to avoid the risk of wasting Counties' time, effort, and money.
- Standardizing processes, data collection strategies, and tools across Counties will enhance the value of the information that Counties will obtain from their efforts.



*Recommendations based on findings from Year 1 are provided on page 63-65.*

## Year 2 Executive Summary:

### EXECUTIVE SUMMARY

#### INTRODUCTION

Year 2 of the Help@Hand project was marked by the same critical ruptures, social upheavals, and unprecedented challenges that have shaped 2020 for all of us, and have made the work of providing targeted and accessible digital mental health therapeutics newly profound for our communities.

The COVID-19 pandemic has revealed itself to be a generation-defining complex of interrelated crises—not only the public health emergency which is still overwhelming Help@Hand counties/cities, but also new crises of rampant unemployment, housing issues, and much more. Meanwhile, 2020 witnessed thousands of protests that have demanded an evolution of the conversation around systemic racism and its effects in communities of color. And through all of this, the year in politics culminated in the national election in November, with Joseph R. Biden Jr. and Kamala D. Harris, respectively, selected as the President and Vice President of the United States.

The past year had several challenges, but also gave way for communities to speak loudly and clearly about their needs, strengths, fears, and hopes. 2020 revealed all of these needs to be inextricably linked, and emphasized the collective toll on mental health. And yet, Year 2 of the Help@Hand program has afforded a vital opportunity to respond to community need with renewed dedication and community-driven effort.

Year 2 of the project was a year of careful community needs assessments, rigorous assessment of digital therapeutic technologies and market surveillance, thoughtful piloting and implementation phases, and vital shared learnings across the collaborative with an emphasis on even greater cross-unit collaboration moving forward. Critical insights into the needs and trends of different linguistic communities, age groups, and regions with respect to the use of digital and online mental health tools were gained. A high-level overview of Year 2 program and evaluation activities as well as learnings is provided below. As the program looks ahead to Year 3, it will continue to build upon the successes and learnings of this unparalleled, yet incredibly formative year.

#### HELP@HAND EVALUATION ACTIVITIES AND LEARNINGS

##### SYSTEM EVALUATION- MARKET SURVEILLANCE, ENVIRONMENTAL SCAN, AND COLLABORATIVE PROCESS EVALUATION

The Year 2 system evaluation focuses on evaluating system-related factors that may affect Help@Hand. It presents evaluation activities and learnings from the market surveillance, as well as the status of the environmental scan and the collaborative process evaluation. Findings include:

- User experience assessment suggests that many mental health apps offer interesting, engaging, and easy-to-use support. However, limited accessibility features indicate that not everyone can get on-demand support from these apps and may face barriers beyond ease of use.
- User experience, downloads, and engagement were higher for chatbot apps than for meditation or peer support apps.
- Digital phenotyping, an approved component of Help@Hand technologies, is not a widely available feature in publicly available mental health apps.
- Apps identified through Help@Hand's most recent Request for Statement of Qualification (RFSQ) tended to underperform in the marketplace in terms of number of downloads and number of monthly active users.

## PEER EVALUATION

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The evaluation of the Peer component carried out in Year 2 documents Peer activities, identifies successes and challenges to implementing the Peer component, and shares lessons learned across the Collaborative. Findings include:

- Peers are playing an active role in supporting the Help@Hand program across the Collaborative. There is enthusiasm overall for the contribution of the Peer component to the Help@Hand project.
- Digital educational materials can be delivered remotely to address digital literacy, in response to the in-person constraints brought about by COVID-19.
- Peers have been engaged in digital product testing throughout Year 2, and counties/cities plan to sustain this engagement into Year 3.
- Over time, more counties/cities are reporting successes with incorporating Peer input into Help@Hand decisions, but challenges to program implementation are being reported by an increasing number of counties/cities.

## COUNTY/CITY TECHNOLOGY, USER EXPERIENCE, AND IMPLEMENTATION EVALUATION

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In Year 2, the Help@Hand evaluation team conducted needs assessments to assure that technologies remain appealing and accessible to all users throughout the reach of the Collaborative. In particular, the needs of Los Angeles community college students and individuals within the Riverside County Deaf and Hard of Hearing Community were assessed, and plans for additional assessments with Orange County were initiated.

Marin, Riverside, San Francisco, and San Mateo Counties, as well as City of Berkeley and Tri-City explored different technologies with target populations to provide valuable feedback about how well or poorly specific technologies were received, which in turn will inform the pilot and implementation phase of selected technologies.

Meanwhile, Los Angeles, Marin, San Francisco, San Mateo, Santa Barbara, and Tehama Counties planned pilots to test potential technologies. A few of these pilots were paused or discontinued for various reasons. At the same time, Los Angeles and Orange Counties implemented technologies, with the intention of offering these technologies to a larger group of community members or using them for the remainder of the project.

In addition, the Help@Hand Collaborative developed a framework to rapidly launch technologies to respond to the needs of their communities during COVID-19. Riverside County developed and launched a peer-chat app called Take my Hand in 2020. San Francisco County is planning to partner with Riverside County on piloting this app as well in 2021. Another technology launched was Headspace, which Los Angeles and San Mateo Counties began offering to county residents in 2020. San Francisco plans to launch Headspace in their county in 2021.

Also, Monterey and Los Angeles Counties released a Request for Information and created a Request for Proposal as part of their development of a tool that screens and refers residents of Monterey County.

Finally, Kern and Modoc Counties completed their projects and transitioned off of Help@Hand. Exit interviews were conducted with both counties.

## OUTCOMES EVALUATION AND DATA DASHBOARDS

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The outcomes evaluation assesses Help@Hand's overall impact in the state of California. Key findings include:

- For both teens and adults, individuals with higher distress levels were more likely to have used online tools to connect with other individuals living with similar addiction or mental health conditions.

- California Health and Human Services (CHHS) and its Institutional Review Board (IRB) approved the Help@Hand evaluation team request for data from vital statistics, which allowed the evaluation team to start analyzing data regarding suicides, and drug and alcohol overdoses. The analysis of the five-year baseline period from 2015 to 2019 revealed that the general rates of suicide and overdose are generally slightly higher in comparison counties than in Help@Hand counties.

## RECOMMENDATIONS

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Recommendations based on evaluation learnings are provided on page 97 for the Help@Hand Collaborative and the individual Help@Hand counties/cities.



## Year 3 Executive Summary:

# EXECUTIVE SUMMARY

Help@Hand began to stabilize in its third year of the project, as several counties/cities successfully piloted and implemented technologies to support the mental health needs of their communities.

Collaboration between counties/cities participating in the project continued to be instrumental to project success. Counties/cities learned from each other and even partnered with each other to plan technology launches across California. At the same time, the project also experienced shifts with some counties/cities graduating from the Collaborative.

Additionally, Peers were an essential part of the project in Year 3. Peers contributed in multiple ways and supported key successes across the project. They also provided insights to strengthen and improve the project.

Multiple evaluation activities were conducted in Year 3. This report synthesizes learnings from these various activities.

## HELP@HAND EVALUATION ACTIVITIES, LEARNINGS, AND RECOMMENDATIONS

### System Evaluation

Headspace, myStrength, and comparable apps were reviewed in Year 3. Learnings from the review include:

- Ensure that content within a particular app product aligns with program goals.
- Plans for implementing a product within a particular community should be built upon how the product is expected to be used by community members.

The Help@Hand evaluation team also interviewed CalMHSA leadership in the beginning of Year 3. The interview identified common project learnings:

- Needs assessments and stakeholder input are important when planning to implement a technology because they provide insight on which technologies would be most beneficial to the community.
- Successful technology pilots and implementations should recognize cultural differences and consider the specific needs of target populations.
- Low levels of digital literacy remain a barrier for consumers adopting apps.
- An essential component for project management was streamlining processes during planning, executing, and monitoring technology launches.

### Peer Evaluation

Quarterly surveys and bi-annual follow-up interviews were conducted with Peer Leads. Surveys and interviews were conducted with Tech Leads in counties without a Peer Lead. Findings include:

- Peer activities this year included product testing, community outreach, digital literacy training, device distribution, and piloting technology.
- Help@Hand Peers had several successes, including meaningful contributions to the Help@Hand project. A frequently reported contribution was increased visibility in the program through delivering presentations to committees and community organizations. Improved communication across the Collaborative and workplaces were other successes.
- A number of recommendations were offered. Recommendations can be found on page 32.

<sup>1</sup> Help@Hand defines a Peer as a person who publicly self-identifies with having a personal lived experience of a mental health/co-occurring issue accompanied by the experience of recovery. A Peer has training to use that experience to support the people they serve.

### County/City and Consumer Experience Evaluation

Help@Hand counties/cities were involved in a number of activities in this period. These included:

- Los Angeles, San Francisco, San Mateo, and Santa Barbara Counties, and the City of Berkeley provided free subscriptions to Headspace. Evaluation of these efforts included app data, consumer surveys, and exploration surveys.
- Riverside County continued to support their community with TakemyHand™, their Peer support platform, and partnered with San Francisco County to plan a pilot of TakemyHand™.
- Orange County continued the implementation of Mindstrong with clients at a local healthcare provider. The evaluation included surveys and interviews with clients and referring providers, along with app data.
- San Mateo County concluded their pilot of Wysa. Data from their local evaluation is spotlighted in this report.
- Marin County completed a pilot myStrength. Findings from consumer and staff surveys and interviews are included in this report, along with myStrength app data. Mono and Tehama Counties, along with City of Berkeley and Tri-City began, or made plans, to offer myStrength.
- Monterey and Los Angeles counties began working with CredibleMind to build a mental health technology that would screen and refer residents to county mental health services.
- Other technologies were provided, or planned to be provided, by several counties/cities. Los Angeles County offered iPrevail to county residents. Riverside County began a pilot of A4i. Los Angeles County also began planning for use of MindLAMP and Syntranet. Marin and Riverside Counties reviewed and considered various technologies to pilot and implement.
- Needs assessments with Behavioral Health Services clients and members of Riverside County's Deaf and Hard of Hearing Community were planned by Orange and Riverside Counties, respectively. The needs assessments seek to understand perceptions of mental health, use of technology to support mental health, and desired resources to support mental health.
- Kern and Modoc concluded their projects and transitioned off of Help@Hand.

### Outcomes Evaluation and Data Dashboards

The California Health Interview Survey (CHIS) included questions on the use of mental health resources that were specifically tailored for the Help@Hand program. Important findings were:

- A significant increase was found from 2019 to 2020 in the percent of people who use the internet and social media almost constantly or many times a day across California.
- Adults who used an online tool to support mental health reported higher levels of usefulness in 2020 than in 2019.
- There was a slight decrease in the percentage of adults who reported using social media, blogs, or online forums to connect with people with similar mental health or alcohol/drug concerns from 2019 to 2020.

### Recommendations

Recommendations based on evaluation learnings include the following. More details are provided on page 141.

- Planning implementation strategies that recognize and address the unique circumstances of key target audiences may improve product uptake and maintenance.
- Managing resources is key to delivering a successful project because it plays an important role in setting project expectations, improving implementation processes, and increasing the likelihood of success.
- Considering needed approvals should take place early in the planning process to improve timeline adherence.

- Creating effective and reliable avenues for sharing information continues to require consideration. It is recommended that current strategies for supporting project communication be reviewed with an eye toward building and supporting effective communication strategies and eliminating those that have been ineffective.
- Involving partners early on and considering their own resources and requirements may impact timelines.
- Developing an open and collaborative relationship with technology vendors continues to emerge as an important learning.
- Recruiting, training, engaging, and involving Peers in decision making processes remain an important need across the project. Continuous efforts to center and elevate Peer voices is essential for success. Systems for continuous collaboration and information sharing across counties/cities for all Peers is also needed.
- Training and supporting providers can facilitate product uptake. Refresher trainings, coaching, and additional materials (e.g. flyers) can be helpful.
- Considering users' early impressions of a technology and evaluating whether the content meets users' long-term needs at later time points help understand user engagement.
- Consenting users requires careful consideration, time, and resources. Counties/cities have encountered numerous hurdles in their efforts to develop their consent process.
- Addressing digital literacy continues to be a need in the community, especially with vulnerable populations, communities of color, and individuals identified as limited English Proficient. It is recommended that local efforts to address the digital literacy divide be documented (e.g. create a white paper), integrating knowledge around availability of federal and statewide resources.
- Improving efficiencies as well as streamlining and simplifying processes across the project occurred this year. Recommendations include developing project management documentation at the local level, which can then be distributed across Help@Hand to serve as a source of ideas.
- Using a one-size-fits all model for project planning and management is not well-suited to such a large and diverse program. Efforts to tailor to individual county/city and project needs have proven to facilitate progress across Help@Hand.
- Marketing a planned implementation is a key component for bringing the target audience to a product. Attracting a specific target audience requires that the marketing strategy be unique and tailored, rather than generic and broad.
- Distributing devices happened in many counties/cities. Consider developing a white paper on device distribution that synthesizes learning and recommendations, including providing information about local, state, and federal support programs.
- Placing kiosks in key client locations can be an effective way of reaching many people.
- Sharing actionable insights continue to benefit the Collaborative. Identifying strategic efforts for addressing best practices for disseminating information across the collaborative will accelerate program impact.
- Considering opportunities for sustainability and lasting impact of project outputs should continue to be prioritized.

Over the last six months, counties/cities in the Help@Hand project worked on technology pilots and implementations. They also distributed devices and provided digital literacy trainings. Peers<sup>1</sup> played a pivotal role in these activities. For all efforts, the counties/cities conducted evaluations that informed key decisions in current and future endeavors.

## HELP@HAND EVALUATION ACTIVITIES, LEARNINGS, AND RECOMMENDATIONS

### Cross County/City Lessons Learned Evaluation

The cross county/city process evaluation examines processes, interactions, and collaborations across the counties/cities and stakeholder groups to identify important learnings. Interviews with Tech Leads were conducted in May 2022. Findings included:

- Help@Hand counties/cities experienced many successes, challenges, and learnings related to product launches, staffing, contracting, device distribution, digital literacy, product development, project operations, and data analysis and evaluation.
- Counties/cities provided recommendations that could improve collaboration between Help@Hand counties/cities. Recommendations included forming focused sub-groups, providing opportunities to review reports/learnings, sharing with counties/cities outside of Help@Hand, and developing a more structured road map to help counties/cities determine activities in which to participate

### Peer Evaluation

Quarterly surveys with Peer or Tech Leads (for counties/cities with no Peer Lead) were conducted between January 2022-March 2022. Findings in Quarter 1 of Year 4 included:

- Peers were involved in several activities, including community outreach, digital literacy training and technical support, product testing and piloting, and device distribution.
- Many successes were reported in this period. Peers reported benefits to Peers themselves (e.g., employment, professional development, increased visibility) and community members (e.g., access to mental health support services). Peers also contributed in ways that resulted in meaningful impact to the project.
- A number of challenges were identified. Workforce related challenges included difficulties maintaining a robust Peer workforce, the small size of the Peer workforce, and Peers having to divide effort across multiple projects. Other reported challenges included lack of information sharing within each county/city and unclear decision-making processes across the collaborative.

### Pilot and Implementation Evaluation

Help@Hand counties/cities were involved in many activities. These included:

- Los Angeles, San Francisco, and Santa Barbara Counties, and the City of Berkeley provided free subscriptions to Headspace. San Mateo County completed their Headspace implementation in September 2021. Findings from app data and consumer surveys are presented in this report.
- City of Berkeley continued their myStrength implementation. Mono County and Tri-City launched their implementations of myStrength. App data from these implementations are presented in this report. myStrength efforts in Marin and Tehama Counties were paused.

<sup>1</sup> Help@Hand defines a Peer as a person who publicly self-identifies with having a personal lived experience of a mental health/co-occurring issue accompanied by the experience of recovery. A Peer has training to use that experience to support the people they serve.

- Riverside County continued to support their community through TakemyHand™, their Peer support platform. San Francisco County partnered with Riverside County to plan a pilot of TakemyHand™.
- Monterey and Los Angeles Counties continued to work with CredibleMind to build a mental health technology to screen and refer residents to county mental health services. Monterey County also conducted a needs assessment of consumers and clinicians.
- Riverside County continued recruitment and evaluation activities with clients and providers for their A4i pilot, while Los Angeles County offered iPrevail to county residents.
- San Mateo County launched their Wysa implementation and tested Wysa among a small group of behavioral health clients.
- Counties/cities planned other technology launches. Los Angeles County planned implementations of MindLAMP and Syntranet, Riverside County planned a pilot of Recovery Record, and Santa Barbara County planned a pilot with Bambu.
- Many Help@Hand counties/cities provided digital literacy training and distributed devices. Riverside county continued to implement an assessment tool to understand clients' holistic health needs. The county also conducted a needs assessment of the Deaf and Hard of Hearing Community.

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### Outcomes Evaluation

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Planning for the evaluation of the effect of Help@Hand on achieving its shared learning objectives continued. This included:

- Counties/cities, technology vendors, and the Help@Hand evaluation team continued to plan how to collect data from apps and other sources.
- Data from the California Health Interview Survey (CHIS) was collected.

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### Recommendations

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Recommendations based on evaluation findings can be found on page 123.

In Year 4, Help@Hand counties/cities worked on technology pilots and implementations. Counties/cities also provided digital literacy trainings and distributed devices. Peers<sup>1</sup> were an essential part of the project and supported key successes. Counties/cities conducted multiple evaluation activities to inform decisions in current and future endeavors. One county concluded their Help@Hand project and others prepared to end their projects.

**HELP@HAND EVALUATION ACTIVITIES, LEARNINGS, AND RECOMMENDATIONS**





**Cross County/City Process Evaluation**

The cross county/city process evaluation identifies successes, challenges, future plans, and lessons learned. Findings included:

-  Counties/cities identified several successes related to executing contracts, launching projects, analyzing data, engaging in collaborative activities, and conducting digital literacy trainings.
-  Many counties/cities experienced staffing challenges, including staff shortages and competing priorities and demands.
-  Future plans for the Help@Hand project focus on community outreach, product deployment, and device distribution.
-  Timeline flexibility and including team members with specialized training were important lessons learned.






**Peer Evaluation**

The Peer evaluation aims to document Peer activities, identify successes and challenges, and share lessons learned. Findings included:

-  Peers engaged in multiple activities and provided valuable input.
-  Peers found the Help@Hand Collaborative to be a useful resource for sharing insight and learning about innovative strategies to provide services.
-  Staffing, contract-related delays, and uncertainty of future funding were challenges identified by Peers.
-  It was important to adapt to changing or unexpected project timelines.

**Pilot and Implementation Evaluations**

Help@Hand counties/cities worked on many activities in Year 4. These included:

-  The City of Berkeley, Los Angeles County, and Santa Barbara County continued to provide free Headspace subscriptions. The evaluation of these efforts included app data and consumer surveys.
-  Mono County and Tri-City launched their myStrength implementation. The City of Berkeley concluded their myStrength implementation. Marin and Tehama Counties paused their myStrength efforts. App data, consumer surveys, and staff surveys/interviews are presented in this report.
-  Los Angeles County continued to implement iPrevail. The county also implemented SyntraNet within the county system. The planning of MindLAMP was discontinued.
-  Monterey County built and implemented their screening and referral tool, WellScreen Monterey.
-  Riverside County continued to implement TakemyHand™, their Peer support platform. Riverside and San Francisco Counties continued to plan a pilot of TakemyHand™.

<sup>1</sup> Help@Hand defines a Peer as a person who publicly self-identifies with having a personal lived experience of a mental health/co-occurring issue accompanied by the experience of recovery. A Peer has training to use that experience to support the people they serve.



Riverside County continued to offer A4i with their clients. The county also planned a pilot with Recovery Record to support eating disorder recovery.



San Mateo County concluded their Help@Hand project in September 2022. The county offered Wysa and Headspace over the course of their project. They also distributed technology devices and provided digital literacy trainings.



Several counties/cities provided digital literacy trainings and/or technology devices to their communities. Additionally, Riverside County continued to assess clients' health needs. The county also continued a needs assessment for the Deaf and Hard of Hearing Community.

### Outcomes Evaluation

The outcomes evaluation examines Help@Hand across the state of California. Data from the California Health Interview Survey (CHIS) found:



A higher percentage of teens and adults expressed a need to see a mental health professional in 2021 compared to 2019.



Teens, young adults, and individuals with high psychological distress widely used technology. The use of online tools to support mental health was significantly higher in 2021 compared to 2019.



In 2021, adults with high psychological distress from Help@Hand counties/cities found online tools to be significantly more useful than their counterparts from counties/cities not participating in Help@Hand.

### Recommendations

Recommendations based on evaluation findings are on page 153. Key recommendations included:

- **Marketing and Outreach:** Work with marketing firms to develop tailored marketing strategies and partner with local organizations as well as participate in community events to promote efforts among core audiences. Update marketing materials on a regular basis.
- **Consumer Recruitment:** Allocate ample time to build relationships with consumers and provide a concise program summary for participants to facilitate a smooth enrollment process.
- **Consumer Experience:** Consider that each individual consumer has unique needs and engage with technology in different ways. Ensure resources and language options provided by a technology support consumer experience.
- **Digital Literacy:** Customize how to deliver digital literacy support to suit diverse core audiences. Offer technical assistance for those with limited digital literacy.
- **Device Distribution and Kiosks:** Challenges related to distributing devices and installing kiosks may include internet connectivity problems or individuals damaging or misplacing the equipment. Proactively prepare to address such challenges by providing additional devices, deploying management software, and/or collaborating with a proficient IT agency.
- **Stakeholder Communication:** Begin to involve stakeholders early in the project and allow adequate time to review and approve contracts to prevent project delays.
- **Project Planning:** Understand program expectations, requirements, and future activities to determine adequate resources, time, and personnel to support the program.
- **Peers:** Peer involvement is crucial. Address needs related to expanding the Peer workforce, integrating Peer input, and prioritizing community needs.

- **Working with Partners:** Working with vendors may address internal staffing challenges. Ensure mutual understanding on agreed-upon deliverables, review materials created by vendors, and allow sufficient time to resolve any potential issues that may arise during the collaboration.
- **Learning Collaboration:** Consider how to disseminate actionable insights and lessons learned with those within Help@Hand and beyond to achieve long-term impact of the project.
- **Evaluation:** Understand the type of consumer information that will be collected and the method of collection (such as via vendors, surveys, analytic software, or other means) to inform evaluation plans. Adopt various strategies to improve the response rates of surveys.
- **Project Closing and Sustainability:** Begin planning as early as possible how to sustain the project after it ends. Disseminate knowledge and insights gained from the Help@Hand project to benefit others.

Various terms are used in the health literature to refer to individuals that receive in-person or digital health care, such as consumer, user, client, patient, and person (Flores-Sandoval et al., 2021). The Help@Hand evaluation team generally prefers to use the word consumer, as it is broader than “user,” “client,” or “patient.” It can also encompass anyone using a service or product, while being more specific than “person.” Furthermore, Help@Hand counties/cities provided feedback during discussions early in the project and preferred “consumer” over other terms. That said, the reader will notice the use of these other terms throughout the document, where the term “user” is commonly used when reporting on data related to app user or experience.



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## WORKFORCE EDUCATION AND TRAINING

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The Workforce Education and Training (WET) program includes five different funding categories, including Training and Technical Assistance (TA), Mental Health Career Pathway Programs, Residency and Internship Programs, Financial Incentive Programs, Workforce Staffing Support. MCBH does not presently have a full time WET Coordinator. Instead this position is filled by the Program Manager, Amanda Greenberg, MPH. See WET Table 1 below for a summary of these programs, which promote community collaboration, cultural competence, and wellness and recovery.

**WET Table 1. WET Service Categories & Programs/Services**

Service Category	Training/Technical Assistance	Residency/Internship	Financial Incentive
Programs and Services	<ul style="list-style-type: none"> <li>• Trainings &amp; Conferences</li> </ul>	<ul style="list-style-type: none"> <li>• Staff Supervision</li> </ul>	<ul style="list-style-type: none"> <li>• Loan Assumption Program</li> <li>• Retention Program</li> <li>• Project Cultivate</li> </ul>

### Training/Technical Assistance (TA):

MCBH continues to coordinate and fund training, TA, and other related activities for staff members under its Trainings and Conferences Program within the Training/Technical Assistance funding category. Staff are encouraged to work with their supervisors to create training and professional development goals and seek out ongoing education both locally and regionally that aligns with those goals. Department leadership also identifies training needs and opportunities that align with MCBH’s vision, mission, and core values.

In FY 22-23, MCBH conducted the majority of its trainings and in-services using a hybrid work model with some staff in-person and some staff participating remotely; trainings ranged in topic from vulnerability in the workplace to clinical topics like Risking Connection and CBT-I and from managing aggressive behavior to compliance-related topics. Additionally, thanks to the foundational work done by the MCBH Racial Equity Committee in FY 21-22, MCBH continued its ongoing implementation of its Racial Equity Work Plan, which includes trainings, activities, and goals designed to institutionalize anti-racism work within the Behavioral Health Department. MCBH has used funding from this category to cover the costs of several trainings related to this plan and Department staff continue to participate in the County-wide Justice, Equity, Diversity, and Inclusion (JEDI) Committee.

In FY 22-23, one member of the MCBH Leadership Team attended the CIBHS Leadership Institute for Behavioral Health professionals, several staff took advantage of funding to pursue college classes outside of work hours, and another staff attended an in-depth clinical development training to develop his specialty. MCBH found during its assessment of workforce and training needs that the majority of staff are happy with the amount and mix of current trainings offered and that the vast majority feel supported by their supervisors in terms of professional development. In FY 23-24, 24-25, and 25-26, MCBH will be incorporating feedback from this assessment to create its annual training plans and it is anticipated that several leadership staff will pursue a CSAC Leadership Credential.

### Residency and Internship Programs:

MCBH frequently has intern staff. Funds from this category have been used in FY 21-22 and FY 22-23 to pay for the costs to supervise post-graduate interns or the contract for supervision of LCSW staff. Until current staff receive their licensure, MCBH will continue to utilize this funding for these purposes in FY 23-24 and beyond.

### Financial Incentives Programs:

In this loan assumption program, MCBH pays back up to \$10,000 per year on the principle of student loans for individuals in “hard to recruit and retain” positions. MCBH believes that this program helps retain its staff, which is a significant concern in remote Mono County. The department will be continuing this program from 2023-2026 as funds allow. In FY 22-23, MCBH had four staff take advantage of this benefit, including two administrative staff and two clinical staff. As indicated in its Assessment of Current Capacity section above, MCBH classifies all its positions as difficult to recruit and retain and therefore eligible for its loan assumption program. Two staff accessed the loan repayment through the local process and two access the loan repayment benefit through the WET Central Regional Partnership. Staff are only eligible to access a total of \$10,000 in loan repayment regardless of the program through which their loans are repaid.

Thanks in part to a legislative action that provided a “match” for WET funds contributed to the regional partnership, MCBH is participating actively in the WET Central Regional Partnership for the first time in many years. In contributing \$12,598.59 in FY 21/22, MCBH will see the benefit of approximately \$44,000 in program funds (see screen shot below). In FY 23-24, at least two staff will access their loan repayment again through the Regional Partnership as long as their employment is ongoing. In FY 23-24, MCBH anticipates providing a small amount of additional matching funds (less than \$3,000) to the Regional Partnership to access more funding through this program.

MCBH also added a new retention program through the WET Central Regional Partnership in FY 22-23 designed specifically to recruit and retain licensed staff members. Under this program, licensed staff without student loans would receive a one-time \$10,000 retention stipend after

one year of service. It is anticipated that at least one staff member will access this program in FY 23-24 and another may access this program in FY 24-25.

Finally, there is a possibility that MCBH will contribute additional matching funds to this program in FY 23-24 and access even more Regional Partnership funding.

In FY 23-24 and FY 24-25, MCBH intends to participate in CalMHSA’s Project Cultivate, which is a new collaborative program between County Behavioral Health Departments, the California Mental Health Services Authority (CalMHSA), and Palo Alto University to cultivate the next generation of leaders in behavioral health. Project Cultivate targets existing staff interested in advancing their professional development through a paid graduate level training opportunity provided through Palo Alto University. Project Cultivate offers individuals an opportunity to participate in a two-year (9 quarter format) Master’s in Counseling program, preparing participants for working in public behavioral health settings. County behavioral health departments will pay the tuition cost of education for the program, which is approximately \$120,000 per student. In return, the individual agrees to remain employed in the county behavioral health program for a designated period of five years. Given the challenges that MCBH has faced in recruiting and retaining therapists in recent years, the Department plans to secure spots for two staff members in fall 2023. The cost for these spots will be spread over two fiscal years. This is an exciting new opportunity for rural counties in particular who struggle to recruit and retain licensed clinical staff.

**WET Central Regional Partnership:**

**Mono County Program Budget Allocation:**

<b>Program Funds Allocation for County</b>	<b>\$44,153.16</b>
Administrative Fee	\$6,622.98
<b>Total County Funding</b>	<b>\$50,776.14</b>

**Central Region WET Regional Partnership Mono County Grant Match:**

County Share of OSPHD Regional Grant Award	\$38,177.55
County Match Funds Collected under this Agreement	\$12,598.59
<b>Total County Grant Funds</b>	<b>\$50,776.14</b>

Note: The above “Total County Grant Funds” is inclusive of a \$6,622.98 CalMHSA Administrative Fee.

**WET Achievements**

As indicated in the Workforce Assessment, MCBH is almost fully staffed as of Spring 2023, which is remarkable given the current workforce shortages that behavioral health fields are facing across the state and the country. MCBH has also utilized hybrid in-person/remote or fully remote

schedules to recruit and retain staff members, which is ranked by staff as the department's top retention strategy. MCBH provided loan repayment incentives to four staff in FY 23-24 and implemented the activities outlined in the department's Racial Equity Work Plan.

### Challenges or barriers, and strategies to mitigate | Identify shortages in personnel

MCBH has one vacant therapist position and will be hiring for several new positions in FY 23-24 to meet both administrative and clinical needs. In the wake of the pandemic while many trainings and conferences still have online options, MCBH staff have retained access to high-quality development opportunities despite its rural and remote location. Despite shortages in therapists, the rise of online schooling for therapy degrees is allowing more staff members and community members in general to pursue degrees while remaining in the community, thus greatly increasing access.

### List any significant changes in Three-Year Plan, if applicable

Significant changes include: adding funds to support workforce development through Project Cultivate and creating a new Retention Program for licensed staff members.

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## CAPITAL FACILITIES/TECHNOLOGICAL NEEDS

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At this time, MCBH does not have plans to expend any Capital Facilities or Technological Needs funding in the next three years.

Challenges or barriers, and strategies to mitigate

N/A

List any significant changes in Three-Year Plan, if applicable

N/A

## TRANSFERS & PRUDENT RESERVE

In FY 22-23, MCBH transferred less than 10% of its CSS funds to the WET component to cover programming costs. In FY 23-24, MCBH plans to transfer 15.5% of its CSS funds to sustain and expand its WET programming. The maximum transfer amount is determined based upon the following regulations: 9 CCR § 3420.10 Community Services and Supports (CSS) Account Transfers to Prudent Reserve, CFTN Account and WET Account.

Below is MCBH’s MHA Prudent Reserve Assessment. The Department will assess and certify the Prudent Reserve as of July 1, 2024 and every five years thereafter, as required by the Department of Health Care Services.

Mono County MHA Prudent Reserve Assessment			
2013-14	\$	1,260,369.61	
2014-15	\$	1,755,991.51	
2015-16	\$	1,576,514.98	
2016-17	\$	1,744,410.99	
2017-18	\$	1,795,078.70	Through June 2018
<b>TOTAL</b>		<b>\$8,132,365.79</b>	
<b>@ 76%</b>		<b>\$6,180,598.00</b>	
<b>% 5</b>	\$	<b>1,236,119.60</b>	<b>Calculated Maximum PR Level</b>
<b>@ 33%</b>	\$	<b>407,919.47</b>	

**MENTAL HEALTH SERVICES ACT  
PRUDENT RESERVE ASSESSMENT/REASSESSMENT**

County/City: Mono

Fiscal Year: 2018-19

**Local Mental Health Director**

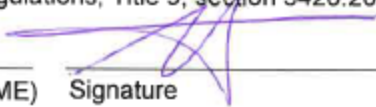
Name: Robin K. Roberts, LMFT

Telephone: 760-924-1740

Email: rroberts@mono.ca.gov

I hereby certify<sup>1</sup> under penalty of perjury, under the laws of the State of California, that the Prudent Reserve assessment/reassessment is accurate to the best of my knowledge and was completed in accordance with California Code of Regulations, Title 9, section 3420.20 (b).

Robin K. Roberts



6-20-2019

Local Mental Health Director (PRINT NAME)

Signature

Date

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<sup>1</sup> Welfare and Institutions Code section 5892 (b)(2)  
DHCS 1819 (02/19)

## MHSA EXPENDITURE PLAN BY COMPONENT FY 2023-2024

**Mono County MHSA Component Expenditure Worksheet 2023-24**

	Component						
	CSS	PEI	INN	WET	CFTN	PR	
FY23/24 Estimated MHSA Revenue	\$ 2,493,684	\$ 623,421	\$ 164,058				\$ 3,281,163
FY23/24 Est. Estimated Other Revenue	\$ 67,577						\$ -
FY23/24 Est. MHSA Interest Revenue	\$ 68,400	\$ 17,100	\$ 4,500				\$ 90,000
FY23/24 Estimated Expenses	\$ 2,673,964	\$ 468,305	\$ 139,007	\$ 369,915	\$ -		\$ 3,651,191
One Time MHSA Housing Project	\$ 1,577,124						\$ 1,577,124
FY23/24 PR Transfer	\$ -					\$ -	\$ -
FY23/24 CFTN and WET Transfers	\$ (385,497)			\$ 385,497			\$ -



**Community Services and Supports (CSS) Component Worksheet 2023-24**

County:  Mono

	FSP	GSD	O&E	Total CSS
<b>CSS Programs</b>				
1 FSP	\$617,269			\$617,269
2 Expansion of case management/supportive services		\$83,827		\$83,827
3 Wellness Centers		\$289,995		\$289,995
4 Crisis intervention/stabilization	\$26,163	\$26,163		\$52,326
5 Supportive Housing Services	\$69,016			\$69,016
6 Community Outreach & Engagement			\$88,604	\$88,604
7 Wrap Program	\$145,585	\$16,176		\$161,761
8 Telehealth Services	\$267,895	\$267,895		\$535,790
CSS Administration / Indirect Costs				\$768,244
CSS Community Program Planning				\$7,133
CSS MHA Housing Program	\$946,274	\$630,850		\$1,577,124
<b>Total CSS Expenditures</b>	<b>\$2,072,202</b>	<b>\$1,314,905</b>	<b>\$88,604</b>	<b>\$2,673,964</b>

**Prevention and Early Intervention (PEI) Component Worksheet 2023-24**

**County:**     Mono    

	PEI	OIR	ALT	SDR	Total PEI
<b>PEI Programs</b>					
1 Peapod Playgroup Program	\$40,000				\$40,000
2 Walker Senior Center	\$50,000				\$50,000
3 North Star School-Based Services	\$89,057				\$89,057
4 Community Trainings		\$28,012			\$28,012
5 Outreach in Outlying Communities			\$55,807		\$55,807
6 Community Engagement				\$69,632	\$69,632
PEI Administration / Indirect Costs					\$134,547
PEI Community Program Planning					\$1,249
<b>Total PEI Expenditures</b>	<b>\$179,057</b>	<b>\$28,012</b>	<b>\$55,807</b>	<b>\$69,632</b>	<b>\$468,305</b>

**Innovation (INN) Component Worksheet 2023-24**

**County:**  Mono

	<b>Total INN</b>
<b>INN Programs</b>	
1 CalMHSA EHR Project	\$139,007
2	
3	
4	
5	
6	
7	
INN Administration	
INN Community Program Planning	
<b>Total INN Expenditures</b>	<b>\$139,007</b>

**Workforce, Education and Training (WET) Component Worksheet 2023-24**

**County:**  Mono

	<b>Total WET</b>
<b>WET Funding Category</b>	
Workforce Staffing	
Training/Technical Assistance	\$40,000
Mental Health Career Pathways Programs	\$0
Residency/Internship	\$52,650
Financial Incentive	\$170,000
WET Administration	\$106,279
WET Community Program Planning	\$987
<b>Total WET Expenditures</b>	<b>\$369,915</b>

**Capitla Facilities/Technological Needs (CFTN) Component Worksheet 2023-24**

**County:**  Mono

	Total CF/TN
<b>Capital Facility Projects</b>	
Capital Facility Administration	\$0
<b>Total Capital Facility Expenditures</b>	\$0
<b>Technological Needs Projects</b>	
Technological Needs Administration	\$0
<b>Total Technological Needs Expenditures</b>	\$0
<b>Total CFTN Expenditures</b>	\$0

## MHSA EXPENDITURE PLAN BY COMPONENT FY 2024-2025

### Mono County MHSA Component Expenditure Worksheet 2024-25

	Component						
	CSS	PEI	INN	WET	CFTN	PR	
FY23/24 Estimated MHSA Revenue	\$ 1,657,074	\$ 414,269	\$ 109,018				\$ 2,180,361
FY23/24 Est. Estimated Other Revenue	\$ 67,577						\$ -
FY23/24 Est. MHSA Interest Revenue	\$ 68,400	\$ 17,100	\$ 4,500				\$ 90,000
FY23/24 Estimated Expenses	\$ 2,809,440	\$ 494,411	\$ 119,802	\$ 371,124	\$ -		\$ 3,794,778
One Time MHSA Housing Project	\$ -						\$ -
FY23/24 PR Transfer	\$ -					\$ -	\$ -
FY23/24 CFTN and WET Transfers	\$ (385,497)			\$ 385,497			\$ -

**Community Services and Supports (CSS) Component Worksheet 2024-25**

**County:**  Mono

	FSP	GSD	O&E	Total CSS
<b>CSS Programs</b>				
1 FSP	\$658,352			\$658,352
2 Expansion of case management/supportive services		\$92,232		\$92,232
3 Wellness Centers		\$299,729		\$299,729
4 Crisis intervention/stabilization	\$28,816	\$28,816		\$57,632
5 Supportive Housing Services	\$70,768			\$70,768
6 Community Outreach & Engagement			\$91,608	\$91,608
7 Wrap Program	\$157,908	\$17,545		\$175,453
8 Telehealth Services	\$271,253	\$271,253		\$542,506
CSS Administration / Indirect Costs				\$813,522
CSS Community Program Planning				\$7,637
CSS MHSA Housing Program	\$0	\$0		\$0
<b>Total CSS Expenditures</b>	<b>\$1,187,097</b>	<b>\$709,576</b>	<b>\$91,608</b>	<b>\$2,809,440</b>

**Prevention and Early Intervention (PEI) Component Worksheet 2024-25**

**County:**     Mono    

	PEI	OIR	ALT	SDR	Total PEI
<b>PEI Programs</b>					
1 Peapod Playgroup Program	\$40,000				\$40,000
2 Walker Senior Center	\$50,000				\$50,000
3 North Star School-Based Services	\$98,162				\$98,162
4 Community Trainings		\$31,036			\$31,036
5 Outreach in Outlying Communities			\$59,932		\$59,932
6 Community Engagement				\$70,772	\$70,772
PEI Administration / Indirect Costs					\$143,165
PEI Community Program Planning					\$1,344
<b>Total PEI Expenditures</b>	<b>\$188,162</b>	<b>\$31,036</b>	<b>\$59,932</b>	<b>\$70,772</b>	<b>\$494,411</b>



**Innovation (INN) Component Worksheet 2024-25**

**County:**  Mono

	<b>Total INN</b>
<b>INN Programs</b>	
1 CalMHSA EHR Project	\$119,802
2	
3	
4	
5	
6	
7	
INN Administration	
INN Community Program Planning	
<b>Total INN Expenditures</b>	<b>\$119,802</b>

**Workforce, Education and Training (WET) Component Worksheet 2024-25**

**County:**  Mono

	Total WET
<b>WET Funding Category</b>	
Workforce Staffing	
Training/Technical Assistance	\$40,000
Mental Health Career Pathways Programs	\$0
Residency/Internship	\$52,650
Financial Incentive	\$170,000
WET Administration	\$107,465
WET Community Program Planning	\$1,009
<b>Total WET Expenditures</b>	<b>\$371,124</b>

**Captial Facilities/Technological Needs (CFTN) Component Worksheet 2024-25**

**County:**  Mono

	Total CF/TN
<b>Capital Facility Projects</b>	
Capital Facility Administration	\$0
<b>Total Capital Facility Expenditures</b>	\$0
<b>Technological Needs Projects</b>	
Technological Needs Administration	\$0
<b>Total Technological Needs Expenditures</b>	\$0
<b>Total CFTN Expenditures</b>	\$0

## MHSA EXPENDITURE PLAN BY COMPONENT FY 2025-2026

### Mono County MHSA Component Expenditure Worksheet 2024-25

	Component						
	CSS	PEI	INN	WET	CFTN	PR	
FY23/24 Estimated MHSA Revenue	\$ 1,634,928	\$ 408,732	\$ 107,561				\$ 2,151,221
FY23/24 Est. Estimated Other Revenue	\$ 67,577						\$ -
FY23/24 Est. MHSA Interest Revenue	\$ 68,400	\$ 17,100	\$ 4,500				\$ 90,000
FY23/24 Estimated Expenses	\$ 2,957,892	\$ 525,116	\$ 108,830	\$ 373,739	\$ -		\$ 3,965,577
One Time MHSA Housing Project	\$ -						\$ -
FY23/24 PR Transfer	\$ -					\$ -	\$ -
FY23/24 CFTN and WET Transfers	\$ (385,497)			\$ 385,497			\$ -

**Community Services and Supports (CSS) Component Worksheet 2025-26**

**County: Mono**

	FSP	GSD	O&E	Total CSS
<b>CSS Programs</b>				
1 FSP	\$697,040			\$697,040
2 Expansion of case management/supportive services		\$101,477		\$101,477
3 Wellness Centers		\$308,867		\$308,867
4 Crisis intervention/stabilization	\$31,735	\$31,735		\$63,469
5 Supportive Housing Services	\$72,694			\$72,694
6 Community Outreach & Engagement			\$94,739	\$94,739
7 Wrap Program	\$171,464	\$19,052		\$190,515
8 Telehealth Services	\$274,947	\$274,947		\$549,894
CSS Administration / Indirect Costs				\$868,840
CSS Community Program Planning				\$10,357
CSS MHSa Housing Program	\$0	\$0		\$0
<b>Total CSS Expenditures</b>	<b>\$1,247,880</b>	<b>\$736,077</b>	<b>\$94,739</b>	<b>\$2,957,892</b>

**Prevention and Early Intervention (PEI) Component Worksheet 2024-25**

**County:**     Mono    

	PEI	OIR	ALT	SDR	Total PEI
<b>PEI Programs</b>					
1 Peapod Playgroup Program	\$40,000				\$40,000
2 Walker Senior Center	\$50,000				\$50,000
3 North Star School-Based Services	\$108,175				\$108,175
4 Community Trainings		\$34,363			\$34,363
5 Outreach in Outlying Communities			\$64,469		\$64,469
6 Community Engagement				\$72,025	\$72,025
PEI Administration / Indirect Costs					\$154,246
PEI Community Program Planning					\$1,839
<b>Total PEI Expenditures</b>	<b>\$198,175</b>	<b>\$34,363</b>	<b>\$64,469</b>	<b>\$72,025</b>	<b>\$525,116</b>

**Innovation (INN) Component Worksheet 2024-25**

**County:**     Mono    

	<b>Total INN</b>
<b>INN Programs</b>	
1 CalMHSA EHR Project	\$108,830
2	
3	
4	
5	
6	
7	
INN Administration	
INN Community Program Planning	
<b>Total INN Expenditures</b>	<b>\$108,830</b>

**Workforce, Education and Training (WET) Component Worksheet 2024-25**

**County:**  Mono

	<b>Total WET</b>
<b>WET Funding Category</b>	
Workforce Staffing	
Training/Technical Assistance	\$40,000
Mental Health Career Pathways Programs	\$0
Residency/Internship	\$52,650
Financial Incentive	\$170,000
WET Administration	\$109,781
WET Community Program Planning	\$1,309
<b>Total WET Expenditures</b>	<b>\$373,739</b>



**Capital Facilities/Technological Needs (CFTN) Component Worksheet 2024-25**

**County:     Mono**

	Total CF/TN
<b>Capital Facility Projects</b>	
Capital Facility Administration	\$0
<b>Total Capital Facility Expenditures</b>	\$0
<b>Technological Needs Projects</b>	
Technological Needs Administration	\$0
<b>Total Technological Needs Expenditures</b>	\$0
<b>Total CFTN Expenditures</b>	\$0

## COST PER PERSON ESTIMATES

### CSS Program Cost Per Person Estimates for FY 23-24

	FSP	Crisis Int/Stab	Supportive Housing	Telehealth Services
Total Cost of Program	\$ 617,269.00	\$ 52,326.00	\$ 69,016.00	\$ 535,790.00
Total Estimate of Participants	27	54	18	145
Total Estimated Cost per Person	\$ 22,861.81	\$ 969.00	\$ 3,834.22	\$ 3,695.10
Estimated Cost of Children (0-15)	\$ 68,585.44	\$ 6,783.00	11502.66667	\$ 55,426.55
Estimated Cost for TAY (16-25)	\$ 91,447.26	\$ 16,473.00	11502.66667	\$ 121,938.41
Estimated Cost for Adult (26-59)	\$ 342,927.22	\$ 24,225.00	30673.77778	\$ 325,169.10
Estimated Cost for Older Adult (60+)	\$ 114,309.07	\$ 4,845.00	15336.88889	\$ 33,255.93

	Wrap	Expanded CM/Supp Svcs	Wellness Centers	Community O & E
Total Cost of Program	161761	\$ 83,827.00	289995	\$ 88,604.00
Total Estimate of Participants	8	149	342	200
Total Estimated Cost per Person	\$ 20,220.13	\$ 562.60	\$ 847.94	\$ 443.02
Estimated Cost of Children (0-15)	\$ 60,660.38	\$ 21,941.30	\$ 61,899.52	\$ 17,720.80
Estimated Cost for TAY (16-25)	\$ 20,220.13	\$ 19,690.91	\$ 27,981.97	\$ 13,290.60
Estimated Cost for Adult (26-59)	\$ 60,660.38	\$ 39,381.81	\$ 182,306.80	\$ 44,302.00
Estimated Cost for Older Adult (60+)	\$ 20,220.13	\$ 2,812.99	\$ 17,806.71	\$ 13,290.60

\*Please note that MHSA Housing Project costs are not included since this is a one-time expense that will serve many clients over the course of its life.

PEI Program Cost Per Person Annual Estimates for FY 23-24

	North Star	Trainings	Peapod
Total Cost of Program	\$ 89,057.00	\$ 28,012.00	\$ 40,000.00
Total Estimate of Participants	350	160	116
Total Estimated Cost per Person	\$ 254.45	\$ 175.08	\$ 344.83
Estimated Cost of Children (0-15)	\$ 76,334.57	\$ -	\$ 26,206.90
Estimated Cost for TAY (16-25)	\$ 12,722.43	\$ 7,003.00	\$ 1,724.14
Estimated Cost for Adult (26-59)	\$ -	\$ 17,507.50	\$ 10,689.66
Estimated Cost for Older Adult (60+)	\$ -	\$ 3,501.50	\$ 1,379.31

	Walker Senior Center	Outreach in Outlying Communities	Community Engagement
Total Cost of Program	\$ 50,000.00	\$ 55,807.00	\$ 69,632.00
Total Estimate of Participants	85	100	1000
Total Estimated Cost per Person	\$ 588.24	\$ 558.07	\$ 69.63
Estimated Cost of Children (0-15)	\$ -	\$ 16,742.10	\$ 6,963.20
Estimated Cost for TAY (16-25)	\$ -	\$ 11,161.40	\$ 6,963.20
Estimated Cost for Adult (26-59)	\$ -	\$ 22,322.80	\$ 34,816.00
Estimated Cost for Older Adult (60+)	\$ 50,000.00	\$ 5,580.70	\$ 20,889.60

### CSS Program Cost Per Person Estimates for FY 24-25

	FSP	Crisis Int/Stab	Supportive Housing	Telehealth Services
Total Cost of Program	\$ 658,352.32	\$ 57,632.11	\$ 70,767.63	\$ 542,506.07
Total Estimate of Participants	28	54	18	145
Total Estimated Cost per Person	\$ 23,512.58	\$ 1,067.26	\$ 3,931.54	\$ 3,741.42
Estimated Cost of Children (0-15)	\$ 94,050.33	\$ 7,470.83	\$ 11,794.61	\$ 56,121.32
Estimated Cost for TAY (16-25)	\$ 94,050.33	\$ 18,143.44	\$ 11,794.61	\$ 123,466.90
Estimated Cost for Adult (26-59)	\$ 352,688.74	\$ 26,681.53	\$ 31,452.28	\$ 329,245.06
Estimated Cost for Older Adult (60+)	\$ 117,562.91	\$ 5,336.31	\$ 15,726.14	\$ 33,672.79

	Wrap	Expanded CM/Supp Svcs	Wellness Centers	Community O & E
Total Cost of Program	\$ 175,453.38	\$ 92,231.85	\$ 299,729.33	\$ 91,608.43
Total Estimate of Participants	8	149	342	200
Total Estimated Cost per Person	\$ 21,931.67	\$ 619.01	\$ 876.40	\$ 458.04
Estimated Cost of Children (0-15)	\$ 65,795.02	\$ 24,141.22	\$ 63,977.31	\$ 18,321.69
Estimated Cost for TAY (16-25)	\$ 21,931.67	\$ 21,665.20	\$ 28,921.25	\$ 13,741.26
Estimated Cost for Adult (26-59)	\$ 65,795.02	\$ 43,330.40	\$ 188,426.33	\$ 45,804.22
Estimated Cost for Older Adult (60+)	\$ 21,931.67	\$ 3,095.03	\$ 18,404.43	\$ 13,741.26

PEI Program Cost Per Person Annual Estimates for FY 24-25

	North Star	Trainings	Peapod
Total Cost of Program	\$ 98,162.08	\$ 31,036.25	\$ 40,000.00
Total Estimate of Participants	350	160	116
Total Estimated Cost per Person	\$ 280.46	\$ 193.98	\$ 344.83
Estimated Cost of Children (0-15)	\$ 84,138.93	\$ -	\$ 26,206.90
Estimated Cost for TAY (16-25)	\$ 14,023.15	\$ 7,759.06	\$ 1,724.14
Estimated Cost for Adult (26-59)	\$ -	\$ 19,397.66	\$ 10,689.66
Estimated Cost for Older Adult (60+)	\$ -	\$ 3,879.53	\$ 1,379.31



	Walker Senior Center	Outreach in Outlying Communities	Community Engagement
Total Cost of Program	\$ 50,000.00	\$ 59,932.09	\$ 70,771.50
Total Estimate of Participants	85	100	1000
Total Estimated Cost per Person	\$ 588.24	\$ 599.32	\$ 70.77
Estimated Cost of Children (0-15)	\$ -	\$ 17,979.63	\$ 7,077.15
Estimated Cost for TAY (16-25)	\$ -	\$ 11,986.42	\$ 7,077.15
Estimated Cost for Adult (26-59)	\$ -	\$ 23,972.84	\$ 35,385.75
Estimated Cost for Older Adult (60+)	\$ 50,000.00	\$ 5,993.21	\$ 21,231.45

### CSS Program Cost Per Person Estimates for FY 25-26

	FSP	Crisis Int/Stab	Supportive Housing	Telehealth Services
Total Cost of Program	\$ 697,039.75	\$ 63,469.32	\$ 72,694.39	\$ 549,894.28
Total Estimate of Participants	29	54	18	145
Total Estimated Cost per Person	\$ 24,035.85	\$ 1,175.36	\$ 4,038.58	\$ 3,792.37
Estimated Cost of Children (0-15)	\$ 96,143.41	\$ 8,227.50	\$ 12,115.73	\$ 56,885.62
Estimated Cost for TAY (16-25)	\$ 120,179.27	\$ 19,981.08	\$ 12,115.73	\$ 125,148.35
Estimated Cost for Adult (26-59)	\$ 360,537.80	\$ 29,383.94	\$ 32,308.62	\$ 333,728.94
Estimated Cost for Older Adult (60+)	\$ 120,179.27	\$ 5,876.79	\$ 16,154.31	\$ 34,131.37

	Wrap	Expanded CM/Supp Svcs	Wellness Centers	Community O & E
Total Cost of Program	\$ 190,515.22	\$ 101,477.03	\$ 308,866.86	\$ 94,738.76
Total Estimate of Participants	8	149	342	200
Total Estimated Cost per Person	\$ 23,814.40	\$ 681.05	\$ 903.12	\$ 473.69
Estimated Cost of Children (0-15)	\$ 71,443.21	\$ 26,561.10	\$ 65,927.72	\$ 18,947.75
Estimated Cost for TAY (16-25)	\$ 23,814.40	\$ 23,836.89	\$ 29,802.94	\$ 14,210.81
Estimated Cost for Adult (26-59)	\$ 71,443.21	\$ 47,673.77	\$ 194,170.69	\$ 47,369.38
Estimated Cost for Older Adult (60+)	\$ 23,814.40	\$ 3,405.27	\$ 18,965.51	\$ 14,210.81

PEI Program Cost Per Person Annual Estimates for FY 25-26

	North Star	Trainings	Peapod
Total Cost of Program	\$ 108,175.28	\$ 34,362.87	\$ 40,000.00
Total Estimate of Participants	350	160	116
Total Estimated Cost per Person	\$ 309.07	\$ 214.77	\$ 344.83
Estimated Cost of Children (0-15)	\$ 92,721.67	\$ -	\$ 26,206.90
Estimated Cost for TAY (16-25)	\$ 15,453.61	\$ 8,590.72	\$ 1,724.14
Estimated Cost for Adult (26-59)	\$ -	\$ 21,476.79	\$ 10,689.66
Estimated Cost for Older Adult (60+)	\$ -	\$ 4,295.36	\$ 1,379.31

	Walker Senior Center	Outreach in Outlying Communities	Community Engagement
Total Cost of Program	\$ 50,000.00	\$ 64,469.29	\$ 72,024.65
Total Estimate of Participants	85	100	1000
Total Estimated Cost per Person	\$ 588.24	\$ 644.69	\$ 72.02
Estimated Cost of Children (0-15)	\$ -	\$ 19,340.79	\$ 7,202.47
Estimated Cost for TAY (16-25)	\$ -	\$ 12,893.86	\$ 7,202.47
Estimated Cost for Adult (26-59)	\$ -	\$ 25,787.72	\$ 36,012.33
Estimated Cost for Older Adult (60+)	\$ 50,000.00	\$ 6,446.93	\$ 21,607.40

\*\*Please note that Cost Per Person Estimates for Innovation Projects are included in the Innovation section.

---

## APPENDIX A: PENETRATION RATE DATA

---

**Table 1: County Medi-Cal Beneficiaries and Those Served by the MHP in CY 2021 by Race/Ethnicity, including Penetration Rates (PR)**

Race/Ethnicity	Annual Eligibles	Beneficiaries Served	PR MHP	PR State
African-American	19	<11	-	7.64%
Asian/Pacific Islander	31	0	0.00%	2.08%
Hispanic/Latino	1,763	61	3.46%	3.74%
Native American	98	<11	-	6.33%
Other	463	25	5.40%	4.25%
White	1,329	91	6.85%	5.96%
<b>Total</b>	<b>3,703</b>	<b>182</b>	<b>4.91%</b>	<b>4.34%</b>

**Table 2: County Medi-Cal Beneficiaries and Those Served by the MHP in CY 2021 by Threshold Language**

Threshold Language	Unduplicated Annual Count of Medi-Cal Beneficiaries Served by the MHP	Percentage of Medi-Cal Beneficiaries Served by the MHP
Spanish	34	18.68%
Threshold language source: Open Data per BHIN 20-070		

# Penetration Rates and Annual Approved Claims per Beneficiary (AACB)

Figure 1: Overall Penetration Rates CY 2019-21

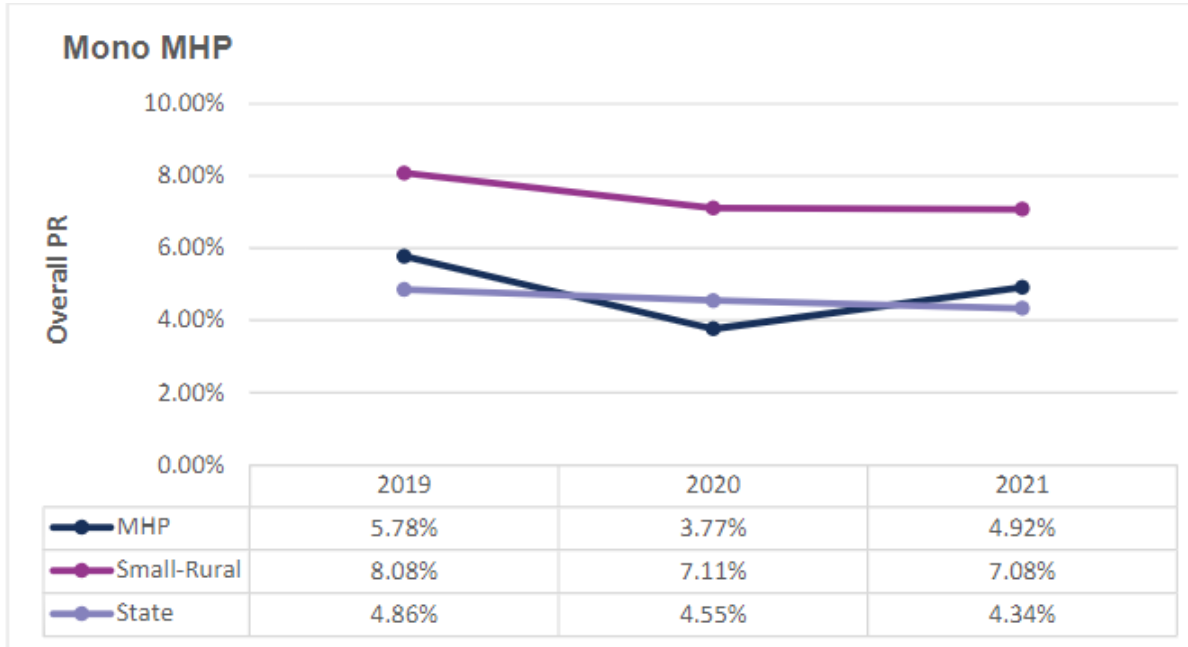


Figure 2: Overall AACB CY 2019-2021

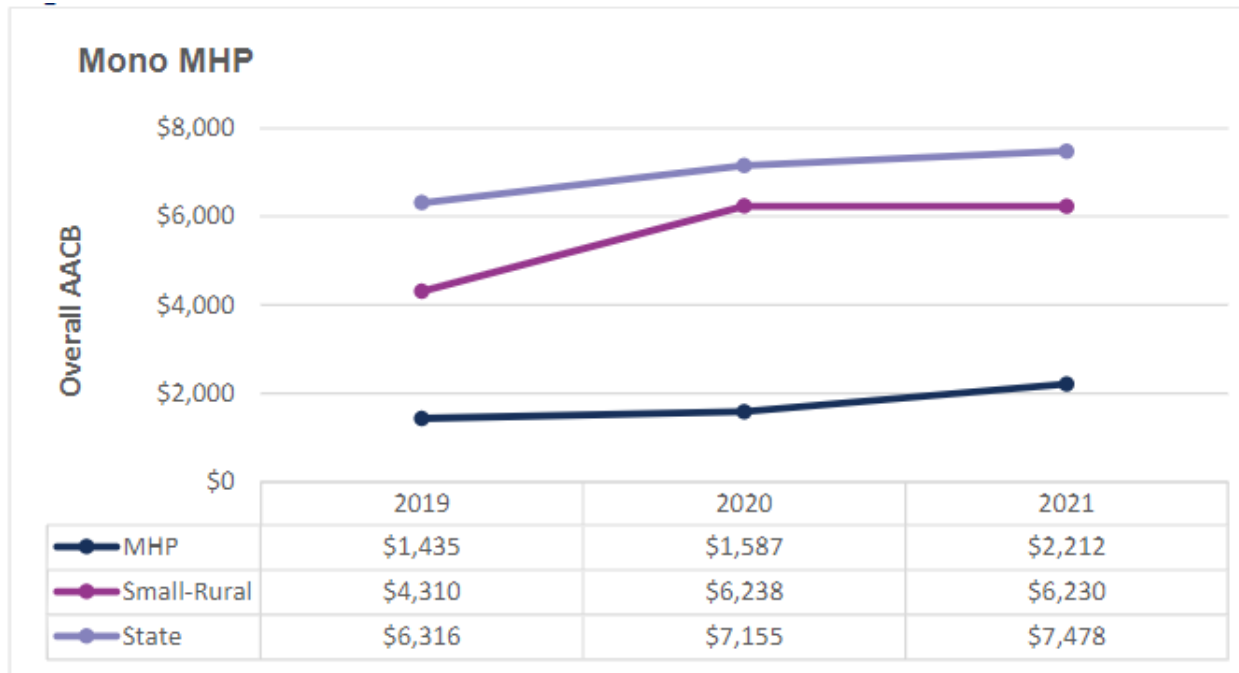


Figure 3: Latino/Hispanic Penetration Rates CY 2019-21

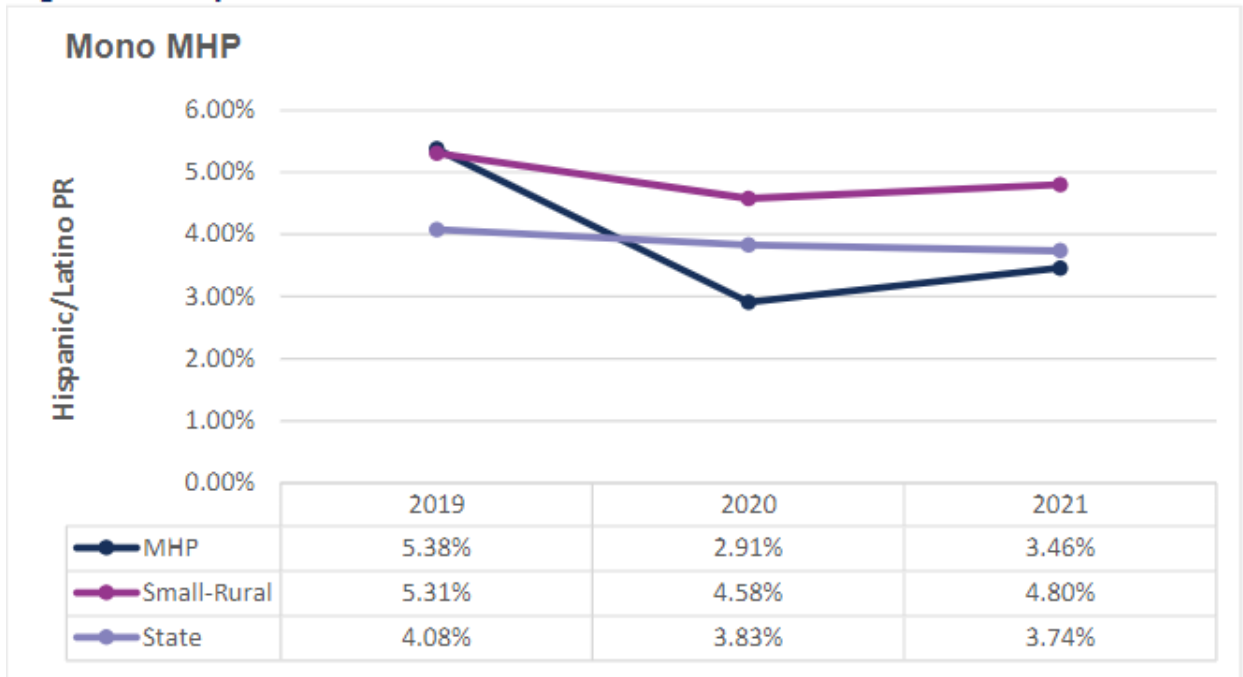


Figure 4: Latino/Hispanic AACB CY 2019-21

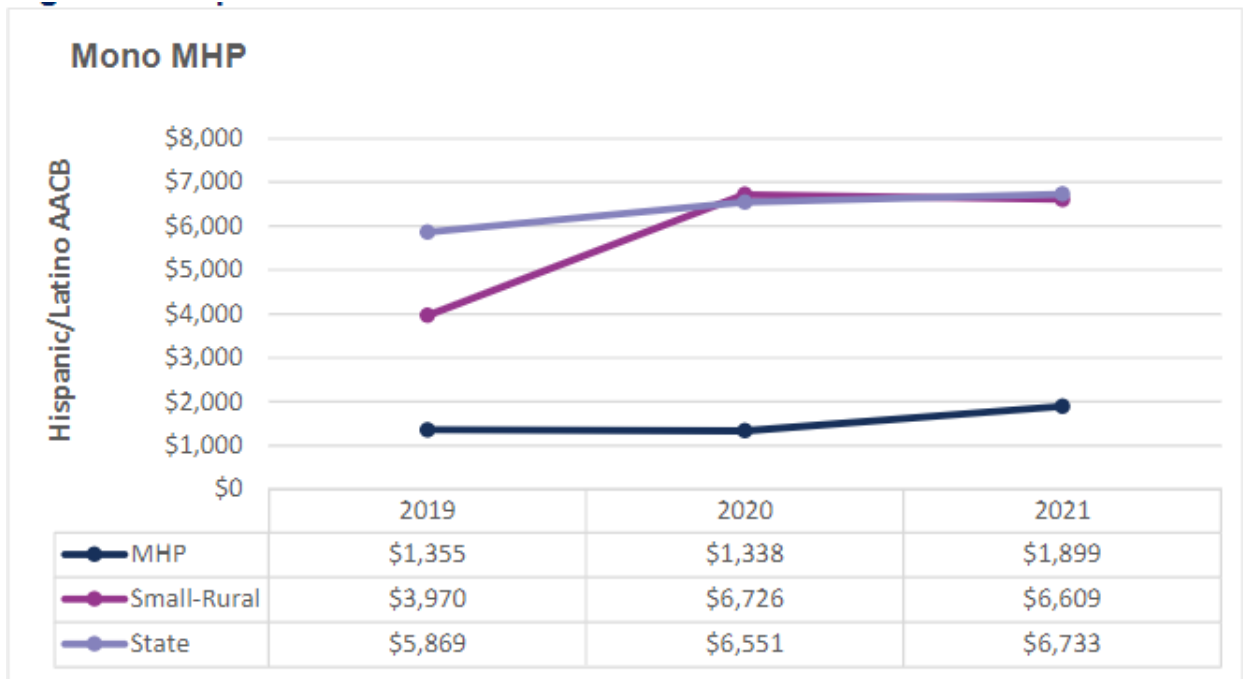




Figure 5: Foster Care Penetration Rates CY 2019-21

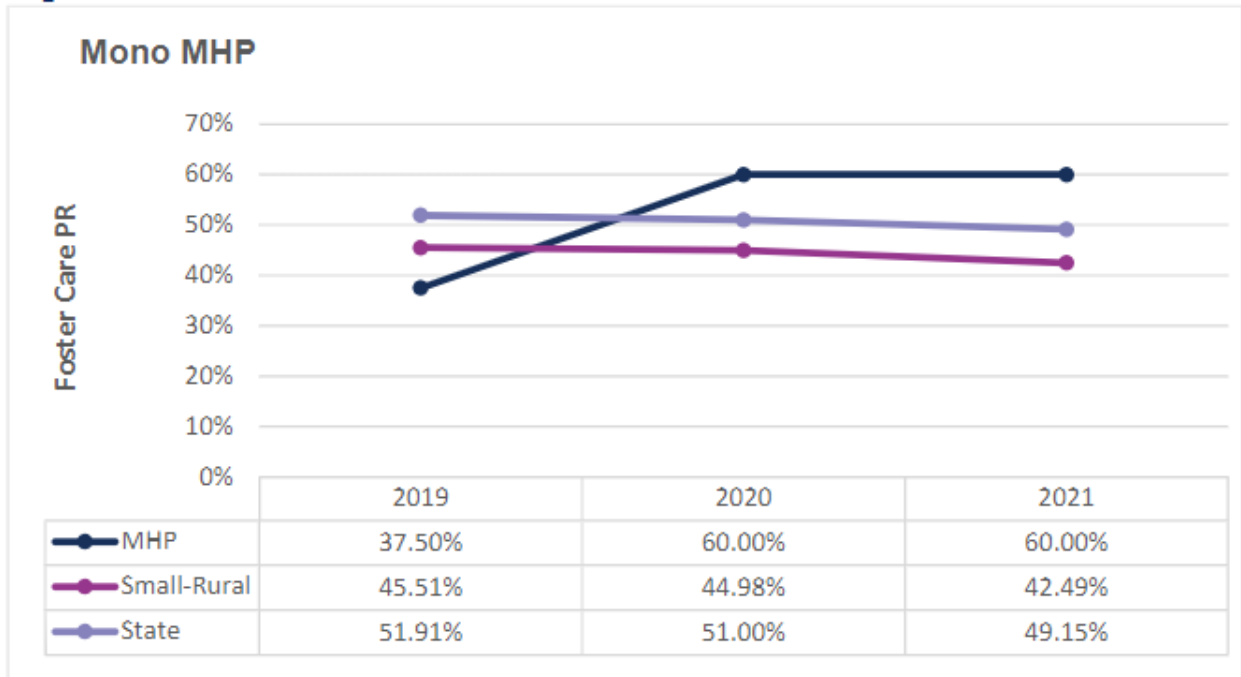
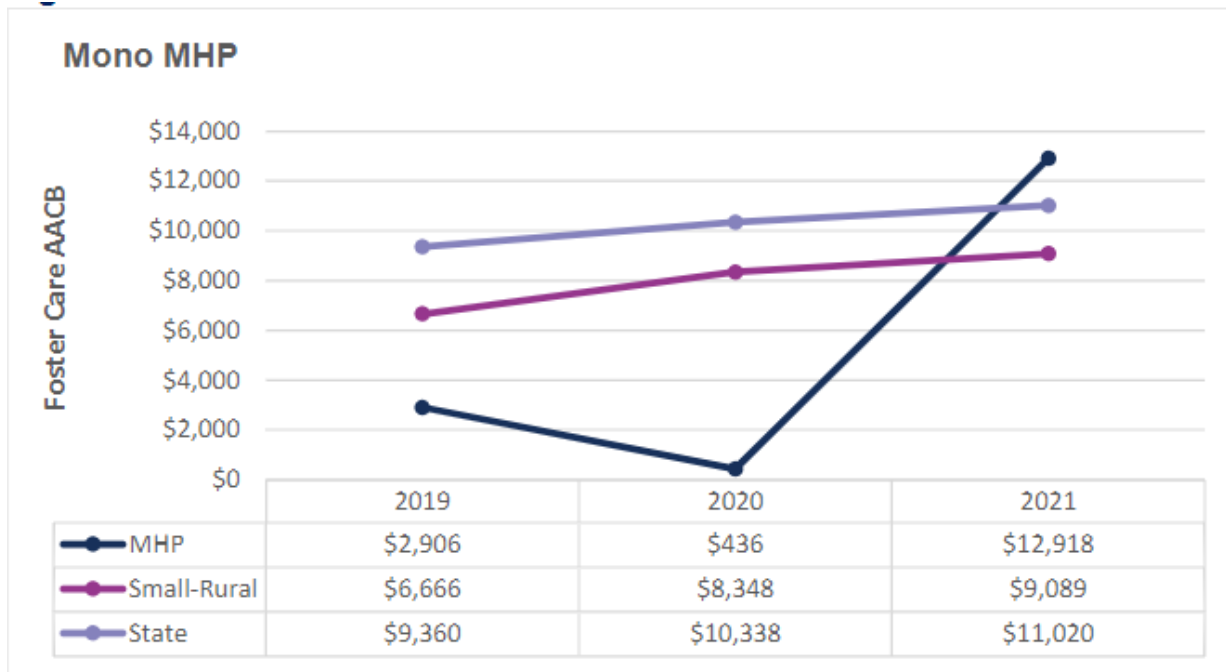


Figure 6: Foster Care AACB CY 2019-21



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## APPENDIX B: MHSA ISSUE RESOLUTION PROCESS

---

### Mono County is committed to:

- a. Addressing issues regarding MHSA in an expedient and appropriate manner;
- b. Providing several avenues to file an issue;
- c. Ensuring assistance is available, if needed, for the client/family member/provider/community member to file their issue; and
- d. Honoring the Issue Filer's desire for anonymity.

### Types of Issues to be resolved using this process:

- a. Appropriate use of MHSA funds; and/or
- b. Inconsistency between approved MHSA Plan and implementation; and/or
- c. Mono County Community Program Planning Process.

### Process:

An individual, or group of individuals, that is dissatisfied with any applicable MHSA activity or process may file an issue at any point within the system. These avenues may include, but are not limited to, the Mono County Behavioral Health Director, Program Manager, QA/QI Coordinator, Mental Health Providers, Mental Health Committees/Councils.

Issues will be forwarded to the QA/QI Coordinator, or specific designee of the Behavioral Health Director, either orally or in writing.

Upon receipt of the issue, the QA/QI Coordinator, or specific designee of the Behavioral Health Director, will determine if the issue is to be addressed through the MHSA Issue Resolution Process or if it is an issue of service to be addressed by the Mental Health Plan (MHP) Problem Resolution Process. If the issue is regarding service delivery to a client, the issue will be resolved through the MHP Problem Resolution Process.

If the issue is MHSA-related regarding the appropriate use of MHSA funding, inconsistency between the approved MHSA Plan and implementation, or Mono County Community Program Planning process, the issue will be addressed as follows:

- a. Issue Filer's concern(s) will be logged into an MHSA Issue Log to include the date of the report and description of the issue.
- b. The Issue Filer will receive an acknowledgement of receipt of the issue, by phone or in writing, within the MHP Problem Resolution timeframes.
- c. The QA/QI Coordinator, or specific designee of the Behavioral Health Director, shall notify the County's Mental Health Director and MHSA Program Manager of the issue received. The QA/QI Coordinator will investigate the issue while maintaining anonymity of the Issue Filer.
- d. The QA/QI Coordinator, or specific designee of the Behavioral Health Director, may convene an ad-hoc committee to review all aspects of the issue. This review process will follow the existing Problem Resolution timeframes.

- e. The QA/QI Coordinator, or specific designee of the Behavioral Health Director, will communicate with the Issue Filer while the issue is being investigated and resolved.
- f. Upon completion of the investigation, the QA/QI Coordinator, or specific designee of the Behavioral Health Director, shall issue a report to the Behavioral Health Director. The report shall include a description of the issue, brief explanation of the investigation, staff/ad-hoc committee recommendation(s) and the County resolution to the issue.
- g. The QA/QI Coordinator, or specific designee of the Behavioral Health Director, shall notify the Issue Filer of the resolution, by phone or in writing and enter the issue resolution and date of the resolution into the MHSA Issue Log.
- h. MHSA Issues and resolutions will be reported annually in the Quality Improvement Report.

If the Issue Filer does not agree with the local resolution, the Issue Filer may file an appeal with the following agencies: Mental Health Services Oversight and Accountability Commission (MHSOAC); California Mental Health Planning Council (CMHPC); or California Department of Health Care Services (DHCS).

## APPENDIX C: MCBH STAFF TRAININGS

MCBH staffed were trained by Amanda Greenberg on the Community Program Planning Process on 12/13/22 from 8-9 am via Zoom as part of a training on the CLAS Standards. Below is a screen shot of all live participants and sample of the slides covered. Staff not able to be present for the training, reviewed the slides.

Meeting ID	Topic	Start Time	End Time
7609241111	Adriana Niculescu (she/	12/13/2022 7:54	12/13/2022 9:06
Name (Original Name)	User Email	Total Duration (M)	Guest
Adriana Niculescu (she	aniculescu@mono.ca.gov	73	No
Lauren Plum (she/her)	lplum@mono.ca.gov	71	No
bhathaway		59	Yes
Robin Roberts	rroberts@mono.ca.gov	69	No
dirk		54	Yes
Jessica Workman		57	Yes
Tajia Rodriguez	trodriguez@mono.ca.gov	57	No
mcruz		57	Yes
Jimmy Lee	jlee@mono.ca.gov	56	No
Esmeralda Curiel	ecuriel@mono.ca.gov	56	No
Richard Bonneau - rbor	rbonneau@mono.ca.gov	56	No
Debra Stewart	dstewart@mono.ca.gov	56	No
Danielle Murray she/he	dmurray@mono.ca.gov	56	No
Sal Montanez	smontanez@mono.ca.gov	56	No
Jesica Ramos	jramos@mono.ca.gov	51	No
Kimberly Lopez	klopez@mono.ca.gov	53	No
Luisana Baires	lbaires@mono.ca.gov	52	No

# MENTAL HEALTH SERVICES ACT COMMUNITY PROGRAM PLANNING PROCESS

THREE-YEAR PLAN  
FY 23/24, 24/25, 25/26

2022 Culturally and Linguistically Appropriate Services (CLAS) 23

## What is the CPPP?

- Required every year for our MHSA Plans
- Process for stakeholder input
- Ways we involve community, clients, & family members:
  - Community survey – coming in January!
  - Focus groups (Behavioral Health Advisory Board, Socials, Wellness Groups, etc.)
  - Input from internal committees
  - Other community data sources like the California Healthy Kids Survey
- Ways you can help!
  - Take the survey! Encourage clients to take the survey!
  - Encourage clients to join/attend the Behavioral Health Advisory Board!

2022 Culturally and Linguistically Appropriate Services (CLAS) 24

## Aligning CLAS with the CPPP

CLAS Standard #12	Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
CLAS Standard #13	Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.

Staff also participated in a short MHSA CPPP training and focus group discussion on 4/4/23 via Zoom:

Name (Original Name)	User Email	Total Dur	Guest
Lauren Plum (she/her)# MCBH	lplum@mono.ca.gov	59	No
Sabrina Rose		59	Yes
Tajia Rodriguez	trodriguez@mono.ca.gov	58	No
Sal Montanez	smontanez@mono.ca.gov	58	No
Stephany Mejia	smejia@mono.ca.gov	58	No
Han Li	hli@mono.ca.gov	58	No
Jenna Cruz		57	Yes
Jimmy Lee	jlee@mono.ca.gov	57	No
mcruz		57	Yes
Adriana Niculescu (she/her/ella)# MCBH	aniculescu@mono.ca.gov	57	No
Esmeralda Curiel	ecuriel@mono.ca.gov	57	No
Jessica Workman		57	Yes
Dylan Burditt (he/him)	dburditt@mono.ca.gov	57	No
Danielle Murray (she/her)	dmurray@mono.ca.gov	56	No
Laura Cruz		56	Yes
Luisana Baires	lbaires@mono.ca.gov	55	No
Betty Hathaway	bhathaway@mono.ca.gov	55	No
Jake Ballard (he/him)	jballard@mono.ca.gov	55	No
Debra Stewart	dstewart@mono.ca.gov	54	No
Kimberly Lopez	klopez@mono.ca.gov	54	No
mtoledo		54	Yes
Richard Bonneau - rbonneau@mono.ca.gov	rbonneau@mono.ca.gov	53	No
iduran@mono.ca.gov	iduran@mono.ca.gov	51	No
Edgar Castelan		49	Yes
Amanda Greenberg	agreenberg@mono.ca.gov	47	No

Additionally, upon hire, all new staff go through an MHSA Training/Overview with the following agenda:

- MHSA Overview with Amanda: Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Location: \_\_\_\_\_
- Components and programs
- Community Program Planning Process
- What does MHSA mean for the department
- MHSA Issue Resolution Process

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## APPENDIX D: INNOVATION PLAN CORRESPONDENCE WITH MHSOAC

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Help@Hand:



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

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**COUNTY OF MONO**

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

September 20, 2021

Toby Ewing, Executive Director  
Mental Health Services Oversight and Accountability Commission  
1300 17<sup>th</sup> Street, Suite 1000  
Sacramento, CA 95811

Dear Mr. Ewing,

I am writing to inform you that Mono County will be extending the current MHSOAC-approved time period for its Innovation Plan entitled, "Increasing Access to Mental Health Services and Supports Utilizing a Suite of Technology-Based Mental Health Solutions" (a.k.a. "The Tech Suite" and now known as "Help@Hand"). The date that this plan was approved by the MHSOAC was February 22, 2018 and the date that Mono County incurred its first expenses under the project was October 18, 2019 (the official project start date). Mono County Behavioral Health has previously requested an extension of time until October 18, 2021, but due to COVID-19 was unable to take critical steps forward in implementation. The new anticipated end date of this Innovation Plan will be February 8, 2023, which is in line with other Help@Hand Cohort One counties.

The initial time period approved by the MHSOAC was 17 months. This timeline did not include challenges related to the launch and implementation of the project or COVID-19. This final extension request would increase the project time to three years and four months, which would allow Mono County ample time to locally implement its chosen web and mobile applications. This project will retain its original learning goals and there has been no change to the project's target populations. Please don't hesitate to reach out if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robin Roberts".  
Robin Roberts (Sep 20, 2021 18:30 PDT)

Robin K. Roberts  
Director, Mono County Behavioral Health



RECEIVED

OCT 06 2021

Mono County  
Behavioral Health

September 23, 2021

Robin Roberts, LMFT  
Behavioral Health Director, Mono County  
PO Box 2619  
Mammoth Lakes, CA 93546

Dear Director Roberts,

Thank you for your notification dated September 20, 2021, for the time extension of sixteen months for Mono County's Innovation plan, "Increasing Access to Mental Health Services and Supports Utilizing a Suite of Technology-Based Mental Health Solutions" (a.k.a. "The Tech Suite" and now known as "Help@Hand").

The Commission originally approved the project on February 22, 2018 for a duration of 17 months. On October 21, 2019 you notified the Commission that the start date for this project was October 18, 2019 and initiated a time extension of seven months to bring the total project duration to two years. With this second time extension, the end date for this project will be February 8, 2023, for a total project duration of three years and four months.

On behalf of the Commission, I would like to thank you for all the work you do in your community.

If you have additional questions or need further assistance, feel free to contact me [sharmil.shah@mhsoc.ca.gov](mailto:sharmil.shah@mhsoc.ca.gov) or your county liaison Wendy Desormeaux at [wendy.desormeaux@mhsoc.ca.gov](mailto:wendy.desormeaux@mhsoc.ca.gov).

Sincerely,

Sharmil Shah, Psy.D  
Chief-Program Operations

Copy: Amanda Fenn Greenberg, Program Manager





STATE OF CALIFORNIA  
GAVIN NEWSOM, Governor

MARA MADRIGAL-WEISS  
Chair  
MAYRA E. ALVAREZ  
Vice Chair  
TOBY EWING  
Executive Director

January 31, 2023

Robin Roberts, LMFT  
Behavioral Health Director-Mono County  
PO Box 2619  
Mammoth Lakes, CA 93546

Dear Director Roberts,

Congratulations, the Commission has approved Mono County's Enterprise Health Record Project Semi- Statewide Innovation Plan on January 25, 2023 up to the amount of \$986,402.89 in Innovation funding over five years.

**Please notify Commission staff in writing of the official start date of the Innovation project. Pursuant to the Innovation regulations, the start date is when the County begins implementing the project which is based upon the date funds are first spent or when services are delivered, whichever happens first. (Reference Title 9 CCR, Article 9 §3910.010(a)(1)).**

On behalf of the Commission, I would like to thank you for all the work you do in your community.

If you have additional questions or need further assistance, feel free to contact me [sharmil.shah@mhsoc.ca.gov](mailto:sharmil.shah@mhsoc.ca.gov) or your county liaison Wendy Desormeaux at [wendy.desormeaux@mhsoc.ca.gov](mailto:wendy.desormeaux@mhsoc.ca.gov).

Sincerely,

Sharmil Shah, Psy.D  
Chief-Program Operations

Copy: Amanda Fenn Greenberg, MHSA Coordinator

RE: EHR Project Approval Letter



Amanda Greenberg  
To Shannon Tarter



Thu 4/20/2023 12:11 PM

Hi Shannon,

Thank you for approving Mono County's Semi-Statewide Enterprise Health Record System Improvement Innovation Project funding in the amount of \$986,402.89.

The start date for this EHR INN project is February 1, 2023.

For future correspondence, the contact for Mono is myself, Amanda Greenberg at [agreenberg@mono.ca.gov](mailto:agreenberg@mono.ca.gov).

My apologies for our delay in notifying you of the official start date of our Innovation project.

Thank you,


Amanda Fenn Greenberg, MPH  
Program Manager  
Mono County Behavioral Health  
Mammoth Lakes, CA  
760-924-1754  
[monocounty.ca.gov/behavioral-health](https://monocounty.ca.gov/behavioral-health)

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## APPENDIX E: MHSA-RELATED SUBMISSIONS TO DEPARTMENT OF HEALTH CARE SERVICES

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### Mono County MHSA FY 22-23 Annual Update

 Amanda Greenberg  
To [MHSA@dhcs.ca.gov](mailto:MHSA@dhcs.ca.gov); [Desormeaux, Wendy@MHSOAC](mailto:Desormeaux, Wendy@MHSOAC); [MHSOAC@MHSOAC.ca.gov](mailto:MHSOAC@MHSOAC.ca.gov)  
Cc Robin Roberts  
Retention Policy Mono County 2 Year Retention Policy (2 years) Expires 6/20/2024  
Tue 6/21/2022 11:05 AM

FINAL\_Mono MHSA FY 22-23 Annual Update.pdf  
5 MB


Good morning,  
Please find Mono County Behavioral Health's MHSA FY 22-23 Annual Update attached. This plan was approved by the Mono County BOS on June 14, 2022. It is also now posted on MCBH's website at the following link: <https://www.monocounty.ca.gov/behavioral-health/page/mental-health-services-act-quality-improvement>

Take care,

Amanda Greenberg, MPH  
Pronouns: she/her  
Program Manager  
Mono County Behavioral Health  
760-924-1754  
[www.monocounty.ca.gov/behavioral-health](http://www.monocounty.ca.gov/behavioral-health)



### Mono County Annual Update Mid-Year Revision with new INN plan

 Amanda Greenberg  
To [MHSA@dhcs.ca.gov](mailto:MHSA@dhcs.ca.gov); [MHSOAC@MHSOAC.ca.gov](mailto:MHSOAC@MHSOAC.ca.gov)  
Cc [Desormeaux, Wendy@MHSOAC](mailto:Desormeaux, Wendy@MHSOAC); [CalMHSA EHR INN](#)  
Retention Policy Mono County 2 Year Retention Policy (2 years) Expires 10/18/2024  
Wed 10/19/2022 3:58 PM

FINAL\_Mono MHSA FY 22-23 Annual Update\_Mid-Year Revision\_Innovation Plan.pdf  
8 MB

Good afternoon,  
Please find attached Mono County Behavioral Health's FY 22-23 MHSA Annual Update Mid-Year Revision, which includes a new INN plan for the Semi-Statewide EHR project.  
Thank you and take care,

Amanda Greenberg, MPH  
Pronouns: she/her  
Program Manager  
Mono County Behavioral Health  
760-924-1754  
[www.monocounty.ca.gov/behavioral-health](http://www.monocounty.ca.gov/behavioral-health)



## Mono County FY 21/22 ARER



Jessica Workman

To [DHCS MHSA@DHCS](#)

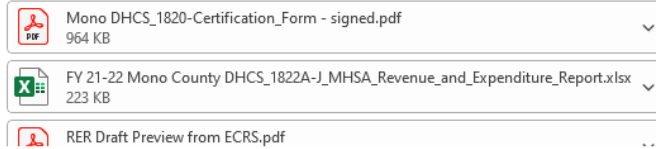
Cc [Amanda Greenberg](#); [Robin Roberts](#)

Retention Policy Mono County 2 Year Retention Policy (2 years)

Expires 1/30/2025



Tue 1/31/2023 3:27 PM



Hello,

Attached is our FY 21/22 ARER workbook and certification. I have also attached our draft preview from ECRS. I was able to get everything entered into ECRS, but do not have the option to certify. How do I get the option to certify? Would you let us know if someone in our department has this option?

Thank you,

Jessica

Jessica Workman  
Accountant  
Mono County Behavioral Health  
[P.O. Box 2619](#)  
[Mammoth Lakes, CA 93546](#)  
760-924-1742



MCBH also participated in its first Triennial MHSA Program Review and submitted its Plan of Correction as instructed and the plan was subsequently accepted. All pertinent documentation for this review was accepted by DHCS. Please see screen shots below. The Findings Report and Plan of Correction are also posted here:

<https://www.monocounty.ca.gov/behavioral-health/page/mental-health-services-act-quality-improvement>

## Mono POC Status and Pending Documentation



DHCS MHSA@DHCS <MHSA@dhcs.ca.gov>

To Amanda Greenberg

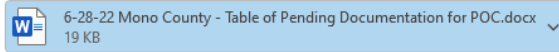
Cc Robin Roberts; DHCS MHSA@DHCS

Retention Policy Mono County 2 Year Retention Policy (2 years)



Tue 6/28/2022 3:01 PM

Expires 6/27/2024



### [EXTERNAL EMAIL]

To: Ms. Greenberg,

The Department of Health Care Services (DHCS) is pleased to inform you that Mono County's submitted Mental Health Services Act (MHSA) Plan of Correction (POC) and all requested pertinent documentation has been received and accepted. There is no further action needed at this time.

DHCS would like to extend our heartfelt gratitude for the tremendous services your staff, service providers and stakeholders provide for our MHSA partners.

If you have any other questions or concerns, please contact us at [MHSA@dhcs.ca.gov](mailto:MHSA@dhcs.ca.gov).

Thank you!

*(Please acknowledge receipt of this email)*

DHCS – Community Services Division

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## APPENDIX F: BEHAVIORAL HEALTH PROGRAM MANAGER JOB DESCRIPTION (INCLUDES MHSA DUTIES)

---

**MONO COUNTY**

**3/9/20**

**BARGAINING UNIT: MCPE**

**SALARY RANGE: 82**

**Date Revised**

**FLSA: Exempt**

### **BEHAVIORAL HEALTH PROGRAM MANAGER**

#### **DEFINITION**

Under general direction, plans, organizes, coordinates, conducts and evaluates one or more behavioral health programs through a multidisciplinary team approach. This is a diverse and multi-faceted position that includes elements of such positions as evaluation specialist, data analyst, policy analyst, grant writer, and researcher. Responsibilities include, at a minimum, completing or overseeing the following tasks: conducting an annual mental health community needs assessment, composing the MHSA Three-Year Plan and Annual Updates, developing program evaluations, and working with stakeholders to develop new programs based upon community needs. Additionally, this position is responsible for the development and the coordination of MHSA permanent residence programs for individuals with mental illnesses and perform related duties as assigned.

#### **DISTINGUISHING CHARACTERISTICS**

Incumbents in this class manage large, complex programs, and may supervise subordinate staff.

#### **REPORTS TO**

Behavioral Health Director or designee

#### **CLASSIFICATIONS DIRECTLY SUPERVISED**

May directly supervise staff or provide lead direction as assigned

#### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Duties may include but are not limited to the following:

Plans, organizes, conducts and evaluates one or more behavioral health program

Serves as a member of the Behavioral Health administrative team in setting Department goals and objectives

Develops and/or adapts behavioral health programs that comply with the requirements of the Department of Health Care Services (DHCS), the Mental Health Services Oversight and Accountability Commission (MHSOAC), and other granting agencies

Prepares appropriate reports for the above-listed agencies

Assesses community health needs through annual stakeholder processes to direct program services

Coordinates any necessary committees in the program area using a multidisciplinary team approach

Represents the Behavioral Health Department on committees as necessary  
Advocates with leadership groups and elected leaders for the advancement of behavioral health policy and to increase awareness of the Behavioral Health Department's programs  
Assist in program budget development and management  
Identifies, plans and directs staff in-service training and education, as required  
Supervision of subordinate staff and contractors

#### **TYPICAL PHYSICAL REQUIREMENTS**

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

#### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment; frequent contact with staff.

#### **DESIRABLE QUALIFICATIONS**

Knowledge of:

- The principles and practices of behavioral health administration and service provision.
- Specifics of assigned program area.
- Program planning and development.
- Health education methods and materials.
- Principles and practices of public relations and group dynamics.
- Community agencies and resources.
- Funding sources, program evaluation, and fiscal management.
- Principles of employee supervision and personnel practices.

Ability and willingness to:

- Understand, interpret and apply pertinent federal, state, and local laws, regulation, and standards
- Plan, coordinate, and implement assigned behavioral health public relations and education programs
- Apply the principles and techniques of community organization.
- Coordinate activities and secure support of diverse community groups.
- Conduct research on programs and other subjects as needed
- Facilitate meetings and coordinate public events
- Compile, organize, analyze, and interpret data
- Stay current with technical information related to the program.
- Speak effectively to diverse audiences of professionals and the public.
- Develop and deliver training for professional staff.
- Prepare reports, program policies, and procedures.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative working relationships.
- Use computers.
- Maintain confidentiality.

#### **Training and Experience:**

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

- Experience in Behavioral Health or Public Administration is highly desirable.
- Possession of a Bachelor's degree in a related field.
- Post-graduate coursework in Behavioral Health, Public Health, Public Administration, or a related field.



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## APPENDIX G: COMMUNITY PROGRAM PLANNING PROCESS & LOCAL REVIEW PROCESS ADVERTISEMENTS


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Facebook (2/9/23):

The image shows a Facebook post from Mono County Behavioral Health. The post header includes the organization's name, a rainbow logo, and the text "Published by Mono Mhsa · February 9 ·". Below the header is the text "Help us plan our programs and services by taking our 10 minute community survey!" followed by icons for a speech bubble, a heart, and a green heart. The main content is a large green graphic with the SurveyMonkey logo at the top. Below the logo is a tablet displaying a SurveyMonkey interface. The left side of the tablet shows a "Create a FREE account" form with fields for name, email, and password, and a "Sign Up" button. The right side of the tablet shows a bar chart with the text "What will you uncover?". At the bottom of the graphic, the text "SURVEYMONKEY.COM" and "Mono County Behavioral Health Community Program Planning Survey 2023" is displayed. A small information icon is visible in the bottom right corner of the graphic.

Email sent Feb. 5, 2023 to Behavioral Health Advisory Board, County staff, and community partners:

### Mono County Behavioral Health Community Survey


 Amanda Greenberg  
To ● Amanda Greenberg

  Reply  Reply All  Forward  

Mon 2/6/2023 9:41 AM

Retention Policy Mono County 2 Year Retention Policy (2 years)

Expires 2/5/2025

 You forwarded this message on 2/6/2023 9:45 AM.



Hello community partners!

Every year, Mono County Behavioral Health does a community needs assessment as part of its Mental Health Services Act Community Program Planning Process. We would like to invite you to share your thoughts on mental health needs and help shape programming throughout Mono County by taking this 5-10 minute survey and where possible sharing it with your staff, listservs, social media, etc. If you have any questions or need additional information, please don't hesitate to reach out. The link is below, along with blurbs in English and Spanish to send to stakeholders, and a QR Code attached if desired.

- Link: <https://www.surveymonkey.com/r/MHSA23>
- English Blurb: Every year, Mono County Behavioral Health (MCBH) does a community needs assessment as part of its Mental Health Services Act Community Program Planning Process. We would like to invite you to share your thoughts on mental health needs and help shape programming throughout Mono County by taking this 5-10 minute survey. Thank you!
- Spanish Blurb: Cada año, el departamento de Salud Mental del condado de Mono (MCBH) hace una evaluación de las necesidades de la comunidad como parte de su Proceso de Planificación del Programa Comunitario de la Ley de Servicios de Salud Mental. Nos gustaría invitarlo a compartir sus pensamientos sobre las necesidades de salud mental y ayudar a dar forma a la programación en todo el condado de Mono tomando esta encuesta de 5-10 minutos. ¡Gracias!

Take care,  
Amanda

Amanda Fenn Greenberg, MPH  
Mono County Behavioral Health  
Mammoth Lakes, CA  
760-924-1754  
[monocounty.ca.gov/behavioral-health](http://monocounty.ca.gov/behavioral-health)

Advertisements in local newspapers:

4 LOCAL NEWS www.theshetnews.com THE SHEET | Saturday, June 3, 2023

## LOCAL BRIEFS

**New President for Deep Springs**  
Dr. Andrew "Andy" Zink will be the new president of Deep Springs College. His term starts July 1. Zink is leaving 16 years at San Francisco State in the reentry, where he was a Prof. of Biology and the Chair of Hiring, Retention, Tenure, and Promotion. For Deep Springs's press release: "Andy has long been fascinated by the evolution of cooperation and conflict in animal societies." He looks forward to reentering the Deep Springs black trail.

Also from the press release, a quote from Marcus Heath, Treasurer of Deep Springs: "Andy's intellect, experience, and temperament are what the college needs at this moment."

Zink himself said, "I remember with great fondness the excitement of having my opportunity to direct my own learning when starting college, and my confidence in and respect for Deep Springs students' ability to find common ground."

**Mammoth Summer Flights**  
Advanced Air, the Los Angeles-based public charter airline, and Mammoth Lakes Tourism announced today that summer flights direct between Mammoth Lakes and Southern California will resume June 30 - September 4. Flights will be as low as \$182 each way. Advanced Air will provide two semi-private flights a week (Fridays and Sundays) straight into the Mammoth Yosemite Airport (MMH) from Hawthorne (HRH) in 50 minutes and Cathedral (CLD) in 85 minutes. Travelers will fly in and out of private terminals and avoid airport traffic, long security lines and TSA. Free shuttle service will continue to be offered out from the Hawthorne Municipal Airport for travelers arriving into LAX from an outside destination, providing easy summer access to Mammoth Lakes from anywhere in the world.

"Two years ago, when we began offering direct, semi-private flights from Southern California to Mammoth, we knew there would be a strong demand for an easy, convenient, and quick way to get to the mountains. The response and utilization of our service has exceeded our expectations and been overwhelming to witness," said Lew Blockstein, Founder & President of Advanced Air. "Southern California has one of the most passionate Mammoth fanbases in the world, and we're excited to partner with Mammoth Lakes Tourism to bring travelers to one of their favorite summer destinations."

This marks the second year that Advanced Air and Mammoth Lakes Tourism have provided direct flights between Southern California and Mammoth Lakes. Upcoming summer events in Mammoth include the 4th of July Parade, Bluesapalooza, Mammoth Wine Festival, Mammoth Rocks Music Festival, and Pedalpalooza.

To book tickets, please go to <https://advancedair.com> or call 1-800-803-7035.

United flights from SFO to Mammoth will run June 12 to September 4, 7 days a week.

**State Farm to Stop Selling Home Insurance in California**  
PRESS RELEASE: From a Wall St. Journal article: "Insurers have faced higher costs and wildfire risks," author Linda Scalet wrote. "State Farm is stopping the sale of new home insurance policies in California effective Saturday, because of wildfire risk and rapid inflation in construction costs."

State Farm's CEO said this decision was due to historic increases in construction costs, ongoing inflation, rapidly growing catastrophe exposure, and a challenging reinsurance market.

Those with existing home insurance policies will not be affected.

State Farm will also stop selling business policies. The company will continue selling new personal auto policies.

Another piece in the Journal's May 31 issue wrote: "The culprit for insurance company departures isn't climate change as the media claims in parroting Sacramento talking points. The cause is the Golden State's horrible insurance environment."

It continues: "State Farm can't accurately price risk and increase its rates to cover ballooning liabilities."

The piece mentions that despite cost hikes in 2017 and 2018 that "helped out two times the underwriting profits that insurers had accrued over the prior 25 years," California's Insurance Commissioner Ricardo Lara "won't let insurers raise premiums to account for increasing wildfire risks."

And, California is the only state that makes insurers set premiums based on historical experience. Transferring insurers "must base rates on prior decades when wildfires were less frequent and intense, and they can't consider how drought will increase their future profitability."

**BURNS Spagh. Wins Tri-Star Comp.**  
PRESS RELEASE: On Wednesday, April 26, Bishop Union High School (BHHS) students competed in the 2023 Tri-Star competition, a contest based on the practical application of trigonometry. Sophomore Alyssa Buchholz, daughter of BHHS math teacher Debbie Buchholz, secured first place with a score of 94 on her test after results were announced on Friday, May 12. She finished the exam in 24 minutes, 47 seconds, earning the fastest time in the local competition at BHHS and 58th place statewide. Her first place honor earned a cash prize of \$150.

Backing out the BHHS winners, Justice Betancos finished in second place with a score of 88 in 40

**more BRIEFS, page 5**

Mayo 18 - 24, 2023 www.E.SierraSierra.com 7

**VIERNES \$3K PREMIOS EN EFECTIVO**

\$100 @ 7PM	\$200 @ 7:30PM	\$300 @ 8PM
\$400 @ 8:30PM	\$500 @ 9PM	\$500 @ 9:30PM

**\$1,000 @ 10PM**

**SABADOS GIRALDO & GANA HASTA \$500 EN EFECTIVO**

3 GANADORES DE ASIENTO CALIENTE CADA 15 MINUTOS • 7PM-9PM

**JUEVES - DOM • 25 - 28 DE MAYO**

**Puedes ganar**

- Camisa Wanaaha
- Juego de tragamonedas gratis
- Almuerzo
- y otros premios

**LUNES - 29 DE MAYO**

**MEMORIAL DAY**

**GANAR Y GANAR HASTA \$500!**

2 GANADORES DE ASIENTO CALIENTE CADA 15 MINUTOS • 4PM-7PM

**WANAHA CASINO**

**Siguenos en The Sierra Reader en FACEBOOK**

**BIENVENIDOS A MULE DAYS**

**Primer BBQ del año**

**27 DE MAYO 5-8 PM**

**TOCARÁ LA BANDA DE HARRY ANDREAS!!**

**Casa de rebote para niños**

**Hamburguesas y Hotdogs con papitas \$5.00**  
Tri-rip \$10.00

180 N. See Vee Lane, Bishop CA 93514  
Comments: Welcome (box)

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**Solicitud de Comentario Público**

**Acta de Servicios de Salud Mental 2023-2026 Plan de Tres Años**

Salud Mental del Condado de Mono te invita a la comunidad para:

- 1 Reparar el plan: [www.monocounty.ca.gov/MHSA](http://www.monocounty.ca.gov/MHSA)
- 2 Mandar comentarios por correo electrónico a: [agreenberg@mono.ca.gov](mailto:agreenberg@mono.ca.gov)
- 3 Compartir su opinión en la audiencia pública: El 12 de Junio a las 3:00 p.m. | 1290 Tavern Rd. Mammoth Lakes, Dana Room o Zoom <https://monocounty.zoom.us/j/7609242222>  
Llamar: +1 669 900 6833  
ID de Reunión: 760 924 2222

Posting on MHP website:

monocounty.ca.gov/behavioral-health/page/mental-health-services-act-quality-improvement

**MONO COUNTY California's Eastern Sierra**

RESIDENTS BUSINESS VISITORS GOVERNMENT

**Information**

**Online Payments**

**Contact Information**

Robin Roberts, MFT  
Director

Mono County Civic Center  
1290 Tavern Road, Suite 276  
P.O. Box 2619  
Mammoth Lakes, CA 93546  
p. (760) 924-1740

**Opportunity for Public Comment**

MCBH is pleased to present its FY 2023-2026 Mental Health Services Act Three-Year Plan, which provides a progress report of MHSA activities for the 2022-2023 fiscal year and an overview of current or proposed MHSA programs planned and/or underway for the fiscal years 2023-2024, 2024-2025, and 2025-2026.

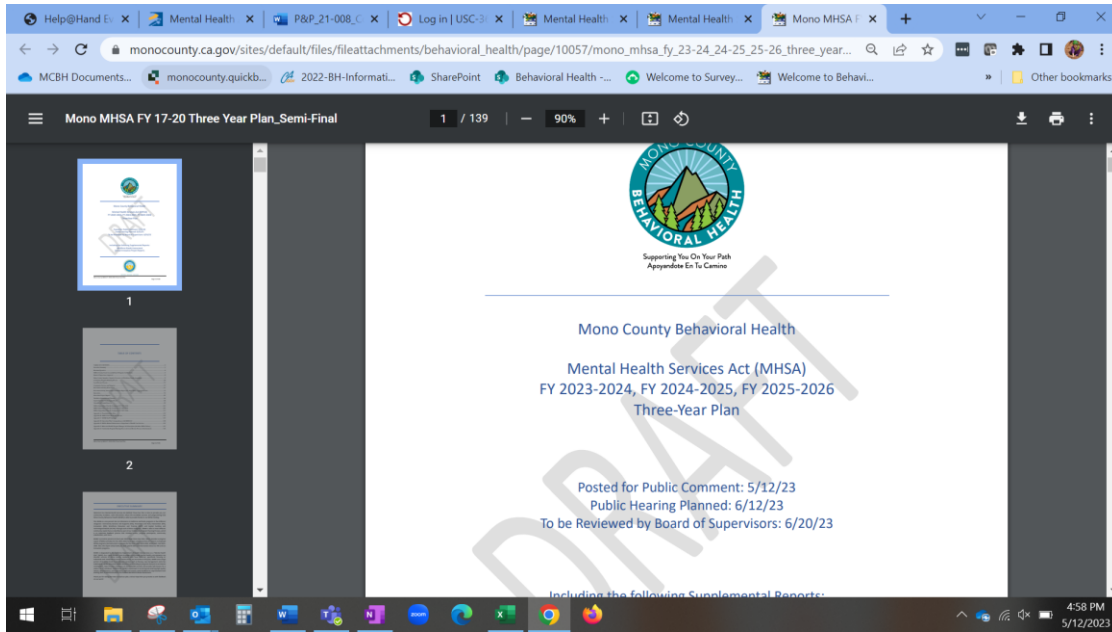
MHSA FY 2023-2026 Three Year Plan (Draft for Public Comment)

On May 12, 2023, Mono County Behavioral Health (MCBH) posted a draft of its MHSA FY 2023-2026 Three-Year Plan. Members of the community are invited to review the plan and submit comments by emailing Amanda Greenberg at [agreenberg@mono.ca.gov](mailto:agreenberg@mono.ca.gov), calling 760-924-1740, or by attending a public meeting on June 12, 2022 at 3 pm in-person at 1290 Tavern Rd. Mammoth Lakes (Mono County Civic Center) in the Dana Room on the second floor.

or via Zoom:

<https://monocounty.zoom.us/j/7609242222>  
Call in: +1 669 900 6833  
Meeting ID: 760 924 2222

**Supporting Documents**



Press release on County website:





# **Mental Health Services Act Three-Year Plan FY 2023-2026**

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**Mono County Behavioral Health**



# What is the MHSA?

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## Ever-Evolving

Created via ballot measure in 2004

No Place Home in 2018

Proposed MHSA Reform that will be on the next ballot

Numerous bills are proposed each year that would impact the MHSA

---

## Highly Regulated

Annual fiscal audits

Program reviews

Information notices

Oversight from DHCS & MHSOAC

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## Transformational

Nothing about us without us

Recovery-oriented

Culturally competent



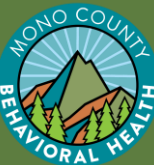


# Community Program Planning Process



- 
- Finding Housing
  - Finding Access to Mental Health Providers
  - Drugs or Alcohol
  - Feeling a Lack of Social Support or Isolation
  - Problems with Social Media
  - Experiencing Bullying
  - Knowledge of Mental Health Issues

# Top Community Needs





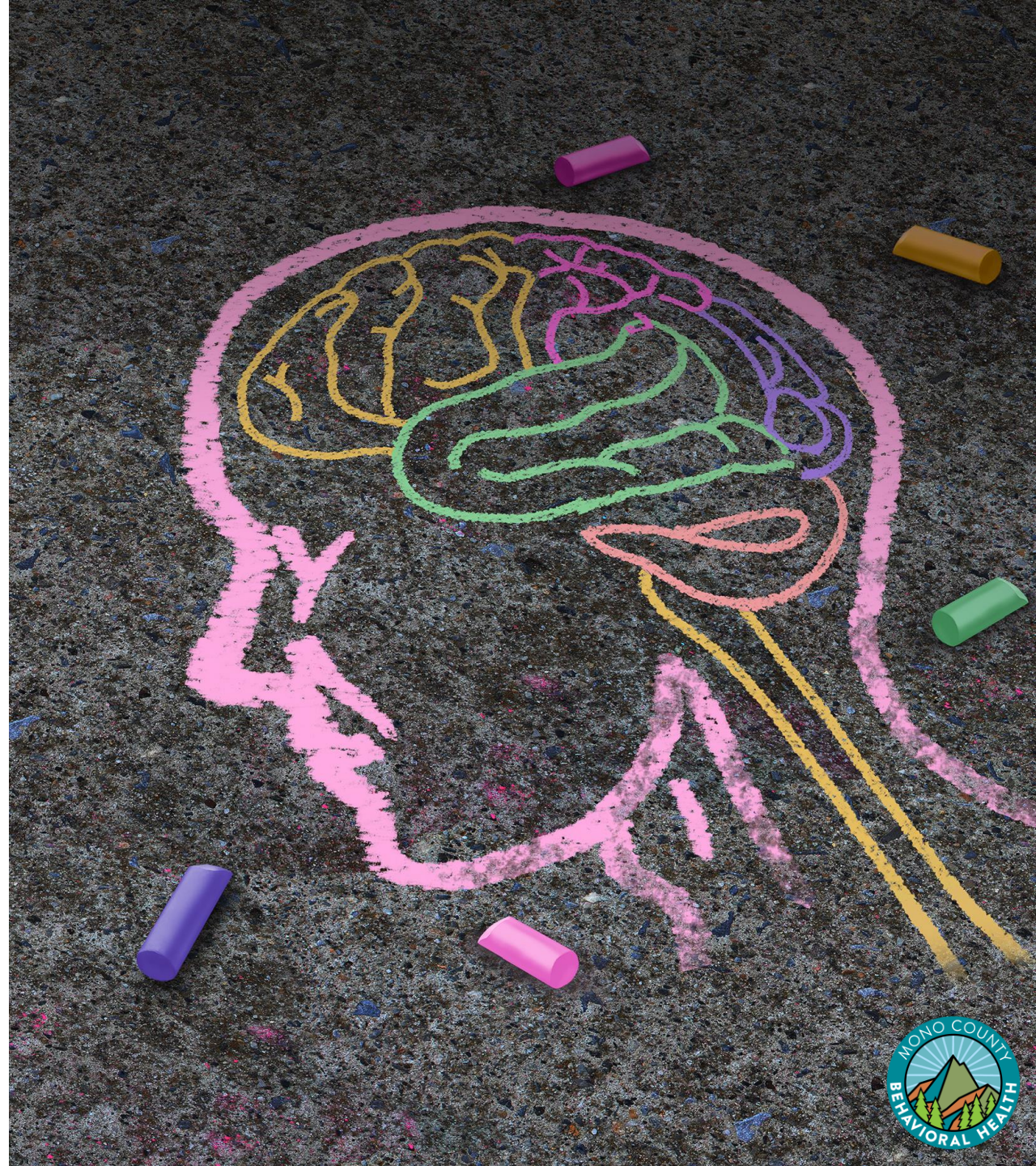


# Top Strategies to Promote Mental Health



# MHSA Funding Components

- Community Services & Supports (CSS)
- Prevention & Early Intervention (PEI)
- Innovation (INN)
- Workforce Education & Training (WET)
- Capital Facilities & Technological Needs (CF/TN)



# CSS: Clinical



**FSP Core Program**



**Telehealth Services**



**Wrap Program**



**Crisis Intervention & Stabilization**



**Case Management & Supportive Services**



“

“Wraparound has given my loved one a place where they feel supported and has helped them understand and cope with their difficult family situation.”

“MCBH staff gained the respect and trust of my brother, not an easy feat, to set a safety plan in place. I cannot thank them enough for their kind and empathetic help with regard to my brother’s care and handling.”

“Behavioral Health has done me very good with the services that they have provided me and are always helping me. I’d be lost without behavioral health.”



“

“Psychiatry has been helpful to do via telehealth because I can do the appointment during my lunch break. Receiving telepsychiatry services has helped my child be calmer and to sleep through out the night. There aren't a lot of options for psychiatry in the area so having a child psychiatrist and one that is accessible via telehealth has been a positive change for our family.”

“I can only sing of praises and I am so overwhelmed by the support. MCBH has been there for me every time I ask. You guys are amazing for what you have done for me.”

“Rehab aid has helped me learn skills that have helped with my impulsivity and with my PTSD. Behavioral health is there for me when I really need them.”



# CSS: Community

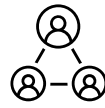
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Wellness Centers



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Socials



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Foro Latino



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Mental Health Month



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Permanent Supportive Housing

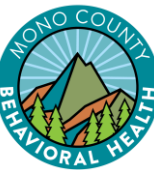



“

“Connection is the opposite of addiction, and I find that here.”

“Coming to groups is my safe place.”

“I love the free wellness activities. Everyone is awesome and so kind. It’s also a very mentally stable area to reflect on everything that makes this town so strong.”



- 
- North Star School-Based Services
  - Peapod Playgroups
  - Walker Senior Center
  - Community Trainings
  - Outreach in Outlying Communities
  - Community Engagement via Social Media

# Prevention & Early Intervention





“

“Peapod has helped me build relationships with other moms – we share tips and experiences.”

“The yoga positions and breathing exercises MCBH staff taught us have helped us be grounded and focused even in our most difficult moments.”



# Innovation: Electronic Health Record

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Modern Interface



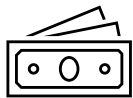
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Human-Centered Design



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Revenue Increases



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CaAIM Documentation  
& Payment Reform



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Data-Driven  
Decision-Making

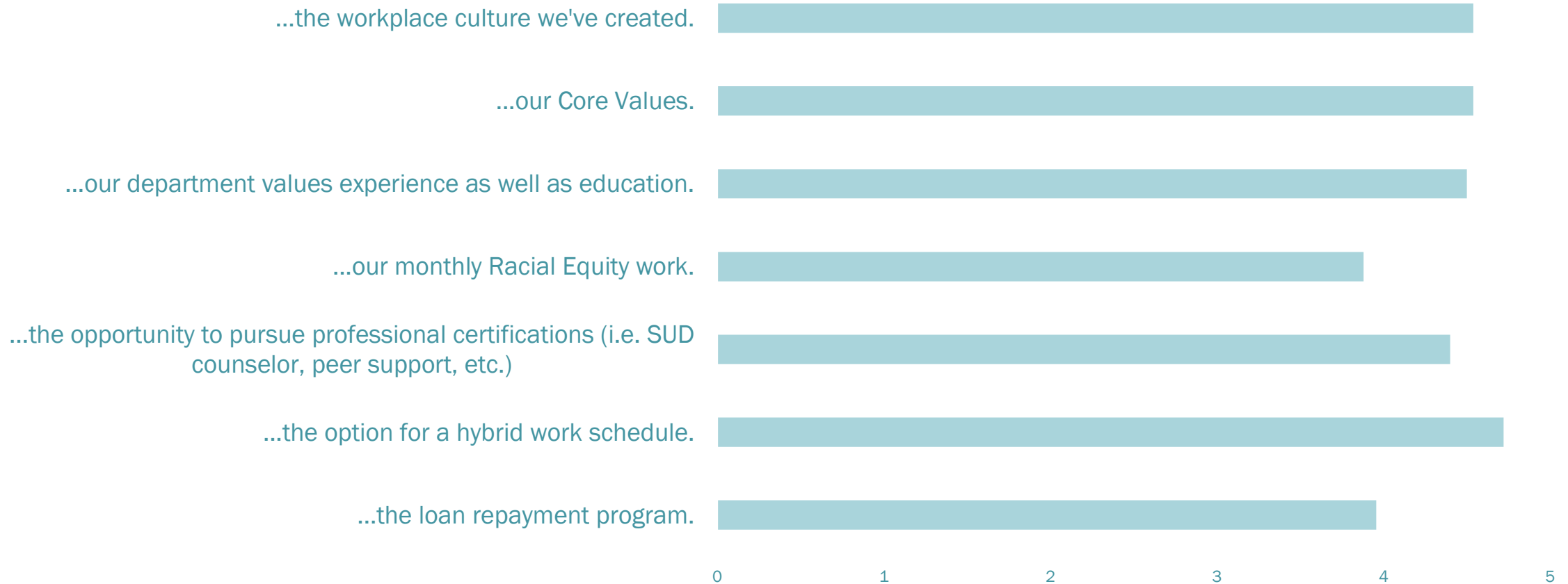




# Workforce Education & Training



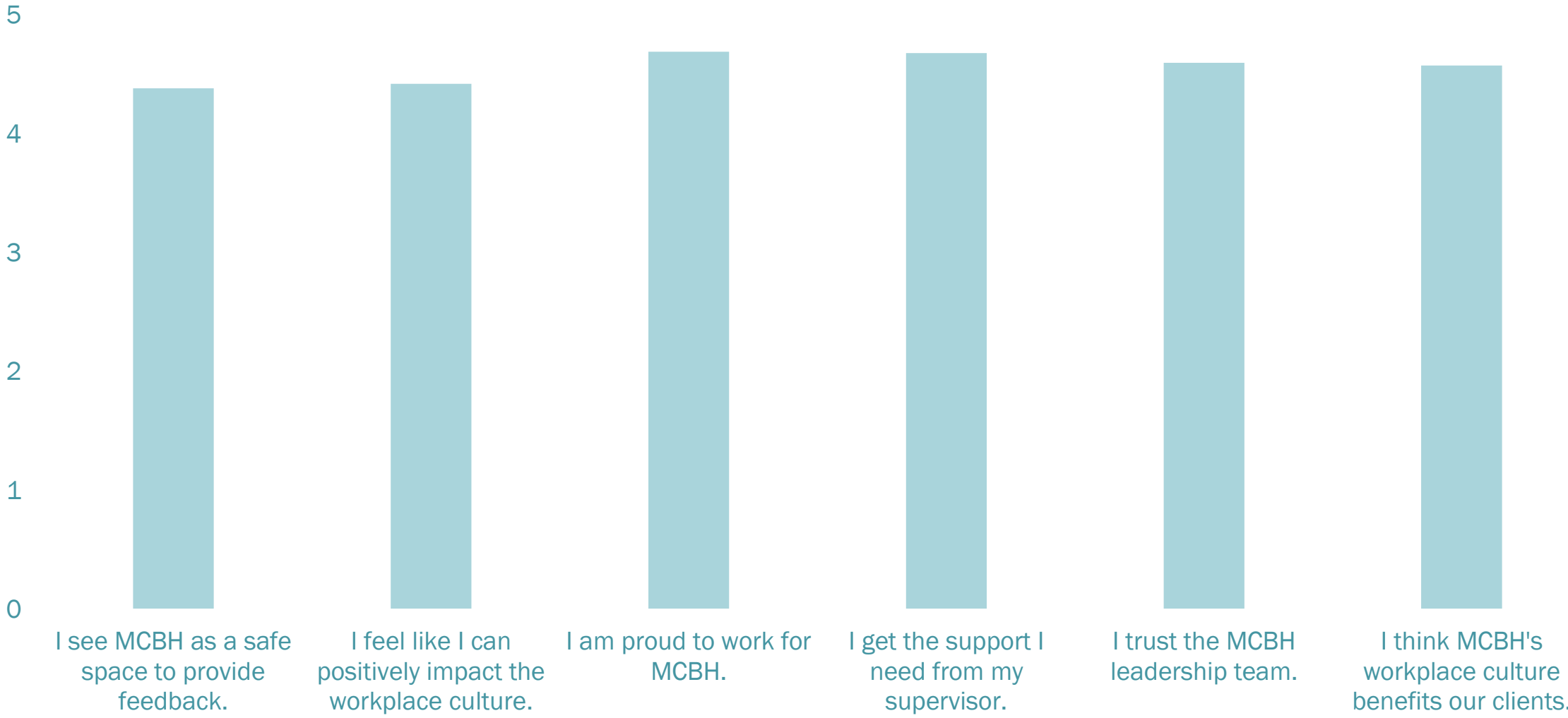
# I am more likely to keep working for MCBH because of...



Average scores | n=26



# Please rate the following:



# Please rate the following about our trainings at MCBH:

My monthly equity continuing education helps me serve clients better.



My supervisor supports my growth and professional development.



I wish we had FEWER trainings at MCBH.



I wish we had MORE trainings at MCBH.



I am happy with the current mix of training types (i.e. some compliance, some mental health topics, some core values) that MCBH provides.



I am happy with the quality of trainings and professional development opportunities I currently get through MCBH.



In my position at MCBH, I have access to the trainings and professional development opportunities I need to grow in my job.



0 1 2 3 4





# Achievements in FY 22-23

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## Clinical

Served 23 FSP clients

Served 8 clients and family members through Wrap, hired Wrap Coordinator, hosted Wrap outreach

Responded to 55 crises

Recruitment and retention of therapists & Peer Support Certification for two unlicensed staff

## Housing

Four-story building

Enrolling clients into housing voucher programs for rental subsidy

Staff joined Eastern Sierra Continuum of Care

## Community

Wellness activities and outreach offered throughout the County

Activities for specific groups: Circulo de Mujeres, Foro Latino, Powwow Dance Classes with MAC, LGBTQ+ Potlucks

Mental Health Month activities

Robust Community Program Planning Process







**Thank You**

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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: Behavioral Health**

**TIME REQUIRED** 5 minutes

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

**PERSONS APPEARING BEFORE THE BOARD**

Amanda Greenberg, Behavioral Health Program Manager

**AGENDA DESCRIPTION:**

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

Proposed participation agreement with California Mental Health Services Authority (CalMHSA) for the Behavioral Health Workforce Program.

**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

This contract is not to exceed \$1,000,000 over a four-and-a-half-year period. This service is paid for through the Mental Health Services Act and the Mental Health Block Grant revenues. Funds will be expended as services are rendered.

**CONTACT NAME:** Amanda Greenberg

**PHONE/EMAIL:** 7609241754 / agreenberg@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">CalMHSA BH Workforce Participation Agreement</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/6/2023 10:46 AM	County Counsel	Yes
6/13/2023 8:41 AM	Finance	Yes
6/13/2023 4:20 PM	County Administrative Office	Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

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**COUNTY OF MONO**

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

**TO:** Mono County Board of Supervisors

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

**DATE:** May 15, 2023

**SUBJECT:**

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

**RECOMMENDED ACTION:**

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

**DISCUSSION:**

The California Mental Health Services Authority (hereafter referred to as CalMHSA) is a Joint Powers of Authority (JPA) formed in 2009 by counties throughout the state to work on collaborative, multi-county projects that improve behavioral health care for all Californians. By pooling resources, forging partnerships, and leveraging technical expertise on behalf of counties, CalMHSA develops strategies and programs with an eye toward transforming community mental health; creates cross-county innovations; and is dedicated to addressing equity to better meet the needs of our most vulnerable populations. This participation agreement for the Behavioral Health Workforce Program between CalMHSA and Mono County Behavioral Health encompasses existing services as well as new programs to help Mono County Behavioral Health recruit, train, and retain qualified and dedicated behavioral health employees. The agreement includes Temporary Clinical Staffing/Permanent Staff Recruitment Program, Training and Certification Courses, Medi-Cal Peer Support Specialist Training and Certification, CalMHSA Workforce Loan Repayment, and an educational program, which offers individuals an opportunity to participate in a two-year Master's in Counseling program.

According to the Steinberg Institute, the state's behavioral health workforce can only serve about a quarter of its need. In 2018, researchers from University of California San Francisco estimated California will have 41% fewer psychiatrists and 11% fewer psychologists, licensed marriage and family therapists, licensed professional clinical counselors and licensed clinical social workers than needed by 2028. Furthermore, since 2020, community need for behavioral health services, workforce shortages, and wage competition from other industries have

intensified, intensifying the long-standing workforce shortage to crisis levels. At the same time, public investment in behavioral health services at the federal, state, and local level continue to increase. Services for crisis care, homelessness prevention, substance use prevention and treatment services, expanded services in public schools and healthcare integration are all driving more demand for behavioral health workers. This participation agreement with CalMHSA is a collaborative effort to address these workforce shortages in the present, as well as the future. This agreement grants access to training resources, certifications, and a temporary pool of licensed and trained behavioral health professionals to temporarily fill any unforeseen staff changes, ensuring continuous care for our community.

**FISCAL IMPACT:**

This contract is not to exceed \$1,000,000 over a four-and-a-half-year period. This service is paid for through the Mental Health Services Act and the Mental Health Block Grant. Funds will be expended as services are rendered.

**SUBMITTED BY:**

Robin K. Roberts, Director of Behavioral Health, Contact: 760.924.1740

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
MASTER PARTICIPATION AGREEMENT  
COVER SHEET

1. Mono County (“Participant”) desires to participate in the Program identified below.  
Name of Program: Behavioral Health Workforce Program
2. California Mental Health Services Authority (“CalMHSA”) and Participant acknowledge that the Program will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.
  - Exhibit A Program Description and Funding
  - Exhibit B General Terms and Conditions
  - Exhibit C Temporary Clinical Staffing/Permanent Staff Recruitment Program
    - Attachment A – Order Form Template
  - Exhibit D Training and Certification Courses
    - Attachment B – Order Form Template
  - Exhibit E Medi-Cal Peer Support Specialist Offerings
    - Attachment C – Order Form Template
  - Exhibit F CalMHSA Workforce Loan Repayment
    - Attachment D – CWLR Requirements
    - Attachment E - Order Form Template
  - Exhibit G Behavioral Health Master’s Level Training Program
    - Attachment F – Order Form Template
3. The maximum amount payable under this Agreement is not to exceed \$1,000,000.
4. Funds payable under this agreement are subject to reversion:
  - Yes: Reversion Date  n/a
  - No.  X
5. The term of the Program is  July 1, 2023,  through  December 31, 2027
6. Authorized Signatures:

**CalMHSA**

Signed: \_\_\_\_\_ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: \_\_\_\_\_

**Participant: MONO COUNTY**

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: Board of Supervisors/ CAO Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: County Counsel Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: Director of Behavioral Health Date: \_\_\_\_\_

**Participation Agreement**  
EXHIBIT A – PROGRAM DESCRIPTION

- A. Name of Program: Behavioral Health Workforce Program**
- B. Term of Program: July 1, 2023, through December 31, 2027**
- C. Program Objective and Overview:**

Objective:

In an effort to combat the labor workforce shortages and lack of adequate training across California County Behavioral Health Agencies, CalMHSA has created a new Behavioral Health Workforce Program that will act as the umbrella program for a variety of workforce, staffing, and training programs.

Overview:

The Behavioral Health Workforce Program Master Participation Agreement includes separate programs Participants may choose to join. Each program has a designated Exhibit describing the program goals, and an accompanying, distinct Order Form that reflects the costs and administrative fees associated with that specific program. This Agreement's not-to-exceed total listed on the Agreement Cover Page is an estimated amount determined based on your County size.



**Participation Agreement**  
EXHIBIT B – General Terms and Conditions

**I. Definitions**

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- I. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- II. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- III. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- IV. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- V. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- VI. Program – The program identified in the Cover Sheet.

**II. Responsibilities**

- A. Responsibilities of CalMHSA:
  - a. Act as the Fiscal and Administrative agent for the Program.
  - b. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
  - c. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
  - d. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
  - a. Participant will pay for individual program services as defined in the fiscal terms in each individual Exhibits C, D, E, F, and G.
  - b. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
  - c. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
  - d. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
  - e. Provide feedback on Program performance.

- f. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

**III. Duration, Term, and Amendment**

- A. The term of the Program is 56 months.
- B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

**IV. Withdrawal, Cancellation, and Termination**

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.
- B. The withdraw of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

**V. Fiscal Provisions**

- A. Funding required from Participant will not exceed **\$1,000,000** during the project period.

**VI. Limitation of Liability and Indemnification**

- A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.
- B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

**Participation Agreement**

Exhibit C – Temporary Clinical Staffing/Permanent Staff Recruitment Program

**I. Program Overview:**

A. This program was developed to provide both temporary and permanent in-person and remote clinical staffing to support County Behavioral Health Departments. If requested, contractor may provide on-site evaluation to Counties to determine staffing needs and will conduct bi-weekly on-site visits after initial site placement.

**II. Budget and Fiscal Provisions:**

**A. Rates for Services –**

<b>Rates for Clinical Staff Recruitment Services</b>			
Job Class	Rate	After 26 Weeks Rate	After 6 Months Rate
LVN	\$80.50	\$76.48	\$76.48
LPN	\$80.50	\$76.48	\$76.48
RN	\$117.30	\$111.44	\$111.44
Psychologists	\$182.85	\$173.71	\$173.71
Psychologists Intern	\$97.75	\$92.86	\$92.86
Psychiatrists	\$408.25	\$387.84	\$387.84
Marriage and Family Therapists	\$103.50	\$98.33	\$98.33
Marriage and Family Therapists-Intern	\$80.50	\$76.48	\$76.48
Licensed Clinical Social Worker	\$126.50	\$120.18	\$120.18
Clinical Social Worker-Intern	\$94.30	\$89.59	\$89.59
Licensed Professional Clinical Counselor	\$115.00	\$109.25	\$109.25
Professional Clinical Counselor Intern	\$97.75	\$92.86	\$92.86
<b>Tele-Psychiatry/Therapy Bill Rates</b>			
Tele-Psychologists	\$113.85	\$108.16	\$108.16
Tele-Psychiatry	\$276.00	\$262.20	\$262.20
Tele-M&FT	\$92.00	\$87.40	\$87.40
Tele-LCSW	\$97.75	\$92.86	\$92.86
Tele-LPCC	\$97.75	\$92.86	\$92.86

**B. Payment Method –**

Participant will submit an Order Form to CalMHSA on a quarterly basis at [accountsreceivable@calmhsa.org](mailto:accountsreceivable@calmhsa.org) using the template listed in Exhibit C – Attachment A –Order Form Template. CalMHSA will then invoice for services requested. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

**C. Administrative Fee –**

Participant will be charged a 15% administrative fee inclusive in the total cost of each service.

**Participation Agreement**

Attachment A – Temporary Clinical Staffing/Permanent Staff Recruitment Program

[ORDER FORM #]

[DATE]

**PARTICIPANT:**

**PAYMENT MADE TO:**

California Mental Health Services Authority  
 1610 Arden Way, STE 175  
 Sacramento, CA 95815

<b>Temporary Clinical Staffing/Permanent Staff Recruitment Program Order Form</b>			
<b>Job Class</b>	<b>Hourly Rate</b>	<b>Hours Served</b>	<b>Total</b>
LVN	<i>\$80.50</i>	<i>10</i>	<i>\$805.00</i>
LPN			
RN			
Psychologists			
Psychologists Intern			
Psychiatrists			
Marriage and Family Therapists			
Marriage and Family Therapists-Intern			
Licensed Clinical Social Worker			
Clinical Social Worker-Intern			
Licensed Professional Clinical Counselor			
Professional Clinical Counselor Intern			
Tele-Psychologists			
Tele-Psychiatry			
Tele-M&FT			
Tele-LCSW			
Tele-LPCC			
<b>Total Cost of Clinical Staffing</b>			<i>\$805.00</i>
<b>Total</b>			<i>\$805.00</i>

**Authorized Signatory:**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Participation Agreement**  
Exhibit D – Training and Certification Courses

**I. Program Overview:**

A. This program was created to provide Training and Certification courses to Participant’s staff as needed. Depending on the type of course- training and certifications will be made available via a virtual meeting platform or recorded online at CalMHSA’s Learning Management System. Examples of potential trainings and certifications include substance use, mental health, law and ethics, 5150, and care coordination.

**II. Budget and Fiscal Provisions:**

**A. Rates for Services –**

Training Type	Rate
Training and Certification	Not to Exceed \$100,000 over the project period

**B. Payment Method –**

Participant will submit an Order Form to CalMHSA on a monthly basis at [accountsreceivable@calmhsa.org](mailto:accountsreceivable@calmhsa.org) using the template listed in Exhibit D – Attachment B –Order Form Template. CalMHSA will then invoice for services requested. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

**C. Administrative Fee –**

Participant will be charged a 15% administrative fee inclusive in the total cost of each service.

**III. Registration and Alerts**

A. Participant will be alerted of potential courses either via an email to a designated County liaison, publicly posted on our website, and/or be made available through the CalMHSA Virtual Learning Management System. Participant will register for the courses via a registration link provided by CalMHSA either directly via email, publicly posted on our website, and/or be made available through the CalMHSA Virtual Learning Management System.

**Participation Agreement**  
 Attachment B – Training Program Order Form

**[ORDER FORM #]**  
**[DATE]**

**PARTICIPANT:**

**PAYMENT MADE TO:**  
 California Mental Health Services Authority  
 1610 Arden Way, STE 175  
 Sacramento, CA 95815

<b>Training Program Order Form</b>				
<b>Registrant Name</b>	<b>Date of Course</b>	<b>Training Course</b>	<b>Rate</b>	<b>Total</b>
<i>Jane Doe</i>	<i>7/1/23</i>	<i>3-Hour 5150 Training</i>	<i>\$130</i>	<i>\$130</i>
<b>Total Cost of Courses</b>				<i>\$130.00</i>
<b>Total</b>				<i>\$130</i>

**Authorized Signatory:**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Participation Agreement**  
Exhibit E – Medi-Cal Peer Support Specialist Program Offerings

**I. Program Overview:**

A. CalMHSA established a Medi-Cal Peer Support Specialist Certification program as required in [BHIN 21-041](#) for interested counties. This program allows the Participant to purchase Medi-Cal Peer Support Specialist Certification related items as needed.

**II. Budget and Fiscal Provisions:**

**A. Rates for Services –**

Item	Cost
Peer Support Specialist Certification Bundle* (covers costs of application, core competency training, and one-time exam)	\$1,850
Application for Medi-Cal Peer Support Certification	\$100
80-hour Core Competency Training for Medi-Cal Peer Support Specialist	Not to Exceed \$1600*
Parent Family Caregiver Specialization Training Course	Not to Exceed \$1600*
Crisis Specialization Training Course	Not to Exceed \$1600*
Unhoused Specialization Training Course	Not to Exceed \$1600*
Justice-Involved Specialization Training Course	Not to Exceed \$1600*
Medi-Cal Peer Support Specialist Certification Exam	\$150/per attempt
Exam Retake	\$150/per attempt
Biennial Renewal for– re-certification for Medi-Cal Peer Support Specialist	\$80
Reinstatement of Certification for Medi-Cal Peer Support Specialist	\$80
Training Provider Application - Medi-Cal Peer Support Specialist Training (valid for 2 years from date of approval)	\$300



Training Provider Application – Specialization Training Course(s) (valid for 2 years from date of approval)	\$300/per specialization
Training Provider Application - Continuing Education Training (valid for 2 years from date of approval)	\$300
Training Provider Application – 40-Hour Refresher Training Course for Medi-Cal Peer Support Specialist (valid for 2 years from date of approval)	\$300
Training Provider Application – Renewal of Approval (valid for 2 years from date of re-approval)	\$300
Supervisor Training	\$0

**\*Training Course Fees will be dependent on the Training Vendor Selected.**

**B. Payment Method –**

Participant will submit an Order Form to CalMHSA on a monthly basis at [accountsreceivable@calmhsa.org](mailto:accountsreceivable@calmhsa.org) using the template listed in Exhibit E – Attachment C –Order Form Template. CalMHSA will then invoice Participant for services requested. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

**C. Administrative Fee –**

Participant is subject to a 15% administrative fee to be charged only to the following items:

- Peer Support Specialist Certification Bundle\* (covers costs of application, core competency training, and one-time exam)
- 80-hour Core Competency Training for Medi-Cal Peer Support Specialist
- Parent Family Caregiver Specialization Training Course
- Crisis Specialization Training Course
- Unhoused Specialization Training Course
- Justice-Involved Specialization Training Course

**Participation Agreement**  
 Attachment C – Medi-Cal Peer Support Specialist Program Offerings

**[ORDER FORM #]**

**[DATE]**

**PARTICIPANT:**

**PAYMENT MADE TO:**

California Mental Health Services Authority  
 1610 Arden Way, STE 175  
 Sacramento, CA 95815

**Medi-Cal Peer Support Specialist Program Order Form**

<b>Item</b>	<b>Cost **</b>	<b>Number of Items</b>	<b>Total</b>
Peer Support Specialist Certification Bundle* (covers costs of application, core competency training, and one-time exam)	\$1,850*		
Application for Medi-Cal Peer Support Certification	\$100		
80-hour Core Competency Training for Medi-Cal Peer Support Specialist	Not to Exceed \$1600*		
Parent Family Caregiver Specialization Training Course	Not to Exceed \$1600*		
Crisis Specialization Training Course	Not to Exceed \$1600*		
Unhoused Specialization Training Course	Not to Exceed \$1600*		
Justice-Involved Specialization Training Course	Not to Exceed \$1600*		
Medi-Cal Peer Support Specialist Certification Exam	\$150/per attempt		
Exam Retake	\$150/per attempt		
Biennial Renewal for– re-certification for Medi-Cal Peer Support Specialist	\$80		
Reinstatement of Certification for Medi-Cal Peer Support Specialist	\$80		
Training Provider Application - Medi-Cal Peer Support Specialist Training (valid for 2 years from date of approval)	\$300		
Training Provider Application – Specialization Training Course(s) (valid for 2 years from date of approval)	\$300/per specialization		
Training Provider Application - Continuing Education Training (valid for 2 years from date of approval)	\$300		
Training Provider Application – 40-Hour	\$300		

Refresher Training Course for Medi-Cal Peer Support Specialist (valid for 2 years from date of approval)			
Training Provider Application – Renewal of Approval (valid for 2 years from date of re-approval)	\$300		
Supervisor Training	\$0		
<b>Total Cost for Items</b>			
<b>Administrative Fee 15% for Cost of Items*</b>			
<b>Total Cost</b>			

**\*Administrative Fee only applies to specific items as identified in Exhibit E of \_\_\_\_ Agreement.**  
**\*\* Training Course Fees will be dependent on the Training Vendor Selected. Participant will confirm with CalMHSA which fees to input based on their staff training selection.**

**Authorized Signatory:**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Participation Agreement**

Exhibit F – CalMHSA Workforce Loan Repayment (CWLR)

**I. Program Overview:**

This program will provide financial incentive to hire and retain qualified, eligible employees in “hard to fill/retain” positions in the Participant County system, including employees of community-based organizations.

