



AGENDA
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA

Special Meeting
Chalfant Community Center,
123 Valley Road, Chalfant, CA
93514

October 21, 2014

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at www.monocounty.ca.gov. If you would like to receive an automatic copy of this agenda by email, please send your request to clerk@mono.ca.gov.

5:45 PM Call meeting to Order/ D`YX[Y`cZ5`Y[JUbWY

.....HU_Y`lci f`cZ7\ UZUbhDuf_/`fYW`bj YbY`a YYfjb[`UZyfK UFX`]b`7 ca a i b]lm7 YbhYf"

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

REGULAR AGENDA

%a) Weed Mitigation At Chalfant Park (Joe Blanchard) - Presentation by Joe Blanchard regarding weed mitigation and abatement at Chalfant County Park.
20 minutes (10 minute presentation, 10 minute discussion)

Recommended Action: Conduct workshop. Provide any desired direction to staff.

Fiscal Impact: No fiscal impact.

%b) Chalfant Streets Rehabilitation Project Update and Mailbox Survey Results (Garrett Higerd) - The Chalfant Streets Rehabilitation Project is nearing completion. The project has rehabilitated approximately 5.5 miles of local streets and roads, upgraded signage, and added driveway transitions in Chalfant and White Mountain Estates. A small amount of grant funding remains that can be used for mailbox cluster units. To more accurately gauge support for mailbox cluster units, Public Works distributed a survey to property owners in west and east Chalfant.
20 minutes (5 minute presentation, 15 minute discussion)

Recommended Action: Receive staff report and provide direction to staff regarding whether to continue to pursue the possible installation of cluster mailboxes in east and/or west Chalfant in light of survey results and other factors.

Fiscal Impact: This project is funded by the State Transportation Improvement Program (STIP). The total project cost is approximately \$1,500,000. Contractor payments will not impact the General Fund.

9c)

20 minutes (10 minutes presentation, 10 minutes discussion)

Chalfant Landfill Telecommunications Site (Stacey Simon) - Review of proposed bid package for conditional license of land at the closed Chalfant Landfill (adjacent to the Chalfant Transfer Station) for use as a telecommunications site for initial term of ten years with up to ten five-year renewals. Ultimate grant of license is contingent upon development of site design by successful bidder, application for and receipt of discretionary land use approvals (including compliance with CEQA), and amendment of Joint Technical Documents for landfill.

Recommended Action: Approve bid package with or without modifications, direct staff to issue call for bids, and provide any other desired direction to staff.

Fiscal Impact: Unknown income from license fees in amount of highest bid received, if all license contingencies satisfied. Cost to County of approximately \$5,000 to revise Joint Technical Document for the Chalfant Landfill, which is reimbursable if Agreement terminated during initial ten-year term.

1d)

10 minutes (5 minute presentation, 5 minute discussion)

Tenaya Drive Drainage Easement (Garrett Higerd) - The recent Chalfant Streets Rehabilitation Project included a new storm drain that significantly improved drainage on, and adjacent to, Tenaya Drive in White Mountain Estates. Due to on-site constraints, the alignment had to be adjusted so that a small portion crosses private property. County staff coordinated closely with the property owners and the contractor in determining the final alignment. Now we are following-up with an appropriate drainage easement attached as Exhibit 1.

Recommended Action: Adopt resolution #R14-_____, authorizing the Public Works Director to accept and consent to recordation of a drainage easement necessary for storm drain improvements adjacent to Tenaya Drive in White Mountain Estates.

Fiscal Impact: This improvement was part of the Chalfant Streets Rehabilitation Project which is funded by the State Transportation Improvement Program (STIP). Contractor payments will not impact the General Fund.

1e)

20 minutes (10 minute presentation; 10 minute discussion)

Assessment Roll Information (Bob Musil) - Presentation by Bob Musil regarding 2014/2015 Assessment Roll and market trends.

Recommended Action: None, informational only.

Fiscal Impact: None, informational only.

ADJOURNMENT

§§§§§



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

SPECIAL MEETING AGENDA REQUEST

Print

MEETING DATE	October 21, 2014	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	20 minutes (10 minute presentation, 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Joe Blanchard
SUBJECT	Weed Mitigation At Chalfant Park		

AGENDA DESCRIPTION:

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

Presentation by Joe Blanchard regarding weed mitigation and abatement at Chalfant County Park.

RECOMMENDED ACTION:

Conduct workshop. Provide any desired direction to staff.

FISCAL IMPACT:

No fiscal impact.

