

# Agenda



## County of Inyo Board of Supervisors

Board of Supervisors Room  
County Administrative Center  
224 North Edwards  
Independence, California

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

**Public Notices:** (1) 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) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed fewer than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

**Note:** Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

### **April 2, 2019**

**8:30 a.m. 1. PUBLIC COMMENT**

#### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (*one case*).
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.
4. **PUBLIC EMPLOYEE EVALUATION [Pursuant to Government Code §54957]** – Title: Chief Probation Officer.

**OPEN SESSION** (*With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.*)

**10:00 a.m. PLEDGE OF ALLEGIANCE**

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
8. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Micaela E. Muro, Prevention Specialist, Health & Human Services; Jaime James, Account Technician III, Public Works; and Chelsea Roster, Office Technician I, Sheriff's Office.

## DEPARTMENTAL – PERSONNEL ACTIONS

9. **PUBLIC WORKS** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Airport Technician I-II exists within the Airport budgets, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor Controller; B) where internal candidates may meet the qualifications for the position, and the vacancy could possibly be filled by an internal candidate, but an external recruitment is most appropriate to ensure qualified candidates apply; and C) authorize the hiring of one (1) Airport Technician I-II, Range 50 (\$2,860 - \$3,478) or Range 54 (\$3,135 - \$3,814), depending upon qualifications.
10. **PUBLIC WORKS** – Request Board:
  - A) Change the authorized strength in the Public Works Department by:
    1. Defunding one (1) Deputy Director position, Range 88 (\$7,034 - \$8,547); and
    2. Adding one (1) Engineering Assistant I, Range 71 (\$4,675 - \$5,683), or one (1) Engineering Assistant II, Range 75 (\$5,141 - \$6,249), depending on qualifications; and
  - B) Find that, consistent with the Adopted Position Review Policy:
    1. The availability of funding for either of the requested positions exists by defunding a Deputy Director position in the Public Works Budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor Controller;
    2. There exists an eligibility list from the recent Engineering series recruitment, which may include a qualified candidate and if that list is exhausted, an open recruitment is most appropriate to ensure qualified candidates apply; and
    3. Approve the hiring of one (1) Engineering Assistant I, Range 71 (\$4,675 - \$5,683), or Engineering Assistant II, Range 75 (\$5,141 - \$6,249), depending on qualifications.

## CONSENT AGENDA (Approval recommended by the County Administrator)

### COUNTY ADMINISTRATOR

11. **Advertising County Resources** – Request Board approve the following final payments from the Fiscal Year 2017-2018 Advertising County Resources Budget: \$3,033 to the Lone Pine Chamber of Commerce for the Wild Wild West Marathon and Ultra runs; \$1,750 to the Friends of the Inyo for the 2018 Owens Lake Bird Festival; and \$400 to the Amargosa Conservancy for the Highway 127 Visitor Guide.
12. **Parks & Recreation** – Request Board approve a purchase order in the amount of \$13,591 payable to Mid State Containers of Nipomo, CA for the purchase of two (2) 40-foot storage containers.

### HEALTH & HUMAN SERVICES

13. **Eastern Sierra Area Agency on Aging** – Request Board appoint Roger Rasche and Sandra Lund to the Eastern Sierra Area Agency on Aging Advisory Council, each to unexpired two-year terms ending December 11, 2020. (*Notice of Vacancy resulted in requests for appointment from Mr. Rasche and Ms. Lund.*)

### PUBLIC WORKS

14. Request Board approve a blanket purchase order in the amount of \$30,000 payable to Bishop Glass of Bishop, CA.
15. **Road Department** – Request Board approve the purchase of crack seal material from and enter into a six-month agreement for a crack sealing kettle with Pavement Preservation Specialties, Inc. dba: Environmental Concepts of Tehachapi, CA in an amount not to exceed \$190,036.25, and authorize the Public Works Director or designee to sign.
16. **Road Department** – Request Board approve the purchase of one (1) John Deere R15 Flex Wing Rotary Cutter from Valley Truck and Tractor, Inc. of Elk Grove, CA in an amount not to exceed \$20,020.89.

**SHERIFF**

17. Request Board: A) approve the 2019 Domestic Cannabis Eradication/Suppression Program Letter of Agreement in the amount of \$14,000, contingent upon adoption of the Fiscal Year 2019-2020 Budget; B) authorize Sheriff Hollowell to sign the agreement and all necessary documents; and C) authorize Treasurer-Tax Collector Alisha McMurtrie to sign as the authorized agency representative to enable electronic fund transfer when available.

**DEPARTMENTAL (To be considered at the Board's convenience)**

18. **BOARD OF SUPERVISORS – Supervisor Tillemans** – Request Board approve Resolution No. 2019-14, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Waiving Solid Waste Disposal and Gate Fees for Trash and Litter Removal During the Big Pine Community Clean-up," and authorize the Chairperson to sign.
19. **BOARD OF SUPERVISORS – Supervisor Kingsley** – Request Board approve Resolution No. 2019-15, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Waiving Solid Waste Disposal and Gate Fees for Trash and Litter Removal During the Lone Pine Paiute-Shoshone Reservation Earth Day Community Clean-up Event," and authorize the Chairperson to sign.
20. **PLANNING** – Request Board review the West-wide Energy Corridors Region 5 and draft correspondence, and authorize the Chairperson to sign.

**TIMED ITEMS (Items will not be considered before scheduled time but may be considered any time after the scheduled time)**

- 11 a.m. 21. **COUNTY ADMINISTRATOR – Recycling & Waste Management – Workshop** – Request Board participate in a workshop regarding the proposed Franchise Agreements with the County's waste haulers.

**Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board's discretion, including before scheduled timed items.**

**CORRESPONDENCE – ACTION**

23. **Inyo County Fish and Wildlife Commission** – Request Board authorize the Inyo County Fish and Wildlife Commission to send a letter to Senator Bob Archuleta in support of SB 395 – the Wildlife Safety Act – and to consider a request that the Board of Supervisors also send a letter of support.

**COMMENT (Portion of the Agenda when the Board takes comment from the public and County staff)**

24. **PUBLIC COMMENT**

**BOARD MEMBER AND STAFF REPORTS**



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:
<b>AGENDA NUMBER</b>
9

- Consent     Departmental     Correspondence Action     Public Hearing  
 Schedule time for     Closed Session     Informational

FROM: Public Works Department

FOR THE BOARD MEETING OF: ~~APR 27~~ 2019

SUBJECT: Authorize the hiring of (1) Airport Technician I/II

**DEPARTMENTAL RECOMMENDATIONS:**

Request the Board find that, consistent with the adopted Authorized Position Review Policy:

1. The availability of funding for the requested Airport Technician position exists within the Airport Budgets, as certified by the Public Works Director and concurred with by the County Administrator, and the Auditor-Controller;
2. Where internal candidates meet the qualifications for the position; an external recruitment would be appropriate to best ensure a pool of the most qualified candidates; and
3. Authorize the hiring of; one (1) Airport Technician I/II range 50 (\$2,860 - \$3,478) or range 54 (\$3,135 - \$3,814) depending on qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Public Works would like to hire one (1) Airport Technician. This vacancy has been created by a recent departmental promotion. This position is critical to the Airports operations and is spread within multiple budgets and Airport functions. These critical functions include, but are not limited to, Airport operations, maintenance, aircraft fueling, auto parking contracts, hangar leases, fuel sales, military fuel sales and customer service. This position is funded through non-general fund budgets and is included in our authorized strength for FY 2018/2019.

**ALTERNATIVES:**

The Board could decide not to approve filling the position or expanding the recruitment. This is not recommended, as the position is allocated and plays a key role in the professional and technical activities of the Department.

**OTHER AGENCY INVOLVEMENT:**

Personnel Department for recruitment  
 Auditor

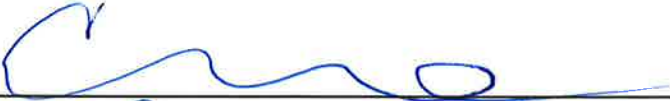
**FINANCING:**

This position is currently budgeted in Bishop Airport (150100) salaries and benefits object codes.

Agenda Request Form  
Board meeting of  
Subject:

**APPROVALS**

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  
Approved: N/A Date \_\_\_\_\_

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  
  
Approved: yes Date 3/19/19

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  
  
Approved: ✓ Date 3/19/19

DEPARTMENT HEAD SIGNATURE:   
(Not to be signed until all approvals are received) Date: 3/19/19



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

- Consent     Departmental     Correspondence Action     Public Hearing  
 Schedule time for     Closed Session     Informational

For Clerk's Use Only:
<b>AGENDA NUMBER</b>
10

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 2, 2019

SUBJECT: Request change in Public Works Authorized Strength

**DEPARTMENTAL RECOMMENDATIONS:**

Request your Board:

1. Change the Authorized Strength by:
  - a. Defund one Deputy Director, Range 88 (\$7,034 - \$8,547) and;
  - b. Adding one of Engineering Assistant I/II Range 71(\$4,675 - \$5,683) or Range 75 (\$5,141 - \$6,249) depending on qualifications;
  
2. Find that consistent with the Adopted Position Review Policy:
  - a. The availability of funding for one of the requested positions comes from the defunding of the Deputy Director in the Public Works Budget (011500), as certified by the Public Works Director and concurred with by the County Administrator, and the Auditor Controller; and,
  - b. There exists an eligibility list from the recent Engineering series recruitment, which may include a qualified candidate. If that list is exhausted, where internal candidates could meet the qualifications for the position, we are requesting an open recruitment to ensure more qualified candidates apply; and,
  - c. Approve the hiring of one Engineering Assistant I/II, Range 71(\$4,675 - \$5,683) or Range 75 (\$5,141 - \$6,249).

**CAO RECOMMENDATION:**

As your Board is aware, Public Works has made a variety of organizational changes in the past couple of years. This is likely to continue to be the case for at least another year due to variety of reasons including but not limited to changes in road funding, changes to water system operations and funding, and a need for succession planning and employee retention. While I recommend that the Public Works Department make these changes as comprehensively as possible, there are going to continue to be instances where incremental changes will be necessary. My recommendation to positively consider this request is related to succession planning and employee retention. The current cadre of public works staff contains a solid core of journey level technical/professional employees that are self-motivated and have the potential to move relatively quickly into leadership positions in the Department. This recommended change in authorized staffing will provide more "boots on the ground", save some money in the near term, and provide an opportunity for the Department's current technical/professional staff to move into leadership positions as licensure and experience is met.

**SUMMARY DISCUSSION:**

The Public Works organizational structure consisted of the Public Works Director and two Deputy Directors, loosely defined as; one Deputy overseeing operations, Road, Water Systems, Buildings, and Grounds; and one Deputy for Airports, Engineering, capital improvement, deferred maintenance and support of technical projects. While these two Deputy positions have different responsibilities, they complement each other in management and oversight duties.

With the recent appointment of Michael Errante as the Director of Public Works, the Deputy Public Works Director position that oversees the Engineering operations has become vacant. With the Public Works Department Head also an Engineer, he will continue to provide the technical oversight and review of engineering projects. In an internal evaluation of Public Works' current needs, the Department is requesting authorization to fill the vacancy with an Engineering Assistant I/II instead of recruiting for a Deputy Public Works Director position.

A recruitment was recently completed for an Engineering Assistant I/II or an Assistant Civil Engineer, resulting in several well qualified candidates. The Department proposes to fill the position from the eligibility list if possible. Finding none, the department would begin an open recruitment.

**ALTERNATIVES:**

Your Board could choose not to approve the recommended staffing change and instruct the Public Works Department to begin open recruitment for a Deputy Public Works Director; this is not recommended as a Deputy Director position requires a level of intuitional familiarity, historical and operational experience to be successful. These challenges have proven to be obstacles for an outside candidates' success.



**OTHER AGENCY INVOLVEMENT:**

CAO  
Personnel Department  
Auditor

**FINANCING:**

Funding for the new position will come from the defunded Deputy Public Works Position in Public Works Budget 011500.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: _____	Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: 	Date 3/28/2019
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: 	Date 3/28/19

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  Date: 2019.03.28

**CAO/BUDGET OFFICER SIGNATURE:**

(Not to be signed until all approvals are received) \_\_\_\_\_ Date: \_\_\_\_\_



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 11

- X Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Jon Klusmire, Museum Services Administrator

**FOR THE BOARD MEETING OF:** April 2, 2019

**SUBJECT:** Final County of Inyo Community Project Sponsorship Payments to the Lone Pine Chamber of Commerce, the Amargosa Conservancy and Friends of the Inyo for successfully completing a 2018 Community Project Sponsorship Projects.

**DEPARTMENTAL RECOMMENDATION:** Request your Board approve a final payments from the 2017-18 Advertising County Resources Budget, 011400, to the Lone Pine Chamber of Commerce for \$3,033 for the Wild Wild West Marathon and Ultra runs (Object Code 5587), and The Friends of the Inyo for \$1,750 for the 2018 Owens Lake Bird Festival (Object Code 5511), and the Amargosa Conservancy for \$400 for the Highway 127 Visitor Guide (Object Code 5511).

**SUMMARY DISCUSSION:** The Lone Pine Chamber of Commerce received a FY 2017-18 County of Inyo Line Item Community Project Sponsorship in the amount of \$6,066 to help sponsor the Wild Wild West Marathon. After contracts were finalized, 50 percent the grant funds were disbursed to the Chamber. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,033. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material. Excellent weather contributed to a larger-than-average number of runners for this year's event. About 250 runners completed their course, either a marathon or longer, ultra-run.

The Friends of the Inyo was awarded a FY 2017-18 Annual Competitive County of Inyo Community Project Sponsorship Grant in the amount of \$3,500 to help sponsor the Fourth Annual Owens Lake Bird Festival. After contracts were finalized, 50 percent the grant funds were disbursed to the Friends of the Inyo. The Festival organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,750. The Friends also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material. About 140 people participated in the event. Plus, the Eastern Sierra Interpretive Association hosted a series of programs related to the event in local schools.

The Amargosa Conservancy was awarded a FY 2017-18 Annual Competitive County of Inyo Community Project Sponsorship Grant in the amount of \$800 to help sponsor the Highway 127 Death Valley/Amargosa Basin Visitor Guide Brochure. The brochure highlighted the various attractions in Southern Inyo. After contracts were finalized, 50 percent the grant funds were disbursed to the Conservancy. The Conservancy has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$400. The Conservancy also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

**ALTERNATIVES:** The Board could deny the requests.

**OTHER AGENCY INVOLVEMENT:** County Administrator's Office, Auditor/Controller.

**FINANCING:** The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in the FY 2017-18 Advertising County Resources Budget (011400) in the Object Codes noted in the Departmental Recommendation.

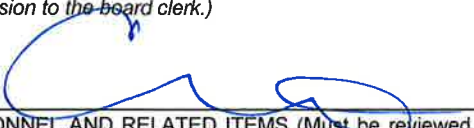
**APPROVALS**

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*

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



AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved:  Date: <u>3/20/2009</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  
(The Original plus 20 copies of this document are required)

 (for Ric & Benson) Date: 3-20-09



May 16, 2018

Inyo County Board of Supervisors  
Drawer N  
Independence CA 93526

Dear Board,

The Lone Pine Chamber is grateful for your participation as a sponsor of the 2018 Wild Wild West Marathon and Ultras.

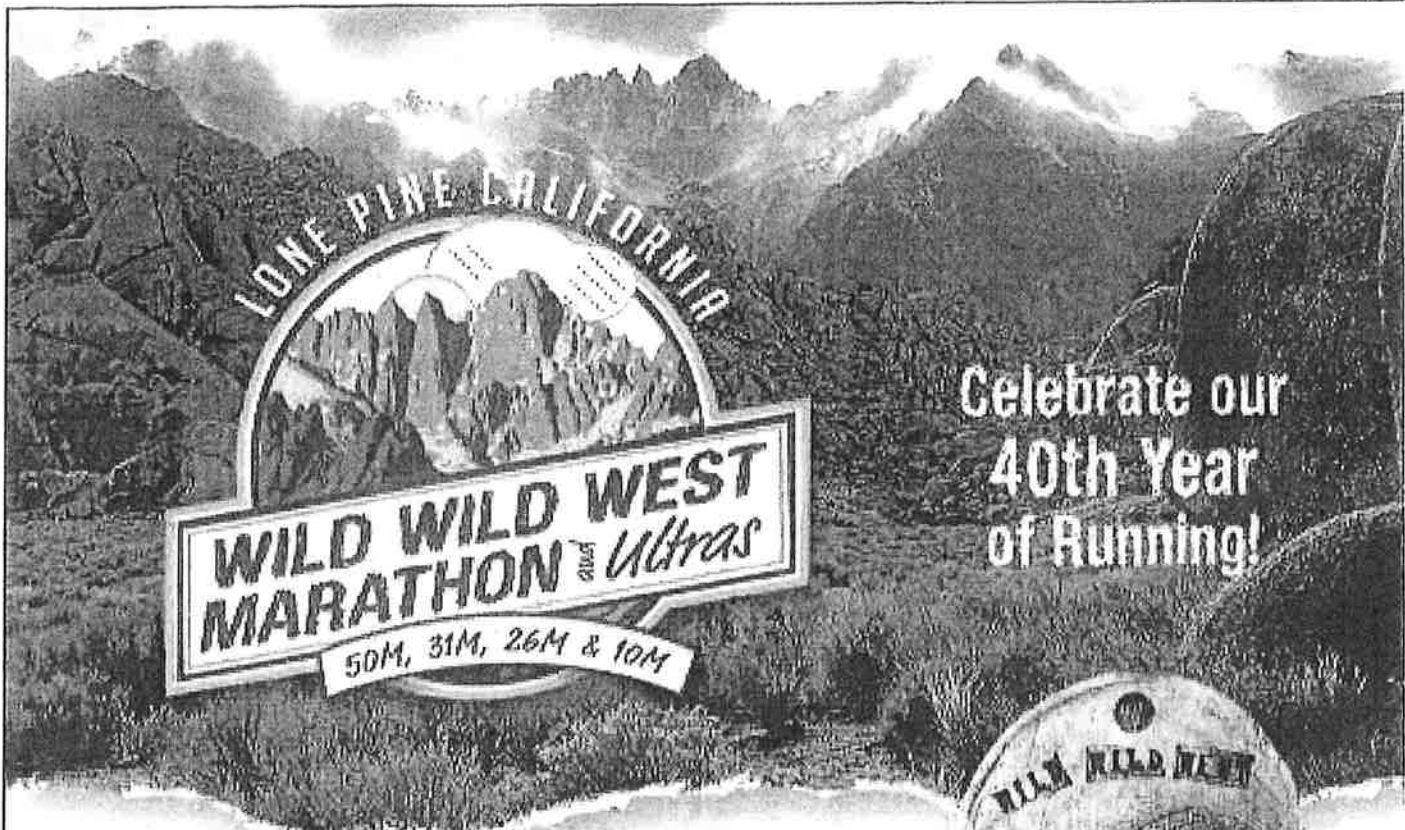
This year the weather was amazing and we had about 250 runners complete their course.

This is a great race that keeps bringing people from all over the world to our area and we thank you so much for all you do to benefit our communities.

Sincerely,

A handwritten signature in cursive script that reads "Kathleen New".

Kathleen New  
President/CEO  
Lone Pine Chamber of Commerce



Celebrate our  
40th Year  
of Running!



# May 5, 2018

All 1978 Runner's Run FREE

Run in the shadow of the High Sierra  
and through the Alabama Hills.

Start at 4,500 ft, climb to 8,600 ft. & end at 3,700 ft.

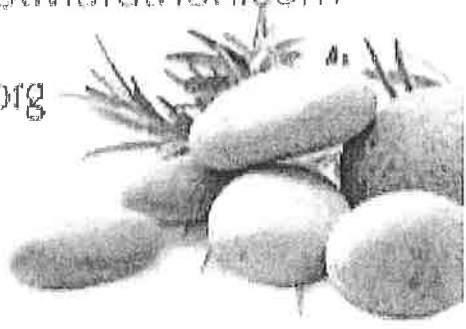
**REGISTER AT:** [www.UltraSignUp.com](http://www.UltraSignUp.com)


**MORE DETAILS VISIT:** [www.WildWildWestMarathon.com](http://www.WildWildWestMarathon.com)

[director@lonepinechamber.org](mailto:director@lonepinechamber.org)

**760.876.4444**

**Free Entry  
for all active  
Military  
Personnel**



FIND US ON  

*Sponsored by the Lone Pine Chamber and Inyo*



**COUNTY OF INYO  
COMMUNITY PROJECT SPONSORSHIP PROGRAM  
REIMBURSEMENT REQUEST FORM**

Mail Reimbursement Request To:  
County of Inyo  
Community Project Sponsorship Program  
P. O. Drawer N  
Independence, CA 93526

Total Requested 3033.00  
Mid Project Request   
(list relevant invoices)  
Final Payment Request   
(if yes, complete all sections  
below)

Grant Recipient Name Lone Pine Chamber of Commerce

Project Name Wild Wild West Marathon

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)			
INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
		See attached	

Invoice Total  
Total Reimbursement requested (if different) 3022.00

**CHECK LIST FOR FINAL REIMBURSEMENT**

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity  Date Project/Event Completed 5/5/2018

Final Report to the Board of Supervisors  
Oral Report  Report of Eligible Staff Costs   
Written Report

Documentation of All Eligible Expenses

I certify that all expenditures associated with this reimbursement request are consistent with the grant agreement between the Grant Recipient named above and the County of Inyo

Signature of Representative \_\_\_\_\_ President \_\_\_\_\_ 5/24/2018  
Title \_\_\_\_\_ Date \_\_\_\_\_

Wild Wild West Marathon 2016			
Date	Vendor	Purpose	Amount
12/31/2018	KIBS	Radio Advertising	\$ 350.00
2/21/2018	Osuna Design	Social Media marketing and design	\$ 915.75
3/16/2018	Pacifica	T Shirts	\$ 2,673.75
4/25/2018	Drew Wickman	awards	\$ 1,500.00
5/1/2018	Philadelphia Insurance	Liability Ins.	\$ 529.00
5/4/2018	Staff	50 hrs at 15.00	\$ 1,750.00
5/25/2018	Pacifica	T Shirts	\$ 503.40
5/7/2018	BLM	Permit	\$ 918.00
5/28/2018	Josephs	water stop food	\$ 226.17
1/5/2018	Skratch Labs	water stop food	\$ 156.00
4/20/2018	USFS	Permit	\$ 300.00
5/16/2018	United States P.O.	mailing	\$ 38.15
5/15/2018	USFS	permit	\$ 342.00
5/21/2018	United States P.O.	mailing	\$ 23.15
5/5/2018	Alabama Hills Café	water stop food	\$ 40.89
10/31/1914	Fraiser Park Market	water stop food	\$ 69.98
5/1/2018	Fraiser Park Market	water stop food	\$ 69.21
3/29/2018	Rainbow Racing	supplies	\$ 102.18
3/28/2018	Dollar Tree Stores, Inc	supplies	\$ 51.96
3/20/2018	DWP	Permit	\$ 50.00
9/21/2017	ultra running magazine	advertising October	\$ 340.00
8/21/2017	ultra running magazine	advertising November	\$ 340.00
4/21/2018	Smart and final	water stop food	\$ 61.47
		Total	\$ 11,351.06



**COUNTY OF INYO  
COMMUNITY PROJECT SPONSORSHIP PROGRAM  
REIMBURSEMENT REQUEST FORM**

Mail Reimbursement Request To:  
County of Inyo  
Community Project Sponsorship Program  
P. O. Drawer N  
Independence, CA 93526

Total Requested 1750.00  
Mid Project Request   
(list relevant invoices)  
Final Payment Request   
(if yes, complete all sections  
below)

Grant Recipient Name Friends of the Inyo  
Project Name 2018 Owens Lake / Owens Valley Bird Festival

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)			
INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
4/19/18	Forrest Pound	Owens Lake Bird Festival Video	2006.00
1/15/19	Forrest Pound	Owens Lake Bird Festival Video	2006.00

Invoice Total 4012.00  
Total Reimbursement requested (if different) 3500.00  
*Final Payment* 1750.00

**CHECK LIST FOR FINAL REIMBURSEMENT**

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity  Date Project/ Event Completed 4/29/18

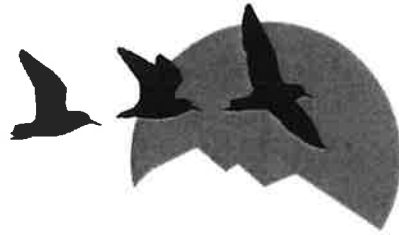
Final Report to the Board of Supervisors  
Oral Report  Report of Eligible Staff Costs NA Budget to actual  
Written Report

Documentation of All Eligible Expenses

I certify that all expenditures associated with this reimbursement request are consistent with the grant agreement between the Grant Recipient named above and the County of Inyo

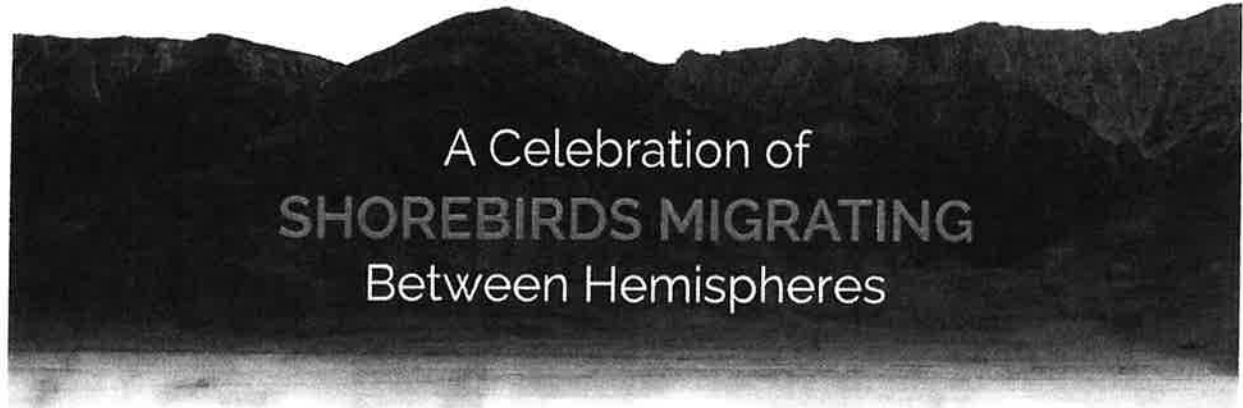
Michael Claver Operations Director 3.15.2019  
Signature of Representative Title Date

Originals were poster sized

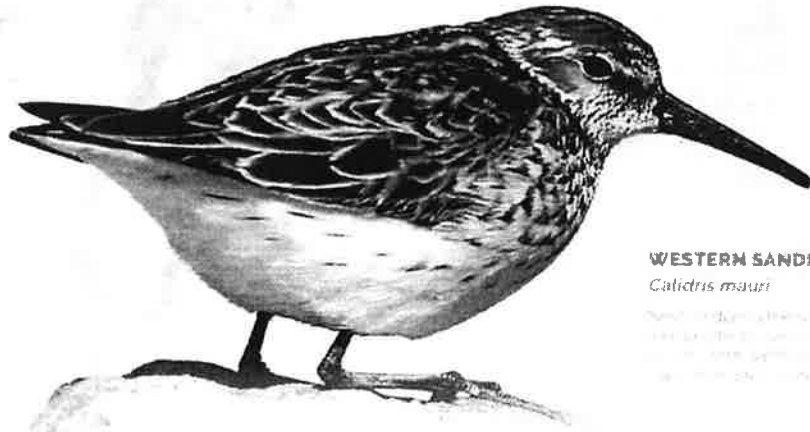


# OWENS LAKE

— BIRD FESTIVAL —



A Celebration of  
**SHOREBIRDS MIGRATING**  
Between Hemispheres



**WESTERN SANDPIPER**  
*Calidris mauri*

Western Sandpipers are common wintering shorebirds in the Owens Lake region. They are often seen in the shallow water and mudflats of the lake.

LONE PINE, CA  
**April 27 - 29, 2018**

**FRIDAY-SUNDAY**

Experience the ornithological delights of Owens Lake  
and its diverse surrounding ecosystems.

**Birding, Natural & Human History, Photography**



METABOLIC STUDIO



For more information, please call or visit: (760) 873-6500 or [www.friendsoftheinyo.org](http://www.friendsoftheinyo.org)

PHOTOS: Martin Powell, Tom Knudson and Ben Wickham

## Owens Lake Bird Festival 2018 Budget to Actual

Income	Item	Budget	Actual	Inyo County CPSP
Grants	Metabolic Studio	3000	5000	
	Inyo Co	2000	3500	3500
Sponsors	ESIA	1500	1500	
	Audubon CA	500	0	
	LADWP	500	1000	
	Eastern Sierra Audubon	500	750	
Registrations	\$60 pp x 115 people	6900	10399	
Lunch & dinner	\$15 x 60, \$30 x 70	3000	2819	
Donations		0	978	
Merch & drink donations		0	771	
Silent Auction		2000	1395	
<b>Gross Income</b>		<b>19900</b>	<b>28112</b>	<b>3500</b>
<b>Expense</b>	<b>description</b>	<b>amount</b>		
Salaries	staff salaries	7000	12262	
Professional fees	designer/video/ registration software	800	5857	3500
Printing	postcards, fliers, programs	750	197	
Advertising	local papers, radio, magazines	4000	2661	
Supplies	Program supplies, food, 2 receptions, bre	6900	6716	
Travel	mileage and misc travel	400	223	
Space rental	Statham Hall/Museum/ABC permits	450	498	
<b>Gross Expense</b>		<b>20300</b>	<b>28413</b>	<b>3500</b>
<b>Net income</b>		<b>-400</b>	<b>-301</b>	<b>0</b>





# FRIENDS OF THE INYO

SINCE 1986

Caring for the Eastern Sierra

County of Inyo  
Community Project Sponsorship Program  
P.O. Drawer N  
Independence, CA 93526

Re: 2018 Owens Lake / Owens Lake Bird Festival 2018

Report to Inyo County Community Project Sponsorship Program

Friends of the Inyo presents the following report to Inyo County for your Community Project Sponsorship Program grant in support of the Owens Lake Bird Festival. We are extremely grateful for your support and pleased with the success of the festival in its Fourth year.

With the support of Inyo County, the Metabolic Studio, the Los Angeles Department of Water and Power, Eastern Sierra Interpretive Association, and others, Friends of the Inyo hosted the Owens Lake Bird Festival on April 27-29, 2018 in Lone Pine, CA. In its fourth year, the festival welcomed 140 participants for two days of avian and natural history exploration around Owens Lake and Lone Pine. The festival kicked off on Friday evening with an enjoyable opening reception at the Museum of Western Film History in Lone Pine where Friends of the Inyo Board members shared refreshments and discussing the rejuvenation of Owens Lake.

Trips expanded for this year's festival to offer more opportunity and variety for exploration around Owens Lake. On Owens Lake, Friends of the Inyo offered birding trips to experts, beginners, and families, while also offering trips that focused on subject matter other than birds, such as geology, botany, conservation history, and ecological restoration work producing more usable habitat on the lake. Friends of the Inyo also offered trips into the greater Lone Pine area to allow exploration of areas such as the Alabama hills, Cartago Springs, and Conglomerate Mesa.

A Saturday dinner and reception occurred at Statham Hall after a cocktail hour which allowed participants to mingle and share stories about their day. After dinner the festival Keynote speaker Paul McFarland addressed the audience and mentioned the important work of Michael Prather and James Wilson who provided the vision for the bird festival and Friends of the Inyo.

Paul's talk highlighted the history of stewardship in the Eastern Sierra and how pairing physical restoration work with Policy campaigns makes the Eastern Sierra a better place for wildlife, ecosystems, and the local people. Comedic anecdotes shared an endearing passion for preservation of this important place. Every person had a different experience at the festival, but the Keynote address brought everyone together with a round of standing applause for the beauty, artful restoration, and community around Owens Lake.



# FRIENDS OF THE INYO

SINCE 1986

Caring for the Eastern Sierra

Over 140 people participated in this year's Owens Lake Bird Festival. Many stayed one or two nights in hotels in Lone Pine and took advantage of local restaurants for meals bringing economic benefit to the community. At the same time, the festival helped visitors explore the area in a new way and connected many visitors with the local community, in turn sharing the story of the community with a broader audience.