A CalMHSA Workforce Loan Repayment (CWLR) award recipient may receive awards in the amount of \$50,000 to repay educational loans in exchange for a 3-year service obligation in a hard-to-fill/retain positions. The determination of hard-to-fill/retain positions shall be based upon criteria detailed in Attachment F hereto and pursuant to the participating County’s individual guidelines. An award recipient’s job change to a different organization during the application review process through completion of the required 3-year service obligation would be cause for disqualification as it voids the minimum length of time for the employment requirement. An award recipient may retain an award if they transfer to another hard-to-fill/retain position within the same entity.

**II. Budget and Fiscal Provisions:**

- A. Funding required from Participant will not exceed \$ 0.00 during the project period for this project.
- B. Participant will pay an amount not to exceed \$ 0.00 to CalMHSA who will act as a fiscal intermediary in the implementation of the Program. CalMHSA shall invoice the Participant within 30 days of agreement execution for the total cost of this program. Upon cancellation, termination or other conclusion of this contract, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant.
- C. **Administrative Fee**—  
CalMHSA will retain an administrative fee in the amount of \$ 0.00 or 15% of the total cost of this agreement for administering these services.

**C. CalMHSA Workforce Loan Repayment Program Responsibilities**

- 1. Act as the Fiscal and Administrative agent for the Program.
- 2. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
- 3. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
- 4. Comply with CalMHSA’s Joint Powers Agreement and Bylaws.
- 5. Develop CWLR application form and instructions, and marketing and outreach materials.
- 6. Coordinate with Participant about program timeline including application start and end dates.
- 7. Make announcement about application cycle opening through web posting on CalMHSA website.
- 8. Make application available on the CalMHSA website for applicants to complete the application.

9. Schedule and host technical assistance calls to provide opportunities for applicants to ask questions and receive technical assistance pertaining to their applications.
10. Respond to calls or emails from applicants about their applications and online submissions.
11. Organize and select an application review committee with consumer/family member experience to review and score applications.
12. Coordinate with Participant to make award announcement and notify selected awardees.
13. Review and sign off on applicant's loan information, obtain proper authorization to pay lender on behalf of awardee, and cut and distribute checks to the lending institutions.
14. Collect and report demographic data as determined by Participant.
15. Develop contracts with each awardee.
16. Provide quarterly status reports to Participant indicating program updates, loan payment amounts, closing balance of funds and administrative costs.
17. Distribute awards and perform all other services consistent with all laws, including but not limited to the Mental Health Services Act.

**D. Participant Workforce Loan Repayment Program Responsibilities**

1. Participant will pay for individual program services as defined in the fiscal provisions in Exhibit F– Section II.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
3. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.
7. Make announcement about application cycle opening through web posting on Participant internet and intranet, sharing information in systems of care staff meetings.
8. Coordinate and deliver presentations and provide workshops on Participant CWLR application information and eligibility criteria to potential applicants.
9. Establish and provide hard-to-fill/retain eligibility guidelines.
10. Respond to all email and phone inquiries from potential applicants and organizations about eligibility criteria, including changes in employment, and work-site eligibility.
11. Make all determinations regarding employee eligibility and certifications for and award of program benefits in compliance with applicable laws.
12. Send eligible applicant list to CalMHSA.
13. Transfer total program funds from the Participant to CalMHSA within 30 days of agreement execution.
14. Provide regular fiscal reports to Participants and/or other public agencies with a right to such reports.

**Participation Agreement**  
Attachment D– CalMHSA Workforce Loan Repayment – Participant Criteria

Mono County -Hard to Fill/Retain Eligibility Criteria

**Direct Service Staff – Requirements**

Work Hours	Must work a minimum of 32 hours per week in a public mental health program. Psychiatrists must work a minimum of 20 hours per week in a public mental health program.
Employment Status	Must be employed in an eligible provider role, as identified in the CWLR application.
Totally Weekly Hours of Direct Service	Must provide a minimum of 20 hours direct service per week. Part-time Psychiatrists are exempt from the minimum 20-hour direct service requirement.
Work Location	Must work within an eligible Participant County-operated mental health setting or a contracted, community-based mental health or substance use disorder agency. *

\* Hospital programs and publicly funded programs administered by adult correctional entities or services provided in adult correctional facilities are not eligible for this program.

**Applicants must meet one of the following requirements:**

1.	Providers who are bilingual in one of the Participant’s threshold languages and/or who Represent the ethnically and culturally diverse communities that the Participant serves.	And/Or	Have lived experience as a mental health consumer/family member or represent one or more of the following ethnically and culturally diverse communities that the Participant serves: African American, Asian Pacific Islander, Hispanic, Native American, South or Southeast Asian, or LGBTQI.
2.	Providers In hard to fill/retain positions or those who possess experience/ expertise in hard to Fill/retain skill sets.	OR	Providers with the following titles: Psychiatric Mental Health Nurse Practitioners, Clinical Psychiatric Pharmacist, Psychiatrists, especially child psychiatrists, Providers with integrated primary care/behavioral health care experience, or Providers who work in programs delivering services to: <ul style="list-style-type: none"> <li>- Older Adults</li> <li>- Transitional Age Youth</li> <li>- LGBTQI Populations</li> <li>- Youth in the Juvenile Justice System</li> <li>- Clients with Substance Use/Co-</li> </ul>

			Occurring Conditions
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\* Change of jobs to a different organization during the application review process is cause for disqualification, as it voids the minimum length of time of the employment requirement. However, a change of job with the same organization, serving the same population in a hard to fill/retain position will not disqualify.

\*\* Direct Service is defined as: services that generates units of service, opening or closing cases, crisis intervention, assessments, individual /family /group therapy, rehabilitation services, medication evaluation/consultation, integrated behavioral and EBP interventions.

\*\*\*To receive credit, clearly identify your qualifying program, job function and direct service hours in the "Employment Verification" section of the CWLR application.

**Participation Agreement**

Attachment E – CalMHSA Workforce Loan Repayment Program

[ORDER FORM #]  
 [DATE]

**PARTICIPANT:**

**PAYMENT MADE TO:**

California Mental Health Services Authority  
 1610 Arden Way, STE 175  
 Sacramento, CA 95815

CalMHSA Workforce Loan Repayment Program Order Form				
Staff Name	Loan Amount	Length of Service	Staff Contact Email	Total
<i>Jane Doe</i>	<i>\$10,000</i>	<i>12 months</i>	<a href="mailto:Jane.done@example.org"><i>Jane.done@example.org</i></a>	<i>\$10,000</i>
<b>Total Cost of Students</b>				<b><i>\$10,000</i></b>
<b>Administrative Fee 15%</b>				<b><i>\$1,500</i></b>
<b>Total</b>				<b><i>\$11,500</i></b>

**Authorized Signatory:**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Participation Agreement**



Exhibit G – Behavioral Health Master’s Level Training Program

**I. Program Overview:**

A. This is program provides behavioral health-specific training for county staff who have a Bachelor’s degree. The curriculum includes two emphasis areas: marriage, family and child counseling, and clinical mental health counseling. Counties identify staff to fill cohorts the university designates specifically for them, allowing them to expand and deepen their workforce capability.

**II. Student Requirements:**

A. Interested County staff are required to apply and be officially accepted in writing to the Palo Alto University Master’s Program to qualify for the Tuition Reimbursement. CalMHSA cannot guarantee staff acceptance into this program.

B. County staff who choose to participate in the Palo Alto University Master’s Program must sign a Tuition Re-Payment Agreement with CalMHSA and their current employer to agree to work for their current employer for a consecutive number of years. Commitment time will be determined by the County, but is recommended to be between 5-7 years.

C. Cohorts will be split into two priority groups: 1) Spanish-Speaking Priority, 2) Rural-California priority. Staff does not need to be a member of these priority groups to apply to the program.

**III. Budget and Fiscal Provisions:**

**A. Rates for Services \***

Cohort	Price per Student**
Cohort 1 - FY 2022-2023 – FY 2025-2026	Not to Exceed \$119,896.95/per student
Cohort 2 - FY 2024-2025 – FY 2026-2027	Not to Exceed \$119,896.95 /per student

**\*Includes Operational and Start-Up costs**

**\*\*Total cost dependent on student enrollment**

**B. Payment Method –**

Participant will identify the number of eligible staff to attend the program prior to staff’s acceptance and will pay for the total cost of each staff to attend the Master’s Program. Staff slots will not expire and be available on a rolling basis depending on cohort space availability. Participant will be purchasing up to 2 student slots. CalMHSA will invoice for the 1<sup>st</sup> student slot within 30 days of contract execution. CalMHSA will invoice for the 2<sup>nd</sup> student slot within 30 days of June 15<sup>th</sup>, 2024. Participant will pay invoice within 30 days of receipt.

**C. Due Dates –**

- a. Participants who wish to participate in Cohort 1 will need to pay CalMHSA no later than July 31, 2023.
- b. Participants who wish to participate in Cohort 2 will need to pay CalMHSA no later than June 15, 2024.

**D. Administrative Fee –**

Participant will be charged a 15% administrative fee inclusive in the total cost of each individual staff slot.

**IIV. Timeline and Course Schedule:**

**Cohort 1 – Fall 2023 Start**

<b>COURSE SEQUENCE AND SAMSHA COMPETENCIES FOR PUBLIC BEHAVIORAL HEALTH WORKFORCE</b>		
<b>Fall 2023 (Quarter 1)</b> Professional Orientation (IC, CT, SOP) Life Span Development (SA, CCA) Counseling Theory (INT)	<b>Winter 2024 (Quarter 2)</b> Diagnosis (SA, CPC, CCA) Counseling Skills (IC, CT, PBQI) Residency I (CT, SA, CPC, PBQI) Legal and Ethical Foundations (CPC, INT, PBQI)	<b>Spring 2024 (Quarter 3)</b> Multicultural Counseling Theories and Techniques (SA, CCA, PBQI) Group Counseling (IC, CT, CPC, INT, CCA) Appraisal and Assessment in Counseling (IC, SA, CPC, CCA)
<b>Summer 2024 (Quarter 4)</b> Crisis and Trauma Counseling (IC, CT, SA, CPC, INT) Residency II (CT, SA, CPC, INT) Child and Adolescent Counseling (SA, INT, CCA)	<b>Fall 2024 (Quarter 5)</b> Community Mental Health (IC, CT, SOP) Addiction Counseling (SA, CPC, INT, CCA, SOP) Practicum (IC, CT, CPC, PBQI, INF)	<b>Winter 2025 (Quarter 6)</b> Advanced Elective (Varies) Internship I (IC, CT, CPC, PBQI, INF)
<b>Spring 2025 (Quarter 7)</b> Sexual Issues in Counseling (INT, CCA) internship II (IC, CT, CPC, PBQI, INF)	<b>Summer 2025 (Quarter 8)</b> Research and Program Evaluation (SOP, PBQI) Advanced Elective (Varies)	<b>Fall 2025 (Quarter 9)</b> Career Development Theories and Techniques (IC, SA, CCA) Psychopharmacology (IC, SA, SOP)
<b>Advanced Electives</b> Family Systems Theory (IC, CT, SA, INT)                      Family Play Therapy (IC, CT, SA, INT) Couples Counseling (IC, CT, SA, INT)                      Advanced Multicultural Counseling (IC, INT, CCA) Introduction to Play Therapy (IC, CT, SA, INT)              Cognitive Behavioral Therapy (IC, CT, SA, INT) Counseling Womxn (IC, CT, SA, INT)                      Spanish for Clinicians (IC, CT, SA, INT)		
<b>Cocurricular Programming</b> PAU Public Behavioral Health Insights Program (CPC, CCA, SOP, INF) eClinic (IC, CT, SA, CPC, INT, CCA, SOP, PBQI, INF) Foundations in Digital Mental Health Certificate (CPC, INT, CCA, INF)		

**Cohort 2 – Fall 2024 Start**

<b>COURSE SEQUENCE AND SAMSHA COMPETENCIES FOR PUBLIC BEHAVIORAL HEALTH WORKFORCE</b>
---

<p><b>Fall 2024 (Quarter 1)</b> Professional Orientation (IC, CT, SOP) Life Span Development (SA, CCA) Counseling Theory (INT)</p>	<p><b>Winter 2025 (Quarter 2)</b> Diagnosis (SA, CPC, CCA) Counseling Skills (IC, CT, PBQI) Residency I (CT, SA, CPC, PBQI) Legal and Ethical Foundations (CPC, INT, PBQI)</p>	<p><b>Spring 2025 (Quarter 3)</b> Multicultural Counseling Theories and Techniques (SA, CCA, PBQI) Group Counseling (IC, CT, CPC, INT, CCA) Appraisal and Assessment in Counseling (IC, SA, CPC, CCA)</p>								
<p><b>Summer 2025 (Quarter 4)</b> Crisis and Trauma Counseling (IC, CT, SA, CPC, INT) Residency II (CT, SA, CPC, INT) Child and Adolescent Counseling (SA, INT, CCA)</p>	<p><b>Fall 2025 (Quarter 5)</b> Community Mental Health (IC, CT, SOP) Addiction Counseling (SA, CPC, INT, CCA, SOP) Practicum (IC, CT, CPC, PBQI, INF)</p>	<p><b>Winter 2026 (Quarter 6)</b> Advanced Elective (Varies) Internship I (IC, CT, CPC, PBQI, INF)</p>								
<p><b>Spring 2026 (Quarter 7)</b> Sexual Issues in Counseling (INT, CCA) internship II (IC, CT, CPC, PBQI, INF)</p>	<p><b>Summer 2026 (Quarter 8)</b> Research and Program Evaluation (SOP, PBQI) Advanced Elective (Varies)</p>	<p><b>Fall 2026 (Quarter 9)</b> Career Development Theories and Techniques (IC, SA, CCA) Psychopharmacology (IC, SA, SOP)</p>								
<p><b>Advanced Electives</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Family Systems Theory (IC, CT, SA, INT)</td> <td style="width: 50%; border: none;">Family Play Therapy (IC, CT, SA, INT)</td> </tr> <tr> <td style="border: none;">Couples Counseling (IC, CT, SA, INT)</td> <td style="border: none;">Advanced Multicultural Counseling (IC, INT, CCA)</td> </tr> <tr> <td style="border: none;">Introduction to Play Therapy (IC, CT, SA, INT)</td> <td style="border: none;">Cognitive Behavioral Therapy (IC, CT, SA, INT)</td> </tr> <tr> <td style="border: none;">Counseling Womxn (IC, CT, SA, INT)</td> <td style="border: none;">Spanish for Clinicians (IC, CT, SA, INT)</td> </tr> </table>			Family Systems Theory (IC, CT, SA, INT)	Family Play Therapy (IC, CT, SA, INT)	Couples Counseling (IC, CT, SA, INT)	Advanced Multicultural Counseling (IC, INT, CCA)	Introduction to Play Therapy (IC, CT, SA, INT)	Cognitive Behavioral Therapy (IC, CT, SA, INT)	Counseling Womxn (IC, CT, SA, INT)	Spanish for Clinicians (IC, CT, SA, INT)
Family Systems Theory (IC, CT, SA, INT)	Family Play Therapy (IC, CT, SA, INT)									
Couples Counseling (IC, CT, SA, INT)	Advanced Multicultural Counseling (IC, INT, CCA)									
Introduction to Play Therapy (IC, CT, SA, INT)	Cognitive Behavioral Therapy (IC, CT, SA, INT)									
Counseling Womxn (IC, CT, SA, INT)	Spanish for Clinicians (IC, CT, SA, INT)									
<p><b>Cocurricular Programming</b> PAU Public Behavioral Health Insights Program (CPC, CCA, SOP, INF) eClinic (IC, CT, SA, CPC, INT, CCA, SOP, PBQI, INF) Foundations in Digital Mental Health Certificate (CPC, INT, CCA, INF)</p>										



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: CAO**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Mary Booher, Interim County  
Administrative Officer

**SUBJECT** Highway Users Tax Account (HUTA)  
Workshop

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

Informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Mary Booher

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">HUTA Staff Report</a>
<input type="checkbox"/> <a href="#">HUTA Allocations 23-24</a>

**History**

Time	Who	Approval
6/15/2023 9:54 AM	County Counsel	Yes
6/13/2023 8:41 AM	Finance	Yes
6/15/2023 9:55 AM	County Administrative Office	Yes



June 20, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Interim County Administrative Officer

RE: Highway User Tax Account (HUTA) workshop

**BOARD OF SUPERVISORS**

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**Strategic Plan Focus Areas Met**

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

During budget workshops, a Board member asked for additional information related to the Highway User Tax Account (HUTA), also known as the gas tax. According to estimates provided by the California State Association of Counties, Mono County is estimated to receive \$4.8 million in gas tax in FY 2023-24 (attachment A).

California’s gas tax in 2023 is \$.539/gallon for gasoline and \$.41/gallon for diesel. This is an excise tax, added to each gallon of gas sold. Historically, as an excise tax, the gas tax did not keep up with inflation, especially as fuel efficiency in cars improved. Therefore, in 2010, new legislation resulted in an annual increase to the excise tax in order to keep up with inflation for road maintenance. The “base tax” at that time was \$.205/gallon, Senate Bill 1 is \$.137/gallon, and the remaining (currently \$.197) is considered the “incremental tax.”

The base tax is allocated as follows:

- 64% of base tax to the state
- 36% of base tax to counties and cities

The incremental tax is allocated as follows

- Backfill truck weight fee revenues to the state. These truck weight fee revenues were re-directed to pay transportation bond payments.
- The balance is allocated as follows:
  - 44 percent to cities and counties for their streets and roads

- 44 percent to State Highway Account (SHA) for the State Transportation Improvement Program, which funds highway, transit, and roadway capacity expansions
- 12 percent to SHA for the State Highway Operation and Protection Program, which mainly funds state highway rehabilitation projects.

California Streets and Highways Code Section 2103-2110 outline the formulas for the distribution of HUTA. For most of the funds, 50% is allocated to counties and 50% to cities. From the total county allocation, this is distributed 75% based on the county's prorated share of registered vehicles, and 25% of the county's prorated share of maintained miles.

In addition, up to \$7 million is allocated statewide to reimburse counties for snow removal costs. If the total requested reimbursement is less than \$7 M, then the full amount is reimbursed. If the total requested reimbursement exceeds \$7M, reimbursements to counties are prorated based on the county's share of the total reimbursable costs for the preceding three years.

County HUTA and RMRA Revenue Estimates - FY 2023-24						
COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
ALAMEDA	\$9,725,211	\$15,108,069	\$6,863,333	\$461,226	\$24,260,924	\$56,418,763
ALPINE	\$188,781	\$313,681	\$148,142	\$22,375	\$470,941	\$1,143,920
AMADOR	\$947,547	\$788,091	\$577,849	\$213,077	\$2,363,791	\$4,890,356
BUTTE	\$3,174,414	\$2,673,837	\$1,935,875	\$454,622	\$7,919,028	\$16,157,775
CALAVERAS	\$1,432,177	\$1,084,427	\$873,395	\$354,662	\$3,572,770	\$7,317,431
COLUSA	\$1,122,140	\$620,683	\$684,322	\$130,059	\$2,799,337	\$5,356,541
CONTRA COSTA	\$8,217,157	\$12,268,909	\$5,841,642	\$982,706	\$20,498,869	\$47,809,283
DEL NORTE	\$581,829	\$362,282	\$354,821	\$122,030	\$1,451,456	\$2,872,417
EL DORADO	\$3,026,875	\$3,768,771	\$2,060,325	\$905,023	\$7,550,970	\$17,311,964
FRESNO	\$10,649,114	\$10,587,267	\$6,494,225	\$1,325,879	\$26,565,732	\$55,622,216
GLENN	\$1,364,289	\$757,307	\$831,994	\$152,953	\$3,403,414	\$6,509,957
HUMBOLDT	\$2,581,683	\$1,855,243	\$1,574,406	\$441,889	\$6,440,377	\$12,893,597
IMPERIAL	\$4,792,186	\$2,607,427	\$2,922,453	\$466,416	\$11,954,792	\$22,743,274
INYO	\$1,587,957	\$974,597	\$968,395	\$133,565	\$3,961,386	\$7,625,900
KERN	\$9,842,682	\$9,535,991	\$6,002,433	\$2,103,212	\$24,553,974	\$52,038,292
KINGS	\$2,035,062	\$1,461,504	\$1,241,057	\$246,147	\$5,076,753	\$10,060,523
LAKE	\$1,417,989	\$1,092,585	\$864,742	\$369,428	\$3,537,375	\$7,282,120
LASSEN	\$1,366,807	\$943,161	\$833,530	\$134,081	\$3,409,696	\$6,687,276
LOS ANGELES	\$59,682,969	\$92,036,351	\$41,850,010	\$2,899,325	\$148,887,674	\$345,356,330
MADERA	\$2,998,413	\$1,891,243	\$1,828,543	\$544,588	\$7,479,968	\$14,742,755
MARIN	\$2,213,008	\$2,819,342	\$1,384,115	\$320,488	\$5,520,664	\$12,257,618
MARIPOSA	\$903,628	\$547,498	\$551,066	\$140,895	\$2,254,229	\$4,397,317
MENDOCINO	\$2,103,207	\$1,417,934	\$1,282,614	\$432,810	\$5,246,749	\$10,483,313
MERCED	\$4,024,354	\$3,031,023	\$2,454,200	\$647,178	\$10,039,324	\$20,196,080
MODOC	\$1,337,111	\$866,204	\$815,420	\$66,795	\$3,335,614	\$6,421,144
MONO	\$981,550	\$775,732	\$598,586	\$33,444	\$2,448,617	\$4,837,928
MONTEREY	\$4,472,209	\$4,809,608	\$2,727,319	\$959,330	\$11,156,563	\$24,125,028
NAPA	\$1,550,308	\$1,721,483	\$945,435	\$338,393	\$3,867,463	\$8,423,082
NEVADA	\$1,631,066	\$1,799,602	\$994,685	\$338,965	\$4,068,927	\$8,833,245
ORANGE	\$20,609,686	\$33,365,799	\$15,064,994	\$808,754	\$51,413,798	\$121,263,030
PLACER	\$4,597,068	\$6,532,580	\$3,287,840	\$925,800	\$11,468,041	\$26,811,329
PLUMAS	\$1,096,234	\$1,034,496	\$668,524	\$163,528	\$2,734,712	\$5,697,494
RIVERSIDE	\$18,088,190	\$25,430,387	\$11,980,530	\$1,747,138	\$45,123,569	\$102,369,814

<b>County HUTA and RMRA Revenue Estimates - FY 2023-24</b>						
<b>COUNTY</b>	<b>HUTA 2103</b>	<b>HUTA 2104</b>	<b>HUTA 2105</b>	<b>HUTA 2106</b>	<b>RMRA</b>	<b>TOTAL</b>
SACRAMENTO	\$12,681,678	\$16,382,058	\$8,253,631	\$2,341,093	\$31,636,253	\$71,294,713
SAN BENITO	\$1,078,000	\$873,904	\$657,404	\$178,272	\$2,689,225	\$5,476,806
SAN BERNARDINO	\$17,138,299	\$24,036,996	\$11,299,954	\$1,596,661	\$42,753,931	\$96,825,842
SAN DIEGO	\$23,611,176	\$35,121,798	\$16,441,985	\$2,176,426	\$58,901,444	\$136,252,828
SAN FRANCISCO*	\$4,535,613	\$5,560,487	\$2,765,985	\$9,600	\$11,314,733	\$24,186,418
SAN JOAQUIN	\$7,244,004	\$8,564,607	\$4,417,663	\$1,010,443	\$18,071,200	\$39,307,917
SAN LUIS OBISPO	\$3,910,297	\$3,711,797	\$2,384,644	\$730,997	\$9,754,794	\$20,492,529
SAN MATEO	\$5,187,699	\$7,929,570	\$3,630,574	\$306,293	\$12,941,453	\$29,995,589
SANTA BARBARA	\$3,944,536	\$4,856,277	\$2,531,443	\$886,237	\$9,840,208	\$22,058,702
SANTA CLARA	\$12,101,036	\$18,707,582	\$8,392,426	\$330,422	\$30,187,759	\$69,719,225
SANTA CRUZ	\$2,568,141	\$3,088,038	\$1,669,774	\$699,802	\$6,406,593	\$14,432,348
SHASTA	\$3,018,180	\$2,736,228	\$1,840,598	\$445,405	\$7,529,280	\$15,569,691
SIERRA	\$536,090	\$435,947	\$326,928	\$37,537	\$1,337,353	\$2,673,855
SISKIYOU	\$2,177,690	\$1,618,633	\$1,328,036	\$221,770	\$5,432,557	\$10,778,686
SOLANO	\$3,771,415	\$5,053,324	\$2,323,257	\$216,926	\$9,408,332	\$20,773,255
SONOMA	\$5,463,585	\$6,258,526	\$3,331,897	\$1,013,877	\$13,629,691	\$29,697,575
STANISLAUS	\$5,637,846	\$6,200,071	\$3,438,168	\$792,428	\$14,064,410	\$30,132,922
SUTTER	\$1,732,832	\$1,308,095	\$1,056,745	\$226,376	\$4,322,796	\$8,646,844
TEHAMA	\$1,913,713	\$1,028,986	\$1,167,053	\$285,191	\$4,774,030	\$9,168,974
TRINITY	\$1,005,894	\$692,901	\$613,432	\$99,251	\$2,509,346	\$4,920,823
TULARE	\$6,785,586	\$5,174,417	\$4,138,102	\$816,907	\$16,927,611	\$33,842,624
TUOLUMNE	\$1,329,829	\$1,121,215	\$810,979	\$350,754	\$3,317,449	\$6,930,227
VENTURA	\$6,399,743	\$9,528,143	\$4,499,026	\$677,783	\$15,965,072	\$37,069,768
YOLO	\$2,373,362	\$2,381,109	\$1,447,364	\$191,895	\$5,920,691	\$12,314,421
YUBA	\$1,371,857	\$964,173	\$836,609	\$315,757	\$3,422,292	\$6,910,688
<b>TOTALS</b>	<b>\$327,861,000</b>	<b>\$418,218,000</b>	<b>\$217,110,500</b>	<b>\$35,344,882</b>	<b>\$817,896,000</b>	<b>\$1,816,430,382</b>

\* county share only





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: Public Works - Solid Waste**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Justin Nalder, Solid Waste  
Superintendent

**SUBJECT** Solid Waste Franchise Agreement -  
Mammoth Disposal

**AGENDA DESCRIPTION:**

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

Proposed Primary Franchise Agreement with Mammoth Disposal, Inc. for collection of solid waste from residential and commercial customers in Unincorporated Mono County.

**RECOMMENDED ACTION:**

Approve, and authorize Interim County Administrative Officer to sign, contract with Mammoth Disposal, Inc. for collection of solid waste from residential and commercial customers in Unincorporated Mono County for the period July 1, 2023, through June 31, 2033 with any minor modifications as reviewed and approved by County Counsel.

**FISCAL IMPACT:**

Continued annual revenue of approximately \$60,000.

**CONTACT NAME:** Justin Nalder

**PHONE/EMAIL:** 17609325453 / jnalder@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Mammoth Disposal Contract</a>
<a href="#">Mammoth Disposal Contract - Redline</a>

**History**

Time

Who

Approval

6/14/2023 12:09 PM	County Counsel	Yes
6/12/2023 4:28 PM	Finance	Yes
6/15/2023 8:40 AM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

**Date:** June 20, 2023  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Justin Nalder, Solid Waste Superintendent  
**Subject:** Solid Waste Franchise Agreement with D&S Waste Removal, Inc. and Mammoth Disposal

## Recommended Action:

1. Approve and sign Primary Franchise Agreement Amendment Between the County of Mono and D&S Waste Removal, Inc. for Collection of Solid Waste from Residential and Commercial Customers in Unincorporated Mono County.
2. Approve and sign Primary Franchise Agreement Amendment Between the County of Mono and Mammoth Disposal for Collection of Solid Waste from Residential and Commercial Customers in Unincorporated Mono County.

## Discussion:

D&S Waste Removal, Inc., and Mammoth Disposal are existing franchisees and providers of solid waste handling services within the unincorporated area of Mono County (the County). Both entities have developed customer relationships and experience which has enabled them to provide quality services throughout the region. These services provided are currently outside of the capacity of the County to conduct with in-house resources. Nevertheless, the County is required to provide solid waste handling services to its citizens under the provisions of the California Integrated Waste Management Act, which is under the California Public Resources Code at Section 4000, *et seq.*, including source reduction, recycling, composting and the collection, transfer and disposal of solid waste within the unincorporated County area. It is to the County's benefit that these services continue to be provided by D&S Waste Removal, Inc. and Mammoth Disposal through Franchise Agreements.

Currently, both franchisees are contracted with the County through June 30, 2023. The term of this Agreement would be applicable through December 31, 2033. The extended term matches the other waste service contracts and allows for steady financial projections. A tonnage surcharge is incorporated at a rate of \$28/ton for all municipal solid waste (MSW) and construction and demolition waste (C&D) collected for disposal which does not get landfilled at or transferred through one of the County's waste facilities.

Franchise haulers may designate a disposal facility by notifying the County in writing, and obtaining approval by the County. A majority of waste collected curbside will be hauled out-of-County. The Franchise Agreement sets forth an avenue by which the haulers can request a modification to the Service Fee Floor Rates which may be influenced by annual changes to the Consumer Price Index, the Producer Price Index and Tipping Fees.

The Franchise Agreements no longer include recycling requirements as the terms contained are specific to *waste haulers*. Recycling will be bid and contracted separately. Additionally, there is new

language included which allows for evaluation and implementation of a Bear Resistant Container Requirement Area.

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

Respectfully submitted,



Justin Nalder  
Solid Waste Superintendent

Attachments: Primary Franchise Agreement and Amendment Between the County of Mono and D&S Waste Removal, Inc., for the Collection of Solid Waste from Residential and Commercial Customers in Unincorporated Mono County  
Primary Franchise Agreement and Amendment Between the County of Mono and Mammoth Disposal Company, for the Collection of Solid Waste from Residential and Commercial Customers in Unincorporated Mono County

**PRIMARY FRANCHISE AGREEMENT**  
**BETWEEN COUNTY OF MONO AND**  
**MAMMOTH DISPOSAL COMPANY**  
**FOR COLLECTION OF SOLID WASTE**  
**FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS**  
**IN UNINCORPORATED MONO COUNTY**

**July 2023**

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

## RECITALS

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

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

3. To recover costs associated with County’s management of the franchise, it is necessary to require Franchisee to pay certain sums, embodied in a Surcharge per ton of waste collected in unincorporated Mono County that is not otherwise subject to a Gate Fee.

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

## **ARTICLE 1. DEFINITIONS AND CONTRACT INTERPRETATION**

### **1.01 Definitions.**

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

### **1.02 Interpretation and Construction.**

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

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

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

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

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

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

### **1.03 Integration.**

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

#### **1.04 Severability.**

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

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

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

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

#### **1.05 Interpretation.**

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

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

## **1.06 Timely Performance**

### **a. Specified Days on Weekdays.**

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

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

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

## **ARTICLE 2. FRANCHISEE'S REPRESENTATIONS AND WARRANTIES**

### **2.01 Franchisee.**

Franchisee represents and warrants as contained in Exhibit 2.01.

## **ARTICLE 3. TERM OF AGREEMENT**

### **3.01 Term.**

**a. Term.** The Term of the Agreement commences on the Commencement Date and expires on December 31, 2033, unless terminated earlier in accordance with Section 14.02(a)(1).

**b. Optional County Extension Right.** County may in its sole discretion extend the Term for up to two (2) additional years commencing on the expiration date provided in Subsection (a) by Notice to Franchisee no later than (i) September 30, 2033 or (ii) another date agreed to by the Parties.

### **3.02 Survival of Certain Provisions.**

The following provisions shall survive the Term:

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

## **ARTICLE 4. COLLECTION**

### **4.01 Scope of Basic Franchise Services.**

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

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

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

**c. Regularly-Scheduled Franchise Services.**

**1. Residential Solid Waste.**

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

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

(iii) **Containers.** Franchisee will provide all Residential Customers located within the Franchise Area with one (1) or more Carts for the deposit of Solid Waste or Recyclables having nominal capacities of either 35, 64, or 95/96 gallons ("**Residential Containers**") or, at Customer's request, with a Bin. Franchisee must provide Residential Containers that are clean, water tight, constructed of a material of suitable strength and durability (such as heavy plastic), bear resistant to the satisfaction of County, and tight seamed. For Residential Customers located within the Bear-Resistant Container Requirement Area, as defined and depicted in Exhibit 4.01b, containers that provide adequate protection against bears (i.e. certified bear-resistant by the Interagency Grizzly Bear Committee and other wildlife ("**Bear Carts**") must be supplied to the Residential Customer. Compliance with the provision of Bear Carts to Residential Customers may only be required by County after two (2) years and after Franchisee and County have entered into a subsequent addendum to this Agreement that details how the costs of compliance with the requirement in this Subsection (c)(2)(iii) shall be passed on to Customers or will be shared with County. Franchisee will return Residential Containers to the Set-out Site after Collection upright, with can lids properly secured. Franchisee will ensure that any Bins that it provides to Residential Customers will comply with all of the requirements applicable to Commercial Containers set forth in Subsection (c)(2)(iii), Subsection (e)(3), and Subsection (e)(4).

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

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



Regularly-Scheduled Residential Collection Day, then it will Collect that Solid Waste

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

## 2. Commercial Solid Waste.

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

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

(iii) **Containers.** Franchisee will provide all Commercial Customers with Containers of the type ordered by the Commercial Customer or with the type as required by the Commercial Customer location. For all Commercial Customers located within a Bear Resistant Container Requirement Area, as defined and depicted in Exhibit 4.01b, Franchisee must provide Commercial Containers that meet standards to adequately provide bear-resistant solid waste storage, as shall be defined and agreed to by addenda to this agreement executed by both Franchisee and County. Compliance with the provision of Bear Carts to Commercial Customers may only be required by County after two (2) years and after Franchisee and County have entered into a subsequent addendum to this Agreement that details how the costs of compliance with the requirement in this Subsection (c)(2)(iii) shall be passed on to Customers or will be shared with County. Franchisee will clean and maintain all Commercial Containers and keep them in a sanitary condition, free from putrescible residue, and in a manner so as not to promote the harborage, or attraction of vectors or birds, or the creation of nuisances in accordance with all requirements for solid waste contained in the Mono County Code. Franchisee will clean and maintain Containers in accordance with Subsection (e)(3) and Subsection (e)(4). Franchisee will provide Commercial Containers that:

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

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

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

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

**d. Collection Schedules.**

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

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

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

(3) with prior approval from the Director.

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

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

**e. Changes in Service Levels; Container Exchanges.**

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

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

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

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

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

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

#### **4.02 Pickup of Excess and Bulky Waste.**

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

#### **4.03 Service Standards.**

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

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

##### **c. Spills and Leaks.**

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

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

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

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

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

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

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

#### **4.04 Service Exceptions.**

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

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

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

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

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

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

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

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

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



#### **4.05 Customer Service.**

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

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

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

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

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

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

#### **4.06 Public Education and Community Relations.**

##### **a. Distribution of Materials.**

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

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

**b. County Review.** Franchisee will submit final drafts of

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

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

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

**c. News Media Relations.**

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

#### **4.07 Customers' Privacy.**

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

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

#### **4.08 No Discrimination.**

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

#### **4.09 Franchisee Billing.**

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

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

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

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

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

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

#### **4.10 Description of Customers' Rights.**

Within

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

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

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

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

#### **4.11 Customer Satisfaction Survey.**

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

#### **4.12 Public Performance Review.**

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

#### **4.13 Enforcement of Franchise.**

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

### **ARTICLE 5. OPERATIONS**

#### **5.01 Routing.**

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

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

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

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

## **5.02 Vehicles, Service Assets, and Drivers.**

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

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

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

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

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

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

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

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

### **5.03 Public Resources Code Section 49520.**

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

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

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

#### **5.04 Personnel.**

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

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

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

#### **5.05 Contingency Plan.**

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

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

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

#### **5.06 Unpermitted Waste.**

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



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

#### **5.07 Annual Meetings.**

Franchisee will meet with County at its offices in Bridgeport

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

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

### **ARTICLE 6. DIVERSION**

#### **6.01 Diversion Reporting.**

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

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

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

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

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

## **6.02 Additional Programs.**

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

## **ARTICLE 7. SOLID WASTE DISPOSAL**

### **7.01 Transportation to Designated Disposal Facility.**

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

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

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

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

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

**b. Exceptions.** Notwithstanding Subsection (a), Franchisee is *not* obligated to deliver Solid Waste to the Designated Disposal Facility under emergency or unforeseen circumstances if Franchisee fully and timely satisfies the following conditions:

1. **Notice.** Prior to diverting Solid Waste from the Designated Disposal Facility, Franchisee gives the Director (or if the Director is unavailable, another person in the Department of Public Works administrative office) oral notice, followed by Notice, of Franchisee's inability to deliver Solid Waste to the Designated Disposal Facility
2. **Records.** Franchisee keeps accurate Records with respect to Solid Waste that Franchisee diverts from the Designated Disposal Facility, including:
  - (a) the amount and type of Solid Waste, documented by a weight ticket from by a certified weighmaster from another California or Nevada state-certified truck scale approved by the Director, or a gate receipt from the facility to which Franchisee transported and delivered that diverted Solid Waste.
  - (b) the type of Vehicle or Container in which Franchisee transported that Solid Waste; and
  - (c) County staff person to whom Franchisee gave oral notice.
3. **Reporting.** Included in its Quarterly Report submitted to County in accordance with Section 10.02, Franchisee submits a report satisfactory to County with supporting receipts or weight tickets as described above for that Solid Waste diverted during that quarter.

## **7.02 Defense and Indemnification; Release.**

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

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

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

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

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

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

whether:

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

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

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

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

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

### **7.03 Disposal Fees.**

Franchisee will timely pay gate and any other fees charged by the Designated Disposal Facility.

## **ARTICLE 8. MISCELLANEOUS SERVICE PROVISIONS**

### **8.01 Emergency Services.**

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

### **8.02 Title to Solid Waste.**

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

### **8.03 Compliance with Applicable Law.**

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

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

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

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

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

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

#### **8.04 Cooperation with Waste Studies.**

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

#### **8.05 Service Materials Belong to County.**

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

#### **8.06 Recycled Materials.**

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

#### **8.07 Responsiveness to County.**

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

#### **8.08 Commingling of Waste.**

Franchisee will not commingle Solid Waste it collects from premises located outside of the unincorporated area of Mono County with Solid Waste Collected by Franchisee within the unincorporated area. In the event that Solid Waste from multiple jurisdiction is commingled, Franchisee shall report the amounts of waste collected from each jurisdiction to County in a manner satisfactory to County.

## **ARTICLE 9. DISPUTE RESOLUTION BY INDEPENDENT EXPERT**

### **9.01 Independent Expert.**

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

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

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

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

### **d. Binding and Non-Binding Determinations.**

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



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

## **ARTICLE 10. RECORDS AND REPORTING**

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

### **10.01 Records.**

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

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

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

## 10.02 Reporting.

**a. Quarterly.** Franchisee will submit Quarterly Reports to County no later than the Thirtieth (30<sup>th</sup>) day of the month immediately following the end of each quarter described in Exhibit

10.02a. *For example, for the Quarter ending on March 31, the Quarterly Report is due to County no later than April 30th.* Quarterly Reports must be in the form directed or approved by County and contain, at a minimum, the information listed in Exhibit 10.02a, including information needed for County to prepare Quarterly Reports required under Applicable Law with respect to recycling and Diversion of Solid Waste in County, County's compliance with its solid waste facility permits, and quarterly taxes due and payable to the California Department of Tax and Fee Administration.

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

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

## 10.03 Financial Records and Reports.

### **a. Maintenance of Accounting Records.**

**1. Form and Content.** Franchisee will maintain in its Office accurate and complete accounting records containing financial and operational data relating to all costs associated with providing Franchise Services, whether by Franchisee or Subcontractor or Affiliate providing goods or services related to the provision of Franchise Services, prepared on an accrual basis. Franchisee will maintain its accounting records on a basis showing (1) the results of Franchisee's operations under this Agreement separately from operations in other locations, as if Franchisee were an independent entity providing service only to County, as well as (2) the results of Franchisee's operations in all locations, as a corporate entity. With respect to costs associated with goods or services provided by an Affiliate that is a Subcontractor, Franchisee may maintain those records in the office of the Affiliate but will provide County with a copy thereof within sixty (60) days of County's request therefor.

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

**b. Financial Statements.** Promptly upon County direction, Franchisee will deliver to County up to three (3) copies of Franchisee's most recent financial statements and any supplemental or supporting material as required for County to understand Franchisee's financial statements.

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

#### **10.04 Proprietary Reports and Records.**

**a. Notice of Request.** If County receives a request from a third person to review or copy material which Franchisee has marked "confidential," then County will inform Franchisee and allow Franchisee to present arguments and facts to County in support of Franchisee's position that the material is entitled to an exemption from disclosure under the California Public Records Act, Government Code section 7920 *et seq.*, and should not be released.

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

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

**d. Defense and Indemnification.** Notwithstanding anything contained herein to the contrary, Franchisee shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages,

losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, County's release, disclosure, or withholding of any material which Franchisee has marked "confidential" under the California Public Records Act.

## **ARTICLE 11. INSURANCE, INDEMNIFICATION AND PERFORMANCE ASSURANCES**

### **11.01 Insurance**

#### **a. Policies.**

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

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

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

#### **c. Other Insurance Requirements.**

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

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

required by this Agreement, after County provides Franchisee with at least five (5) days Notice and the opportunity to cure within 30 days, then County may take out and maintain such insurance as is required hereunder and Franchisee will reimburse County for County's Reimbursement Costs thereof.

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

## **11.02 Franchisee Defense and Indemnification.**

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

### **b. Agreement.**

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

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

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

### **11.03 Letter of Credit.**

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

## **ARTICLE 12. CRIMINAL ACTIVITY**

### **12.01 Criminal Activity.**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 13. SERVICE FEES**

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

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

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



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

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

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

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

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

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

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

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

### **1. Annual Adjustments.**

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(i) **CPI Adjustment.** Seventy five (75%) of Franchisee's Service Fees shall be adjusted in accordance with the Consumer Price Index – Not Seasonally Adjusted, U.S. City Average for Garbage and Trash Collection (“CPI”), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year. Thus, if the CPI experienced a net increase of 3% from September, 2023, to September, 2024, then seventy-five percent (75%) of Franchisee's Service Fees would be subject to a three percent (3%) increase effective as of July 1, 2024.

(ii) **PPI Adjustment.** Five percent (5%) of Franchisee's Service Fees are subject to adjustment as described below in accordance with the Producer Price Index – Not Seasonally Adjusted, U.S. City Average for #2 Diesel all items (“PPI”), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year. Thus, if the PPI experienced a net increase of three percent (3%) between September, 2023, and September, 2024, then five percent (5%) of Franchisee's Service Fees would be subject to a three percent (3%) increase effective as of July 1, 2024.

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

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

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

**2. Change in Law Adjustments.** In addition to the adjustments set forth in Subsection (c)(1), Franchisee may request an adjustment to Franchisee's Service Fees where a change in Applicable Law results in an increase in Franchisee's Direct costs. Franchisee may request Service Fee

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

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

### **13.02 Fees Payable by Franchisee.**

#### **a. Surcharge.**

**1. Amount.** In consideration for County’s costs in managing the solid waste franchise program, Franchisee will pay County a flat Surcharge of \$28.00 on each ton of waste collected in unincorporated Mono County that is not **delivered to and subject to a tipping fee at a County-owned Satellite Transfer Station (i.e., the Benton, Paradise, Chalfant, Walker, Bridgeport or Pumice Valley Satellite Transfer Stations)**. For each ton of waste that has been subject to a tipping fee at a **County-owned Satellite Transfer Station**, this surcharge shall not apply.

**2. Adjustment to Surcharge.** By the end of the first Quarter of each year, County will determine whether County requires modification to the Surcharge to account for increases or decreases in management costs. County shall Notify Franchisee of the new Surcharge, which will take effect July 1 of that year.

**1. Payment.** Franchisee will pay the sum of the Surcharge for all eligible tonnage collected in unincorporated Mono County quarterly, no later than the first day of the second month immediately following the Quarter in which Franchisee rendered Franchise Services, as required by Section 12.10.022 of the Mono County Code (for example, for the quarter ending on March

31, payment is due no later than May 1). With payment, Franchisee will additionally provide:

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

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

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

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

- (1) the amount of the understated Surcharge plus the late payment charges provided in Subsection (a)(4) within thirty (30) days following County’s submission of the results of the audit to Franchisee, and
- (2) if County’s audit demonstrates that the Surcharge paid by Franchisee was understated by more than Five Thousand dollars (\$5,000.00) or two percent (2%), whichever is less, County’s Reimbursement Cost to conduct the audit.

(1) documentation in form and detail satisfactory to the Director showing the basis for calculating the Surcharge, together with additional information to calculate or verify the Surcharge that the Director may determine to be necessary; and

(2) a representation and warranty as follows: “I represent and warrant, under penalty of perjury of the laws of the State of California, that I am familiar with the operations of Mammoth Disposal Company and am responsible for keeping and maintaining its records, including tonnage collected by location, and I have reviewed the [INSERT DATE AND DESCRIPTION OF ACCOMPANYING SURCHARGE ACCOUNTING]. To the best of my knowledge and belief, the statement is true, correct and complete.”

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

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

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

(1) the amount of the understated Surcharge plus the late payment charges provided in Subsection (a)(3) within thirty (30) days following County’s submission of the results of the audit to Franchisee, and

(2) if County’s audit demonstrates that the Surcharge paid by Franchisee was understated by more than Five Thousand dollars (\$5,000.00) or two percent (2%), whichever is less, County’s Reimbursement Cost to conduct the audit.

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

### **13.03 Payment of Moneys Due County.**

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

If Franchisee has not fully and timely paid a County Payment Obligation within twenty (20) days of their due date, then after County has provided Franchisee with at least five (5) days Notice and the opportunity to cure within 10 days, County may draw on Franchisee's Letter of Credit in accordance with Section 11.03 for the amount of the Payment Obligation.

### **13.04 Fee Disputes.**

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

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

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

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

### **14.01 Certain Breaches and Damages.**

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

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

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

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

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

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

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



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

#### **14.02 Remedies Upon Default.**

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

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

(1) thirty (30) days following the date of the Notice if Franchisee has failed to cure within that time period; or

(2) immediately following the date of the Notice if

(i) County determines that protection of public health and safety requires immediate termination;

(ii) Franchisee fails to maintain insurance, bonds, or other assurances of performance required under this Agreement;

(iii) Franchisee Violates law, as set forth in Section 10.12.023(E)(1)(e) of the Mono County Code.

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

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

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

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

**b. Delivery Obligations.** Franchisee further acknowledges that County's remedy of damages for a breach of Section 7.01 by Franchisee (Failure to Deliver Materials to Designated Disposal Facility) may be inadequate and, consequently, that County is entitled to all available equitable remedies.

#### **14.03 Remedies Not Exclusive.**

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

#### **14.04 Waivers.**

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

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

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

**14.05 Jurisdiction; Venue.**

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

**14.06 Costs.**

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

**14.07 Assurance of Performance.**

If Franchisee

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

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

**ARTICLE 15. FRANCHISEE'S OBLIGATIONS UPON EXPIRATION OR  
TERMINATION**

**15.01 Pay Outstanding Amounts.**

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

## **15.02 Cooperation During Transition.**

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

## **ARTICLE 16. THE PARTIES**

### **16.01 Franchisee is Independent Contractor.**

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

### **16.02 Parties in Interest.**

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

### **16.03 Binding on Successors.**

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

### **16.04 Further Assurances.**

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

### **16.05 Actions of County in Its Governmental Capacity.**

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

### **16.06 Franchisee's Obligations Performed at Its Sole Expense.**

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

### **16.07 Parties' Representatives.**

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

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

#### **16.08 Due Diligence.**

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

#### **16.09 Subcontracting.**

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

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

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

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

#### **16.10 No Use of County Name.**

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

## ARTICLE 17. ASSIGNMENT AND AMENDMENTS

### 17.01 Assignment.

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

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

**c. Assign. "Assign" includes:**

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



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

## **17.02 Amendments.**

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

## **ARTICLE 18. NOTICES, CONSENTS, APPROVALS, ETC.**

### **18.01 Notices.**

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

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

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

**c. Address.**

<p>If to County:</p> <p>Mono County Public Works Department Attn: Solid Waste Superintendent 74 North School Street P.O. Box 457 Bridgeport, CA 93517</p> <p>Telephone: (760) 932-5440 Facsimile: (760) 932-5441</p>	<p>If to Franchisee:</p> <p>Mammoth Disposal Company Attn: Mike Smith 59 Commerce Drive P.O. Box 237 Mammoth Lakes, CA 93546</p> <p>Telephone: (760) 934-2011 Facsimile:</p>
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The Parties may change their contact information above upon Notice to the other Party.

**18.02 Consents and Approvals.**

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

**18.03 Exercise of Discretion by County.**

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

ARTICLE 19. EXECUTION OF AGREEMENT

19.01 Authority to Execute.

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

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

COUNTY OF MONO

MAMMOTH DISPOSAL, INC.

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM :

\_\_\_\_\_

Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_

Mono County Risk Manager

## **EXHIBIT 1.01: DEFINITIONS**

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

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

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

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

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

### **1. Vehicles:**

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

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

**2. Containers:**

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

**3. Labor:**

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

**4. Environmental protection:**

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

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

**5. Miscellaneous:**

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

**“Bear Carts”** means wheeled containers having a capacity of 64, 96 gallons supplied by Franchisee for Collection of Customers’ Solid Waste as required for Residential Customers and Commercial Customers located with a Bear-Resistant Container Requirement Area that provides adequate protection against bears and other wildlife and is certified bear-resistant by the Interagency Grizzly Bear Committee or complies with standards agreed upon by Franchisee and County in one or more addenda to this Agreement.

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

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

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

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

**“Carts”** means wheeled containers having a capacity of either 32, 64, or 95/96 gallons supplied by Franchisee for Collection of Customers’ Solid Waste. Carts means only those containers supplied outside of the Bear Resistant Requirement Areas

**“C&D Waste”** means used or discarded construction materials, packaging, and rubble removed from a premises during the construction or renovation of a structure resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures.

**“CERCLA”** means the Comprehensive Environmental Response, Compensation and Liability Act of 1982 (42 U.S.C. § 9601 *et seq.*).

**“Collect”** or **“Collection”** or other form thereof refers to Solid Waste pickups made by Franchisee as required by and in compliance with the provisions of this Agreement.

**“Commencement Date”** means the later date of execution by the Parties indicated on the execution page of this Agreement.

**“Commercial”** or **“Commercial Premises”** means a premise that is not Residential, including premises where business activity is conducted, including offices, retail sales, services, institutions, wholesale operations, food service, manufacturing and industrial operations, public property, and facilities but excluding businesses conducted upon residential premises that are permitted under applicable zoning regulations and are not the primary use of the property. Commercial Collection Services are described in Section 4.01c(2).

**“Commercial Set-out Site”** is defined in Section 4.01(c)(2)(i).

**“Containers”** means the Carts, Bear Carts, Bins, or Roll-offs from which Franchisee must Collect Solid Waste.

**“Contract Year”** means the calendar year, commencing January 1 and ending December 31.

**“County”** means County of Mono, a political subdivision of the State of California, or any governmental entity which may hereinafter assume waste management obligations of County, including any joint exercise of powers authority or other similar public entity with which County participates or contracts with, established to provide solid waste management services or meet Solid Waste diversion requirements under Applicable Law. For the purposes of Indemnities, “County” also means its officers, employees, agents, franchisees, attorneys, administrators, affiliates, representatives, servants, insurers, heirs, assigns and any successor or successors to County’s interest.

**“County Code”** or **“Code”** means the Mono County Code, including Title 12.

**“County Office Hours”** means 8 a.m. to 5 p.m. on County Working Days.

**“County Payment Obligations”** means monetary amounts due and payable to County, or claims by County for those amounts, including those listed under Sections 13.02 and 14.01, any County

Reimbursement Costs, and any amounts accrued and payable upon termination of the Agreement in accordance with Section 15.01.

**“County Reimbursement Costs”** means Direct Costs incurred by County plus ten percent (10%).

**“County Working Days”** means days on which County administrative offices are open to the public.

**“Customer(s)”** means the generators (including owners, tenants, occupants, and/or persons having the care or control of any premises within County) of Solid Waste to which Franchisee is required to provide Franchise Services.

**“Day”** or **“Days”** means calendar days.

**“Delivery Obligations”** means Franchisee’s obligation to deliver Solid Waste to a Designated Disposal Facility as set forth in Section 7.01.

**“Designated Disposal Facility”** means a disposal site approved by the County.

**“Direct Costs”** are actual costs incurred, including staff, equipment, materials, overhead, and other costs reasonably expended in the performance of an activity, certified by an authorized financial officer of the Party submitting a payment demand therefor.

**“Director”** means the Director of County Department of Public Works or his or her designee.

**“Diversion Facility”** is defined in Section 6.01(a).

**“Divert,” “Diverted,” “Diversion”** or other form thereof is defined in Section 6.01(a).

**“Diverted Recyclables”** is defined in Section 6.01(a).

**“Event of Default”** means an Event of Default listed in Section 12.10.023(E)(1) of the Mono County Code., or failure by the Franchisee to deliver solid waste to the Designated Disposal Facility, in accordance with Section 7.01 of this Agreement.

**“Franchise Services”** means all Performance Obligations of Franchisee to Customer under Article 4.

**“Franchise Area”** means the unincorporated area of County of Mono, excluding that portion of County known as “Oasis” and described in Exhibit 4.01a.

**“Franchisee”** means Mammoth Disposal Company and any assignee thereof consented to by County in accordance with Section 17.01. For purposes of Indemnities, Franchisee also means



Franchisee's employees, officers, agents, subcontractors, and consultants performing or responsible for performing Franchise Services; provided that only signatory Mammoth Disposal Company, a California corporation, is obligated to provide indemnities and those employees, officers, agents, subcontractors, and consultants will not be liable therefor as individuals.

**“Franchisee’s Reimbursement Costs”** means the rate listed on Franchisee’s current fee schedule or, if not listed on the fee schedule, then Franchisee’s Direct Costs plus ten percent (10%).

**“Gate Fee”** or **“Tipping Fee”** means the rate charged upon materials accepted at County-owned Satellite Transfer Stations.

**“Gross Revenues”** means any and all revenue or compensation in any form derived directly or indirectly by Franchisee, its Affiliates, subsidiaries, parents, or any other entity in which Franchisee has a financial interest in collecting, transporting, arranging, handling, and/or disposing of franchised Solid Waste generated in the Franchise Area. Gross Revenues does not include revenue from the sale of Recyclable Materials.

**“Hazardous Waste”** means “hazardous waste” as defined in Section 12.02.020 of the Mono County Code defining Unpermitted Waste.

**“Holidays”** means those days of each year when the Designated Disposal Site is closed, plus any additional days designated by Franchisee as Holidays, with the approval of County.

**“Household Hazardous Waste”** means any Unpermitted Waste generated incidental to owning or maintaining a place of residence, excluding any Unpermitted Waste generated in the course of operation of a business concern at a residence, in accordance with Section 25218.1 of the California Health and Safety Code.

**“Indemnities”** means all defenses and indemnities under this Agreement.

**“Independent Expert”** is the Person selected in accordance with Section 9.01(a).

**“Liabilities”** includes: liabilities, lawsuits, claims, complaints, causes of action, citations, investigations, judgments, demands, clean-up orders, damages (whether in contract or tort), including

- (1) personal injury to or death of, at any time, Franchisee’s employees, Subcontractors, County, or the public;
- (2) property damage of Franchisee, Subcontractors, County, or the public;
- (3) costs and expenses, (including all costs and expenses of litigation, mediation or arbitration, attorneys fees, whether County’s or Franchisee’s staff attorneys or outside attorneys, and court costs);
- (4) losses;

- (5) fines;
- (6) penalties; and
- (7) other detriments of every nature and description whatsoever,

whether under State of California or federal Applicable Law; and **Liabilities** arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

**“Non-Collection Notice”** means either:

- (1) Verbal notice by Franchisee to Customer given within twenty-four (24) hours of the non-collection of Solid Waste from a Customer’s Set-out Site on the Regularly-Scheduled Collection Day notifying the Customer of the reason for the non-collection and notifying the Customer of how the non-collection will be remedied (e.g., the manner in which materials should be prepared by the Customer for collection or the date of rescheduled Collection); or
- (2) if directed by County, a 3-part (no carbon required) form with a cardstock backing (or other form approved by County) left by Franchisee for Customers at the times, in the events and in the manner described in Section 4.04 which contains, at a minimum:
  - a. the date and time it is given;
  - b. the complete address of the premises;
  - c. the reason for the non-collection;
  - d. the name of Franchisee’s employee who prepared the notice;
  - e. the manner in which materials should be prepared for collection; and
  - f. printed in English and Spanish.

Franchisee will leave a hard (cardstock) copy with the Customer, will retain one copy, and will transmit one copy to the Director on the next weekday which is not a Holiday.

**“Notice”** or **“Notify”** or other variation thereof means notice given in accordance with Section 18.01.

**“Office”** or **“Franchisee’s Office”** means the administrative office of Franchisee and identified by Franchisee to County.

**“Office Hours”** or **“Franchisee’s Office Hours”** means 8:00 a.m. to 5:00 p.m., Monday through Friday.

**“Overdue Rate”** means ten percent (10%) per annum.

**“Own”** or **“Ownership”** or other forms thereof means constructive ownership under the provisions of Section 318(a) of the Internal Revenue Code of 1986 (26 U.S.C. Section 318), as in effect on the date here, except that (i) ten percent (10%) is substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) is disregarded. Where the Ownership interest is less than ten percent (10%), that interest is disregarded, and percentage interests is determined on the basis of the percentage of voting interest or value which the Ownership interest represents, whichever is greater.

**“Party”** and **“Parties”** refers to County and the Franchisee, individually and together.

**“Performance Obligations”** means Franchisee’s liabilities and obligations under this Agreement.

**“Permits”** means all federal, State, County, other local, and any other governmental unit permits, orders, licenses, approvals, authorizations, consents, and entitlements that are required under Applicable Law to be obtained or maintained by any Person with respect to Franchise Services.

**“Person”** includes any individual, firm, limited liability company, association, organization, partnership, industry, public or private corporation, trust, joint venture, the United States, the State, a County (excluding Mono County), a municipality, special purpose district, or any other entity whatsoever.

**“Procurement Proceedings”** means any memorandums, meetings, correspondence, telephone calls, field trips, draft documents, and the County Board sessions with respect to the planning, development, drafting negotiation and execution of this Agreement.

**“Prompt,” “Promptly,”** and variations thereof mean as soon as possible, but not less than two (2) days, unless otherwise specified.

**“Quarter”** means any of the 3-month periods identified in Exhibit 10.02a.

**“Quarterly Reports”** means reports described in Section 10.02(a).

**“Records”** are defined in Section 10.01(a).

**“Recyclables”** means materials that have been separated by the generator from the Solid Waste stream prior to disposal or which have been separated from the solid waste stream after disposal for the purpose of creating raw materials from which new products will be made or for the purpose of reusing them as a used or reconstituted product. Recyclables includes Yard Waste.

**“Reasonable Business Efforts”** means those efforts a reasonably prudent business Person would expend under the same or similar circumstances in the exercise of that Person’s business judgment,

intending in good faith to take steps calculated to satisfy the obligation which that Person has undertaken to satisfy.

**“Refuse”** means Solid Waste comprised of rubbish, trash, and garbage.

**“Regularly-Scheduled Collection Day”** means Regularly-Scheduled Residential Collection Day and Regularly-Scheduled Commercial Collection Day.

**“Regularly-Scheduled Commercial Collection Day”** is defined in Section 4.01(c)(2)(iv).

**“Regularly-Scheduled Residential Collection Day”** is defined in Section 4.01(c)(1)(iv).

**“Residential”** means any residential premises in Mono County such as single family, duplex, triplex, mobile home, multi-family, apartment, stock cooperative, and condominium residences in the unincorporated area of Mono County, excluding hotels, motels, and automobile courts, that subscribe to Residential Collection Service. Residential Collection Services are described in Section 4.01(c)(1).

**“Residential Set-out Site”** means the edge of the driveway in front of a Residential Premise or, if there is no accessible driveway, such other location as agreed to between the Residential Customer and Franchisee and specified in the Subscription Order.

**“Roll-offs”** means Containers designed for disposal of Solid Waste loaded onto and discharged from tilt-frame trucks or trailers at the Solid Waste generation site by winch or similar means. Such Containers are also commonly referred to as “debris boxes.”

**“Service Asset Documents”** are defined in Section 14.08(h).

**“Service Assets”** means all property of Franchisee used directly or indirectly in performing Franchise Services, including Vehicles, Containers, maintenance equipment and facilities, administrative equipment, and offices and related supplies.

**“Service Day”** means weekdays and Saturday, other than Holidays.

**“Service Fee(s)”** means those fees charged to Customers by Franchisee for Franchise Services.

**“Set-out Site”** means Residential Set-out Site and Commercial Set-out Site.

**“Solid Waste”** means solid waste defined in Chapter 12.02.020 of the Mono County Code that Franchisee is obligated to Collect pursuant to this Agreement, including Refuse, Bulky Waste, and C&D Waste.

**“Solid Waste Handling Services”** has the meaning defined in Section 12.02.020 of the Mono County Code.

**“Subscription Orders”** are described in Section 4.10.

**“Surcharge”** means the fee described in Section 13.02(a).

**“Suspect Categories”** means race, color, religion, national origin, ancestry, age, physical handicap, medical condition, marital status, sex/gender, or sexual orientation.

**“Term”** is the period beginning on the Commencement Date and ending on the earlier of the expiration of the Agreement in accordance with Section 3.01 or termination of the Agreement in accordance with Article 14.

**“Uncontrollable Circumstance(s)”** means “uncontrollable circumstances” as defined in Section 12.10.023(E)(6) of the Mono County Code.

**“Unpermitted Waste”** is defined in Section 12.02.020 of the Mono County Code.

**“Unpermitted Waste Screening Protocol”** is prescribed in Section 5.06 and contained in Exhibit 5.06.

**“Vehicles”** means all trucks (including trucks providing Residential and Commercial Collection of Solid Waste, Bulky Waste, and litter pickup; and field supervisors’ and administrators’ vehicles), rolling stock and other vehicles used to provide Franchise Services (including Collection as well as repair and maintenance), whether owned or leased by Franchisee.

**“Violate,” “Violates,” or “Violation”** is defined in Section 12.10.023(E)(1)(c) of County Code.

**“Waste Disposal Surcharge”** is a fee added to the per-ton tipping fees charged for waste disposal at waste disposal sites such as landfills, incinerators, and transfer stations.

**“Yard Waste”** is defined in Section 12.02.020 of County Code.

## **EXHIBIT 2.01: FRANCHISEE'S REPRESENTATIONS AND WARRANTIES**

**a. Status.** Franchisee is a corporation duly organized, validly existing and in good standing under the laws of the State of California or the State of Nevada and is qualified to do business in the State of California.

**b. Authority and Authorization.** Franchisee has full legal right, power, and authority to execute and deliver this Agreement and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Franchisee and constitutes a legal, valid and binding obligation of the Franchisee enforceable against the Franchisee in accordance with its terms.

**c. No conflicts.** Neither the execution nor delivery by the Franchisee of this Agreement, the performance by the Franchisee of its Performance Obligations, nor the fulfillment by the Franchisee of the terms and conditions of this Agreement: (i) conflicts with, violates, or results in a breach of any Applicable Law; (ii) conflicts with, violates, or results in a breach of any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority, or any agreement or instrument to which the Franchisee or any of its Affiliates is a party or by which the Franchisee or any of its Affiliates' properties or assets are bound, or constitutes a default thereunder.

**d. No approvals required.** No approval, authorization, license, permit, order, or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency, or instrumentality is required for the valid execution and delivery of this Agreement by the Franchisee, except as has been duly obtained from its Board of Directors or other governing body or Person.

**e. No litigation.** As of the Commencement Date, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality pending or, to the best of the Franchisee's knowledge, threatened, against the Franchisee wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would materially adversely affect the performance by the Franchisee of its Performance Obligations or in connection with the transactions contemplated by this Agreement, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Franchisee in connection with the transactions contemplated by this Agreement.

**f. Due Diligence.** Franchisee has made an independent investigation, examination, and research satisfactory to it of the conditions and circumstances surrounding the Agreement and best and proper method of providing Franchise Services (including Franchise Service types) and labor, equipment, and materials for the volume of Franchise Services to be provided. Franchisee agrees that it will make no claim against County based on any estimates, statements, or interpretations made by any officer, employee, agent, or consultant of County in connection with the procurement of this Agreement that proves to be in any respect erroneous.

g. **Compliance with Applicable Law.** Franchisee has fully complied with all Applicable Law, including without limitation law relating to conflicts of interest, in the course of procuring this Agreement.

**EXHIBIT 4.01a: SERVICE AREA**

[SEE MAP OR LEGAL DESCRIPTION OF THE SERVICE AREA ATTACHED TO THIS EXHIBIT.]



## **EXHIBIT 4.01b: BEAR-RESISTANT CONTAINER REQUIREMENT AREA**

This Exhibit depicts the areas for which Bear Carts must be provided to all Residential Customers and for which Commercial Customers must receive bear-resistant containers to the satisfaction of County, as described in Section 4.01(2)(iii).

Bear-Resistant Containers must be provided to all Residential and Commercial Customers located west of 395 or located within 3 miles to the east of 395.

**EXHIBIT 4.05e: CUSTOMER COMPLAINT AND BILLING DISPUTE RESOLUTION  
PROTOCOL**

Franchisee's Customer complaint and billing dispute resolution protocol is attached to this Agreement.

## **EXHIBIT 5.02g: SERVICE ASSET INVENTORY**

Attached to this Exhibit is an inventory of Service Assets, whether new or used, owned or leased by Franchisee, including:

- (1) maintenance yards and facilities; the Office and any other administrative and customer service offices (together with equipment therein),
- (2) Vehicles described by type (i.e., manufacture and model number for cab, chassis and body; and descriptive notation said as front end loader, compactor, etc.), number, DMV license number, the age of the chassis and body; type of body (open-top, closed etc.); type of fuel used; feed and practical or net capacity, including bins or compartments, as applicable; weight; the date of acquisition; the maintenance and rebuilt status; lease or installment purchase information; warranty information;
- (3) Containers described by volume, size, and specifications; and
- (4) computer hardware and software for billing, required record-keeping, inventory, and maintenance and repair records.

## **EXHIBIT 5.06: UNPERMITTED WASTE SCREENING PROTOCOL**

Franchisee will screen all loads of Solid Waste for Unpermitted Waste by causing its drivers to observe, directly or through mirrors or other mechanism(s), the tipping of Containers into Vehicles at the point of Collection. Franchisee will employ direct visual inspection where necessary and appropriate. Franchisee will conduct on-going training of its drivers, mechanics, dispatchers, and other support personnel in Unpermitted Waste recognition and safety procedures, including notification of County as described below. Franchisee will carry in its Vehicles literature developed by County pertaining to the proper handling of Unpermitted Wastes. Such literature will be left by Franchisee with its Customers upon Customer request, upon identification of Unpermitted Waste, or upon request by County. Notwithstanding anything herein to the contrary: (a) Franchisee shall have no obligation to collect any material which is or contains, or which Franchisee reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Franchisee finds what reasonably appears to be discarded Excluded Waste, Franchisee shall promptly notify the County and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Franchisee inadvertently collects or disposes of such Excluded Waste.

Franchisee will additionally comply with the following requirements in handling Unpermitted Waste that is Hazardous Waste:

- (1) Driver will immediately notify its dispatch center (“Dispatch”) and take immediate and appropriate action to contain and isolate said load;
- (2) Dispatch will immediately notify the Franchisee’s field supervisor;
- (3) Dispatch will immediately contact the Environmental Health Division of the Mono County Health Department, or if those offices are closed, County Emergency Communications Center;
- (4) Depending on the amount and identity of the Hazardous Waste involved, Franchisee will at its option either (i) segregate and containerize the Hazardous Waste in preparation for manifesting and transport or (ii) contact a permitted Hazardous Waste transport company to assist therein. Franchisee will ensure that an authorized official of Franchisee is available in person or by telephone at all times to authorize the expenditure of funds, if necessary, for Hazardous Waste cleanup. Franchisee will transport any Hazardous Waste it chooses to transport in accordance with Applicable Law, including but not limited to the following:
  - (i) the regulations of the Department of California Highway Patrol (Title 13, Code of California Regulations or “CCR”);
  - (ii) regulations of the federal Department of Transportation (DOT) (Title 49, Code of Federal Regulations);
  - (iii) regulations of the U.S. Environmental Protection Agency (Title 40, Code of Federal Regulations);

- (iv) the regulations of the California Occupational Health and Safety Administration (Title 8, CCR); and
  - (v) the regulations of the California Department of Toxic Substances Control (Title 22, CCR).
- (5) No later than the next County Working Day following its occurrence, Franchisee will orally notify the Director of the incident and its status and/or ultimate disposition. Franchisee will provide a written incident report to the Director within fourteen (14) days. The report will include the following: (i) the date and time of the occurrence; (ii) name of driver; (iii) description of hazardous materials; (iv) origin of the hazardous material (if identifiable); (v) observations made and actions taken by Driver and/or Field Supervisor; (vi) the status and/or ultimate disposition of the material; and (vii) any additional relevant comments.

At least once per Contract Year, Franchisee will provide Notice to its Customers indicating the locations where Unpermitted Waste may be delivered for proper management and processing.

Franchisee will make available to County promptly upon request all Records, including plans and/or other documents maintained by Franchisee with respect to Unpermitted Waste in accordance with Applicable Law.

In lieu of compliance with the above Unpermitted Waste Screening Protocol, Franchisee may provide County with a copy of an Unpermitted Waste Screening Protocol it has developed containing procedures in accordance with applicable law for handling Unpermitted Waste that is hazardous waste that is no less stringent than the Protocol set forth in this Exhibit 5.06. Upon approval by the Director, Franchisee's Unpermitted Waste Screening Protocol shall replace the Protocol set forth herein.



## **EXHIBIT 10.01a: RECORDS**

Franchisee will collect, record, and maintain, at a minimum, the information specified in this Exhibit 10.01a, indicating the date and the day of the week of the event reported. Franchisee will provide the following information to County promptly upon written request by County.

1. Tonnage. Franchisee will collect, record, and maintain information regarding the tonnage of:
  - (a) Residential and Commercial Solid Waste;
  - (b) Recyclables;
  - (c) Bulky Waste; and
  - (d) C&D Wastecollected and delivered to the Designated Disposal Facility, including the following information:
  - (a) route numbers;
  - (b) truck numbers;
  - (c) Designated Disposal Facility's certified weight ticket number for each load;
  - (d) weight of each load (gross, tare, and net); and
  - (e) source-jurisdiction allocation or ratio.
  
2. Monetary Amounts. Franchisee will collect, record, and maintain information regarding the following:
  - (a) Service Fees – service fees charged to and collected from Customers.
  - (b) Subscription Orders – each Customer's Subscription Order and account service information (Section 4.10).
  - (c) Customer Billing Records – billing records required by Section 4.09, including Customers' special Service requests for on-call pickup of excess and Bulky Waste.
  - (d) Franchisee's Reimbursement Costs – Franchisee's Reimbursement Costs for emergency clean up.
  - (e) Fees payable to County.
    - (i) Records, books, accounts, and warranties corroborating the Surcharge owed to County in accordance with Section 13.02, including all documentation required by Section 13.02; and
    - (ii) financial records, books, and accounts corroborating any other County Payment Obligations.
  
3. Customer Service. Franchisee will collect, record, and maintain information regarding the following:

- (a) Complaint Records including logged complaints for alleged missed collections; failure to properly replace Containers (Section 4.01(c)(1)(iii) and Section (c)(2)(iii)), failure to clean up litter (Section 4.03(b)), discourtesy (Section 4.03(a)), damaged property, collecting outside permitted hours (Section 4.01(d)(1)), all including time, date, and manner of resolving complaint.
- (b) Requests for Franchise Services, including record of Customers' telephonic, mailed, faxed or e-mailed requests to commence Franchise Services (Section 4.01(c)(1)(i) and Section (c)(2)(i)); discontinue Franchise Services (Section 4.01(c)(1)(ii) and Section (c)(2)(ii)); deliver, repair or replace, or pick up Containers (Section 4.01(e)); change size or number of Containers; or supply locks (Section 4.01(e)); and any failure to timely commence or provide any of those Services.
- (c) Copies of Notices to Customers, including notice of Holiday or changed schedules enclosed in Customers' bills (Section 4.01(d)(2) and Section 4.06) and public education and community relations materials (Section 4.06).

4. Operations. Franchisee will collect, record, and maintain information regarding the following:

- (a) Routing Specifications (Section 5.01).
- (b) Service Asset Inventory (Section 5.02(g)) and Service Asset Documentations (Exhibit 5.02g).
- (c) Compliance with Applicable Law, including copies of all violations, tire invoices and specifications; Vehicle registration, certifications, reports and maintenance logs; drivers' licenses, training records (including Unpermitted Waste identification and handling), and drug and alcohol testing; records showing compliance with Federal Immigration and Control Act of 1986; and approvals, authorizations, and Permits.
- (d) Records of Vehicle inspections, including Vehicles' fire extinguisher service records, and warranty and maintenance recommendations.
- (e) Records of Criminal Activity (Article 12).
- (f) Any documentation with respect to insolvency, bankruptcy or liquidation described in Mono County Code Section 12.10.023(E)(2)(f), including records with respect to Service Assets, such as any seizures, attachments or levies.
- (g) Container maintenance (Section 4.01(e)).

5. Insurance and Other Performance Assurances. Insurance, performance bonds, letter of credit etc. (Article 11).



## **EXHIBIT 10.02a: QUARTERLY REPORTS**

For the purposes of the Quarterly Reports, the term “quarters” is defined as follows: “First Quarter” consists of January, February, and March; “Second Quarter” consists of April, May, and June; “Third Quarter” consists of July, August, and September; and “Fourth Quarter” consists of October, November, and December. In the Quarterly Report, Franchisee will include, at a minimum, the following information:

- (a) Summary of Records. A summary of the Records for events (including Unpermitted Waste spills or other incidents, Customer complaints, Vehicle inspections, Criminal Activity, or other events) during the previous quarter and a copy of Franchisee’s complaint log, including missed pickups, Non-Collection Notices and a description of how each complaint was resolved.
- (b) Certifications. A certification that Franchisee has met its Performance Obligations including Delivery Obligations (Section 7.01) for the quarter or, alternatively, a description of those Performance Obligations and Delivery Obligations not met during the quarter.
- (c) Summary of Education Efforts. A summary of education efforts undertaken in that quarter and copies of all materials distributed to Customers during the Quarter, including community relations materials (Section 4.06(a)(1)) and promotional materials (Section 4.06(a)(3)).
- (d) Diversion Information. Any information necessary to meet the reporting requirements of the Act, including Solid Waste Collection and disposal tonnages, Recyclables collection and processing tonnages, and the origin thereof.
- (e) Operational Report. A discussion of Service or operational problems and resolution thereof or planned therefore, if requested by County.
- (f) Collection Fee Summaries: Fees invoiced and paid, including (i) service fees charged for each type of service; (ii) service fees collected from Customers; and (iii) Surcharge paid to County.

Quarterly Reports may be made on Form 10.02a which is attached to this Exhibit.

**FORM 10.02a**

**MONO COUNTY FRANCHISEE QUARTERLY REPORT**

Submitted by: \_\_\_\_\_ (Franchisee)

FOR THE YEAR OF 20\_\_

- 1st Quarter (January, February, March) (due by April 30)
- 2nd Quarter (April, May, June) (due by July 30)
- 3rd Quarter (July, August, September) (due by October 30)
- 4th Quarter (October, November, December) (due by January 30)

<p><b>1. Summary of Records</b></p>	<p>a. Unpermitted Waste Spills:                  b. Vehicle Inspections:                  c. Criminal Activity:                  d. Other Events:                  e. Complaint Log:</p>	<p><input type="checkbox"/> None    <input type="checkbox"/> See Attached  <input type="checkbox"/> None    <input type="checkbox"/> See Attached  <input type="checkbox"/> None    <input type="checkbox"/> See Attached  <input type="checkbox"/> None    <input type="checkbox"/> See Attached  <input type="checkbox"/> None    <input type="checkbox"/> See Attached</p>
<p><b>2. Certifications</b></p>	<p>I represent and warrant, under penalty of perjury, that Mammoth Disposal Company (Franchisee) has met its Performance Obligations for the Quarter noted above.        <b>OR,</b></p> <p>Name _____</p> <p>Title _____</p> <p>Signature _____</p>	<p>During the Quarter noted above, Mammoth Disposal Company (Franchisee) did <u>not</u> meet all of its Performance Obligations and will pay to County liquidated damages for each failure as noted on the attached sheet.</p> <p>_____</p> <p>Name _____</p> <p>_____</p> <p>Title _____</p> <p>_____</p> <p>Signature _____</p>
<p><b>3. Summary of Education Efforts</b></p>	<p>Such as inserts, mailers, magnets, flyers, etc.</p>	<p><input type="checkbox"/> None    <input type="checkbox"/> See Attached</p>
<p><b>4. Diversion Information</b></p>	<p>Information required by the Act, including Solid Waste Collection and disposal tonnages, Recyclables collection and processing tonnages, and origin, in accordance with Section 6.01.</p>	<p><input type="checkbox"/> None    <input type="checkbox"/> See Attached</p>
<p><b>5. Collection Fee Summaries</b>  (tees invoiced and paid)</p>	<p>a. Service fees charged for each type of service                  b. Service fees collected from Customers                  c. Surcharge paid to County</p>	<p><input type="checkbox"/> See Attached</p> <p>\$ _</p> <p>\$ _</p>

## **EXHIBIT 10.02b: ANNUAL REPORTS**

In the Annual Report, Franchisee will include, at a minimum, a collated summary of the information contained in Quarterly Reports, including reconciliation of any adjustments from prior Quarterly Reports, and the following information and statements:

1. **Service Asset Inventory.** A complete inventory of Service Assets in accordance with Article 5.02g.
2. **Financial Status Statement.** A statement by Franchisee's Chief Executive Officer either: (i) that in the prior Contract Year there have been no material changes in Franchisee's financial status or condition; or (ii) describing any material changes in Franchisee's financial status or condition during that Contract Year.
3. **Pending litigation Statement.** A declaration describing the current status of any criminal or civil litigation pending against Franchisee, Franchisee's parent company, or any subsidiaries of the parent company, if any, which relates to Solid Waste handling, collection, recycling, or disposal, including any Criminal Activity defined in Section 12.01a.
4. **Subcontractors.** The names of all Subcontractors, the scope and amount of services or goods Subcontractors provide to Franchisee, and a description of Franchisee's relationships to each Subcontractor (including Ownership interests) (Section 16.09).

Annual Reports may be made on Form 10.02b which is attached to this Exhibit.

**FORM 10.02b**

**MONO COUNTY FRANCHISEE ANNUAL REPORT FOR 20\_\_\_\_\_**

Submitted by: \_\_\_\_\_ (Franchisee)

(Due by February 15)

<p><b>1. Total information contained in Quarterly Reports for the year</b></p>		<input type="checkbox"/> See Attached
<p><b>2. Service Asset Inventory</b></p>		<input type="checkbox"/> See Attached
<p><b>3. Financial Status Statement</b></p>	<p>I represent and warrant, under penalty of perjury, that in the prior Contract Year there have been no material changes in Mammoth Disposal Company (Franchisee) financial status or condition.</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title (CEO or Principal)</p> <p>_____</p> <p>Signature</p>	<p>I represent and warrant, under penalty of perjury, that in the prior Contract Year, those changes to Mammoth Disposal Company (Franchisee) financial status or condition listed on the attached sheet which is labeled “Material Changes to Mammoth Disposal Company’s Financial Status or Condition” have occurred.</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title (CEO or Principal)</p> <p>_____</p> <p>Signature</p>
<p><b>4. Pending Litigation Statement</b></p>	<p>A declaration describing the current status of any criminal or civil litigation pending against Franchisee, Franchisee’s parent company, or any subsidiaries of the parent company which relates to Solid Waste handling, including any Criminal Activity under Section 12.01(a).</p>	<input type="checkbox"/> None <input type="checkbox"/> See Attached
<p><b>5. Subcontractors</b></p>	<p>Names of all Subcontractors, the scope and amount of Franchise Services, other services, or goods Subcontractors provide to franchisee, and a description of Franchisee’s relationships to each Subcontractor (including Ownership interests) (Section 16.09).</p>	<input type="checkbox"/> None <input type="checkbox"/> See Attached

## **EXHIBIT 11.01a: INSURANCE**

1. Workers' Compensation and Employer's Liability. Franchisee will maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Franchisee will maintain Employer's Liability insurance in an amount not less than One Million dollars (\$1,000,000.00) per accident or disease.

The Workers' Compensation policy will contain endorsements in substantially the following form:

- (a) "30 days prior written notice will be given to County in the event of cancellation of this policy. Such notice will be sent to:  
Mono County Risk Management  
Post Office Box 696  
Bridgeport, California 93517"
- b. "Insurer waives all right of subrogation against County and its officers and employees for losses arising from work performed for County."

2. General Liability and Automobile Liability. Franchisee will maintain comprehensive Commercial General Liability insurance with a combined single limit of not less than Two Million dollars (\$2,000,000.00) per claim or occurrence and Four Million dollars (\$4,000,000.00) aggregate covering all claims and all legal liability for Personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of Franchisee's performance of, or its failure to perform services under this Agreement.

Franchisee will also maintain Automobile Liability Insurance for each of Franchisee's vehicles used in the performance of this Agreement, including owned, non-owned, leased or hired vehicles, in the minimum amount of One Million dollars (\$1,000,000.00) combined single limit per accident.

The Commercial General Liability and Automobile Liability insurance required by this section will be written on an "occurrence" (or in the case of Automobile Liability, on an "accident" basis), rather than a "claims made" basis, if such coverage is readily obtainable for a commercially reasonable premium. If it is not so obtainable, Franchisee must arrange for an extended reporting period ("tail coverage") to protect County from claims filed within one year after the expiration or termination of this Agreement relating to incidents that occurred prior to such expiration or termination. The policy may not contain a deductible or self-insured retention of more than ten thousand dollars (\$10,000.00) per occurrence without prior written approval of County. The existence of a self-insured retention or deductible will not affect Franchisee's duty to defend and indemnify County under this Agreement as to Claims below the self-insured retention or deductible level.

The Commercial General Liability policy will contain endorsements in substantially the following form:

- a. “30 days prior written notice will be given to County in the event of cancellation of this policy. Such notice will be sent to:

Mono County Risk Management  
Post Office Box 696  
Bridgeport, California 93517”

- b. “The County, its officers, employees, and agents are additional insureds on this policy.”
- c. “This policy will be considered primary insurance as respects any other valid and collectible insurance maintained by County, including any self-insured retention or program of self-insurance, and any other such insurance will be considered excess insurance only.”
- d. “Inclusion of County as an insured will not affect County’s rights as respects any claim, demand, suit or judgment brought or recovered against Franchisee. This policy will protect Franchisee and County in the same manner as though a separate policy had been issued to each, but this will not operate to increase the insurer’s liability as set forth in the policy beyond the amount shown or to which the insurer would have been liable if only one party had been named as an insured.”

3. Pollution Liability. Franchisee will purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount of One Million dollars (\$1,000,000.00) covering liability arising from the sudden and accidental release of pollution in the performance of Franchise Services.

4. Physical Damage. Franchisee will maintain comprehensive (fire, theft and collision) Physical Damage insurance covering the vehicles and the machinery and equipment that is owned by Franchisee and used in providing service to County under this Agreement, with a deductible or self-insured retention of not greater than Fifty Thousand dollars (\$50,000.00). The Physical Damage policy will contain the following endorsements:

- (a) Notice of cancellation, as provided in Exhibit 11.01a(2)(a); and
- (b) Cross liability endorsement, as provided in Exhibit 11.01a(2)(d).

**EXHIBIT 12.01e(2): FRANCHISEE OR ANY OF ITS CONTRACT MANAGERS**

Franchisee Representative identifies the following individuals by name of corporate position as individuals meeting the definition of “Franchisee or any of its Contract Managers.” Upon change in individuals, Franchisee Representative will amend this Exhibit in its next Quarterly Report.

If the Franchisee amends the identification, then the Parties will respectively substitute this amended Exhibit. The dated signature of each Party Representative on such amended form will be deemed evidence that Notice was given in accordance with Section 18.01 and that the new attachment supersedes the prior attachment.

By: \_\_\_\_\_  
Franchisee Representative

Date: \_\_\_\_\_

**EXHIBIT 13.01a: SERVICE FEE FLOORS**

Franchisee will not charge Customers Service Fees that are less than those identified below:

RESIDENTIAL RATES <sup>1</sup>		COMMERCIAL RATES <sup>1</sup>						
CANS, CARTS, VOLUME		BINS			DEBRIS BOXES		COMPACTOR	
Size <sup>2</sup>	“A” <sup>3</sup>	Size <sup>2</sup>	“A” <sup>3</sup>	“B” <sup>3</sup>	Size <sup>2</sup>	“B” <sup>3</sup>	Size <sup>2</sup>	“B” <sup>3</sup>
1 35-gal. Cart	\$20.93	1 cy	\$136.93	\$31.70	10 cy	\$479.53	10 cy	\$440.67
2 35-gal. Carts	\$27.50	2 cy	\$188.35	\$43.65	20 cy	\$803.02	20 cy	\$879.55
1 64-gal Cart	\$31.70	3 cy	\$242.76	\$55.61	30 cy	\$1,096.5	30 cy	\$1,321.41
2 64-gal Carts	\$43.65	4 cy	\$282.82	\$65.18	40 cy	\$1,528.89	40 cy	\$1,754.30
1 95-gal. Cart	\$41.85	6 cy	\$367.04	\$84.31				
2 95-gal. Carts	\$58.00							
1 cubic yard (cy) <sup>4</sup>	\$34.09							
1 Bear Cart	\$49.03							

Notes:

1. Rates may be adjusted annually in accordance with the formula set forth in Section 13.01(c)(1).
2. Sizes are nominal values, not precise volumes. Fees for nominal container volumes that fall in between or higher than those listed will be determined by linear interpolation or extrapolation, respectively, and rounded to the nearest three significant figures.
3. Service fee categories identified above are as follows: “A” = cost per month; “B” = cost per dump.
4. Or approximately equivalent to 6 35-gallon cans/carts.



**EXHIBIT 14.01: COMPENSATORY AND LIQUIDATED DAMAGES**

References in the chart below to “per breach per day” refer to the first occurrence and continuation on successive days. For example, failure to correct a missed pickup would result in liquidated damages on the day of the scheduled pickup and each following day until corrected.

1. Compensatory Damages. If County in its sole discretion chooses not to exercise its right to terminate this Agreement in accordance with Section 14.02 in the event Franchisee fails to deliver Solid Waste to the Designated Disposal Facility in accordance with Section 7.01, then the Franchisee will pay County Reimbursement Cost of enforcing or securing specific performance of Franchisee’s obligations under this Agreement

(c)

2. Liquidated Damages. The following is a schedule of liquidated damages for additional breaches. Notwithstanding anything to the contrary contained herein, liquidated damage shall not be assessed against Contractor unless County has given Contractor at least five (5) days Notice of such breach and the opportunity to cure within five (5) days.

<b>DESCRIPTION OF BREACH</b>	<b>DAMAGES</b>
Failure to correct a missed pick-up [Section 4.01(c)(1)(iv) and Section 4.01(c)(2)(iv)].	Up to \$100 per failure per day.
Failure to return emptied container to its proper location [Section 4.01(c)(1)(iii)].	Up to \$100 per failure per day.
Failure to provide Residential Customers with written notice of the availability of cart or can service [Section 4.01(c)(1)(iii)].	Up to \$100 per failure per day.
Failure to commence or discontinue Franchise Services [Section 4.01(c)(1)(i) and Section 4.01(c)(2)(i)]; or to deliver, repair or replace, or pick up Containers [Section 4.01(c)(1)(iii) and Section 4.01(c)(2)(iii)]; change size or number of Containers [Section 4.01(e)]; supply locks [Section 4.01(e)], or clean, paint, and maintain Containers [Section 4.01(e)].	Up to \$100 per failure per day.
Failure to comply with authorized collection hours [Section 4.01(d)].	Up to \$100 per failure per day.
Failure to provide any Customer with timely notice of change in Collection schedule [Section 4.01(d)].	Up to \$100 per failure.

<b>DESCRIPTION OF BREACH</b>	<b>DAMAGES</b>
Discourteous behavior by Franchisee's employees reported by or complained of by customers to Franchisee or County [Section 4.03(a)].	Up to \$100 per incident.
Failure to compensate, repair or replace damaged pavements, utilities and/or customer property caused by Franchisee or its personnel [Section 4.03(d)].	Up to \$250 per failure.
Failure to clean up spillage or litter caused by Franchisee [Section 4.03(b) and (c)]. Failure to properly cover materials in Collection Vehicles [Section 4.03(c)] or to maintain or identify Vehicles [Section 5.02].	Up to \$100 per failure per location.
Failure to maintain a toll-free telephone number or required office hours [Section 4.05(a)].	Up to \$100 per failure per day.
Failure to timely respond and resolve each complaint in accordance with the complaint resolution protocol [Section 4.05(e)].	Up to \$250 per failure.
Failure to record a complaint [Section 4.05(d) and Section 10.01]. Failure to provide County access to records of complaints or to provide copies of complaint logs in Quarterly Reports [Section 4.05(d) and Section 10.02].	Up to \$250 per failure.
Failure to timely submit general Customer correspondence and promotional materials, news releases, public education or community relations materials to County for County review [Section 4.06].	Up to \$100 per occurrence and additionally up to \$100 per day for each day prior to retraction or correction of misinformation.
Failure to provide Customers with a written Subscription Order [Section 4.10].	Up to \$100 per failure per day.
Failure to meet with County [Section 5.07]. Failure to return County phone calls, e-mails, or other correspondence from County [Section 8.07].	Up to \$100 per failure per day.
Failure to maintain or timely submit complete Reports and/or documents to County (such as Quarterly and Annual Reports [Section 10.02], Financial Reports [Section 10.03], Route Maps and Route Changes [Section 5.01(a) and (b)], Service Asset Inventory [Section 5.02(g)], Contingency Plan [Section 5.05], Hazardous Waste Screening Protocol [Section 5.06], or Insurance certificates or policies [Article 11].)	Up to \$100 per failure or per day that a Report or document is late.
Failure to perform any other Performance Obligation set forth in this Agreement.	Up to \$100 per failure per day.

EXHIBIT 16.09: COUNTY-APPROVED SUBCONTRACTORS

**PRIMARY FRANCHISE AGREEMENT**  
**BETWEEN COUNTY OF MONO AND**  
**MAMMOTH DISPOSAL COMPANY**  
**FOR COLLECTION OF SOLID WASTE**  
**FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS**  
**IN UNINCORPORATED MONO COUNTY**

July 2023~~DECEMBER~~  
~~2018~~Dated as of the \_\_\_\_\_  
day of \_\_\_\_\_,  
2022

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

## RECITALS

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

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

3. ~~3. To recover costs associated with County’s management of the franchise, it is necessary to require Franchisee to pay certain sums, embodied in a Surcharge per ton of waste collected in unincorporated Mono County that is not otherwise subject to a Gate Fee. The parties acknowledge that as of January 1, 2023 there will not be a County owned facility for the disposal of municipal solid waste and all references in this Agreement to a solid waste facility owned or operated by the County shall be deleted. Additionally, all references in this Agreement to Capacity Fees shall be deleted. The parties acknowledge that as of January 1, 2023 there will not be a County owned facility for the disposal of municipal solid waste and all references in this Agreement to a solid waste facility owned or operated by the County shall be deleted. Additionally, all references in this Agreement to Capacity Fees and Designated Disposal Facility shall be deleted and not applicable. It is necessary to require Franchisee to deliver solid waste to a solid waste facility owned by County or pay Capacity Fees therefore. In view of the findings contained in Exhibit R-1 to this Agreement, County has determined that in order to sustain its solid waste program, minimize its risk of liability for waste generated within its borders, and continue to provide beneficial solid waste services to its residents and to visitors to the area, it is necessary to require that solid waste collected by franchisees be delivered to a solid waste facility owned and/or operated by County or, in those limited circumstances when it is not feasible to do so, to require that Capacity Fees be paid.~~

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

## **ARTICLE 1. DEFINITIONS AND CONTRACT INTERPRETATION**

### **1.01 Definitions.**

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

### **1.02 Interpretation and Construction.**

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

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

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

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

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

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

### **1.03 Integration.**

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

#### 1.04 Severability.

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

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

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

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

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

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

#### 1.05 Interpretation.

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

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

## **1.06 Timely Performance**

### **a. Specified Days on Weekdays.**

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

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

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

## **ARTICLE 2. FRANCHISEE'S REPRESENTATIONS AND WARRANTIES**

### **2.01 Franchisee.**

Franchisee represents and warrants as contained in Exhibit 2.01.

## **ARTICLE 3. TERM OF AGREEMENT**

### **3.01 Term.**

**a. Term.** The Term of the Agreement commences on the Commencement Date and expires on December 31, 2022 December 31, 2033, unless terminated earlier in accordance with Section 14.02(a)(1).

**b. Optional County Extension Right.** County may in its sole discretion extend the Term for up to two (2) additional years commencing on the expiration date provided in Subsection (a) by Notice to Franchisee no later than (i) September 30, 2022 September 30, 2033 or (ii) another date agreed to by the Parties. ~~Prior to any such extension option, Franchisee shall have the right to review and the parties shall amend the Agreement to be consistent with Franchisee's then current provision of services and pricing.~~

### 3.02 Survival of Certain Provisions.

The following provisions shall survive the Term:

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

## ARTICLE 4. COLLECTION

### 4.01 Scope of Basic Franchise Services.

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

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

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

**c. Regularly-Scheduled Franchise Services.**

**1. Residential Solid Waste.**

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

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

(iii) **Containers.** Franchisee will provide all Residential Customers located within the Franchise Area with one (1) or more Carts for the deposit of Solid Waste or Recyclables having nominal capacities of either 35, 64, or 95/96 gallons ~~(or at Customer's request a Bear Cart)~~ ("**Residential Containers**") or, at Customer's request, with a Bin. Franchisee must provide Residential Containers that are clean, water tight, constructed of a material of suitable strength and durability (such as heavy plastic), bear resistant to the satisfaction of County, and tight seamed. For Residential Customers located within the Bear-Resistant Container Requirement Area, as defined and depicted in Exhibit 4.01b, containers that provide adequate protection against bears (i.e. certified bear-resistant by the Interagency Grizzly Bear Committee and other wildlife ("**Bear Carts**") must be supplied to the Residential Customer. Compliance with the provision of Bear Carts to Residential Customers may only be required by County after two (2) years and after Franchisee and County have entered into a subsequent addendum to this Agreement that details how the costs of compliance with the requirement in this Subsection (c)(2)(iii) shall be passed on to Customers or will be shared with County. upon request, provided however that the Residential Customer shall pay Franchisee the difference in price between a regular 95 gallon cart and a Bear Cart. Additionally, the County shall inform Residential Customers if a Bear Cart is required in their area. Franchisee will return Residential Containers to the Set-out Site after Collection upright, with can lids properly secured. Franchisee will ensure that any Bins that it provides to Residential Customers will comply with all of the requirements applicable to Commercial Containers set forth in Subsection (c)(2)(iii), Subsection (e)(3), and Subsection (e)(4).

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



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

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

## 2. Commercial Solid Waste.

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

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

(iii) **Containers.** Franchisee will provide all Commercial Customers with Containers of the type ordered by the Commercial Customer or with the type as required by the Commercial Customer location. For all Commercial Customers located within a Bear Resistant Container Requirement Area, as defined and depicted in Exhibit 4.01b, Franchisee must provide Commercial Containers that meet standards to adequately provide bear-resistant solid waste storage, as shall be defined and agreed to by addenda to this agreement executed by both Franchisee and County. Compliance with the provision of Bear Carts to Commercial Customers may only be required by County after two (2) years and after Franchisee and County have entered into a subsequent addendum to this Agreement that details how the costs of compliance with the requirement in this Subsection (c)(2)(iii) shall be passed on to Customers or will be shared with County. , provided however, that Commercial Customers shall pay Franchisee the difference in price between a regular Commercial Container and Commercial Containers that meet standards to adequately provide bear resistant solid waste storage. Additionally, the County shall inform Commercial Customers if bear resistant measures are required in their area. Franchisee will clean and maintain ~~those all~~ Commercial Containers and keep them in a sanitary condition, free from putrescible residue, and in a manner so as not to promote the harborage, or attraction of vectors or birds, or the creation of nuisances in accordance with all requirements for solid waste contained in the Mono County Code. Franchisee will clean and maintain Containers in accordance with Subsection (e)(3) and Subsection (e)(4). Franchisee will provide Commercial Containers that:

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

illegal dumping, ~~and~~ Unpermitted Waste (including Hazardous Waste) or special waste disposal, as approved by County, [and instructions for use](#).

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

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

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

### **3. Recycling Services.**

~~(i) — **Recycling Services.** Franchisee shall have the exclusive exclusive right to collect Recyclables at Residential Set-out Sites and Commercial Premises within the County to the extent such services are required by the California Code of Regulations, Title 14, Division 7, Chapter 9.1 ("Recycling Services"). The scope and price of said Recycling Services shall be as set forth in one or more addenda ("Addenda") to this Agreement, to be executed by both County and Franchisee. **Notice of Determination.** Within 12 months of the execution of this Agreement, Franchisee shall determine and Notify County of the demand from Residential and Commercial Customers necessary to make the collection of Recyclables at Residential Set-out Sites and at Commercial Premises within the unincorporated area of County economically feasible to Franchisee.~~

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

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

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

#### **d. Collection Schedules.**

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

Solid Waste between those hours on Sunday:

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

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

(3) with prior approval from the Director.

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

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

**e. Changes in Service Levels; Container Exchanges.**

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

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

**3. Repair and Replacement.** Franchisee will repair or replace Containers or provide locks for Bins within seventy-two (72) hours of a request therefor from a Customer or County. If Franchisee cannot complete a repair within seventy-two (72) hours, then Franchisee will provide the Customer with a replacement Container without surcharge within those 72 hours. Franchisee will offer Container locks at prices from time to time in effect, and Franchisee may charge a monthly "lock charge" for Franchisee's servicing locked Containers. Customers shall not be authorized to provide their own locks. [Franchisee will provide a replacement Container if requested by a Customer or County once at Franchisee's cost during the Term of this Agreement. Any subsequent replacement of a Container requested by Customer or County after the first replacement will be at Customer's cost.](#)

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

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

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

#### **4.02 Pickup of Excess and Bulky Waste.**

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

#### **4.03 Service Standards.**

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

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

#### **c. Spills and Leaks.**

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

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

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

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

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

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

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

#### **4.04 Service Exceptions.**

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

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

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



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

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

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

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

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

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

#### 4.05 Customer Service.

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

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

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

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

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

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

#### 4.06 Public Education and Community Relations.

##### a. Distribution of Materials.

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

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

**b. County Review.** Franchisee will submit final drafts of

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

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

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

**c. News Media Relations.**

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

#### **4.07 Customers' Privacy.**

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

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

#### **4.08 No Discrimination.**

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

#### **4.09 Franchisee Billing.**

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

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

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

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

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

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

#### **4.10 Description of Customers' Rights.**

Within

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

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

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

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

#### **4.11 Customer Satisfaction Survey.**

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

#### **4.12 Public Performance Review.**

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

#### **4.13 Enforcement of Franchise.**

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

### **ARTICLE 5. OPERATIONS**

#### **5.01 Routing.**

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

- (1) a description of each individual route, including starting and end points and street-by-street course;
- (2) Collection day of the week for each individual route; and
- (3) approximate Collection times (a.m. or p.m.) marked at several points along each individual route or noted with the narrative description of the route.
- [\(4\) identification of each individual route that falls within the Bear-Resistant Container Requirement Area.](#)

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

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

## **5.02 Vehicles, Service Assets, and Drivers.**

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

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

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

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

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

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

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

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

### **5.03 Public Resources Code Section 49520.**

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

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



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

#### **5.04 Personnel.**

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

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

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

#### **5.05 Contingency Plan.**

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

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

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

#### **5.06 Unpermitted Waste.**

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

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

#### **5.07 Annual Meetings.**

Franchisee will meet with County at its offices in Bridgeport

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

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

### **ARTICLE 6. DIVERSION**

#### **6.01 Diversion Reporting.**

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

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

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

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

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

## **6.02 Additional Programs.**

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

## **ARTICLE 7. SOLID WASTE DISPOSAL**

### **7.01 Transportation to Designated Disposal Facility.**

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

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

County may change the Designated Disposal Facility upon thirty (30) days' Notice to Franchisee. ~~In the event County desires to change the Designated Disposal Facility, the parties will in good faith negotiate an amendment to this Agreement to address the change of facility and pricing terms.~~ Franchisee will observe and comply with all rules and regulations in effect at the Designated Disposal Facility and follow directions of the operator of the Designated Disposal

Facility, including:

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

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

**b. Exceptions.** Notwithstanding Subsection (a), Franchisee is *not* obligated to deliver Solid Waste to the Designated Disposal Facility ~~in the following circumstances described in Subsection (b)(1) and Subsection (b)(2): under emergency or unforeseen circumstances if Franchisee fully and timely satisfies the following conditions:~~

~~1. **1.—Notice.** Prior to diverting Solid Waste from the Designated Disposal Facility, Franchisee gives the Director (or if the Director is unavailable, another person in the Department of Public Works administrative office) oral notice, followed by Notice, of Franchisee’s inability to deliver Solid Waste to the Designated Disposal Facility~~

~~—Records. Franchisee keeps accurate Records with respect to Solid Waste that~~

~~2. Franchisee diverts from the Designated Disposal Facility, including:~~

~~(a) the amount and type of Solid Waste, documented by a weight ticket from by a certified weighmaster from another California or Nevada state-certified truck scale approved by the Director, or a gate receipt from the facility to which Franchisee transported and delivered that diverted Solid Waste.~~

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

~~Solid Waste; and~~

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

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

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

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

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

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

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

~~(c) the date of highway or road closure and diversion; (d) the extent of highway closure; and~~

~~3. (e) County staff person to whom Franchisee gave oral notice.~~

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

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

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

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

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

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

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

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

## **7.02 Defense and Indemnification; Release.**

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

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

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

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

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

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

whether:

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

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

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

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



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

### **7.03 Disposal Fees. [\[Intentionally Deleted\]](#)**

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

## **ARTICLE 8. MISCELLANEOUS SERVICE PROVISIONS**

### **8.01 Emergency Services.**

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

### **8.02 Title to Solid Waste.**

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

### **8.03 Compliance with Applicable Law.**

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

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

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

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

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

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

#### **8.04 Cooperation with Waste Studies.**

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

#### **8.05 Service Materials Belong to County.**

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

#### **8.06 Recycled Materials.**

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

#### **8.07 Responsiveness to County.**

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

#### **8.08 Commingling of Waste. ~~Intentionally Deleted~~**

Franchisee will not commingle Solid Waste it collects from premises located outside of the unincorporated area of Mono County with Solid Waste Collected by Franchisee within the unincorporated area. In the event that Solid Waste from multiple jurisdiction is commingled, Franchisee shall report the amounts of waste collected from each jurisdiction to County in a manner satisfactory to County.

## **ARTICLE 9. DISPUTE RESOLUTION BY INDEPENDENT EXPERT**

### **9.01 Independent Expert.**

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

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

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

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

#### **d. Binding and Non-Binding Determinations.**

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

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

## **ARTICLE 10. RECORDS AND REPORTING**

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

### **10.01 Records.**

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

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

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

## 10.02 Reporting.

**a. Quarterly.** Franchisee will submit Quarterly Reports to County no later than the ~~Thirtiethfifteen~~ (<sup>30th15<sup>th</sup></sup>) day of the month immediately following the end of each quarter described in Exhibit

10.02a. *For example, for the Quarter ending on March 31, the Quarterly Report is due to County no later than April ~~30th15~~.* Quarterly Reports must be in the form directed or approved by County and contain, at a minimum, the information listed in Exhibit 10.02a, including information needed for County to prepare Quarterly Reports required under Applicable Law with respect to recycling and Diversion of Solid Waste in County, County's compliance with its solid waste facility permits, and quarterly taxes due and payable to the California Department of Tax and Fee Administration.

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

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

## 10.03 Financial Records and Reports.

### a. Maintenance of Accounting Records.

**1. Form and Content.** Franchisee will maintain in its Office accurate and complete accounting records containing financial and operational data relating to all costs associated with providing Franchise Services, whether by Franchisee or Subcontractor or Affiliate providing goods or services related to the provision of Franchise Services, prepared on an accrual basis. Franchisee will maintain its accounting records on a basis showing (1) the results of Franchisee's operations under this Agreement separately from operations in other locations, as if Franchisee were an independent entity providing service only to County, as well as (2) the results of Franchisee's operations in all locations, as a corporate entity. With respect to costs associated with goods or services provided by an Affiliate that is a Subcontractor, Franchisee may maintain those records in the office of the Affiliate but will provide County with a copy thereof within ~~sixty (60) Ninetyten~~ (~~1090~~) days of County's request therefor.

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

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

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

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

#### **10.04 Proprietary Reports and Records.**

**a. Notice of Request.** If County receives a request from a third person to review or copy material which Franchisee has marked "confidential," then County will inform Franchisee and allow Franchisee to present arguments and facts to County in support of Franchisee's position that the material is entitled to an exemption from disclosure under the California Public Records Act, Government Code section 6250-7920 *et seq.*, and should not be released.

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

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

**d. Defense and Indemnification.** Notwithstanding anything contained herein to the contrary, Franchisee shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages,

losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, County's release, disclosure, or withholding of any material which Franchisee has marked "confidential" under the California Public Records Act.

## **ARTICLE 11. INSURANCE, INDEMNIFICATION AND PERFORMANCE ASSURANCES**

### **11.01 Insurance**

#### **a. Policies.**

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

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

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

#### **c. Other Insurance Requirements.**

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

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



required by this Agreement, after County provides Franchisee with at least five (5) days prior-written notice and the opportunity to cure within 30 days, then County may take out and maintain such insurance as is required hereunder and Franchisee will reimburse County for County's Reimbursement Costs thereof.

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

## **11.02 Franchisee Defense and Indemnification.**

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

### **b. Agreement.**

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

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

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

### **11.03 Letter of Credit.**

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

## **ARTICLE 12. CRIMINAL ACTIVITY**

### **12.01 Criminal Activity.**

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

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

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

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

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

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

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

County in its sole discretion may terminate the Agreement upon 30 days’ Notice to the Franchisee, or may impose other sanctions (which may include financial sanctions, temporary suspensions, or any other conditions deemed appropriate short of termination) as it will deem proper if Franchisee with at least five (5) days prior written notice and the opportunity to cure, in the following events shall remain uncured:

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

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

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

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

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

## **ARTICLE 13. SERVICE FEES**

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

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

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

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

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

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

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

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

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

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

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

## 1. Annual Adjustments.

I

(i) **CPI Adjustment.** ~~One hundred percent~~Seventy five percent~~Seventy five percent~~ ~~(100%75%75%)~~ of Franchisee's Service Fees ~~are subject to~~shall be ~~adjusted~~ in accordance with the Consumer Price Index – Not Seasonally Adjusted, U.S. City Average for Garbage and Trash Collection ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year. Thus, if the CPI experienced a net increase of 3% from September, 202305, to September, 202406, then ~~seventy-five percent~~one hundred percent (75100%) of Franchisee's Service Fees would be subject to a three percent (3%) increase effective as of ~~January~~July 1, 202407.

(ii) **PPI Adjustment.** Five percent (5%) of Franchisee's Service Fees are subject to adjustment as described below in accordance with the Producer Price Index – Not Seasonally Adjusted, U.S. City Average for #2 Diesel all items ("PPI"), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year. Thus, if the PPI experienced a net increase of three percent (3%) between September, ~~2005~~2023, and September, ~~2006~~2024, then five percent (5%) of Franchisee's Service Fees would be subject to a three percent (3%) increase effective as of ~~January~~July 1, ~~2007~~2024.

(iii) **Gate Fee Adjustment.** Twenty ~~five~~25 percent (2025%) of Franchisee's Service Fees are subject to adjustment to reflect increases or decreases in the gate fees charged at the Designated Disposal Site. This portion of Franchisee's Service Fees will apply either generally to the gate fees for solid waste, or for the specific category of waste for which the Franchisee has established a Service Fee, such as white goods, tires, C&D Waste, or others that may be applicable.

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

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

2. **Change in Law Adjustments.** In addition to the adjustments set forth in Subsection (c)(1), Franchisee may request an adjustment to Franchisee's Service Fees where a

change in Applicable Law, ~~other than a change to the gate fees charged at the Designated Disposal Facility,~~ results in an increase in Franchisee's Direct costs. Franchise may request Service Fee

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

**d. Resolution of Issues Regarding Service Fee Adjustments.** Any issue regarding Service Fee adjustments, or the computation thereof will be decided by the County Board. The Service Fees in effect at the time any issue or dispute is submitted to the Board will remain in effect pending resolution of any issue or dispute. The effective date of any dispute resolution, whether retroactive or prospective, will reasonably be determined by the Board. In the event that Franchisee and County are unable to reach agreement regarding the adjustment of Service Fees, then either party may terminate this Agreement by sending to the other party a Notice stating the basis therefor, and setting a date of termination that is at six (6) months from the date printed on the Notice, *unless* the Parties agrees to a shorter date.

## 13.02 Fees Payable by Franchisee.

### a. Franchise Fee Surcharge.

1. Amount. In consideration for County’s costs in managing the solid waste franchise program, Franchisee will pay County a flat Surcharge of \$280.00 on each ton of waste collected in unincorporated Mono County (~~excluding Town of Mammoth Lakes~~) that is not delivered to and subject to a tipping fee at a County-owned Satellite Transfer Station (i.e., the Benton, Paradise, Chalfant, Walker, Bridgeport or Pumice Valley Satellite Transfer Stations). For each ton of waste that has been subject to a tipping fee at a County-owned Satellite Transfer Station, this surcharge shall not apply.

2. Adjustment to Surcharge. By the end of the first Quarter of each year, County will determine whether County requires modification to the Surcharge to account for increases or decreases in management costs. County shall Notify Franchisee of the new Surcharge, which will take effect July 1 of that year.

1. Payment. Franchisee will pay the sum of the Surcharge for all eligible tonnage collected in unincorporated Mono County quarterly, no later than the first day of the second month immediately following the Quarter in which Franchisee rendered Franchise Services, as required by Section 12.10.022 of the Mono County Code (for example, for the quarter ending on March 31, payment is due no later than May 1). With payment, Franchisee will additionally provide:



- (1) documentation in form and detail satisfactory to the Director showing the basis for calculating the Surcharge, together with additional information to calculate or verify the Surcharge that the Director may determine to be necessary; and
- (2) a representation and warranty as follows: “I represent and warrant, under penalty of perjury of the laws of the State of California, that I am familiar with the operations of ~~D & S Waste Removal, Inc.~~ Mammoth Disposal and am responsible for keeping and maintaining its records, including tonnage collected by location, and I have reviewed the [INSERT DATE AND DESCRIPTION OF ACCOMPANYING SURCHARGE ACCOUNTING]. To the best of my knowledge and belief, the statement is true, correct and complete.”

Documentation and representations and warranties filed by Franchisee are not deemed conclusive as to the information presented or statements made therein. Franchisee’s submission of documentation and representations and warranties does not preclude County from taking additional measures and actions to collect Surcharge actually due and payable.

**2. Late Payment Charges.** If Franchisee does not fully and timely pay its Surcharge in accordance with Subsection (a)(3), then Franchisee shall pay a basic penalty of ten percent (10%) of the amount of the unpaid Surcharge plus interest equal to one and one half percent (1½ %) of the total of (i) the unpaid monthly charges and (ii) the basic penalty, for each month, or part of a month, that the monthly Surcharge has not been paid.

**3. County Audit.** County may, at its own expense and using a consultant of its choosing, audit the records of Franchisee and Franchisee must provide County with copies of records within two (2) weeks of County’s request. If County’s audit demonstrates to the satisfaction of County that the Surcharge paid by Franchisee to County was understated, then Franchisee will pay County both:

- (1) the amount of the understated Surcharge plus the late payment charges provided in Subsection (a)(4) within thirty (30) days following County’s submission of the results of the audit to Franchisee, and
- (2) if County’s audit demonstrates that the Surcharge paid by Franchisee was understated by more than Five Thousand dollars (\$5,000.00) or two percent (2%), whichever is less, County’s Reimbursement Cost to conduct the audit.

**[Intentionally Deleted]**

~~**1. Amount.** In consideration for County's granting Franchisee the franchise described in Section 4.01, Franchisee will pay County the Franchise Fee equal to four percent (4%) of the Gross Revenues received from providing the Franchise Services, commencing with revenues billed for and received after October 1, 2018, but excluding Gross Revenues received from providing the Franchise Services pursuant to an Existing Agreement listed in Exhibit 13.01a.~~

~~**2. Payment.** Franchisee will pay the Franchise Fee quarterly, no later than the first day of the second month immediately following the Quarter in which Franchisee rendered Franchise Services, as required by Section 12.10.022 of the Mono County Code (for example, for the quarter ending on March 31, payment is due no later than May 1). With payment, Franchisee will additionally provide:~~

(1) documentation in form and detail satisfactory to the Director showing the basis for calculating the Franchise Fee Surcharge, together with additional information to calculate or verify the Franchise Fee Surcharge that the Director may determine to be necessary; and

(2) a representation and warranty as follows: “I represent and warrant, under penalty of perjury of the laws of the State of California, that I am familiar with the financial transactions operations of Mammoth Disposal Company and am responsible for keeping and maintaining its financial records, including gross receipts thereof tonnage collected by location, and I have reviewed the [INSERT DATE AND DESCRIPTION OF ACCOMPANYING FRANCHISE PAYMENT ACCOUNTING STATEMENTS SURCHARGE ACCOUNTING]. To the best of my knowledge and belief, the statement is true, correct and complete.”

Documentation and representations and warranties filed by Franchisee are not deemed conclusive as to the information presented or statements made therein. Franchisee’s submission of documentation and representations and warranties does not preclude County from taking additional measures and actions to collect franchise fees Surcharge actually due and payable.

**3. Late Payment Charges.** If Franchisee does not fully and timely pay its Franchise Fee Surcharge in accordance with Subsection (a)(2), then Franchisee shall pay a basic penalty of ten percent (10%) of the amount of the unpaid Surcharge Franchise Fee plus interest equal to one and one half percent (1½ %) of the total of (i) the unpaid monthly charges and (ii) the basic penalty, for each month, or part of a month, that the monthly franchise fee Surcharge has not been paid.

**4. County Audit.** County may, at its own expense and using a consultant of its choosing, audit the records of Franchisee and Franchisee must provide County with copies of records within two (2) weeks of County’s request. If County’s audit demonstrates to the satisfaction of County that the Franchise Fee Surcharge paid by Franchisee to County was understated, then Franchisee will pay County both:

(1) the amount of the understated Franchise Fee Surcharge plus the late payment charges provided in Subsection (a)(3) within thirty (30) days following County’s submission of the results of the audit to Franchisee, and

(2) if County’s audit demonstrates that the Franchise Fee Surcharge paid by Franchisee was understated by more than Five Thousand dollars (\$5,000.00) or two percent (2%), whichever is less, County’s Reimbursement Cost to conduct the audit.

~~**5. Annual Review by CPA; Actual Payments.** Within one hundred twenty (120) days following the close of each Contract Year, Franchisee will furnish County with a statement showing and substantiating the amount of the Franchise Fee, both owed and paid. Franchisee will cause that statement to be audited by an independent certified public accountant, acceptable to County, in accordance with generally accepted auditing principles, and including the accountant’s statement relative to his or her review. That statement will also be accompanied by the representation and warranty required by item (2) of Subsection (a)(2).~~

**b. Solid Waste Permit Fee.** Franchisee will pay County any fee for Permits issued by County in the time, manner, and amount required by the Mono County Code or by resolution of the County Board.

### **13.03 Payment of Moneys Due County.**

Franchisee will pay all County Payment Obligations (i) on the date they are due pursuant to this Agreement; or (ii) if no date is provided in this Agreement, within twenty (20) days of County's demand.

If Franchisee has not fully and timely paid a County Payment Obligation within twenty (20) days of their due date, then after County has provided Franchisee with at least five (5) days prior written notice Notice and the opportunity to cure within 10 days, County may draw on Franchisee's Letter of Credit in accordance with Section 11.03 for the amount of ~~(+) the Payment Obligation,~~ plus (ii) the Overdue Rate or, with respect to Franchise Fees, the late payment charge set forth in Section 13.02.

### **13.04 Fee Disputes.**

**a. County's Notice of Dispute.** If County disputes any amount calculated by Franchisee in accordance with Section 13.02(a), then County will give Franchisee Notice of its dispute together with any request for additional information, identified with reasonable specificity, with respect thereto.

**b. Franchisee's Response.** Within seven (7) days of receiving County's Notice, Franchisee will respond to County's dispute and supply any requested information. If Franchisee does not respond within said time, then it will be deemed to concur with County. If Franchisee concurs or is deemed to concur, then it will promptly amend the disputed invoice.

**c. Dispute Resolution.** If County disagrees with Franchisee's response and County and Franchisee cannot reach agreement during an ensuing 15-day period following the Franchisee's response, then the Parties may agree to submit the matter for binding resolution by the Independent Expert in accordance with Article 9.

## **ARTICLE 14. BREACHES, DEFAULTS, DAMAGES, AND OTHER REMEDIES**

### **14.01 Certain Breaches and Damages.**

**a. Notice and Opportunity to Correct.** County entered into this Agreement with Franchisee in part based on Franchisee's demonstrated abilities, service quality, and responsiveness to Customers' and County's needs. It is County's hope to avoid exercising remedies set forth in this Agreement whenever possible by working with Franchisee informally to resolve Events of Default or other failures to satisfy the obligations set forth in this Agreement. Thus, County may, in its sole discretion, provide verbal notice to Franchisee of any Event of

Default or failure by Franchisee to satisfy the obligations set forth in this Agreement of which County becomes aware prior to pursuing other remedies set forth in this Agreement. If Franchisee corrects said Event of Default or failure to the satisfaction of the Director within the number of days provided, then County shall not pursue additional remedies for that occurrence. In addition, Franchisee shall have each of the opportunities to cure and/or correct Events of Default or other failures to satisfy the obligations of this Agreement set forth in Mono County Code section 12.10.023(E).

**b. Franchisee Reports.** In each Quarterly Report, Franchisee will certify to County that it has fully and timely met its Performance Obligations during the preceding Quarter. If Franchisee cannot so certify, then Franchisee will note those failures in its Quarterly Report and within thirty (30) days of submitting its Quarterly Report, pay damages listed in Exhibit 14.01 for each failure occurring after the first six (6) weeks following the Commencement Date.

**c. County Notice.** If County becomes aware at any time that Franchisee has not fully and timely met its Performance Obligations, then County may provide Franchisee with a Notice thereof specifying any damages that Franchisee must pay County in accordance with Exhibit 14.01 within ten (10) days of Notice, *unless* Franchisee contests payment of damages as provided in Subsection (d).

**d. Procedure for Review of Damage Obligations.** Within ten (10) days of the date of the Notice by County described in Subsection (c), Franchisee may contest imposition of damages by submitting documentary evidence to County demonstrating why Franchisee does not owe damages. County will use Reasonable Business Efforts to review Franchisee's evidence and render a written decision to Franchisee confirming or reversing the imposition of damages as soon as reasonably possible after receipt of the evidence. County's decision is final and binding and constitutes final Notice for the purposes of this Subsection (d).

**e. Damages Reasonable.** The Parties acknowledge that County has incurred considerable time and expense procuring this Agreement in order to secure an improved level of Collection service quality, accountability, and increased Customer satisfaction. Therefore, consistent and reliable Franchise Service and accountability is of utmost importance to County. County has considered and relied on Franchisee's representations as to its quality of service commitment in entering into this Agreement, and Franchisee's breach of its Performance Obligations represents a loss of bargain to County and Customers.

The Parties further recognize that quantified standards of performance and regular reporting to County regarding that performance are necessary and appropriate to ensure consistent and reliable Service, and if Franchisee fails to meet its Performance Obligations then County will suffer damages (including its Customers' inconvenience; anxiety; and frustration, criticism, and complaint by Customers; potential political pressure; lost the County Board and staff time; and loss of bargain secured through time-consuming and expensive procurement) and that it is and will be impracticable and extremely difficult to ascertain and determine the value thereof. In addition, if Franchisee fails to fully and timely satisfy its Performance Obligations or in the Event of Default, then the urgency of protecting public health and safety may necessitate that County enter into emergency or short-term arrangements for services without competitive procurement at prices

substantially greater than hereunder, and the monetary loss resulting therefrom is impossible to precisely quantify. Lastly, termination of this Agreement for Franchisee Default and other remedies provided hereunder are, at best, a means of future correction and not remedies that make County whole for past Breaches and Franchisee Defaults. Therefore, the Parties agree that the liquidated damages listed in Exhibit 14.01 represent a reasonable estimate of the amount of said damages, considering all of the circumstances existing on the Commencement Date, including the relationship of the sums to the range of harm to County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each Party specifically confirms the accuracy of the statements made above and the fact that each Party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

## **14.02 Remedies Upon Default.**

**a. Remedy.** Upon the occurrence of an Event of Default, County has the following remedies:

**1. Termination.** County may terminate this Agreement or any portion of Franchisee's Performance Obligations. Prior to termination, County must give Franchisee a Notice stating the reason for the termination. County may terminate the Agreement

(1) thirty (30) days following the date of the Notice [if Franchisee has failed to cure within that time period](#); or

(2) immediately following the date of the Notice if

(i) County determines that protection of public health and safety requires immediate termination;

(ii) Franchisee fails to maintain insurance, bonds, or other assurances of performance required under this Agreement;

(iii) Franchisee Violates law, as set forth in Section 10.12.023(E)(1)(e) of the Mono County Code.

**2. Suspension.** County may suspend all or a portion of this Agreement for up to thirty (30) days. During that 30-day period the Franchisee may demonstrate to the sole satisfaction of County that Franchisee can once again fully perform the Franchise Services. If Franchisee so demonstrates, then County's right to suspend or terminate the Agreement will cease and Franchisee may resume providing Franchise Services. If Franchisee does not so demonstrate, then County may terminate the Agreement and exercise any other rights and remedies under this Agreement. Prior to suspending all or a portion of this Agreement, County must give Franchisee a Notice stating the reasons for the suspension. County may suspend the Agreement, effective fifteen (15) days after the date of the Notice. If County determines that the suspension is necessary for the protection public health and safety, then County need not give Franchisee Notice but may

give Franchisee oral notice stating the reasons for the suspension, effective immediately. County will provide Franchisee with Notice confirming oral notice.

**3. Damages.** County may exercise its remedies of damages (including damages in accordance with Section 14.01).

**4. Equitable Relief.** County may exercise any other available remedies at law or in equity (including specific performance and injunctive relief). Franchisee acknowledges that County's remedy of damages for a breach of this Agreement by Franchisee may be inadequate for reasons including: (i) the urgency of timely, continuous and high-quality Solid Waste management service under this Agreement, including collection, transportation and/or transfer for disposal of putrescible wastes which constitute a threat to public health; and (ii) for all of the reasons set forth in Section 14.01(e). Therefore, County is entitled to all available equitable remedies, including specific performance or injunctive relief.

**b. Delivery Obligations.** ~~Intentionally Deleted~~ Franchisee further acknowledges that County's remedy of damages for a breach of Section 7.01 by Franchisee (Failure to Deliver Materials to Designated Disposal Facility) may be inadequate and, consequently, that County is entitled to all available equitable remedies, ~~including specific performance and injunctive relief for all of the reasons set forth in Exhibit R-1.~~

#### **14.03 Remedies Not Exclusive.**

County's rights and remedies in the Event of Default are not exclusive. Exercise of one remedy, including seeking damages, is not an election of remedies but is cumulative with any other remedies under this Agreement.

#### **14.04 Waivers.**

**a. County Waiver of Breach.** County's waiver of any breach or Event of Default will not be deemed to be a waiver of any other breach or Event of Default including those with respect to the same obligations under this Agreement. County's decision not to demand payment of damages will not be deemed a waiver of any Franchisee failure to satisfy any Performance Obligations. County's subsequent acceptance of any damages or other money paid by Franchisee, including damages, will not be deemed to be a waiver by County of any pre-existing or concurrent breach or Event of Default.

**b. Franchisee Waiver of Certain Defenses.** Franchisee acknowledges that it is solely responsible for providing Franchise Services and by this Agreement irrevocably and unconditionally waives defenses to the payment and satisfaction of its Performance Obligations under this Agreement based upon failure of consideration; contract of adhesion; impossibility or impracticability of performance; commercial frustration of purpose; or the existence, non-existence, occurrence or non-occurrence of any foreseen or unforeseen fact, event, or contingency

that may be a basic assumption of Franchisee with regard to any provision of this Agreement. However, Franchisee does not waive any defense of Uncontrollable Circumstances.

#### **14.05 Jurisdiction; Venue.**

- a. Jurisdiction.** The Parties will bring any lawsuits arising out of this Agreement in State or Federal courts within the State of California, which will have exclusive jurisdiction over said lawsuits.
- b. Venue.** Venue will be made and performed in courts sitting in Mono County.
- c. Other.** The site of any other hearing or action, whether arbitration or non-judicial, of whatever nature or kind regarding this Agreement, will be conducted in Mono County.

#### **14.06 Costs.**

Franchisee agrees to pay to County County's Reimbursement Costs reasonably incurred by or on behalf of County enforcing timely payment or performance of Franchisee's obligations under this Agreement.

#### **14.07 Assurance of Performance.**

If Franchisee

- (1) is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing, or other concerted job action); or
- (2) appears in the judgment of County to be unable to regularly pay its bills as they become due; or
- (3) is the subject of a civil or criminal judgment or order entered by a federal, state, regional, or local agency for violation of an environmental or tax law,

and County believes in good faith that Franchisee's ability to timely and fully perform Franchise Services has been placed in substantial jeopardy, then County may, at its option and in addition to all other remedies it may have, demand from Franchisee reasonable assurances of timely and full performance under this Agreement. If Franchisee fails or refuses to provide reasonable assurances by the date required by County, then that failure or refusal will constitute an Event of Default in accordance with Section 12.10.023(E)(2)(b) of the Mono County Code.



#### **14.08 ~~County Right to Perform Franchise Services.~~**

~~**a. Events.** County may perform, or contract for the performance of, any or all of Franchisee's Performance Obligations, including the collection of Solid Waste or any portion thereof and transportation and delivery to a Solid Waste facility, upon the occurrence of either of the following events, determined by County in its sole discretion:~~

- ~~(1) Franchisee, due to Uncontrollable Circumstances or for any reason whatsoever, fails, refuses, or is unable for a period of forty eight (48) hours to Collect and/or to transport, Solid Waste to a Solid Waste facility and County determines there is danger to the public health, safety, or welfare; or~~
- ~~(2) County suspends any portion of Franchisee's Performance Obligations or terminates this Agreement in accordance with Section 14.02(a)(1).~~

~~County has no obligation to continue providing Franchise Services and may at any time, in its sole discretion, cease to provide Franchise Services. However, County's right to provide Franchise Services, including contracting with another Person, will continue until Franchisee can demonstrate to County's satisfaction that Franchisee is ready, willing, and able to resume timely and full Franchise Services.~~

~~**b. Notice.** County may give Franchisee oral notice that County is exercising its right to perform Franchise Services, which notice is effective immediately, but must confirm oral notice with Notice within 24 hours thereafter to extend County performance.~~

~~**c. Records and Reports.** In the event that County exercises its right under Section 14.08(a) to perform any or all of Franchisee's Performance Obligations, Franchisee shall promptly provide County with immediate access and/or possession of Records, including but not limited to those related to routing and billing.~~

~~**d. Stipulations.** Franchisee agrees and stipulates that County's exercise of rights under this Section 14.08 does not constitute a taking of any private property interest or right for which County must compensate Franchisee; will not create any liability on the part of County to Franchisee; and does not exempt Franchisee from any Indemnities, which the Parties acknowledge are intended to extend to circumstances arising under this Section 14.08.~~

### **ARTICLE 15. FRANCHISEE'S OBLIGATIONS UPON EXPIRATION OR TERMINATION**

#### **15.01 Pay Outstanding Amounts.**

Franchisee will pay County any County Payment Obligations or other amounts then accrued and payable.

## **15.02 Cooperation During Transition.**

If Franchisee is not awarded an agreement to continue to provide Franchise Services following the expiration or termination of this Agreement, then Franchisee will reasonably cooperate with County and the succeeding Franchisee(s), contractor(s), licensee(s), permittee(s), or other Person(s) providing Solid Waste Handling Services to assure a smooth, efficient, orderly, timely, and effective transition from Franchise Services to those Solid Waste Handling Services, including transfer of Records; complete routing information, route maps, vehicle fleet information, and Customer billing lists, upon request of County; providing other Records and reports required by this Agreement; and coordinating with County and any subsequent Franchisee(s), contractor(s), licensee(s), permittee(s), or other Person(s) with respect to exchanging Containers. Franchisee will not remove a Container from any Customer's premises until the earlier of: (1) the date replacement containers are provided to the Customer, or (2) 3 weeks after the expiration or termination of this Agreement. THIS OBLIGATION OF FRANCHISEE WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **ARTICLE 16. THE PARTIES**

### **16.01 Franchisee is Independent Contractor.**

Franchisee will perform Franchise Services as an independent contractor engaged by County and not as officer, agent, servant, employee, or partner of County nor as a joint venture with County. No employee or agent of Franchisee is deemed to be an employee or agent of County. Franchisee will have the exclusive control over the manner and means of performing Franchise Services and meeting its Performance Obligations and over all Persons performing Franchise Services. Use of the word "direct" in this Agreement signifies County's right to require Franchisee's compliance with County directions, but will not be construed to signify County control over the manner and means of performing Franchise Services. Franchisee is solely responsible for the acts and omissions of its officers, employees, contractors, subcontractors, and agents, none of which is deemed to be an officer, agent, servant, or employee of County. Neither Franchisee nor its officers, employees, contractors, subcontractors, and agents will obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrue to County employees and Franchisee expressly waives any claim it may have or acquire to said benefits.

### **16.02 Parties in Interest.**

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the Parties and their representatives, successors, and permitted assigns.

### **16.03 Binding on Successors.**

The provisions of this Agreement will inure to the benefit of and be binding on the successors and permitted assigns of the Parties.

### **16.04 Further Assurances.**

Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

### **16.05 Actions of County in Its Governmental Capacity.**

Nothing in this Agreement is interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

### **16.06 Franchisee's Obligations Performed at Its Sole Expense.**

Franchisee will perform Franchise Services solely for the compensation expressly provided for in this Agreement. Franchisee acknowledges that it will not receive any form of payment or other consideration from County for its performance under this Agreement except for the grant of the franchise under this Agreement. Franchisee will instead look solely to its Customers to compensate Franchisee for providing all Franchise Services and satisfying its Performance Obligations.

### **16.07 Parties' Representatives.**

**a. County Representative.** The County Representative is the Director unless otherwise named by the County Board from time to time upon Notice of County Representative to Franchisee. The County Representative is authorized to act on behalf of County in the administration of this Agreement and, unless otherwise specified, may take all actions set forth in this Agreement except termination, extension, amendment, and assignment consent, without action by the County Board.

**b. Franchisee Representative.** The Franchisee Representative is ~~Roger Brown~~Sue Vandeline~~Mike Smith~~, as may be changed from time to time upon Notice of Franchisee Representative to County. The Franchisee Representative is authorized to act on behalf of Franchisee in the performance under this Agreement.

#### **16.08 Due Diligence.**

Franchisee acknowledges that County may be subject to statutory fines or penalties for failure to achieve mandated waste diversion levels and that waste management is a public health and safety concern. It agrees that it will exercise due diligence in performing Franchise Services.

#### **16.09 Subcontracting.**

Franchisee may not Subcontract any portion of the Franchise Services, including the provision of Carts and Containers, set forth in this Agreement. Franchisee may engage any number of Subcontractors providing goods or services that do not comprise Franchise Services or the provision of Carts and Containers (e.g., billing services, equipment, maintenance). Franchisee will not subcontract in a manner that effectuates an assignment of this Agreement, unless the requirements of Section 12.10.023 of the Mono County Code and the provisions of this Agreement (including Section 17.01) related to assignment are met.

Franchisee must direct the work of Franchisee's Subcontractors. Franchisee is solely responsible for paying any compensation due or payable to Franchisee's Subcontractors. County may require Franchisee to remove any Subcontractor for good cause. Subcontractors' failure to satisfy its subcontracted obligations (including violation of Applicable Law) is a failure by Franchisee and County may exercise any or all of the rights and remedies available to County under this Agreement with respect to Franchisee.

“**Subcontractor**” includes any Person, including Affiliates, that provides goods or services that do not comprise Franchise Services or the provision of Carts and Containers but are related to the provision of Franchise Services, whether pursuant to formal, written agreement or merely in fact. “**Subcontract**” means any arrangement, formal or informal, written or otherwise, between Franchisee and a Subcontractor for providing goods or services related to the provision of Franchise Services.

In its Annual Report, Franchisee will disclose to County the name of all Subcontractors, the amount goods or services related to the provision of Franchise Services that each Subcontractor provides to Franchisee, and a description of Franchisee's relationships to each Subcontractor (including ownership interests).

#### **16.10 No Use of County Name.**

Franchisee will not do business as or use a corporate, partnership, venture, or other formal name, containing the words “Mono” or “County” or implying County ownership *although* upon County direction, Franchisee will use County's name in its public relations signage.

## ARTICLE 17. ASSIGNMENT AND AMENDMENTS

### 17.01 Assignment.

**a. County Assignment.** County may assign this Agreement to a joint powers authority, a sanitation district, or other public entity succeeding to the major portion of County's solid waste management rights and obligations. County may also assign this Agreement to any other Person, with Franchisee's consent, upon County's determination that the assignee is financially capable of meeting County's obligations under this Agreement.

**b. Franchisee Assignment.** Franchisee acknowledges that the experience and expertise of Franchisee are material considerations of County in entering into this Agreement with Franchisee. Franchisee may not Assign this Agreement except in accordance with Section 12.10.23(C) of the Mono County Code. Franchisee may not circumvent County's Assignment consent rights in practical effect by securing goods or services from a Subcontractor that would be itself subject to "assignment," where "Subcontractor" is substituted for "Franchisee" in the definition of "Assign" in Subsection 17.01(c).

**c. Assign. "Assign" includes:**

- (1) selling, exchanging, or otherwise transferring effective control of management of the Franchisee (through sale, exchange, or other transfer of outstanding stock or otherwise);
- (2) issuing new stock or selling, exchanging, or otherwise transferring twenty percent (20%) or more of the then outstanding common stock of the Franchisee;
- (3) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance, or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction which results in a change of Ownership or control of Franchisee;
- (4) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of an execution, being levied against Franchisee, appointment of a receiver taking possession of any of Franchisee's tangible or intangible property;
- (5) substitution by a surety company providing any performance bond in accordance with Section 11.03 of another Person for Franchisee to perform Franchise Services;
- (6) sale or transfer of fifty percent (50%) or more of the value of assets of Franchisee except for sales or transfers to parents, grandparents, siblings, children, and grandchildren of persons having a shareholder or other equity interest in Franchisee as of the date of this Agreement ("Immediate Family") or trust created primarily to benefit members of the Immediate Family; and

- (7) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of Ownership or control of Franchisee.

## **17.02 Amendments.**

The Parties may change, modify, supplement, or amend this Agreement only upon written agreement duly authorized and executed by both Parties. However, wherever reports, forms, protocols, or other documents are attached to this Agreement as attachments to an Exhibit, County Representative and Franchisee Representative may edit and revise them upon their agreement or otherwise provided in the related Sections of this Agreement, evidenced in writing *unless* this Agreement specifically requires approval by the County Board pursuant to resolution or otherwise.

## **ARTICLE 18. NOTICES, CONSENTS, APPROVALS, ETC.**

### **18.01 Notices.**

**a. Written.** The Parties must present and express all reports, demands, requests, directions, selections, option exercises, orders, requests, proposals, reviews, comments, acknowledgments, approvals, consents, waivers, certifications, and other communications made to each other under this Agreement in writing. Notice by County to Franchisee of a missed pick-up (i.e., non-collection) or a Customer problem or complaint may be given to Franchisee orally by telephone at Franchisee's local office with written confirmation sent to Franchisee within twenty-four (24) hours of the oral notification.