CONTACT NAME: Joe Blanchard

PHONE/EMAIL: 760-932-5443 / jblanchard@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time

Who

Approval

10/6/2014 11:47 AM	County Administrative Office	Yes
10/14/2014 12:25 PM	County Counsel	Yes
10/6/2014 6:01 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: October 21, 2014

To: Honorable Chair and Members of the Board of Supervisors

From: Joe Blanchard, Facilities Superintendent

Re: Weed Mitigation at Chalfant Park

Recommended Action:

Discuss the removal of excessive weeds and thorns from the county park.

Fiscal Impact:

Weed mitigation is part of our normal maintenance procedures thus there will be no additional fiscal impact.

Background:

Excessive weeds with thorns have built up around the park and Public Works, Facilities staff has tried several approaches to the problem including hand picking with CalFire staff. Local vendors have suggested applying a Weed & Feed fertilizer product which we will try next.

Respectfully submitted,

Joe Blanchard
Facilities Superintendent



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

SPECIAL MEETING AGENDA REQUEST

Print

MEETING DATE	October 21, 2014	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	20 minutes (5 minute presentation, 15 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Garrett Higerd
SUBJECT	Chalfant Streets Rehabilitation Project Update and Mailbox Survey Results		

AGENDA DESCRIPTION:

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

The Chalfant Streets Rehabilitation Project is nearing completion. The project has rehabilitated approximately 5.5 miles of local streets and roads, upgraded signage, and added driveway transitions in Chalfant and White Mountain Estates. A small amount of grant funding remains that can be used for mailbox cluster units. To more accurately gauge support for mailbox cluster units, Public Works distributed a survey to property owners in west and east Chalfant.

RECOMMENDED ACTION:

Receive staff report and provide direction to staff regarding whether to continue to pursue the possible installation of cluster mailboxes in east and/or west Chalfant in light of survey results and other factors.

FISCAL IMPACT:

This project is funded by the State Transportation Improvement Program (STIP). The total project cost is approximately \$1,500,000. Contractor payments will not impact the General Fund.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.924.1802 / ghigerd@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time	Who	Approval
10/8/2014 9:24 AM	County Administrative Office	Yes
10/14/2014 3:43 PM	County Counsel	Yes
10/15/2014 9:13 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: October 21, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, Assistant Public Works Director
Re: Chalfant Streets Rehabilitation Project Update and Mailbox Survey Results

Recommended Action:

Receive staff report and provide direction to staff.

Fiscal Impact:

This project is funded by the State Transportation Improvement Program (STIP). The total project cost is approximately \$1,500,000. Contractor payments will not impact the General Fund.

Background:

The Chalfant Streets Rehabilitation Project was first programmed for use of STIP funds by the Mono LTC in 2008. The major work item of this project was rehabilitation of 5.5 miles of local streets and roads, installation of signage, and driveway transitions in Chalfant and White Mountain Estates. New mailbox cluster units and shoulder widening on Chalfant Road were included as bid alternates, but they were not included in the contract because it appeared that the additional cost would put the project over budget.

The major work items have been completed and due to asphalt quantities coming in lower than estimated, a small amount of funding remains that can be used for mailbox cluster units. The community of White Mountain Estates has been very vocal in its support of new mailbox cluster units; however, we have received less-than unanimous support in east Chalfant. To more accurately gauge support for mailbox cluster units, Public Works distributed a survey to property owners in west and east Chalfant. See the survey attached as Exhibit 1.

Due to budget constraints and staffing levels, both the USPS and Mono County cannot take on long term maintenance of the cluster units. Therefore, property owners would be responsible for maintenance and replacement of locks and keys. This is the same arrangement that the USPS has now with existing private mailboxes.

26% of surveys mailed (63 of 240) were received by Tuesday, October 14th and the preliminary results show that **79% of property owners would prefer to keep their current mailbox and/or Post Office Box** and only 21% of Property owners would prefer to use and maintain a private mailbox cluster at the proposed location nearest their property.

Based on the survey results, **Public Works staff recommends that new mailbox clusters not be installed in West and East Chalfant** and any remaining grant funds be used to relocate a cattle guard at the intersection of Chalfant Road and Highway 6 and fog sealer. The Board of Supervisors delegated the authority to write change orders to the Public Works Director when it approved the construction contract with Qualcon Contractors.

Respectfully submitted,



Garrett Higerd, PE
Assistant Public Works Director

Attachments: Exhibit 1 – Chalfant Mailbox Survey

«name1»

«address1»

«city1», «state1» «zip1»

YOUR OPINION IS REQUESTED

PLEASE READ DESCRIPTION BELOW AND MAIL BACK THE SURVEY CARD

Would you like the option of receiving your mail in a locking Mailbox Cluster Unit? One-time grant funds are available that may be used to install mailbox clusters if there is strong community support.