Friends of the Inyo collected evaluations from both participants and trip leaders to assess their experience and gather recommendations for future events. The evaluations were overwhelmingly positive with recommendations for fine tuning the Owens Lake Bird Festival in future years.

In conjunction with the Owens Lake Bird Festival, Eastern Sierra Interpretive Association hosted a series of programs with local schools during the weeks before the festival.

To create a successful Owens Lake Bird Festival, Friends of the Inyo relied on the support of many partners and collaborators, further enhancing the festival's ability to build a sense of community and connections between organizations. We are grateful to both Inyo County and the Metabolic Studio for sponsoring the event. We are also grateful for the support we received from other sponsors mentioned above. The partnerships we forged in the festival's first years, especially with LADWP, continued into the fourth festival with LADWP providing staff time to showcase positive opportunities to explore and enjoy Owens Lake while emphasizing the benefit of habitat responsive design on the lake.

Now that Friends of the Inyo has held the Owens Lake Bird Festival for four years, we're looking to apply our learning and successes to a fifth festival in April of 2019. Based on feedback after the previous festivals, Friends of the Inyo successfully added more opportunities to explore beyond Owens Lake. With next year's festival, Friends of the Inyo hopes to more successfully market the festival's strong exploration opportunities to the public in Southern California, the Bay area, and beyond through our website and video. We hope that with more advertising in broader markets we can continue to introduce new audiences to the magic of the Lower Owens Valley and the significant habitats of Owens Lake.

Specific county funds were used for our contract with film producer Forrest Pound to highlight the visual beauty of the Owens Valley, Story of Owens Lake, and the amazing birding opportunities the festival offers. Forrest produced an invoice of 2006.00 before the event, and he consulted Friends of the Inyo while carefully editing the raw video, interviews, and scenes to create a beautiful final product. Each version was approved by our partners LADWP to continue our strong relationship, and in recognition of their important role at the lake. The final invoice for another 2006.00 arrived when Forest and Friends of the Inyo agreed on a final product that we are both proud of, and will bring more publicity to Inyo county while exciting people for the 5th annual festival in 2019.



# FRIENDS OF THE INYO

SINCE 1986

Caring for the Eastern Sierra

Friends of the Inyo thanks Inyo County for its support of the fourth annual Owens Lake Bird Festival. Inyo County's contribution enhanced our marketing and outreach efforts, which will enabled the festival to successfully expand and inspire new visitors to the Lower Owens Valley to fall in love with this place. At the same time, it helped Friends of the Inyo grow partnerships and strengthen connections that began in the festival's fourth year.

Sincerely,

Michael Cleaver

Operations Director

Amargosa Conservancy

RE: completion of 2018 CPSP brochure project, via email from Bill Neil

Hello Jon, our Hwy. 127 Visitor Guide has been printed and I have 5000 copies to distribute, with a total weight of about 104 pounds of glossy paper.

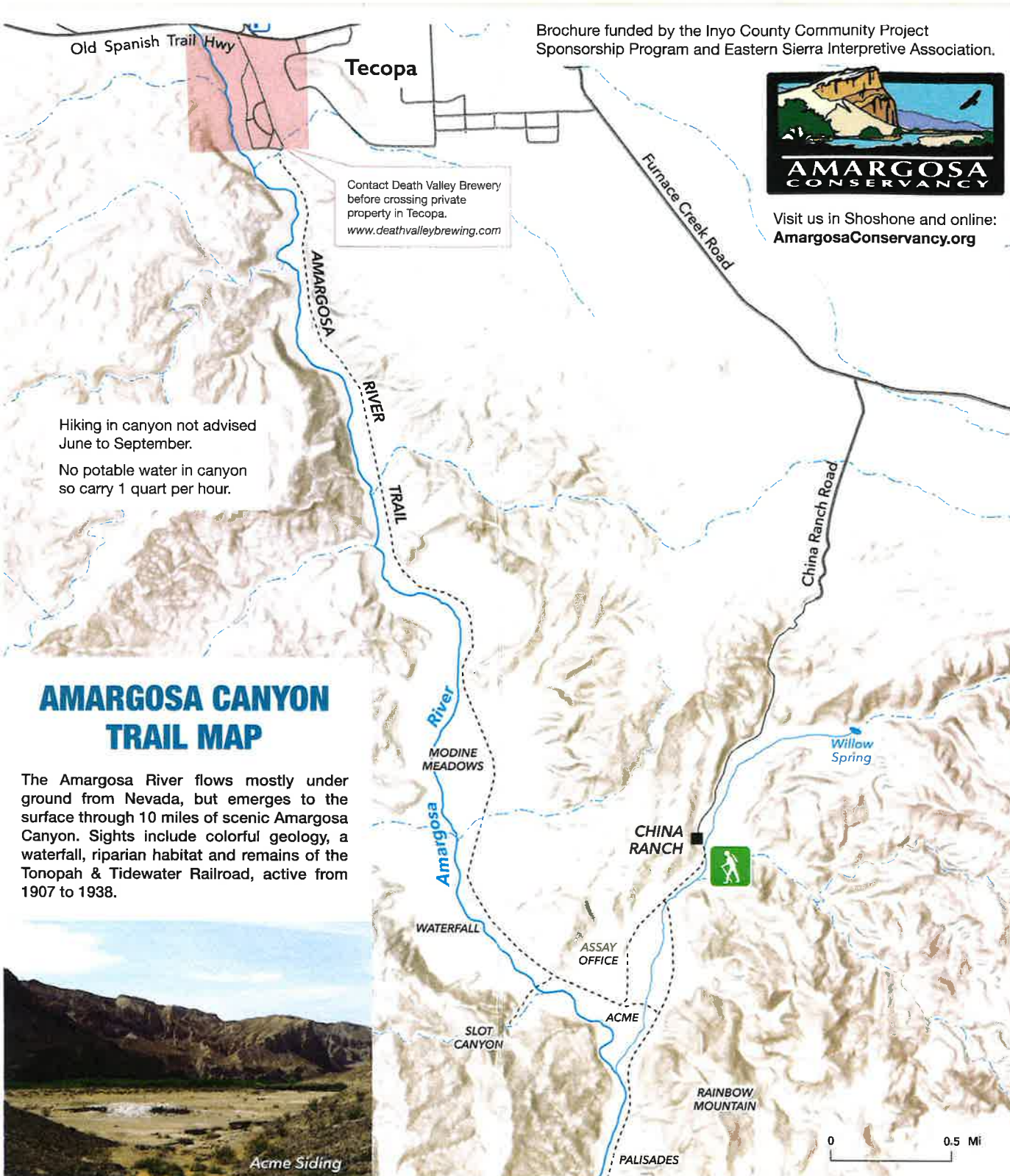
For the initial rollout I'm mailing 60 brochures to the Interagency Visitor Center in Lone Pine and 60 to Ash Meadows National Wildlife Refuge, with more later after we see how fast they are taken by visitors.

Also I'm mailing an envelope with 10 brochures to your address in Independence, so you can show them around and let me know if you can distribute more.

Bill Neil, Amargosa Conservancy

PROJECT COSTS:

Graphic Design and Map Corrections (Designs by Bearded Pirates, Inc.)	\$920.00
Print Bill – Printing Matters	\$542.66
Mail Costs	\$37.00
TOTAL	\$1,499.66



Brochure funded by the Inyo County Community Project Sponsorship Program and Eastern Sierra Interpretive Association.



Visit us in Shoshone and online:  
[AmargosaConservancy.org](http://AmargosaConservancy.org)

Contact Death Valley Brewery before crossing private property in Tecopa.  
[www.deathvalleybrewing.com](http://www.deathvalleybrewing.com)

Hiking in canyon not advised June to September.  
No potable water in canyon so carry 1 quart per hour.

## AMARGOSA CANYON TRAIL MAP

The Amargosa River flows mostly under ground from Nevada, but emerges to the surface through 10 miles of scenic Amargosa Canyon. Sights include colorful geology, a waterfall, riparian habitat and remains of the Tonopah & Tidewater Railroad, active from 1907 to 1938.

**VISITOR GUIDE**

# GATEWAY TO DEATH VALLEY

**SIGHTS AND ATTRACTIONS OF THE AMARGOSA BASIN**

Featuring Amargosa Canyon, China Ranch, Salt Creek, Tecopa, Shoshone, and Ash Meadows

## SHOSHONE MUSEUM



Exhibits on local geology, ecology and history, including fossil Mammoth skeleton found nearby.

## GRIMSHAW LAKE



A natural marsh with water from nearby springs, this lake is popular with migrating birds and bird-watchers.

## CHINA RANCH



Family-owned date farm in a hidden oasis, with gift shop and trailhead for hikes to Amargosa Canyon (see trail map on reverse side). Trailhead facilities include parking, kiosk, restrooms and shaded picnic tables.



## ASH MEADOWS



This National Wildlife Refuge is home to desert pupfish and rare "endemic" plants that grow nowhere else.

## TECOPA HOT SPRINGS



Public and private pools fed by artesian hot springs, with 40-acre campground/RV facility, operated by concessionaire for Inyo County.

## SALT CREEK HILLS



An important rest stop on the Old Spanish Trail from New Mexico to Los Angeles from 1830 through the 1860s. During the Ice Ages, rainfall from San Bernardino Mountains flowed down the Mojave River and through this gap eroded in granite rock en route to Death Valley.



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 12

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Parks and Recreation

**FOR THE BOARD MEETING OF:** April 2, 2019

**SUBJECT:** Authorization to Purchase Two 40ft Storage Containers

**DEPARTMENTAL RECOMMENDATION:** That your Board authorize a purchase order in the amount of \$13,591.00 object code 5650, payable to Mid State Containers located in Nipomo, CA, for the purchase of two 40 foot storage containers.

**SUMMARY DISCUSSION:** There is a great deal of equipment and supplies needed to maintain the County's parks and campgrounds. Recognizing that the Parks and Recreation Department has inadequate storage and appropriation was included in the 2018/19 budget to purchase two 40 foot storage containers.

Parks and Recreation has solicited bids for two refurbished containers. The following bids have been submitted:

- Mid State Containers                      \$13,591.00
- Aztec Containers                              \$14,169.13

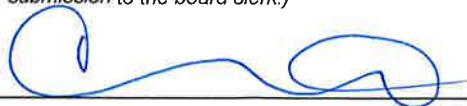
If approved by your Board, a purchase order will be issued and the department will acquire two containers from Mid State Containers.

**ALTERNATIVES:** Your Board could choose not to approve the purchase of the containers and appropriate the funds elsewhere, however, Inyo County Parks and Recreation has a need for storage.

**OTHER AGENCY INVOLVEMENT:** None

**FINANCING:** The purchase of the containers is budgeted in the Parks and Rec 2018/2019 Budget 076900, Object Code 5650.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>N/A</u> Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>   Approved: <u>yes</u> Date <u>3/18/2018</u>

PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>N/A</u> Date _____
---------------------	--

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
(The Original plus 20 copies of this document are required)

*Richard J. Brown*

Date: 3/20/19





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
13

- Consent Hearing    
 Departmental    
 Correspondence Action    
 Public  
 Scheduled Time for    
 Closed Session    
 Informational

**FROM:** HEALTH & HUMAN SERVICES – ESAAA

**FOR THE BOARD MEETING OF:** April 2, 2019

**SUBJECT:** Appointment of ESAAA Advisory Council members

**DEPARTMENTAL RECOMMENDATION:**

Request Board appoint Roger Rasche and Sandra Lund to the Eastern Sierra Area Agency on Aging (ESAAA), for the period ending December 11, 2020.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

An Area Agency on Aging (AAA) is required by statute to have an Advisory Council. The purpose of such Advisory Council, pursuant to Section 9402 of the Older Californians Act, is to be “a principal advocate body on behalf of older individuals within a planning and service area,” and “shall provide advice and consultation on issues affecting the provision of services provided locally to older individuals.” Your Board adopted By-laws in October 2012 for the new ESAAA Advisory Council with a membership of nine (9), including one Board of Supervisors member, appointed annually. Four advisory council members’ terms expired in December, 2018 and were advertised resulting in the reappointment of two members, leaving two remaining vacancies. A second advertisement resulted in the application of Roger Rasche, requesting re-appointment to the Advisory Council as he had missed the deadline for the previous recruitment. Additionally, the department received a request for appointment by Sandra Lund, who meets the eligibility requirements for membership.

The following is a list of the remaining two applicants with an identification of the membership category they continue to fill:

Name	60 or Over	Low Income	Disabled	Supportive Services Provider	Health Care Provider	Family Caregiver	Private/Voluntary Leadership	Other
Roger Rasche	X	X	X				X	
Sandra Lund	X						X	

The Department respectfully requests your Board reappoint Roger Rasche and appoint Sandra Lund to the ESAAA Advisory Council.

**ALTERNATIVES:**

Your Board could choose not to fill the vacant seats with the existing applicants, resulting in two vacancies remaining unfilled.

**OTHER AGENCY INVOLVEMENT:**

California Department of Aging

**FINANCING:**

No funding involved in this request.

**APPROVALS**

<b>COUNTY COUNSEL:</b> <b>N/A</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b> <b>N/A</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>PERSONNEL DIRECTOR:</b> <b>N/A</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>BUDGET OFFICER:</b> <b>N/A</b>	<b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____

***DEPARTMENT HEAD SIGNATURE:***

(Not to be signed until all approvals are received)



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



## Darcy Ellis

---

**From:** Sandra Lund <slund@cebridge.net>  
**Sent:** Monday, March 11, 2019 12:54 PM  
**To:** Darcy Ellis  
**Subject:** esaa

My name is Sandra Lund and a resident of Big Pine. I am supplying my notice of application for the opening on the ESAA advisory board recently posted. I do hope that this email will be satisfactory as my bid for the position open on the Advisory Board. I am 75 years and a life time resident of Inyo County 9 a few years in San Francisco and a few years in Mammoth. My phone # is 760 938 2343 and my email is [slund@cebridge.net](mailto:slund@cebridge.net). Looking forward to hearing from you.

14 Feb 2019



Per. Ellis  
& Board of Supervision

I am replying for

The Advisors  
Council of ESAA

Thank you

Roger Rasche

Roger Rasche  
Helping Our Heroes

RECEIVED  
2019 FEB 19 PM 12:10  
ADMINISTRATIVE  
CLERK OFFICE

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

RECEIVED This space

2019 FEB 22 AM 10:35

NOTICE OF VACANCY  
Eastern Sierra Area Agency on Aging Stamp  
on Aging Advisory Council

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States  
and a resident of the County aforesaid.  
I am over the age of eighteen years,  
And not a party to or interested in the  
above-entitled matter. I am the principal  
clerk of the printer of the  
The Inyo Register

NOTICE IS HEREBY  
GIVEN that the Inyo County  
Board of Supervisors is accept-  
ing applications to fill two (2)  
vacancies on the Eastern Si-  
erra Area Agency on Aging Ad-  
visory Council, with unexpired  
terms ending December 11,  
2020.

Pr f

The Advisory Council shall  
be comprised of nine (9) total  
members from across the  
two-county region of Inyo and  
Mono counties. At least 50% of  
the appointed members shall  
be aged 60 or above, including  
minority individuals and older  
individuals residing in rural ar-  
eas. Cross-generational repre-  
sentation also is encouraged.  
Members may not be employ-  
ed by an entity currently in a  
subcontracting relationship  
with ESAAA. Targeting efforts  
shall be made to ensure mem-  
bership includes individuals  
from the following categories:

- low-income older adults;
- disabled persons;
- supportive services provider;
- health care provider;
- individuals with leadership ex-  
pertise in private/voluntary sec-  
tors; and
- family caregiver defined as ei-  
ther (1) an adult family mem-  
ber, or other individual, who is  
an informal provider of in-home  
and community care to an  
older individual with Alz-  
heimer's disease or a related  
disorder with neurologic and  
organic brain dysfunction; or  
(2) a grandparent or  
step-grandparent of a child, or  
a relative of a child by blood,  
marriage, or adoption, who is  
55 years of age or older and  
who lives with the child, is the  
primary caregiver of the child,  
and has a legal relationship  
with the child such legal cus-  
tody, guardianship or raising  
the child informally.

If you are interested in serv-  
ing on the Eastern Sierra Area  
Agency on Aging Advisory  
Council, have interest in the  
welfare of the region's seniors,  
meet the criteria and/or qualify  
for one of the categories,  
please submit your request for  
appointment on or before 5:00  
p.m., Thursday, March 14,  
2019, to the Board of Supervi-  
sors at P.O. Box N, Independ-  
ence, CA 93526 or dellis@in-  
yocounty.us. For more informa-  
tion about the Advisory Coun-  
cil, contact the ESAAA Admin-  
istration at (760) 873-3305.(IR  
02.14.2019 #19063)

## County of Inyo

The Inyo Register has been adjudged a  
newspaper of general circulation by the  
Superior Court of the County of Inyo,  
State of California, under date of  
Oct. 5, 1953, Case Number 5414;  
that the notice, of which the annexed  
is a printed copy (set in type not  
smaller than non-pareil), has been  
published in each regular and entire  
issue of said newspaper and not in  
any supplement thereof, on the  
following date, to with:

February 14<sup>th</sup>  
In the year of 2019

I certify (or declare) under penalty of perjury  
that the foregoing is true and correct.

Dated at Bishop, California, on this  
14<sup>th</sup> DAY OF February 2019



Signature

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

RECEIVED This space

2019 FEB 22 AM 10:35

NOTICE OF VACANCY  
Eastern Sierra Area Agency on Aging Advisory Council

ig Stamp

STATE OF CALIFORNIA,  
COUNTY OF INYO

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And not a party to or interested in the  
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step-grandparent of a child, or  
a relative of a child by blood,  
marriage, or adoption, who is  
55 years of age or older and  
who lives with the child, is the  
primary caregiver of the child,  
and has a legal relationship  
with the child such legal cus-  
tody, guardianship or raising  
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## County of Inyo

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issue of said newspaper and not in  
any supplement thereof, on the  
following date, to with:

February 14<sup>th</sup>  
In the year of 2019

I certify (or declare) under penalty of perjury  
that the foregoing is true and correct.

Dated at Bishop, California, on this  
14<sup>th</sup> DAY OF February 2019



Signature



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:
<b>AGENDA NUMBER</b>
14

- Consent       Departmental       Correspondence Action  
 Public Hearing       Schedule time for       Closed Session       Informational

**FROM:** Public Works

**FOR THE BOARD MEETING OF:** APR - 2 2019

**SUBJECT:** Authorize blanket purchase order to Bishop Glass

**DEPARTMENTAL RECOMMENDATIONS:**

- 1) Authorize and approve a blanket purchase order for the following vendor in the following amount:
  - a. Bishop Glass for \$30,000

**SUMMARY DISCUSSION:**

Public Works is a large department operating approximately thirty (30) budgets. As stated in the Inyo County Purchasing and Contracting Policy Procedure Manual Section E: III, Item C- Procurement of Materials, Goods, and Personal Property Section G- Blanket Purchase Orders 1) "All blanket purchase orders over \$2500 require Board of Supervisors approval. 2) "When the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." According to Section VII Special Instructions Item G- Consolidation of Departmental Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requests should be consolidated and submitted in accordance with these schedules."

In an effort to be compliant with this policy and proactive in our spending efforts, Public Works is requesting Board approval of the above blanket purchase order. We make every effort to keep our business local and distributed throughout the Owens Valley. We purchase from vendors in both the North and South County when we can. .

**ALTERNATIVES:**

Your Board could choose not to authorize the Department Purchasing Authority to increase or approve this requested blanket purchase order. This is not recommended, as this vendor is used to purchase a variety of materials to upgrade or add additional security and safety measures to our County building entrances and exits as well as replacements of general use windows and doors and other miscellaneous materials for projects and County buildings and locations.

**OTHER AGENCY INVOLVEMENT:**

Office of the County Counsel  
Auditor's Office.

**FINANCING:**

These invoices will be paid from multiple budgets, and object codes within our department budget authority. There is sufficient budget split between all Public Works divisions to make these payments.

APPROVALS	
COUNTY COUNSEL: <i>D. Chuchla</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <i>yes</i> Date <i>3/19/19</i>
AUDITOR/CONTROLLER <i>[Signature]</i>	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <i>yes</i> Date <i>3/20/2019</i>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <i>N/A</i> Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*[Signature]*

Date: *3/20/19*





**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use  
Only:  
**AGENDA NUMBER**  
15

- Consent       Departmental       Correspondence Action  
 Public Hearing       Schedule time for       Closed Session       Informational

**FROM:** Public Works/ Road Department

**FOR THE BOARD MEETING OF:** APR 2 2019

**SUBJECT:** Request authorization to purchase crack seal material and enter into 6-month rental agreement for a crack sealing kettle

**DEPARTMENTAL RECOMMENDATIONS:**

Request your Board approve the purchase of crack seal material and enter into 6-month rental agreement for a crack sealing kettle from Pavement Preservation Specialties, Inc. dba: Environmental Concepts of Tehachapi, CA in an amount not to exceed \$190,036.25.

**SUMMARY DISCUSSION:**

On April 24<sup>th</sup>, 2018, the Board approved a resolution identifying projects to be funded by Road Maintenance and Rehabilitation Account (RMRA) funds pursuant to SB1: The Road Repair and Accountability Act, for the 2018-2019 fiscal year. Project #1, Phase II, the application of rubberized crack fill to seal asphalt pavement was identified as eligible and approved to receive RMRA funding. The project details, as approved by Board on April 24<sup>th</sup>, 2018 are attached for reference.

The Road Department solicited bids for crack sealing material and a rental melting kettle for road maintenance and repair. Bids were opened on March 6, 2019, and only one bid was received:

1. Pavement Preservation Specialties, Inc. dba: Environmental Concepts      \$190,036.25

The Road Department has reviewed the bid and it has been found to be responsive. County Counsel has reviewed the rental agreement for the 6-month kettle rental.

For bidding purposes, the Road Department estimated that approximately 75 tons of crack seal material may be needed this fiscal year to be placed on various roads in the Bishop, Big Pine, Independence, Lone Pine, and Tecopa/ Shoshone areas. The Road Department has a material melting kettle in its fleet; however, due to the age of the kettle, its operation is unreliable. A rental will provide a greater degree of certainty that equipment malfunction will not delay or prevent the proposed crack sealing from occurring this fiscal year.

The Road Department is recommending your Board authorize the purchase of 75 tons of crack seal material and a rental crack sealing kettle from Environmental Concepts, to be delivered to the Bishop, Independence, and Shoshone Road Yards. The total expense, including delivery and taxes, is not to exceed \$190,036.25.

**ALTERNATIVES:**

The Board could choose not to approve this purchase. This is not recommended, as the materials are needed to perform necessary road maintenance projects. If the purchase is not approved, the Road Department would need to re-advertise the Bid Package which would delay maintenance work and could result in less favorable bids.

**OTHER AGENCY INVOLVEMENT:**

County Counsel for review of rental agreement and approval of purchase order agreement.  
Auditor's Office for payment of invoices.

**FINANCING:**

The funding for these asphalt materials to be used in routine maintenance will be paid from the Road Department Budget 034600, Object Code 5309 Road Material.

APPROVALS	
COUNTY COUNSEL: <i>Chuchla</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <small>(Must be reviewed and approved by County Counsel prior to submission to the board clerk.)</small> Approved: <i>yes</i> Date <i>3/19/19</i>
AUDITOR/CONTROLLER <i>[Signature]</i>	ACCOUNTING/FINANCE AND RELATED ITEMS <small>(Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)</small> Approved: <i>3/20/2019</i> Date <i>yes</i>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS <small>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</small> Approved: <i>N/A</i> Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*[Signature]*

Date: *3/20/19*

## Project # 1 , Phase II

### TR#

**Description;** Rubberized Crack Fill to seal asphalt pavement to prevent water intrusion to the subgrade, protecting the subgrade from erosion and causing pavement failure.

**Location/s;** Various locations throughout Inyo County, not every road in each route will warrant the application, but the areas identified are mostly residential and will have some treatment. Town and Routs are as follows;

- Bishop Area; Routes #1003, #1004, and #1005
- Big Bine Area; Routes #2001, #2002, and #2004
- Independence Area; Routes #3003 and #3004
- Lone Pine Area; Routes #4001, 4002, and 4003
- Tecopa/Shoshone Area; Routes #5003, 5005, and #5006

**Estimated useful life;** 2-5 years, Rubberized crack sealing has the benefit of moving with the asphalt as it expands and contracts with the seasons, extending its service life. Eventually the movement will exceed the adhesion of the product and will fail, requiring another treatment.

**Anticipated construction date;** Winter/Spring 2018, Depending on weather conditions, application can occur as long as the road surface is dry. The preferred application time is in the colder months, when the cracks can accept more material.

Costs for this project are estimated to be;

Material cost for the rubberized crack sealing is \$200,000

Labor Costs \$230,000

Equipment rental costs \$40,000

T/ \$ 470,000

Copy of Environmental Concepts BID

**THE PROVISION OF CRACK SEAL MATERIAL & KETTLE RENTAL**

**2018/2019**

**NOTICE TO BIDDERS**

**This Bid Package, which includes the following:**

**Notice Inviting Bids,  
Bid Proposal Forms,  
and  
County of Inyo Purchase Order Agreement**

**Must be submitted in its entirety. Do not remove any pages.**

**Be sure to fully complete all forms and sign.**

COUNTY OF INYO

**NOTICE INVITING BIDS**

**NOTICE IS HEREBY GIVEN THAT INYO COUNTY IS SOLICITING BIDS  
FOR:**

**“THE PROVISION OF CRACK SEAL MATERIAL & KETTLE RENTAL”**

**Sealed Bids** will be received at the Clerk of the Board of Supervisors’ Office, 224 N. Edwards Street, P.O. Drawer N, Independence, California 93526 until **3:30 p.m. Wednesday, March 6<sup>th</sup>, 2019** at which time they will be publicly opened and read.

Bids must be in a **sealed** envelope, addressed to the Clerk of the Board of Supervisors, 224 N. Edwards Street. P.O. Drawer N, Independence, California 93526. Indicate on the outside of the bid envelope **“CRACK SEAL MATERIAL BID”**

All bids must state the firms name and be signed by a responsible officer or employee.

The period for which the specified crack seal materials and equipment rental are to be provided pursuant to this Bid is from May 1, 2019, through and including October 30, 2019.

Inyo County reserves the right to reject any or all bids, or to waive any minor informality in any bid, if it is deemed to be in the best interest of the County of Inyo.

Technical questions related to project work or specifications should be directed to Trevor Taylor of the Public Works Department at [ttaylor@inyocounty.us](mailto:ttaylor@inyocounty.us).

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms and Purchase Order Agreement, may only be obtained from the Inyo County Public Works / Road Department, 168 N. Edwards Street, P.O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201, and may be inspected at the above Department office during regular business hours. Bid packages are also available at the County of Inyo website at [https://www.inyocounty.us/Bid\\_Packages.html](https://www.inyocounty.us/Bid_Packages.html)

**BID PROPOSAL FORM**

TO: COUNTY OF INYO  
Department of Public Works / Road Department  
168 N. Edwards St., P.O. Box Drawer Q  
Independence, CA 93526  
(Herein called "County")

FROM: PAVEMENT PRESERVATION SPECIALTIES, INC. aka ENVIRONMENTAL CONCEPTS  
27801 HALE CT.  
TEHACHAPI, CA 93561  
(Herein called "Bidder")

**FOR: CRACK SEAL MATERIAL/ KETTLE RENTAL**

In submitting this Bid, it is understood that:

1. **BID DEADLINE:**

Bids must be received no later than 3:30 p.m., Wednesday, March 6<sup>th</sup>, 2019, by the Clerk of the Board of Supervisors, 224 N Edwards St., P.O. Drawer N, Independence, California, 93526, at which time they will be publicly opened and read.

2. **INCLUSION OF ALL COSTS:**

This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Provision of Crack Seal Material, including Exhibit A, B, and C hereto.

3. **CONTRACT DOCUMENTS:**

The Notice Inviting Bids, this Bid Proposal Form, and the Purchase Order Agreement for the Provision of Crack Seal Material & Kettle Rental, and any documents incorporated herein, including Exhibits A and B, hereto, are referred to collectively as the Contract Documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, and approval by the Inyo County Board of Supervisors. The contract documents are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein.

specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

## 2. EQUIPMENT RENTAL

The bid must include the rental of one (1) operational Rubber Crack Seal melting kettle trailer *compatible* with the Bidder's chosen Crack Seal product for the entire term of the agreement from May 1<sup>st</sup>, 2019 to October 30, 2019.

Rubber Crack Seal melting kettle rental specifications are as follows:

- Minimum tank capacity of 125 gallons
- Minimum melt rate of 1,000 lbs. per hour
- Diesel powered engine
- Onboard air compressor for crack cleaning with a 100cfm @ 125psi capacity
- Electric heated hose with temperature controls
- Service Agreement for maintenance and repair of the kettle
  - o **Submit a copy of the rental agreement terms and conditions** with your bid for review.
  - o Service agreement must include a statement ensuring that the OWNER shall replace equipment with identical or similar compatible equipment if the equipment fails to operate in accordance with manufacturer's specifications and operation instructions, and that such replacement shall be made as soon as practicable.
- Includes delivery and pickup at 750 South Clay Street, Independence, CA 93526

## 3. DELIVERY

The Contractor shall provide delivery to the indicated delivery locations provided by Inyo County Road Department.



**ORDER NO:**

**Customer Info:**  
 COUNTY OF INYO  
 DEPT. OF PUBLIC WORKS/ ROADS DEPT.  
 168 N. EDWARDS STREET  
 INDEPENDENCE, CA 93526

**Order Date:** MAY 1, 2019  
**Written By:** Maria T. Atchue  
**Verified on:**  
**Verified By:**  
**Start Date & Time:**  
**End Date & Time:**  
**Delivery Method:**

(herein called "Lessee")

UNIT #	NAME	SERIAL #	NOTES	QTY	TOTAL
F1	SS125DC	1C9SV1225G1418017	ON MONTHLY	1	\$5,000.00

<b>Order Subtotal</b>	<b>\$5,000.00</b>
<b>Discount</b>	
<b>Taxable Amount</b>	<b>\$5,000.00</b>
<b>Sales Tax (Inyo 7.75%)</b>	<b>\$387.50</b>
<b>Delivery Charges (\$550 each way; billed when occurs)</b>	<b>\$1,100.00</b>
<b>Total</b>	<b>\$6,487.50</b>
<b>Amount Paid</b>	
<b>Balance Due</b>	

**Additional Notes – Machine has a 50CFM compressor on board**  
**Meter Reading Out:**  
**Meter Reading In:**

**RENTAL AGREEMENT**

A. It is understood that the Equipment will be operated for not more than **10 hours in anyone day; 50 hours in any one week; and 200 hours in any one month.** Lessee agrees that he will pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours of operation. If Lessee fails to return the Equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.



**Pavement Preservation Specialties, Inc. dba: Environmental Concepts**  
**27801 Hale Court, Tehachapi, CA 93561**  
**Ph: 661.822.0472 Fax: 661.822.3218 Email: envconcepts@bak.rr.com**

**B.** Lessee shall indemnify Environmental Concepts against all loss or damage to the Equipment. The amount of any such loss or damage shall be based on the value shown on the contract or invoice. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments.

**C.** Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operating and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at his expense, any/all repairs. **Lessee agrees to use appropriate towing vehicles at all times when moving equipment.** Lessor will provide Lessee with tow vehicle requirements prior to rental. Only Lessee and its assigns trained and familiar with the proper and safe operation of the equipment shall operate it. The equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear accepted. If, upon its return to Lessor, the Equipment is not in such good condition due to Lessee neglect or error, Lessor may repair it and Lessee will pay the cost of any such repairs of Lessor's regular shop rates. Lessee shall also be responsible for payment of any lost rental while unit is out of service.

**D.** In the event of breakdown, Lessee shall immediately discontinue use of equipment and contact Environmental Concepts. Lessee agrees that in the event of equipment breakdown and/or maintenance, the Lessor, Environmental Concepts, shall replace equipment with identical or similar compatible equipment as soon as is possible. The Lessor will take into consideration any adjustments to the lessee for downtime of machine. Any costs of project delays including but not limited to labor, transportation, penalties and back charges will be the sole responsibility of the lessee and Environmental Concepts will be held harmless for any charges other than the adjusted rental time period.