**b. Manner.** The Parties must provide Notices at the address provided in Subsection (c), in any of the following manners:

- (1) by e-mail or facsimile promptly followed by delivery described in following items (2), (3) or (4);
- (2) personal delivery to a representative of the Parties, with signed receipt;
- (3) deposit in the United States mail, first class postage prepaid (certified mail, return receipt requested); or
- (4) deposit with a commercial delivery service providing delivery verification.

**c. Address.**

If to County:	If to Franchisee:
Mono County Public Works Department Attn: Solid Waste Superintendent 74 North School Street P.O. Box 457 Bridgeport, CA 93517  Telephone: (760) 932-5440 Facsimile: (760) 932-5441	Mammoth Disposal Company, <del>Inc.</del> Attn: <del>Sue Vandelinder</del> <del>Roger Mike</del> <del>Smith-Brown</del> 59 Commerce Drive P.O. Box 237 Mammoth Lakes, CA 93546  Telephone: (760) 934-2011 Facsimile: <del>[PLACEHOLDER]</del>

The Parties may change their contact information above upon Notice to the other Party.

**18.02 Consents and Approvals.**

The County Representative is authorized to act on behalf of County in the administration of this Agreement and, unless otherwise specified, may take all actions set forth in this Agreement except termination, amendment, extension, and assignment consent, without action by the County Board.

**18.03 Exercise of Discretion by County.** ~~[Intentionally Deleted]~~ ~~[Intentionally Deleted]~~

Recognizing the essential public health and safety protections this Agreement serves, where this Agreement specifically provides that the exercise of any Discretionary Action is in County's sole, exclusive, or absolute discretion, control, or judgment, that exercise of discretion is deemed reasonable and the Franchisee will not question or challenge County's exercise thereof. County will exercise any approval, disapproval, consent, option, discretion, election, opinion, or choice under this Agreement or interpretation of this Agreement in a manner that is reasonable.

~~18.04 Breach by County~~

~~If the County shall be in breach of any provision of this Agreement, Franchisee may suspend its performance hereunder until such breach has been cured or terminate this Agreement, provided however, that no termination of this Agreement by Franchisee shall be effective until Franchisee has given written notice of such breach to the County and the County has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, Franchisee may terminate this Agreement by giving the County written notice of such termination, which shall become effective upon receipt of such notice.~~

~~18.04. Breach by County.~~

~~\_\_\_\_\_ If the County shall be in breach of any provision of this Agreement, Franchisee may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that~~

no termination of this Agreement by Franchisee shall be effective until Franchisee has given written notice of such breach to the County and the County has Franchisee to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, Franchisee may terminate this Agreement by giving the County written notice of such termination, which shall become effective upon receipt of such notice.

18.05 — Excused Performance.

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, epidemics, pandemics, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.



ARTICLE 19. EXECUTION OF AGREEMENT

19.01 Authority to Execute.

County warrants that the officers listed below have been duly authorized by County to execute this Agreement on behalf of County. Franchisee warrants that the individuals listed below have been duly authorized by the Franchisee to execute this Agreement on behalf of the Franchisee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and entered as of the last date indicated below:

COUNTY OF MONO

MAMMOTH DISPOSA.

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_

\_\_\_\_\_

Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_

Mono County Risk Manager



## EXHIBIT R-1: EXHIBIT R-1: FINDINGS REGARDING DESIGNATED DISPOSAL FACILITY

In view of the following findings and facts, County has determined that in order to sustain its solid waste program, protect itself from liability for waste generated within its borders, and continue to provide beneficial solid waste services such as education and recycling to its residents and to visitors to the area, it is necessary to require that solid waste collected by franchisees be delivered to Mammoth Transfer Station—a solid waste facility owned or approved by County unless specifically exempted as provided for in this agreement. Franchisee shall also be permitted to haul or cause a third party to haul solid waste to any licensed and permitted facility as reasonably required to carry out the obligations of this Agreement.

### Local Interests.

Franchisee shall be permitted to haul or cause a third party to haul C&D Waste to any licensed and permitted facility offering the following: County currently operates a comprehensive Solid Waste program which includes six  
(6) Solid Waste transfer stations, some of which additionally serve as landfills for C&D Waste.

At these facilities, County offers rRecycling services for cardboard, beverage containers, scrap metal, white goods, wood waste, waste tires, used oil and filters, and batteries. In addition, County accepts and processes hazardous materials such as household hazardous waste, electronic wastes and universal wastes. County provides these services for free or at a low cost to the public in order to encourage participation and minimize illegal disposal.

Also, as a part of its solid waste program, County has implemented an aggressive load-checking system at its landfill and transfer stations in order to prevent the improper disposal of liquids and hazardous materials and to help identify and separate recyclables. As a part of this program, County provides information to the public and to waste haulers about recycling and disposal of hazardous and other special wastes.

A combination of the above services offered by County has resulted in impressive results with respect to recycling, reduction in illegal dumping and disposal, and the safe handling and proper disposal of hazardous materials. For example, in 2021, County accumulated more than 470 tons of scrap metal and white goods at its regional landfill which were then recycled. In 2021, County also collected several other types of waste streams which were diverted from County's regional landfill, amounting to a combined twenty-seven percent (27%) of all Solid Waste received.

The diversion of recyclable materials through County's solid waste program, and its regional landfill specifically, has enabled County to meet the California Integrated Waste Management Act's mandate that local jurisdictions divert for reuse or recycling fifty percent (50%) of the waste generated within their borders annually or face penalties of up to Ten Thousand dollars (\$10,000.00) per day. Also pursuant to the Integrated Waste Management Act, County has drafted and adopted an Integrated Waste Management Plan which sets forth County's goals with respect to source reduction and recycling and the means to accomplish those goals, of which the programs described above are a critical component.

~~County has developed plans and taken aggressive actions to minimize the risk of environmental harm from County's landfill operations which could potentially result from the~~

~~generation and migration of landfill gases or leachate. These measures pertain not only to the current operation of the landfill but also to its proper closure and maintenance after closure. For example, County has installed groundwater monitoring wells, conducts quarterly monitoring of landfill gas to identify potential subsurface migration, and sets aside funds each year to pay for closure activities consisting of the permanent sealing of the landfill. Additionally, as required by California law, County will monitor and maintain its landfills for a minimum of thirty (30) years after closure.~~

~~— All of the above programs are paid for largely through gate fees generated at County's landfill and transfer stations. The loss of gate fee revenue caused by the transport of Solid Waste to facilities other than those operated by County threatens its entire Solid Waste program and could affect County's compliance with the Integrated Waste Management Act, causing the increased landfilling of recyclable materials and the improper disposal of Unpermitted Waste as well as exposing County to significant fines and penalties.~~

~~— Moreover, County remains potentially liable for contamination caused by waste under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"). County desires to minimize this exposure to CERCLA liability to the maximum extent feasible.~~

~~— For all of the above reasons, County has determined that it is necessary that Solid Waste collected by Franchisees be delivered to a Solid Waste facility owned or operated by County or a pre-approved alternate site out of County.~~

~~— **Alternatives.**~~

~~County has considered alternatives to requiring Franchisees to deliver Solid Waste to a Solid Waste facility owned by County or, alternatively, paying a surcharge for limited out-of-county hauling.~~

~~— County's ability to subsidize solid waste management through additional taxes or property based fees is constrained practically and under the State constitution.~~

~~— County has the power, authority, and direction to establish diversion performance standards at its own Solid Waste facility or facilities. It cannot establish, implement, or enforce those standards at facilities it does not own, including landfills where some Solid Waste generated in Mono County is presently being disposed.~~

~~— Due to its rural character and remote location, it is impractical or impossible to require mandatory collection within Mono County and many County residents continue to self-haul to County's landfill or transfer stations. If those facilities ceased operation as a result of the failure to collect sufficient gate fee revenues to maintain them, then County residents and businesses would be faced with, in many cases, more than a 100-mile drive to dispose of their waste or would be forced to subscribe to Solid Waste Collection services to haul that waste for them. This would likely increase instances of illegal dumping, as well as be impractical for the reasons described in Subsection (b)(v) below. In addition, it would deprive those residents and businesses of the recycling and Unpermitted Waste processing services which are now available at County's facilities.~~

~~— User generation fees are not an alternative source of County funding. County has many rural areas, resulting in routing and collection inefficiencies for commercial waste haulers that can make collection cost at many remote residences prohibitively expensive for residents of limited financial means. If County required private haulers to collect user generation fees on behalf of County from private customers/subscribers absent mandatory subscription, those customers would unfairly and inequitably bear Solid Waste management costs of all County residents, those who subscribe and those who do not. As subscription rates increased, customers might drop service, thereby triggering an increasing spiral of costs spread over fewer customers/subscribers, and an increase in illegal dumping. Therefore, County faces the practical and political inability to implement user fees in lieu of gate fees at County facilities.~~

## **FINDINGS REGARDING DESIGNATED DISPOSAL FACILITY**

In view of the following findings and facts, County has determined that in order to sustain its solid waste program, protect itself from liability for waste generated within its borders, and continue to provide beneficial solid waste services such as education and recycling to its residents and to visitors to the area, it is necessary to require that solid waste collected by franchisees be delivered to a solid waste facility owned by County unless specifically exempted as provided for in this agreement.

### **a. — Local Interests.**

(i) — County currently operates a comprehensive Solid Waste program which includes six (6) Solid Waste transfer stations, some of which additionally serve as landfills for C&D Waste, and one regional Class III Municipal Solid Waste Landfill.

(ii) — At these facilities, County offers recycling services for cardboard, beverage containers, scrap metal, white goods, wood waste, waste tires, used oil and filters, and

batteries. In addition, County accepts and processes hazardous materials such as household hazardous waste and universal wastes. County provides these services for free or at a low cost (for tires and white goods) to the public in order to encourage participation and minimize illegal disposal.

(iii) Also, as a part of its solid waste program, County has implemented an aggressive load-checking system at its landfill and transfer stations in order to prevent the improper disposal of liquids and hazardous materials and to help identify and separate recyclables. As a part of this program, County provides information to the public and to waste haulers about recycling and disposal of hazardous and other special wastes.

(iv) A combination of the above services offered by County has resulted in impressive results with respect to recycling, reduction in illegal dumping and disposal, and the safe handling and proper disposal of hazardous materials. For example, in 2017, County accumulated more than

318 tons of scrap metal and white goods at its regional landfill which were then recycled. In 2017

County also collected, 3,854 tons of inert waste and 5,693 tons of wood and green organic waste which were diverted from County's regional landfill, amounting to a combined twenty nine percent (29%) of all Solid Waste received.

(v) The diversion of recyclable materials through County's solid waste program, and its regional landfill specifically, has enabled County to meet the California Integrated Waste Management Act's mandate that local jurisdictions divert for reuse or recycling fifty percent (50%) of the waste generated within their borders annually or face penalties of up to Ten Thousand dollars (\$10,000.00) per day. Also pursuant to the Integrated Waste Management Act, County has drafted and adopted an Integrated Waste Management Plan which sets forth County's goals with respect to source reduction and recycling and the means to accomplish those goals, of which the programs described above are a critical component.

(vi) County has developed plans and taken aggressive actions to minimize the risk of environmental harm from County's landfill operations which could potentially result from the

~~generation and migration of landfill gases or leachate. These measures pertain not only to the current operation of the landfill but also to its proper closure and maintenance after closure. For example, County has installed groundwater monitoring wells, conducts quarterly monitoring of landfill gas to identify potential subsurface migration, and sets aside funds each year to pay for closure activities consisting of the permanent sealing of the landfill. Additionally, as required by California law, County will monitor and maintain its landfills for a minimum of thirty (30) years after closure.~~

~~(vii) All of the above programs are paid for largely through gate fees generated at County's landfill and transfer stations. The loss of gate fee revenue caused by the transport of Solid Waste to facilities other than those operated by County threatens its entire Solid Waste program and could affect County's compliance with the Integrated Waste Management Act, causing the increased landfilling of recyclable materials and the improper disposal of Unpermitted Waste as well as exposing County to significant fines and penalties.~~

~~(viii) Moreover, County has no power or authority to regulate the handling or disposal of Solid Waste outside of its borders to ensure that such waste is properly managed. Yet it remains potentially liable for contamination caused by that waste under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"). Again, there is no way for County to control this risk if it has no power or authority to regulate how the waste is managed. County desires to minimize this exposure to CERCLA liability to the maximum extent feasible.~~

~~(ix) County's concerns about liability resulting from the disposal of County generated waste at facilities not operated by County are real: three (3) of the four (4) regional landfills located in the eastern Sierra within a 200-mile radius of Mono County (and the only three (3) which have accepted waste or indicated the willingness to accept waste generated in Mono County in the past) do not have any groundwater or landfill gas monitoring systems in place and lack many of the other basic regulatory and environmental controls that have been implemented at County's facilities.~~

~~(x) For all of the above reasons, County has determined that it is necessary that Solid Waste collected by Franchisees be delivered to a Solid Waste facility owned or operated by County.~~

**~~b. No Viable Alternatives.~~**

~~County has considered alternatives to requiring Franchisees to deliver Solid Waste to a Solid Waste facility owned by County or, alternatively, paying the Capacity Fee for limited out-of-county hauling, but has found that there are no viable alternatives.~~

~~(i) County's ability to subsidize solid waste management through additional taxes or property-based fees is constrained practically and under the State constitution.~~



~~(ii) County has the power, authority, and direction to establish diversion performance standards at its own Solid Waste facility or facilities. It cannot establish, implement, or enforce those standards at facilities it does not own, including landfills where some Solid Waste generated in Mono County is presently being disposed.~~

~~(iii) Even if County could raise the capital to take over Solid Waste collection from present privately provided services to municipal service, which would allow County to deliver waste to its own Solid Waste and Recyclable Materials management system, under State law, it would be required to give private haulers five (5) years' advance notice of its intent to do so. During those five (5) years, the private haulers would have the continued right to provide service, and the present loss of County gate fee income would continue to imperil County's Solid Waste program.~~

~~(iv) Due to its rural character and remote location, it is impractical or impossible to require mandatory collection within Mono County and many County residents continue to self-haul to County's landfill or transfer stations. If those facilities ceased operation as a result of the failure to collect sufficient gate fee revenues to maintain them, then County residents and businesses would be faced with, in many cases, more than a 100-mile drive to dispose of their waste or would be forced to subscribe to Solid Waste Collection services to haul that waste for them. This would likely increase instances of illegal dumping, as well as be impractical for the reasons described in Subsection (b)(v) below. In addition, it would deprive those residents and businesses of the recycling and Unpermitted Waste processing services which are now available at County's facilities.~~

~~(v) User generation fees are not an alternative source of County funding. County has many rural areas, resulting in routing and collection inefficiencies for commercial waste haulers that can make collection cost at many remote residences prohibitively expensive for residents of limited financial means. If County required private haulers to collect user generation fees on behalf of County from private customers/subscribers absent mandatory subscription, those customers would unfairly and inequitably bear Solid Waste management costs of all County residents, those who subscribe and those who do not. As subscription rates increased, customers might drop service, thereby triggering an increasing spiral of costs spread over fewer customers/subscribers, and an increase in illegal dumping. Therefore, County faces the practical and political inability to implement user fees in lieu of gate fees at County facilities.~~

## **EXHIBIT 1.01: DEFINITIONS**

“**Act**” means the California Integrated Waste Management Act set forth in California Public Resources Code at Sections 40000 *et seq.*

“**Affiliate**” or “**Affiliates**” means all businesses (including corporations, limited and general partnerships, and sole proprietorships) which are directly or indirectly related to Franchisee by virtue of direct or indirect Ownership interests or common management, including a business in which Franchisee has a direct or indirect Ownership interest, a business which has a direct or indirect Ownership interest in Franchisee and/or a business which is also Owned, controlled or managed by any business or individual which has a direct or indirect Ownership interest in Franchisee.

“**Agreement**” means this Agreement, including all exhibits and attachments which are incorporated herein by reference, as this Agreement may be amended and supplemented pursuant to Section 17.02.

“**Annual Report**” means the report described in Section 10.02(b).

“**Applicable Law**” means all laws, statutes, rules, regulations, guidelines, Permits, actions, determinations, orders, or requirements of the United States, State of California, County (including its County Code together with rules and regulations promulgated thereunder and County’s Integrated Waste Management Plan), the Local Enforcement Agency, California Highway Patrol, applicable Air Quality Management District, and other regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern Franchise Services or the performance of the Parties’ respective obligations under this Agreement, including any of the foregoing which concern health, safety, fire, mitigation monitoring plans, building codes, zoning, and further including:

### **1. Vehicles:**

- (i) Section 43000 *et seq.* of the California Health and Safety Code with respect to air emissions (smog checks);
- (ii) Section 27456b of the California Vehicle Code with respect to tires;
- (iii) Section 34500 *et seq.* of the California Vehicle Code with respect to documentation through its maintenance log or otherwise of a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code as applicable to each Vehicle, including bi-annual “BIT” inspections conducted by the California Highway Patrol;
- (iv) rules and regulations promulgated under the California Vehicle Code with respect to Vehicle highway lighting, flashing and warning lights, clearance lights, and warning flags;

- (v) rules and regulations of the California Department of Motor Vehicles with respect to Vehicle registration;
- (vi) Vehicle weight limits;
- (vii) the appropriate class of drivers' licenses issued by the California Department of Motor Vehicles;
- (viii) Control Measure for Diesel Particulate Matter from On-Road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicles, 13 CCR § 2020 *et seq.*;
- (ix) 14 CCR §§ 17341, 17342, 17343 and 17344, with respect to equipment construction, safety and parking and identification of operating equipment.

**2. Containers:**

- (i) 14 CCR § 17314 with respect to maintenance and placement of containers;
- (ii) 14 CCR § 17317 with respect to placing identifying name and telephone number on containers.

**3. Labor:**

- (i) drug and alcohol testing;
- (ii) the Occupational Safety and Health Act (29 U.S.C. Section 651 *et seq.*), including the Solid Waste Disposal Facility Criteria promulgated by the U.S. EPA on October 9, 1991 (40 CFR, Parts 257 and 258); and the California Occupational Safety and Health Act (California Labor Code, Division 5, Parts 1-10, Section 6300 *et seq.*), and rules and regulations of California Division of Occupational Safety and Health;
- (iii) the Immigration Reform and Control Act of 1986 (PL.99-603);

**4. Environmental protection:**

- (i) CERCLA;
- (ii) RCRA;
- (iii) Clean Air Act (42 U.S.C. Section 1351 *et seq.*, 42 U.S.C. Section 7401-7642); and the California Clean Air Act (Health & Safety Code Sections 1251 *et seq.* and Health and Safety Code Sections 39000 *et seq.*);
- (iv) California Hazardous Waste Control Act (California Health & Safety Code, Section 25100 *et seq.*);

- (v) California Hazardous Materials Release Response Plan and Inventory Act (California Health & Safety Code, Division 20, Chapter 6.95, Section 25500 *et seq.*);
- (vi) Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*);
- (vii) Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 *et seq.*); and

**5. Miscellaneous:**

- (i) County Lobbyist Ordinance;
- (ii) Civil Rights Act of 1964 (Subchapter VI or Chapter 21 of Title 42);
- (iii) California Integrated Waste Management Act; and
- (iv) Mono County Code.

“**Bear Carts**” means wheeled containers having a capacity of ~~either 35, 64, or 64, 95/96~~ gallons supplied by Franchisee for Collection of Customers’ Solid Waste as required for Residential Customers and Commercial Customers located with a Bear-Resistant Container Requirement Area that provides adequate protection against bears and other wildlife and is certified bear-resistant by the Interagency Grizzly Bear Committee or complies with standards agreed upon by Franchisee and County in one or more addenda to this Agreement.

“**Bins**” means metal containers supplied by Franchisee for Collection of Commercial or Residential Customers’ Solid Waste (also commonly referred to as “dumpsters”).

“**Board**” or “**County Board**” means the Mono County Board of Supervisors.

“**Bulky Waste**” means Solid Waste that cannot be contained within a Residential Customer’s Cart, such as

- (1) furniture (including chairs, sofas, mattresses and rugs);
- (2) appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, small household appliances, and other similar items commonly known as “**white goods**”);
- (3) large Yard Wastes (including wood waste, tree branches, scrap wood); and
- (4) tires.

~~“**Capacity Fee(s)**” means those fees as set forth in Exhibit 7.01b. [Intentionally Deleted]~~

“**Carts**” means wheeled containers having a capacity of either ~~3532~~, 64, or 95/96 gallons supplied by Franchisee for Collection of Customers’ Solid Waste. Carts means only those containers supplied outside of the Bear Resistant Requirement Areas-

“**C&D Waste**” means used or discarded construction materials, packaging, and rubble removed from a premises during the construction or renovation of a structure resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures.

“**CERCLA**” means the Comprehensive Environmental Response, Compensation and Liability Act of 1982 (42 U.S.C. § 9601 *et seq.*).

“**Collect**” or “**Collection**” or other form thereof refers to Solid Waste pickups made by Franchisee as required by and in compliance with the provisions of this Agreement.

“**Commencement Date**” means the later date of execution by the Parties indicated on the execution page of this Agreement.

“**Commercial**” or “**Commercial Premises**” means a premise that is not Residential, including premises where business activity is conducted, including offices, retail sales, services, institutions, wholesale operations, food service, manufacturing and industrial operations, public property, and facilities but excluding businesses conducted upon residential premises that are permitted under applicable zoning regulations and are not the primary use of the property. Commercial Collection Services are described in Section 4.01c(2).

“**Commercial Set-out Site**” is defined in Section 4.01(c)(2)(i).

“**Containers**” means the Carts, Bear Carts, Bins, or Roll-offs from which Franchisee must Collect Solid Waste.

“**Contract Year**” means the calendar year, commencing January 1 and ending December 31.

“**County**” means County of Mono, a political subdivision of the State of California, or any governmental entity which may hereinafter assume waste management obligations of County, including any joint exercise of powers authority or other similar public entity with which County participates or contracts with, established to provide solid waste management services or meet Solid Waste diversion requirements under Applicable Law. For the purposes of Indemnities, “County” also means its officers, employees, agents, franchisees, attorneys, administrators, affiliates, representatives, servants, insurers, heirs, assigns and any successor or successors to County’s interest.

“**County Code**” or “**Code**” means the Mono County Code, including Title 12.

“**County Office Hours**” means 8 a.m. to 5 p.m. on County Working Days.

“**County Payment Obligations**” means monetary amounts due and payable to County, or claims by County for those amounts, including those listed under Sections 13.02 and 14.01, any County

Reimbursement Costs, and any amounts accrued and payable upon termination of the Agreement in accordance with Section 15.01.

“**County Reimbursement Costs**” means Direct Costs incurred by County plus ten percent (10%).

“**County Working Days**” means days on which County administrative offices are open to the public.

“**Customer(s)**” means the generators (including owners, tenants, occupants, and/or persons having the care or control of any premises within County) of Solid Waste to which Franchisee is required to provide Franchise Services.

“**Day**” or “**Days**” means calendar days.

“**Delivery Obligations**” ~~Intentionally Deleted~~ means Franchisee’s obligation to deliver Solid Waste to ~~the a~~ Designated Disposal Facility as set forth in Section 7.01.

“**Designated Disposal Facility**” ~~means the Benton Crossing Landfill, located at 899 Pit Road in Mono County~~ means a disposal site approved by the County.

“**Direct Costs**” are actual costs incurred, including staff, equipment, materials, overhead, and other costs reasonably expended in the performance of an activity, certified by an authorized financial officer of the Party submitting a payment demand therefor.

“**Director**” means the Director of County Department of Public Works or his or her designee.

“**Diversion Facility**” is defined in Section 6.01(a).

“**Divert,**” “**Diverted,**” “**Diversion**” or other form thereof is defined in Section 6.01(a).

“**Diverted Recyclables**” is defined in Section 6.01(a).

“**Event of Default**” means an Event of Default listed in Section 12.10.023(E)(1) of the Mono County Code., or failure by the Franchisee to deliver solid waste to the Designated Disposal Facility, in accordance with Section 7.01 of this Agreement.

~~“**Franchise Fee**” means the fee described in Section 13.02(a).~~

“**Franchise Services**” means all Performance Obligations of Franchisee to Customer under Article 4.

“**Franchise Area**” means the unincorporated area of County of Mono, excluding that portion of County known as “Oasis” and described in Exhibit 4.01a.

“**Franchisee**” means Mammoth Disposal Company and any assignee thereof consented to by County in accordance with Section 17.01. For purposes of Indemnities, Franchisee also means

Franchisee’s employees, officers, agents, subcontractors, and consultants performing or responsible for performing Franchise Services; provided that only signatory Mammoth Disposal Company, a California corporation, is obligated to provide indemnities and those employees, officers, agents, subcontractors, and consultants will not be liable therefor as individuals.

“**Franchisee’s Reimbursement Costs**” means the rate listed on Franchisee’s current fee schedule or, if not listed on the fee schedule, then Franchisee’s Direct Costs plus ten percent (10%).

“**Gate Fee**” or “**Tipping Fee**” means the rate charged upon materials accepted at County-owned Satellite Transfer Stations.

“**Gross Revenues**” means any and all revenue or compensation in any form derived directly or indirectly by Franchisee, its Affiliates, subsidiaries, parents, or any other entity in which Franchisee has a financial interest in collecting, transporting, arranging, handling, and/or disposing of franchised Solid Waste generated in the Franchise Area. Gross Revenues does not include revenue from the sale of Recyclable Materials.

“**Hazardous Waste**” means “hazardous waste” as defined in Section 12.02.020 of the Mono County Code defining Unpermitted Waste.

“**Holidays**” means those days of each year when the Designated Disposal Site is closed, plus any additional days designated by Franchisee as Holidays, with the approval of County.

“**Household Hazardous Waste**” means any Unpermitted Waste generated incidental to owning or maintaining a place of residence, excluding any Unpermitted Waste generated in the course of operation of a business concern at a residence, in accordance with Section 25218.1 of the California Health and Safety Code.

“**Indemnities**” means all defenses and indemnities under this Agreement.

“**Independent Expert**” is the Person selected in accordance with Section 9.01(a).

“**Liabilities**” includes: liabilities, lawsuits, claims, complaints, causes of action, citations, investigations, judgments, demands, clean-up orders, damages (whether in contract or tort), including

- (1) personal injury to or death of, at any time, Franchisee’s employees, Subcontractors, County, or the public;
- (2) property damage of Franchisee, Subcontractors, County, or the public;
- (3) costs and expenses, (including all costs and expenses of litigation, mediation or arbitration, attorneys fees, whether County’s or Franchisee’s staff attorneys or outside attorneys, and court costs);
- (4) losses;



(5) fines;

(6) penalties; and

(7) other detriments of every nature and description whatsoever,

whether under State of California or federal Applicable Law; and **Liabilities** arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

**“Non-Collection Notice”** means either:

- (1) Verbal notice by Franchisee to Customer given within twenty-four (24) hours of the non-collection of Solid Waste from a Customer’s Set-out Site on the Regularly-Scheduled Collection Day notifying the Customer of the reason for the non-collection and notifying the Customer of how the non-collection will be remedied (e.g., the manner in which materials should be prepared by the Customer for collection or the date of rescheduled Collection); or
- (2) if directed by County, a 3-part (no carbon required) form with a cardstock backing (or other form approved by County) left by Franchisee for Customers at the times, in the events and in the manner described in Section 4.04 which contains, at a minimum:
  - a. the date and time it is given;
  - b. the complete address of the premises;
  - c. the reason for the non-collection;
  - d. the name of Franchisee’s employee who prepared the notice;
  - e. the manner in which materials should be prepared for collection; and
  - f. printed in English and Spanish.

Franchisee will leave a hard (cardstock) copy with the Customer, will retain one copy, and will transmit one copy to the Director on the next weekday which is not a Holiday.

**“Notice”** or **“Notify”** or other variation thereof means notice given in accordance with Section 18.01.

**“Office”** or **“Franchisee’s Office”** means the administrative office of Franchisee and identified by Franchisee to County.

**“Office Hours”** or **“Franchisee’s Office Hours”** means 8:00 a.m. to 5:00 p.m., Monday through Friday.

**“Overdue Rate”** means ten percent (10%) per annum.

**“Own”** or **“Ownership”** or other forms thereof means constructive ownership under the provisions of Section 318(a) of the Internal Revenue Code of 1986 (26 U.S.C. Section 318), as in effect on the date here, except that (i) ten percent (10%) is substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) is disregarded. Where the Ownership interest is less than ten percent (10%), that interest is disregarded, and percentage interests is determined on the basis of the percentage of voting interest or value which the Ownership interest represents, whichever is greater.

**“Party”** and **“Parties”** refers to County and the Franchisee, individually and together.

**“Performance Obligations”** means Franchisee’s liabilities and obligations under this Agreement.

**“Permits”** means all federal, State, County, other local, and any other governmental unit permits, orders, licenses, approvals, authorizations, consents, and entitlements that are required under Applicable Law to be obtained or maintained by any Person with respect to Franchise Services.

**“Person”** includes any individual, firm, limited liability company, association, organization, partnership, industry, public or private corporation, trust, joint venture, the United States, the State, a County (excluding Mono County), a municipality, special purpose district, or any other entity whatsoever.

**“Procurement Proceedings”** means any memorandums, meetings, correspondence, telephone calls, field trips, draft documents, and the County Board sessions with respect to the planning, development, drafting negotiation and execution of this Agreement.

**“Prompt,” “Promptly,”** and variations thereof mean as soon as possible, but not less than two (2) days, unless otherwise specified.

**“Quarter”** means any of the 3-month periods identified in Exhibit 10.02a.

**“Quarterly Reports”** means reports described in Section 10.02(a).

**“Records”** are defined in Section 10.01(a).

**“Recyclables”** means materials that have been separated by the generator from the Solid Waste stream prior to disposal or which have been separated from the solid waste stream after disposal for the purpose of creating raw materials from which new products will be made or for the purpose of reusing them as a used or reconstituted product. Recyclables includes Yard Waste.

**“Reasonable Business Efforts”** means those efforts a reasonably prudent business Person would expend under the same or similar circumstances in the exercise of that Person’s business judgment,

intending in good faith to take steps calculated to satisfy the obligation which that Person has undertaken to satisfy.

**“Refuse”** means Solid Waste comprised of rubbish, trash, and garbage.

**“Regularly-Scheduled Collection Day”** means Regularly-Scheduled Residential Collection Day and Regularly-Scheduled Commercial Collection Day.

**“Regularly-Scheduled Commercial Collection Day”** is defined in Section 4.01(c)(2)(iv).

**“Regularly-Scheduled Residential Collection Day”** is defined in Section 4.01(c)(1)(iv).

**“Residential”** means any residential premises in Mono County such as single family, duplex, triplex, mobile home, multi-family, apartment, stock cooperative, and condominium residences in the unincorporated area of Mono County, excluding hotels, motels, and automobile courts, that subscribe to Residential Collection Service. Residential Collection Services are described in Section 4.01(c)(1).

**“Residential Set-out Site”** means the edge of the driveway in front of a Residential Premise or, if there is no accessible driveway, such other location as agreed to between the Residential Customer and Franchisee and specified in the Subscription Order.

**“Roll-offs”** means Containers designed for disposal of Solid Waste loaded onto and discharged from tilt-frame trucks or trailers at the Solid Waste generation site by winch or similar means. Such Containers are also commonly referred to as “debris boxes.”

**“Service Asset Documents”** are defined in Section 14.08(h).

**“Service Assets”** means all property of Franchisee used directly or indirectly in performing Franchise Services, including Vehicles, Containers, maintenance equipment and facilities, administrative equipment, and offices and related supplies.

**“Service Day”** means weekdays and Saturday, other than Holidays.

**“Service Fee(s)”** means those fees charged to Customers by Franchisee for Franchise Services.

**“Set-out Site”** means Residential Set-out Site and Commercial Set-out Site.

**“Solid Waste”** means solid waste defined in Chapter 12.02.020 of the Mono County Code that Franchisee is obligated to Collect pursuant to this Agreement, including Refuse, Bulky Waste, and C&D Waste.

**“Solid Waste Handling Services”** has the meaning defined in Section 12.02.020 of the Mono County Code.

**“Subscription Orders”** are described in Section 4.10.

**“Surcharge”** means the fee described in Section 13.02(a).

**“Suspect Categories”** means race, color, religion, national origin, ancestry, age, physical handicap, medical condition, marital status, sex/gender, or sexual orientation.

**“Term”** is the period beginning on the Commencement Date and ending on the earlier of the expiration of the Agreement in accordance with Section 3.01 or termination of the Agreement in accordance with Article 14.

**“Uncontrollable Circumstance(s)”** means “uncontrollable circumstances” as defined in Section 12.10.023(E)(6) of the Mono County Code.

**“Unpermitted Waste”** is defined in Section 12.02.020 of the Mono County Code.

**“Unpermitted Waste Screening Protocol”** is prescribed in Section 5.06 and contained in Exhibit 5.06.

**“Vehicles”** means all trucks (including trucks providing Residential and Commercial Collection of Solid Waste, Bulky Waste, and litter pickup; and field supervisors’ and administrators’ vehicles), rolling stock and other vehicles used to provide Franchise Services (including Collection as well as repair and maintenance), whether owned or leased by Franchisee.

**“Violate,” “Violates,” or “Violation”** is defined in Section 12.10.023(E)(1)(c) of County Code.

**“Waste Disposal Surcharge”** is a fee added to the per-ton tipping fees charged for waste disposal at waste disposal sites such as landfills, incinerators, and transfer stations.

**“Yard Waste”** is defined in Section 12.02.020 of County Code.

## **EXHIBIT 2.01: FRANCHISEE'S REPRESENTATIONS AND WARRANTIES**

**a. Status.** Franchisee is a corporation duly organized, validly existing and in good standing under the laws of the State of California or the State of Nevada and is qualified to do business in the State of California.

**b. Authority and Authorization.** Franchisee has full legal right, power, and authority to execute and deliver this Agreement and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Franchisee and constitutes a legal, valid and binding obligation of the Franchisee enforceable against the Franchisee in accordance with its terms.

**c. No conflicts.** Neither the execution nor delivery by the Franchisee of this Agreement, the performance by the Franchisee of its Performance Obligations, nor the fulfillment by the Franchisee of the terms and conditions of this Agreement: (i) conflicts with, violates, or results in a breach of any Applicable Law; (ii) conflicts with, violates, or results in a breach of any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority, or any agreement or instrument to which the Franchisee or any of its Affiliates is a party or by which the Franchisee or any of its Affiliates' properties or assets are bound, or constitutes a default thereunder.

**d. No approvals required.** No approval, authorization, license, permit, order, or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency, or instrumentality is required for the valid execution and delivery of this Agreement by the Franchisee, except as has been duly obtained from its Board of Directors or other governing body or Person.

**e. No litigation.** As of the Commencement Date, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality pending or, to the best of the Franchisee's knowledge, threatened, against the Franchisee wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would materially adversely affect the performance by the Franchisee of its Performance Obligations or in connection with the transactions contemplated by this Agreement, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Franchisee in connection with the transactions contemplated by this Agreement.

**f. Due Diligence.** Franchisee has made an independent investigation, examination, and research satisfactory to it of the conditions and circumstances surrounding the Agreement and best and proper method of providing Franchise Services (including Franchise Service types) and labor, equipment, and materials for the volume of Franchise Services to be provided. Franchisee agrees that it will make no claim against County based on any estimates, statements, or interpretations made by any officer, employee, agent, or consultant of County in connection with the procurement of this Agreement that proves to be in any respect erroneous.

g. **Compliance with Applicable Law.** Franchisee has fully complied with all Applicable Law, including without limitation law relating to conflicts of interest, in the course of procuring this Agreement.

**EXHIBIT 4.01a: SERVICE AREA**

[SEE MAP OR LEGAL DESCRIPTION OF THE SERVICE AREA ATTACHED TO THIS EXHIBIT.]



**EXHIBIT 4.01b: BEAR-RESISTANT CONTAINER REQUIREMENT AREA**

This Exhibit depicts the areas for which Bear Carts must be provided to all Residential Customers and for which Commercial Customers must receive bear-resistant containers to the satisfaction of County, as described in Section 4.01(2)(iii).

Bear-Resistant Containers must be provided to all Residential and Commercial Customers located west of 395 or located within 3 miles to the east of 395.

**EXHIBIT 4.05e: CUSTOMER COMPLAINT AND BILLING DISPUTE RESOLUTION  
PROTOCOL**

Franchisee's Customer complaint and billing dispute resolution protocol is attached to this Agreement.

## **EXHIBIT 5.02g: SERVICE ASSET INVENTORY**

Attached to this Exhibit is an inventory of Service Assets, whether new or used, owned or leased by Franchisee, including:

- (1) maintenance yards and facilities; the Office and any other administrative and customer service offices (together with equipment therein),
- (2) Vehicles described by type (i.e., manufacture and model number for cab, chassis and body; and descriptive notation said as front end loader, compactor, etc.), number, DMV license number, the age of the chassis and body; type of body (open-top, closed etc.); type of fuel used; feed and practical or net capacity, including bins or compartments, as applicable; weight; the date of acquisition; the maintenance and rebuilt status; lease or installment purchase information; warranty information;
- (3) Containers described by volume, size, and specifications; and
- (4) computer hardware and software for billing, required record-keeping, inventory, and maintenance and repair records.

## **EXHIBIT 5.06: UNPERMITTED WASTE SCREENING PROTOCOL**

Franchisee will screen all loads of Solid Waste for Unpermitted Waste by causing its drivers to observe, directly or through mirrors or other mechanism(s), the tipping of Containers into Vehicles at the point of Collection. Franchisee will employ direct visual inspection where necessary and appropriate. Franchisee will conduct on-going training of its drivers, mechanics, dispatchers, and other support personnel in Unpermitted Waste recognition and safety procedures, including notification of County as described below. Franchisee will carry in its Vehicles literature developed by County pertaining to the proper handling of Unpermitted Wastes. Such literature will be left by Franchisee with its Customers upon Customer request, upon identification of Unpermitted Waste, or upon request by County. Notwithstanding anything herein to the contrary: (a) Franchisee shall have no obligation to collect any material which is or contains, or which Franchisee reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Franchisee finds what reasonably appears to be discarded Excluded Waste, Franchisee shall promptly notify the County and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Franchisee inadvertently collects or disposes of such Excluded Waste.

Franchisee will additionally comply with the following requirements in handling Unpermitted Waste that is Hazardous Waste:

- (1) Driver will immediately notify its dispatch center (“Dispatch”) and take immediate and appropriate action to contain and isolate said load;
- (2) Dispatch will immediately notify the Franchisee’s field supervisor;
- (3) Dispatch will immediately contact the Environmental Health Division of the Mono County Health Department, or if those offices are closed, County Emergency Communications Center;
- (4) Depending on the amount and identity of the Hazardous Waste involved, Franchisee will at its option either (i) segregate and containerize the Hazardous Waste in preparation for manifesting and transport or (ii) contact a permitted Hazardous Waste transport company to assist therein. Franchisee will ensure that an authorized official of Franchisee is available in person or by telephone at all times to authorize the expenditure of funds, if necessary, for Hazardous Waste cleanup. Franchisee will transport any Hazardous Waste it chooses to transport in accordance with Applicable Law, including but not limited to the following:
  - (i) the regulations of the Department of California Highway Patrol (Title 13, Code of California Regulations or “CCR”);
  - (ii) regulations of the federal Department of Transportation (DOT) (Title 49, Code of Federal Regulations);
  - (iii) regulations of the U.S. Environmental Protection Agency (Title 40, Code of Federal Regulations);

(iv) the regulations of the California Occupational Health and Safety Administration (Title 8, CCR); and

- (v) the regulations of the California Department of Toxic Substances Control (Title 22, CCR).
- (5) No later than the next County Working Day following its occurrence, Franchisee will orally notify the Director of the incident and its status and/or ultimate disposition. Franchisee will provide a written incident report to the Director within fourteen (14) days. The report will include the following: (i) the date and time of the occurrence; (ii) name of driver; (iii) description of hazardous materials; (iv) origin of the hazardous material (if identifiable); (v) observations made and actions taken by Driver and/or Field Supervisor; (vi) the status and/or ultimate disposition of the material; and (vii) any additional relevant comments.

At least once per Contract Year, Franchisee will provide Notice to its Customers indicating the locations where Unpermitted Waste may be delivered for proper management and processing.

Franchisee will make available to County promptly upon request all Records, including plans and/or other documents maintained by Franchisee with respect to Unpermitted Waste in accordance with Applicable Law.

In lieu of compliance with the above Unpermitted Waste Screening Protocol, Franchisee may provide County with a copy of an Unpermitted Waste Screening Protocol it has developed containing procedures in accordance with applicable law for handling Unpermitted Waste that is hazardous waste that is no less stringent than the Protocol set forth in this Exhibit 5.06. Upon approval by the Director, Franchisee's Unpermitted Waste Screening Protocol shall replace the Protocol set forth herein.

**EXHIBIT 7.01b: CAPACITY FEES [Intentionally Deleted]**

Capacity Fees shall be as follows:

~~For loads verified by a weight ticket from County's Walker Transfer Station, County's Bridgeport Transfer Station, or issued by a certified weighmaster from another California or Nevada state certified truck scale satisfactory to the Director, as required by Section 7.01b, Franchisee shall pay County the amount of County's solid waste tipping fee, as established and may be amended by resolution of the County Board of Supervisors.~~

~~As of the Commencement Date of this Agreement, the amount of County's solid waste tipping fee is \$74.00 per ton.~~

## **EXHIBIT 10.01a: RECORDS**

Franchisee will collect, record, and maintain, at a minimum, the information specified in this Exhibit 10.01a, indicating the date and the day of the week of the event reported. Franchisee will provide the following information to County promptly upon written request by County.

1. Tonnage. Franchisee will collect, record, and maintain information regarding the tonnage of:
  - (a) Residential and Commercial Solid Waste;
  - (b) Recyclables;
  - (c) Bulky Waste; and
  - (d) C&D Wastecollected and delivered to the Designated Disposal Facility, including the following information:
  - (a) route numbers;
  - (b) truck numbers;
  - (c) Designated Disposal Facility's certified weight ticket number for each load ~~Intentionally Deleted~~; (d) weight of each load (gross, tare, and net); and
  - (e) source-jurisdiction allocation or ratio.
  
2. Monetary Amounts. Franchisee will collect, record, and maintain information regarding the following:
  - (a) Service Fees – service fees charged to and collected from Customers.
  - (b) Subscription Orders – each Customer's Subscription Order and account service information (Section 4.10).
  - (c) Customer Billing Records – billing records required by Section 4.09, including Customers' special Service requests for on-call pickup of excess and Bulky Waste.
  - (d) Franchisee's Reimbursement Costs – Franchisee's Reimbursement Costs for emergency clean up.
  - (e) Fees payable to County.
    - (i) ~~Financial~~ Records, books, accounts, and warranties corroborating the Franchise Fee Surcharge owed to County in accordance with Section 13.02, including all documentation required by Section 13.02; and
    - (ii) financial records, books, and accounts corroborating any other County Payment Obligations.
  
3. Customer Service. Franchisee will collect, record, and maintain information regarding the following:



- (a) Complaint Records including logged complaints for alleged missed collections; failure to properly replace Containers (Section 4.01(c)(1)(iii) and Section (c)(2)(iii)), failure to clean up litter (Section 4.03(b)), discourtesy (Section 4.03(a)), damaged property, collecting outside permitted hours (Section 4.01(d)(1)), all including time, date, and manner of resolving complaint.
- (b) Requests for Franchise Services, including record of Customers' telephonic, mailed, faxed or e-mailed requests to commence Franchise Services (Section 4.01(c)(1)(i) and Section (c)(2)(i)); discontinue Franchise Services (Section 4.01(c)(1)(ii) and Section (c)(2)(ii)); deliver, repair or replace, or pick up Containers (Section 4.01(e)); change size or number of Containers; or supply locks (Section 4.01(e)); and any failure to timely commence or provide any of those Services.
- (c) Copies of Notices to Customers, including notice of Holiday or changed schedules enclosed in Customers' bills (Section 4.01(d)(2) and Section 4.06) and public education and community relations materials (Section 4.06).

4. Operations. Franchisee will collect, record, and maintain information regarding the following:

- (a) Routing Specifications (Section 5.01).
- (b) Service Asset Inventory (Section 5.02(g)) and Service Asset Documentations (Exhibit 5.02g).
- (c) Compliance with Applicable Law, including copies of all violations, tire invoices and specifications; Vehicle registration, certifications, reports and maintenance logs; drivers' licenses, training records (including Unpermitted Waste identification and handling), and drug and alcohol testing; records showing compliance with Federal Immigration and Control Act of 1986; and approvals, authorizations, and Permits.
- (d) Records of Vehicle inspections, including Vehicles' fire extinguisher service records, and warranty and maintenance recommendations.
- (e) Records of Criminal Activity (Article 12).
- (f) Any documentation with respect to insolvency, bankruptcy or liquidation described in Mono County Code Section 12.10.023(E)(2)(f), including records with respect to Service Assets, such as any seizures, attachments or levies.
- (g) Container maintenance (Section 4.01(e)).

5. Insurance and Other Performance Assurances. Insurance, performance bonds, letter of credit etc. (Article 11).

## **EXHIBIT 10.02a: QUARTERLY REPORTS**

For the purposes of the Quarterly Reports, the term “quarters” is defined as follows: “First Quarter” consists of January, February, and March; “Second Quarter” consists of April, May, and June; “Third Quarter” consists of July, August, and September; and “Fourth Quarter” consists of October, November, and December. In the Quarterly Report, Franchisee will include, at a minimum, the following information:

- (a) Summary of Records. A summary of the Records for events (including Unpermitted Waste spills or other incidents, Customer complaints, Vehicle inspections, Criminal Activity, or other events) during the previous quarter and a copy of Franchisee’s complaint log, including missed pickups, Non-Collection Notices and a description of how each complaint was resolved.
- (b) Certifications. A certification that Franchisee has met its Performance Obligations including Delivery Obligations (Section 7.01) for the quarter or, alternatively, a description of those Performance Obligations and Delivery Obligations not met during the quarter.
- (c) Summary of Education Efforts. A summary of education efforts undertaken in that quarter and copies of all materials distributed to Customers during the Quarter, including community relations materials (Section 4.06(a)(1)) and promotional materials (Section 4.06(a)(3)).
- (d) Diversion Information. Any information necessary to meet the reporting requirements of the Act, including Solid Waste Collection and disposal tonnages, Recyclables collection and processing tonnages, and the origin thereof.
- (e) Operational Report. A discussion of Service or operational problems and resolution thereof or planned therefore, if requested by County.
- (f) Collection Fee Summaries: Fees invoiced and paid, including (i) service fees charged for each type of service; (ii) service fees collected from Customers; and (iii) [Franchise Fees Surcharge](#) paid to County.

Quarterly Reports may be made on Form 10.02a which is attached to this Exhibit.

FORM 10.02a

MONO COUNTY FRANCHISEE QUARTERLY REPORT

Submitted by: \_\_\_\_\_ (Franchisee)

FOR THE YEAR OF 20\_\_

- 1st Quarter (January, February, March) (due by April 3015)
2nd Quarter (April, May, June) (due by July 31015)
3rd Quarter (July, August, September) (due by October 31015)
4th Quarter (October, November, December) (due by January 31015)

Table with 5 main sections: 1. Summary of Records, 2. Certifications, 3. Summary of Education Efforts, 4. Diversion Information, 5. Collection Fee Summaries. Each section includes specific questions and checkboxes for 'None' or 'See Attached'.

## **EXHIBIT 10.02b: ANNUAL REPORTS**

In the Annual Report, Franchisee will include, at a minimum, a collated summary of the information contained in Quarterly Reports, including reconciliation of any adjustments from prior Quarterly Reports, and the following information and statements:

1. **Service Asset Inventory.** A complete inventory of Service Assets in accordance with Article 5.02g.
2. **Financial Status Statement.** A statement by Franchisee's Chief Executive Officer either: (i) that in the prior Contract Year there have been no material changes in Franchisee's financial status or condition; or (ii) describing any material changes in Franchisee's financial status or condition during that Contract Year.
3. **Pending litigation Statement.** A declaration describing the current status of any criminal or civil litigation pending against Franchisee, Franchisee's parent company, or any subsidiaries of the parent company, if any, which relates to Solid Waste handling, collection, recycling, or disposal, including any Criminal Activity defined in Section 12.01a.
4. **Subcontractors.** The names of all Subcontractors, the scope and amount of services or goods Subcontractors provide to Franchisee, and a description of Franchisee's relationships to each Subcontractor (including Ownership interests) (Section 16.09).

Annual Reports may be made on Form 10.02b which is attached to this Exhibit.

**FORM 10.02b**

**MONO COUNTY FRANCHISEE ANNUAL REPORT FOR 20\_\_\_\_\_**

Submitted by: \_\_\_\_\_ (Franchisee)

(Due by February 15)

<p><b>1. Total information contained in Quarterly Reports for the year</b></p>		<input type="checkbox"/> See Attached
<p><b>2. Service Asset Inventory</b></p>		<input type="checkbox"/> See Attached
<p><b>3. Financial Status Statement</b></p>	<p>I represent and warrant, under penalty of perjury, that in the prior Contract Year there have been no material changes in Mammoth Disposal Company (Franchisee) financial status or condition.</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title (CEO or Principal)</p> <p>_____</p> <p>Signature</p>	<p>I represent and warrant, under penalty of perjury, that in the prior Contract Year, those changes to Mammoth Disposal Company (Franchisee) financial status or condition listed on the attached sheet which is labeled “Material Changes to Mammoth Disposal Company’s Financial Status or Condition” have occurred.</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title (CEO or Principal)</p> <p>_____</p> <p>Signature</p>
<p><b>4. Pending Litigation Statement</b></p>	<p>A declaration describing the current status of any criminal or civil litigation pending against Franchisee, Franchisee’s parent company, or any subsidiaries of the parent company which relates to Solid Waste handling, including any Criminal Activity under Section 12.01(a).</p>	<input type="checkbox"/> None <input type="checkbox"/> See Attached
<p><b>5. Subcontractors</b></p>	<p>Names of all Subcontractors, the scope and amount of Franchise Services, other services, or goods Subcontractors provide to franchisee, and a description of Franchisee’s relationships to each Subcontractor (including Ownership interests) (Section 16.09).</p>	<input type="checkbox"/> None <input type="checkbox"/> See Attached

## **EXHIBIT 11.01a: INSURANCE**

1. Workers' Compensation and Employer's Liability. Franchisee will maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Franchisee will maintain Employer's Liability insurance in an amount not less than One Million dollars (\$1,000,000.00) per accident or disease.

The Workers' Compensation policy will contain endorsements in substantially the following form:

- (a) "30 days prior written notice will be given to County in the event of cancellation of this policy. Such notice will be sent to:  
  
Mono County Risk Management  
Post Office Box 696  
Bridgeport, California 93517"
- b. "Insurer waives all right of subrogation against County and its officers and employees for losses arising from work performed for County."

2. General Liability and Automobile Liability. Franchisee will maintain comprehensive Commercial General Liability insurance with a combined single limit of not less than Two Million dollars (\$2,000,000.00) per claim or occurrence and Four Million dollars (\$4,000,000.00) aggregate covering all claims and all legal liability for Personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of Franchisee's performance of, or its failure to perform services under this Agreement.

Franchisee will also maintain Automobile Liability Insurance for each of Franchisee's vehicles used in the performance of this Agreement, including owned, non-owned, leased or hired vehicles, in the minimum amount of One Million dollars (\$1,000,000.00) combined single limit per accident.

The Commercial General Liability and Automobile Liability insurance required by this section will be written on an "occurrence" (or in the case of Automobile Liability, on an "accident" basis), rather than a "claims made" basis, if such coverage is readily obtainable for a commercially reasonable premium. If it is not so obtainable, Franchisee must arrange for an extended reporting period ("tail coverage") to protect County from claims filed within one year after the expiration or termination of this Agreement relating to incidents that occurred prior to such expiration or termination. The policy may not contain a deductible or self-insured retention of more than ten thousand dollars (\$10,000.00) per occurrence without prior written approval of County. The existence of a self-insured retention or deductible will not affect Franchisee's duty to defend and indemnify County under this Agreement as to Claims below the self-insured retention or deductible level.

The Commercial General Liability policy will contain endorsements in substantially the following form:

- a. “30 days prior written notice will be given to County in the event of cancellation of this policy. Such notice will be sent to:

Mono County Risk Management  
Post Office Box 696  
Bridgeport, California 93517”

- b. “The County, its officers, employees, and agents are additional insureds on this policy.”
- c. “This policy will be considered primary insurance as respects any other valid and collectible insurance maintained by County, including any self-insured retention or program of self-insurance, and any other such insurance will be considered excess insurance only.”
- d. “Inclusion of County as an insured will not affect County’s rights as respects any claim, demand, suit or judgment brought or recovered against Franchisee. This policy will protect Franchisee and County in the same manner as though a separate policy had been issued to each, but this will not operate to increase the insurer’s liability as set forth in the policy beyond the amount shown or to which the insurer would have been liable if only one party had been named as an insured.”

3. Pollution Liability. Franchisee will purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount of One Million dollars (\$1,000,000.00) covering liability arising from the sudden and accidental release of pollution in the performance of Franchise Services.

4. Physical Damage. Franchisee will maintain comprehensive (fire, theft and collision) Physical Damage insurance covering the vehicles and the machinery and equipment that is owned by Franchisee and used in providing service to County under this Agreement, with a deductible or self-insured retention of not greater than Fifty Thousand dollars (\$50,000.00). The Physical Damage policy will contain the following endorsements:

- (a) Notice of cancellation, as provided in Exhibit 11.01a(2)(a); and
- (b) Cross liability endorsement, as provided in Exhibit 11.01a(2)(d).

**EXHIBIT 12.01e(2): FRANCHISEE OR ANY OF ITS CONTRACT MANAGERS**

Franchisee Representative identifies the following individuals by name of corporate position as individuals meeting the definition of “Franchisee or any of its Contract Managers.” Upon change in individuals, Franchisee Representative will amend this Exhibit in its next Quarterly Report.

If the Franchisee amends the identification, then the Parties will respectively substitute this amended Exhibit. The dated signature of each Party Representative on such amended form will be deemed evidence that Notice was given in accordance with Section 18.01 and that the new attachment supersedes the prior attachment.

By: \_\_\_\_\_  
Franchisee Representative

Date: \_\_\_\_\_



**EXHIBIT 13.01a: SERVICE FEE FLOORS**

Franchisee will not charge Customers Service Fees that are less than those identified below:

RESIDENTIAL RATES <sup>1</sup>		COMMERCIAL RATES <sup>1</sup>						
CANS, CARTS, VOLUME		BINS			DEBRIS BOXES		COMPACTOR	
Size <sup>2</sup>	“A” <sup>3</sup>	Size <sup>2</sup>	“A” <sup>3</sup>	“B” <sup>3</sup>	Size <sup>2</sup>	“B” <sup>3</sup>	Size <sup>2</sup>	“B” <sup>3</sup>
1 35-gal. Cart	<u>\$18.382</u>	1 cy	<u>\$120.2313</u>	<u>\$27.833</u>	10 cy	<u>\$421.054</u>	10 cy	<u>\$386.934</u>
2 35-gal. Carts	<u>\$24.152</u>	2 cy	<u>\$165.3818</u>	<u>\$38.334</u>	20 cy	<u>\$705.088</u>	20 cy	<u>\$772.288</u>
1 64-gal Cart	<u>\$27.833</u>	3 cy	<u>\$213.1524</u>	<u>\$48.835</u>	30 cy	<u>\$962.851</u>	30 cy	<u>\$1,160.253</u>
2 64-gal Carts	<u>\$38.334</u>	4 cy	<u>\$248.3328</u>	<u>\$57.236</u>	40 cy	<u>\$1,342.435</u>	40 cy	<u>\$1,540.357</u>
1 95-gal. Cart	<u>\$36.754</u>	6 cy	<u>\$322.2836</u>	<u>\$74.038</u>				
2 95-gal. Carts	<u>\$50.935</u>							
1 cubic yard (cy) <sup>4</sup>	<u>\$29.933</u>							
1 Bear Cart	<u>\$43.054</u>							

Notes:

1. Rates may be adjusted annually in accordance with the formula set forth in Section 13.01(c)(1).
2. Sizes are nominal values, not precise volumes. Fees for nominal container volumes that fall in between or higher than those listed will be determined by linear interpolation or extrapolation, respectively, and rounded to the nearest three significant figures.
3. Service fee categories identified above are as follows: “A” = cost per month; “B” = cost per dump.
4. Or approximately equivalent to 6 35-gallon cans/carts.

**EXHIBIT 14.01: COMPENSATORY AND LIQUIDATED DAMAGES**

References in the chart below to “per breach per day” refer to the first occurrence and continuation on successive days. For example, failure to correct a missed pickup would result in liquidated damages on the day of the scheduled pickup and each following day until corrected.

1. Compensatory Damages. ~~Intentionally Deleted~~ If County in its sole discretion chooses not to exercise its right to terminate this Agreement in accordance with Section 14.02 in the event Franchisee fails to deliver Solid Waste to the Designated Disposal Facility in accordance with Section 7.01, then the Franchisee will pay County Reimbursement Cost of enforcing or securing specific performance of Franchisee’s obligations under this Agreement:

~~(a) — County Reimbursement Costs to provide necessary persons for monitoring of Franchisee’s compliance with said delivery requirements, including following Franchisee’s vehicles on Service routes; and~~

~~(b) — The County’s Reimbursement Cost of enforcing or securing specific performance of Franchisee’s delivery obligation; and~~

(c) ~~For each ton of Solid Waste collected by Franchisee that Franchisee delivers to a facility or site other than the Designated Disposal Facility (“Undelivered Tons”), as demonstrated by weigh bills at said other facility or site, reports by any monitoring party, or such other evidence as may be deemed satisfactory by County, the Capacity Fee set forth in Exhibit 7.01b. County may estimate the number of Undelivered Tons based on prior disposal records, Customer lists, or other means.~~

2. Liquidated Damages. The following is a schedule of liquidated damages for additional breaches. Notwithstanding anything to the contrary contained herein, liquidated damage shall not be assessed against Contractor unless County has given Contractor at least ~~ten~~ five (5) days prior written notice of such breach and the opportunity to cure within five (5) days.

DESCRIPTION OF BREACH	DAMAGES
Failure to correct a missed pick-up [Section 4.01(c)(1)(iv) and Section 4.01(c)(2)(iv)].	Up to \$100 per failure per day.
Failure to return emptied container to its proper location [Section 4.01(c)(1)(iii)].	Up to \$100 per failure per day.
Failure to provide Residential Customers with written notice of the availability of cart or can service [Section 4.01(c)(1)(iii)].	Up to \$100 per failure per day.
Failure to commence or discontinue Franchise Services [Section 4.01(c)(1)(i) and Section 4.01(c)(2)(i)]; or to deliver, repair or replace, or pick up Containers [Section 4.01(c)(1)(iii) and Section 4.01(c)(2)(iii)]; change size or number of Containers [Section 4.01(e)]; supply locks [Section 4.01(e)], or clean, paint, and maintain Containers [Section 4.01(e)].	Up to \$100 per failure per day.
Failure to comply with authorized collection hours [Section 4.01(d)].	Up to \$100 per failure per day.
Failure to provide any Customer with timely notice of change in Collection schedule [Section 4.01(d)].	Up to \$100 per failure.

<b>DESCRIPTION OF BREACH</b>	<b>DAMAGES</b>
Discourteous behavior by Franchisee's employees reported by or complained of by customers to Franchisee or County [Section 4.03(a)].	Up to \$100 per incident.
Failure to compensate, repair or replace damaged pavements, utilities and/or customer property caused by Franchisee or its personnel [Section 4.03(d)].	Up to \$250 per failure.
Failure to clean up spillage or litter caused by Franchisee [Section 4.03(b) and (c)]. Failure to properly cover materials in Collection Vehicles [Section 4.03(c)] or to maintain or identify Vehicles [Section 5.02].	Up to \$100 per failure per location.
Failure to maintain a toll-free telephone number or required office hours [Section 4.05(a)].	Up to \$100 per failure per day.
Failure to timely respond and resolve each complaint in accordance with the complaint resolution protocol [Section 4.05(e)].	Up to \$250 per failure.
Failure to record a complaint [Section 4.05(d) and Section 10.01]. Failure to provide County access to records of complaints or to provide copies of complaint logs in Quarterly Reports [Section 4.05(d) and Section 10.02].	Up to \$250 per failure.
Failure to timely submit general Customer correspondence and promotional materials, news releases, public education or community relations materials to County for County review [Section 4.06].	Up to \$100 per occurrence and additionally up to \$100 per day for each day prior to retraction or correction of misinformation.
Failure to provide Customers with a written Subscription Order [Section 4.10].	Up to \$100 per failure per day.
Failure to meet with County [Section 5.07]. Failure to return County phone calls, e-mails, or other correspondence from County [Section 8.07].	Up to \$100 per failure per day.
Failure to maintain or timely submit complete Reports and/or documents to County (such as Quarterly and Annual Reports [Section 10.02], Financial Reports [Section 10.03], Route Maps and Route Changes [Section 5.01(a) and (b)], Service Asset Inventory [Section 5.02(g)], Contingency Plan [Section 5.05], Hazardous Waste Screening Protocol [Section 5.06], or Insurance certificates or policies [Article 11].)	Up to \$100 per failure or per day that a Report or document is late.
Failure to perform any other Performance Obligation set forth in this Agreement.	Up to \$100 per failure per day.

EXHIBIT 16.09: COUNTY-APPROVED SUBCONTRACTORS



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: Public Works - Solid Waste**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Justin Nalder, Solid Waste  
Superintendent

**SUBJECT** Solid Waste Franchise Agreement -  
D&S Waste Removal Inc.

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed Primary Franchise Agreement with D&S Waste Removal Inc. for collection of solid waste from residential and commercial customers in Unincorporated Mono County.

**RECOMMENDED ACTION:**

Approve, and authorize Interim County Administrative Officer to sign, contract with D&S Waste Removal Inc. for collection of solid waste from residential and commercial customers in Unincorporated Mono County for the period July 1, 2023, through June 31, 2033 with any minor modifications as reviewed and approved by County Counsel.

**FISCAL IMPACT:**

Continued annual revenue of approximately \$60,000.

**CONTACT NAME:** Justin Nalder

**PHONE/EMAIL:** 17609325453 / jnalder@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">D&amp;S Contract</a>
<a href="#">D&amp;S Contract - Redline</a>

**History**

Time

Who

Approval

6/14/2023 12:10 PM	County Counsel	Yes
6/12/2023 4:28 PM	Finance	Yes
6/15/2023 8:40 AM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • FAX 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** June 20, 2023  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Justin Nalder, Solid Waste Superintendent  
**Subject:** Solid Waste Franchise Agreement with D&S Waste Removal, Inc. and Mammoth Disposal

## Recommended Action:

1. Approve and sign Primary Franchise Agreement Amendment Between the County of Mono and D&S Waste Removal, Inc. for Collection of Solid Waste from Residential and Commercial Customers in Unincorporated Mono County.
2. Approve and sign Primary Franchise Agreement Amendment Between the County of Mono and Mammoth Disposal for Collection of Solid Waste from Residential and Commercial Customers in Unincorporated Mono County.

## Discussion:

D&S Waste Removal, Inc., and Mammoth Disposal are existing franchisees and providers of solid waste handling services within the unincorporated area of Mono County (the County). Both entities have developed customer relationships and experience which has enabled them to provide quality services throughout the region. These services provided are currently outside of the capacity of the County to conduct with in-house resources. Nevertheless, the County is required to provide solid waste handling services to its citizens under the provisions of the California Integrated Waste Management Act, which is under the California Public Resources Code at Section 4000, *et seq.*, including source reduction, recycling, composting and the collection, transfer and disposal of solid waste within the unincorporated County area. It is to the County's benefit that these services continue to be provided by D&S Waste Removal, Inc. and Mammoth Disposal through Franchise Agreements.

Currently, both franchisees are contracted with the County through June 30, 2023. The term of this Agreement would be applicable through December 31, 2033. The extended term matches the other waste service contracts and allows for steady financial projections. A tonnage surcharge is incorporated at a rate of \$28/ton for all municipal solid waste (MSW) and construction and demolition waste (C&D) collected for disposal which does not get landfilled at or transferred through one of the County's waste facilities.

Franchise haulers may designate a disposal facility by notifying the County in writing, and obtaining approval by the County. A majority of waste collected curbside will be hauled out-of-County. The Franchise Agreement sets forth an avenue by which the haulers can request a modification to the Service Fee Floor Rates which may be influenced by annual changes to the Consumer Price Index, the Producer Price Index and Tipping Fees.

The Franchise Agreements no longer include recycling requirements as the terms contained are specific to *waste haulers*. Recycling will be bid and contracted separately. Additionally, there is new

language included which allows for evaluation and implementation of a Bear Resistant Container Requirement Area.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,



Justin Nalder  
Solid Waste Superintendent

Attachments: Primary Franchise Agreement and Amendment Between the County of Mono and D&S Waste Removal, Inc., for the Collection of Solid Waste from Residential and Commercial Customers in Unincorporated Mono County  
Primary Franchise Agreement and Amendment Between the County of Mono and Mammoth Disposal Company, for the Collection of Solid Waste from Residential and Commercial Customers in Unincorporated Mono County



**PRIMARY FRANCHISE AGREEMENT**

**BETWEEN COUNTY OF MONO**

**AND**

**D & S WASTE REMOVAL, INC.**

**FOR COLLECTION OF SOLID WASTE**

**FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS**

**IN UNINCORPORATED MONO COUNTY**

**JULY 2023**

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This Agreement (“**Agreement**”) is made and entered into by and between County of Mono, a political subdivision of the State of California (the “**County**”), and D & S Waste Removal, Inc., a Nevada corporation operating primarily out of Yerington, Nevada (the “**Franchisee**”), on the later date of execution by the Parties indicated on the execution page of this Agreement. Hereinafter, the Parties may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

## RECITALS

1. County is responsible for protection of public health and the environment. County is not only authorized but is required to provide solid waste handling services to its citizens under the provisions of the California Integrated Waste Management Act (the “**Act**”), which is set forth in the California Public Resources Code at Section 40000 *et seq.*, including source reduction, recycling, composting, and the collection, transfer and disposal of solid waste within the unincorporated County area.

2. County is liable for its solid waste. County, not any waste hauler, is liable to the State under the Act for any fines up to \$10,000 per day levied for noncompliance with the Act. Local public agencies like County have also generally been held liable under federal Superfund laws for the costs of cleaning up Hazardous and Unpermitted Waste sites that accepted solid waste generated within the jurisdiction of the local public agency. Therefore, County is prudent to provide for terms and conditions of its solid waste processing and disposal in accordance with this Agreement.

3. To recover costs associated with County’s management of the franchise, it is necessary to require Franchisee to pay certain sums, embodied in a Surcharge per ton of waste collected in unincorporated Mono County that is not otherwise subject to a Gate Fee. .

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, guaranties, and conditions contained in this Agreement and for other good and valuable consideration, the Parties hereby agree as follows:

## **ARTICLE 1. DEFINITIONS AND CONTRACT INTERPRETATION**

### **1.01 Definitions.**

In this Agreement words have the meanings defined in Exhibit 1.01, which controls in the event of any conflict with the definitions used in the preamble and recitals above.

### **1.02 Interpretation and Construction.**

**a. Gender and Plurality.** Words of the masculine gender include correlative words of the feminine and neuter genders, and vice versa. Words importing the singular number include the plural number, and vice versa, unless the context demands otherwise.

**b. Headings, Font.** Any captions or headings following the Article, Exhibit, Section, subsection, and paragraph numbers and preceding the operative text of this Agreement are for convenience of reference only and do not control or affect the scope, intent, meaning, construction, interpretation or effect of this Agreement. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and contract administration only and does not imply relative importance or unimportance of any provision of this Agreement.

**c. References to Parts.** References to Sections and Articles refer to Sections and Articles of this Agreement, unless specified otherwise. References to Exhibits refer to Exhibits attached to this Agreement. Reference to “subsections” refers to the subsection contained in the same Section in which the reference occurs, unless otherwise provided.

**d. Examples.** Examples are for purpose of illustration only. If any example is ambiguous or is inconsistent or conflicts with the text that it illustrates, then the text shall govern.

**e. Specifics No Limitation on Generalities.** The mention of any specific duty or liability imposed upon the Franchisee may not be construed as a limitation or restriction of any general liability or duty imposed upon the Franchisee by this Agreement or Applicable Law.

**f. Exhibits.** The Exhibits to this Agreement are part of this Agreement to the same extent and effect as if included in the text of Articles 1 through 19.

### **1.03 Integration.**

This Agreement contains the entire agreement between the Parties with respect to the rights and responsibilities of the Parties under this Agreement, including the enforcement and administration of this Agreement. This Agreement completely and fully supersedes all prior agreements and understandings between the Parties with respect to their rights and responsibilities, including those contained in Procurement Proceedings.



#### **1.04 Severability.**

**a. Substitute Provision.** If any clause, sentence, provision, subsection, Section or Article of this Agreement (an “**Agreement Provision**”) is ruled unconstitutional, illegal, invalid, non-binding, or unenforceable by any court of competent jurisdiction, then the Parties will:

- (1) promptly meet and negotiate a substitute for the Agreement Provision and any related amendments, deletions, or additions to other provisions of this Agreement that together effect the Parties’ original intent to the greatest extent allowable under Applicable Law; and
- (2) if necessary or desirable to accomplish the purpose of Subsection (a)(1), apply to the court that declared that invalidity for a judicial construction of the substituted Agreement Provision and any amendments, deletions, or additions to this Agreement.

Franchisee will pay County half of the actual costs of any application within twenty (20) days of certified receipt of County’s request.

**b. Remaining Provisions.** Except as provided in Subsection (c), the unconstitutionality, illegality, invalidity, non-binding nature, or unenforceability of any Agreement Provision will not affect any of the remaining provisions of this Agreement.

#### **1.05 Interpretation.**

This Agreement must be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting. Franchisee acknowledges that it determined to participate in the procurement of this Agreement upon its own choice and initiative and during the course of that procurement County met and conferred with Franchisee and solicited Franchisee’s comments, exceptions, and proposals with respect to provisions in the Agreement. The Parties have negotiated this Agreement at arms length and with

advice of their respective attorneys, and no provision herein is construed against County solely because it prepared this Agreement in its executed form.

## **1.06 Timely Performance**

### **a. Specified Days on Weekdays.**

- (1) **Performance.** Where this Agreement requires that an obligation be performed within a specified number of days, if the last day falls on a weekend or holiday, the obligated Party may perform that obligation on the next weekday following the weekend or holiday. *For example, if Franchisee must provide documentation to County within 2 days of County request on a Friday, Franchisee must give County the documentation by the following Monday.*
- (2) **Counting.** Each calendar day is counted when determining the last day of the specified number of days. *For example, if Franchisee must provide documentation to County within one week of County's request on a Friday, Franchisee must give County the documentation by the next Friday.*

**b. Specified Hours on Any Day.** Where this Agreement requires that an obligation be performed at a specified time, in any of the following events the obligated Party must perform that obligation within the specified time, *even if* the time for performance falls on a weekend or holiday:

- (1) the specified time is measured in hours;
- (2) County specifies the time (*for example, on a Saturday even though performance would otherwise occur on Monday*); or
- (3) County determines that there is a threat to public health or safety.

## **ARTICLE 2. FRANCHISEE'S REPRESENTATIONS AND WARRANTIES**

### **2.01 Franchisee.**

Franchisee represents and warrants as contained in Exhibit 2.01.

## **ARTICLE 3. TERM OF AGREEMENT**

### **3.01 Term.**

**a. Term.** The Term of the Agreement commences on the Commencement Date and expires on December 31, 2033, unless terminated earlier in accordance with Section 14.02(a)(1).

**b. Optional County Extension Right.** County may in its sole discretion extend the Term for up to two (2) additional years commencing on the expiration date provided in Subsection (a) by Notice to Franchisee no later than (i) September 30, 2033 or (ii) another date agreed to by the Parties.

### **3.02 Survival of Certain Provisions.**

The following provisions shall survive the Term:

- (1) all representations and warranties;
- (2) all Indemnities;
- (3) obligations to pay any County Payment Obligations;
- (4) obligations to submit Records and reports, including the final Annual Report; and
- (5) any other rights and obligations of the Parties stated to survive the Term.

## **ARTICLE 4. COLLECTION**

### **4.01 Scope of Basic Franchise Services.**

**a. Service Area and Exclusive Franchised Services.** County grants Franchisee the franchise, right, and privilege to offer to provide Franchise Services to Customers within the Franchise Area, so long as Franchisee is at all times ready, willing, and able to provide Franchise Services and is fully and timely satisfying its Performance Obligations. Franchisee accepts that franchise, right, and privilege in accordance with this Agreement.

**b. Limitations on Right to Provide Franchise Services.** Franchisee's franchise, right, and privilege to provide Franchise Services is limited. Pursuant to the Mono County Code, County may authorize up to one other Person, in addition to Franchisee, to provide Solid Waste services substantially similar to Franchise Services within the Franchise Area. Additionally, Persons, including both the owners or occupants of premises and persons performing services at premises, may themselves transport and dispose of Solid Waste and C&D Waste that they generate in the use and occupancy of those premises or as a by-product of services performed at those premises themselves. For example, landscapers, gardeners, or construction contractors or demolition contractors may collect and transport Yard Waste and C&D Waste they generate in the course of performing their services in dump trucks, end dumps, flatbed trucks, or similar vehicles. Also, owners and occupants of a premises may transport and dispose of Solid Waste that they generate on their own premises. This Section 4.01(b) does not authorize owners or occupants of premises or persons performing services at premises to hire a third party (other than a Franchisee) to transport and dispose of such Solid Waste.

County may contract with Franchisee or with Persons other than Franchisee for Unpermitted Waste collection, transportation, disposal, processing and/or diversion services.

**c. Regularly-Scheduled Franchise Services.**

**1. Residential Solid Waste.**

(i) **Collection.** Franchisee will continue to collect all Solid Waste set out by Persons who are existing customers of Franchisee as of the Commencement Date at the Residential Set-out Site of Residential premises located within the Franchise Area. Franchisee will commence collecting all Solid Waste set out at the Residential Set-out Site of Residential premises located in the Franchise Area within seven (7) days of any Person's request for Collection Service at that premise.

(ii) **Cancellation of Services.** Upon oral or written direction of any existing or new Residential Customer, Franchisee will cease providing Franchise Service immediately or at any other time specified by that Person, without penalty, and refund any pre-paid Service Fees in accordance with Section 4.09(b). Franchisee will notify Customers of cancellation rights, as required by Section 4.10.

(iii) **Containers.** Franchisee will provide all Residential Customers located within the Franchise Area with one (1) or more Carts for the deposit of Solid Waste or Recyclables having nominal capacities of either 35, 64, or 95/96 gallons ("**Residential Containers**") or, at Customer's request, with a Bin. Franchisee must provide Residential Containers that are clean, water tight, constructed of a material of suitable strength and durability (such as heavy plastic), bear resistant to the satisfaction of County, and tight sealed. For Residential Customers located within the Bear-Resistant Container Requirement Area, as defined and depicted in Exhibit 4.01b, containers that provide adequate protection against bears (i.e. certified bear-resistant by the Interagency Grizzly Bear Committee and other wildlife ("**Bear Carts**") must be supplied to the Residential Customer. Compliance with the provision of Bear Carts to Residential Customers may only be required by County after two (2) years and after Franchisee and County have entered into a subsequent addendum to this Agreement that details how the costs of compliance with the requirement in this Subsection (c)(2)(iii) shall be passed on to Customers or will be shared with County. Franchisee will return Residential Containers to the Set-out Site after Collection upright, with can lids properly secured. Franchisee will ensure that any Bins that it provides to Residential Customers will comply with all of the requirements applicable to Commercial Containers set forth in Subsection (c)(2)(iii), Subsection (e)(3), and Subsection (e)(4).

Within one month of the Commencement Date and every twelve (12) months thereafter, Franchisee will notify all Residential Customers subscribing to Bins that they can subscribe to Carts or Bear Carts as may be required by Residential Customer location. The notice must include a description of Cart service and list the applicable Service Fees. Franchisee will provide County with a draft of the notice for review and approval at least fifteen (15) days prior to its mailing or delivery of such notice to Residential Customers.

(iv) **Frequency.** Franchisee will Collect all Solid Waste set out at the Residential Set-out Site each week, on the same day ("**Regularly-Scheduled Residential Collection Day**"). If Franchisee is unable, for any reason, to Collect all Solid Waste from a Customer on the

Regularly-Scheduled Residential Collection Day, then it will Collect that Solid Waste

- (1) on the next Service Day; or
- (2) on such other day arranged with the Customer, but in no event later than 72 hours after the time of the missed pick-up and will provide the Customer with a verbal or written Non-Collection Notice.

## 2. Commercial Solid Waste.

(i) **Collection.** Franchisee will continue to collect all Solid Waste placed in Carts, debris boxes, Roll-Offs (“**Commercial Containers**”) or other Containers by existing Commercial Customers of Franchisee at the location agreed to between Franchisee and the Customer (“**Commercial Set-out Site**”). Franchisee will commence collecting all Solid Waste placed in Commercial Containers at the Commercial Set-out Site by Persons located within the Franchise Area within seven (7) days of that Person’s request for Collection Service at that premise.

(ii) **Cancellation of Franchise Services.** Upon oral or written direction of any existing or new Commercial Customer, Franchisee will cease providing Franchise Service immediately or at any other time specified by that Customer, without penalty, and refund any pre-paid Service Fees in accordance with Section 4.09(b). Franchisee will notify Customers of cancellation rights, as required by Section 4.10.

(iii) **Containers.** Franchisee will provide all Commercial Customers with Containers of the type ordered by the Commercial Customer or with the type as required by the Commercial Customer location. For all Commercial Customers located within a Bear Resistant Container Requirement Area, as defined and depicted in Exhibit 4.01b, Franchisee must provide Commercial Containers that meet standards to adequately provide bear-resistant solid waste storage, as shall be defined and agreed to by addenda to this agreement executed by both Franchisee and County. Compliance with the provision of Bear Carts to Commercial Customers may only be required by County after two (2) years and after Franchisee and County have entered into a subsequent addendum to this Agreement that details how the costs of compliance with the requirement in this Subsection (c)(2)(iii) shall be passed on to Customers or will be shared with County. Franchisee will clean and maintain all Commercial Containers and keep them in a sanitary condition, free from putrescible residue, and in a manner so as not to promote the harborage, or attraction of vectors or birds, or the creation of nuisances in accordance with all requirements for solid waste in the Mono County Code. Franchisee will clean and maintain Containers in accordance with Subsection (e)(3) and Subsection (e)(4). Franchisee will provide Commercial Containers that:

- (1) are durable;
- (2) are constructed from structural steel plate with all welded seams;
- (3) are leak-proof;
- (4) are equipped with a noncombustible latching lid, uniformly colored, approved by County as providing adequate protection against fire hazard, rodents, and bears; and
- (5) display Franchisee’s name and telephone number in legible lettering no less than two inches (2”) in height as well as language warning against illegal dumping, Unpermitted Waste (including Hazardous Waste) or special waste disposal, as approved by County, and instructions for use.

At the time of Customer request for Franchise Service, Franchisee will provide written notice to each Commercial Customer utilizing Bin service of the types of wastes which require special handling and may not be discarded in the debris box and informing the Customer of the proper methods for disposing of such wastes. Franchisee will submit this notice to County for approval prior to distribution.

(iv) **Frequency.** Franchisee will Collect Solid Waste set out at the Commercial Set-out Site at least once each week, or more frequently as directed by the Commercial Customer, on the day or days written in the Customer's Subscription Order ("**Regularly-Scheduled Commercial Collection Day**") or on such other day as mutually agreed to by Commercial Customer and Franchisee. If Franchisee is unable, for any reason, to Collect Solid Waste from a Customer on the Regularly-Scheduled Commercial Collection Day or other day agreed to by Customer, then it will Collect that Solid Waste

- (1) on the next Service Day following the date of the missed pick up; or
- (2) other day arranged with the Customer, but in no event later than 72 hours after the time of the missed pick-up and will provide the Customer with a verbal or written Non-Collection Notice.

3. **Cleaning Bins.** Franchisee will steam clean and paint, or replace, Commercial Containers as needed, or upon request of County, for Customers that generate large amounts of putrescible Solid Wastes, including Residential premises, restaurants, grocery stores, cafeterias, and other Containers as directed by County. Franchisee will steam clean and paint all Commercial Containers prior to providing them to the Customer, whether as new Franchise Service subscription or replacement Container for existing Franchise Service. Franchisee will remove graffiti from Containers within 14 days of identification by Franchisee or oral or written notice by County or Customer. Franchisee will remove graffiti comprised of pictures or verbal obscenities within 48 hours (weekends excepted). Promptly upon County's request, Franchisee will give County a list of dates that Franchisee cleaned, painted, or otherwise repaired Containers.

d. **C&D Waste.** Upon request by any Person, Franchisee will collect C&D Waste which is containerized in debris boxes, roll-offs, or other similar containers and is subject to the Franchise



requirements of Section 12.10.020 of the Mono County Code for a price and at a time which are mutually agreed-upon by Franchisee and Person.

#### **4.02 Pickup of Excess and Bulky Waste.**

Upon request of a Residential or Commercial Customer, Franchisee will Collect excess Solid Waste or Bulky Waste at the Residential or Commercial Set-out Site on that Customer's next Regularly-Scheduled Collection Day or other date agreed to between the Customer and Franchisee for a price that is mutually agreed to by Franchisee and Customer. Upon request of a Person who does not receive regular Commercial or Residential Collection from Franchisee, Franchisee will collect Bulky Waste or excess Solid Waste at a location and time and for a price that are mutually agreed to by that Person and Franchisee.

#### **4.03 Service Standards.**

**a. General.** Franchisee will perform all Franchise Services in a prompt, thorough, comprehensive, reliable, courteous, and professional manner so that Customers receive high-quality service at all times. Franchisee must perform Franchise Services regardless of weather conditions and regardless of difficulty of collection, subject to the exceptions set forth in Section 4.04. More detailed specifications for particular aspects of Franchise Services enumerated elsewhere in this Agreement do not relieve Franchisee of its duty and obligation to accomplish all other aspects of Franchise Services in the manner provided in this subsection.

**b. Litter.** Franchisee will clean up litter caused by Franchisee's employees. Franchisee will also clean up all litter within a 10-foot diameter of the Residential Set-out Site when Collecting any Bulky Waste and excess Solid Waste in accordance with Section 4.02. Franchisee will ensure that each Collection Vehicle carries a broom, rake, and shovel at all times for this purpose.

#### **c. Spills and Leaks.**

**1. Solid Waste Spills.** Franchisee will transport Solid Waste only in covered vehicles as required by Section 12.10.050 of the Mono County Code. Franchisee will prevent Solid Waste from escaping, dropping, spilling, blowing, or scattering from Vehicles during Collection and transportation, as further required by Section 12.10.040 of the Mono County Code. Franchisee will not transfer loads from one vehicle to another on any public street, unless necessitated by mechanical failure or accidental damage to a vehicle, or unless otherwise approved by the Director. Franchisee will immediately clean up any Solid Waste that is dropped, blown, spilled, scattered, or leaked from any Vehicle and/or tracked by any Vehicle onto any alley, street, or public place.

**2. Liquid Leaks.** During Collection and transportation, Franchisee will also prevent oil, hydraulic fluid, paint, or other liquid from leaking out of Vehicles. Franchisee will ensure that each Collection Vehicle carries petroleum-absorbent materials. Franchisee will immediately cover

leaked fluids with absorptive materials, remove those materials from the ground, and apply a cleaning agent to cleanse the soiled spot.

**3. Reimbursement.** If Franchisee fails to clean up Solid Waste or leaked liquids within two (2) hours' telephonic or other notice by County, then County may clean up or cause to be cleaned up the Solid Waste or leaked liquids and Franchisee will reimburse County for County's Reimbursement Costs thereof. Franchisee is responsible for paying any fines, civil penalties, or other charges that may be assessed for improperly covering loads or leaking liquids.

**d. Pavement and Utilities.** Franchisee is responsible for damage to pavement and driving surfaces whether Containers are located on public or private property, other than ordinary wear and tear, if the damage is the result of vehicles exceeding the maximum weight limits allowed by Applicable Law or Franchisee's negligent operation of vehicles, *unless* with respect to private property, Customer has executed a damage waiver or indemnity on that Customer's Subscription Order.

Franchisee is responsible for damage to public and private utilities, whether located on public streets or property or private property, if damage is the result of the inattention, carelessness or negligence of Franchisee.

County or the Customer may direct Franchisee to promptly repair or replace damaged driving surfaces or utilities or repair and replace them itself or through a third party, to the satisfaction of the Customer or County, as the case may be. Franchisee will reimburse the Customer for his or her Direct Costs of repair or replacement and County for County Reimbursement Costs of repair or replacement.

#### **4.04 Service Exceptions.**

**a. Excess Weight.** Franchisee is not required to collect a Cart weighing in excess of the manufacturer's recommended weight, as evidenced by warranties or other documentation acceptable to County. Franchisee will provide Customers with weight limitations on the Customer Subscription Order, marked on the Cart, or through some other written means.

**b. Unsafe Condition at Set-out Site.** If Franchisee determines that any condition at or near any Set-out Site presents a health or safety threat to Franchisee's employees or equipment, then Franchisee will attempt to personally provide the Customer whose Set-out Site presents the threat notice of the danger thereof. If Franchisee cannot personally provide Customer with notice, then prior to leaving Customer's premises Franchisee will provide the Customer with a Non-Collection Notice, describing the threat, and danger. Franchisee may discontinue collection for that Set-out Site until the safety hazard is eliminated.

**c. Hazardous Waste or Unsafe Materials.** If Franchisee determines that Containers contain Hazardous Waste (other than Household Hazardous Waste not discovered and identified by Franchisee acting in accordance with its Hazardous Waste Screening Protocol) or other materials that may present a health or safety threat to Franchisee's employees, the public, or to

Franchisee's equipment, then Franchisee may refuse to Collect that Container. Franchisee will attempt to personally provide the Customer whose Container contains Hazardous Waste or unsafe material with written information about their proper disposal. If Franchisee cannot personally provide Customer with information, then prior to leaving Customer's premises it will provide the Customer with a Non-Collection Notice. Franchisee will follow the procedures outlined in the Unpermitted Waste Screening Protocol, as it applies to Hazardous Waste, including providing notice to County Health Department and to the Director.

**d. Customer Delinquency or Nonpayment.** In accordance with Section 12.10.070 of the Mono County Code, Franchisee is not obligated to provide Franchise Services to any Customer who is habitually delinquent in the payment of fees for Franchise Services or who fails or refuses to pay fees for Franchise Services; *provided that*

- (1) Franchisee develops a written policy for addressing nonpayment or delinquency by its Customers that is approved in writing by County; and
- (2) Franchisee terminates or suspends that Customer's Franchise Services in accordance with the approved policy.

**e. Misplaced Solid Waste.** If Franchisee determines that a Customer has discarded materials into a Container not marked for such materials (i.e. – materials other than Recyclables in a Container marked "Recyclables", or materials other than Yard Waste in a Container marked "Yard Waste"), then Franchisee may refuse to Collect that Container. Prior to leaving Customer's premises, Franchisee will provide the Customer with a Non-Collection Notice, describing the proper materials to be placed in each Container. If Franchisee refuses pursuant to this Subsection (e) to Collect Solid Waste on a Regularly-Scheduled Collection Day or another day agreed to by Customer, then Franchisee shall return to that Set-out Site and attempt to Collect that Solid Waste in accordance with Section 4.01(c)(1)(iv) or Section 4.01(c)(2)(iv), as the case may be.

**f. Exposure to Liability for Property Damage.** If Franchisee determines that entering onto the property of a Customer will expose Franchisee to liability for damage to pavement or utilities, then Franchisee may refuse to Collect that Container. Franchisee will provide the Customer with a Non-Collection Notice, describing the risk. If Franchisee refuses pursuant to this Subsection (f) to Collect Solid Waste on a Regularly-Scheduled Collection Day or another day agreed to by Customer, then Franchisee shall return to that Set-out Site and attempt to Collect that Solid Waste in accordance with Section 4.01(c)(1)(iv) or Section 4.01(c)(2)(iv), as the case may be. Franchisee may discontinue collection for that Residential Set-out Site or Commercial Premise until the Container is placed at a location accessible by Franchisee without liability for damage to property.

**g. Inaccessibility of Bin.** If Franchisee is unable to Collect a Container due to inaccessibility to such Container, then Franchisee will provide the Customer with a Non-Collection Notice, describing the inaccessibility. If Franchisee refuses pursuant to this Subsection (g) to Collect Solid Waste on a Regularly-Scheduled Collection Day or another day agreed to by Customer, then Franchisee shall return to that Set-out Site and attempt to Collect that Solid Waste in accordance with Section 4.01(c)(1)(iv) or Section 4.01(c)(2)(iv), as the case may be.

#### **4.05 Customer Service.**

Franchisee acknowledges that County determined to procure and enter into this Agreement with Franchisee, among other reasons, in order to provide improved Customer service, relations, and satisfaction.

**a. Phone Number.** Franchisee will maintain a toll-free telephone number at least during Office Hours and, if Franchisee provides Residential Collection on Saturday, from 8:00 a.m. to noon on Saturdays (collectively “**Phone Hours**”). Franchisee will list the telephone number under Franchisee’s name in County telephone directories (white pages and yellow pages). Franchisee will provide an answering machine or answering service to take reports of missed pick-ups and other complaints that are received outside of Phone Hours.

**b. Emergency Number.** Franchisee will also maintain an emergency telephone number disclosed to County for use outside Phone Hours. Franchisee will make a representative in a position of authority available at the emergency number outside Phone Hours who will return any emergency call as soon as possible, and in any event within one hour.

**c. Field Supervisor.** Franchisee will provide one qualified individual as on-site supervisor of field operations who shall, at a minimum, be responsible for: (i) checking collection operations; (ii) coordinating improvements to Franchise Service; (iii) resolving field problems; and (iv) responding to complaints of Customers in person or by telephone. Franchisee will fully authorize that supervisor to resolve Customer disputes and handle all aspects of Customer service. Franchisee will provide the name and contact information for that supervisor to County upon or prior to the Commencement Date.

**d. Complaint Records.** Franchisee will enter into a daily log all complaints, including date, time, complainant’s name and address if the complainant is willing to give this information, and the nature, date, and manner of complaint resolution. Franchisee will include copies of daily complaint logs in each Quarterly Report furnished to the Director.

**e. Dispute Resolution Protocol.** Franchisee will comply with the Customer Complaint and Billing Dispute Resolution Protocol which is contained in Exhibit 4.05(e).

#### **4.06 Public Education and Community Relations.**

##### **a. Distribution of Materials.**

**1. Community Relations Materials.** County may, twice each Contract Year, prepare community relations materials for distribution to Franchisee’s Customers as determined by County to be necessary, in order to address specific Collection needs or problems. Franchisee will provide County with a Customer list and the postage to cover the cost of that mailing or mail County’s prepared materials to its Customers within fifteen (15) days of County’s request.

**2. Customer Bills.** County may once each Contract Year produce and provide Franchisee with printed inserts, specified as a sheet no larger than 8½ by 11 inches and small promotional items, such as magnets, which Franchisee will include in Customers' bills or otherwise provide to Customers upon County request at no cost to County. In addition, Franchisee will print public information directed by County on Customers' bills.

**b. County Review.** Franchisee will submit final drafts of

- (1) community relations materials;
- (2) promotional materials; and
- (3) general Customer correspondence unrelated to individual Customer accounts (such as notice of change to Collection schedules, Unpermitted Waste advisements, etc.)

to County for review and approval at least fifteen (15) days prior to printing, distributing, or mailing the materials or correspondence.

Franchisee will additionally establish a Customer account for County without charge, using the address for Notice provided in Section 18.01, so that County will automatically receive copies of all of Franchisee's general communications with Customers.

**c. News Media Relations.**

Franchisee will notify the Director by telephone of all requests for news media interviews or statements related to the Franchise Services within twenty-four (24) hours of Franchisee's receipt of the request. Before responding to any inquiries involving issues other than those relating to descriptions of Collection programs and scope of Franchise Services, Franchisee will discuss Franchisee's proposed response with County. Franchisee will submit copies of Franchisee's draft news releases or proposed trade journal articles to County for prior review and approval at least five (5) County Working Days in advance of release. Franchisee will provide copies of articles resulting from media interviews or news releases to County within (7) days after publication.

#### **4.07 Customers' Privacy.**

Franchisee will strictly observe and protect Customers' rights of privacy. Franchisee will not reveal information identifying individual Customers or the composition or contents of a Customer's waste stream to any Person other than County unless upon the authority of a court of law, by Applicable Law, or by valid authorization of the Customer. This provision will not be construed to preclude Franchisee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses that may be required by County or Applicable Law. In addition, Franchisee will not market, sell, convey, or donate to any Person any list with the name or address of Customers *except* that Franchisee will provide that list to

County or other Persons as directed by County. The rights accorded Customers pursuant to this Section are in addition to any other privacy right accorded Customers pursuant to Applicable Law.

#### **4.08 No Discrimination.**

Franchisee will not discriminate against Customers entitled to Franchise Service on account of Suspect Categories.

#### **4.09 Franchisee Billing.**

**a. Billing.** Franchisee will bill and collect Service Fees. Franchisee acknowledges that County is not obligated to bill or collect Service Fees. Franchisee will not hold County liable for any under-billings to Customers of Service Fees or delinquent Service Fee payments.

**b. Refunds.** Franchisee will refund to Customers any overcharges for Franchise Services the earlier of two (2) weeks from the time that Franchisee discovered the overcharge or Customer notified Franchisee of the overcharge. “**Overcharges**” includes: (i) Franchisee’s billing errors; and (ii) refunds for Franchise Services paid in advance by Customers who terminated Franchise Services prior to the end of the billing period.

**c. Customer Disputes.** Franchisee will take Customers’ calls and respond to Customers’ correspondence with respect to disputes regarding billing or otherwise, or resolving disputes. Franchisee acknowledges that County is not responsible for handling Customer disputes.

**d. Records.** Franchisee will maintain billing records in accordance with Section 10.01.

**e. Uniformity.** Franchisee will charge uniform Service Fees to all Customers, regardless of location and cost of Franchise Service. Notwithstanding the foregoing, Franchisee may discount rates as provided in Section 13.01(a).

**f. Failure to Pay Service Fees.** Franchisee shall contact, by phone, any Customer who has failed to pay an invoice within thirty (30) days of the date of such invoice notifying them of late payment. If a Customer fails to pay an invoice within sixty (60) days of the date of such invoice, then Franchisee may suspend services to such Customer until all outstanding Service Fees are paid, and may charge Customer a reinstatement fee up to Twenty-Five dollars (\$25.00) to reinstate services to Customer. If a Customer fails to pay an invoice within ninety (90) days of the date of such invoice, then Franchisee may terminate service to such Customer and collect all Containers from Customer, and may charge Customer a reinstatement fee up to One Hundred Seventy-Five dollars (\$175.00) to reinstate services to Customer.

#### **4.10 Description of Customers' Rights.**

Within

- (1) 30 days of the Commencement Date for existing Customers; and
- (2) prior to the provision of Franchise Services to new Customers,

Franchisee will provide Customers with a written Subscription Order. In each Subscription Order and in Customer's first bill of each Contract Year, Franchisee will include a description of the following Customers' Franchise Services and rights under this Agreement, as County may amend from time to time following dated Notice to Franchisee:

- (1) the scope of Franchise Services provided, including but not limited to day of collection and arrangements for the collection of Bulky Waste or excess Solid Waste;
- (2) the Service Fee or other fees (or, rate);
- (3) Holiday schedules;
- (4) the ability of Customers to immediately terminate their Subscription Order upon oral or written notice to Franchisee without penalty in accordance with Section 4.01(c)(1)(ii) and Section (c)(2)(ii), and describing their refund rights for pre-paid but unused Franchise Service in accordance with Section 4.09(b); and
- (5) any other provision of this Agreement or Applicable Law as directed by County.

The Subscription Order may include a waiver of damage liability and/or indemnification in connection with subscriptions for Franchise Services on private driveways, roads, easements, or pavement.

#### **4.11 Customer Satisfaction Survey.**

County may conduct a Customer satisfaction survey for implementation of Franchise Services, including a survey mailed to Customers together with Customers' bills, in the form of a post card or letter returnable to County. Alternatively, Franchisee may provide County with a Customer list and money to pay the cost of postage, within fifteen (15) days of County's request made pursuant to this section. Franchisee may review and comment upon the form and content of the survey. Franchisee will cooperate with County and its surveyor in the conduct of the survey, including distributing surveys with bills to Customers. Franchisee may obtain a copy of the results of the survey upon request to County.

#### **4.12 Public Performance Review.**

The County Board may conduct a public hearing upon sixty (60) days' Notice to Franchisee at the time that the County Board selects, not more than once during each Contract Year, to review Franchisee's performance and quality of Franchise Service. Franchisee will attend and participate in that hearing. The County Board may use Records and reports required under Article 10, including Records of Customer complaints, as a basis of its reviews. Within thirty (30) days after the conclusion of the public hearing, County will issue a report with respect to the matters raised at the hearings.

#### **4.13 Enforcement of Franchise.**

County may, in its sole discretion, enforce the franchise requirement set forth in Section 12.10.020 of the Mono County Code against third party violators, taking into account the cost of doing so and other factors. Franchisee may independently enforce the semi-exclusive rights granted by this Agreement against third party violators (excluding the other franchisee operating pursuant to a franchise agreement with County), including seeking injunctive relief, and County will use good faith efforts to cooperate in such enforcement actions brought by Franchisee. County will not be liable to Franchisee in any manner, including for any costs or damages such as lost revenues or lost profits, should any Person refuse to subscribe to Franchise Services from Franchisee and/or perform Franchise Services under a franchise agreement with County in competition with Franchisee, and in doing so violate the semi-exclusive grant of franchise given to Franchisee in this Agreement. In that event, Franchisee's sole and exclusive remedy will be to seek an injunction, damages, or other available judicial relief against any such third person or entity that engages in any conduct or activity that violates Franchisee's semi-exclusive rights under this Agreement. If Franchisee becomes aware of any activity by a third party that violates or may violate the provisions of Section 12.10.020 of the Mono County Code, Franchisee will provide Notice to County of such activity.

### **ARTICLE 5. OPERATIONS**

#### **5.01 Routing.**

**a. Route Maps and Account Information.** Within thirty (30) days of the Commencement Date, Franchisee will provide to County route maps or narratives containing the following information ("**Routing Specifications**"):

- (1) a description of each individual route, including starting and end points and street-by-street course;
- (2) Collection day of the week for each individual route; and
- (3) approximate Collection times (a.m. or p.m.) marked at several points along each individual route or noted with the narrative description of the route.



- (4) Identification of each individual route that falls within a Bear-Resistant Container Requirement Area.

**b. Route Changes.** Franchisee will submit to County, in writing, any proposed change in Routing Specifications not less than fifteen (15) days prior to the proposed date of implementation or as otherwise agreed to by Franchisee and the Director.

**c. Route Audits.** Upon no less than thirty (30) days' Notice to Franchisee, County may conduct audits of Franchisee's Collection routes. Franchisee will cooperate with County in connection therewith, including permitting County employees or other Persons designated by the Director to follow or ride in the Collection Vehicles during the audit. Franchisee will have no responsibility or liability for the salary, wages, benefits or workers compensation claims of any Person designated by the Director to conduct audits.

## **5.02 Vehicles, Service Assets, and Drivers.**

**a. Vehicle Appearance.** Bodies of Vehicles used in Collection or transportation of Solid Waste must have watertight beds of metal or impervious material that can be cleaned as required by Section 12.10.050 of the Mono County Code. Franchisee will utilize packer-type, completely enclosed Vehicles unless another type of Vehicle is required by weather, terrain, or type of Solid Waste to be hauled. Franchisee will paint and label all Vehicles in a consistent, uniform, and professional manner.

**b. Compliance with Applicable Law.** Franchisee will ensure that all Vehicles it uses to provide the Franchise Services comply with all Applicable Law. Franchisee will document, through its maintenance log or otherwise, compliance under Applicable Law applying to each Vehicle and will provide County with copies of inspection reports within ten (10) days of County's request. County may conduct inspections of Vehicles in connection with any Permits issued by County or otherwise. Franchisee will maintain copies of registration certificates and reports and make them available for inspection at its Office during Office Hours upon request by County.

**c. Vehicle Identification.** Franchisee will paint its name, telephone number, and the Vehicle number on all Vehicles in letters and figures not less than twelve inches (12") high for packer trucks and not less than six inches (6") high on other Vehicles, in accordance with Section 12.10.050 of the Mono County Code.

**d. Cleaning, Maintenance, and Availability.** Franchisee will at all times maintain Vehicles in good, clean condition and repair so that they operate properly and safely. If a leak does occur, then Franchisee will immediately clean it up. Franchisee may not leave Vehicles loaded with Solid Waste for over twenty-four (24) consecutive hours. Franchisee will maintain in readiness at least one (1) spare Vehicle, fully fueled, and ready to dispatch and replace any Vehicle which breaks down on route within reasonable time of break down. Customers will not have to wait for Franchise Service while a disabled Vehicle is repaired.

**e. Equipment.** Franchisee will equip each Collection Vehicle with a fire extinguisher which must be maintained and checked in accordance with manufacturer's warranty and maintenance recommendations.

**f. Re-Refined Oil.** To the extent permitted by equipment warranties and/or available services, Franchisee will give serious consideration to recycling used oil from its Vehicle maintenance operations and to use re-refined oil in its Vehicles, but only to the extent Franchisee receives reasonable assurances satisfactory to Franchisee from the manufacturer of the Vehicle that such use will not damage its equipment, lessen its useful life, add to its expense or result, or be likely to result in potential environmental liability. Should Franchisee elect to adopt such a policy, Franchisee will submit copies of re-refined oil invoices and the assurances to County upon County's request.

**g. Service Assets.** Franchisee will prepare a Service Asset Inventory as set forth in Exhibit 5.02g.

**h. Drivers.** Franchisee will ensure that all drivers of Vehicles have in full force and effect a valid license of the appropriate class issued by the California Department of Motor Vehicles. Franchisee will provide suitable operational and safety training for all of its personnel, including those who drive Vehicles or operate other equipment for Collection, which training will include on-the-job-training by supervisors. Franchisee will train sufficient numbers of drivers to drive all Collection routes so as to ensure no lapse of Franchise Services and will use Reasonable Business Efforts to assign the same driver(s) to identified routes in order to encourage accountability and enhance Customer relations. Franchisee will train its drivers to identify and not to collect Unpermitted Waste. Franchisee will implement drug and alcohol testing in accordance with Applicable Law. Franchisee will maintain copies of licenses for all Vehicle operators and full and complete records of training and testing, which Franchisee will make available to County at Franchisee's Office during Office Hours.

### **5.03 Public Resources Code Section 49520.**

Franchisee acknowledges having received a timely notice from County under Public Resources Code Section 49520 prior to entering into this Agreement, which notice precludes Franchisee from asserting the right to continue to provide Franchise Services in the Franchise Area without a franchise agreement as may be required by County, whether in the form of this Agreement or otherwise, now or in the future.

In accordance with Public Resource Code Section 49523, County and Franchisee hereby contract, based upon the mutually satisfactory terms of providing Franchise Services set forth in this Agreement and receipt of compensation therefor, that Franchisee will terminate providing Franchise Services upon expiration or termination of this Agreement even if that expiration or termination occurs prior to the expiration of the 5-year period described in Public Resources Code Section 49520. Franchisee acknowledges that it does not have the right to make any claim under or pursuant to Public Resources Code Section 49520 but only pursuant to the terms of this Agreement. Franchisee's contracting and acknowledgments in this Agreement do not foreclose County from re-procuring agreements for Franchise Services or Solid Waste Handling Services, including from Franchisee, following termination of this Agreement by exclusive, partially-

exclusive, or wholly-exclusive franchise, contract, license, permit, or otherwise, with or without competitive bidding.

#### **5.04 Personnel.**

**a. Nondiscrimination.** Franchisee will not discriminate against any of its personnel on the basis of Suspect Categories. Franchisee will comply with all Applicable Law regarding nondiscrimination, including those prohibiting discrimination in employment.

**b. Compliance with Immigration Law.** Franchisee will keep all records indicating compliance required by the Federal Immigration and Control Act of 1986 and will make those records available for inspection by County at Franchisee's Office promptly upon County direction.

**c. Conduct.** Franchisee will employ only competent, qualified, conscientious, and sober personnel to ensure Franchise Services satisfactory to County. Franchisee will ensure that its employees serve Customers and the public in a courteous, professional, and reliable manner.

#### **5.05 Contingency Plan.**

Franchisee will prepare a contingency plan to provide Vehicles and personnel necessary and sufficient to maintain uninterrupted Franchise Service during

- (1) mechanical breakdowns;
- (2) extreme weather conditions;
- (3) road closures;
- (4) strikes, work stoppages, and other concerted job actions or similar events; and
- (5) emergencies, including natural disasters

including procedures for replacing Vehicles disabled on routes. Franchisee will provide County with a copy of such plan upon request, and within seven (7) days of any modification.

#### **5.06 Unpermitted Waste.**

Franchisee will comply with the Unpermitted Waste screening, identification, and prevention protocol ("**Unpermitted Waste Screening Protocol**") attached to Exhibit 5.06 or may develop and follow its own Unpermitted Waste Screening Protocol which is at least as stringent as Exhibit 5.06 and which is approved by the Director. If Franchisee delivers Unpermitted Waste to the Designated Disposal Facility or a Diversion Facility, then Franchisee will arrange for proper disposal in accordance with Applicable Law and/or cooperate with the facility owner or operator

with respect thereto. Nothing herein shall limit or circumscribe any right Franchisee may have against the generator of such waste for damages incurred by Franchisee's handling and disposal of such waste.

#### **5.07 Annual Meetings.**

Franchisee will meet with County at its offices in Bridgeport

- (1) a minimum of once every two Contract Years, as directed by County; and
- (2) at any additional times as directed by County.

The purpose of the meetings may include addressing operational issues and contract compliance, reviewing Quarterly Reports, and resolving any issues or problems related to the performance of Franchise Services.

### **ARTICLE 6. DIVERSION**

#### **6.01 Additional Programs.**

County may direct Franchisee to submit proposals for additional programs, including diversion programs, necessary in County's opinion to meet any required diversion goal or other goal. If necessary, the Parties will enter into good faith negotiations for at least thirty (30) days following the date County directs Franchisee to submit a program proposal. If the Parties cannot reach agreement within thirty (30) days, then either Party may refer the matter to the Independent Expert for determination in accordance with Section 9.01. County may independently implement programs itself or through a third Person.

### **ARTICLE 7. SOLID WASTE DISPOSAL**

#### **7.01 Transportation to Designated Disposal Facility.**

**a. Designated Disposal Facility.** Franchisee will transport and deliver all Solid Waste, except for Recyclables that it Diverts, to the Designated Disposal Facility, including:

- (1) Solid Waste that Franchisee Collects from Residential and Commercial premises in accordance with Section 4.01(c);
- (2) Solid Waste that Franchisee Collects in performing emergency services in accordance with Section 8.01;
- (3) excess or Bulky Waste that Franchisee Collects in accordance with Section 4.02;

and

- (4) C&D Waste that Franchisee Collects in accordance with Section 4.01(f).

County may change the Designated Disposal Facility upon thirty (30) days' Notice to Franchisee. Franchisee will observe and comply with all rules and regulations in effect at the Designated Disposal Facility and follow directions of the operator of the Designated Disposal Facility, including:

- (1) unloading Solid Waste in designated areas;
- (2) accommodating operations and maintenance activities;
- (3) complying with Unpermitted Waste exclusion programs; and
- (4) complying with facility hours of operation, unless otherwise agreed to by the Parties.

Franchisee will at all times operate according to safe industry practices.

**b. Exceptions.** Notwithstanding Subsection (a), Franchisee is *not* obligated to deliver Solid Waste to the Designated Disposal Facility under emergency or unforeseen circumstances if Franchisee fully and timely satisfies the following conditions:

**1. Notice.** Prior to diverting Solid Waste from the Designated Disposal Facility, Franchisee gives the Director (or if the Director is unavailable, another person in the Department of Public Works administrative office) oral notice, followed by Notice, of highway or road closure and Franchisee's inability to deliver Solid Waste to the Designated Disposal Facility;

**2. Records.** Franchisee keeps accurate Records with respect to Solid Waste that Franchisee diverts from the Designated Disposal Facility, including

- (i) the amount and type of Solid Waste, documented by a weight ticket from a certified weighmaster from a California or Nevada state-certified truck scale approved by the Director, or a gate receipt from the facility to which Franchisee transported and delivered that diverted Solid Waste;
- (ii) the type of Vehicle or Container in which Franchisee transported that Solid Waste; and
- (iii) the County staff person to whom Franchisee gave oral notice.

**3. Reporting.** Included in its Quarterly Report submitted to County in accordance with Section 10.02, Franchisee submits a report satisfactory to County with supporting receipts or weight tickets as described above for that Solid Waste diverted during that quarter.

## **7.02 Defense and Indemnification; Release.**

**a. Requirement.** Franchisee will defend, release, indemnify and hold harmless at its sole cost and expense with counsel approved by County, County (including Persons described in the definition of “County” in Exhibit 1.01) in any actions that assert or allege Liabilities paid, incurred or suffered by, imposed upon or asserted against, County that result or are claimed to have resulted directly or indirectly from the presence, disposal, escape, migration, leakage, spillage, discharge, release or emission of Unpermitted Waste or petroleum products to, in, on, at, or under any place,



site, or facility where Franchisee delivers, stores, processes, recycles, composts, or disposes of Solid Waste to the extent that the Liabilities are caused or alleged to be caused by the following:

**1. Franchisee Negligence or Misconduct:** the wrongful, willful, or negligent act, error or omission, or the misconduct of Franchisee;

**2. Non-Customer Materials:** the collection, delivery, handling, recycling, processing, composting, or disposal by Franchisee of any materials or waste, including Unpermitted Waste, which are generated by Persons other than Customers collected from premises other than Customers' premises;

**3. Failure to Comply with Unpermitted Waste Protocol:** the failure of Franchisee to undertake Hazardous Waste training procedures required by Applicable Law or the Unpermitted Waste Screening Protocol, whichever is more stringent; and

**4. Franchisee-Identified Unpermitted Waste:** the improper or negligent collection, handling, delivery, processing, recycling, composting, or disposal by Franchisee of Unpermitted Waste that Franchisee inadvertently collects from Customers and that Franchisee identifies as Unpermitted Waste prior to its delivery, processing, recycling, composting, or disposal,

whether:

- (i) in one or more instance;
- (ii) threatened or transpired;
- (iii) Franchisee is negligent or otherwise culpable; or
- (iv) those Liabilities are litigated, settled or reduced to judgment.

**b. Household Hazardous Waste.** The mere presence of Household Hazardous Waste in Solid Waste that is Collected under this Agreement will not constitute negligence in and of itself nor create any liability on the part of Franchisee absent any of the circumstances described in items (1) through (4) listed in Subsection (a).

**c. Cooperation with County's Counsel.** County may retain counsel at its own cost and expense or utilize in-house counsel as co-counsel. Franchisee will direct Franchisee's counsel to assist and cooperate with co-counsel with respect to County's defense.

**d. Waiver.** The indemnity in Subsection (a) is intended to operate as an agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify County from liability in accordance with this Section 7.02.

**e. Unpermitted Waste.** Franchisee hereby releases and will not seek contribution or compensation of any nature from County for Liabilities relating to Unpermitted Waste, including relating to RCRA, CERCLA, or the California Health and Safety Code. Franchisee will not make any claims against or assert an interest in any account, fund or reserve that County may establish or set aside, from the proceeds of the Surcharge or otherwise, or maintains to cover Liabilities relating to Unpermitted Waste, which established fund or reserve County is under no obligation to establish or maintain.

### **7.03 Disposal Fees.**

Franchisee will timely pay gate and any other fees charged by the Ultimate Disposal Facility.

## **ARTICLE 8. MISCELLANEOUS SERVICE PROVISIONS**

### **8.01 Emergency Services.**

Within twenty-four (24) hours of Notice from County, Franchisee will provide emergency services beyond the scope of Franchise Services at the times and to the extent directed by County, including unscheduled gathering, pick up, collection, and disposal of C&D Debris, Bulky Waste, and other debris resulting from natural disasters such as earthquakes and floods. County will compensate Franchisee its Reimbursement Costs for those services.

### **8.02 Title to Solid Waste.**

All Solid Waste, including Recyclables, becomes the property of Franchisee when Collected by the Franchisee, as provided in Section 12.10.060 of the Mono County Code. This Agreement will not affect any other agreement the Parties may reach with respect to Franchise Services, including but not limited designating the Designated Disposal Waste facility.

### **8.03 Compliance with Applicable Law.**

**a. Compliance.** Franchisee will perform all Franchise Services and will cause its Subcontractors to provide goods or services in accordance and compliance with Applicable Law and with this Agreement, whether or not referenced specifically in the text of this Agreement and regardless of whether Performance Obligations are stated less stringently than Applicable Law. If any Performance Obligation is more stringent than Applicable Law, then Franchisee and its Subcontractors must satisfy that Performance Obligation. Nothing in this Agreement is construed to relieve the Franchisee of any obligations imposed by Applicable Law.

Franchisee acknowledges that County is authorized to make all necessary and reasonable rules and regulations regarding all aspects of Solid Waste Handling Services, including Franchise Services. Franchisee agrees to comply with any and all of those rules and regulations.

Provisions of Applicable Law are incorporated in this Agreement by reference as if set forth fully in this Agreement as contractual obligations of Franchisee to County. In addition to or in lieu of prosecuting violations of Applicable Law as misdemeanors, infractions or otherwise in the manner provided under Applicable Law, County may enforce Applicable Law in the same manner as it may enforce Franchisee's other contractual obligations under this Agreement, including specific performance. However, County has no obligation to enforce any Applicable Law.

**b. Referenced Provisions.** Reference in this Agreement to particular provisions or requirements of Applicable Law may not be construed to limit Franchisee's obligation to comply with all provisions of Applicable Law. Reference to statutory provisions of Applicable Law are deemed to include reference to implementing rules and regulations. These references are intended to facilitate Franchisee's satisfaction of its Performance Obligations and County's administration and specific enforcement of this Agreement, and may not be construed to imply lack of obligation to comply with other provisions or requirements of Applicable Law not referred to or cited in this Agreement. If any Applicable Law specifically referenced or cited in this Agreement is amended, supplemented, restated, re-codified, modified, or repealed, then that reference or citation will be deemed to refer to that amendment, supplement, restatement, re-codification, or modification.

**c. Permits.** Franchisee will obtain and maintain throughout the Term all necessary approvals, authorizations, and Permits (including Permits required under Title 12 of the Mono County Code). Franchisee will show proof of approvals, authorizations, and Permits and will demonstrate compliance with the terms and conditions of said approvals, authorizations, and Permits promptly upon the request of County. In particular, Franchisee warrants and represents that it is fully acquainted with the provisions of the Mono County Code. Where County is the permitting agency, it shall cooperate in good faith with Franchisee in issuing such permits in accordance with law.

**d. Fines and Penalties.** Franchisee is responsible for payment of any and all fines and penalties imposed on Franchisee. Franchisee will not seek reimbursement from County or Customers for any fines or penalties. If Franchisee believes that compliance with a Franchise Obligation would violate Applicable Law thus exposing Franchisee to fines and/or penalties, then Franchisee shall immediately Notify County. If County concurs that Franchisee's compliance would violate Applicable Law, then the Parties shall meet and confer to determine how Franchisee may best comply with the Franchise Obligation and Applicable Law. If County determines in its sole discretion that Franchisee cannot comply with the Franchise Obligation without violating Applicable Law, then County may excuse Franchisee's performance of the Franchise Obligation and provide Franchisee with Notice that such performance is excused.

#### **8.04 Cooperation with Waste Studies.**

Franchisee will cooperate with County on any and all waste composition studies, including modification of routes, separate collection of individual Customer's Solid Waste, and/or delivering targeted loads of Solid Waste to a County-designated location or locations. Franchisee will also cooperate with County on any and all Customer waste assessments, including providing information in its Records on volume and characterization of wastes generated by Customers.

#### **8.05 Service Materials Belong to County.**

Reports prepared by Franchisee in accordance with Article 10, public education and community relations materials prepared in accordance with Section 4.06, and all other work products (whether computerized, written, printed, or photographic) developed by County or Franchisee in connection with Franchise Services, whether developed directly or indirectly by County or Franchisee, may be used by County without limitation or restriction. Franchisee may also continue to use public education and community relations materials and other work product in connection with any project not connected with this Agreement without the prior written consent of County.

#### **8.06 Recycled Materials.**

Franchisee will use Reasonable Business Efforts to procure supplies with post-consumer recycled content.

#### **8.07 Responsiveness to County.**

Franchisee will return telephone calls from County to the person who made that call during County Office Hours no later than the next County Working Day. Franchisee will meet with County during County Office Hours within one (1) week of County's oral or written direction at County offices or other location directed by County. Franchisee will respond to all e-mails from County within two (2) County Working Days of receipt and will respond to other written correspondence from County within seven (7) days of receipt thereof.

## **ARTICLE 9. DISPUTE RESOLUTION BY INDEPENDENT EXPERT**

### **9.01 Independent Expert.**

**a. Selection.** If either Party gives Notice to the other Party of request for dispute resolution by an Independent Expert as authorized by this Article, within ten (10) days after the second Party's receipt of Notice each Party will prepare a separate list of five (5) independent Persons having experience in refuse collection, in numerical order with the first preference at the top, and exchange and compare lists. The Person ranking highest on the two (2) lists by having the lowest total rank order position on the (2) lists will be the Independent Expert. In case of a tie in scores, the Person having the smallest difference between the rankings of the two (2) parties is selected; other ties will be determined by a coin toss. If no Person appears on both lists, then this procedure will be repeated. If selection is not completed after the exchange of three (3) lists or within twenty-one (21) days, whichever comes first, then each Party will select one (1) Person having experience described above and the two (2) Persons so selected will together select an Independent Expert.

**b. Costs.** Parties will share the Independent Expert's costs and fees equally.

**c. Determination Protocol and Standard.** Within ten (10) days of the selection of the Independent Expert, or within ten (10) days of Notice by either Party of request for dispute resolution by an Independent Expert if one has already been selected, both Parties will submit to the Independent Expert a detailed description of the dispute together with a written statement of each Party's position thereon. Parties will simultaneously exchange copies thereof. Both Parties will, in good faith and in writing, promptly provide the Independent Expert with any and all additional information and documentation the Independent Expert requires or requests in order to make its determination and simultaneously provide the other Party with copies thereof. Neither Party will communicate orally with the Independent Expert unless the other Party is privy thereto. Neither Party will communicate in writing with the Independent Expert unless it simultaneously sends copies of the communication to the other Party, in the same manner that it sends the communication to the Independent Expert.

The Independent Expert will make its determination based on the submissions of the Parties, the provisions of this Agreement, its experience with similar services and disputes, and other factual determinations it may make regarding the matter in dispute.

### **d. Binding and Non-Binding Determinations.**

1. Disputes subject to binding determination by the Independent Expert include:
  - (i) fee disputes in accordance with Section 13.04(c);
  - (ii) additional programs in accordance with Section 6.02; and
  - (iii) other disputes agreed to by the Parties.

2. Disputes subject to non-binding determination by the Independent Expert include:
  - (i) the occurrence and extent of Uncontrollable Circumstances; and
  - (ii) other disputes agreed to by the Parties.

## **ARTICLE 10. RECORDS AND REPORTING**

Franchisee acknowledges that County entered into this Agreement, among other reasons, to provide Customers and County with improved Collection Services. Franchisee further acknowledges that, in order that County may better evaluate Franchisee's performance under this Agreement, Franchisee has obligated itself to maintain Records and timely provide reports in accordance with this Article.

### **10.01 Records.**

**a. Maintenance.** Unless otherwise directed by County, Franchisee will accurately maintain at its Office any and all ledgers, books of account, invoices, Customer lists, billing records, route maps, Customer complaints, canceled checks, logs, correspondence, Customer receipts, and other records or documents evidencing or relating to rates, Surcharge, Customers' Franchise Services subscriptions, satisfaction of Performance Obligations, events subject to damages payable under Section 14.01, documentation as County may reasonably require to ascertain the extent of compliance with the Mono County Code, and items listed in Exhibit 10.01a related to Franchise Services provided by Franchisee ("**Records**"). Specific Record requirements are listed on Exhibit 10.01a. Franchisee will maintain Records for the Term plus three (3) years, or any longer period required by Applicable Law. Franchisee will use Reasonable Business Efforts to promptly provide County any additional information relevant to this Agreement that is not specified in this subsection.

**b. County Inspection and Audit.** Upon Notice by County, Franchisee will use Reasonable Business Efforts to provide copies of Records to County or County's designee(s) for inspection or audit at County Administrative Office or County Auditor-Controller Office. Otherwise, Franchisee will make Records available to County or County's designee(s) for inspection or audit at Franchisee's Office during Office Hours. Notwithstanding anything contained herein to the contrary, County shall have no right to audit, inspect, copy, or otherwise review any of Franchisee's confidential, proprietary, or privileged information.

Where County has reason to believe that Records may be lost or discarded due to dissolution, disbandment or termination of Franchisee's business or other reason, County may require that Franchisee give County custody of any or all Records and that those Records and documents be maintained in County Office of the Department of Public Works. In that event, access to said Records will be granted to any Person duly authorized by Franchisee.

## 10.02 Reporting.

**a. Quarterly.** Franchisee will submit Quarterly Reports to County no later than the thirtieth (30<sup>th</sup>) day of the month immediately following the end of each quarter described in Exhibit 10.02a. *For example, for the Quarter ending on March 31, the Quarterly Report is due to County no later than April 30.* Quarterly Reports must be in the form directed or approved by County and contain, at a minimum, the information listed in Exhibit 10.02a, including information needed for County to prepare Quarterly Reports required under Applicable Law with respect to recycling and Diversion of Solid Waste in County, County's compliance with its solid waste facility permits, and quarterly taxes due and payable to the California Department of Tax and Fee Administration.

**b. Annual.** Franchisee will submit Annual Reports to County on or before February 15 of each Contract Year in the form directed or approved by County, totaling the information contained in the Quarterly Reports for the previous Contract Year and containing, at a minimum, the information listed in Exhibit 10.02b.

**c. Additional Information.** Franchisee will use Reasonable Business Efforts to incorporate into reports additional information from Records promptly upon Notice from County.

## 10.03 Financial Records and Reports.

### a. Maintenance of Accounting Records.

**1. Form and Content.** Franchisee will maintain in its Office accurate and complete accounting records containing financial and operational data relating to all costs associated with providing Franchise Services, whether by Franchisee or Subcontractor or Affiliate providing goods or services related to the provision of Franchise Services, prepared on an accrual basis. Franchisee will maintain its accounting records on a basis showing (1) the results of Franchisee's operations under this Agreement separately from operations in other locations, as if Franchisee were an independent entity providing service only to County, as well as (2) the results of Franchisee's operations in all locations, as a corporate entity. With respect to costs associated with goods or services provided by an Affiliate that is a Subcontractor, Franchisee may maintain those records in the office of the Affiliate but will provide County with a copy thereof within ten (10) days of County's request therefor.

**2. County Audit.** County and its auditors and other agents selected by County may conduct on-site audits, reviews, and inspections of Records described in Subsection (a)(1) at Franchisee's Office during Office Hours and make copies of any Records or supporting documentation relevant to this Agreement, including Customer account and billing information, Customer receipts, and Surcharge payments. Franchisee will retain said records for the term plus three (3) years and any additional time directed by County to enable County to complete any review or audit commenced during said three (3) years. Notwithstanding anything contained herein to the contrary, County shall have no right to audit, inspect, copy, or otherwise review any of Franchisee's confidential, proprietary, or privileged information.

**b. Financial Statements.** Promptly upon County direction, Franchisee will deliver to County up to three (3) copies of Franchisee's most recent financial statements..

**c. Affiliated Companies.** If Franchisee enters into any Subcontracts with Affiliates, then Franchisee will thereafter disclose said arrangements in Franchisee's financial reports prepared and delivered in accordance with Section 10.03(b). County's inspection rights described in Subsection 10.03(a) extends to said Affiliate or Affiliates.

#### **10.04 Proprietary Reports and Records.**

**a. Notice of Request.** If County receives a request from a third person to review or copy material which Franchisee has marked "confidential," then County will inform Franchisee and allow Franchisee to present arguments and facts to County in support of Franchisee's position that the material is entitled to an exemption from disclosure under the California Public Records Act, Government Code section 7920 *et seq.*, and should not be released.

**b. Notice of Release.** If County determines that the material is *not* entitled to an exemption and that it must be released, then County will inform Franchisee before releasing that material so that Franchisee may seek a court order enjoining that release.

**c. Notice of Legal Action.** If County determines that the material is entitled to an exemption, and the person who requested the information files a legal action seeking its release, then County will inform Franchisee and will not oppose a motion by Franchisee to intervene in the action. Franchisee must either intervene or accept the release of the material. County is not obligated to defend the action and may release the material sought without any liability.

**d. Defense and Indemnification.** Notwithstanding anything contained herein to the contrary, Franchisee shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages,



losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, County's release, disclosure, or withholding of any material which Franchisee has marked "confidential" under the California Public Records Act.

## **ARTICLE 11. INSURANCE, INDEMNIFICATION AND PERFORMANCE ASSURANCES**

### **11.01 Insurance**

#### **a. Policies.**

**1. Types and Amounts.** Franchisee, at Franchisee's sole cost and expense, will procure from an insurance company or companies admitted to do business in the State of California and subject to the regulation of the California Insurance Commissioner and will maintain in force at all times during the Term the types and amounts of insurance listed in Exhibit 11.01a.

**2. Endorsements.** The policies of insurance required pursuant to Subsection (a)(1) must contain the endorsements listed in Exhibit 11.01a.

**b. Delivery of Proof of Coverage.** As of the Commencement Date, Franchisee will furnish County a certificate for each policy of insurance required under this Section 11.01 in a form and substance satisfactory to County. Each such certificate must show the type and amount of coverage, effective dates and dates of expiration of policies and will have all required endorsements. Franchisee will furnish renewal certificates to County to demonstrate maintenance of the required coverages throughout the Term of this Agreement.

#### **c. Other Insurance Requirements.**

**1. Subcontractors.** If Franchisee subcontracts to a Subcontractor to provide goods or services related to the provision of Franchise Services, then Franchisee will require all such Subcontractors to provide statutory workers' compensation insurance and employer's liability insurance for all of the Subcontractor's employees engaged in the work. The general liability insurance required by this Section must cover Franchisee's liability for acts of its Subcontractors or each Subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section 11.01.

**2. Compliance with Policies.** Franchisee will comply with all requirements of the insurers issuing policies and will require its Subcontractors to do so. Carrying insurance does not relieve Franchisee from any Performance Obligation, including those imposed by this Article 11. If any third Person makes a claim against Franchisee or any Subcontractor on account of any occurrence related to this Agreement, then Franchisee will promptly report the facts in writing to the insurance carrier and to County. If Franchisee fails to procure and maintain any insurance

required by this Agreement, after County provides Franchisee with five (5) days Notice and the opportunity to cure within 30 days, then County may take out and maintain such insurance as is required hereunder and Franchisee will reimburse County for County's Reimbursement Costs thereof.

**3. Amendments.** If requested by County, and without charge to County, Franchisee will promptly amend the Comprehensive General Liability policy and by endorsement, add the trustee of any bonds or Certificates of Participation, which were or may be in the future, issued by County to finance County's Solid Waste facilities, including transfer stations and landfills, as an additional insured.

## **11.02 Franchisee Defense and Indemnification.**

**a. Permit.** Franchisee will defend with counsel approved by County and indemnify County for actions arising out of its permit in accordance with Chapter 12.08 of the Mono County Code.

### **b. Agreement.**

**1. Defense and Indemnification.** Franchisee will further indemnify, defend with counsel approved by County, protect and hold harmless County from and against all Liabilities paid, incurred or suffered by, or asserted against, County that result or are claimed to have resulted from Franchisee's performance or provision of Franchise Services pursuant to this Agreement, including the following:

- (i) **Franchisee Negligence or Misconduct:** the wrongful, willful, or negligent act, error, or omission, or the misconduct of Franchisee and Persons described in the definition of "Franchisee" in Exhibit 1.01;
- (ii) **Patents, etc.:** any allegation of infringement, violation, or conversion of any patent, licenses, proprietary right, trade secret, or other similar interest, in connection with any Service Assets, including technology, processes, Vehicles, software, machinery, or equipment;
- (iii) **Challenges to Agreement:** legal challenge with respect to the procurement of this Agreement or Parties' execution of this Agreement, County's authority to contract out Franchise Services, or any provision contained within the Agreement regardless of the legal theory advanced or relied upon by any interested third party, including any appeals necessary to validate that authority or the Agreement; or
- (iv) **Enforcement of Agreement or Applicable Law:** any Liabilities that may be assessed against Franchisee or County in connection with any alleged failure of County to enforce provisions of this Agreement or of Applicable Law as permitted under Section 8.03.

**2. Certain County Negligence Excluded.** Franchisee will not, however, be required to reimburse or indemnify County to the extent any Liabilities are due to the sole negligence or willful misconduct of County and Persons described in the definition of “County” in Exhibit 1.01.

## **ARTICLE 12. CRIMINAL ACTIVITY**

### **12.01 Criminal Activity.**

Franchisee will immediately provide Notice to County upon the occurrence of any of the following events or circumstances listed in Subsection (a) and Subsection (b) (“**Convictions or Pleas**”) with respect to Franchisee or any of its Contract Managers defined below in Subsection (e):

**a. Convictions, etc.:** Franchisee or any of its Contract Managers defined in Subsection 12.01(e), has a criminal conviction, permanent mandatory or prohibitory injunction, or a final judgment or order from a court, municipality, or regulatory agency of competent jurisdiction with respect to the following (“**Criminal Activity**”):

- (1) fraud or other criminal offense, other than offenses constituting infractions, in connection with obtaining, attempting to obtain, procuring, or performing a public or private agreement related to Recyclables or Solid Waste services of any kind (including collection, hauling, transfer, processing, composting, or disposal), including this Agreement;
- (2) bribery or attempting to bribe a public officer or employee of a local, state, or federal agency;

- (3) embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony;
- (4) unlawful disposal of hazardous, designated, or other waste; or
- (5) violation of securities laws or antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation, and of unfair and anti-competitive trade practice laws, including with respect to inflation of waste collection, hauling, or disposal fees.

**b. Pleas, etc.:** Franchisee or any of its Contract Managers defined in Subsection (e) has pled “guilty” or entered a plea of “*nolo contendere*” or “no contest” to Criminal Activity occurring within County or relating to this Agreement.

**c. Cure.** Upon the occurrence of any Convictions or Pleas, Franchisee immediately will do or cause to be done *both* of the following:

- (1) terminate from employment or remove from office the offending Contract Manager who is an individual, or, with respect to a Contract Manager that is the Franchisee or an Affiliate, the individual or individuals responsible for the Criminal Activity; and
- (2) eliminate the participation by that Contract Manager who is an individual or, with respect to a Contract Manager that is the Franchisee or an Affiliate, the individual or individuals responsible for the Criminal Activity, in any Position of Influence described in Subsection 12.01(e) below.

County in its sole discretion may terminate the Agreement upon 30 days’ Notice to the Franchisee, or may impose other sanctions (which may include financial sanctions, temporary suspensions, or any other conditions deemed appropriate short of termination) as it will deem proper, in the following events:

- (1) Franchisee or any Affiliate fails to comply with the foregoing obligation of this Subsection (c); or
- (2) the Criminal Activity concerns and is related to this Agreement.

Franchisee must be given the opportunity to present to the Director evidence in mitigation during the preceding Notice period and County must consider that evidence.

**d. New Employees.** Franchisee will not allow or cause to be allowed any employee, officer, or director of an Affiliate who is the subject of any Criminal Activity to be hired or transferred from any Affiliate to a position as a Contract Manager.

**e. Definitions.** For purposes of this Section, “**Franchisee or any of its Contract Managers**” means:

- (1) Franchisee and its officers and directors;
- (2) the officers and directors of Franchisee’s parent corporation and of each successive parent corporation’s parent corporation identified in Exhibit 12.01e(2);
- (3) the Franchisee Representative; and
- (4) any other Persons, including Affiliates and Franchisees’ or Affiliates’ employees, officers, or directors, who have the authority or responsibility to directly or indirectly administer, manage, direct, supervise, or oversee Franchise Services or this Agreement, *including* the following: (i) supplying goods or services; (ii) serving as director of the board of directors of Franchisee or an Affiliate; (iii) serving as an officer or employee of Franchisee or an Affiliate; (iv) reviewing or negotiating Franchisee’s contracts (including this Agreement); (v) providing in-house legal services; (vi) providing insurance or other performance security; and (vii) providing processing or disposal, but *excluding* the following: monitoring Franchisee’s performance, supervising Franchisee’s finance and capital budget decisions and articulating general policies and procedures not related to Criminal Activity. This authority and responsibility is defined as “**Position of Influence.**”

## **ARTICLE 13. SERVICE FEES**

### **13.01 Service Fees. Franchisee understands and acknowledges, as follows:**

- (1) Pursuant to Chapter 12.10 of the Mono County Code, up to two (2) solid waste enterprises will be granted exclusive franchises in the form of this Agreement to provide Franchise Services as primary franchisees within the Service Area.
- (2) In authorizing up to two (2) Franchisees within the same Service Area, it is County’s intention to allow for competition and thereby avoid the need to set Service Fees, other than Service Fee floors, for the provision of Franchise Services pursuant to this Agreement.
- (3) Notwithstanding the above, County may set Service Fee caps or specific Service Fees as provided in Subsection (b).

**a. Service Fee Floors.** Franchisee will not charge Service Fees for the Franchise Services provided pursuant to this Agreement that are less than those Service Fees listed in Exhibit 13.01a, except as set forth below.

**1. Senior Rates.** Franchisee may charge Service Fees up to twenty percent (20%) below those set forth in Exhibit 13.01a to Residential Customers over the age of 62, provided that those Service Fees are uniform as to all such Customers.

**2. Multiple-service Cart.** Franchisee may charge Service Fees up to twenty percent (20%) below those for Carts set forth in Exhibit 13.01a to Commercial Customers who require multiple Collections each week, provided that the reduced rates are uniform countywide and the Customer is already furnished with the largest Bin that Franchisee has in its Service Asset Inventory.

**b. Service Fee Caps and Specific Service Fees.** County may set Service Fees caps or set specific Service Fees for the provision of Franchise Services if either of the following events occurs:

**1. Franchisee Becomes Sole Provider.** If Franchisee becomes the only primary franchisee, as defined in Section 12.02.020 of the Mono County Code, then subject to subsequent Service Fee adjustment provided in Subsection 13.01(c), Franchisee will charge Service Fees no greater than the Service Fees it charged on the date that Franchisee became the sole primary franchisee, as determined by County. If, however, Franchisee's Service Fees increased by more than five percent (5%) in the 12-month period immediately preceding its becoming the only primary franchisee, then Franchisee will submit to County a written explanation of the basis for the increase(s) made during that 12-month period. Franchisee will provide County with documentation or other information related to those increases within ten (10) days of County's request. Based upon its review of that documentation and other information, the County Board may:

- (1) set Franchisee's Service Fees at the level existing as of the date Franchisee became the sole primary franchisee; or
- (2) set Franchisee's Service Fees at a level that is less than that existing on that date.

**2. Unjustified Service Fee Increase Exceeding 5%.** If, notwithstanding the existence of competition within the Service Area, any Service Fee or Fees charged by Franchisee increase by more than five percent (5%) in any 12-month period, then within ten (10) calendar days of County's request Franchisee will provide County with a written explanation of those increase(s), together with any financial and other records justifying the increase(s). If County determines, in its sole discretion, that the increase(s) are not justified by the information provided, then County may set Franchisee's Service Fee or Service Fees as provided in Subsection (b)(1).

**c. Service Fee Adjustments.** If Service Fees are set pursuant to Subsection (b)(1) or Subsection (b)(2), then those Service Fees may be adjusted as provided in Subsection (c). Upon written request by Franchisee to the County Board for a Service Fee adjustment submitted no earlier than July 1<sup>st</sup> and no later than October 1<sup>st</sup> prior to the commencement of each new Contract Year, Franchisee's Service Fees for Franchise Services will be adjusted, upward or downward, annually, effective January 1<sup>st</sup> of each Contract Year, in the manner described provided in

Subsection (c). The County Board may also (but is not obligated to) act on its own initiative in the event Franchisee declines to request an adjustment to its Service Fees, and adjust Franchisee's Service Fees in the manner described below. Franchisee will provide written notice to each Customer in a form approved by County, of annual increases, whether initiated by Franchisee or by the County Board, at least six (6) weeks prior to their implementation.

### **1. Annual Adjustments.**

(i) **CPI Adjustment.** Ninety-five percent (95%) of Franchisee's Service Fees are subject to adjustment in accordance with the Consumer Price Index – Not Seasonally Adjusted, U.S. City Average for Garbage and Trash Collection (“CPI”), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year. Thus, if the CPI experienced a net increase of 3% from September, 2005, to September, 2006, then ninety-five percent (95%) of Franchisee's Service Fees would be subject to a three percent (3%) increase effective as of January 1, 2007.