Shown on the back is an image of what a Mailbox Cluster Unit would look like, and a map of where they would be located. This style of mailbox cluster is approved by the United States Postal Service (USPS) and the Bishop Postmaster supports the proposed locations. **You would not have to change your address to use a Mailbox Cluster Unit.** To begin service, users would contact the Bishop Postmaster who would assign your address to a space in a cluster unit and issue you keys. If you receive a package that is too big for your space, the mail deliverer will place it in one of the larger package lockers and put the key in your space.

Due to budget constraints and staffing levels, both the USPS and Mono County cannot take on long term maintenance of the cluster units. Therefore, property owners would be responsible for maintenance and replacement of locks and keys. This is the same arrangement that the USPS has now with existing private mailboxes.

Your opinion counts, please cut along dashed line and return survey by October 10, 2014



Please check one of the boxes

- I would prefer to keep my current mailbox and/or Post Office Box.

- I would prefer to use and maintain a private mailbox cluster at the proposed location nearest my property.

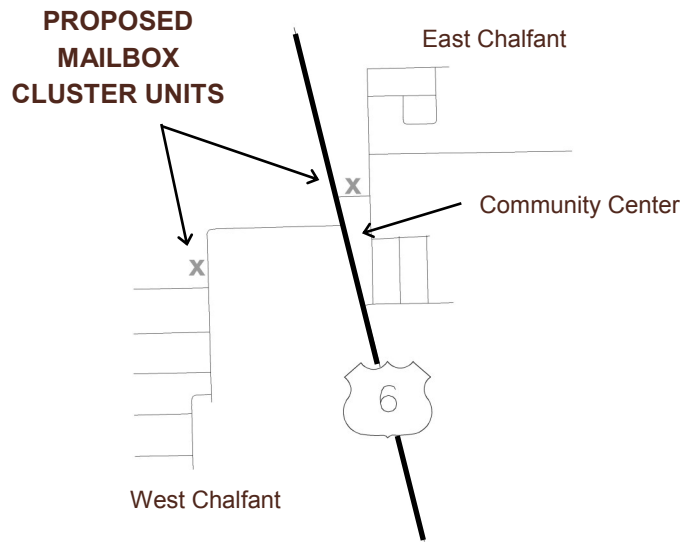
Your Comments:

**Mono County
Public Works Department
P.O. Box 457
Bridgeport, CA 93517**

✂ *-----*
Your opinion counts, please cut along dashed line and return survey card above by October 10, 2014



Mailbox Cluster Unit



Mailbox Cluster Locations

The cost of Mailbox Cluster Units to serve the whole community (approximately 20) is approximately \$38,400. This one-time grant funding will be invested into your streets if it is not spent on Mailbox Cluster Units.

Survey responses should be mailed back by October 10th.

The responses will be discussed at an evening meeting of the Board of Supervisors to be held at:

Chalfant Community Center
6:00 P.M., Tuesday, October 21, 2014

You can download the meeting agenda and a staff report presenting the responses about five days in advance at <http://monocounty.ca.gov/meetings>.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

SPECIAL MEETING AGENDA REQUEST

Print

MEETING DATE	October 21, 2014	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	20 minutes (10 minutes presentation, 10 minutes discussion)	PERSONS APPEARING BEFORE THE BOARD	Stacey Simon
SUBJECT	Chalfant Landfill Telecommunications Site		

AGENDA DESCRIPTION:

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

Review of proposed bid package for conditional license of land at the closed Chalfant Landfill (adjacent to the Chalfant Transfer Station) for use as a telecommunications site for initial term of ten years with up to ten five-year renewals. Ultimate grant of license is contingent upon development of site design by successful bidder, application for and receipt of discretionary land use approvals (including compliance with CEQA), and amendment of Joint Technical Documents for landfill.

RECOMMENDED ACTION:

Approve bid package with or without modifications, direct staff to issue call for bids, and provide any other desired direction to staff.