**E.** Lessee assumes all risk and liability for and shall hold Environmental Concepts and its assigns harmless from all damages for injuries or death to persons and property arising out to the use, possession or transportation of the Equipment. Lessee, at his own expense, will carry public liability insurance with minimum liability limits in the amount of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and in the minimum amount of \$1,000,000 per occurrence for property damage. Neither Lessor, its assignees, the wholesale distributor, nor the Manufacturer shall be liable for any incidental or consequential damages which may result from any failure or use of the Equipment. **Environmental Concepts must be named as additional insured on a Certificate of Insurance and a copy of the Certificate must be on file prior to rental of equipment.**

**F.** Lessee agrees to use appropriate tow vehicles at all times when moving equipment. All tow vehicles must be equipped with a 3" Pintle Hitch, 6 Pin Wiring Connector and a Vehicle Brake Controller. Additionally, the Vehicle must meet the minimum towing capacity appropriate for the rented equipment as listed below.

Lessee Initials \_\_\_\_\_

MODEL OF EQUIPMENT	MINIMUM TOWING CAPACITY
SS125	5200#
EZ200, EZ200DC, EZ200 CONVEYOR	7000#
SS250, SS250 DC, SS250 CONVEYOR	9990#
EZ400, EZ1000, EZ 1000DC, EZ1000 CONVEYOR	9990#
PATCHER I	7000#
PATCHER II	9000#
CRACK VAC #270	9990#

**1. Additional of Accessories:** Lessee will not, without the written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment: All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such accessory or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.

**Pavement Preservation Specialties, Inc. dba: Environmental Concepts**

**27801 Hale Court, Tehachapi, CA 93561**

**Ph: 661.822.0472 Fax: 661.822.3218 Email: envconcepts@bak.rr.com**

**2. Compliance with Regulations:** Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the Equipment.

**3. Inspection:** Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Lessor may remove without notice to Lessee if, in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly cared for or abused.

**4. Assignment:** Lessee agrees that Lessor may assign this Rental Agreement and all right, title and interest of Lessor in and to the Equipment, and all rents due or to become due to Lessor hereunder (of which assignment Lessee hereby waives notice) and Lessee agrees to recognize such Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement; sublease the Equipment, or allow its use by persons not in his employ.

**5. Default:** If Lessee shall fail to make any rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operation, shall institute or have instituted against him proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of or shall fail to comply with any other provisions of the Rental Agreement, or if any attachment, execution, writ or process is levied on any of Lessee's property, or if for any reason Lessor deems itself insecure or the Equipment unsafe, Lessee agrees to return the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the equipment is located and take possession thereof without notice to and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor. In the event of any such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the equipment, expenses, costs of removal of the Equipment from the Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business.

**6. Construction:** This is an agreement for rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment leased hereunder, except as a Lessee.

**7. Guaranteed Rental:** Return of Equipment: Provided the guaranteed rental shown on the contract or invoice is or has been paid, Lessee may return the equipment and terminate this Rental Agreement on three days notice to Lessor.

**8. General:** Time is of the essence of this Rental Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and the parties hereto. Lessee acknowledges receipt of a signed copy hereof.

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

Lessee Print Name & Title: \_\_\_\_\_

Environmental Concepts \_\_\_\_\_ Date: \_\_\_\_\_

Pavement Preservation Specialties, Inc. dba: Environmental Concepts  
 27801 Hale Court, Tehachapi, CA 93561  
 Ph: 661.822.0472 Fax: 661.822.3218 Email: envconcepts@bak.rr.com

**RENTAL EQUIPMENT CHECKLIST**

Unit #: \_\_\_\_\_ Serial #: \_\_\_\_\_  
 Customer: \_\_\_\_\_ Date Out: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Hour Meter Our: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Date In: \_\_\_\_\_  
 Alternate Phone: \_\_\_\_\_ Hour Meter In: \_\_\_\_\_

**Check Appropriate Boxes – cross out sections which do not apply to this rental.**

Out	In	Inspection Description	Out	In	Inspection Description
		<b>A. ENGINE</b>			<b>E. MISCELLANEOUS</b>
		1. Start System			1. Owners/Safety Manual
		2. Engine Oil			2. Certificate of insurance
		3. Fuel Lines, tank level			3. Training provided or Experienced Renter
		4. Battery, cables			<b>F. STANDARD EQUIPMENT</b>
		<b>B. HYDRAULICS</b>			1. Fire extinguisher
		1. Hydraulic lines/tank/filter			2. Strobe light
		2. Valves/flow controller			3. Sealing tips
		<b>C. MELTER/VACUUM</b>			<b>G. ROUTER</b>
		1. Tank interior/paddles/material			1. Cutters/pins/washers
		2. Tank exterior (dents, paint, sealant)			2. Cutter Head
		3. Hose boom			3. Actuator and switch
		4. Hose/wand/tip			4. Tools
		5. Gauges/knobs/valves			5. Battery/cables
		6. Heat transfer oil			6. Fuel Level
		7. Vacuum filter			7. Engine oil/filter
		<b>D. TRAILER</b>			8. Clutch functions
		1. Wheels/tires			9. Bells
		2. Lights/wiring			<b>H. LOANER EQUIPMENT**</b>
		3. Hitch/Jack/Chains			
		4. License plate			

**\*\*LOANER EQUIPMENT:** Customer agrees to use and care for the equipment in a careful and prudent manner. Customer will pay any and all costs associated with repair or replacement if the equipment is not returned with the unit and in good and usable condition. Normal and reasonable wear accepted. \_\_\_\_\_ INITIAL

FUEL LEVEL – fuel charges may apply if the unit is not returned with same level as when received \_\_\_\_\_ INITIAL

OUT: \_\_\_\_\_ FULL \_\_\_\_\_ ¼ \_\_\_\_\_ ½ \_\_\_\_\_ EMPTY      IN: \_\_\_\_\_ FULL \_\_\_\_\_ ¼ \_\_\_\_\_ ½ \_\_\_\_\_ EMPTY

CONDITION: Unit must be returned in the clean condition as rented or a minimum cleaning charge of \$500.00 will be assessed. Cleaning charges may be higher based on machine condition. \_\_\_\_\_ INITIAL.

DELIVERY CHARGES: Delivery charges may apply at a rate of \_\_\_\_\_ per \_\_\_\_\_ or a set rate in the amount of \_\_\_\_\_.  
 \_\_\_\_\_ INITIAL

COMMENTS OUT: \_\_\_\_\_

COMMENTS IN: \_\_\_\_\_

OUT

IN

Customer (Print/Sign) \_\_\_\_\_ Date \_\_\_\_\_ Customer (Print/Sign) \_\_\_\_\_ Date \_\_\_\_\_

Env. Concepts (Print/Sign) \_\_\_\_\_ Date \_\_\_\_\_ Env. Concepts (Print/Sign) \_\_\_\_\_ Date \_\_\_\_\_  
 Q Consignee's      or it's Consignee's

4. ACCEPTANCE:

The County reserves the right to reject any and all Bids. However, this Bid shall remain open and shall not be withdrawn for a period of at least sixty (60) days after the date set for its opening and shall remain open and valid thereafter until it is withdrawn by Bidder. The Bidder will execute and deliver the Purchase Order Agreement for the Provision of Crack Seal Material & Kettle Rental, any certificates or other required proof of insurance, and any other required documents, to the County no later than fifteen (15) days after receipt of notification to Bidder of the award of that Contract.

Failure to bid all items on the Schedule of Fees, Attachment B, will render the Bid insufficient and subject the same to being rejected.

No Bid will be accepted wherein the price quoted is specified as a posted price with an escalator "UP" clause, whether or not such escalator clause has a "TOP" or maximum limit to which the price may advance.

The Contractor will be allowed no claim for anticipated profits, loss of profits, or for any damages of any sort because of any differences between the estimated amounts set forth in this bid package and actual amount of material ordered and delivered during the course of the contract.

5. BID PRICE AND TOTAL

The specific bid price for the materials and services to be rendered pursuant to the Agreement for which this bid is made are set forth in Attachment B hereto, entitled "Schedule of Fees"; for purpose of making this Bid the amount of this Bid is the "Bid Total" amount set forth in Attachment B, which follows:

BID TOTAL IN NUMBERS:

\$ 190,036.25

BID TOTAL IN WORDS:

\$ ONE HUNDRED NINETY THOUSAND THIRTY SIX DOLLARS  
AND 25/100

6. ADDENDA:

The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid: (Fill in Addendum numbers and dates Addenda have been received. If none have been received enter "NONE".)

NONE

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS BID MAY BE REJECTED.

7. BIDDER'S BUSINESS INFORMATION:

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, state legal name of corporation, and also the names of the president, secretary, treasurer and chief executive officer/manager thereof. If Bidder is a partnership, joint venture, or other business entity, state the true name of the firm, and also the names of all partners, joint ventures, or other entities or parties having authority to act on behalf of the entity, such as officers, owners or directors. If Bidder or other interested person is an individual, state your first, middle and last names in full.

Bidder provides the following information concerning Bidder's business:

7.1 Bidder's Name: PAVEMENT PRESERVATION SPECIALTIES, INC. ENVIRONMENTAL CONCEPTS  
7.2 Address: 27801 HALE CT.  
TEHACHAPI, CA Zip 93561

(The above address will be used to send notice of acceptance or request for additional information.)

7.3 Telephone 661 822 0472  
7.4 Federal I.D. No. 81-4874401  
7.5 Type of Business (check one):

Individual ( ), Partnership ( ), Joint Venture ( ), Corporation () Other Specify:

7.6 Owners, Officers, Partners, or other Authorized Representatives:

THE UNDERSIGNED HEREBY DECLARES UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

Nancy Davis      PRESIDENT  
(Signature of Authorized Person)      (Title)  
Nancy Davis      2/28/2019  
(Printed Name)      (Date)

8. EXECUTION AND AGREEMENT

8.1 The undersigned Bidder hereby declares and agrees that:

(a) PANEMENT PRESERVATION SPECIALTIES, INC <sup>dba: ENVIRONMENTAL CONCEPTS</sup>  
(Name of Bidder or Bidder's Representative) has carefully examined the Specifications, Purchase Order Agreement, and other portions of this Bid package and submits this Bid in accordance therewith.

(b) That if this Bid is accepted, the Bidder will enter into a written Purchase Order Agreement with the County of Inyo, State of California.

(c) That if Bidder receives Notice of Award, Bidder will accept in full, as payment for the material and services to be furnished pursuant to said Agreement, the amounts shown on Attachment B, Schedule of Fees, of this Bid Package. It is understood and agreed that the quantities set forth are but estimates and the unit price will apply to the actual quantities ordered, whatever they may be.

(d) It is understood that no later than fifteen (15) days after receipt of notice of award, the Bidder shall return the signed Purchase Order to the County.

PANEMENT PRESERVATION SPECIALTIES, INC <sup>dba: ENVIRONMENTAL CONCEPTS</sup>  
(Company Name)  
Nancy Davis  
(By)  
Nancy Davis  
(Print Name)  
PRESIDENT  
(Print Title)



County of Inyo Road Department  
Provision of Crack Seal Materials  
Bid Proposal Forms

This bid was received on 2/19 @ 3:22 p.m.  
ATTEST: Clint Quilter, Administrative Officer  
and Clerk of the Board Inyo County, California  
By [Signature] Assistant

PO # \_\_\_\_\_

Date \_\_\_\_\_

## PURCHASE ORDER AGREEMENT

This Purchase Order Agreement ("PO") is made by and between the County of Inyo ("County") and the party to which this PO is addressed ("Contractor"), as a part of the Purchase Order numbered above or on the reverse and incorporated herein by reference, effective as of the date of the Purchase Order.

1. Contractor shall provide all services and/or materials for the compensation and within the time period as specified in the PO.
2. County shall make payment to Contractor in accordance with the terms set forth in the PO within sixty (60) days after receipt of an itemized written statement or invoice from Contractor.
3. Contractor shall comply with applicable law in the provision of services and/or materials pursuant to this P.O. Contractor shall obtain and maintain all such licenses, permits, or other authorizations to provide such services and/or materials, as are required by law or by express provision of this PO, during Contractor's provision of such services and/or materials.
4. Contractor waives any right to, and shall deliver possession and title to County, of all publications, computer programs, inventions, or other property which result from the performance of services by Contractor pursuant to this PO unless otherwise expressly agreed in writing by County.
5. Contractor shall, and shall require its agents, officers and employees to maintain the confidentiality of, any and all proprietary, privileged, or otherwise confidential information in County's possession and obtained by them as the result of performance of this PO, and refrain from disclosing or using the information except as necessary to provide services and/or materials pursuant to this PO.
6. Contractor shall maintain workers' compensation insurance to the extent required by law, and shall maintain at least the minimum types and amounts of other insurance coverage usual and customary for persons or firms engaged in the provision of the same or similar type of services and/or materials.
7. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, employees and volunteers from and against any and all claims, liability, and other costs, including litigation costs and attorney's fees, arising out of or resulting from acts or omissions in the provision of services and/or materials hereunder by Contractor or Contractor's agents, officers, employees, or volunteers, or any person for whose acts or omissions any of them may be liable. County agrees to defend, indemnify, and hold harmless Contractor and Contractor's agents, officers, and employees from and against any and all claims, liability, and other costs, and expenses, including litigation costs and reasonable attorney's fees arising out of or resulting from the active negligence or wrongful acts of County or County's agents, officers, employees, or volunteers in carrying out this PO.
8. Contractor shall prepare and maintain records required by law or this PO regarding the provision of services and/or materials pursuant to this PO, and make such records available for inspection by County and other authorized entities and persons for reasonably requested audit or evaluation purposes.
9. Contractor shall refrain from, and require its agents, officers, and employees to refrain from, unlawfully discriminating in violation of applicable law against any person in the course of providing services and/or materials pursuant to this PO, because of the person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex or as otherwise prohibited by law.
10. Contractor shall provide to County all warranties for all materials provided pursuant to this PO which are implied or expressly provided by law or which the manufacturer customarily provides to purchasers or users.
11. This PO may be terminated by either party upon at least ten (10) days prior written notice. Contractor shall be entitled to payment for services and/or materials provided prior to receipt of notice of termination in accordance with terms and conditions of this PO.
12. This PO may be amended only by mutual written consent of the parties, is intended as the entire agreement between the parties, superseding all previous agreements between them. If any portion is determined to be invalid, the remaining portions shall continue in full force and effect.
13. This PO is governed by California law. Venue for any legal proceeding arising out of or related to it shall be in Inyo County, California. If either party initiates legal proceedings against the other party with respect to this PO, the nonprevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees).
14. The parties are independent contractors, and the employees, officers, and agents of one party shall not be deemed to be employees of the other party for any purpose.
15. Contractor's signature to this PO and/or Contractor's provision of services and/or materials pursuant to it shall constitute Contractor's agreement to its terms and conditions. County's issuance of this PO constitutes County's agreement to its terms and conditions.
16. Notwithstanding the above, this Purchase Agreement is subject to and incorporates herein the terms of the bid specifications concerning the purchased items.

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND \_\_\_\_\_  
FOR THE PROVISION OF CRACK SEAL MATERIAL & KETTLE RENTAL SERVICES**

**TERM:**

**FROM:** May 1, 2019 **TO:** October 30, 2019

**SCOPE OF WORK:**

Contractor shall furnish to the County of Inyo, the materials, equipment, labor and related services set forth in Attachment B, Schedule of Fees, in accordance with the terms and conditions of this Agreement.

**1. MATERIAL**

The requirements and specifications for Crack Seal Material shall meet the following requirements of ASTM D6690, Type 1, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements, (formerly ASTM D1190, AASHTO M173 and Federal Specification SS-S-164).

Specification as follows:

Test	ASTM D6690, Type I Spec. Limits
Cone Penetration	90 max.
Softening Point	176F (80C) min.
Asphalt Compatibility	Pass
Recommended Pour Temperature	380F (173C)
Maximum Heating Temperature	400F (204C)

Additional location specific requirements:

\*The crack fill material is to be used in locations throughout Inyo County and will be subject to pavement temperature extremes ranging from as low as -7F (-22C) in the mountains to as high as 190F (88C) in the Death Valley area; therefore the selected crack seal material's manufacturer's specification is required to show that its application is appropriate for a comparable range of temperatures.

On delivery, the Contractor shall be required to furnish a certified analysis test report, in duplicate, showing that the material conforms to all specification requirements. If the material, when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the




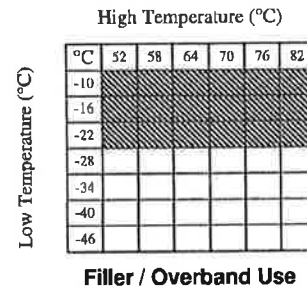
6165 W Detroit St. • Chandler AZ 85226  
 +1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513  
 www.crafco.com

**READ BEFORE USING THIS PRODUCT**

**GENERAL** RoadSaver Low Tack sealant is a single component, hot-applied petroleum based product which is used to fill cracks in both asphalt and Portland cement concrete pavements in moderate to hot climates. RoadSaver Low Tack is supplied in solid form which when melted and properly applied forms a high stiffness, adhesive and flexible compound that resists cracking at winter temperatures and is highly resistant to flow or pick-up at extreme summer temperatures. RoadSaver Low Tack can be used in highway, street, airfield and parking lot pavements. It can be applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature it is a free flowing, self-leveling product. RoadSaver Low Tack is specifically formulated to be a stiff, flow resistant, yet flexible product which is suited for use in areas subject to slow moving vehicle traffic where high resistance to pick-up or tracking is required. VOC = 0 g/l.

**USAGE GUIDELINES** Roadsaver Low Tack is applicable for Filler/Overband Use in moderate to hot climates with high and low pavement temperatures identified in the chart. Pavement temperatures for the project location are determined using FHWA LTPPBind V 3.1, and sealant or filler use is determined following Crafco Product Selection procedures.

 Applicable Pavement Temperatures



**SPECIFICATION CONFORMANCE** RoadSaver Low Tack meets the following requirements of ASTM D6690 (AASHTO M324), Type I, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements", (formerly ASTM D1190, AASHTO M173 and Federal Specification SS-S-164). Specifications as follows:

<b>Test</b>	<b>ASTM D6690, Type I Spec. Limits</b>
Cone Penetration	90 max.
Softening Point	176F (80C) min.
Asphalt Compatibility	Pass
Recommended Pour Temperature	380 °F (193 °C)
Maximum Heating Temperature	400 °F (204 °C)
Additional specifications when heated to the maximum heating temperature in accordance with ASTM D5167:	
Resilience, (ASTM D5329)	30% min.
Softening Point (ASTM D36)	200 °F (93 °C) min.
Ductility, 77 °F (25 °C) (ASTM D113)	50 cm min.
Flexibility, 1/8" (3.2 mm) specimen, 180° bend, 5 sec., 1/2" (12.7 mm) mandrel. (ASTM D3111 modified)	Pass at 0°F (-18°C)

**INSTALLATION** The unit weight of RoadSaver Low Tack is 10.8 lb. per gallon (1.29 kg/L) at 60F (15.5C). Prior to use, the user must read and follow Installation Instructions for Hot Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of sealant.

**PACKAGING** Product is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 30 lb. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

**WARRANTY** CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. For optimum performance, follow Crafco recommendations for product installation.

SEE ATTACHMENT  
B-1  
WORKSHEET

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO  
AND \_\_\_\_\_  
FOR THE PROVISION OF CRACK SEAL MATERIAL & KETTLE RENTAL SERVICES

TERM:

FROM: May 1, 2019 TO: October 30, 2019

SCHEDULE OF FEES:

6 MONTHS

BID TOTAL COMPUTATION

Description	Quantity	Delivered to	Unit Cost (including freight charges & tax)	Subtotal
Crack Seal Material	60,000 lbs.	Bishop	1.047/#	62,824.50
Crack Seal Material	60,000 lbs.	Independence	1.047/#	62,824.50
Crack Seal Material	30,000 lbs.	Shoshone	1.032/#	30,962.25
Equipment Rental <sup>1</sup>	1 LS	Independence	\$5570.833/MN	33,425.00
<b>Bid Total</b>				<b>190,036.25</b>

Delivery Location Details:

Bishop – Inyo County Road Yard, 3236 West Line Street, Bishop, CA 93514

Independence – Inyo County Road Shop, 750 South Clay Street, Independence, CA 93526

Shoshone – Inyo County Road Yard, 303 South Highway 127, Shoshone, CA 92384

\* The “Bid Total” is the amount to be placed in Section 5 of the Bid Proposal Form and constitutes the amount bid by the Bidder. The “Bid Total” includes all costs associated with providing the specified crack seal material including shipping and taxes in addition to all costs associated with providing the specified equipment rental for the entire term of the agreement. The sole purpose of the “Bid Total” is to serve as a measure pursuant to which the County evaluates Contractor’s bid in relation to other bids received. The “Bid Total” is not intended, and shall not be construed, as the minimum or maximum amount payable by the County.

<sup>1</sup> Include Rental agreement terms and conditions

**ATTACHMENT B-1 WORKSHEET**  
**SCHEDULE OF FEES / CRACKSEAL MATERIAL**  
**BID TOTAL COMPUTATION**

<b>BISHOP:</b>	60,000#	@ \$0.93/#	= \$55,800.00
	FREIGHT	@ \$2,700.00	= \$ 2,700.00
	SALES TAX*	@ 7.75%	= \$ <u>4,234.50</u>
	TOTAL FOR BISHOP, CA		\$62,824.50 OR \$ 1.047/#

<b>INDEPENENCE:</b>	60,000#	@ \$0.93/#	= \$55,800.00
	FREIGHT	@ \$2,700.00	= \$ 2,700.00
	SALES TAX*	@ 7.75%	= \$ <u>4,234.50</u>
	TOTAL FOR INDEPENENCE, CA		\$62,824.50 OR \$ 1.047/#

<b>SHOSHONE:</b>	30,000#	@ \$0.93/#	= \$27,900.00
	FREIGHT	@ \$900.00	= \$ 900.00
	SALES TAX*	@ 7.75%	= \$ <u>2,162.25</u>
	TOTAL FOR SHOSHONE, CA		\$30,962.25 OR \$ 1.032/#

<b>RENTAL:</b>	6 MONTHS	@ \$5,000.00/MTH	= \$30,000.00
	2 FREIGHTS	@ \$550.00/EA.	= \$ 1,100.00
	SALES TAX*	@ 7.75%	= \$ <u>2,325.00</u>
	TOTAL FOR RENTAL		\$33,425 OR \$5,570.83 PER MONTH

\*SALES TAX IS ON MATERIAL AND RENTAL ONLY. ALL FREIGHT IS NON-TAXABLE.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND \_\_\_\_\_  
FOR THE PROVISION OF CRACK SEAL MATERIAL & KETTLE RENTAL SERVICES**

**TERM:**

**FROM: May 1, 2019 TO: October 30, 2019**

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 4**

### **Insurance Requirements for Vendors**

Vendor 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 products and materials supplied to the Entity. The cost of such insurance shall be borne by the Vendor.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

#### ***Minimum Limits of Insurance***

Vendor shall maintain limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and an aggregate limit of \$2,000,000.

If the Vendor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Vendor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### ***Other Insurance Provisions***

The policy or policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects products of the Vendor.
2. The Vendor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers, shall be excess of the Vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the Entity.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### ***Verification of Coverage***

Vendor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning

shall not waive the Vendor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Waiver of Subrogation***

Vendor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor may acquire against the Entity by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use  
Only:  
**AGENDA NUMBER**  
16

- Consent     Departmental     Correspondence Action  
 Public Hearing     Schedule time for     Closed Session     Informational

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: April 2, 2019

SUBJECT: Purchase of One (1) John Deere R15 Flex Wing Rotary Cutter

**DEPARTMENTAL RECOMMENDATIONS:**

Approve the Purchase of One (1) John Deere R15 Flex Wing Rotary Cutter from Valley Truck and Tractor Inc., 10490 E. Stockton Blvd Ste400, Elk Grove, CA. 95624 for \$22,020.89.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

At the November 13, 2018 Board of Supervisors meeting, Item number 19 on Consent, was the request for purchase of a John Deere R20 Flex Wing Rotary Cutter (\$33,913.15). This item was approved for purchase, however due to some concerns in the bidding process, and a request to change some specifications; the Road Department did not purchase the previously requested R20 Flex Wing Rotary Cutter, and re-bid for this R15 Flex Wing Rotary Cutter. The reduction in purchase price can mostly be attributed to the requested changes in the specifications, the R15 mower deck is 25% narrower than the R20.

The re-bid results are as follows; with Valley Truck and Tractor Inc. the low bid;

- #1 – Valley Truck and Tractor Inc.    \$22,020.89
- #2 – RDO Equipment Co.                \$23,109.13
- #3 – Kern Machinery                    \$23,982.22
- #4 – Renner Equipment Co.            \$25,551.88

The Road Department has two tow behind mowers to maintain the shoulders and easements along the County right of ways. Both of the mower units are pulled by John Deere tractors and are shared by the Road Districts throughout the valley. While the eventual goal is to update the mowing fleet, and have a mower in each Road District, the immediate need is to continue operations until that can be accomplished.

The Road Department is requesting to purchase a replacement tow behind rotary cutter, replacing unit # 8217 that was purchased in 2001. The current mower #8217 is at the end of its service life and is becoming unreliable; it will be patched up and available as a back-up unit.

**ALTERNATIVES:**

Not to approve the purchase of this replacement mower, this is not recommended as the current mower is spending an excessive amount of time in the shops being repaired instead of operating. The stresses incurred during mowing operations have fatigued the steel deck plating and gearboxes.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funds are budgeted in Road (034600) Equipment (5650) in the FY 2018/2019 budget.

**APPROVALS**

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

*Diane Chuchla*

Approved: yes

Date 3/22/19

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

*[Signature]*

Approved: yes

Date 3/25/2019

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*[Signature]*

Date: 3/26/2019



**COUNTY OF INYO BID TABULATION**

**Project Title & Bid No.** 2018-06 Road Dept. Mower

**Bid Opening Date:** 2-6-19 **Location:** County Admin Center

	BIDDER NAME	Base Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	B o n d
1	Valley Truck + Tractor Co.	\$22,020.89					
2	Renner Equipment Co.	\$25,551.88					
3	RDO Equipment Co.	\$23,109.13					
4	Kern Machinery	\$23,982.22	(stipulation noted w/bid)				
5							
6							
7							
8							
9							
10							

Opened By: Darcy Ellis

Present: Emma Bills

\_\_\_\_\_  
\_\_\_\_\_



Quote Id: 18907566

---

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

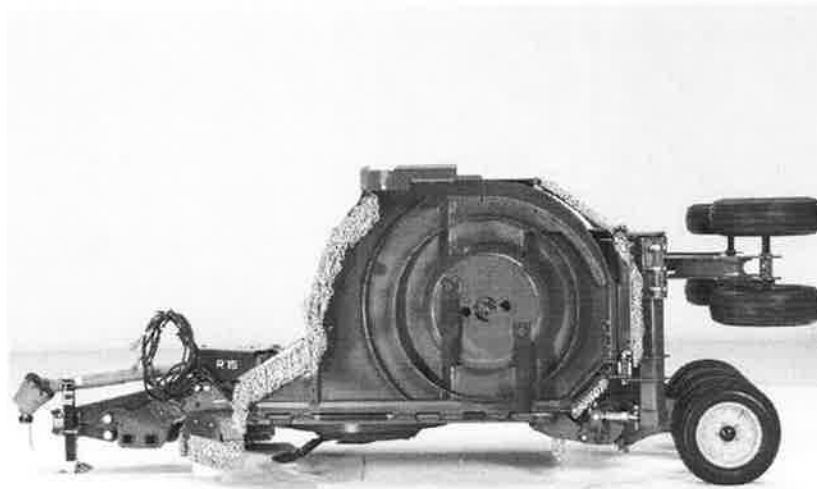
**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Valley Truck and Tractor Inc  
10490 E Stockton Blvd Ste400  
Elk Grove, CA 95624  
916-714-2600  
general@vttco.net

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Prepared For:

**Inyo County Road Department**



**Proposal For:**

**Delivering Dealer:**

Justin Olson

Valley Truck and Tractor Inc  
10490 E Stockton Blvd Ste400  
Elk Grove, CA 95624

general@vttco.net

**Quote Prepared By:**

Justin Olson  
jolson@vttco.net

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Valley Truck and Tractor Inc  
 10490 E Stockton Blvd Ste400  
 Elk Grove, CA 95624  
 916-714-2600  
 general@vttco.net

### Quote Summary

**Prepared For:**

Inyo County Road Department  
 750 South Clay Street  
 Independence, CA 93526  
 Business: 760-878-0281

**Delivering Dealer:**

**Valley Truck and Tractor Inc**  
 Justin Olson  
 10490 E Stockton Blvd Ste400  
 Elk Grove, CA 95624  
 Phone: 916-714-2600  
 jolson@vttco.net

NJPA/Sourcwell member id 4507  
 Priced on Sourcwell Ag Tractors 021815-DAC (PG 1P CG 70)

**Quote ID:** 18907566  
**Created On:** 01 February 2019  
**Last Modified On:** 14 March 2019  
**Expiration Date:** 14 April 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE R15 Flex wing Rotary Cutter	\$ 26,887.50	\$ 20,437.02 X	1 =	\$ 20,437.02
<b>Contract:</b> Sourcwell Ag Tractors 021815-DAC (PG 1P CG 70)				
<b>Price Effective Date:</b> February 1, 2019				
<b>Equipment Total</b>				<b>\$ 20,437.02</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 20,437.02
Trade In	
SubTotal	<b>\$ 20,437.02</b>
Sales Tax - (7.75%)	\$ 1,583.87
Est. Service Agreement Tax	\$ 0.00
Total	<b>\$ 22,020.89</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 22,020.89</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



JOHN DEERE

# Selling Equipment



Quote Id: 18907566 Customer Name: INYO COUNTY ROAD DEPARTMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:  
Valley Truck and Tractor Inc  
10490 E Stockton Blvd Ste400  
Elk Grove, CA 95624  
916-714-2600  
general@vtco.net

## JOHN DEERE R15 Flex wing Rotary Cutter

Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70)

Suggested List \*

\$ 26,887.50

Price Effective Date: February 1, 2019

Selling Price \*

\$ 20,437.02

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2340P	R15 Flex wing Rotary Cutter	1	\$ 26,285.00	24.00	\$ 6,308.40	\$ 19,976.60	\$ 19,976.60
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2540	Basic Outward Rotation	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3025	6 Pneumatic Tires - (Double center, single on wings) - Severe duty ag tires	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3511	540 RPM Driveline - Cat 6	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3602	540 RPM - 125 hp Gearbox - Commercial duty	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5110	Clevis Hitch	1	\$ -259.00	24.00	\$ -62.16	\$ -196.84	\$ -196.84
5280	Rigid Casting Tongue	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
9130	Independent Control Valve - 3 Function with Hoses and ROPS Mounting Bracket(For Separate Wing and Lift Control)	1	\$ 851.00	24.00	\$ 204.24	\$ 646.76	\$ 646.76
<b>Standard Options Total</b>			<b>\$ 592.00</b>		<b>\$ 142.08</b>	<b>\$ 449.92</b>	<b>\$ 449.92</b>
<b>Suggested Price</b>						<b>\$ 20,426.52</b>	
<b>Fees</b>							
	CA Tire fee	1	10.50			10.50	10.50
<b>Equipment Fees Total</b>			<b>\$ 10.50</b>			<b>\$ 10.50</b>	<b>\$ 10.50</b>
<b>Total Selling Price</b>			<b>\$ 26,887.50</b>		<b>\$ 6,450.48</b>	<b>\$ 20,437.02</b>	<b>\$ 20,437.02</b>



**Quote Id:** 18907566

**Customer:** INYO COUNTY ROAD DEPARTMENT

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Valley Truck and Tractor Inc - ELK GROVE, CA  
10490 E Stockton Blvd Ste400  
ELK GROVE, CA 95624  
Phone: 916-714-2600  
E-Mail: [general@vtco.net](mailto:general@vtco.net)

## Privacy and Data Policy Overview

### VALLEY TRUCK AND TRACTOR COMPANY

Effective Date: June 15, 2014

*This is only a summary of our Privacy and Data Policy. For more information you can review a complete version of our Privacy and Data Policy located on our website at [www.valleytruckandtractor.com](http://www.valleytruckandtractor.com) or by requesting a copy at our Administrative and Training Center Located at 1003 Stabler Lane in Yuba City or by calling us at (530) 673-4615*

This Privacy and Data Policy Overview provides a description of the privacy and data use practices of Valley Truck and Tractor Company (“us”, “we” or “our”) in connection with our receipt, collection and use of data and information from you as our customer, visitor, or user, as applicable. The policy may be changed or updated from time to time. If there is any conflict between this Overview and our full Privacy and Data Policy, the terms of our full Privacy and Data Policy will control.