(ii) **PPI Adjustment.** Five percent (5%) of Franchisee's Service Fees are subject to adjustment as described below in accordance with the Producer Price Index – Not Seasonally Adjusted, U.S. City Average for #2 Diesel all items (“PPI”), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year. Thus, if the PPI experienced a net increase of three percent (3%) between September, 2005, and September, 2006, then five percent (5%) of Franchisee's Service Fees would be subject to a three percent (3%) increase effective as of January 1, 2007.

The total adjustment of Service Fees under this subsection, whether upward or downward, may not exceed five percent (5%) in any one Contract Year.

If either the CPI or PPI category specified above is discontinued or revised during the Term by the United States Department of Labor, Bureau of Labor Statistics, such other government index or computation with which it is replaced will be used in order to obtain substantially the same result as would be obtained if the category had not been discontinued or revised. County will specify any replacement index to the CPI or PPI category at its sole discretion.

**2. Change in Law Adjustments.** In addition to the adjustments set forth in Subsection (c)(1), Franchisee may request an adjustment to Franchisee's Service Fees where a change in Applicable Law, results in an increase in Franchisee's Direct costs. Franchisee may request Service Fee

adjustments made under this subsection at any time during the course of a Contract Year; *provided, however,* that Franchisee may not request more than one adjustment due to changes in law per Operating Year. For the purposes of this subsection “**Operating Year**” will mean the 12-month period immediately preceding or following the requested adjustment. In its application for a Service Fee adjustment based on a Change in Law, Franchisee must include a statement of the amount of the requested adjustment, the basis therefore, and all financial and other records on which Franchisee relies for its claim that Franchisee’s Direct Costs have increased. The Director will review Franchisee’s Service Fee application and notify Franchisee if it is complete or whether the Director wishes to review and/or audit any additional documents or information reasonably related to the requested increase before submitting the matter to the County Board for their consideration. The Board will review and consider the requests within a reasonable period of time after the complete submittal by Franchisee and after County has had a reasonable period of time to request, review, and audit any applicable financial records of Franchisee and/or its Affiliates. The Board may grant Franchisee’s requested Service Fee adjustment or, based on the information presented, may increase or decrease Franchisee’s Service Fees in amounts different from Franchisee’s request. The adjusted Service Fees, if approved, will go into effect thirty (30) days after such approval or at such other time as established by the Board.

**d. Resolution of Issues Regarding Service Fee Adjustments.** Any issue regarding Service Fee adjustments, or the computation thereof will be decided by the County Board. The Service Fees in effect at the time any issue or dispute is submitted to the Board will remain in effect pending resolution of any issue or dispute. The effective date of any dispute resolution, whether retroactive or prospective, will reasonably be determined by the Board. In the event that Franchisee and County are unable to reach agreement regarding the adjustment of Service Fees, then either party may terminate this Agreement by sending to the other party a Notice stating the basis therefor, and setting a date of termination that is at six (6) months from the date printed on the Notice, *unless* the Parties agrees to a shorter date.

### **13.02 Fees Payable by Franchisee.**

#### **a. Surcharge**

- 1. Amount.** In consideration for County’s costs in managing the solid waste franchise program, Franchisee will pay County a flat Surcharge of \$25.00 on each ton of waste collected in unincorporated Mono County that is not **delivered to and subject to a tipping fee at a County-owned Satellite Transfer Station (i.e., the Benton, Paradise, Chalfant, Walker, Bridgeport or Pumice Valley Satellite Transfer Stations)**. For each ton of waste that has been subject to a tipping fee at a **County-owned Satellite Transfer Station**, this surcharge shall not apply.
- 2. Adjustment to Surcharge.** By the end of the first Quarter of each year, County will determine whether County requires modification to the Surcharge to account for increases or decreases in management costs. County shall Notify Franchisee of the new Surcharge, which will take effect July 1 of that year.
- 3. Payment.** Franchisee will pay the sum of the Surcharge for all eligible tonnage collected in unincorporated Mono County quarterly, no later than the first day of the second month immediately following the Quarter in which Franchisee rendered Franchise Services, as



required by Section 12.10.022 of the Mono County Code (for example, for the quarter ending on March 31, payment is due no later than May 1). With payment, Franchisee will additionally provide:

- (1) documentation in form and detail satisfactory to the Director showing the basis for calculating the Surcharge, together with additional information to calculate or verify the Surcharge that the Director may determine to be necessary; and
- (2) a representation and warranty as follows: "I represent and warrant, under penalty of perjury of the laws of the State of California, that I am familiar with the operations of D & S Waste Removal, Inc. and am responsible for keeping and maintaining its records, including tonnage collected by location, and I have reviewed the [INSERT DATE AND DESCRIPTION OF ACCOMPANYING SURCHARGE ACCOUNTING]. To the best of my knowledge and belief, the statement is true, correct and complete."

Documentation and representations and warranties filed by Franchisee are not deemed conclusive as to the information presented or statements made therein. Franchisee's submission of documentation and representations and warranties does not preclude County from taking additional measures and actions to collect Surcharge actually due and payable.

**4. Late Payment Charges.** If Franchisee does not fully and timely pay its Surcharge in accordance with Subsection (a)(3), then Franchisee shall pay a basic penalty of ten percent (10%) of the amount of the unpaid Surcharge plus interest equal to one and one half percent (1½ %) of the total of (i) the unpaid monthly charges and (ii) the basic penalty, for each month, or part of a month, that the monthly Surcharge has not been paid.

**5. County Audit.** County may, at its own expense and using a consultant of its choosing, audit the records of Franchisee and Franchisee must provide County with copies of records within two (2) weeks of County's request. If County's audit demonstrates to the satisfaction of County that the Surcharge paid by Franchisee to County was understated, then Franchisee will pay County both:

- (1) the amount of the understated Surcharge plus the late payment charges provided in Subsection (a)(4) within thirty (30) days following County's submission of the results of the audit to Franchisee, and
- (2) if County's audit demonstrates that the Surcharge paid by Franchisee was understated by more than Five Thousand dollars (\$5,000.00) or two percent (2%), whichever is less, County's Reimbursement Cost to conduct the audit.

**b. Solid Waste Permit Fee.** Franchisee will pay County any fee for Permits issued by County in the time, manner, and amount required by the Mono County Code or by resolution of the County Board.

### **13.03 Payment of Moneys Due County.**

Franchisee will pay all County Payment Obligations (i) on the date they are due pursuant to this Agreement; or (ii) if no date is provided in this Agreement, within twenty (20) days of County's demand.

If Franchisee has not fully and timely paid a County Payment Obligation within twenty (20) days of their due date, then County may seek, in accordance with Article 14, remedies for the amount of (i) the Payment Obligation, *plus* (ii) the Overdue Rate or, with respect to Surcharges, the late-payment charge set forth in Section 13.02.

### **13.04 Fee Disputes.**

**a. County's Notice of Dispute.** If County disputes any amount calculated by Franchisee in accordance with Section 13.02(a), then County will give Franchisee Notice of its dispute together with any request for additional information, identified with reasonable specificity, with respect thereto.

**b. Franchisee's Response.** Within seven (7) days of receiving County's Notice, Franchisee will respond to County's dispute and supply any requested information. If Franchisee does not respond within said time, then it will be deemed to concur with County. If Franchisee concurs or is deemed to concur, then it will promptly amend the disputed invoice.

**c. Dispute Resolution.** If County disagrees with Franchisee's response and County and Franchisee cannot reach agreement during an ensuing 15-day period following the Franchisee's response, then the Parties may agree to submit the matter for binding resolution by the Independent Expert in accordance with Article 9.

## **ARTICLE 14. BREACHES, DEFAULTS, DAMAGES, AND OTHER REMEDIES**

### **14.01 Certain Breaches and Damages.**

**a. Notice and Opportunity to Correct.** County entered into this Agreement with Franchisee in part based on Franchisee's demonstrated abilities, service quality, and responsiveness to Customers' and County's needs. It is County's hope to avoid exercising remedies set forth in this Agreement whenever possible by working with Franchisee informally to resolve Events of Default or other failures to satisfy the obligations set forth in this Agreement. Thus, County may, in its sole discretion, provide verbal notice to Franchisee of any Event of

Default or failure by Franchisee to satisfy the obligations set forth in this Agreement of which County becomes aware prior to pursuing other remedies set forth in this Agreement. If Franchisee corrects said Event of Default or failure to the satisfaction of the Director within the number of days provided, then County shall not pursue additional remedies for that occurrence. In addition, Franchisee shall have each of the opportunities to cure and/or correct Events of Default or other failures to satisfy the obligations of this Agreement set forth in Mono County Code section 12.10.023(E).

**b. Franchisee Reports.** In each Quarterly Report, Franchisee will certify to County that it has fully and timely met its Performance Obligations during the preceding Quarter. If Franchisee cannot so certify, then Franchisee will note those failures in its Quarterly Report and within thirty (30) days of submitting its Quarterly Report, pay damages listed in Exhibit 14.01 for each failure occurring after the first six (6) weeks following the Commencement Date.

**c. County Notice.** If County becomes aware at any time that Franchisee has not fully and timely met its Performance Obligations, then County may provide Franchisee with a Notice thereof specifying any damages that Franchisee must pay County in accordance with Exhibit 14.01 within ten (10) days of Notice, *unless* Franchisee contests payment of damages as provided in Subsection (d).

**d. Procedure for Review of Damage Obligations.** Within ten (10) days of the date of the Notice by County described in Subsection (c), Franchisee may contest imposition of damages by submitting documentary evidence to County demonstrating why Franchisee does not owe damages. County will use Reasonable Business Efforts to review Franchisee's evidence and render a written decision to Franchisee confirming or reversing the imposition of damages as soon as reasonably possible after receipt of the evidence. County's decision is final and binding and constitutes final Notice for the purposes of this Subsection (d).

**e. Damages Reasonable.** The Parties acknowledge that County has incurred considerable time and expense procuring this Agreement in order to secure an improved level of Collection service quality, accountability, and increased Customer satisfaction. Therefore, consistent and reliable Franchise Service and accountability is of utmost importance to County. County has considered and relied on Franchisee's representations as to its quality of service commitment in entering into this Agreement, and Franchisee's breach of its Performance Obligations represents a loss of bargain to County and Customers.

The Parties further recognize that quantified standards of performance and regular reporting to County regarding that performance are necessary and appropriate to ensure consistent and reliable Service, and if Franchisee fails to meet its Performance Obligations then County will suffer damages (including its Customers' inconvenience; anxiety; and frustration, criticism, and complaint by Customers; potential political pressure; lost the County Board and staff time; and loss of bargain secured through time-consuming and expensive procurement) and that it is and will be impracticable and extremely difficult to ascertain and determine the value thereof. In addition, if Franchisee fails to fully and timely satisfy its Performance Obligations or in the Event of Default, then the urgency of protecting public health and safety may necessitate that County enter into emergency or short-term arrangements for services without competitive procurement at prices

substantially greater than hereunder, and the monetary loss resulting therefrom is impossible to precisely quantify. Lastly, termination of this Agreement for Franchisee Default and other remedies provided hereunder are, at best, a means of future correction and not remedies that make County whole for past Breaches and Franchisee Defaults. Therefore, the Parties agree that the liquidated damages listed in Exhibit 14.01 represent a reasonable estimate of the amount of said damages, considering all of the circumstances existing on the Commencement Date, including the relationship of the sums to the range of harm to County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each Party specifically confirms the accuracy of the statements made above and the fact that each Party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

#### **14.02 Remedies Upon Default.**

**a. Remedy.** Upon the occurrence of an Event of Default, County has the following remedies:

**1. Termination.** County may terminate this Agreement or any portion of Franchisee's Performance Obligations. Prior to termination, County must give Franchisee a Notice stating the reason for the termination. County may terminate the Agreement

- (1) thirty (30) days following the date of the Notice; or
- (2) immediately following the date of the Notice if
  - (i) County determines that protection of public health and safety requires immediate termination;
  - (ii) Franchisee fails to maintain insurance, bonds, or other assurances of performance required under this Agreement;
  - (iii) Franchisee Violates law, as set forth in Section 10.12.023(E)(1)(e) of the Mono County Code.

**2. Suspension.** County may suspend all or a portion of this Agreement for up to thirty (30) days. During that 30-day period the Franchisee may demonstrate to the sole satisfaction of County that Franchisee can once again fully perform the Franchise Services. If Franchisee so demonstrates, then County's right to suspend or terminate the Agreement will cease and Franchisee may resume providing Franchise Services. If Franchisee does not so demonstrate, then County may terminate the Agreement and exercise any other rights and remedies under this Agreement. Prior to suspending all or a portion of this Agreement, County must give Franchisee a Notice stating the reasons for the suspension. County may suspend the Agreement, effective fifteen (15) days after the date of the Notice. If County determines that the suspension is necessary for the protection public health and safety, then County need not give Franchisee Notice but may

give Franchisee oral notice stating the reasons for the suspension, effective immediately. County will provide Franchisee with Notice confirming oral notice.

**3. Damages.** County may exercise its remedies of damages (including damages in accordance with Section 14.01).

**4. Equitable Relief.** County may exercise any other available remedies at law or in equity (including specific performance and injunctive relief). Franchisee acknowledges that County's remedy of damages for a breach of this Agreement by Franchisee may be inadequate for reasons including: (i) the urgency of timely, continuous and high-quality Solid Waste management service under this Agreement, including collection, transportation and/or transfer for disposal of putrescible wastes which constitute a threat to public health; and (ii) for all of the reasons set forth in Section 14.01(e). Therefore, County is entitled to all available equitable remedies, including specific performance or injunctive relief.

#### **14.03 Remedies Not Exclusive.**

County's rights and remedies in the Event of Default are not exclusive. Exercise of one remedy, including seeking damages, is not an election of remedies but is cumulative with any other remedies under this Agreement.

#### **14.04 Waivers.**

**a. County Waiver of Breach.** County's waiver of any breach or Event of Default will not be deemed to be a waiver of any other breach or Event of Default including those with respect to the same obligations under this Agreement. County's decision not to demand payment of damages will not be deemed a waiver of any Franchisee failure to satisfy any Performance Obligations. County's subsequent acceptance of any damages or other money paid by Franchisee, including damages, will not be deemed to be a waiver by County of any pre-existing or concurrent breach or Event of Default.

**b. Franchisee Waiver of Certain Defenses.** Franchisee acknowledges that it is solely responsible for providing Franchise Services and by this Agreement irrevocably and unconditionally waives defenses to the payment and satisfaction of its Performance Obligations under this Agreement based upon failure of consideration; contract of adhesion; impossibility or impracticability of performance; commercial frustration of purpose; or the existence, non-existence, occurrence or non-occurrence of any foreseen or unforeseen fact, event, or contingency

that may be a basic assumption of Franchisee with regard to any provision of this Agreement. However, Franchisee does not waive any defense of Uncontrollable Circumstances.

**14.05 Jurisdiction; Venue.**

- a. **Jurisdiction.** The Parties will bring any lawsuits arising out of this Agreement in State or Federal courts within the State of California, which will have exclusive jurisdiction over said lawsuits.
- b. **Venue.** Venue will be made and performed in courts sitting in Mono County.
- c. **Other.** The site of any other hearing or action, whether arbitration or non-judicial, of whatever nature or kind regarding this Agreement, will be conducted in Mono County.

**14.06 Costs.**

Franchisee agrees to pay to County County's Reimbursement Costs reasonably incurred by or on behalf of County enforcing timely payment or performance of Franchisee's obligations under this Agreement.

**14.07 Assurance of Performance.**

If Franchisee

- (1) is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing, or other concerted job action); or
- (2) appears in the judgment of County to be unable to regularly pay its bills as they become due; or
- (3) is the subject of a civil or criminal judgment or order entered by a federal, state, regional, or local agency for violation of an environmental or tax law,

and County believes in good faith that Franchisee's ability to timely and fully perform Franchise Services has been placed in substantial jeopardy, then County may, at its option and in addition to all other remedies it may have, demand from Franchisee reasonable assurances of timely and full performance under this Agreement. If Franchisee fails or refuses to provide reasonable assurances by the date required by County, then that failure or refusal will constitute an Event of Default in accordance with Section 12.10.023(E)(2)(b) of the Mono County Code.

**ARTICLE 15. FRANCHISEE'S OBLIGATIONS UPON EXPIRATION OR  
TERMINATION**

**15.01 Pay Outstanding Amounts.**

Franchisee will pay County any County Payment Obligations or other amounts then accrued and payable.



## **15.02 Cooperation During Transition.**

If Franchisee is not awarded an agreement to continue to provide Franchise Services following the expiration or termination of this Agreement, then Franchisee will reasonably cooperate with County and the succeeding Franchisee(s), contractor(s), licensee(s), permittee(s), or other Person(s) providing Solid Waste Handling Services to assure a smooth, efficient, orderly, timely, and effective transition from Franchise Services to those Solid Waste Handling Services, including transfer of Records; complete routing information, route maps, vehicle fleet information, and Customer billing lists, upon request of County; providing other Records and reports required by this Agreement; and coordinating with County and any subsequent Franchisee(s), contractor(s), licensee(s), permittee(s), or other Person(s) with respect to exchanging Containers. Franchisee will not remove a Container from any Customer's premises until the earlier of: (1) the date replacement containers are provided to the Customer, or (2) 3 weeks after the expiration or termination of this Agreement. THIS OBLIGATION OF FRANCHISEE WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **ARTICLE 16. THE PARTIES**

### **16.01 Franchisee is Independent Contractor.**

Franchisee will perform Franchise Services as an independent contractor engaged by County and not as officer, agent, servant, employee, or partner of County nor as a joint venture with County. No employee or agent of Franchisee is deemed to be an employee or agent of County. Franchisee will have the exclusive control over the manner and means of performing Franchise Services and meeting its Performance Obligations and over all Persons performing Franchise Services. Use of the word "direct" in this Agreement signifies County's right to require Franchisee's compliance with County directions, but will not be construed to signify County control over the manner and means of performing Franchise Services. Franchisee is solely responsible for the acts and omissions of its officers, employees, contractors, subcontractors, and agents, none of which is deemed to be an officer, agent, servant, or employee of County. Neither Franchisee nor its officers, employees, contractors, subcontractors, and agents will obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrue to County employees and Franchisee expressly waives any claim it may have or acquire to said benefits.

### **16.02 Parties in Interest.**

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the Parties and their representatives, successors, and permitted assigns.

### **16.03 Binding on Successors.**

The provisions of this Agreement will inure to the benefit of and be binding on the successors and permitted assigns of the Parties.

### **16.04 Further Assurances.**

Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

### **16.05 Actions of County in Its Governmental Capacity.**

Nothing in this Agreement is interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

### **16.06 Franchisee's Obligations Performed at Its Sole Expense.**

Franchisee will perform Franchise Services solely for the compensation expressly provided for in this Agreement. Franchisee acknowledges that it will not receive any form of payment or other consideration from County for its performance under this Agreement except for the grant of the franchise under this Agreement. Franchisee will instead look solely to its Customers to compensate Franchisee for providing all Franchise Services and satisfying its Performance Obligations.

### **16.07 Parties' Representatives.**

**a. County Representative.** The County Representative is the Director unless otherwise named by the County Board from time to time upon Notice of County Representative to Franchisee. The County Representative is authorized to act on behalf of County in the administration of this Agreement and, unless otherwise specified, may take all actions set forth in this Agreement except termination, extension, amendment, and assignment consent, without action by the County Board.

**b. Franchisee Representative.** The Franchisee Representative is Darrol Brown, as may be changed from time to time upon Notice of Franchisee Representative to County. The Franchisee Representative is authorized to act on behalf of Franchisee in the performance under this Agreement.

#### **16.08 Due Diligence.**

Franchisee acknowledges that County may be subject to statutory fines or penalties for failure to achieve mandated waste diversion levels and that waste management is a public health and safety concern. It agrees that it will exercise due diligence in performing Franchise Services.

#### **16.09 Subcontracting.**

Franchisee may not Subcontract any portion of the Franchise Services, including the provision of Carts and Containers, set forth in this Agreement. Franchisee may engage any number of Subcontractors providing goods or services that do not comprise Franchise Services or the provision of Carts and Containers (e.g., billing services, equipment, maintenance). Franchisee will not subcontract in a manner that effectuates an assignment of this Agreement, unless the requirements of Section 12.10.023 of the Mono County Code and the provisions of this Agreement (including Section 17.01) related to assignment are met.

Franchisee must direct the work of Franchisee's Subcontractors. Franchisee is solely responsible for paying any compensation due or payable to Franchisee's Subcontractors. County may require Franchisee to remove any Subcontractor for good cause. Subcontractors' failure to satisfy its subcontracted obligations (including violation of Applicable Law) is a failure by Franchisee and County may exercise any or all of the rights and remedies available to County under this Agreement with respect to Franchisee.

**"Subcontractor"** includes any Person, including Affiliates, that provides goods or services that do not comprise Franchise Services or the provision of Carts and Containers but are related to the provision of Franchise Services, whether pursuant to formal, written agreement or merely in fact. **"Subcontract"** means any arrangement, formal or informal, written or otherwise, between Franchisee and a Subcontractor for providing goods or services related to the provision of Franchise Services.

In its Annual Report, Franchisee will disclose to County the name of all Subcontractors, the amount goods or services related to the provision of Franchise Services that each Subcontractor provides to Franchisee, and a description of Franchisee's relationships to each Subcontractor (including ownership interests).

#### **16.10 No Use of County Name.**

Franchisee will not do business as or use a corporate, partnership, venture, or other formal name, containing the words "Mono" or "County" or implying County ownership *although* upon County direction, Franchisee will use County's name in its public relations signage.

## ARTICLE 17. ASSIGNMENT AND AMENDMENTS

### 17.01 Assignment.

**a. County Assignment.** County may assign this Agreement to a joint powers authority, a sanitation district, or other public entity succeeding to the major portion of County's solid waste management rights and obligations. County may also assign this Agreement to any other Person, with Franchisee's consent, upon County's determination that the assignee is financially capable of meeting County's obligations under this Agreement.

**b. Franchisee Assignment.** Franchisee acknowledges that the experience and expertise of Franchisee are material considerations of County in entering into this Agreement with Franchisee. Franchisee may not Assign this Agreement except in accordance with Section 12.10.23(C) of the Mono County Code. Franchisee may not circumvent County's Assignment consent rights in practical effect by securing goods or services from a Subcontractor that would be itself subject to "assignment," where "Subcontractor" is substituted for "Franchisee" in the definition of "Assign" in Subsection 17.01(c).

**c. Assign. "Assign" includes:**

- (1) selling, exchanging, or otherwise transferring effective control of management of the Franchisee (through sale, exchange, or other transfer of outstanding stock or otherwise);
- (2) issuing new stock or selling, exchanging, or otherwise transferring twenty percent (20%) or more of the then outstanding common stock of the Franchisee;
- (3) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance, or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction which results in a change of Ownership or control of Franchisee;
- (4) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of an execution, being levied against Franchisee, appointment of a receiver taking possession of any of Franchisee's tangible or intangible property;
- (5) substitution by a surety company providing any performance bond in accordance with Section 11.03 of another Person for Franchisee to perform Franchise Services;
- (6) sale or transfer of fifty percent (50%) or more of the value of assets of Franchisee except for sales or transfers to parents, grandparents, siblings, children, and grandchildren of persons having a shareholder or other equity interest in Franchisee as of the date of this Agreement ("Immediate Family") or trust created primarily to benefit members of the Immediate Family; and

- (7) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of Ownership or control of Franchisee.

## **17.02 Amendments.**

The Parties may change, modify, supplement, or amend this Agreement only upon written agreement duly authorized and executed by both Parties. However, wherever reports, forms, protocols, or other documents are attached to this Agreement as attachments to an Exhibit, County Representative and Franchisee Representative may edit and revise them upon their agreement or otherwise provided in the related Sections of this Agreement, evidenced in writing *unless* this Agreement specifically requires approval by the County Board pursuant to resolution or otherwise.

## **ARTICLE 18. NOTICES, CONSENTS, APPROVALS, ETC.**

### **18.01 Notices.**

**a. Written.** The Parties must present and express all reports, demands, requests, directions, selections, option exercises, orders, requests, proposals, reviews, comments, acknowledgments, approvals, consents, waivers, certifications, and other communications made to each other under this Agreement in writing. Notice by County to Franchisee of a missed pick-up (i.e., non-collection) or a Customer problem or complaint may be given to Franchisee orally by telephone at Franchisee's local office with written confirmation sent to Franchisee within twenty-four (24) hours of the oral notification.

**b. Manner.** The Parties must provide Notices at the address provided in Subsection (c), in any of the following manners:

- (1) by e-mail or facsimile promptly followed by delivery described in following items (2), (3) or (4);
- (2) personal delivery to a representative of the Parties, with signed receipt;
- (3) deposit in the United States mail, first class postage prepaid (certified mail, return receipt requested); or
- (4) deposit with a commercial delivery service providing delivery verification.

**c. Address.**

<p>If to County:</p> <p>Mono County Public Works Department Attn: Solid Waste Superintendent 74 North School Street P.O. Box 457 Bridgeport, CA 93517</p> <p>Telephone: (760) 932-5440 Facsimile: (760) 932-5441</p>	<p>If to Franchisee:</p> <p>D &amp; S Waste Removal, Inc. Attn: Darrol Brown 3 U.S. Highway 95A East P.O. Box 834 Yerington, NV 98447</p> <p>Telephone: (775) 463-3090 Facsimile: [PLACEHOLDER]</p>
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The Parties may change their contact information above upon Notice to the other Party.

**18.02 Consents and Approvals.**

The County Representative is authorized to act on behalf of County in the administration of this Agreement and, unless otherwise specified, may take all actions set forth in this Agreement except termination, amendment, extension, and assignment consent, without action by the County Board.

**18.03 Exercise of Discretion by County.**

Recognizing the essential public health and safety protections this Agreement serves, where this Agreement specifically provides that the exercise of any Discretionary Action is in County's sole, exclusive, or absolute discretion, control, or judgment, that exercise of discretion is deemed reasonable and the Franchisee will not question or challenge County's exercise thereof. County will exercise any approval, disapproval, consent, option, discretion, election, opinion, or choice under this Agreement or interpretation of this Agreement in a manner that is reasonable.

**ARTICLE 19. EXECUTION OF AGREEMENT**

**19.01 Authority to Execute.**

County warrants that the officers listed below have been duly authorized by County to execute this Agreement on behalf of County. Franchisee warrants that the individuals listed below have been duly authorized by the Franchisee to execute this Agreement on behalf of the Franchisee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and entered as of the last date indicated below:

COUNTY OF MONO

D & S WASTE, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM :

\_\_\_\_\_  
Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT :

\_\_\_\_\_  
Mono County Risk Manager





## **EXHIBIT 1.01: DEFINITIONS**

**“Act”** means the California Integrated Waste Management Act set forth in California Public Resources Code at Sections 40000 *et seq.*

**“Affiliate” or “Affiliates”** means all businesses (including corporations, limited and general partnerships, and sole proprietorships) which are directly or indirectly related to Franchisee by virtue of direct or indirect Ownership interests or common management, including a business in which Franchisee has a direct or indirect Ownership interest, a business which has a direct or indirect Ownership interest in Franchisee and/or a business which is also Owned, controlled or managed by any business or individual which has a direct or indirect Ownership interest in Franchisee.

**“Agreement”** means this Agreement, including all exhibits and attachments which are incorporated herein by reference, as this Agreement may be amended and supplemented pursuant to Section 17.02.

**“Annual Report”** means the report described in Section 10.02(b).

**“Applicable Law”** means all laws, statutes, rules, regulations, guidelines, Permits, actions, determinations, orders, or requirements of the United States, State of California, County (including its County Code together with rules and regulations promulgated thereunder and County’s Integrated Waste Management Plan), the Local Enforcement Agency, California Highway Patrol, applicable Air Quality Management District, and other regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern Franchise Services or the performance of the Parties’ respective obligations under this Agreement, including any of the foregoing which concern health, safety, fire, mitigation monitoring plans, building codes, zoning, and further including:

### **1. Vehicles:**

- (i) Section 43000 *et seq.* of the California Health and Safety Code with respect to air emissions (smog checks);
- (ii) Section 27456b of the California Vehicle Code with respect to tires;
- (iii) Section 34500 *et seq.* of the California Vehicle Code with respect to documentation through its maintenance log or otherwise of a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code as applicable to each Vehicle, including bi-annual “BIT” inspections conducted by the California Highway Patrol;
- (iv) rules and regulations promulgated under the California Vehicle Code with respect to Vehicle highway lighting, flashing and warning lights, clearance lights, and warning flags;

- (v) rules and regulations of the California Department of Motor Vehicles with respect to Vehicle registration;
- (vi) Vehicle weight limits;
- (vii) the appropriate class of drivers' licenses issued by the California Department of Motor Vehicles;
- (viii) Control Measure for Diesel Particulate Matter from On-Road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicles, 13 CCR § 2020 *et seq.*;
- (ix) 14 CCR §§ 17341, 17342, 17343 and 17344, with respect to equipment construction, safety and parking and identification of operating equipment.

**2. Containers:**

- (i) 14 CCR § 17314 with respect to maintenance and placement of containers;
- (ii) 14 CCR § 17317 with respect to placing identifying name and telephone number on containers.

**3. Labor:**

- (i) drug and alcohol testing;
- (ii) the Occupational Safety and Health Act (29 U.S.C. Section 651 *et seq.*), including the Solid Waste Disposal Facility Criteria promulgated by the U.S. EPA on October 9, 1991 (40 CFR, Parts 257 and 258); and the California Occupational Safety and Health Act (California Labor Code, Division 5, Parts 1-10, Section 6300 *et seq.*), and rules and regulations of California Division of Occupational Safety and Health;
- (iii) the Immigration Reform and Control Act of 1986 (PL.99-603);

**4. Environmental protection:**

- (i) CERCLA;
- (ii) RCRA;
- (iii) Clean Air Act (42 U.S.C. Section 1351 *et seq.*, 42 U.S.C. Section 7401-7642); and the California Clean Air Act (Health & Safety Code Sections 1251 *et seq.* and Health and Safety Code Sections 39000 *et seq.*);
- (iv) California Hazardous Waste Control Act (California Health & Safety Code, Section 25100 *et seq.*);

- (v) California Hazardous Materials Release Response Plan and Inventory Act (California Health & Safety Code, Division 20, Chapter 6.95, Section 25500 *et seq.*);
- (vi) Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*);
- (vii) Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 *et seq.*); and

**5. Miscellaneous:**

- (i) County Lobbyist Ordinance;
- (ii) Civil Rights Act of 1964 (Subchapter VI or Chapter 21 of Title 42);
- (iii) California Integrated Waste Management Act; and
- (iv) Mono County Code.

**“Bear Carts”** means wheeled containers having a capacity of either 35, 64, or 95/96 gallons supplied by Franchisee for Collection of Customers’ Solid Waste for Residential Customers and Commercial Customers located with a Bear-Resistant Container Area that provides adequate protection against bears and other wildlife and is certified bear-resistant by the Interagency Grizzly Bear Committee or complies with standards agreed upon by Franchisee and County in one or more addenda to this Agreement.

**“Bins”** means metal containers supplied by Franchisee for Collection of Commercial or Residential Customers’ Solid Waste (also commonly referred to as “dumpsters”).

**“Board”** or **“County Board”** means the Mono County Board of Supervisors.

**“Bulky Waste”** means Solid Waste that cannot be contained within a Residential Customer’s Cart, such as

- (1) furniture (including chairs, sofas, mattresses and rugs);
- (2) appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, small household appliances, and other similar items commonly known as **“white goods”**);
- (3) large Yard Wastes (including wood waste, tree branches, scrap wood); and
- (4) tires.

**“Carts”** means wheeled containers having a capacity of either 35, 64, or 95/96 gallons supplied by Franchisee for Collection of Customers’ Solid Waste.

**“C&D Waste”** means used or discarded construction materials, packaging, and rubble removed from a premises during the construction or renovation of a structure resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures.

**“CERCLA”** means the Comprehensive Environmental Response, Compensation and Liability Act of 1982 (42 U.S.C. § 9601 *et seq.*).

**“Collect”** or **“Collection”** or other form thereof refers to Solid Waste pickups made by Franchisee as required by and in compliance with the provisions of this Agreement.

**“Commencement Date”** means the later date of execution by the Parties indicated on the execution page of this Agreement.

**“Commercial”** or **“Commercial Premises”** means a premise that is not Residential, including premises where business activity is conducted, including offices, retail sales, services, institutions, wholesale operations, food service, manufacturing and industrial operations, public property, and facilities but excluding businesses conducted upon residential premises that are permitted under applicable zoning regulations and are not the primary use of the property. Commercial Collection Services are described in Section 4.01c(2).

**“Commercial Set-out Site”** is defined in Section 4.01(c)(2)(i).

**“Containers”** means the Carts, Bear Carts, Bins, or Roll-offs from which Franchisee must Collect Solid Waste.

**“Contract Year”** means the calendar year, commencing January 1 and ending December 31.

**“County”** means County of Mono, a political subdivision of the State of California, or any governmental entity which may hereinafter assume waste management obligations of County, including any joint exercise of powers authority or other similar public entity with which County participates or contracts with, established to provide solid waste management services or meet Solid Waste diversion requirements under Applicable Law. For the purposes of Indemnities, “County” also means its officers, employees, agents, franchisees, attorneys, administrators, affiliates, representatives, servants, insurers, heirs, assigns and any successor or successors to County’s interest.

**“County Code”** or **“Code”** means the Mono County Code, including Title 12.

**“County Office Hours”** means 8 a.m. to 5 p.m. on County Working Days.

**“County Payment Obligations”** means monetary amounts due and payable to County, or claims by County for those amounts, including those listed under Sections 13.02 and 14.01, any County

Reimbursement Costs, and any amounts accrued and payable upon termination of the Agreement in accordance with Section 15.01.

**“County Reimbursement Costs”** means Direct Costs incurred by County plus ten percent (10%).

**“County Working Days”** means days on which County administrative offices are open to the public.

**“Customer(s)”** means the generators (including owners, tenants, occupants, and/or persons having the care or control of any premises within County) of Solid Waste to which Franchisee is required to provide Franchise Services.

**“Day”** or **“Days”** means calendar days.

**“Delivery Obligations”** means Franchisee’s obligation to deliver Solid Waste to the Designated Disposal Facility as set forth in Section 7.01.

**“Designated Disposal Facility”** means the Benton Crossing Landfill, located at 899 Pit Road in Mono County.

**“Direct Costs”** are actual costs incurred, including staff, equipment, materials, overhead, and other costs reasonably expended in the performance of an activity, certified by an authorized financial officer of the Party submitting a payment demand therefor.

**“Director”** means the Director of County Department of Public Works or his or her designee.

**“Diversion Facility”** is defined in Section 6.01(a).

**“Divert,” “Diverted,” “Diversion”** or other form thereof is defined in Section 6.01(a).

**“Diverted Recyclables”** is defined in Section 6.01(a).

**“Event of Default”** means an Event of Default listed in Section 12.10.023(E)(1) of the Mono County Code, or failure by the Franchisee to deliver solid waste to the Designated Disposal Facility, in accordance with Section 7.01 of this Agreement.

**“Franchise Services”** means all Performance Obligations of Franchisee to Customer under Article 4.

**“Franchise Area”** means the unincorporated area of County of Mono, excluding that portion of County known as “Oasis” and described in Exhibit 4.01a.

**“Franchisee”** means D & S Waste Removal, Inc. and any assignee thereof consented to by County in accordance with Section 17.01. For purposes of Indemnities, Franchisee also means

Franchisee's employees, officers, agents, subcontractors, and consultants performing or responsible for performing Franchise Services; provided that only signatory D & S Waste Removal, Inc., a Nevada corporation, is obligated to provide indemnities and those employees, officers, agents, subcontractors, and consultants will not be liable therefor as individuals.

**“Franchisee’s Reimbursement Costs”** means the rate listed on Franchisee’s current fee schedule or, if not listed on the fee schedule, then Franchisee’s Direct Costs plus ten percent (10%).

**“Gate Fee” or “Tipping Fee”** means the rate charged upon materials accepted at County-owned Satellite Transfer Stations or Landfills.

**“Gross Revenues”** means any and all revenue or compensation in any form derived directly or indirectly by Franchisee, its Affiliates, subsidiaries, parents, or any other entity in which Franchisee has a financial interest in collecting, transporting, arranging, handling, and/or disposing of franchised Solid Waste generated in the Franchise Area. Gross Revenues does not include revenue from the sale of Recyclable Materials.

**“Hazardous Waste”** means “hazardous waste” as defined in Section 12.02.020 of the Mono County Code defining Unpermitted Waste.

**“Holidays”** means those days of each year when the Designated Disposal Site is closed, plus any additional days designated by Franchisee as Holidays, with the approval of County.

**“Household Hazardous Waste”** means any Unpermitted Waste generated incidental to owning or maintaining a place of residence, excluding any Unpermitted Waste generated in the course of operation of a business concern at a residence, in accordance with Section 25218.1 of the California Health and Safety Code.

**“Indemnities”** means all defenses and indemnities under this Agreement.

**“Independent Expert”** is the Person selected in accordance with Section 9.01(a).

**“Liabilities”** includes: liabilities, lawsuits, claims, complaints, causes of action, citations, investigations, judgments, demands, clean-up orders, damages (whether in contract or tort), including

- (1) personal injury to or death of, at any time, Franchisee’s employees, Subcontractors, County, or the public;
- (2) property damage of Franchisee, Subcontractors, County, or the public;
- (3) costs and expenses, (including all costs and expenses of litigation, mediation or arbitration, attorneys fees, whether County’s or Franchisee’s staff attorneys or outside attorneys, and court costs);
- (4) losses;

(5) fines;

- (6) penalties; and
- (7) other detriments of every nature and description whatsoever,

whether under State of California or federal Applicable Law; and **Liabilities** arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

**“Non-Collection Notice”** means either:

- (1) Verbal notice by Franchisee to Customer given within twenty-four (24) hours of the non-collection of Solid Waste from a Customer’s Set-out Site on the Regularly-Scheduled Collection Day notifying the Customer of the reason for the non-collection and notifying the Customer of how the non-collection will be remedied (e.g., the manner in which materials should be prepared by the Customer for collection or the date of rescheduled Collection); or
- (2) if directed by County, a 3-part (no carbon required) form with a cardstock backing (or other form approved by County) left by Franchisee for Customers at the times, in the events and in the manner described in Section 4.04 which contains, at a minimum:
  - a. the date and time it is given;
  - b. the complete address of the premises;
  - c. the reason for the non-collection;
  - d. the name of Franchisee’s employee who prepared the notice;
  - e. the manner in which materials should be prepared for collection; and
  - f. printed in English and Spanish.

Franchisee will leave a hard (cardstock) copy with the Customer, will retain one copy, and will transmit one copy to the Director on the next weekday which is not a Holiday.

**“Notice”** or **“Notify”** or other variation thereof means notice given in accordance with Section 18.01.

**“Office”** or **“Franchisee’s Office”** means the administrative office of Franchisee and identified by Franchisee to County.



**“Office Hours”** or **“Franchisee’s Office Hours”** means 8:00 a.m. to 5:00 p.m., Monday through Friday.

**“Overdue Rate”** means ten percent (10%) per annum.

**“Own”** or **“Ownership”** or other forms thereof means constructive ownership under the provisions of Section 318(a) of the Internal Revenue Code of 1986 (26 U.S.C. Section 318), as in effect on the date here, except that (i) ten percent (10%) is substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) is disregarded. Where the Ownership interest is less than ten percent (10%), that interest is disregarded, and percentage interests is determined on the basis of the percentage of voting interest or value which the Ownership interest represents, whichever is greater.

**“Party”** and **“Parties”** refers to County and the Franchisee, individually and together.

**“Performance Obligations”** means Franchisee’s liabilities and obligations under this Agreement.

**“Permits”** means all federal, State, County, other local, and any other governmental unit permits, orders, licenses, approvals, authorizations, consents, and entitlements that are required under Applicable Law to be obtained or maintained by any Person with respect to Franchise Services.

**“Person”** includes any individual, firm, limited liability company, association, organization, partnership, industry, public or private corporation, trust, joint venture, the United States, the State, a County (excluding Mono County), a municipality, special purpose district, or any other entity whatsoever.

**“Procurement Proceedings”** means any memorandums, meetings, correspondence, telephone calls, field trips, draft documents, and the County Board sessions with respect to the planning, development, drafting negotiation and execution of this Agreement.

**“Prompt,” “Promptly,”** and variations thereof mean as soon as possible, but not less than two (2) days, unless otherwise specified.

**“Quarter”** means any of the 3-month periods identified in Exhibit 10.02a.

**“Quarterly Reports”** means reports described in Section 10.02(a).

**“Records”** are defined in Section 10.01(a).

**“Recyclables”** means materials that have been separated by the generator from the Solid Waste stream prior to disposal or which have been separated from the solid waste stream after disposal for the purpose of creating raw materials from which new products will be made or for the purpose of reusing them as a used or reconstituted product. Recyclables includes Yard Waste.

**“Reasonable Business Efforts”** means those efforts a reasonably prudent business Person would expend under the same or similar circumstances in the exercise of that Person’s business judgment,

intending in good faith to take steps calculated to satisfy the obligation which that Person has undertaken to satisfy.

**“Refuse”** means Solid Waste comprised of rubbish, trash, and garbage.

**“Regularly-Scheduled Collection Day”** means Regularly-Scheduled Residential Collection Day and Regularly-Scheduled Commercial Collection Day.

**“Regularly-Scheduled Commercial Collection Day”** is defined in Section 4.01(c)(2)(iv).

**“Regularly-Scheduled Residential Collection Day”** is defined in Section 4.01(c)(1)(iv).

**“Residential”** means any residential premises in Mono County such as single family, duplex, triplex, mobile home, multi-family, apartment, stock cooperative, and condominium residences in the unincorporated area of Mono County, excluding hotels, motels, and automobile courts, that subscribe to Residential Collection Service. Residential Collection Services are described in Section 4.01(c)(1).

**“Residential Set-out Site”** means the edge of the driveway in front of a Residential Premise or, if there is no accessible driveway, such other location as agreed to between the Residential Customer and Franchisee and specified in the Subscription Order.

**“Roll-offs”** means Containers designed for disposal of Solid Waste loaded onto and discharged from tilt-frame trucks or trailers at the Solid Waste generation site by winch or similar means. Such Containers are also commonly referred to as “debris boxes.”

**“Service Asset Documents”** are defined in Section 14.08(h).

**“Service Assets”** means all property of Franchisee used directly or indirectly in performing Franchise Services, including Vehicles, Containers, maintenance equipment and facilities, administrative equipment, and offices and related supplies.

**“Service Day”** means weekdays and Saturday, other than Holidays.

**“Service Fee(s)”** means those fees charged to Customers by Franchisee for Franchise Services.

**“Set-out Site”** means Residential Set-out Site and Commercial Set-out Site.

**“Solid Waste”** means solid waste defined in Chapter 12.02.020 of the Mono County Code that Franchisee is obligated to Collect pursuant to this Agreement, including Refuse, Bulky Waste, and C&D Waste.

**“Solid Waste Handling Services”** has the meaning defined in Section 12.02.020 of the Mono County Code.

**“Subscription Orders”** are described in Section 4.10.

**“Surcharge”** means the fee described in Section 13.02(a).

**“Suspect Categories”** means race, color, religion, national origin, ancestry, age, physical handicap, medical condition, marital status, sex/gender, or sexual orientation.

**“Term”** is the period beginning on the Commencement Date and ending on the earlier of the expiration of the Agreement in accordance with Section 3.01 or termination of the Agreement in accordance with Article 14.

**“Uncontrollable Circumstance(s)”** means “uncontrollable circumstances” as defined in Section 12.10.023(E)(6) of the Mono County Code.

**“Unpermitted Waste”** is defined in Section 12.02.020 of the Mono County Code.

**“Unpermitted Waste Screening Protocol”** is prescribed in Section 5.06 and contained in Exhibit 5.06.

**“Vehicles”** means all trucks (including trucks providing Residential and Commercial Collection of Solid Waste, Bulky Waste, and litter pickup; and field supervisors’ and administrators’ vehicles), rolling stock and other vehicles used to provide Franchise Services (including Collection as well as repair and maintenance), whether owned or leased by Franchisee.

**“Violate,” “Violates,” or “Violation”** is defined in Section 12.10.023(E)(1)(c) of County Code.

**“Yard Waste”** is defined in Section 12.02.020 of County Code.

## **EXHIBIT 2.01: FRANCHISEE'S REPRESENTATIONS AND WARRANTIES**

**a. Status.** Franchisee is a corporation duly organized, validly existing and in good standing under the laws of the State of California or the State of Nevada and is qualified to do business in the State of California.

**b. Authority and Authorization.** Franchisee has full legal right, power, and authority to execute and deliver this Agreement and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Franchisee and constitutes a legal, valid and binding obligation of the Franchisee enforceable against the Franchisee in accordance with its terms.

**c. No conflicts.** Neither the execution nor delivery by the Franchisee of this Agreement, the performance by the Franchisee of its Performance Obligations, nor the fulfillment by the Franchisee of the terms and conditions of this Agreement: (i) conflicts with, violates, or results in a breach of any Applicable Law; (ii) conflicts with, violates, or results in a breach of any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority, or any agreement or instrument to which the Franchisee or any of its Affiliates is a party or by which the Franchisee or any of its Affiliates' properties or assets are bound, or constitutes a default thereunder.

**d. No approvals required.** No approval, authorization, license, permit, order, or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency, or instrumentality is required for the valid execution and delivery of this Agreement by the Franchisee, except as has been duly obtained from its Board of Directors or other governing body or Person.

**e. No litigation.** As of the Commencement Date, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality pending or, to the best of the Franchisee's knowledge, threatened, against the Franchisee wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would materially adversely affect the performance by the Franchisee of its Performance Obligations or in connection with the transactions contemplated by this Agreement, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Franchisee in connection with the transactions contemplated by this Agreement.

**f. Due Diligence.** Franchisee has made an independent investigation, examination, and research satisfactory to it of the conditions and circumstances surrounding the Agreement and best and proper method of providing Franchise Services (including Franchise Service types) and labor, equipment, and materials for the volume of Franchise Services to be provided. Franchisee agrees that it will make no claim against County based on any estimates, statements, or interpretations made by any officer, employee, agent, or consultant of County in connection with the procurement of this Agreement that proves to be in any respect erroneous.

**g. Compliance with Applicable Law.** Franchisee has fully complied with all Applicable Law, including without limitation law relating to conflicts of interest, in the course of procuring this Agreement.

**EXHIBIT 4.01a: SERVICE AREA**

[SEE MAP OR LEGAL DESCRIPTION OF THE SERVICE AREA ATTACHED TO THIS EXHIBIT.]

## **EXHIBIT 4.01b: BEAR-RESISTANT CONTAINER REQUIREMENT AREA**

This Exhibit depicts the areas for which Bear Carts must be provided to all Residential Customers and for which Commercial Customers must receive bear-resistant containers to the satisfaction of County, as described in Section 4.01(2)(iii).

Bear-Resistant Containers must be provided to all Residential and Commercial Customers located west of 395 or located within 3 miles to the east of 395.

**EXHIBIT 4.05e: CUSTOMER COMPLAINT AND BILLING DISPUTE RESOLUTION  
PROTOCOL**

Franchisee's Customer complaint and billing dispute resolution protocol is attached to this Agreement.



## **EXHIBIT 5.02g: SERVICE ASSET INVENTORY**

Attached to this Exhibit is an inventory of Service Assets, whether new or used, owned or leased by Franchisee, including:

- (1) maintenance yards and facilities; the Office and any other administrative and customer service offices (together with equipment therein),
- (2) Vehicles described by type (i.e., manufacture and model number for cab, chassis and body; and descriptive notation said as front end loader, compactor, etc.), number, DMV license number, the age of the chassis and body; type of body (open-top, closed etc.); type of fuel used; feed and practical or net capacity, including bins or compartments, as applicable; weight; the date of acquisition; the maintenance and rebuilt status; lease or installment purchase information; warranty information;
- (3) Containers described by volume, size, and specifications; and
- (4) computer hardware and software for billing, required record-keeping, inventory, and maintenance and repair records.

## **EXHIBIT 5.06: UNPERMITTED WASTE SCREENING PROTOCOL**

Franchisee will screen all loads of Solid Waste for Unpermitted Waste by causing its drivers to observe, directly or through mirrors or other mechanism(s), the tipping of Containers into Vehicles at the point of Collection. Franchisee will employ direct visual inspection where necessary and appropriate. Franchisee will conduct on-going training of its drivers, mechanics, dispatchers, and other support personnel in Unpermitted Waste recognition and safety procedures, including notification of County as described below. Franchisee will carry in its Vehicles literature developed by County pertaining to the proper handling of Unpermitted Wastes. Such literature will be left by Franchisee with its Customers upon Customer request, upon identification of Unpermitted Waste, or upon request by County. Notwithstanding anything herein to the contrary: (a) Franchisee shall have no obligation to collect any material which is or contains, or which Franchisee reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Franchisee finds what reasonably appears to be discarded Excluded Waste, Franchisee shall promptly notify the County and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Franchisee inadvertently collects or disposes of such Excluded Waste.

Franchisee will additionally comply with the following requirements in handling Unpermitted Waste that is Hazardous Waste:

- (1) Driver will immediately notify its dispatch center (“Dispatch”) and take immediate and appropriate action to contain and isolate said load;
- (2) Dispatch will immediately notify the Franchisee’s field supervisor;
- (3) Dispatch will immediately contact the Environmental Health Division of the Mono County Health Department, or if those offices are closed, County Emergency Communications Center;
- (4) Depending on the amount and identity of the Hazardous Waste involved, Franchisee will at its option either (i) segregate and containerize the Hazardous Waste in preparation for manifesting and transport or (ii) contact a permitted Hazardous Waste transport company to assist therein. Franchisee will ensure that an authorized official of Franchisee is available in person or by telephone at all times to authorize the expenditure of funds, if necessary, for Hazardous Waste cleanup. Franchisee will transport any Hazardous Waste it chooses to transport in accordance with Applicable Law, including but not limited to the following:
  - (i) the regulations of the Department of California Highway Patrol (Title 13, Code of California Regulations or “CCR”);
  - (ii) regulations of the federal Department of Transportation (DOT) (Title 49, Code of Federal Regulations);

- (iii) regulations of the U.S. Environmental Protection Agency (Title 40, Code of Federal Regulations);
- (iv) the regulations of the California Occupational Health and Safety Administration (Title 8, CCR); and

- (v) the regulations of the California Department of Toxic Substances Control (Title 22, CCR).
- (5) No later than the next County Working Day following its occurrence, Franchisee will orally notify the Director of the incident and its status and/or ultimate disposition. Franchisee will provide a written incident report to the Director within fourteen (14) days. The report will include the following: (i) the date and time of the occurrence; (ii) name of driver; (iii) description of hazardous materials; (iv) origin of the hazardous material (if identifiable); (v) observations made and actions taken by Driver and/or Field Supervisor; (vi) the status and/or ultimate disposition of the material; and (vii) any additional relevant comments.

At least once per Contract Year, Franchisee will provide Notice to its Customers indicating the locations where Unpermitted Waste may be delivered for proper management and processing.

Franchisee will make available to County promptly upon request all Records, including plans and/or other documents maintained by Franchisee with respect to Unpermitted Waste in accordance with Applicable Law.

In lieu of compliance with the above Unpermitted Waste Screening Protocol, Franchisee may provide County with a copy of an Unpermitted Waste Screening Protocol it has developed containing procedures in accordance with applicable law for handling Unpermitted Waste that is hazardous waste that is no less stringent than the Protocol set forth in this Exhibit 5.06. Upon approval by the Director, Franchisee's Unpermitted Waste Screening Protocol shall replace the Protocol set forth herein.



## **EXHIBIT 10.01a: RECORDS**

Franchisee will collect, record, and maintain, at a minimum, the information specified in this Exhibit 10.01a, indicating the date and the day of the week of the event reported. Franchisee will provide the following information to County promptly upon written request by County.

1. Tonnage. Franchisee will collect, record, and maintain information regarding the tonnage of:
  - (a) Residential and Commercial Solid Waste;
  - (b) Recyclables;
  - (c) Bulky Waste; and
  - (d) C&D Wastecollected and delivered to the Designated Disposal Facility, including the following information:
  - (a) route numbers;
  - (b) truck numbers;
  - (c) Designated Disposal Facility's certified weight ticket number for each load;
  - (d) weight of each load (gross, tare, and net); and
  - (e) source-jurisdiction allocation or ratio.
  
2. Monetary Amounts. Franchisee will collect, record, and maintain information regarding the following:
  - (a) Service Fees – service fees charged to and collected from Customers.
  - (b) Subscription Orders – each Customer's Subscription Order and account service information (Section 4.10).
  - (c) Customer Billing Records – billing records required by Section 4.09, including Customers' special Service requests for on-call pickup of excess and Bulky Waste.
  - (d) Franchisee's Reimbursement Costs – Franchisee's Reimbursement Costs for emergency clean up.
  - (e) Fees payable to County.
    - (i) Records, books, accounts, and warranties corroborating the Surcharge owed to County in accordance with Section 13.02, including all documentation required by Section 13.02; and
    - (ii) financial records, books, and accounts corroborating any other County Payment Obligations.
  
3. Customer Service. Franchisee will collect, record, and maintain information regarding the following:

- (a) Complaint Records including logged complaints for alleged missed collections; failure to properly replace Containers (Section 4.01(c)(1)(iii) and Section (c)(2)(iii)), failure to clean up litter (Section 4.03(b)), discourtesy (Section 4.03(a)), damaged property, collecting outside permitted hours (Section 4.01(d)(1)), all including time, date, and manner of resolving complaint.
- (b) Requests for Franchise Services, including record of Customers' telephonic, mailed, faxed or e-mailed requests to commence Franchise Services (Section 4.01(c)(1)(i) and Section (c)(2)(i)); discontinue Franchise Services (Section 4.01(c)(1)(ii) and Section (c)(2)(ii)); deliver, repair or replace, or pick up Containers (Section 4.01(e)); change size or number of Containers; or supply locks (Section 4.01(e)); and any failure to timely commence or provide any of those Services.
- (c) Copies of Notices to Customers, including notice of Holiday or changed schedules enclosed in Customers' bills (Section 4.01(d)(2) and Section 4.06) and public education and community relations materials (Section 4.06).

4. Operations. Franchisee will collect, record, and maintain information regarding the following:

- (a) Routing Specifications (Section 5.01).
- (b) Service Asset Inventory (Section 5.02(g)) and Service Asset Documentations (Exhibit 5.02g).
- (c) Compliance with Applicable Law, including copies of all violations, tire invoices and specifications; Vehicle registration, certifications, reports and maintenance logs; drivers' licenses, training records (including Unpermitted Waste identification and handling), and drug and alcohol testing; records showing compliance with Federal Immigration and Control Act of 1986; and approvals, authorizations, and Permits.
- (d) Records of Vehicle inspections, including Vehicles' fire extinguisher service records, and warranty and maintenance recommendations.
- (e) Records of Criminal Activity (Article 12).
- (f) Any documentation with respect to insolvency, bankruptcy or liquidation described in Mono County Code Section 12.10.023(E)(2)(f), including records with respect to Service Assets, such as any seizures, attachments or levies.
- (g) Container maintenance (Section 4.01(e)).

5. Insurance and Other Performance Assurances. Insurance, performance bonds etc. (Article 11).

## **EXHIBIT 10.02a: QUARTERLY REPORTS**

For the purposes of the Quarterly Reports, the term “quarters” is defined as follows: “First Quarter” consists of January, February, and March; “Second Quarter” consists of April, May, and June; “Third Quarter” consists of July, August, and September; and “Fourth Quarter” consists of October, November, and December. In the Quarterly Report, Franchisee will include, at a minimum, the following information:

- (a) Summary of Records. A summary of the Records for events (including Unpermitted Waste spills or other incidents, Customer complaints, Vehicle inspections, Criminal Activity, or other events) during the previous quarter and a copy of Franchisee’s complaint log, including missed pickups, Non-Collection Notices and a description of how each complaint was resolved.
- (b) Certifications. A certification that Franchisee has met its Performance Obligations including Delivery Obligations (Section 7.01) for the quarter or, alternatively, a description of those Performance Obligations and Delivery Obligations not met during the quarter.
- (c) Summary of Education Efforts. A summary of education efforts undertaken in that quarter and copies of all materials distributed to Customers during the Quarter, including community relations materials (Section 4.06(a)(1)) and promotional materials (Section 4.06(a)(3)).
- (d) Diversion Information. Any information necessary to meet the reporting requirements of the Act, including Solid Waste Collection and disposal tonnages, Recyclables collection and processing tonnages, and the origin thereof.
- (e) Operational Report. A discussion of Service or operational problems and resolution thereof or planned therefore, if requested by County.
- (f) Collection Fee Summaries: Fees invoiced and paid, including (i) service fees charged for each type of service; (ii) service fees collected from Customers; and (iii) Surcharge paid to County.

Quarterly Reports may be made on Form 10.02a which is attached to this Exhibit.



**FORM 10.02a**

**MONO COUNTY FRANCHISEE QUARTERLY REPORT**

Submitted by: \_\_\_\_\_ (Franchisee)

FOR THE YEAR OF 20\_\_\_\_

- 1st Quarter (January, February, March) (due by April 30)
- 2nd Quarter (April, May, June) (due by July 30)
- 3rd Quarter (July, August, September) (due by October 30)
- 4th Quarter (October, November, December) (due by January 30)

<p><b>1. Summary of Records</b></p>	<p>a. Unpermitted Waste Spills:                  b. Vehicle Inspections:                  c. Criminal Activity:                  d. Other Events:                  e. Complaint Log:</p>	<p><input type="checkbox"/> None    <input type="checkbox"/> See Attached  <input type="checkbox"/> None    <input type="checkbox"/> See Attached  <input type="checkbox"/> None    <input type="checkbox"/> See Attached  <input type="checkbox"/> None    <input type="checkbox"/> See Attached  <input type="checkbox"/> None    <input type="checkbox"/> See Attached</p>
<p><b>2. Certifications</b></p>	<p>I represent and warrant, under penalty of perjury, that D &amp; S Waste Removal, Inc. (Franchisee) has met its Performance Obligations, for the Quarter noted above.        <b>OR,</b></p> <p>_____                  Name</p> <p>_____                  Title</p> <p>_____                  Signature</p>	<p>During the Quarter noted above, D &amp; S Waste Removal, Inc. (Franchisee) did <u>not</u> meet all of its Performance Obligations and will pay to County liquidated damages for each failure as noted on the attached sheet.</p> <p>_____                  Name</p> <p>_____                  Title</p> <p>_____                  Signature</p>
<p><b>3. Summary of Education Efforts</b></p>	<p>Such as inserts, mailers, magnets, flyers, etc.</p>	<p><input type="checkbox"/> None    <input type="checkbox"/> See Attached</p>
<p><b>4. Diversion Information</b></p>	<p>Information required by the Act, including Solid Waste Collection and disposal tonnages, Recyclables collection and processing tonnages, and origin, in accordance with Section 6.01.</p>	<p><input type="checkbox"/> None    <input type="checkbox"/> See Attached</p>
<p><b>5. Collection Fee Summaries</b>  (fees invoiced and paid)</p>	<p>a. Service fees charged for each type of service                  b. Service fees collected from Customers                  c. Surcharge paid to County</p>	<p><input type="checkbox"/> See Attached                  \$ _____                  \$ _____</p>

## **EXHIBIT 10.02b: ANNUAL REPORTS**

In the Annual Report, Franchisee will include, at a minimum, a collated summary of the information contained in Quarterly Reports, including reconciliation of any adjustments from prior Quarterly Reports, and the following information and statements:

1. Service Asset Inventory. A complete inventory of Service Assets in accordance with Article 5.02g.
2. Financial Status Statement. A statement by Franchisee's Chief Executive Officer either: (i) that in the prior Contract Year there have been no material changes in Franchisee's financial status or condition; or (ii) describing any material changes in Franchisee's financial status or condition during that Contract Year.
3. Pending litigation Statement. A declaration describing the current status of any criminal or civil litigation pending against Franchisee, Franchisee's parent company, or any subsidiaries of the parent company, if any, which relates to Solid Waste handling, collection, recycling, or disposal, including any Criminal Activity defined in Section 12.01a.
4. Subcontractors. The names of all Subcontractors, the scope and amount of services or goods Subcontractors provide to Franchisee, and a description of Franchisee's relationships to each Subcontractor (including Ownership interests) (Section 16.09).

Annual Reports may be made on Form 10.02b which is attached to this Exhibit.

**FORM 10.02b**

**MONO COUNTY FRANCHISEE ANNUAL REPORT FOR 20\_\_\_\_\_**

Submitted by: \_\_\_\_\_(Franchisee)

(Due by February 15)

<p><b>1. Total information contained in Quarterly Reports for the year</b></p>		<input type="checkbox"/> See Attached
<p><b>2. Service Asset Inventory</b></p>		<input type="checkbox"/> See Attached
<p><b>3. Financial Status Statement</b></p>	<p>I represent and warrant, under penalty of perjury, that in the prior Contract Year there have been no material changes in D &amp; S Waste Removal, Inc.'s (Franchisee) financial status or condition.</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title (CEO or Principal)</p> <p>_____</p> <p>Signature</p>	<p>I represent and warrant, under penalty of perjury, that in the prior Contract Year, those changes to D &amp; S Waste Removal, Inc.'s (Franchisee) financial status or condition listed on the attached sheet which is labeled "Material Changes to D &amp; S Waste Removal, Inc.'s Financial Status or Condition" have occurred.</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title (CEO or Principal)</p> <p>_____</p> <p>Signature</p>
<p><b>4. Pending Litigation Statement</b></p>	<p>A declaration describing the current status of any criminal or civil litigation pending against Franchisee, Franchisee's parent company, or any subsidiaries of the parent company which relates to Solid Waste handling, including any Criminal Activity under Section 12.01(a).</p>	<input type="checkbox"/> None <input type="checkbox"/> See Attached
<p><b>5. Subcontractors</b></p>	<p>Names of all Subcontractors, the scope and amount of Franchise Services, other services, or goods Subcontractors provide to franchisee, and a description of Franchisee's relationships to each Subcontractor (including Ownership interests) (Section 16.09).</p>	<input type="checkbox"/> None <input type="checkbox"/> See Attached

## **EXHIBIT 11.01a: INSURANCE**

1. Workers' Compensation and Employer's Liability. Franchisee will maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Franchisee will maintain Employer's Liability insurance in an amount not less than One Million dollars (\$1,000,000.00) per accident or disease.

The Workers' Compensation policy will contain endorsements in substantially the following form:

- (a) "30 days prior written notice will be given to County in the event of cancellation of this policy. Such notice will be sent to:  
Mono County Risk Management  
Post Office Box 696  
Bridgeport, California 93517"
- b. "Insurer waives all right of subrogation against County and its officers and employees for losses arising from work performed for County."

2. General Liability and Automobile Liability. Franchisee will maintain comprehensive Commercial General Liability insurance with a combined single limit of not less than Two Million dollars (\$2,000,000.00) per claim or occurrence and Four Million dollars (\$4,000,000.00) aggregate covering all claims and all legal liability for Personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of Franchisee's performance of, or its failure to perform services under this Agreement.

Franchisee will also maintain Automobile Liability Insurance for each of Franchisee's vehicles used in the performance of this Agreement, including owned, non-owned, leased or hired vehicles, in the minimum amount of One Million dollars (\$1,000,000.00) combined single limit per accident.

The Commercial General Liability and Automobile Liability insurance required by this section will be written on an "occurrence" (or in the case of Automobile Liability, on an "accident" basis), rather than a "claims made" basis, if such coverage is readily obtainable for a commercially reasonable premium. If it is not so obtainable, Franchisee must arrange for an extended reporting period ("tail coverage") to protect County from claims filed within one year after the expiration or termination of this Agreement relating to incidents that occurred prior to such expiration or termination. The policy may not contain a deductible or self-insured retention of more than ten thousand dollars (\$10,000.00) per occurrence without prior written approval of County. The existence of a self-insured retention or deductible will not affect Franchisee's duty to defend and indemnify County under this Agreement as to Claims below the self-insured retention or deductible level.

The Commercial General Liability policy will contain endorsements in substantially the following form:

- a. “30 days prior written notice will be given to County in the event of cancellation of this policy. Such notice will be sent to:

Mono County Risk Management  
Post Office Box 696  
Bridgeport, California 93517”

- b. “The County, its officers, employees, and agents are additional insureds on this policy.”
- c. “This policy will be considered primary insurance as respects any other valid and collectible insurance maintained by County, including any self-insured retention or program of self-insurance, and any other such insurance will be considered excess insurance only.”
- d. “Inclusion of County as an insured will not affect County’s rights as respects any claim, demand, suit or judgment brought or recovered against Franchisee. This policy will protect Franchisee and County in the same manner as though a separate policy had been issued to each, but this will not operate to increase the insurer’s liability as set forth in the policy beyond the amount shown or to which the insurer would have been liable if only one party had been named as an insured.”

3. Pollution Liability. Franchisee will purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount of One Million dollars (\$1,000,000.00) covering liability arising from the sudden and accidental release of pollution in the performance of Franchise Services.

4. Physical Damage. Franchisee will maintain comprehensive (fire, theft and collision) Physical Damage insurance covering the vehicles and the machinery and equipment that is owned by Franchisee and used in providing service to County under this Agreement, with a deductible or self-insured retention of not greater than Fifty Thousand dollars (\$50,000.00). The Physical Damage policy will contain the following endorsements:

- (a) Notice of cancellation, as provided in Exhibit 11.01a(2)(a); and
- (b) Cross liability endorsement, as provided in Exhibit 11.01a(2)(d).

**EXHIBIT 12.01e(2): FRANCHISEE OR ANY OF ITS CONTRACT MANAGERS**

Franchisee Representative identifies the following individuals by name of corporate position as individuals meeting the definition of “Franchisee or any of its Contract Managers.” Upon change in individuals, Franchisee Representative will amend this Exhibit in its next Quarterly Report.

If the Franchisee amends the identification, then the Parties will respectively substitute this amended Exhibit. The dated signature of each Party Representative on such amended form will be deemed evidence that Notice was given in accordance with Section 18.01 and that the new attachment supersedes the prior attachment.

By: \_\_\_\_\_  
Franchisee Representative

Date: \_\_\_\_\_

## EXHIBIT 13.01a: SERVICE FEE FLOORS

Franchisee will not charge Customers Service Fees that are less than those identified below:

RESIDENTIAL RATES <sup>1</sup>		COMMERCIAL RATES <sup>1</sup>							
CANS, CARTS, VOLUME		BINS			DEBRIS BOXES		COMPACTOR		
Size <sup>2</sup>	“A” <sup>3</sup>	Size <sup>2</sup>	“A” <sup>3</sup>	“B” <sup>3</sup>	Size <sup>2</sup>	“B” <sup>3</sup>	Size <sup>2</sup>	“B” <sup>3</sup>	
1 35-gal. Cart	\$20.93	1 cy	\$136.93	\$31.70	10 cy	\$479.53	10 cy	\$440.67	
2 35-gal. Carts	\$27.50	2 cy	\$188.35	\$43.65	20 cy	\$803.02	20 cy	\$879.55	
1 64-gal. Cart	\$31.70	3 cy	\$242.76	\$55.61	30 cy	\$1,096.59	30 cy	\$1,321.41	
2 64-gal. Carts	\$43.65	4 cy	\$282.82	\$65.18	40 cy	\$1,528.89	40 cy	\$1,754.30	
1 95-gal. Cart	\$41.85	6 cy	\$367.04	\$84.31					
2 95-gal. Carts	\$58.00								
1 cubic yard (cy) <sup>4</sup>	\$34.09								
1 Bear Cart	\$49.03								

Notes:

1. Rates may be adjusted annually in accordance with the formula set forth in Section 13.01(c)(1).
2. Sizes are nominal values, not precise volumes. Fees for nominal container volumes that fall in between or higher than those listed will be determined by linear interpolation or extrapolation, respectively, and rounded to the nearest three significant figures.
3. Service fee categories identified above are as follows: “A” = cost per month; “B” = cost per dump.
4. Or approximately equivalent to 6 35-gallon cans/carts.

**EXHIBIT 14.01: COMPENSATORY AND LIQUIDATED DAMAGES**

References in the chart below to “per breach per day” refer to the first occurrence and continuation on successive days. For example, failure to correct a missed pickup would result in liquidated damages on the day of the scheduled pickup and each following day until corrected.

1. Compensatory Damages. If County in its sole discretion chooses not to exercise its right to terminate this Agreement in accordance with Section 14.02 in the event Franchisee fails to deliver Solid Waste to the Designated Disposal Facility in accordance with Section 7.01, then the Franchisee will pay County The County’s Reimbursement Cost of enforcing or securing specific performance of Franchisee’s obligations under this Agreement.

2. Liquidated Damages. The following is a schedule of liquidated damages for additional breaches. Notwithstanding anything to the contrary contained herein, liquidated damage shall not be assessed against Contractor unless County has given Contractor at least five (5) days Notice of such breach and the opportunity to cure within five (5) days.

DESCRIPTION OF BREACH	DAMAGES
Failure to correct a missed pick-up [Section 4.01(c)(1)(iv) and Section 4.01(c)(2)(iv)].	Up to \$100 per failure per day.
Failure to return emptied container to its proper location [Section 4.01(c)(1)(iii)].	Up to \$100 per failure per day.
Failure to provide Residential Customers with written notice of the availability of cart or can service [Section 4.01(c)(1)(iii)].	Up to \$100 per failure per day.
Failure to commence or discontinue Franchise Services [Section 4.01(c)(1)(i) and Section 4.01(c)(2)(i)]; or to deliver, repair or replace, or pick up Containers [Section 4.01(c)(1)(iii) and Section 4.01(c)(2)(iii)]; change size or number of Containers [Section 4.01(e)]; supply locks [Section 4.01(e)], or clean, paint, and maintain Containers [Section 4.01(e)].	Up to \$100 per failure per day.
Failure to comply with authorized collection hours [Section 4.01(d)].	Up to \$100 per failure per day.
Failure to provide any Customer with timely notice of change in Collection schedule [Section 4.01(d)].	Up to \$100 per failure.



<b>DESCRIPTION OF BREACH</b>	<b>DAMAGES</b>
Discourteous behavior by Franchisee's employees reported by or complained of by customers to Franchisee or County [Section 4.03(a)].	Up to \$100 per incident.
Failure to compensate, repair or replace damaged pavements, utilities and/or customer property caused by Franchisee or its personnel [Section 4.03(d)].	Up to \$250 per failure.
Failure to clean up spillage or litter caused by Franchisee [Section 4.03(b) and (c)]. Failure to properly cover materials in Collection Vehicles [Section 4.03(c)] or to maintain or identify Vehicles [Section 5.02].	Up to \$100 per failure per location.
Failure to maintain a toll-free telephone number or required office hours [Section 4.05(a)].	Up to \$100 per failure per day.
Failure to timely respond and resolve each complaint in accordance with the complaint resolution protocol [Section 4.05(e)].	Up to \$250 per failure.
Failure to record a complaint [Section 4.05(d) and Section 10.01]. Failure to provide County access to records of complaints or to provide copies of complaint logs in Quarterly Reports [Section 4.05(d) and Section 10.02].	Up to \$250 per failure.
Failure to timely submit general Customer correspondence and promotional materials, news releases, public education or community relations materials to County for County review [Section 4.06].	Up to \$100 per occurrence and additionally up to \$100 per day for each day prior to retraction or correction of misinformation.
Failure to provide Customers with a written Subscription Order [Section 4.10].	Up to \$100 per failure per day.
Failure to meet with County [Section 5.07]. Failure to return County phone calls, e-mails, or other correspondence from County [Section 8.07].	Up to \$100 per failure per day.
Failure to maintain or timely submit complete Reports and/or documents to County (such as Quarterly and Annual Reports [Section 10.02], Financial Reports [Section 10.03], Route Maps and Route Changes [Section 5.01(a) and (b)], Service Asset Inventory [Section 5.02(g)], Contingency Plan [Section 5.05], Hazardous Waste Screening Protocol [Section 5.06], or Insurance certificates or policies [Article 11].)	Up to \$100 per failure or per day that a Report or document is late.
Failure to perform any other Performance Obligation set forth in this Agreement.	Up to \$100 per failure per day.

**EXHIBIT 16.09: COUNTY-APPROVED SUBCONTRACTORS**

**PRIMARY FRANCHISE AGREEMENT**  
**BETWEEN COUNTY OF MONO**  
**AND**  
**D & S WASTE REMOVAL, INC.**  
**FOR COLLECTION OF SOLID WASTE**  
**FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS**  
**IN UNINCORPORATED MONO COUNTY**

~~DECEMBER 2018~~ JULY 2023

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This Agreement (“**Agreement**”) is made and entered into by and between County of Mono, a political subdivision of the State of California (the “**County**”), and D & S Waste Removal, Inc., a Nevada corporation operating primarily out of Yerington, Nevada (the “**Franchisee**”), on the later date of execution by the Parties indicated on the execution page of this Agreement. Hereinafter, the Parties may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

## RECITALS

1. County is responsible for protection of public health and the environment. County is not only authorized but is required to provide solid waste handling services to its citizens under the provisions of the California Integrated Waste Management Act (the “**Act**”), which is set forth in the California Public Resources Code at Section 40000 *et seq.*, including source reduction, recycling, composting, and the collection, transfer and disposal of solid waste within the unincorporated County area.

2. County is liable for its solid waste. County, not any waste hauler, is liable to the State under the Act for any fines up to \$10,000 per day levied for noncompliance with the Act. Local public agencies like County have also generally been held liable under federal Superfund laws for the costs of cleaning up Hazardous and Unpermitted Waste sites that accepted solid waste generated within the jurisdiction of the local public agency. Therefore, County is prudent to provide for terms and conditions of its solid waste processing and disposal in accordance with this Agreement.

3. To recover costs associated with County’s management of the franchise, it is necessary to require Franchisee to pay certain sums, embodied in a Surcharge per ton of waste collected in unincorporated Mono County that is not otherwise subject to a Gate Fee. It is necessary to require Franchisee to deliver solid waste to a solid waste facility owned by County or pay Capacity Fees therefore. In view of the findings contained in Exhibit R-1 to this Agreement, County has determined that in order to sustain its solid waste program, minimize its risk of liability for waste generated within its borders, and continue to provide beneficial solid waste services to its residents and to visitors to the area, it is necessary to require that solid waste collected by franchisees be delivered to a solid waste facility owned and/or operated by County or, in those limited circumstances when it is not feasible to do so, to require that Capacity Fees be paid.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, guaranties, and conditions contained in this Agreement and for other good and valuable consideration, the Parties hereby agree as follows:

## **ARTICLE 1. DEFINITIONS AND CONTRACT INTERPRETATION**

### **1.01 Definitions.**

In this Agreement words have the meanings defined in Exhibit 1.01, which controls in the event of any conflict with the definitions used in the preamble and recitals above.

### **1.02 Interpretation and Construction.**

**a. Gender and Plurality.** Words of the masculine gender include correlative words of the feminine and neuter genders, and vice versa. Words importing the singular number include the plural number, and vice versa, unless the context demands otherwise.

**b. Headings, Font.** Any captions or headings following the Article, Exhibit, Section, subsection, and paragraph numbers and preceding the operative text of this Agreement are for convenience of reference only and do not control or affect the scope, intent, meaning, construction, interpretation or effect of this Agreement. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and contract administration only and does not imply relative importance or unimportance of any provision of this Agreement.

**c. References to Parts.** References to Sections and Articles refer to Sections and Articles of this Agreement, unless specified otherwise. References to Exhibits refer to Exhibits attached to this Agreement. Reference to “subsections” refers to the subsection contained in the same Section in which the reference occurs, unless otherwise provided.

**d. Examples.** Examples are for purpose of illustration only. If any example is ambiguous or is inconsistent or conflicts with the text that it illustrates, then the text shall govern.

**e. Specifics No Limitation on Generalities.** The mention of any specific duty or liability imposed upon the Franchisee may not be construed as a limitation or restriction of any general liability or duty imposed upon the Franchisee by this Agreement or Applicable Law.

**f. Exhibits.** The Exhibits to this Agreement are part of this Agreement to the same extent and effect as if included in the text of Articles 1 through 19.

### **1.03 Integration.**

This Agreement contains the entire agreement between the Parties with respect to the rights and responsibilities of the Parties under this Agreement, including the enforcement and administration of this Agreement. This Agreement completely and fully supersedes all prior agreements and understandings between the Parties with respect to their rights and responsibilities, including those contained in Procurement Proceedings.

#### 1.04 Severability.

**a. Substitute Provision.** If any clause, sentence, provision, subsection, Section or Article of this Agreement (an “**Agreement Provision**”) is ruled unconstitutional, illegal, invalid, non-binding, or unenforceable by any court of competent jurisdiction, then the Parties will:

- (1) promptly meet and negotiate a substitute for the Agreement Provision and any related amendments, deletions, or additions to other provisions of this Agreement that together effect the Parties’ original intent to the greatest extent allowable under Applicable Law; and
- (2) if necessary or desirable to accomplish the purpose of Subsection (a)(1), apply to the court that declared that invalidity for a judicial construction of the substituted Agreement Provision and any amendments, deletions, or additions to this Agreement.

Franchisee will pay County half of the actual costs of any application within twenty (20) days of certified receipt of County’s request.

**b. Remaining Provisions.** Except as provided in Subsection (c), the unconstitutionality, illegality, invalidity, non-binding nature, or unenforceability of any Agreement Provision will not affect any of the remaining provisions of this Agreement.

~~**c. Exception.** If any Agreement Provision with respect to County’s direction of Solid Waste to a Designated Disposal Site, including Section 7.01, is ruled unconstitutional, illegal, invalid, non-binding, or unenforceable by any court of competent jurisdiction, then County may in its sole discretion either:~~

- ~~(1) sever that Agreement Provision and construe and enforce this Agreement in accordance with this Section 1.04; or~~
- ~~(2) sever that Agreement Provision and, unless Franchisee is complying with that Agreement Provision in actual practice, terminate this Agreement in accordance with Section 14.02(a)(1); or~~
- ~~(3) accept the ruling without severing that Agreement Provision.~~

#### 1.05 Interpretation.

This Agreement must be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting. Franchisee acknowledges that it determined to participate in the procurement of this Agreement upon its own choice and initiative and during the course of that procurement County met and conferred with Franchisee and solicited Franchisee’s comments, exceptions, and proposals with respect to provisions in the Agreement. The Parties have negotiated this Agreement at arms length and with

advice of their respective attorneys, and no provision herein is construed against County solely because it prepared this Agreement in its executed form.

## **1.06 Timely Performance**

### **a. Specified Days on Weekdays.**

- (1) **Performance.** Where this Agreement requires that an obligation be performed within a specified number of days, if the last day falls on a weekend or holiday, the obligated Party may perform that obligation on the next weekday following the weekend or holiday. *For example, if Franchisee must provide documentation to County within 2 days of County request on a Friday, Franchisee must give County the documentation by the following Monday.*
- (2) **Counting.** Each calendar day is counted when determining the last day of the specified number of days. *For example, if Franchisee must provide documentation to County within one week of County's request on a Friday, Franchisee must give County the documentation by the next Friday.*

**b. Specified Hours on Any Day.** Where this Agreement requires that an obligation be performed at a specified time, in any of the following events the obligated Party must perform that obligation within the specified time, *even if* the time for performance falls on a weekend or holiday:

- (1) the specified time is measured in hours;
- (2) County specifies the time (*for example, on a Saturday even though performance would otherwise occur on Monday*); or
- (3) County determines that there is a threat to public health or safety.

## **ARTICLE 2. FRANCHISEE'S REPRESENTATIONS AND WARRANTIES**

### **2.01 Franchisee.**

Franchisee represents and warrants as contained in Exhibit 2.01.

## **ARTICLE 3. TERM OF AGREEMENT**

### **3.01 Term.**

**a. Term.** The Term of the Agreement commences on the Commencement Date and expires on December 31, 2033, unless terminated earlier in accordance with Section 14.02(a)(1).

**b. Optional County Extension Right.** County may in its sole discretion extend the Term for up to two (2) additional years commencing on the expiration date provided in Subsection (a) by Notice to Franchisee no later than (i) September 30, 202-2033 or (ii) another date agreed to by the Parties.

### **3.02 Survival of Certain Provisions.**

The following provisions shall survive the Term:

- (1) all representations and warranties;
- (2) all Indemnities;
- (3) obligations to pay any County Payment Obligations;
- (4) obligations to submit Records and reports, including the final Annual Report; and
- (5) any other rights and obligations of the Parties stated to survive the Term.

## **ARTICLE 4. COLLECTION**

### **4.01 Scope of Basic Franchise Services.**

**a. Service Area and Exclusive Franchised Services.** County grants Franchisee the franchise, right, and privilege to offer to provide Franchise Services to Customers within the Franchise Area, so long as Franchisee is at all times ready, willing, and able to provide Franchise Services and is fully and timely satisfying its Performance Obligations. Franchisee accepts that franchise, right, and privilege in accordance with this Agreement.

**b. Limitations on Right to Provide Franchise Services.** Franchisee's franchise, right, and privilege to provide Franchise Services is limited. Pursuant to the Mono County Code, County may authorize up to one other Person, in addition to Franchisee, to provide Solid Waste services substantially similar to Franchise Services within the Franchise Area. Additionally, Persons, including both the owners or occupants of premises and persons performing services at premises, may themselves transport and dispose of Solid Waste and C&D Waste that they generate in the use and occupancy of those premises or as a by-product of services performed at those premises themselves. For example, landscapers, gardeners, or construction contractors or demolition contractors may collect and transport Yard Waste and C&D Waste they generate in the course of performing their services in dump trucks, end dumps, flatbed trucks, or similar vehicles. Also, owners and occupants of a premises may transport and dispose of Solid Waste that they generate on their own premises. This Section 4.01(b) does not authorize owners or occupants of premises or persons performing services at premises to hire a third party (other than a Franchisee) to transport and dispose of such Solid Waste.

County may contract with Franchisee or with Persons other than Franchisee for Unpermitted Waste collection, transportation, disposal, processing and/or diversion services.

**c. Regularly-Scheduled Franchise Services.**

**1. Residential Solid Waste.**

(i) **Collection.** Franchisee will continue to collect all Solid Waste set out by Persons who are existing customers of Franchisee as of the Commencement Date at the Residential Set-out Site of Residential premises located within the Franchise Area. Franchisee will commence collecting all Solid Waste set out at the Residential Set-out Site of Residential premises located in the Franchise Area within seven (7) days of any Person's request for Collection Service at that premise.

(ii) **Cancellation of Services.** Upon oral or written direction of any existing or new Residential Customer, Franchisee will cease providing Franchise Service immediately or at any other time specified by that Person, without penalty, and refund any pre-paid Service Fees in accordance with Section 4.09(b). Franchisee will notify Customers of cancellation rights, as required by Section 4.10.

~~(iii)~~ **Containers.** Franchisee will provide all Residential Customers located within the Franchise Area with one (1) or more Carts for the deposit of Solid Waste or Recyclables having nominal capacities of either 35, 64, or 95/96 gallons ~~(or at Customer's request a Bear Cart)~~ ("**Residential Containers**") or, at Customer's request, with a Bin. —Franchisee must provide Residential Containers that are clean, water tight, constructed of a material of suitable strength and durability (such as heavy plastic), bear resistant to the satisfaction of County, and tight sealed. For Residential Customers located within the Bear-Resistant Container Requirement Area, as defined and depicted in Exhibit 4.01b, containers that provide adequate protection against bears (i.e. certified bear-resistant by the Interagency Grizzly Bear Committee and other wildlife ("**Bear Carts**") must be supplied to the Residential Customer. Compliance with the provision of Bear Carts to Residential Customers may only be required by County after two (2) years and after Franchisee and County have entered into a subsequent addendum to this Agreement that details how the costs of compliance with the requirement in this Subsection (c)(2)(iii) shall be passed on to Customers or will be shared with County. Franchisee will return Residential Containers to the Set-out Site after Collection upright, with can lids properly secured. Franchisee will ensure that any Bins that it provides to Residential Customers will comply with all of the requirements applicable to Commercial Containers set forth in Subsection (c)(2)(iii), Subsection (e)(3), and Subsection (e)(4).

(iii)

Within one month of the Commencement Date and every twelve (12) months thereafter, Franchisee will notify all Residential Customers subscribing to Bins that they can subscribe to Carts or Bear Carts as may be required by Residential Customer location. The notice must include a description of Cart service and list the applicable Service Fees. Franchisee will provide County with a draft of the notice for review and approval at least fifteen (15) days prior to its mailing or delivery of such notice to Residential Customers.

(iv) **Frequency.** Franchisee will Collect all Solid Waste set out at the Residential Set-out Site each week, on the same day ("**Regularly-Scheduled Residential Collection Day**").

If Franchisee is unable, for any reason, to Collect all Solid Waste from a Customer on the Regularly-Scheduled Residential Collection Day, then it will Collect that Solid Waste

- (1) on the next Service Day; or
- (2) on such other day arranged with the Customer, but in no event later than 72 hours after the time of the missed pick-up and will provide the Customer with a verbal or written Non-Collection Notice.

## 2. Commercial Solid Waste.

(i) **Collection.** Franchisee will continue to collect all Solid Waste placed in Carts, debris boxes, Roll-Offs (“**Commercial Containers**”) or other Containers by existing Commercial Customers of Franchisee at the location agreed to between Franchisee and the Customer (“**Commercial Set-out Site**”). Franchisee will commence collecting all Solid Waste placed in Commercial Containers at the Commercial Set-out Site by Persons located within the Franchise Area within seven (7) days of that Person’s request for Collection Service at that premise.

(ii) **Cancellation of Franchise Services.** Upon oral or written direction of any existing or new Commercial Customer, Franchisee will cease providing Franchise Service immediately or at any other time specified by that Customer, without penalty, and refund any pre-paid Service Fees in accordance with Section 4.09(b). Franchisee will notify Customers of cancellation rights, as required by Section 4.10.

(iii) **Containers.** Franchisee will provide all Commercial Customers with Containers of the type ordered by the Commercial Customer or with the type as required by the Commercial Customer location. For all Commercial Customers located within a Bear Resistant Container Requirement Area, as defined and depicted in Exhibit 4.01b, Franchisee must provide Commercial Containers that meet standards to adequately provide bear-resistant solid waste storage, as shall be defined and agreed to by addenda to this agreement executed by both Franchisee and County. Compliance with the provision of Bear Carts to Commercial Customers may only be required by County after two (2) years and after Franchisee and County have entered into a subsequent addendum to this Agreement that details how the costs of compliance with the requirement in this Subsection (c)(2)(iii) shall be passed on to Customers or will be shared with County. Franchisee will clean and maintain ~~all Commercial~~ those Containers and keep them in a sanitary condition, free from putrescible residue, and in a manner so as not to promote the harborage, or attraction of vectors or birds, or the creation of nuisances in accordance with all requirements for solid waste in the Mono County Code. Franchisee will clean and maintain Containers in accordance with Subsection (e)(3) and Subsection (e)(4). Franchisee will provide Commercial Containers that:

- (1) are durable;
- (2) are constructed from structural steel plate with all welded seams;
- (3) are leak-proof;
- (4) are equipped with a noncombustible latching lid, uniformly colored, approved by County as providing adequate protection against fire hazard, rodents, and bears; and
- (5) display Franchisee’s name and telephone number in legible lettering no less than two inches (2”) in height as well as language warning against illegal dumping, ~~and~~ Unpermitted Waste (including Hazardous Waste) or special waste disposal, as approved by County, and instructions for use.



At the time of Customer request for Franchise Service, Franchisee will provide written notice to each Commercial Customer utilizing Bin service of the types of wastes which require special handling and may not be discarded in the debris box and informing the Customer of the proper methods for disposing of such wastes. Franchisee will submit this notice to County for approval prior to distribution.

(iv) **Frequency.** Franchisee will Collect Solid Waste set out at the Commercial Set-out Site at least once each week, or more frequently as directed by the Commercial Customer, on the day or days written in the Customer's Subscription Order ("**Regularly-Scheduled Commercial Collection Day**") or on such other day as mutually agreed to by Commercial Customer and Franchisee. If Franchisee is unable, for any reason, to Collect Solid Waste from a Customer on the Regularly-Scheduled Commercial Collection Day or other day agreed to by Customer, then it will Collect that Solid Waste

- (1) on the next Service Day following the date of the missed pick up; or
- (2) other day arranged with the Customer, but in no event later than 72 hours after the time of the missed pick-up and will provide the Customer with a verbal or written Non-Collection Notice.

### **3. Recycling Services.**

~~(i) **Notice of Determination.** Within 12 months of the execution of this Agreement, Franchisee shall determine and Notify County of the demand from Residential and Commercial Customers necessary to make the collection of Recyclables at Residential Set out Sites and at Commercial Premises within the unincorporated area of County economically feasible to Franchisee.~~

~~(ii) **Provision of Recyclable Service if Required by State.** Franchisee shall collect Recyclables at Residential Set out Sites and Commercial Premises within the unincorporated area of County as part of its Franchise Services and Franchise Obligations if the State of California or any other regulatory authority requires County to provide such collection services ("**Recycling Services**"). In the event such Recycling Services are required, the scope and price of said Recycling Services shall be as set forth in one or more Addenda to this Agreement, to be executed by both County and Franchisee. **Provision of Recyclable Service if Economically Feasible.** If Franchisee determines that sufficient demand exists from Residential and Commercial Customers to make the collection of Recyclables economically feasible pursuant to Subsection (c)(3)(i), then County may require Franchisee to provide as part of its Franchise Services and Franchise Obligations, the collection of Recyclables at Residential Set out Sites and Commercial Premises within the unincorporated area of County.~~

~~(iii) **Recyclable Materials.** Notwithstanding anything contained in Exhibit 1.01, for purposes of this Subsection (c)(3), Recyclables shall be limited to glass, aluminum, plastic, and cardboard, and green/yard waste. **Provision of Recyclable Service if Required by State.** Notwithstanding the foregoing, Franchisee shall collect Recyclables at Residential Set out Sites and Commercial Premises within the unincorporated area of County as part of its Franchise Services and Franchise Obligations if the State of California or any other regulatory authority requires County to provide such collection services.~~

~~(iv) **Recyclable Materials.** Notwithstanding anything contained in Exhibit 1.01, for purposes of this Subsection (c)(3), Recyclables shall be limited to glass, aluminum, plastic, cardboard, and green/yard waste.~~

#### **d. Collection Schedules.**

~~1. **Hours.** Franchisee will make its best efforts to Collect all Solid Waste only between 7:00 a.m. and 7:00 p.m., Monday through Saturday except that Franchisee may Collect Solid Waste between those hours on Sunday:~~

~~(1) in areas of County designated for Commercial use;~~

~~(2) if road closures have prevented collection during the previous seven (7) days;  
or~~

~~(3) with prior approval from the Director.~~

~~But in no event shall Franchisee operate in a manner that would constitute a violation of the Mono County Noise ordinance codified at Chapter 10.16 of the Mono County Code.~~

~~**2. Changes to Collection Schedule.** Prior to changing the Regularly Scheduled Collection Day for any Customer, Franchisee will provide fifteen (15) days' oral or written Notice to that Customer.~~

~~**e. Changes in Service Levels; Container Exchanges.**~~

~~**1. Delivery.** Franchisee will provide Customers with Containers in accordance with Subsection (c)(1)(iii) and Subsection (c)(2)(iii). Within seven (7) days after receiving a request for Franchise Service (including repair or replacement of Containers) or changes in Franchise Service, Franchisee will respond to and fulfill that request.~~

~~**2. Pick Up.** No later than the next Regularly Scheduled Collection Day occurring after direction of a Customer to discontinue Franchise Service, Franchisee will pick up and remove that Customer's Container(s).~~

~~**3. Repair and Replacement.** Franchisee will repair or replace Containers or provide locks for Bins within seventy two (72) hours of a request therefor from a Customer or County. If Franchisee cannot complete a repair within seventy two (72) hours, then Franchisee will provide the Customer with a replacement Container without surcharge within those 72 hours. Franchisee will offer Container locks at prices from time to time in effect, and Franchisee may charge a monthly "lock charge" for Franchisee's servicing locked Containers. Customers shall not be authorized to provide their own locks. Franchisee will provide a replacement Container if requested by a Customer or County once at Franchisee's cost during the Term of this Agreement. Any subsequent replacement of a Container requested by Customer or County after the first replacement will be at Customer's cost.~~

~~**4.3. Cleaning Bins.** Franchisee will steam clean and paint, or replace, Commercial Containers as needed, or upon request of County, for Customers that generate large amounts of putrescible Solid Wastes, including Residential premises, restaurants, grocery stores, cafeterias, and other Containers as directed by County. Franchisee will steam clean and paint all Commercial Containers prior to providing them to the Customer, whether as new Franchise Service subscription or replacement Container for existing Franchise Service. Franchisee will remove graffiti from Containers within 14 days of identification by Franchisee or oral or written notice by County or Customer. Franchisee will remove graffiti comprised of pictures or verbal obscenities within 48 hours (weekends excepted). Promptly upon County's request, Franchisee will give County a list of dates that Franchisee cleaned, painted, or otherwise repaired Containers.~~

~~**f.d. C&D Waste.** Upon request by any Person, Franchisee will collect C&D Waste which is containerized in debris boxes, roll-offs, or other similar containers and is subject to the Franchise~~

requirements of Section 12.10.020 of the Mono County Code for a price and at a time which are mutually agreed-upon by Franchisee and Person.

#### **4.02 Pickup of Excess and Bulky Waste.**

Upon request of a Residential or Commercial Customer, Franchisee will Collect excess Solid Waste or Bulky Waste at the Residential or Commercial Set-out Site on that Customer's next Regularly-Scheduled Collection Day or other date agreed to between the Customer and Franchisee for a price that is mutually agreed to by Franchisee and Customer. Upon request of a Person who does not receive regular Commercial or Residential Collection from Franchisee, Franchisee will collect Bulky Waste or excess Solid Waste at a location and time and for a price that are mutually agreed to by that Person and Franchisee.

#### **4.03 Service Standards.**

**a. General.** Franchisee will perform all Franchise Services in a prompt, thorough, comprehensive, reliable, courteous, and professional manner so that Customers receive high-quality service at all times. Franchisee must perform Franchise Services regardless of weather conditions and regardless of difficulty of collection, subject to the exceptions set forth in Section 4.04. More detailed specifications for particular aspects of Franchise Services enumerated elsewhere in this Agreement do not relieve Franchisee of its duty and obligation to accomplish all other aspects of Franchise Services in the manner provided in this subsection.

**b. Litter.** Franchisee will clean up litter caused by Franchisee's employees. Franchisee will also clean up all litter within a 10-foot diameter of the Residential Set-out Site when Collecting any Bulky Waste and excess Solid Waste in accordance with Section 4.02. Franchisee will ensure that each Collection Vehicle carries a broom, rake, and shovel at all times for this purpose.

#### **c. Spills and Leaks.**

**1. Solid Waste Spills.** Franchisee will transport Solid Waste only in covered vehicles as required by Section 12.10.050 of the Mono County Code. Franchisee will prevent Solid Waste from escaping, dropping, spilling, blowing, or scattering from Vehicles during Collection and transportation, as further required by Section 12.10.040 of the Mono County Code. Franchisee will not transfer loads from one vehicle to another on any public street, unless necessitated by mechanical failure or accidental damage to a vehicle, or unless otherwise approved by the Director. Franchisee will immediately clean up any Solid Waste that is dropped, blown, spilled, scattered, or leaked from any Vehicle and/or tracked by any Vehicle onto any alley, street, or public place.

**2. Liquid Leaks.** During Collection and transportation, Franchisee will also prevent oil, hydraulic fluid, paint, or other liquid from leaking out of Vehicles. Franchisee will ensure that each Collection Vehicle carries petroleum-absorbent materials. Franchisee will immediately cover

leaked fluids with absorptive materials, remove those materials from the ground, and apply a cleaning agent to cleanse the soiled spot.

**3. Reimbursement.** If Franchisee fails to clean up Solid Waste or leaked liquids within two (2) hours' telephonic or other notice by County, then County may clean up or cause to be cleaned up the Solid Waste or leaked liquids and Franchisee will reimburse County for County's Reimbursement Costs thereof. Franchisee is responsible for paying any fines, civil penalties, or other charges that may be assessed for improperly covering loads or leaking liquids.

**d. Pavement and Utilities.** Franchisee is responsible for damage to pavement and driving surfaces whether Containers are located on public or private property, other than ordinary wear and tear, if the damage is the result of vehicles exceeding the maximum weight limits allowed by Applicable Law or Franchisee's negligent operation of vehicles, *unless* with respect to private property, Customer has executed a damage waiver or indemnity on that Customer's Subscription Order.

Franchisee is responsible for damage to public and private utilities, whether located on public streets or property or private property, if damage is the result of the inattention, carelessness or negligence of Franchisee.

County or the Customer may direct Franchisee to promptly repair or replace damaged driving surfaces or utilities or repair and replace them itself or through a third party, to the satisfaction of the Customer or County, as the case may be. Franchisee will reimburse the Customer for his or her Direct Costs of repair or replacement and County for County Reimbursement Costs of repair or replacement.

#### **4.04 Service Exceptions.**

**a. Excess Weight.** Franchisee is not required to collect a Cart weighing in excess of the manufacturer's recommended weight, as evidenced by warranties or other documentation acceptable to County. Franchisee will provide Customers with weight limitations on the Customer Subscription Order, marked on the Cart, or through some other written means.

**b. Unsafe Condition at Set-out Site.** If Franchisee determines that any condition at or near any Set-out Site presents a health or safety threat to Franchisee's employees or equipment, then Franchisee will attempt to personally provide the Customer whose Set-out Site presents the threat notice of the danger thereof. If Franchisee cannot personally provide Customer with notice, then prior to leaving Customer's premises Franchisee will provide the Customer with a Non-Collection Notice, describing the threat, and danger. Franchisee may discontinue collection for that Set-out Site until the safety hazard is eliminated.

**c. Hazardous Waste or Unsafe Materials.** If Franchisee determines that Containers contain Hazardous Waste (other than Household Hazardous Waste not discovered and identified by Franchisee acting in accordance with its Hazardous Waste Screening Protocol) or other materials that may present a health or safety threat to Franchisee's employees, the public, or to

Franchisee's equipment, then Franchisee may refuse to Collect that Container. Franchisee will attempt to personally provide the Customer whose Container contains Hazardous Waste or unsafe material with written information about their proper disposal. If Franchisee cannot personally provide Customer with information, then prior to leaving Customer's premises it will provide the Customer with a Non-Collection Notice. Franchisee will follow the procedures outlined in the Unpermitted Waste Screening Protocol, as it applies to Hazardous Waste, including providing notice to County Health Department and to the Director.

**d. Customer Delinquency or Nonpayment.** In accordance with Section 12.10.070 of the Mono County Code, Franchisee is not obligated to provide Franchise Services to any Customer who is habitually delinquent in the payment of fees for Franchise Services or who fails or refuses to pay fees for Franchise Services; *provided that*

- (1) Franchisee develops a written policy for addressing nonpayment or delinquency by its Customers that is approved in writing by County; and
- (2) Franchisee terminates or suspends that Customer's Franchise Services in accordance with the approved policy.

**e. Misplaced Solid Waste.** If Franchisee determines that a Customer has discarded materials into a Container not marked for such materials (i.e. – materials other than Recyclables in a Container marked "Recyclables", or materials other than Yard Waste in a Container marked "Yard Waste"), then Franchisee may refuse to Collect that Container. Prior to leaving Customer's premises, Franchisee will provide the Customer with a Non-Collection Notice, describing the proper materials to be placed in each Container. If Franchisee refuses pursuant to this Subsection (e) to Collect Solid Waste on a Regularly-Scheduled Collection Day or another day agreed to by Customer, then Franchisee shall return to that Set-out Site and attempt to Collect that Solid Waste in accordance with Section 4.01(c)(1)(iv) or Section 4.01(c)(2)(iv), as the case may be.

**f. Exposure to Liability for Property Damage.** If Franchisee determines that entering onto the property of a Customer will expose Franchisee to liability for damage to pavement or utilities, then Franchisee may refuse to Collect that Container. Franchisee will provide the Customer with a Non-Collection Notice, describing the risk. If Franchisee refuses pursuant to this Subsection (f) to Collect Solid Waste on a Regularly-Scheduled Collection Day or another day agreed to by Customer, then Franchisee shall return to that Set-out Site and attempt to Collect that Solid Waste in accordance with Section 4.01(c)(1)(iv) or Section 4.01(c)(2)(iv), as the case may be. Franchisee may discontinue collection for that Residential Set-out Site or Commercial Premise until the Container is placed at a location accessible by Franchisee without liability for damage to property.

**g. Inaccessibility of Bin.** If Franchisee is unable to Collect a Container due to inaccessibility to such Container, then Franchisee will provide the Customer with a Non-Collection Notice, describing the inaccessibility. If Franchisee refuses pursuant to this Subsection (g) to Collect Solid Waste on a Regularly-Scheduled Collection Day or another day agreed to by Customer, then Franchisee shall return to that Set-out Site and attempt to Collect that Solid Waste in accordance with Section 4.01(c)(1)(iv) or Section 4.01(c)(2)(iv), as the case may be.

#### **4.05 Customer Service.**

Franchisee acknowledges that County determined to procure and enter into this Agreement with Franchisee, among other reasons, in order to provide improved Customer service, relations, and satisfaction.

**a. Phone Number.** Franchisee will maintain a toll-free telephone number at least during Office Hours and, if Franchisee provides Residential Collection on Saturday, from 8:00 a.m. to noon on Saturdays (collectively “**Phone Hours**”). Franchisee will list the telephone number under Franchisee’s name in County telephone directories (white pages and yellow pages). Franchisee will provide an answering machine or answering service to take reports of missed pick-ups and other complaints that are received outside of Phone Hours.

**b. Emergency Number.** Franchisee will also maintain an emergency telephone number disclosed to County for use outside Phone Hours. Franchisee will make a representative in a position of authority available at the emergency number outside Phone Hours who will return any emergency call as soon as possible, and in any event within one hour.

**c. Field Supervisor.** Franchisee will provide one qualified individual as on-site supervisor of field operations who shall, at a minimum, be responsible for: (i) checking collection operations; (ii) coordinating improvements to Franchise Service; (iii) resolving field problems; and (iv) responding to complaints of Customers in person or by telephone. Franchisee will fully authorize that supervisor to resolve Customer disputes and handle all aspects of Customer service. Franchisee will provide the name and contact information for that supervisor to County upon or prior to the Commencement Date.

**d. Complaint Records.** Franchisee will enter into a daily log all complaints, including date, time, complainant’s name and address if the complainant is willing to give this information, and the nature, date, and manner of complaint resolution. Franchisee will include copies of daily complaint logs in each Quarterly Report furnished to the Director.

**e. Dispute Resolution Protocol.** Franchisee will comply with the Customer Complaint and Billing Dispute Resolution Protocol which is contained in Exhibit 4.05(e).

#### **4.06 Public Education and Community Relations.**

##### **a. Distribution of Materials.**

**1. Community Relations Materials.** County may, ~~once~~twice each Contract Year, prepare community relations materials for distribution to Franchisee’s Customers as determined by County to be necessary, in order to address specific Collection needs or problems. Franchisee will provide County with a Customer list and the postage to cover the cost of that mailing or mail County’s prepared materials to its Customers within fifteen (15) days of County’s request.



**2. Customer Bills.** County may once each Contract Year produce and provide Franchisee with printed inserts, specified as a sheet no larger than 8½ by 11 inches and small promotional items, such as magnets, which Franchisee will include in Customers' bills or otherwise provide to Customers upon County request at no cost to County. In addition, Franchisee will print public information directed by County on Customers' bills.

**b. County Review.** Franchisee will submit final drafts of

- (1) community relations materials;
- (2) promotional materials; and
- (3) general Customer correspondence unrelated to individual Customer accounts (such as notice of change to Collection schedules, Unpermitted Waste advisements, etc.)

to County for review and approval at least fifteen (15) days prior to printing, distributing, or mailing the materials or correspondence.

Franchisee will additionally establish a Customer account for County without charge, using the address for Notice provided in Section 18.01, so that County will automatically receive copies of all of Franchisee's general communications with Customers.

**c. News Media Relations.**

Franchisee will notify the Director by telephone of all requests for news media interviews or statements related to the Franchise Services within twenty-four (24) hours of Franchisee's receipt of the request. Before responding to any inquiries involving issues other than those relating to descriptions of Collection programs and scope of Franchise Services, Franchisee will discuss Franchisee's proposed response with County. Franchisee will submit copies of Franchisee's draft news releases or proposed trade journal articles to County for prior review and approval at least five (5) County Working Days in advance of release. Franchisee will provide copies of articles resulting from media interviews or news releases to County within (7) days after publication.

#### **4.07 Customers' Privacy.**

Franchisee will strictly observe and protect Customers' rights of privacy. Franchisee will not reveal information identifying individual Customers or the composition or contents of a Customer's waste stream to any Person other than County unless upon the authority of a court of law, by Applicable Law, or by valid authorization of the Customer. This provision will not be construed to preclude Franchisee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses that may be required by County or Applicable Law. In addition, Franchisee will not market, sell, convey, or donate to any Person any list with the name or address of Customers *except* that Franchisee will provide that list to

County or other Persons as directed by County. The rights accorded Customers pursuant to this Section are in addition to any other privacy right accorded Customers pursuant to Applicable Law.

#### **4.08 No Discrimination.**

Franchisee will not discriminate against Customers entitled to Franchise Service on account of Suspect Categories.

#### **4.09 Franchisee Billing.**

**a. Billing.** Franchisee will bill and collect Service Fees. Franchisee acknowledges that County is not obligated to bill or collect Service Fees. Franchisee will not hold County liable for any under-billings to Customers of Service Fees or delinquent Service Fee payments.

**b. Refunds.** Franchisee will refund to Customers any overcharges for Franchise Services the earlier of two (2) weeks from the time that Franchisee discovered the overcharge or Customer notified Franchisee of the overcharge. “**Overcharges**” includes: (i) Franchisee’s billing errors; and (ii) refunds for Franchise Services paid in advance by Customers who terminated Franchise Services prior to the end of the billing period.

**c. Customer Disputes.** Franchisee will take Customers’ calls and respond to Customers’ correspondence with respect to disputes regarding billing or otherwise, or resolving disputes. Franchisee acknowledges that County is not responsible for handling Customer disputes.

**d. Records.** Franchisee will maintain billing records in accordance with Section 10.01.

**e. Uniformity.** Franchisee will charge uniform Service Fees to all Customers, regardless of location and cost of Franchise Service. Notwithstanding the foregoing, Franchisee may discount rates as provided in Section 13.01(a).

**f. Failure to Pay Service Fees.** Franchisee shall contact, by phone, any Customer who has failed to pay an invoice within thirty (30) days of the date of such invoice notifying them of late payment. If a Customer fails to pay an invoice within sixty (60) days of the date of such invoice, then Franchisee may suspend services to such Customer until all outstanding Service Fees are paid, and may charge Customer a reinstatement fee up to Twenty-Five dollars (\$25.00) to reinstate services to Customer. If a Customer fails to pay an invoice within ninety (90) days of the date of such invoice, then Franchisee may terminate service to such Customer and collect all Containers from Customer, and may charge Customer a reinstatement fee up to One Hundred Seventy-Five dollars (\$175.00) to reinstate services to Customer.

#### **4.10 Description of Customers' Rights.**

Within

- (1) 30 days of the Commencement Date for existing Customers; and
- (2) prior to the provision of Franchise Services to new Customers,

Franchisee will provide Customers with a written Subscription Order. In each Subscription Order and in Customer's first bill of each Contract Year, Franchisee will include a description of the following Customers' Franchise Services and rights under this Agreement, as County may amend from time to time following dated Notice to Franchisee:

- (1) the scope of Franchise Services provided, including but not limited to day of collection and arrangements for the collection of Bulky Waste or excess Solid Waste;
- (2) the Service Fee or other fees (or, rate);
- (3) Holiday schedules;
- (4) the ability of Customers to immediately terminate their Subscription Order upon oral or written notice to Franchisee without penalty in accordance with Section 4.01(c)(1)(ii) and Section (c)(2)(ii), and describing their refund rights for pre-paid but unused Franchise Service in accordance with Section 4.09(b); and
- (5) any other provision of this Agreement or Applicable Law as directed by County.

The Subscription Order may include a waiver of damage liability and/or indemnification in connection with subscriptions for Franchise Services on private driveways, roads, easements, or pavement.

#### **4.11 Customer Satisfaction Survey.**

County may conduct a Customer satisfaction survey for implementation of Franchise Services, including a survey mailed to Customers together with Customers' bills, in the form of a post card or letter returnable to County. Alternatively, Franchisee may provide County with a Customer list and money to pay the cost of postage, within fifteen (15) days of County's request made pursuant to this section. Franchisee may review and comment upon the form and content of the survey. Franchisee will cooperate with County and its surveyor in the conduct of the survey, including distributing surveys with bills to Customers. Franchisee may obtain a copy of the results of the survey upon request to County.

#### **4.12 Public Performance Review.**

The County Board may conduct a public hearing upon sixty (60) days' Notice to Franchisee at the time that the County Board selects, not more than once during each Contract Year, to review Franchisee's performance and quality of Franchise Service. Franchisee will attend and participate in that hearing. The County Board may use Records and reports required under Article 10, including Records of Customer complaints, as a basis of its reviews. Within thirty (30) days after the conclusion of the public hearing, County will issue a report with respect to the matters raised at the hearings.

#### **4.13 Enforcement of Franchise.**

County may, in its sole discretion, enforce the franchise requirement set forth in Section 12.10.020 of the Mono County Code against third party violators, taking into account the cost of doing so and other factors. Franchisee may independently enforce the semi-exclusive rights granted by this Agreement against third party violators (excluding the other franchisee operating pursuant to a franchise agreement with County), including seeking injunctive relief, and County will use good faith efforts to cooperate in such enforcement actions brought by Franchisee. County will not be liable to Franchisee in any manner, including for any costs or damages such as lost revenues or lost profits, should any Person refuse to subscribe to Franchise Services from Franchisee and/or perform Franchise Services under a franchise agreement with County in competition with Franchisee, and in doing so violate the semi-exclusive grant of franchise given to Franchisee in this Agreement. In that event, Franchisee's sole and exclusive remedy will be to seek an injunction, damages, or other available judicial relief against any such third person or entity that engages in any conduct or activity that violates Franchisee's semi-exclusive rights under this Agreement. If Franchisee becomes aware of any activity by a third party that violates or may violate the provisions of Section 12.10.020 of the Mono County Code, Franchisee will provide Notice to County of such activity.

### **ARTICLE 5. OPERATIONS**

#### **5.01 Routing.**

**a. Route Maps and Account Information.** Within thirty (30) days of the Commencement Date, Franchisee will provide to County route maps or narratives containing the following information ("**Routing Specifications**"):

- (1) a description of each individual route, including starting and end points and street-by-street course;
- (2) Collection day of the week for each individual route; and
- (3) approximate Collection times (a.m. or p.m.) marked at several points along each individual route or noted with the narrative description of the route.

(4) Identification of each individual route that falls within a Bear-Resistant Container Requirement Area.

**b. Route Changes.** Franchisee will submit to County, in writing, any proposed change in Routing Specifications not less than fifteen (15) days prior to the proposed date of implementation or as otherwise agreed to by Franchisee and the Director.

**c. Route Audits.** Upon no less than thirty (30) days' Notice to Franchisee, County may conduct audits of Franchisee's Collection routes. Franchisee will cooperate with County in connection therewith, including permitting County employees or other Persons designated by the Director to follow or ride in the Collection Vehicles during the audit. Franchisee will have no responsibility or liability for the salary, wages, benefits or workers compensation claims of any Person designated by the Director to conduct audits.

## **5.02 Vehicles, Service Assets, and Drivers.**

**a. Vehicle Appearance.** Bodies of Vehicles used in Collection or transportation of Solid Waste must have watertight beds of metal or impervious material that can be cleaned as required by Section 12.10.050 of the Mono County Code. Franchisee will utilize packer-type, completely enclosed Vehicles unless another type of Vehicle is required by weather, terrain, or type of Solid Waste to be hauled. Franchisee will paint and label all Vehicles in a consistent, uniform, and professional manner.

**b. Compliance with Applicable Law.** Franchisee will ensure that all Vehicles it uses to provide the Franchise Services comply with all Applicable Law. Franchisee will document, through its maintenance log or otherwise, compliance under Applicable Law applying to each Vehicle and will provide County with copies of inspection reports within ten (10) days of County's request. County may conduct inspections of Vehicles in connection with any Permits issued by County or otherwise. Franchisee will maintain copies of registration certificates and reports and make them available for inspection at its Office during Office Hours upon request by County.

**c. Vehicle Identification.** Franchisee will paint its name, telephone number, and the Vehicle number on all Vehicles in letters and figures not less than twelve inches (12") high for packer trucks and not less than six inches (6") high on other Vehicles, in accordance with Section 12.10.050 of the Mono County Code.

**d. Cleaning, Maintenance, and Availability.** Franchisee will at all times maintain Vehicles in good, clean condition and repair so that they operate properly and safely. If a leak does occur, then Franchisee will immediately clean it up. Franchisee may not leave Vehicles loaded with Solid Waste for over twenty-four (24) consecutive hours. Franchisee will maintain in readiness at least one (1) spare Vehicle, fully fueled, and ready to dispatch and replace any Vehicle which breaks down on route within reasonable time of break down. Customers will not have to wait for Franchise Service while a disabled Vehicle is repaired.

**e. Equipment.** Franchisee will equip each Collection Vehicle with a fire extinguisher which must be maintained and checked in accordance with manufacturer's warranty and maintenance recommendations.

**f. Re-Refined Oil.** To the extent permitted by equipment warranties and/or available services, Franchisee will give serious consideration to recycling used oil from its Vehicle maintenance operations and to use re-refined oil in its Vehicles, but only to the extent Franchisee receives reasonable assurances satisfactory to Franchisee from the manufacturer of the Vehicle that such use will not damage its equipment, lessen its useful life, add to its expense or result, or be likely to result in potential environmental liability. Should Franchisee elect to adopt such a policy, Franchisee will submit copies of re-refined oil invoices and the assurances to County upon County's request.

**g. Service Assets.** Franchisee will prepare a Service Asset Inventory as set forth in Exhibit 5.02g.

**h. Drivers.** Franchisee will ensure that all drivers of Vehicles have in full force and effect a valid license of the appropriate class issued by the California Department of Motor Vehicles. Franchisee will provide suitable operational and safety training for all of its personnel, including those who drive Vehicles or operate other equipment for Collection, which training will include on-the-job-training by supervisors. Franchisee will train sufficient numbers of drivers to drive all Collection routes so as to ensure no lapse of Franchise Services and will use Reasonable Business Efforts to assign the same driver(s) to identified routes in order to encourage accountability and enhance Customer relations. Franchisee will train its drivers to identify and not to collect Unpermitted Waste. Franchisee will implement drug and alcohol testing in accordance with Applicable Law. Franchisee will maintain copies of licenses for all Vehicle operators and full and complete records of training and testing, which Franchisee will make available to County at Franchisee's Office during Office Hours.

### **5.03 Public Resources Code Section 49520.**

Franchisee acknowledges having received a timely notice from County under Public Resources Code Section 49520 prior to entering into this Agreement, which notice precludes Franchisee from asserting the right to continue to provide Franchise Services in the Franchise Area without a franchise agreement as may be required by County, whether in the form of this Agreement or otherwise, now or in the future.

In accordance with Public Resource Code Section 49523, County and Franchisee hereby contract, based upon the mutually satisfactory terms of providing Franchise Services set forth in this Agreement and receipt of compensation therefor, that Franchisee will terminate providing Franchise Services upon expiration or termination of this Agreement even if that expiration or termination occurs prior to the expiration of the 5-year period described in Public Resources Code Section 49520. Franchisee acknowledges that it does not have the right to make any claim under or pursuant to Public Resources Code Section 49520 but only pursuant to the terms of this Agreement. Franchisee's contracting and acknowledgments in this Agreement do not foreclose County from re-procuring agreements for Franchise Services or Solid Waste Handling Services, including from Franchisee, following termination of this Agreement by exclusive, partially-

exclusive, or wholly-exclusive franchise, contract, license, permit, or otherwise, with or without competitive bidding.

#### **5.04 Personnel.**

**a. Nondiscrimination.** Franchisee will not discriminate against any of its personnel on the basis of Suspect Categories. Franchisee will comply with all Applicable Law regarding nondiscrimination, including those prohibiting discrimination in employment.

**b. Compliance with Immigration Law.** Franchisee will keep all records indicating compliance required by the Federal Immigration and Control Act of 1986 and will make those records available for inspection by County at Franchisee's Office promptly upon County direction.

**c. Conduct.** Franchisee will employ only competent, qualified, conscientious, and sober personnel to ensure Franchise Services satisfactory to County. Franchisee will ensure that its employees serve Customers and the public in a courteous, professional, and reliable manner.

#### **5.05 Contingency Plan.**

Franchisee will prepare a contingency plan to provide Vehicles and personnel necessary and sufficient to maintain uninterrupted Franchise Service during

- (1) mechanical breakdowns;
- (2) extreme weather conditions;
- (3) road closures;
- (4) strikes, work stoppages, and other concerted job actions or similar events; and
- (5) emergencies, including natural disasters

including procedures for replacing Vehicles disabled on routes. Franchisee will provide County with a copy of such plan upon request, and within seven (7) days of any modification.

#### **5.06 Unpermitted Waste.**

Franchisee will comply with the Unpermitted Waste screening, identification, and prevention protocol ("**Unpermitted Waste Screening Protocol**") attached to Exhibit 5.06 or may develop and follow its own Unpermitted Waste Screening Protocol which is at least as stringent as Exhibit 5.06 and which is approved by the Director. If Franchisee delivers Unpermitted Waste to the Designated Disposal Facility or a Diversion Facility, then Franchisee will arrange for proper disposal in accordance with Applicable Law and/or cooperate with the facility owner or operator



with respect thereto. Nothing herein shall limit or circumscribe any right Franchisee may have against the generator of such waste for damages incurred by Franchisee's handling and disposal of such waste.

### 5.07 Annual Meetings.

Franchisee will meet with County at its offices in Bridgeport

(1) a minimum of once every two Contract Years, as directed by County; and

(2) at any additional times as directed by County.

The purpose of the meetings may include addressing operational issues and contract compliance, reviewing Quarterly Reports, and resolving any issues or problems related to the performance of Franchise Services.

## ARTICLE 6. DIVERSION

### 6.01—~~Diversio~~n Reporting.

~~a. Reporting and Substantiation of Diverted Materials.~~ Franchisee will report the amount of ~~Diverted Recyclables to County to the State of California through the CalRecycle Recycling and Disposal Reporting System in its Quarterly Report or when or as otherwise required by the Act.~~ Franchisee will include:

~~(1) the date of diversion;~~

~~(2) the quantity (by each type) of Diverted Recyclables expressed in cubic yards, pounds, or tons;~~

~~(3) the community or project where the Diverted Recyclables originated; and~~

~~the name and telephone number of the Diversion Facility to which Franchisee delivered the Diverted Recyclables and a receipt or invoice from that Diversion Facility; and~~

~~(4) any other information so required by the Act.~~

~~“Diversion Facility” means any materials recovery facility, salvager, processing facility or materials end user. “Diverted Recyclables” means the net quantity of Recyclables that Franchisee has Collected at Residential and Commercial premises and at construction or demolition projects and Diverted, including Recyclables in Bulky Waste. The net quantity will be the gross amount of material Collected and delivered to the Diversion Facility, less any quantity of Solid Waste that was contained therein and deducted from payment and/or Diversion and disposed by said Facility. “Divert,” “Diverted,” “Diversion” or other form thereof means to divert from disposal so that the disposal tonnage is not reported as disposed under the State’s~~

| ~~disposal reporting system and qualifies as diversion under the Act.~~

~~Franchisee will additionally report to County on a quarterly basis the State the amount of Solid Waste contained within Diverted Recyclables that was separated therefrom as required by the Act. Franchisee's report will include the date of Collection, the quantity of Solid Waste expressed in cubic yards, pounds or tons, and the community or project where the Solid Waste originated, or any other information so required by the Act.~~

~~**b. Additional Information.** If County questions reports, Records or other documentation that serves as the basis of measuring the quantity or types of Diverted Recyclables (and associated Solid Waste), then Franchisee will respond to County's questions and provide additional clarifying documentation as soon as possible, but in all events within thirty (30) days from the date County submits questions to Franchisee.~~

#### **6.026.01 Additional Programs.**

County may direct Franchisee to submit proposals for additional programs, including diversion programs, necessary in County's opinion to meet any required diversion goal or other goal. If necessary, the Parties will enter into good faith negotiations for at least thirty (30) days following the date County directs Franchisee to submit a program proposal. If the Parties cannot reach agreement within thirty (30) days, then either Party may refer the matter to the Independent Expert for determination in accordance with Section 9.01. County may independently implement programs itself or through a third Person.

## **ARTICLE 7. SOLID WASTE DISPOSAL**

### **7.01 Transportation to Designated Disposal Facility.**

**a. Designated Disposal Facility.** Franchisee will transport and deliver all Solid Waste, except for Recyclables that it Diverts, to the Designated Disposal Facility, including:

- (1) Solid Waste that Franchisee Collects from Residential and Commercial premises in accordance with Section 4.01(c);
- (2) Solid Waste that Franchisee Collects in performing emergency services in accordance with Section 8.01;
- (3) excess or Bulky Waste that Franchisee Collects in accordance with Section 4.02; and
- (4) C&D Waste that Franchisee Collects in accordance with Section 4.01(f).

County may change the Designated Disposal Facility upon thirty (30) days' Notice to Franchisee. Franchisee will observe and comply with all rules and regulations in effect at the Designated Disposal Facility and follow directions of the operator of the Designated Disposal Facility, including:

- (1) unloading Solid Waste in designated areas;
- (2) accommodating operations and maintenance activities;
- (3) complying with Unpermitted Waste exclusion programs; and
- (4) complying with facility hours of operation, unless otherwise agreed to by the Parties.

Franchisee will at all times operate according to safe industry practices.

**b. Exceptions.** Notwithstanding Subsection (a), Franchisee is *not* obligated to deliver Solid Waste to the Designated Disposal Facility ~~in the following circumstances described in Subsection (b)(1) and Subsection (b)(2)~~ under emergency or unforeseen circumstances if Franchisee fully and timely satisfies the following conditions:

~~**1. South of the Junction of Highways 395 and 182: Highway Closures Notice.** Notice. Prior to diverting Solid Waste from the Designated Disposal Facility, Franchisee gives the Director (or if the Director is unavailable, another person in the Department of Public Works administrative office) oral notice, followed by Notice, of highway or road closure and Franchisee's inability to deliver Solid Waste to the Designated Disposal Facility; Solid Waste generated in those areas of Mono County located south of the junction of Highway 395 and Highway 182 may be diverted from the Designated Disposal Facility if Highway 395 or Benton Crossing Road is closed to all traffic at any point between the location where Franchisee Collected the Solid Waste and the Benton Crossing Landfill by the California Highway Patrol, the California Department of Transportation, the Mono County Department of Public Works, or the Mono County Sheriff's Department and Franchisee fully and timely satisfies the following conditions:~~

~~**2. Records.** Franchisee keeps accurate Records with respect to Solid Waste that Franchisee diverts from the Designated Disposal Facility, including~~

- ~~(i) the amount and type of Solid Waste, documented by a weight ticket from a certified weighmaster from a California or Nevada state-certified truck scale approved by the Director, or a gate receipt from the facility to which Franchisee transported and delivered that diverted Solid Waste;~~
- ~~(ii) the type of Vehicle or Container in which Franchisee transported that Solid Waste; and~~
- ~~(iii) the County staff person to whom Franchisee gave oral notice.~~

~~**1.3. Reporting.** Included in its Quarterly Report submitted to County in accordance with Section 10.02, Franchisee submits a report satisfactory to County with supporting receipts or weight tickets as described above for that Solid Waste diverted during that quarter.~~

~~(i) **Notice.** Prior to diverting Solid Waste from the Designated Disposal Facility, Franchisee gives the Director (or if the Director is unavailable, another person in the Department~~

~~of Public Works administrative office) oral notice, followed by Notice, of highway or road closure and Franchisee's inability to deliver Solid Waste to the Designated Disposal Facility;~~

~~(ii) **Records.** Franchisee keeps accurate Records with respect to Solid Waste that Franchisee diverts from the Designated Disposal Facility, including:~~

- ~~(a) the amount and type of Solid Waste, documented by a weight ticket from County's Walker Transfer Station, County's Bridgeport Transfer Station, or issued by a certified weighmaster from another California or Nevada state certified truck scale approved by the Director, or a gate receipt from the facility to which Franchisee transported and delivered that diverted Solid Waste;~~
- ~~(b) the type of Vehicle or Container in which Franchisee transported that Solid Waste;~~
- ~~(c) the date of highway or road closure and diversion;~~
- ~~(d) the extent of highway closure; and~~

~~(e) County staff person to whom Franchisee gave oral notice.~~

~~(iii) **Reporting.** Included in its Quarterly Report submitted to County in accordance with Section 10.02, Franchisee submits a report satisfactory to County with supporting receipts or weight tickets as described above for that Solid Waste diverted during that quarter.~~

~~(iv) **Capacity Fees.** Together with its quarterly payment of Franchise Fees payable in accordance with Section 13.02(a), Franchisee pays County the Capacity Fee for that Solid Waste as set forth in Exhibit 7.01b.~~

~~2. **North of the Junction of Highways 395 and 182: Any Time.** Solid Waste generated in those areas of the county located north of the junction of Highway 395 and Highway 182 may be diverted from the Designated Disposal Facility if Franchisee fully and timely satisfies the following conditions:~~

~~(i) **Records.** Franchisee keeps accurate Records with respect to diverted Solid Waste, including:~~

~~(a) the amount and type of Solid Waste, documented by a weight ticket from County's Walker Transfer Station, County's Bridgeport Transfer Station, or issued by a certified weighmaster from another California or Nevada state certified truck scale approved by the Director, or a gate receipt from the facility to which Franchisee transported and delivered that diverted Solid Waste; and~~

~~(b) the type of Vehicle or Container in which Franchisee transported that Solid Waste.~~

~~(ii) **Reporting.** Included in its Quarterly Report submitted to County in accordance with Section 10.02, Franchisee submits a report satisfactory to County with supporting receipts or weight tickets as described above for that Solid Waste diverted during that quarter.~~

~~(iii) **Capacity Fees.** Together with the payment of quarterly Franchise Fees payable in accordance with Section 13.02(a), Franchisee pays County the Capacity Fee for each load hauled out of Mono County during the quarter as set forth in Exhibit 7.01b.~~

## **7.02 Defense and Indemnification; Release.**

**a. Requirement.** Franchisee will defend, release, indemnify and hold harmless at its sole cost and expense with counsel approved by County, County (including Persons described in the definition of "County" in Exhibit 1.01) in any actions that assert or allege Liabilities paid, incurred or suffered by, imposed upon or asserted against, County that result or are claimed to have resulted directly or indirectly from the presence, disposal, escape, migration, leakage, spillage, discharge, release or emission of Unpermitted Waste or petroleum products to, in, on, at, or under any place,

site, or facility where Franchisee delivers, stores, processes, recycles, composts, or disposes of Solid Waste to the extent that the Liabilities are caused or alleged to be caused by the following:

**1. Franchisee Negligence or Misconduct:** the wrongful, willful, or negligent act, error or omission, or the misconduct of Franchisee;

**2. Non-Customer Materials:** the collection, delivery, handling, recycling, processing, composting, or disposal by Franchisee of any materials or waste, including Unpermitted Waste, which are generated by Persons other than Customers collected from premises other than Customers' premises;

**3. Failure to Comply with Unpermitted Waste Protocol:** the failure of Franchisee to undertake Hazardous Waste training procedures required by Applicable Law or the Unpermitted Waste Screening Protocol, whichever is more stringent; and

**4. Franchisee-Identified Unpermitted Waste:** the improper or negligent collection, handling, delivery, processing, recycling, composting, or disposal by Franchisee of Unpermitted Waste that Franchisee inadvertently collects from Customers and that Franchisee identifies as Unpermitted Waste prior to its delivery, processing, recycling, composting, or disposal,

whether:

- (i) in one or more instance;
- (ii) threatened or transpired;
- (iii) Franchisee is negligent or otherwise culpable; or
- (iv) those Liabilities are litigated, settled or reduced to judgment.

**b. Household Hazardous Waste.** The mere presence of Household Hazardous Waste in Solid Waste that is Collected under this Agreement will not constitute negligence in and of itself nor create any liability on the part of Franchisee absent any of the circumstances described in items (1) through (4) listed in Subsection (a).

**c. Cooperation with County's Counsel.** County may retain counsel at its own cost and expense or utilize in-house counsel as co-counsel. Franchisee will direct Franchisee's counsel to assist and cooperate with co-counsel with respect to County's defense.

**d. Waiver.** The indemnity in Subsection (a) is intended to operate as an agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify County from liability in accordance with this Section 7.02.

**e. Unpermitted Waste.** Franchisee hereby releases and will not seek contribution or compensation of any nature from County for Liabilities relating to Unpermitted Waste, including relating to RCRA, CERCLA, or the California Health and Safety Code. Franchisee will not make any claims against or assert an interest in any account, fund or reserve that County may establish or set aside, from the proceeds of the [Franchise Fee Surcharge](#) or otherwise, or maintains to cover Liabilities relating to Unpermitted Waste, which established fund or reserve County is under no obligation to establish or maintain.

### **7.03 Disposal Fees.**

Franchisee will timely pay gate and any other fees charged by the ~~Designated~~ [Ultimate Disposal Facility](#) ~~in accordance with County's existing gate fee schedule and Gate Fee Administration Policy, as County may amend those fees or policy from time to time.~~

## **ARTICLE 8. MISCELLANEOUS SERVICE PROVISIONS**

### **8.01 Emergency Services.**

Within twenty-four (24) hours of Notice from County, Franchisee will provide emergency services beyond the scope of Franchise Services at the times and to the extent directed by County, including unscheduled gathering, pick up, collection, and disposal of C&D Debris, Bulky Waste, and other debris resulting from natural disasters such as earthquakes and floods. County will compensate Franchisee its Reimbursement Costs for those services.

### **8.02 Title to Solid Waste.**

All Solid Waste, including Recyclables, becomes the property of Franchisee when Collected by the Franchisee, as provided in Section 12.10.060 of the Mono County Code. This Agreement will not affect any other agreement the Parties may reach with respect to Franchise Services, including but not limited designating the Designated Disposal Waste facility.

### **8.03 Compliance with Applicable Law.**

**a. Compliance.** Franchisee will perform all Franchise Services and will cause its Subcontractors to provide goods or services in accordance and compliance with Applicable Law and with this Agreement, whether or not referenced specifically in the text of this Agreement and regardless of whether Performance Obligations are stated less stringently than Applicable Law. If any Performance Obligation is more stringent than Applicable Law, then Franchisee and its Subcontractors must satisfy that Performance Obligation. Nothing in this Agreement is construed to relieve the Franchisee of any obligations imposed by Applicable Law.



Franchisee acknowledges that County is authorized to make all necessary and reasonable rules and regulations regarding all aspects of Solid Waste Handling Services, including Franchise Services. Franchisee agrees to comply with any and all of those rules and regulations.

Provisions of Applicable Law are incorporated in this Agreement by reference as if set forth fully in this Agreement as contractual obligations of Franchisee to County. In addition to or in lieu of prosecuting violations of Applicable Law as misdemeanors, infractions or otherwise in the manner provided under Applicable Law, County may enforce Applicable Law in the same manner as it may enforce Franchisee's other contractual obligations under this Agreement, including specific performance. However, County has no obligation to enforce any Applicable Law.

**b. Referenced Provisions.** Reference in this Agreement to particular provisions or requirements of Applicable Law may not be construed to limit Franchisee's obligation to comply with all provisions of Applicable Law. Reference to statutory provisions of Applicable Law are deemed to include reference to implementing rules and regulations. These references are intended to facilitate Franchisee's satisfaction of its Performance Obligations and County's administration and specific enforcement of this Agreement, and may not be construed to imply lack of obligation to comply with other provisions or requirements of Applicable Law not referred to or cited in this Agreement. If any Applicable Law specifically referenced or cited in this Agreement is amended, supplemented, restated, re-codified, modified, or repealed, then that reference or citation will be deemed to refer to that amendment, supplement, restatement, re-codification, or modification.

**c. Permits.** Franchisee will obtain and maintain throughout the Term all necessary approvals, authorizations, and Permits (including Permits required under Title 12 of the Mono County Code). Franchisee will show proof of approvals, authorizations, and Permits and will demonstrate compliance with the terms and conditions of said approvals, authorizations, and Permits promptly upon the request of County. In particular, Franchisee warrants and represents that it is fully acquainted with the provisions of the Mono County Code. Where County is the permitting agency, it shall cooperate in good faith with Franchisee in issuing such permits in accordance with law.

**d. Fines and Penalties.** Franchisee is responsible for payment of any and all fines and penalties imposed on Franchisee. Franchisee will not seek reimbursement from County or Customers for any fines or penalties. If Franchisee believes that compliance with a Franchise Obligation would violate Applicable Law thus exposing Franchisee to fines and/or penalties, then Franchisee shall immediately Notify County. If County concurs that Franchisee's compliance would violate Applicable Law, then the Parties shall meet and confer to determine how Franchisee may best comply with the Franchise Obligation and Applicable Law. If County determines in its sole discretion that Franchisee cannot comply with the Franchise Obligation without violating Applicable Law, then County may excuse Franchisee's performance of the Franchise Obligation and provide Franchisee with Notice that such performance is excused.

#### **8.04 Cooperation with Waste Studies.**

Franchisee will cooperate with County on any and all waste composition studies, including modification of routes, separate collection of individual Customer's Solid Waste, and/or delivering targeted loads of Solid Waste to a County-designated location or locations. Franchisee will also cooperate with County on any and all Customer waste assessments, including providing information in its Records on volume and characterization of wastes generated by Customers.

#### **8.05 Service Materials Belong to County.**

Reports prepared by Franchisee in accordance with Article 10, public education and community relations materials prepared in accordance with Section 4.06, and all other work products (whether computerized, written, printed, or photographic) developed by County or Franchisee in connection with Franchise Services, whether developed directly or indirectly by County or Franchisee, may be used by County without limitation or restriction. Franchisee may also continue to use public education and community relations materials and other work product in connection with any project not connected with this Agreement without the prior written consent of County.

#### **8.06 Recycled Materials.**

Franchisee will use Reasonable Business Efforts to procure supplies with post-consumer recycled content.

#### **8.07 Responsiveness to County.**

Franchisee will return telephone calls from County to the person who made that call during County Office Hours no later than the next County Working Day. Franchisee will meet with County during County Office Hours within one (1) week of County's oral or written direction at County offices or other location directed by County. Franchisee will respond to all e-mails from County within two (2) County Working Days of receipt and will respond to other written correspondence from County within seven (7) days of receipt thereof.

#### **~~8.08—Commingling of Waste.~~**

~~Franchisee will not commingle Solid Waste it collects from premises located outside of the unincorporated area of Mono County with Solid Waste Collected by Franchisee within the unincorporated area.~~

## **ARTICLE 9. DISPUTE RESOLUTION BY INDEPENDENT EXPERT**

### **9.01 Independent Expert.**

**a. Selection.** If either Party gives Notice to the other Party of request for dispute resolution by an Independent Expert as authorized by this Article, within ten (10) days after the second Party's receipt of Notice each Party will prepare a separate list of five (5) independent Persons having experience in refuse collection, in numerical order with the first preference at the top, and exchange and compare lists. The Person ranking highest on the two (2) lists by having the lowest total rank order position on the (2) lists will be the Independent Expert. In case of a tie in scores, the Person having the smallest difference between the rankings of the two (2) parties is selected; other ties will be determined by a coin toss. If no Person appears on both lists, then this procedure will be repeated. If selection is not completed after the exchange of three (3) lists or within twenty-one (21) days, whichever comes first, then each Party will select one (1) Person having experience described above and the two (2) Persons so selected will together select an Independent Expert.

**b. Costs.** Parties will share the Independent Expert's costs and fees equally.

**c. Determination Protocol and Standard.** Within ten (10) days of the selection of the Independent Expert, or within ten (10) days of Notice by either Party of request for dispute resolution by an Independent Expert if one has already been selected, both Parties will submit to the Independent Expert a detailed description of the dispute together with a written statement of each Party's position thereon. Parties will simultaneously exchange copies thereof. Both Parties will, in good faith and in writing, promptly provide the Independent Expert with any and all additional information and documentation the Independent Expert requires or requests in order to make its determination and simultaneously provide the other Party with copies thereof. Neither Party will communicate orally with the Independent Expert unless the other Party is privy thereto. Neither Party will communicate in writing with the Independent Expert unless it simultaneously sends copies of the communication to the other Party, in the same manner that it sends the communication to the Independent Expert.

The Independent Expert will make its determination based on the submissions of the Parties, the provisions of this Agreement, its experience with similar services and disputes, and other factual determinations it may make regarding the matter in dispute.

### **d. Binding and Non-Binding Determinations.**

1. Disputes subject to binding determination by the Independent Expert include:
  - (i) fee disputes in accordance with Section 13.04(c);
  - (ii) additional programs in accordance with Section 6.02; and
  - (iii) other disputes agreed to by the Parties.