FISCAL IMPACT:

Unknown income from license fees in amount of highest bid received, if all license contingencies satisfied. Cost to County of approximately \$5,000 to revise Joint Technical Document for the Chalfant Landfill, which is reimbursable if Agreement terminated during initial ten-year term.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-924-1704 or 760-932-5418 / ssimon@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff report](#)
- [Bid Manual](#)
- [Sample Agreement](#)
- [Site Map](#)

History

Time	Who	Approval
10/15/2014 1:20 PM	County Administrative Office	Yes
10/15/2014 12:48 PM	County Counsel	Yes
10/15/2014 1:14 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputies
Christian Milovich
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Facsimile
760-924-1701

Legal Assistant
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: October 21, 2014

Re: Chalfant Landfill Telecommunications Site License

Recommendation

Approve bid package with or without modifications, direct staff to post and publish call for bids, and provide any other desired direction to staff.

Fiscal Impact

Unknown income from license fees in amount of highest bid received, if all license contingencies satisfied. Cost to the County of approximately \$5,000 to revise the Joint Technical Document for the Chalfant Landfill which is reimbursable if Agreement terminated during initial term.

Discussion

For many years the County has attempted to encourage and/or facilitate the provision of cellular phone service in the Chalfant Valley and surrounding areas. These attempts have involved a number of different proposals, efforts, and actions on behalf of the County and others, none of which has yet resulted in service becoming available.

One of the several identified barriers to service is the lack of a dedicated and available site. To address this barrier, the concept of licensing a portion of the closed Chalfant Landfill (adjacent to the operating transfer station) for the installation of a telecommunications facility has been suggested.

Prior to licensing County property for such purposes (and assuming a license that has a term in excess of ten years or that is renewable), the following steps must be completed:

- The County must post (for 15 days) and publish (two times) a call for bids in a newspaper of general circulation within the county and award the license to the highest bidder submitting a bid in response, or reject all bids.
- The person or entity proposing the use must apply for, and be granted, discretionary land use approvals for the facility. The types of approvals required would depend on the specifics proposed by the provider. At a minimum a conditional use permit would be required.
- The County must comply with its obligations under the California Environmental Quality Act (CEQA) prior to approving any specific proposal and/or issuing permits.
- The County must amend the Joint Technical Document (JTD) for the closed Chalfant Landfill to allow the use.

In furtherance of the above, staff has drafted a bid package (including a proposed *License and Agreement* for the site-- which would take effect only upon the granting of all required land use approvals, CEQA compliance, and amendment of the JTD for the landfill), and is requesting Board input on the package, and approval to issue a call for bids.

Among other things, the bid package provides for a 10-year license, renewable for up to ten additional five-year terms at the discretion of the licensee (i.e., a total of up to 60 years). It also requires that certain deadlines be met by the successful bidder with respect to its submittal of application(s) for land use approvals (90 days from entry into the *License and Agreement*) and for the provision of cellular service (one year from satisfaction of all license contingencies). In addition, there are performance standards that would be applicable to the ultimate cellular service provider (which may be a sub-licensee on the site).

If the *License and Agreement* is awarded to a successful bidder, and that successful bidder is granted all required land use approvals (following compliance by the County with CEQA), then the County would be obligated under the License and Agreement to amend its JTD for the landfill to allow the use. As noted above, the cost of this amendment is anticipated to be approximately \$5,000. The source of those funds has not yet been identified. The proposed *License and Agreement* contains a provision requiring reimbursement of these costs should the agreement be terminated for any reason within the first ten years.

Finally, it is important that the Board and the public be aware that this call for bids may not result in an offer to license the property. In the event that no offers (or no reasonable offers) are received, then there are other procedures for the license of County property which could be pursued. In general, those procedures are more complex, costly, and time-consuming and so it is hoped that the current path does yield results.

Included with this staff report is a draft of the proposed bid package for your review. If you have any questions regarding this item prior to your meeting, please call me at 924-1704 or 932-5418 or call Nate Greenberg at 760-924-1819.

Encl.

BID MANUAL
FOR
CHALFANT LANDFILL
TELECOMMUNICATIONS SITE
LICENSE AND AGREEMENT
MONO COUNTY, CALIFORNIA



Invitation for Bids
Instructions to Bidders
Proposal Forms
Location Map
Proposed License and Agreement

AWARDING AGENCY:

COUNTY OF MONO

Department of Information Technology
Post Office Box 7657
Mammoth Lakes, California 93546
760.924.1819

BID SUBMITTAL DEADLINE:

4:30 PM, **XXXXXX**, 2014
Information Technology Director
County Offices, Minaret Mall, Second Floor
P.O. Box 7657
Mammoth Lakes, California 93546

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DRAFT

COUNTY OF MONO, DEPARTMENT OF INFORMATION TECHNOLOGY

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TELECOMMUNICATIONS SITE LICENSE AND AGREEMENT*

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3. Proposal Forms P-1 – P-8
4. Proposed License and Agreement LA-1 – LA-17
5. Location Map..... M-1