#### **Collection of Data:**

The types of information we collect and share depend on the products or services you purchase, license or access from us or third parties through which you have authorized us to receive information (such as through John Deere’s JD Link™ Telematics system or Trimble’s “Connected Farm” system). We generally receive, collect, use and share both Customer Data (including social security numbers, names, addresses, phone numbers, and other personal information) and Machine Data (information related to the performance, use, and location of equipment or computers with various information collection devices) as described in this Policy (collectively “Data”). **You agree to notify all personnel that use any tracked equipment that their use and location is remotely monitored.** If you need to update or change any information which you previously provided to us then you may contact us at [privacy@vttco.net](mailto:privacy@vttco.net).

#### **Protection of Data:**

We strive to protect your Data using commercially reasonable standards. We use a variety of commercially reasonable security technologies to help protect your Data from unauthorized access, use, or disclosure. However, the use of such standards and security technologies is not, and should not be considered to be, any type of guarantee or warranty by us that your Data will not be accessed by third parties.

#### **Sharing and Use of Data:**

We use your Data to provide products, services and information to you. Some of the services are designed to allow faster communications and responsiveness between you and us to ensure that we provide services to you as efficiently as possible. We may also review equipment diagnostic information remotely to diagnose and recommend equipment maintenance and repairs. We share your information with certain third parties in order to better serve you or upon your request or approval. These third parties may include equipment suppliers, financing institutions or other third party service providers who assist us in providing the products and services you request or their respective subsidiaries or affiliates. We also may share your information with our marketing, technical, accounting, legal or other professionals to assist us in our business operations. If you purchase products for personal, family, or household use through financing that is provided by us or facilitated by us, you may request that we not share your personal information derived from that transaction with unaffiliated third parties by returning the opt-out form at the bottom of our Privacy and Data Use Policy.

If you have any additional questions, please contact us at [privacy@vttco.net](mailto:privacy@vttco.net)



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

17

Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **April 2, 2019**

SUBJECT: Approval of the Drug Enforcement Administration (DEA) Domestic Cannabis Eradication/Suppression Grant

**DEPARTMENTAL RECOMMENDATION:**

Request the Board A) approve the 2019 Domestic Cannabis Eradication/Suppression Program Letter of Agreement in the amount of \$14,000; B) authorize Sheriff Hollowell to sign the agreement and all necessary documents; C) authorize Alisha McMurtrie, Treasurer/Tax Collector, to sign as the authorized agency representative to enable electronic fund transfer when available; D) contingent upon adoption of the FY19/20 budget.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The US Drug Enforcement is again offering local law enforcement agencies grants for cannabis eradication and suppression. Over the last couple of years, these funds have been instrumental in financing the eradication of the illegal marijuana grows found in our local mountains. This year's grant award is \$14,000. The grant award will be used for flight time, equipment, and overtime. The DEA grant will enhance the Inyo Narcotic Teams ability to detect, identify, and apprehend suspects involved in illicit cannabis cultivation. In a change from prior years, the DEA will now be reimbursing Inyo County Sheriff once expenses have been incurred as opposed to upfront funding.

**ALTERNATIVES:**



Deny the grant and use existing county funds for cannabis enforcement.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The DEA Grant award is \$14,000 of federal funds designed to augment local law enforcement efforts to eradicate/suppress domestic cannabis. The funds will be budgeted in the FY 19/20 Domestic Cannabis

Eradication/Suppression Budget Unit # 671507.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date <u>03/05/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>3/14/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



3/14/19

Date:





## **2019 DCE/SP Fiscal Year Funding**

The Drug Enforcement Administration (DEA) HQ, Investigative Support Section (OMS) has approved the 2019 funding in support of your Strategic Plan and Budget Proposal. Please review the attached DCE/SP approved FY2019 funding for your agency.

Additional funding remains available to your agency should it be required during the course of the FY (**October 1, 2018 – September 30, 2019**). Requests for additional funding should be submitted via written justification through your DEA Coordinator and your DCE/SP Regional Contractor.

### **Program Guidance**

**FY 2019, DCE/SP Reimbursement funding will be submitted electronically to the Regional Contractors. Reimbursement for expenditures will be reported on a monthly basis, negative reports are required.**

#### **Prior Approval for Purchases:**

Purchases under \$2,500 may be approved by your DEA Coordinator or Regional Contractor.

- Purchases \$2,500 and over will require DEA HQ OMS approval.
- Once approval is obtained, and documentation is in-hand, the purchase may be made.
- Original receipts **must** be maintained by your agency and are subject to program or agency audits.
  - Copies of receipts for purchases \$2,500 and over **must** be provided to the Regional Contractor along with the monthly report.

#### **Submission of Monthly Reimbursement Forms**

- Reimbursement documentation will be submitted monthly electronically, with a copy of the agency general ledger and if applicable, invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. The Regional Contractor will review the documentation and forward it to fiscal for processing.
- Once approved by fiscal funds will be electronically processed.
- Funding reimbursement will take place within 30-45 days of receipt of documentation.
- Updated program fillable forms will be forwarded under separate email, including a monthly accounting form.



**U.S. Department of Justice**  
**Drug Enforcement Administration**

[www.dea.gov](http://www.dea.gov)

Springfield, Virginia 22152

Agreement Number 2019-19

This Letter of Agreement (LOA) is entered into between the **INYO COUNTY SHERIFF'S OFFICE** hereinafter referred to as (**THE AGENCY**), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of California*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of California*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

As used in this Letter of Agreement, the terms "marijuana" and "illicit cannabis" only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the definition of marijuana in the Controlled Substances Act (21 U.S.C. 802(16)), as amended by the Agriculture Improvement Act of 2018, Pub. L. 115-334.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
  - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
  - b. Investigate and report instances involving the trafficking in controlled substances.
  - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of California*.
  - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
  - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.

- f. **MANDATORY requirement for *THE AGENCY* to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
- g. Submit electronically a DEA monthly expenditure report, with a copy of ***THE AGENCY*** general ledger. If applicable, attach an invoice reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with the rental or leasing of vehicles or aircraft.

2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of ***THE AGENCY's*** program with respect to those activities by such personnel shall be solely at ***THE AGENCY's*** discretion, subject to appropriate limitations contained in the budget adopted by ***THE AGENCY***, except that ***THE AGENCY*** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

3. DEA will pay to ***THE AGENCY*** Federal funds in the amount of **FOURTEEN THOUSAND (\$14,000.00)** for the period of October 1, 2018 to September 30, 2019, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. ***THE AGENCY*** understands and agrees that Federal funds provided to ***THE AGENCY*** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally, funding and expenditures are not permitted for the eradication of "ditch weed".

***THE AGENCY*** understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to ***THE AGENCY*** under this Agreement for activities on Federal land, ***THE AGENCY*** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of ***THE AGENCY's*** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. **[Agency Initials \_\_\_\_\_]**

All purchases of equipment, supplies and other resources must be requested in writing, **through** the respective DEA Division, **to the Investigative Support Section (OMS)**. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. **[Agency Initials \_\_\_\_\_]** Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase.** **[Agency Initials \_\_\_\_\_]** All requests for purchases must be received in HQ/OMS by July 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:
- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and

- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 2 C.F.R. §§ 200.313/200.314), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY's** personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. §§ 200.313/200.314, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities

related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and the September (FINAL) Accounting Form.

9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements With State and Local Governments), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non- Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse [erd.fac@census.gov](mailto:erd.fac@census.gov) with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY-19 (10/01/2018 through 09/30/2019)**).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax

or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.

11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for **six** years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.

16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Upon termination of the Agreement, **THE AGENCY** will prepare a September (FINAL) Accounting Form, a Financial Status Report SF-425, and a general ledger itemizing the breakdown of final expenditures and if applicable, attach invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. Report should be submitted electronically to the DEA Regional Contractor by October 31<sup>st</sup>.

18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

19. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, THE AGENCY** must then register with SAM via the internet SAM [www.sam.gov](http://www.sam.gov). Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

**Note: It is THE AGENCY's responsibility to update their SAM registration annually or whenever a change occurs.**



**THE AGENCY's** current DUNS No. is 364672659.

**THE AGENCY's** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety days from date of issuance. Agreement issued on February 21, 2019.

**INYO COUNTY SHERIFF'S OFFICE**

Printed Name & Signature: \_\_\_\_\_ (Blue Ink Only)

Title: Sheriff Date: \_\_\_\_\_

*Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

**DRUG ENFORCEMENT ADMINISTRATION**

Printed Name & Signature: \_\_\_\_\_ (Blue Ink Only)

Special Agent in Charge – San Francisco Field Division Date: \_\_\_\_\_

*SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.*

**DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION**

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2019/AFF-B-OP/OM/8210000/DEA-JLE/DCE: \_\_\_\_\_

UFMS Input Date: \_\_\_\_\_ DNC No. \_\_\_\_\_

DNO No. \_\_\_\_\_ DDP No. \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

*Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

<b>REQUEST FOR ADVANCE OR REIMBURSEMENT</b>	1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL
		b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED DRUG ENFORCEMENT ADMINISTRATION	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY DCE/SP 2019-19
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5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST	6. EMPLOYER IDENTIFICATION NUMBER 95-6005445	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER
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8. PERIOD COVERED BY THIS REQUEST  
From: 10/01/2018 To: 09/30/2019

9. RECIPIENT ORGANIZATION

Name: Inyo County Sheriff

Street1: P.O. Drawer S

Street2: 550 S. Clay St.

City: Independence

County: Inyo

State: California

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 93526

10. PAYEE (Where check is to be sent if different than item 9)

Name:

Street1:

Street2:

City:

County:

State:

Province:

Country: USA: UNITED STATES

ZIP / Postal Code:

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ ACTIVITIES	(a) ORIGINAL LETTER OF AGREEMENT	(b)	(c)	TOTAL
a. Total program (As of date) outlays to date	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
b. Less: Cumulative program income				0.00
c. Net program outlays (Line a minus line b)	0.00	0.00	0.00	0.00
d. Estimated net cash outlays for advance period				0.00
e. Total (Sum of lines c & d)	0.00	0.00	0.00	0.00
f. Non-Federal share of amount on line e				0.00
g. Federal share of amount on line e				0.00
h. Federal payments previously requested				0.00
i. Federal share now requested (Line g minus line h)	0.00	0.00	0.00	0.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			0.00
	2nd month			0.00
	3rd month			0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$ 0.00
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	0.00
c. Amount requested (Line a minus line b)	\$ 0.00

13. CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST SUBMITTED

TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Jeff Middle Name: R  
 Last Name: Hollowell Suffix:  
 Title: Sheriff

TELEPHONE (AREA CODE, NUMBER, EXTENSION)

(760)878-0386

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

## INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13	Complete the certification before submitting this request.
<p>Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.</p>			
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed, use		



U. S. Department of Justice  
Drug Enforcement Administration  
Investigative Support Section  
DEA Headquarters

www.dea.gov

October 1, 2018

All Domestic Cannabis  
Eradication/Suppression Program (DCE/SP)  
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account:	<u>Inyo County Treasury General</u>
Account Number:	<u>2740013710</u>
Name of Bank/Financial Institution:	<u>Union Bank</u>
Address of Bank/Financial Institution:	<u>445 S Figueroa St., 8th Flr, Los Angeles, CA. 90071</u>
Telephone Number of Bank/Financial Institution:	<u>(800)798-6466</u>
Contact Person of Bank/Financial Institution:	<u>Michael Brody</u>
Bank/Financial Institution ABA Number:	<u>122000496</u>
State-Local Agency Name / LOA Number:	<u>Inyo County Sheriff 2019-19</u>
E-mail Address for Agency's Financial/ Accounting Section for Transfer Notifications:	<u>lharnner@inyocounty.us</u>

Alisha McMurtrie, Treasurer/Tax Collector  
Authorized Agency Representative (Name & Title)

\_\_\_\_\_  
Signature of Authorized Agency Representative

\_\_\_\_\_  
Date

Investigative Support Section  
DEA Headquarters



U.S. Department of Justice  
Office of Justice Programs  
Office of the Comptroller

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## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

---

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

tion with a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

---

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check \_\_\_ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check \_\_\_ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

**1. Grantee Name and Address:**

Inyo County Sheriff  
P.O. Drawer S., 550 S Clay St., Independence, Ca. 93526

**2. Application Number and/or Project Name**

2019-19

**3. Grantee IRS/Vendor Number**

95-6005445

**4. Typed Name and Title of Authorized Representative**

Jeff R. Hollowell, Sheriff

**5. Signature**

**6. Date**

(BLUE INK ONLY)



## ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

Agency Name & LOA Number: Inyo County Sheriff 2019-19





**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

18

- Consent    
  Departmental    
  Correspondence Action    
  Public Hearing  
 Scheduled Time for    
  Closed Session    
  Informational

**FROM:** Supervisor Tillemans

**FOR THE BOARD MEETING OF:** April 2, 2019

**SUBJECT:** Consideration of waiver of fees for the Big Pine Community Clean-Up Event.

**DEPARTMENTAL RECOMMENDATION:** Request the Board consider approval of a Resolution that waives solid waste disposal and gate fees up to \$100 for trash and litter removed at the Big Pine Community Clean-Up event Saturday, April 13, 2019.

**SUMMARY DISCUSSION:** The Big Pine Civic Club in conjunction with other organizations has scheduled a Clean-Up of the town of Big Pine on Saturday, April 13, 2019, as a community service.

The organizers have requested a waiver of solid waste disposal and gate fees for waste collected at the event. The participants will separate items that can be recycled to help Inyo County meet our recycling goals. Only trash collected from the Big Pine Clean-Up and brought to the Big Pine Transfer Station or the Bishop-Sunland Landfill is eligible for the waiver. Waste attributable to the clean-up brought to either facility Saturday or Sunday will tracked by the Gate Attendant.

The Board has waived the fees for similar events in the past and the lost revenue was minimal.

The attached resolution waives the fees as requested.

**ALTERNATIVES:** The Board could choose to not waive these fees. The cost will then be borne by the event's organizers.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** There is a minimal amount of revenue to the Waste Management Enterprise Fund that may be lost as a result of the waiver of these fees.

**APPROVALS**

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
 (The Original plus 14 copies of this document are required)

*Richard J. Benson*

Date:

*3/20/19*

**RESOLUTION NO. 2019-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, WAIVING SOLID WASTE DISPOSAL AND GATE FEES FOR TRASH AND LITTER REMOVAL DURING THE BIG PINE COMMUNITY CLEAN UP**

**WHEREAS**, on April 13, 2019, the Big Pine Civic Club intends to conduct a community clean-up event in Big Pine, and

**WHEREAS**, the sponsors have requested a waiver of solid waste disposal and gate fees for the trash collected at the event, and

**WHEREAS**, Inyo County recognizes the benefit of community clean-up events and desires to assist the Civic Club in keeping Big Pine clean and beautiful; and

**WHEREAS**, all recyclable materials collected at the event will be separated and disposed of properly at the County Landfill or other recycling center; and

**WHEREAS**, Inyo County will track the volume and associated landfill fees attributable to the event; and

**WHEREAS**, all trash and litter coming from the Big Pine Community Clean-Up will be transported to the Big Pine Transfer Station or Bishop Sunland Landfill; and

**WHEREAS**, trash or litter coming from any other source will not be represented as having been collected at the community clean up.

**NOW, THEREFORE, BE IT RESOLVED** that the Inyo County Board of Supervisors, pursuant to Section 7.10.080 of the Inyo County Code, hereby waives gate and waste disposal fees for the disposal of litter and trash resulting from the Big Pine Community Clean-Up for a total up to \$100.

**BE IT FURTHER RESOLVED** that this fee waiver shall cover disposal fees for the disposal of material from April 13, 2019 and April 14, 2019.

**PASSED AND ADOPTED** on this 2nd day of April, 2019, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Rick Pucci, Chairperson  
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**

19

- Consent    
  Departmental    
  Correspondence Action    
  Public Hearing  
 Scheduled Time for    
  Closed Session    
  Informational

**FROM:** Supervisor Kingsley

**FOR THE BOARD MEETING OF:** April 2, 2019

**SUBJECT:** Consideration of waiver of fees for the Lone Pine Paiute-Shoshone Reservation Earth Day Community Clean-Up Event.

**DEPARTMENTAL RECOMMENDATION:** Request the Board consider approval of a Resolution that waives solid waste disposal and gate fees up to \$100 for trash and litter removed at the Lone Pine Paiute-Shoshone Reservation Earth Day Community Clean-Up Event, Saturday, April 27, 2019.

**SUMMARY DISCUSSION:** The Big Pine Civic Club in conjunction with other organizations has scheduled a Clean-Up of the town of Big Pine on Saturday, April 13, 2019, as a community service.

The organizers have requested a waiver of solid waste disposal and gate fees for waste collected at the event. The participants will separate items that can be recycled to help Inyo County meet our recycling goals. Only trash collected from the Lone Pine Paiute-Shoshone Reservation Earth Day Community Clean-Up Event and brought to the Lone Pine Landfill is eligible for the waiver. Waste attributable to the clean-up brought to the facility Saturday or Monday will tracked by the Gate Attendant.

The Board has waived the fees for similar events in the past and the lost revenue was minimal.

The attached resolution waives the fees as requested.

**ALTERNATIVES:** The Board could choose to not waive these fees. The cost will then be borne by the event's organizers.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** There is a minimal amount of revenue to the Waste Management Enterprise Fund that may be lost as a result of the waiver of these fees.

**APPROVALS**

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required)

Date: 03-28-19

**RESOLUTION NO. 2019-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, WAIVING SOLID WASTE DISPOSAL AND GATE FEES FOR TRASH AND LITTER REMOVAL DURING THE LONE PINE PAIUTE-SHOSHONE RESERVATION EARTH DAY COMMUNITY CLEAN-UP EVENT**

**WHEREAS**, on April 27, 2019, the Lone Pine Paiute-Shoshone Reservation intends to conduct a community clean-up event in the Lone Pine area, and

**WHEREAS**, the sponsors have requested a waiver of solid waste disposal and gate fees for the trash collected at the event, and

**WHEREAS**, Inyo County recognizes the benefit of community clean-up events and desires to assist the Civic Club in keeping Lone Pine clean and beautiful; and

**WHEREAS**, all recyclable materials collected at the event will be separated and disposed of properly at the County Landfill or other recycling center; and

**WHEREAS**, Inyo County will track the volume and associated landfill fees attributable to the event; and

**WHEREAS**, all trash and litter coming from the Big Pine Community Clean-Up will be transported to the Lone Pine Landfill; and

**WHEREAS**, trash or litter coming from any other source will not be represented as having been collected at the community clean up.

**NOW, THEREFORE, BE IT RESOLVED** that the Inyo County Board of Supervisors, pursuant to Section 7.10.080 of the Inyo County Code, hereby waives gate and waste disposal fees for the disposal of litter and trash resulting from the Big Pine Community Clean-Up for a total up to \$100.

**BE IT FURTHER RESOLVED** that this fee waiver shall cover disposal fees for the disposal of material from April 27, 2019 and April 29, 2019.

**PASSED AND ADOPTED** on this 2nd day of April, 2019, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

---

Rick Pucci, Chairperson  
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

20

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** April 2, 2019

**SUBJECT:** West-wide Energy Corridors – Region 5 Review

**DEPARTMENTAL RECOMMENDATION:** Review the West-wide Energy Corridors Region 5 and draft correspondence (Attachment 1) and authorize the Chairperson to sign.

**SUMMARY DISCUSSION:** Section 368 of the Energy Policy Act of 2005, Public Law 109-58 (H.R. 6), enacted in 2005, directs the Secretaries of Agriculture, Commerce, Defense, Energy, and the Interior to designate corridors on federal land in 11 Western States (Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming) for oil, gas, and hydrogen pipelines and electricity transmission and distribution facilities. A Programmatic Environmental Impact Statement (PEIS) for the West-wide Energy Corridor (WEC) was prepared and corresponding Records of Decision (ROD) were adopted in 2009.<sup>1</sup> The Board received a presentation from the Agencies' representatives on January 15, 2008 and provided input regarding the draft PEIS.

Multiple organizations filed a complaint raising a variety of challenges to the ROD. A Settlement Agreement with specific actions was ultimately approved, with four principal components: (1) complete an interagency Memorandum of Understanding (MOU) addressing periodic corridor reviews; (2) update agency guidance; (3) update agency training; and (4) complete a Corridor Study. In fulfillment of the Settlement Agreement, an MOU was executed in 2013. The MOU includes a Work Plan for the Regional Periodic Reviews. The Agencies also approved a Work Plan for the Corridor Study with the execution of the MOU.

***Corridor Study***

In May 2016, a Corridor Study was released that examines whether the Corridors are achieving their purpose to promote environmentally responsible corridor-siting decisions and to reduce proliferation of dispersed rights-of-way crossing federal lands. Reportedly with the aim of encouraging more efficient and effective use of the Corridors, the Study establishes baseline data and presents opportunities and challenges for further consideration during the Periodic Regional Reviews. Issues identified include modifications to the Corridors, congestion, interagency operating procedures, better agency coordination, Corridor gaps, and incorporation of new information.

***Regional Reviews***

The Agencies began their Regional reviews in October 2016. According to the Agencies, the outcome of the Regional Reviews will be the development of recommendations for specific corridor additions, deletions, or alterations where warranted. An interim step to the recommendations is an initial analysis of opportunities and constraints. Corridor abstracts have been developed to specify opportunities and concerns as well as identify which Corridors effectively meet current and projected energy needs and which fall short either due to limited remaining capacity, poor placement, or other considerations.

<sup>1</sup> Refer to <http://corridoreis.anl.gov/> for more information.

### ***Corridor Abstracts***

The Corridors have been divided into five regions. Region 1 (partly located in the southern end of the Highway 395 corridor, in Inyo County) was the first to be evaluated and the County sent comments regarding the Region 1 Abstracts (Attachment 2). As part of the Region 1 comments, the County repeated its request for coordination with the BLM, especially with regard to the review of upcoming Region 5, Corridor 18-23, due to the sensitivity of its possible location.

Currently, as part of the Region 5 review, Corridor No. 18-23 has been evaluated and the resulting Abstract is available for comment<sup>2</sup>. Corridor 18-23 is the main identified Corridor that runs through Inyo County, beginning roughly north of Pearsonville and ending at the Mono/Inyo County line (Map-Attachment 3). Most of the sections of the 18-23 Corridor identify co-location opportunities, except for the section located approximately from milepost 184-192 that happens to be within the newly designated Alabama Hills National Scenic Area (NSA) (Map-Attachment 4). This is likely due to the fact that the existing transmission infrastructure veers off of federally managed lands and onto Los Angeles Department of Water and Power owned lands. The mandate of the 368 Corridor project is to identify areas on Federal lands for the conveyance of energy resources. This does not, however, make the impact of a potential electric transmission line spanning across the Alabama Hills NSA any less and the Agencies were remiss in not including the proposed NSA in their reviews. Corridor 18-23 continues on the west side of Highway 395 to the north, to just south of the Manzanar National Historic Site (milepost 178). This section, although outside of the NSA, would still be greatly impacted with regard to the County's visual resources by transmission lines and should be evaluated as such. The Abstract for Corridor 18-23 includes that this area is within a Visual Resource Management (VRM) Class II designation and therefore may not be compatible with future overhead transmission line development that does not have existing infrastructure. The Abstract also includes that the Agencies could consider changing the VRM designation. This suggestion would not be fitting with the Alabama Hills NSA designation. Based on the County's policy in the REGPA to not allow for additional electricity transmission, the VRM Class II designation, the existing opportunity for co-location and/or an existing Right-of-way, and the impacts to the County's visual resources, particular sections of the 18-23 Corridor are not compatible with the desires of the County's citizens and contrary to established County Policy.

### ***Draft Correspondence***

Staff has reviewed the Abstract and prepared a comment letter for the Board's consideration. It notes a continued lack of reference to the County's renewable energy planning, specifically the limits put on any new electrical transmission capacity in the County. Staff also found that the Agencies did not include the Alabama Hills NSA, nor did the BLM offer coordination with the County before or during their review of Corridor 18-23. The Draft correspondence raises these issues and reaffirms its previous requests for coordination. The Agencies have also made commenting on particular sections available on the project website. If the Board agrees with staff's analysis, staff will provide comments in this format as well.

**ALTERNATIVES:** The Board could direct modifications to the correspondence, or to not submit comments.

**OTHER AGENCY INVOLVEMENT:** Multiple agencies involved in transmission planning, including the Bureau of Land Management, Forest Service, Department of Energy, California Energy Commission, California Independent System Operator, California Public Utilities Commission, State of Nevada, etc.

**FINANCING:** General funds are utilized to monitor federal planning efforts.

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<sup>2</sup> Refer to: <http://corridoreis.anl.gov/regional-reviews/regions-4-5-6/> for more information.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

  
\_\_\_\_\_ Date: 3/27/19

**Attachments:**

1. Draft Correspondence
2. October 2016 Correspondence
3. Map of 18-23 Corridor
4. Map of 18-23 Corridor in the Alabama Hills National Scenic Area

Attachment 1

March 22, 2019

Department of the Interior  
Department of Agriculture  
Department of Energy  
blm\_wo\_368corridors@blm.gov

**Re: West-wide Energy Corridor Regional Reviews – Abstract No. 18-23**

West-Wide Energy Corridors Regional Review:

On behalf of the Inyo County Board of Supervisors, I wish to thank the Agencies for the opportunity to comment on the regional reviews of the Section 368 Energy Corridors Study. We believe that coordination is of the utmost importance in the Regional Reviews, and reaffirm our earlier requests for coordination between the Bureau of Land Management and the County.

In response to the current review of Regions 4, 5, and 6 (specifically 5) by the Agencies, we restate that Inyo County's renewable energy planning should be considered in the Region 5 Reviews. In particular, the Renewable Energy General Plan Amendment<sup>1</sup> (REGPA) that we have adopted should be referenced in the abstract for Corridor 18-23 particularly with respect to the County policy regarding limitations on additional transmission capacity (please see pages 3, 7 of the REGPA). It should also be referenced for locations at or near Solar Energy Development Areas (SEDA) as identified in the REGPA.

The reviewing agencies should also be made aware of the newly designated Alabama Hills National Scenic Area (NSA). This designation was signed into law as part of S. 47 the Conservation, Management and Recreation Act, on March 12, 2019. The Alabama Hills NSA legislation has been consistently proposed in the many iterations of the California Desert Conservation Act and the California Minerals, Off-Road Recreation, and Conservation Act and has been strongly advocated for years. It is somewhat surprising it was not included in the Corridor 18-23 review, especially since it is located on land managed by the BLM. Based on this new NSA designation, milepost evaluations for 184-192 should be updated to include the NSA. The Alabama Hills NSA purpose statement is:

*The purpose of the Scenic Area is to conserve, protect, and enhance for the benefit, use, and enjoyment of present and future generations the nationally significant scenic, cultural, geological, educational, biological, historical, recreational, cinematographic, and scientific resources of the Scenic Area managed consistent with section 302(a) of the Federal Land Policy and Management Act of 1976.*

Transmission lines running through the Alabama Hills NSA would not be compatible with the stated purpose of the NSA. Also, there are existing transmission lines located to the east of this

---

<sup>1</sup> Refer to <http://inyoplanning.org/projects/REGPA.htm>.



area that are a continuation of lines that are listed under *Potential Resolution Bases on Siting Principle Analysis* as collocation with existing infrastructure opportunities, for areas to the south. We understand that at milepost 195 this existing transmission infrastructure veers east and off of federally managed lands, but we strongly urge you to look at the existing infrastructure as your first, if not only, option. It should also be noted that moving the proposed section (milepost 184-192) anywhere to the west would also be inappropriate as this would be a serious detriment to the visual resources of the Alabama Hills NSA.

After reviewing the 18.23 Corridor, we recommend that you adjust corridor 18-23 beginning at milepost 195 on the south to milepost 178 at the north, to the east, to co-locate with the existing transmission infrastructure whether it is on Federally managed lands or not, or leave this section empty similar to much of the rest of the 18-23 Corridor. No new transmission lines or corridors should be necessary or even considered when there is already existing infrastructure and/or right-of-ways in place.

This is an extremely sensitive issue to the people of Inyo County who place a very high value on visual resources and where any impacts to these resources could have significant, negative, results on the County's tourist based economy.

Thank you. If you have any questions, please contact the County's Administrative Officer, Clint Quilter, at (760) 878-0468 or [cquilter@inyocounty.us](mailto:cquilter@inyocounty.us).

Sincerely,

Rick Pucci, Chairperson  
Inyo County Board of Supervisors

## Attachment 2

October 18, 2016

Department of the Interior  
Department of Agriculture  
Department of Energy  
blm\_wo\_368corridors@blm.gov

**Re: West-wide Energy Corridor Regional Reviews – Abstract Nos. 18-23, 23-25, and 23-106**

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, I wish to again convey our appreciation to the Agencies for the opportunity to participate in the development of the Regional Reviews and the Corridor Study. I wish to also thank the Agencies for their participation in our Workshop on July 15, 2014 and acknowledgement of our input in the Corridor Study. We wish to extend an invitation for another Workshop on the Regional Reviews process and specifically the Abstracts to help us understand the analysis of issues and most importantly the anticipated outcome.

We believe that coordination is paramount in development of the Regional Reviews, and confirm our earlier requests for continuing coordination between the Bureau of Land Management and the County. In response to the current outreach effort being undertaken by the Agencies, I reiterate that Inyo County's renewable energy planning should be considered in the Region 1 Reviews. In particular, the Renewable Energy General Plan Amendment<sup>1</sup> that we have adopted should be referenced in Abstracts for those portions of the Corridors that pass through Inyo County (e.g. between Olancho and the boundary with Kern County), especially with respect to County policy regarding transmission (please see pages 3, 7), as well as for those Corridors that may interact with the County's designated Solar Energy Development Areas. We would also appreciate it if the evaluations could show how the proposed configuration of the 18-23 corridor in Region 1 will influence the continuation of its path into Region 5 and visa-versa. Also, since our last correspondence, we have completed the Owens Valley Solar Energy Study,<sup>2</sup> and urge the Agencies to consider it in development of the Region 5 Reviews. We also want to convey a need for your staffs to work closely with the County on the Region 5 Reviews. This is a particularly sensitive area to our constituents where a very high value is placed on visual resources and where any impacts to these resources could have a significant effect on the County's tourist based economy.

Thank you. If you have any questions, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us.

Sincerely,




Jeff Griffiths, Chair  
Inyo County Board of Supervisors


<sup>1</sup> Refer to <http://inyoplanning.org/projects/REGPA.htm>.