2. Disputes subject to non-binding determination by the Independent Expert include:
  - (i) the occurrence and extent of Uncontrollable Circumstances; and
  - (ii) other disputes agreed to by the Parties.

## **ARTICLE 10. RECORDS AND REPORTING**

Franchisee acknowledges that County entered into this Agreement, among other reasons, to provide Customers and County with improved Collection Services. Franchisee further acknowledges that, in order that County may better evaluate Franchisee's performance under this Agreement, Franchisee has obligated itself to maintain Records and timely provide reports in accordance with this Article.

### **10.01 Records.**

**a. Maintenance.** Unless otherwise directed by County, Franchisee will accurately maintain at its Office any and all ledgers, books of account, invoices, Customer lists, billing records, route maps, Customer complaints, canceled checks, logs, correspondence, Customer receipts, and other records or documents evidencing or relating to rates, [Franchise Fee Surcharge](#), Customers' Franchise Services subscriptions, satisfaction of Performance Obligations, events subject to damages payable under Section 14.01, documentation as County may reasonably require to ascertain the extent of compliance with the Mono County Code, and items listed in Exhibit 10.01a related to Franchise Services provided by Franchisee ("**Records**"). Specific Record requirements are listed on Exhibit 10.01a. Franchisee will maintain Records for the Term plus three (3) years, or any longer period required by Applicable Law. Franchisee will use Reasonable Business Efforts to promptly provide County any additional information relevant to this Agreement that is not specified in this subsection.

**b. County Inspection and Audit.** Upon Notice by County, Franchisee will use Reasonable Business Efforts to provide copies of Records to County or County's designee(s) for inspection or audit at County Administrative Office or County Auditor-Controller Office. Otherwise, Franchisee will make Records available to County or County's designee(s) for inspection or audit at Franchisee's Office during Office Hours. Notwithstanding anything contained herein to the contrary, County shall have no right to audit, inspect, copy, or otherwise review any of Franchisee's confidential, proprietary, or privileged information.

Where County has reason to believe that Records may be lost or discarded due to dissolution, disbandment or termination of Franchisee's business or other reason, County may require that Franchisee give County custody of any or all Records and that those Records and documents be maintained in County Office of the Department of Public Works. In that event, access to said Records will be granted to any Person duly authorized by Franchisee.

## 10.02 Reporting.

**a. Quarterly.** Franchisee will submit Quarterly Reports to County no later than the ~~fifteen~~ thirtieth (~~15<sup>th</sup>~~30<sup>th</sup>) day of the month immediately following the end of each quarter described in Exhibit 10.02a. *For example, for the Quarter ending on March 31, the Quarterly Report is due to County no later than April ~~15~~30.* Quarterly Reports must be in the form directed or approved by County and contain, at a minimum, the information listed in Exhibit 10.02a, including information needed for County to prepare Quarterly Reports required under Applicable Law with respect to recycling and Diversion of Solid Waste in County, County's compliance with its solid waste facility permits, and quarterly taxes due and payable to the California Department of Tax and Fee Administration.

**b. Annual.** Franchisee will submit Annual Reports to County on or before February 15 of each Contract Year in the form directed or approved by County, totaling the information contained in the Quarterly Reports for the previous Contract Year and containing, at a minimum, the information listed in Exhibit 10.02b.

**c. Additional Information.** Franchisee will use Reasonable Business Efforts to incorporate into reports additional information from Records promptly upon Notice from County.

## 10.03 Financial Records and Reports.

### a. Maintenance of Accounting Records.

**1. Form and Content.** Franchisee will maintain in its Office accurate and complete accounting records containing financial and operational data relating to all costs associated with providing Franchise Services, whether by Franchisee or Subcontractor or Affiliate providing goods or services related to the provision of Franchise Services, prepared on an accrual basis. Franchisee will maintain its accounting records on a basis showing (1) the results of Franchisee's operations under this Agreement separately from operations in other locations, as if Franchisee were an independent entity providing service only to County, as well as (2) the results of Franchisee's operations in all locations, as a corporate entity. With respect to costs associated with goods or services provided by an Affiliate that is a Subcontractor, Franchisee may maintain those records in the office of the Affiliate but will provide County with a copy thereof within ten (10) days of County's request therefor.

**2. County Audit.** County and its auditors and other agents selected by County may conduct on-site audits, reviews, and inspections of Records described in Subsection (a)(1) at Franchisee's Office during Office Hours and make copies of any Records or supporting documentation relevant to this Agreement, including Customer account and billing information, Customer receipts, and ~~Franchise Fee~~Franchise Fee Surcharge payments. Franchisee will retain said records for the term plus three (3) years and any additional time directed by County to enable County to complete any review or audit commenced during said three (3) years. Notwithstanding anything contained herein to the contrary, County shall have no right to audit, inspect, copy, or otherwise review any of Franchisee's confidential, proprietary, or privileged information.

**b. Financial Statements.** Promptly upon County direction, Franchisee will deliver to County up to three (3) copies of Franchisee's most recent financial statements, ~~including any accompanying statement or opinion by the accountant who prepared them respecting that accountant's compilation, review, or audit, as the case may be. Franchisee will cause the accountant to prepare financial statements on an accrual basis showing (1) the results of Franchisee's operations under this Agreement separately from operations in other locations, as if Franchisee were an independent entity providing service only in the unincorporated area of County, as well as (2) the results of Franchisee's operations in all locations.~~

**c. Affiliated Companies.** If Franchisee enters into any Subcontracts with Affiliates, then Franchisee will thereafter disclose said arrangements in Franchisee's financial reports prepared and delivered in accordance with Section 10.03(b). County's inspection rights described in Subsection 10.03(a) extends to said Affiliate or Affiliates.

~~**d. County Review of Financial Statements.** County and/or its agents and consultants may review the audit plan and work papers of any of the accountants whose opinions on the financial statements Franchisee is obligated to deliver to County in accordance with Subsections 10.03(a), (b), or (c). If that review gives rise to any questions or differences of opinion regarding Franchisee's compliance with this Agreement, then Franchisee and its accountant(s) will meet with County and its consultant, if any, to discuss the issues involved within fourteen (14) days of County's direction.~~

#### **10.04 Proprietary Reports and Records.**

**a. Notice of Request.** If County receives a request from a third person to review or copy material which Franchisee has marked "confidential," then County will inform Franchisee and allow Franchisee to present arguments and facts to County in support of Franchisee's position that the material is entitled to an exemption from disclosure under the California Public Records Act, Government Code section ~~6250-7920~~ 6250-7920 *et seq.*, and should not be released.

**b. Notice of Release.** If County determines that the material is *not* entitled to an exemption and that it must be released, then County will inform Franchisee before releasing that material so that Franchisee may seek a court order enjoining that release.

**c. Notice of Legal Action.** If County determines that the material is entitled to an exemption, and the person who requested the information files a legal action seeking its release, then County will inform Franchisee and will not oppose a motion by Franchisee to intervene in the action. Franchisee must either intervene or accept the release of the material. County is not obligated to defend the action and may release the material sought without any liability.

**d. Defense and Indemnification.** Notwithstanding anything contained herein to the contrary, Franchisee shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages,

losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, County's release, disclosure, or withholding of any material which Franchisee has marked "confidential" under the California Public Records Act.

## **ARTICLE 11. INSURANCE, INDEMNIFICATION AND PERFORMANCE ASSURANCES**

### **11.01 Insurance**

#### **a. Policies.**

**1. Types and Amounts.** Franchisee, at Franchisee's sole cost and expense, will procure from an insurance company or companies admitted to do business in the State of California and subject to the regulation of the California Insurance Commissioner and will maintain in force at all times during the Term the types and amounts of insurance listed in Exhibit 11.01a.

**2. Endorsements.** The policies of insurance required pursuant to Subsection (a)(1) must contain the endorsements listed in Exhibit 11.01a.

**b. Delivery of Proof of Coverage.** As of the Commencement Date, Franchisee will furnish County a certificate for each policy of insurance required under this Section 11.01 in a form and substance satisfactory to County. Each such certificate must show the type and amount of coverage, effective dates and dates of expiration of policies and will have all required endorsements. ~~If County requests, then Franchisee will promptly deliver copies of each policy together with all endorsements to County.~~ Franchisee will furnish renewal certificates to County to demonstrate maintenance of the required coverages throughout the Term of this Agreement.

#### **c. Other Insurance Requirements.**

**1. Subcontractors.** If Franchisee subcontracts to a Subcontractor to provide goods or services related to the provision of Franchise Services, then Franchisee will require all such Subcontractors to provide statutory workers' compensation insurance and employer's liability insurance for all of the Subcontractor's employees engaged in the work. The general liability insurance required by this Section must cover Franchisee's liability for acts of its Subcontractors or each Subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section 11.01.

**2. Compliance with Policies.** Franchisee will comply with all requirements of the insurers issuing policies and will require its Subcontractors to do so. Carrying insurance does not relieve Franchisee from any Performance Obligation, including those imposed by this Article 11. If any third Person makes a claim against Franchisee or any Subcontractor on account of any occurrence related to this Agreement, then Franchisee will promptly report the facts in writing to the insurance carrier and to County. If Franchisee fails to procure and maintain any insurance

required by this Agreement, [after County provides Franchisee with five \(5\) days Notice and the opportunity to cure within 30 days](#), then County may take out and maintain such insurance as is required hereunder and Franchisee will reimburse County for County's Reimbursement Costs thereof.

**3. Amendments.** If requested by County, and without charge to County, Franchisee will promptly amend the Comprehensive General Liability policy and by endorsement, add the trustee of any bonds or Certificates of Participation, which were or may be in the future, issued by County to finance County's Solid Waste facilities, including transfer stations and landfills, as an additional insured.

## **11.02 Franchisee Defense and Indemnification.**

**a. Permit.** Franchisee will defend with counsel approved by County and indemnify County for actions arising out of its permit in accordance with Chapter 12.08 of the Mono County Code.

### **b. Agreement.**

**1. Defense and Indemnification.** Franchisee will further indemnify, defend with counsel approved by County, protect and hold harmless County from and against all Liabilities paid, incurred or suffered by, or asserted against, County that result or are claimed to have resulted from Franchisee's performance or provision of Franchise Services pursuant to this Agreement, including the following:

- (i) **Franchisee Negligence or Misconduct:** the wrongful, willful, or negligent act, error, or omission, or the misconduct of Franchisee and Persons described in the definition of "Franchisee" in Exhibit 1.01;
- (ii) **Patents, etc.:** any allegation of infringement, violation, or conversion of any patent, licenses, proprietary right, trade secret, or other similar interest, in connection with any Service Assets, including technology, processes, Vehicles, software, machinery, or equipment;
- (iii) **Challenges to Agreement:** legal challenge with respect to the procurement of this Agreement or Parties' execution of this Agreement, County's authority to contract out Franchise Services, or any provision contained within the Agreement regardless of the legal theory advanced or relied upon by any interested third party, including any appeals necessary to validate that authority or the Agreement; or
- (iv) **Enforcement of Agreement or Applicable Law:** any Liabilities that may be assessed against Franchisee or County in connection with any alleged failure of County to enforce provisions of this Agreement or of Applicable Law as permitted under Section 8.03.



**2. Certain County Negligence Excluded.** Franchisee will not, however, be required to reimburse or indemnify County to the extent any Liabilities are due to the sole negligence or willful misconduct of County and Persons described in the definition of “County” in Exhibit 1.01.

### ~~11.03 Letter of Credit.~~

~~Franchisee will provide for the issuance of an irrevocable direct pay letter of credit by a bank approved by County for the benefit of County, under which County is authorized to draw, in one or more drawings, an aggregate amount of \$10,000 upon the occurrence of an Event of Default or Franchisee’s failure to timely pay any County Payment Obligation. The expiration date of the Letter of Credit must be no less than the Term or if subject to renewal, provide County with thirty (30) days advance notice of non-renewal. The Letter of Credit will expire on the date on which the Bank receives a certificate from County saying that the Term has expired or this Agreement has been terminated and Franchisee owes County no money hereunder, or that Franchisee has substituted an alternative letter of credit or other security document acceptable to County in County’s sole discretion. The form of the Letter of Credit, including the procedures for and place of demand for payment and drawing certificate attached thereto, is subject to approval of County in its sole discretion. The Letter of Credit must be transferable to any successor or assign of County.~~

## **ARTICLE 12. CRIMINAL ACTIVITY**

### **12.01 Criminal Activity.**

Franchisee will immediately provide Notice to County upon the occurrence of any of the following events or circumstances listed in Subsection (a) and Subsection (b) (“**Convictions or Pleas**”) with respect to Franchisee or any of its Contract Managers defined below in Subsection (e):

**a. Convictions, etc.:** Franchisee or any of its Contract Managers defined in Subsection 12.01(e), has a criminal conviction, permanent mandatory or prohibitory injunction, or a final judgment or order from a court, municipality, or regulatory agency of competent jurisdiction with respect to the following (“**Criminal Activity**”):

- (1) fraud or other criminal offense, other than offenses constituting infractions, in connection with obtaining, attempting to obtain, procuring, or performing a public or private agreement related to Recyclables or Solid Waste services of any kind (including collection, hauling, transfer, processing, composting, or disposal), including this Agreement;
- (2) bribery or attempting to bribe a public officer or employee of a local, state, or federal agency;

- (3) embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony;
- (4) unlawful disposal of hazardous, designated, or other waste; or
- (5) violation of securities laws or antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation, and of unfair and anti-competitive trade practice laws, including with respect to inflation of waste collection, hauling, or disposal fees.

**b. Pleas, etc.:** Franchisee or any of its Contract Managers defined in Subsection (e) has pled “guilty” or entered a plea of “*nolo contendere*” or “no contest” to Criminal Activity occurring within County or relating to this Agreement.

**c. Cure.** Upon the occurrence of any Convictions or Pleas, Franchisee immediately will do or cause to be done *both* of the following:

- (1) terminate from employment or remove from office the offending Contract Manager who is an individual, or, with respect to a Contract Manager that is the Franchisee or an Affiliate, the individual or individuals responsible for the Criminal Activity; and
- (2) eliminate the participation by that Contract Manager who is an individual or, with respect to a Contract Manager that is the Franchisee or an Affiliate, the individual or individuals responsible for the Criminal Activity, in any Position of Influence described in Subsection 12.01(e) below.

County in its sole discretion may terminate the Agreement upon 30 days’ Notice to the Franchisee, or may impose other sanctions (which may include financial sanctions, temporary suspensions, or any other conditions deemed appropriate short of termination) as it will deem proper, in the following events:

- (1) Franchisee or any Affiliate fails to comply with the foregoing obligation of this Subsection (c); or
- (2) the Criminal Activity concerns and is related to this Agreement.

Franchisee must be given the opportunity to present to the Director evidence in mitigation during the preceding Notice period and County must consider that evidence.

**d. New Employees.** Franchisee will not allow or cause to be allowed any employee, officer, or director of an Affiliate who is the subject of any Criminal Activity to be hired or transferred from any Affiliate to a position as a Contract Manager.

**e. Definitions.** For purposes of this Section, “**Franchisee or any of its Contract Managers**” means:

- (1) Franchisee and its officers and directors;
- (2) the officers and directors of Franchisee’s parent corporation and of each successive parent corporation’s parent corporation identified in Exhibit 12.01e(2);
- (3) the Franchisee Representative; and
- (4) any other Persons, including Affiliates and Franchisees’ or Affiliates’ employees, officers, or directors, who have the authority or responsibility to directly or indirectly administer, manage, direct, supervise, or oversee Franchise Services or this Agreement, *including* the following: (i) supplying goods or services; (ii) serving as director of the board of directors of Franchisee or an Affiliate; (iii) serving as an officer or employee of Franchisee or an Affiliate; (iv) reviewing or negotiating Franchisee’s contracts (including this Agreement); (v) providing in-house legal services; (vi) providing insurance or other performance security; and (vii) providing processing or disposal, but *excluding* the following: monitoring Franchisee’s performance, supervising Franchisee’s finance and capital budget decisions and articulating general policies and procedures not related to Criminal Activity. This authority and responsibility is defined as “**Position of Influence.**”

## **ARTICLE 13. SERVICE FEES**

### **13.01 Service Fees. Franchisee understands and acknowledges, as follows:**

- (1) Pursuant to Chapter 12.10 of the Mono County Code, up to two (2) solid waste enterprises will be granted exclusive franchises in the form of this Agreement to provide Franchise Services as primary franchisees within the Service Area.
- (2) In authorizing up to two (2) Franchisees within the same Service Area, it is County’s intention to allow for competition and thereby avoid the need to set Service Fees, other than Service Fee floors, for the provision of Franchise Services pursuant to this Agreement.
- (3) Notwithstanding the above, County may set Service Fee caps or specific Service Fees as provided in Subsection (b).

**a. Service Fee Floors.** Franchisee will not charge Service Fees for the Franchise Services provided pursuant to this Agreement that are less than those Service Fees listed in Exhibit 13.01a, except as set forth below.

**1. Senior Rates.** Franchisee may charge Service Fees up to twenty percent (20%) below those set forth in Exhibit 13.01a to Residential Customers over the age of 62, provided that those Service Fees are uniform as to all such Customers.

**2. Multiple-service Cart.** Franchisee may charge Service Fees up to twenty percent (20%) below those for Carts set forth in Exhibit 13.01a to Commercial Customers who require multiple Collections each week, provided that the reduced rates are uniform countywide and the Customer is already furnished with the largest Bin that Franchisee has in its Service Asset Inventory.

**b. Service Fee Caps and Specific Service Fees.** County may set Service Fees caps or set specific Service Fees for the provision of Franchise Services if either of the following events occurs:

**1. Franchisee Becomes Sole Provider.** If Franchisee becomes the only primary franchisee, as defined in Section 12.02.020 of the Mono County Code, then subject to subsequent Service Fee adjustment provided in Subsection 13.01(c), Franchisee will charge Service Fees no greater than the Service Fees it charged on the date that Franchisee became the sole primary franchisee, as determined by County. If, however, Franchisee's Service Fees increased by more than five percent (5%) in the 12-month period immediately preceding its becoming the only primary franchisee, then Franchisee will submit to County a written explanation of the basis for the increase(s) made during that 12-month period. Franchisee will provide County with documentation or other information related to those increases within ten (10) days of County's request. Based upon its review of that documentation and other information, the County Board may:

- (1) set Franchisee's Service Fees at the level existing as of the date Franchisee became the sole primary franchisee; or
- (2) set Franchisee's Service Fees at a level that is less than that existing on that date.

**2. Unjustified Service Fee Increase Exceeding 5%.** If, notwithstanding the existence of competition within the Service Area, any Service Fee or Fees charged by Franchisee increase by more than five percent (5%) in any 12-month period, then within ten (10) calendar days of County's request Franchisee will provide County with a written explanation of those increase(s), together with any financial and other records justifying the increase(s). If County determines, in its sole discretion, that the increase(s) are not justified by the information provided, then County may set Franchisee's Service Fee or Service Fees as provided in Subsection (b)(1).

**c. Service Fee Adjustments.** If Service Fees are set pursuant to Subsection (b)(1) or Subsection (b)(2), then those Service Fees may be adjusted as provided in Subsection (c). Upon written request by Franchisee to the County Board for a Service Fee adjustment submitted no earlier than July 1<sup>st</sup> and no later than October 1<sup>st</sup> prior to the commencement of each new Contract Year, Franchisee's Service Fees for Franchise Services will be adjusted, upward or downward, annually, effective January 1<sup>st</sup> of each Contract Year, in the manner described provided in

Subsection (c). The County Board may also (but is not obligated to) act on its own initiative in the event Franchisee declines to request an adjustment to its Service Fees, and adjust Franchisee's Service Fees in the manner described below. Franchisee will provide written notice to each Customer in a form approved by County, of annual increases, whether initiated by Franchisee or by the County Board, at least six (6) weeks prior to their implementation.

### 1. Annual Adjustments.

(i) **CPI Adjustment.** ~~SeventyNinety~~-five percent (~~975~~%) of Franchisee's Service Fees are subject to adjustment in accordance with the Consumer Price Index – Not Seasonally Adjusted, U.S. City Average for Garbage and Trash Collection ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year. Thus, if the CPI experienced a net increase of 3% from September, 2005, to September, 2006, then ~~ninetyseventy~~-five percent (~~975~~%) of Franchisee's Service Fees would be subject to a three percent (3%) increase effective as of January 1, 2007.

(ii) **PPI Adjustment.** Five percent (5%) of Franchisee's Service Fees are subject to adjustment as described below in accordance with the Producer Price Index – Not Seasonally Adjusted, U.S. City Average for #2 Diesel all items ("PPI"), as published by the United States Department of Labor, Bureau of Labor Statistics, for the month of September during the most recent 12-month period preceding the upcoming operating year. Thus, if the PPI experienced a net increase of three percent (3%) between September, 2005, and September, 2006, then five percent (5%) of Franchisee's Service Fees would be subject to a three percent (3%) increase effective as of January 1, 2007.

~~(iii) **Gate Fee Adjustment.** Twenty percent (20%) of Franchisee's Service Fees are subject to adjustment to reflect increases or decreases in the gate fees charged at the Designated Disposal Site. This portion of Franchisee's Service Fees will apply either generally to the gate fees for solid waste, or for the specific category of waste for which the Franchisee has established a Service Fee, such as white goods, tires, C&D Waste, or others that may be applicable.~~

The total adjustment of Service Fees under this subsection, whether upward or downward, may not exceed five percent (5%) in any one Contract Year.

If either the CPI or PPI category specified above is discontinued or revised during the Term by the United States Department of Labor, Bureau of Labor Statistics, such other government index or computation with which it is replaced will be used in order to obtain substantially the same result as would be obtained if the category had not been discontinued or revised. County will specify any replacement index to the CPI or PPI category at its sole discretion.

2. **Change in Law Adjustments.** In addition to the adjustments set forth in Subsection (c)(1), Franchisee may request an adjustment to Franchisee's Service Fees where a change in Applicable Law, ~~other than a change to the gate fees charged at the Designated Disposal Facility,~~ results in an increase in Franchisee's Direct costs. Franchisee may request Service Fee

adjustments made under this subsection at any time during the course of a Contract Year; *provided, however,* that Franchisee may not request more than one adjustment due to changes in law per Operating Year. For the purposes of this subsection “**Operating Year**” will mean the 12-month period immediately preceding or following the requested adjustment. In its application for a Service Fee adjustment based on a Change in Law, Franchisee must include a statement of the amount of the requested adjustment, the basis therefore, and all financial and other records on which Franchisee relies for its claim that Franchisee’s Direct Costs have increased. The Director will review Franchisee’s Service Fee application and notify Franchisee if it is complete or whether the Director wishes to review and/or audit any additional documents or information reasonably related to the requested increase before submitting the matter to the County Board for their consideration. The Board will review and consider the requests within a reasonable period of time after the complete submittal by Franchisee and after County has had a reasonable period of time to request, review, and audit any applicable financial records of Franchisee and/or its Affiliates. The Board may grant Franchisee’s requested Service Fee adjustment or, based on the information presented, may increase or decrease Franchisee’s Service Fees in amounts different from Franchisee’s request. The adjusted Service Fees, if approved, will go into effect thirty (30) days after such approval or at such other time as established by the Board.

**d. Resolution of Issues Regarding Service Fee Adjustments.** Any issue regarding Service Fee adjustments, or the computation thereof will be decided by the County Board. The Service Fees in effect at the time any issue or dispute is submitted to the Board will remain in effect pending resolution of any issue or dispute. The effective date of any dispute resolution, whether retroactive or prospective, will reasonably be determined by the Board. In the event that Franchisee and County are unable to reach agreement regarding the adjustment of Service Fees, then either party may terminate this Agreement by sending to the other party a Notice stating the basis therefor, and setting a date of termination that is at six (6) months from the date printed on the Notice, *unless* the Parties agrees to a shorter date.

### 13.02 Fees Payable by Franchisee.

#### a. Surcharge

1. Amount. In consideration for County’s costs in managing the solid waste franchise program, Franchisee will pay County a flat Surcharge of \$285.00 on each ton of waste collected in unincorporated Mono County that is not delivered to and subject to a tipping fee at a County-owned Satellite Transfer Station (i.e., the Benton, Paradise, Chalfant, Walker, Bridgeport or Pumice Valley Satellite Transfer Stations). For each ton of waste that has been subject to a tipping fee at a County-owned Satellite Transfer Station, this surcharge shall not apply.

2. Adjustment to Surcharge. By the end of the first Quarter of each year, County will determine whether County requires modification to the Surcharge to account for increases or decreases in management costs. County shall Notify Franchisee of the new Surcharge, which will take effect July 1 of that year.

#### a. Franchise Fee.

1. Amount. In consideration for County’s granting Franchisee the franchise described in Section 4.01, Franchisee will pay County the Franchise Fee equal to four percent (4%) of the

~~Gross Revenues received from providing the Franchise Services, commencing with revenues billed for and received after October 1, 2018, but excluding Gross Revenues received from providing the Franchise Services pursuant to an Existing Agreement listed in Exhibit 13.01a.~~

**2.3. Payment.** Franchisee will pay the ~~Franchise Fee~~ sum of the Surcharge for all eligible tonnage collected in unincorporated Mono County quarterly, no later than the first day of the second month immediately following the Quarter in which Franchisee rendered Franchise Services, as required by Section 12.10.022 of the Mono County Code (for example, for the quarter ending on March 31, payment is due no later than May 1). With payment, Franchisee will additionally provide:

- (1) documentation in form and detail satisfactory to the Director showing the basis for calculating the ~~Franchise Fee~~Franchise Fee Surcharge, together with additional information to calculate or verify the ~~Franchise Fee~~Franchise Fee Surcharge that the Director may determine to be necessary; and
- ~~(2)~~ a representation and warranty as follows: “I represent and warrant, under penalty of perjury of the laws of the State of California, that I am familiar with the ~~financial transactions~~operations of D & S Waste Removal, Inc. and am responsible for keeping and maintaining its ~~financial~~ records, including ~~gross receipts thereof~~tonnage collected by location, and I have reviewed the [INSERT DATE AND DESCRIPTION OF ACCOMPANYING ~~FRANCHISE PAYMENT~~ ACCOUNTING STATEMENTS SURCHARGE ACCOUNTING]. To the best of my knowledge and belief, the statement is true, correct and complete.”

Documentation and representations and warranties filed by Franchisee are not deemed conclusive as to the information presented or statements made therein. Franchisee’s submission of documentation and representations and warranties does not preclude County from taking additional measures and actions to collect ~~franchise fees~~Franchise Fee Surcharge actually due and payable.

**3.4. Late Payment Charges.** If Franchisee does not fully and timely pay its ~~Franchise Fee~~Franchise Fee Surcharge in accordance with Subsection (a)(~~32~~), then Franchisee shall pay a basic penalty of ten percent (10%) of the amount of the unpaid ~~Franchise Fee~~Franchise Fee Surcharge plus interest equal to one and one half percent (1½ %) of the total of (i) the unpaid monthly charges and (ii) the basic penalty, for each month, or part of a month, that the monthly ~~franchise fee~~Franchise Fee Surcharge has not been paid.

**4.5. County Audit.** County may, at its own expense and using a consultant of its choosing, audit the records of Franchisee and Franchisee must provide County with copies of records within two (2) weeks of County’s request. If County’s audit demonstrates to the satisfaction of County that the ~~Franchise Fee~~Franchise Fee Surcharge paid by Franchisee to County was understated, then Franchisee will pay County both:

- (1) the amount of the understated ~~Franchise Fee~~Franchise Fee Surcharge plus the late payment charges provided in Subsection (a)(~~43~~) within thirty (30) days following County’s submission of the results of the audit to Franchisee, and
- (2) if County’s audit demonstrates that the ~~Franchise Fee~~Franchise Fee Surcharge paid by Franchisee was understated by more than Five Thousand dollars (\$5,000.00) or two percent (2%), whichever is less, County’s Reimbursement Cost to conduct the audit.

~~5. Annual Review by CPA; Actual Payments. Within one hundred twenty (120) days following the close of each Contract Year, Franchisee will furnish County with a statement showing and substantiating the amount of the Franchise Fee, both owed and paid. Franchisee will cause that statement to be audited by an independent certified public accountant, acceptable to County, in accordance with generally accepted auditing principles, and including the accountant’s statement relative to his or her review. That statement will also be accompanied by the representation and warranty required by item (2) of Subsection (a)(2).~~



**b. Solid Waste Permit Fee.** Franchisee will pay County any fee for Permits issued by County in the time, manner, and amount required by the Mono County Code or by resolution of the County Board.

### **13.03 Payment of Moneys Due County.**

Franchisee will pay all County Payment Obligations (i) on the date they are due pursuant to this Agreement; or (ii) if no date is provided in this Agreement, within twenty (20) days of County's demand.

If Franchisee has not fully and timely paid a County Payment Obligation within twenty (20) days of their due date, then County may seek, in accordance with Article 14, remedies ~~draw on Franchisee's Letter of Credit in accordance with Section 11.03~~ for the amount of (i) the Payment Obligation, *plus* (ii) the Overdue Rate or, with respect to Franchise Fees Surcharges, the late-payment charge set forth in Section 13.02.

### **13.04 Fee Disputes.**

**a. County's Notice of Dispute.** If County disputes any amount calculated by Franchisee in accordance with Section 13.02(a), then County will give Franchisee Notice of its dispute together with any request for additional information, identified with reasonable specificity, with respect thereto.

**b. Franchisee's Response.** Within seven (7) days of receiving County's Notice, Franchisee will respond to County's dispute and supply any requested information. If Franchisee does not respond within said time, then it will be deemed to concur with County. If Franchisee concurs or is deemed to concur, then it will promptly amend the disputed invoice.

**c. Dispute Resolution.** If County disagrees with Franchisee's response and County and Franchisee cannot reach agreement during an ensuing 15-day period following the Franchisee's response, then the Parties may agree to submit the matter for binding resolution by the Independent Expert in accordance with Article 9.

~~e.~~  
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## **ARTICLE 14. BREACHES, DEFAULTS, DAMAGES, AND OTHER REMEDIES**

### **14.01 Certain Breaches and Damages.**

**a. Notice and Opportunity to Correct.** County entered into this Agreement with Franchisee in part based on Franchisee's demonstrated abilities, service quality, and responsiveness to Customers' and County's needs. It is County's hope to avoid exercising remedies set forth in this Agreement whenever possible by working with Franchisee informally to resolve Events of Default or other failures to satisfy the obligations set forth in this Agreement. Thus, County may, in its sole discretion, provide verbal notice to Franchisee of any Event of

Default or failure by Franchisee to satisfy the obligations set forth in this Agreement of which County becomes aware prior to pursuing other remedies set forth in this Agreement. If Franchisee corrects said Event of Default or failure to the satisfaction of the Director within the number of days provided, then County shall not pursue additional remedies for that occurrence. In addition, Franchisee shall have each of the opportunities to cure and/or correct Events of Default or other failures to satisfy the obligations of this Agreement set forth in Mono County Code section 12.10.023(E).

**b. Franchisee Reports.** In each Quarterly Report, Franchisee will certify to County that it has fully and timely met its Performance Obligations during the preceding Quarter. If Franchisee cannot so certify, then Franchisee will note those failures in its Quarterly Report and within thirty (30) days of submitting its Quarterly Report, pay damages listed in Exhibit 14.01 for each failure occurring after the first six (6) weeks following the Commencement Date.

**c. County Notice.** If County becomes aware at any time that Franchisee has not fully and timely met its Performance Obligations, then County may provide Franchisee with a Notice thereof specifying any damages that Franchisee must pay County in accordance with Exhibit 14.01 within ten (10) days of Notice, *unless* Franchisee contests payment of damages as provided in Subsection (d).

**d. Procedure for Review of Damage Obligations.** Within ten (10) days of the date of the Notice by County described in Subsection (c), Franchisee may contest imposition of damages by submitting documentary evidence to County demonstrating why Franchisee does not owe damages. County will use Reasonable Business Efforts to review Franchisee's evidence and render a written decision to Franchisee confirming or reversing the imposition of damages as soon as reasonably possible after receipt of the evidence. County's decision is final and binding and constitutes final Notice for the purposes of this Subsection (d).

**e. Damages Reasonable.** The Parties acknowledge that County has incurred considerable time and expense procuring this Agreement in order to secure an improved level of Collection service quality, accountability, and increased Customer satisfaction. Therefore, consistent and reliable Franchise Service and accountability is of utmost importance to County. County has considered and relied on Franchisee's representations as to its quality of service commitment in entering into this Agreement, and Franchisee's breach of its Performance Obligations represents a loss of bargain to County and Customers.

The Parties further recognize that quantified standards of performance and regular reporting to County regarding that performance are necessary and appropriate to ensure consistent and reliable Service, and if Franchisee fails to meet its Performance Obligations then County will suffer damages (including its Customers' inconvenience; anxiety; and frustration, criticism, and complaint by Customers; potential political pressure; lost the County Board and staff time; and loss of bargain secured through time-consuming and expensive procurement) and that it is and will be impracticable and extremely difficult to ascertain and determine the value thereof. In addition, if Franchisee fails to fully and timely satisfy its Performance Obligations or in the Event of Default, then the urgency of protecting public health and safety may necessitate that County enter into emergency or short-term arrangements for services without competitive procurement at prices

substantially greater than hereunder, and the monetary loss resulting therefrom is impossible to precisely quantify. Lastly, termination of this Agreement for Franchisee Default and other remedies provided hereunder are, at best, a means of future correction and not remedies that make County whole for past Breaches and Franchisee Defaults. Therefore, the Parties agree that the liquidated damages listed in Exhibit 14.01 represent a reasonable estimate of the amount of said damages, considering all of the circumstances existing on the Commencement Date, including the relationship of the sums to the range of harm to County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each Party specifically confirms the accuracy of the statements made above and the fact that each Party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

#### **14.02 Remedies Upon Default.**

**a. Remedy.** Upon the occurrence of an Event of Default, County has the following remedies:

**1. Termination.** County may terminate this Agreement or any portion of Franchisee's Performance Obligations. Prior to termination, County must give Franchisee a Notice stating the reason for the termination. County may terminate the Agreement

- (1) thirty (30) days following the date of the Notice; or
- (2) immediately following the date of the Notice if
  - (i) County determines that protection of public health and safety requires immediate termination;
  - (ii) Franchisee fails to maintain insurance, bonds, or other assurances of performance required under this Agreement;
  - (iii) Franchisee Violates law, as set forth in Section 10.12.023(E)(1)(e) of the Mono County Code.

**2. Suspension.** County may suspend all or a portion of this Agreement for up to thirty (30) days. During that 30-day period the Franchisee may demonstrate to the sole satisfaction of County that Franchisee can once again fully perform the Franchise Services. If Franchisee so demonstrates, then County's right to suspend or terminate the Agreement will cease and Franchisee may resume providing Franchise Services. If Franchisee does not so demonstrate, then County may terminate the Agreement and exercise any other rights and remedies under this Agreement. Prior to suspending all or a portion of this Agreement, County must give Franchisee a Notice stating the reasons for the suspension. County may suspend the Agreement, effective fifteen (15) days after the date of the Notice. If County determines that the suspension is necessary for the protection public health and safety, then County need not give Franchisee Notice but may

give Franchisee oral notice stating the reasons for the suspension, effective immediately. County will provide Franchisee with Notice confirming oral notice.

**3. Damages.** County may exercise its remedies of damages (including damages in accordance with Section 14.01).

**4. Equitable Relief.** County may exercise any other available remedies at law or in equity (including specific performance and injunctive relief). Franchisee acknowledges that County's remedy of damages for a breach of this Agreement by Franchisee may be inadequate for reasons including: (i) the urgency of timely, continuous and high-quality Solid Waste management service under this Agreement, including collection, transportation and/or transfer for disposal of putrescible wastes which constitute a threat to public health; and (ii) for all of the reasons set forth in Section 14.01(e). Therefore, County is entitled to all available equitable remedies, including specific performance or injunctive relief.

~~**b. Delivery Obligations.** Franchisee further acknowledges that County's remedy of damages for a breach of Section 7.01 by Franchisee (Failure to Deliver Materials to Designated Disposal Facility) may be inadequate and, consequently, that County is entitled to all available equitable remedies, including specific performance and injunctive relief for all of the reasons set forth in Exhibit R-1.~~

#### **14.03 Remedies Not Exclusive.**

County's rights and remedies in the Event of Default are not exclusive. Exercise of one remedy, including seeking damages, is not an election of remedies but is cumulative with any other remedies under this Agreement.

#### **14.04 Waivers.**

**a. County Waiver of Breach.** County's waiver of any breach or Event of Default will not be deemed to be a waiver of any other breach or Event of Default including those with respect to the same obligations under this Agreement. County's decision not to demand payment of damages will not be deemed a waiver of any Franchisee failure to satisfy any Performance Obligations. County's subsequent acceptance of any damages or other money paid by Franchisee, including damages, will not be deemed to be a waiver by County of any pre-existing or concurrent breach or Event of Default.

**b. Franchisee Waiver of Certain Defenses.** Franchisee acknowledges that it is solely responsible for providing Franchise Services and by this Agreement irrevocably and unconditionally waives defenses to the payment and satisfaction of its Performance Obligations under this Agreement based upon failure of consideration; contract of adhesion; impossibility or impracticability of performance; commercial frustration of purpose; or the existence, non-existence, occurrence or non-occurrence of any foreseen or unforeseen fact, event, or contingency

that may be a basic assumption of Franchisee with regard to any provision of this Agreement. However, Franchisee does not waive any defense of Uncontrollable Circumstances.

#### **14.05 Jurisdiction; Venue.**

- a. Jurisdiction.** The Parties will bring any lawsuits arising out of this Agreement in State or Federal courts within the State of California, which will have exclusive jurisdiction over said lawsuits.
- b. Venue.** Venue will be made and performed in courts sitting in Mono County.
- c. Other.** The site of any other hearing or action, whether arbitration or non-judicial, of whatever nature or kind regarding this Agreement, will be conducted in Mono County.

#### **14.06 Costs.**

Franchisee agrees to pay to County County's Reimbursement Costs reasonably incurred by or on behalf of County enforcing timely payment or performance of Franchisee's obligations under this Agreement.

#### **14.07 Assurance of Performance.**

If Franchisee

- (1) is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing, or other concerted job action); or
- (2) appears in the judgment of County to be unable to regularly pay its bills as they become due; or
- (3) is the subject of a civil or criminal judgment or order entered by a federal, state, regional, or local agency for violation of an environmental or tax law,

and County believes in good faith that Franchisee's ability to timely and fully perform Franchise Services has been placed in substantial jeopardy, then County may, at its option and in addition to all other remedies it may have, demand from Franchisee reasonable assurances of timely and full performance under this Agreement. If Franchisee fails or refuses to provide reasonable assurances by the date required by County, then that failure or refusal will constitute an Event of Default in accordance with Section 12.10.023(E)(2)(b) of the Mono County Code.

#### **14.08 ~~County Right to Perform Franchise Services.~~**

~~**a. Events.** County may perform, or contract for the performance of, any or all of Franchisee's Performance Obligations, including the collection of Solid Waste or any portion thereof and transportation and delivery to a Solid Waste facility, upon the occurrence of either of the following events, determined by County in its sole discretion:~~

- ~~(1) Franchisee, due to Uncontrollable Circumstances or for any reason whatsoever, fails, refuses, or is unable for a period of forty eight (48) hours to Collect and/or to transport, Solid Waste to a Solid Waste facility and County determines there is danger to the public health, safety, or welfare; or~~
- ~~(2) County suspends any portion of Franchisee's Performance Obligations or terminates this Agreement in accordance with Section 14.02(a)(1).~~

~~County has no obligation to continue providing Franchise Services and may at any time, in its sole discretion, cease to provide Franchise Services. However, County's right to provide Franchise Services, including contracting with another Person, will continue until Franchisee can demonstrate to County's satisfaction that Franchisee is ready, willing, and able to resume timely and full Franchise Services.~~

~~**b. Notice.** County may give Franchisee oral notice that County is exercising its right to perform Franchise Services, which notice is effective immediately, but must confirm oral notice with Notice within 24 hours thereafter to extend County performance.~~

~~**c. Records and Reports.** In the event that County exercises its right under Section 14.08(a) to perform any or all of Franchisee's Performance Obligations, Franchisee shall promptly provide County with immediate access and/or possession of Records, including but not limited to those related to routing and billing.~~

~~**d. Stipulations.** Franchisee agrees and stipulates that County's exercise of rights under this Section 14.08 does not constitute a taking of any private property interest or right for which County must compensate Franchisee; will not create any liability on the part of County to Franchisee; and does not exempt Franchisee from any Indemnities, which the Parties acknowledge are intended to extend to circumstances arising under this Section 14.08.~~

### **ARTICLE 15. FRANCHISEE'S OBLIGATIONS UPON EXPIRATION OR TERMINATION**

#### **15.01 Pay Outstanding Amounts.**

Franchisee will pay County any County Payment Obligations or other amounts then accrued and payable.

## **15.02 Cooperation During Transition.**

If Franchisee is not awarded an agreement to continue to provide Franchise Services following the expiration or termination of this Agreement, then Franchisee will reasonably cooperate with County and the succeeding Franchisee(s), contractor(s), licensee(s), permittee(s), or other Person(s) providing Solid Waste Handling Services to assure a smooth, efficient, orderly, timely, and effective transition from Franchise Services to those Solid Waste Handling Services, including transfer of Records; complete routing information, route maps, vehicle fleet information, and Customer billing lists, upon request of County; providing other Records and reports required by this Agreement; and coordinating with County and any subsequent Franchisee(s), contractor(s), licensee(s), permittee(s), or other Person(s) with respect to exchanging Containers. Franchisee will not remove a Container from any Customer's premises until the earlier of: (1) the date replacement containers are provided to the Customer, or (2) 3 weeks after the expiration or termination of this Agreement. THIS OBLIGATION OF FRANCHISEE WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **ARTICLE 16. THE PARTIES**

### **16.01 Franchisee is Independent Contractor.**

Franchisee will perform Franchise Services as an independent contractor engaged by County and not as officer, agent, servant, employee, or partner of County nor as a joint venture with County. No employee or agent of Franchisee is deemed to be an employee or agent of County. Franchisee will have the exclusive control over the manner and means of performing Franchise Services and meeting its Performance Obligations and over all Persons performing Franchise Services. Use of the word "direct" in this Agreement signifies County's right to require Franchisee's compliance with County directions, but will not be construed to signify County control over the manner and means of performing Franchise Services. Franchisee is solely responsible for the acts and omissions of its officers, employees, contractors, subcontractors, and agents, none of which is deemed to be an officer, agent, servant, or employee of County. Neither Franchisee nor its officers, employees, contractors, subcontractors, and agents will obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrue to County employees and Franchisee expressly waives any claim it may have or acquire to said benefits.

### **16.02 Parties in Interest.**

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the Parties and their representatives, successors, and permitted assigns.

### **16.03 Binding on Successors.**

The provisions of this Agreement will inure to the benefit of and be binding on the successors and permitted assigns of the Parties.

### **16.04 Further Assurances.**

Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

### **16.05 Actions of County in Its Governmental Capacity.**

Nothing in this Agreement is interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

### **16.06 Franchisee's Obligations Performed at Its Sole Expense.**

Franchisee will perform Franchise Services solely for the compensation expressly provided for in this Agreement. Franchisee acknowledges that it will not receive any form of payment or other consideration from County for its performance under this Agreement except for the grant of the franchise under this Agreement. Franchisee will instead look solely to its Customers to compensate Franchisee for providing all Franchise Services and satisfying its Performance Obligations.

### **16.07 Parties' Representatives.**

**a. County Representative.** The County Representative is the Director unless otherwise named by the County Board from time to time upon Notice of County Representative to Franchisee. The County Representative is authorized to act on behalf of County in the administration of this Agreement and, unless otherwise specified, may take all actions set forth in this Agreement except termination, extension, amendment, and assignment consent, without action by the County Board.

**b. Franchisee Representative.** The Franchisee Representative is [Roger-Darrol Brown](#), as may be changed from time to time upon Notice of Franchisee Representative to County. The Franchisee Representative is authorized to act on behalf of Franchisee in the performance under this Agreement.



#### **16.08 Due Diligence.**

Franchisee acknowledges that County may be subject to statutory fines or penalties for failure to achieve mandated waste diversion levels and that waste management is a public health and safety concern. It agrees that it will exercise due diligence in performing Franchise Services.

#### **16.09 Subcontracting.**

Franchisee may not Subcontract any portion of the Franchise Services, including the provision of Carts and Containers, set forth in this Agreement. Franchisee may engage any number of Subcontractors providing goods or services that do not comprise Franchise Services or the provision of Carts and Containers (e.g., billing services, equipment, maintenance). Franchisee will not subcontract in a manner that effectuates an assignment of this Agreement, unless the requirements of Section 12.10.023 of the Mono County Code and the provisions of this Agreement (including Section 17.01) related to assignment are met.

Franchisee must direct the work of Franchisee's Subcontractors. Franchisee is solely responsible for paying any compensation due or payable to Franchisee's Subcontractors. County may require Franchisee to remove any Subcontractor for good cause. Subcontractors' failure to satisfy its subcontracted obligations (including violation of Applicable Law) is a failure by Franchisee and County may exercise any or all of the rights and remedies available to County under this Agreement with respect to Franchisee.

**"Subcontractor"** includes any Person, including Affiliates, that provides goods or services that do not comprise Franchise Services or the provision of Carts and Containers but are related to the provision of Franchise Services, whether pursuant to formal, written agreement or merely in fact. **"Subcontract"** means any arrangement, formal or informal, written or otherwise, between Franchisee and a Subcontractor for providing goods or services related to the provision of Franchise Services.

In its Annual Report, Franchisee will disclose to County the name of all Subcontractors, the amount goods or services related to the provision of Franchise Services that each Subcontractor provides to Franchisee, and a description of Franchisee's relationships to each Subcontractor (including ownership interests).

#### **16.10 No Use of County Name.**

Franchisee will not do business as or use a corporate, partnership, venture, or other formal name, containing the words "Mono" or "County" or implying County ownership *although* upon County direction, Franchisee will use County's name in its public relations signage.

## ARTICLE 17. ASSIGNMENT AND AMENDMENTS

### 17.01 Assignment.

**a. County Assignment.** County may assign this Agreement to a joint powers authority, a sanitation district, or other public entity succeeding to the major portion of County's solid waste management rights and obligations. County may also assign this Agreement to any other Person, with Franchisee's consent, upon County's determination that the assignee is financially capable of meeting County's obligations under this Agreement.

**b. Franchisee Assignment.** Franchisee acknowledges that the experience and expertise of Franchisee are material considerations of County in entering into this Agreement with Franchisee. Franchisee may not Assign this Agreement except in accordance with Section 12.10.23(C) of the Mono County Code. Franchisee may not circumvent County's Assignment consent rights in practical effect by securing goods or services from a Subcontractor that would be itself subject to "assignment," where "Subcontractor" is substituted for "Franchisee" in the definition of "Assign" in Subsection 17.01(c).

**c. Assign.** "Assign" includes:

- (1) selling, exchanging, or otherwise transferring effective control of management of the Franchisee (through sale, exchange, or other transfer of outstanding stock or otherwise);
- (2) issuing new stock or selling, exchanging, or otherwise transferring twenty percent (20%) or more of the then outstanding common stock of the Franchisee;
- (3) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance, or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction which results in a change of Ownership or control of Franchisee;
- (4) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of an execution, being levied against Franchisee, appointment of a receiver taking possession of any of Franchisee's tangible or intangible property;
- (5) substitution by a surety company providing any performance bond in accordance with Section 11.03 of another Person for Franchisee to perform Franchise Services;
- (6) sale or transfer of fifty percent (50%) or more of the value of assets of Franchisee except for sales or transfers to parents, grandparents, siblings, children, and grandchildren of persons having a shareholder or other equity interest in Franchisee as of the date of this Agreement ("Immediate Family") or trust created primarily to benefit members of the Immediate Family; and

- (7) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of Ownership or control of Franchisee.

## **17.02 Amendments.**

The Parties may change, modify, supplement, or amend this Agreement only upon written agreement duly authorized and executed by both Parties. However, wherever reports, forms, protocols, or other documents are attached to this Agreement as attachments to an Exhibit, County Representative and Franchisee Representative may edit and revise them upon their agreement or otherwise provided in the related Sections of this Agreement, evidenced in writing *unless* this Agreement specifically requires approval by the County Board pursuant to resolution or otherwise.

## **ARTICLE 18. NOTICES, CONSENTS, APPROVALS, ETC.**

### **18.01 Notices.**

**a. Written.** The Parties must present and express all reports, demands, requests, directions, selections, option exercises, orders, requests, proposals, reviews, comments, acknowledgments, approvals, consents, waivers, certifications, and other communications made to each other under this Agreement in writing. Notice by County to Franchisee of a missed pick-up (i.e., non-collection) or a Customer problem or complaint may be given to Franchisee orally by telephone at Franchisee's local office with written confirmation sent to Franchisee within twenty-four (24) hours of the oral notification.

**b. Manner.** The Parties must provide Notices at the address provided in Subsection (c), in any of the following manners:

- (1) by e-mail or facsimile promptly followed by delivery described in following items (2), (3) or (4);
- (2) personal delivery to a representative of the Parties, with signed receipt;
- (3) deposit in the United States mail, first class postage prepaid (certified mail, return receipt requested); or
- (4) deposit with a commercial delivery service providing delivery verification.

**c. Address.**

<p>If to County:</p> <p>Mono County Public Works Department Attn: Solid Waste Superintendent 74 North School Street P.O. Box 457 Bridgeport, CA 93517</p> <p>Telephone: (760) 932-5440 Facsimile: (760) 932-5441</p>	<p>If to Franchisee:</p> <p>D &amp; S Waste Removal, Inc. Attn: Darrol Brown 3 U.S. Highway 95A East P.O. Box 834 Yerington, NV 98447</p> <p>Telephone: (775) 463-3090 Facsimile: [PLACEHOLDER]</p>
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The Parties may change their contact information above upon Notice to the other Party.

**18.02 Consents and Approvals.**

The County Representative is authorized to act on behalf of County in the administration of this Agreement and, unless otherwise specified, may take all actions set forth in this Agreement except termination, amendment, extension, and assignment consent, without action by the County Board.

**18.03 Exercise of Discretion by County.**

Recognizing the essential public health and safety protections this Agreement serves, where this Agreement specifically provides that the exercise of any Discretionary Action is in County's sole, exclusive, or absolute discretion, control, or judgment, that exercise of discretion is deemed reasonable and the Franchisee will not question or challenge County's exercise thereof. County will exercise any approval, disapproval, consent, option, discretion, election, opinion, or choice under this Agreement or interpretation of this Agreement in a manner that is reasonable.

**ARTICLE 19. EXECUTION OF AGREEMENT**

**19.01 Authority to Execute.**

County warrants that the officers listed below have been duly authorized by County to execute this Agreement on behalf of County. Franchisee warrants that the individuals listed below have been duly authorized by the Franchisee to execute this Agreement on behalf of the Franchisee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and entered as of the last date indicated below:

**COUNTY OF MONO**

**D&S WASTE, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Mono County Risk Manager

## **EXHIBIT 1.01: DEFINITIONS**

“**Act**” means the California Integrated Waste Management Act set forth in California Public Resources Code at Sections 40000 *et seq.*

“**Affiliate**” or “**Affiliates**” means all businesses (including corporations, limited and general partnerships, and sole proprietorships) which are directly or indirectly related to Franchisee by virtue of direct or indirect Ownership interests or common management, including a business in which Franchisee has a direct or indirect Ownership interest, a business which has a direct or indirect Ownership interest in Franchisee and/or a business which is also Owned, controlled or managed by any business or individual which has a direct or indirect Ownership interest in Franchisee.

“**Agreement**” means this Agreement, including all exhibits and attachments which are incorporated herein by reference, as this Agreement may be amended and supplemented pursuant to Section 17.02.

“**Annual Report**” means the report described in Section 10.02(b).

“**Applicable Law**” means all laws, statutes, rules, regulations, guidelines, Permits, actions, determinations, orders, or requirements of the United States, State of California, County (including its County Code together with rules and regulations promulgated thereunder and County’s Integrated Waste Management Plan), the Local Enforcement Agency, California Highway Patrol, applicable Air Quality Management District, and other regional or local government authorities, agencies, boards, commissions, courts, or other bodies having applicable jurisdiction, that from time to time apply to or govern Franchise Services or the performance of the Parties’ respective obligations under this Agreement, including any of the foregoing which concern health, safety, fire, mitigation monitoring plans, building codes, zoning, and further including:

### **1. Vehicles:**

- (i) Section 43000 *et seq.* of the California Health and Safety Code with respect to air emissions (smog checks);
- (ii) Section 27456b of the California Vehicle Code with respect to tires;
- (iii) Section 34500 *et seq.* of the California Vehicle Code with respect to documentation through its maintenance log or otherwise of a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code as applicable to each Vehicle, including bi-annual “BIT” inspections conducted by the California Highway Patrol;
- (iv) rules and regulations promulgated under the California Vehicle Code with respect to Vehicle highway lighting, flashing and warning lights, clearance lights, and warning flags;

- (v) rules and regulations of the California Department of Motor Vehicles with respect to Vehicle registration;
- (vi) Vehicle weight limits;
- (vii) the appropriate class of drivers' licenses issued by the California Department of Motor Vehicles;
- (viii) Control Measure for Diesel Particulate Matter from On-Road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicles, 13 CCR § 2020 *et seq.*;
- (ix) 14 CCR §§ 17341, 17342, 17343 and 17344, with respect to equipment construction, safety and parking and identification of operating equipment.

**2. Containers:**

- (i) 14 CCR § 17314 with respect to maintenance and placement of containers;
- (ii) 14 CCR § 17317 with respect to placing identifying name and telephone number on containers.

**3. Labor:**

- (i) drug and alcohol testing;
- (ii) the Occupational Safety and Health Act (29 U.S.C. Section 651 *et seq.*), including the Solid Waste Disposal Facility Criteria promulgated by the U.S. EPA on October 9, 1991 (40 CFR, Parts 257 and 258); and the California Occupational Safety and Health Act (California Labor Code, Division 5, Parts 1-10, Section 6300 *et seq.*), and rules and regulations of California Division of Occupational Safety and Health;
- (iii) the Immigration Reform and Control Act of 1986 (PL.99-603);

**4. Environmental protection:**

- (i) CERCLA;
- (ii) RCRA;
- (iii) Clean Air Act (42 U.S.C. Section 1351 *et seq.*, 42 U.S.C. Section 7401-7642); and the California Clean Air Act (Health & Safety Code Sections 1251 *et seq.* and Health and Safety Code Sections 39000 *et seq.*);
- (iv) California Hazardous Waste Control Act (California Health & Safety Code, Section 25100 *et seq.*);

- (v) California Hazardous Materials Release Response Plan and Inventory Act (California Health & Safety Code, Division 20, Chapter 6.95, Section 25500 *et seq.*);
- (vi) Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*);
- (vii) Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 *et seq.*); and

**5. Miscellaneous:**

- (i) County Lobbyist Ordinance;
- (ii) Civil Rights Act of 1964 (Subchapter VI or Chapter 21 of Title 42);
- (iii) California Integrated Waste Management Act; and
- (iv) Mono County Code.

**“Bear Carts”** means wheeled containers having a capacity of either 35, 64, or 95/96 gallons supplied by Franchisee for Collection of Customers’ Solid Waste ~~as required for Residential Customers and Commercial Customers located with a Bear-Resistant Container Requirement Area~~ that provides adequate protection against bears and other wildlife and is certified bear-resistant by the Interagency Grizzly Bear Committee or complies with standards agreed upon by Franchisee and County in one or more addenda to this Agreement.

**“Bins”** means metal containers supplied by Franchisee for Collection of Commercial or Residential Customers’ Solid Waste (also commonly referred to as “dumpsters”).

**“Board”** or **“County Board”** means the Mono County Board of Supervisors.

**“Bulky Waste”** means Solid Waste that cannot be contained within a Residential Customer’s Cart, such as

- (1) furniture (including chairs, sofas, mattresses and rugs);
- (2) appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, small household appliances, and other similar items commonly known as **“white goods”**);
- (3) large Yard Wastes (including wood waste, tree branches, scrap wood); and
- (4) tires.

~~**“Capacity Fee(s)”** means those fees as set forth in Exhibit 7.01b.~~



“**Carts**” means wheeled containers having a capacity of either 35, 64, or 95/96 gallons supplied by Franchisee for Collection of Customers’ Solid Waste.

“**C&D Waste**” means used or discarded construction materials, packaging, and rubble removed from a premises during the construction or renovation of a structure resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures.

“**CERCLA**” means the Comprehensive Environmental Response, Compensation and Liability Act of 1982 (42 U.S.C. § 9601 *et seq.*).

“**Collect**” or “**Collection**” or other form thereof refers to Solid Waste pickups made by Franchisee as required by and in compliance with the provisions of this Agreement.

“**Commencement Date**” means the later date of execution by the Parties indicated on the execution page of this Agreement.

“**Commercial**” or “**Commercial Premises**” means a premise that is not Residential, including premises where business activity is conducted, including offices, retail sales, services, institutions, wholesale operations, food service, manufacturing and industrial operations, public property, and facilities but excluding businesses conducted upon residential premises that are permitted under applicable zoning regulations and are not the primary use of the property. Commercial Collection Services are described in Section 4.01c(2).

“**Commercial Set-out Site**” is defined in Section 4.01(c)(2)(i).

“**Containers**” means the Carts, Bear Carts, Bins, or Roll-offs from which Franchisee must Collect Solid Waste.

“**Contract Year**” means the calendar year, commencing January 1 and ending December 31.

“**County**” means County of Mono, a political subdivision of the State of California, or any governmental entity which may hereinafter assume waste management obligations of County, including any joint exercise of powers authority or other similar public entity with which County participates or contracts with, established to provide solid waste management services or meet Solid Waste diversion requirements under Applicable Law. For the purposes of Indemnities, “**County**” also means its officers, employees, agents, franchisees, attorneys, administrators, affiliates, representatives, servants, insurers, heirs, assigns and any successor or successors to County’s interest.

“**County Code**” or “**Code**” means the Mono County Code, including Title 12.

“**County Office Hours**” means 8 a.m. to 5 p.m. on County Working Days.

“**County Payment Obligations**” means monetary amounts due and payable to County, or claims by County for those amounts, including those listed under Sections 13.02 and 14.01, any County

Reimbursement Costs, and any amounts accrued and payable upon termination of the Agreement in accordance with Section 15.01.

**“County Reimbursement Costs”** means Direct Costs incurred by County plus ten percent (10%).

**“County Working Days”** means days on which County administrative offices are open to the public.

**“Customer(s)”** means the generators (including owners, tenants, occupants, and/or persons having the care or control of any premises within County) of Solid Waste to which Franchisee is required to provide Franchise Services.

**“Day”** or **“Days”** means calendar days.

**“Delivery Obligations”** means Franchisee’s obligation to deliver Solid Waste to the Designated Disposal Facility as set forth in Section 7.01.

**“Designated Disposal Facility”** means the Benton Crossing Landfill, located at 899 Pit Road in Mono County.

**“Direct Costs”** are actual costs incurred, including staff, equipment, materials, overhead, and other costs reasonably expended in the performance of an activity, certified by an authorized financial officer of the Party submitting a payment demand therefor.

**“Director”** means the Director of County Department of Public Works or his or her designee.

**“Diversion Facility”** is defined in Section 6.01(a).

**“Divert,” “Diverted,” “Diversion”** or other form thereof is defined in Section 6.01(a).

**“Diverted Recyclables”** is defined in Section 6.01(a).

**“Event of Default”** means an Event of Default listed in Section 12.10.023(E)(1) of the Mono County Code, or failure by the Franchisee to deliver solid waste to the Designated Disposal Facility, in accordance with Section 7.01 of this Agreement.

~~**“Franchise Fee”** means the fee described in Section 13.02(a).~~

**“Franchise Services”** means all Performance Obligations of Franchisee to Customer under Article 4.

**“Franchise Area”** means the unincorporated area of County of Mono, excluding that portion of County known as “Oasis” and described in Exhibit 4.01a.

**“Franchisee”** means D & S Waste Removal, Inc. and any assignee thereof consented to by County in accordance with Section 17.01. For purposes of Indemnities, Franchisee also means

Franchisee's employees, officers, agents, subcontractors, and consultants performing or responsible for performing Franchise Services; provided that only signatory D & S Waste Removal, Inc., a Nevada corporation, is obligated to provide indemnities and those employees, officers, agents, subcontractors, and consultants will not be liable therefor as individuals.

**“Franchisee’s Reimbursement Costs”** means the rate listed on Franchisee’s current fee schedule or, if not listed on the fee schedule, then Franchisee’s Direct Costs plus ten percent (10%).

**“Gate Fee” or “Tipping Fee”** means the rate charged upon materials accepted at County-owned [Satellite Transfer Stations or Landfills](#).

**“Gross Revenues”** means any and all revenue or compensation in any form derived directly or indirectly by Franchisee, its Affiliates, subsidiaries, parents, or any other entity in which Franchisee has a financial interest in collecting, transporting, arranging, handling, and/or disposing of franchised Solid Waste generated in the Franchise Area. Gross Revenues does not include revenue from the sale of Recyclable Materials.

**“Hazardous Waste”** means “hazardous waste” as defined in Section 12.02.020 of the Mono County Code defining Unpermitted Waste.

**“Holidays”** means those days of each year when the Designated Disposal Site is closed, plus any additional days designated by Franchisee as Holidays, with the approval of County.

**“Household Hazardous Waste”** means any Unpermitted Waste generated incidental to owning or maintaining a place of residence, excluding any Unpermitted Waste generated in the course of operation of a business concern at a residence, in accordance with Section 25218.1 of the California Health and Safety Code.

**“Indemnities”** means all defenses and indemnities under this Agreement.

**“Independent Expert”** is the Person selected in accordance with Section 9.01(a).

**“Liabilities”** includes: liabilities, lawsuits, claims, complaints, causes of action, citations, investigations, judgments, demands, clean-up orders, damages (whether in contract or tort), including

- (1) personal injury to or death of, at any time, Franchisee’s employees, Subcontractors, County, or the public;
- (2) property damage of Franchisee, Subcontractors, County, or the public;
- (3) costs and expenses, (including all costs and expenses of litigation, mediation or arbitration, attorneys fees, whether County’s or Franchisee’s staff attorneys or outside attorneys, and court costs);
- (4) losses;

(5) fines;

- (6) penalties; and
- (7) other detriments of every nature and description whatsoever,

whether under State of California or federal Applicable Law; and **Liabilities** arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

**“Non-Collection Notice”** means either:

- (1) Verbal notice by Franchisee to Customer given within twenty-four (24) hours of the non-collection of Solid Waste from a Customer’s Set-out Site on the Regularly-Scheduled Collection Day notifying the Customer of the reason for the non-collection and notifying the Customer of how the non-collection will be remedied (e.g., the manner in which materials should be prepared by the Customer for collection or the date of rescheduled Collection); or
- (2) if directed by County, a 3-part (no carbon required) form with a cardstock backing (or other form approved by County) left by Franchisee for Customers at the times, in the events and in the manner described in Section 4.04 which contains, at a minimum:
  - a. the date and time it is given;
  - b. the complete address of the premises;
  - c. the reason for the non-collection;
  - d. the name of Franchisee’s employee who prepared the notice;
  - e. the manner in which materials should be prepared for collection; and
  - f. printed in English and Spanish.

Franchisee will leave a hard (cardstock) copy with the Customer, will retain one copy, and will transmit one copy to the Director on the next weekday which is not a Holiday.

**“Notice”** or **“Notify”** or other variation thereof means notice given in accordance with Section 18.01.

**“Office”** or **“Franchisee’s Office”** means the administrative office of Franchisee and identified by Franchisee to County.

**“Office Hours”** or **“Franchisee’s Office Hours”** means 8:00 a.m. to 5:00 p.m., Monday through Friday.

**“Overdue Rate”** means ten percent (10%) per annum.

**“Own”** or **“Ownership”** or other forms thereof means constructive ownership under the provisions of Section 318(a) of the Internal Revenue Code of 1986 (26 U.S.C. Section 318), as in effect on the date here, except that (i) ten percent (10%) is substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) is disregarded. Where the Ownership interest is less than ten percent (10%), that interest is disregarded, and percentage interests is determined on the basis of the percentage of voting interest or value which the Ownership interest represents, whichever is greater.

**“Party”** and **“Parties”** refers to County and the Franchisee, individually and together.

**“Performance Obligations”** means Franchisee’s liabilities and obligations under this Agreement.

**“Permits”** means all federal, State, County, other local, and any other governmental unit permits, orders, licenses, approvals, authorizations, consents, and entitlements that are required under Applicable Law to be obtained or maintained by any Person with respect to Franchise Services.

**“Person”** includes any individual, firm, limited liability company, association, organization, partnership, industry, public or private corporation, trust, joint venture, the United States, the State, a County (excluding Mono County), a municipality, special purpose district, or any other entity whatsoever.

**“Procurement Proceedings”** means any memorandums, meetings, correspondence, telephone calls, field trips, draft documents, and the County Board sessions with respect to the planning, development, drafting negotiation and execution of this Agreement.

**“Prompt,” “Promptly,”** and variations thereof mean as soon as possible, but not less than two (2) days, unless otherwise specified.

**“Quarter”** means any of the 3-month periods identified in Exhibit 10.02a.

**“Quarterly Reports”** means reports described in Section 10.02(a).

**“Records”** are defined in Section 10.01(a).

**“Recyclables”** means materials that have been separated by the generator from the Solid Waste stream prior to disposal or which have been separated from the solid waste stream after disposal for the purpose of creating raw materials from which new products will be made or for the purpose of reusing them as a used or reconstituted product. Recyclables includes Yard Waste.

**“Reasonable Business Efforts”** means those efforts a reasonably prudent business Person would expend under the same or similar circumstances in the exercise of that Person’s business judgment,

intending in good faith to take steps calculated to satisfy the obligation which that Person has undertaken to satisfy.

**“Refuse”** means Solid Waste comprised of rubbish, trash, and garbage.

**“Regularly-Scheduled Collection Day”** means Regularly-Scheduled Residential Collection Day and Regularly-Scheduled Commercial Collection Day.

**“Regularly-Scheduled Commercial Collection Day”** is defined in Section 4.01(c)(2)(iv).

**“Regularly-Scheduled Residential Collection Day”** is defined in Section 4.01(c)(1)(iv).

**“Residential”** means any residential premises in Mono County such as single family, duplex, triplex, mobile home, multi-family, apartment, stock cooperative, and condominium residences in the unincorporated area of Mono County, excluding hotels, motels, and automobile courts, that subscribe to Residential Collection Service. Residential Collection Services are described in Section 4.01(c)(1).

**“Residential Set-out Site”** means the edge of the driveway in front of a Residential Premise or, if there is no accessible driveway, such other location as agreed to between the Residential Customer and Franchisee and specified in the Subscription Order.

**“Roll-offs”** means Containers designed for disposal of Solid Waste loaded onto and discharged from tilt-frame trucks or trailers at the Solid Waste generation site by winch or similar means. Such Containers are also commonly referred to as “debris boxes.”

**“Service Asset Documents”** are defined in Section 14.08(h).

**“Service Assets”** means all property of Franchisee used directly or indirectly in performing Franchise Services, including Vehicles, Containers, maintenance equipment and facilities, administrative equipment, and offices and related supplies.

**“Service Day”** means weekdays and Saturday, other than Holidays.

**“Service Fee(s)”** means those fees charged to Customers by Franchisee for Franchise Services.

**“Set-out Site”** means Residential Set-out Site and Commercial Set-out Site.

**“Solid Waste”** means solid waste defined in Chapter 12.02.020 of the Mono County Code that Franchisee is obligated to Collect pursuant to this Agreement, including Refuse, Bulky Waste, and C&D Waste.

**“Solid Waste Handling Services”** has the meaning defined in Section 12.02.020 of the Mono County Code.

**“Subscription Orders”** are described in Section 4.10.

**“Surcharge”** means the fee described in Section 13.02(a).

**“Suspect Categories”** means race, color, religion, national origin, ancestry, age, physical handicap, medical condition, marital status, sex/gender, or sexual orientation.

**“Term”** is the period beginning on the Commencement Date and ending on the earlier of the expiration of the Agreement in accordance with Section 3.01 or termination of the Agreement in accordance with Article 14.

**“Uncontrollable Circumstance(s)”** means “uncontrollable circumstances” as defined in Section 12.10.023(E)(6) of the Mono County Code.

**“Unpermitted Waste”** is defined in Section 12.02.020 of the Mono County Code.

**“Unpermitted Waste Screening Protocol”** is prescribed in Section 5.06 and contained in Exhibit 5.06.

**“Vehicles”** means all trucks (including trucks providing Residential and Commercial Collection of Solid Waste, Bulky Waste, and litter pickup; and field supervisors’ and administrators’ vehicles), rolling stock and other vehicles used to provide Franchise Services (including Collection as well as repair and maintenance), whether owned or leased by Franchisee.

**“Violate,” “Violates,” or “Violation”** is defined in Section 12.10.023(E)(1)(c) of County Code.

**“Yard Waste”** is defined in Section 12.02.020 of County Code.



## **EXHIBIT 2.01: FRANCHISEE’S REPRESENTATIONS AND WARRANTIES**

**a. Status.** Franchisee is a corporation duly organized, validly existing and in good standing under the laws of the State of California or the State of Nevada and is qualified to do business in the State of California.

**b. Authority and Authorization.** Franchisee has full legal right, power, and authority to execute and deliver this Agreement and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Franchisee and constitutes a legal, valid and binding obligation of the Franchisee enforceable against the Franchisee in accordance with its terms.

**c. No conflicts.** Neither the execution nor delivery by the Franchisee of this Agreement, the performance by the Franchisee of its Performance Obligations, nor the fulfillment by the Franchisee of the terms and conditions of this Agreement: (i) conflicts with, violates, or results in a breach of any Applicable Law; (ii) conflicts with, violates, or results in a breach of any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority, or any agreement or instrument to which the Franchisee or any of its Affiliates is a party or by which the Franchisee or any of its Affiliates’ properties or assets are bound, or constitutes a default thereunder.

**d. No approvals required.** No approval, authorization, license, permit, order, or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency, or instrumentality is required for the valid execution and delivery of this Agreement by the Franchisee, except as has been duly obtained from its Board of Directors or other governing body or Person.

**e. No litigation.** As of the Commencement Date, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality pending or, to the best of the Franchisee’s knowledge, threatened, against the Franchisee wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would materially adversely affect the performance by the Franchisee of its Performance Obligations or in connection with the transactions contemplated by this Agreement, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Franchisee in connection with the transactions contemplated by this Agreement.

**f. Due Diligence.** Franchisee has made an independent investigation, examination, and research satisfactory to it of the conditions and circumstances surrounding the Agreement and best and proper method of providing Franchise Services (including Franchise Service types) and labor, equipment, and materials for the volume of Franchise Services to be provided. Franchisee agrees that it will make no claim against County based on any estimates, statements, or interpretations made by any officer, employee, agent, or consultant of County in connection with the procurement of this Agreement that proves to be in any respect erroneous.

**g. Compliance with Applicable Law.** Franchisee has fully complied with all Applicable Law, including without limitation law relating to conflicts of interest, in the course of procuring this Agreement.

**EXHIBIT 4.01a: SERVICE AREA**

[SEE MAP OR LEGAL DESCRIPTION OF THE SERVICE AREA ATTACHED TO THIS EXHIBIT.]

**EXHIBIT 4.01b: BEAR-RESISTANT CONTAINER REQUIREMENT AREA**

This Exhibit depicts the areas for which Bear Carts must be provided to all Residential Customers and for which Commercial Customers must receive bear-resistant containers to the satisfaction of County, as described in Section 4.01(2)(iii).

Bear-Resistant Containers must be provided to all Residential and Commercial Customers located west of 395 or located within 3 miles to the east of 395.

**EXHIBIT 4.05e: CUSTOMER COMPLAINT AND BILLING DISPUTE RESOLUTION  
PROTOCOL**

Franchisee's Customer complaint and billing dispute resolution protocol is attached to this Agreement.

## **EXHIBIT 5.02g: SERVICE ASSET INVENTORY**

Attached to this Exhibit is an inventory of Service Assets, whether new or used, owned or leased by Franchisee, including:

- (1) maintenance yards and facilities; the Office and any other administrative and customer service offices (together with equipment therein),
- (2) Vehicles described by type (i.e., manufacture and model number for cab, chassis and body; and descriptive notation said as front end loader, compactor, etc.), number, DMV license number, the age of the chassis and body; type of body (open-top, closed etc.); type of fuel used; feed and practical or net capacity, including bins or compartments, as applicable; weight; the date of acquisition; the maintenance and rebuilt status; lease or installment purchase information; warranty information;
- (3) Containers described by volume, size, and specifications; and
- (4) computer hardware and software for billing, required record-keeping, inventory, and maintenance and repair records.

## **EXHIBIT 5.06: UNPERMITTED WASTE SCREENING PROTOCOL**

Franchisee will screen all loads of Solid Waste for Unpermitted Waste by causing its drivers to observe, directly or through mirrors or other mechanism(s), the tipping of Containers into Vehicles at the point of Collection. Franchisee will employ direct visual inspection where necessary and appropriate. Franchisee will conduct on-going training of its drivers, mechanics, dispatchers, and other support personnel in Unpermitted Waste recognition and safety procedures, including notification of County as described below. Franchisee will carry in its Vehicles literature developed by County pertaining to the proper handling of Unpermitted Wastes. Such literature will be left by Franchisee with its Customers upon Customer request, upon identification of Unpermitted Waste, or upon request by County. Notwithstanding anything herein to the contrary: (a) Franchisee shall have no obligation to collect any material which is or contains, or which Franchisee reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Franchisee finds what reasonably appears to be discarded Excluded Waste, Franchisee shall promptly notify the County and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Franchisee inadvertently collects or disposes of such Excluded Waste.

Franchisee will additionally comply with the following requirements in handling Unpermitted Waste that is Hazardous Waste:

- (1) Driver will immediately notify its dispatch center (“Dispatch”) and take immediate and appropriate action to contain and isolate said load;
- (2) Dispatch will immediately notify the Franchisee’s field supervisor;
- (3) Dispatch will immediately contact the Environmental Health Division of the Mono County Health Department, or if those offices are closed, County Emergency Communications Center;
- (4) Depending on the amount and identity of the Hazardous Waste involved, Franchisee will at its option either (i) segregate and containerize the Hazardous Waste in preparation for manifesting and transport or (ii) contact a permitted Hazardous Waste transport company to assist therein. Franchisee will ensure that an authorized official of Franchisee is available in person or by telephone at all times to authorize the expenditure of funds, if necessary, for Hazardous Waste cleanup. Franchisee will transport any Hazardous Waste it chooses to transport in accordance with Applicable Law, including but not limited to the following:
  - (i) the regulations of the Department of California Highway Patrol (Title 13, Code of California Regulations or “CCR”);
  - (ii) regulations of the federal Department of Transportation (DOT) (Title 49, Code of Federal Regulations);
  - (iii) regulations of the U.S. Environmental Protection Agency (Title 40, Code of Federal

Regulations);

- (iv) the regulations of the California Occupational Health and Safety Administration (Title 8, CCR); and



(v) the regulations of the California Department of Toxic Substances Control (Title 22, CCR).

- (5) No later than the next County Working Day following its occurrence, Franchisee will orally notify the Director of the incident and its status and/or ultimate disposition. Franchisee will provide a written incident report to the Director within fourteen (14) days. The report will include the following: (i) the date and time of the occurrence; (ii) name of driver; (iii) description of hazardous materials; (iv) origin of the hazardous material (if identifiable); (v) observations made and actions taken by Driver and/or Field Supervisor; (vi) the status and/or ultimate disposition of the material; and (vii) any additional relevant comments.

At least once per Contract Year, Franchisee will provide Notice to its Customers indicating the locations where Unpermitted Waste may be delivered for proper management and processing.

Franchisee will make available to County promptly upon request all Records, including plans and/or other documents maintained by Franchisee with respect to Unpermitted Waste in accordance with Applicable Law.

In lieu of compliance with the above Unpermitted Waste Screening Protocol, Franchisee may provide County with a copy of an Unpermitted Waste Screening Protocol it has developed containing procedures in accordance with applicable law for handling Unpermitted Waste that is hazardous waste that is no less stringent than the Protocol set forth in this Exhibit 5.06. Upon approval by the Director, Franchisee's Unpermitted Waste Screening Protocol shall replace the Protocol set forth herein.

**EXHIBIT 7.01b: CAPACITY FEES**

Capacity Fees shall be as follows:

~~For loads verified by a weight ticket from County's Walker Transfer Station, County's Bridgeport Transfer Station, or issued by a certified weighmaster from another California or Nevada state certified truck scale satisfactory to the Director, as required by Section 7.01b, Franchisee shall pay County the amount of County's solid waste tipping fee, as established and may be amended by resolution of the County Board of Supervisors.~~

~~As of the Commencement Date of this Agreement, the amount of County's solid waste tipping fee is \$74.00 per ton.~~

## **EXHIBIT 10.01a: RECORDS**

Franchisee will collect, record, and maintain, at a minimum, the information specified in this Exhibit 10.01a, indicating the date and the day of the week of the event reported. Franchisee will provide the following information to County promptly upon written request by County.

1. Tonnage. Franchisee will collect, record, and maintain information regarding the tonnage of:
  - (a) Residential and Commercial Solid Waste;
  - (b) Recyclables;
  - (c) Bulky Waste; and
  - (d) C&D Wastecollected and delivered to the Designated Disposal Facility, including the following information:
  - (a) route numbers;
  - (b) truck numbers;
  - (c) Designated Disposal Facility's certified weight ticket number for each load;
  - (d) weight of each load (gross, tare, and net); and
  - (e) source-jurisdiction allocation or ratio.
  
2. Monetary Amounts. Franchisee will collect, record, and maintain information regarding the following:
  - (a) Service Fees – service fees charged to and collected from Customers.
  - (b) Subscription Orders – each Customer's Subscription Order and account service information (Section 4.10).
  - (c) Customer Billing Records – billing records required by Section 4.09, including Customers' special Service requests for on-call pickup of excess and Bulky Waste.
  - (d) Franchisee's Reimbursement Costs – Franchisee's Reimbursement Costs for emergency clean up.
  - (e) Fees payable to County.
    - (i) ~~Financial r~~Records, books, accounts, and warranties corroborating the ~~Franchise Fee~~Surcharge owed to County in accordance with Section 13.02, including all documentation required by Section 13.02; and
    - (ii) financial records, books, and accounts corroborating any other County Payment Obligations.
  
3. Customer Service. Franchisee will collect, record, and maintain information regarding the following:

- (a) Complaint Records including logged complaints for alleged missed collections; failure to properly replace Containers (Section 4.01(c)(1)(iii) and Section (c)(2)(iii)), failure to clean up litter (Section 4.03(b)), discourtesy (Section 4.03(a)), damaged property, collecting outside permitted hours (Section 4.01(d)(1)), all including time, date, and manner of resolving complaint.
- (b) Requests for Franchise Services, including record of Customers' telephonic, mailed, faxed or e-mailed requests to commence Franchise Services (Section 4.01(c)(1)(i) and Section (c)(2)(i)); discontinue Franchise Services (Section 4.01(c)(1)(ii) and Section (c)(2)(ii)); deliver, repair or replace, or pick up Containers (Section 4.01(e)); change size or number of Containers; or supply locks (Section 4.01(e)); and any failure to timely commence or provide any of those Services.
- (c) Copies of Notices to Customers, including notice of Holiday or changed schedules enclosed in Customers' bills (Section 4.01(d)(2) and Section 4.06) and public education and community relations materials (Section 4.06).

4. Operations. Franchisee will collect, record, and maintain information regarding the following:

- (a) Routing Specifications (Section 5.01).
- (b) Service Asset Inventory (Section 5.02(g)) and Service Asset Documentations (Exhibit 5.02g).
- (c) Compliance with Applicable Law, including copies of all violations, tire invoices and specifications; Vehicle registration, certifications, reports and maintenance logs; drivers' licenses, training records (including Unpermitted Waste identification and handling), and drug and alcohol testing; records showing compliance with Federal Immigration and Control Act of 1986; and approvals, authorizations, and Permits.
- (d) Records of Vehicle inspections, including Vehicles' fire extinguisher service records, and warranty and maintenance recommendations.
- (e) Records of Criminal Activity (Article 12).
- (f) Any documentation with respect to insolvency, bankruptcy or liquidation described in Mono County Code Section 12.10.023(E)(2)(f), including records with respect to Service Assets, such as any seizures, attachments or levies.
- (g) Container maintenance (Section 4.01(e)).

5. Insurance and Other Performance Assurances. Insurance, performance bonds, ~~letter of credit~~ etc. (Article 11).

## EXHIBIT 10.02a: QUARTERLY REPORTS

For the purposes of the Quarterly Reports, the term “quarters” is defined as follows: “First Quarter” consists of January, February, and March; “Second Quarter” consists of April, May, and June; “Third Quarter” consists of July, August, and September; and “Fourth Quarter” consists of October, November, and December. In the Quarterly Report, Franchisee will include, at a minimum, the following information:

- (a) Summary of Records. A summary of the Records for events (including Unpermitted Waste spills or other incidents, Customer complaints, Vehicle inspections, Criminal Activity, or other events) during the previous quarter and a copy of Franchisee’s complaint log, including missed pickups, Non-Collection Notices and a description of how each complaint was resolved.
- (b) Certifications. A certification that Franchisee has met its Performance Obligations including Delivery Obligations (Section 7.01) for the quarter or, alternatively, a description of those Performance Obligations and Delivery Obligations not met during the quarter.
- (c) Summary of Education Efforts. A summary of education efforts undertaken in that quarter and copies of all materials distributed to Customers during the Quarter, including community relations materials (Section 4.06(a)(1)) and promotional materials (Section 4.06(a)(3)).
- (d) Diversion Information. Any information necessary to meet the reporting requirements of the Act, including Solid Waste Collection and disposal tonnages, Recyclables collection and processing tonnages, and the origin thereof.
- (e) Operational Report. A discussion of Service or operational problems and resolution thereof or planned therefore, if requested by County.
- (f) Collection Fee Summaries: Fees invoiced and paid, including (i) service fees charged for each type of service; (ii) service fees collected from Customers; and (iii) [Franchise Fees Surcharge](#) paid to County.

Quarterly Reports may be made on Form 10.02a which is attached to this Exhibit.

## FORM 10.02a

# MONO COUNTY FRANCHISEE QUARTERLY REPORT

Submitted by: \_\_\_\_\_ (Franchisee)

FOR THE YEAR OF 20\_\_\_\_

- 1st Quarter (January, February, March) (due by April ~~15~~30)
- 2nd Quarter (April, May, June) (due by July ~~15~~30)
- 3rd Quarter (July, August, September) (due by October ~~15~~30)
- 4th Quarter (October, November, December) (due by January ~~15~~30)

<b>1. Summary of Records</b>	a. Unpermitted Waste Spills: b. Vehicle Inspections: c. Criminal Activity: d. Other Events: e. Complaint Log:	<input type="checkbox"/> None <input type="checkbox"/> See Attached <input type="checkbox"/> None <input type="checkbox"/> See Attached <input type="checkbox"/> None <input type="checkbox"/> See Attached <input type="checkbox"/> None <input type="checkbox"/> See Attached <input type="checkbox"/> None <input type="checkbox"/> See Attached
<b>2. Certifications</b>	I represent and warrant, under penalty of perjury, that D & S Waste Removal, Inc. (Franchisee) has met its Performance Obligations, <del>including Delivery Obligations</del> , for the Quarter noted above. <b>OR</b> ,  _____ Name  _____ Title  _____ Signature	During the Quarter noted above, D & S Waste Removal, Inc. (Franchisee) did <u>not</u> meet all of its Performance Obligations <del>(including Delivery Obligations)</del> and will pay to County liquidated damages for each failure as noted on the attached sheet.  _____ Name  _____ Title  _____ Signature
<b>3. Summary of Education Efforts</b>	Such as inserts, mailers, magnets, flyers, etc.	<input type="checkbox"/> None <input type="checkbox"/> See Attached
<b>4. Diversion Information</b>	Information required by the Act, including Solid Waste Collection and disposal tonnages, Recyclables collection and processing tonnages, and origin, in accordance with Section 6.01.	<input type="checkbox"/> None <input type="checkbox"/> See Attached
<b>5. Collection Fee Summaries</b>  (fees invoiced and paid)	a. Service fees charged for each type of service b. Service fees collected from Customers c. <del>Franchise fees</del> <u>Surcharge</u> paid to	<input type="checkbox"/> See Attached \$ _____ \$ _____

	County	
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## **EXHIBIT 10.02b: ANNUAL REPORTS**

In the Annual Report, Franchisee will include, at a minimum, a collated summary of the information contained in Quarterly Reports, including reconciliation of any adjustments from prior Quarterly Reports, and the following information and statements:

1. **Service Asset Inventory.** A complete inventory of Service Assets in accordance with Article 5.02g.
2. **Financial Status Statement.** A statement by Franchisee's Chief Executive Officer either: (i) that in the prior Contract Year there have been no material changes in Franchisee's financial status or condition; or (ii) describing any material changes in Franchisee's financial status or condition during that Contract Year.
3. **Pending litigation Statement.** A declaration describing the current status of any criminal or civil litigation pending against Franchisee, Franchisee's parent company, or any subsidiaries of the parent company, if any, which relates to Solid Waste handling, collection, recycling, or disposal, including any Criminal Activity defined in Section 12.01a.
4. **Subcontractors.** The names of all Subcontractors, the scope and amount of services or goods Subcontractors provide to Franchisee, and a description of Franchisee's relationships to each Subcontractor (including Ownership interests) (Section 16.09).

Annual Reports may be made on Form 10.02b which is attached to this Exhibit.



**FORM 10.02b**

**MONO COUNTY FRANCHISEE ANNUAL REPORT FOR 20\_\_\_\_\_**

**Submitted by: \_\_\_\_\_(Franchisee)**

(Due by February 15)

<p><b>1. Total information contained in Quarterly Reports for the year</b></p>		<input type="checkbox"/> See Attached
<p><b>2. Service Asset Inventory</b></p>		<input type="checkbox"/> See Attached
<p><b>3. Financial Status Statement</b></p>	<p>I represent and warrant, under penalty of perjury, that in the prior Contract Year there have been no material changes in D &amp; S Waste Removal, Inc.'s (Franchisee) financial status or condition.</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title (CEO or Principal)</p> <p>_____</p> <p>Signature</p>	<p>I represent and warrant, under penalty of perjury, that in the prior Contract Year, those changes to D &amp; S Waste Removal, Inc.'s (Franchisee) financial status or condition listed on the attached sheet which is labeled "Material Changes to D &amp; S Waste Removal, Inc.'s Financial Status or Condition" have occurred.</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title (CEO or Principal)</p> <p>_____</p> <p>Signature</p>
<p><b>4. Pending Litigation Statement</b></p>	<p>A declaration describing the current status of any criminal or civil litigation pending against Franchisee, Franchisee's parent company, or any subsidiaries of the parent company which relates to Solid Waste handling, including any Criminal Activity under Section 12.01(a).</p>	<input type="checkbox"/> None <input type="checkbox"/> See Attached
<p><b>5. Subcontractors</b></p>	<p>Names of all Subcontractors, the scope and amount of Franchise Services, other services, or goods Subcontractors provide to franchisee, and a description of Franchisee's relationships to each Subcontractor (including Ownership interests) (Section 16.09).</p>	<input type="checkbox"/> None <input type="checkbox"/> See Attached

## **EXHIBIT 11.01a: INSURANCE**

1. Workers' Compensation and Employer's Liability. Franchisee will maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Franchisee will maintain Employer's Liability insurance in an amount not less than One Million dollars (\$1,000,000.00) per accident or disease.

The Workers' Compensation policy will contain endorsements in substantially the following form:

- (a) "30 days prior written notice will be given to County in the event of cancellation of this policy. Such notice will be sent to:  
  
Mono County Risk Management  
Post Office Box 696  
Bridgeport, California 93517"
- b. "Insurer waives all right of subrogation against County and its officers and employees for losses arising from work performed for County."

2. General Liability and Automobile Liability. Franchisee will maintain comprehensive Commercial General Liability insurance with a combined single limit of not less than Two Million dollars (\$2,000,000.00) per claim or occurrence and Four Million dollars (\$4,000,000.00) aggregate covering all claims and all legal liability for Personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of Franchisee's performance of, or its failure to perform services under this Agreement.

Franchisee will also maintain Automobile Liability Insurance for each of Franchisee's vehicles used in the performance of this Agreement, including owned, non-owned, leased or hired vehicles, in the minimum amount of One Million dollars (\$1,000,000.00) combined single limit per accident.

The Commercial General Liability and Automobile Liability insurance required by this section will be written on an "occurrence" (or in the case of Automobile Liability, on an "accident" basis), rather than a "claims made" basis, if such coverage is readily obtainable for a commercially reasonable premium. If it is not so obtainable, Franchisee must arrange for an extended reporting period ("tail coverage") to protect County from claims filed within one year after the expiration or termination of this Agreement relating to incidents that occurred prior to such expiration or termination. The policy may not contain a deductible or self-insured retention of more than ten thousand dollars (\$10,000.00) per occurrence without prior written approval of County. The existence of a self-insured retention or deductible will not affect Franchisee's duty to defend and indemnify County under this Agreement as to Claims below the self-insured retention or deductible level.

The Commercial General Liability policy will contain endorsements in substantially the following form:

- a. “30 days prior written notice will be given to County in the event of cancellation of this policy. Such notice will be sent to:

Mono County Risk Management  
Post Office Box 696  
Bridgeport, California 93517”

- b. “The County, its officers, employees, and agents are additional insureds on this policy.”
- c. “This policy will be considered primary insurance as respects any other valid and collectible insurance maintained by County, including any self-insured retention or program of self-insurance, and any other such insurance will be considered excess insurance only.”
- d. “Inclusion of County as an insured will not affect County’s rights as respects any claim, demand, suit or judgment brought or recovered against Franchisee. This policy will protect Franchisee and County in the same manner as though a separate policy had been issued to each, but this will not operate to increase the insurer’s liability as set forth in the policy beyond the amount shown or to which the insurer would have been liable if only one party had been named as an insured.”

3. Pollution Liability. Franchisee will purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount of One Million dollars (\$1,000,000.00) covering liability arising from the sudden and accidental release of pollution in the performance of Franchise Services.

4. Physical Damage. Franchisee will maintain comprehensive (fire, theft and collision) Physical Damage insurance covering the vehicles and the machinery and equipment that is owned by Franchisee and used in providing service to County under this Agreement, with a deductible or self-insured retention of not greater than Fifty Thousand dollars (\$50,000.00). The Physical Damage policy will contain the following endorsements:

- (a) Notice of cancellation, as provided in Exhibit 11.01a(2)(a); and
- (b) Cross liability endorsement, as provided in Exhibit 11.01a(2)(d).

**EXHIBIT 12.01e(2): FRANCHISEE OR ANY OF ITS CONTRACT MANAGERS**

Franchisee Representative identifies the following individuals by name of corporate position as individuals meeting the definition of “Franchisee or any of its Contract Managers.” Upon change in individuals, Franchisee Representative will amend this Exhibit in its next Quarterly Report.

If the Franchisee amends the identification, then the Parties will respectively substitute this amended Exhibit. The dated signature of each Party Representative on such amended form will be deemed evidence that Notice was given in accordance with Section 18.01 and that the new attachment supersedes the prior attachment.

By: \_\_\_\_\_  
Franchisee Representative

Date: \_\_\_\_\_

**EXHIBIT 13.01a: SERVICE FEE FLOORS**

Franchisee will not charge Customers Service Fees that are less than those identified below:

RESIDENTIAL RATES <sup>1</sup>		COMMERCIAL RATES <sup>1</sup>							
CANS, CARTS, VOLUME		BINS			DEBRIS BOXES		COMPACTOR		
Size <sup>2</sup>	“A” <sup>3</sup>	Size <sup>2</sup>	“A” <sup>3</sup>	“B” <sup>3</sup>	Size <sup>2</sup>	“B” <sup>3</sup>	Size <sup>2</sup>	“B” <sup>3</sup>	
1 35-gal. Cart	\$ <u>18.38</u> <u>20.9</u> <u>3</u>	1 cy	\$ <u>120.23</u> <u>136.</u> <u>93</u>	\$ <u>27.83</u> <u>33</u> <u>1.70</u>	10 cy	\$ <u>421.05</u> <u>479.</u> <u>53</u>	10 cy	\$ <u>386.93</u> <u>440</u> <u>.67</u>	
2 35-gal. Carts	\$ <u>24.15</u> <u>27.5</u> <u>0</u>	2 cy	\$ <u>165.38</u> <u>188.</u> <u>35</u>	\$ <u>38.33</u> <u>4</u> <u>3.65</u>	20 cy	\$ <u>705.08</u> <u>803.</u> <u>02</u>	20 cy	\$ <u>772.28</u> <u>879</u> <u>.55</u>	
1 64-gal Cart	\$ <u>27.83</u> <u>31.7</u> <u>0</u>	3 cy	\$ <u>213.15</u> <u>242.</u> <u>76</u>	\$ <u>48.83</u> <u>5</u> <u>5.61</u>	30 cy	\$ <u>962.85</u> <u>1.09</u> <u>6.59</u>	30 cy	\$ <u>1,160.25</u> <u>1.</u> <u>321.41</u>	
2 64-gal Carts	\$ <u>38.33</u> <u>43.6</u> <u>5</u>	4 cy	\$ <u>248.33</u> <u>282.</u> <u>82</u>	\$ <u>57.23</u> <u>6</u> <u>5.18</u>	40 cy	\$ <u>1,342.43</u> <u>1.</u> <u>528.89</u>	40 cy	\$ <u>1,540.35</u> <u>1.</u> <u>754.30</u>	
1 95-gal. Cart	\$ <u>36.75</u> <u>41.8</u> <u>5</u>	6 cy	\$ <u>322.28</u> <u>367.</u> <u>04</u>	\$ <u>74.03</u> <u>8</u> <u>4.31</u>					
2 95-gal. Carts	\$ <u>50.93</u> <u>58.0</u> <u>0</u>								
1 cubic yard (cy) <sup>4</sup>	\$ <u>29.93</u> <u>34.0</u> <u>9</u>								
1 Bear Cart	\$ <u>43.05</u> <u>49.0</u> <u>3</u>								

Notes:

1. Rates may be adjusted annually in accordance with the formula set forth in Section 13.01(c)(1).
2. Sizes are nominal values, not precise volumes. Fees for nominal container volumes that fall in between or higher than those listed will be determined by linear interpolation or extrapolation, respectively, and rounded to the nearest three significant figures.
3. Service fee categories identified above are as follows: “A” = cost per month; “B” = cost per dump.
4. Or approximately equivalent to 6 35-gallon cans/carts.

## EXHIBIT 14.01: COMPENSATORY AND LIQUIDATED DAMAGES

References in the chart below to “per breach per day” refer to the first occurrence and continuation on successive days. For example, failure to correct a missed pickup would result in liquidated damages on the day of the scheduled pickup and each following day until corrected.

1. Compensatory Damages. If County in its sole discretion chooses not to exercise its right to terminate this Agreement in accordance with Section 14.02 in the event Franchisee fails to deliver Solid Waste to the Designated Disposal Facility in accordance with Section 7.01, then the Franchisee will pay County The County’s Reimbursement Cost of enforcing or securing specific performance of Franchisee’s obligations under this Agreement.:

- ~~(a) County Reimbursement Costs to provide necessary persons for monitoring of Franchisee’s compliance with said delivery requirements, including following Franchisee’s vehicles on Service routes; and~~
- ~~(b) The County’s Reimbursement Cost of enforcing or securing specific performance of Franchisee’s delivery obligation; and~~
- ~~(c) For each ton of Solid Waste collected by Franchisee that Franchisee delivers to a facility or site other than the Designated Disposal Facility (“Undelivered Tons”), as demonstrated by weigh bills at said other facility or site, reports by any monitoring party, or such other evidence as may be deemed satisfactory by County, the Capacity Fee set forth in Exhibit 7.01b. County may estimate the number of Undelivered Tons based on prior disposal records, Customer lists, or other means.~~

2. Liquidated Damages. The following is a schedule of liquidated damages for additional breaches. Notwithstanding anything to the contrary contained herein, liquidated damage shall not be assessed against Contractor unless County has given Contractor at least five (5) days Notice of such breach and the opportunity to cure within five (5) days.

DESCRIPTION OF BREACH	DAMAGES
Failure to correct a missed pick-up [Section 4.01(c)(1)(iv) and Section 4.01(c)(2)(iv)].	Up to \$100 per failure per day.
Failure to return emptied container to its proper location [Section 4.01(c)(1)(iii)].	Up to \$100 per failure per day.
Failure to provide Residential Customers with written notice of the availability of cart or can service [Section 4.01(c)(1)(iii)].	Up to \$100 per failure per day.
Failure to commence or discontinue Franchise Services [Section 4.01(c)(1)(i) and Section 4.01(c)(2)(i)]; or to deliver, repair or replace, or pick up Containers [Section 4.01(c)(1)(iii) and Section 4.01(c)(2)(iii)]; change size or number of Containers [Section 4.01(e)]; supply locks [Section 4.01(e)], or clean, paint, and maintain Containers [Section 4.01(e)].	Up to \$100 per failure per day.
Failure to comply with authorized collection hours [Section 4.01(d)].	Up to \$100 per failure per day.
Failure to provide any Customer with timely notice of change in Collection schedule [Section 4.01(d)].	Up to \$100 per failure.

<b>DESCRIPTION OF BREACH</b>	<b>DAMAGES</b>
Discourteous behavior by Franchisee’s employees reported by or complained of by customers to Franchisee or County [Section 4.03(a)].	Up to \$100 per incident.
Failure to compensate, repair or replace damaged pavements, utilities and/or customer property caused by Franchisee or its personnel [Section 4.03(d)].	Up to \$250 per failure.
Failure to clean up spillage or litter caused by Franchisee [Section 4.03(b) and (c)]. Failure to properly cover materials in Collection Vehicles [Section 4.03(c)] or to maintain or identify Vehicles [Section 5.02].	Up to \$100 per failure per location.
Failure to maintain a toll-free telephone number or required office hours [Section 4.05(a)].	Up to \$100 per failure per day.
Failure to timely respond and resolve each complaint in accordance with the complaint resolution protocol [Section 4.05(e)].	Up to \$250 per failure.
Failure to record a complaint [Section 4.05(d) and Section 10.01]. Failure to provide County access to records of complaints or to provide copies of complaint logs in Quarterly Reports [Section 4.05(d) and Section 10.02].	Up to \$250 per failure.
Failure to timely submit general Customer correspondence and promotional materials, news releases, public education or community relations materials to County for County review [Section 4.06].	Up to \$100 per occurrence and additionally up to \$100 per day for each day prior to retraction or correction of misinformation.
Failure to provide Customers with a written Subscription Order [Section 4.10].	Up to \$100 per failure per day.
Failure to meet with County [Section 5.07]. Failure to return County phone calls, e-mails, or other correspondence from County [Section 8.07].	Up to \$100 per failure per day.
Failure to maintain or timely submit complete Reports and/or documents to County (such as Quarterly and Annual Reports [Section 10.02], Financial Reports [Section 10.03], Route Maps and Route Changes [Section 5.01(a) and (b)], Service Asset Inventory [Section 5.02(g)], Contingency Plan [Section 5.05], Hazardous Waste Screening Protocol [Section 5.06], or Insurance certificates or policies [Article 11].)	Up to \$100 per failure or per day that a Report or document is late.
Failure to perform any other Performance Obligation set forth in this Agreement.	Up to \$100 per failure per day.

**EXHIBIT 16.09: COUNTY-APPROVED SUBCONTRACTORS**





**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

# REGULAR AGENDA REQUEST

Print

**MEETING DATE**    June 20, 2023

**Departments: CAO**

**TIME REQUIRED**    15 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Mary Booher, Interim County  
Administrative Officer; Megan  
Chapman, County Budget Officer

**SUBJECT**            Fiscal Year 2023-24 Preliminary  
Budget for Adoption

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

The Mono County Preliminary Budget for FY 2023–24 comprises \$116.7 million in expenditures. Of the total Preliminary Budget, the general fund comprises \$48.6 million or 41.6% of total expenditures and operating funds comprise \$67.9 million or 58.4% of total expenditures.

### RECOMMENDED ACTION:

Adopt Preliminary Budget for FY 2023-24 starting July 1, 2023, and to remain in effect until the Board adopts a final budget in September.

### FISCAL IMPACT:

Approves temporary appropriations of \$116.7 million until the adoption of the Final Budget in September.

**CONTACT NAME:** Megan Chapman

**PHONE/EMAIL:** 7609241836 / mchapman@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES    NO

### ATTACHMENTS:

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Attachment A - Capital Asset Table</a>
<input type="checkbox"/> <a href="#">Attachment B - Capital Project Table</a>
<input type="checkbox"/> <a href="#">Attachment C - Budget Summary Schedules</a>
<input type="checkbox"/> <a href="#">Attachment D - Budget Detail Schedules</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/15/2023 9:51 AM	County Counsel	Yes
6/15/2023 6:46 AM	Finance	Yes
6/15/2023 9:55 AM	County Administrative Office	Yes



**BOARD OF SUPERVISORS**

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

**COUNTY DEPARTMENTS**

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek (Interim)

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

Milan Salva (Interim)

PROBATION

Karin Humiston

PUBLIC HEALTH

Kathy Peterson (Interim)

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

Date: June 20, 2023

To: The Honorable Mono County Board of Supervisors

From: Megan Chapman, County Budget Officer

Re: Preliminary FY2023-24 Budget

As presented to your board in March 2023 at the Budget workshop the Preliminary Budget is being submitted for approval as a temporary spending plan from July 1<sup>st</sup> through approval of the CAO Recommended Budget in September. The CAO recommended budget will include department narratives, consider personnel changes, consider any new program or position requests, refine revenues/allocation requests, final property tax projections, consideration of impacts from State Budget, and set aside funds for on-going employee negotiations.

The Mono County Preliminary Budget for FY 2023–24 comprises \$116.7 million in expenditures compared to the adopted FY 2022-23 Budget of \$140.1 million. As previously stated at the Budget Workshop, the main decrease from last year is due to budgeted revenue from SB844 and budgeted expenditures in Capital Outlay for the Jail. Historically the entire budget for the Jail was carried forward year after year and spent down, this year only project expenditures for FY 2023-24 are included.

The preliminary budget for adoption includes the following:

- existing service level with cost increase projections
- fund FY 2022-23 partially funded allocated positions
- appropriations of one-time funding to Board priorities

The below outlines changes from the Budget workshop in March to the Preliminary Budget for adoption:

- Ambulance replacement revenue/expenditure allocated in Fleet budget for \$280,000
- Storm repairs in Road Fund for \$250,000 allocated in Fund 194 Local Assistance
- Medic 7 replacement for \$500,000 allocated in Fund 194 Local Assistance
- Parking lots and sidewalks for \$250,000 allocated in Fund 194 Local Assistance
- Civic Center Gutters for \$100,000 allocated in Fund 194 Local Assistance
- Annex 2 HVAC for \$180,000 allocated in Fund 194 Local Assistance
- Annex 1 Roof Repair for \$200,000 allocated in Fund 194 Local Assistance
- Annex 1 paint for \$150,000 allocated in Fund 194 Local Assistance
- Annex 1 & 2 carpet \$120,000 allocated in Fund 194 Local Assistance
- Bridgeport Courthouse painting for \$10,000 allocated in Fund 194 Local Assistance
- Sunny Slopes Firehouse design for \$100,000 allocated in Fund 194 Local Assistance
- Mono Lake room Blinds for \$10,000 allocated in Fund 194 Local Assistance
- ERP Software for \$100,000 allocated in Fund 194 Local Assistance
- Increase in CRIS consultant from \$7,850 in expenditures for budget unit 100-17-151 IT Radio
- CIP revenue/expenditure increase for Clean Air CA Funds \$307,000 to fund Bridgeport Banner
- CIP revenue/expenditure increase for Prop 68 to fund parks projects
- Revision for the Indirect Cost Plan revenues and expenses for Professional Service Fees for the newly prepared cost plan for FY 2023-24
- Increase of unemployment insurance rate from .001% to .0023% to fund at \$60,000 for FY 2022-23

## Budget Overview

The Mono County FY 2022-23 Adopted Budget and FY 2023-24 Preliminary Budget are summarized below:

Revenues	2022-23 Adopted Budget	2023-24 Preliminary Budget	Change
Intergovernmental	\$63,893,606	\$38,729,887	(\$25,163,719)
Taxes	\$32,280,410	\$32,328,449	\$48,039
Transfers In	\$14,684,267	\$14,107,183	(\$577,084)
Charges for Services	\$12,731,040	\$13,831,291	\$1,100,251
Miscellaneous Revenues	\$3,138,965	\$2,942,334	(\$196,631)
Fines, Forfeitures & Penalties	\$854,150	\$859,100	\$4,950
Licenses, Permits & Franchises	\$785,097	\$785,090	(\$7)
Interest & Rents	\$671,561	\$748,823	\$77,262
Other Expenses	\$477,000	\$255,000	(\$222,000)
<b>Total Revenues</b>	<b>\$129,516,096</b>	<b>\$104,587,157</b>	<b>(\$24,928,939)</b>
Expenses	2022-23 Adopted Budget	2023-24 Preliminary Budget	Change
Salaries & Benefits	\$46,065,668	\$49,049,103	\$2,983,435
Services and Supplies	\$33,377,071	\$35,415,974	\$2,038,903
Capital Outlay	\$44,309,144	\$12,079,170	(\$32,229,974)
Transfers Out	\$14,710,174	\$13,744,794	(\$965,380)
Support of Other	\$1,688,492	\$3,699,334	\$2,010,842
Debt Service	\$2,218,956	\$2,104,199	(\$114,757)
Contingency	\$473,660	\$525,100	\$51,440
Other Expenses		\$50,000	
<b>Total Expenses</b>	<b>\$142,843,165</b>	<b>\$116,667,674</b>	<b>(\$26,175,491)</b>
<b>NET</b>	<b>(\$13,327,069)</b>	<b>(\$12,080,517)</b>	<b>\$1,246,552</b>

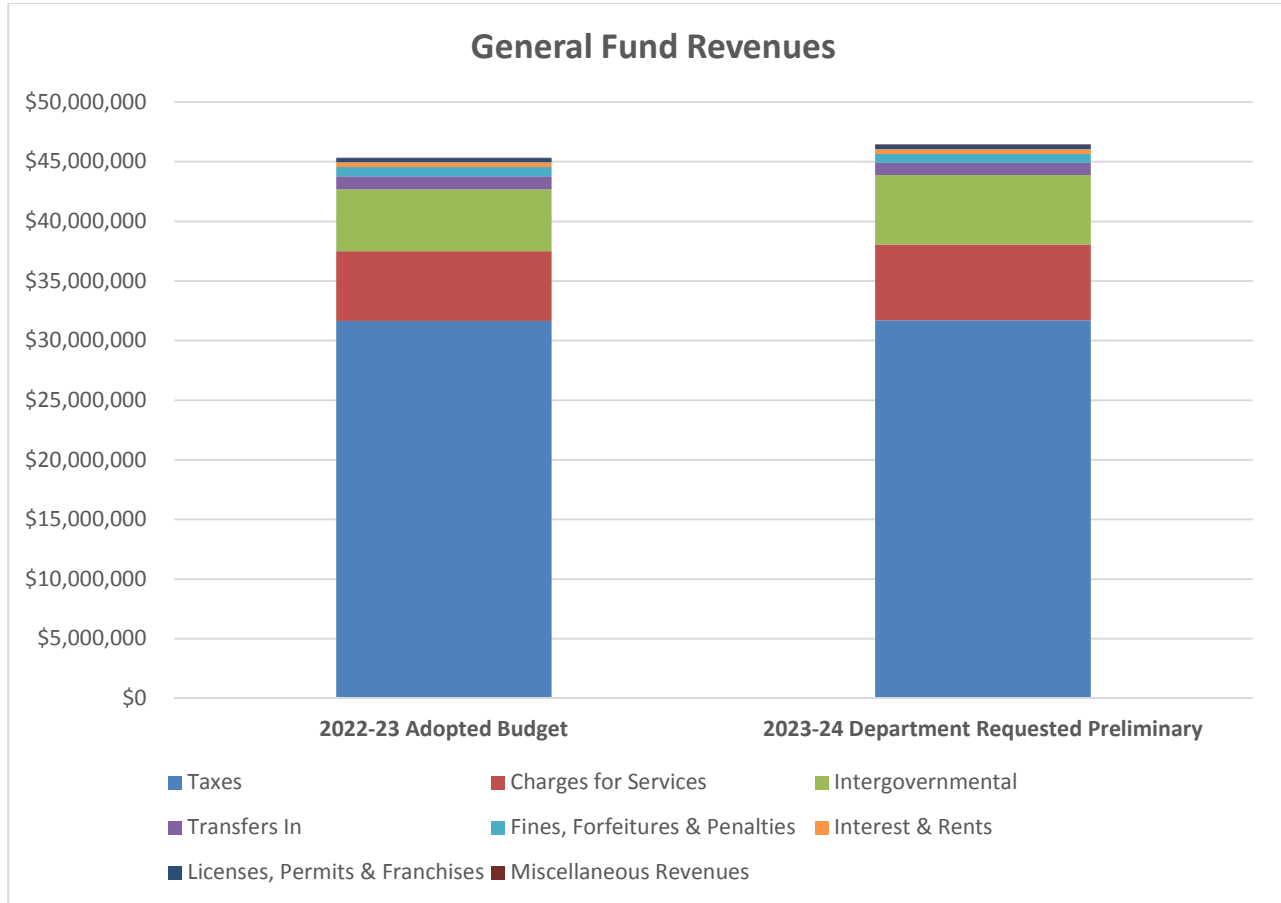
Changes in significant general revenue categories are summarized in the table below:

SIGNIFICANT GENERAL REVENUE CATEGORY	FY 2022-23	FY 2023-24	Change	% Change
Prop Tax -Current Secured	\$21,165,000	\$21,589,000	\$424,000	2.00%
Prop Tax -Current Unsecured	\$1,292,000	\$1,356,000	\$64,000	4.95%
Prop Tax -Unitary	\$715,000	\$715,000	\$0	0.00%
Prop Tax -Excess Eraf	\$1,000,000	\$500,000	(\$500,000)	-50.00%
Sales & Use Tax	\$653,000	\$693,000	\$40,000	6.13%
Transient Occupancy Tax	\$2,967,000	\$2,918,000	(\$49,000)	-1.65%
Vlf In Lieu	\$2,097,866	\$2,170,449	\$72,583	3.46%
Court Fines & Penalties	\$607,000	\$589,000	(\$18,000)	-2.97%
Fed: In Lieu Taxes (Pilt)	\$1,448,966	\$1,448,966	\$0	0.00%
Professional Service Fees	\$2,175,745	\$2,743,913	\$568,168	26.11%

General Revenues for FY 2023-24 are still conservative at this time, with only a 2% increase for secured property taxes and .3% for unsecured property taxes. The above revenue projections will be updated for the CAO Recommended budget based on the assessment roll from the Assessor's office.

## General Fund Overview

The following graph provides a comparison of general fund revenues in the Mono County for FY 2022-23 Adopted Budget compared to FY 2023-24 Preliminary Budget for use starting July 1, 2023. Revenue projections will be updated prior to publishing the CAO Recommended.

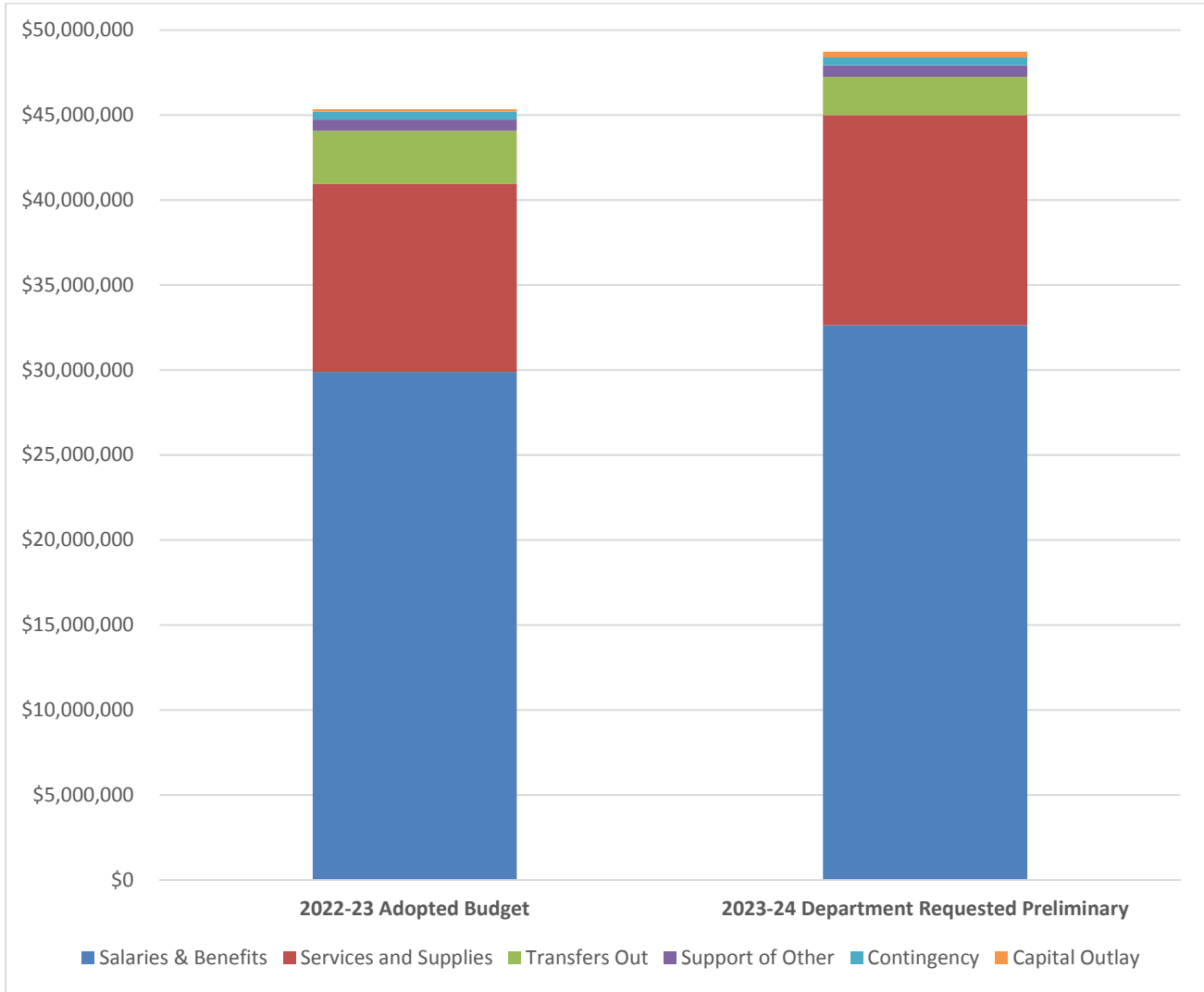


The below table shows the above graphical data in a table format:

General Fund Revenues	2022-23 Adopted Budget	2023-24 Preliminary Budget
Taxes	\$31,640,625	\$31,699,449
Charges for Services	\$5,859,661	\$6,354,923
Intergovernmental	\$5,187,307	\$5,835,229
Transfers In	\$1,095,616	\$1,022,392
Fines, Forfeitures & Penalties	\$761,150	\$741,100
Interest & Rents	\$400,502	\$401,200
Licenses, Permits & Franchises	\$369,200	\$363,400

Miscellaneous Revenues	\$32,180	\$30,228
Total Revenues	\$45,346,241	\$46,447,921

The following graph compares general fund appropriations in the Mono County FY 2022-23 Adopted Budget to FY 2023-24 Preliminary Budget.

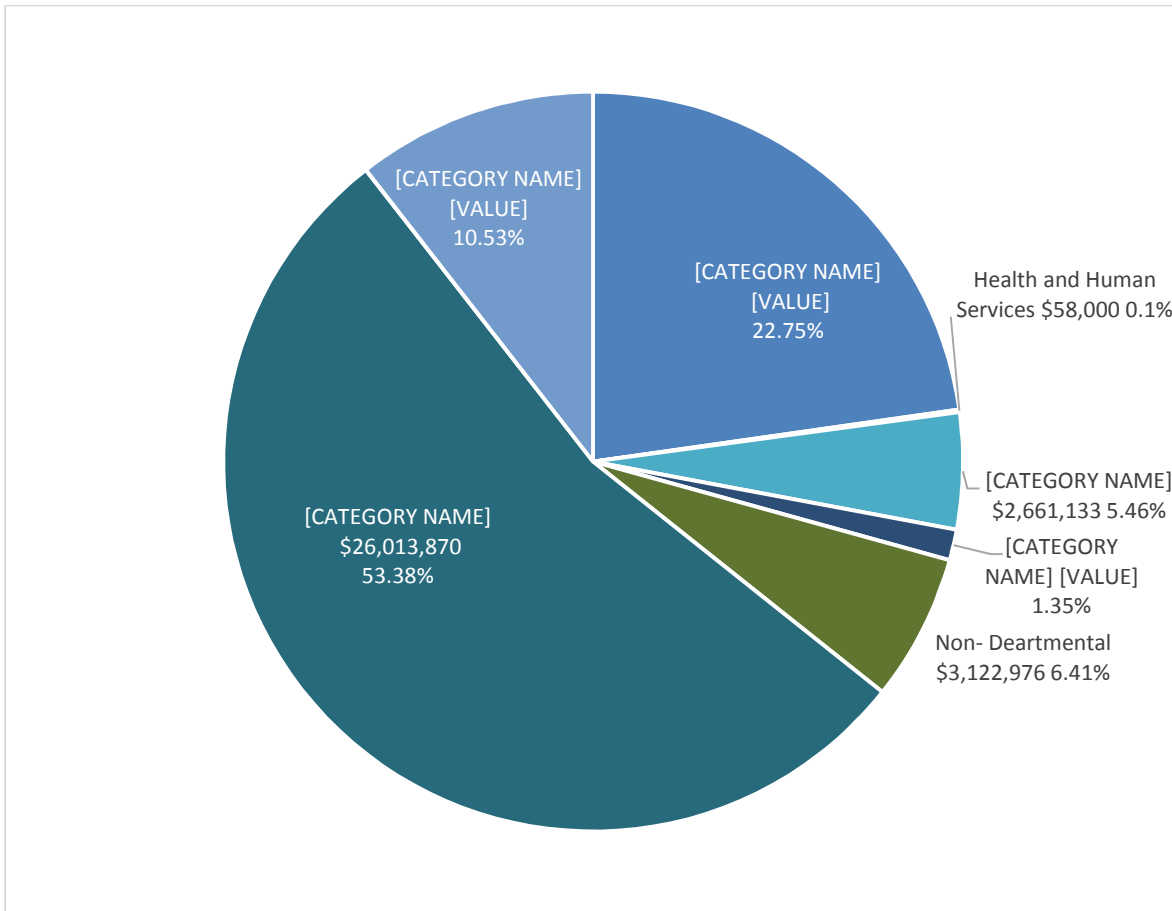


The below table shows the above graphical data of general fund appropriations in a table format:

General Fund Expenses	2022-23 Adopted Budget	2023-24 Preliminary Budget
Salaries & Benefits	\$29,875,877	\$32,631,402
Services and Supplies	\$11,052,954	\$12,362,719
Transfers Out	\$3,134,855	\$2,248,892
Support of Other	\$672,700	\$677,000
Contingency	\$463,660	\$463,600
Capital Outlay	\$146,195	\$346,118

Total Expenses	\$45,346,242	\$48,729,731
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This year Mono County took a different lens to look at the allocation of public resources. The below graph displays the FY 2023-24 Preliminary Budget appropriations by function in the General Fund:



The below table shows the above graphical data of general fund expenditures by function in a table format:

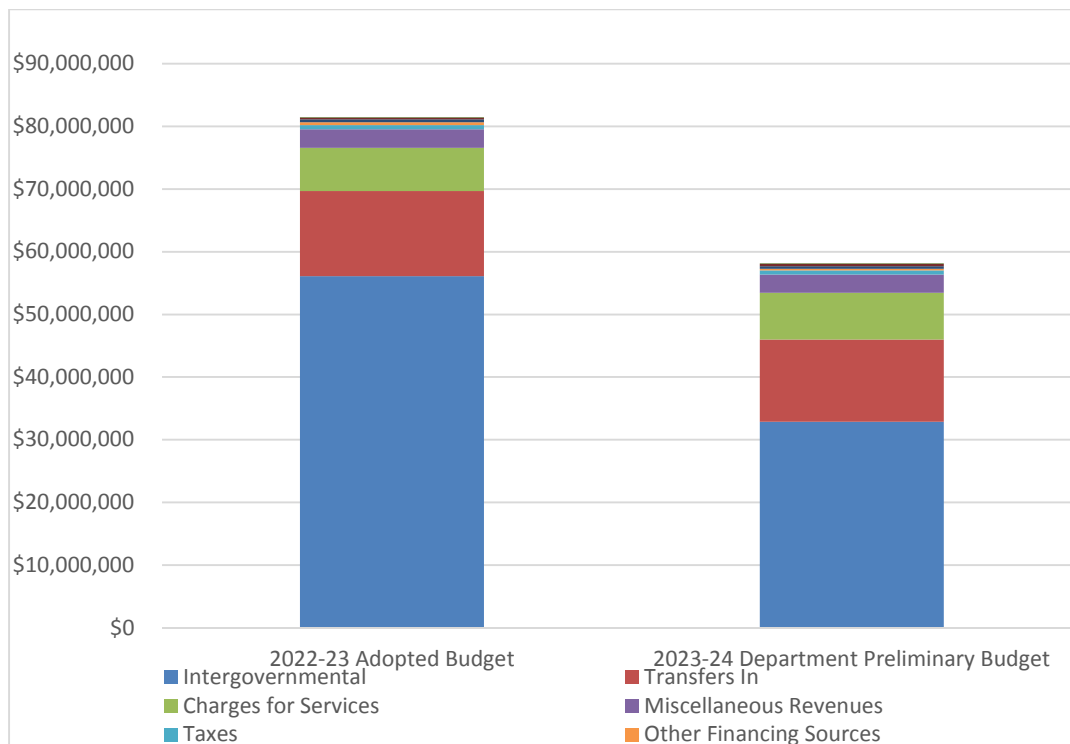
General Fund Expenses by Function	2023-24 Preliminary Budget	% of General Fund
Public Safety & Protection	\$26,013,870	53.38%
Governance & Administration	\$11,085,026	22.75%
Roads & Infrastructure	\$5,132,337	10.53%
Non-Departmental	\$3,122,976	6.41%
Housing & Community Development	\$2,661,133	5.46%
Local Economy	\$656,390	1.35%



Health & Human Service	\$58,000	0.12%
Total Expenses	\$48,729,732	100.00%

## Operating Funds Overview

The following graph provides all other operating fund revenues for Mono County for FY2022-23 Adopted Budget compared to FY 2023-24 Preliminary Budget for the Board Workshop. These are all operating funds included in the Mono County Budget excluding the general fund. The main differences are seen here in the Intergovernmental revenues mostly due to \$25 million budgeted for SB844 revenues for the construction of the Jail.

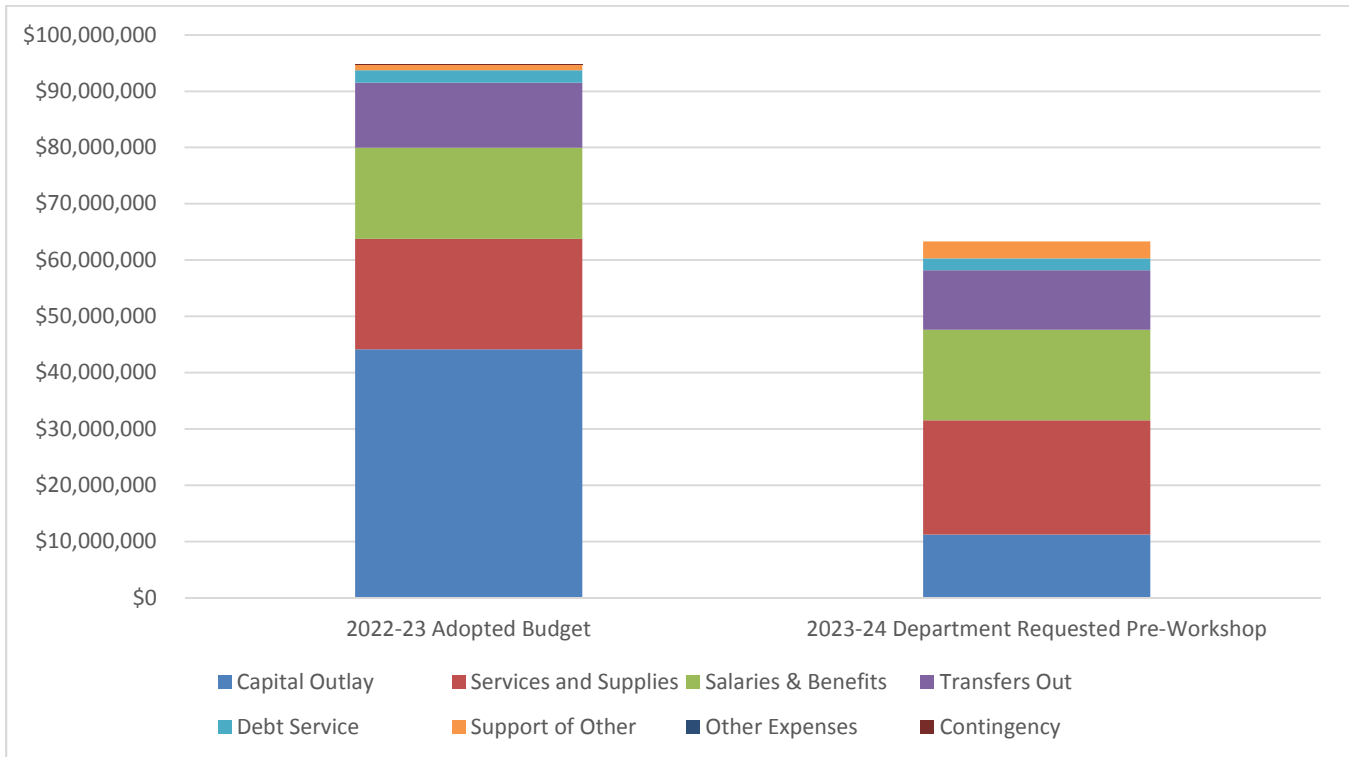


The below table shows the above graphical data of all operating funds revenues excluding the general fund in a table format:

Operating Fund Revenues (Non-General Fund)	2022-23 Adopted Budget	2023-24 Preliminary Budget
Intergovernmental	\$56,088,556	\$32,894,658
Transfers In	\$13,588,651	\$13,084,791
Charges for Services	\$6,871,379	\$7,476,368
Miscellaneous Revenues	\$3,006,785	\$2,912,106
Taxes	\$639,785	\$629,000
Other Financing Sources	\$477,000	\$255,000
Licenses, Permits & Franchises	\$415,897	\$421,690
Interest & Rents	\$271,059	\$347,623

Fines, Forfeitures & Penalties	\$93,000	\$118,000
Total Revenues	\$81,452,112	\$58,139,236

The following graph shows all other operating fund appropriations in the Mono County for FY2022-23 Adopted Budget compared to FY 2023-24 Preliminary Budget. The main differences are seen here in Capital Outlay expenditures mostly due to \$31 million budgeted for the construction of the Jail.



The below table shows the above graphical data for all operating fund appropriations excluding the general fund in table format:

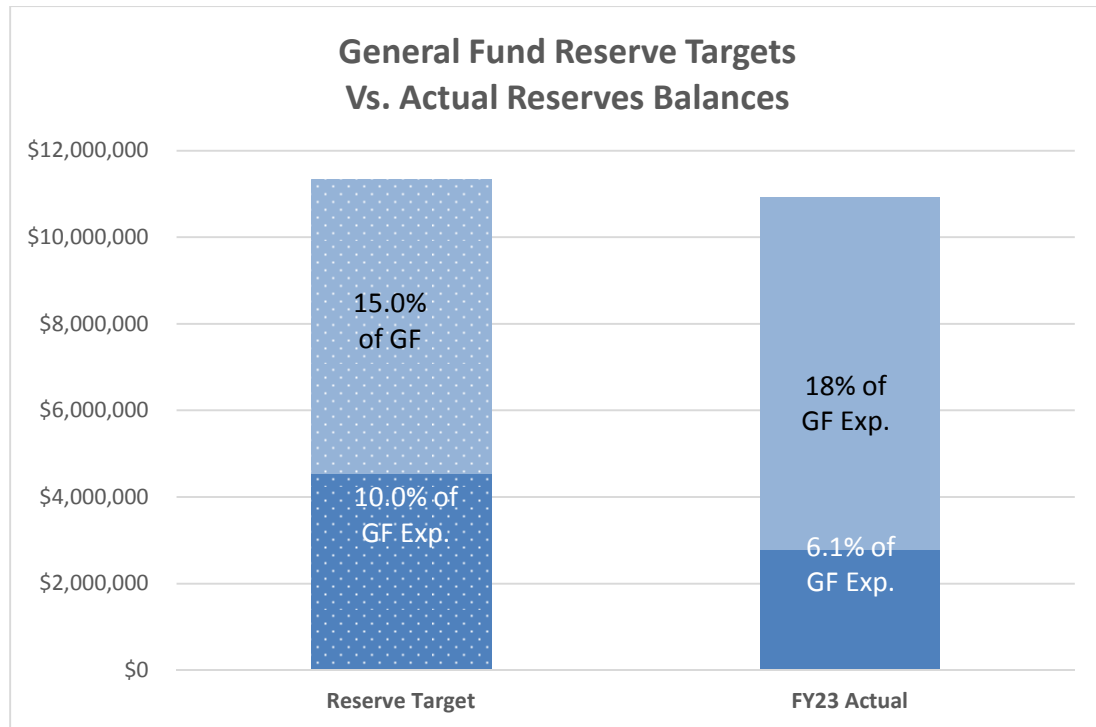
Operating Fund Expenses (excluding General Fund)	2022-23 Adopted Budget	2023-24 Preliminary Budget
Capital Outlay	\$44,162,949	\$11,733,052
Services and Supplies	\$19,604,573	\$23,053,255
Salaries & Benefits	\$16,189,791	\$16,417,701
Transfers Out	\$11,575,319	\$11,495,902
Debt Service	\$2,218,956	\$2,104,199
Support of Other	\$1,015,792	\$3,022,334
Other Expenses		\$111,500

Total Expenses	\$94,777,381	\$67,937,943
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## Reserves Balances

The current Mono County Budget Policy, last adopted in April 2022, states that Mono County will maintain a reserve balance of at least 10% of the average annual general fund expenditures and maintain an economic stabilization balance of at least 15% of the average annual general fund expenditures.

The below graph provides a comparison of General Fund Reserve and Economic Stabilization Fund balance targets based on Mono County Budget Policy and with direction from Board at Budget workshop to fund Economic Stabilization for \$2,623,422 in for FY2022-23.