DRAFT

INVITATION FOR BIDS

CHALFANT LANDFILL TELECOMMUNICATIONS SITE LICENSE AND AGREEMENT

Notice is hereby given that the Mono County Department of Information Technology calls for bids from interested cellular service providers or cellular service infrastructure providers to enter into a License and Agreement related to a portion of that real property known as the Mono County Chalfant Landfill (closed), for the purpose of installing telecommunications infrastructure and, thereafter, providing cellular service (whether directly or through subcontract or sub-license) to the Chalfant Valley and adjacent areas of Mono County (the "License"). The License would be for an initial term of ten years, with up to ten additional automatic five-year renewals at the discretion of the Licensee. The successful bidder (or its sub-contractor) would be required to meet specified performance standards for the provision of cellular service.

The License conditionally granted by the License and Agreement would be contingent upon subsequent application for and receipt by the successful bidder of a conditional use permit and other applicable planning permits/approvals (the nature of which depend on the specifics of the proposal) for the use through the Mono County Community Development Department. That process includes compliance with the California Environmental Quality Act. In addition, the License would be contingent upon amendment, by Mono County, of the technical documents for the Chalfant Landfill (the "JTD"). Such amendment is subject to review and approval by CalRecycle.

The Bid Manual (Invitation For Bids, Instructions To Bidders, Site Map, Proposal Forms, and Proposed License and Agreement) provides in detail the County's requirements for the License and Agreement. The Bid Manual may be picked up in person at the County's Information Technology offices located on the second floor of the Minaret Mall in Mammoth Lakes, Suite 228 or obtained from the Information Technology Director at ngreenberg@mono.ca.gov, (760) 924-1819.

Each bid shall be made on the proposal forms contained in the Bid Manual.

Bids may be mailed to the Director of Information Technology (the "Director") at P.O. Box 7657, Mammoth Lakes, California, 93546, or hand delivered to the Information Technology offices on the second floor of the Minaret Mall in Mammoth Lakes, California, Suite 228. In either event, to be considered, bids must be **received** by the County no later than 4:30 PM, **XXXX** 2014.

Nate Greenberg, Information Technology Director

INSTRUCTIONS TO BIDDERS

CHALFANT LANDFILL TELECOMMUNICATIONS SITE LICENSE AND AGREEMENT

1. SECURING BID DOCUMENTS

The Bid Manual (Invitation for Bids, Instructions to Bidders, Site Map, Proposal Forms, and Proposed License and Agreement), all of which comprise the Bid Documents, provide in detail the County's requirements for the License and Agreement. The Bid Manual is available from the County's Information Technology Director at ngreenberg@mono.ca.gov, or 760-924-1819, or may be picked up in person at the County's Information Technology offices located on the second floor of the Minaret Mall in Mammoth Lakes, California (Suite 228).

2. THE PROJECT

The proposed project consists of entry, by the successful bidder and the County, into an agreement to license a portion of that real property known as the Mono County Chalfant Landfill (closed) for the purpose of installing telecommunications infrastructure and, thereafter, providing from the site (whether directly or through subcontract or sub-license) cellular service to the Chalfant Valley and adjacent areas of Mono County (the "License"). The License would be for an initial term of ten years, from the date all contingencies (see paragraph 3 of these instructions) are satisfied, with up to ten additional automatic five-year renewals at the discretion of the Licensee.

3. PLANNING AND SOLID WASTE APPROVALS: CONTINGENCIES

The License granted by the License and Agreement would be contingent upon receipt, by the successful bidder, of a conditional use permit and any other applicable planning permits/approvals for the use of the Property through the Mono County Community Development Department, and compliance with any associated environmental review and or permit requirements. Such approval(s) are discretionary with the County.

The License would also be contingent upon amendment, by Mono County, and approval by CalRecycle, of the joint technical documents (the "JTD") governing the Chalfant Landfill to allow for the proposed use. The Agreement would commit County to processing such an amendment if all necessary land use approvals are granted.

4. INTERPRETATION OF BID DOCUMENTS

No representative of the County or its agent, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Bid Manual, and a submission of a bid constitutes agreement by the bidder that it has placed no reliance on any such oral explanation or interpretation. However, the County or its agent may, upon inquiry by a bidder, direct the bidder's attention to the specific provisions of the Bid Documents that cover the subject of the inquiry.

5. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the Proposal Forms contained in the Bid Manual with all items completely filled out with typewritten or legible handwritten responses, and shall be accompanied by the Bidder's Qualifications Statement. Signatures of all persons signing shall be in longhand.