<sup>2</sup> Refer to <http://inyoplanning.org/OwensValleySolarEnergyStudyOVSES.htm>

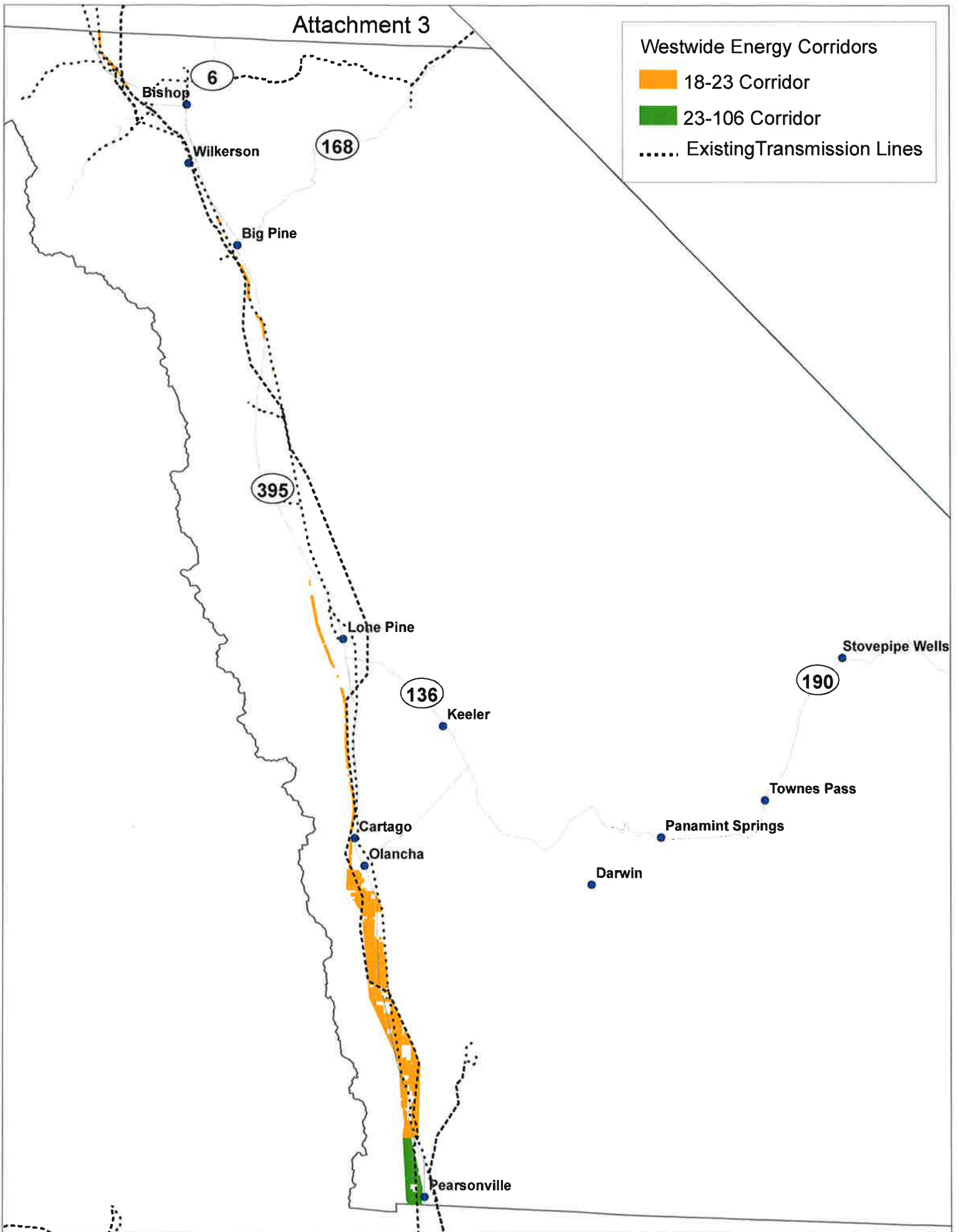
# Attachment 3

## Westwide Energy Corridors

 18-23 Corridor

 23-106 Corridor

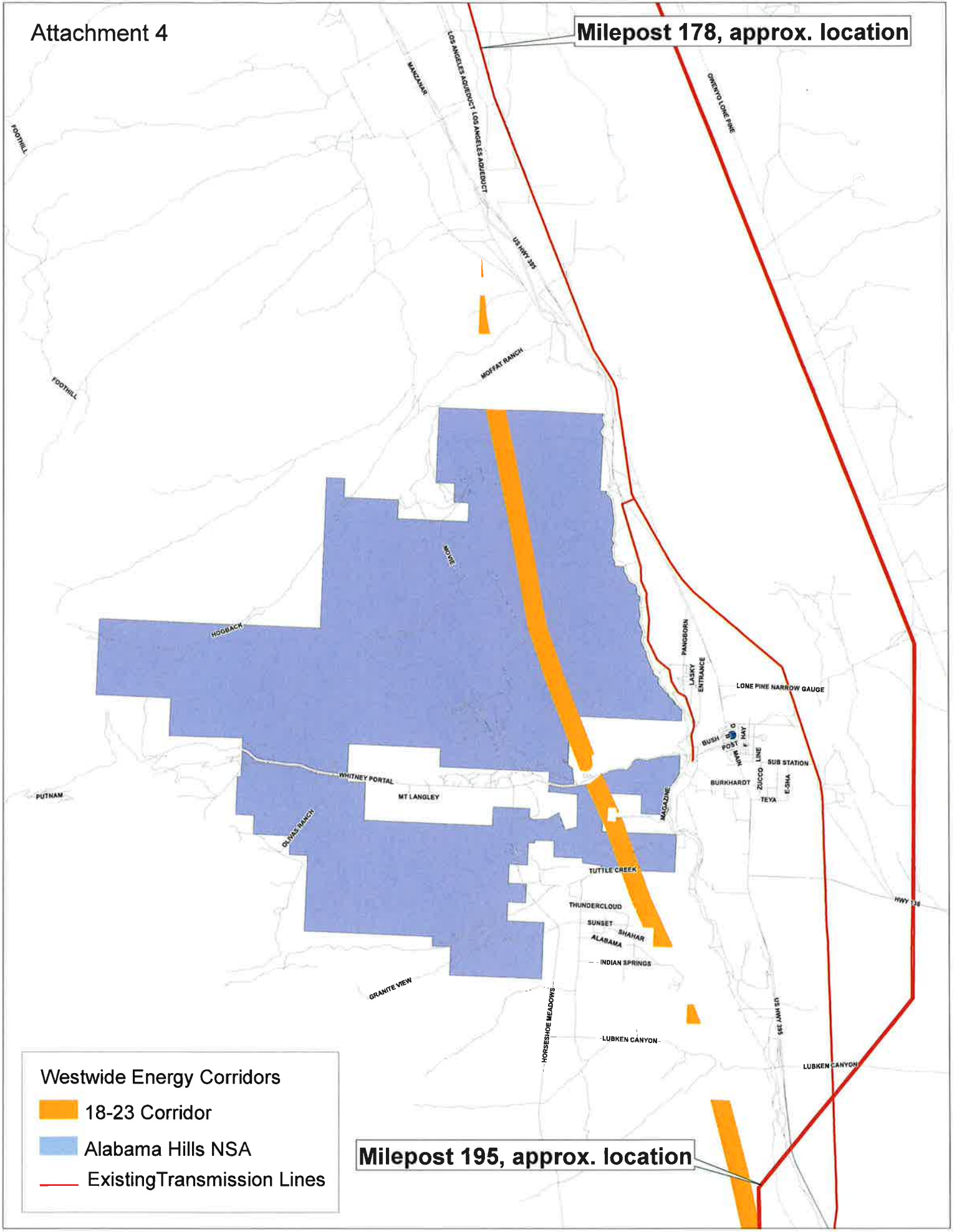
 Existing Transmission Lines



Milepost 178, approx. location

Milepost 195, approx. location

- Westwide Energy Corridors
- 18-23 Corridor
  - Alabama Hills NSA
  - Existing Transmission Lines





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

21

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for 1:30 p.m.     Closed Session     Informational

**FROM:**            Recycling & Waste Management

**FOR THE BOARD MEETING OF:**    April 2, 2019

**SUBJECT:**        Workshop regarding Franchise Agreement

**DEPARTMENTAL RECOMMENDATION:**

Request your Board receive a presentation regarding the proposed Franchise Agreements with the County's waste haulers.

**SUMMARY DISCUSSION:**

Public Resources Code Section 40059 authorizes your Board to determine aspects of solid waste handling which are of local concern. This includes the authority to grant franchises to solid waste haulers.

For many years solid waste hauling services have been provided in Inyo County by private companies through a permit process. Currently, two competing companies provide those services. In 2014 work began to convert from the current permit system to a franchise agreement. There has been significant interaction in negotiations with the haulers in developing an agreement. That work is now done.

One aspect included in the proposed agreement is an annual floor rate adjustment utilizing a component of the consumer price index. This will be discussed in detail along with a proposal to make an adjustment in conjunction with the agreement.

Today's presentation explains and highlights the terms of the agreement prior to its formal submission to your Board on April 9. Included will be an explanation of the annual floor rate adjustments

**ALTERNATIVES:**

Your Board could choose not to receive today's report.

**FINANCING:**

There is no cost to the County associated with today's presentation. If the franchise agreement is ultimately approved, it is anticipated that there will be very little change in the County's expenses or revenues.

**APPROVALS**

COUNTY COUNSEL:  N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:  N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ Date _____
PERSONNEL DIRECTOR:  N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required)

*Richard J. Brewer*

*3/22/19*  
Date

**FRANCHISE AGREEMENT**  
**BETWEEN THE COUNTY OF INYO**  
**AND**  
**[FRANCHISEE]**  
**FOR COLLECTION OF SOLID WASTE**  
**FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS**  
**WITHIN INYO COUNTY**

**Commencement Date:** May 1, 2019

**Expiration Date:** December 31, 2026

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This Agreement (“**Agreement**”) is made and entered into by and between the County of Inyo, a

political subdivision of the State of California, (the “**County**”) and [FRANCHISEE] (“**Franchisee**” and together, the “**Parties**”), on the later date of execution by the Parties indicated on the execution page of this Agreement.

**RECITALS:**

**WHEREAS**, The County is responsible for protection of public health and the environment. The County is authorized and required to provide solid waste handling services to its citizens under the provisions of the California Integrated Waste Management Act (the “**Act**”), which is under 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; and

**WHEREAS**, Pursuant to a Joint Powers Agreement between the County and the City of Bishop, those same solid waste handling services within the City of Bishop are managed by the County on behalf of the City of Bishop; and

**WHEREAS**, The County is liable for its solid waste by virtue of fines up to \$10,000 per day levied for noncompliance with the Act. Local public agencies like the 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, the County is prudent to provide for terms and conditions of its solid waste processing and disposal under this Agreement; and

**WHEREAS**, Franchisee has been providing quality and cost-effective solid waste handling services in Inyo County and within the City of Bishop. As an existing provider of solid waste handling services within the unincorporated area of Inyo County and within the City of Bishop, Franchisee has developed customer relationships and experience which will enable it to provide quality services throughout the region; and

**WHEREAS**, It is desirable to transition from a three-year permit system to a longer-term Franchise Agreement to provide those businesses providing solid waste handling services in Inyo County with certainty as to the long-term viability of their enterprises and to clarify the County’s ability to specify and regulate those services, while continuing to provide the benefits of a non-exclusive permit or franchise system; and,

**WHEREAS**, It is necessary to require Franchisee to deliver solid waste to a solid waste facility owned or otherwise specified by the County. 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, 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 and/or operated by the County unless otherwise specified by the County.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, guaranties and conditions contained in this Agreement and for other good and valuable consideration, the County and Franchisee 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, the text governs.

**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 understandings and agreements between the Parties with respect to their rights and responsibilities, including those contained in Procurement Proceedings.

It is the intention of the Board of Supervisors to revise the Inyo County Code to conform to this agreement.

#### **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, in good faith,:

- (1) promptly meet and attempt to 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 item (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.

The Parties will split the costs of such application equally.

**b. Remaining Provisions.** 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 the County solely because it prepared this Agreement in its executed form.

### **ARTICLE 2. REPRESENTATIONS AND WARRANTIES**

**2.01 Franchisee.** Franchisee represents and warrants as contained in Exhibit 2.01.

**2.02 County.** The County 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, 2026, unless terminated earlier.

**b. Optional Extension Right.** The Franchisee may request to extend the Term for up to two additional 5 year terms commencing, respectively, on January 1, 2027, and terminating December 31, 2031; and commencing January 1, 2032, and terminating on December 31, 2036, and the request(s) for extension shall not be unreasonably withheld, conditioned, or delayed by the County if the Franchisee has maintained compliance and remains in compliance with the terms and conditions of this Agreement, both at the time the option is exercised and on the day that the renewal term is to commence.

Notice of the exercise of said options shall be given to the County, in writing, no earlier than eight (8) months prior to the commencement of each such renewal period, but no later than five (5) months before the commencement of each such renewal period; provided, however, that County shall notify Franchisee if County does not receive the required notice from Franchisee within said time frame, and Franchisee shall have fourteen (14) days from Franchisee's receipt of the County's notice in which to cure the failure to give Franchisee's notice of renewal of the Franchise by serving the County with written notice of Franchisee's request to exercise the renewal option. If, within fourteen (14) days after receipt of the notice from the County, Franchisee fails to deliver to the County written notice exercising its renewal option, then Franchisee will be conclusively presumed to have waived its right to renew the term for the option period and this Agreement shall terminate at midnight on the last day of the term hereof.

**3.02 Survival of Certain Provisions.** The following provisions survive the Term:

- All representations, warranties, certifications and acknowledgements;
- Indemnities;
- Performance Obligations to pay County, including any County Payment Obligations;
- Obligations to maintain Records and submit Records and reports to County, including the final Annual Report;
- Confidentiality provisions; and
- Any other rights and obligations of the Parties stated to survive the Term.

**3.03 Effect On Prior Agreements.** Franchisee is currently one of two Persons authorized to provide solid waste handling services in the Waste Collection Area on a nonexclusive basis via a nonexclusive solid waste Permit as defined in Inyo County Ordinance Code Section 7.08 (the "Permit"). This authorization shall remain in effect, and Franchisee shall continue to collect, transfer, process, recycle, and dispose of solid waste in the Waste Collection Area pursuant to the Permit, until the Commencement Date of this Agreement. Notwithstanding any other provision of this Agreement or of the Permit, upon the Commencement Date, the Permit shall expire and be of no further force or effect, except that:



- Any provisions of the Permit providing for either party to defend and/or indemnify the other party for acts, omissions, or occurrences prior to the Commencement Date, or which provide for insurance or record-keeping duties, shall survive termination of the Permit;
- Any provisions of the Permit expressly stating that they shall survive expiration of the term or termination of the Permit shall survive; and
- Any amounts owed by Franchisee to the County pursuant to the Permit shall remain due and payable in accordance with the terms of the Permit.

Notwithstanding the foregoing, the Permit shall not be deemed terminated by this section, and shall be automatically reinstated, if this Agreement is invalidated as a result of litigation or other proceeding challenging the award of this Agreement.

**3.04 Limit on Number of Service Providers.** As of the Commencement Date, there are two service providers authorized by non-exclusive Permits issued by the County to provide Solid Waste Handling Services in the Waste Collection Areas. County and Franchisee agree that the number of Persons authorized to provide nonexclusive Solid Waste and Recycling Handling Services in the Waste Collection Areas, whether by franchise or otherwise, will not be increased during the term of this Agreement beyond the existing level of service authorized for the two existing Solid Waste Handling Service providers unless the Board of Supervisors finds and determines, by resolution, the following:

- There is an unmet need for Solid Waste Handling Services and/or Recycling Handling Services as determined by the County and the existing service providers, including Franchisee, are incapable of meeting that need at a reasonable cost to subscribers, as determined by the County;
- OR
- There is an unmet need for Solid Waste Handling Services and/or Recycling Handling Services as determined by the County and the existing service providers, including Franchisee have not demonstrated to the County's satisfaction the ability and/or willingness to provide said service at a reasonable cost to subscribers, as determined by the County.

Before being considered by the Board, a potential new service provider must demonstrate that granting an additional franchise is in the public interest and that the provider will satisfy an unmet need.

The failure of a customer to subscribe to Solid Waste Handling and/or Recycling Handling Services offered by Franchisee shall not constitute an unmet need.

## 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. Franchisee further waives any right or claim to serve any part of the Waste Collection Areas (as set forth in Exhibit 4.01(a)) under any prior grant of franchise, contract, license, or Permit issued or granted by any governmental entity.

In addition to the provisions herein, Franchisee shall comply, and shall ensure its agreements with Customers comply, with any additional requirements of the Inyo County Code Chapter 7.08, as may be amended. Provided, however, County will not amend said Chapter during the term of this Agreement to circumvent or avoid the contractual commitments of County herein made and the Parties acknowledge that any changes to said Chapter that impact Franchisees cost of operations can be considered through the rate adjustment process specified in Article 12.

**b. Limitations on Right to Provide Franchise Services.** Franchisee's franchise right and privilege to provide Franchise Services is limited. Persons, including both the owners and occupants of premises and persons performing services at premises, may themselves transport and dispose of Solid Waste, C&D Waste, and/or Recyclables that they generate in the use and occupancy of those premises or as a by-product of services performed at those premises themselves, unless or until the County implements a mandatory solid waste collection ordinance and/or recycling collection ordinance. 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 their owned or rented dump trucks, end dumps, flatbed trucks, or similar vehicles. Also, owners and occupants of a premise may transport and dispose of solid waste that they generate on their own premises using their own vehicles.

**c. Regularly-Scheduled Franchise Services.** Subject to the terms and conditions of this Agreement, Franchisee will independently arrange to provide Franchise Services at the frequency, capacity, price and other terms agreed to with its Customers. Franchisee acknowledges that County is not responsible for supervising or performing Franchise Services. Franchisee's obligation to offer and provide services includes, but is not limited to, Customers on non-County maintained private roads, provided that said roads are kept in a safe and good traveling condition and will accommodate Franchisee's collection vehicles. In the event any road is unsafe or in such a state of disrepair that such will be either hazardous or potentially

cause injury to the vehicle(s) of Franchisee, Franchisee shall not be required to provide service to customers on said road.

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 7 days of anyone's request for Collection Service at that premise.

(ii) *Cancellation of Services.* Upon oral or written direction of any existing 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 pursuant to Section 4.09b. Franchisee will notify Customers of cancellation rights, pursuant to Section 4.10. New Residential Customers (having had service of six months or less) may be charged a cancellation fee not to exceed 1 month Service Fee provided said fee is disclosed by Franchisee in advance.

(iii) *Containers.* Franchisee will provide all Residential Customers located within the Franchise Area with one or more cans or Carts for the deposit of Solid Waste having a nominal capacity of up to 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), tight seamed, and otherwise in compliance with Inyo County Code Chapter 7.08 and any applicable State regulations. Franchisee will return Residential Containers to the Set-out Site after Collection upright, with can lids properly secured, at the same point it was collected, without obstructing alleys, roadways, driveways, sidewalk, or mailboxes. Franchisee will ensure that any Bins that it provides to Residential Customers will comply with all of the requirements applicable to Commercial Containers under Subsection c(2)(iii). Notwithstanding the above requirement for Franchisee-provided cans or Carts, Franchisee may allow customers to utilize 30-45 gallon cans in limited areas not readily accessible to Franchisee Cart collection equipment.

(iv) *Frequency.* Franchisee will Collect all Solid Waste set out at the Residential Set-out Site at least once each week, on the same day ("**Regularly-Scheduled Residential Collection Day**"), or more frequently, as Franchisee and its customers may agree. Franchisee shall collect all Solid Waste for Multi-Family Unit Residential Customers at the Residential Set-out Site at least once per week, and more frequently if needed to handle the Multi-Family Unit waste stream, as required to maintain public health and safety. If Franchisee is unable, for any reason, to Collect all Solid Waste from a Customer on the Regularly-Scheduled Residential Collection Day (e.g. the regularly scheduled Collection Day falls on a holiday), then it will Collect that Solid Waste within one Service Day, and all subsequent Collection Days during that

holiday week may be moved back one day at the discretion of Franchisee and upon advance notice to all affected Residential Customers pursuant to 4.01.e.2 below.

2. Commercial Solid Waste.

(i) *Collection.* Franchisee will continue to collect all Solid Waste placed in Bins and compactors, (“**Commercial Containers**”) or other Containers by existing Commercial Customers of Franchisee at the location on the Commercial Premises 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 7 days of that Person’s request for Collection Service at that premise. Franchisee will continue to include weekly cardboard and mixed paper collection from Commercial Customers and transport same to a recycling facility.

(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 under Section 4.09b. Franchisee will notify Customers of cancellation rights, pursuant to Section 4.10.

(iii) *Containers.* Franchisee will provide all Commercial Customers with 2, 3, 4, or 6 yard Containers as ordered by the Commercial Customer. 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 lid, uniformly colored, satisfactory to the 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 2 inches in height as well as language warning against illegal dumping and Unpermitted Waste (including Hazardous Waste) or special waste disposal, as satisfactory to County; and
- (6) otherwise comply with Inyo County Code Chapter 7.08 and State regulations.

At the time of a 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 the County for approval as to form 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 on the next Service Day following the date of the missed pick up, or 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.

**e. Collection Schedules.**

1. Hours. Franchisee will Collect all Solid Waste from Commercial Customers only between 5:00 a.m. and 7:00 p.m., on any given day of the week. Franchisee will Collect all Solid Waste from Residential Customers only between 7:00 a.m. and 6:00 p.m., Monday through Saturday with no service on Sunday. Except that Franchisee may Collect Solid Waste from Residential customers between 7:00 a.m. and 7:00 p.m. on Sunday:

- (i) if road closures have prevented collection during the previous 7 days; or
- (ii) with prior written approval from the Director.

Notwithstanding the above, Franchisee shall comply with any applicable Inyo County Noise ordinance. Franchisee further agrees to reasonably adjust the hours of commencement of collection operations in selected areas at the request of County where early collection activities generate material and numerous complaints from nearby residents. The above collection schedules may be temporarily adjusted due to extraordinary circumstances or conditions upon consent of the Director.

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

**f. Changes in Service Levels; Container Exchanges.**

1. Delivery. Franchisee will give Customers Containers in accordance with Subsections c.1.(iii) and c.2.(iii). Within 7 days after receiving a request for Franchise Service 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 for such Customer 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 72 hours of a request therefor from a Customer or the County. If

Franchisee cannot complete a repair within 72 hours, Franchisee will give the Customer a replacement Container without surcharge within those 72 hours.

**g. C&D Waste.** At anyone's request and agreement (including a Residential or Commercial Customer) with respect to price and frequency of Collection, Franchisee will Collect C&D or other Inert Waste (including dirt) that is discarded in debris boxes, roll-offs, or other similar containers. In providing C&D or other Inert Waste Collection, Franchisee shall use its best efforts to educate Customers on the proper segregation of recyclable or reusable materials so as to ensure that said materials are segregated by the customer or Franchisee and not disposed of in landfills.

#### **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 which is not less than that charged for similar services to customers receiving regular collection services..

#### **4.03 Service Standards.**

**a. General.** Franchisee will provide 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 provide Franchise Services regardless of difficulty of collection, subject to the exceptions under Section 4.04. or extreme, unsafe weather conditions. 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 under this Subsection.

**b. Litter.** Franchisee will clean up litter caused by Franchisee's employees. Franchisee will ensure that each Collection Vehicle at all times carries appropriate tools for this purpose.

#### **c. Spills and Leaks.**

1. Solid Waste Spills. Franchisee will transport Solid Waste only in covered vehicles. Franchisee will prevent Solid Waste from escaping, dropping, spilling, blowing or scattering from Vehicles during Collection and transportation. 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 take reasonable measures to prevent oil, hydraulic fluid, paint or other liquid from leaking out of Vehicles. Franchisee shall immediately clean any liquid leaks caused by Franchisee's Vehicles

at its sole expense, and shall report any leaks in excess of five (5) gallons to the Inyo County Road Department and the Inyo County Environmental Health Services Department.

3. Reimbursement, Damages & Penalties.

*i. Spillage.* If Franchisee fails to clean up Solid Waste or leaked liquids as required above, the County may clean up or cause to be cleaned up the Solid Waste or leaked liquids and Franchisee will reimburse the County for the County's Reimbursement Costs thereof. Franchisee is also responsible for paying compensatory and/or liquidated damages as set forth in Exhibit 14.01, civil penalties and/or other charges that may be lawfully assessed for improperly covering loads or leaking liquids, per incident, per location.

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 the 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, Franchisee may attempt to personally provide the Customer whose Set-out Site presents the threat notice of the danger thereof. If Franchisee does not personally provide Customer with notice, 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 Unpermitted 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, Franchisee may refuse to Collect that Container. Franchisee may 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, 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 the County Health Department and to the Director. Title to and liability for Hazardous Waste and Unsafe Materials shall at all times remain with the Customer.

**d. Customer Delinquency or Nonpayment.** Franchisee is not obligated to provide Franchise Services to any Customer whose bill becomes delinquent fifteen (15) days after such bill was due and owing.

**e. Non-Collection Tags.** When Solid Waste is not collected from any customer other than due to withholding of service pursuant to subsection d immediately above, Franchisee shall

notify its customer(s) as to why that Collection was not made by attaching tags approved by the County to the applicable container(s) that clearly identify the reason(s) for non-Collection.

#### **4.05 Customer Service.**

Franchisee acknowledges that the County determined to procure and enter into this Agreement with Franchisee, among other reasons, in order to provide improved Customer service, relations and satisfaction. Franchisee will post its Contact Information on all of its written communications with Customers.

**a. Office.** Unless otherwise approved by the Director in writing, Franchisee shall establish and maintain an office within the County through which the Franchisee's representatives may be contacted. Franchisee's office hours shall be, at a minimum, from 8:00 a.m. to 12:00 p.m., and from 1:00 p.m. to 4:00 p.m. on all Collection Days. A representative of Franchisee shall be available in the established office during said office hours for communication with the public.

**b. Phone Number.** Franchisee will maintain a telephone number at least during Office Hours and, if Franchisee provides Residential Collection on Saturday, from 8:00 a.m. to noon on Saturdays ("**Phone Hours**"). Franchisee will list the telephone number under Franchisee's name in the County telephone directories (e.g. white pages and yellow pages), and on all billing statements. 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.

**c. Email.** Franchisee will maintain an email address for the purpose of corresponding with customers and County. Franchisee will record customers' email addresses.

**d. Emergency Number.** Franchisee will also maintain an emergency telephone number disclosed to the 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.

**e. Complaints.** (1) All customer complaints shall be directed to Contractor. Contractor shall record all complaints received by mail, email, by telephone, or in person (including date, name, address of complainant, and nature of complaint). Contractor agrees to use its best efforts to resolve all complaints by the close of business of the second regularly scheduled waste Collection day following the date on which such complaint is received. Service complaints may be investigated by the County or his/her designee. Unless a settlement satisfactory to the complainant and Contractor is reached, the complainant may refer the matter to the County for review.

(2) Contractor will maintain records listing the date of customer complaints, the customer, the nature of the complaint or request, and when and what action was taken by Contractor to resolve the complaint. All such records shall be transmitted to the County quarterly and maintained for a period of thirty-six (36) months and shall be available for inspection by the County.



**f. Complaint Resolution.** Contractor will use its best efforts to resolve all complaints by close of business of the second business day following the date on which the complaint is received. Contractor shall notify customers that service complaints may be reviewed by the County if a satisfactory solution is not reached.

A customer dissatisfied with Contractor's decision regarding a complaint may ask the County to review the complaint. To obtain this review, the customer must request the County's review within thirty (30) days of receipt of Contractor's response to the complaint, or within forty-five (45) days of submitting the complaint to Contractor if Contractor has failed to respond to the complaint. The County may extend the time to request its review for good cause.

The County shall determine if the customer's complaint is justified, and if so, what remedy, if any, shall be imposed. The remedy under this section shall be limited to a rebate of customer charges related to the period of breach of any of the terms of this Agreement.

A reference to that portion of the Franchisee's website containing the complaint resolution procedure shall be made on all billing statements.

#### **4.06 Public Education and Community Relations.**

1. **Community Relations Materials.** Any community relations material, other than billing information, from the Franchisee to its customers regarding the services provided under this Agreement, including rates changes, shall be approved in advance, in writing, by the County.

The County may, once each contract year, produce and give Franchisee printed inserts, specified as a sheet no larger than 8½ by 11 inches, which Franchisee will include in Customers' bills or otherwise give to Customers upon County request at no cost to the County. In lieu of mailing the materials, Franchisee may e-mail such materials to Customers that receive bills on-line or have requested electronic communication (if any).

In addition, Franchisee will print public information directed by the County on Customers' bills.

2. **Recycling Materials.** Franchisee will develop and distribute all materials pursuant to Section 6.02.

#### **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 anyone other than the County unless upon lawful demand of a regulatory authority (including law enforcement and courts of law), by Applicable Law or by Customer's authorization. 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 the County or Applicable Law. The foregoing

notwithstanding, the parties hereby acknowledge that franchisee's obligation to comply with applicable law include certain information reporting obligations to CalRecycle as a result of the enactment of AB 901 (Gordon, Chapter 746, Statutes of 2015) and they agree that franchisee's compliance with those requirements or with any other disclosure laws to which franchisee is subject, may require the release, reporting or disclosure of certain customer information and data and franchisee's compliance there with does not violate this agreement or a customer's privacy rights.

In addition, Franchisee will not market, sell, convey, or donate to anyone any list with the name or address of Customers *except* that Franchisee will give that list to the County or someone else as directed by the County. The rights accorded Customers pursuant to this Section are in addition to any other privacy right accorded Customers pursuant to Applicable Law.

Other than as set forth above, Franchisee shall not market or distribute mailing lists with the names and contact information of its customers.

#### **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 in accordance with Franchisee's standard billing and collection practices. Franchisee acknowledges that the County is not obligated to bill or collect Service Fees. Franchisee will not hold the County liable for any under-billings to Customers of Service Fees or delinquent Service Fee payments. Franchisee shall provide itemized bills, distinctly showing charges for all classifications of services, including the charges for late payment and, when applicable, tipping fees. Bills shall be made no less frequently than each quarter, unless otherwise agreed to by Franchisee and its customers. Billings may be mailed at the beginning of the billing period for all services.

**b. Refunds.** Franchisee will refund to Customers any overcharges for Franchise Services the earlier of 2 weeks from the time that Franchisee discovered the overcharge or Customer notified Franchisee of the overcharge. "**Overcharges**" includes: (1) Franchisee's billing errors; and (2) 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. Franchisee acknowledges that the County is not responsible for handling Customer disputes, but the County may intervene to assist in resolving disputes.

**d. Records.** Franchisee will maintain billing records under Section 10.01.

#### **4.10 Description of Customers' Rights.**

Within 30 days of the Commencement Date for existing Customers and prior to the provision of Franchise Services to new Customers, Franchisee will give Customers 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, the form and content of which shall be subject to the review and approval of the Director:

- the scope of Franchise Services provided, including day of collection and arrangements for the collection of Bulky Waste or excess Solid Waste;
- the Service Fee (or, rate);
- Holiday schedules;
- the ability of Customers to terminate their Subscription Order upon oral or written notice to Franchisee without penalty under Section 4.01c1(ii) and c2(ii), and describing their refund rights for pre-paid but unused Franchise Service under Section 4.09b;
- the complaint resolution process or a clear reference to the complaint resolution process on the franchisee's website;
- other information concerning the conditions of service, including, but not limited to, rates, fees, charges, service options, payment options, discounts (if any), service level the Dispute Resolution Protocol, including the name, address and local telephone number of Franchisee; and,
- any other provisions 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.**

The 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 the County. The survey shall include, without limitation, a section rating Franchisee's response to customer complaints. The survey methodology, format and content shall be subject to the prior review and approval of the Director. Nothing in this paragraph shall limit the right of the County to conduct additional surveys. The Franchisee shall reasonably cooperate with the County in such cases. Franchisee may obtain a copy of the results of the survey upon request to the County.

#### **4.12 Performance Review.**

**a. County Review.** From time to time, at its sole discretion, the County may examine Franchisee's operation in order to evaluate whether or not the Franchisee is operating at a satisfactory level of efficiency and customer satisfaction. Franchisee agrees to cooperate in any such examination, and upon not less than thirty six hours notice shall permit County's

representatives to inspect, at Franchisee's principal place of business, or as otherwise may be agreed upon, records and information pertaining to Franchisee's obligations hereunder as the County may reasonably require. Notwithstanding anything to the contrary contained herein, the County's right to review hereunder shall be limited to Franchisee's operations directly undertaken pursuant to this Agreement, and the County shall have no right to review any proprietary or privileged information of the Franchisee nor shall the County retain the records reviewed for this purpose..

**b. Public Review.** Upon providing sixty (60) days advance Notice to Franchisee, the County Board may conduct a public hearing within ninety (90) days of the first anniversary of the effective date of this Franchise Agreement, and not more frequently than every other year thereafter throughout the term of the Franchise Agreement. Said public hearing may review Franchisee's performance and the quality of Franchise Service, provide for technological, economic and regulatory changes in solid waste collection, facilitate recycling programs, promote competition in the solid waste industry, and/or aim to achieve a continuing, advanced solid waste collection system. Franchisee and County may further agree to additional topics for discussion at any such hearing. Franchisee shall attend and participate in the hearing. The County Board may use Records and reports required under Article 10, and other relevant information it may request or obtain, as a basis of its review.

1. Franchisee's Report. In addition to the Records and reports Franchisee is otherwise required to maintain and/or produce, the County may request in the Notice of the public hearing, and Franchisee shall provide at least thirty (30) days prior to the public hearing, a report to County indicating the following:

- (i) All solid waste collection and recycling services reported in solid waste collection and recycling industry trade journals that are being commonly provided on an operational basis, excluding tests and demonstrations, to communities in the United States with comparable populations, that are provided by Franchisee to County;
- (ii) Changes recommended to improve the County's ability to meet the goals of AB 939 and/or other applicable laws; and
- (iii) Any specific plans for provision of such new services by the Franchisee along with the estimated expenses and adjustments to rates necessary to compensate Franchisee for providing such services, or a justification indicating why Franchisee believes that such services are not feasible for the Waste Collection Areas.