Attachment A – Capital Asset Table

Attachment B – Capital Project Table

Attachment C – Department Summary Budget Unit Requests by Functional Area

Attachment D – Department Detailed Budget Unit Requests by Functional Area

RECOMMENDED CAPITAL ASSET SCHEDULE  
FISCAL YEAR 2023-24

Department/Budget Unit	Fund	Description	New	Replace	# Units	Cost Per Unit	Total cost
BH 121-41-841 (Mental Health Service Act)	121	13 units of permanent supportive housing. MHSAs Housing Program contribution to The Sawyer, an affordable and permanent supportive housing project in partnership with the Town of Mammoth Lakes and The Pacific Companies.			13	\$121,317	\$1,577,124
CA 160-10-225 (CSA 1)	160	Crowley Tennis Court		x	1	\$100,000	\$100,000
		Crowley Skate Park Shade	x		1	\$100,000	\$100,000
		Crowley Community Center Pergola	x		1	\$100,000	\$100,000
		Crowley Water Fountains	x		1	\$50,000	\$50,000
		Crowley trails	x		1	\$50,000	\$50,000
CA 163-10-227 (CSA 5)	163	Banner Structure Engineering	x		1	\$50,000	\$50,000
		Banner Structure	x		1	\$100,000	\$100,000
		Memorial Hall Flag Pole	x		1	\$20,000	\$20,000
		Misc. Projects	x		1	\$15,000	\$15,000
CA 163-10-227 (CSA 5)	163	Memorial Hall - HVAC		x	1	\$200,000	\$200,000
		Memorial Hall - Zoom / Video / Sound		x	1	\$100,000	\$100,000
		Misc. Projects		x	1	\$35,000	\$35,000
CA 188-27-251 (Affordable Housing)	188	Housing	x		1	\$100,000	\$100,000
CD 107-27-194 (Geothermal)	107	Annual geothermal monitoring		x	1	\$200,000	\$200,000
EMS 100-42-855 (EMS)	100	EMS training Manikins		x	2	\$5,000	\$10,000
		Ambulance load systems		x	2	\$37,667	\$75,334
		Ambulance Gurneys		x	2	\$38,667	\$77,334
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	194	Parking lots/sidewalks		x	1	\$250,000	\$250,000
		Medic 7		x	1	\$500,000	\$500,000
		Civic Center Gutters	x		1	\$100,000	\$100,000
		Annex 2 HVAC		x	1	\$180,000	\$180,000
		Courthouse Painting		x	1	\$10,000	\$10,000
		Blinds Mono Lake Room	x		1	\$10,000	\$10,000
		Software - ERP		x	1	\$100,000	\$100,000
FN 655-10-305 (Copier Pool)	655	Copy machines		x	6	\$5,333	\$32,000
IT 653-17-150 (Tech Refresh)	653	Network switches		x	20	\$1,500	\$30,000
		Mammoth SAN Replacement		x	1	\$55,000	\$55,000
		Server Replacements		x	6	\$5,000	\$30,000
IT CIP 191-18-001 (CIP Emergency Communications System)	191	CRISS Dispatch integrations with	x		1	\$89,000	\$89,000
PW 181-31-725 (State & Fed Construction Funds)	181	Highway Safety Improvement Projects (HSIP) guardrails striping county wide		x	1	\$1,400,000	\$1,400,000
		Slurry Seal		x	1	\$500,000	\$300,000
		Environmental for Benton Crossing Rd		x	1	\$50,000	\$50,000
		Eastside Lane		x	1	\$350,000	\$350,000
		Plan Specs Survey: Eastside/Benton/Slurry		x	3	\$100,000	\$300,000
PW 615-44-755 (Solid Waste Enterprise)	615	Pumice Valley Landfill Improvements including a gatehouse, scale, and HHW canopy	x		1	\$350,000	\$350,000
PW 650-10-723 (Motor Pool)	650	Ambulance for EMS		x	1	\$280,000	\$280,000
		Sheriff: Patrol vehicles		x	4	\$100,000	\$400,000
		Sheriff: Admin vehicle		x	1	\$70,000	\$70,000
		Truck		x	1	\$75,000	\$75,000
		Suburu - Senior Services	x		1	\$45,000	\$45,000
		Service Truck		x	1	\$355,000	\$355,000
		Water truck		x	1	\$262,928	\$262,928
		Compactor		x	1	\$900,000	\$900,000
		Wood Grinder (\$1,200,000 not in Preliminary)		x	1	\$0	\$0
		Motor Grader (\$550,000 not in Preliminary)		x	1	\$0	\$0
		Shop high pressure air system		x	1	\$15,000	\$15,000
		Shop lift instalation		x	1	\$25,000	\$25,000
		Specialized vehicle upfitting		x	1	\$10,000	\$10,000
		Kubota Tractor attachments		x	1	\$10,000	\$10,000
		Lease: Suburu		x	3	\$9,000	\$27,000
Lease: Sheriff Dodge Durango		x	2	\$9,036	\$18,072		
Lease: Pick up trucks		x	15	\$10,000	\$150,000		
PW CIP 190-18-725 (CIP)	190	Painting Courthouse		x	1	\$375,000	\$375,000
		Prop 68 Park projects: Walker		x	1	\$75,000	\$75,000
		Prop 68 Park projects: Bridgeport Memorial		x	1	\$200,000	\$200,000
		Prop 68 Park projects: Mono Lake Park		x	1	\$80,000	\$80,000

RECOMMENDED CAPITAL ASSET SCHEDULE  
FISCAL YEAR 2023-24

		Prop 68 Park projects: Lee Vining		x	1	\$45,000	\$45,000
		Prop 68 Park projects:Clean air CA Bridgeport Banner		x	1	\$307,000	\$307,000
PW CIP 192-22-460 (CIP Criminal Justice Facility)	192	Site Prep	x		1	\$20,000	\$20,000
		Rapid Impact Compaction (RIC) site prep	x		1	\$600,000	\$600,000
		Construction management	x		1	\$100,000	\$100,000
		Construction	x		1	\$330,000	\$330,000
		Architecture	x		1	\$250,000	\$250,000
SH 100-22-440 (Sheriff)	100	Alaska Bulkhead for patrol boat, camera/dvr - Crowley Sub and Bridgeport	x		1	\$40,000	\$40,000
SH 100-22-440 (Sheriff)	100	Aardvark tactical NDAA Interior Drone and Evidence Locker Upgrade (Bridgeport/Crowley)	x		1	\$33,600	\$33,600
SH 100-22-445 (Boating Law Enforcement)	100	New patrol boat to replace damaged and older model patrol boat		x	1	\$109,580	\$109,580

CAPITAL PROJECT SCHEDULE  
FISCAL YEAR 2023-24

Fund	Account	FY 2023-24	
		Preliminary Budget	Project Description
191 (Emergency Communications)	Capital Equipment, \$5,000+	\$ 89,000	Dispatch integrations with CRISS
190 (CIP)	Buildings & Improvements	\$ 375,000	Painting for Courthouse
	Fixed Assets: Land	\$ 400,000	Prop 68 Parks projects
	Fixed Assets: Land	\$ 307,000	Clean CA Bridgeport Banner
194 (Local Assistance)	Building/Land Maint & Repair	\$ 200,000	Annex 1 Roof repair
	Building/Land Maint & Repair	\$ 150,000	Annex 1 Paint
	Building/Land Maint & Repair	\$ 120,000	Annex 1 & 2 Carpet
	Special Dept - Loan Disbursements	\$ 100,000	Sunny slopes firehouse design
	Land & Improvements	\$ 250,000	Parking walks /sidewalks may spread into 2024/25
	Buildings & Improvements	\$ 500,000	Medic 7
	Buildings & Improvements	\$ 100,000	Civic Center Gutters
	Buildings & Improvements	\$ 180,000	Annex 2 HVAC
	Buildings & Improvements	\$ 10,000	Courthouse Painting
	Capital Equipment, \$5,000+	\$ 10,000	Blinds Mono Lake Room
	Capital Equipment, \$5,000+	\$ 100,000	ERP Software
	Operating Transfers Out	\$ 280,000	Ambulance Replacement to Motor Pool 650
	Operating Transfers Out	\$ 250,000	Storm repairs to Road Fund 180
192 (Criminal Justice Facility)	Building Expense - Non-Capital Expense	\$ 200,000	HAZMAT
	Building Expense - Non-Capital Expense	\$ 300,000	Demo
	Building Expense - Non-Capital Expense	\$ 100,000	Bid Process
	Building Expense - Non-Capital Expense	\$ 100,000	Misc
	Fixed Assets: Buildings	\$ 1,300,000	Building

**Non-Departmental  
General Fund**

	FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	NET Increase (Decrease)	% change Increase (Decrease)
<b>Contributions and Transfers</b>				
Revenues	150,000	150,000	-	0.00%
Expenses	2,936,000	2,040,496	(895,504)	-30.50%
Net Cost	2,786,000	1,890,496	(895,504)	-32.14%
<b>General Revenues</b>				
Revenues	36,013,292	36,587,283	573,991	1.59%
Expenses	-	-	-	0.00%
Net Cost	(36,013,292)	(36,587,283)	(573,991)	1.59%
<b>Court MOE</b>				
Revenues	-	-	-	0.00%
Expenses	728,880	618,880	(110,000)	-15.09%
Net Cost	728,880	618,880	(110,000)	-15.09%
<b>General Fund Contingency</b>				
Revenues	-	-	-	0.00%
Expenses	463,660	463,600	(60)	-0.01%
Net Cost	463,660	463,600	(60)	-0.01%
<b>TOTAL NET COST</b>	<b>\$ (32,034,752)</b>	<b>\$ (33,614,307)</b>	<b>\$ (1,579,555)</b>	<b>4.93%</b>

**Non-Departmental  
Non-General Fund**

			NET	% change	
	FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	Increase (Decrease)	Increase (Decrease)	Estimated Fund Balance June 2023
<b>Economic Stabilization</b>					
Revenues	500,000	-	(500,000)	-100.00%	
Expenses	-	-	-	0.00%	
Net Cost	(500,000)	-	500,000	-100.00%	5,966,806
<b>Debt Service Fund</b>					
Revenues	2,139,748	2,009,992	(129,756)	-6.06%	
Expenses	1,895,644	1,781,738	(113,906)	-6.01%	
Net Cost	(244,104)	(228,254)	15,850	-6.49%	1,208,718
<b>General Reserve</b>					
Revenues	-	-	-	0.00%	
Expenses	-	-	-	0.00%	
Net Cost	-	-	-	0.00%	2,746,772
<b>Disaster Assistance Fund</b>					
Revenues	81,000	468,750	387,750	478.70%	
Expenses	93,702	500,000	406,298	433.60%	
Net Cost	12,702	31,250	18,548	146.02%	393,337
<b>Cannabis Tax Fund</b>					
Revenues	61,900	40,400	(21,500)	-34.73%	
Expenses	2,500	3,000	500	20.00%	
Net Cost	(59,400)	(37,400)	22,000	-37.04%	205,412
<b>TOTAL NET COST</b>	<b>\$ (790,802)</b>	<b>\$ (234,404)</b>	<b>\$ (790,802)</b>	<b>100.00%</b>	<b>\$ 10,521,046</b>



**Governance and Administration**

General Fund		FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	NET Increase (Decrease)	% change Increase (Decrease)
<b>Assessor</b>					
	Revenues	430,350	350,767	(79,583)	-18.49%
	Expenses	1,317,896	1,607,212	289,316	21.95%
	Net Cost	887,546	1,256,445	368,899	41.56%
<b>Clerk Recorder</b>					
	Revenues	148,005	89,127	(58,878)	-39.78%
	Expenses	552,914	587,995	35,081	6.34%
	Net Cost	404,909	498,868	93,959	23.20%
<b>Board of Supervisors</b>					
	Revenues	1,700	956	(744)	-43.76%
	Expenses	692,456	712,478	20,022	2.89%
	Net Cost	690,756	711,522	20,766	3.01%
<b>Elections</b>					
	Revenues	70,098	16,440	(53,658)	-76.55%
	Expenses	362,564	298,580	(63,984)	-17.65%
	Net Cost	292,466	282,140	(10,326)	-3.53%
<b>County Administration</b>					
	Revenues	2,800	2,800	-	0.00%
	Expenses	2,429,105	1,479,083	(950,021)	-39.11%
	Net Cost	2,426,305	1,476,283	(950,021)	-39.16%
<b>Human Resources</b>					
	Revenues	-	-	-	0.00%
	Expenses	-	569,849	569,849	0.00%
	Net Cost	-	569,849	569,849	0.00%
<b>County Counsel</b>					
	Revenues	5,000	3,285	(1,715)	-34.30%
	Expenses	1,281,667	1,361,382	79,714	6.22%
	Net Cost	1,276,667	1,358,097	81,429	6.38%
<b>Finance</b>					
	Revenues	498,542	528,014	29,472	5.91%
	Expenses	2,255,999	2,399,576	143,578	6.36%
	Net Cost	1,757,457	1,871,562	114,106	6.49%
<b>Information Technology</b>					
	Revenues	297,000	281,500	(15,500)	-5.22%
	Expenses	1,980,220	2,068,870	88,650	4.48%
	Net Cost	1,683,220	1,787,370	104,150	6.19%
<b>TOTAL NET COST</b>		<u>\$ 9,419,327</u>	<u>\$ 9,812,137</u>	<u>\$ 392,810</u>	<u>4.17%</u>

**Governance and Administration**

Non-General Fund

			NET	% change	
	FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	Increase (Decrease)	Increase (Decrease)	Estimated Fund Balance June 2023
<b>Clerk Micrographics</b>					
Revenues	12,000	7,000	(5,000)	-41.67%	
Expenses	17,250	24,900	7,650	44.35%	
Net Cost	5,250	17,900	12,650	240.95%	106,691
<b>Clerk Modernization</b>					
Revenues	32,000	32,000	-	0.00%	
Expenses	182,760	86,400	(96,360)	-52.72%	
Net Cost	150,760	54,400	(96,360)	-63.92%	175,522
<b>Workforce Development</b>					
Revenues	65,000	60,000	(5,000)	-7.69%	
Expenses	162,500	132,500	(30,000)	-18.46%	
Net Cost	97,500	72,500	(25,000)	-25.64%	164,549
<b>Law Library</b>					
Revenues	3,000	3,000	-	0.00%	
Expenses	13,150	13,150	-	0.00%	
Net Cost	10,150	10,150	-	0.00%	31,401
<b>TOTAL NET COST</b>	<b>\$ 263,660</b>	<b>\$ 154,950</b>	<b>\$ (108,710)</b>	<b>-41.23%</b>	<b>\$ 478,162</b>

**Housing and Community Development**  
General Fund

	FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	NET Increase (Decrease)	% change Increase (Decrease)
<b>Planning</b>				
Revenues	185,000	271,000	86,000	46.49%
Expenses	1,178,949	1,528,679	349,730	29.66%
Net Cost	993,949	1,257,679	263,730	26.53%
<b>Planning Commission</b>				
Revenues	-	-	-	0.00%
Expenses	17,798	15,011	(2,787)	-15.66%
Net Cost	17,798	15,011	(2,787)	-15.66%
<b>Building Inspector</b>				
Revenues	170,000	170,000	-	0.00%
Expenses	576,150	624,692	48,542	8.43%
Net Cost	406,150	454,692	48,542	11.95%
<b>Code Enforcement</b>				
Revenues	31,290	31,190	(100)	-0.32%
Expenses	279,841	308,633	28,791	10.29%
Net Cost	248,551	277,443	28,891	11.62%
<b>Housing</b>				
Revenues	-	-	-	0.00%
Expenses	15,000	184,118	169,118	1127.45%
Net Cost	15,000	184,118	169,118	1127.45%
<b>TOTAL NET COST</b>	<b>\$ 1,681,447</b>	<b>\$ 2,188,943</b>	<b>\$ 507,495</b>	<b>30.18%</b>

**Housing and Community Development**  
**Non-General Fund**

			NET	% change	
	FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	Increase (Decrease)	Increase (Decrease)	Estimated Fund Balance June 2023
<b>Geothermal</b>					
Revenues	200,000	200,000	-	0.00%	
Expenses	200,000	200,000	-	0.00%	
Net Cost	-	-	-	0.00%	124,836
<b>Community Development Grants</b>					
Revenues	504,415	379,000	(125,415)	-24.86%	
Expenses	504,415	379,000	(125,415)	-24.86%	
Net Cost	-	-	-	0.00%	TBD
<b>CASp</b>					
Revenues	2,000	2,000	-	0.00%	
Expenses	2,000	2,000	-	0.00%	
Net Cost	-	-	-	0.00%	7,426
<b>Community Beautification Fund</b>					
Revenues	-	-	-	0.00%	
Expenses	-	-	-	0.00%	
Net Cost	-	-	-	0.00%	132,770
<b>Affordable Housing</b>					
Revenues	367,000	30,000	(337,000)	-91.83%	
Expenses	276,200	260,000	(16,200)	-5.87%	
Net Cost	(90,800)	230,000	320,800	-353.30%	565,014
<b>CDBG/HOME Grants</b>					
Revenues	500,000	500,000	-	0.00%	
Expenses	500,000	500,000	-	0.00%	
Net Cost	-	-	-	0.00%	TBD
<b>TOTAL NET COST</b>	<b>\$ (90,800)</b>	<b>\$ 230,000</b>	<b>\$ 320,800</b>	<b>-353.30%</b>	<b>\$ 830,046</b>

**Economic Development**  
General Fund

	FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	NET Increase (Decrease)	% change Increase (Decrease)
<b>Economic Development</b>				
Revenues	20,000	-	(20,000)	-100.00%
Expenses	625,204	605,963	(19,241)	-3.08%
Net Cost	605,204	605,963	759	0.13%
<b>Farm Advisor</b>				
Revenues	-	-	-	0.00%
Expenses	52,497	50,427	(2,070)	-3.94%
Net Cost	52,497	50,427	(2,070)	-3.94%
<b>TOTAL NET COST</b>	<b>\$ 657,701</b>	<b>\$ 656,390</b>	<b>\$ (1,311)</b>	<b>-0.20%</b>

**Economic Development**  
Non-General Fund

			NET	% change	
	FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	Increase (Decrease)	Increase (Decrease)	Estimated Fund Balance June 2023
<b>Tourism</b>					
Revenues	334,825	335,000	175	0.05%	
Expenses	372,340	372,540	200	0.05%	
Net Cost	37,515	37,540	25	0.07%	249,483
					**Policy fund balance
<b>Community Support Program</b>					
Revenues	62,500	62,500	-	0.00%	
Expenses	80,700	77,700	(3,000)	-3.72%	
Net Cost	18,200	15,200	(3,000)	-16.48%	10,328
<b>Fish Enhancement</b>					
Revenues	100,250	100,250	-	0.00%	
Expenses	129,250	129,250	-	0.00%	
Net Cost	29,000	29,000	-	0.00%	8,505
<b>Fish &amp; Game Porpogation</b>					
Revenues	7,900	7,900	-	0.00%	
Expenses	87,456	46,339	(41,117)	-47.01%	
Net Cost	79,556	38,439	(41,117)	-51.68%	34,866
<b>Economic Development CDBG grants</b>					
Revenues	-	-	-	0.00%	
Expenses	-	-	-	0.00%	
Net Cost	-	-	-	0.00%	
<b>Eastern Sierra Sustainable Recreation</b>					
Revenues	351,586	409,125	57,539	16.37%	
Expenses	371,222	431,397	60,175	16.21%	
Net Cost	19,636	22,272	2,636	13.43%	581,187
<b>TOTAL NET COST</b>	<b>\$ 183,907</b>	<b>\$ 142,451</b>	<b>\$ (41,456)</b>	<b>-22.54%</b>	<b>\$ 884,368</b>

**Public Safety and Protection****General Fund**

		<b>FY 2022-2023</b>	<b>FY 2023-2024</b>	<b>NET</b>	<b>% change</b>
		<b>Adopted Budget</b>	<b>Preliminary</b>	<b>Increase</b>	<b>Increase</b>
				<b>(Decrease)</b>	<b>(Decrease)</b>
<b>Animal Services</b>					
	Revenues	29,000	24,000	(5,000)	-17.24%
	Expenses	639,685	652,984	13,298	2.08%
	Net Cost	610,685	628,984	18,298	3.00%
<b>Public Defender</b>					
	Revenues	15,000	11,000	(4,000)	-26.67%
	Expenses	1,021,868	750,000	(271,868)	-26.61%
	Net Cost	1,006,868	739,000	(267,868)	-26.60%
<b>Grand Jury</b>					
	Revenues	-	-	-	0.00%
	Expenses	14,000	18,000	4,000	28.57%
	Net Cost	14,000	18,000	4,000	28.57%
<b>Ag Commissioner</b>					
	Revenues	146,823	100,000	(46,823)	-31.89%
	Expenses	253,214	250,000	(3,214)	-1.27%
	Net Cost	106,391	150,000	43,609	40.99%
<b>Emergency Services - OEM</b>					
	Revenues	127,719	303,656	175,937	137.75%
	Expenses	127,719	462,170	334,451	261.86%
	Net Cost	-	158,514	158,514	0.00%
<b>District Attorney</b>					
	Revenues	392,929	311,663	(81,266)	-20.68%
	Expenses	2,071,621	2,303,234	231,613	11.18%
	Net Cost	1,678,692	1,991,571	312,879	18.64%
<b>Victim Witness</b>					
	Revenues	251,646	258,386	6,740	2.68%
	Expenses	251,668	258,505	6,837	2.72%
	Net Cost	22	119	97	433.49%
<b>Emergency Medical Services</b>					
	Revenues	2,589,250	2,743,750	154,500	5.97%
	Expenses	4,578,462	5,115,208	536,747	11.72%
	Net Cost	1,989,212	2,371,458	382,247	19.22%
<b>IT Radio</b>					
	Revenues	19,100	20,100	1,000	5.24%
	Expenses	394,284	484,929	90,646	22.99%
	Net Cost	375,184	464,829	89,646	23.89%
<b>Probation</b>					
	Revenues	375,123	448,962	73,839	19.68%
	Expenses	1,740,118	2,152,011	411,892	23.67%
	Net Cost	1,364,995	1,703,049	338,053	24.77%
<b>Juvenile Probation</b>					
	Revenues	11,000	22,500	11,500	104.55%
	Expenses	11,000	20,000	9,000	81.82%
	Net Cost	-	(2,500)	(2,500)	0.00%

**Public Safety and Protection**

General Fund

		FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	NET Increase (Decrease)	% change Increase (Decrease)
<b>Sheriff</b>					
	Revenues	1,710,637	1,904,463	193,826	11.33%
	Expenses	7,651,968	8,532,672	880,704	11.51%
	Net Cost	5,941,331	6,628,209	686,878	11.56%
<b>Jail</b>					
	Revenues	455,756	688,710	232,954	51.11%
	Expenses	3,549,743	3,975,947	426,204	12.01%
	Net Cost	3,093,987	3,287,237	193,250	6.25%
<b>Court Security</b>					
	Revenues	779,291	757,454	(21,837)	-2.80%
	Expenses	767,757	757,963	(9,793)	-1.28%
	Net Cost	(11,534)	509	12,044	-104.41%
<b>Boating Law Enforcement</b>					
	Revenues	240,915	240,915	-	0.00%
	Expenses	240,915	240,915	(0)	0.00%
	Net Cost	0	-	(0)	-100.00%
<b>Search and Rescue</b>					
	Revenues	-	-	-	0.00%
	Expenses	39,332	39,332	-	0.00%
	Net Cost	39,332	39,332	-	0.00%
<b>TOTAL NET COST</b>		<u>\$ 16,209,164</u>	<u>\$ 18,178,311</u>	<u>\$ 1,969,147</u>	<u>12.15%</u>



**Public Safety and Protection**  
Non-General Fund

				NET	% change	
	FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	Increase (Decrease)	Increase (Decrease)	Estimated Fund Balance June 2023	
<b>Spay Neuter Trust</b>						
Revenues	-	1,000	1,000	0.00%		
Expenses	2,000	2,000	-	0.00%		
Net Cost	2,000	1,000	(1,000)	-50.00%		-
<b>Animal Welfare</b>						
Revenues	-	-	-	0.00%		
Expenses	-	-	-	0.00%		
Net Cost	-	-	-	0.00%		29,769
<b>Homeland Security Grant Program</b>						
Revenues	265,450	-	(265,450)	-100.00%		
Expenses	265,450	-	(265,450)	-100.00%		
Net Cost	-	-	-	0.00%		-
<b>District Attorney CalMet Program</b>						
Revenues	125,000	125,000	-	0.00%		
Expenses	125,000	70,000	(55,000)	-44.00%		
Net Cost	-	(55,000)	(55,000)	0.00%		282,471
<b>District Attorney Diversion Program</b>						
Revenues	7,000	7,000	-	0.00%		
Expenses	7,000	7,000	-	0.00%		
Net Cost	-	-	-	0.00%		22,967
<b>Unfair Competition Fund</b>						
Revenues	-	-	-	0.00%		
Expenses	-	-	-	0.00%		
Net Cost	-	-	-	0.00%		9,348
<b>Probation CCP 2011</b>						
Revenues	976,722	1,013,405	36,683	3.76%		
Expenses	733,424	860,471	127,047	17.32%		
Net Cost	(243,298)	(152,934)	90,364	-37.14%		1,384,131
<b>Probation YOBG 2011</b>						
Revenues	137,229	119,616	(17,613)	-12.83%		
Expenses	129,000	138,208	9,208	7.14%		
Net Cost	(8,229)	18,592	26,820	-325.93%		652,514
<b>Probation SB 678 2011</b>						
Revenues	227,576	257,466	29,890	13.13%		
Expenses	307,130	325,228	18,098	5.89%		
Net Cost	79,554	67,762	(11,792)	-14.82%		980,680
<b>Probation JJCPA 2011</b>						
Revenues	63,199	67,016	3,817	6.04%		
Expenses	48,012	67,016	19,004	39.58%		
Net Cost	(15,187)	(0)	15,187	-100.00%		155,227
<b>Probation PRCS 2011</b>						
Revenues	10,250	10,250	-	0.00%		
Expenses	10,250	10,250	-	0.00%		
Net Cost	-	-	-	0.00%		144,529
<b>Probation BSCC 2011</b>						
Revenues	100,000	100,000	-	0.00%		

	Expenses	100,000	100,000	-	0.00%	
	Net Cost	-	-	-	0.00%	389,278
<b>Probation Juvenile Activities</b>						
	Revenues	18,887	19,759	872	4.62%	
	Expenses	18,887	19,759	872	4.62%	
	Net Cost	-	(0)	(0)	0.00%	122,110

**Public Safety and Protection**

Non-General Fund

			NET	% change	
	FY 2022-2023	FY 2023-2024	Increase	Increase	Estimated Fund
	Adopted Budget	Preliminary	(Decrease)	(Decrease)	Balance June 2023
<b>Drug Court Grant</b>					
Revenues	62,500	-	(62,500)	-100.00%	
Expenses	62,500	-	(62,500)	-100.00%	
Net Cost	-	-	-	0.00%	-
<b>Local Innovation 2011 Realignment</b>					
Revenues	6,144	1,000	(5,144)	-83.72%	
Expenses	50,000	50,000	-	0.00%	
Net Cost	43,856	49,000	5,144	11.73%	59,625
<b>Public Health and Safety Grant (Prop 64)</b>					
Revenues	296,908	302,482	5,574	1.88%	
Expenses	296,908	302,482	5,574	1.88%	
Net Cost	-	-	-	0.00%	DONE
<b>Pretrial Release Program</b>					
Revenues	329,601	253,759	(75,842)	-23.01%	
Expenses	329,601	253,759	(75,842)	-23.01%	
Net Cost	0	-	(0)	-100.00%	0
<b>SB 823 Juv Justice Realign Block Grant</b>					
Revenues	250,000	250,000	-	0.00%	
Expenses	-	1,250	1,250	0.00%	
Net Cost	(250,000)	(248,750)	1,250	-0.50%	510,832
<b>Off Highway Vehicle Fund</b>					
Revenues	49,515	52,888	3,373	6.81%	
Expenses	49,515	52,888	3,373	6.81%	
Net Cost	-	-	-	0.00%	63,334
<b>Court Security 2011 Realignment</b>					
Revenues	606,128	618,770	12,642	2.09%	
Expenses	779,291	757,454	(21,837)	-2.80%	
Net Cost	173,163	138,684	(34,479)	-19.91%	778,216
<b>Inmate Welfare Trust</b>					
Revenues	37,500	27,000	(10,500)	-28.00%	
Expenses	37,500	37,500	-	0.00%	
Net Cost	-	10,500	10,500	0.00%	48,673
<b>Medicated Assisted Treatment Program</b>					
Revenues	-	-	-	0.00%	
Expenses	15,800	-	(15,800)	-100.00%	
Net Cost	15,800	-	(15,800)	-100.00%	271
<b>CalAim Path Grant</b>					
Revenues	50,000	-	(50,000)	-100.00%	
Expenses	50,000	50,000	-	0.00%	
Net Cost	-	50,000	50,000	0.00%	667
<b>Sheriff Auto Fingerprint (VC 9250.19)</b>					
Revenues	-	-	-	0.00%	
Expenses	-	-	-	0.00%	
Net Cost	-	-	-	0.00%	79,622
<b>Sheriff Wellness and Mental Health</b>					
Revenues	-	-	-	0.00%	

	Expenses	-	20,000	20,000	0.00%	
	Net Cost	-	20,000	20,000	0.00%	236
<b>Mono ABX83 DNA ID</b>						
	Revenues	-	-	-	0.00%	
	Expenses	-	-	-	0.00%	
	Net Cost	-	-	-	0.00%	425,289
<b>TOTAL NET COST</b>		<u>\$ (202,340)</u>	<u>\$ (101,147)</u>	<u>\$ 101,193</u>	<u>-50.01%</u>	<u>\$ 6,139,786</u>

**Roads and Infrastructure**

General Fund

	<b>FY 2022-2023 Adopted Budget</b>	<b>FY 2023-2024 Preliminary</b>	<b>NET Increase (Decrease)</b>	<b>% change Increase (Decrease)</b>
<b>Engineering</b>				
Revenues	110,000	70,000	(40,000)	-36.36%
Expenses	1,056,277	1,459,018	402,741	38.13%
Net Cost	946,277	1,389,018	442,741	46.79%
<b>Facilities</b>				
Revenues	50,000	60,000	10,000	20.00%
Expenses	3,135,837	3,673,319	537,482	17.14%
Net Cost	3,085,837	3,613,319	527,482	17.09%
<b>TOTAL NET COST</b>	<b>\$ 4,032,113</b>	<b>\$ 5,002,337</b>	<b>\$ 970,224</b>	<b>24.06%</b>

## Roads and Infrastructure

Non-General Fund

			NET	% change	
	FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	Increase (Decrease)	Increase (Decrease)	Estimated Fund Balance June 2023
<b>Road</b>					
Revenues	4,313,591	4,152,758	(160,833)	-3.73%	
Expenses	4,638,028	5,352,380	714,353	15.40%	
Net Cost	324,437	1,199,622	875,186	269.76%	TBD
<b>Airport Enterprise</b>					
Revenues	25,200	22,842	(2,358)	-9.36%	
Expenses	39,899	90,471	50,572	126.75%	
Net Cost	14,699	67,629	52,930	360.09%	(32,186)
<b>Cemetery Enterprise Fund</b>					
Revenues	5,300	6,200	900	16.98%	
Expenses	22,200	25,000	2,800	12.61%	
Net Cost	16,900	18,800	1,900	11.24%	67,307
<b>Campground Enterprise Fund</b>					
Revenues	41,000	42,000	1,000	2.44%	
Expenses	40,168	47,528	7,360	18.32%	
Net Cost	(832)	5,528	6,360	-764.42%	157,625
<b>Public Safety Power Shutoff</b>					
Revenues	-	-	-	0.00%	
Expenses	45,000	-	(45,000)	-100.00%	
Net Cost	45,000	-	(45,000)	-100.00%	854
<b>Solid Waste Enterprise Fund</b>					
Revenues	1,625,713	2,072,400	446,687	27.48%	
Expenses	3,181,743	3,176,717	(5,026)	-0.16%	
Net Cost	1,556,030	1,104,317	(451,713)	-29.03%	TBD
<b>Solid Waste Accelerated Landfill Closure</b>					
Revenues	150,000	150,000	-	0.00%	
Expenses	-	150,000	150,000	0.00%	
Net Cost	(150,000)	-	150,000	-100.00%	TBD
<b>Solid Waste Parcel Fees</b>					
Revenues	825,000	825,000	-	0.00%	
Expenses	825,000	825,000	-	0.00%	
Net Cost	-	-	-	0.00%	TBD
<b>Development Impact Fees</b>					
Revenues	-	2,000	2,000	0.00%	
Expenses	-	-	-	0.00%	
Net Cost	-	(2,000)	(2,000)	0.00%	236,179
<b>DIF - Mitigate Impact of Private Road Creation</b>					
Revenues	-	-	-	0.00%	
Expenses	-	-	-	0.00%	
Net Cost	-	-	-	0.00%	134,104
<b>TOTAL NET COST</b>	<b>\$ 1,806,233</b>	<b>\$ 2,393,896</b>	<b>\$ 587,662</b>	<b>32.54%</b>	<b>\$ 563,884</b>

**Health and Human Services**

General Fund

	<b>FY 2022-2023 Adopted Budget</b>	<b>FY 2023-2024 Preliminary</b>	<b>NET Increase (Decrease)</b>	<b>% change Increase (Decrease)</b>
<b>Veteran Services</b>				
Revenues	-	-	-	0.00%
Expenses	50,000	58,000	8,000	16.00%
Net Cost	50,000	58,000	8,000	16.00%
<b>TOTAL NET COST</b>	<b>\$ 50,000</b>	<b>\$ 58,000</b>	<b>\$ 8,000</b>	<b>16.00%</b>

## Health and Human Services

Non-General Fund

				NET	% change	
	FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	Increase (Decrease)	Increase (Decrease)	Estimated Fund Balance June 2023	
<b>Behavioral Health</b>						
Revenues	1,614,164	1,288,590	(325,574)	-20.17%		
Expenses	1,614,254	1,500,098	(114,156)	-7.07%		
Net Cost	90	211,508	211,418	234831.06%		see below
<b>Alcohol and Drug Program</b>						
Revenues	1,495,421	1,402,254	(93,167)	-6.23%		
Expenses	1,495,529	1,448,920	(46,609)	-3.12%		
Net Cost	108	46,666	46,558	43069.50%		see below
<i>Total Net Cost Behavioral Health Fund</i>	<i>\$ 198</i>	<i>\$ 258,175</i>	<i>\$ 257,977</i>	<i>130205.69%</i>		TBD
<b>Mental Health Service Act</b>						
Revenues	2,382,358	4,051,498	1,669,140	70.06%		
Expenses	4,542,715	5,398,325	855,610	18.83%		
Net Cost	2,160,357	1,346,827	(813,530)	-37.66%		TBD
<b>Behavioral Health 2011 Realignment</b>						
Revenues	560,254	622,631	62,377	11.13%		
Expenses	1,091,384	895,460	(195,924)	-17.95%		
Net Cost	531,130	272,829	(258,301)	-48.63%		TBD
<b>Maddy EMS Fund</b>						
Revenues	43,000	68,000	25,000	58.14%		
Expenses	10,879	17,204	6,325	58.14%		
Net Cost	(32,121)	(50,796)	(18,675)	58.14%		701,452
<b>Public Health</b>						
Revenues	4,791,422	4,394,714	(396,708)	-8.28%		
Expenses	4,828,645	5,009,338	180,693	3.74%		
Net Cost	37,224	614,624	577,401	1551.16%		TBD
<b>Public Health Education</b>						
Revenues	326,022	346,127	20,105	6.17%		
Expenses	326,045	363,077	37,031	11.36%		
Net Cost	23	16,950	16,926	72833.18%		TBD
<b>Bio-Terrorism</b>						
Revenues	349,740	313,169	(36,571)	-10.46%		
Expenses	349,763	314,878	(34,884)	-9.97%		
Net Cost	23	1,709	1,687	7355.06%		TBD
<b>Environmental Health</b>						
Revenues	999,184	1,008,289	9,105	0.91%		
Expenses	999,254	1,200,121	200,867	20.10%		
Net Cost	70	191,832	191,762	272738.14%		TBD
<b>Prop 99 Public Health Education</b>						
Revenues	150,000	150,000	-	0.00%		
Expenses	150,000	165,000	15,000	10.00%		
Net Cost	-	15,000	15,000	0.00%		TBD
<b>Prop 56 Public Health Education</b>						
Revenues	150,000	150,000	-	0.00%		
Expenses	150,000	150,000	-	0.00%		
Net Cost	-	-	-	0.00%		TBD



<b>Social Services</b>						
	Revenues	6,935,781	6,894,147	(41,634)	-0.60%	
	Expenses	6,090,184	6,419,004	328,820	5.40%	
	Net Cost	(845,597)	(475,143)	370,454	-43.81%	see below

<b>Aid Program</b>						
	Revenues	-	-	-	0.00%	
	Expenses	722,434	722,434	-	0.00%	
	Net Cost	722,434	722,434	-	0.00%	see below

**Health and Human Services**  
Non-General Fund

		FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	NET Increase (Decrease)	% change Increase (Decrease)	Estimated Fund Balance June 2023
<b>General Relief</b>						
	Revenues	15,000	15,000	-	0.00%	
	Expenses	15,000	15,000	-	0.00%	
	Net Cost	-	-	-	0.00%	see below
<b>Senior Program</b>						
	Revenues	640,209	440,704	(199,505)	-31.16%	
	Expenses	640,237	463,295	(176,942)	-27.64%	
	Net Cost	28	22,591	22,563	79361.61%	see below
<b>Public Guardian PAPG program</b>						
	Revenues	87,746	107,210	19,464	22.18%	
	Expenses	87,746	107,210	19,464	22.18%	
	Net Cost	-	-	-	0.00%	see below
	<i>Total Net Cost - Social Services Fund</i>	(123,135)	269,882	393,016	-319.18%	TBD
<b>Workforce Investment Act</b>						
	Revenues	120,000	120,000	-	0.00%	
	Expenses	120,000	127,545	7,545	6.29%	
	Net Cost	-	7,545	7,545	0.00%	TBD
<b>County Children's Trust Fund</b>						
	Revenues	27,037	27,037	-	0.00%	
	Expenses	27,037	27,037	-	0.00%	
	Net Cost	-	-	-	0.00%	TBD
<b>WRAP</b>						
	Revenues	-	-	-	0.00%	
	Expenses	-	25,000	25,000	0.00%	
	Net Cost	-	25,000	25,000	0.00%	TBD
<b>DSS 1991 Realignment</b>						
	Revenues	864,479	788,572	(75,907)	-8.78%	
	Expenses	864,479	788,572	(75,907)	-8.78%	
	Net Cost	-	-	-	0.00%	TBD
<b>DSS 2011 Realignment</b>						
	Revenues	1,370,984	1,507,120	136,136	9.93%	
	Expenses	1,370,984	1,507,120	136,136	9.93%	
	Net Cost	-	-	-	0.00%	TBD
<b>State/Fed Public Administration Advances</b>						
	Revenues	4,157,987	3,665,317	(492,670)	-11.85%	
	Expenses	-	-	-	0.00%	TBD

Net Cost					
<b>State/Fed Public Program Advances</b>					
Revenues	275,577	265,326	(10,251)	-3.72%	
Expenses	275,577	265,326	(10,251)	-3.72%	
Net Cost	-	-	-	0.00%	TBD
<hr/>					
<b>TOTAL NET COST</b>	<b>\$ 2,573,769</b>	<b>\$ 2,969,577</b>	<b>\$ 395,808</b>	<b>15.38%</b>	<b>\$ 701,452</b>

**Other Community Services**  
**Non-General Fund**

			NET	% change	
	FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	Increase (Decrease)	Increase (Decrease)	Estimated Fund Balance June 2023
<b>CSA 1</b>					
Revenues	212,900	211,000	(1,900)	-0.89%	
Expenses	369,817	811,000	441,183	119.30%	
Net Cost	156,917	600,000	443,083	282.37%	TBD
<b>CSA 2</b>					
Revenues	-	2,500	2,500	0.00%	
Expenses	-	63,500	63,500	0.00%	
Net Cost	-	61,000	61,000	0.00%	256,621
<b>CSA 5</b>					
Revenues	69,332	69,332	-	0.00%	
Expenses	585,000	585,000	-	0.00%	
Net Cost	515,668	515,668	-	0.00%	TBD
<b>Zones of Benefit</b>					
Revenues	146,000	164,000	18,000	12.33%	
Expenses	325,000	85,000	(240,000)	-73.85%	
Net Cost	179,000	(79,000)	(258,000)	-144.13%	1,456,791
<b>Conway Ranch</b>					
Revenues	67,300	40,453	(26,847)	-39.89%	
Expenses	71,133	40,469	(30,664)	-43.11%	
Net Cost	3,833	16	(3,817)	-99.59%	9,495
<b>TOTAL NET COST</b>	<b>\$ 855,418</b>	<b>\$ 1,097,684</b>	<b>\$ 242,265</b>	<b>28.32%</b>	<b>\$ 1,722,906</b>

**Capital Investments**

Non-General Fund

			NET	% change	
	FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	Increase (Decrease)	Increase (Decrease)	Estimated Fund Balance June 2023
<b>CIP</b>					
Revenues	301,602	907,000	605,398	200.73%	
Expenses	332,002	1,082,000	749,998	225.90%	
Net Cost	30,400	175,000	144,600	475.66%	108,704
<b>CIP Criminal Justice Facility</b>					
Revenues	25,000,000	-	(25,000,000)	-100.00%	
Expenses	30,937,152	2,000,000	(28,937,152)	-93.54%	
Net Cost	5,937,152	2,000,000	(3,937,152)	-66.31%	6,016,872
<b>CIP Emergency Communications System</b>					
Revenues	-	-	-	0.00%	
Expenses	91,000	89,000	(2,000)	-2.20%	
Net Cost	91,000	89,000	(2,000)	-2.20%	-
<b>Local Assistance Resources</b>					
Revenues	-	2,866,518	2,866,518	0.00%	
Expenses	-	2,250,000	2,250,000	0.00%	
Net Cost	-	(616,518)	(616,518)	0.00%	5,092,933
<b>State &amp; Federal Road Construction</b>					
Revenues	6,078,476	4,400,000	(1,678,476)	-27.61%	
Expenses	6,891,000	4,400,000	(2,491,000)	-36.15%	
Net Cost	812,524	-	(812,524)	-100.00%	TBD
<b>TOTAL NET COST</b>	<b>\$ 6,871,076</b>	<b>\$ 1,647,482</b>	<b>\$ (5,223,594)</b>	<b>-76.02%</b>	<b>\$ 11,218,509</b>

**Insurance ISF**  
Non-General Fund

			NET	% change	
	FY 2022-2023 Adopted Budget	FY 2023-2024 Preliminary	Increase (Decrease)	Increase (Decrease)	Estimated Fund Balance June 2023
<b>Insurance ISF</b>					
Revenues	2,570,359	2,569,959	(400)	-0.02%	
Expenses	2,843,869	2,864,468	20,599	0.72%	
Net Cost	273,510	294,509	20,999	7.68%	3,545,845
<b>Copier Pool ISF</b>					
Revenues	108,200	111,200	3,000	2.77%	
Expenses	112,724	117,539	4,815	4.27%	
Net Cost	4,524	6,339	1,815	40.12%	84,299
<b>Tech Refresh ISF</b>					
Revenues	892,925	836,684	(56,241)	-6.30%	
Expenses	892,925	909,651	16,726	1.87%	
Net Cost	-	72,967	72,967	0.00%	8,126
<b>Fleet Services ISF</b>					
Revenues	2,718,117	3,188,357	470,240	17.30%	
Expenses	4,294,729	4,312,760	18,031	0.42%	
Net Cost	1,576,612	1,124,403	(452,209)	-28.68%	TBD
<b>TOTAL NET COST</b>	<b>\$ 1,854,646</b>	<b>\$ 1,498,218</b>	<b>\$ (356,428)</b>	<b>-19.22%</b>	<b>\$ 3,638,270</b>

Non-Departmental

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
FN 100-21-075 (Court MOE)	Expenses	100-21-075-33120	Special Department Expense	\$0	\$0	\$0	\$0
FN 100-21-075 (Court MOE)	Expenses	100-21-075-38000	Revenue Moe	(\$513,380)	(\$409,748)	(\$519,748)	(\$409,748)
FN 100-21-075 (Court MOE)	Expenses	100-21-075-38001	County Facilities Moe	(\$211,324)	(\$209,441)	(\$209,132)	(\$209,132)
FN 100-21-075 (Court MOE)	Expenses	100-21-075-60110	Civic Center Rent	\$0	\$0	\$0	\$0
FN 100-21-075 (Court MOE)	Expenses	100-21-075-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$0	\$0	\$0	\$0
<b>Total Expenses</b>				(\$724,703)	(\$619,189)	(\$728,880)	(\$618,880)
<b>Net Cost</b>				(\$724,703)	(\$619,189)	(\$728,880)	(\$618,880)

Non-Departmental

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
FN 100-10-071 (Operating Transfers)	Revenues	100-10-071-15310	St: Pub Safety-Prop 172 Sales	\$150,000	\$150,000	\$150,000	\$150,000
FN 100-10-071 (Operating Transfers)	Expenses	100-10-071-47010	Contributions To Other Governm	(\$196,760)	(\$457,999)	(\$472,700)	(\$469,000)
FN 100-10-071 (Operating Transfers)	Expenses	100-10-071-47020	Contributions To Non-Profit Or	(\$151,500)	(\$250,000)	(\$150,000)	(\$150,000)
FN 100-10-071 (Operating Transfers)	Expenses	100-10-071-60075	Settlements & Judgements	\$0	\$0	\$0	\$0
FN 100-10-071 (Operating Transfers)	Expenses	100-10-071-60100	Operating Transfers Out	(\$3,429,107)	(\$3,880,109)	(\$2,313,300)	(\$1,421,496)
FN 100-10-071 (Operating Transfers)	Expenses	100-10-071-60110	Civic Center Rent	\$0	\$0	\$0	\$0
FN 100-10-071 (Operating Transfers)	Expenses	100-10-071-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$150,000	\$150,000	\$150,000	\$150,000
<b>Total Expenses</b>				(\$3,777,367)	(\$4,588,108)	(\$2,936,000)	(\$2,040,496)
<b>Net Cost</b>				(\$3,627,367)	(\$4,438,108)	(\$2,786,000)	(\$1,890,496)

Non-Departmental

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10020	Prop Tax -Current Secured	\$18,077,717	\$19,555,706	\$21,165,000	\$21,589,000
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10030	Prop Tax -Current Unsecured	\$1,399,299	\$1,281,496	\$1,292,000	\$1,356,000
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10040	Prop Tax -Delinq Secured Redem	\$218,216	\$164,234	\$172,723	\$178,000
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10050	Prop Tax -Delinq Unsecured Red	\$1,047	\$3,928	\$2,000	\$2,000
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10060	Prop Tax - Supplemental	\$335,079	\$779,317	\$319,466	\$300,000
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10061	Prop Tax -Unitary	\$588,863	\$631,931	\$715,000	\$715,000
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10062	Prop Tax -Excess Eraf	\$1,273,212	\$1,279,951	\$1,000,000	\$500,000
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10063	Prop Tax -Prop 1A Suspense Sec	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10080	Prop Tax -Penalties/Interest	\$301,913	\$322,414	\$307,570	\$308,000
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10090	Sales & Use Tax	\$772,678	\$871,842	\$653,000	\$693,000
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10100	Transient Occupancy Tax	\$2,658,642	\$2,959,155	\$2,967,000	\$2,918,000
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10110	Property Transfer Tax	\$588,243	\$512,409	\$321,000	\$321,000
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10120	Williamson Act-Agriculture Sub	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10140	Timber Yield Tax	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10150	Sales & Use Tax In Lieu	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-10160	Vlf In Lieu	\$1,885,020	\$1,981,722	\$2,097,866	\$2,170,449
FN 100-10-001 (General Revenues)	Revenues	100-10-001-12030	Off-Hwy Vehicle License Fees	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-12200	Franchise Permits	\$209,422	\$247,483	\$247,500	\$247,500
FN 100-10-001 (General Revenues)	Revenues	100-10-001-13010	Vehicle Code Fines	\$115,328	\$151,938	\$150,000	\$149,000
FN 100-10-001 (General Revenues)	Revenues	100-10-001-13031	Parking Fines	\$1,564	\$1,588	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-13040	Court Fines & Penalties	\$685,789	\$524,971	\$607,000	\$589,000
FN 100-10-001 (General Revenues)	Revenues	100-10-001-13050	B/A 1463.14 Pc Fines	\$3,606	\$3,624	\$3,100	\$3,100
FN 100-10-001 (General Revenues)	Revenues	100-10-001-13060	Red Light Fines/Traffic School	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-13120	Fines, Forfeits & Penalties	\$0	\$250	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-14010	Interest Income	\$106,470	\$117,446	\$162,100	\$162,100
FN 100-10-001 (General Revenues)	Revenues	100-10-001-14020	Unrealized Gain/Loss	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-14050	Rental Income	\$6,000	\$6,130	\$6,000	\$6,000
FN 100-10-001 (General Revenues)	Revenues	100-10-001-15089	St: Motor Vehicle Excess Fees	\$8,716	\$13,739	\$13,000	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-15090	St: Motor Vehicle In Lieu (Mvi	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-15400	St: Homeowners Prop Tx Relif	\$35,549	\$42,733	\$31,500	\$31,500
FN 100-10-001 (General Revenues)	Revenues	100-10-001-15405	St: Dept of Fish & Game PILT	\$15,756	\$15,756	\$15,756	\$15,755
FN 100-10-001 (General Revenues)	Revenues	100-10-001-15443	St: 2011 Realignment	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-15446	St: Revenue Stabilization	\$42,000	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-15460	St: Sb-90 State-Mandated Cost	\$17,211	\$21,185	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-15630	Fed: Tobacco Settlement	\$157,668	\$141,884	\$140,000	\$140,000
FN 100-10-001 (General Revenues)	Revenues	100-10-001-15680	Fed: Forest Reserve	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-15690	Fed: In Lieu Taxes (Pilt)	\$1,329,250	\$1,341,915	\$1,448,966	\$1,448,966
FN 100-10-001 (General Revenues)	Revenues	100-10-001-15750	Fed: Geothermal Royalties	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-15900	Oth: Other Govt Agencies	\$57,306	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-16371	Professional Service Fees	\$2,169,412	\$2,375,928	\$2,175,745	\$2,743,913
FN 100-10-001 (General Revenues)	Revenues	100-10-001-16900	Misc Charges For Services	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-16940	Tax Roll Printouts	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-17010	Miscellaneous Revenue	\$1,208	\$81	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-17020	Prior Year Revenue	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-17050	Donations & Contributions	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-17250	Judgments, Damages & Settlemen	\$35	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-17255	Judgments, Damages & Settlemen	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-18000	Other Financing Sources	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-18010	Sale Of Surplus Assets	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-18020	Sale Of Surplus Supplies/Equip	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-18050	Sale Of Real Property	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-18060	Sale Of Easement	\$0	\$0	\$0	\$0
FN 100-10-001 (General Revenues)	Revenues	100-10-001-18100	Operating Transfers In	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$33,062,219	\$35,350,758	\$36,013,292	\$36,587,283
<b>Total Expenses</b>				\$0	\$0	\$0	\$0
<b>Net Cost</b>				\$33,062,219	\$35,350,758	\$36,013,292	\$36,587,283



Non-Departmental

Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
FN 100-10-330 (GF Contingency)	Expenses	100-10-330-70250	Prior Period Adjustments	\$0	\$0	\$0	\$0
FN 100-10-330 (GF Contingency)	Expenses	100-10-330-91010	Contingency	\$0	\$0	(\$463,660)	(\$463,600)
<b>Total Revenues</b>				\$0	\$0	\$0	\$0
<b>Total Expenses</b>				\$0	\$0	(\$463,660)	(\$463,600)
<b>Net Cost</b>				\$0	\$0	(\$463,660)	(\$463,600)

Non-Departmental

Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
FN 151-10-001 (Economic Stabilization)	Revenues	151-10-001-18100	Operating Transfers In	\$1,000,000	\$1,660,964	\$500,000	\$0
<b>Total Revenues</b>				\$1,000,000	\$1,660,964	\$500,000	\$0
<b>Total Expenses</b>							
<b>Net Cost</b>				\$1,000,000	\$1,660,964	\$500,000	\$0

Non-Departmental

Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
FN 198-10-001 (Debt Service)	Revenues	198-10-001-14010	Interest Income	\$0	\$0	\$50,000	\$0
FN 198-10-001 (Debt Service)	Revenues	198-10-001-15900	Oth: Other Govt Agencies	\$0	\$0	\$25,000	\$0
FN 198-10-001 (Debt Service)	Revenues	198-10-001-17500	Loan Repayments	\$0	\$0	\$0	\$0
FN 198-10-001 (Debt Service)	Revenues	198-10-001-18100	Operating Transfers In	\$1,919,571	\$1,747,899	\$2,064,748	\$2,009,992
FN 198-10-001 (Debt Service)	Revenues	198-10-001-18150	Long Term Debt Proceeds	\$0	\$0	\$0	\$0
FN 198-10-001 (Debt Service)	Expenses	198-10-001-35200	Bond Expenses	(\$795)	(\$6,450)	(\$6,450)	(\$7,300)
FN 198-10-001 (Debt Service)	Expenses	198-10-001-35210	Bond/Loan Interest	(\$956,059)	(\$949,229)	(\$1,082,994)	(\$1,108,063)
FN 198-10-001 (Debt Service)	Expenses	198-10-001-35215	Compensated Absences	\$0	\$0	\$0	\$0
FN 198-10-001 (Debt Service)	Expenses	198-10-001-60045	Bond/Loan Principle Repayment	(\$468,800)	(\$532,361)	(\$806,200)	(\$666,375)
FN 198-10-001 (Debt Service)	Expenses	198-10-001-60110	Civic Center Rent	\$0	\$0	\$0	\$0
FN 198-10-001 (Debt Service)	Expenses	198-10-001-70250	Prior Period Adjustments	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$1,919,571	\$1,747,899	\$2,139,748	\$2,009,992
<b>Total Expenses</b>				(\$1,425,654)	(\$1,488,040)	(\$1,895,644)	(\$1,781,738)
<b>Net Cost</b>				\$493,917	\$259,859	\$244,104	\$228,254

Non-Departmental

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
FN 101-10-001 (General Reserve)	Revenues	101-10-001-14010	Interest Income	\$30,564	\$26,844	\$0	\$0
FN 101-10-001 (General Reserve)	Revenues	101-10-001-18100	Operating Transfers In	\$0	\$500,000	\$0	\$0
<b>Total Revenues</b>				\$30,564	\$526,844	\$0	\$0
<b>Total Expenses</b>				\$0	\$0	\$0	\$0
<b>Net Cost</b>				\$30,564	\$526,844	\$0	\$0

Non-Departmental

Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
FN 179-10-001 (Disaster Assistance)	Revenues	179-10-001-15095	St: Disaster Relief	\$0	\$0	\$0	\$93,750
FN 179-10-001 (Disaster Assistance)	Revenues	179-10-001-15806	Fed: FEMA Disaster Assistance	\$0	\$0	\$81,000	\$375,000
FN 179-10-001 (Disaster Assistance)	Expenses	179-10-001-20010	Expenditures	\$0	\$0	\$0	(\$500,000)
FN 179-10-001 (Disaster Assistance)	Expenses	179-10-001-21100	Permanent	\$0	\$0	(\$84,500)	\$0
FN 179-10-001 (Disaster Assistance)	Expenses	179-10-001-22100	Other Employee Benefits	\$0	\$0	(\$5,500)	\$0
FN 179-10-001 (Disaster Assistance)	Expenses	179-10-001-32010	TECHNOLOGY EXPENSES	\$0	\$0	\$0	\$0
FN 179-10-001 (Disaster Assistance)	Expenses	179-10-002-32010	TECHNOLOGY EXPENSES	(\$1,638)	(\$4,325)	\$0	\$0
FN 179-10-001 (Disaster Assistance)	Expenses	179-10-860-32010	TECHNOLOGY EXPENSES	(\$204)	\$0	(\$3,702)	\$0
<b>Total Revenues</b>				\$0	\$0	\$81,000	\$468,750
<b>Total Expenses</b>				(\$1,842)	(\$4,325)	(\$93,702)	(\$500,000)
<b>Net Cost</b>				(\$1,842)	(\$4,325)	(\$12,702)	(\$31,250)

Governance and Administration

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
AS 100-12-100 (Assessor)	Revenues	100-12-100-16010	Prop Tax Admin & Collection Fe	\$398,067	\$347,767	\$427,350	\$347,767
AS 100-12-100 (Assessor)	Revenues	100-12-100-16450	Map Fees	\$0	\$0	\$0	\$0
AS 100-12-100 (Assessor)	Revenues	100-12-100-16451	Application Fees	\$0	\$0	\$0	\$0
AS 100-12-100 (Assessor)	Revenues	100-12-100-16900	Misc Charges For Services	\$0	\$0	\$0	\$0
AS 100-12-100 (Assessor)	Revenues	100-12-100-17010	Miscellaneous Revenue	\$3,743	\$3,881	\$3,000	\$3,000
AS 100-12-100 (Assessor)	Revenues	100-12-100-18100	Operating Transfers In	\$0	\$0	\$0	\$0
AS 100-12-100 (Assessor)	Expenses	100-12-100-21100	Permanent	(\$529,935)	(\$532,485)	(\$673,358)	(\$707,851)
AS 100-12-100 (Assessor)	Expenses	100-12-100-22100	Other Employee Benefits	(\$76,482)	(\$65,567)	(\$29,791)	\$0
AS 100-12-100 (Assessor)	Expenses	100-12-100-22101	Medicare	\$0	\$0	\$0	(\$10,264)
AS 100-12-100 (Assessor)	Expenses	100-12-100-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
AS 100-12-100 (Assessor)	Expenses	100-12-100-22103	401a Contributions	\$0	\$0	\$0	(\$11,004)
AS 100-12-100 (Assessor)	Expenses	100-12-100-22104	Life Insurance	\$0	\$0	\$0	(\$441)
AS 100-12-100 (Assessor)	Expenses	100-12-100-22105	State Disability	\$0	\$0	\$0	(\$8,319)
AS 100-12-100 (Assessor)	Expenses	100-12-100-22106	Unemployment	\$0	\$0	\$0	(\$1,516)
AS 100-12-100 (Assessor)	Expenses	100-12-100-22109	Cellphone Stipends	\$0	\$0	\$0	(\$270)
AS 100-12-100 (Assessor)	Expenses	100-12-100-22110	Health (Medical-Dental-Vision)	(\$92,295)	(\$88,154)	(\$127,514)	(\$181,038)
AS 100-12-100 (Assessor)	Expenses	100-12-100-22120	Pension	(\$173,169)	(\$187,012)	(\$199,905)	(\$209,170)
AS 100-12-100 (Assessor)	Expenses	100-12-100-22125	PRST Contribution	\$0	\$0	(\$50,680)	(\$48,943)
AS 100-12-100 (Assessor)	Expenses	100-12-100-30120	Uniform Allowance	\$0	\$0	\$0	\$0
AS 100-12-100 (Assessor)	Expenses	100-12-100-30280	Telephone/Communications	\$0	(\$636)	(\$270)	\$0
AS 100-12-100 (Assessor)	Expenses	100-12-100-30500	Workers' Comp Ins Expense	(\$11,231)	(\$12,314)	(\$11,778)	(\$9,703)
AS 100-12-100 (Assessor)	Expenses	100-12-100-30510	Liability Insurance Expense	(\$7,243)	(\$6,989)	(\$6,905)	(\$193,508)
AS 100-12-100 (Assessor)	Expenses	100-12-100-31700	Membership Fees	(\$1,969)	(\$3,110)	(\$2,500)	(\$2,500)
AS 100-12-100 (Assessor)	Expenses	100-12-100-32000	Office Expense	(\$14,937)	(\$14,460)	(\$15,000)	(\$15,000)
AS 100-12-100 (Assessor)	Expenses	100-12-100-32010	TECHNOLOGY EXPENSES	(\$12,616)	(\$15,166)	(\$17,427)	(\$18,495)
AS 100-12-100 (Assessor)	Expenses	100-12-100-32020	Technology Expense-Software Licenses	(\$49,170)	(\$49,564)	(\$52,000)	(\$52,000)
AS 100-12-100 (Assessor)	Expenses	100-12-100-32030	Copier Pool	\$0	\$0	(\$6,502)	(\$8,478)
AS 100-12-100 (Assessor)	Expenses	100-12-100-32390	Legal Services	(\$13,575)	\$0	(\$50,000)	(\$50,000)
AS 100-12-100 (Assessor)	Expenses	100-12-100-32450	Contract Services	\$0	(\$5,644)	(\$50,000)	(\$50,000)
AS 100-12-100 (Assessor)	Expenses	100-12-100-33120	Special Department Expense	(\$502)	\$0	(\$10,000)	(\$10,000)
AS 100-12-100 (Assessor)	Expenses	100-12-100-33350	Travel & Training Expense	(\$774)	(\$1,514)	(\$5,000)	(\$5,000)
AS 100-12-100 (Assessor)	Expenses	100-12-100-33351	Vehicle Fuel Costs	(\$632)	(\$1,206)	(\$5,000)	(\$5,000)
AS 100-12-100 (Assessor)	Expenses	100-12-100-33360	Motor Pool Expense	(\$1,477)	(\$2,939)	(\$4,266)	(\$8,712)
<b>Total Revenues</b>				\$401,810	\$351,648	\$430,350	\$350,767
<b>Total Expenses</b>				(\$986,007)	(\$986,758)	(\$1,317,896)	(\$1,607,212)
<b>Fund Contribution</b>				(\$584,197)	(\$635,111)	(\$887,546)	(\$1,256,445)

Governance and Administration

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CL 100-27-180 (Clerk Recorder)	Revenues	100-27-180-16010	Prop Tax Admin & Collection Fe	\$2,280	\$2,427	\$2,300	\$2,427
CL 100-27-180 (Clerk Recorder)	Revenues	100-27-180-16130	County Clerk Service Fees	\$7,538	\$11,866	\$7,500	\$7,000
CL 100-27-180 (Clerk Recorder)	Revenues	100-27-180-16131	Social Security Truncation Fee	\$0	\$0	\$0	\$0
CL 100-27-180 (Clerk Recorder)	Revenues	100-27-180-16161	Vital Stats - Child Welfare	\$0	\$0	\$0	\$0
CL 100-27-180 (Clerk Recorder)	Revenues	100-27-180-16163	SB 2 Reimbursement	\$62,654	\$77,064	\$40,000	\$40,000
CL 100-27-180 (Clerk Recorder)	Revenues	100-27-180-16200	Recording Fees	\$98,844	\$79,953	\$67,000	\$32,000
CL 100-27-180 (Clerk Recorder)	Revenues	100-27-180-16201	Index Fees	\$40,699	\$29,904	\$25,000	\$2,500
CL 100-27-180 (Clerk Recorder)	Revenues	100-27-180-16202	Electronic Recording Fee	\$9,666	\$7,084	\$6,000	\$5,000
CL 100-27-180 (Clerk Recorder)	Revenues	100-27-180-17010	Miscellaneous Revenue	\$141	\$254	\$205	\$200
CL 100-27-180 (Clerk Recorder)	Revenues	100-27-180-17020	Prior Year Revenue	\$0	\$0	\$0	\$0
CL 100-27-180 (Clerk Recorder)	Revenues	100-27-180-17150	Modernization/Micro-Graphic	\$0	\$0	\$0	\$0
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-21100	Permanent	(\$309,977)	(\$357,728)	(\$304,184)	(\$320,086)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-21103	Education Add-on Pay	\$0	\$0	\$0	(\$1,800)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$4,000)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-21120	Overtime	(\$1,149)	(\$133)	(\$133)	(\$133)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-22100	Other Employee Benefits	(\$43,505)	(\$41,048)	(\$19,999)	\$0
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-22101	Medicare	\$0	\$0	\$0	(\$4,641)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-22103	401a Contributions	\$0	\$0	\$0	(\$9,603)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-22105	State Disability	\$0	\$0	\$0	(\$3,841)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-22106	Unemployment	\$0	\$0	\$0	(\$711)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-22109	Cellphone Stipends	\$0	\$0	\$0	(\$2,055)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-22110	Health (Medical-Dental-Vision)	(\$61,837)	(\$47,112)	(\$39,431)	(\$45,518)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-22120	Pension	(\$87,938)	(\$87,418)	(\$88,072)	(\$94,585)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-22125	PRST Contribution	\$0	\$0	(\$22,101)	(\$21,817)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-30280	Telephone/Communications	(\$2,249)	(\$2,076)	(\$2,641)	\$0
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-30500	Workers' Comp Ins Expense	(\$6,240)	(\$6,157)	(\$7,197)	(\$5,930)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-30510	Liability Insurance Expense	(\$3,472)	(\$3,611)	(\$4,148)	(\$4,486)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-31200	Equip Maintenance & Repair	(\$680)	\$0	(\$2,000)	(\$2,000)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-31700	Membership Fees	(\$1,250)	(\$1,150)	(\$1,200)	(\$1,550)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-32000	Office Expense	(\$8,198)	(\$13,442)	(\$10,000)	(\$10,000)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-32010	TECHNOLOGY EXPENSES	(\$6,551)	(\$10,531)	(\$12,849)	(\$14,643)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-32020	Technology Expense-Software Licenses	(\$12,028)	(\$7,529)	(\$14,013)	(\$13,200)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-32030	Copier Pool	\$0	\$0	(\$3,546)	(\$4,696)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-32860	Rents & Leases - Other	(\$4,906)	(\$6,333)	(\$18,200)	(\$18,200)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-33120	Special Department Expense	(\$78)	(\$6,542)	(\$100)	(\$200)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-33350	Travel & Training Expense	(\$183)	(\$1,530)	(\$3,000)	(\$4,000)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-33351	Vehicle Fuel Costs	(\$9)	(\$481)	\$0	(\$200)
CL 100-27-180 (Clerk Recorder)	Expenses	100-27-180-33360	Motor Pool Expense	(\$188)	\$0	(\$100)	(\$100)
<b>Total Revenues</b>				\$221,822	\$208,553	\$148,005	\$89,127
<b>Total Expenses</b>				(\$550,439)	(\$592,820)	(\$552,914)	(\$587,995)
<b>Fund Contribution</b>				(\$328,617)	(\$384,267)	(\$404,909)	(\$498,868)

Governance and Administration

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CL 100-11-010 (Board of Supervisors)	Revenues	100-11-010-16010	Prop Tax Admin & Collection Fe	\$614	\$596	\$1,700	\$956
CL 100-11-010 (Board of Supervisors)	Revenues	100-11-010-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-21100	Permanent	(\$250,780)	(\$277,149)	(\$286,280)	(\$295,344)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-21104	Bilingual	\$0	\$0	\$0	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-21120	Overtime	\$0	\$0	\$0	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-21130	Auto Allowance	(\$32,030)	(\$28,351)	(\$29,000)	(\$38,000)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-21410	Holiday Pay	\$0	\$0	\$0	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-22100	Other Employee Benefits	(\$37,666)	(\$37,819)	(\$38,619)	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-22101	Medicare	\$0	\$0	\$0	(\$4,282)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-22102	Social Security (FICA)	\$0	\$0	\$0	(\$3,655)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-22103	401a Contributions	\$0	\$0	\$0	(\$3,641)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-22105	State Disability	\$0	\$0	\$0	(\$3,544)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-22106	Unemployment	\$0	\$0	\$0	(\$679)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-22109	Cellphone Stipends	\$0	\$0	\$0	(\$1,201)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-22110	Health (Medical-Dental-Vision)	(\$67,447)	(\$74,799)	(\$85,184)	(\$77,873)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-22120	Pension	(\$37,328)	(\$60,865)	(\$66,999)	(\$69,855)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-22125	PRST Contribution	\$0	\$0	(\$21,546)	(\$20,853)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-30120	Uniform Allowance	\$0	\$0	\$0	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-30280	Telephone/Communications	(\$1,337)	(\$1,724)	(\$1,800)	(\$500)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-30500	Workers' Comp Ins Expense	(\$6,240)	(\$6,841)	(\$6,543)	(\$9,036)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-30510	Liability Insurance Expense	(\$4,733)	(\$5,589)	(\$6,243)	(\$6,828)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-31200	Equip Maintenance & Repair	\$0	\$0	\$0	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-31700	Membership Fees	(\$13,199)	(\$14,462)	(\$15,000)	(\$15,000)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-32000	Office Expense	(\$4,041)	(\$2,147)	(\$5,000)	(\$2,500)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-32010	TECHNOLOGY EXPENSES	(\$4,286)	(\$7,083)	(\$9,390)	(\$10,500)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-32020	Technology Expense-Software Licenses	\$0	\$0	\$0	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-32030	Copier Pool	\$0	\$0	(\$2,000)	(\$2,200)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-32500	Professional & Specialized Ser	(\$3,011)	(\$6,599)	(\$8,000)	(\$5,000)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-32800	Publications & Legal Notices	(\$4,647)	(\$6,396)	(\$7,000)	(\$7,000)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-32860	Rents & Leases - Other	(\$177)	\$0	\$0	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-32950	Rents & Leases - Real Property	(\$94)	\$0	\$0	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-33120	Special Department Expense	(\$2,000)	(\$2,226)	(\$3,300)	(\$5,000)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-33350	Travel & Training Expense	(\$5,308)	(\$32,935)	(\$31,000)	(\$51,000)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-33351	Vehicle Fuel Costs	(\$192)	(\$1,610)	(\$1,600)	(\$2,500)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-33360	Motor Pool Expense	(\$1,190)	(\$5,597)	(\$4,700)	(\$12,186)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-33602	Civic Center Utilities	(\$3,134)	(\$3,637)	(\$4,595)	(\$5,600)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-47010	Contributions To Other Governm	\$0	\$0	\$0	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-47020	Contributions To Non-Profit Or	\$0	\$0	\$0	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-53030	Capital Equipment, \$5,000+	\$0	\$0	\$0	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-60110	Civic Center Rent	\$0	\$0	(\$58,656)	(\$58,700)
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-70500	Credit Card Clearing Account	\$0	\$0	\$0	\$0
CL 100-11-010 (Board of Supervisors)	Expenses	100-11-010-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$614	\$596	\$1,700	\$956
<b>Total Expenses</b>				(\$478,840)	(\$575,829)	(\$692,456)	(\$712,478)
<b>Fund Contribution</b>				(\$478,226)	(\$575,233)	(\$690,756)	(\$711,522)



Governance and Administration

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CL 100-15-181 (Elections)	Revenues	100-15-181-15820	Fed: Hava Reimbursements- Pass	\$3,500	\$0	\$0	\$0
CL 100-15-181 (Elections)	Revenues	100-15-181-15821	St: Election Reimbursement	\$19,096	\$0	\$0	\$0
CL 100-15-181 (Elections)	Revenues	100-15-181-15822	St: Sec of State Voting System Replac Reimb Grant	\$22,808	\$21,902	\$70,098	\$10,440
CL 100-15-181 (Elections)	Revenues	100-15-181-15850	St: Election Reimbursement Primary	\$0	\$0	\$0	\$0
CL 100-15-181 (Elections)	Revenues	100-15-181-15900	Oth: Other Govt Agencies	\$11,765	\$0	\$0	\$0
CL 100-15-181 (Elections)	Revenues	100-15-181-16410	Election Fees	\$21,668	\$200,723	\$0	\$6,000
CL 100-15-181 (Elections)	Revenues	100-15-181-18150	Long Term Debt Proceeds	\$0	\$0	\$0	\$0
CL 100-15-181 (Elections)	Expenses	100-15-181-21100	Permanent	(\$65,914)	(\$157,663)	(\$95,662)	(\$101,933)
CL 100-15-181 (Elections)	Expenses	100-15-181-21103	Education Add-on Pay	\$0	\$0	\$0	(\$1,000)
CL 100-15-181 (Elections)	Expenses	100-15-181-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$4,000)
CL 100-15-181 (Elections)	Expenses	100-15-181-21120	Overtime	(\$931)	(\$215)	(\$121)	(\$800)
CL 100-15-181 (Elections)	Expenses	100-15-181-22100	Other Employee Benefits	(\$8,454)	(\$15,941)	(\$5,635)	\$0
CL 100-15-181 (Elections)	Expenses	100-15-181-22101	Medicare	\$0	\$0	\$0	(\$1,478)
CL 100-15-181 (Elections)	Expenses	100-15-181-22103	401a Contributions	\$0	\$0	\$0	(\$2,122)
CL 100-15-181 (Elections)	Expenses	100-15-181-22104	Life Insurance	\$0	\$0	\$0	(\$135)
CL 100-15-181 (Elections)	Expenses	100-15-181-22105	State Disability	\$0	\$0	\$0	(\$1,223)
CL 100-15-181 (Elections)	Expenses	100-15-181-22106	Unemployment	\$0	\$0	\$0	(\$226)
CL 100-15-181 (Elections)	Expenses	100-15-181-22109	Cellphone Stipends	\$0	\$0	\$0	(\$586)
CL 100-15-181 (Elections)	Expenses	100-15-181-22110	Health (Medical-Dental-Vision)	(\$2,307)	(\$22,438)	(\$13,009)	(\$15,173)
CL 100-15-181 (Elections)	Expenses	100-15-181-22120	Pension	(\$14,644)	(\$21,077)	(\$19,351)	(\$24,743)
CL 100-15-181 (Elections)	Expenses	100-15-181-22125	PRST Contribution	\$0	\$0	(\$7,031)	(\$7,030)
CL 100-15-181 (Elections)	Expenses	100-15-181-30280	Telephone/Communications	(\$549)	(\$357)	(\$2,340)	\$0
CL 100-15-181 (Elections)	Expenses	100-15-181-30500	Workers' Comp Ins Expense	\$0	(\$1,573)	\$0	\$0
CL 100-15-181 (Elections)	Expenses	100-15-181-30510	Liability Insurance Expense	(\$623)	(\$701)	\$0	\$0
CL 100-15-181 (Elections)	Expenses	100-15-181-32000	Office Expense	(\$26,509)	(\$20,923)	(\$19,590)	(\$20,000)
CL 100-15-181 (Elections)	Expenses	100-15-181-32010	TECHNOLOGY EXPENSES	(\$229)	(\$850)	(\$6,594)	(\$7,794)
CL 100-15-181 (Elections)	Expenses	100-15-181-32020	Technology Expense-Software Licenses	(\$33,277)	(\$50,315)	(\$35,500)	(\$40,600)
CL 100-15-181 (Elections)	Expenses	100-15-181-32030	Copier Pool	\$0	\$0	(\$7,734)	(\$7,700)
CL 100-15-181 (Elections)	Expenses	100-15-181-32800	Publications & Legal Notices	(\$3,432)	(\$1,445)	(\$900)	(\$2,000)
CL 100-15-181 (Elections)	Expenses	100-15-181-33120	Special Department Expense	(\$33,460)	(\$9,367)	(\$108,098)	(\$14,738)
CL 100-15-181 (Elections)	Expenses	100-15-181-33122	Poll Worker Expenses	(\$9,582)	(\$19,264)	(\$11,000)	(\$11,000)
CL 100-15-181 (Elections)	Expenses	100-15-181-33124	Ballot Expenses	(\$29,383)	(\$51,118)	(\$25,000)	(\$26,000)
CL 100-15-181 (Elections)	Expenses	100-15-181-33350	Travel & Training Expense	(\$1,309)	(\$4,067)	(\$5,000)	(\$6,000)
CL 100-15-181 (Elections)	Expenses	100-15-181-33351	Vehicle Fuel Costs	\$0	\$0	\$0	(\$700)
CL 100-15-181 (Elections)	Expenses	100-15-181-33360	Motor Pool Expense	\$0	\$0	\$0	(\$1,600)
<b>Total Revenues</b>				\$78,836	\$222,625	\$70,098	\$16,440
<b>Total Expenses</b>				(\$230,602)	(\$377,315)	(\$362,564)	(\$298,580)
<b>Fund Contribution</b>				(\$151,766)	(\$154,691)	(\$292,466)	(\$282,140)

Governance and Administration

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CA 100-11-020 (County Administration)	Revenues	100-11-020-12060	Filming Permits	\$2,600	\$1,950	\$2,400	\$2,400
CA 100-11-020 (County Administration)	Revenues	100-11-020-14050	Rental Income	\$0	\$0	\$0	\$0
CA 100-11-020 (County Administration)	Revenues	100-11-020-16016	General Sale Of Goods	\$0	\$0	\$0	\$0
CA 100-11-020 (County Administration)	Revenues	100-11-020-16240	Labor Reimbursement	\$0	\$0	\$0	\$0
CA 100-11-020 (County Administration)	Revenues	100-11-020-16610	Insurance Loss Prevention Subs	\$0	\$0	\$0	\$0
CA 100-11-020 (County Administration)	Revenues	100-11-020-16611	Special Event Insurance	\$0	\$0	\$400	\$400
CA 100-11-020 (County Administration)	Revenues	100-11-020-17010	Miscellaneous Revenue	\$40	\$0	\$0	\$0
CA 100-11-020 (County Administration)	Revenues	100-11-020-17130	Electronic Key Fee	\$30	\$0	\$0	\$0
CA 100-11-020 (County Administration)	Revenues	100-11-020-18100	Operating Transfers In	\$0	\$0	\$0	\$0
CA 100-11-020 (County Administration)	Revenues	100-11-020-18960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
CA 100-11-020 (County Administration)	Expenses	100-11-020-21100	Permanent	(\$782,385)	(\$545,493)	(\$1,143,471)	(\$631,730)
CA 100-11-020 (County Administration)	Expenses	100-11-020-21120	Overtime	(\$5,891)	(\$10,660)	\$0	(\$10,000)
CA 100-11-020 (County Administration)	Expenses	100-11-020-22100	Other Employee Benefits	(\$88,694)	(\$65,226)	(\$37,434)	\$0
CA 100-11-020 (County Administration)	Expenses	100-11-020-22101	Medicare	\$0	\$0	\$0	(\$9,160)
CA 100-11-020 (County Administration)	Expenses	100-11-020-22102	Social Security (FICA)	\$0	\$0	\$0	(\$3,304)
CA 100-11-020 (County Administration)	Expenses	100-11-020-22103	401a Contributions	\$0	\$0	\$0	(\$5,487)
CA 100-11-020 (County Administration)	Expenses	100-11-020-22105	State Disability	\$0	\$0	\$0	(\$6,311)
CA 100-11-020 (County Administration)	Expenses	100-11-020-22106	Unemployment	\$0	\$0	\$0	(\$1,074)
CA 100-11-020 (County Administration)	Expenses	100-11-020-22109	Cellphone Stipends	\$0	\$0	\$0	(\$4,500)
CA 100-11-020 (County Administration)	Expenses	100-11-020-22110	Health (Medical-Dental-Vision)	(\$74,586)	(\$73,650)	(\$198,647)	(\$121,189)
CA 100-11-020 (County Administration)	Expenses	100-11-020-22120	Pension	(\$186,839)	(\$224,223)	(\$326,568)	(\$186,676)
CA 100-11-020 (County Administration)	Expenses	100-11-020-22125	PRST Contribution	\$0	\$0	(\$83,236)	(\$43,041)
CA 100-11-020 (County Administration)	Expenses	100-11-020-30120	Uniform Allowance	\$0	\$0	\$0	\$0
CA 100-11-020 (County Administration)	Expenses	100-11-020-30280	Telephone/Communications	(\$2,350)	(\$5,919)	(\$8,700)	(\$5,000)
CA 100-11-020 (County Administration)	Expenses	100-11-020-30500	Workers' Comp Ins Expense	(\$27,102)	(\$28,854)	(\$27,297)	(\$10,296)
CA 100-11-020 (County Administration)	Expenses	100-11-020-30510	Liability Insurance Expense	(\$6,616)	(\$8,195)	(\$7,123)	(\$3,640)
CA 100-11-020 (County Administration)	Expenses	100-11-020-31700	Membership Fees	(\$1,838)	(\$1,563)	(\$2,695)	(\$2,500)
CA 100-11-020 (County Administration)	Expenses	100-11-020-32000	Office Expense	(\$12,195)	(\$33,773)	(\$12,250)	(\$10,000)
CA 100-11-020 (County Administration)	Expenses	100-11-020-32010	TECHNOLOGY EXPENSES	(\$11,346)	(\$14,428)	(\$16,774)	(\$14,026)
CA 100-11-020 (County Administration)	Expenses	100-11-020-32020	Technology Expense-Software Licenses	(\$12,646)	(\$17,420)	(\$25,584)	\$0
CA 100-11-020 (County Administration)	Expenses	100-11-020-32030	Copier Pool	\$0	\$0	(\$4,240)	(\$4,605)
CA 100-11-020 (County Administration)	Expenses	100-11-020-32360	Consulting Services	(\$53,094)	(\$26,126)	(\$35,000)	(\$35,000)
CA 100-11-020 (County Administration)	Expenses	100-11-020-32450	Contract Services	(\$7,154)	(\$317,723)	(\$306,000)	(\$200,000)
CA 100-11-020 (County Administration)	Expenses	100-11-020-33140	Recruiting Expenses	(\$10,281)	(\$90,811)	(\$60,000)	(\$50,000)
CA 100-11-020 (County Administration)	Expenses	100-11-020-33350	Travel & Training Expense	(\$1,758)	(\$13,317)	(\$16,000)	(\$15,000)
CA 100-11-020 (County Administration)	Expenses	100-11-020-33351	Vehicle Fuel Costs	(\$697)	(\$2,640)	(\$6,000)	(\$5,000)
CA 100-11-020 (County Administration)	Expenses	100-11-020-33360	Motor Pool Expense	(\$2,298)	(\$9,273)	(\$13,882)	(\$8,000)
CA 100-11-020 (County Administration)	Expenses	100-11-020-33602	Civic Center Utilities	(\$4,708)	(\$9,371)	(\$10,160)	(\$5,500)
CA 100-11-020 (County Administration)	Expenses	100-11-020-60110	Civic Center Rent	\$0	\$0	(\$88,044)	(\$88,044)
<b>Total Revenues</b>				\$2,670	\$1,950	\$2,800	\$2,800
<b>Total Expenses</b>				(\$1,292,479)	(\$1,498,665)	(\$2,429,105)	(\$1,479,083)
<b>Fund Contribution</b>				(\$1,289,809)	(\$1,496,715)	(\$2,426,305)	(\$1,476,283)

Governance and Administration

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CA 100-14-030 (Human Resources)	Expenses	100-14-030-21100	Permanent	\$0	\$0	\$0	(\$341,197)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-22100	Other Employee Benefits	\$0	\$0	\$0	\$0
CA 100-14-030 (Human Resources)	Expenses	100-14-030-22101	Medicare	\$0	\$0	\$0	(\$4,947)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-22103	401a Contributions	\$0	\$0	\$0	(\$2,501)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-22105	State Disability	\$0	\$0	\$0	(\$3,919)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-22106	Unemployment	\$0	\$0	\$0	(\$706)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-22109	Cellphone Stipends	\$0	\$0	\$0	(\$660)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-22110	Health (Medical-Dental-Vision)	\$0	\$0	\$0	(\$60,691)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-22125	PRST Contribution	\$0	\$0	\$0	(\$23,921)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-30500	Workers' Comp Ins Expense	\$0	\$0	\$0	(\$1,250)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-30510	Liability Insurance Expense	\$0	\$0	\$0	(\$4,550)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-32000	Office Expense	\$0	\$0	\$0	(\$7,272)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-32010	TECHNOLOGY EXPENSES	\$0	\$0	\$0	(\$9,290)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-32020	Technology Expense-Software Licenses	\$0	\$0	\$0	(\$24,494)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-32030	Copier Pool	\$0	\$0	\$0	(\$200)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-32360	Consulting Services	\$0	\$0	\$0	(\$35,000)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-32450	Contract Services	\$0	\$0	\$0	\$0
CA 100-14-030 (Human Resources)	Expenses	100-14-030-33140	Recruiting Expenses	\$0	\$0	\$0	(\$42,250)
CA 100-14-030 (Human Resources)	Expenses	100-14-030-33360	Motor Pool Expense	\$0	\$0	\$0	(\$7,000)
<b>Total Revenues</b>				\$0	\$0	\$0	\$0
<b>Total Expenses</b>				\$0	\$0	\$0	(\$569,849)
<b>Fund Contribution</b>				\$0	\$0	\$0	(\$569,849)

Governance and Administration

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CC 100-13-120 (County Counsel)	Revenues	100-13-120-15900	Oth: Other Govt Agencies	\$300	\$0	\$0	\$0
CC 100-13-120 (County Counsel)	Revenues	100-13-120-16010	Prop Tax Admin & Collection Fe	\$1,957	\$1,285	\$3,000	\$1,285
CC 100-13-120 (County Counsel)	Revenues	100-13-120-16163	SB 2 Reimbursement	\$0	\$0	\$0	\$0
CC 100-13-120 (County Counsel)	Revenues	100-13-120-16371	Professional Service Fees	\$19,464	\$2,796	\$2,000	\$2,000
CC 100-13-120 (County Counsel)	Revenues	100-13-120-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
CC 100-13-120 (County Counsel)	Revenues	100-13-120-18960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
CC 100-13-120 (County Counsel)	Expenses	100-13-120-21100	Permanent	(\$616,902)	(\$653,101)	(\$686,856)	(\$724,614)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
CC 100-13-120 (County Counsel)	Expenses	100-13-120-21104	Bilingual	\$0	\$0	\$0	\$0
CC 100-13-120 (County Counsel)	Expenses	100-13-120-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$5,878)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-21130	Auto Allowance	\$0	\$0	\$0	\$0
CC 100-13-120 (County Counsel)	Expenses	100-13-120-21410	Holiday Pay	\$0	\$0	\$0	\$0
CC 100-13-120 (County Counsel)	Expenses	100-13-120-22100	Other Employee Benefits	(\$86,120)	(\$74,705)	(\$31,424)	\$0
CC 100-13-120 (County Counsel)	Expenses	100-13-120-22101	Medicare	\$0	\$0	\$0	(\$10,592)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-22102	Social Security (FICA)	\$0	\$0	\$0	(\$440)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-22103	401a Contributions	\$0	\$0	\$0	(\$13,316)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-22104	Life Insurance	\$0	\$0	\$0	(\$815)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-22105	State Disability	\$0	\$0	\$0	(\$7,146)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-22106	Unemployment	\$0	\$0	\$0	(\$1,189)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-22109	Cellphone Stipends	\$0	\$0	\$0	(\$6,300)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-22110	Health (Medical-Dental-Vision)	(\$48,216)	(\$55,392)	(\$105,430)	(\$123,049)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-22120	Pension	(\$171,540)	(\$178,999)	(\$196,815)	(\$212,027)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-22125	PRST Contribution	\$0	\$0	(\$50,419)	(\$49,582)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-30280	Telephone/Communications	(\$3,162)	(\$2,262)	(\$1,800)	\$0
CC 100-13-120 (County Counsel)	Expenses	100-13-120-30500	Workers' Comp Ins Expense	(\$6,240)	(\$6,841)	(\$6,543)	(\$5,391)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-30510	Liability Insurance Expense	(\$3,738)	(\$4,778)	(\$5,073)	(\$5,499)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-31200	Equip Maintenance & Repair	\$0	\$0	\$0	\$0
CC 100-13-120 (County Counsel)	Expenses	100-13-120-31400	Building/Land Maint & Repair	\$0	\$0	\$0	\$0
CC 100-13-120 (County Counsel)	Expenses	100-13-120-31700	Membership Fees	(\$4,661)	(\$4,501)	(\$6,500)	(\$6,500)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-32000	Office Expense	(\$5,974)	(\$6,674)	(\$7,000)	(\$8,000)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-32010	TECHNOLOGY EXPENSES	(\$5,765)	(\$9,487)	(\$10,378)	(\$11,257)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-32020	Technology Expense-Software Licenses	\$0	\$0	\$0	\$0
CC 100-13-120 (County Counsel)	Expenses	100-13-120-32030	Copier Pool	\$0	\$0	(\$2,680)	(\$2,640)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-32360	Consulting Services	\$0	\$0	\$0	\$0
CC 100-13-120 (County Counsel)	Expenses	100-13-120-32390	Legal Services	(\$65,106)	(\$81,612)	(\$50,000)	(\$50,000)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-32450	Contract Services	(\$726)	\$0	(\$2,000)	(\$2,000)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
CC 100-13-120 (County Counsel)	Expenses	100-13-120-32950	Rents & Leases - Real Property	\$0	\$0	\$0	\$0
CC 100-13-120 (County Counsel)	Expenses	100-13-120-33120	Special Department Expense	(\$15,239)	(\$15,024)	(\$13,750)	(\$13,000)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-33350	Travel & Training Expense	(\$4,313)	(\$10,318)	(\$15,000)	(\$15,000)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-33351	Vehicle Fuel Costs	(\$401)	(\$48)	(\$2,000)	\$0
CC 100-13-120 (County Counsel)	Expenses	100-13-120-33360	Motor Pool Expense	(\$1,716)	(\$453)	(\$3,460)	(\$1,466)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-33602	Civic Center Utilities	(\$4,385)	(\$4,943)	(\$6,223)	(\$6,000)
CC 100-13-120 (County Counsel)	Expenses	100-13-120-53030	Capital Equipment, \$5,000+	\$0	\$0	\$0	\$0
CC 100-13-120 (County Counsel)	Expenses	100-13-120-60110	Civic Center Rent	\$0	\$0	(\$78,316)	(\$79,680)
<b>Total Revenues</b>				\$21,721	\$4,081	\$5,000	\$3,285
<b>Total Expenses</b>				(\$1,044,205)	(\$1,109,139)	(\$1,281,667)	(\$1,361,382)
<b>Fund Contribution</b>				(\$1,022,484)	(\$1,105,058)	(\$1,276,667)	(\$1,358,097)

Governance and Administration

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
FN 100-12-070 (Finance)	Revenues	100-12-070-12020	Business License Fees	\$20,531	\$19,462	\$20,300	\$19,500
FN 100-12-070 (Finance)	Revenues	100-12-070-14030	CalPERS Discount	\$149,631	\$171,830	\$193,302	\$193,000
FN 100-12-070 (Finance)	Revenues	100-12-070-15900	Oth: Other Govt Agencies	\$0	\$0	\$0	\$0
FN 100-12-070 (Finance)	Revenues	100-12-070-16010	Prop Tax Admin & Collection Fe	\$122,643	\$123,796	\$130,000	\$123,796
FN 100-12-070 (Finance)	Revenues	100-12-070-16040	Research & Cost Recovery Fees	\$12,740	\$11,280	\$12,740	\$12,000
FN 100-12-070 (Finance)	Revenues	100-12-070-16180	Tax Bill Changes/Spec Assessme	\$0	\$728	\$0	\$0
FN 100-12-070 (Finance)	Revenues	100-12-070-16381	Sale-Excess Proceeds	\$0	\$0	\$0	\$0
FN 100-12-070 (Finance)	Revenues	100-12-070-16460	Finance Administration Fees	\$0	\$37	\$0	\$0
FN 100-12-070 (Finance)	Revenues	100-12-070-16470	Accounting Service Fees	\$33,023	\$26,535	\$36,400	\$29,800
FN 100-12-070 (Finance)	Revenues	100-12-070-16503	Collection Revenue	\$9,422	\$11,656	\$10,000	\$10,540
FN 100-12-070 (Finance)	Revenues	100-12-070-16550	Parcel Split/Chg Of Ownership&	\$239,924	\$581	\$0	\$500
FN 100-12-070 (Finance)	Revenues	100-12-070-16560	Redemption Fees	\$1,950	\$1,540	\$1,800	\$1,750
FN 100-12-070 (Finance)	Revenues	100-12-070-16570	5% Supplemental Collection Fee	\$77,908	\$155,212	\$75,000	\$116,600
FN 100-12-070 (Finance)	Revenues	100-12-070-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
FN 100-12-070 (Finance)	Revenues	100-12-070-17030	Cal-Card Rebate	\$13,595	\$20,528	\$19,000	\$20,528
FN 100-12-070 (Finance)	Revenues	100-12-070-17500	Loan Repayments	\$0	\$0	\$0	\$0
FN 100-12-070 (Finance)	Revenues	100-12-070-18000	Other Financing Sources	\$0	\$0	\$0	\$0
FN 100-12-070 (Finance)	Revenues	100-12-070-18100	Operating Transfers In	\$0	\$0	\$0	\$0
FN 100-12-070 (Finance)	Revenues	100-12-070-18960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
FN 100-12-070 (Finance)	Expenses	100-12-070-21100	Permanent	(\$958,223)	(\$1,006,033)	(\$1,021,366)	(\$1,079,858)
FN 100-12-070 (Finance)	Expenses	100-12-070-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
FN 100-12-070 (Finance)	Expenses	100-12-070-21104	Bilingual	\$0	\$0	\$0	\$0
FN 100-12-070 (Finance)	Expenses	100-12-070-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$6,121)
FN 100-12-070 (Finance)	Expenses	100-12-070-21120	Overtime	(\$7,987)	(\$2,852)	(\$5,000)	(\$1,500)
FN 100-12-070 (Finance)	Expenses	100-12-070-21130	Auto Allowance	\$0	\$0	\$0	\$0
FN 100-12-070 (Finance)	Expenses	100-12-070-21410	Holiday Pay	\$0	\$0	\$0	\$0
FN 100-12-070 (Finance)	Expenses	100-12-070-22100	Other Employee Benefits	(\$134,792)	(\$131,569)	(\$59,111)	\$0
FN 100-12-070 (Finance)	Expenses	100-12-070-22101	Medicare	\$0	\$0	\$0	(\$15,658)
FN 100-12-070 (Finance)	Expenses	100-12-070-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
FN 100-12-070 (Finance)	Expenses	100-12-070-22103	401a Contributions	\$0	\$0	\$0	(\$32,396)
FN 100-12-070 (Finance)	Expenses	100-12-070-22105	State Disability	\$0	\$0	\$0	(\$12,383)
FN 100-12-070 (Finance)	Expenses	100-12-070-22106	Unemployment	\$0	\$0	\$0	(\$2,238)
FN 100-12-070 (Finance)	Expenses	100-12-070-22109	Cellphone Stipends	\$0	\$0	\$0	(\$11,340)
FN 100-12-070 (Finance)	Expenses	100-12-070-22110	Health (Medical-Dental-Vision)	(\$209,495)	(\$217,345)	(\$237,030)	(\$248,918)
FN 100-12-070 (Finance)	Expenses	100-12-070-22120	Pension	(\$273,246)	(\$300,914)	(\$295,721)	(\$319,098)
FN 100-12-070 (Finance)	Expenses	100-12-070-22125	PRST Contribution	\$0	\$0	(\$75,603)	(\$73,814)
FN 100-12-070 (Finance)	Expenses	100-12-070-30000	Investment Expense	\$0	\$0	\$0	\$0
FN 100-12-070 (Finance)	Expenses	100-12-070-30120	Uniform Allowance	\$0	\$0	\$0	\$0
FN 100-12-070 (Finance)	Expenses	100-12-070-30280	Telephone/Communications	(\$11,964)	(\$12,178)	(\$11,340)	\$0
FN 100-12-070 (Finance)	Expenses	100-12-070-30500	Workers' Comp Ins Expense	(\$16,223)	(\$17,786)	(\$17,012)	(\$12,937)
FN 100-12-070 (Finance)	Expenses	100-12-070-30510	Liability Insurance Expense	(\$10,100)	(\$9,764)	(\$9,503)	(\$9,704)
FN 100-12-070 (Finance)	Expenses	100-12-070-31200	Equip Maintenance & Repair	(\$395)	(\$395)	(\$600)	(\$395)
FN 100-12-070 (Finance)	Expenses	100-12-070-31700	Membership Fees	(\$2,556)	(\$2,076)	(\$3,615)	(\$3,615)
FN 100-12-070 (Finance)	Expenses	100-12-070-32000	Office Expense	(\$31,783)	(\$34,721)	(\$13,940)	(\$39,600)
FN 100-12-070 (Finance)	Expenses	100-12-070-32010	TECHNOLOGY EXPENSES	(\$14,738)	(\$21,056)	(\$28,131)	(\$27,441)
FN 100-12-070 (Finance)	Expenses	100-12-070-32020	Technology Expense-Software Licenses	(\$204,776)	(\$209,249)	(\$225,942)	(\$211,317)
FN 100-12-070 (Finance)	Expenses	100-12-070-32030	Copier Pool	\$0	\$0	(\$22,923)	(\$22,988)
FN 100-12-070 (Finance)	Expenses	100-12-070-32350	Annual Audit	(\$127,177)	(\$103,216)	(\$117,161)	(\$144,503)
FN 100-12-070 (Finance)	Expenses	100-12-070-32360	Consulting Services	(\$23,580)	(\$22,070)	(\$21,000)	(\$20,730)
FN 100-12-070 (Finance)	Expenses	100-12-070-32500	Professional & Specialized Ser	(\$75,329)	(\$83,296)	(\$42,500)	(\$54,930)
FN 100-12-070 (Finance)	Expenses	100-12-070-32800	Publications & Legal Notices	(\$2,237)	(\$2,381)	(\$3,400)	(\$2,350)
FN 100-12-070 (Finance)	Expenses	100-12-070-33120	Special Department Expense	(\$10,459)	(\$9,218)	(\$9,550)	(\$10,016)
FN 100-12-070 (Finance)	Expenses	100-12-070-33199	Special Dept Expense - Interfund Transfers	\$0	\$0	\$0	\$0
FN 100-12-070 (Finance)	Expenses	100-12-070-33350	Travel & Training Expense	(\$6,412)	(\$17,600)	(\$34,050)	(\$34,000)
FN 100-12-070 (Finance)	Expenses	100-12-070-33351	Vehicle Fuel Costs	\$0	(\$103)	(\$500)	(\$1,000)
FN 100-12-070 (Finance)	Expenses	100-12-070-33360	Motor Pool Expense	\$0	(\$210)	(\$1,000)	(\$728)
<b>Total Revenues</b>				\$681,367	\$543,185	\$498,542	\$528,014
<b>Total Expenses</b>				(\$2,121,472)	(\$2,204,031)	(\$2,255,999)	(\$2,399,576)
<b>Fund Contribution</b>				(\$1,440,106)	(\$1,660,846)	(\$1,757,457)	(\$1,871,562)

Governance and Administration

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
IT 100-17-150 (Information Technology)	Revenues	100-17-150-14080	Repeater Tower Rent	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Revenues	100-17-150-15819	Fed: Misc Fed Grants	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Revenues	100-17-150-15901	Oth: Info Tech Misc Grants	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Revenues	100-17-150-16199	Charges for Services - Interfund Transfers	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Revenues	100-17-150-16900	Misc Charges For Services	\$12,952	(\$14,071)	\$0	\$0
IT 100-17-150 (Information Technology)	Revenues	100-17-150-16951	It Service Contracts	\$303,800	\$315,438	\$297,000	\$281,500
IT 100-17-150 (Information Technology)	Revenues	100-17-150-16960	Gis Fees	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Revenues	100-17-150-18100	Operating Transfers In	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Revenues	100-17-150-18960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-21100	Permanent	(\$1,019,313)	(\$1,056,765)	(\$1,099,159)	(\$1,122,864)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-21104	Bilingual	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-21120	Overtime	(\$5,993)	(\$9,380)	(\$5,000)	(\$10,000)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-21130	Auto Allowance	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-21410	Holiday Pay	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-22100	Other Employee Benefits	(\$133,481)	(\$118,174)	(\$51,576)	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-22101	Medicare	\$0	\$0	\$0	(\$15,919)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-22103	401a Contributions	\$0	\$0	\$0	(\$18,820)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-22105	State Disability	\$0	\$0	\$0	(\$12,914)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-22106	Unemployment	\$0	\$0	\$0	(\$2,384)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-22109	Cellphone Stipends	\$0	\$0	\$0	(\$6,301)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-22110	Health (Medical-Dental-Vision)	(\$185,524)	(\$155,350)	(\$210,453)	(\$238,599)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-22120	Pension	(\$284,473)	(\$290,828)	(\$312,938)	(\$324,419)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-22125	PRST Contribution	\$0	\$0	(\$78,799)	(\$75,224)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-30120	Uniform Allowance	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-30280	Telephone/Communications	(\$77,816)	(\$10,566)	(\$10,301)	(\$10,301)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-30500	Workers' Comp Ins Expense	(\$25,307)	(\$23,114)	(\$45,642)	(\$47,627)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-30510	Liability Insurance Expense	(\$12,322)	(\$12,563)	(\$9,719)	(\$10,611)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-31200	Equip Maintenance & Repair	(\$2,795)	(\$1,528)	(\$2,500)	(\$2,500)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-31400	Building/Land Maint & Repair	\$0	\$0	(\$6,000)	(\$6,000)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-32000	Office Expense	(\$1,716)	(\$3,458)	(\$2,500)	(\$2,400)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-32001	Info Tech Basic Stock Supplies	\$0	(\$9)	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-32010	TECHNOLOGY EXPENSES	(\$18,625)	(\$23,365)	(\$26,082)	(\$27,072)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-32020	Technology Expense-Software Licenses	(\$2,534)	(\$1,066)	(\$1,950)	(\$2,270)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-32030	Copier Pool	\$0	\$0	\$0	(\$106)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-32360	Consulting Services	(\$22,577)	(\$1,800)	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-32860	Rents & Leases - Other	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-32950	Rents & Leases - Real Property	(\$357)	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-33010	Small Tools & Instruments	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-33120	Special Department Expense	\$0	\$0	\$0	(\$3,500)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-33199	Special Dept Expense - Interfund Transfers	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-33350	Travel & Training Expense	(\$6,087)	(\$12,031)	(\$15,000)	(\$15,000)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-33351	Vehicle Fuel Costs	(\$2,400)	(\$6,747)	(\$3,500)	(\$5,000)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-33360	Motor Pool Expense	(\$2,418)	(\$12,881)	(\$8,162)	(\$16,700)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-33602	Civic Center Utilities	(\$4,751)	(\$5,355)	(\$6,034)	(\$6,000)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-53030	Capital Equipment, \$5,000+	\$0	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-60110	Civic Center Rent	\$0	\$0	(\$84,904)	(\$86,340)
IT 100-17-150 (Information Technology)	Expenses	100-17-150-70500	Credit Card Clearing Account	(\$420)	\$0	\$0	\$0
IT 100-17-150 (Information Technology)	Expenses	100-17-150-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$316,752	\$301,367	\$297,000	\$281,500
<b>Total Expenses</b>				(\$1,808,909)	(\$1,744,980)	(\$1,980,220)	(\$2,068,870)
<b>Fund Contribution</b>				(\$1,492,157)	(\$1,443,613)	(\$1,683,220)	(\$1,787,370)

Governance and Administration

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CL 173-27-180 (Clerk Micrographics-Social Sec Revenues		173-27-180-14010	Interest Income	\$1,268	\$1,418	\$0	\$1,000
CL 173-27-180 (Clerk Micrographics-Social Sec Revenues		173-27-180-16131	Social Security Truncation Fee	\$9,717	\$7,228	\$6,000	\$3,000
CL 173-27-180 (Clerk Micrographics-Social Sec Revenues		173-27-180-17010	Miscellaneous Revenue	\$9,776	\$7,352	\$6,000	\$3,000
CL 173-27-180 (Clerk Micrographics-Social Sec Expenses		173-27-180-20010	Expenditures	\$0	\$0	(\$17,250)	(\$8,000)
CL 173-27-180 (Clerk Micrographics-Social Sec Expenses		173-27-180-21100	Permanent	\$0	\$0	\$0	(\$13,500)
CL 173-27-180 (Clerk Micrographics-Social Sec Expenses		173-27-180-22100	Other Employee Benefits	\$0	\$0	\$0	(\$1,700)
CL 173-27-180 (Clerk Micrographics-Social Sec Expenses		173-27-180-30120	Uniform Allowance	\$0	\$0	\$0	\$0
CL 173-27-180 (Clerk Micrographics-Social Sec Expenses		173-27-180-33120	Special Department Expense	\$0	\$0	\$0	(\$1,700)
<b>Total Revenues</b>				\$20,761	\$15,998	\$12,000	\$7,000
<b>Total Expenses</b>				\$0	\$0	(\$17,250)	(\$24,900)
<b>Fund Contribution</b>				\$20,761	\$15,998	(\$5,250)	(\$17,900)

Governance and Administration

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CL 174-27-180 (Clerk Modernization)	Revenues	174-27-180-14010	Interest Income	\$2,399	\$2,802	\$1,000	\$1,000
CL 174-27-180 (Clerk Modernization)	Revenues	174-27-180-17010	Miscellaneous Revenue	\$49,664	\$35,678	\$31,000	\$31,000
CL 174-27-180 (Clerk Modernization)	Expenses	174-27-180-20010	Expenditures	\$0	\$0	(\$182,760)	(\$71,200)
CL 174-27-180 (Clerk Modernization)	Expenses	174-27-180-21100	Permanent	\$0	\$0	\$0	(\$13,500)
CL 174-27-180 (Clerk Modernization)	Expenses	174-27-180-22100	Other Employee Benefits	\$0	\$0	\$0	(\$1,700)
<b>Total Revenues</b>				\$52,063	\$38,480	\$32,000	\$32,000
<b>Total Expenses</b>				\$0	\$0	(\$182,760)	(\$86,400)
<b>Fund Contribution</b>				\$52,063	\$38,480	(\$150,760)	(\$54,400)



Governance and Administration

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CA 659-10-300 (Workforce Development)	Revenues	659-10-300-14010	Interest Income	\$2,408	\$3,350	\$0	\$0
CA 659-10-300 (Workforce Development)	Revenues	659-10-300-16610	Insurance Loss Prevention Subs	\$0	\$0	\$0	\$0
CA 659-10-300 (Workforce Development)	Revenues	659-10-300-17010	Miscellaneous Revenue	\$60,000	\$60,000	\$60,000	\$60,000
CA 659-10-300 (Workforce Development)	Revenues	659-10-300-17011	Forfeiture Revenue	\$48,518	\$8,001	\$5,000	\$0
CA 659-10-300 (Workforce Development)	Expenses	659-10-300-32360	Consulting Services	\$0	\$0	\$0	\$0
CA 659-10-300 (Workforce Development)	Expenses	659-10-300-32450	Contract Services	(\$17,769)	(\$76,868)	(\$147,500)	(\$117,500)
CA 659-10-300 (Workforce Development)	Expenses	659-10-300-33120	Special Department Expense	\$0	\$0	(\$15,000)	(\$15,000)
CA 659-10-300 (Workforce Development)	Expenses	659-10-300-60110	Civic Center Rent	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$110,926	\$71,351	\$65,000	\$60,000
<b>Total Expenses</b>				(\$17,769)	(\$76,868)	(\$162,500)	(\$132,500)
<b>Fund Contribution</b>				\$93,157	(\$5,516)	(\$97,500)	(\$72,500)

Governance and Administration

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CC 156-21-078 (Law Library)	Revenues	156-21-078-14010	Interest Income	\$460	\$494	\$0	\$0
CC 156-21-078 (Law Library)	Revenues	156-21-078-17010	Miscellaneous Revenue	\$4,793	\$5,344	\$3,000	\$3,000
CC 156-21-078 (Law Library)	Revenues	156-21-078-18100	Operating Transfers In	\$0	\$0	\$0	\$0
CC 156-21-078 (Law Library)	Expenses	156-21-078-20010	Expenditures	\$0	(\$6,310)	(\$13,150)	(\$13,150)
<b>Total Revenues</b>				\$5,253	\$5,838	\$3,000	\$3,000
<b>Total Expenses</b>				\$0	(\$6,310)	(\$13,150)	(\$13,150)
<b>Fund Contribution</b>				\$5,253	(\$472)	(\$10,150)	(\$10,150)

Housing and Community Development

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CD 100-27-250 (Planning)	Revenues	100-12-250-15819	Fed: Misc Fed Grants	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Revenues	100-27-250-15050	St: Gb Air Pollution Cntl Dist	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Revenues	100-27-250-15477	St: Dept Of Conservation	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Revenues	100-27-250-15819	Fed: Misc Fed Grants	\$0	\$0	\$0	\$1,000
CD 100-27-250 (Planning)	Revenues	100-27-250-15900	Oth: Other Govt Agencies	\$11,573	\$14,020	\$0	\$10,000
CD 100-27-250 (Planning)	Revenues	100-27-250-16060	Planning Permits	\$63,016	\$68,340	\$125,000	\$200,000
CD 100-27-250 (Planning)	Revenues	100-27-250-16220	Transportation Planning Servic	\$48,466	\$72,754	\$60,000	\$60,000
CD 100-27-250 (Planning)	Revenues	100-27-250-16240	Labor Reimbursement	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Revenues	100-27-250-17010	Miscellaneous Revenue	\$40	\$0	\$0	\$0
CD 100-27-250 (Planning)	Revenues	100-27-250-17020	Prior Year Revenue	\$33,264	\$0	\$0	\$0
CD 100-27-250 (Planning)	Revenues	100-27-250-18100	Operating Transfers In	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Expenses	100-27-250-21100	Permanent	(\$556,257)	(\$648,666)	(\$537,150)	(\$714,669)
CD 100-27-250 (Planning)	Expenses	100-27-250-21101	Temporary	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Expenses	100-27-250-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Expenses	100-27-250-21104	Bilingual	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Expenses	100-27-250-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$2,750)
CD 100-27-250 (Planning)	Expenses	100-27-250-21120	Overtime	(\$74)	(\$79)	(\$79)	(\$79)
CD 100-27-250 (Planning)	Expenses	100-27-250-21130	Auto Allowance	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Expenses	100-27-250-21410	Holiday Pay	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Expenses	100-27-250-22100	Other Employee Benefits	(\$82,588)	(\$77,708)	(\$31,101)	\$0
CD 100-27-250 (Planning)	Expenses	100-27-250-22101	Medicare	\$0	\$0	\$0	(\$10,403)
CD 100-27-250 (Planning)	Expenses	100-27-250-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Expenses	100-27-250-22103	401a Contributions	\$0	\$0	\$0	(\$10,415)
CD 100-27-250 (Planning)	Expenses	100-27-250-22105	State Disability	\$0	\$0	\$0	(\$8,315)
CD 100-27-250 (Planning)	Expenses	100-27-250-22106	Unemployment	\$0	\$0	\$0	(\$1,549)
CD 100-27-250 (Planning)	Expenses	100-27-250-22109	Cellphone Stipends	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Expenses	100-27-250-22110	Health (Medical-Dental-Vision)	(\$59,081)	(\$79,492)	(\$97,179)	(\$138,464)
CD 100-27-250 (Planning)	Expenses	100-27-250-22120	Pension	(\$158,660)	(\$177,220)	(\$160,574)	(\$192,228)
CD 100-27-250 (Planning)	Expenses	100-27-250-22125	PRST Contribution	\$0	\$0	(\$43,719)	(\$49,121)
CD 100-27-250 (Planning)	Expenses	100-27-250-30120	Uniform Allowance	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Expenses	100-27-250-30280	Telephone/Communications	(\$49)	(\$396)	(\$320)	(\$420)
CD 100-27-250 (Planning)	Expenses	100-27-250-30500	Workers' Comp Ins Expense	(\$9,984)	(\$9,577)	(\$6,543)	(\$10,781)
CD 100-27-250 (Planning)	Expenses	100-27-250-30510	Liability Insurance Expense	(\$4,980)	(\$6,642)	(\$5,966)	(\$9,465)
CD 100-27-250 (Planning)	Expenses	100-27-250-31200	Equip Maintenance & Repair	(\$619)	\$0	\$0	\$0
CD 100-27-250 (Planning)	Expenses	100-27-250-31400	Building/Land Maint & Repair	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Expenses	100-27-250-31700	Membership Fees	(\$350)	(\$450)	(\$500)	(\$500)
CD 100-27-250 (Planning)	Expenses	100-27-250-32000	Office Expense	(\$7,875)	(\$9,301)	(\$9,000)	(\$5,000)
CD 100-27-250 (Planning)	Expenses	100-27-250-32010	TECHNOLOGY EXPENSES	(\$11,400)	(\$14,996)	(\$16,135)	(\$19,414)
CD 100-27-250 (Planning)	Expenses	100-27-250-32020	Technology Expense-Software Licenses	(\$8,185)	(\$8,770)	(\$9,151)	(\$10,370)
CD 100-27-250 (Planning)	Expenses	100-27-250-32030	Copier Pool	\$0	\$0	(\$4,000)	(\$5,540)
CD 100-27-250 (Planning)	Expenses	100-27-250-32360	Consulting Services	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Expenses	100-27-250-32450	Contract Services	(\$70,962)	(\$81,400)	(\$100,000)	(\$175,000)
CD 100-27-250 (Planning)	Expenses	100-27-250-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
CD 100-27-250 (Planning)	Expenses	100-27-250-32800	Publications & Legal Notices	(\$1,295)	(\$376)	(\$500)	(\$700)
CD 100-27-250 (Planning)	Expenses	100-27-250-32950	Rents & Leases - Real Property	(\$1,712)	\$0	\$0	\$0
CD 100-27-250 (Planning)	Expenses	100-27-250-33140	Recruiting Expenses	(\$325)	(\$90)	(\$500)	(\$1,500)
CD 100-27-250 (Planning)	Expenses	100-27-250-33350	Travel & Training Expense	(\$4,074)	(\$8,107)	(\$8,000)	(\$8,000)
CD 100-27-250 (Planning)	Expenses	100-27-250-33351	Vehicle Fuel Costs	(\$367)	(\$2,605)	(\$3,000)	(\$4,620)
CD 100-27-250 (Planning)	Expenses	100-27-250-33360	Motor Pool Expense	(\$1,718)	(\$8,235)	(\$7,256)	(\$11,180)
CD 100-27-250 (Planning)	Expenses	100-27-250-33602	Civic Center Utilities	(\$7,186)	(\$8,100)	(\$7,679)	(\$7,600)
CD 100-27-250 (Planning)	Expenses	100-27-250-60110	Civic Center Rent	\$0	\$0	(\$130,596)	(\$130,596)
<b>Total Revenues</b>				\$156,359	\$155,113	\$185,000	\$271,000
<b>Total Expenses</b>				(\$987,741)	(\$1,142,210)	(\$1,178,949)	(\$1,528,679)
<b>Net Cost</b>				(\$831,382)	(\$987,097)	(\$993,949)	(\$1,257,679)

Housing and Community Development

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CD 100-27-253 (Planning Commission)	Expenses	100-27-253-21100	Permanent	(\$4,175)	(\$3,825)	(\$8,325)	(\$6,300)
CD 100-27-253 (Planning Commission)	Expenses	100-27-253-21101	Temporary	\$0	\$0	\$0	\$0
CD 100-27-253 (Planning Commission)	Expenses	100-27-253-22100	Other Employee Benefits	(\$354)	(\$324)	(\$572)	(\$325)
CD 100-27-253 (Planning Commission)	Expenses	100-27-253-30500	Workers' Comp Ins Expense	(\$6,240)	(\$41)	(\$3,926)	(\$3,234)
CD 100-27-253 (Planning Commission)	Expenses	100-27-253-30510	Liability Insurance Expense	(\$3,113)	(\$18)	(\$1,590)	(\$1,920)
CD 100-27-253 (Planning Commission)	Expenses	100-27-253-32010	TECHNOLOGY EXPENSES	(\$420)	(\$446)	(\$1,385)	(\$732)
CD 100-27-253 (Planning Commission)	Expenses	100-27-253-32800	Publications & Legal Notices	(\$824)	(\$390)	(\$1,000)	(\$1,500)
CD 100-27-253 (Planning Commission)	Expenses	100-27-253-33350	Travel & Training Expense	(\$533)	(\$1,230)	(\$1,000)	(\$1,000)
<b>Total Revenues</b>				\$0	\$0	\$0	\$0
<b>Total Expenses</b>				(\$15,658)	(\$6,274)	(\$17,798)	(\$15,011)
<b>Net Cost</b>				(\$15,658)	(\$6,274)	(\$17,798)	(\$15,011)

Housing and Community Development

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CD 100-27-255 (Building Inspector)	Revenues	100-27-255-12050	Building Permits	\$111,585	\$114,325	\$80,000	\$80,000
CD 100-27-255 (Building Inspector)	Revenues	100-27-255-16150	Building Department Fees	\$111,214	\$135,591	\$90,000	\$90,000
CD 100-27-255 (Building Inspector)	Revenues	100-27-255-16151	Business License Casp Fee	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Revenues	100-27-255-18100	Operating Transfers In	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-21100	Permanent	(\$267,053)	(\$252,568)	(\$279,301)	(\$297,132)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-21104	Bilingual	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$1,702)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-21120	Overtime	(\$1,203)	(\$1,578)	(\$74)	(\$74)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-21130	Auto Allowance	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-21410	Holiday Pay	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-22100	Other Employee Benefits	(\$30,093)	(\$25,825)	(\$9,571)	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-22101	Medicare	\$0	\$0	\$0	(\$4,333)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-22103	401a Contributions	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-22105	State Disability	\$0	\$0	\$0	(\$3,586)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-22106	Unemployment	\$0	\$0	\$0	(\$687)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-22109	Cellphone Stipends	\$0	\$0	\$0	(\$1,440)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-22110	Health (Medical-Dental-Vision)	(\$16,623)	(\$15,466)	(\$36,180)	(\$36,921)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-22120	Pension	(\$63,178)	(\$66,779)	(\$70,875)	(\$76,333)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-22125	PRST Contribution	\$0	\$0	(\$20,271)	(\$20,134)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-30120	Uniform Allowance	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-30280	Telephone/Communications	(\$1,999)	(\$1,951)	(\$1,785)	(\$1,785)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-30500	Workers' Comp Ins Expense	(\$4,992)	(\$4,364)	(\$4,188)	(\$3,450)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-30510	Liability Insurance Expense	(\$3,158)	(\$2,556)	(\$3,094)	(\$2,729)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-31200	Equip Maintenance & Repair	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-31400	Building/Land Maint & Repair	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-31700	Membership Fees	(\$1,093)	(\$220)	(\$1,200)	(\$1,200)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-32000	Office Expense	(\$1,809)	(\$2,610)	(\$3,000)	(\$3,000)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-32010	TECHNOLOGY EXPENSES	(\$6,366)	(\$5,916)	(\$9,535)	(\$8,836)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-32020	Technology Expense-Software Licenses	(\$11,159)	(\$11,159)	(\$11,742)	(\$13,040)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-32030	Copier Pool	\$0	\$0	(\$1,800)	(\$880)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-32360	Consulting Services	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-32450	Contract Services	(\$42,777)	(\$75,922)	(\$85,000)	(\$100,000)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-33010	Small Tools & Instruments	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-33120	Special Department Expense	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-33350	Travel & Training Expense	(\$4,319)	(\$10,261)	(\$10,000)	(\$10,000)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-33351	Vehicle Fuel Costs	(\$5,171)	(\$7,616)	(\$6,000)	(\$7,860)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-33360	Motor Pool Expense	(\$17,917)	(\$26,852)	(\$22,534)	(\$29,570)
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-53030	Capital Equipment, \$5,000+	(\$6,410)	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-60110	Civic Center Rent	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-70500	Credit Card Clearing Account	\$0	\$0	\$0	\$0
CD 100-27-255 (Building Inspector)	Expenses	100-27-255-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$222,799	\$249,917	\$170,000	\$170,000
<b>Total Expenses</b>				(\$485,320)	(\$511,643)	(\$576,150)	(\$624,692)
<b>Net Cost</b>				(\$262,521)	(\$261,726)	(\$406,150)	(\$454,692)

Housing and Community Development

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CD 100-27-252 (Code Enforcement)	Revenues	100-27-252-12021	Business License - Code Enf	\$5,769	\$5,306	\$4,000	\$4,000
CD 100-27-252 (Code Enforcement)	Revenues	100-27-252-15750	Fed: Geothermal Royalties	\$25,000	\$25,000	\$25,000	\$25,000
CD 100-27-252 (Code Enforcement)	Revenues	100-27-252-16030	Code Enforcement Fees	\$1,411	\$3,383	\$1,500	\$1,500
CD 100-27-252 (Code Enforcement)	Revenues	100-27-252-16031	Permit fee renewals - cannabis	\$4,454	\$990	\$790	\$690
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-21100	Permanent	(\$147,873)	(\$94,703)	(\$158,010)	(\$164,525)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-22100	Other Employee Benefits	(\$20,391)	(\$12,269)	(\$9,144)	\$0
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-22101	Medicare	\$0	\$0	\$0	(\$2,386)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-22103	401a Contributions	\$0	\$0	\$0	(\$4,936)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-22105	State Disability	\$0	\$0	\$0	(\$1,974)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-22106	Unemployment	\$0	\$0	\$0	(\$378)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-22109	Cellphone Stipends	\$0	\$0	\$0	(\$300)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-22110	Health (Medical-Dental-Vision)	(\$11,455)	(\$10,864)	(\$33,600)	(\$39,165)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-22120	Pension	(\$43,435)	(\$39,861)	(\$45,749)	(\$48,617)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-22125	PRST Contribution	\$0	\$0	(\$11,267)	(\$11,009)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-30120	Uniform Allowance	\$0	\$0	\$0	\$0
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-30280	Telephone/Communications	(\$294)	(\$299)	(\$300)	(\$300)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-30500	Workers' Comp Ins Expense	(\$2,496)	(\$2,736)	(\$2,617)	(\$2,156)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-30510	Liability Insurance Expense	(\$1,245)	(\$1,220)	(\$1,060)	(\$1,280)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-31700	Membership Fees	(\$95)	(\$95)	(\$100)	(\$200)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-32000	Office Expense	(\$255)	(\$573)	(\$200)	(\$200)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-32010	TECHNOLOGY EXPENSES	(\$3,094)	(\$3,442)	(\$5,976)	(\$4,264)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-32020	Technology Expense-Software Licenses	(\$3,992)	(\$3,992)	\$0	(\$3,142)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-32030	Copier Pool	\$0	\$0	(\$322)	(\$363)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-33350	Travel & Training Expense	\$0	(\$1,058)	(\$2,000)	(\$3,000)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-33351	Vehicle Fuel Costs	(\$1,215)	(\$3,066)	(\$2,500)	(\$5,375)
CD 100-27-252 (Code Enforcement)	Expenses	100-27-252-33360	Motor Pool Expense	(\$10,374)	\$1,549	(\$6,995)	(\$15,063)
<b>Total Revenues</b>				\$36,633	\$34,679	\$31,290	\$31,190
<b>Total Expenses</b>				(\$246,213)	(\$172,628)	(\$279,841)	(\$308,633)
<b>Net Cost</b>				(\$209,580)	(\$137,949)	(\$248,551)	(\$277,443)

Housing and Community Development

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CA (100-27-251) Housing	Expenses	100-27-251-21100	Permanent	\$0	\$0	\$0	(\$106,623)
CA (100-27-251) Housing	Expenses	100-27-251-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-21104	Bilingual	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-21120	Overtime	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-21130	Auto Allowance	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-21410	Holiday Pay	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-22100	Other Employee Benefits	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-22101	Medicare	\$0	\$0	\$0	(\$1,546)
CA (100-27-251) Housing	Expenses	100-27-251-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-22103	401a Contributions	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-22104	Life Insurance	\$0	\$0	\$0	(\$252)
CA (100-27-251) Housing	Expenses	100-27-251-22105	State Disability	\$0	\$0	\$0	(\$1,279)
CA (100-27-251) Housing	Expenses	100-27-251-22106	Unemployment	\$0	\$0	\$0	(\$245)
CA (100-27-251) Housing	Expenses	100-27-251-22109	Cellphone Stipends	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-22110	Health (Medical-Dental-Vision)	\$0	\$0	\$0	(\$21,526)
CA (100-27-251) Housing	Expenses	100-27-251-22120	Pension	\$0	\$0	\$0	(\$31,507)
CA (100-27-251) Housing	Expenses	100-27-251-22125	PRST Contribution	\$0	\$0	\$0	(\$7,240)
CA (100-27-251) Housing	Expenses	100-27-251-30120	Uniform Allowance	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-30280	Telephone/Communications	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-30500	Workers' Comp Ins Expense	\$0	\$0	(\$2,809)	(\$1,250)
CA (100-27-251) Housing	Expenses	100-27-251-30510	Liability Insurance Expense	\$0	\$0	(\$1,530)	(\$909)
CA (100-27-251) Housing	Expenses	100-27-251-31200	Equip Maintenance & Repair	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-31400	Building/Land Maint & Repair	\$0	\$0	(\$10,661)	\$0
CA (100-27-251) Housing	Expenses	100-27-251-32000	Office Expense	\$0	\$0	\$0	(\$1,000)
CA (100-27-251) Housing	Expenses	100-27-251-32010	TECHNOLOGY EXPENSES	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-32030	Copier Pool	\$0	\$0	\$0	(\$2,000)
CA (100-27-251) Housing	Expenses	100-27-251-32360	Consulting Services	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-32450	Contract Services	\$0	\$0	\$0	(\$5,000)
CA (100-27-251) Housing	Expenses	100-27-251-32800	Publications & Legal Notices	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-33120	Special Department Expense	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-33350	Travel & Training Expense	\$0	\$0	\$0	(\$2,000)
CA (100-27-251) Housing	Expenses	100-27-251-33360	Motor Pool Expense	\$0	\$0	\$0	(\$1,740)
CA (100-27-251) Housing	Expenses	100-27-251-33600	Utilities	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-47010	Contributions To Other Governm	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-47020	Contributions To Non-Profit Or	\$0	\$0	\$0	\$0
CA (100-27-251) Housing	Expenses	100-27-251-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$0	\$0		\$0
<b>Total Expenses</b>				\$0	\$0	(\$15,000)	(\$184,118)
<b>Net Cost</b>				\$0	\$0	(\$15,000)	(\$184,118)

Housing and Community Development

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CD 107-27-194 (Geothermal)	Revenues	107-27-194-14010	Interest Income	\$0	\$0	\$0	\$0
CD 107-27-194 (Geothermal)	Revenues	107-27-194-15750	Fed: Geothermal Royalties	\$0	\$0	\$0	\$0
CD 107-27-194 (Geothermal)	Revenues	107-27-194-15800	Long Valley Monitoring	\$0	\$0	\$0	\$0
CD 107-27-194 (Geothermal)	Revenues	107-27-194-17010	Miscellaneous Revenue	\$181,831	\$137,740	\$200,000	\$200,000
CD 107-27-194 (Geothermal)	Expenses	107-27-194-52015	Geothermal Projects	(\$112,775)	(\$88,365)	(\$200,000)	(\$200,000)
CD 107-27-194 (Geothermal)	Expenses	107-27-194-60110	Civic Center Rent	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$181,831	\$137,740	\$200,000	\$200,000
<b>Total Expenses</b>				(\$112,775)	(\$88,365)	(\$200,000)	(\$200,000)
<b>Net Cost</b>				\$69,056	\$49,375	\$0	\$0



Housing and Community Development

Proposal	Type	Account String	Account Name	FY 2020-	FY 2021-22	FY 2022-23	FY 2023-24
				21	Actuals	Adopted	Preliminary
				Actuals	Actuals	Budget	Budget
CD 187-27-250 (CDD Grants)	Revenues	187-27-250-14010	Interest Income	\$813	\$463	\$0	\$0
CD 187-27-250 (CDD Grants)	Revenues	187-27-250-15202	St: Misc State Grants	\$0	\$0	\$0	\$0
CD 187-27-250 (CDD Grants)	Revenues	187-27-250-15819	Fed: Misc Fed Grants	\$2,179	\$1,381	\$0	\$150,000
CD 187-27-250 (CDD Grants)	Revenues	187-27-250-15900	Oth: Other Govt Agencies	\$2,891	\$73,322	\$504,415	\$0
CD 187-27-250 (CDD Grants)	Revenues	187-27-250-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
CD 187-27-250 (CDD Grants)	Expenses	187-27-250-21100	Permanent	(\$1,066)	\$0	(\$61,929)	\$0
CD 187-27-250 (CDD Grants)	Expenses	187-27-250-22100	Other Employee Benefits	\$0	\$0	\$0	\$0
CD 187-27-250 (CDD Grants)	Expenses	187-27-250-32450	Contract Services	\$0	(\$161,780)	(\$442,486)	(\$150,000)
CD 187-27-250 (CDD Grants)	Expenses	187-27-250-52011	Buildings & Improvements	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$5,883	\$75,166	\$504,415	\$150,000
<b>Total Expenses</b>				(\$1,066)	(\$161,780)	(\$504,415)	(\$150,000)
<b>Net Cost</b>				\$4,817	(\$86,614)	\$0	\$0

Housing and Community Development

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CD 148-27-250 (CASp)	Revenues	148-27-255-14010	Interest Income	\$36	\$62	\$0	\$0
CD 148-27-250 (CASp)	Revenues	148-27-255-16151	Business License Casp Fee	\$3,314	\$2,969	\$2,000	\$2,000
CD 148-27-250 (CASp)	Revenues	148-27-255-18100	Operating Transfers In	\$0	\$0	\$0	\$0
CD 148-27-250 (CASp)	Expenses	148-27-255-33350	Travel & Training Expense	(\$1,058)	\$0	(\$2,000)	(\$2,000)
CD 148-27-250 (CASp)	Expenses	148-27-255-60110	Civic Center Rent	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$3,350	\$3,030	\$2,000	\$2,000
<b>Total Expenses</b>				(\$1,058)	\$0	(\$2,000)	(\$2,000)
<b>Net Cost</b>				\$2,292	\$3,030	\$0	\$0

Housing and Community Development

Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
CD 170-27-252 (Beautification Fund - Code)	Revenues	170-27-252-14010	Interest Income	\$1,160	\$1,349	\$0	\$0
CD 170-27-252 (Beautification Fund - Code)	Revenues	170-27-252-17010	Miscellaneous Revenue	\$14,250	\$28,000	\$0	\$0
CD 170-27-252 (Beautification Fund - Code)	Expenses	170-27-252-20010	Expenditures	\$1,583	\$0	\$0	\$0
<b>Total Revenues</b>				\$15,410	\$29,349	\$0	\$0
<b>Total Expenses</b>				\$1,583	\$0	\$0	\$0
<b>Net Cost</b>				\$16,994	\$29,349	\$0	\$0

Housing and Community Development

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CA 188-27-251 (Affordable Housing)	Revenues	188-27-251-14010	Interest Income	\$18,620	\$9,994	\$10,000	\$10,000
CA 188-27-251 (Affordable Housing)	Revenues	188-27-251-15498	St: Misc State Revenue	\$0	\$0	\$0	\$0
CA 188-27-251 (Affordable Housing)	Revenues	188-27-251-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
CA 188-27-251 (Affordable Housing)	Revenues	188-27-251-17160	Housing Mitigation/Fund 99	\$15,081	\$52,238	\$20,000	\$20,000
CA 188-27-251 (Affordable Housing)	Revenues	188-27-251-18050	Sale Of Real Property	\$0	\$0	\$137,000	\$0
CA 188-27-251 (Affordable Housing)	Revenues	188-27-251-18100	Operating Transfers In	\$0	\$0	\$200,000	\$0
CA 188-27-251 (Affordable Housing)	Expenses	188-27-251-21100	Permanent	\$0	(\$35,510)	\$0	\$0
CA 188-27-251 (Affordable Housing)	Expenses	188-27-251-21130	Auto Allowance	\$0	\$0	\$0	\$0
CA 188-27-251 (Affordable Housing)	Expenses	188-27-251-21410	Holiday Pay	\$0	\$0	\$0	\$0
CA 188-27-251 (Affordable Housing)	Expenses	188-27-251-22100	Other Employee Benefits	\$0	(\$4,399)	\$0	\$0
CA 188-27-251 (Affordable Housing)	Expenses	188-27-251-22110	Health (Medical-Dental-Vision)	\$0	(\$8,273)	\$0	\$0
CA 188-27-251 (Affordable Housing)	Expenses	188-27-251-22120	Pension	\$0	(\$23,853)	\$0	\$0
CA 188-27-251 (Affordable Housing)	Expenses	188-27-251-30120	Uniform Allowance	\$0	\$0	\$0	\$0
CA 188-27-251 (Affordable Housing)	Expenses	188-27-251-30280	Telephone/Communications	\$0	(\$407)	(\$1,200)	\$0
CA 188-27-251 (Affordable Housing)	Expenses	188-27-251-32390	Legal Services	(\$9,066)	(\$19,445)	(\$25,000)	(\$10,000)
CA 188-27-251 (Affordable Housing)	Expenses	188-27-251-32450	Contract Services	(\$153,431)	\$0	(\$150,000)	(\$150,000)
CA 188-27-251 (Affordable Housing)	Expenses	188-27-251-41100	Support & Care Of Persons	\$0	\$0	\$0	\$0
CA 188-27-251 (Affordable Housing)	Expenses	188-27-251-53022	Fixed Assets: Buildings	\$0	\$0	(\$100,000)	(\$100,000)
<b>Total Revenues</b>				\$33,701	\$62,232	\$367,000	\$30,000
<b>Total Expenses</b>				(\$162,497)	(\$91,886)	(\$276,200)	(\$260,000)
<b>Net Cost</b>				(\$128,796)	(\$29,654)	\$90,800	(\$230,000)

Housing and Community Development

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CA 185-00-000 (CDBG/HOME Grants)	Revenues	185-00-000-14010	Interest Income	(\$485)	\$2,085	\$0	\$0
CA 185-00-000 (CDBG/HOME Grants)	Revenues	185-00-000-15501	Fed: Cdbg Housing Grant	\$55,347	\$90,126	\$0	\$0
CA 185-00-000 (CDBG/HOME Grants)	Revenues	185-00-000-15505	Fed: FTHB Housing Grant	\$0	\$0	\$500,000	\$500,000
CA 185-00-000 (CDBG/HOME Grants)	Revenues	185-00-000-17500	Loan Repayments	\$0	\$0	\$0	\$0
CA 185-00-000 (CDBG/HOME Grants)	Expenses	185-00-000-21100	Permanent	(\$5,280)	(\$3,155)	\$0	\$0
CA 185-00-000 (CDBG/HOME Grants)	Expenses	185-00-000-22100	Other Employee Benefits	\$0	\$0	\$0	\$0
CA 185-00-000 (CDBG/HOME Grants)	Expenses	185-00-000-32450	Contract Services	(\$50,066)	(\$145,646)	\$0	\$0
CA 185-00-000 (CDBG/HOME Grants)	Expenses	185-00-000-32506	Professional & Specialized Ser-Inmate Welfare	\$0	\$0	\$0	\$0
CA 185-00-000 (CDBG/HOME Grants)	Expenses	185-00-000-33120	Special Department Expense	\$0	\$0	(\$500,000)	(\$500,000)
CA 185-00-000 (CDBG/HOME Grants)	Expenses	185-00-000-33135	Special Dept - Loan Disbursements	\$0	\$0	\$0	\$0
CA 185-00-000 (CDBG/HOME Grants)	Expenses	185-00-000-52011	Buildings & Improvements	\$0	\$0	\$0	\$0
CA 185-00-000 (CDBG/HOME Grants)	Expenses	185-00-000-60110	Civic Center Rent	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$54,862	\$92,211	\$500,000	\$500,000
<b>Total Expenses</b>				(\$55,346)	(\$148,801)	(\$500,000)	(\$500,000)
<b>Net Cost</b>				(\$484)	(\$56,590)	\$0	\$0

Local Economy

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
ED 100-19-190 (Economic Development)	Revenues	100-19-190-15504	Fed: Cdbg Housing & Comm Devel	\$0	\$0	\$0	\$0
ED 100-19-190 (Economic Development)	Revenues	100-19-190-16240	Labor Reimbursement	\$2,271	\$0	\$20,000	\$0
ED 100-19-190 (Economic Development)	Expenses	100-19-190-21100	Permanent	(\$250,981)	(\$330,647)	(\$299,671)	(\$285,103)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-22100	Other Employee Benefits	(\$38,142)	(\$39,602)	(\$17,236)	\$0
ED 100-19-190 (Economic Development)	Expenses	100-19-190-22101	Medicare	\$0	\$0	\$0	(\$4,134)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
ED 100-19-190 (Economic Development)	Expenses	100-19-190-22103	401a Contributions	\$0	\$0	\$0	(\$8,553)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-22105	State Disability	\$0	\$0	\$0	(\$3,421)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-22106	Unemployment	\$0	\$0	\$0	(\$285)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-22109	Cellphone Stipends	\$0	\$0	\$0	(\$3,780)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-22110	Health (Medical-Dental-Vision)	(\$64,956)	(\$61,399)	(\$61,161)	(\$67,470)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-22120	Pension	(\$73,876)	(\$81,627)	(\$84,055)	(\$84,248)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-22125	PRST Contribution	\$0	\$0	(\$21,196)	(\$19,535)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-30120	Uniform Allowance	\$0	\$0	\$0	\$0
ED 100-19-190 (Economic Development)	Expenses	100-19-190-30280	Telephone/Communications	(\$3,604)	(\$3,693)	(\$3,285)	\$0
ED 100-19-190 (Economic Development)	Expenses	100-19-190-30500	Workers' Comp Ins Expense	(\$3,744)	(\$4,105)	(\$4,253)	(\$4,043)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-30510	Liability Insurance Expense	(\$4,543)	(\$7,811)	(\$14,832)	(\$3,424)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-31700	Membership Fees	\$0	(\$500)	(\$550)	(\$550)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-32000	Office Expense	(\$5,924)	(\$2,081)	(\$2,000)	(\$2,000)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-32010	TECHNOLOGY EXPENSES	(\$4,746)	(\$5,323)	(\$7,504)	(\$6,832)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-32020	Technology Expense-Software Licenses	(\$1,005)	(\$1,410)	(\$5,400)	(\$5,400)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-32030	Copier Pool	\$0	\$0	(\$868)	(\$1,098)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-32360	Consulting Services	\$0	\$0	\$0	\$0
ED 100-19-190 (Economic Development)	Expenses	100-19-190-32450	Contract Services	(\$17,731)	(\$39,200)	(\$21,625)	(\$21,625)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-32500	Professional & Specialized Ser	(\$23,037)	(\$3,423)	(\$16,951)	(\$16,951)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-33120	Special Department Expense	(\$1,366)	\$0	\$0	\$0
ED 100-19-190 (Economic Development)	Expenses	100-19-190-33350	Travel & Training Expense	(\$569)	(\$1,300)	(\$9,700)	(\$9,700)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-33351	Vehicle Fuel Costs	(\$835)	(\$996)	(\$1,200)	(\$2,000)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-33360	Motor Pool Expense	(\$1,921)	(\$2,938)	(\$6,670)	(\$8,427)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-33602	Civic Center Utilities	(\$2,401)	(\$2,707)	(\$3,415)	(\$3,415)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-53030	Capital Equipment, \$5,000+	\$0	\$0	\$0	\$0
ED 100-19-190 (Economic Development)	Expenses	100-19-190-60110	Civic Center Rent	\$0	\$0	(\$43,632)	(\$43,632)
ED 100-19-190 (Economic Development)	Expenses	100-19-190-70500	Credit Card Clearing Account	\$0	\$0	\$0	\$0
ED 100-19-190 (Economic Development)	Expenses	100-19-190-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$2,271	\$0	\$20,000	\$0
<b>Total Expenses</b>				(\$499,381)	(\$588,760)	(\$625,204)	(\$605,626)
<b>Net Cost</b>				(\$497,110)	(\$588,760)	(\$605,204)	(\$605,626)

Local Economy

Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
CA 100-63-072 (Farm Advisor)	Revenues	100-63-072-15029	Fed: Agriculture	\$1,175	\$872	\$0	\$0
CA 100-63-072 (Farm Advisor)	Expenses	100-63-072-32450	Contract Services	(\$44,925)	(\$47,777)	(\$52,497)	(\$50,427)
CA 100-63-072 (Farm Advisor)	Expenses	100-63-072-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$1,175	\$872	\$0	\$0
<b>Total Expenses</b>				(\$44,925)	(\$47,777)	(\$52,497)	(\$50,427)
<b>Net Cost</b>				(\$43,750)	(\$46,905)	(\$52,497)	(\$50,427)

Local Economy

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
ED 105-19-191 (Tourism)	Revenues	105-19-191-10100	Transient Occupancy Tax	\$295,286	\$328,664	\$313,985	\$324,000
ED 105-19-191 (Tourism)	Revenues	105-19-191-14010	Interest Income	\$3,439	\$3,404	\$1,000	\$1,000
ED 105-19-191 (Tourism)	Revenues	105-19-191-15476	St: Dept Of Parks & Rec	\$0	\$0	\$0	\$0
ED 105-19-191 (Tourism)	Revenues	105-19-191-15900	Oth: Other Govt Agencies	\$0	\$9,840	\$0	\$0
ED 105-19-191 (Tourism)	Revenues	105-19-191-16016	General Sale Of Goods	\$0	\$0	\$0	\$0
ED 105-19-191 (Tourism)	Revenues	105-19-191-16499	Booking Fee Revenue	\$0	\$0	\$0	\$0
ED 105-19-191 (Tourism)	Revenues	105-19-191-16500	Fees For Advertising Space	\$25,790	\$0	\$0	\$0
ED 105-19-191 (Tourism)	Revenues	105-19-191-17010	Miscellaneous Revenue	\$0	\$0	\$9,840	\$0
ED 105-19-191 (Tourism)	Revenues	105-19-191-17050	Donations & Contributions	\$0	\$0	\$0	\$0
ED 105-19-191 (Tourism)	Revenues	105-19-191-18100	Operating Transfers In	\$5,000	\$10,000	\$10,000	\$10,000
ED 105-19-191 (Tourism)	Expenses	105-19-191-30280	Telephone/Communications	\$0	\$0	(\$458)	(\$458)
ED 105-19-191 (Tourism)	Expenses	105-19-191-31700	Membership Fees	(\$5,967)	(\$3,046)	(\$4,050)	(\$4,899)
ED 105-19-191 (Tourism)	Expenses	105-19-191-32000	Office Expense	(\$591)	(\$499)	(\$1,000)	(\$1,000)
ED 105-19-191 (Tourism)	Expenses	105-19-191-32010	TECHNOLOGY EXPENSES	\$0	\$0	\$0	\$0
ED 105-19-191 (Tourism)	Expenses	105-19-191-32020	Technology Expense-Software Licenses	(\$37,789)	(\$22,940)	(\$35,600)	(\$35,600)
ED 105-19-191 (Tourism)	Expenses	105-19-191-32030	Copier Pool	\$0	\$0	\$0	(\$200)
ED 105-19-191 (Tourism)	Expenses	105-19-191-32450	Contract Services	(\$83,461)	(\$73,117)	(\$59,432)	(\$60,000)
ED 105-19-191 (Tourism)	Expenses	105-19-191-32500	Professional & Specialized Ser	(\$121,475)	(\$178,939)	(\$184,900)	(\$180,383)
ED 105-19-191 (Tourism)	Expenses	105-19-191-32800	Publications & Legal Notices	\$0	\$0	\$0	\$0
ED 105-19-191 (Tourism)	Expenses	105-19-191-33010	Small Tools & Instruments	\$0	\$0	\$0	\$0
ED 105-19-191 (Tourism)	Expenses	105-19-191-33120	Special Department Expense	\$3,195	(\$32,969)	(\$43,000)	(\$45,000)
ED 105-19-191 (Tourism)	Expenses	105-19-191-33350	Travel & Training Expense	\$454	(\$20,176)	(\$33,900)	(\$35,000)
ED 105-19-191 (Tourism)	Expenses	105-19-191-33351	Vehicle Fuel Costs	\$0	\$0	\$0	\$0
ED 105-19-191 (Tourism)	Expenses	105-19-191-33360	Motor Pool Expense	\$0	\$0	\$0	\$0
ED 105-19-191 (Tourism)	Expenses	105-19-191-47010	Contributions To Other Governm	\$0	\$0	\$0	\$0
ED 105-19-191 (Tourism)	Expenses	105-19-191-47020	Contributions To Non-Profit Or	\$0	(\$10,000)	(\$10,000)	(\$10,000)
ED 105-19-191 (Tourism)	Expenses	105-19-191-60110	Civic Center Rent	\$0	\$0	\$0	\$0
ED 105-19-191 (Tourism)	Expenses	105-19-191-70500	Credit Card Clearing Account	\$0	\$0	\$0	\$0
ED 105-19-191 (Tourism)	Expenses	105-19-191-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$329,515	\$351,908	\$334,825	\$335,000
<b>Total Expenses</b>				(\$245,633)	(\$341,686)	(\$372,340)	(\$372,540)
<b>Net Cost</b>				\$83,882	\$10,222	(\$37,515)	(\$37,540)