- B. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- C. Each bid is to be in accordance with the Proposed License and Agreement. Before submitting a bid, bidders shall carefully read the Proposed License and Agreement and inform themselves fully as to all existing conditions and limitations. It is highly recommended that any potential bidder make a visit to the site before submitting a bid. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character and quality of the License and Agreement and as to the requirements of the Bid Manual. The submission of a bid shall also be conclusive evidence that the person signing the Proposal Form is authorized to bind or obligate the bidder to the License and Agreement.
- D. Bidder's attention is directed to the insurance and bond provisions provided in the Proposed License and Agreement. It is highly recommended that the bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission.
- E. Each bidder shall inform itself of, and the successful bidder, shall comply with, all federal, state, and local laws, statutes and ordinances relative to the License and Agreement.
- F. Proposals must be received in a sealed, opaque envelope clearly labeled with CHALFANT LANDFILL TELECOMMUNICATIONS SITE LICENSE AND AGREEMENT printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.
- G. To be considered, bids must be **received** by the Director of Information Technology (the "Director") no later than **XXXXXX** 2014. Bids may be mailed to the Director at P.O. Box 7657, Mammoth Lakes, California, 93546, or hand delivered to the County's Information Technology Office on the second floor of the Minaret Mall in Mammoth Lakes, California (Suite 228).
- H. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a two-day delivery. Bidders should also take potential holiday mail delays into consideration.

6. MODIFICATION OF BID

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

7. WITHDRAWAL OF BID

Bids may be withdrawn by the bidder without prejudice up to, but not later than, the time fixed for the bid submission deadline. Such withdrawal may be made by written letter or by email request. Such request shall be signed by an authorized representative of the bidder. Bids so withdrawn will be returned unopened to the bidder by the County. Bids withdrawn following bid opening shall be permitted only in the discretion of the Director.

8. BID EVALUATION

- A. Personnel from the Information Technology Department will evaluate the bids, identify the highest responsive bid by a responsible bidder, and distribute to all bidders a Notice of Intent to Award the License and Agreement to that identified bidder.
- B. Bid evaluation will consist of reviewing submitted bids for responsiveness, ranking the responsive bid amounts from lowest to highest, and investigating whether the apparent high bidder appears to be a “responsible bidder.” Said investigation may include a request for bidder references and/or insurance certificates and bonds, a request for documents demonstrating the bidder’s solvency and available resources, and consideration of the bidder’s performance on any prior contracts with the County. The County reserves the right to waive any informality or irregularity in any bid.

9. BID PROTEST PROCEDURE

- A. A bid protest period shall commence immediately upon distribution of the Notice of Intent to Award the License and Agreement, during which time any interested person or entity may file a protest in accordance with the directions below with respect to that apparent high bid, or to any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent high bidder, or of any other bidder.
- B. Bidders who wish to lodge a protest as to the award of the contract must do so before 4:30 p.m. of the 5th business day following the notice of intent to award the License. Bid protests must be received by the Mono County Director of Information Technology before the bid protest deadline. Delivery may be by mail or hand delivery to the same address provided for the receipt of bids or by email to ngreenberg@mono.ca.gov. Failure to timely file a written protest shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.
- C. Bid protests must be submitted in writing to the Director of Information Technology and include the following: 1) the name of the person or entity making the protest, 2) the name of the bid project, 3) a complete statement of all legal and factual grounds for the protest, 4) any documentation supporting the protestor’s grounds for the protest, and 5) the form of relief requested and the legal basis for such relief.
- D. If a valid protest is timely filed, the Information Technology Department shall investigate the bid protest. The protested bidder shall have three (3) business days to respond and to provide any information requested by the Department. The Department shall respond to the protesting party, stating its findings.
- E. The protest procedure described herein must be pursued and exhausted before any person or entity may commence litigation against the County of Mono, or any of its officers, agents, or employees related to or arising out of the award of a contract for the construction of the project to a bidder whose winning bid could have been the subject of a protest as outlined above.

10. AWARD OR REJECTION OF BIDS

- A. After expiration of the bid protest deadline, the County may, in its discretion: Award a License and Agreement notwithstanding the filing of a bid protest; refrain from awarding a License and Agreement pending resolution of any or all bid protests; or otherwise proceed as it deems appropriate, including without limit rejecting all bids received. If it chooses to award one, the County shall award the License and Agreement to the bidder found responsible by the County which has submitted the highest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a License and Agreement, the License and Agreement will not be in force until it is approved and fully executed by the County and the bidder. Further, the License

granted by the Agreement shall not be in effect unless and until all applicable conditions precedent have been met.