**c. County Report.** Within 30 days after the conclusion of the public hearing, the County may issue a report with respect to any material matters raised at the hearings. Among other things, the report may summarize the systems and services review hearing and address services not being provided that the County considers technically and economically feasible. Concurrent with the issuance of any such report, the County and Franchisee shall meet to discuss the potential and feasibility of providing such services and the compensation required to perform such services.

#### **4.13 Enforcement of Franchise.**

The County may, in its sole discretion, enforce the franchise requirement against third party violators, taking into account the cost of doing so and other factors. In addition to the foregoing, Franchisee may independently enforce the rights granted by this Agreement to Franchisee against third party violators (excluding the other franchisee operating pursuant to a Franchise Agreement with County), including seeking injunctive relief, and the County will use good faith efforts to cooperate in such enforcement actions brought by Franchisee. The County will not be liable to Franchisee in any manner, including for any costs or damages such as lost revenues or lost profits, should anyone refuse to subscribe to Franchise Services from Franchisee and/or perform Franchise Services under a Franchise Agreement with the 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 this Agreement, Franchisee will give County notice of that activity.

### **ARTICLE 5. OPERATIONS**

#### **5.01 Routing.**

**a. Route Maps and Account Information.** Within 30 days of the Commencement Date, Franchisee will give the County route maps or narratives containing the following information:

- (1) a general description of each individual route;
- (2) Collection day of the week for each individual route; and
- (3) approximate Collection times (a.m. or p.m.) for route or portion of route

**b. Route Changes.** Franchisee will inform the County of any proposed change in Routing Specifications not less than 15 days prior to the proposed date of implementation or as otherwise agreed to by Franchisee and the Director.

**c. Route Changes Directed by County.** Franchisee acknowledges that in order to provide detailed reporting it may be necessary for waste to be segregated by source location (i.e. City of Bishop, tribal lands, federal land, etc.) Therefore, County may direct Franchisee to establish routes exclusively within said locations. In the event such direction is given, Franchisee agrees to revise routing. If said changes required by County increase operation cost for Franchisee, floor rates will be adjusted per the terms outlined in Section 13.01 (2 iii) of this agreement.

## 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. Franchisee will utilize packer-type, completely enclosed Vehicles unless another type of Vehicle is required by terrain or type of Solid Waste to be hauled. Franchisee will paint and label all Vehicles in a consistent, uniform, and professional manner. All Vehicles will be maintained and operated in compliance with State Minimum Standards.

**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 the County with copies of inspection reports within 10 days of the County's request, or within a longer time as otherwise requested. The County may conduct inspections of Vehicles in connection with any Permits issued by the 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 the County.

**c. Vehicle Identification.** Franchisee will paint its name, toll-free telephone number and a unique Vehicle number on all Vehicles in letters and figures not less than 12 inches high for packer trucks and not less than 6 inches high on other Vehicles, unless otherwise prescribed by State Minimum Standards.

**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. Franchisee shall provide an adequate number of vehicles and equipment to continuously provide Franchise Services. Franchisee may not leave Vehicles loaded with Solid Waste for over 24 consecutive hours.

**e. Equipment.** Franchisee will equip each Collection Vehicle with a fire extinguisher which must be maintained and checked under 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. Should Franchise elect to adopt such a policy, Franchisee will submit copies of re-refined oil invoices to the County upon County request.

**g. Service Assets.** Franchisee will prepare a Service Asset Inventory under Exhibit 5.02g.

### 5.03 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, including but not limited to those prohibiting discrimination in employment.

**b. Compliance with Law.** Franchisee will comply with all applicable labor laws, including keeping records of compliance with the Federal Immigration and Control Act of 1986. Failure to comply with Applicable Law (such as a citation or failure-to-abate notice from the California Division of Occupational Safety and Health) is a material breach of this Agreement.

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

**d. 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 implement the Unpermitted Waste Screening Protocol so as to identify and to not 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 the County at Franchisee's Office during Office Hours.

### 5.04 Unpermitted Waste.

Except as explicitly set forth herein, Franchisee shall not knowingly collect, handle, process, transport, arrange for the transport of, or dispose of Unpermitted Waste. Franchisee shall keep current with, and maintain compliance with, the laws and regulations applicable to Unpermitted Waste. As part of that effort, Franchisee will comply with the Unpermitted Waste screening, identification and prevention protocol ("**Unpermitted Waste Screening Protocol**") as reflected in Exhibit 5.06. If Franchisee delivers Unpermitted Waste to the Designated Disposal Facility or a Diversion Facility, Franchisee will arrange for proper disposal under Applicable Law and/or cooperate with the facility owner or operator with respect thereto. Except for arranging for the proper disposal of Unpermitted Waste delivered to the Designated Disposal Facility or Diversion Facility by Franchisee and/or cooperating with the facility owner/operator related thereto, if Franchisee complies with its obligations pursuant to the Unpermitted Waste Screening Protocol, and Unpermitted Waste is delivered to the Designated Disposal Facility or

Diversion Facility, Franchisee shall have no responsibility or liability associated with such Unpermitted Waste. The facility owner or operator shall look solely to the Customer/generator of such Unpermitted Waste.

The County reserves the right to contract with other Persons to collect, dispose of, divert, and otherwise handle Unpermitted Waste.

## **ARTICLE 6. DIVERSION**

### **6.01 Diversion Reporting.**

**a. Reporting and Substantiation of Diverted Materials.** Franchisee will report the amount of Diverted Recyclables to the County in its Quarterly Report or as otherwise more frequently required by the Act or Applicable Law. Franchisee will include:

- (1) the date of diversion,
- (2) the quantity (by each type) of those materials expressed in cubic yards, pounds, or tons,
- (3) the community or project where the materials originated, and
- (4) the name and telephone number of the material recovery facilities or composting sites to which Franchisee delivered the materials 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 the County on a quarterly basis the amount of Solid Waste contained within Diverted Recyclables that was separated from the Recyclables. 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 the 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), Franchisee will respond to the County’s questions and provide additional clarifying documentation as soon as possible, but in all events within 30 days from the date the County submits written questions to Franchisee.



## 6.02 Additional Programs

**a. Recycling Services.** This Agreement contemplates that, as part of the franchise, Franchisee shall be required to offer Waste Recycling Handling Services to its customers in the near future at a date to be determined by the County, and that its right and obligation to do so will form a part of this Agreement.

The parties acknowledge that the awarding of a Waste recycling Handling Services agreement is non-exclusive and that in the event that the current providers are incapable of providing the service at a reasonable cost as determined by the County or have not demonstrated to the County's satisfaction the ability and/or willingness to provide said service at a reasonable cost to subscribers, as determined by the County this will be deemed an unmet need and in accordance with Section 3.04, the County may enter in additional Agreements of a nature similar to this Agreement with other Persons to provide Waste Recycling Handling Services.

Selection of the specific Waste Recycling Handling Services that shall be offered to residential, commercial and industrial customers, the method of providing those Waste Recycling Handling Services, and the corresponding revision of the floor rate shall be determined in cooperation with the County and are subject to County approval. At a minimum, such Waste Recycling Handling Services shall include the collection and transportation of recyclable waste materials from the premises of such residential, commercial and industrial customers to the processing location or point of sale.

The County may specify the processing location or point-of-sale for any recyclable material it directs to be collected. County acknowledges that any decision to exercise its right to control the Solid Waste Stream, may increase Franchisee's Direct Costs which may justify an increase to Franchisee's Service Fees. In any such event, Franchisee shall request a Pass-Through Cost Adjustment in the same manner by which a request is made for a Change in Law as set forth in Article 12,01.c,2 of this Agreement.

At such time as the Board of Supervisors determines the recycling services that are to be provided, and has selected a date or dates for the implementation of such services, the Waste Recycling Handling Services and implementation dates shall be set forth in Exhibit 4.06. At such time as the County provides Notice to Franchisee of its decision to incorporate Waste Recycling Handling Services in this franchise, Franchisee shall thereafter perform all education, outreach, monitoring, and reporting for all commercial solid waste and multi-family properties as required by AB 939 and AB 341, which shall include online and print materials. All materials and proposed educational activities shall be submitted to the County for approval prior to distribution. These activities shall include educating commercial solid waste and multi-family customers regarding the mandatory recycling requirements of AB 341, and notifying non-compliant commercial solid waste and multi-family customers at least semi-annually.

Upon the beginning of Waste Recycling Handling Services, Franchisee shall be an Authorized Recycling Agent of the County within the meaning of Public Resources Code Section 41950. All recyclable materials placed for collection at curbside (for a residential curbside collection

program), or placed at the designated collection location (in the case of a commercial or industrial entity), are the property of the Franchisee in accordance with Public Resources Code Sections 41950(c) and 41951(c).

**b. Expansion of Services.** The County may direct Franchisee to submit proposals for additional programs, including diversion programs, necessary in the County's opinion to meet any required diversion goal or other goal. If necessary, prior to implementation of said necessary programs, the Parties will enter into good faith negotiations for at least 30 days following the date the County directs Franchisee to submit a program proposal. If the Parties cannot reach agreement regarding implementation terms within thirty (30) days, the County may, at any time and in its sole discretion, independently implement programs itself or through a third Person.

## **ARTICLE 7. SOLID WASTE DISPOSAL**

### **7.01 Transportation to Designated Disposal Facility.**

**a. County May Control Waste Stream.** County has the right, in its sole discretion, to control the disposal and diversion of all Solid Waste, including recyclables, generated within the Waste Collection Areas (the "Solid Waste Stream"). Accordingly, the County has the right, upon 30 days' Notice to Franchisee to:

- (1) direct the Solid Waste Stream to be disposed of at, or diverted to, any Disposal or Diversion Facility;
- (2) market and process Recyclables generated within the Waste Collection Areas.

County acknowledges that any decision to exercise its right to control the Solid Waste Stream, may increase Franchisee's Direct Costs which may justify an increase to Franchisee's Service Fees. In any such event, Franchisee shall request a Pass-Through Cost Adjustment in the same manner by which a request is made for a Change in Law as set forth in Article 12.01,c,2 of this Agreement.

**b. Designated Disposal Facility.** Except as otherwise directed by County pursuant to Section 7.01a above, Franchisee will transport and deliver all Solid Waste, except for Recyclables that it diverts, to a Designated Disposal Facility, including:

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

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

## 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 the County, the 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, the 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, negligent act, error or omission, or the willful misconduct of the Franchisee; or

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

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; or

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.

**b. Exclusion.** Notwithstanding anything contained herein to the contrary, Franchisee will not be required to defend, release, indemnify and hold harmless the County (or any other party) to the extent any Liabilities are due to the: (i) negligence or willful misconduct of the County and the Persons described in the definition of "County" in Exhibit 1.01 or any other third-party not under the control of Franchisee, (ii) violation of any law, rule, regulation, order, permit, or license by County, any of the Persons described in the definition of "County" in Exhibit 1.01, or any other third-party not under the control of Franchisee, or (iii) to the extent prohibited by law.

**c. Cooperation with County's Counsel.** The 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 the County's defense.

**d. Liability Transfer.** The indemnity in subsection a is intended to operate as an agreement pursuant to Section 107(E) of the Comprehensive Environmental Response and Liability Act ("CERCLA"), 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify the County from liability in accordance with this Section.

**e. Unpermitted Waste.** For waste other than that collected from County facilities, Franchisee hereby releases and will not seek contribution or compensation of any nature from County for Liabilities relating to Unpermitted Waste arising from franchisee's performance under this agreement, 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 the County may establish or set aside, from the proceeds of the Franchise Fee or otherwise, or maintains to cover Liabilities arising from franchisee's performance under this agreement relating to Unpermitted Waste, which established fund or reserve the 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 under the County's existing gate fee schedule and Gate Fee Administration Policy, as the County may amend those fees or policy from time to time. If the County directs waste to a Disposal Facility not owned by the County, it reserves the right to pay those disposal costs directly and adjust the Franchisee's rates accordingly.

## **ARTICLE 8. MISCELLANEOUS SERVICE PROVISIONS**

### **8.01 Emergency Services.**

**a. Franchisee Performance During Emergency.** During emergency situations, as determined by the Director, other than those set forth in Section 14.08 below, within 24 hours of Notice from the County, Franchisee will provide emergency services beyond the scope of Franchise Services at the times and to the extent directed by the 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. The County will compensate Franchisee for those services at rates reasonably set by Franchisee, which shall include, without limitation, reimbursement for all costs and expenses incurred by Franchisee in providing such emergency services and profit thereon. Notwithstanding anything contained herein to the contrary, Franchisee shall have the right to determine (in its reasonable discretion) the timing and nature of such emergency services, based on any and all relevant factors, including, without limitation, the safety of Franchisee's employees and equipment, and the safety of the Customers, and the feasibility of performing such services. Notwithstanding anything contained herein to the contrary, nothing herein shall limit the County's emergency services authorities as specified in County code or State or Federal law.

**b. County Performance During Emergency.** County may perform Franchise Services during an emergency as set forth in Section 14.08 below.

## **8.02 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, 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 the County is authorized to make all necessary and reasonable rules and regulations regarding all aspects of Solid Waste Handling Services, including Franchise Services. Notwithstanding the foregoing, the County agrees that it shall not make any rules or regulations which materially change the County's or Franchisee's rights hereunder. Franchisee agrees to comply with any and all such rules and regulations.

County acknowledges that any decision to exercise its right to change rules or regulations may increase Franchisee's Direct Costs which may justify an increase to Franchisee's Service Fees. In any such event, Franchisee shall request a Service Fee adjustment in the same manner by which a request is made for a Change in Law as set forth in Section 12.01.e.2 of this Agreement.

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. However, the 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 the 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, 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. 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 the County.

**d. Fines and Penalties.** Franchisee shall be responsible for payment of any and all fines and penalties imposed on Franchisee, except to the extent resulting from the acts or omissions of the County (including, the acts and omissions of County's employees, representatives, officials, and agents), Customers, or any other third party not under the control of Franchisee.

### **8.03 Cooperation with Waste Studies.**

Franchisee will cooperate with the 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 the County on any and all Customer waste assessments, including providing information in its Records on volume and characterization of wastes generated by Customers.

### **8.04 Waste Audits.**

Franchisee shall conduct waste audits at the request of County where such waste audits are necessary to enable County to comply with the requirements of federal or state law. The results of such audits will be memorialized on forms either designed or approved by the County. The purpose of the audit will be to identify volume and characteristics of solid waste being generated by the customer. A copy of the audit shall be provided by the Franchisee to the customer, the County, and to Franchisee's own files.

### **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 whether developed directly or indirectly by the County or Franchisee, are owned and may be used by the County without limitation or restriction. Other work products (whether computerized, written, printed or photographic) developed by the County or Franchisee in connection with Franchise Services, whether developed directly or indirectly by the County or Franchisee, may be used by the County. 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 the County.

### **8.06 Recycled Materials.**

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

### **8.07 Responsiveness to County.**

- a. Contact Person.** Franchisee shall designate a "government liaison" person who shall be primarily responsible for working with the Director or his/her designee to address routine / day-to-day issues related to this Franchise Agreement.
- b. Return of Communications.** Except as otherwise required herein, Franchisee will return telephone calls from the County to the person who made that call during County Office Hours no later than the next County Working Day. Franchisee will

respond to all e-mails from the County within 2 County Working Days of receipt and will respond to other written correspondence from the County within 7 days of receipt thereof.

- c. **In Person Meetings.** Franchisee will meet with the County during County Office Hours within one week of the County's oral or written direction at County offices or other location directed by the 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 Franchise Services. The person attending these meetings on behalf of Franchisee shall be vested with sufficient authority to make decisions binding on Franchisee.

#### **8.08 Changes in Scope or Specifications of Franchise Services.**

a. **Directions and Proposals.** The County may direct Franchisee to submit proposals for changes in the scope of specifications of Franchise Services or Franchise Obligations, such as mandatory commercial recycling programs. If necessary, the Parties will enter into good faith negotiations for at least 30 days following the date the County directs Franchisee to submit a proposal. If the Parties cannot reach agreement regarding the cost and corresponding rates associated with the proposal within 30 days, the County may independently implement programs itself, with another franchised hauler or through a third Person.

**8.09 Failure to Report.** The refusal, failure or neglect of the Franchisee to file any of the reports required, or to provide material information to County, or the intentional inclusion of any materially false or misleading statement or representation made knowingly by the Franchisee shall be deemed a material breach of the Franchise Agreement, and shall subject the Franchisee to all remedies, legal or equitable, which are available to the County under this Agreement.

### **ARTICLE 9. INTENTIONALLY OMITTED**

### **ARTICLE 10. RECORDS AND REPORTING**

#### **10.01 Intent and Review.**

Franchisee acknowledges that the County entered into this Agreement, among other reasons, to provide Customers and the County with improved Collection Services while maintaining the benefits of open competition. Franchisee further acknowledges that, in order that the County may better evaluate Franchisee's performance under this Agreement, Franchisee has obligated itself to maintain Records and timely submit reports under this Article. Franchisee's failure to adhere to any requirement of this Article shall be considered a material breach of this Agreement.

## 10.02 Records

**a. Maintenance.** Franchisee shall maintain in its principal office in the County, a proper set of books and records on an accrual basis, and an annual financial statement in accordance with generally accepted accounting principles, accurately reflecting the business done by it under this Agreement including items listed in Exhibit 10.01a.

Franchisee shall maintain all records relating to the services provided hereunder, including, but not limited to, customer lists, billing records, route maps, AB 939 records, and customer complaints for a period of three (3) years from the date of the generation of each such record.

**b. County Inspection and Audit.** Upon ten (10) business days' advance Notice by the County, Franchisee will make Records which reasonably relate to the Franchisee's compliance with the provisions of the Franchise Agreement available to the County or County's designee(s) for inspection or audit at Franchisee's Office during Office Hours. To the extent the County inspects and/or otherwise obtains Customer information from Franchisee, the parties agree that Franchisee's customer lists, route maps/route listings, service records and other operating statistics are a valuable trade secret of Franchisee and are exempt from disclosure under the Public Records Act.

The County agrees to hold financial statements delivered pursuant to this section as confidential and shall not disclose the same unless and to the extent disclosure is required pursuant to applicable law. Nothing in this section will prevent County from allowing public access to County's records as required by law, and in the event any dispute arises as to the public access to information provided by Franchisee under the terms of this Agreement, the County shall, in its discretion, provide public access to said information according to law or tender the defense of any claims made against the County concerning said information to Franchisee. Prior to releasing any information pursuant to this paragraph, County shall make a good faith effort to notify Franchisee of the intended release.

County shall not make or retain copies or photocopies containing Franchisee's confidential financial and business records pertaining to the establishment of rates and payment of franchise fees without executing a confidentiality agreement providing that County shall hold and keep such copies and photocopies confidential. The confidentiality agreement shall be negotiated in good faith between the County and Franchisee, and commemorated in a separate legally binding document.

Notwithstanding anything contained herein to the contrary, the County shall have no right to review, audit, inspect, or copy any of Contractor's: (i) confidential, proprietary, or privileged information (as determined in Contractor's reasonable discretion), or (ii) information or records concerning operations outside of the services provided pursuant to this Agreement as agreed to by both parties.



Where the 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, the County may require that Franchisee give the County custody of any or all Records and that those Records and documents be maintained in the County Office of the Recycling and Waste Management Department. In that event, access to said Records will be granted to any Person duly authorized by Franchisee.

**c. Requested Floor Rate Increase.** In the event that Franchisee requests an increase in the floor rates in order to maintain a reasonable rate of return, the County or County's agents shall be entitled to examine the books, records and financial statements of Franchisee and its affiliates pertaining to operations not regulated by the County for the sole purpose of gathering information necessary to allow the agents to ascertain whether income, expenses, assets and liabilities are reasonably and consistently allocated among operations regulated by County and those not regulated by the County. For review of books and other financial records necessary to verify Franchisee's income, expenses, assets and liabilities, "Agent" shall mean an independent certified public accountant or public accountancy firm designated by County.

Franchisee may request that rather than using County staff that the County appoint an Agent. The County will honor said request, however, all additional costs of employing an Agent will be borne by Franchisee.

Information gained from examination of records pertaining to operations not regulated by the County shall be treated by the County and its agents as proprietary and confidential trade secret information exempt from disclosure under the Public Records Act. County or County's agents shall prepare a confidential report regarding the results of their examination of Franchisee's non-regulated operations and transactions with affiliates. County or County's agent shall issue its report on Franchisee's non-regulated operations and Franchisee's transactions with affiliates to County's counsel, and said report shall remain confidential, except that the dollar amount and general description of any costs that County or County's agent recommends be disallowed shall be disclosed to County's governing body. If Franchisee appeals the conclusions of said report to County's governing body, Franchisee shall decide what portions, if any, of said report shall be disclosed to County's governing body. County's governing body shall then consider Franchisee's request for increase in the rate, but may, in its discretion, limit its consideration to that information the Franchisee has made public, or deny said request if in the County's reasonable discretion inadequate information has been disclosed to County's governing body to make an informed decision on the request.

**d. County Review of Financial Statements.** County and/or its agents and consultants may review any 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 a, b, and c. If that review gives rise to any questions or differences of opinion regarding Franchisee's compliance with this Agreement, Franchisee and its accountant(s) will meet with the County and its consultant, if any, to discuss the issues involved within 14 days of County's direction.

## 10.02 Reporting.

**a. Quarterly.** Franchisee will submit Quarterly Reports to the County no later than the first day of the second 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 no later than May 1). Quarterly Reports must be in the form directed or approved by the County and contain, at a minimum, the information listed in Exhibit 10.02a, including information needed for the County to prepare Quarterly Reports required under Applicable Law with respect to recycling and Diversion of Solid Waste in the County, the County's compliance with its solid waste facility permits, and quarterly taxes due and payable to the California Board of Equalization.

**b. Annual.** Franchisee will submit Annual Reports to the County on or before February 15 of each Contract Year in the form directed or approved by the 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 the County.

## ARTICLE 11. INSURANCE, INDEMNIFICATION AND PERFORMANCE ASSURANCES

**11.01 Insurance.** Franchisee 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 Franchisee, his agents, representatives, employees or subcontractors.

### **a. MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Franchisee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.

3. 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 Franchisee 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 Franchisee. 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 Franchisee 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 Franchisee'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 Agreement, the Franchisee's insurance coverage shall be primary coverage 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 Franchisee's insurance and shall not contribute with it.

### 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

Franchisee hereby grants to County a waiver of any right to subrogation which any insurer of said Franchisee may acquire against the County by virtue of the payment of any loss under such insurance. Franchisee 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. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Franchisee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to

provide, that the self-insured retention may be satisfied by either the named insured or County.

6. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

7. Claims Made Policies

If any of the required policies provide claims-made coverage:

- i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Franchisee must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

8. Verification of Coverage

Franchisee shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause.. All certificates and endorsements 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 Franchisee's obligation to provide them.

9. Special Risks or Circumstances

County reserves the right to require reasonable modifications to the insurance requirements of this Section 11.01, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances

**11.02 Franchisee Indemnification, Release/Hold Harmless and Defense.**

**a. Defense and Indemnification.** Franchisee will indemnify, defend with counsel approved by the County, protect and hold harmless the County from and against all Liabilities paid, incurred or suffered by, or asserted against, the County that result or are claimed to have resulted directly or indirectly by Franchisee's actions or inactions related to this Agreement, including the following:

1. Franchisee Negligence or Misconduct: the wrongful, willful or negligent act, error or omission, or the misconduct of the Franchisee and the Persons described in the definition of "Franchisee" in Exhibit 1.01;

2. Intellectual Property: 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;

Franchisee will not, however, be required to reimburse or indemnify the County or any other person pursuant hereto, to the extent any Liabilities are due to: the sole negligence or willful misconduct of, or violation of any law, rule, regulation, order, permit, license, or ordinance by the County or any of the Persons described in the definition of "County" in Exhibit 1.01.

**b. AB 939 Indemnification.** Subject to the provisions of Public Resources Code Section 40059.1, Franchisee will further indemnify, defend with counsel approved by the County, protect and hold harmless the County from and against any and all fines, penalties and assessments levied against or threatened to be levied against the County for the County's failure to meet the requirements of AB 939, its amendments or any successor legislation and/or all rules and regulations promulgated thereunder, but only to the extent, said failure results from Franchisee's failure to comply with the express provisions of this Franchise Agreement and/or Franchisee's failure to comply with said laws, rules or regulations binding on Franchisee, including but not limited to failing to timely supply the County with documentation needed in order to comply with AB 939. However, Franchisee shall not be obligated to indemnify County for fines or penalties caused by County's modifications of Franchisee's information, by a change by the County in the scope of work hereunder which materially and negatively affects the ability of Franchisee to perform diversion activities, or by County's own acts or omissions which result in County's failure to provide timely reports to the state. In addition, the Franchisee's duty to indemnify under this Section is subject to the following restrictions:

1. The Franchisee's obligation to indemnify the County shall not be enforceable to the extent the penalty imposed on the County is based upon the failure of the County to establish and maintain a source reduction and Recycling element pursuant to Sections 41000 et seq. of the Public Resources Code.

2. No payment required under the Franchisee's obligation to indemnify the County may exceed that portion of any penalty assessed by CalRecycle against the County that was caused by Franchisee's failure to comply with an express obligation or requirement of this Agreement. Further, the Franchisee shall not be liable under the indemnity obligation to the extent that the Company's failure to comply resulted from County's action or failure to act, determined as a result of judicial review, hearing or appeal to CalRecycle.

### **11.03 Letter of Credit/Performance Bond.**

**a. Conditions of Letter of Credit or Performance Bond** - In the event Franchisee fails to make timely payment of any Franchise Fees owed to County, County may require Franchisee, in addition to paying any payment and/or penalty required, to provide for the issuance of an irrevocable direct pay letter of credit or a performance bond as described below (Franchisee shall be entitled to select whether it provides a letter of credit or performance bond).

**1. Letter of Credit** - A letter of credit shall be issued by a bank approved by the County for the benefit of the County, under which the County is authorized to draw, in one or more drawings, an aggregate amount of fifty thousand dollars (\$50,000) upon the occurrence of an Event of Default or Franchisee's failure to timely pay any County Payment Obligation. All interest from said letter of credit shall be payable to Franchisee. The expiration date of the Letter of Credit must be no less than the Term or if subject to renewal, provide the County with 30 days advance notice of non-renewal. The Letter of Credit will expire on the date on which the Bank receives a certificate from the 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 is subject to approval of County in its sole discretion. The Letter of Credit must be transferable to any successor or assign of the County.

**2. Performance Bond** - An irrevocable, annually renewable performance bond for the faithful performance of Franchisee's payment obligations hereunder (the "Performance Bond"). The Performance Bond shall be in the amount of fifty thousand dollars (\$50,000). The County shall be authorized to draw, in one or more drawings, on the Performance Bond upon the occurrence of Franchisee's failure to timely pay any County Payment Obligation in accordance with the terms hereof.

**b. County Withdrawals** - After thirty (30) days following Franchisee's failure to pay the County an amount owing under this Franchise Agreement plus interest at the rate of fifteen percent (15%) per annum, the letter of credit or performance bond may be assessed by the County upon five (5) days' prior written notice to the Franchisee for purposes including, but not limited to:

1. Failure of Franchisee to pay the County sums due under the terms of the Franchise Agreement;
2. Reimbursement of costs borne by the County to correct Franchise Agreement violations not corrected by Franchisee, after due notice; and
3. Monetary remedies or damages assessed against Franchisee due to breach of Franchise Agreement.

The Franchisee shall deposit a sum of money sufficient to restore the letter or bond to the original amount within thirty (30) days after notice from the County that any amount has been withdrawn.

## **ARTICLE 12. SERVICE FEES**

### **12.01 Service Fees.**

#### **a. Setting Rates, Charges, and/or Floors.**

Franchisee understands and acknowledges that in establishing this, and other permissible Franchise Agreements, the County intends to retain and preserve its ability to allow for competition in the market place to obtain the best services at the lowest costs for residents and businesses and choose not to set Service Fees, other than Service Fee floors, for the provision of Franchise Services pursuant to this Agreement.

Franchisee further understands and acknowledges that at present, the County has chosen to establish Service Fee floors for the provision of Franchise Services pursuant to this Agreement, but that makes no warranty that it will continue to use the floor rate fee methodology for the term of this Agreement. The decision of whether to regulate fees, not regulate fees, or continue setting floor rates rests solely and exclusively with the County. Current Service Fee floors are identified in Exhibit ??, and may be adjusted as set forth below.

Notwithstanding the above, the Board of Supervisors may also choose to fully set and regulate all rates and charges assessed by Franchisee for any and all services and activities it performs or engages in the Waste Collection Areas pursuant to this Franchise Agreement without the benefit of Service Fee floors. Furthermore, if the Board of Supervisors determines to regulate the rates of only some of Franchisee's services and activities, that decision shall not be construed as a waiver of the County's rights to regulate the rates or charges assessed by Franchisee for services not so regulated. The process for setting rates, charges, and/or Service Fee floors, is described in 12.01 (d).

#### **b. Service Fee Floors.**

The County currently chooses to employ Service Fee floors. As long as the County chooses to maintain Service Fee floors, Franchisee will not charge Service Fees for the Franchise Services under this Agreement that are less than those Service Fees listed in Exhibit 13.01a, except for existing Agreements as set forth below.

Existing Agreements. Franchisee may charge Service Fees below those set forth in Exhibit 13.01a to Commercial Customers having Existing Agreements containing Service Fees which are currently less than those set forth in Exhibit 13.01a, provided that Franchisee furnishes a copy of the Existing Agreement to the County, the County verifies the Existing Agreement, and the Existing Agreement is listed in Exhibit 13.01. This exception applies only for the current term of the Existing Agreement, excluding any extensions, renewals, or roll-overs.

#### **c. Annual Service Fee Floor Adjustments.**

The Board of Supervisors will adjust Service Fee Floors upward or downward, in the manner described below:

1. *(CPI Adjustment.* Commencing on January 1, 2020 and on the same date annually thereafter (the “Adjustment Date”), the portion of the Service Fee Floor rates not associated with tipping fees will be adjusted to account for annual inflationary increases in an amount equal to the annual percentage change in the Consumer Price Index (CPI) All Urban Consumers, Garbage and Trash Collection Component. This annual cost of living adjustment (the “COLA” adjustment) shall be equal to one hundred percent (100%) multiplied by the average of the month to month change in the CPI for the 12 month period ending nearest, but at least 60 days prior to, the date the COLA adjustment is to take effect.
2. *Pass-Through Costs Adjustment.* At the same time as the CPI Adjustment is considered the Service Fee Floor rates shall also be adjusted to account for Franchisee’s increased or decreased pass through costs as defined in Section 13.01 d 2 during the Term of this Agreement (including, without limitation, increases to the Franchise Fee) such that cost changes shall be “passed-through” to Franchisee’s customers in the form of floor rate adjustments.

**d. Alternative Service Fee Floor Adjustment**

Prior to December 1 of each year any Franchisee who believes the CPI Adjustments either understates or overstates actual local cost of doing business may request the Board of Supervisors consider adjustments to the Service Fee floor using the rate-setting model described in Section 12.01 e below in lieu of the CPI Adjustment and Pass-Through Cost Adjustment specified herein. The decision to implement the rate-setting model described Section 12.01 e below shall be made exclusively and solely by the Board of Supervisors at a public meeting. As such, the Franchisee requesting application of the alternative rate-setting model Section 12.01 e should fully substantiate its reasons for making the request at the time the request is filed. The Board of Supervisors may also decide, on its own volition to employ the rate setting methodology described below. If the Board of Supervisors decides to employ the rate-setting methodology described in Section 12.01 e on its own volition or at the request of a Franchisee, no rate increases or decreases will be granted until the County completes its analysis of the cost components described in Section 12.01 e and the Board of Supervisors acts on the increase or decrease in rates.

**e. Rate Setting.** Beginning on January 1, 2020 at any time thereafter, the Board of Supervisors may fix Service Fees, or make Annual Service Fee Floor Adjustments, based on its review and approval of the following cost components. If the County intends to recommend that this rate-setting methodology be employed absent a written request described in Section 12.01 d above, the County shall provide notice to all Franchisees at least 45 days prior to the end of the calendar year.