Local Economy

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
ED 109-19-190 (Community Support Groups)	Revenues	109-19-190-18100	Operating Transfers In	\$44,000	\$44,000	\$62,500	\$62,500
ED 109-19-190 (Community Support Groups)	Expenses	109-19-190-47010	Contributions To Other Governm	\$0	\$0	(\$10,000)	(\$10,000)
ED 109-19-190 (Community Support Groups)	Expenses	109-19-190-47020	Contributions To Non-Profit Or	(\$30,139)	(\$40,600)	(\$70,700)	(\$67,700)
<b>Total Revenues</b>				\$44,000	\$44,000	\$62,500	\$62,500
<b>Total Expenses</b>				(\$30,139)	(\$40,600)	(\$80,700)	(\$77,700)
<b>Net Cost</b>				\$13,861	\$3,400	(\$18,200)	(\$15,200)

Local Economy

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
ED 102-19-192 (Fish Enhancement)	Revenues	102-19-192-14010	Interest Income	\$392	\$643	\$150	\$150
ED 102-19-192 (Fish Enhancement)	Revenues	102-19-192-17010	Miscellaneous Revenue	\$0	\$0	\$100	\$0
ED 102-19-192 (Fish Enhancement)	Revenues	102-19-192-18100	Operating Transfers In	\$103,737	\$103,737	\$100,000	\$100,100
ED 102-19-192 (Fish Enhancement)	Expenses	102-19-192-32000	Office Expense	(\$69)	(\$70)	(\$100)	(\$100)
ED 102-19-192 (Fish Enhancement)	Expenses	102-19-192-32010	TECHNOLOGY EXPENSES	\$0	\$0	\$0	\$0
ED 102-19-192 (Fish Enhancement)	Expenses	102-19-192-32030	Copier Pool	\$0	\$0	\$0	\$0
ED 102-19-192 (Fish Enhancement)	Expenses	102-19-192-32450	Contract Services	(\$123,700)	(\$102,797)	(\$129,150)	(\$129,150)
ED 102-19-192 (Fish Enhancement)	Expenses	102-19-192-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
ED 102-19-192 (Fish Enhancement)	Expenses	102-19-192-33120	Special Department Expense	\$0	\$0	\$0	\$0
ED 102-19-192 (Fish Enhancement)	Expenses	102-19-192-33350	Travel & Training Expense	\$0	\$0	\$0	\$0
ED 102-19-192 (Fish Enhancement)	Expenses	102-19-192-60110	Civic Center Rent	\$0	\$0	\$0	\$0
ED 102-19-192 (Fish Enhancement)	Expenses	102-19-192-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$104,129	\$104,380	\$100,250	\$100,250
<b>Total Expenses</b>				(\$123,769)	(\$102,867)	(\$129,250)	(\$129,250)
<b>Net Cost</b>				(\$19,640)	\$1,513	(\$29,000)	(\$29,000)

Local Economy

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
ED 104-27-193 (Fish & Game Propagation)	Revenues	104-27-193-13030	Fish & Game Fines	\$32,781	\$24,509	\$7,500	\$7,500
ED 104-27-193 (Fish & Game Propagation)	Revenues	104-27-193-13051	Fish & Game Restitution	\$89	\$0	\$0	\$0
ED 104-27-193 (Fish & Game Propagation)	Revenues	104-27-193-14010	Interest Income	\$846	\$1,112	\$400	\$400
ED 104-27-193 (Fish & Game Propagation)	Revenues	104-27-193-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
ED 104-27-193 (Fish & Game Propagation)	Expenses	104-27-193-33120	Special Department Expense	(\$10,000)	(\$5,000)	(\$87,456)	(\$46,339)
<b>Total Revenues</b>				\$33,716	\$25,621	\$7,900	\$7,900
<b>Total Expenses</b>				(\$10,000)	(\$5,000)	(\$87,456)	(\$46,339)
<b>Net Cost</b>				\$23,716	\$20,621	(\$79,556)	(\$38,439)

Local Economy

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
ED 185-19-190 (Economic Development CDBG Grants)	Revenues	185-19-190-14010	Interest Income	\$0	\$0	\$0	\$0
ED 185-19-190 (Economic Development CDBG Grants)	Revenues	185-19-190-15501	Fed: Cdbg Housing Grant	\$0	\$0	\$0	\$0
ED 185-19-190 (Economic Development CDBG Grants)	Revenues	185-19-190-17500	Loan Repayments	\$0	\$0	\$0	\$0
ED 185-19-190 (Economic Development CDBG Grants)	Expenses	185-19-190-21100	Permanent	\$0	\$0	\$0	\$0
ED 185-19-190 (Economic Development CDBG Grants)	Expenses	185-19-190-22100	Other Employee Benefits	\$0	\$0	\$0	\$0
ED 185-19-190 (Economic Development CDBG Grants)	Expenses	185-19-190-32450	Contract Services	\$0	\$0	\$0	\$0
ED 185-19-190 (Economic Development CDBG Grants)	Expenses	185-19-190-33135	Special Dept - Loan Disbursements	\$0	(\$225,000)	\$0	\$0
<b>Total Revenues</b>				\$0	\$0	\$0	\$0
<b>Total Expenses</b>				\$0	(\$225,000)	\$0	\$0
<b>Net Cost</b>				\$0	(\$225,000)	\$0	\$0

Local Economy

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Revenues	108-27-194-14010	Interest Income	\$3,855	\$5,473	\$0	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Revenues	108-27-194-15202	St: Misc State Grants	\$0	\$0	\$122,100	\$192,000
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Revenues	108-27-194-15750	Fed: Geothermal Royalties	\$212,641	\$198,631	\$191,489	\$130,936
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Revenues	108-27-194-15900	Oth: Other Govt Agencies	\$0	\$0	\$37,997	\$86,189
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Revenues	108-27-194-17010	Miscellaneous Revenue	\$73,930	\$47,257	\$0	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Revenues	108-27-194-18100	Operating Transfers In	\$0	\$0	\$0	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-21100	Permanent	(\$50,122)	(\$93,515)	(\$147,600)	(\$167,095)
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-21104	Bilingual	\$0	\$0	\$0	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-21130	Auto Allowance	\$0	\$0	\$0	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-21410	Holiday Pay	\$0	\$0	\$0	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-22100	Other Employee Benefits	(\$6,176)	(\$9,034)	(\$3,454)	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-22101	Medicare	\$0	\$0	\$0	(\$1,843)
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-22103	401a Contributions	\$0	\$0	\$0	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-22105	State Disability	\$0	\$0	\$0	(\$1,525)
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-22106	Unemployment	\$0	\$0	\$0	(\$292)
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-22109	Cellphone Stipends	\$0	\$0	\$0	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-22110	Health (Medical-Dental-Vision)	(\$11,704)	(\$17,691)	(\$42,724)	(\$22,332)
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-22120	Pension	(\$17,590)	(\$20,045)	(\$36,009)	(\$37,557)
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-22125	PRST Contribution	\$0	\$0	\$0	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-30120	Uniform Allowance	\$0	\$0	\$0	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-30280	Telephone/Communications	(\$2,660)	(\$499)	\$0	(\$5,500)
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-32000	Office Expense	\$0	\$0	\$0	(\$2,000)
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-32010	TECHNOLOGY EXPENSES	\$0	\$0	(\$4,570)	(\$5,246)
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-32450	Contract Services	(\$8,618)	(\$14,289)	(\$100,100)	(\$115,000)
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-33120	Special Department Expense	(\$59,391)	(\$35,808)	(\$3,400)	(\$50,000)
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-33350	Travel & Training Expense	\$0	\$0	\$0	(\$2,500)
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-33351	Vehicle Fuel Costs	(\$733)	(\$2,766)	(\$6,750)	(\$10,000)
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-33360	Motor Pool Expense	(\$1,176)	(\$4,264)	\$0	(\$10,507)
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-47010	Contributions To Other Governm	\$0	\$0	\$0	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-47020	Contributions To Non-Profit Or	(\$12,267)	(\$2,506)	(\$22,690)	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-60100	Operating Transfers Out	\$0	\$0	(\$3,925)	\$0
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	Expenses	108-27-194-60110	Civic Center Rent	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$290,426	\$251,361	\$351,586	\$409,125
<b>Total Expenses</b>				(\$170,438)	(\$200,417)	(\$371,222)	(\$431,397)
<b>Net Cost</b>				\$119,987	\$50,945	(\$19,636)	(\$22,272)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
AN 100-27-205 (Animal Services)	Revenues	100-27-205-12010	Animal Licenses Fees	\$9,769	\$16,368	\$15,000	\$10,000
AN 100-27-205 (Animal Services)	Revenues	100-27-205-16170	Humane Services	\$7,457	\$9,084	\$10,000	\$10,000
AN 100-27-205 (Animal Services)	Revenues	100-27-205-16900	Misc Charges For Services	\$0	\$2,817	\$3,000	\$3,000
AN 100-27-205 (Animal Services)	Revenues	100-27-205-17050	Donations & Contributions	\$2,045	\$3,583	\$1,000	\$1,000
AN 100-27-205 (Animal Services)	Expenses	100-27-205-21100	Permanent	(\$186,679)	(\$254,205)	(\$287,864)	(\$296,772)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
AN 100-27-205 (Animal Services)	Expenses	100-27-205-21104	Bilingual	\$0	\$0	\$0	\$0
AN 100-27-205 (Animal Services)	Expenses	100-27-205-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	\$0
AN 100-27-205 (Animal Services)	Expenses	100-27-205-21120	Overtime	(\$1,213)	(\$7,140)	(\$10,975)	(\$5,000)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-21130	Auto Allowance	\$0	\$0	\$0	\$0
AN 100-27-205 (Animal Services)	Expenses	100-27-205-21410	Holiday Pay	\$0	\$0	\$0	\$0
AN 100-27-205 (Animal Services)	Expenses	100-27-205-22100	Other Employee Benefits	(\$21,882)	(\$28,260)	(\$10,628)	\$0
AN 100-27-205 (Animal Services)	Expenses	100-27-205-22101	Medicare	\$0	\$0	\$0	(\$4,303)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
AN 100-27-205 (Animal Services)	Expenses	100-27-205-22103	401a Contributions	\$0	\$0	\$0	(\$2,721)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-22105	State Disability	\$0	\$0	\$0	(\$3,561)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-22106	Unemployment	\$0	\$0	\$0	(\$683)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-22109	Cellphone Stipends	\$0	\$0	\$0	(\$1,320)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-22110	Health (Medical-Dental-Vision)	(\$56,776)	(\$55,488)	(\$91,656)	(\$82,577)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-22120	Pension	(\$54,600)	(\$66,859)	(\$83,347)	(\$87,696)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-22125	PRST Contribution	\$0	\$0	(\$21,185)	(\$20,503)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-30120	Uniform Allowance	(\$4,000)	(\$800)	(\$2,000)	\$0
AN 100-27-205 (Animal Services)	Expenses	100-27-205-30280	Telephone/Communications	(\$3,802)	(\$4,228)	(\$4,980)	(\$3,000)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-30500	Workers' Comp Ins Expense	(\$7,554)	(\$8,468)	(\$7,649)	(\$6,593)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-30510	Liability Insurance Expense	(\$4,700)	(\$3,951)	(\$4,307)	(\$5,244)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-31700	Membership Fees	(\$375)	(\$375)	(\$150)	(\$150)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-32000	Office Expense	(\$3,668)	(\$3,684)	(\$3,000)	(\$3,000)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-32010	TECHNOLOGY EXPENSES	(\$5,623)	(\$6,350)	(\$21,314)	(\$11,489)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-32030	Copier Pool	\$0	\$0	(\$1,431)	(\$2,100)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-32360	Consulting Services	\$0	\$0	\$0	\$0
AN 100-27-205 (Animal Services)	Expenses	100-27-205-32450	Contract Services	\$0	\$0	\$0	\$0
AN 100-27-205 (Animal Services)	Expenses	100-27-205-32500	Professional & Specialized Ser	(\$7,447)	(\$11,665)	(\$10,000)	(\$12,000)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-33120	Special Department Expense	(\$8,968)	(\$11,759)	(\$13,000)	(\$13,000)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-33350	Travel & Training Expense	(\$4,709)	(\$3,228)	(\$3,000)	(\$3,000)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-33351	Vehicle Fuel Costs	(\$11,006)	(\$18,799)	(\$15,000)	(\$15,000)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-33360	Motor Pool Expense	(\$26,686)	(\$31,182)	(\$33,199)	(\$56,772)
AN 100-27-205 (Animal Services)	Expenses	100-27-205-33600	Utilities	(\$10,578)	(\$14,533)	(\$15,000)	(\$16,500)
<b>Total Revenues</b>				\$19,271	\$31,852	\$29,000	\$24,000
<b>Total Expenses</b>				(\$420,267)	(\$530,975)	(\$639,685)	(\$652,984)
<b>Net Cost</b>				(\$400,996)	(\$499,123)	(\$610,685)	(\$628,984)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CA 100-21-076 (Public Defender)	Revenues	100-21-076-13070	Small Claims Advice -Court Fin	\$322	\$246	\$0	\$0
CA 100-21-076 (Public Defender)	Revenues	100-21-076-15437	Realignment Backfill Support	\$376	\$0	\$0	\$0
CA 100-21-076 (Public Defender)	Revenues	100-21-076-15443	St: 2011 Realignment	\$6,499	\$10,321	\$6,000	\$8,000
CA 100-21-076 (Public Defender)	Revenues	100-21-076-16050	Legal Services	\$5,647	\$0	\$6,000	\$0
CA 100-21-076 (Public Defender)	Revenues	100-21-076-16980	Public Defender Contract Fees	\$8,820	\$5,865	\$3,000	\$3,000
CA 100-21-076 (Public Defender)	Revenues	100-21-076-18100	Operating Transfers In	\$0	\$0	\$0	\$0
CA 100-21-076 (Public Defender)	Expenses	100-21-076-32390	Legal Services	(\$7,556)	\$0	\$0	\$0
CA 100-21-076 (Public Defender)	Expenses	100-21-076-32450	Contract Services	(\$532,820)	(\$660,113)	(\$641,868)	(\$700,000)
CA 100-21-076 (Public Defender)	Expenses	100-21-076-32500	Professional & Specialized Ser	(\$132,557)	(\$94,585)	(\$130,000)	(\$50,000)
CA 100-21-076 (Public Defender)	Expenses	100-21-076-33120	Special Department Expense	\$0	(\$46,783)	(\$250,000)	\$0
CA 100-21-076 (Public Defender)	Expenses	100-21-076-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$21,664	\$16,432	\$15,000	\$11,000
<b>Total Expenses</b>				(\$672,932)	(\$801,481)	(\$1,021,868)	(\$750,000)
<b>Net Cost</b>				(\$651,269)	(\$785,049)	(\$1,006,868)	(\$739,000)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CA 100-21-077 (Grand Jury)	Expenses	100-21-077-31010	Jury And Witness Expense	(\$7,674)	(\$633)	(\$3,000)	(\$6,000)
CA 100-21-077 (Grand Jury)	Expenses	100-21-077-32000	Office Expense	(\$1,528)	(\$6,992)	(\$7,000)	(\$7,000)
CA 100-21-077 (Grand Jury)	Expenses	100-21-077-32010	TECHNOLOGY EXPENSES	\$0	(\$7,673)	\$0	\$0
CA 100-21-077 (Grand Jury)	Expenses	100-21-077-32020	Technology Expense-Software Licenses	(\$2,880)	(\$2,880)	(\$3,000)	(\$3,000)
CA 100-21-077 (Grand Jury)	Expenses	100-21-077-32030	Copier Pool	\$0	\$0	\$0	\$0
CA 100-21-077 (Grand Jury)	Expenses	100-21-077-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
CA 100-21-077 (Grand Jury)	Expenses	100-21-077-33350	Travel & Training Expense	(\$2,200)	(\$360)	(\$1,000)	(\$2,000)
<b>Total Revenues</b>				\$0	\$0	\$0	\$0
<b>Total Expenses</b>				(\$14,282)	(\$18,538)	(\$14,000)	(\$18,000)
<b>Net Cost</b>				(\$14,282)	(\$18,538)	(\$14,000)	(\$18,000)



Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21		FY 2022-23		FY 2023-24	
				Actuals	Actuals	Adopted	Preliminary	Budget	Budget
CA 100-26-074 (Ag Commissioner)	Revenues	100-26-074-15430	St: Ag Comm/Weights & Measures	\$100,786	\$146,823	\$146,823	\$100,000		
CA 100-26-074 (Ag Commissioner)	Expenses	100-26-074-32500	Professional & Specialized Ser	(\$241,107)	(\$261,605)	(\$253,214)	(\$250,000)		
CA 100-26-074 (Ag Commissioner)	Expenses	100-26-074-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0		
<b>Total Revenues</b>				\$100,786	\$146,823	\$146,823	\$100,000		
<b>Total Expenses</b>				(\$241,107)	(\$261,605)	(\$253,214)	(\$250,000)		
<b>Net Cost</b>				(\$140,321)	(\$114,782)	(\$106,391)	(\$150,000)		

Public Safety and Protection

Proposal	Type	Account String	Account Name			FY 2022-23	FY 2023-24
				FY 2020-21	FY 2021-22	Adopted	Preliminary
				Actuals	Actuals	Budget	Budget
CA 100-27-465 (Office of Emergency Management)	Revenues	100-27-465-15499	St: Office Of Emergency Servic	\$127,790	\$180,977	\$127,719	\$303,656
CA 100-27-465 (Office of Emergency Management)	Revenues	100-27-465-15900	Oth: Other Govt Agencies	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Revenues	100-27-465-17020	Prior Year Revenue	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-21100	Permanent	\$0	\$0	\$0	(\$249,242)
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-21104	Bilingual	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-21120	Overtime	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-21130	Auto Allowance	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-21410	Holiday Pay	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-22100	Other Employee Benefits	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-22101	Medicare	\$0	\$0	\$0	(\$3,614)
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-22103	401a Contributions	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-22105	State Disability	\$0	\$0	\$0	(\$2,446)
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-22106	Unemployment	\$0	\$0	\$0	(\$424)
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-22109	Cellphone Stipends	\$0	\$0	\$0	(\$1,260)
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-22110	Health (Medical-Dental-Vision)	\$0	\$0	\$0	(\$21,526)
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-22120	Pension	\$0	\$0	\$0	(\$147,531)
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-22125	PRST Contribution	\$0	\$0	\$0	(\$17,008)
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-30120	Uniform Allowance	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-30280	Telephone/Communications	(\$79)	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-30500	Workers' Comp Ins Expense	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-30510	Liability Insurance Expense	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-31200	Equip Maintenance & Repair	(\$25,669)	(\$832)	(\$127,719)	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-31700	Membership Fees	\$0	\$0	\$0	(\$195)
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-32000	Office Expense	\$0	\$0	\$0	(\$250)
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-32010	TECHNOLOGY EXPENSES	(\$174,553)	(\$127,790)	\$0	(\$4,272)
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-32030	Copier Pool	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-32450	Contract Services	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-32860	Rents & Leases - Other	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-33100	Education & Training	\$0	\$0	\$0	(\$500)
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-33120	Special Department Expense	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-33350	Travel & Training Expense	\$0	\$0	\$0	(\$1,500)
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-33351	Vehicle Fuel Costs	\$0	\$0	\$0	(\$4,000)
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-33360	Motor Pool Expense	\$0	\$0	\$0	(\$8,402)
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-53030	Capital Equipment, \$5,000+	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-60110	Civic Center Rent	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-70500	Credit Card Clearing Account	\$0	\$0	\$0	\$0
CA 100-27-465 (Office of Emergency Management)	Expenses	100-27-465-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$127,790	\$180,977	\$127,719	\$303,656
<b>Total Expenses</b>				(\$200,301)	(\$128,622)	(\$127,719)	(\$462,170)
<b>Net Cost</b>				(\$72,511)	\$52,355	\$0	(\$158,514)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
DA 100-21-430 (District Attorney)	Revenues	100-21-430-15091	St: Motor Veh-Theft Prevention	\$16,091	\$15,550	\$15,000	\$15,000
DA 100-21-430 (District Attorney)	Revenues	100-21-430-15300	St: Cops	\$5,895	\$6,127	\$5,900	\$5,000
DA 100-21-430 (District Attorney)	Revenues	100-21-430-15310	St: Pub Safety-Prop 172 Sales	\$172,156	\$199,543	\$198,338	\$233,663
DA 100-21-430 (District Attorney)	Revenues	100-21-430-15443	St: 2011 Realignment	\$6,499	\$10,321	\$7,166	\$8,000
DA 100-21-430 (District Attorney)	Revenues	100-21-430-16199	Charges for Services - Interfund Transfers	\$0	\$0	\$10,000	\$0
DA 100-21-430 (District Attorney)	Revenues	100-21-430-16270	Welfare Fraud Investigation Re	\$50,000	\$50,000	\$50,000	\$50,000
DA 100-21-430 (District Attorney)	Revenues	100-21-430-16280	Discovery Fees	\$190	\$215	\$200	\$0
DA 100-21-430 (District Attorney)	Revenues	100-21-430-18100	Operating Transfers In	\$0	\$0	\$106,325	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-21100	Permanent	(\$778,551)	(\$853,185)	(\$951,511)	(\$959,802)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-21104	Bilingual	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$70,934)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-21120	Overtime	(\$784)	(\$2,552)	(\$6,000)	(\$6,000)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-21130	Auto Allowance	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-21410	Holiday Pay	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-22100	Other Employee Benefits	(\$73,329)	(\$68,351)	(\$39,973)	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-22101	Medicare	\$0	\$0	\$0	(\$14,739)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-22103	401a Contributions	\$0	\$0	\$0	(\$15,649)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-22105	State Disability	\$0	\$0	\$0	(\$11,211)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-22106	Unemployment	\$0	\$0	\$0	(\$1,894)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-22109	Cellphone Stipends	\$0	\$0	\$0	(\$5,100)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-22110	Health (Medical-Dental-Vision)	(\$116,768)	(\$116,428)	(\$120,143)	(\$133,608)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-22120	Pension	(\$332,382)	(\$404,792)	(\$440,349)	(\$442,013)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-22125	PRST Contribution	\$0	\$0	(\$69,071)	(\$69,236)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-30120	Uniform Allowance	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-30280	Telephone/Communications	(\$6,266)	(\$6,189)	(\$8,311)	(\$3,500)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-30500	Workers' Comp Ins Expense	(\$55,573)	(\$56,711)	(\$50,878)	(\$51,338)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-30510	Liability Insurance Expense	(\$7,800)	(\$10,323)	(\$11,771)	(\$13,809)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-31010	Jury And Witness Expense	(\$2,024)	(\$7,875)	(\$32,000)	(\$32,000)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-31200	Equip Maintenance & Repair	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-31400	Building/Land Maint & Repair	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-31700	Membership Fees	(\$5,873)	(\$5,550)	(\$5,800)	(\$6,000)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-32000	Office Expense	(\$7,355)	(\$12,333)	(\$14,000)	(\$14,000)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-32010	TECHNOLOGY EXPENSES	(\$12,123)	(\$16,040)	(\$19,783)	(\$38,884)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-32020	Technology Expense-Software Licenses	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-32030	Copier Pool	\$0	\$0	(\$5,417)	(\$5,187)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-32360	Consulting Services	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-32450	Contract Services	(\$30,000)	\$0	(\$30,000)	(\$105,000)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-32800	Publications & Legal Notices	(\$11,826)	(\$10,690)	(\$12,500)	(\$17,500)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-32950	Rents & Leases - Real Property	\$51,325	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-33120	Special Department Expense	(\$7,171)	(\$4,507)	(\$7,000)	(\$12,000)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-33125	Spec Dept-Da Public Relations	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-33126	Spec Dept-Inmate Welfare	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-33199	Special Dept Expense - Interfund Transfers	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-33350	Travel & Training Expense	(\$10,177)	(\$22,564)	(\$15,000)	(\$28,000)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-33351	Vehicle Fuel Costs	(\$8,037)	(\$7,607)	(\$12,000)	(\$12,000)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-33360	Motor Pool Expense	(\$21,464)	(\$12,093)	(\$33,249)	(\$42,754)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-33602	Civic Center Utilities	(\$9,689)	(\$10,922)	(\$13,786)	(\$15,000)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-41111	Support & Care of Others - Public Administrator	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-53030	Capital Equipment, \$5,000+	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-60110	Civic Center Rent	\$0	\$0	(\$173,079)	(\$176,076)
DA 100-21-430 (District Attorney)	Expenses	100-21-430-70500	Credit Card Clearing Account	\$0	\$0	\$0	\$0
DA 100-21-430 (District Attorney)	Expenses	100-21-430-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$250,830	\$281,756	\$392,929	\$311,663
<b>Total Expenses</b>				(\$1,445,866)	(\$1,628,712)	(\$2,071,621)	(\$2,303,234)
<b>Net Cost</b>				(\$1,195,036)	(\$1,346,956)	(\$1,678,692)	(\$1,991,571)

Public Safety and Protection

Proposal	Type	Account String	Account Name			FY 2022-23	FY 2023-24
				FY 2020-21	FY 2021-22	Adopted	Preliminary
				Actuals	Actuals	Budget	Budget
DA 100-56-433 (Victim Witness)	Revenues	100-56-433-15803	Fed: Victim/Witness Grant	\$310,391	\$285,155	\$251,646	\$258,386
DA 100-56-433 (Victim Witness)	Revenues	100-56-433-18100	Operating Transfers In	\$0	\$0	\$0	\$0
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-21100	Permanent	(\$183,421)	(\$164,611)	(\$142,467)	(\$148,561)
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-21120	Overtime	(\$930)	(\$2,750)	(\$1,760)	(\$3,575)
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-22100	Other Employee Benefits	(\$21,440)	(\$19,239)	(\$6,045)	\$0
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-22101	Medicare	\$0	\$0	\$0	(\$1,332)
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-22103	401a Contributions	\$0	\$0	\$0	(\$1,977)
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-22104	Life Insurance	\$0	\$0	\$0	(\$34)
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-22105	State Disability	\$0	\$0	\$0	(\$1,103)
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-22106	Unemployment	\$0	\$0	\$0	(\$211)
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-22109	Cellphone Stipends	\$0	\$0	\$0	(\$660)
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-22110	Health (Medical-Dental-Vision)	(\$24,087)	(\$23,597)	(\$25,245)	(\$28,797)
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-22120	Pension	(\$52,053)	(\$21,396)	(\$33,721)	(\$19,471)
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-22125	PRST Contribution	\$0	\$0	(\$10,419)	(\$6,319)
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-30120	Uniform Allowance	\$0	\$0	\$0	\$0
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-30280	Telephone/Communications	(\$1,487)	(\$1,519)	(\$1,089)	(\$1,320)
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-30500	Workers' Comp Ins Expense	(\$2,034)	(\$2,004)	(\$2,120)	\$0
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-30510	Liability Insurance Expense	(\$1,015)	(\$894)	(\$859)	\$0
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-32000	Office Expense	(\$15,245)	(\$36,293)	(\$6,000)	(\$5,353)
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-32010	TECHNOLOGY EXPENSES	\$0	\$0	(\$2,029)	(\$6,911)
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-33351	Vehicle Fuel Costs	(\$538)	(\$4,988)	(\$10,798)	(\$10,000)
DA 100-56-433 (Victim Witness)	Expenses	100-56-433-33360	Motor Pool Expense	\$0	(\$16,847)	(\$9,116)	(\$22,881)
<b>Total Revenues</b>				\$310,391	\$285,155	\$251,646	\$258,386
<b>Total Expenses</b>				(\$302,250)	(\$294,139)	(\$251,668)	(\$258,505)
<b>Net Cost</b>				\$8,141	(\$8,984)	(\$22)	(\$119)

## Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
EMS 100-42-855 (EMS)	Revenues	100-42-855-10100	Transient Occupancy Tax	\$590,927	\$657,721	\$628,000	\$649,000
EMS 100-42-855 (EMS)	Revenues	100-42-855-15310	St: Pub Safety-Prop 172 Sales	\$432,568	\$493,429	\$440,750	\$569,250
EMS 100-42-855 (EMS)	Revenues	100-42-855-15340	St: Maddy Fund Revenue - Param	\$10,804	\$0	\$8,000	\$8,000
EMS 100-42-855 (EMS)	Revenues	100-42-855-15553	Federal CARES Act	\$20,471	\$0	\$0	\$0
EMS 100-42-855 (EMS)	Revenues	100-42-855-16350	Ambulance Fees	\$973,959	\$950,402	\$1,500,000	\$1,500,000
EMS 100-42-855 (EMS)	Revenues	100-42-855-16351	STAND-BY FEES - PARAMEDICS	\$99,900	\$11,413	\$7,500	\$15,000
EMS 100-42-855 (EMS)	Revenues	100-42-855-16360	Professional Fees (Paramedics)	\$0	\$0	\$0	\$0
EMS 100-42-855 (EMS)	Revenues	100-42-855-16361	EMS Subscription Fees for Membership Program	\$2,600	\$3,445	\$5,000	\$2,500
EMS 100-42-855 (EMS)	Expenses	100-42-855-21100	Permanent	(\$1,772,644)	(\$1,903,835)	(\$2,034,605)	(\$1,960,800)
EMS 100-42-855 (EMS)	Expenses	100-42-855-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$40,000)
EMS 100-42-855 (EMS)	Expenses	100-42-855-21120	Overtime	(\$464,180)	(\$454,591)	(\$350,000)	(\$734,686)
EMS 100-42-855 (EMS)	Expenses	100-42-855-21410	Holiday Pay	(\$106,693)	(\$110,741)	(\$136,314)	(\$132,123)
EMS 100-42-855 (EMS)	Expenses	100-42-855-22100	Other Employee Benefits	(\$328,049)	(\$296,207)	(\$102,772)	\$0
EMS 100-42-855 (EMS)	Expenses	100-42-855-22101	Medicare	\$0	\$0	\$0	(\$30,347)
EMS 100-42-855 (EMS)	Expenses	100-42-855-22102	Social Security (FICA)	\$0	\$0	\$0	(\$600)
EMS 100-42-855 (EMS)	Expenses	100-42-855-22103	401a Contributions	\$0	\$0	\$0	(\$34,410)
EMS 100-42-855 (EMS)	Expenses	100-42-855-22105	State Disability	\$0	\$0	\$0	(\$25,115)
EMS 100-42-855 (EMS)	Expenses	100-42-855-22106	Unemployment	\$0	\$0	\$0	(\$4,784)
EMS 100-42-855 (EMS)	Expenses	100-42-855-22109	Cellphone Stipends	\$0	\$0	\$0	(\$13,560)
EMS 100-42-855 (EMS)	Expenses	100-42-855-22110	Health (Medical-Dental-Vision)	(\$384,279)	(\$438,679)	(\$370,026)	(\$395,223)
EMS 100-42-855 (EMS)	Expenses	100-42-855-22120	Pension	(\$621,348)	(\$712,957)	(\$794,272)	(\$713,389)
EMS 100-42-855 (EMS)	Expenses	100-42-855-22125	PRST Contribution	\$0	\$0	(\$127,861)	(\$116,727)
EMS 100-42-855 (EMS)	Expenses	100-42-855-30120	Uniform Allowance	(\$17,411)	(\$17,672)	(\$16,877)	(\$18,750)
EMS 100-42-855 (EMS)	Expenses	100-42-855-30122	Uniform/Safety Gear	(\$769)	(\$3,901)	(\$10,000)	(\$18,000)
EMS 100-42-855 (EMS)	Expenses	100-42-855-30280	Telephone/Communications	(\$16,025)	(\$12,678)	(\$11,964)	\$0
EMS 100-42-855 (EMS)	Expenses	100-42-855-30350	Household Expenses	(\$7,774)	(\$8,494)	(\$6,000)	(\$8,000)
EMS 100-42-855 (EMS)	Expenses	100-42-855-30500	Workers' Comp Ins Expense	(\$56,372)	(\$82,197)	(\$82,688)	(\$70,881)
EMS 100-42-855 (EMS)	Expenses	100-42-855-30510	Liability Insurance Expense	(\$31,222)	(\$42,558)	(\$69,885)	(\$31,724)
EMS 100-42-855 (EMS)	Expenses	100-42-855-31200	Equip Maintenance & Repair	(\$5,165)	(\$6,978)	(\$10,000)	(\$10,000)
EMS 100-42-855 (EMS)	Expenses	100-42-855-31400	Building/Land Maint & Repair	(\$1,075)	(\$202)	(\$1,500)	(\$6,000)
EMS 100-42-855 (EMS)	Expenses	100-42-855-31530	Medical/Dental & Lab Supplies	(\$51,234)	(\$54,717)	(\$45,000)	(\$50,000)
EMS 100-42-855 (EMS)	Expenses	100-42-855-31700	Membership Fees	(\$3,600)	(\$3,910)	(\$10,000)	(\$8,000)
EMS 100-42-855 (EMS)	Expenses	100-42-855-32000	Office Expense	(\$9,912)	(\$4,859)	(\$5,000)	(\$5,000)
EMS 100-42-855 (EMS)	Expenses	100-42-855-32005	Banking Expenses	(\$3,390)	(\$3,646)	(\$4,800)	(\$4,800)
EMS 100-42-855 (EMS)	Expenses	100-42-855-32010	TECHNOLOGY EXPENSES	(\$33,409)	(\$50,775)	(\$60,668)	(\$52,942)
EMS 100-42-855 (EMS)	Expenses	100-42-855-32020	Technology Expense-Software Licenses	(\$9,895)	(\$11,189)	(\$15,200)	(\$15,200)
EMS 100-42-855 (EMS)	Expenses	100-42-855-32030	Copier Pool	\$0	\$0	(\$3,195)	(\$2,668)
EMS 100-42-855 (EMS)	Expenses	100-42-855-32450	Contract Services	(\$13,900)	(\$19,864)	(\$53,000)	(\$20,000)
EMS 100-42-855 (EMS)	Expenses	100-42-855-32500	Professional & Specialized Ser	(\$5,082)	(\$3,618)	(\$4,000)	(\$7,500)
EMS 100-42-855 (EMS)	Expenses	100-42-855-32860	Rents & Leases - Other	(\$16,629)	(\$17,000)	(\$17,150)	(\$17,400)
EMS 100-42-855 (EMS)	Expenses	100-42-855-33010	Small Tools & Instruments	\$0	\$0	(\$5,000)	(\$5,000)
EMS 100-42-855 (EMS)	Expenses	100-42-855-33100	Education & Training	(\$9,847)	(\$6,658)	(\$20,000)	(\$35,000)
EMS 100-42-855 (EMS)	Expenses	100-42-855-33120	Special Department Expense	(\$253,466)	(\$1,863)	(\$5,000)	(\$5,000)
EMS 100-42-855 (EMS)	Expenses	100-42-855-33350	Travel & Training Expense	(\$1,060)	(\$3,071)	(\$5,000)	(\$7,000)
EMS 100-42-855 (EMS)	Expenses	100-42-855-33351	Vehicle Fuel Costs	(\$27,072)	(\$40,541)	(\$30,000)	(\$45,000)
EMS 100-42-855 (EMS)	Expenses	100-42-855-33360	Motor Pool Expense	(\$121,220)	(\$219,222)	(\$134,339)	(\$279,911)
EMS 100-42-855 (EMS)	Expenses	100-42-855-33600	Utilities	(\$20,464)	(\$25,830)	(\$25,000)	(\$27,000)
EMS 100-42-855 (EMS)	Expenses	100-42-855-53030	Capital Equipment, \$5,000+	\$0	\$0	(\$11,345)	(\$162,668)
<b>Total Revenues</b>				\$2,131,229	\$2,116,410	\$2,589,250	\$2,743,750
<b>Total Expenses</b>				(\$4,393,185)	(\$4,558,454)	(\$4,578,462)	(\$5,115,208)
<b>Net Cost</b>				(\$2,261,957)	(\$2,442,043)	(\$1,989,212)	(\$2,371,458)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
IT 100-17-151 (IT Radio)	Revenues	100-17-151-14080	Repeater Tower Rent	\$16,800	\$16,978	\$19,100	\$20,100
IT 100-17-151 (IT Radio)	Revenues	100-17-151-15499	St: Office Of Emergency Servic	\$0	\$0	\$0	\$0
IT 100-17-151 (IT Radio)	Revenues	100-17-151-16951	It Service Contracts	\$19,731	\$12,000	\$0	\$0
IT 100-17-151 (IT Radio)	Revenues	100-17-151-18100	Operating Transfers In	\$0	\$0	\$0	\$0
IT 100-17-151 (IT Radio)	Expenses	100-17-151-21100	Permanent	(\$98,499)	(\$102,818)	(\$108,581)	(\$105,612)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-21120	Overtime	(\$46)	\$0	(\$1,500)	(\$1,500)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-22100	Other Employee Benefits	(\$14,211)	(\$13,091)	(\$5,725)	\$0
IT 100-17-151 (IT Radio)	Expenses	100-17-151-22101	Medicare	\$0	\$0	\$0	(\$1,466)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
IT 100-17-151 (IT Radio)	Expenses	100-17-151-22103	401a Contributions	\$0	\$0	\$0	(\$3,033)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-22105	State Disability	\$0	\$0	\$0	(\$1,213)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-22106	Unemployment	\$0	\$0	\$0	(\$233)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-22109	Cellphone Stipends	\$0	\$0	\$0	(\$900)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-22110	Health (Medical-Dental-Vision)	(\$8,614)	(\$8,352)	(\$9,313)	(\$10,859)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-22120	Pension	(\$26,293)	(\$27,463)	(\$28,700)	(\$29,878)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-22125	PRST Contribution	\$0	\$0	(\$7,459)	(\$7,138)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-30280	Telephone/Communications	(\$11,868)	(\$3,594)	(\$11,200)	(\$22,950)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-31200	Equip Maintenance & Repair	(\$29,540)	(\$10,652)	(\$20,000)	(\$20,000)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-31400	Building/Land Maint & Repair	\$0	(\$1,365)	(\$1,500)	(\$1,500)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-32000	Office Expense	(\$612)	(\$1,532)	(\$1,000)	(\$1,000)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-32010	TECHNOLOGY EXPENSES	\$0	\$0	\$0	(\$2,297)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-32360	Consulting Services	(\$70,674)	(\$38,315)	(\$95,000)	(\$184,350)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-32950	Rents & Leases - Real Property	(\$5,737)	(\$9,551)	(\$11,900)	(\$14,500)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-33010	Small Tools & Instruments	(\$622)	(\$2,248)	(\$69,000)	(\$41,000)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-33350	Travel & Training Expense	(\$1,851)	(\$669)	(\$6,000)	(\$6,000)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-33360	Motor Pool Expense	(\$4,593)	(\$1,272)	(\$5,406)	(\$9,500)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-33600	Utilities	(\$17,334)	(\$18,463)	(\$12,000)	(\$20,000)
IT 100-17-151 (IT Radio)	Expenses	100-17-151-53030	Capital Equipment, \$5,000+	\$0	(\$35)	\$0	\$0
<b>Total Revenues</b>				\$36,531	\$28,978	\$19,100	\$20,100
<b>Total Expenses</b>				(\$290,495)	(\$239,421)	(\$394,284)	(\$484,929)
<b>Net Cost</b>				(\$253,965)	(\$210,443)	(\$375,184)	(\$464,829)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PR 100-23-520 (Probation)	Revenues	100-23-520-13090	Lab -H & S 11372.5	\$321	\$300	\$200	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-13100	Drug Prog -H&S 11372.7	\$148	\$100	\$100	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-13120	Fines, Forfeits & Penalties	\$549	\$1,327	\$750	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-15160	St: Jcpf	\$0	\$0	\$0	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-15299	St: Juvenile Justice	\$0	\$0	\$0	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-15310	St: Pub Safety-Prop 172 Sales	\$114,770	\$133,029	\$132,225	\$155,775
PR 100-23-520 (Probation)	Revenues	100-23-520-15330	St: Restitution 10% Rebate/CARPOS Rebate	\$466	\$606	\$700	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-15471	St: Stc Training Reimbursement	\$6,673	\$6,864	\$7,800	\$6,952
PR 100-23-520 (Probation)	Revenues	100-23-520-15620	Fed: Probation Iv-E & Iv-Ea	\$0	\$0	\$0	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-15625	Fed: Drug Court Grant	\$0	\$0	\$0	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-15819	Fed: Misc Fed Grants	\$2,292	\$0	\$3,500	\$1,500
PR 100-23-520 (Probation)	Revenues	100-23-520-15903	SB 678 PROBATION- SB 678 PERFORMANCE INCENTIV	\$0	\$0	\$0	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-16385	Probation Gis Monitoring Fee	\$1,320	\$30	\$0	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-16390	Probation Juvenile Traffic Hea	\$0	\$0	\$0	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-16402	Probation Fees	\$10,317	\$28,536	\$29,848	\$39,797
PR 100-23-520 (Probation)	Revenues	100-23-520-16420	Step Parent Adoption Rpt Fees	\$0	\$0	\$0	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-16421	Interstate Fees (Pc 1203.9)	\$0	\$18	\$0	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-16422	Supervisory Fees (Pc 1000)	\$1,380	\$0	\$0	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-16430	Dismissal Fees (Pc 1203.4)	\$100	\$0	\$0	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-18010	Sale Of Surplus Assets	\$1,454	\$100	\$0	\$0
PR 100-23-520 (Probation)	Revenues	100-23-520-18100	Operating Transfers In	\$200,000	\$205,580	\$200,000	\$244,938
PR 100-23-520 (Probation)	Expenses	100-23-520-21100	Permanent	(\$695,046)	(\$662,610)	(\$584,229)	(\$759,756)
PR 100-23-520 (Probation)	Expenses	100-23-520-21103	Education Add-on Pay	\$0	\$0	\$0	(\$18,044)
PR 100-23-520 (Probation)	Expenses	100-23-520-21104	Bilingual	\$0	\$0	\$0	(\$9,000)
PR 100-23-520 (Probation)	Expenses	100-23-520-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$5,234)
PR 100-23-520 (Probation)	Expenses	100-23-520-21120	Overtime	(\$6,363)	(\$11,597)	(\$33,818)	(\$31,344)
PR 100-23-520 (Probation)	Expenses	100-23-520-22100	Other Employee Benefits	(\$72,134)	(\$65,350)	(\$1,000)	\$0
PR 100-23-520 (Probation)	Expenses	100-23-520-22101	Medicare	\$0	\$0	\$0	(\$16,553)
PR 100-23-520 (Probation)	Expenses	100-23-520-22103	401a Contributions	\$0	\$0	\$0	(\$7,970)
PR 100-23-520 (Probation)	Expenses	100-23-520-22105	State Disability	\$0	\$0	\$0	(\$13,438)
PR 100-23-520 (Probation)	Expenses	100-23-520-22106	Unemployment	\$0	\$0	\$0	(\$2,531)
PR 100-23-520 (Probation)	Expenses	100-23-520-22109	Cellphone Stipends	\$0	\$0	\$0	(\$16,379)
PR 100-23-520 (Probation)	Expenses	100-23-520-22110	Health (Medical-Dental-Vision)	(\$165,183)	(\$156,556)	(\$118,405)	(\$153,727)
PR 100-23-520 (Probation)	Expenses	100-23-520-22120	Pension	(\$477,704)	(\$552,673)	(\$576,874)	(\$648,232)
PR 100-23-520 (Probation)	Expenses	100-23-520-22125	PRST Contribution	\$0	\$0	(\$69,375)	(\$74,710)
PR 100-23-520 (Probation)	Expenses	100-23-520-30280	Telephone/Communications	(\$17,280)	(\$18,064)	(\$22,851)	(\$6,500)
PR 100-23-520 (Probation)	Expenses	100-23-520-30500	Workers' Comp Ins Expense	(\$15,743)	(\$17,106)	(\$17,459)	(\$14,655)
PR 100-23-520 (Probation)	Expenses	100-23-520-30510	Liability Insurance Expense	(\$8,538)	(\$10,689)	(\$11,599)	(\$12,854)
PR 100-23-520 (Probation)	Expenses	100-23-520-31700	Membership Fees	(\$741)	(\$800)	(\$1,200)	(\$1,500)
PR 100-23-520 (Probation)	Expenses	100-23-520-32000	Office Expense	(\$8,149)	(\$9,343)	(\$10,000)	(\$15,000)
PR 100-23-520 (Probation)	Expenses	100-23-520-32010	TECHNOLOGY EXPENSES	(\$21,285)	(\$20,991)	(\$28,928)	(\$21,642)
PR 100-23-520 (Probation)	Expenses	100-23-520-32020	Technology Expense-Software Licenses	\$0	\$0	(\$5,000)	(\$7,000)
PR 100-23-520 (Probation)	Expenses	100-23-520-32030	Copier Pool	\$0	\$0	(\$4,560)	(\$4,919)
PR 100-23-520 (Probation)	Expenses	100-23-520-32500	Professional & Specialized Ser	(\$7,271)	(\$5,000)	\$0	\$0
PR 100-23-520 (Probation)	Expenses	100-23-520-33120	Special Department Expense	(\$5,321)	(\$2,987)	(\$7,000)	(\$3,000)
PR 100-23-520 (Probation)	Expenses	100-23-520-33350	Travel & Training Expense	(\$13,906)	(\$13,000)	(\$15,000)	(\$15,000)
PR 100-23-520 (Probation)	Expenses	100-23-520-33351	Vehicle Fuel Costs	(\$8,176)	(\$17,542)	(\$15,000)	(\$20,000)
PR 100-23-520 (Probation)	Expenses	100-23-520-33360	Motor Pool Expense	(\$26,091)	(\$44,677)	(\$58,141)	(\$114,943)
PR 100-23-520 (Probation)	Expenses	100-23-520-33602	Civic Center Utilities	(\$8,148)	(\$9,185)	(\$11,600)	(\$10,000)
PR 100-23-520 (Probation)	Expenses	100-23-520-60110	Civic Center Rent	\$0	\$0	(\$148,080)	(\$148,080)
<b>Total Revenues</b>				\$339,790	\$376,490	\$375,123	\$448,962
<b>Total Expenses</b>				(\$1,557,080)	(\$1,618,170)	(\$1,740,118)	(\$2,152,011)
<b>Net Cost</b>				(\$1,217,290)	(\$1,241,680)	(\$1,364,995)	(\$1,703,049)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PR 100-23-500 (Juvenile probation)	Revenues	100-23-500-15160	St: Jcpf	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Revenues	100-23-500-15299	St: Juvenile Justice	\$4,852	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Revenues	100-23-500-15300	St: Cops	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Revenues	100-23-500-15620	Fed: Probation Iv-E & Iv-Ea	\$0	\$3,868	\$6,000	\$2,500
PR 100-23-500 (Juvenile probation)	Revenues	100-23-500-15819	Fed: Misc Fed Grants	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Revenues	100-23-500-16385	Probation Gis Monitoring Fee	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Revenues	100-23-500-16390	Probation Juvenile Traffic Hea	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Revenues	100-23-500-16402	Probation Fees	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Revenues	100-23-500-16440	Juvenile Detention Reimburseme	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Revenues	100-23-500-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Revenues	100-23-500-18100	Operating Transfers In	\$0	\$3,000	\$5,000	\$20,000
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-21100	Permanent	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-21120	Overtime	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-22100	Other Employee Benefits	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-22110	Health (Medical-Dental-Vision)	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-30110	Clothing/Personal Supplies	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-30280	Telephone/Communications	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-30300	Food Expenses	(\$1,116)	(\$1,318)	(\$1,200)	(\$2,500)
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-30350	Household Expenses	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-31200	Equip Maintenance & Repair	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-32010	TECHNOLOGY EXPENSES	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-32030	Copier Pool	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-32260	Medical/Dental Services	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-33120	Special Department Expense	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-33350	Travel & Training Expense	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-33351	Vehicle Fuel Costs	(\$2,245)	(\$3,817)	(\$4,800)	(\$7,500)
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-33360	Motor Pool Expense	(\$3,583)	(\$4,000)	(\$5,000)	(\$10,000)
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-41100	Support & Care Of Persons	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-53030	Capital Equipment, \$5,000+	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-60110	Civic Center Rent	\$0	\$0	\$0	\$0
PR 100-23-500 (Juvenile probation)	Expenses	100-23-500-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$4,852	\$6,868	\$11,000	\$22,500
<b>Total Expenses</b>				(\$6,944)	(\$9,136)	(\$11,000)	(\$20,000)
<b>Net Cost</b>				(\$2,093)	(\$2,268)	\$0	\$2,500



Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SH 100-22-440 (Sheriff)	Revenues	100-22-440-15300	St: Cops	\$156,699	\$161,162	\$150,000	\$165,000
SH 100-22-440 (Sheriff)	Revenues	100-22-440-15310	St: Pub Safety-Prop 172 Sales	\$860,778	\$997,716	\$991,687	\$1,168,313
SH 100-22-440 (Sheriff)	Revenues	100-22-440-15330	St: Restitution 10% Rebate/CARPOS Rebate	\$243	\$145	\$150	\$150
SH 100-22-440 (Sheriff)	Revenues	100-22-440-15350	St: Rural Law Enforce Asst (Ab	\$500,000	\$500,000	\$500,000	\$500,000
SH 100-22-440 (Sheriff)	Revenues	100-22-440-15410	St: Off-Hwy Vehicle Grant	\$0	\$0	\$0	\$0
SH 100-22-440 (Sheriff)	Revenues	100-22-440-15470	St: Sheriff Post Reimbursement	\$44,164	\$34,610	\$30,000	\$30,000
SH 100-22-440 (Sheriff)	Revenues	100-22-440-15819	Fed: Misc Fed Grants	\$7,016	\$73	\$5,000	\$5,000
SH 100-22-440 (Sheriff)	Revenues	100-22-440-15900	Oth: Other Govt Agencies	\$0	\$0	\$0	\$0
SH 100-22-440 (Sheriff)	Revenues	100-22-440-16120	Civil Process Service	\$464	\$4,474	\$5,000	\$5,000
SH 100-22-440 (Sheriff)	Revenues	100-22-440-16140	Concealed Weapons Permit Fees	\$2,781	\$2,560	\$2,000	\$3,500
SH 100-22-440 (Sheriff)	Revenues	100-22-440-16199	Charges for Services - Interfund Transfers	\$0	\$0	\$0	\$0
SH 100-22-440 (Sheriff)	Revenues	100-22-440-16230	Law Enforcement Services	\$0	\$0	\$0	\$0
SH 100-22-440 (Sheriff)	Revenues	100-22-440-16231	Law Enforce Fed Land Services	\$22,000	\$21,438	\$21,800	\$22,000
SH 100-22-440 (Sheriff)	Revenues	100-22-440-17010	Miscellaneous Revenue	\$6,080	\$3,409	\$3,000	\$3,500
SH 100-22-440 (Sheriff)	Revenues	100-22-440-17012	Property-Evidence Auction Proceeds	\$2,093	\$8,498	\$2,000	\$2,000
SH 100-22-440 (Sheriff)	Revenues	100-22-440-17120	Miscellaneous Reimbursements	\$25	\$0	\$0	\$0
SH 100-22-440 (Sheriff)	Revenues	100-22-440-17300	Restitution	\$0	\$20	\$0	\$0
SH 100-22-440 (Sheriff)	Revenues	100-22-440-18100	Operating Transfers In	\$0	\$0	\$0	\$0
SH 100-22-440 (Sheriff)	Expenses	100-22-440-21100	Permanent	(\$2,346,352)	(\$2,399,602)	(\$2,678,221)	(\$2,761,256)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-21103	Education Add-on Pay	\$0	\$0	\$0	(\$225,723)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-21104	Bilingual	\$0	\$0	\$0	(\$13,776)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$50,000)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-21120	Overtime	(\$530,200)	(\$491,426)	(\$400,000)	(\$400,000)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-21130	Auto Allowance	\$0	\$0	\$0	\$0
SH 100-22-440 (Sheriff)	Expenses	100-22-440-21410	Holiday Pay	(\$104,094)	(\$108,900)	(\$137,236)	(\$152,185)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-22100	Other Employee Benefits	(\$370,692)	(\$348,197)	(\$141,986)	\$0
SH 100-22-440 (Sheriff)	Expenses	100-22-440-22101	Medicare	\$0	\$0	\$0	(\$45,718)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
SH 100-22-440 (Sheriff)	Expenses	100-22-440-22103	401a Contributions	\$0	\$0	\$0	(\$74,249)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-22105	State Disability	\$0	\$0	\$0	(\$35,321)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-22106	Unemployment	\$0	\$0	\$0	(\$6,180)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-22109	Cellphone Stipends	\$0	\$0	\$0	\$0
SH 100-22-440 (Sheriff)	Expenses	100-22-440-22110	Health (Medical-Dental-Vision)	(\$429,403)	(\$460,551)	(\$494,776)	(\$529,480)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-22120	Pension	(\$971,327)	(\$998,541)	(\$1,287,092)	(\$1,421,575)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-22125	PRST Contribution	\$0	\$0	(\$184,570)	(\$188,041)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-30120	Uniform Allowance	(\$1,630)	(\$729)	(\$3,600)	(\$2,400)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-30121	Special Uniform Supplies	(\$13,926)	(\$31,122)	(\$46,800)	(\$46,800)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-30280	Telephone/Communications	(\$73,757)	(\$56,548)	(\$69,519)	(\$71,862)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-30500	Workers' Comp Ins Expense	(\$562,490)	(\$608,291)	(\$614,750)	(\$566,882)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-30510	Liability Insurance Expense	(\$188,379)	(\$196,424)	(\$184,100)	(\$196,667)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-31200	Equip Maintenance & Repair	(\$15,340)	(\$14,783)	(\$35,280)	(\$21,680)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-31205	Technology Maintenance and Repair	\$0	\$0	\$0	(\$34,000)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-31400	Building/Land Maint & Repair	\$0	(\$85)	(\$1,000)	(\$1,000)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-31700	Membership Fees	(\$4,681)	(\$4,532)	(\$6,000)	(\$6,000)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-32000	Office Expense	(\$19,350)	(\$19,400)	(\$23,150)	(\$20,000)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-32010	TECHNOLOGY EXPENSES	(\$25,282)	(\$51,025)	(\$71,191)	(\$60,613)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-32020	Technology Expense-Software Licenses	(\$61,330)	(\$70,972)	(\$88,645)	(\$149,893)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-32030	Copier Pool	\$0	\$0	(\$3,734)	(\$4,186)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-32450	Contract Services	\$0	\$0	\$0	\$0
SH 100-22-440 (Sheriff)	Expenses	100-22-440-32500	Professional & Specialized Ser	(\$66,133)	(\$75,175)	(\$98,600)	(\$118,500)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-32800	Publications & Legal Notices	\$0	(\$1,645)	(\$1,600)	(\$1,600)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-32950	Rents & Leases - Real Property	\$0	\$0	\$0	\$0
SH 100-22-440 (Sheriff)	Expenses	100-22-440-33120	Special Department Expense	(\$9,967)	(\$4,165)	(\$4,550)	(\$9,050)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-33130	Spec Dept Expense-Ammunition	(\$12,763)	(\$24,516)	(\$24,530)	(\$27,330)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-33132	Spec Dept- Dare Program	(\$1,024)	(\$1,001)	(\$1,000)	(\$1,000)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-33138	Spec. Dept. - Investigations	\$0	\$0	(\$28,542)	(\$19,262)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-33350	Travel & Training Expense	(\$53,062)	(\$84,336)	(\$115,800)	(\$154,000)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-33351	Vehicle Fuel Costs	(\$166,717)	(\$238,846)	(\$175,000)	(\$247,000)
SH 100-22-440 (Sheriff)	Expenses	100-22-440-33360	Motor Pool Expense	(\$504,209)	(\$519,331)	(\$680,695)	(\$745,843)

Public Safety and Protection

SH 100-22-440 (Sheriff)	Expenses	100-22-440-33600	Utilities	(\$72,648)	(\$86,422)	(\$50,000)	(\$50,000)	
SH 100-22-440 (Sheriff)	Expenses	100-22-440-53030	Capital Equipment, \$5,000+	\$0	(\$29,920)	\$0	(\$73,600)	
SH 100-22-440 (Sheriff)	Expenses	100-22-440-60110	Civic Center Rent	\$0	\$0	\$0	\$0	
SH 100-22-440 (Sheriff)	Expenses	100-22-440-70500	Credit Card Clearing Account	\$67	\$0	\$0	\$0	
SH 100-22-440 (Sheriff)	Expenses	100-22-440-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0	
				<b>Total Revenues</b>	\$1,602,342	\$1,734,104	\$1,710,637	\$1,904,463
				<b>Total Expenses</b>	(\$6,604,687)	(\$6,926,485)	(\$7,651,968)	(\$8,532,672)
				<b>Net Cost</b>	(\$5,002,345)	(\$5,192,381)	(\$5,941,331)	(\$6,628,209)

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Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SH 100-23-460 (Jail)	Revenues	100-23-460-15300	St: Cops	\$5,895	\$6,127	\$5,500	\$5,500
SH 100-23-460 (Jail)	Revenues	100-23-460-15471	St: Stc Training Reimbursement	\$10,727	\$12,168	\$12,168	\$12,008
SH 100-23-460 (Jail)	Revenues	100-23-460-15498	St: Misc State Revenue	\$99,713	\$0	\$0	\$0
SH 100-23-460 (Jail)	Revenues	100-23-460-15804	Fed: Scaap Grant - State Crimi	\$0	\$0	\$0	\$0
SH 100-23-460 (Jail)	Revenues	100-23-460-15900	Oth: Other Govt Agencies	\$0	\$0	\$0	\$200,000
SH 100-23-460 (Jail)	Revenues	100-23-460-16230	Law Enforcement Services	\$405,510	\$400,040	\$438,088	\$471,202
SH 100-23-460 (Jail)	Revenues	100-23-460-16750	Jail Provided Meals	\$0	\$0	\$0	\$0
SH 100-23-460 (Jail)	Revenues	100-23-460-16760	Inmate-Initiated Medical Visit Fee (\$3 PC 4011.1	\$0	\$0	\$0	\$0
SH 100-23-460 (Jail)	Revenues	100-23-460-18100	Operating Transfers In	\$0	\$4,173	\$0	\$0
SH 100-23-460 (Jail)	Expenses	100-23-460-21100	Permanent	(\$1,031,360)	(\$1,061,145)	(\$1,372,834)	(\$1,572,781)
SH 100-23-460 (Jail)	Expenses	100-23-460-21103	Education Add-on Pay	\$0	\$0	\$0	(\$41,344)
SH 100-23-460 (Jail)	Expenses	100-23-460-21104	Bilingual	\$0	\$0	\$0	(\$17,341)
SH 100-23-460 (Jail)	Expenses	100-23-460-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$50,000)
SH 100-23-460 (Jail)	Expenses	100-23-460-21120	Overtime	(\$297,854)	(\$316,651)	(\$350,000)	(\$300,000)
SH 100-23-460 (Jail)	Expenses	100-23-460-21130	Auto Allowance	\$0	\$0	\$0	\$0
SH 100-23-460 (Jail)	Expenses	100-23-460-21410	Holiday Pay	(\$69,120)	(\$69,471)	(\$87,237)	(\$103,981)
SH 100-23-460 (Jail)	Expenses	100-23-460-22100	Other Employee Benefits	(\$119,069)	(\$109,770)	(\$57,375)	\$0
SH 100-23-460 (Jail)	Expenses	100-23-460-22101	Medicare	\$0	\$0	\$0	(\$25,164)
SH 100-23-460 (Jail)	Expenses	100-23-460-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
SH 100-23-460 (Jail)	Expenses	100-23-460-22103	401a Contributions	\$0	\$0	\$0	(\$20,474)
SH 100-23-460 (Jail)	Expenses	100-23-460-22105	State Disability	\$0	\$0	\$0	(\$20,532)
SH 100-23-460 (Jail)	Expenses	100-23-460-22106	Unemployment	\$0	\$0	\$0	(\$3,838)
SH 100-23-460 (Jail)	Expenses	100-23-460-22109	Cellphone Stipends	\$0	\$0	\$0	(\$300)
SH 100-23-460 (Jail)	Expenses	100-23-460-22110	Health (Medical-Dental-Vision)	(\$326,052)	(\$334,180)	(\$430,523)	(\$393,728)
SH 100-23-460 (Jail)	Expenses	100-23-460-22120	Pension	(\$395,513)	(\$483,086)	(\$449,706)	(\$470,902)
SH 100-23-460 (Jail)	Expenses	100-23-460-22125	PRST Contribution	\$0	\$0	(\$100,062)	(\$108,426)
SH 100-23-460 (Jail)	Expenses	100-23-460-30110	Clothing/Personal Supplies	(\$2,694)	(\$3,567)	(\$5,000)	(\$5,000)
SH 100-23-460 (Jail)	Expenses	100-23-460-30120	Uniform Allowance	(\$11,796)	(\$12,753)	(\$17,000)	(\$17,000)
SH 100-23-460 (Jail)	Expenses	100-23-460-30122	Uniform/Safety Gear	(\$2,190)	(\$5,711)	(\$9,000)	(\$9,000)
SH 100-23-460 (Jail)	Expenses	100-23-460-30280	Telephone/Communications	(\$294)	(\$299)	(\$300)	\$0
SH 100-23-460 (Jail)	Expenses	100-23-460-30300	Food Expenses	(\$145,415)	(\$151,739)	(\$194,200)	(\$194,200)
SH 100-23-460 (Jail)	Expenses	100-23-460-30350	Household Expenses	(\$9,087)	(\$7,459)	(\$6,000)	(\$6,000)
SH 100-23-460 (Jail)	Expenses	100-23-460-30500	Workers' Comp Ins Expense	(\$82,790)	(\$42,637)	(\$33,723)	(\$56,567)
SH 100-23-460 (Jail)	Expenses	100-23-460-30510	Liability Insurance Expense	(\$21,094)	(\$19,379)	(\$20,575)	(\$87,852)
SH 100-23-460 (Jail)	Expenses	100-23-460-31200	Equip Maintenance & Repair	(\$21,947)	(\$20,978)	(\$50,500)	(\$19,500)
SH 100-23-460 (Jail)	Expenses	100-23-460-31205	Technology Maintenance and Repair	\$0	\$0	\$0	(\$8,600)
SH 100-23-460 (Jail)	Expenses	100-23-460-31400	Building/Land Maint & Repair	(\$174)	(\$127)	(\$1,000)	(\$1,000)
SH 100-23-460 (Jail)	Expenses	100-23-460-31530	Medical/Dental & Lab Supplies	(\$73,511)	(\$30,077)	(\$100,000)	(\$100,000)
SH 100-23-460 (Jail)	Expenses	100-23-460-31700	Membership Fees	\$0	(\$479)	(\$800)	(\$800)
SH 100-23-460 (Jail)	Expenses	100-23-460-32000	Office Expense	(\$8,596)	(\$11,225)	(\$20,000)	(\$15,000)
SH 100-23-460 (Jail)	Expenses	100-23-460-32010	TECHNOLOGY EXPENSES	(\$28,253)	(\$36,238)	(\$43,474)	(\$44,709)
SH 100-23-460 (Jail)	Expenses	100-23-460-32020	Technology Expense-Software Licenses	(\$2,703)	\$0	(\$3,700)	(\$6,200)
SH 100-23-460 (Jail)	Expenses	100-23-460-32030	Copier Pool	\$0	\$0	(\$2,900)	(\$4,406)
SH 100-23-460 (Jail)	Expenses	100-23-460-32500	Professional & Specialized Ser	(\$26,514)	(\$2,015)	(\$6,100)	(\$6,100)
SH 100-23-460 (Jail)	Expenses	100-23-460-33120	Special Department Expense	(\$3,933)	(\$1,600)	(\$2,600)	(\$2,600)
SH 100-23-460 (Jail)	Expenses	100-23-460-33130	Spec Dept Expense-Ammunition	\$0	(\$4,596)	(\$4,680)	(\$4,680)
SH 100-23-460 (Jail)	Expenses	100-23-460-33350	Travel & Training Expense	(\$55,861)	(\$33,466)	(\$81,100)	(\$112,000)
SH 100-23-460 (Jail)	Expenses	100-23-460-33351	Vehicle Fuel Costs	(\$101)	\$0	(\$25,000)	(\$25,000)
SH 100-23-460 (Jail)	Expenses	100-23-460-33360	Motor Pool Expense	\$0	\$0	(\$20,355)	(\$37,483)
SH 100-23-460 (Jail)	Expenses	100-23-460-33600	Utilities	\$0	\$0	(\$54,000)	(\$83,440)
<b>Total Revenues</b>				\$521,845	\$422,508	\$455,756	\$688,710
<b>Total Expenses</b>				(\$2,735,921)	(\$2,758,648)	(\$3,549,743)	(\$3,975,947)
<b>Net Cost</b>				(\$2,214,076)	(\$2,336,140)	(\$3,093,987)	(\$3,287,237)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SH 100-22-455 (Court Security)	Revenues	100-22-455-18100	Operating Transfers In	\$548,181	\$584,117	\$779,291	\$757,454
SH 100-22-455 (Court Security)	Expenses	100-22-455-21100	Permanent	(\$320,995)	(\$339,232)	(\$436,466)	(\$422,555)
SH 100-22-455 (Court Security)	Expenses	100-22-455-21103	Education Add-on Pay	\$0	\$0	\$0	(\$15,545)
SH 100-22-455 (Court Security)	Expenses	100-22-455-21120	Overtime	(\$1,325)	(\$41,998)	(\$42,000)	(\$21,000)
SH 100-22-455 (Court Security)	Expenses	100-22-455-21410	Holiday Pay	(\$6,686)	(\$6,700)	(\$7,605)	(\$7,757)
SH 100-22-455 (Court Security)	Expenses	100-22-455-22100	Other Employee Benefits	(\$30,635)	(\$29,379)	(\$17,388)	\$0
SH 100-22-455 (Court Security)	Expenses	100-22-455-22101	Medicare	\$0	\$0	\$0	(\$6,465)
SH 100-22-455 (Court Security)	Expenses	100-22-455-22102	Social Security (FICA)	\$0	\$0	\$0	(\$4,910)
SH 100-22-455 (Court Security)	Expenses	100-22-455-22103	401a Contributions	\$0	\$0	\$0	(\$303)
SH 100-22-455 (Court Security)	Expenses	100-22-455-22105	State Disability	\$0	\$0	\$0	(\$5,174)
SH 100-22-455 (Court Security)	Expenses	100-22-455-22106	Unemployment	\$0	\$0	\$0	(\$955)
SH 100-22-455 (Court Security)	Expenses	100-22-455-22110	Health (Medical-Dental-Vision)	(\$20,471)	(\$39,467)	(\$38,323)	(\$38,991)
SH 100-22-455 (Court Security)	Expenses	100-22-455-22120	Pension	(\$81,152)	(\$83,829)	(\$111,537)	(\$115,895)
SH 100-22-455 (Court Security)	Expenses	100-22-455-22125	PRST Contribution	\$0	\$0	(\$32,034)	(\$29,714)
SH 100-22-455 (Court Security)	Expenses	100-22-455-30120	Uniform Allowance	(\$1,137)	(\$1,102)	(\$2,000)	(\$2,000)
SH 100-22-455 (Court Security)	Expenses	100-22-455-30500	Workers' Comp Ins Expense	(\$6,240)	(\$7,580)	(\$6,020)	(\$10,781)
SH 100-22-455 (Court Security)	Expenses	100-22-455-30510	Liability Insurance Expense	(\$3,113)	(\$3,379)	(\$2,438)	(\$6,398)
SH 100-22-455 (Court Security)	Expenses	100-22-455-31200	Equip Maintenance & Repair	(\$4,198)	\$0	(\$21,000)	(\$9,000)
SH 100-22-455 (Court Security)	Expenses	100-22-455-32010	TECHNOLOGY EXPENSES	(\$46,213)	(\$11,043)	(\$20,796)	(\$14,282)
SH 100-22-455 (Court Security)	Expenses	100-22-455-32500	Professional & Specialized Ser	\$0	\$0	(\$550)	\$0
SH 100-22-455 (Court Security)	Expenses	100-22-455-32800	Publications & Legal Notices	\$0	\$0	\$0	\$0
SH 100-22-455 (Court Security)	Expenses	100-22-455-33120	Special Department Expense	(\$154)	\$0	(\$500)	\$0
SH 100-22-455 (Court Security)	Expenses	100-22-455-33350	Travel & Training Expense	(\$11,777)	(\$6,219)	(\$13,100)	(\$25,000)
SH 100-22-455 (Court Security)	Expenses	100-22-455-33351	Vehicle Fuel Costs	(\$3,209)	(\$4,567)	(\$4,000)	(\$5,000)
SH 100-22-455 (Court Security)	Expenses	100-22-455-33360	Motor Pool Expense	(\$10,885)	(\$9,622)	(\$12,000)	(\$16,237)
<b>Total Revenues</b>				\$548,181	\$584,117	\$779,291	\$757,454
<b>Total Expenses</b>				(\$548,189)	(\$584,117)	(\$767,757)	(\$757,963)
<b>Net Cost</b>				(\$8)	\$0	\$11,534	(\$509)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SH 100-22-445 (Boating Law Enforcement)	Revenues	100-22-445-15420	St: Boat Safety	\$197,296	\$132,315	\$131,065	\$131,065
SH 100-22-445 (Boating Law Enforcement)	Revenues	100-22-445-15421	St: Boat Grant	\$0	\$0	\$0	\$0
SH 100-22-445 (Boating Law Enforcement)	Revenues	100-22-445-15801	Ca Dept Of Boating & Waterways	\$0	\$0	\$109,850	\$109,850
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-21100	Permanent	(\$51,979)	(\$54,969)	(\$27,809)	(\$40,000)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-21120	Overtime	(\$24,535)	(\$28,298)	(\$60,350)	(\$44,919)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-21410	Holiday Pay	(\$3,195)	(\$3,395)	(\$1,724)	(\$4,000)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-22100	Other Employee Benefits	(\$6,461)	(\$5,561)	(\$2,824)	(\$2,824)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-22110	Health (Medical-Dental-Vision)	(\$15,536)	(\$12,126)	(\$6,712)	(\$10,000)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-22120	Pension	(\$11,043)	(\$11,151)	(\$6,111)	(\$10,000)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-30120	Uniform Allowance	\$0	\$0	\$0	\$0
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-30280	Telephone/Communications	\$0	\$0	\$0	\$0
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-30500	Workers' Comp Ins Expense	(\$1,248)	\$0	(\$1,309)	(\$1,309)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-30510	Liability Insurance Expense	(\$1,215)	(\$604)	(\$1,113)	(\$1,113)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-31200	Equip Maintenance & Repair	\$0	(\$65)	(\$1,000)	(\$1,000)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-32000	Office Expense	\$0	\$0	(\$214)	\$0
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-32010	TECHNOLOGY EXPENSES	\$0	\$0	\$0	\$0
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-32030	Copier Pool	\$0	\$0	\$0	\$0
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-32860	Rents & Leases - Other	(\$5,400)	(\$5,400)	(\$5,400)	(\$5,400)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-33120	Special Department Expense	\$0	\$0	\$0	\$0
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-33350	Travel & Training Expense	\$0	\$0	(\$8,000)	(\$2,000)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-33351	Vehicle Fuel Costs	(\$3,056)	(\$2,959)	(\$2,500)	(\$2,500)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-33352	Boat Fuel Costs	(\$176)	\$0	(\$1,500)	(\$1,500)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-33360	Motor Pool Expense	(\$6,070)	(\$4,257)	(\$4,000)	(\$4,000)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-33600	Utilities	(\$203)	(\$210)	(\$500)	(\$500)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-53030	Capital Equipment, \$5,000+	\$0	\$0	(\$109,850)	(\$109,850)
SH 100-22-445 (Boating Law Enforcement)	Expenses	100-22-445-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$197,296	\$132,315	\$240,915	\$240,915
<b>Total Expenses</b>				(\$130,118)	(\$128,994)	(\$240,915)	(\$240,915)
<b>Net Cost</b>				\$67,178	\$3,321	(\$0)	\$0

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SH 100-27-450 (Search and Rescue)	Revenues	100-27-450-16260	Sar Recovery Fees	\$0	\$0	\$0	\$0
SH 100-27-450 (Search and Rescue)	Revenues	100-27-450-17020	Prior Year Revenue	\$0	\$0	\$0	\$0
SH 100-27-450 (Search and Rescue)	Revenues	100-27-450-17050	Donations & Contributions	\$0	\$0	\$0	\$0
SH 100-27-450 (Search and Rescue)	Expenses	100-27-450-30280	Telephone/Communications	(\$5,443)	(\$5,513)	(\$6,000)	(\$6,000)
SH 100-27-450 (Search and Rescue)	Expenses	100-27-450-30300	Food Expenses	(\$1,199)	(\$1,602)	(\$3,475)	(\$3,500)
SH 100-27-450 (Search and Rescue)	Expenses	100-27-450-31200	Equip Maintenance & Repair	(\$4,193)	(\$2,022)	(\$4,000)	(\$4,000)
SH 100-27-450 (Search and Rescue)	Expenses	100-27-450-31400	Building/Land Maint & Repair	\$0	\$0	\$0	\$0
SH 100-27-450 (Search and Rescue)	Expenses	100-27-450-32950	Rents & Leases - Real Property	\$0	\$0	\$0	\$0
SH 100-27-450 (Search and Rescue)	Expenses	100-27-450-33120	Special Department Expense	(\$1,975)	(\$2,258)	(\$3,000)	(\$3,000)
SH 100-27-450 (Search and Rescue)	Expenses	100-27-450-33350	Travel & Training Expense	(\$1,080)	(\$9,838)	(\$10,000)	(\$9,832)
SH 100-27-450 (Search and Rescue)	Expenses	100-27-450-33351	Vehicle Fuel Costs	(\$2,128)	(\$1,744)	(\$5,157)	(\$8,000)
SH 100-27-450 (Search and Rescue)	Expenses	100-27-450-33360	Motor Pool Expense	(\$3,889)	(\$4,499)	(\$7,700)	(\$5,000)
<b>Total Revenues</b>				\$0	\$0	\$0	\$0
<b>Total Expenses</b>				(\$19,908)	(\$27,476)	(\$39,332)	(\$39,332)
<b>Net Cost</b>				(\$19,908)	(\$27,476)	(\$39,332)	(\$39,332)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
AN 726-27-000 (Spray Neuter/Animal Welfare)	Revenues	726-27-000-1701	Miscellaneous Revenue	\$0	\$1,170	\$0	\$1,000
AN 726-27-000 (Spray Neuter/Animal Welfare)	Expenses	726-27-000-2001	Expenditures	\$0	(\$2,987)	(\$2,000)	(\$2,000)
<b>Total Revenues</b>				\$0	\$1,170	\$0	\$1,000
<b>Total Expenses</b>				\$0	(\$2,987)	(\$2,000)	(\$2,000)
<b>Net Cost</b>				\$0	(\$1,817)	(\$2,000)	(\$1,000)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
CA 142-22-440 (Homeland Security OES)	OEM Revenues	142-22-440-15015	Homeland Security Grant	\$88,712	\$89,221	\$265,450	\$0
CA 142-22-440 (Homeland Security OES)	OEM Expenses	142-22-440-20010	Expenditures	(\$93,708)	\$2,240	(\$265,450)	\$0
<b>Total Revenues</b>				\$88,712	\$89,221	\$265,450	\$0
<b>Total Expenses</b>				(\$93,708)	\$2,240	(\$265,450)	\$0
<b>Net Cost</b>				(\$4,996)	\$91,461	\$0	\$0



Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
DA 106-21-430 (CalMet Program)	Revenues	106-21-430-15530	Fed: Oes Marijuana Grant (Dea-	\$0	\$0	\$0	\$0
DA 106-21-430 (CalMet Program)	Revenues	106-21-430-15802	Fed: Oes Cal-Mmet Grant	\$123,060	\$123,060	\$125,000	\$125,000
DA 106-21-430 (CalMet Program)	Revenues	106-21-430-15819	Fed: Misc Fed Grants	\$0	\$0	\$0	\$0
DA 106-21-430 (CalMet Program)	Revenues	106-21-430-15900	Oth: Other Govt Agencies	\$0	\$0	\$0	\$0
DA 106-21-430 (CalMet Program)	Revenues	106-21-430-18100	Operating Transfers In	\$0	\$0	\$0	\$0
DA 106-21-430 (CalMet Program)	Expenses	106-21-430-21100	Permanent	(\$20,000)	(\$20,000)	\$0	(\$20,000)
DA 106-21-430 (CalMet Program)	Expenses	106-21-430-21120	Overtime	\$0	(\$3,000)	\$0	(\$3,000)
DA 106-21-430 (CalMet Program)	Expenses	106-21-430-22100	Other Employee Benefits	(\$32,000)	(\$32,000)	\$0	(\$32,000)
DA 106-21-430 (CalMet Program)	Expenses	106-21-430-22110	Health (Medical-Dental-Vision)	\$0	\$0	\$0	\$0
DA 106-21-430 (CalMet Program)	Expenses	106-21-430-22120	Pension	\$0	\$0	\$0	\$0
DA 106-21-430 (CalMet Program)	Expenses	106-21-430-30280	Telephone/Communications	\$0	\$0	\$0	\$0
DA 106-21-430 (CalMet Program)	Expenses	106-21-430-32000	Office Expense	(\$10,636)	(\$5,845)	(\$8,675)	(\$5,000)
DA 106-21-430 (CalMet Program)	Expenses	106-21-430-32010	TECHNOLOGY EXPENSES	\$0	\$0	\$0	\$0
DA 106-21-430 (CalMet Program)	Expenses	106-21-430-32030	Copier Pool	\$0	\$0	\$0	\$0
DA 106-21-430 (CalMet Program)	Expenses	106-21-430-32950	Rents & Leases - Real Property	(\$51,325)	\$0	\$0	\$0
DA 106-21-430 (CalMet Program)	Expenses	106-21-430-33120	Special Department Expense	(\$675)	(\$3,840)	(\$5,000)	(\$5,000)
DA 106-21-430 (CalMet Program)	Expenses	106-21-430-33141	Confidential Funds	(\$10,643)	\$0	(\$5,000)	(\$5,000)
DA 106-21-430 (CalMet Program)	Expenses	106-21-430-53030	Capital Equipment, \$5,000+	\$0	\$0	\$0	\$0
DA 106-21-430 (CalMet Program)	Expenses	106-21-430-60100	Operating Transfers Out	\$0	(\$51,325)	(\$106,325)	\$0
DA 106-21-430 (CalMet Program)	Expenses	106-21-430-60110	Civic Center Rent	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$123,060	\$123,060	\$125,000	\$125,000
<b>Total Expenses</b>				(\$125,279)	(\$116,010)	(\$125,000)	(\$70,000)
<b>Net Cost</b>				(\$2,219)	\$7,050	\$0	\$55,000

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
DA 155-21-430 (DA Diversion Program)	Revenues	155-21-430-16051	Da Diversion Filing Fees	\$10,750	\$11,510	\$7,000	\$7,000
DA 155-21-430 (DA Diversion Program)	Expenses	155-21-430-33120	Special Department Expense	(\$4,175)	(\$3,675)	(\$7,000)	(\$7,000)
<b>Total Revenues</b>				\$10,750	\$11,510	\$7,000	\$7,000
<b>Total Expenses</b>				(\$4,175)	(\$3,675)	(\$7,000)	(\$7,000)
<b>Net Cost</b>				\$6,575	\$7,835	\$0	\$0

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PR 680-23-520 (Probation CCP 2011)	Revenues	680-23-520-14010	Interest Income	\$7,857	\$10,812	\$0	\$0
PR 680-23-520 (Probation CCP 2011)	Revenues	680-23-520-15437	Realignment Backfill Support	\$44,806	\$0	\$0	\$0
PR 680-23-520 (Probation CCP 2011)	Revenues	680-23-520-15443	St: 2011 Realignment	\$0	\$0	\$0	\$0
PR 680-23-520 (Probation CCP 2011)	Revenues	680-23-520-15453	St: 2011 Realignment-CCP SB1020	\$774,512	\$999,504	\$976,722	\$1,013,405
PR 680-23-520 (Probation CCP 2011)	Revenues	680-23-520-18100	Operating Transfers In	\$0	\$0	\$0	\$0
PR 680-23-520 (Probation CCP 2011)	Expenses	680-23-520-21100	Permanent	(\$248,548)	(\$260,976)	(\$279,244)	(\$298,791)
PR 680-23-520 (Probation CCP 2011)	Expenses	680-23-520-22100	Other Employee Benefits	(\$52,032)	(\$54,633)	(\$54,633)	(\$54,633)
PR 680-23-520 (Probation CCP 2011)	Expenses	680-23-520-22110	Health (Medical-Dental-Vision)	(\$61,520)	(\$64,596)	(\$64,596)	(\$64,596)
PR 680-23-520 (Probation CCP 2011)	Expenses	680-23-520-22120	Pension	(\$82,620)	(\$86,751)	(\$86,751)	(\$86,751)
PR 680-23-520 (Probation CCP 2011)	Expenses	680-23-520-30110	Clothing/Personal Supplies	\$0	\$0	\$0	\$0
PR 680-23-520 (Probation CCP 2011)	Expenses	680-23-520-31530	Medical/Dental & Lab Supplies	(\$40,000)	(\$40,000)	(\$40,000)	(\$40,000)
PR 680-23-520 (Probation CCP 2011)	Expenses	680-23-520-32030	Copier Pool	\$0	\$0	\$0	\$0
PR 680-23-520 (Probation CCP 2011)	Expenses	680-23-520-32500	Professional & Specialized Ser	(\$44,359)	(\$124,253)	(\$183,200)	(\$190,700)
PR 680-23-520 (Probation CCP 2011)	Expenses	680-23-520-33120	Special Department Expense	\$0	\$0	\$0	\$0
PR 680-23-520 (Probation CCP 2011)	Expenses	680-23-520-60100	Operating Transfers Out	(\$25,000)	(\$25,000)	(\$25,000)	(\$125,000)
PR 680-23-520 (Probation CCP 2011)	Expenses	680-23-520-60110	Civic Center Rent	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$827,175	\$1,010,316	\$976,722	\$1,013,405
<b>Total Expenses</b>				(\$554,079)	(\$656,209)	(\$733,424)	(\$860,471)
<b>Net Cost</b>				\$273,095	\$354,107	\$243,298	\$152,934

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PR 681-23-500 (Probation YOBG 2011)	Revenues	681-23-500-14010	Interest Income	\$6,332	\$6,803	\$0	\$0
PR 681-23-500 (Probation YOBG 2011)	Revenues	681-23-500-15443	St: 2011 Realignment	\$0	\$0	\$0	\$0
PR 681-23-500 (Probation YOBG 2011)	Revenues	681-23-500-15452	St: 2011 Realignment-YOBG	\$146,749	\$140,992	\$137,229	\$119,616
PR 681-23-500 (Probation YOBG 2011)	Revenues	681-23-500-18100	Operating Transfers In	\$0	\$0	\$0	\$0
PR 681-23-500 (Probation YOBG 2011)	Expenses	681-23-500-21100	Permanent	(\$16,250)	(\$16,250)	(\$16,250)	(\$16,250)
PR 681-23-500 (Probation YOBG 2011)	Expenses	681-23-500-22100	Other Employee Benefits	(\$16,250)	(\$5,907)	\$0	\$0
PR 681-23-500 (Probation YOBG 2011)	Expenses	681-23-500-22110	Health (Medical-Dental-Vision)	\$0	(\$10,343)	(\$16,250)	(\$16,250)
PR 681-23-500 (Probation YOBG 2011)	Expenses	681-23-500-30110	Clothing/Personal Supplies	\$0	\$0	\$0	\$0
PR 681-23-500 (Probation YOBG 2011)	Expenses	681-23-500-32020	Technology Expense-Software Licenses	\$0	(\$32,025)	(\$2,000)	(\$10,708)
PR 681-23-500 (Probation YOBG 2011)	Expenses	681-23-500-32260	Medical/Dental Services	\$0	(\$4,620)	(\$10,000)	(\$10,000)
PR 681-23-500 (Probation YOBG 2011)	Expenses	681-23-500-32500	Professional & Specialized Ser	(\$2,000)	(\$2,000)	(\$7,500)	(\$12,500)
PR 681-23-500 (Probation YOBG 2011)	Expenses	681-23-500-33120	Special Department Expense	\$0	(\$33,664)	(\$30,000)	(\$22,500)
PR 681-23-500 (Probation YOBG 2011)	Expenses	681-23-500-41100	Support & Care Of Persons	(\$570)	(\$3,136)	(\$30,000)	(\$30,000)
PR 681-23-500 (Probation YOBG 2011)	Expenses	681-23-500-60100	Operating Transfers Out	\$0	(\$3,000)	(\$17,000)	(\$20,000)
<b>Total Revenues</b>				\$153,081	\$147,795	\$137,229	\$119,616
<b>Total Expenses</b>				(\$35,070)	(\$110,946)	(\$129,000)	(\$138,208)
<b>Net Cost</b>				\$118,011	\$36,850	\$8,229	(\$18,592)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PR 682-23-520 (Probation SB 678 2011)	Revenues	682-23-520-14010	Interest Income	\$13,033	\$13,151	\$0	\$0
PR 682-23-520 (Probation SB 678 2011)	Revenues	682-23-520-15443	St: 2011 Realignment	\$0	\$0	\$0	\$0
PR 682-23-520 (Probation SB 678 2011)	Revenues	682-23-520-15454	St: SB678 Performance Incentive	\$257,466	\$257,466	\$227,576	\$257,466
PR 682-23-520 (Probation SB 678 2011)	Revenues	682-23-520-18100	Operating Transfers In	\$0	\$0	\$0	\$0
PR 682-23-520 (Probation SB 678 2011)	Expenses	682-23-520-21100	Permanent	\$0	(\$42,046)	(\$42,046)	(\$59,412)
PR 682-23-520 (Probation SB 678 2011)	Expenses	682-23-520-22100	Other Employee Benefits	\$0	\$0	\$0	\$0
PR 682-23-520 (Probation SB 678 2011)	Expenses	682-23-520-22110	Health (Medical-Dental-Vision)	\$0	(\$22,084)	(\$22,084)	(\$24,291)
PR 682-23-520 (Probation SB 678 2011)	Expenses	682-23-520-30120	Uniform Allowance	(\$4,384)	(\$8,983)	(\$10,000)	(\$10,000)
PR 682-23-520 (Probation SB 678 2011)	Expenses	682-23-520-30280	Telephone/Communications	\$0	\$0	\$0	\$0
PR 682-23-520 (Probation SB 678 2011)	Expenses	682-23-520-32000	Office Expense	(\$4,778)	(\$750)	(\$10,000)	(\$10,000)
PR 682-23-520 (Probation SB 678 2011)	Expenses	682-23-520-32010	TECHNOLOGY EXPENSES	\$0	\$0	\$0	\$0
PR 682-23-520 (Probation SB 678 2011)	Expenses	682-23-520-32020	Technology Expense-Software Licenses	\$0	(\$70,000)	\$0	(\$29,025)
PR 682-23-520 (Probation SB 678 2011)	Expenses	682-23-520-32030	Copier Pool	\$0	\$0	\$0	\$0
PR 682-23-520 (Probation SB 678 2011)	Expenses	682-23-520-32500	Professional & Specialized Ser	(\$24,366)	(\$21,313)	(\$50,000)	(\$40,000)
PR 682-23-520 (Probation SB 678 2011)	Expenses	682-23-520-33120	Special Department Expense	(\$26,813)	(\$38,276)	(\$25,000)	(\$32,500)
PR 682-23-520 (Probation SB 678 2011)	Expenses	682-23-520-33350	Travel & Training Expense	\$0	(\$11,167)	(\$20,000)	(\$20,000)
PR 682-23-520 (Probation SB 678 2011)	Expenses	682-23-520-60100	Operating Transfers Out	(\$100,000)	(\$127,427)	(\$128,000)	(\$100,000)
PR 682-23-520 (Probation SB 678 2011)	Expenses	682-23-520-60110	Civic Center Rent	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$270,499	\$270,617	\$227,576	\$257,466
<b>Total Expenses</b>				(\$160,341)	(\$342,046)	(\$307,130)	(\$325,228)
<b>Net Cost</b>				\$110,159	(\$71,429)	(\$79,554)	(\$67,762)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	actuals	Adopted Budget	Preliminary Budget
PR 683-23-500 (Probation JJCPA 2011)	Revenues	683-23-500-14010	Interest Income	\$1,645	\$1,813	\$0	\$0
PR 683-23-500 (Probation JJCPA 2011)	Revenues	683-23-500-15437	Realignment Backfill Support	\$7,274	\$0	\$0	\$0
PR 683-23-500 (Probation JJCPA 2011)	Revenues	683-23-500-15443	St: 2011 Realignment	\$56,965	\$58,292	\$63,199	\$67,016
PR 683-23-500 (Probation JJCPA 2011)	Revenues	683-23-500-18100	Operating Transfers In	\$0	\$0	\$0	\$0
PR 683-23-500 (Probation JJCPA 2011)	Expenses	683-23-500-21100	Permanent	(\$16,326)	(\$16,326)	(\$16,326)	(\$19,591)
PR 683-23-500 (Probation JJCPA 2011)	Expenses	683-23-500-22100	Other Employee Benefits	(\$16,326)	(\$16,326)	(\$16,326)	\$0
PR 683-23-500 (Probation JJCPA 2011)	Expenses	683-23-500-22110	Health (Medical-Dental-Vision)	\$0	\$0	\$0	(\$6,530)
PR 683-23-500 (Probation JJCPA 2011)	Expenses	683-23-500-22120	Pension	\$0	\$0	\$0	(\$13,061)
PR 683-23-500 (Probation JJCPA 2011)	Expenses	683-23-500-33120	Special Department Expense	(\$70)	\$0	\$0	\$0
PR 683-23-500 (Probation JJCPA 2011)	Expenses	683-23-500-33134	Special Department Expense	\$0	(\$6,013)	(\$15,360)	(\$27,834)
PR 683-23-500 (Probation JJCPA 2011)	Expenses	683-23-500-60110	Civic Center Rent	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$65,883	\$60,105	\$63,199	\$67,016
<b>Total Expenses</b>				(\$32,722)	(\$38,665)	(\$48,012)	(\$67,016)
<b>Net Cost</b>				\$33,162	\$21,441	\$15,187	\$0

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PR 684-23-520 (Probation PRCS 2011)	Revenues	684-23-520-14010	Interest Income	\$1,600	\$1,617	\$0	\$0
PR 684-23-520 (Probation PRCS 2011)	Revenues	684-23-520-15443	St: 2011 Realignment	\$0	\$0	\$0	\$0
PR 684-23-520 (Probation PRCS 2011)	Revenues	684-23-520-15451	St: 2011 Realignment PCRS	\$10,288	\$10,250	\$10,250	\$10,250
PR 684-23-520 (Probation PRCS 2011)	Revenues	684-23-520-18100	Operating Transfers In	\$0	\$0	\$0	\$0
PR 684-23-520 (Probation PRCS 2011)	Expenses	684-23-520-33120	Special Department Expense	\$0	\$0	(\$10,250)	(\$10,250)
PR 684-23-520 (Probation PRCS 2011)	Expenses	684-23-520-60110	Civic Center Rent	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$11,888	\$11,867	\$10,250	\$10,250
<b>Total Expenses</b>				\$0	\$0	(\$10,250)	(\$10,250)
<b>Net Cost</b>				\$11,888	\$11,867	\$0	\$0

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PR 685-23-520 (Probation BSCC 2011)	Revenues	685-23-520-14010	Interest Income	\$5,097	\$4,863	\$0	\$0
PR 685-23-520 (Probation BSCC 2011)	Revenues	685-23-520-15443	St: 2011 Realignment	\$0	\$0	\$0	\$0
PR 685-23-520 (Probation BSCC 2011)	Revenues	685-23-520-15455	St: 2011 Realignment BSCC AB109 \$100,000	\$100,000	\$100,000	\$100,000	\$100,000
PR 685-23-520 (Probation BSCC 2011)	Revenues	685-23-520-18100	Operating Transfers In	\$0	\$0	\$0	\$0
PR 685-23-520 (Probation BSCC 2011)	Expenses	685-23-520-60100	Operating Transfers Out	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)
<b>Total Revenues</b>				\$105,097	\$104,863	\$100,000	\$100,000
<b>Total Expenses</b>				(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)
<b>Net Cost</b>				\$5,097	\$4,863	\$0	\$0



Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PR 686-23-500 (Probation Juvenile Activities)	Revenues	686-23-500-14010	Interest Income	\$889	\$1,243	\$0	\$0
PR 686-23-500 (Probation Juvenile Activities)	Revenues	686-23-500-15299	St: Juvenile Justice	\$16,897	\$17,389	\$18,887	\$19,759
PR 686-23-500 (Probation Juvenile Activities)	Revenues	686-23-500-18010	Sale Of Surplus Assets	\$0	\$0	\$0	\$0
PR 686-23-500 (Probation Juvenile Activities)	Revenues	686-23-500-18100	Operating Transfers In	\$0	\$0	\$0	\$0
PR 686-23-500 (Probation Juvenile Activities)	Expenses	686-23-500-33120	Special Department Expense	(\$523)	(\$1,138)	(\$18,887)	(\$19,759)
PR 686-23-500 (Probation Juvenile Activities)	Expenses	686-23-500-60110	Civic Center Rent	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$17,787	\$18,632	\$18,887	\$19,759
<b>Total Expenses</b>				(\$523)	(\$1,138)	(\$18,887)	(\$19,759)
<b>Net Cost</b>				\$17,263	\$17,494	\$0	\$0

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PR 688-23-520 (Drug Court Grant)	Revenues	688-23-520-14010	Interest Income	\$0	\$0	\$0	\$0
PR 688-23-520 (Drug Court Grant)	Revenues	688-23-520-15625	Fed: Drug Court Grant	\$52,696	\$22,820	\$62,500	\$0
PR 688-23-520 (Drug Court Grant)	Revenues	688-23-520-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
PR 688-23-520 (Drug Court Grant)	Expenses	688-23-520-21100	Permanent	(\$25,872)	(\$9,787)	(\$20,938)	\$0
PR 688-23-520 (Drug Court Grant)	Expenses	688-23-520-22100	Other Employee Benefits	(\$16,725)	(\$6,588)	(\$11,041)	\$0
PR 688-23-520 (Drug Court Grant)	Expenses	688-23-520-32000	Office Expense	(\$1,882)	(\$2,723)	(\$13,465)	\$0
PR 688-23-520 (Drug Court Grant)	Expenses	688-23-520-32030	Copier Pool	\$0	\$0	\$0	\$0
PR 688-23-520 (Drug Court Grant)	Expenses	688-23-520-32500	Professional & Specialized Ser	\$0	\$0	(\$2,270)	\$0
PR 688-23-520 (Drug Court Grant)	Expenses	688-23-520-33120	Special Department Expense	(\$7,483)	(\$4,126)	(\$6,672)	\$0
PR 688-23-520 (Drug Court Grant)	Expenses	688-23-520-33350	Travel & Training Expense	\$0	(\$2,217)	(\$4,863)	\$0
PR 688-23-520 (Drug Court Grant)	Expenses	688-23-520-33360	Motor Pool Expense	(\$734)	(\$71)	(\$3,251)	\$0
<b>Total Revenues</b>				\$52,696	\$22,820	\$62,500	\$0
<b>Total Expenses</b>				(\$52,696)	(\$25,513)	(\$62,500)	\$0
<b>Net Cost</b>				\$0	(\$2,693)	\$0	\$0

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PR 690-00/23/10-500 (Local Innovation 2011 Realignment)	Revenues	690-23-500-15480	St: 2011 Realignment Local Innovation Subaccount	\$0	\$0	\$0	\$0
PR 690-00/23/10-500 (Local Innovation 2011 Realignment)	Revenues	690-23-520-14010	Interest Income	\$0	\$0	\$0	\$0
PR 690-00/23/10-500 (Local Innovation 2011 Realignment)	Revenues	690-23-520-15480	St: 2011 Realignment Local Innovation Subaccount	\$0	\$0	\$6,144	\$1,000
PR 690-00/23/10-500 (Local Innovation 2011 Realignment)	Revenues	690-23-520-18100	Operating Transfers In	\$0	\$0	\$0	\$0
PR 690-00/23/10-500 (Local Innovation 2011 Realignment)	Expenses	690-23-520-33120	Special Department Expense	\$0	\$0	(\$50,000)	(\$50,000)
PR 690-00/23/10-500 (Local Innovation 2011 Realignment)	Expenses	690-23-520-60100	Operating Transfers Out	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$0	\$0	\$6,144	\$1,000
<b>Total Expenses</b>				\$0	\$0	(\$50,000)	(\$50,000)
<b>Net Cost</b>				\$0	\$0	(\$43,856)	(\$49,000)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PR 184-23-520 (Public Health and Safety Grant Revenues		184-23-520-14010	Interest Income	\$0	(\$207)	\$0	\$0
PR 184-23-520 (Public Health and Safety Grant Revenues		184-23-520-15498	St: Misc State Revenue	\$8,135	\$113,258	\$296,908	\$302,482
PR 184-23-520 (Public Health and Safety Grant Expenses		184-23-520-21100	Permanent	\$0	(\$13,029)	(\$44,790)	(\$44,790)
PR 184-23-520 (Public Health and Safety Grant Expenses		184-23-520-22100	Other Employee Benefits	\$0	(\$6,205)	(\$21,214)	(\$21,214)
PR 184-23-520 (Public Health and Safety Grant Expenses		184-23-520-32500	Professional & Specialized Ser	\$0	(\$135,192)	(\$218,200)	(\$223,774)
PR 184-23-520 (Public Health and Safety Grant Expenses		184-23-520-33120	Special Department Expense	(\$8,135)	(\$4,249)	(\$12,704)	(\$12,704)
<b>Total Revenues</b>				\$8,135	\$113,051	\$296,908	\$302,482
<b>Total Expenses</b>				(\$8,135)	(\$158,675)	(\$296,908)	(\$302,482)
<b>Net Cost</b>				(\$0)	(\$45,624)	\$0	\$0

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PR 691-23-520 (Pretrial Release Program)	Revenues	691-23-520-14010	Interest Income	\$0	(\$109)	\$0	\$0
PR 691-23-520 (Pretrial Release Program)	Revenues	691-23-520-15457	St: SB 129 Pretrial Release Program	\$0	\$93,544	\$329,601	\$253,759
PR 691-23-520 (Pretrial Release Program)	Expenses	691-23-520-21100	Permanent	\$0	(\$31,853)	(\$95,095)	(\$123,395)
PR 691-23-520 (Pretrial Release Program)	Expenses	691-23-520-22100	Other Employee Benefits	\$0	(\$13,040)	(\$9,398)	(\$7,961)
PR 691-23-520 (Pretrial Release Program)	Expenses	691-23-520-22110	Health (Medical-Dental-Vision)	\$0	(\$4,545)	(\$29,232)	(\$39,805)
PR 691-23-520 (Pretrial Release Program)	Expenses	691-23-520-22120	Pension	\$0	(\$3,606)	(\$21,188)	(\$27,863)
PR 691-23-520 (Pretrial Release Program)	Expenses	691-23-520-32010	TECHNOLOGY EXPENSES	\$0	(\$40,500)	\$0	\$0
PR 691-23-520 (Pretrial Release Program)	Expenses	691-23-520-32020	Technology Expense-Software Licenses	\$0	\$0	(\$116,555)	(\$13,500)
PR 691-23-520 (Pretrial Release Program)	Expenses	691-23-520-32500	Professional & Specialized Ser	\$0	\$0	(\$36,862)	(\$35,968)
PR 691-23-520 (Pretrial Release Program)	Expenses	691-23-520-32950	Rents & Leases - Real Property	\$0	\$0	(\$7,200)	(\$1,000)
PR 691-23-520 (Pretrial Release Program)	Expenses	691-23-520-33120	Special Department Expense	\$0	\$0	(\$1,300)	(\$2,993)
PR 691-23-520 (Pretrial Release Program)	Expenses	691-23-520-33360	Motor Pool Expense	\$0	\$0	(\$3,600)	(\$1,275)
PR 691-23-520 (Pretrial Release Program)	Expenses	691-23-520-53030	Capital Equipment, \$5,000+	\$0	\$0	(\$9,171)	\$0
<b>Total Revenues</b>				\$0	\$93,435	\$329,601	\$253,759
<b>Total Expenses</b>				\$0	(\$93,544)	(\$329,601)	(\$253,759)
<b>Net Cost</b>				\$0	(\$109)	(\$0)	\$0

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PR 695-23-500 (SB 823)	Revenues	695-23-500-14010	Interest Income	\$0	\$2,658	\$0	\$0
PR 695-23-500 (SB 823)	Revenues	695-23-500-15450	St: BB 823 Juv Justice Realignment Block Grant	\$0	\$250,000	\$250,000	\$250,000
PR 695-23-500 (SB 823)	Expenses	695-23-500-32360	Consulting Services	\$0	\$0	\$0	(\$1,250)
PR 695-23-500 (SB 823)	Expenses	695-23-500-32450	Contract Services	\$0	\$0	\$0	\$0
PR 695-23-500 (SB 823)	Expenses	695-23-500-60110	Civic Center Rent	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$0	\$252,658	\$250,000	\$250,000
<b>Total Expenses</b>				\$0	\$0	\$0	(\$1,250)
<b>Net Cost</b>				\$0	\$252,658	\$250,000	\$248,750

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SH 145-22-440 (Off Highway Vehicle Fund)	Revenues	145-22-440-12030	Off-Hwy Vehicle License Fees	\$17,766	\$15,547	\$16,340	\$16,340
SH 145-22-440 (Off Highway Vehicle Fund)	Revenues	145-22-440-14010	Interest Income	\$490	\$506	\$0	\$0
SH 145-22-440 (Off Highway Vehicle Fund)	Revenues	145-22-440-15410	St: Off-Hwy Vehicle Grant	\$26,416	\$34,710	\$33,175	\$36,548
SH 145-22-440 (Off Highway Vehicle Fund)	Revenues	145-22-440-18010	Sale Of Surplus Assets	\$0	\$0	\$0	\$0
SH 145-22-440 (Off Highway Vehicle Fund)	Revenues	145-22-440-18100	Operating Transfers In	\$0	\$0	\$0	\$0
SH 145-22-440 (Off Highway Vehicle Fund)	Expenses	145-22-440-21100	Permanent	\$0	(\$11,170)	\$0	\$0
SH 145-22-440 (Off Highway Vehicle Fund)	Expenses	145-22-440-21120	Overtime	(\$10,894)	(\$14,821)	(\$37,626)	(\$37,188)
SH 145-22-440 (Off Highway Vehicle Fund)	Expenses	145-22-440-21410	Holiday Pay	\$0	(\$680)	\$0	\$0
SH 145-22-440 (Off Highway Vehicle Fund)	Expenses	145-22-440-22100	Other Employee Benefits	\$0	(\$1,522)	\$0	\$0
SH 145-22-440 (Off Highway Vehicle Fund)	Expenses	145-22-440-22110	Health (Medical-Dental-Vision)	\$0	(\$2,148)	\$0	\$0
SH 145-22-440 (Off Highway Vehicle Fund)	Expenses	145-22-440-22120	Pension	\$0	(\$2,090)	\$0	\$0
SH 145-22-440 (Off Highway Vehicle Fund)	Expenses	145-22-440-31200	Equip Maintenance & Repair	(\$4,270)	(\$4,512)	(\$5,000)	(\$8,300)
SH 145-22-440 (Off Highway Vehicle Fund)	Expenses	145-22-440-32950	Rents & Leases - Real Property	(\$5,400)	(\$5,400)	(\$5,400)	(\$5,400)
SH 145-22-440 (Off Highway Vehicle Fund)	Expenses	145-22-440-33351	Vehicle Fuel Costs	(\$123)	(\$501)	(\$745)	(\$1,300)
SH 145-22-440 (Off Highway Vehicle Fund)	Expenses	145-22-440-33360	Motor Pool Expense	\$0	\$0	(\$744)	(\$700)
SH 145-22-440 (Off Highway Vehicle Fund)	Expenses	145-22-440-33600	Utilities	\$0	\$0	\$0	\$0
SH 145-22-440 (Off Highway Vehicle Fund)	Expenses	145-22-440-53030	Capital Equipment, \$5,000+	\$0	\$0	\$0	\$0
SH 145-22-440 (Off Highway Vehicle Fund)	Expenses	145-22-440-60110	Civic Center Rent	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$44,671	\$50,762	\$49,515	\$52,888
<b>Total Expenses</b>				(\$20,687)	(\$42,844)	(\$49,515)	(\$52,888)
<b>Net Cost</b>				\$23,985	\$7,918	\$0	\$0

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SH 146-22-455 (Court Security 2011 Realignment)	Revenues	146-22-455-14010	Interest Income	\$10,604	\$10,041	\$0	\$0
SH 146-22-455 (Court Security 2011 Realignment)	Revenues	146-22-455-15437	Realignment Backfill Support	\$33,748	\$0	\$0	\$0
SH 146-22-455 (Court Security 2011 Realignment)	Revenues	146-22-455-15443	St: 2011 Realignment	\$583,372	\$609,182	\$606,128	\$618,770
SH 146-22-455 (Court Security 2011 Realignment)	Revenues	146-22-455-18100	Operating Transfers In	\$0	\$0	\$0	\$0
SH 146-22-455 (Court Security 2011 Realignment)	Expenses	146-22-455-60100	Operating Transfers Out	(\$612,235)	(\$657,714)	(\$779,291)	(\$757,454)
<b>Total Revenues</b>				\$627,724	\$619,223	\$606,128	\$618,770
<b>Total Expenses</b>				(\$612,235)	(\$657,714)	(\$779,291)	(\$757,454)
<b>Net Cost</b>				\$15,489	(\$38,491)	(\$173,163)	(\$138,684)



Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	actuals	Adopted Budget	Preliminary Budget
SH 720-23-000 (Inmate Welfare Trust)	Revenues	720-23-460-14010	Interest Income	\$0	\$0	\$0	\$0
SH 720-23-000 (Inmate Welfare Trust)	Revenues	720-23-460-17010	Miscellaneous Revenue	\$459	\$26,781	\$37,500	\$27,000
SH 720-23-000 (Inmate Welfare Trust)	Revenues	720-23-460-18100	Operating Transfers In	\$0	\$0	\$0	\$0
SH 720-23-000 (Inmate Welfare Trust)	Expenses	720-23-460-20010	Expenditures	\$0	(\$16,503)	(\$18,000)	(\$18,000)
SH 720-23-000 (Inmate Welfare Trust)	Expenses	720-23-460-30286	Telephone/Communications-Inmate Welfare	\$0	(\$2,852)	(\$3,000)	(\$3,000)
SH 720-23-000 (Inmate Welfare Trust)	Expenses	720-23-460-31206	Equip Maintenance & Repair-Inmate Welfare	\$0	(\$406)	(\$500)	(\$500)
SH 720-23-000 (Inmate Welfare Trust)	Expenses	720-23-460-31406	Building/Land Maint & Repair-Inmate Welfare	\$0	\$0	(\$200)	(\$200)
SH 720-23-000 (Inmate Welfare Trust)	Expenses	720-23-460-32506	Professional & Specialized Ser-Inmate Welfare	\$0	(\$254)	(\$500)	(\$500)
SH 720-23-000 (Inmate Welfare Trust)	Expenses	720-23-460-32800	Publications & Legal Notices	\$0	\$0	\$0	\$0
SH 720-23-000 (Inmate Welfare Trust)	Expenses	720-23-460-33016	Small Tools & Instruments-Inmate Welfare	\$0	(\$95)	(\$300)	(\$300)
SH 720-23-000 (Inmate Welfare Trust)	Expenses	720-23-460-33126	Spec Dept-Inmate Welfare	\$0	(\$13,799)	(\$15,000)	(\$15,000)
<b>Total Revenues</b>				\$459	\$26,781	\$37,500	\$27,000
<b>Total Expenses</b>				\$0	(\$33,910)	(\$37,500)	(\$37,500)
<b>Net Cost</b>				\$459	(\$7,129)	\$0	(\$10,500)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
SH 147-23-460 (Medicated Assisted Treatment)	Revenues	147-23-460-14010	Interest Income	\$389	\$183	\$0	\$0
SH 147-23-460 (Medicated Assisted Treatment)	Revenues	147-23-460-15807	Medication-Assisted Treatment (MAT) Grant (SAMHSA)	\$0	\$50,000	\$0	\$0
SH 147-23-460 (Medicated Assisted Treatment)	Expenses	147-23-460-21100	Permanent	\$0	\$0	\$0	\$0
SH 147-23-460 (Medicated Assisted Treatment)	Expenses	147-23-460-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
SH 147-23-460 (Medicated Assisted Treatment)	Expenses	147-23-460-60100	Operating Transfers Out	(\$44,725)	(\$34,320)	(\$15,800)	\$0
<b>Total Revenues</b>				\$389	\$50,183	\$0	\$0
<b>Total Expenses</b>				(\$44,725)	(\$34,320)	(\$15,800)	\$0
<b>Net Cost</b>				(\$44,336)	\$15,863	(\$15,800)	\$0

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SH 140-22-440 (CalAIM PATH)	Revenues	140-22-440-14010	Interest Income	\$1	\$1	\$0	\$0
SH 140-22-440 (CalAIM PATH)	Revenues	140-22-440-15495	St: CalAIM PATH grant	\$0	\$0	\$50,000	\$0
SH 140-22-440 (CalAIM PATH)	Revenues	140-22-440-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
SH 140-22-440 (CalAIM PATH)	Expenses	140-22-440-20010	Expenditures	\$0	(\$102)	\$0	(\$50,000)
SH 140-22-440 (CalAIM PATH)	Expenses	140-22-440-60010	Description pending	\$0	\$0	\$0	\$0
SH 140-22-440 (CalAIM PATH)	Expenses	140-22-440-60100	Operating Transfers Out	\$0	\$0	(\$50,000)	\$0
<b>Total Revenues</b>				\$1	\$1	\$50,000	\$0
<b>Total Expenses</b>				\$0	(\$102)	(\$50,000)	(\$50,000)
<b>Net Cost</b>				\$1	(\$101)	\$0	(\$50,000)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SH 141-22-440 (Fingerprint)	Expenses	141-22-440-20010	Expenditures	(\$2,362)	(\$3,900)	\$0	\$0
<b>Total Revenues</b>				\$0	\$0	\$0	\$0
<b>Total Expenses</b>				(\$2,362)	(\$3,900)	\$0	\$0
<b>Net Cost</b>				(\$2,362)	(\$3,900)	\$0	\$0

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
SH 143-22-440 (Sheriff Wellness and Mental Health)	Revenues	143-22-440-1401	Interest Income	\$56	\$52	\$0	\$0
SH 143-22-440 (Sheriff Wellness and Mental Health)	Expenses	143-22-440-3250	Professional & Specialized Ser	\$0	\$0	\$0	(\$20,000)
<b>Total Revenues</b>				\$56	\$52	\$0	\$0
<b>Total Expenses</b>				\$0	\$0	\$0	(\$20,000)
<b>Net Cost</b>				\$56	\$52	\$0	(\$20,000)

Public Safety and Protection

Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
SH 144-22-440 (Mono ABX83 DNA ID)	Revenues	144-22-440-17010	Miscellaneous Revenue	\$30,283	\$23,425	\$0	\$0
SH 144-22-440 (Mono ABX83 DNA ID)	Expenses	144-22-440-20010	Expenditures	(\$5,196)	\$0	\$0	\$0
<b>Total Revenues</b>				\$30,283	\$23,425	\$0	\$0
<b>Total Expenses</b>				(\$5,196)	\$0	\$0	\$0
<b>Net Cost</b>				\$25,087	\$23,425	\$0	\$0

Roads and Infrastructure

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PW 100-17-720 (Engineering)	Revenues	100-17-720-16100	Engineering Services-Pw	\$7,060	\$5,856	\$10,000	\$10,000
PW 100-17-720 (Engineering)	Revenues	100-17-720-16240	Labor Reimbursement	\$212,680	\$169,730	\$100,000	\$60,000
PW 100-17-720 (Engineering)	Revenues	100-17-720-17020	Prior Year Revenue	\$0	\$0	\$0	\$0
PW 100-17-720 (Engineering)	Revenues	100-17-720-17150	Modernization/Micro-Graphic	\$0	\$0	\$0	\$0
PW 100-17-720 (Engineering)	Revenues	100-17-720-17300	Restitution	\$0	\$0	\$0	\$0
PW 100-17-720 (Engineering)	Expenses	100-17-720-21100	Permanent	(\$441,599)	(\$494,745)	(\$550,834)	(\$584,173)
PW 100-17-720 (Engineering)	Expenses	100-17-720-21104	Bilingual	\$0	\$0	\$0	(\$150)
PW 100-17-720 (Engineering)	Expenses	100-17-720-22100	Other Employee Benefits	(\$50,760)	(\$55,737)	(\$25,153)	\$0
PW 100-17-720 (Engineering)	Expenses	100-17-720-22101	Medicare	\$0	\$0	\$0	(\$8,473)
PW 100-17-720 (Engineering)	Expenses	100-17-720-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
PW 100-17-720 (Engineering)	Expenses	100-17-720-22103	401a Contributions	\$0	\$0	\$0	(\$10,543)
PW 100-17-720 (Engineering)	Expenses	100-17-720-22105	State Disability	\$0	\$0	\$0	(\$6,960)
PW 100-17-720 (Engineering)	Expenses	100-17-720-22106	Unemployment	\$0	\$0	\$0	(\$1,274)
PW 100-17-720 (Engineering)	Expenses	100-17-720-22109	Cellphone Stipends	\$0	\$0	\$0	(\$3,087)
PW 100-17-720 (Engineering)	Expenses	100-17-720-22110	Health (Medical-Dental-Vision)	(\$69,961)	(\$85,649)	(\$104,572)	(\$138,848)
PW 100-17-720 (Engineering)	Expenses	100-17-720-22120	Pension	(\$115,011)	(\$150,358)	(\$159,486)	(\$172,667)
PW 100-17-720 (Engineering)	Expenses	100-17-720-22125	PRST Contribution	\$0	\$0	(\$37,337)	(\$35,501)
PW 100-17-720 (Engineering)	Expenses	100-17-720-30120	Uniform Allowance	\$0	\$0	\$0	\$0
PW 100-17-720 (Engineering)	Expenses	100-17-720-30280	Telephone/Communications	(\$2,586)	(\$2,797)	(\$3,087)	(\$5,000)
PW 100-17-720 (Engineering)	Expenses	100-17-720-30500	Workers' Comp Ins Expense	(\$9,551)	(\$10,738)	(\$15,844)	(\$15,912)
PW 100-17-720 (Engineering)	Expenses	100-17-720-30510	Liability Insurance Expense	(\$4,226)	(\$4,789)	(\$4,335)	(\$6,091)
PW 100-17-720 (Engineering)	Expenses	100-17-720-31200	Equip Maintenance & Repair	\$0	\$0	(\$2,000)	(\$2,000)
PW 100-17-720 (Engineering)	Expenses	100-17-720-31400	Building/Land Maint & Repair	\$475	(\$534)	\$0	\$0
PW 100-17-720 (Engineering)	Expenses	100-17-720-31700	Membership Fees	(\$1,120)	\$0	(\$1,500)	(\$3,500)
PW 100-17-720 (Engineering)	Expenses	100-17-720-32000	Office Expense	(\$3,587)	(\$4,816)	(\$5,000)	(\$5,000)
PW 100-17-720 (Engineering)	Expenses	100-17-720-32010	TECHNOLOGY EXPENSES	(\$6,419)	(\$9,395)	(\$11,084)	(\$11,717)
PW 100-17-720 (Engineering)	Expenses	100-17-720-32020	Technology Expense-Software Licenses	(\$9,958)	(\$11,506)	(\$11,500)	(\$16,000)
PW 100-17-720 (Engineering)	Expenses	100-17-720-32030	Copier Pool	\$0	\$0	(\$2,200)	(\$2,200)
PW 100-17-720 (Engineering)	Expenses	100-17-720-32360	Consulting Services	\$0	\$0	(\$10,000)	(\$5,000)
PW 100-17-720 (Engineering)	Expenses	100-17-720-32450	Contract Services	(\$47,248)	(\$28,259)	(\$5,000)	(\$330,000)
PW 100-17-720 (Engineering)	Expenses	100-17-720-32500	Professional & Specialized Ser	(\$1,700)	\$0	(\$45,000)	(\$20,000)
PW 100-17-720 (Engineering)	Expenses	100-17-720-32800	Publications & Legal Notices	(\$42)	(\$42)	(\$1,000)	(\$1,000)
PW 100-17-720 (Engineering)	Expenses	100-17-720-32860	Rents & Leases - Other	\$0	\$0	\$0	\$0
PW 100-17-720 (Engineering)	Expenses	100-17-720-32950	Rents & Leases - Real Property	(\$75)	\$0	\$0	\$0
PW 100-17-720 (Engineering)	Expenses	100-17-720-33120	Special Department Expense	(\$3,041)	\$0	(\$2,500)	(\$2,500)
PW 100-17-720 (Engineering)	Expenses	100-17-720-33350	Travel & Training Expense	(\$1,572)	(\$1,541)	(\$2,000)	(\$2,600)
PW 100-17-720 (Engineering)	Expenses	100-17-720-33351	Vehicle Fuel Costs	(\$1,152)	(\$1,829)	(\$2,500)	(\$3,000)
PW 100-17-720 (Engineering)	Expenses	100-17-720-33360	Motor Pool Expense	(\$3,212)	(\$6,453)	(\$7,096)	(\$13,374)
PW 100-17-720 (Engineering)	Expenses	100-17-720-33601	Street Lighting	(\$38,074)	(\$24,890)	(\$30,000)	(\$35,000)
PW 100-17-720 (Engineering)	Expenses	100-17-720-33602	Civic Center Utilities	(\$894)	(\$1,008)	(\$1,000)	(\$1,200)
PW 100-17-720 (Engineering)	Expenses	100-17-720-60110	Civic Center Rent	\$0	\$0	(\$16,248)	(\$16,248)
<b>Total Revenues</b>				\$219,740	\$175,586	\$110,000	\$70,000
<b>Total Expenses</b>				(\$811,313)	(\$895,085)	(\$1,056,277)	(\$1,459,018)

Roads and Infrastructure

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PW 100-17-729 (Facilities)	Revenues	100-17-729-14050	Rental Income	\$4,900	\$9,025	\$5,000	\$20,000
PW 100-17-729 (Facilities)	Revenues	100-17-729-16090	Labor Reimbursement/Facilities	\$40,769	\$84,324	\$40,000	\$40,000
PW 100-17-729 (Facilities)	Revenues	100-17-729-17050	Donations & Contributions	\$903	\$0	\$0	\$0
PW 100-17-729 (Facilities)	Revenues	100-17-729-17180	Courthouse Construction Fund	\$5,000	\$0	\$0	\$0
PW 100-17-729 (Facilities)	Revenues	100-17-729-17250	Judgments, Damages & Settlements	\$0	\$725	\$0	\$0
PW 100-17-729 (Facilities)	Revenues	100-17-729-18100	Operating Transfers In	\$0	\$0	\$5,000	\$0
PW 100-17-729 (Facilities)	Revenues	100-17-729-18960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
PW 100-17-729 (Facilities)	Expenses	100-17-729-21100	Permanent	(\$1,022,807)	(\$1,113,617)	(\$1,003,896)	(\$1,024,151)
PW 100-17-729 (Facilities)	Expenses	100-17-729-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
PW 100-17-729 (Facilities)	Expenses	100-17-729-21104	Bilingual	\$0	\$0	\$0	(\$750)
PW 100-17-729 (Facilities)	Expenses	100-17-729-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$7,200)
PW 100-17-729 (Facilities)	Expenses	100-17-729-21120	Overtime	(\$11,644)	(\$5,837)	(\$4,452)	(\$4,452)
PW 100-17-729 (Facilities)	Expenses	100-17-729-21130	Auto Allowance	\$0	\$0	\$0	\$0
PW 100-17-729 (Facilities)	Expenses	100-17-729-21410	Holiday Pay	\$0	\$0	\$0	\$0
PW 100-17-729 (Facilities)	Expenses	100-17-729-22100	Other Employee Benefits	(\$159,525)	(\$144,218)	(\$51,243)	\$0
PW 100-17-729 (Facilities)	Expenses	100-17-729-22101	Medicare	\$0	\$0	\$0	(\$14,965)
PW 100-17-729 (Facilities)	Expenses	100-17-729-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
PW 100-17-729 (Facilities)	Expenses	100-17-729-22103	401a Contributions	\$0	\$0	\$0	(\$22,596)
PW 100-17-729 (Facilities)	Expenses	100-17-729-22105	State Disability	\$0	\$0	\$0	(\$12,333)
PW 100-17-729 (Facilities)	Expenses	100-17-729-22106	Unemployment	\$0	\$0	\$0	(\$2,355)
PW 100-17-729 (Facilities)	Expenses	100-17-729-22109	Cellphone Stipends	\$0	\$0	\$0	(\$5,419)
PW 100-17-729 (Facilities)	Expenses	100-17-729-22110	Health (Medical-Dental-Vision)	(\$233,578)	(\$210,097)	(\$242,329)	(\$278,805)
PW 100-17-729 (Facilities)	Expenses	100-17-729-22120	Pension	(\$293,651)	(\$291,430)	(\$286,738)	(\$302,858)
PW 100-17-729 (Facilities)	Expenses	100-17-729-22125	PRST Contribution	\$0	\$0	(\$62,426)	(\$58,547)
PW 100-17-729 (Facilities)	Expenses	100-17-729-30120	Uniform Allowance	(\$2,170)	(\$4,079)	(\$4,000)	(\$4,500)
PW 100-17-729 (Facilities)	Expenses	100-17-729-30280	Telephone/Communications	(\$43,685)	(\$36,647)	(\$43,000)	(\$45,000)
PW 100-17-729 (Facilities)	Expenses	100-17-729-30350	Household Expenses	(\$22,154)	(\$16,188)	(\$18,000)	(\$25,000)
PW 100-17-729 (Facilities)	Expenses	100-17-729-30500	Workers' Comp Ins Expense	(\$83,542)	(\$107,279)	(\$78,365)	(\$60,055)
PW 100-17-729 (Facilities)	Expenses	100-17-729-30510	Liability Insurance Expense	(\$128,736)	(\$46,587)	(\$68,723)	(\$73,184)
PW 100-17-729 (Facilities)	Expenses	100-17-729-31200	Equip Maintenance & Repair	(\$6,449)	(\$12,588)	(\$5,000)	(\$15,000)
PW 100-17-729 (Facilities)	Expenses	100-17-729-31400	Building/Land Maint & Repair	(\$147,288)	(\$149,435)	(\$167,500)	(\$150,000)
PW 100-17-729 (Facilities)	Expenses	100-17-729-31700	Membership Fees	(\$1,275)	(\$934)	(\$1,200)	(\$2,000)
PW 100-17-729 (Facilities)	Expenses	100-17-729-32000	Office Expense	(\$962)	(\$1,697)	(\$2,200)	(\$2,200)
PW 100-17-729 (Facilities)	Expenses	100-17-729-32010	TECHNOLOGY EXPENSES	(\$13,203)	(\$16,554)	(\$23,852)	(\$27,058)
PW 100-17-729 (Facilities)	Expenses	100-17-729-32020	Technology Expense-Software Licenses	(\$3,991)	(\$5,591)	(\$2,500)	(\$19,500)
PW 100-17-729 (Facilities)	Expenses	100-17-729-32030	Copier Pool	\$0	\$0	\$0	(\$1,310)
PW 100-17-729 (Facilities)	Expenses	100-17-729-32360	Consulting Services	\$0	\$0	\$0	(\$15,000)
PW 100-17-729 (Facilities)	Expenses	100-17-729-32450	Contract Services	(\$283,488)	(\$311,220)	(\$340,500)	(\$520,000)
PW 100-17-729 (Facilities)	Expenses	100-17-729-32500	Professional & Specialized Ser	(\$11,303)	(\$10,546)	(\$10,000)	(\$10,000)
PW 100-17-729 (Facilities)	Expenses	100-17-729-32860	Rents & Leases - Other	(\$5,397)	(\$2,250)	(\$6,000)	(\$6,000)
PW 100-17-729 (Facilities)	Expenses	100-17-729-32950	Rents & Leases - Real Property	(\$8,920)	(\$3,947)	(\$9,000)	(\$16,000)
PW 100-17-729 (Facilities)	Expenses	100-17-729-33010	Small Tools & Instruments	(\$6,922)	(\$8,419)	(\$18,500)	(\$18,500)
PW 100-17-729 (Facilities)	Expenses	100-17-729-33120	Special Department Expense	(\$3,240)	(\$3,240)	(\$3,500)	(\$3,500)
PW 100-17-729 (Facilities)	Expenses	100-17-729-33350	Travel & Training Expense	(\$29)	(\$274)	(\$2,000)	(\$21,000)
PW 100-17-729 (Facilities)	Expenses	100-17-729-33351	Vehicle Fuel Costs	(\$45,343)	(\$53,685)	(\$50,000)	(\$60,000)
PW 100-17-729 (Facilities)	Expenses	100-17-729-33360	Motor Pool Expense	(\$85,635)	(\$69,095)	(\$97,914)	(\$259,081)
PW 100-17-729 (Facilities)	Expenses	100-17-729-33600	Utilities	(\$357,095)	(\$440,827)	(\$508,000)	(\$585,000)
PW 100-17-729 (Facilities)	Expenses	100-17-729-33602	Civic Center Utilities	\$0	\$0	\$0	\$0
PW 100-17-729 (Facilities)	Expenses	100-17-729-53030	Capital Equipment, \$5,000+	\$0	\$0	(\$25,000)	\$0
PW 100-17-729 (Facilities)	Expenses	100-17-729-70500	Credit Card Clearing Account	\$0	\$0	\$0	\$0
PW 100-17-729 (Facilities)	Expenses	100-17-729-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$51,571	\$94,074	\$50,000	\$60,000
<b>Total Expenses</b>				(\$2,982,034)	(\$3,066,280)	(\$3,135,837)	(\$3,673,319)
<b>Net Cost</b>				(\$2,930,463)	(\$2,972,206)	(\$3,085,837)	(\$3,613,319)



Roads and Infrastructure

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PW 180-31-725 (Road)	Revenues	180-31-725-12090	Road Privileges & Permits	\$5,808	\$8,580	\$8,000	\$8,000
PW 180-31-725 (Road)	Revenues	180-31-725-13010	Vehicle Code Fines	\$50,643	\$57,523	\$45,000	\$45,000
PW 180-31-725 (Road)	Revenues	180-31-725-14010	Interest Income	\$6,939	\$5,530	\$8,000	\$8,000
PW 180-31-725 (Road)	Revenues	180-31-725-15020	St: Hwy Users Tax 2104	\$1,958,787	\$2,092,596	\$2,271,483	\$2,200,000
PW 180-31-725 (Road)	Revenues	180-31-725-15040	St: Prop 1B Road Construction	\$0	\$0	\$115,000	\$0
PW 180-31-725 (Road)	Revenues	180-31-725-15042	St: Traffic Congestion Relief Loan Repay per SB1	\$0	\$0	\$0	\$0
PW 180-31-725 (Road)	Revenues	180-31-725-15090	St: Motor Vehicle In Lieu (Mvi	\$0	\$0	\$0	\$0
PW 180-31-725 (Road)	Revenues	180-31-725-15100	St: Rstp - Matching Funds	\$0	\$0	\$329,725	\$329,725
PW 180-31-725 (Road)	Revenues	180-31-725-15680	Fed: Forest Reserve	\$329,172	\$355,576	\$330,000	\$330,000
PW 180-31-725 (Road)	Revenues	180-31-725-15900	Oth: Other Govt Agencies	\$19,275	\$52,609	\$73,000	\$20,000
PW 180-31-725 (Road)	Revenues	180-31-725-16090	Labor Reimbursement/Facilities	\$0	\$0	\$0	\$0
PW 180-31-725 (Road)	Revenues	180-31-725-16250	Road And Street Services	\$76,245	\$150,993	\$80,850	\$80,000
PW 180-31-725 (Road)	Revenues	180-31-725-16950	Inter-Fund Revenue	\$696,520	\$753,268	\$445,500	\$300,000
PW 180-31-725 (Road)	Revenues	180-31-725-18010	Sale Of Surplus Assets	\$29,308	\$25,527	\$85,000	\$60,000
PW 180-31-725 (Road)	Revenues	180-31-725-18100	Operating Transfers In	\$522,033	\$522,033	\$522,033	\$772,033
PW 180-31-725 (Road)	Expenses	180-31-725-21100	Permanent	(\$1,244,785)	(\$1,470,249)	(\$1,457,082)	(\$1,502,583)
PW 180-31-725 (Road)	Expenses	180-31-725-21104	Bilingual	\$0	\$0	\$0	(\$750)
PW 180-31-725 (Road)	Expenses	180-31-725-21120	Overtime	(\$18,631)	(\$15,250)	(\$30,000)	(\$5,914)
PW 180-31-725 (Road)	Expenses	180-31-725-22100	Other Employee Benefits	(\$166,504)	(\$169,725)	(\$65,563)	\$0
PW 180-31-725 (Road)	Expenses	180-31-725-22101	Medicare	\$0	\$0	\$0	(\$21,798)
PW 180-31-725 (Road)	Expenses	180-31-725-22103	401a Contributions	\$0	\$0	\$0	(\$22,890)
PW 180-31-725 (Road)	Expenses	180-31-725-22105	State Disability	\$0	\$0	\$0	(\$17,988)
PW 180-31-725 (Road)	Expenses	180-31-725-22106	Unemployment	\$0	\$0	\$0	(\$3,439)
PW 180-31-725 (Road)	Expenses	180-31-725-22109	Cellphone Stipends	\$0	\$0	\$0	(\$9,700)
PW 180-31-725 (Road)	Expenses	180-31-725-22110	Health (Medical-Dental-Vision)	(\$311,724)	(\$375,687)	(\$467,306)	(\$546,956)
PW 180-31-725 (Road)	Expenses	180-31-725-22120	Pension	(\$363,371)	(\$439,513)	(\$421,876)	(\$444,235)
PW 180-31-725 (Road)	Expenses	180-31-725-30120	Uniform Allowance	(\$12,989)	(\$14,990)	(\$12,000)	(\$10,000)
PW 180-31-725 (Road)	Expenses	180-31-725-30280	Telephone/Communications	(\$14,306)	(\$15,281)	(\$23,818)	(\$20,000)
PW 180-31-725 (Road)	Expenses	180-31-725-30350	Household Expenses	(\$6,623)	(\$7,868)	(\$8,000)	(\$5,000)
PW 180-31-725 (Road)	Expenses	180-31-725-30500	Workers' Comp Ins Expense	(\$74,084)	(\$72,082)	(\$62,031)	(\$59,492)
PW 180-31-725 (Road)	Expenses	180-31-725-30510	Liability Insurance Expense	(\$70,772)	(\$93,896)	(\$203,337)	(\$134,678)
PW 180-31-725 (Road)	Expenses	180-31-725-31200	Equip Maintenance & Repair	(\$154,107)	(\$209,882)	(\$225,000)	(\$350,000)
PW 180-31-725 (Road)	Expenses	180-31-725-31400	Building/Land Maint & Repair	(\$13)	\$0	\$0	(\$250,000)
PW 180-31-725 (Road)	Expenses	180-31-725-32000	Office Expense	(\$3,902)	(\$5,155)	(\$6,000)	(\$6,000)
PW 180-31-725 (Road)	Expenses	180-31-725-32010	TECHNOLOGY EXPENSES	(\$19,633)	(\$30,607)	(\$36,900)	(\$39,213)
PW 180-31-725 (Road)	Expenses	180-31-725-32020	Technology Expense-Software Licenses	(\$4,090)	(\$5,591)	(\$9,000)	(\$10,000)
PW 180-31-725 (Road)	Expenses	180-31-725-32030	Copier Pool	\$0	\$0	\$0	(\$500)
PW 180-31-725 (Road)	Expenses	180-31-725-32450	Contract Services	(\$4,946)	(\$5,547)	(\$15,000)	(\$25,000)
PW 180-31-725 (Road)	Expenses	180-31-725-32500	Professional & Specialized Ser	(\$3,135)	(\$2,257)	(\$4,000)	(\$6,000)
PW 180-31-725 (Road)	Expenses	180-31-725-32800	Publications & Legal Notices	(\$1,703)	\$0	(\$500)	(\$500)
PW 180-31-725 (Road)	Expenses	180-31-725-32860	Rents & Leases - Other	(\$12,849)	(\$8,972)	(\$17,400)	(\$20,000)
PW 180-31-725 (Road)	Expenses	180-31-725-32950	Rents & Leases - Real Property	(\$648)	(\$661)	(\$700)	(\$1,000)
PW 180-31-725 (Road)	Expenses	180-31-725-33010	Small Tools & Instruments	(\$5,441)	(\$7,298)	(\$25,000)	(\$25,000)
PW 180-31-725 (Road)	Expenses	180-31-725-33120	Special Department Expense	(\$39,468)	(\$53,161)	(\$150,000)	(\$150,000)
PW 180-31-725 (Road)	Expenses	180-31-725-33350	Travel & Training Expense	(\$618)	(\$3,888)	(\$9,000)	(\$9,000)
PW 180-31-725 (Road)	Expenses	180-31-725-33351	Vehicle Fuel Costs	(\$509,772)	(\$796,885)	(\$521,000)	(\$500,000)
PW 180-31-725 (Road)	Expenses	180-31-725-33355	Meals - Mou	(\$280)	\$0	(\$500)	(\$1,000)
PW 180-31-725 (Road)	Expenses	180-31-725-33360	Motor Pool Expense	(\$179,269)	(\$241,718)	(\$228,277)	(\$572,625)
PW 180-31-725 (Road)	Expenses	180-31-725-33600	Utilities	(\$103,552)	(\$144,745)	(\$150,000)	(\$172,500)
PW 180-31-725 (Road)	Expenses	180-31-725-33699	Inventory Depleted/Added	(\$67,152)	\$68,721	\$0	\$0
PW 180-31-725 (Road)	Expenses	180-31-725-53020	Capital Equipment, Constructio	(\$17,214)	(\$3,567)	(\$60,000)	\$0
PW 180-31-725 (Road)	Expenses	180-31-725-53030	Capital Equipment, \$5,000+	(\$10,410)	(\$9,076)	\$0	\$0
PW 180-31-725 (Road)	Expenses	180-31-725-60100	Operating Transfers Out	\$0	(\$25,527)	(\$165,000)	\$0
PW 180-31-725 (Road)	Expenses	180-31-725-72960	A-87 Indirect Costs	(\$251,179)	(\$296,476)	(\$263,738)	(\$408,620)
<b>Total Revenues</b>				<b>\$3,694,730</b>	<b>\$4,024,234</b>	<b>\$4,313,591</b>	<b>\$4,152,758</b>
<b>Total Expenses</b>				<b>(\$3,673,168)</b>	<b>(\$4,456,831)</b>	<b>(\$4,638,028)</b>	<b>(\$5,352,380)</b>
<b>Net Cost</b>				<b>\$21,562</b>	<b>(\$432,596)</b>	<b>(\$324,437)</b>	<b>(\$1,199,622)</b>