- B. Payment by the successful bidder under any License resulting from this Invitation for Bids will be consistent with the License and Agreement, a sample of which has been provided with this Invitation for Bids. Any License and Agreement awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, national origin, gender, disability, medical condition, marital status, or ancestry.

11. EXECUTION OF LICENSE AND AGREEMENT

- A. Accompanying the County's Notice of Award will be the License and Agreement, which the successful bidder will be required to execute and return, together with the required certificates of insurance, to the County within seven calendar days following receipt of such Agreement and Notice of Award. The License granted by the Agreement will be contingent upon compliance with the California Environmental Quality Act (CEQA), approval by County of all necessary land use permits/approvals for the proposed use of the Property, compliance with all permit conditions, and upon County's amendment of the JTD for the Chalfant Landfill to authorize the proposed use. Failure to return the signed License and Agreement shall be just cause for annulment of the award. Signature by the authorized representative of both parties constitutes execution of the License and Agreement.
- B. In the event of failure of the highest responsible bidder to sign and return the License and Agreement with acceptable insurance certificates as prescribed herein, the County may award the License and Agreement to the next highest responsible bidder, and so forth, until a fully-executed Agreement and insurance certificates are received by the County.

12. BONDS OR OTHER RECLAMATION SECURITY

The successful bidder, as Licensee will, upon satisfaction of all conditions precedent to the effectiveness of the License and prior to installation of the facilities, be required to provide the County with a performance bond, letter of credit, or other financial assurances acceptable to County, in an amount determined by engineer's estimate (or \$10,000 whichever is greater) to guarantee removal of all telecommunications structures and/or facilities from the site and site reclamation in accordance with the License and Agreement and any land use permit conditions or conditions of approval.

13. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same project unless alternative bids are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

14. COORDINATION WITH COUNTY LANDFILL OPERATIONS

Bidders are required to inform themselves fully of the conditions relating to construction of structures within a closed landfill (see Title 27 CCR §21190), and operations at the site. The bidder must employ, as far as possible, such methods and means in the carrying out of the project as will not cause any interruptions or interference with the operations of the facility at which the work is being performed.

PROPOSAL

CHALFANT LANDFILL TELECOMMUNICATIONS SITE LICENSE AND AGREEMENT

Proposal of _____ (hereinafter, "Bidder"), organized and existing under the laws of the State of California, doing business as _____ (e.g., "a partnership;" "a corporation;" "an individual"), as applicable, to the County of Mono, (hereinafter, "the County"). This bid proposal consists of the attached pages P-1 through P-8.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to enter into the Chalfant Landfill Telecommunications Site License and Agreement in strict accordance with the Invitation For Bids, Instructions to Bidders, Location Map, Proposed License and Agreement, any applicable addenda, and other Contract Documents, within the time periods set forth therein, at prices stated on the attached License Fee Schedule.

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

Bidder hereby agrees to submit an application for a Conditional Use Permit (CUP) and application(s) for other applicable planning permits/approvals through the County's Community Development Department on or before ninety (90) calendar days following the award of the Agreement and License by the County, and to commence installation of the cellular facility on the site on or before one year following satisfaction of all contingencies to the effectiveness of the License (i.e., CEQA compliance, receipt of discretionary land use approvals, and amendment, by County, of Joint Technical Documents for the site), unless these deadlines are extended by the Director of Information Technology.

Bidder's Company Name: _____

Company Address: _____

Office Telephone No.: _____ Fax No.: _____

Email Address: _____

Mono County Business Lic. No.: _____

Name of Company Officer: _____ Title: _____

Bidder's Signature

Date

(Add seal if by a corporation)

COUNTY OF MONO, DEPARTMENT OF INFORMATION TECHNOLOGY

LICENSE FEE SCHEDULE

*CHALFANT LANDFILL
TELECOMMUNICATIONS SITE LICENSE AND AGREEMENT*

Bidder hereby offers to License from County the property particularly described in the Proposed License and Agreement provided as a part of the Bid Manual for the term set forth therein for the following amount(s) (Use either Schedule A or Schedule B):

Schedule A:

Initial Term	License Fee
Year One	
Year Two	
Year Three	
Year Four	
Year Five	
Year Six	
Year Seven	
Year Eight	
Year Nine	
Year Ten	
First Optional Renewal	
Year One	
Year Two	
Year Three	
Year Four	
Year Five	
Second Optional Renewal	
Year One	
Year Two	
Year Three	
Year Four	
Year Five	
Third Optional Renewal	
Year One	
Year Two	