1. Operating Costs. Operating costs used to determine rates include solid waste collection, processing, transfer and disposal costs. Operating costs shall include reasonable salaries and bonus compensation for all officers of Franchisee that are actively involved in the management of Franchisee's business activities. Operating costs shall exclude the following:

- i. Income taxes;
- ii. Payments to affiliates of Franchisee other than reasonable compensation for goods or services rendered;
- iii. Entertainment expenses;
- iv. Fines and penalties;
- v. Cost of repairs due to operator negligence;
- vi. Charitable and political donations;
- vii. Expenses not associated with solid waste operations franchised under this Agreement;
- viii. Unreasonable expenses in kind or amount;
- ix. The principal portion of any loan repayments; and
- x. Any other costs disallowed under the terms of this Agreement.

2. Pass-Through Costs. Pass-through costs shall be allowed as an expense for purposes of setting Franchisee's collection rates, but shall not be included as an eligible cost for purposes of calculating Franchisee's profit margin. The following adjustment shall also be considered at any time upon a request by Franchisee. The Board of Supervisors 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 in this Section. Pass-through costs include the following:

- i. The Franchise Fee set pursuant to this Agreement;
- ii. The cost of any other cost or fee, except for fines and penalties, imposed on Franchisee by the County;
- iii. Cost increases associated with a change and/or increase in the level of service required of Franchisee through this Agreement or change of terms in this agreement;
- iv. Any changes in law, regulations, taxes or designated disposal sites which change the contractor's expenses; and
- v. Fees, surcharges, and other amounts collected by Franchisee as agent of the County or other federal, state, or local agency.

3. Allowed Profit. The Franchisee shall be entitled to a reasonable profit on its operating costs established in the sole discretion of the Board of Supervisors.

4. If, after negotiating the rate setting mechanism in Section 12.01(d), Franchisee is not satisfied that the rate provides for an adequate profit, Franchisee may terminate the Agreement upon providing the County 45 days notice.

5. Special Circumstances Floor Fee Adjustments. The following adjustment shall also be considered upon a request by Franchisee. The Board of Supervisors 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:

The parties acknowledge there may be infrequent extraordinary events which, although they do not prevent either party from performing and thus do not implicate the Force Majeure provisions hereof, nevertheless increase the cost of providing service such that Franchisee's compensation and the rate adjustment mechanism provided in this Agreement result in Franchisee's suffering losses which are substantially outside the commercially reasonable expectations of the parties. The obligation of the parties in such event is to act reasonably toward each other in arriving at an appropriate adjustment in rates. Accordingly, and at its option, the Franchisee may request a special circumstance rate review should an event or circumstance arise which negatively impacts the economics of operating pursuant to this agreement and which is in excess of the rate adjustment resulting from the application of the annual adjustment formula set forth hereinabove. It is understood that the Franchisee shall have the burden of demonstrating to the reasonable satisfaction of the County the basis for the request. The County may also initiate a special circumstance rate review at its option.

The rate adjustment after a special circumstances rate review may result in a rate increase, a rate reduction or no change in rates. All pertinent information must be submitted to Director for review and subsequent approval by the Board of Supervisors. The costs of a special circumstance rate review shall be borne by the party requesting such review.

If an increase in cost results from the Alternative Service Fee Adjustment Method whether initiated by Franchisee or by the Board of Supervisors, at least 6 weeks prior to the implementation, Franchisee will give written notice of increases to each Customer in a form satisfactory to the County.

**e. Notice of Rate Setting Hearing.**

If the Board of Supervisors determines to fix Service Fees, other than adjusting floor rates, Franchisee shall provide written notice to each rate payer in a form approved by the County, of the time, date and place of each hearing set by the Board of Supervisors to set rates. Franchisee shall provide said notice at least ten (10) but no more than sixty (60) days prior to such date and the expense therefor shall be included in the rate base.

At least four (4) months before the effective date of any rate increase (other than one based solely on a landfill disposal cost increase) proposed by Franchisee, Franchisee shall submit to the Board of Supervisors a rate application in a form to be determined by the Board of Supervisors, which shall include proposed collection rates and revenues and operating cost and pass-through cost projections for the upcoming two-year period, which projections shall have a reasonable factual basis. Rates shall be set with the intent to reimburse Franchisee for its allowed operating and pass-through costs and allowed profit. The parties recognize that the Board of Supervisors shall use its best judgment and discretion in evaluating Franchisee's projections and may make adjustments, with a reasonable factual basis, in Franchisee's projections of its operating costs and pass-through costs and in setting rates. By this Agreement, neither the County nor its governing body or staff agree, guarantee or warrant that such projections or adjustments will be accurate, or that Franchisee will, in fact, achieve reimbursement of all of its operating costs or pass-through

costs, or that Franchisee will achieve its projected profit margin. Franchisee expressly assumes the risk that its costs may be higher than projected in the rate setting process and that its revenues may be lower than projected.

## **12.02 Franchise Fee Payable by Franchisee.**

1. Amount. In consideration for County's granting Franchisee the franchise described in Section 4.01, Franchisee will pay the County the Franchise Fee equal to 10% of the Gross Revenues received from providing the Franchise Services, commencing with revenues billed for and received after April 1, 2019, but excluding Gross Revenues received from providing the Franchise Services pursuant to an Existing Agreement listed in Exhibit 13.01a. Said Franchise Fee shall satisfy any obligation Franchisee has to pay pursuant to Inyo County Code Chapter 7.08. The County may change the applicable Franchise Fee upon at least sixty (60) days' Notice to Franchisee.

2. Payment. Franchisee will pay the Franchise Fee quarterly, no later than the fifteenth day of the second month immediately following the Quarter in which Franchisee rendered Franchise Services, (for example, for the quarter ending on March 31, payment is due no later than May 15). With payment, Franchisee will additionally provide:

- (1) documentation in form and detail satisfactory to the Director showing the basis for calculating the franchise fee, together with additional information to calculate or verify the franchise fee that the Director may determine to be necessary; and
- (2) a representation and warranty as follows: "I represent and warrant by and on behalf of Franchisee, under penalty of perjury in the State of California, that, to the best of my knowledge and belief, the Franchise Fee and accompanying documentation supporting such Franchise Fee are 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 the County from taking additional measures and actions to collect franchise fees actually due and payable.

3. Late Payment Charges. If payment is not received in accordance with subsection a2, then Franchisee shall pay interest equal to fifteen percent (15%) per annum, or at the maximum interest rate permitted under California law, whichever is lower, of the total of the unpaid monthly charges. Said late payment charges shall not be recoverable through rate setting. Late payments received shall first apply to the late payment charge(s) and then to the outstanding principal balance of the unpaid monthly charges, with payments made toward the oldest balance(s) first.

Failure to submit payment in full of the franchise fee within ninety (90) days after the due date shall be an event of Default, unless the director agrees in writing to extend the time for payment.

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

- (1) the amount of the understated Franchise Fee plus the late payment charges provided in subsection a3 within 30 days following the County's submission of the results of the audit to Franchisee, and
- (2) if the County's audit demonstrates that the Franchise Fee paid by Franchisee was understated by greater than 2%, the County's Reimbursement Cost to conduct the audit.

Said costs shall not be recoverable through rate setting.

### **12.03 Franchise Fee Disputes.**

**a. County's Notice of Dispute.** If the County disputes any amount calculated by Franchisee under Section 12.02, the 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 7 days of receiving the County's Notice, Franchisee will respond to the County's dispute and supply any requested information. If Franchisee does not respond within said time, it will be deemed to concur with the County. If Franchisee concurs or is deemed to concur, it will promptly amend the disputed invoice.

**c. Dispute Resolution.** If the County disagrees with Franchisee's response and the County and Franchisee cannot reach agreement during an ensuing 15-day period following the Franchisee's response, the Parties agree to attend mediation where, each Party agree to negotiate in good faith a resolution to the dispute. The mediator shall be mutually agreed, and such mediator's fee shall be shared equally by the Parties. If, after such mediation, the Parties are still unable to resolve their dispute, each Party may avail itself of any remedies available to such Party under this Agreement, at law, in equity, or otherwise.

**12.04 No Other Fees or Gratuities.** Franchisee shall not, nor shall it permit any agent, employee, affiliate, sub-contractor employed by it, to request, solicit, or demand, directly or indirectly, any compensation or gratuity for the collection of solid waste otherwise required to be collected under this Franchise Agreement.

## ARTICLE 13. BREACHES, DEFAULTS, DAMAGES AND OTHER REMEDIES

### 13.01 Certain Breaches and Damages.

**a. Notice and opportunity to correct.** The County entered into this Agreement with Franchisee in part based on Franchisee's demonstrated abilities, service quality, and responsiveness to Customers' and the County's needs. It is the 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, the County may, in its sole discretion, provide written notice to Franchisee of any Event of Default or failure by Franchisee to satisfy the obligations set forth in this Agreement of which the 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 the County shall not pursue additional remedies for that occurrence.

**b. Franchisee Reports.** In each Quarterly Report, Franchisee will certify to the 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 30 days of submitting its Quarterly Report, pay damages listed in Exhibit 14.01 for each failure occurring after the first 6 weeks following the Commencement Date.

**c. County Notice.** If the County becomes aware at any time that Franchisee has not fully and timely met its Performance Obligations then the County may provide Franchisee with a Notice, in writing, thereof specifying any damages that Franchisee must pay the County in accordance with Exhibit 14.01 within 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 the County demonstrating why Franchisee does not owe damages. The County will review Franchisee's evidence and render a written decision to Franchisee confirming or reversing the imposition of damages within thirty (30) days of receipt of the evidence. The County's assessment and/or Collection of assessed damages shall not prevent the County from exercising any other right or remedy, including the right to terminate this Agreement, for Franchisee's failure to perform the work and services in the manner set forth in this Agreement.

Notwithstanding anything contained herein to the contrary, Franchisee shall be entitled to all avenues of redress provided hereunder, at law, or in equity. The imposition of such assessed damages shall be stayed if Franchisee seeks such review.

**e. Damages Reasonable.** The Parties acknowledge that the 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 the

County. The 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 the County and Customers.

The Parties further recognize that quantified standards of performance and regular reporting to the County regarding that performance are necessary and appropriate to ensure consistent and reliable Service, and if Franchisee fails to meet its Performance Obligations then the County will suffer damages (including its Customers' inconvenience; anxiety, and frustration, criticism and complaint by Customers; potential political pressure; lost 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, the urgency of protecting public health and safety may necessitate, as determined in the sole discretion of the Director, that the 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 the 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 the 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.

### **13.02 Remedies Upon Default.**

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

1. Termination. The County may terminate this Agreement or any portion of Franchisee's Performance Obligations only via formal action of the Board of Supervisors at a properly noticed meeting during open session. Franchisee shall be given the opportunity to be heard and to present evidence to support its position regarding the allegations of the Notice required immediately below.

Prior to that public meeting, the County shall serve Franchisee a Notice specifying that a particular Event of Default exists, which the Franchisee must cure or the County may terminate the Agreement, and offer to meet with the Franchisee within seven days of said Notice at the County offices to meet and confer in good faith in an effort to agree on a resolution and cure of the Event of Default. If the parties are unable to informally resolve the matters set forth in the Notice, the County may then terminate the Agreement at the public meeting described above:

- i. at least 30 days following the date of the Notice, if:

- a. The Event of Default does not constitute an imminent threat to public health and safety;
  - b. Franchisee has not cured the Event of Default, or has not taken, or diligently continued to take, reasonable steps necessary to commence to cure the Event of Default which cannot reasonably be cured within 30 days.
- ii. immediately following the date of the Notice if:
- a. County determines that protection of public health and safety requires immediate termination; or
  - b. Franchisee fails to maintain insurance, bonds, or other assurances of performance required under this Agreement.

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

4. **Equitable Relief.** The County may exercise any other available remedies at law or in equity (including specific performance and injunctive relief). Franchisee acknowledges that the County's remedy of damages for a breach of this Agreement by Franchisee may be inadequate for reasons including: 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 for all of the reasons set forth in Section 14.01e. Therefore, the County is entitled to all available equitable remedies, including specific performance or injunctive relief.

**b. Delivery Obligations.** Franchisee further acknowledges that the 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 the County is entitled to all available equitable remedies, including specific performance and injunctive relief.

**13.03 Remedies Not Exclusive.** The 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; provided, however, if the County shall impose damages pursuant to Exhibit 14.01, such damages shall be the maximum amount of damages owed by Franchisee for such breach.

#### **13.04 Waivers.**

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

### **13.05 Governing Law, Jurisdiction, Venue.**

**a. Governing Law.** The laws of the State of California shall govern the interpretation of this Agreement.

**b. Jurisdiction.** The Parties will bring any lawsuits arising out of this Agreement in California State Court, which will have exclusive jurisdiction over said lawsuits.

**c. Venue.** Venue will be made and performed in courts sitting in the County. Should any lawsuit be filed in Federal Court, exclusive venue shall lie in the Eastern District of California.

**d. Other.** The site of any other hearing or action, whether arbitration or non-judicial, of whatever nature or kind regarding this Agreement, shall be conducted in the County.

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

### **13.07 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);
- (2) appears in the judgment of the County to be unable to regularly pay its bills as they become due based on, among other things, being or becoming insolvent or bankrupt, or ceasing to pay its debts as they mature, or making an arrangement with or for the benefit of its creditors, or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or (ii) being or becoming a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Franchisee under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) days; or (iii) taking any action approving of, consenting to, or acquiescing in any such proceeding; or (iv) being a party to the levy of any distress, execution or attachment upon the property of the Franchisee which may substantially interfere with the Franchisee's performance hereunder; 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 the County believes in good faith that Franchisee's ability to timely and fully perform Franchise Services has been placed in substantial jeopardy, the County may, at its option and in



addition to all other remedies it may have, demand from Franchisee reasonable assurances, including, but not limited to, those provided for under 111 USC Section 365(b)(1)(c), or any successor provision of the Federal Bankruptcy Code, of timely and full performance under this Agreement.

If Franchisee fails or refuses to provide reasonable assurances by the date required by the County, said failure or refusal will constitute an Event of Default.

### **13.08 County Right to Perform Franchise Services.**

**a. Events.** The 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 the following events, determined by County in its sole discretion:

- (1) Franchisee, except for the occurrence or existence of an Uncontrollable Circumstance, fails, refuses or is unable for a period of seventy-two (72) hours to Collect and/or to transport, Solid Waste to a Solid Waste facility and the Director, in the exercise of his/her sole discretion, determines there is danger to the public health, safety or welfare.
  - i. Franchisee to Cooperate.* Franchisee agrees that in such event it will reasonably cooperate with County and its third-party contractor to affect such a transfer of operations in as smooth and efficient a fashion as is practicable.
  - ii. Franchisee to Pay Increased Costs.* All costs, fees, rates and other expenses incurred by the County and/or its third-party contractor that exceed those which would have been incurred by County had no such emergency arisen shall be the responsibility of the Franchisee, and shall be paid to the County within thirty (30) days of Franchisee receipt of Notice to so pay.

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

**b. Notice.** The County may give Franchisee oral notice that the 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.** Upon County request, Franchisee will promptly provide the County with immediate access and/or possession of Records, including those related to routing and billing.

## **ARTICLE 14. FRANCHISEE'S OBLIGATIONS UPON EXPIRATION OR TERMINATION**

### **14.01 Pay Outstanding Amounts.**

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

### **14.02 Cooperation During Transition.**

If Franchisee is not awarded an agreement to continue to provide Franchise Services following the expiration or termination of this Agreement, Franchisee will reasonably cooperate with the 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, and Customer billing lists, upon request of the County; providing other Records and reports required by this Agreement; and provide reasonable coordination with the 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 15. THE PARTIES**

### **15.01 Franchisee is Independent Contractor.**

Franchisee will perform Franchise Services as an independent contractor engaged by the County and not as officer, agent, servant, employee or partner of the County nor as a joint venture with the County. No employee or agent of Franchisee is deemed to be an employee or agent of the 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 the 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.

**15.02 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.

**15.03 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.

**15.04 Further Acts.** 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.

**15.05 Actions of the County in Its Governmental Capacity.** Nothing in this Agreement is interpreted as limiting the rights and obligations of the County in its governmental or regulatory capacity.

**15.06 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 the 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.

**15.07 Parties' Representatives.**

**a. County Representative.** The County Representative is the Director unless otherwise named by the Board from time to time upon Notice of County Representative to Franchisee. The County Representative is authorized to act on behalf of the 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 Board action.

**b. Franchisee Representative.** The Franchisee Representatives are [REDACTED], as may be changed from time to time upon Notice of Franchisee Representative to the County. The Franchisee Representative is authorized to act on behalf of Franchisee in the performance under this Agreement.

**15.08 Due Diligence.** Franchisee acknowledges that the 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.

**15.09 Subcontracting.**

Franchisee may not Subcontract any portion of the Franchise Services, including the provision of Bins 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 Bins and Containers (e.g., billing services, equipment maintenance).

Franchisee will not subcontract in a manner that effectuates an assignment of this Agreement, unless 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. The 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 the County may exercise any or all of the rights and remedies available to the 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 Bins 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 the 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).

**15.10 No Use of County Name.** Franchisee will not do business as or use a corporate, partnership, venture or other formal name, containing the words "Inyo" or "County" or implying County ownership *although* upon County direction, Franchisee will use the County's name in its public relations signage.

## **ARTICLE 16. ASSIGNMENT AND AMENDMENTS**

### **16.01 Assignment.**

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

**b. Franchisee Assignment.** Franchisee acknowledges that the experience and expertise of Franchisee are material considerations of the County in entering into this Agreement with Franchisee. Franchisee may not Assign this Agreement except upon prior written consent of the County expressed by resolution. Franchisee may not circumvent the 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 c. Any attempt to assign, or assignment of, this franchise without the prior written consent of County shall constitute a material breach of this Agreement.

**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 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 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.

**d. Transfers to ESOP.** Notwithstanding the above, Franchisee or its shareholders may, without consent of the County, transfer ownership of Franchisee's capital stock to an Employee Stock Option Plan (ESOP), or to current management employees of Franchisee.

**e. Obtaining County Consent.** County's consent shall not be unreasonably withheld, but the County may impose reasonable conditions of approval on any proposed Assignment. The following conditions must be satisfied prior to County's obligation to consider a proposed Assignment:

- (1) Franchisee shall give County at least ninety (90) days advance written notice of Franchisee's intent to Assign this Agreement. Such notice shall include at least:

- a. The name, address, telephone number and contact information of the proposed Assignee.
  - b. The nature of the legal entity owning or controlling the proposed Assignee, including the names, addresses and telephone numbers of all principals, partners and/or shareholders thereof, as the case may be; and
- (2) The proposed Assignee must be shown, by credible and sufficient evidence, to be qualified by financial condition, background, and experience, to be able to fully assume and satisfactorily perform all of Franchisee's obligations hereunder including, but not limited to, the ability comply with AB 939.
  - (3) Franchisee must not be in default under any of the material terms and conditions of this Agreement.
  - (4) The proposed Assignee must be willing to assume, in writing, all of the Franchise Obligations.

**f. Franchise Transfer Application and Fee.** Any application for a franchise transfer shall be made in a manner required by the Director. The application shall include a transfer fee deposit in an amount to be set by County, to cover the cost of all direct and indirect expenses, including administrative expenses incurred by the County, including any consultants and attorneys, necessary to adequately analyze the application. Such transfer fee shall not exceed ten thousand dollars (\$10,000). County's finally set transfer fee shall be billed to the proposed Assignee, and supported with evidence of the expenses and/or costs incurred. Assignee shall pay any such bill within thirty (30) days of receipt. The transfer fee is separate and distinct from Franchise Fees, and shall not be recoverable costs for any Fee setting purposes.

**16.02 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, the 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 17. NOTICES, WRITING

### 17.01 Notices.

**a. Manner.** The Parties must give Notices at the address under 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 that provides delivery verification.

**b. Address.**

If to County: Solid Waste Superintendent  
Inyo County Department of Public Works  
P.O. Drawer N  
Independence, California 93526

Telephone: (760) 873-7191  
Facsimile: (760) 873-5599  
e-mail: rbenson@inyocounty.us

If to Franchisee: Bishop Waste  
Mr. Roger Brown, General Manager  
100 Sunland Indian Reservation Rd,  
Bishop, CA 93514

With a copy to:

Waste Connections, Inc.  
3 Waterway Square Place, Suite 110  
The Woodlands, Texas 77380  
Attn: Legal Department

Mr. Dale Comontofski, President  
Preferred Septic and Disposal  
1280 North Main Street, Suite I  
Bishop, CA 93514

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

**17.02 Writing.** Each Party must communicate with each other under this Agreement in writing (including electronic media), such as the following:

- (1) reports;
- (2) requests, proposals;
- (3) reviews, comments;
- (4) directions, demands, orders;
- (5) selections, option exercises, approvals, waivers;
- (6) acknowledgments, and certifications.

**[REST OF PAGE INTENTIONALLY BLANK]**

**ARTICLE 18. EXECUTION OF AGREEMENT**

**18.01 Authority to Execute.**

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

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

COUNTY OF INYO:

FRANCHISEE:

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

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

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

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

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

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

Approved as to Form (County Counsel):

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

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

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

Approved by Risk Management:

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

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

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



## EXHIBIT 1.01: DEFINITIONS

Whenever any term used in this Agreement is defined by the Inyo County Code Chapter 7.08 (the "Code") or Public Resources Code at Sections 40000 *et seq.* (the "Act"), said definitions shall apply unless the term is otherwise defined in this Agreement. To the extent that definitions in the Code conflict with definitions in the Act, the Code shall govern the rights and the obligations of the parties hereunder, to the extent permissible by law.

**AB 341** means the Mandatory Commercial Recycling Regulation approved by the Office of Administrative Law in May 2012, Title 14, California Code of Regulations, Chapter 9.1, commencing with section 18835; as well as California SB 1018 signed by the Governor in June of 2012.

**AB 939** or the **Act** means the California Integrated Waste Management Act under 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 10.02b.

**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 the 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.* 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) Inyo County Code.

**Authorized Recycling Agent** means a Franchisee the County designates as a provider of Waste Recycling Handling Services as set forth in Public Resources Code Section 41950.

**Bins** means metal containers for Collection of Solid Waste with front-end loading vehicles, such as 3 yard dumpsters.

**Board or County Board** means the 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 up to 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, Collection** or other form thereof refers to Solid Waste pickups made by Franchisee under this Agreement.

**Commencement Date** means the date on the cover 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 4.01c(2)(i).

**Containers** means the toters, carts, cans, bins, vessels, receptacles or other containers from which Franchisee must Collect Solid Waste, including Bins and Roll-Offs approved by County.

**Contract Year** means the calendar year, commencing January 1 and ending December 31.

**County** means the County of Inyo, a political subdivision of the State of California, or any governmental entity which may hereinafter assume waste management obligations of the County, including any joint exercise of powers authority or other similar public entity with which the 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 the County's interest.

**County Code** or **Code** means the Inyo County Code, including Title 7.

**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 the County plus 10.

**County Working Days** means days on which the 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 the County) of Solid Waste to which Franchisee is required to provide Franchise Services.

**Day** means calendar day.

**Delivery Obligations** means Franchisee's obligation to deliver Solid Waste to the Designated Disposal Facility under Section 7.01.

**Designated Disposal Facility** means, unless otherwise identified by the County, the Bishop, Independence and Lone Pine Landfills, located in Inyo 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 Recycling & Waste Management or his/her designee.

**Diversion Facility** is defined in Section 6.01a.

**Divert, Diverted, Diversion** or other form thereof is defined in Section 6.01a.

**Diverted Recyclables** is defined in Section 6.01a.

**Event of Default** means as follows:

1. Service Defaults.
  - a. Missed Collections. Franchisee fails to provide collection services for a period of more than seven consecutive days, unless the failure is due to Uncontrollable Circumstances. For example, if franchisee fails to provide collection services on a Wednesday, an event of default will occur if franchisee fails to provide collection services by the Thursday of the following week (eight days thereafter);
  - b. Breach of Franchise Agreement.
    - i. Franchisee does not cure its failure to fully and timely perform any of its obligations under the Franchise Agreement (other than those obligations specifically listed in subsections (E)(1)(a), (E)(1)(b)(ii) and (iii), (E)(1)(c), (E)(1)(d), (E)(2) and (E)(3) of this section); within (1) thirty days following receipt of notice from the county identifying the failure, (2) a shorter period determined by the county if required to protect public health and safety, or (3) a longer period requested by franchisee and accepted by the county in the county's sole discretion.
    - ii. Franchisee fails to fully and timely satisfy ten or more of its obligations under the Franchise Agreement in any twelve-month period or repeatedly and habitually fails, in the judgment of the county, to satisfy them after notice from the county identifying the failures, regardless of whether franchisee subsequently cures a specific instance of failure.
  - c. Violation of Law. (1) Franchisee materially violates any law (including the County Code) and does not cure that violation to the satisfaction of county or applicable regulatory agency within thirty days of the notice, assessment or determination of that violation; or (2) franchisee repeatedly violates the same or different laws. Violation of the County Code will be evidenced by notices of noncompliance with the County Code issued by the local enforcement agency, Department of Public Works, or code compliance officer. If franchisee is entitled to and contests any violation by proceedings conducted in good faith, this event of

default will not be deemed to have occurred until a final decision adverse to franchisee is entered. "Violates" means any failure to comply with law as evidenced by notice, assessment or determination of any regulatory agency to franchisee, whether or not a fine or penalty is included, assessed, levied or attached.

## 2. Performance Assurance Defaults.

- a. Failure to Provide Insurance, Bond, or Letter of Credit. Franchisee fails to provide insurance, performance bond, or letter of credit as required by the Franchise Agreement.
- b. Failure to Provide Assurances of Performance. Franchisee fails to timely provide assurances of performance as required by the Franchise Agreement.
- c. Failure to Pay County. Franchisee fails to fully and timely pay county (1) more than twice within and calendar year, or (2) within twenty calendar days of demand by county for payment of moneys owing, or (3) as otherwise as provided by the Franchise Agreement.
- d. Transfer, Assignment. Franchisee transfers or assigns the Franchise Agreement without county approval.
- e. Seizure, Attachment. Any vehicle, equipment, or other service asset of franchisee is seized, attached or levied upon (other than a pre-judgment attachment) so as to substantially impair franchisee's ability to timely and fully perform solid waste collection services and which cannot be released, bonded or otherwise lifted within forty-eight hours, excepting weekends and holidays (as may be defined in the Franchise Agreement).
- f. Insolvency, Bankruptcy, Liquidation. Franchisee files a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or will consent to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of vehicles, equipment, or other services assets no longer used to provide solid waste collection services), trustee (other than as security of an obligation under a deed of trust), custodian, sequestration, administrator (or similar official) of franchisee for any part of franchisee's operating assets or any substantial part of franchisee's property, or makes any general assignment for the benefit of franchisee's creditors, or fails generally to pay franchisee's debts as they become due or takes any action in furtherance of any of the foregoing.

A court having jurisdiction enters a decree or order for relief in respect of the Franchise Agreement, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or franchisee consents to or fails to oppose any such proceeding, or any such court enters a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, administrator (or similar official) of the franchisee or for any part of the franchisee's operating equipment or assets, or orders the winding up or liquidation of the affairs of the franchisee.

## 3. Miscellaneous.

a. Fraud, Misrepresentations; Breach of Warranties. Franchisee (1) committed any fraud or deceit in the procurement of a Franchise Agreement; (2) commits, or attempts to commit, any fraud or deceit upon the county following execution of the Franchise Agreement; (3) breaches a warranty in the Franchise Agreement; or (4) makes a material misrepresentation or false certification in the procurement of a Franchise Agreement or following execution of the Franchise Agreement or in the Franchise Agreement. Failure by the Franchisee to deliver solid waste to the Designated Disposal Facility, under Section 7.01 of this Agreement.

**Existing Agreements** means those Agreements entered into between Franchisee and a Commercial Customer prior to the Commencement Date of this Agreement which do not contain a provision or provisions allowing for amendment in the event of a change in law and which are set forth in Exhibit 13.01a.

**Franchise Fee** means the fee described in Section 13.02a.

**Franchise Services** means all Performance Obligations of Franchisee to Customer under Article 4.

**Franchise Area** means the geographical area within the County of Inyo.

**Franchisee** means [FRANCHISEE], and any assignee thereof consented to by the County in accordance with Section 17.01.

**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 10%.

**Gross Revenues** means 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 below under 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 the County.

**Household Hazardous Waste** means any Unpermitted Waste generated in small quantities at Residential premises, excluding any Unpermitted Waste generated in the course of operation of a business concern at a residence, under Section 25218.1 of the California Health and Safety Code.

**Indemnities** mean all defenses and indemnities under this Agreement.

**Industrial Solid Waste** means all Solid Waste and semisolid waste which results from industrial processes and manufacturing operations, except for Unpermitted Waste or Special Waste.

**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, the County or the public; and
- (2) property damage of Franchisee, Subcontractors, the County or the public),
- (3) costs and expenses, (including all costs and expenses of litigation, mediation or arbitration, attorney 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:

- (2) a 3-part (no carbon required) tag 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, and
  - e. the manner in which materials should be prepared for collection,
  - 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 under 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 a.m. to 5 p.m., Monday through Friday.

**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 (1) 10% is substituted for 50% in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (2) Section 318(a)(5)(C) is disregarded. Where the Ownership interest is less than 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 the 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 Inyo County), a municipality or special purpose district or any other entity whatsoever.

**Procurement Proceedings** means any memorandums, meetings, correspondence, telephone calls, field trips, draft documents, and County Board sessions with respect to the planning, development, drafting negotiation and execution of this Agreement.

**Prompt, promptly** and variations thereof (not capitalized) mean as soon as possible, but not less than 2 days.

**Quarter** means any of the 3-month periods identified in Exhibit 10.02a.

**Quarterly Reports** means reports described in Section 10.02a.

**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.

**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.

**Recycling Handling Services** means those same Solid Waste Handling Services as it pertains to Recyclables.

**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 4.01c2(iv).

**Regularly-Scheduled Residential Collection Day** is defined in Section 4.01c1(iv).

**Residential** means a premise where individuals dwell or reside, regardless of whether they rent or own and occupy their dwelling or residence. "Residential premises" does not include transient occupancies. No place used primarily for business purposes shall be considered residential.

**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 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 Set-out Site and Commercial Set-out Site.

**Solid Waste** means "solid waste" as defined in Public Resources Code Section 40191, except that "solid waste" does not include abandoned vehicles and parts thereof or dewatered, treated, or chemically fixed sewage sludge.

**Solid Waste Handling Services** means "solid waste handling" or "handling" as defined in Public Resources Code Section 40195 (i.e., the collection, transportation, storage, transfer, or processing of solid wastes) and solid waste disposal by a solid waste enterprise defined in Section 40193 of the Public Resources Code, such as residential or commercial refuse collection in packer-type vehicles by haulers whose core business is refuse collection or the small-scale collection and disposal of residential or commercial solid waste in any type of truck, trailer or vehicle; and the development and operation of solid waste facilities.

**Subscription Orders** are described in Section 4.10.

**Suspect Categories** means race, color, religion, national origin, ancestry, age, physical handicap, medical condition, marital status, sex, sexual identity, or sexual orientation, political affiliation, or any other class protected by laws of the State of California or the United States of America.

**Term** is the period beginning on the Commencement Date and ending on the earlier of the expiration of the Agreement under Section 3.01 or termination of the Agreement under Article 14.

**Transfer Station** means "transfer or processing station" as defined in Public Resources Code Section 30200.

**Uncontrollable Circumstance(s)** means any of the following events (1) riots, war or emergency affecting the county declared by the President of the United States or Congress of the United States, the Governor of California, or the board of supervisors; (2) sabotage, civil disturbance, insurrection, explosion; (3) natural disasters such as floods, earthquakes, landslides, avalanches, and fires; (4) significant storms, including excessive snow storms; (5) strikes, lockouts, and other labor disturbances; (6) any change in law, which materially impacts the rights and/or obligations of either party; or (7) other catastrophic events which are beyond the reasonable control of franchisee despite franchisee's exercise of reasonable due diligence.