Roads and Infrastructure

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PW 600-32-760 (Airport Enterprise)	Revenues	600-32-760-14010	Interest Income	\$218	\$297	\$0	\$200
PW 600-32-760 (Airport Enterprise)	Revenues	600-32-760-14050	Rental Income	\$1,200	\$3,169	\$1,200	\$1,642
PW 600-32-760 (Airport Enterprise)	Revenues	600-32-760-15010	St: State Aid-Airports	\$20,000	\$0	\$20,000	\$20,000
PW 600-32-760 (Airport Enterprise)	Revenues	600-32-760-15011	St: State Grants-Airports	\$0	\$0	\$0	\$0
PW 600-32-760 (Airport Enterprise)	Revenues	600-32-760-15650	Fed: Federal Aid-Airports	\$0	\$0	\$0	\$0
PW 600-32-760 (Airport Enterprise)	Revenues	600-32-760-16415	Airport Fees	\$3,555	\$154	\$4,000	\$1,000
PW 600-32-760 (Airport Enterprise)	Revenues	600-32-760-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
PW 600-32-760 (Airport Enterprise)	Revenues	600-32-760-17020	Prior Year Revenue	\$0	\$0	\$0	\$0
PW 600-32-760 (Airport Enterprise)	Revenues	600-32-760-18100	Operating Transfers In	\$37,000	\$0	\$0	\$0
PW 600-32-760 (Airport Enterprise)	Expenses	600-32-760-21100	Permanent	\$0	\$0	\$0	\$0
PW 600-32-760 (Airport Enterprise)	Expenses	600-32-760-22100	Other Employee Benefits	\$0	\$0	\$0	\$0
PW 600-32-760 (Airport Enterprise)	Expenses	600-32-760-30270	Administration Expense	\$0	\$0	\$0	\$0
PW 600-32-760 (Airport Enterprise)	Expenses	600-32-760-30280	Telephone/Communications	(\$1,495)	(\$882)	(\$1,500)	\$0
PW 600-32-760 (Airport Enterprise)	Expenses	600-32-760-30510	Liability Insurance Expense	(\$2,987)	(\$3,435)	(\$3,607)	(\$3,967)
PW 600-32-760 (Airport Enterprise)	Expenses	600-32-760-31400	Building/Land Maint & Repair	(\$52,358)	(\$8,638)	(\$20,000)	(\$30,000)
PW 600-32-760 (Airport Enterprise)	Expenses	600-32-760-32002	Aviation Fuel	(\$2,756)	\$0	\$0	\$0
PW 600-32-760 (Airport Enterprise)	Expenses	600-32-760-32950	Rents & Leases - Real Property	(\$2,264)	(\$2,309)	(\$2,500)	(\$2,500)
PW 600-32-760 (Airport Enterprise)	Expenses	600-32-760-33120	Special Department Expense	(\$844)	(\$250)	(\$1,300)	(\$1,300)
PW 600-32-760 (Airport Enterprise)	Expenses	600-32-760-33350	Travel & Training Expense	\$0	\$0	\$0	\$0
PW 600-32-760 (Airport Enterprise)	Expenses	600-32-760-33600	Utilities	(\$3,761)	(\$3,107)	(\$3,500)	(\$3,500)
PW 600-32-760 (Airport Enterprise)	Expenses	600-32-760-52011	Buildings & Improvements	\$0	\$0	\$0	\$0
PW 600-32-760 (Airport Enterprise)	Expenses	600-32-760-53030	Capital Equipment, \$5,000+	\$0	\$0	\$0	\$0
PW 600-32-760 (Airport Enterprise)	Expenses	600-32-760-60110	Civic Center Rent	\$0	\$0	\$0	\$0
PW 600-32-760 (Airport Enterprise)	Expenses	600-32-760-72960	A-87 Indirect Costs	(\$7,135)	(\$312)	(\$7,492)	(\$49,204)
<b>Total Revenues</b>				\$61,973	\$3,620	\$25,200	\$22,842
<b>Total Expenses</b>				(\$73,598)	(\$18,933)	(\$39,899)	(\$90,471)
<b>Net Cost</b>				(\$11,625)	(\$15,313)	(\$14,699)	(\$67,629)

Roads and Infrastructure

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PW 610-27-700 (Cemetery Enterprise Fund)	Revenues	610-27-700-14010	Interest Income	\$612	\$652	\$300	\$1,200
PW 610-27-700 (Cemetery Enterprise Fund)	Revenues	610-27-700-16400	Cemetery Plot Fees	\$6,100	\$11,050	\$5,000	\$5,000
PW 610-27-700 (Cemetery Enterprise Fund)	Revenues	610-27-700-16403	Cemetery Endowment Fees	\$0	\$0	\$0	\$0
PW 610-27-700 (Cemetery Enterprise Fund)	Revenues	610-27-700-16404	Cemetery headstones	\$300	\$0	\$0	\$0
PW 610-27-700 (Cemetery Enterprise Fund)	Revenues	610-27-700-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
PW 610-27-700 (Cemetery Enterprise Fund)	Revenues	610-27-700-17050	Donations & Contributions	\$0	\$0	\$0	\$0
PW 610-27-700 (Cemetery Enterprise Fund)	Revenues	610-27-700-18100	Operating Transfers In	\$0	\$0	\$0	\$0
PW 610-27-700 (Cemetery Enterprise Fund)	Expenses	610-27-700-30350	Household Expenses	\$0	\$0	\$0	\$0
PW 610-27-700 (Cemetery Enterprise Fund)	Expenses	610-27-700-30510	Liability Insurance Expense	\$0	(\$340)	\$0	\$0
PW 610-27-700 (Cemetery Enterprise Fund)	Expenses	610-27-700-31400	Building/Land Maint & Repair	(\$3,015)	(\$4,305)	(\$17,000)	(\$5,000)
PW 610-27-700 (Cemetery Enterprise Fund)	Expenses	610-27-700-32450	Contract Services	\$0	\$0	(\$5,000)	(\$20,000)
PW 610-27-700 (Cemetery Enterprise Fund)	Expenses	610-27-700-33136	Spec Dept - Burial Expenses	\$0	(\$1,490)	\$0	\$0
PW 610-27-700 (Cemetery Enterprise Fund)	Expenses	610-27-700-33600	Utilities	(\$122)	(\$127)	(\$200)	\$0
PW 610-27-700 (Cemetery Enterprise Fund)	Expenses	610-27-700-53030	Capital Equipment, \$5,000+	\$0	\$0	\$0	\$0
PW 610-27-700 (Cemetery Enterprise Fund)	Expenses	610-27-700-60110	Civic Center Rent	\$0	\$0	\$0	\$0
PW 610-27-700 (Cemetery Enterprise Fund)	Expenses	610-27-700-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$7,012	\$11,702	\$5,300	\$6,200
<b>Total Expenses</b>				(\$3,138)	(\$6,261)	(\$22,200)	(\$25,000)
<b>Net Cost</b>				\$3,874	\$5,440	(\$16,900)	(\$18,800)

Roads and Infrastructure

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PW 605-71-740 (Campground Enterprise Fund)	Revenues	605-71-740-14010	Interest Income	\$1,575	\$1,668	\$1,000	\$2,000
PW 605-71-740 (Campground Enterprise Fund)	Revenues	605-71-740-16401	Campground Fees	\$56,051	\$48,510	\$40,000	\$40,000
PW 605-71-740 (Campground Enterprise Fund)	Revenues	605-71-740-18100	Operating Transfers In	\$0	\$0	\$0	\$0
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-30280	Telephone/Communications	\$0	\$0	\$0	\$0
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-30350	Household Expenses	\$0	\$0	\$0	\$0
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-30510	Liability Insurance Expense	\$0	\$0	\$0	\$0
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-31400	Building/Land Maint & Repair	(\$4,879)	\$11	(\$5,000)	(\$5,000)
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-32000	Office Expense	(\$6)	(\$762)	(\$1,000)	\$0
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-32010	TECHNOLOGY EXPENSES	\$0	\$0	\$0	\$0
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-32030	Copier Pool	\$0	\$0	\$0	\$0
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-32450	Contract Services	(\$16,279)	(\$24,134)	(\$20,000)	(\$28,000)
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-32860	Rents & Leases - Other	\$0	\$0	\$0	\$0
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-32950	Rents & Leases - Real Property	(\$1,508)	(\$788)	(\$1,600)	(\$2,000)
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-33119	Tot Expenses	(\$6,542)	(\$6,022)	(\$8,000)	(\$9,000)
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-33120	Special Department Expense	\$0	\$0	\$0	\$0
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-33350	Travel & Training Expense	\$0	\$0	\$0	\$0
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-39000	Depreciation Expense	\$0	\$0	\$0	\$0
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-39005	Capital Asset Offset	\$0	\$0	\$0	\$0
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-39010	Net Book Retired Assets	\$0	\$0	\$0	\$0
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-39015	Net Book Transferred Assets	\$0	\$0	\$0	\$0
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-60110	Civic Center Rent	\$0	\$0	\$0	\$0
PW 605-71-740 (Campground Enterprise Fund)	Expenses	605-71-740-72960	A-87 Indirect Costs	(\$4,350)	(\$3,923)	(\$4,568)	(\$3,528)
<b>Total Revenues</b>				\$57,626	\$50,178	\$41,000	\$42,000
<b>Total Expenses</b>				(\$33,563)	(\$35,619)	(\$40,168)	(\$47,528)
<b>Net Cost</b>				\$24,063	\$14,559	\$832	(\$5,528)

Roads and Infrastructure

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PW 169-11-020 (Public Safety Power Shutoff)	Revenues	169-11-020-14010	Interest Income	\$1,697	\$725	\$0	\$0
PW 169-11-020 (Public Safety Power Shutoff)	Revenues	169-11-020-15202	St: Misc State Grants	\$76,756	\$0	\$0	\$0
PW 169-11-020 (Public Safety Power Shutoff)	Expenses	169-11-020-31400	Building/Land Maint & Repair	(\$6,691)	(\$2,418)	\$0	\$0
PW 169-11-020 (Public Safety Power Shutoff)	Expenses	169-11-020-33120	Special Department Expense	\$0	\$0	\$0	\$0
PW 169-11-020 (Public Safety Power Shutoff)	Expenses	169-11-020-53020	Capital Equipment, Constructio	\$0	\$0	\$0	\$0
PW 169-11-020 (Public Safety Power Shutoff)	Expenses	169-11-020-53022	Fixed Assets: Buildings	\$0	\$0	\$0	\$0
PW 169-11-020 (Public Safety Power Shutoff)	Expenses	169-11-020-53030	Capital Equipment, \$5,000+	(\$63,608)	(\$66,537)	(\$20,000)	\$0
PW 169-11-020 (Public Safety Power Shutoff)	Expenses	169-11-020-60100	Operating Transfers Out	\$0	\$0	(\$25,000)	\$0
<b>Total Revenues</b>				\$78,453	\$725	\$0	\$0
<b>Total Expenses</b>				(\$70,298)	(\$68,954)	(\$45,000)	\$0
<b>Net Cost</b>				\$8,155	(\$68,230)	(\$45,000)	\$0

Roads and Infrastructure

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-12110	Non-Resident Landfill Permits	\$780	\$720	\$1,000	\$600
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-12145	Solid Waste Building Permits	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-12200	Franchise Permits	\$145,892	\$149,000	\$121,000	\$121,000
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-13120	Fines, Forfeits & Penalties	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-14010	Interest Income	\$12,751	\$1,365	\$2,000	\$0
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-14020	Unrealized Gain/Loss	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-15082	St: Hazardous Waste Grant	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-15092	St: Used Oil Block Grant	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-15094	St: Bottle Bill Grant	\$10,000	\$10,000	\$10,000	\$10,000
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-15380	St: Oil Opportunity Grant	\$10,000	\$10,000	\$10,000	\$10,000
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-15900	Oth: Other Govt Agencies	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-16020	Solid Waste Parcel Fees	\$46,341	\$44,859	\$45,000	\$45,000
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-16023	Solid Waste Tipping Fees	\$1,878,387	\$1,907,560	\$1,001,175	\$1,400,000
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-16024	Sw White Goods Disposal Fees	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-16025	Sludge Maintenance Fee	\$131,154	\$1,052	\$0	\$800
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-16199	Charges for Services - Interfund Transfers	\$19,547	\$10,226	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-17010	Miscellaneous Revenue	\$10,172	\$31,983	\$55,538	\$5,000
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-17020	Prior Year Revenue	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-17250	Judgments, Damages & Settlements	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-18010	Sale Of Surplus Assets	\$0	\$0	\$30,000	\$30,000
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-18100	Operating Transfers In	\$0	\$0	\$350,000	\$450,000
PW 615-44-755 (Solid Waste Enterprise)	Revenues	615-44-755-18150	Long Term Debt Proceeds	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-21100	Permanent	(\$516,201)	(\$604,615)	(\$552,567)	(\$589,879)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-21104	Bilingual	\$0	\$0	\$0	(\$1,200)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-21120	Overtime	(\$2,157)	(\$2,435)	(\$4,512)	(\$5,512)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-21130	Auto Allowance	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-21410	Holiday Pay	(\$8,334)	(\$7,376)	(\$8,000)	(\$8,000)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-22100	Other Employee Benefits	(\$73,740)	(\$36,194)	(\$17,620)	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-22101	Medicare	\$0	\$0	\$0	(\$8,571)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-22103	401a Contributions	\$0	\$0	\$0	(\$2,823)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-22105	State Disability	\$0	\$0	\$0	(\$7,041)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-22106	Unemployment	\$0	\$0	\$0	(\$1,340)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-22109	Cellphone Stipends	\$0	\$0	\$0	(\$1,113)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-22110	Health (Medical-Dental-Vision)	(\$124,915)	(\$126,003)	(\$150,903)	(\$161,349)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-22120	Pension	(\$74,895)	(\$25,291)	(\$159,987)	(\$150,130)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-22125	PRST Contribution	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-30000	Investment Expense	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-30120	Uniform Allowance	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-30122	Uniform/Safety Gear	(\$7,624)	(\$8,292)	(\$5,000)	(\$9,000)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-30270	Administration Expense	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-30280	Telephone/Communications	(\$2,780)	(\$2,788)	(\$3,237)	(\$5,000)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-30350	Household Expenses	(\$709)	(\$1,463)	(\$1,100)	(\$1,100)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-30500	Workers' Comp Ins Expense	(\$41,194)	(\$41,487)	(\$67,131)	(\$9,092)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-30510	Liability Insurance Expense	(\$110,354)	(\$197,324)	(\$58,501)	(\$64,637)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-31200	Equip Maintenance & Repair	(\$102,082)	(\$62,069)	(\$70,000)	(\$85,000)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-31400	Building/Land Maint & Repair	(\$14,406)	(\$20,471)	(\$7,000)	(\$10,000)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-31700	Membership Fees	(\$3,000)	(\$6,000)	(\$8,000)	(\$8,000)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-32000	Office Expense	(\$10,269)	(\$11,081)	(\$10,000)	(\$10,000)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-32010	TECHNOLOGY EXPENSES	(\$5,134)	(\$8,119)	(\$12,659)	(\$13,509)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-32020	Technology Expense-Software Licenses	(\$3,892)	(\$3,195)	(\$5,000)	(\$5,000)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-32030	Copier Pool	\$0	\$0	\$0	(\$750)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-32450	Contract Services	(\$458,837)	(\$406,072)	(\$354,000)	(\$537,200)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-32500	Professional & Specialized Ser	(\$248,199)	(\$158,124)	(\$203,000)	(\$209,300)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-32800	Publications & Legal Notices	\$0	(\$652)	(\$500)	(\$500)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-32860	Rents & Leases - Other	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-32950	Rents & Leases - Real Property	(\$8,125)	(\$8,380)	(\$8,500)	(\$8,500)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-33010	Small Tools & Instruments	(\$1,307)	(\$1,150)	(\$1,500)	(\$1,500)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-33120	Special Department Expense	(\$426,936)	(\$326,665)	(\$365,538)	(\$290,000)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-33350	Travel & Training Expense	(\$3,907)	(\$3,593)	(\$8,300)	(\$6,000)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-33351	Vehicle Fuel Costs	(\$56,203)	(\$79,186)	(\$65,000)	(\$75,000)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-33360	Motor Pool Expense	(\$30,308)	(\$26,535)	(\$46,344)	(\$56,291)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-33600	Utilities	(\$2,608)	(\$3,633)	(\$3,300)	(\$3,795)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-33699	Inventory Depleted/Added	\$1,217	(\$2,058)	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-35200	Bond Expenses	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-35210	Bond/Loan Interest	(\$60,184)	(\$48,665)	(\$50,662)	(\$50,662)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-35215	Compensated Absences	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-39000	Depreciation Expense	(\$48,420)	(\$77,483)	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-39005	Capital Asset Offset	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-39010	Net Book Retired Assets	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-39015	Net Book Transferred Assets	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-52010	Land & Improvements	(\$5,987)	\$0	(\$350,000)	(\$350,000)

Roads and Infrastructure

PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-53010	Capital Equipment: Vehicles	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-53020	Capital Equipment, Constructio	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-53030	Capital Equipment, \$5,000+	(\$5,273)	(\$7,474)	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-60045	Bond/Loan Principle Repayment	\$0	\$0	(\$279,100)	(\$279,099)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-60100	Operating Transfers Out	\$0	\$0	(\$30,000)	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-60109	Accelerated Landfill Closure Tr	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-60110	Civic Center Rent	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-70250	Prior Period Adjustments	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-70500	Credit Card Clearing Account	\$0	\$0	\$0	\$0
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-72960	A-87 Indirect Costs	(\$261,696)	(\$215,136)	(\$274,781)	(\$150,823)
PW 615-44-755 (Solid Waste Enterprise)	Expenses	615-44-755-91010	Contingency	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$2,265,024	\$2,166,765	\$1,625,713	\$2,072,400
<b>Total Expenses</b>				(\$2,718,458)	(\$2,529,010)	(\$3,181,743)	(\$3,176,717)
<b>Net Cost</b>				(\$453,434)	(\$362,246)	(\$1,556,030)	(\$1,104,317)

Roads and Infrastructure

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PW 617-44-755 (Solid Waste Accelerated Landfill closure)	Revenues	617-44-755-14010	Interest Income	\$31,355	\$31,688	\$0	\$0
PW 617-44-755 (Solid Waste Accelerated Landfill closure)	Revenues	617-44-755-18100	Operating Transfers In	\$0	\$0	\$0	\$0
PW 617-44-755 (Solid Waste Accelerated Landfill closure)	Revenues	617-44-755-18109	Accelerated Landfill Closure Tr	\$500,000	\$0	\$150,000	\$150,000
PW 617-44-755 (Solid Waste Accelerated Landfill closure)	Expenses	617-44-755-60100	Operating Transfers Out	\$0	\$0	\$0	(\$150,000)
<b>Total Revenues</b>				\$531,355	\$31,688	\$150,000	\$150,000
<b>Total Expenses</b>				\$0	\$0	\$0	(\$150,000)
<b>Net Cost</b>				\$531,355	\$31,688	\$150,000	\$0



Roads and Infrastructure

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PW 616-44-755 (Solid Waste Special Revenue Fund)	Revenues	616-44-755-14010	Interest Income	\$48,974	\$54,112	\$0	\$0
PW 616-44-755 (Solid Waste Special Revenue Fund)	Revenues	616-44-755-16020	Solid Waste Parcel Fees	\$828,585	\$815,412	\$825,000	\$825,000
PW 616-44-755 (Solid Waste Special Revenue Fund)	Revenues	616-44-755-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
PW 616-44-755 (Solid Waste Special Revenue Fund)	Expenses	616-44-755-33120	Special Department Expense	\$0	\$0	(\$325,000)	(\$325,000)
PW 616-44-755 (Solid Waste Special Revenue Fund)	Expenses	616-44-755-60050	Landfill Reserve Expense	\$0	\$0	\$0	\$0
PW 616-44-755 (Solid Waste Special Revenue Fund)	Expenses	616-44-755-60051	Landfill Closure Costs	(\$1,576,072)	(\$313,473)	\$0	(\$50,000)
PW 616-44-755 (Solid Waste Special Revenue Fund)	Expenses	616-44-755-60100	Operating Transfers Out	(\$500,000)	\$0	(\$500,000)	(\$450,000)
PW 616-44-755 (Solid Waste Special Revenue Fund)	Expenses	616-44-755-70250	Prior Period Adjustments	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$877,558	\$869,524	\$825,000	\$825,000
<b>Total Expenses</b>				(\$2,076,072)	(\$313,473)	(\$825,000)	(\$825,000)
<b>Net Cost</b>				(\$1,198,514)	\$556,051	\$0	\$0

Roads and Infrastructure

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PW 171-27-250 (DIF)	Revenues	171-27-250-14010	Interest Income	\$2,860	\$2,686	\$0	\$2,000
PW 171-27-250 (DIF)	Revenues	171-27-250-16700	Developer Impact Fees	\$0	\$0	\$0	\$0
PW 171-27-250 (DIF)	Revenues	171-27-250-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
PW 171-27-250 (DIF)	Expenses	171-27-250-52010	Land & Improvements	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$2,860	\$2,686	\$0	\$2,000
<b>Total Expenses</b>				\$0	\$0	\$0	\$0
<b>Net Cost</b>				\$2,860	\$2,686	\$0	\$2,000

Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
CA 100-55-073 (Veteran Services)	Revenues	100-55-073-15475	St: Office Of Veteran Affairs	\$0	\$0	\$0	\$0
CA 100-55-073 (Veteran Services)	Expenses	100-55-073-47010	Contributions To Other Governm	(\$39,157)	(\$53,316)	(\$50,000)	(\$58,000)
<b>Total Revenues</b>				\$0	\$0	\$0	\$0
<b>Total Expenses</b>				(\$39,157)	(\$53,316)	(\$50,000)	(\$58,000)
<b>Net Cost</b>				(\$39,157)	(\$53,316)	(\$50,000)	(\$58,000)

Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
BH 120-41-840 (Behavioral Health)	Revenues	120-41-840-13050	B/A 1463.14 Pc Fines	\$0	\$0	\$0	\$0
BH 120-41-840 (Behavioral Health)	Revenues	120-41-840-13065	Special Alcohol Fines	\$0	\$0	\$0	\$0
BH 120-41-840 (Behavioral Health)	Revenues	120-41-840-14010	Interest Income	\$121	(\$2,273)	\$0	\$0
BH 120-41-840 (Behavioral Health)	Revenues	120-41-840-15200	St: Medi-Cal Revenue	\$185,674	\$113,217	\$300,000	\$300,000
BH 120-41-840 (Behavioral Health)	Revenues	120-41-840-15220	St: Mental Health	\$0	\$516,262	\$450,345	\$251,759
BH 120-41-840 (Behavioral Health)	Revenues	120-41-840-15437	Realignment Backfill Support	\$62,909	\$0	\$0	\$0
BH 120-41-840 (Behavioral Health)	Revenues	120-41-840-15442	St: Realignment-Mh	\$467,915	\$549,693	\$561,300	\$651,719
BH 120-41-840 (Behavioral Health)	Revenues	120-41-840-16054	Client Fees	\$1,000	\$0	\$0	\$0
BH 120-41-840 (Behavioral Health)	Revenues	120-41-840-16199	Charges for Services - Interfund Transfers	\$0	\$0	\$0	\$0
BH 120-41-840 (Behavioral Health)	Revenues	120-41-840-16301	Mental Health Service Fees	\$0	\$2,322	\$2,000	\$2,000
BH 120-41-840 (Behavioral Health)	Revenues	120-41-840-16320	Fed: Probation Iv-E & Iv-Ea	\$0	\$0	\$0	\$0
BH 120-41-840 (Behavioral Health)	Revenues	120-41-840-16330	Sober Living Fees	\$0	\$0	\$0	\$0
BH 120-41-840 (Behavioral Health)	Revenues	120-41-840-17010	Miscellaneous Revenue	\$24,877	\$0	\$0	\$0
BH 120-41-840 (Behavioral Health)	Revenues	120-41-840-17020	Prior Year Revenue	\$1	\$0	\$0	\$0
BH 120-41-840 (Behavioral Health)	Revenues	120-41-840-18100	Operating Transfers In	\$512,691	\$7,149	\$300,519	\$83,112
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-21100	Permanent	(\$343,871)	(\$262,835)	(\$521,705)	(\$407,761)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-21104	Bilingual	\$0	\$0	\$0	(\$8,850)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-21120	Overtime	(\$2,984)	(\$495)	(\$5,196)	(\$5,196)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-22100	Other Employee Benefits	(\$42,151)	(\$30,072)	(\$20,811)	\$0
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-22101	Medicare	\$0	\$0	\$0	(\$6,041)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-22103	401a Contributions	\$0	\$0	\$0	(\$6,355)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-22104	Life Insurance	\$0	\$0	\$0	(\$163)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-22105	State Disability	\$0	\$0	\$0	(\$4,947)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-22106	Unemployment	\$0	\$0	\$0	(\$937)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-22109	Cellphone Stipends	\$0	\$0	\$0	(\$3,924)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-22110	Health (Medical-Dental-Vision)	(\$55,548)	(\$36,831)	(\$98,695)	(\$70,610)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-22120	Pension	(\$99,217)	(\$77,541)	(\$137,154)	(\$116,017)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-30280	Telephone/Communications	(\$4,559)	(\$4,868)	(\$5,500)	(\$2,375)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-30500	Workers' Comp Ins Expense	(\$10,812)	(\$11,847)	(\$5,192)	(\$7,547)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-30510	Liability Insurance Expense	(\$6,380)	(\$7,702)	(\$4,410)	(\$11,181)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-31700	Membership Fees	(\$5,936)	(\$3,046)	(\$4,500)	(\$4,500)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-32000	Office Expense	(\$3,234)	(\$4,619)	(\$5,500)	(\$5,500)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-32010	TECHNOLOGY EXPENSES	(\$12,569)	(\$14,812)	(\$11,250)	(\$11,874)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-32020	Technology Expense-Software Licenses	(\$15,317)	(\$73,867)	(\$30,310)	(\$19,300)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-32030	Copier Pool	\$0	\$0	\$0	(\$1,800)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-32450	Contract Services	(\$167,240)	(\$274,673)	(\$407,196)	(\$330,880)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-33120	Special Department Expense	(\$52,640)	(\$26,289)	(\$7,000)	(\$7,000)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-33350	Travel & Training Expense	(\$752)	(\$5,263)	(\$20,000)	(\$27,200)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-33351	Vehicle Fuel Costs	(\$334)	(\$377)	(\$1,000)	(\$2,000)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-33360	Motor Pool Expense	(\$832)	(\$4,282)	(\$2,123)	(\$3,523)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-33602	Civic Center Utilities	(\$3,018)	(\$2,041)	(\$2,858)	(\$2,858)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-60110	Civic Center Rent	\$0	\$0	(\$32,867)	(\$32,912)
BH 120-41-840 (Behavioral Health)	Expenses	120-41-840-72960	A-87 Indirect Costs	(\$277,130)	(\$268,017)	(\$290,987)	(\$398,847)
<b>Total Revenues</b>				\$1,255,187	\$1,186,370	\$1,614,164	\$1,288,590
<b>Total Expenses</b>				(\$1,104,525)	(\$1,109,478)	(\$1,614,254)	(\$1,500,098)
<b>Net Cost</b>				\$150,662	\$76,892	(\$90)	(\$211,508)

Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
BH 120-41-845 (Alcohol and Drug Program)	Revenues	120-41-845-13065	Special Alcohol Fines	\$6,691	\$6,637	\$5,000	\$5,000
BH 120-41-845 (Alcohol and Drug Program)	Revenues	120-41-845-15220	St: Mental Health	\$0	\$137,457	\$162,750	\$57,000
BH 120-41-845 (Alcohol and Drug Program)	Revenues	120-41-845-15280	St: Prop 36	\$0	\$0	\$0	\$0
BH 120-41-845 (Alcohol and Drug Program)	Revenues	120-41-845-15652	Fed: Alc & Drug Program	\$359,104	\$482,951	\$422,157	\$422,157
BH 120-41-845 (Alcohol and Drug Program)	Revenues	120-41-845-16199	Charges for Services - Interfund Transfers	\$5,378	\$0	\$0	\$0
BH 120-41-845 (Alcohol and Drug Program)	Revenues	120-41-845-16310	Drug And Alcohol Fees	\$66,704	\$73,795	\$60,000	\$70,000
BH 120-41-845 (Alcohol and Drug Program)	Revenues	120-41-845-16330	Sober Living Fees	\$0	\$0	\$0	\$3,600
BH 120-41-845 (Alcohol and Drug Program)	Revenues	120-41-845-17010	Miscellaneous Revenue	\$24,877	\$0	\$0	\$0
BH 120-41-845 (Alcohol and Drug Program)	Revenues	120-41-845-17020	Prior Year Revenue	\$0	\$0	\$0	\$0
BH 120-41-845 (Alcohol and Drug Program)	Revenues	120-41-845-18100	Operating Transfers In	\$55,034	\$25,000	\$845,514	\$844,497
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-21100	Permanent	(\$384,906)	(\$436,070)	(\$570,324)	(\$510,298)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-21104	Bilingual	\$0	\$0	\$0	(\$8,100)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	\$0
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-21120	Overtime	(\$3,125)	(\$5,330)	(\$5,196)	(\$5,196)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-21130	Auto Allowance	\$0	\$0	\$0	\$0
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-21410	Holiday Pay	\$0	\$0	\$0	\$0
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-22100	Other Employee Benefits	(\$47,714)	(\$47,750)	(\$25,690)	\$0
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-22101	Medicare	\$0	\$0	\$0	(\$7,517)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-22102	Social Security (FICA)	\$0	\$0	\$0	(\$809)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-22103	401a Contributions	\$0	\$0	\$0	(\$7,613)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-22105	State Disability	\$0	\$0	\$0	(\$6,169)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-22106	Unemployment	\$0	\$0	\$0	(\$1,172)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-22109	Cellphone Stipends	\$0	\$0	\$0	(\$6,180)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-22110	Health (Medical-Dental-Vision)	(\$63,270)	(\$70,005)	(\$119,189)	(\$125,113)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-22120	Pension	(\$105,610)	(\$138,235)	(\$164,708)	(\$146,095)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-22125	PRST Contribution	\$0	\$0	\$0	\$0
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-30120	Uniform Allowance	\$0	\$0	\$0	\$0
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-30280	Telephone/Communications	(\$6,223)	(\$8,272)	(\$13,600)	(\$6,475)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-30350	Household Expenses	(\$7,639)	(\$9,874)	(\$14,200)	(\$14,200)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-30500	Workers' Comp Ins Expense	(\$7,650)	(\$7,662)	(\$7,904)	(\$8,625)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-30510	Liability Insurance Expense	(\$4,969)	(\$6,729)	(\$7,350)	(\$11,091)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-31200	Equip Maintenance & Repair	\$0	\$0	\$0	\$0
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-31400	Building/Land Maint & Repair	\$0	\$0	\$0	\$0
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-31700	Membership Fees	(\$4,106)	(\$5,130)	(\$6,500)	(\$6,550)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-32000	Office Expense	(\$9,395)	(\$5,262)	(\$6,000)	(\$6,000)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-32010	TECHNOLOGY EXPENSES	(\$12,569)	(\$15,687)	(\$18,800)	(\$19,116)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-32020	Technology Expense-Software Licenses	(\$15,240)	(\$50,381)	(\$77,650)	(\$22,625)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-32030	Copier Pool	\$0	\$0	\$0	(\$400)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-32450	Contract Services	(\$37,242)	(\$187,249)	(\$228,650)	(\$255,910)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-32950	Rents & Leases - Real Property	(\$43,621)	(\$31,860)	(\$50,770)	(\$64,670)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-33100	Education & Training	\$0	\$0	\$0	\$0
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-33120	Special Department Expense	(\$53,952)	(\$22,050)	(\$33,750)	(\$38,750)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-33350	Travel & Training Expense	(\$2,340)	(\$11,033)	(\$18,000)	(\$23,000)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-33351	Vehicle Fuel Costs	(\$32)	(\$405)	(\$2,000)	(\$3,000)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-33360	Motor Pool Expense	\$0	\$0	(\$3,540)	(\$5,871)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-33600	Utilities	(\$3,219)	(\$6,770)	(\$5,400)	(\$6,100)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-33602	Civic Center Utilities	(\$3,018)	(\$3,402)	(\$4,763)	(\$4,763)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-53030	Capital Equipment, \$5,000+	(\$11,600)	\$0	\$0	\$0
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-60110	Civic Center Rent	\$0	\$0	(\$54,500)	(\$54,852)
BH 120-41-845 (Alcohol and Drug Program)	Expenses	120-41-845-72960	A-87 Indirect Costs	(\$54,329)	(\$46,610)	(\$57,045)	(\$72,661)
<b>Total Revenues</b>				\$517,788	\$725,840	\$1,495,421	\$1,402,254
<b>Total Expenses</b>				(\$881,770)	(\$1,115,767)	(\$1,495,529)	(\$1,448,920)
<b>Net Cost</b>				(\$363,982)	(\$389,927)	(\$108)	(\$46,666)

Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
BH 121-41-841 (Mental Health Service Act)	Revenues	121-41-841-14010	Interest Income	\$96,020	\$88,733	\$90,000	\$90,000
BH 121-41-841 (Mental Health Service Act)	Revenues	121-41-841-14050	Rental Income	\$0	\$0	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Revenues	121-41-841-15220	St: Mental Health	\$0	\$15,799	\$15,799	\$15,799
BH 121-41-841 (Mental Health Service Act)	Revenues	121-41-841-15230	St: Mental Health Services Act	\$2,428,915	\$2,098,000	\$2,204,781	\$3,281,163
BH 121-41-841 (Mental Health Service Act)	Revenues	121-41-841-15498	St: Misc State Revenue	\$0	\$0	\$0	\$530,000
BH 121-41-841 (Mental Health Service Act)	Revenues	121-41-841-16199	Charges for Services - Interfund Transfers	\$9,240	\$4,317	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Revenues	121-41-841-17010	Miscellaneous Revenue	\$66,479	\$0	\$0	\$34,000
BH 121-41-841 (Mental Health Service Act)	Revenues	121-41-841-17020	Prior Year Revenue	\$0	\$0	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Revenues	121-41-841-18020	Sale Of Surplus Supplies/Equip	\$0	\$0	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Revenues	121-41-841-18100	Operating Transfers In	\$75,647	\$34,320	\$71,778	\$100,536
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-21100	Permanent	(\$765,783)	(\$848,973)	(\$1,017,012)	(\$1,135,885)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-21104	Bilingual	\$0	\$0	\$0	(\$19,050)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-21120	Overtime	(\$3,084)	(\$3,099)	(\$10,392)	(\$10,392)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-21130	Auto Allowance	\$0	\$0	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-21410	Holiday Pay	\$0	\$0	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-22100	Other Employee Benefits	(\$91,213)	(\$91,378)	(\$45,849)	\$0
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-22101	Medicare	\$0	\$0	\$0	(\$16,747)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-22102	Social Security (FICA)	\$0	\$0	\$0	(\$1,928)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-22103	401a Contributions	\$0	\$0	\$0	(\$13,769)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-22105	State Disability	\$0	\$0	\$0	(\$13,703)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-22106	Unemployment	\$0	\$0	\$0	(\$2,596)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-22109	Cellphone Stipends	\$0	\$0	\$0	(\$8,616)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-22110	Health (Medical-Dental-Vision)	(\$114,153)	(\$104,248)	(\$168,707)	(\$212,649)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-22120	Pension	(\$200,323)	(\$229,224)	(\$292,777)	(\$334,191)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-22125	PRST Contribution	\$0	\$0	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-30120	Uniform Allowance	\$0	\$0	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-30280	Telephone/Communications	(\$9,989)	(\$11,656)	(\$15,800)	(\$6,800)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-30350	Household Expenses	\$0	\$0	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-30500	Workers' Comp Ins Expense	(\$7,650)	(\$15,324)	(\$20,768)	(\$17,250)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-30510	Liability Insurance Expense	(\$4,970)	(\$11,141)	(\$17,637)	(\$17,498)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-31200	Equip Maintenance & Repair	\$0	\$0	(\$1,500)	(\$1,500)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-31400	Building/Land Maint & Repair	(\$455)	(\$650)	(\$1,050)	(\$1,050)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-31700	Membership Fees	(\$8,260)	(\$12,785)	(\$15,000)	(\$15,300)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-32000	Office Expense	(\$5,890)	(\$6,890)	(\$8,500)	(\$8,500)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-32010	TECHNOLOGY EXPENSES	(\$25,138)	(\$23,965)	(\$45,000)	(\$38,543)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-32020	Technology Expense-Software Licenses	(\$30,733)	(\$17,677)	(\$109,800)	(\$99,259)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-32030	Copier Pool	\$0	\$0	\$0	(\$400)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-32450	Contract Services	(\$638,304)	(\$544,228)	(\$765,860)	(\$1,278,250)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-32950	Rents & Leases - Real Property	(\$23,879)	\$0	(\$23,878)	(\$38,150)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-33100	Education & Training	\$0	\$0	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-33120	Special Department Expense	(\$53,939)	(\$41,896)	(\$77,800)	(\$98,000)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-33121	Special Dept-Student Loan Reim	(\$20,000)	(\$48,577)	(\$20,000)	(\$50,000)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-33150	Loan Interest Expense	\$0	\$0	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-33350	Travel & Training Expense	(\$6,636)	(\$9,771)	(\$20,000)	(\$20,000)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-33351	Vehicle Fuel Costs	(\$64)	(\$971)	(\$3,000)	(\$3,000)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-33360	Motor Pool Expense	\$0	\$0	(\$8,500)	(\$8,500)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-33600	Utilities	(\$2,412)	(\$3,637)	(\$7,600)	(\$7,600)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-33602	Civic Center Utilities	(\$6,036)	(\$8,166)	(\$11,430)	(\$11,430)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-52011	Buildings & Improvements	(\$134)	(\$20,982)	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-53022	Fixed Assets: Buildings	(\$222,877)	\$0	(\$1,577,124)	(\$1,577,124)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-53030	Capital Equipment, \$5,000+	(\$35,799)	\$0	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-60100	Operating Transfers Out	(\$109,698)	(\$156,396)	(\$50,000)	(\$50,000)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-60110	Civic Center Rent	\$0	\$0	(\$130,745)	(\$131,645)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-70500	Credit Card Clearing Account	\$0	\$0	\$0	\$0
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-72960	A-87 Indirect Costs	(\$73,320)	(\$71,873)	(\$76,986)	(\$149,001)
BH 121-41-841 (Mental Health Service Act)	Expenses	121-41-841-91010	Contingency	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$2,676,300	\$2,241,169	\$2,382,358	\$4,051,498
<b>Total Expenses</b>				(\$2,460,740)	(\$2,283,508)	(\$4,542,715)	(\$5,398,325)
<b>Net Cost</b>				\$215,560	(\$42,339)	(\$2,160,357)	(\$1,346,827)

Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
BH 122-41-840 (Behavioral Health Realignment)	Revenues	122-41-840-14010	Interest Income	\$40,577	\$38,731	\$0	\$38,000
BH 122-41-840 (Behavioral Health Realignment)	Revenues	122-41-840-15443	St: 2011 Realignment	\$535,081	\$588,543	\$560,254	\$584,631
BH 122-41-840 (Behavioral Health Realignment)	Revenues	122-41-840-18100	Operating Transfers In	\$0	\$0	\$0	\$0
BH 122-41-840 (Behavioral Health Realignment)	Expenses	122-41-840-21100	Permanent	\$0	\$0	\$0	\$0
BH 122-41-840 (Behavioral Health Realignment)	Expenses	122-41-840-21130	Auto Allowance	\$0	\$0	\$0	\$0
BH 122-41-840 (Behavioral Health Realignment)	Expenses	122-41-840-21410	Holiday Pay	\$0	\$0	\$0	\$0
BH 122-41-840 (Behavioral Health Realignment)	Expenses	122-41-840-22100	Other Employee Benefits	\$0	\$0	\$0	\$0
BH 122-41-840 (Behavioral Health Realignment)	Expenses	122-41-840-22110	Health (Medical-Dental-Vision)	\$0	\$0	\$0	\$0
BH 122-41-840 (Behavioral Health Realignment)	Expenses	122-41-840-22120	Pension	\$0	\$0	\$0	\$0
BH 122-41-840 (Behavioral Health Realignment)	Expenses	122-41-840-30120	Uniform Allowance	\$0	\$0	\$0	\$0
BH 122-41-840 (Behavioral Health Realignment)	Expenses	122-41-840-30280	Telephone/Communications	\$0	\$0	\$0	\$0
BH 122-41-840 (Behavioral Health Realignment)	Expenses	122-41-840-53030	Capital Equipment, \$5,000+	\$0	\$0	\$0	\$0
BH 122-41-840 (Behavioral Health Realignment)	Expenses	122-41-840-60100	Operating Transfers Out	(\$512,691)	(\$4,173)	(\$1,091,384)	(\$895,460)
BH 122-41-840 (Behavioral Health Realignment)	Expenses	122-41-840-60110	Civic Center Rent	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$575,657	\$627,273	\$560,254	\$622,631
<b>Total Expenses</b>				(\$512,691)	(\$4,173)	(\$1,091,384)	(\$895,460)
<b>Net Cost</b>				\$62,966	\$623,100	(\$531,130)	(\$272,829)

Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
FN 134-440-860 (EMS Fund)	Revenues	134-41-860-13040	Court Fines & Penalties	\$109,907	\$93,453	\$35,000	\$60,000
FN 134-440-860 (EMS Fund)	Revenues	134-41-860-14010	Interest Income	\$5,566	\$6,474	\$8,000	\$8,000
FN 134-440-860 (EMS Fund)	Revenues	134-41-860-15071	St: Ems	\$0	\$0	\$0	\$0
FN 134-440-860 (EMS Fund)	Expenses	134-41-860-20010	Expenditures	(\$10,804)	\$0	(\$10,879)	(\$17,204)
<b>Total Revenues</b>				\$115,473	\$99,927	\$43,000	\$68,000
<b>Total Expenses</b>				(\$10,804)	\$0	(\$10,879)	(\$17,204)
<b>Net Cost</b>				\$104,669	\$99,927	\$32,121	\$50,796



Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PH 130-41-860 (Public Health )	Revenues	130-41-860-13020	Car Seat Safety -Vc27360	\$212	\$545	\$250	\$250
PH 130-41-860 (Public Health )	Revenues	130-41-860-13080	Aids Edu -H&S 11377C	\$337	\$359	\$250	\$250
PH 130-41-860 (Public Health )	Revenues	130-41-860-14010	Interest Income	\$15,453	\$13,212	\$5,000	\$5,000
PH 130-41-860 (Public Health )	Revenues	130-41-860-15060	St: Home Visit Prop 10	\$0	\$0	\$0	\$321,591
PH 130-41-860 (Public Health )	Revenues	130-41-860-15070	St: Hmep Grant	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-15080	St: Public Health Grants	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-15151	St: Maternal Child Health	\$29,860	\$79,049	\$113,325	\$113,325
PH 130-41-860 (Public Health )	Revenues	130-41-860-15152	St: Infectious Disease Prevention & Control	\$108,342	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-15171	St: Chdp Gran	\$2,178	\$3,370	\$3,936	\$4,273
PH 130-41-860 (Public Health )	Revenues	130-41-860-15180	St: Hiv Testing Grant	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-15190	St: Hiv Surveillance	\$2,374	\$1,345	\$3,000	\$1,719
PH 130-41-860 (Public Health )	Revenues	130-41-860-15201	St: Ryan White Hiv Grant	\$4,126	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-15202	St: Misc State Grants	\$144,000	\$108,000	\$0	\$393,459
PH 130-41-860 (Public Health )	Revenues	130-41-860-15203	St: Medi-Cal Administrative Activities (MAA)	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-15204	CMSP Grant - County Wellness & Prevention	\$9,500	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-15205	St: Rural CUPA Support Grant (RCSG)	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-15206	St: Local Oral Health Prog Grant (LOHP) Prop 56	\$18,547	\$78,490	\$141,055	\$141,055
PH 130-41-860 (Public Health )	Revenues	130-41-860-15207	St: CMSP CERG	\$100,000	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-15240	St: Subvention Fund	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-15260	St: Foster Care	\$1,509	\$3,750	\$19,990	\$10,000
PH 130-41-860 (Public Health )	Revenues	130-41-860-15270	St: Mtp	\$0	\$0	\$5,817	\$6,156
PH 130-41-860 (Public Health )	Revenues	130-41-860-15351	St: Cviiis Grant	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-15352	St: Immunization Grant	\$3,743	\$73,771	\$528,923	\$303,257
PH 130-41-860 (Public Health )	Revenues	130-41-860-15353	St: WeVax	\$0	\$350,000	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-15437	Realignment Backfill Support	\$119,800	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-15441	St: Realignment-Pubhealth	\$1,420,534	\$1,755,177	\$1,454,067	\$1,454,067
PH 130-41-860 (Public Health )	Revenues	130-41-860-15444	St: Realignment Ccs	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-15553	Federal CARES Act	\$874,521	\$1,136,331	\$1,817,799	\$1,045,727
PH 130-41-860 (Public Health )	Revenues	130-41-860-15571	Fed: Wic-Women Infant & Child	\$213,621	\$121,953	\$321,383	\$298,308
PH 130-41-860 (Public Health )	Revenues	130-41-860-16240	Labor Reimbursement	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-16300	Social Services Ccs Fees	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-16380	Administrative-Ccs	\$178,067	\$213,206	\$239,103	\$140,277
PH 130-41-860 (Public Health )	Revenues	130-41-860-16501	Adult Immunizations	\$4,913	\$3,700	\$2,500	\$5,000
PH 130-41-860 (Public Health )	Revenues	130-41-860-16601	Misc Clinical Services	\$5	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-16602	Mh Hiv Testing	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-16605	Solid Waste Service Fees	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-16650	Medical Mj Id Card Application	\$0	\$250	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-16901	Ccs Client Fees	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-16952	Home Visiting Client Fees	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-17010	Miscellaneous Revenue	\$586	\$1,012	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-17020	Prior Year Revenue	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-17555	Private Org Grants	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-18020	Sale Of Surplus Supplies/Equip	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Revenues	130-41-860-18100	Operating Transfers In	\$24,170	\$20,896	\$135,024	\$151,000
PH 130-41-860 (Public Health )	Expenses	130-41-860-21100	Permanent	(\$960,433)	(\$1,264,597)	(\$1,896,226)	(\$1,786,344)
PH 130-41-860 (Public Health )	Expenses	130-41-860-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Expenses	130-41-860-21104	Bilingual	\$0	\$0	\$0	(\$16,500)
PH 130-41-860 (Public Health )	Expenses	130-41-860-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$6,444)
PH 130-41-860 (Public Health )	Expenses	130-41-860-21120	Overtime	(\$31,963)	(\$31,840)	(\$15,000)	(\$10,000)
PH 130-41-860 (Public Health )	Expenses	130-41-860-21130	Auto Allowance	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Expenses	130-41-860-21410	Holiday Pay	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Expenses	130-41-860-22100	Other Employee Benefits	(\$102,152)	(\$139,334)	(\$65,613)	\$0
PH 130-41-860 (Public Health )	Expenses	130-41-860-22101	Medicare	\$0	\$0	\$0	(\$26,235)
PH 130-41-860 (Public Health )	Expenses	130-41-860-22102	Social Security (FICA)	\$0	\$0	\$0	(\$630)
PH 130-41-860 (Public Health )	Expenses	130-41-860-22103	401a Contributions	\$0	\$0	\$0	(\$7,058)
PH 130-41-860 (Public Health )	Expenses	130-41-860-22104	Life Insurance	\$0	\$0	\$0	(\$1,655)
PH 130-41-860 (Public Health )	Expenses	130-41-860-22105	State Disability	\$0	\$0	\$0	(\$21,696)
PH 130-41-860 (Public Health )	Expenses	130-41-860-22106	Unemployment	\$0	\$0	\$0	(\$4,058)
PH 130-41-860 (Public Health )	Expenses	130-41-860-22109	Cellphone Stipends	\$0	\$0	\$0	(\$18,649)
PH 130-41-860 (Public Health )	Expenses	130-41-860-22110	Health (Medical-Dental-Vision)	(\$111,276)	(\$205,613)	(\$358,512)	(\$338,177)
PH 130-41-860 (Public Health )	Expenses	130-41-860-22120	Pension	(\$247,157)	(\$375,703)	(\$531,878)	(\$523,735)
PH 130-41-860 (Public Health )	Expenses	130-41-860-22125	PRST Contribution	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Expenses	130-41-860-30120	Uniform Allowance	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Expenses	130-41-860-30280	Telephone/Communications	(\$14,421)	(\$23,974)	(\$35,204)	(\$11,280)
PH 130-41-860 (Public Health )	Expenses	130-41-860-30500	Workers' Comp Ins Expense	(\$117,747)	(\$113,845)	(\$135,327)	(\$127,278)
PH 130-41-860 (Public Health )	Expenses	130-41-860-30510	Liability Insurance Expense	(\$10,075)	(\$12,670)	(\$25,227)	(\$36,167)
PH 130-41-860 (Public Health )	Expenses	130-41-860-31200	Equip Maintenance & Repair	(\$1,314)	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Expenses	130-41-860-31530	Medical/Dental & Lab Supplies	(\$9,289)	(\$34,537)	(\$5,502)	(\$12,282)
PH 130-41-860 (Public Health )	Expenses	130-41-860-31700	Membership Fees	(\$6,960)	(\$11,197)	(\$11,490)	(\$12,735)
PH 130-41-860 (Public Health )	Expenses	130-41-860-32000	Office Expense	(\$6,599)	(\$18,035)	(\$40,044)	(\$17,010)

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PH 130-41-860 (Public Health )	Expenses	130-41-860-32010	TECHNOLOGY EXPENSES	(\$31,750)	(\$45,616)	(\$62,561)	(\$55,651)
PH 130-41-860 (Public Health )	Expenses	130-41-860-32020	Technology Expense-Software Licenses	(\$5,965)	(\$6,614)	(\$12,675)	(\$12,775)
PH 130-41-860 (Public Health )	Expenses	130-41-860-32030	Copier Pool	\$0	\$0	(\$4,000)	(\$2,371)
PH 130-41-860 (Public Health )	Expenses	130-41-860-32450	Contract Services	(\$66,747)	(\$45,151)	(\$18,000)	(\$321,217)
PH 130-41-860 (Public Health )	Expenses	130-41-860-32500	Professional & Specialized Ser	(\$711)	(\$1,672)	(\$1,788)	(\$4,000)
PH 130-41-860 (Public Health )	Expenses	130-41-860-32510	Css Treatment Ser	(\$1,808)	(\$1,078)	(\$2,112)	(\$2,112)
PH 130-41-860 (Public Health )	Expenses	130-41-860-32950	Rents & Leases - Real Property	(\$10,176)	(\$6,648)	(\$9,960)	(\$10,356)
PH 130-41-860 (Public Health )	Expenses	130-41-860-33010	Small Tools & Instruments	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Expenses	130-41-860-33100	Education & Training	(\$300)	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Expenses	130-41-860-33120	Special Department Expense	(\$29,404)	(\$334,856)	(\$207,871)	(\$201,809)
PH 130-41-860 (Public Health )	Expenses	130-41-860-33350	Travel & Training Expense	(\$22,029)	(\$13,734)	(\$126,605)	(\$38,759)
PH 130-41-860 (Public Health )	Expenses	130-41-860-33351	Vehicle Fuel Costs	(\$646)	(\$1,858)	(\$1,594)	(\$2,550)
PH 130-41-860 (Public Health )	Expenses	130-41-860-33360	Motor Pool Expense	(\$1,558)	(\$4,809)	(\$20,464)	(\$52,492)
PH 130-41-860 (Public Health )	Expenses	130-41-860-33600	Utilities	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Expenses	130-41-860-33602	Civic Center Utilities	(\$9,471)	(\$10,541)	(\$10,480)	(\$10,480)
PH 130-41-860 (Public Health )	Expenses	130-41-860-53030	Capital Equipment, \$5,000+	(\$23,187)	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Expenses	130-41-860-60100	Operating Transfers Out	(\$752,786)	(\$1,427,250)	(\$647,715)	(\$735,176)
PH 130-41-860 (Public Health )	Expenses	130-41-860-60110	Civic Center Rent	\$0	\$0	(\$168,834)	(\$170,489)
PH 130-41-860 (Public Health )	Expenses	130-41-860-70250	Prior Period Adjustments	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Expenses	130-41-860-70500	Credit Card Clearing Account	\$0	\$0	\$0	\$0
PH 130-41-860 (Public Health )	Expenses	130-41-860-72960	A-87 Indirect Costs	(\$295,688)	(\$410,813)	(\$413,964)	(\$411,170)
<b>Total Revenues</b>				\$3,276,397	\$3,964,416	\$4,791,422	\$4,394,714
<b>Total Expenses</b>				(\$2,871,613)	(\$4,541,984)	(\$4,828,645)	(\$5,009,338)
<b>Net Cost</b>				\$404,784	(\$577,569)	(\$37,224)	(\$614,624)

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Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PH 131-41-847 (Public Health Education)	Revenues	131-41-847-13080	Aids Edu -H&S 11377C	\$0	\$0	\$0	\$0
PH 131-41-847 (Public Health Education)	Revenues	131-41-847-14010	Interest Income	(\$5,415)	(\$4,925)	\$0	\$0
PH 131-41-847 (Public Health Education)	Revenues	131-41-847-15250	St: Health Ed-Tobacco	\$0	\$0	\$0	\$0
PH 131-41-847 (Public Health Education)	Revenues	131-41-847-15301	St: Hiv Education And Preventi	\$0	\$0	\$0	\$0
PH 131-41-847 (Public Health Education)	Revenues	131-41-847-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
PH 131-41-847 (Public Health Education)	Revenues	131-41-847-17020	Prior Year Revenue	\$0	\$0	\$0	\$0
PH 131-41-847 (Public Health Education)	Revenues	131-41-847-18100	Operating Transfers In	\$310,012	\$781,903	\$326,022	\$346,127
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-21100	Permanent	(\$90,423)	(\$122,084)	(\$120,543)	(\$121,912)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-21104	Bilingual	\$0	\$0	\$0	(\$1,200)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$106)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-21120	Overtime	(\$951)	\$0	\$0	\$0
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-22100	Other Employee Benefits	(\$10,437)	(\$14,909)	(\$5,744)	\$0
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-22101	Medicare	\$0	\$0	\$0	(\$1,787)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-22103	401a Contributions	\$0	\$0	\$0	(\$2,423)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-22104	Life Insurance	\$0	\$0	\$0	(\$53)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-22105	State Disability	\$0	\$0	\$0	(\$1,479)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-22106	Unemployment	\$0	\$0	\$0	(\$283)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-22109	Cellphone Stipends	\$0	\$0	\$0	(\$1,903)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-22110	Health (Medical-Dental-Vision)	(\$7,150)	(\$14,854)	(\$21,407)	(\$24,956)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-22120	Pension	(\$25,490)	(\$30,484)	(\$34,871)	(\$36,380)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-30280	Telephone/Communications	(\$2,310)	(\$2,810)	(\$3,823)	(\$960)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-30500	Workers' Comp Ins Expense	(\$1,248)	(\$1,368)	(\$2,617)	(\$1,628)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-30510	Liability Insurance Expense	(\$623)	(\$610)	(\$1,060)	(\$966)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-31700	Membership Fees	(\$658)	(\$2,350)	(\$305)	(\$305)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-32000	Office Expense	(\$1,319)	(\$893)	(\$450)	(\$984)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-32010	TECHNOLOGY EXPENSES	(\$1,293)	(\$3,034)	(\$3,318)	(\$1,882)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-32020	Technology Expense-Software Licenses	(\$793)	(\$489)	\$0	(\$400)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-32030	Copier Pool	\$0	\$0	\$0	(\$400)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-32450	Contract Services	(\$6,400)	(\$19,050)	(\$28,669)	(\$26,869)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-33101	Educational Materials	(\$3,725)	(\$11,508)	\$0	(\$3,000)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-33102	Promotions	(\$756)	(\$1,221)	\$0	(\$2,370)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-33120	Special Department Expense	(\$63,189)	(\$262,315)	(\$41,289)	(\$45,449)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-33350	Travel & Training Expense	(\$924)	(\$5,494)	(\$14,917)	(\$16,797)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-33351	Vehicle Fuel Costs	(\$226)	(\$368)	\$0	(\$500)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-33360	Motor Pool Expense	(\$495)	(\$574)	\$0	(\$1,500)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-33602	Civic Center Utilities	(\$786)	(\$885)	(\$879)	(\$879)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-60100	Operating Transfers Out	(\$14,051)	(\$14,174)	(\$22,432)	(\$25,000)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-60110	Civic Center Rent	\$0	\$0	(\$14,168)	(\$14,167)
PH 131-41-847 (Public Health Education)	Expenses	131-41-847-72960	A-87 Indirect Costs	(\$9,099)	\$3,310	(\$9,554)	(\$26,541)
<b>Total Revenues</b>				\$304,598	\$776,978	\$326,022	\$346,127
<b>Total Expenses</b>				(\$242,346)	(\$506,165)	(\$326,045)	(\$363,077)
<b>Net Cost</b>				\$62,251	\$270,814	(\$23)	(\$16,950)

Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PH 133-41-860 (Bio-Terrorism)	Revenues	133-41-860-14010	Interest Income	(\$1,672)	(\$2,348)	\$485	\$0
PH 133-41-860 (Bio-Terrorism)	Revenues	133-41-860-15015	Homeland Security Grant	\$0	\$0	\$0	\$0
PH 133-41-860 (Bio-Terrorism)	Revenues	133-41-860-15502	Fed: Hrsa Revenue	\$0	\$0	\$0	\$0
PH 133-41-860 (Bio-Terrorism)	Revenues	133-41-860-15550	Fed: Arra Revenue-American Rec	\$0	\$0	\$0	\$0
PH 133-41-860 (Bio-Terrorism)	Revenues	133-41-860-15551	FED: PANDEMIC FLU	\$28,087	\$20,632	\$60,438	\$60,438
PH 133-41-860 (Bio-Terrorism)	Revenues	133-41-860-15552	Fed: Ebola Grant	\$0	\$0	\$0	\$0
PH 133-41-860 (Bio-Terrorism)	Revenues	133-41-860-15600	Fed: Bio Terrorism	\$0	\$0	\$0	\$0
PH 133-41-860 (Bio-Terrorism)	Revenues	133-41-860-15660	Fed: BT - HPP Hospital Preparedness Program	\$223,506	\$109,271	\$121,619	\$121,619
PH 133-41-860 (Bio-Terrorism)	Revenues	133-41-860-15661	Fed: BT - PHEP PH Emergency Preparedness	\$64,219	\$73,226	\$116,701	\$116,901
PH 133-41-860 (Bio-Terrorism)	Revenues	133-41-860-15819	Fed: Misc Fed Grants	\$0	\$0	\$0	\$0
PH 133-41-860 (Bio-Terrorism)	Revenues	133-41-860-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
PH 133-41-860 (Bio-Terrorism)	Revenues	133-41-860-17020	Prior Year Revenue	\$0	\$0	\$0	\$0
PH 133-41-860 (Bio-Terrorism)	Revenues	133-41-860-18100	Operating Transfers In	\$41,538	\$88,503	\$50,497	\$14,211
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-21100	Permanent	(\$258,142)	(\$119,046)	(\$122,553)	(\$102,847)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-21104	Bilingual	\$0	\$0	\$0	(\$300)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$180)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-21120	Overtime	(\$17,802)	(\$228)	(\$4,915)	(\$5,000)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-22100	Other Employee Benefits	(\$36,086)	(\$14,927)	(\$7,007)	\$0
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-22101	Medicare	\$0	\$0	\$0	(\$1,498)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-22103	401a Contributions	\$0	\$0	\$0	(\$3,003)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-22104	Life Insurance	\$0	\$0	\$0	(\$38)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-22105	State Disability	\$0	\$0	\$0	(\$1,240)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-22106	Unemployment	\$0	\$0	\$0	(\$237)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-22109	Cellphone Stipends	\$0	\$0	\$0	(\$1,487)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-22110	Health (Medical-Dental-Vision)	(\$26,590)	(\$23,789)	(\$30,538)	(\$32,375)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-22120	Pension	(\$51,142)	(\$35,461)	(\$35,320)	(\$30,480)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-30280	Telephone/Communications	(\$14,188)	(\$7,497)	(\$15,876)	(\$7,500)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-30500	Workers' Comp Ins Expense	(\$1,435)	(\$1,368)	(\$1,309)	(\$1,434)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-30510	Liability Insurance Expense	(\$623)	(\$610)	(\$530)	(\$851)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-31530	Medical/Dental & Lab Supplies	(\$4,478)	\$0	\$0	\$0
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-32000	Office Expense	(\$137)	(\$1,116)	\$0	(\$873)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-32010	TECHNOLOGY EXPENSES	(\$945)	\$0	(\$1,818)	(\$2,390)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-32020	Technology Expense-Software Licenses	(\$404)	(\$361)	\$0	(\$400)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-32450	Contract Services	\$0	\$0	(\$939)	(\$10,939)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-32950	Rents & Leases - Real Property	(\$1,661)	(\$2,310)	(\$2,520)	(\$2,772)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-33120	Special Department Expense	(\$29,531)	(\$52,961)	(\$36,500)	(\$31,313)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-33350	Travel & Training Expense	(\$1,608)	(\$4,489)	(\$16,040)	(\$21,299)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-33602	Civic Center Utilities	(\$875)	(\$984)	(\$979)	(\$979)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-53030	Capital Equipment, \$5,000+	(\$30,024)	\$0	\$0	\$0
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-60100	Operating Transfers Out	(\$15,634)	(\$15,761)	(\$19,321)	(\$25,000)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-60110	Civic Center Rent	\$0	\$0	(\$15,766)	(\$15,764)
PH 133-41-860 (Bio-Terrorism)	Expenses	133-41-860-72960	A-87 Indirect Costs	(\$36,030)	(\$18,959)	(\$37,832)	(\$14,679)
<b>Total Revenues</b>				\$355,677	\$289,283	\$349,740	\$313,169
<b>Total Expenses</b>				(\$527,334)	(\$299,867)	(\$349,763)	(\$314,878)
<b>Net Cost</b>				(\$171,656)	(\$10,583)	(\$23)	(\$1,709)

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Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-12020	Business License Fees	\$1,624	\$1,785	\$1,500	\$1,500
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-12070	Camp Permits	\$1,458	\$1,944	\$1,944	\$1,944
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-12100	Septic Permits	\$21,732	\$21,159	\$9,989	\$9,989
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-12112	Well Permits	\$8,428	\$15,835	\$10,500	\$10,500
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-12115	Misc Permits	\$162	\$912	\$876	\$876
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-12120	Food Permits	\$70,871	\$75,294	\$75,572	\$75,572
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-12130	Pool Permits	\$56,667	\$36,050	\$53,390	\$51,969
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-12140	Underground Tank Permits	\$57,885	\$69,598	\$62,407	\$67,863
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-12150	Small Water System Permits	\$42,864	\$37,098	\$41,229	\$43,387
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-12180	Landfill Permits	\$12,150	\$11,664	\$12,150	\$12,150
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-14010	Interest Income	(\$1,968)	(\$4,212)	\$0	\$0
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-15121	St: Lea Grant	\$16,500	\$16,468	\$16,500	\$16,665
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-15202	St: Misc State Grants	\$0	\$0	\$0	\$0
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-15205	St: Rural CUPA Support Grant (RCSG)	\$0	\$0	\$0	\$0
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-15441	St: Realignment-Pubhealth	\$0	\$0	\$0	\$0
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-16240	Labor Reimbursement	\$0	\$0	\$0	\$0
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-16605	Solid Waste Service Fees	\$51,549	\$61,269	\$45,000	\$45,000
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
PH 137-41-862 (Environmental Health)	Revenues	137-41-862-18100	Operating Transfers In	\$541,924	\$846,054	\$668,127	\$670,874
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-21100	Permanent	(\$410,318)	(\$484,268)	(\$366,272)	(\$377,645)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	(\$3,472)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-22100	Other Employee Benefits	(\$58,226)	(\$54,223)	(\$21,521)	\$0
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-22101	Medicare	\$0	\$0	\$0	(\$5,526)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-22103	401a Contributions	\$0	\$0	\$0	(\$9,480)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-22104	Life Insurance	\$0	\$0	\$0	(\$330)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-22105	State Disability	\$0	\$0	\$0	(\$4,573)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-22106	Unemployment	\$0	\$0	\$0	(\$838)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-22109	Cellphone Stipends	\$0	\$0	\$0	(\$4,557)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-22110	Health (Medical-Dental-Vision)	(\$75,256)	(\$66,641)	(\$65,619)	(\$78,558)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-22120	Pension	(\$120,706)	(\$116,446)	(\$105,316)	(\$111,594)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-22125	PRST Contribution	\$0	\$0	\$0	\$0
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-30120	Uniform Allowance	\$0	\$0	\$0	\$0
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-30280	Telephone/Communications	(\$5,719)	(\$5,371)	(\$4,612)	\$0
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-30500	Workers' Comp Ins Expense	(\$39,249)	(\$37,948)	(\$30,719)	(\$4,312)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-30510	Liability Insurance Expense	(\$3,359)	(\$4,223)	(\$5,726)	(\$2,559)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-31530	Medical/Dental & Lab Supplies	\$0	\$0	(\$500)	(\$500)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-31700	Membership Fees	(\$1,442)	(\$1,642)	(\$1,665)	(\$1,665)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-32000	Office Expense	(\$2,690)	(\$4,104)	(\$2,920)	(\$2,920)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-32010	TECHNOLOGY EXPENSES	(\$5,002)	(\$7,255)	(\$9,698)	(\$9,569)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-32020	Technology Expense-Software Licenses	(\$17,725)	(\$18,789)	(\$19,729)	(\$21,504)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-32030	Copier Pool	\$0	\$0	(\$1,080)	(\$2,371)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-32450	Contract Services	(\$103,244)	(\$107,113)	(\$110,750)	(\$110,500)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-32800	Publications & Legal Notices	(\$82)	\$0	(\$100)	(\$100)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-32950	Rents & Leases - Real Property	(\$2,002)	(\$2,000)	(\$2,000)	(\$2,000)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-33120	Special Department Expense	(\$305)	(\$1,080)	(\$500)	(\$500)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-33350	Travel & Training Expense	(\$350)	(\$1,048)	(\$2,269)	(\$2,269)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-33351	Vehicle Fuel Costs	(\$3,654)	(\$5,418)	(\$4,000)	(\$4,000)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-33360	Motor Pool Expense	(\$10,870)	(\$12,859)	(\$12,000)	(\$12,000)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-33602	Civic Center Utilities	(\$3,045)	(\$3,311)	(\$3,292)	(\$3,292)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-60100	Operating Transfers Out	(\$54,428)	(\$53,022)	(\$67,271)	(\$75,000)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-60110	Civic Center Rent	\$0	\$0	(\$53,030)	(\$53,020)
PH 137-41-862 (Environmental Health)	Expenses	137-41-862-72960	A-87 Indirect Costs	(\$98,563)	(\$137,783)	(\$108,665)	(\$295,467)
<b>Total Revenues</b>				<b>\$881,845</b>	<b>\$1,190,918</b>	<b>\$999,184</b>	<b>\$1,008,289</b>
<b>Total Expenses</b>				<b>(\$1,016,235)</b>	<b>(\$1,124,544)</b>	<b>(\$999,254)</b>	<b>(\$1,200,121)</b>
<b>Net Cost</b>				<b>(\$134,390)</b>	<b>\$66,375</b>	<b>(\$70)</b>	<b>(\$191,832)</b>

Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PH 135-41-847 (Prop 99 Public Health Education)	Revenues	135-41-847-14010	Interest Income	\$2,202	\$3,468	\$0	\$0
PH 135-41-847 (Prop 99 Public Health Education)	Revenues	135-41-847-15250	St: Health Ed-Tobacco	\$112,500	\$225,000	\$150,000	\$150,000
PH 135-41-847 (Prop 99 Public Health Education)	Expenses	135-41-847-60100	Operating Transfers Out	(\$66,716)	(\$409,007)	(\$150,000)	(\$165,000)
<b>Total Revenues</b>				\$114,702	\$228,468	\$150,000	\$150,000
<b>Total Expenses</b>				(\$66,716)	(\$409,007)	(\$150,000)	(\$165,000)
<b>Net Cost</b>				\$47,985	(\$180,539)	\$0	(\$15,000)

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Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PH 136-41-847 (Prop 56 Health Education)	Revenues	136-41-847-14010	Interest Income	\$2,062	\$1,223	\$0	\$0
PH 136-41-847 (Prop 56 Health Education)	Revenues	136-41-847-15250	St: Health Ed-Tobacco	\$106,812	\$225,000	\$150,000	\$150,000
PH 136-41-847 (Prop 56 Health Education)	Expenses	136-41-847-60100	Operating Transfers Out	(\$243,296)	(\$226,840)	(\$150,000)	(\$150,000)
<b>Total Revenues</b>				\$108,874	\$226,223	\$150,000	\$150,000
<b>Total Expenses</b>				(\$243,296)	(\$226,840)	(\$150,000)	(\$150,000)
<b>Net Cost</b>				(\$134,422)	(\$617)	\$0	\$0

Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SS 110-51-868 (Social Services)	Revenues	110-51-868-14010	Interest Income	\$1,115	(\$5,649)	\$0	\$0
SS 110-51-868 (Social Services)	Revenues	110-51-868-14050	Rental Income	\$0	\$0	\$0	\$0
SS 110-51-868 (Social Services)	Revenues	110-51-868-15072	St: HDAP Housing & Disability Advocacy Program	\$25,331	\$0	\$125,000	\$0
SS 110-51-868 (Social Services)	Revenues	110-51-868-15611	Fed: Aid Recoupment	\$548	\$1,534	\$1,000	\$1,000
SS 110-51-868 (Social Services)	Revenues	110-51-868-16160	Birth Certificate Fees (Cctf)	\$0	\$0	\$0	\$0
SS 110-51-868 (Social Services)	Revenues	110-51-868-16240	Labor Reimbursement	\$0	\$0	\$0	\$0
SS 110-51-868 (Social Services)	Revenues	110-51-868-17010	Miscellaneous Revenue	\$7,696	\$542	\$0	\$0
SS 110-51-868 (Social Services)	Revenues	110-51-868-18100	Operating Transfers In	\$4,753,380	\$5,196,409	\$6,809,781	\$6,893,147
SS 110-51-868 (Social Services)	Expenses	110-51-868-21100	Permanent	(\$1,822,161)	(\$1,977,671)	(\$2,334,676)	(\$2,190,851)
SS 110-51-868 (Social Services)	Expenses	110-51-868-21103	Education Add-on Pay	\$0	\$0	\$0	(\$16,198)
SS 110-51-868 (Social Services)	Expenses	110-51-868-21104	Bilingual	\$0	\$0	\$0	(\$24,000)
SS 110-51-868 (Social Services)	Expenses	110-51-868-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	\$0
SS 110-51-868 (Social Services)	Expenses	110-51-868-21120	Overtime	(\$41,513)	(\$37,674)	(\$50,000)	(\$23,534)
SS 110-51-868 (Social Services)	Expenses	110-51-868-21130	Auto Allowance	\$0	\$0	\$0	\$0
SS 110-51-868 (Social Services)	Expenses	110-51-868-21410	Holiday Pay	\$0	\$0	\$0	\$0
SS 110-51-868 (Social Services)	Expenses	110-51-868-22100	Other Employee Benefits	(\$229,269)	(\$224,466)	(\$108,781)	\$0
SS 110-51-868 (Social Services)	Expenses	110-51-868-22101	Medicare	\$0	\$0	\$0	(\$32,350)
SS 110-51-868 (Social Services)	Expenses	110-51-868-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
SS 110-51-868 (Social Services)	Expenses	110-51-868-22103	401a Contributions	\$0	\$0	\$0	(\$46,727)
SS 110-51-868 (Social Services)	Expenses	110-51-868-22105	State Disability	\$0	\$0	\$0	(\$26,512)
SS 110-51-868 (Social Services)	Expenses	110-51-868-22106	Unemployment	\$0	\$0	\$0	(\$4,977)
SS 110-51-868 (Social Services)	Expenses	110-51-868-22109	Cellphone Stipends	\$0	\$0	\$0	(\$24,900)
SS 110-51-868 (Social Services)	Expenses	110-51-868-22110	Health (Medical-Dental-Vision)	(\$330,431)	(\$294,586)	(\$411,165)	(\$504,219)
SS 110-51-868 (Social Services)	Expenses	110-51-868-22120	Pension	(\$523,443)	(\$565,717)	(\$633,935)	(\$659,275)
SS 110-51-868 (Social Services)	Expenses	110-51-868-30280	Telephone/Communications	(\$30,329)	(\$30,766)	(\$31,028)	(\$8,000)
SS 110-51-868 (Social Services)	Expenses	110-51-868-30281	Advisory Board Mandates	\$0	\$0	\$0	\$0
SS 110-51-868 (Social Services)	Expenses	110-51-868-30500	Workers' Comp Ins Expense	(\$37,543)	(\$37,918)	(\$36,724)	(\$33,023)
SS 110-51-868 (Social Services)	Expenses	110-51-868-30510	Liability Insurance Expense	(\$24,814)	(\$30,232)	(\$22,049)	(\$26,011)
SS 110-51-868 (Social Services)	Expenses	110-51-868-31700	Membership Fees	(\$20,764)	(\$21,796)	(\$22,885)	(\$25,237)
SS 110-51-868 (Social Services)	Expenses	110-51-868-32000	Office Expense	(\$41,998)	(\$40,026)	(\$39,140)	(\$39,140)
SS 110-51-868 (Social Services)	Expenses	110-51-868-32010	TECHNOLOGY EXPENSES	(\$31,925)	(\$51,507)	(\$60,481)	(\$66,292)
SS 110-51-868 (Social Services)	Expenses	110-51-868-32020	Technology Expense-Software Licenses	\$0	\$0	\$0	\$0
SS 110-51-868 (Social Services)	Expenses	110-51-868-32030	Copier Pool	\$0	\$0	(\$11,600)	(\$20,240)
SS 110-51-868 (Social Services)	Expenses	110-51-868-32450	Contract Services	(\$96,998)	(\$110,731)	(\$320,088)	(\$650,088)
SS 110-51-868 (Social Services)	Expenses	110-51-868-32460	Pssf-Life Skills	\$0	\$0	\$0	\$0
SS 110-51-868 (Social Services)	Expenses	110-51-868-32461	Ihss - Ccs	(\$116,724)	(\$163,835)	(\$145,976)	(\$145,976)
SS 110-51-868 (Social Services)	Expenses	110-51-868-32462	Ihss - Advisory Board	(\$5,916)	(\$18,141)	(\$36,000)	(\$36,000)
SS 110-51-868 (Social Services)	Expenses	110-51-868-32500	Professional & Specialized Ser	(\$132,640)	(\$193,448)	(\$271,428)	(\$165,150)
SS 110-51-868 (Social Services)	Expenses	110-51-868-32600	Information Technology Service	(\$6,434)	(\$1,497)	(\$12,000)	(\$12,000)
SS 110-51-868 (Social Services)	Expenses	110-51-868-32950	Rents & Leases - Real Property	(\$13,970)	(\$8,600)	(\$17,216)	(\$21,955)
SS 110-51-868 (Social Services)	Expenses	110-51-868-33100	Education & Training	(\$1,146)	(\$2,730)	(\$7,500)	(\$7,500)
SS 110-51-868 (Social Services)	Expenses	110-51-868-33120	Special Department Expense	(\$47,288)	(\$67,401)	(\$198,000)	(\$175,000)
SS 110-51-868 (Social Services)	Expenses	110-51-868-33349	Specialized Training	(\$52,747)	(\$49,393)	(\$69,120)	(\$69,120)
SS 110-51-868 (Social Services)	Expenses	110-51-868-33350	Travel & Training Expense	(\$5,928)	(\$17,204)	(\$60,500)	(\$60,500)
SS 110-51-868 (Social Services)	Expenses	110-51-868-33351	Vehicle Fuel Costs	(\$3,818)	(\$8,883)	(\$15,320)	(\$15,320)
SS 110-51-868 (Social Services)	Expenses	110-51-868-33360	Motor Pool Expense	(\$11,333)	(\$20,925)	(\$24,859)	(\$86,805)
SS 110-51-868 (Social Services)	Expenses	110-51-868-33600	Utilities	(\$1,307)	(\$1,851)	(\$1,875)	(\$1,875)
SS 110-51-868 (Social Services)	Expenses	110-51-868-33602	Civic Center Utilities	(\$13,597)	(\$15,327)	(\$37,092)	(\$20,000)
SS 110-51-868 (Social Services)	Expenses	110-51-868-41104	Cws Ilp Incentive	(\$600)	(\$2,750)	(\$5,000)	(\$5,000)
SS 110-51-868 (Social Services)	Expenses	110-51-868-41105	Cws Ilp-Tip	\$0	\$0	(\$1,900)	(\$1,900)
SS 110-51-868 (Social Services)	Expenses	110-51-868-41106	Cws Ilp Work Program	\$0	\$0	(\$1,300)	(\$1,300)
SS 110-51-868 (Social Services)	Expenses	110-51-868-41107	Cws Direct Medical Payments	(\$3,410)	(\$5,649)	(\$15,000)	(\$15,000)
SS 110-51-868 (Social Services)	Expenses	110-51-868-41108	Wtw Child Care	\$0	(\$1,672)	(\$20,000)	(\$20,000)
SS 110-51-868 (Social Services)	Expenses	110-51-868-41109	Wtw Client Mileage	\$0	\$0	(\$10,000)	(\$10,000)
SS 110-51-868 (Social Services)	Expenses	110-51-868-41112	PSF Services	(\$10,026)	(\$10,359)	(\$10,000)	(\$10,000)
SS 110-51-868 (Social Services)	Expenses	110-51-868-41130	Adult Protective Services	\$0	(\$24,297)	(\$71,768)	(\$104,000)
SS 110-51-868 (Social Services)	Expenses	110-51-868-41131	Adult Services Ihss-Soc Serv	\$0	\$0	\$0	\$0
SS 110-51-868 (Social Services)	Expenses	110-51-868-53030	Capital Equipment, \$5,000+	\$0	\$0	\$0	\$0
SS 110-51-868 (Social Services)	Expenses	110-51-868-60100	Operating Transfers Out	(\$271,263)	(\$276,671)	(\$50,000)	(\$196,536)
SS 110-51-868 (Social Services)	Expenses	110-51-868-60110	Civic Center Rent	\$0	\$0	(\$242,918)	(\$247,092)
SS 110-51-868 (Social Services)	Expenses	110-51-868-72960	A-87 Indirect Costs	(\$650,342)	(\$811,407)	(\$682,859)	(\$569,400)
<b>Total Revenues</b>				\$4,788,070	\$5,192,836	\$6,935,781	\$6,894,147
<b>Total Expenses</b>				(\$4,579,679)	(\$5,125,127)	(\$6,090,184)	(\$6,419,004)
<b>Net Cost</b>				\$208,391	\$67,709	\$845,597	\$475,143



Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SS 110-52-870 (Aid Program)	Revenues	110-52-870-16014	Aid Repayments	\$1,818	\$1,627	\$0	\$0
SS 110-52-870 (Aid Program)	Revenues	110-52-870-17050	Donations & Contributions	\$0	\$0	\$0	\$0
SS 110-52-870 (Aid Program)	Expenses	110-52-870-41100	Support & Care Of Persons	(\$375,510)	(\$390,204)	(\$585,000)	(\$585,000)
SS 110-52-870 (Aid Program)	Expenses	110-52-870-41102	In Home Support Servs-Ihss	(\$134,696)	(\$135,420)	(\$137,434)	(\$137,434)
SS 110-52-870 (Aid Program)	Expenses	110-52-870-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$1,818	\$1,627	\$0	\$0
<b>Total Expenses</b>				(\$510,205)	(\$525,624)	(\$722,434)	(\$722,434)
<b>Net Cost</b>				(\$508,387)	(\$523,997)	(\$722,434)	(\$722,434)

Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SS 110-53-874 (General Relief)	Revenues	110-53-874-16015	General Assistance Repayments	\$310	\$30	\$0	\$0
SS 110-53-874 (General Relief)	Revenues	110-53-874-17050	Donations & Contributions	\$6,000	\$0	\$0	\$0
SS 110-53-874 (General Relief)	Revenues	110-53-874-18100	Operating Transfers In	\$8,260	\$8,218	\$15,000	\$15,000
SS 110-53-874 (General Relief)	Expenses	110-53-874-33120	Special Department Expense	\$0	\$0	\$0	\$0
SS 110-53-874 (General Relief)	Expenses	110-53-874-33350	Travel & Training Expense	(\$32)	\$0	\$0	\$0
SS 110-53-874 (General Relief)	Expenses	110-53-874-41100	Support & Care Of Persons	(\$8,129)	(\$7,955)	(\$13,000)	(\$13,000)
SS 110-53-874 (General Relief)	Expenses	110-53-874-41120	Shelter Supplies	(\$700)	(\$238)	(\$2,000)	(\$2,000)
SS 110-53-874 (General Relief)	Expenses	110-53-874-41210	Indigent Care	\$0	\$0	\$0	\$0
SS 110-53-874 (General Relief)	Expenses	110-53-874-72960	A-87 Indirect Costs	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$14,570	\$8,248	\$15,000	\$15,000
<b>Total Expenses</b>				(\$8,860)	(\$8,194)	(\$15,000)	(\$15,000)
<b>Net Cost</b>				\$5,710	\$54	\$0	\$0

Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SS 110-56-875 (Senior Program)	Revenues	110-56-875-15261	St: Medical Transports (Ltc)	\$22,500	\$30,000	\$30,000	\$30,000
SS 110-56-875 (Senior Program)	Revenues	110-56-875-15900	Oth: Other Govt Agencies	\$0	\$0	\$0	\$0
SS 110-56-875 (Senior Program)	Revenues	110-56-875-16199	Charges for Services - Interfund Transfers	\$0	\$0	\$0	\$0
SS 110-56-875 (Senior Program)	Revenues	110-56-875-16301	Mental Health Service Fees	\$120,000	\$50,000	\$50,000	\$50,000
SS 110-56-875 (Senior Program)	Revenues	110-56-875-16502	Imaaa Contract Revenue	\$184,834	\$178,234	\$321,349	\$216,122
SS 110-56-875 (Senior Program)	Revenues	110-56-875-16600	Customer Service Fees	\$8,576	\$12,292	\$7,500	\$8,083
SS 110-56-875 (Senior Program)	Revenues	110-56-875-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
SS 110-56-875 (Senior Program)	Revenues	110-56-875-18100	Operating Transfers In	\$89,444	\$125,000	\$231,360	\$136,499
SS 110-56-875 (Senior Program)	Expenses	110-56-875-21100	Permanent	(\$142,997)	(\$148,712)	(\$159,671)	(\$160,426)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
SS 110-56-875 (Senior Program)	Expenses	110-56-875-21104	Bilingual	\$0	\$0	\$0	(\$3,000)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	\$0
SS 110-56-875 (Senior Program)	Expenses	110-56-875-21120	Overtime	(\$178)	(\$135)	(\$135)	(\$1,000)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-21130	Auto Allowance	\$0	\$0	\$0	\$0
SS 110-56-875 (Senior Program)	Expenses	110-56-875-21410	Holiday Pay	\$0	\$0	\$0	\$0
SS 110-56-875 (Senior Program)	Expenses	110-56-875-22100	Other Employee Benefits	(\$18,306)	(\$18,260)	(\$8,323)	(\$77)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-22101	Medicare	\$0	\$0	\$0	(\$2,246)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
SS 110-56-875 (Senior Program)	Expenses	110-56-875-22103	401a Contributions	\$0	\$0	\$0	(\$3,320)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-22105	State Disability	\$0	\$0	\$0	(\$1,858)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-22106	Unemployment	\$0	\$0	\$0	(\$356)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-22109	Cellphone Stipends	\$0	\$0	\$0	(\$1,200)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-22110	Health (Medical-Dental-Vision)	(\$33,951)	(\$35,434)	(\$58,397)	(\$68,310)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-22120	Pension	(\$36,215)	(\$40,342)	(\$43,892)	(\$45,765)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-30120	Uniform Allowance	\$0	\$0	\$0	\$0
SS 110-56-875 (Senior Program)	Expenses	110-56-875-30280	Telephone/Communications	(\$1,316)	(\$1,158)	(\$1,000)	\$0
SS 110-56-875 (Senior Program)	Expenses	110-56-875-30300	Food Expenses	(\$86,807)	(\$71,900)	(\$95,000)	(\$95,000)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-30350	Household Expenses	(\$834)	(\$490)	(\$500)	(\$500)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-30500	Workers' Comp Ins Expense	(\$4,305)	(\$5,199)	(\$4,253)	(\$4,312)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-30510	Liability Insurance Expense	(\$2,148)	(\$2,318)	(\$3,498)	(\$4,534)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-31700	Membership Fees	\$0	\$0	\$0	\$0
SS 110-56-875 (Senior Program)	Expenses	110-56-875-32000	Office Expense	(\$1,336)	(\$1,049)	(\$1,200)	\$0
SS 110-56-875 (Senior Program)	Expenses	110-56-875-32010	TECHNOLOGY EXPENSES	\$0	\$0	(\$7,609)	(\$6,752)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-32030	Copier Pool	\$0	\$0	\$0	(\$1,500)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-32360	Consulting Services	\$0	\$0	\$0	\$0
SS 110-56-875 (Senior Program)	Expenses	110-56-875-32450	Contract Services	\$0	\$0	(\$128,629)	(\$4,000)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
SS 110-56-875 (Senior Program)	Expenses	110-56-875-32950	Rents & Leases - Real Property	\$0	\$0	\$0	\$0
SS 110-56-875 (Senior Program)	Expenses	110-56-875-33120	Special Department Expense	(\$3,693)	(\$2,064)	(\$109,207)	(\$3,980)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-33199	Special Dept Expense - Interfund Transfers	\$0	\$0	\$0	\$0
SS 110-56-875 (Senior Program)	Expenses	110-56-875-33350	Travel & Training Expense	\$0	(\$111)	(\$250)	(\$1,108)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-33351	Vehicle Fuel Costs	(\$3,429)	(\$6,266)	(\$4,872)	(\$7,000)
SS 110-56-875 (Senior Program)	Expenses	110-56-875-33360	Motor Pool Expense	(\$9,392)	(\$12,637)	(\$13,802)	(\$47,051)
<b>Total Revenues</b>				\$425,354	\$395,526	\$640,209	\$440,704
<b>Total Expenses</b>				(\$344,907)	(\$346,075)	(\$640,237)	(\$463,295)
<b>Net Cost</b>				\$80,447	\$49,451	(\$28)	(\$22,591)

Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SS 110-56-880 (Public Guardian)	Revenues	110-56-880-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
SS 110-56-880 (Public Guardian)	Revenues	110-56-880-17050	Donations & Contributions	\$0	\$0	\$0	\$0
SS 110-56-880 (Public Guardian)	Revenues	110-56-880-18100	Operating Transfers In	\$87,022	\$41,000	\$87,746	\$107,210
SS 110-56-880 (Public Guardian)	Revenues	110-56-880-18100	Operating Transfers In	\$87,022	\$41,000	\$87,746	\$107,210
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-21100	Permanent	(\$51,472)	(\$26,543)	(\$45,000)	(\$45,000)
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-21120	Overtime	\$0	\$0	\$0	\$0
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-22100	Other Employee Benefits	(\$20,925)	(\$9,844)	(\$18,000)	(\$18,000)
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-22110	Health (Medical-Dental-Vision)	\$0	\$0	\$0	\$0
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-22120	Pension	(\$6,056)	\$0	(\$3,500)	(\$3,500)
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-30280	Telephone/Communications	(\$651)	(\$237)	(\$611)	(\$500)
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-31700	Membership Fees	(\$1,135)	(\$1,235)	(\$1,425)	(\$3,000)
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-32030	Copier Pool	\$0	\$0	\$0	\$0
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-32390	Legal Services	(\$6,544)	\$0	(\$10,000)	(\$10,000)
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-32450	Contract Services	\$0	\$0	(\$3,500)	(\$18,500)
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-33100	Education & Training	(\$60)	\$0	(\$500)	(\$500)
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-33120	Special Department Expense	\$0	\$0	\$0	\$0
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-33350	Travel & Training Expense	(\$725)	(\$3,337)	(\$4,710)	(\$7,710)
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-33351	Vehicle Fuel Costs	(\$120)	(\$60)	(\$500)	(\$500)
SS 110-56-880 (Public Guardian)	Expenses	110-56-880-33360	Motor Pool Expense	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$87,022	\$41,000	\$87,746	\$107,210
<b>Total Expenses</b>				(\$666)	(\$255)	\$0	\$0
<b>Net Cost</b>				\$86,356	\$40,745	\$87,746	\$107,210

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Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SS 111-56-869 (Workforce Investment Act)	Revenues	111-56-869-14010	Interest Income	\$0	\$0	\$0	\$0
SS 111-56-869 (Workforce Investment Act)	Revenues	111-56-869-15900	Oth: Other Govt Agencies	\$57,712	\$42,805	\$120,000	\$120,000
SS 111-56-869 (Workforce Investment Act)	Revenues	111-56-869-16199	Charges for Services - Interfund Transfers	\$0	\$0	\$0	\$0
SS 111-56-869 (Workforce Investment Act)	Revenues	111-56-869-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
SS 111-56-869 (Workforce Investment Act)	Revenues	111-56-869-18100	Operating Transfers In	\$0	\$0	\$0	\$0
SS 111-56-869 (Workforce Investment Act)	Expenses	111-56-869-21100	Permanent	(\$25,368)	(\$15,541)	(\$20,000)	(\$30,000)
SS 111-56-869 (Workforce Investment Act)	Expenses	111-56-869-22100	Other Employee Benefits	(\$13,533)	(\$7,346)	(\$10,000)	(\$12,000)
SS 111-56-869 (Workforce Investment Act)	Expenses	111-56-869-30280	Telephone/Communications	(\$1,327)	(\$683)	(\$1,400)	(\$700)
SS 111-56-869 (Workforce Investment Act)	Expenses	111-56-869-32000	Office Expense	(\$1,916)	(\$937)	(\$2,000)	(\$600)
SS 111-56-869 (Workforce Investment Act)	Expenses	111-56-869-32030	Copier Pool	\$0	\$0	\$0	(\$200)
SS 111-56-869 (Workforce Investment Act)	Expenses	111-56-869-32450	Contract Services	\$0	(\$563)	(\$5,000)	(\$5,000)
SS 111-56-869 (Workforce Investment Act)	Expenses	111-56-869-32500	Professional & Specialized Ser	(\$2,271)	(\$5,658)	(\$20,000)	(\$8,000)
SS 111-56-869 (Workforce Investment Act)	Expenses	111-56-869-32950	Rents & Leases - Real Property	(\$4,770)	(\$600)	(\$5,846)	(\$6,270)
SS 111-56-869 (Workforce Investment Act)	Expenses	111-56-869-33100	Education & Training	\$0	\$0	(\$2,000)	(\$2,000)
SS 111-56-869 (Workforce Investment Act)	Expenses	111-56-869-33120	Special Department Expense	(\$3,840)	(\$13,523)	(\$39,623)	(\$48,930)
SS 111-56-869 (Workforce Investment Act)	Expenses	111-56-869-33350	Travel & Training Expense	\$0	\$0	(\$2,000)	(\$4,000)
SS 111-56-869 (Workforce Investment Act)	Expenses	111-56-869-33351	Vehicle Fuel Costs	(\$158)	\$0	(\$1,000)	(\$1,000)
SS 111-56-869 (Workforce Investment Act)	Expenses	111-56-869-33600	Utilities	(\$1,306)	(\$1,249)	(\$1,600)	(\$1,300)
SS 111-56-869 (Workforce Investment Act)	Expenses	111-56-869-72960	A-87 Indirect Costs	(\$9,077)	\$3,084	(\$9,531)	(\$7,545)
<b>Total Revenues</b>				\$57,712	\$42,805	\$120,000	\$120,000
<b>Total Expenses</b>				(\$63,565)	(\$43,016)	(\$120,000)	(\$127,545)
<b>Net Cost</b>				(\$5,853)	(\$211)	\$0	(\$7,545)

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Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SS 114-56-868 (County Childrens Trust Fund)	Revenues	114-56-868-14010	Interest Income	\$99	\$171	\$35	\$35
SS 114-56-868 (County Childrens Trust Fund)	Revenues	114-56-868-15462	St: Cbcap Comm Based Child Abu	\$26,092	\$79,814	\$26,242	\$26,242
SS 114-56-868 (County Childrens Trust Fund)	Revenues	114-56-868-16160	Birth Certificate Fees (Cctf)	\$605	\$569	\$551	\$551
SS 114-56-868 (County Childrens Trust Fund)	Revenues	114-56-868-16162	Ca Kid'S Plate Fees	\$478	\$209	\$209	\$209
SS 114-56-868 (County Childrens Trust Fund)	Revenues	114-56-868-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
SS 114-56-868 (County Childrens Trust Fund)	Revenues	114-56-868-18100	Operating Transfers In	\$0	\$0	\$0	\$0
SS 114-56-868 (County Childrens Trust Fund)	Expenses	114-56-868-20010	Expenditures	\$0	\$0	\$0	\$0
SS 114-56-868 (County Childrens Trust Fund)	Expenses	114-56-868-32450	Contract Services	(\$28,047)	(\$7,965)	(\$27,037)	(\$27,037)
SS 114-56-868 (County Childrens Trust Fund)	Expenses	114-56-868-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
SS 114-56-868 (County Childrens Trust Fund)	Expenses	114-56-868-33350	Travel & Training Expense	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$27,273	\$80,763	\$27,037	\$27,037
<b>Total Expenses</b>				(\$28,047)	(\$7,965)	(\$27,037)	(\$27,037)
<b>Net Cost</b>				(\$774)	\$72,798	\$0	\$0

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Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
SS 112-54-868 (WRAP)	Revenues	112-54-868-14010	Interest Income	\$0	\$0	\$0	\$0
SS 112-54-868 (WRAP)	Revenues	112-54-868-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
SS 112-54-868 (WRAP)	Revenues	112-54-868-18100	Operating Transfers In	\$33,807	\$0	\$0	\$0
SS 112-54-868 (WRAP)	Expenses	112-54-868-20010	Expenditures	\$0	\$0	\$0	(\$25,000)
SS 112-54-868 (WRAP)	Expenses	112-54-868-91010	Contingency	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$33,807	\$0	\$0	\$0
<b>Total Expenses</b>				\$0	\$0	\$0	(\$25,000)
<b>Net Cost</b>				\$33,807	\$0	\$0	(\$25,000)

Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SS 117-51-868 (DSS 1991 Realignment)	Revenues	117-51-868-14010	Interest Income	\$24,934	\$30,751	\$26,210	\$26,210
SS 117-51-868 (DSS 1991 Realignment)	Revenues	117-51-868-15437	Realignment Backfill Support	\$145,055	\$0	\$0	\$0
SS 117-51-868 (DSS 1991 Realignment)	Revenues	117-51-868-15438	St: Realignment-Welfare Trust-Family Support	\$36,432	\$8,712	\$5,000	\$44,794
SS 117-51-868 (DSS 1991 Realignment)	Revenues	117-51-868-15439	St: Realignment-Welfare Trust-Child Poverty	\$5,515	\$40,027	\$33,269	\$15,568
SS 117-51-868 (DSS 1991 Realignment)	Revenues	117-51-868-15440	St: Realignment-Welfare Trust	\$809,793	\$811,751	\$800,000	\$702,000
SS 117-51-868 (DSS 1991 Realignment)	Expenses	117-51-868-60100	Operating Transfers Out	(\$329,296)	(\$491,253)	(\$864,479)	(\$788,572)
<b>Total Revenues</b>				\$1,021,730	\$891,241	\$864,479	\$788,572
<b>Total Expenses</b>				(\$329,296)	(\$491,253)	(\$864,479)	(\$788,572)
<b>Net Cost</b>				\$692,434	\$399,988	\$0	\$0



Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SS 118-51-868 (DSS 2021 Realignment)	Revenues	118-51-868-14010	Interest Income	\$31,686	\$35,782	\$33,016	\$33,016
SS 118-51-868 (DSS 2021 Realignment)	Revenues	118-51-868-15443	St: 2011 Realignment	\$1,384,592	\$1,573,434	\$1,324,968	\$1,396,344
SS 118-51-868 (DSS 2021 Realignment)	Revenues	118-51-868-15456	St: 2011 Realignment-CALWORKS MOE	\$63,224	\$13,582	\$13,000	\$77,760
SS 118-51-868 (DSS 2021 Realignment)	Revenues	118-51-868-18100	Operating Transfers In	\$0	\$0	\$0	\$0
SS 118-51-868 (DSS 2021 Realignment)	Expenses	118-51-868-60100	Operating Transfers Out	(\$966,414)	(\$987,509)	(\$1,370,984)	(\$1,507,120)
<b>Total Revenues</b>				\$1,479,502	\$1,622,798	\$1,370,984	\$1,507,120
<b>Total Expenses</b>				(\$966,414)	(\$987,509)	(\$1,370,984)	(\$1,507,120)
<b>Net Cost</b>				\$513,088	\$635,289	\$0	\$0

Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SS 115-51-868 (State Fed Public Administration Advances)	Revenues	115-51-868-14010	Interest Income	\$8,174	\$17,855	\$5,244	\$5,244
SS 115-51-868 (State Fed Public Administration Advances)	Revenues	115-51-868-15110	St: Public Assist-Admin	\$1,051,407	\$1,010,845	\$1,538,303	\$1,183,058
SS 115-51-868 (State Fed Public Administration Advances)	Revenues	115-51-868-15602	Fed: Public Assist-Admin	\$2,851,040	\$2,622,579	\$2,614,440	\$2,477,015
SS 115-51-868 (State Fed Public Administration Advances)	Expenses	115-51-868-60100	Operating Transfers Out	(\$3,020,290)	(\$3,237,101)	(\$4,157,987)	(\$3,665,317)
<b>Total Revenues</b>				\$3,910,621	\$3,651,280	\$4,157,987	\$3,665,317
<b>Total Expenses</b>				(\$3,020,290)	(\$3,237,101)	(\$4,157,987)	(\$3,665,317)
<b>Net Cost</b>				\$890,331	\$414,179	\$0	\$0

Health and Human Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
SS 116-51-868 (State Fed Public Program Advances)	Revenues	116-51-868-14010	Interest Income	\$325	\$603	\$235	\$235
SS 116-51-868 (State Fed Public Program Advances)	Revenues	116-51-868-15110	St: Public Assist-Admin	\$44,178	\$108,485	\$120,342	\$58,440
SS 116-51-868 (State Fed Public Program Advances)	Revenues	116-51-868-15602	Fed: Public Assist-Admin	\$175,472	\$147,347	\$155,000	\$206,651
SS 116-51-868 (State Fed Public Program Advances)	Expenses	116-51-868-60100	Operating Transfers Out	(\$239,630)	(\$229,792)	(\$275,577)	(\$265,326)
<b>Total Revenues</b>				\$219,975	\$256,435	\$275,577	\$265,326
<b>Total Expenses</b>				(\$239,630)	(\$229,792)	(\$275,577)	(\$265,326)
<b>Net Cost</b>				(\$19,655)	\$26,643	\$0	\$0

Other Community Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CA 160-10-225 (CSA 1)	Revenues	160-10-225-10020	Prop Tax -Current Secured	\$189,474	\$206,179	\$190,000	\$204,000
CA 160-10-225 (CSA 1)	Revenues	160-10-225-10030	Prop Tax -Current Unsecured	\$0	\$0	\$13,300	\$0
CA 160-10-225 (CSA 1)	Revenues	160-10-225-14010	Interest Income	\$5,620	\$7,442	\$2,000	\$4,000
CA 160-10-225 (CSA 1)	Revenues	160-10-225-14080	Repeater Tower Rent	\$3,618	\$4,746	\$0	\$3,000
CA 160-10-225 (CSA 1)	Revenues	160-10-225-15601	Fed: Fcc Grant	\$0	\$0	\$0	\$0
CA 160-10-225 (CSA 1)	Revenues	160-10-225-16055	Special Assessments	\$0	\$0	\$0	\$0
CA 160-10-225 (CSA 1)	Revenues	160-10-225-16215	Community Garden Fees	\$125	\$0	\$100	\$0
CA 160-10-225 (CSA 1)	Revenues	160-10-225-16216	Community Citizen Program Fees	\$0	\$0	\$0	\$0
CA 160-10-225 (CSA 1)	Revenues	160-10-225-17010	Miscellaneous Revenue	\$0	\$0	\$7,500	\$0
CA 160-10-225 (CSA 1)	Revenues	160-10-225-17050	Donations & Contributions	\$0	\$0	\$0	\$0
CA 160-10-225 (CSA 1)	Expenses	160-10-225-21100	Permanent	(\$1,063)	(\$8,861)	(\$12,313)	(\$17,000)
CA 160-10-225 (CSA 1)	Expenses	160-10-225-22100	Other Employee Benefits	(\$92)	(\$778)	(\$2,205)	(\$3,000)
CA 160-10-225 (CSA 1)	Expenses	160-10-225-30280	Telephone/Communications	\$0	\$0	\$0	\$0
CA 160-10-225 (CSA 1)	Expenses	160-10-225-31200	Equip Maintenance & Repair	\$0	\$0	\$0	\$0
CA 160-10-225 (CSA 1)	Expenses	160-10-225-31400	Building/Land Maint & Repair	\$0	(\$35,982)	(\$50,000)	(\$280,000)
CA 160-10-225 (CSA 1)	Expenses	160-10-225-32000	Office Expense	(\$713)	(\$591)	(\$600)	(\$1,000)
CA 160-10-225 (CSA 1)	Expenses	160-10-225-32010	TECHNOLOGY EXPENSES	\$0	\$0	\$0	\$0
CA 160-10-225 (CSA 1)	Expenses	160-10-225-32030	Copier Pool	\$0	\$0	\$0	\$0
CA 160-10-225 (CSA 1)	Expenses	160-10-225-32450	Contract Services	\$0	(\$1,560)	(\$10,000)	(\$10,000)
CA 160-10-225 (CSA 1)	Expenses	160-10-225-32500	Professional & Specialized Ser	(\$11,553)	(\$13,096)	(\$20,000)	(\$20,000)
CA 160-10-225 (CSA 1)	Expenses	160-10-225-32860	Rents & Leases - Other	(\$169)	\$0	\$0	\$0
CA 160-10-225 (CSA 1)	Expenses	160-10-225-32950	Rents & Leases - Real Property	(\$1,800)	(\$1,200)	(\$1,200)	(\$1,200)
CA 160-10-225 (CSA 1)	Expenses	160-10-225-33120	Special Department Expense	(\$1,795)	(\$3,967)	(\$5,000)	(\$10,500)
CA 160-10-225 (CSA 1)	Expenses	160-10-225-33600	Utilities	(\$2,767)	(\$2,632)	(\$1,000)	(\$6,800)
CA 160-10-225 (CSA 1)	Expenses	160-10-225-52010	Land & Improvements	\$0	\$0	(\$7,500)	(\$400,000)
CA 160-10-225 (CSA 1)	Expenses	160-10-225-53030	Capital Equipment, \$5,000+	\$0	\$0	(\$250,000)	\$0
CA 160-10-225 (CSA 1)	Expenses	160-10-225-60110	Civic Center Rent	\$0	\$0	\$0	\$0
CA 160-10-225 (CSA 1)	Expenses	160-10-225-91010	Contingency	\$0	(\$2,828)	(\$10,000)	(\$61,500)
<b>Total Revenues</b>				\$198,837	\$218,368	\$212,900	\$211,000
<b>Total Expenses</b>				(\$19,952)	(\$71,495)	(\$369,817)	(\$811,000)
<b>Net Cost</b>				\$178,885	\$146,873	(\$156,917)	(\$600,000)

Other Community Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CA 162-10-226 (CSA 2)	Revenues	162-10-226-10020	Prop Tax -Current Secured	\$0	\$0	\$0	\$0
CA 162-10-226 (CSA 2)	Revenues	162-10-226-14010	Interest Income	\$3,084	\$2,917	\$0	\$2,500
CA 162-10-226 (CSA 2)	Revenues	162-10-226-15601	Fed: Fcc Grant	\$0	\$0	\$0	\$0
CA 162-10-226 (CSA 2)	Revenues	162-10-226-16055	Special Assessments	\$1,697	\$119	\$0	\$0
CA 162-10-226 (CSA 2)	Revenues	162-10-226-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
CA 162-10-226 (CSA 2)	Revenues	162-10-226-18010	Sale Of Surplus Assets	\$0	\$0	\$0	\$0
CA 162-10-226 (CSA 2)	Revenues	162-10-226-18020	Sale Of Surplus Supplies/Equip	\$0	\$0	\$0	\$0
CA 162-10-226 (CSA 2)	Expenses	162-10-226-21100	Permanent	\$0	\$0	\$0	\$0
CA 162-10-226 (CSA 2)	Expenses	162-10-226-22100	Other Employee Benefits	\$0	\$0	\$0	\$0
CA 162-10-226 (CSA 2)	Expenses	162-10-226-30280	Telephone/Communications	\$0	\$0	\$0	\$0
CA 162-10-226 (CSA 2)	Expenses	162-10-226-31200	Equip Maintenance & Repair	\$0	\$0	\$0	(\$10,000)
CA 162-10-226 (CSA 2)	Expenses	162-10-226-32010	TECHNOLOGY EXPENSES	\$0	\$0	\$0	\$0
CA 162-10-226 (CSA 2)	Expenses	162-10-226-32030	Copier Pool	\$0	\$0	\$0	\$0
CA 162-10-226 (CSA 2)	Expenses	162-10-226-32450	Contract Services	\$0	\$0	\$0	(\$50,000)
CA 162-10-226 (CSA 2)	Expenses	162-10-226-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
CA 162-10-226 (CSA 2)	Expenses	162-10-226-33120	Special Department Expense	\$0	\$0	\$0	(\$2,500)
CA 162-10-226 (CSA 2)	Expenses	162-10-226-33600	Utilities	\$0	\$0	\$0	(\$1,000)
CA 162-10-226 (CSA 2)	Expenses	162-10-226-53030	Capital Equipment, \$5,000+	\$0	\$0	\$0	\$0
CA 162-10-226 (CSA 2)	Expenses	162-10-226-91010	Contingency	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$4,780	\$3,036	\$0	\$2,500
<b>Total Expenses</b>				\$0	\$0	\$0	(\$63,500)
<b>Net Cost</b>				\$4,780	\$3,036	\$0	(\$61,000)

Other Community Services

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CA 163-10-227 (CSA 5)	Revenues	163-10-227-10020	Prop Tax -Current Secured	\$58,414	\$62,999	\$62,000	\$62,000
CA 163-10-227 (CSA 5)	Revenues	163-10-227-14010	Interest Income	\$8,015	\$8,225	\$2,000	\$2,000
CA 163-10-227 (CSA 5)	Revenues	163-10-227-16055	Special Assessments	\$0	\$0	\$0	\$0
CA 163-10-227 (CSA 5)	Revenues	163-10-227-17010	Miscellaneous Revenue	\$5,332	\$5,332	\$5,332	\$5,332
CA 163-10-227 (CSA 5)	Expenses	163-10-227-21100	Permanent	\$0	\$0	\$0	\$0
CA 163-10-227 (CSA 5)	Expenses	163-10-227-22100	Other Employee Benefits	\$0	\$0	\$0	\$0
CA 163-10-227 (CSA 5)	Expenses	163-10-227-30280	Telephone/Communications	\$0	\$0	\$0	\$0
CA 163-10-227 (CSA 5)	Expenses	163-10-227-31200	Equip Maintenance & Repair	\$0	\$0	\$0	\$0
CA 163-10-227 (CSA 5)	Expenses	163-10-227-32000	Office Expense	(\$150)	(\$150)	(\$500)	(\$500)
CA 163-10-227 (CSA 5)	Expenses	163-10-227-32010	TECHNOLOGY EXPENSES	\$0	\$0	\$0	\$0
CA 163-10-227 (CSA 5)	Expenses	163-10-227-32030	Copier Pool	\$0	\$0	\$0	\$0
CA 163-10-227 (CSA 5)	Expenses	163-10-227-32450	Contract Services	(\$5,507)	(\$5,804)	(\$14,500)	(\$14,500)
CA 163-10-227 (CSA 5)	Expenses	163-10-227-32500	Professional & Specialized Ser	(\$3,755)	(\$1,279)	(\$22,500)	(\$22,500)
CA 163-10-227 (CSA 5)	Expenses	163-10-227-32950	Rents & Leases - Real Property	\$0	\$0	\$0	\$0
CA 163-10-227 (CSA 5)	Expenses	163-10-227-33120	Special Department Expense	\$0	(\$920)	(\$55,000)	(\$55,000)
CA 163-10-227 (CSA 5)	Expenses	163-10-227-33600	Utilities	(\$547)	(\$538)	(\$2,500)	(\$2,500)
CA 163-10-227 (CSA 5)	Expenses	163-10-227-47010	Contributions To Other Governm	\$0	\$0	\$0	\$0
CA 163-10-227 (CSA 5)	Expenses	163-10-227-52011	Buildings & Improvements	(\$3,305)	(\$2,249)	(\$155,000)	(\$155,000)
CA 163-10-227 (CSA 5)	Expenses	163-10-227-53030	Capital Equipment, \$5,000+	\$0	\$0	(\$335,000)	(\$335,000)
CA 163-10-227 (CSA 5)	Expenses	163-10-227-60110	Civic Center Rent	\$0	\$0	\$0	\$0
CA 163-10-227 (CSA 5)	Expenses	163-10-227-91010	Contingency	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$71,761	\$76,556	\$69,332	\$69,332
<b>Total Expenses</b>				(\$13,264)	(\$10,940)	(\$585,000)	(\$585,000)
<b>Net Cost</b>				\$58,496	\$65,616	(\$515,668)	(\$515,668)

Capital Investments

Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
CIP 190-18-725 (CIP)	Revenues	190-18-725-14010	Interest Income	\$0	\$0	\$0	\$0
CIP 190-18-725 (CIP)	Revenues	190-18-725-15050	St: Gb Air Pollution Cntl Dist	\$0	\$0	\$0	\$707,000
CIP 190-18-725 (CIP)	Revenues	190-18-725-15504	Fed: Cdbg Housing & Comm Devel	\$0	\$0	\$0	\$0
CIP 190-18-725 (CIP)	Revenues	190-18-725-15750	Fed: Geothermal Royalties	\$0	\$0	\$0	\$0
CIP 190-18-725 (CIP)	Revenues	190-18-725-15900	Oth: Other Govt Agencies	\$0	\$0	\$121,600	\$0
CIP 190-18-725 (CIP)	Revenues	190-18-725-17010	Miscellaneous Revenue	\$0	\$0	\$0	\$0
CIP 190-18-725 (CIP)	Revenues	190-18-725-17020	Prior Year Revenue	\$0	\$0	\$0	\$0
CIP 190-18-725 (CIP)	Revenues	190-18-725-17050	Donations & Contributions	\$300	\$200	\$0	\$0
CIP 190-18-725 (CIP)	Revenues	190-18-725-17180	Courthouse Construction Fund	\$75,998	\$0	\$180,000	\$200,000
CIP 190-18-725 (CIP)	Revenues	190-18-725-18100	Operating Transfers In	\$0	\$0	\$2	\$0
CIP 190-18-725 (CIP)	Expenses	190-18-725-31400	Building/Land Maint & Repair	(\$2,187)	(\$22,752)	\$0	\$0
CIP 190-18-725 (CIP)	Expenses	190-18-725-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
CIP 190-18-725 (CIP)	Expenses	190-18-725-47010	Contributions To Other Governm	\$0	\$0	\$0	\$0
CIP 190-18-725 (CIP)	Expenses	190-18-725-52011	Buildings & Improvements	(\$180,528)	(\$129,460)	(\$332,002)	(\$375,000)
CIP 190-18-725 (CIP)	Expenses	190-18-725-53022	Fixed Assets: Buildings	\$0	(\$3,752)	\$0	\$0
CIP 190-18-725 (CIP)	Expenses	190-18-725-53023	Fixed Assets: Land	\$0	\$0	\$0	(\$707,000)
CIP 190-18-725 (CIP)	Expenses	190-18-725-60110	Civic Center Rent	\$0	\$0	\$0	\$0
<b>Total Revenues</b>				\$76,298	\$200	\$301,602	\$907,000
<b>Total Expenses</b>				(\$182,715)	(\$155,964)	(\$332,002)	(\$1,082,000)
<b>Fund Contribution</b>				(\$106,417)	(\$155,764)	(\$30,400)	(\$175,000)

Capital Investments

Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
CIP 192-22-460 (CIP Criminal Justice Fac Revenues		192-22-460-14010	Interest Income	\$0	\$0	\$0	\$0
CIP 192-22-460 (CIP Criminal Justice Fac Revenues		192-22-460-15415	St: SB844	\$0	\$0	\$25,000,000	\$0
CIP 192-22-460 (CIP Criminal Justice Fac Revenues		192-22-460-15900	Oth: Other Govt Agencies	\$129,814	\$0	\$0	\$0
CIP 192-22-460 (CIP Criminal Justice Fac Revenues		192-22-460-17040	In-kind Contributions	\$0	\$0	\$0	\$0
CIP 192-22-460 (CIP Criminal Justice Fac Revenues		192-22-460-18000	Other Financing Sources	\$0	\$0	\$0	\$0
CIP 192-22-460 (CIP Criminal Justice Fac Revenues		192-22-460-18100	Operating Transfers In	\$707,137	\$0	\$0	\$0
CIP 192-22-460 (CIP Criminal Justice Fac Revenues		192-22-460-18150	Long Term Debt Proceeds	\$0	\$6,592,000	\$0	\$0
CIP 192-22-460 (CIP Criminal Justice Fac Expenses		192-22-460-35210	Bond/Loan Interest	\$0	\$0	\$0	\$0
CIP 192-22-460 (CIP Criminal Justice Fac Expenses		192-22-460-53022	Fixed Assets: Buildings	(\$338,698)	(\$853,035)	(\$30,937,152)	(\$2,000,000)
CIP 192-22-460 (CIP Criminal Justice Fac Expenses		192-22-460-60045	Bond/Loan Principle Repayment	\$0	\$0	\$0	\$0
			<b>Total Revenues</b>	\$836,951	\$6,592,000	\$25,000,000	\$0
			<b>Total Expenses</b>	(\$338,698)	(\$853,035)	(\$30,937,152)	(\$2,000,000)
			<b>Fund Contribution</b>	\$498,252	\$5,738,965	(\$5,937,152)	(\$2,000,000)



Capital Investments

Proposal	Type	Account String	Account Name	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	FY 2023-24 Preliminary Budget
IT CIP 191-18-001 (CIP Emergency Communications System)	Revenues	191-18-001-14010	Interest Income	\$0	\$0	\$0	\$0
IT CIP 191-18-001 (CIP Emergency Communications System)	Revenues	191-18-001-18100	Operating Transfers In	\$0	\$0	\$0	\$0
IT CIP 191-18-001 (CIP Emergency Communications System)	Expenses	191-18-001-52011	Buildings & Improvements	\$0	\$0	\$0	\$0
IT CIP 191-18-001 (CIP Emergency Communications System)	Expenses	191-18-001-53030	Capital Equipment, \$5,000+	(\$71,846)	(\$14,619)	(\$91,000)	(\$89,000)
IT CIP 191-18-001 (CIP Emergency Communications System)	Expenses	191-18-001-60110	Civic Center Rent	\$0	\$0	\$0	\$0
			<b>Total Revenues</b>	\$0	\$0	\$0	\$0
			<b>Total Expenses</b>	(\$71,846)	(\$14,619)	(\$91,000)	(\$89,000)
			<b>Fund Contribution</b>	(\$71,846)	(\$14,619)	(\$91,000)	(\$89,000)

Capital Investments

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	Revenues	194-10-001-14010	Interest Income	\$0	\$0	\$0	\$72,191
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	Revenues	194-10-001-15818	FED: ARPA Appropriations	\$0	\$2,805,578	\$0	\$2,794,327
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	Revenues	194-10-001-18100	Operating Transfers In	\$0	\$0	\$0	\$0
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	Expenses	194-10-001-31400	Building/Land Maint & Repair	\$0	\$0	\$0	(\$470,000)
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	Expenses	194-10-001-33135	Special Dept - Loan Disbursements	\$0	\$0	\$0	(\$100,000)
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	Expenses	194-10-001-52010	Land & Improvements	\$0	\$0	\$0	(\$250,000)
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	Expenses	194-10-001-52011	Buildings & Improvements	\$0	\$0	\$0	(\$790,000)
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	Expenses	194-10-001-53030	Capital Equipment, \$5,000+	\$0	\$0	\$0	(\$110,000)
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	Expenses	194-10-001-60100	Operating Transfers Out	\$0	\$0	\$0	(\$530,000)
<b>Total Revenues</b>				\$0	\$2,805,578	\$0	\$2,866,518
<b>Total Expenses</b>				\$0	\$0	\$0	(\$2,250,000)
<b>Fund Contribution</b>				\$0	\$2,805,578	\$0	\$616,518

Capital Investments

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PW 181-31-725 (State & Fed Construction Funds)	Revenues	181-31-725-14010	Interest Income	\$20,467	\$32,949	\$0	\$0
PW 181-31-725 (State & Fed Construction Funds)	Revenues	181-31-725-15040	St: Prop 1B Road Construction	\$0	\$0	\$0	\$2,000,000
PW 181-31-725 (State & Fed Construction Funds)	Revenues	181-31-725-15043	St: Road Maint & Rehab per SB1 SHC 2032(h)(2)	\$1,833,273	\$1,988,383	\$2,197,476	\$1,000,000
PW 181-31-725 (State & Fed Construction Funds)	Revenues	181-31-725-15101	RSTP - Highway Safety Revenue	\$43,352	\$4,993	\$1,424,000	\$1,400,000
PW 181-31-725 (State & Fed Construction Funds)	Revenues	181-31-725-15170	St: Stip-Aid For Construction	\$67,166	\$1,215,882	\$2,457,000	\$0
PW 181-31-725 (State & Fed Construction Funds)	Revenues	181-31-725-15648	Fed: Matching Funds	\$70,468	\$0	\$0	\$0
PW 181-31-725 (State & Fed Construction Funds)	Revenues	181-31-725-15649	Fed: Transportation Enhancemnt	\$0	\$0	\$0	\$0
PW 181-31-725 (State & Fed Construction Funds)	Revenues	181-31-725-15900	Oth: Other Govt Agencies	\$0	\$0	\$0	\$0
PW 181-31-725 (State & Fed Construction Funds)	Revenues	181-31-725-18100	Operating Transfers In	\$0	\$0	\$0	\$0
PW 181-31-725 (State & Fed Construction Funds)	Expenses	181-31-725-47010	Contributions To Other Governm	\$0	\$0	\$0	(\$2,000,000)
PW 181-31-725 (State & Fed Construction Funds)	Expenses	181-31-725-52010	Land & Improvements	(\$2,306,461)	(\$1,567,090)	(\$6,891,000)	\$2,400,000
<b>Total Revenues</b>				\$2,034,725	\$3,242,206	\$6,078,476	\$4,400,000
<b>Total Expenses</b>				(\$2,306,461)	(\$1,567,090)	(\$6,891,000)	\$400,000
<b>Fund Contribution</b>				(\$271,736)	\$1,675,116	(\$812,524)	\$4,800,000

Internal Service Fund

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
CC 652-10-30 (Insurance ISF)	Revenues	652-10-300-14010	Interest Income	\$8,602	\$7,321	\$1,684	\$7,000
CC 652-10-30 (Insurance ISF)	Revenues	652-10-300-14020	Unrealized Gain/Loss	\$1,041,603	\$341,872	\$0	\$0
CC 652-10-30 (Insurance ISF)	Revenues	652-10-300-16610	Insurance Loss Prevention Subs	\$0	\$10,000	\$10,000	\$10,000
CC 652-10-30 (Insurance ISF)	Revenues	652-10-300-17110	Employee Wellness Contribution	\$30,899	\$33,115	\$27,000	\$20,000
CC 652-10-30 (Insurance ISF)	Revenues	652-10-300-17120	Miscellaneous Reimbursements	\$0	\$0	\$0	\$0
CC 652-10-30 (Insurance ISF)	Revenues	652-10-300-17121	Dept Insurance Revenue	\$2,159,441	\$2,214,025	\$2,261,675	\$2,300,274
CC 652-10-30 (Insurance ISF)	Revenues	652-10-300-17125	Dental Premium Revenue	\$0	\$361,531	\$270,000	\$232,685
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-21100	Permanent	(\$93,455)	(\$105,906)	(\$114,981)	(\$111,952)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-22100	Other Employee Benefits	(\$14,126)	(\$13,810)	(\$6,263)	\$0
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-22101	Medicare	\$0	\$0	\$0	(\$1,623)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-22103	401a Contributions	\$0	\$0	\$0	(\$3,359)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-22105	State Disability	\$0	\$0	\$0	(\$1,343)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-22106	Unemployment	\$0	\$0	\$0	(\$250)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-22109	Cellphone Stipends	\$0	\$0	\$0	(\$1,260)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-22110	Health (Medical-Dental-Vision)	(\$8,244)	(\$8,352)	(\$9,313)	(\$21,526)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-22120	Pension	(\$26,615)	(\$29,009)	(\$30,264)	(\$33,082)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-30280	Telephone/Communications	(\$882)	(\$897)	(\$900)	\$0
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-30500	Workers' Comp Ins Expense	(\$1,262,330)	(\$1,251,551)	(\$1,434,303)	(\$1,268,764)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-30510	Liability Insurance Expense	(\$758,620)	(\$730,098)	(\$828,681)	(\$1,031,510)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-32000	Office Expense	\$0	(\$54)	(\$100)	(\$200)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-32010	TECHNOLOGY EXPENSES	\$0	\$0	(\$2,326)	(\$2,391)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-32450	Contract Services	(\$24,387)	(\$51,939)	(\$70,000)	(\$55,000)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-33120	Special Department Expense	(\$2,239)	(\$4,267)	(\$15,000)	(\$20,000)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-33350	Travel & Training Expense	\$0	(\$446)	(\$3,500)	(\$3,500)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-33360	Motor Pool Expense	\$0	(\$63)	(\$1,100)	(\$500)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-35100	Liability Claims	\$228,330	(\$365,289)	\$0	\$0
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-35120	Dental Claims	\$0	(\$216,760)	(\$270,000)	(\$225,000)
CC 652-10-30 (Insurance ISF)	Expenses	652-10-300-72960	A-87 Indirect Costs	(\$54,417)	(\$37,072)	(\$57,138)	(\$83,208)
<b>Total Revenues</b>				\$3,240,544	\$2,967,864	\$2,570,359	\$2,569,959
<b>Total Expenses</b>				(\$2,016,984)	(\$2,815,512)	(\$2,843,869)	(\$2,864,468)
<b>Fund Contribution</b>				\$1,223,560	\$152,352	(\$273,510)	(\$294,509)

Internal Service Fund

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
FN 655-10-305 (Copier Pool)	Revenues	655-10-305-14010	Interest Income	\$739	\$838	\$700	\$1,200
FN 655-10-305 (Copier Pool)	Revenues	655-10-305-16950	Inter-Fund Revenue	\$60,518	\$81,402	\$107,500	\$110,000
FN 655-10-305 (Copier Pool)	Expenses	655-10-305-30270	Administration Expense	(\$1,752)	(\$869)	(\$2,000)	(\$2,000)
FN 655-10-305 (Copier Pool)	Expenses	655-10-305-31200	Equip Maintenance & Repair	(\$43,778)	(\$44,635)	(\$46,500)	(\$47,000)
FN 655-10-305 (Copier Pool)	Expenses	655-10-305-32000	Office Expense	(\$29,226)	(\$25,562)	(\$30,000)	(\$32,000)
FN 655-10-305 (Copier Pool)	Expenses	655-10-305-39000	Depreciation Expense	(\$19,422)	(\$15,836)	\$0	\$0
FN 655-10-305 (Copier Pool)	Expenses	655-10-305-39005	Capital Asset Offset	\$12,297	\$0	\$0	\$0
FN 655-10-305 (Copier Pool)	Expenses	655-10-305-53030	Capital Equipment, \$5,000+	(\$12,297)	(\$15,593)	(\$29,000)	(\$32,000)
FN 655-10-305 (Copier Pool)	Expenses	655-10-305-72960	A-87 Indirect Costs	(\$4,975)	(\$2,003)	(\$5,224)	(\$4,539)
<b>Total Revenues</b>				\$61,257	\$82,239	\$108,200	\$111,200
<b>Total Expenses</b>				(\$99,152)	(\$104,499)	(\$112,724)	(\$117,539)
<b>Fund Contribution</b>				(\$37,896)	(\$22,260)	(\$4,524)	(\$6,339)

Internal Service Fund

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
IT 653-17-150 (Tech Refresh)	Revenues	653-17-150-14010	Interest Income	\$247	\$1,304	\$0	\$0
IT 653-17-150 (Tech Refresh)	Revenues	653-17-150-16950	Inter-Fund Revenue	\$376,604	\$546,687	\$755,564	\$726,254
IT 653-17-150 (Tech Refresh)	Revenues	653-17-150-16951	It Service Contracts	\$0	\$0	\$137,361	\$110,430
IT 653-17-150 (Tech Refresh)	Revenues	653-17-150-18020	Sale Of Surplus Supplies/Equip	\$0	\$0	\$0	\$0
IT 653-17-150 (Tech Refresh)	Revenues	653-17-150-18100	Operating Transfers In	\$0	\$0	\$0	\$0
IT 653-17-150 (Tech Refresh)	Expenses	653-17-150-30280	Telephone/Communications	(\$53,451)	(\$132,487)	(\$166,407)	(\$117,410)
IT 653-17-150 (Tech Refresh)	Expenses	653-17-150-30510	Liability Insurance Expense	\$0	\$0	(\$4,874)	(\$8,392)
IT 653-17-150 (Tech Refresh)	Expenses	653-17-150-31200	Equip Maintenance & Repair	(\$82,178)	(\$66,350)	(\$115,520)	(\$123,920)
IT 653-17-150 (Tech Refresh)	Expenses	653-17-150-32010	TECHNOLOGY EXPENSES	(\$8,415)	\$0	\$0	\$0
IT 653-17-150 (Tech Refresh)	Expenses	653-17-150-32020	Technology Expense-Software Licenses	(\$222,925)	(\$334,204)	(\$457,350)	(\$484,450)
IT 653-17-150 (Tech Refresh)	Expenses	653-17-150-32860	Rents & Leases - Other	(\$11,452)	(\$11,935)	(\$15,000)	(\$21,500)
IT 653-17-150 (Tech Refresh)	Expenses	653-17-150-53030	Capital Equipment, \$5,000+	(\$40,554)	(\$108,609)	(\$114,000)	(\$115,000)
IT 653-17-150 (Tech Refresh)	Expenses	653-17-150-72960	A-87 Indirect Costs	(\$18,832)	(\$12,380)	(\$19,774)	(\$38,979)
<b>Total Revenues</b>				\$376,851	\$547,991	\$892,925	\$836,684
<b>Total Expenses</b>				(\$437,807)	(\$665,965)	(\$892,925)	(\$909,651)
<b>Fund Contribution</b>				(\$60,956)	(\$117,975)	\$0	(\$72,967)

Internal Service Fund

Proposal	Type	Account String	Account Name	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
				Actuals	Actuals	Adopted Budget	Preliminary Budget
PW 650-10-723 (Motor Pool)	Revenues	650-10-723-14010	Interest Income	\$19,006	\$16,017	\$20,000	\$20,000
PW 650-10-723 (Motor Pool)	Revenues	650-10-723-15900	Oth: Other Govt Agencies	\$0	\$181,497	\$50,000	\$0
PW 650-10-723 (Motor Pool)	Revenues	650-10-723-16198	Charges for Services - Fuel Surcharge	\$0	\$0	\$0	\$12,000
PW 650-10-723 (Motor Pool)	Revenues	650-10-723-16199	Charges for Services - Interfund Transfers	\$0	\$0	\$0	\$60,000
PW 650-10-723 (Motor Pool)	Revenues	650-10-723-16950	Inter-Fund Revenue	\$447,977	\$542,849	\$1,332,013	\$1,367,800
PW 650-10-723 (Motor Pool)	Revenues	650-10-723-16959	Inter-Fund Replacement Revenue	\$664,333	\$806,020	\$923,104	\$1,433,557
PW 650-10-723 (Motor Pool)	Revenues	650-10-723-17010	Miscellaneous Revenue	\$0	\$0	\$95,000	\$0
PW 650-10-723 (Motor Pool)	Revenues	650-10-723-17250	Judgments, Damages & Settlements	\$19,891	\$16,834	\$0	\$0
PW 650-10-723 (Motor Pool)	Revenues	650-10-723-18010	Sale Of Surplus Assets	\$31,445	\$126,417	\$75,000	\$15,000
PW 650-10-723 (Motor Pool)	Revenues	650-10-723-18100	Operating Transfers In	\$530,617	\$745,632	\$223,000	\$280,000
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-21100	Permanent	(\$236,149)	(\$289,223)	(\$296,054)	(\$324,608)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-21103	Education Add-on Pay	\$0	\$0	\$0	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-21104	Bilingual	\$0	\$0	\$0	(\$150)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-21106	Cash-outs (Vac, SL, Comp)	\$0	\$0	\$0	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-21120	Overtime	(\$658)	(\$374)	(\$1,000)	(\$302)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-21130	Auto Allowance	\$0	\$0	\$0	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-21410	Holiday Pay	\$0	\$0	\$0	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-22100	Other Employee Benefits	(\$31,129)	(\$30,086)	(\$12,720)	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-22101	Medicare	\$0	\$0	\$0	(\$4,709)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-22102	Social Security (FICA)	\$0	\$0	\$0	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-22103	401a Contributions	\$0	\$0	\$0	(\$3,874)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-22105	State Disability	\$0	\$0	\$0	(\$3,845)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-22106	Unemployment	\$0	\$0	\$0	(\$728)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-22109	Cellphone Stipends	\$0	\$0	\$0	(\$1,809)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-22110	Health (Medical-Dental-Vision)	(\$46,942)	(\$44,741)	(\$63,523)	(\$76,215)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-22120	Pension	(\$113,995)	\$165,466	(\$85,718)	(\$95,966)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-22125	PRST Contribution	\$0	\$0	\$0	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-30120	Uniform Allowance	(\$356)	(\$628)	(\$2,500)	(\$2,500)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-30270	Administration Expense	\$0	\$0	\$0	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-30280	Telephone/Communications	(\$1,405)	(\$1,298)	(\$1,431)	(\$1,500)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-30500	Workers' Comp Ins Expense	(\$1,385)	(\$5,158)	(\$1,309)	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-30510	Liability Insurance Expense	(\$10,511)	(\$11,643)	(\$15,386)	(\$15,606)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-31200	Equip Maintenance & Repair	(\$203,605)	(\$271,352)	(\$241,000)	(\$275,000)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-32000	Office Expense	(\$813)	(\$3,601)	(\$1,500)	(\$1,800)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-32010	TECHNOLOGY EXPENSES	(\$2,086)	\$0	(\$6,475)	(\$5,447)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-32020	Technology Expense-Software Licenses	\$0	(\$900)	(\$13,200)	(\$13,200)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-32030	Copier Pool	\$0	\$0	\$0	(\$300)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-32450	Contract Services	(\$3,892)	\$0	\$0	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-32500	Professional & Specialized Ser	\$0	\$0	\$0	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-32860	Rents & Leases - Other	\$0	\$0	\$0	(\$195,072)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-33010	Small Tools & Instruments	(\$2,437)	(\$5,890)	(\$8,500)	(\$8,500)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-33120	Special Department Expense	(\$2,250)	(\$10,131)	(\$6,500)	(\$6,500)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-33350	Travel & Training Expense	(\$59)	(\$1,813)	(\$6,500)	(\$6,500)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-33351	Vehicle Fuel Costs	(\$2,798)	(\$4,217)	(\$750,000)	(\$750,000)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-33360	Motor Pool Expense	\$0	\$0	\$0	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-33600	Utilities	(\$7,102)	(\$5,394)	(\$10,000)	(\$11,000)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-39000	Depreciation Expense	\$0	\$0	\$0	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-39005	Capital Asset Offset	\$0	\$0	\$0	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-39010	Net Book Retired Assets	\$0	\$0	\$0	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-53010	Capital Equipment: Vehicles	(\$407,159)	(\$900,671)	(\$1,108,000)	(\$870,000)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-53020	Capital Equipment, Constructio	(\$553,835)	(\$441,253)	(\$1,427,000)	(\$1,517,928)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-53030	Capital Equipment, \$5,000+	(\$65,302)	(\$3,534)	(\$170,000)	(\$60,000)
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-60110	Civic Center Rent	\$0	\$0	\$0	\$0
PW 650-10-723 (Motor Pool)	Expenses	650-10-723-72960	A-87 Indirect Costs	(\$63,250)	(\$49,558)	(\$66,413)	(\$59,701)
<b>Total Revenues</b>				\$1,713,269	\$2,435,266	\$2,718,117	\$3,188,357
<b>Total Expenses</b>				(\$1,757,117)	(\$1,915,999)	(\$4,294,729)	(\$4,312,760)
<b>Fund Contribution</b>				(\$43,848)	\$519,268	(\$1,576,612)	(\$1,124,403)



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**Departments: Public Works - Recreation**

**TIME REQUIRED** 30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Marcella Rose, Sustainable  
Recreation Coordinator; Paul Roten,  
Director of Public Works

**SUBJECT** Program Overview - Sustainable  
Recreation

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Introduction of Sustainable Recreation Coordinator to the Board, including an overview of the Sustainable Recreation program and update of proposed and ongoing projects for fiscal year 2023-24.

**RECOMMENDED ACTION:**

None, informational only. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Marcella Rose

**PHONE/EMAIL:** 760-616-4953 / mrose@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Presentation - Sustainable Recreation Program</a></p>
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**History**

Time	Who	Approval
6/15/2023 9:41 AM	County Counsel	Yes
5/30/2023 12:53 PM	Finance	Yes
6/15/2023 9:43 AM	County Administrative Office	Yes





A hiker wearing a green cap and a grey backpack is sitting on a large, reddish-brown rock in the foreground, looking out over a calm lake. The lake is surrounded by rocky terrain and green trees. In the background, there are large, rugged mountains under a blue sky with scattered white clouds. A large evergreen tree with red cones is visible on the left side of the frame.

**Mono County  
Sustainable  
Outdoors &  
Recreation**

# What is Sustainable Recreation?

Sustainable Recreation is where **facilitating outdoor recreation** opportunities meets **public land preservation, conservation and environmentalism**

Mono County is 94% public lands

USFS, BLM, CA State Parks, NPS



# MCSOAR Partners

MCSOAR is managed through  
Several cooperative agreements with:

Humboldt Toiyabe NF

Inyo NF

BLM (Bishop Field Office)

Town of Mammoth Lakes

Mammoth Lakes Recreation

Mammoth Lakes Trails & Public Access Foundation

*CA State Parks*

*National Park Service*

*LADWP*

Economic Development  
and Tourism  
Community Development



# How does MC SOAR staff contribute to Sustainable Recreation?

Trail assessment and maintenance

Rec site stewardship

Restoration

Visitor information


& Interpretive programming

Program facilitation

Region-wide recreation management



# MC SOAR Staff

A photograph of three people on a dirt trail overlooking a large body of water and mountains. The person on the left is wearing a plaid shirt and a hat, the person in the middle is wearing a blue jacket, and the person on the right is wearing a black jacket and a green cap. They are all looking towards the water. The background shows a clear blue sky and distant mountains.

Sustainable Recreation Coordinator  
*Marcella Rose*

Trail Steward  
*Permanent Seasonal*

Trail Steward  
*Permanent Seasonal*

Trail Steward  
*Temporary FY23/24*

# Division Funding

Primary funding:  
CA Geothermal Royalties Revenues

“Undertaking projects for the **enhancement, restoration, or preservation of natural resources**, including but not limited to, water development, water quality improvement, fisheries enhancement, and park and **recreation facilities and areas**”



# Division Funding

## Grant Funding

CA State Parks ~ \$322,000

Illegal OHV Route restoration

Sierra Nevada Conservancy ~ \$150,000

Dispersed Camping Management

CalTrans ~ \$100,100

Dumpsters for dispersed camping

BLM ~ \$86,000

Wildlife improvement @ rec sites





# Division Management

Not a mandated government service, but a service of significant public and political demand

Economic Development & Tourism  
Parks & Recreation

Board Driven program

Review exposure to liability and risk management related to recreation partnerships



# Projects FY 23-24

- \*Grant: Illegal OHV route restoration
- \*Grant: Dispersed Camping site restoration; expansion of Camp Like a Pro campaign
- \*Grant: Placement of dumpsters at dispersed Camping portals
- \*Grant: Travertine Hot Springs and Long Valley projects - TBD
- \*Trail assessment, maintenance and restoration
- \*Mountain Gate Park
- \*Stewardship events, expansion of Adopt a Trail and Tangle Free Waters programs
- \*Recreation site roving/education
- \*Participation in region-wide management discussions: ESSRP, Towns to Trails





**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Mary Booher, Stacey Simon, Janet Dutcher, Jack Conry, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
6/15/2023 9:32 AM	County Counsel	Yes
5/31/2023 4:36 PM	Finance	Yes
6/15/2023 9:39 AM	County Administrative Office	Yes





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 20, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Mono v. KR Property et al.* Mono County Superior Court case number: CV200081.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

PHONE/EMAIL: /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

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No Attachments Available

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#### History

Time	Who	Approval
6/15/2023 9:32 AM	County Counsel	Yes
6/12/2023 4:50 PM	Finance	Yes
6/15/2023 9:39 AM	County Administrative Office	Yes



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session – Real Property  
Negotiation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH REAL PROPERTY NEGOTIATOR. Government Code section 54956.8. Property Address: 2784 Highway 158, June Lake, CA. County Negotiator: Mary Booher. Negotiating Parties: Don Morton and Mono County. Under Negotiation: Price, terms and conditions.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
6/12/2023 5:05 PM	County Counsel	Yes
6/12/2023 4:50 PM	Finance	Yes
6/13/2023 4:17 PM	County Administrative Office	Yes



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session – Real Property  
Negotiation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH REAL PROPERTY NEGOTIATOR. Government Code section 54956.8. Property Address: 34 Kirkwood Street, Bridgeport, CA. County Negotiator: Mary Booher. Negotiating Parties: Brianna Brown and Mono County. Under Negotiation: Price, terms and conditions.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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6/12/2023 5:05 PM	County Counsel	Yes
6/12/2023 4:50 PM	Finance	Yes
6/13/2023 4:17 PM	County Administrative Office	Yes



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer recruitment.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
6/15/2023 9:32 AM	County Counsel	Yes
5/31/2023 4:37 PM	Finance	Yes
6/15/2023 9:39 AM	County Administrative Office	Yes





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OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 20, 2023

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employee  
Evaluation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: Interim County Administrative Officer.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

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**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
6/15/2023 9:31 AM	County Counsel	Yes
5/31/2023 4:37 PM	Finance	Yes
6/15/2023 9:39 AM	County Administrative Office	Yes