Uncontrollable Circumstances exclude: (1) the financial inability of a Franchisee to satisfy its obligations under a Franchise Agreement; (2) the failure of a Franchisee to obtain any necessary permits or the right to use the facilities of any public entity; (3) a franchisee's or county's breach of obligations under a Franchise Agreement; (4) a Franchisee's inability to hire adequate numbers of personnel who are competent and skilled in the work to which they are assigned; (5) the failure of a franchisee to secure patents, licenses, trademarks, and the like necessary to provide the services; and (6) as to a Franchisee, the failure of any vehicles, equipment, or other service assets to perform in accordance with any warranties, unless caused by Uncontrollable Circumstances.

**Unpermitted Waste** is means materials that are not solid waste such as:

- a. "Hazardous waste" (as defined in Public Resources Code Section 40141), including:
  - i. Hazardous wastes that are "universal waste" (as defined and listed, respectively, in 22 CCR § 66723.9 and § 66261.9, such as batteries, thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans and certain mercury-containing devices) exempt from the hazardous waste management requirements of Chapter 6.5 of Division 20 of the California Health and Safety Code and subject to the universal waste management requirements of Chapter 23 of Division 20 of the California Health and Safety Code, and
  - ii. Household hazardous wastes that result from products purchased by the general public for household use which, because of their quantity, concentration, physical, chemical, or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed of or otherwise managed;
- b. "Medical waste" regulated pursuant to the Medical Waste Management Act (Part 14 (commencing with Section 117600) of Part 9 of Division 104 of the Health and Safety Code), including, but not limited to, equipment, instruments, utensils, fomites,

laboratory waste (including pathological specimens and fomites attendant thereto), surgical facilities, equipment, bedding and utensils (including pathological specimens and disposal fomites attendant thereto), sharps (hypodermic needles, syringes, etc.) dialysis unit waste, chemotherapeutic waste, animal carcasses, offal and body parts, biological materials, and other similar materials not rendered non-infectious, non-pathological and non-biohazardous.

- c. Radioactive waste;
- d. Waste tires in excess of the limitations prescribed in 14 CCR 17355(b) or reduced in volume as required in 14 CCR 17355(A); and
- e. Ammunition, explosives, or other ordnance.
- f. Any other materials that cannot be disposed of in class III sanitary landfills described in 27 CCR 20260.

**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.

**Violates** or **Violation** means any failure to comply with law as evidenced by notice, assessment or determination of any regulatory agency to Franchisee, whether or not a fine or penalty is included, assessed, levied or attached.

**Yard Waste** means any wastes generated from the maintenance or alteration of public, commercial, or residential landscape including, but not limited to, yard clippings, leaves, tree trimmings, prunings, brush and weeds.

## EXHIBIT 2.01: REPRESENTATIONS AND WARRANTIES

### FRANCHISEE:

**a. Status.** Franchisee is a corporation duly organized, validly existing and in good standing under the laws of the State of California and is qualified to do business in the State 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.

**c. No conflicts.** Neither the execution nor delivery by the Franchisee of this Agreement, the performance by the Franchisee of its Franchise Obligations, nor the fulfillment by the Franchisee of the terms and conditions of this Agreement: (1) conflicts with, violates or results in a breach of any Applicable Law; (2) 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 the County based on any estimates, statements or interpretations made by any officer, employee, agent or consultant of the 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.

**COUNTY:**

**a. Existence and Powers:** The County is duly organized and validly exists as a political subdivision of the State of California, with full legal right, power and authority to enter into and perform the obligations under this agreement.

**b. Due Authorization and Binding Obligation:** The County has duly authorized the execution and delivery of this agreement. This agreement has been duly executed and delivered by the County and constitutes the legal, valid and binding obligation of the contractor, enforceable against the County in accordance with its terms, except in so far as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditor's rights generally.

**c. No Legal Prohibition:** The County has no knowledge of any applicable law in effect on the agreement date which would prohibit the performance by the County of this agreement and the transactions contemplated hereby.

**d. Information Supplied by the County:** The information supplied by the County and all submittals made in connection with negotiation and award of this agreement is correct and complete in all material respects.

**EXHIBIT 4.01a: WASTE COLLECTION AREAS**

[SEE MAP OR LEGAL DESCRIPTION OF THE WASTE COLLECTION AREAS ATTACHED TO THIS EXHIBIT.]

The boundaries of any Waste Collection Areas depicted herein may be changed by action of the County Board of Supervisors. Such boundary change may include the removal of areas within the City of Bishop, or otherwise. The County acknowledges that any such action taken by the County may have the effect of changing Franchisee's Direct Costs which may entitle Franchisee to a Service Fee adjustment to compensate for the change in such costs. In any such event, Franchisee shall request a Service Fee adjustment in the same manner by which a request is made for a Change in Law as set forth in Section 13.01.d.1.iv of this Agreement.

**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 and equipment (including containers) 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

**EXHIBIT 5.05: CONTINGENCY PLAN**

[To be provided by Franchisee]

## **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 the 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 the County.

Franchisee will additionally comply with the following requirements in handling Unpermitted Waste that is Hazardous Waste:

- (1) Driver will immediately notify its dispatch center (“Dispatch”) and take immediate and appropriate action to contain and isolate said load.
- (2) Dispatch will immediately notify the Franchisee’s field supervisor.
- (3) Dispatch will immediately contact the Environmental Health Division of the County Health Department, or if those offices are closed, the County Emergency Communications Center.
- (4) Depending on the amount and identity of the Hazardous Waste involved, Franchisee will at its option either segregate and containerize the Hazardous Waste in preparation for manifesting and transport, or 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 under Applicable Law, including:
  - (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),
  - (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 give the Director a written incident report within 14 days, including the following: the date and time of the occurrence, name of driver, description of hazardous materials, origin of the hazardous material (if identifiable), observations made and

actions taken by Driver and/or Field Supervisor, the status and/or ultimate disposition of the material, and any additional relevant comments.

At least once per Contract Year, Franchisee will inform its Customers of the locations where they may deliver Unpermitted Waste for proper management and processing.

Franchisee will make available to the County promptly upon request all Records, including plans and/or other documents maintained by Franchisee with respect to Unpermitted Waste under Applicable Law.

Instead of complying with Unpermitted Waste Screening Protocol described in this Section, Franchisee may give County a copy of an Unpermitted Waste Screening Protocol it has developed containing procedures under applicable law for handling Unpermitted Waste that is hazardous waste that is no less stringent than the Protocol under this Exhibit. Upon approval by the Director, Franchisee's Unpermitted Waste Screening Protocol will replace the Protocol described in this Section.

## **EXHIBIT 10.01a: RECORDS**

Franchisee will collect, record, and maintain, at a minimum, the following information, indicating the date and the day of the week of the event reported. Franchisee will give the County the following information promptly upon County's written request.

### **(1) TONNAGE:** Tons of:

Residential and Commercial Solid Waste,  
Recyclables,  
Bulky Waste, and  
C&D Waste.

collected and delivered to the Designated Disposal Facility including:

- ◆ truck numbers,
- ◆ weight of each load (gross, tare, and net), and
- ◆ source-jurisdiction allocation or ratio

### **(2) MONETARY AMOUNTS**

**Service Fees.** Service fees charged to and collected from Customers.

**Subscription Orders.** Each Customer's Subscription Order and account service information (4.10).

**Customer Billing.** Billing records required by Section 4.09, including Customers' special Service requests for on-call pickup of excess and Bulky Waste.

**Franchisee's Reimbursement Costs** for emergency clean up.

**Fees payable to County.** Including:

- (1) financial records, books, accounts, and warranties corroborating the Franchise Fee owed to County under Section 13.02, including the all documentation required by Section 13.02; and
- (2) financial records, books, and accounts corroborating any other County Payment Obligations.

### **(3) CUSTOMER SERVICE**

**Complaint Records** including logged complaints for alleged missed collections; failure to properly replace Containers (4.01c1(iii) and c2(iii)), failure to clean up litter (4.03b), discourtesy (4.03a), damaged property, collecting outside permitted hours (4.01d1), all including time, date, and manner of resolving complaint.

**Requests for Franchise Services,** including record of Customers' telephonic, mailed, faxed or e-mailed requests to commence Franchise Services (4.01c1(i) and c2(i)); discontinue Franchise Services (4.01c1(ii) and c2(ii)); deliver, repair or replace, or pick up Containers

(4e); change size or number of Containers; or supply locks (4.01e); and any failure to timely commence or provide any of those Services.

**Copies of Notices to Customers**, including notice of Holiday or changed schedules enclosed in Customers' bills (4.01d2 and 4.06) and public education and community relations materials (4.06).

**(4) OPERATIONS**

**Routing Specifications** (5.01).

**Service Asset Inventory**, (5.02g) and **Service Asset Documentations** (Exhibit 5.02g).

**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.

**Records of Vehicle inspections**, including Vehicles' fire extinguisher service records, and warranty and maintenance recommendations.

**Any documentation with respect to insolvency, bankruptcy or liquidation** including records with respect to Service Assets, such as any seizures, attachments or levies.

**Container maintenance** (4.01e).

**(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, “quarters” is defined as: First Quarter consisting of January, February and March; Second Quarter consisting of April, May and June; Third Quarter consisting of July, August and September; Fourth Quarter consisting of October, November and December. In the Quarterly Report, Franchisee will include, at a minimum, the following information:

- (1) **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.
- (2) **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.
- (3) **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 (4.06a1) and promotional materials (4.06a3).
- (4) **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.
- (5) **Operational Report:** A discussion of Service or operational problems and resolution thereof or planned therefore, if requested by County.
- (6) **Collection Fee Summaries:** Fees invoiced and paid, including:
  - ◆ Service fees charged for each type of service,
  - ◆ Service fees collected from Customers; and
  - ◆ Franchise Fees paid to County.

Quarterly Reports may be made on Form 10.02a which is attached to this Exhibit.

## FORM 10.02a

# INYO COUNTY FRANCHISEE QUARTERLY REPORT

Submitted by: \_\_\_\_\_ (Franchisee)

FOR THE YEAR OF 20\_\_

- 1st Quarter (January, February, March) (due by May 1)
- 2nd Quarter (April, May, June) (due by August 1)
- 3rd Quarter (July, August, September) (due by November 1)
- 4th Quarter (October, November, December) (due by February 1)

<b>1. Summary of Records</b>	<ul style="list-style-type: none"> <li>a. Unpermitted Waste Spills:</li> <li>b. Vehicle Inspections:</li> <li>c. Criminal Activity:</li> <li>d. Other Events:</li> <li>e. Complaint Log:</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> None    <input type="checkbox"/> See Attached</li> <li><input type="checkbox"/> None    <input type="checkbox"/> See Attached</li> <li><input type="checkbox"/> None    <input type="checkbox"/> See Attached</li> <li><input type="checkbox"/> None    <input type="checkbox"/> See Attached</li> <li><input type="checkbox"/> None    <input type="checkbox"/> See Attached</li> </ul>
<b>2. Certifications</b>	<p>I represent and warrant, under penalty of perjury, that [FRANCHISEE] has met its Performance Obligations, including Delivery Obligations, for the Quarter noted above.    <b>OR,</b></p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Signature</p>	<p>During the Quarter noted above, [FRANCHISEE] did <u>not</u> meet all of its Performance Obligations (including Delivery Obligations) and will pay to County liquidated damages for each failure as noted on the attached sheet.</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Signature</p>
<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)	<ul style="list-style-type: none"> <li>a. Service fees charged for each type of service</li> <li>b. Service fees collected from Customers</li> <li>c. Franchise fees paid to County</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> See Attached</li> <li>\$ _____</li> <li>\$ _____</li> </ul>



## **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 under Section 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.
- (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) (16.09).

Annual Reports may be made on Form 10.02b which is attached to this Exhibit.

**FORM 10.02b**

**INYO 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 [FRANCHISEE]'s 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 [FRANCHISEE]'s financial status or condition listed on the attached sheet which is labeled "Material Changes to [FRANCHISEE]'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>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) (16.09).</p>	<input type="checkbox"/> None <input type="checkbox"/> See Attached

**EXHIBIT 13.01a: SERVICE FEE FLOORS**

Franchisee will not charge Customers Service Fees that are less than those identified below:

**COMMERCIAL BIN SERVICE – AREA A & B**

Size	1/xWeek	2/xWeek	3/xWeek	4/xWeek	5/xWeek	6/xWeek	Ex P/U	Delivery
2-yard	\$63.39	\$105.26	\$149.41	\$196.66	\$242.49	\$289.75	\$31.69	\$31.69
3-yard	\$94.78	\$157.76	\$224.25	\$295.13	\$363.74	\$434.62	\$37.91	\$31.69
4-yard	\$118.98	\$197.22	\$273.34	\$352.29	\$431.23	\$507.77	\$42.44	\$31.69
6-yard	\$178.55	\$295.83	\$410.15	\$528.43	\$646.84	\$761.58	\$63.39	\$31.69

**RESIDENTIAL CURBSIDE CART SERVICE – AREAS A & B**

96 Gallon Cart	Monthly Rate	Extra Cart
1 Cart	\$20.29	\$20.29
64 Gallon Cart	Monthly Rate	64-gallon Cart Can Only Be One Cart Per Household
1 Cart	\$17.25	

**RESIDENTIAL CURBSIDE SERVICE (CUSTOMER OWNED CONTAINER)**

**AREA B – Cartago, Alabama Hills, Olancha, Darwin, Keeler**  
(Per month billed bi-monthly)

30-40 Gallon Container

	1 &/or 2 cans	3-cans	4-cans	5-cans	6-cans
	\$33.70	\$48.86	\$67.13	\$83.85	\$100.57

Roll-Off Bin Service

	Size	Area	Full Rate Per Bin*	Compactor Roll-Off
	20 yard	Bishop	\$231.12	\$288.90
		Big Pine	\$288.90	\$346.68
		Independence	\$358.24	\$416.02
		Lone Pine	\$416.02	\$473.80
		Olancha	\$508.46	\$566.24
		Round Valley	\$288.90	\$346.68
		Starlite	\$288.90	\$346.68
	30 yard	Bishop	\$369.79	\$427.57
		Big Pine	\$427.57	\$485.35
		Independence	\$496.91	\$554.69
		Lone Pine	\$554.69	\$612.47
		Olancha	\$647.14	\$704.92
		Round Valley	\$369.79	\$427.57
	Starlite	\$369.79	\$427.57	

\*For first 14-day use period. Service includes: delivery, rental & service (landfill fees additional). Additional Full Rate applies after first 14-day period.

NOTE: Special collection services and commercial services not specified above shall be negotiated between the customers and the permitted waste hauler. Waste hauler may offer discounts up to 5% to all annually billed customers that make payment in advance, or a 5% discount may be offered to commercial contracted customers that make payment within 30-days of invoice.

## EXHIBIT 14.01: COMPENSATORY AND LIQUIDATED DAMAGES

**Compensatory Damages.** If the County in its sole discretion chooses not to exercise its right to terminate this Agreement when Franchisee does not deliver Solid Waste to the Designated Disposal Facility under Section 7.01, then the Franchisee will pay the County within 10 days of request the following amounts:

- (i) The 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
- (ii) The County's Reimbursement Cost of enforcing or securing specific performance of Franchisee's delivery obligation; and
- (iii) 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 the County, the current tipping fee. The County may estimate the number of Undelivered Tons based on prior disposal records, Customer lists, or other means.

### **Liquidated Damages.**

Within 10 days of County assessment, Franchisee will pay the following liquidated (or compensatory) damages for each of the corresponding breaches determined by County. County may assess damages for each instance of breach, even if Franchisee subsequently remedies that breach. (Franchisee nevertheless might have the opportunity to cure the breach before it becomes an Event of Default.)

References in the chart below to "per incident per day" refer to the first occurrence and then continued occurrence on successive days. *For example, failure to clean up spillage would result in liquidated damages on the day of the spillage and each following day until corrected.* Franchisee must pay damages regardless of whether or not it subsequently cures its breach.

The following is a schedule of liquidated damages for breaches of this Agreement.

<b>DESCRIPTION OF BREACH</b>	<b>DAMAGES</b>
Failure to properly cover materials in Collection vehicles to prevent littering of highways or streets.	Up to \$500 per failure over six (6) during any c
Failure to clean up spillage or litter caused by Franchisee (4.03b, c)	Up to \$300 per failure per location.

<p>Failure to maintain or timely submit complete Reports and/or documents to the County (such as Quarterly and Annual Reports [10.02], Financial Reports [10.03], Route Maps and Route Changes [5.01a and b], Service Asset Inventory [5.02g], Contingency Plan [5.05], Hazardous Waste Screening Protocol [5.06], or Insurance certificates or policies [Article 11].)</p>	<p>Up to \$300 per failure</p>
<p>Failure to perform any other Performance Obligation under this Agreement.</p>	<p>Up to \$100 per failure.</p>

**COMPARISON OF CURRENT TO PROPOSED RATES**

**CURRENT COMMERCIAL BIN SERVICE - AREA A&B**

<u>Size</u>	<u>1/xWeek</u>	<u>2/xWeek</u>	<u>3/xWeek</u>	<u>4/xWeek</u>	<u>5/xWeek</u>	<u>6/xWeek</u>	<u>Ex P/U</u>	<u>Delivery</u>
2-yard	\$93.35	\$162.64	\$234.92	\$310.51	\$384.59	\$460.18	\$46.67	\$34.09
3-yard	\$139.70	\$243.82	\$352.53	\$465.92	\$576.88	\$690.27	\$69.85	\$34.09
4-yard	\$177.28	\$311.11	\$442.68	\$577.27	\$711.87	\$843.89	\$88.64	\$34.09
6-yard	\$265.99	\$466.67	\$664.18	\$865.92	\$1,067.79	\$1,265.75	\$132.99	\$34.09

**PROPOSED**

<u>Size</u>	<u>1/xWeek</u>	<u>2/xWeek</u>	<u>3/xWeek</u>	<u>4/xWeek</u>	<u>5/xWeek</u>	<u>6/xWeek</u>	<u>Ex P/U</u>	<u>Delivery</u>
2-yard	\$97.15	\$169.63	\$244.73	\$323.38	\$400.41	\$479.07	\$49.71	\$36.30
3-yard	\$145.38	\$254.30	\$367.26	\$485.24	\$600.62	\$718.60	\$74.39	\$36.30
4-yard	\$185.37	\$324.02	\$460.25	\$599.72	\$739.20	\$875.91	\$94.40	\$36.30
6-yard	\$278.13	\$486.04	\$690.55	\$899.59	\$1,108.79	\$1,313.78	\$141.64	\$36.30

**CHANGE**

<u>Size</u>	<u>1/xWeek</u>	<u>2/xWeek</u>	<u>3/xWeek</u>	<u>4/xWeek</u>	<u>5/xWeek</u>	<u>6/xWeek</u>	<u>Ex P/U</u>	<u>Delivery</u>
2-yard	\$3.80	\$6.99	\$9.81	\$12.87	\$15.82	\$18.89	\$3.03	\$2.22
3-yard	\$5.68	\$10.48	\$14.72	\$19.32	\$23.73	\$28.33	\$4.54	\$2.22
4-yard	\$8.09	\$12.92	\$17.57	\$22.45	\$27.33	\$32.02	\$5.76	\$2.22
6-yard	\$12.15	\$19.38	\$26.37	\$33.68	\$41.00	\$48.02	\$8.64	\$2.22

<b>CURRENT RESIDENTIAL</b>	\$30.15
<b>PROPOSED RESIDENTIAL</b>	\$31.37
<b>CHANGE</b>	\$1.22



INYO COUNTY  
FISH AND WILDLIFE COMMISSION

787 NORTH MAIN STREET STE 220  
BISHOP, CA 93514

COMMISSION MEMBERS  
DOUGLAS BROWN  
GARY GUNSOLLEY  
STEVE IVY  
JOE PECSI

ALTERNATE MEMBER  
JOHN FREDERICKSON

# 22

REPLY TO:  
Pat Gunsolley, Secretary  
4801 Alison Lane  
Bishop, CA 93514  
pgunsolley@gmail.com

March 21, 2019

Inyo County Board of Supervisors  
P. O. Drawer N  
Independence, CA 93514

Gentlemen:

At their March 21, 2019 meeting the Inyo Fish and Wildlife Commission considered and approved requesting the Board of Supervisors authorize the Commission to send a letter to the Senator Bob Archuleta supporting SB 395 – Wildlife Safety Act.

Attached is an excerpt of minutes of the meeting and backup information relating to the request, along with a draft of the letter the Commission would like considered.

Additionally the Commission is requesting that the Board of Supervisors also send a letter of support.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Gunsolley".

Patricia Gunsolley, Secretary



FISH AND WILDLIFE COMMISSION  
Except of the MINUTES  
March 21, 2019

**Action Item** – the Chairperson Joe Pecsí, provided opening comments regarding SB 395 – Wildlife Safety Act. He explained that this proposed legislation would provide the Dept. of Fish and Wildlife with important information regarding vehicle/animal collisions, while providing a process to utilize the meat of these animals. Lt. Bill Dailey said that there is a Food and Ag or Health and Safety law that allows the Department to donate the meat from the animals. He explained that the recipients must sign a form which indemnifies the State from any liability as a result of the consumption of these animals. He went on to say that the Dept. has developed an MOU with some of the State's Native American Tribes to accept these animals. The Commission went on to discuss the importance of utilizing the meat from the dead animals rather than disposing this resource, as well as, how the information regarding the collisions will help the State find ways to reduce the collisions. Moved by Commissioner Brown and seconded by Commissioner McIntosh to recommend the Board of Supervisors support SB 395 – Wildlife Safety Act; authorize the Commission to send a letter of support; and request the Board of Supervisors also send a letter of support. Motion carried unanimously.



INYO COUNTY  
FISH AND WILDLIFE COMMISSION

COMMISSION MEMBERS  
DOUGLAS BROWN  
JOE PECSI  
LARRY MCINTOSH  
STEVE IVEY

ALTERNATE  
JOHN FREDERICKSON

REPLY TO:  
Pat Gunsolley, Secretary  
4801 Alison Lane  
Bishop, CA 93514  
pgunsolley@gmail.com

**AGENDA**

March 21, 2019  
2:30 p.m.

Conference Room at California Fish and Wildlife Offices  
787 North Main Street, Suite 220, Bishop, California

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL-CALL** – The Commission will take a roll-call of its members to ensure there is a quorum of the Commission to conduct business as required by the Ralph M. Brown Act.
3. **PUBLIC COMMENT** – Any member of the public may make comment to the Commission – No action is taken.
4. **FINANCIAL REPORT** – The Commission will receive an update on the Fish and Game Fine Fund balance.
5. **ACTION ITEM - MINUTE APPROVAL** – the Commission will consider approval of Minutes of the November 15, 2018 Meeting and the February 15, 2019 Meeting.
6. **ACTION ITEM** – the Commission will discuss and consider recommending the Board of Supervisors support SB 395 – Wildlife Safety Act and authorize the Commission to send a letter of support.
7. **ACTION ITEM** – the Commission will discuss and consider making a recommendation to the Board of Supervisors regarding the establishment of a “Shed” Hunting Season in the Eastern Sierra.
8. **ACTION ITEM** – The Commission will consider requesting the Board of Supervisors authorize the Inyo Fish and Wildlife Commission to send correspondence to the County’s legislative representatives taking a position on current legislation on which action may be pending that impacts fish and wildlife resources in Inyo County, and authorize the Chairperson to sign correspondence as appropriate. (*Legislation to be discussed will be identified at the meeting.*)
9. **DEPARTMENT OF FISH AND WILDLIFE AND OTHER STATE AND FEDERAL AGENCIES REPORTS** – representative(s) of the California Department of Fish and Wildlife and other State and Federal Agencies will update the Commission on Department activities and projects.
10. **COMMISSION MEMBER REPORTS** - No action to be taken with regard to reports from Commission Members.
11. **NEXT MEETING – ACTION ITEM** - the Commission will consider confirming March 21, 2019 as the date for the next meeting.
12. **ADJOURNMENT**



INYO COUNTY  
FISH AND WILDLIFE COMMISSION

COMMISSION MEMBERS  
DOUGLAS BROWN  
JOE PECSI  
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STEVE IVEY

ALTERNATE  
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REPLY TO:  
Pat Gunsolley, Secretary  
4801 Alison Lane  
Bishop, CA 93514  
pgunsolley@gmail.com

March 21, 2019

The Honorable Bob Archuleta  
California State Senate  
State Capitol, Room 4066  
Sacramento, CA 95814

Dear Senator Archuleta:

The Inyo County Fish and Wildlife Commission strongly supports SB 395 – Wildlife Safety Act, which will create an app that would allow users to log information regarding large game animal collisions and at the same time deliver permits for the take of these large game animals.

The Commission agrees with efforts to improve road safety as it relates to vehicle/wildlife collisions, especially in the Eastern Sierra. The numbers of human and animal mortality on US 395 in the Eastern Sierra is unacceptable. SB 395 will provide information to help improve and identify wildlife crossing areas, thereby providing Federal, State and local jurisdiction the ability to create wildlife crossings to reduce vehicle/animal collisions. According to the San Diego County Wildlife Federations, the annual monetary cost of animal/vehicle collisions equates to billions of dollars in the State of California in insurance claims alone; and reports that as of 2018, a person has a 1 in 1,117 chance of being in a collision with a deer.

Additionally, SB 395 would mirror other states which allow its citizens to use or donate the meat from vehicle killed animals, which will help provide much needed dietary supplements to individuals and organizations to feed the hungry, rather than allow this high protein food source to be wasted.

The Commission believes that by providing an app for reporting animal vehicle collisions, the State will be able to reduce the number of collisions, human injury/fatalities, towing, and accident attendance and investigation and, reduce the need for Caltrans and county public works departments to remove and dispose of these animals.

The Commission greatly appreciates your support of SB 395 – Wildlife Safety Act.

Sincerely,

Joe Pecs, Chairperson  
Inyo County Fish and Wildlife Commission

cc: Senator Henry Stern, Chair Senate Natural Resources and Water Committee, State Capitol Rm 5046, Sacramento, CA 95814  
Board of Supervisors  
RCRC  
CSAC

March XX, 2019

The Honorable Henry I. Stern, Chair  
Senate Natural Resources and Water Committee  
State Capitol Room 5046  
Sacramento, CA 95814

**RE: SB 395 (Archuleta): “Wildlife Traffic Safety Act” – SUPPORT**

Dear Senator Stern,

The undersigned wildlife conservation organizations urge your strong support for SB 395 (Archuleta) – legislation which would improve public safety and help protect our wildlife by reducing the frequency of vehicle-wildlife collisions, while also allowing the recovery and use of healthy, edible wild meat currently wasted on California’s roadsides each year.

Statistics show that one out of every 16 vehicular accidents in California involve wildlife. In addition to the vehicle damage, injury and even death suffered by motorists, hundreds of thousands of small and large animals are killed on our roadways each year. According to researchers at the Road Ecology Center at the University of California at Davis, about 25,000 drivers per year in California collide with deer alone. Worse yet, according to data gathered by the California Highway Patrol (CHP) over the last six years, collisions with large game animals have resulted in over 1,500 injuries and at least 24 fatalities statewide. Yet, regardless of these staggering statistics, California has taken no action towards developing a programmatic response to mitigate these avoidable threats to the safety of our public and wildlife.

SB 395 would take a much-needed step towards addressing these risks in several ways. To begin, SB 395 would require the Department of Fish and Wildlife (DFW) to establish a user-friendly web portal or smartphone app – similar to those already in use in other western states – which would allow motorists to report the location, animal type, date, time and characteristics of vehicle-wildlife collisions. Armed with this critically needed data, Caltrans, DFW, CHP and other state agencies can better predict road-kill hotspots, measure contributing factors, and evaluate the placement of wildlife road crossings and other remedial actions to greatly reduce future vehicle-wildlife collisions.

To encourage data reporting, SB 395 would also authorize motorists to recover and salvage for human consumption edible portions of deer, elk, antelope and wild pig killed by a vehicle – provided they obtain a permit within 24 hours and provide the above referenced information to DFW. Motorists who do not choose to salvage animals would also be encouraged to report them to facilitate their removal and help populate the database.

SB 395 would improve public safety and help protect our wildlife by generating the data necessary to reduce the frequency of future vehicle-wildlife collisions. SB 395 would also help put an end to the needless waste of large animals killed on our roadways by allowing the salvage of wild game meat for those in need, or those who simply choose to enjoy a healthy, organic food source.

SB 395 will help clean California’s roadways and feed the needy today, while generating the information needed to create safe corridors for California’s public and wildlife tomorrow. For these reasons, we respectfully urge your strong support of SB 395 when the bill comes before your Senate Natural Resources and Water Committee on Tuesday, April 9<sup>th</sup>.

Sincerely,

cc: Members, Senate Natural Resources and Water Committee  
The Honorable Senator Bob Archuleta

# **SB 395 – Wildlife Not Wasted Act / California Feeds the**

## **SUMMARY**

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Senate Bill 395 would allow Californians to recover and utilize tens of thousands of pounds of organic meat currently wasted each year in California.

## **BACKGROUND/EXISTING LAW**

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Last year California passed AB 1219 the California Good Samaritan Food Donation Act. The intention to not waste any usable food and get it to those in need. Existing federal and state laws protect good faith food donors, including individuals, businesses, and government entities from civil and criminal liability. It is the intent of this legislation to make available to Californians tens of thousands of pounds of a healthy, wild, big game food source that currently is wantonly wasted each year following wildlife-vehicle collisions.

Between 1988 and 2011 a California Department of Fish and Wildlife (CDFW) sanctioned multi agency wild game meat recovery program operated in Siskiyou County California. During that time, in one county alone, 36,000 pounds of meat was donated to needy families. Similar successful laws and policies have passed and are in place in Idaho, Montana, Oregon, Washington and Alaska.

## **PROBLEM**

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California Fish and Game Code Section 2003.5 prohibits individuals from utilizing wildlife that perish as the result of a vehicle impact. Conservative estimates shared by UC Davis indicate over 20,000 deer alone are killed each year on California's roadways.

Assuming a very low estimate of 50 pounds of meat that could be recovered from each deer this equates to 1,000,000 pounds of a healthy food source wasted each year. This cannot be tolerated in a state that stands to waste nothing and at the same time has a rapidly increasing homeless problem and citizens going to bed hungry each night.



# BOB ARCHULETA

SENATOR, 32<sup>ND</sup> SENATE DISTRICT

## SB 395 – Wildlife Traffic Safety Act

### SUMMARY

Senate Bill 395 would require the California Department of Fish and Wildlife (CDFW) to create an app that would allow users to log information in regards to large game animal collisions and at the same time deliver permits for the take of these large game animals.

### BACKGROUND/EXISTING LAW

While not all Californians have to deal with large game animals on their roadways, **both urban and rural communities** are home to large populations of game animals, like deer, and unfortunately, collisions are bound to happen. In fact, the Department of Environmental Science and Policy at UC Davis estimates over 20,000 deer alone are killed each year on California's roadways.

Even more alarming, according to data gathered by the California Highway Patrol, *over the last six years approximately 8,000 large game animal collisions have resulted in over 1,500 injuries and at least 24 fatalities to motorists and passengers alike.* This is a serious issue and more data is needed to create safe corridors for both motorists and wildlife.

### PROBLEM

Large game animal collisions in California are a multi-faceted problem.

For one, there is no mechanism to track or map historically dangerous areas. We know there are areas in the state where motorists and large game animals, specifically deer, elk, and antelope are more likely to come into contact but we do not have actionable data to change any outcomes.

This data is necessary for Caltrans, CDFW and other state agencies to identify where roadway defenses can be enhanced and future wildlife highway overcrossings can be identified.

Secondly, California Fish and Game Code Section 2003.5 prohibits individuals from removing animals out of the roadway. Because of this, animals are usually left in the road after a collision. This in turn leads to a secondary hazard and more collisions. Not to mention the added cost for Caltrans to eventually clean up the road.

### SOLUTION

By mirroring legislation that is already in place in many states including Idaho, Montana, Oregon, Washington and Alaska. SB 395 will address these problems by: 1) enabling Californians to utilize an app to alert Caltrans to large animal collisions 2) decriminalizing and permitting the recovery of large game animals who were killed on California roadways and 3) requiring motorists to log the details of the collision.

All of this done together will lead to safer roadways and more data for Caltrans, CDFW and other state agencies to identify where roadway defenses can be enhanced and future wildlife highway overcrossings can be identified.

### SUPPORT

- California Deer Association (Sponsor)

### OPPOSITION

- None received

### FOR MORE INFORMATION

John Ackler, *Legislative Director*  
Email: [John.Ackler@sen.ca.gov](mailto:John.Ackler@sen.ca.gov)  
Phone: (916) 651-4032