Year Three	
Year Four	
Year Five	
Fourth Optional Renewal	
Year One	
Year Two	
Year Three	
Year Four	
Year Five	
Fifth Optional Renewal	
Year One	
Year Two	
Year Three	
Year Four	
Year Five	

Schedule B

Year One	Annual escalator

COUNTY OF MONO, DEPARTMENT OF INFORMATION TECHNOLOGY

ACKNOWLEDGEMENTS

*CHALFANT LANDFILL
TELECOMMUNICATIONS/WIRELESS INTERNET SITE LICENSE AND AGREEMENT*

RECEIPT OF ADDENDA

The County of Mono is advised that Bidder has received the following addenda for the Contract Documents, for the above-referenced License:

Addendum Number: Issuance Date: _____

Subject Matter: _____

Addendum Number: Issuance Date: _____

Subject Matter: _____

If you did not receive any addenda for the above-referenced project, please initial here: _____

ACKNOWLEDGEMENT OF OPTIONAL SITE VISIT(S)

The County of Mono is advised whether I have visited the project site as acknowledged by my initials below. Regardless of whether I have visited the site, I have made myself aware of the conditions that exist and have prepared the attached proposal accordingly.

Yes _____ No _____

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

COUNTY OF MONO, DEPARTMENT OF INFORMATION TECHNOLOGY

BIDDER'S QUALIFICATION STATEMENT

CHALFANT LANDFILL TELECOMMUNICATIONS SITE LICENSE AND AGREEMENT

This Qualifications Statement will be used by Mono County to determine if a bidder is qualified to meet the obligations set forth in the Proposed License Agreement and therefore to find if the bidder is a "responsible" bidder. The Qualifications Statement should be completed on behalf of the bidder by an officer or other individual who is knowledgeable about the Bidder's past and current operations, policies, and practices. A response must be provided to each question. If a particular question does not apply, the response should state "not applicable" or "N/A". **Qualifications statements that contain missing or incomplete answers may render the proposal non-responsive.** The County reserves the right, however, to allow the bidder to submit additional information pertaining to its qualifications after the bid-submission deadline if circumstances warrant and to waive any error or defect in a Bidder's Statement.

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

The following documents or information must be included with your Qualifications Statement for this Bid Proposal (Existing certification and license information on file with the County and current may meet the requirements of this section subject to verification prior to award of any License):

Insurance: Bidder must provide proof that the firm is insured at least to the limits identified in the Proposed License and Agreement.

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

Site Plan: The bidder must provide a site plan/diagram of the proposed facility.

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

1. TYPE OF ORGANIZATION

- _____
- If Corporation, include year and state incorporated
- If Partnership, state whether general or limited
- If Sole Proprietorship, include name of owner
- If Joint Venture*, include name all partnering firms

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

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

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

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

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

3. FINANCIAL INFORMATION:

- A. Are there any liens outstanding against the bidder? Yes No
(if yes, provide a detailed explanation on an attached sheet)
- B. Has the bidder, Principals or Key Personnel been party to a bankruptcy or reorganization proceeding with the last five years? Yes No
(if yes, provide a detailed explanation on an attached sheet)

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

A. During the past five years has the Bidder:

- i. Been subject of a lien or claim of \$25,000 or more by a contractor or supplier? Yes No
- ii. Failed to complete a contract? Yes No
- iii. Been defaulted on any contract? Yes No
- iv. Had a contract terminated? Yes No
- v. Had liquidated damages assessed against? Yes No
- vi. Been a plaintiff or defendant in any lawsuits arising out of public or private contracts? Yes No

B. During the past five years has the Bidder, Principals or Key Personnel:

- i. Been the subject of an investigation involving any alleged violation of criminal law, civil antitrust law or other federal, state, or local civil law? Yes No
- ii. Been convicted after trial or by plea of any felony under state or federal law? Yes No
- iii. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of an antitrust law? Yes No
- iv. Been the subject of an investigation of any alleged violation of federal, state, or local regulations by any public agency? Yes No
- v. Been found to have committed a violation of any labor law or regulation including prevailing wage rates and fair labor practices? Yes No
- vi. Been a plaintiff or defendant in any lawsuits arising out of public or private contracts? Yes No

**LICENSE AND AGREEMENT BETWEEN MONO COUNTY AND _____
FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

The parties to this Agreement are the County of Mono, a political subdivision of the State of California ("**County**" or "**Licensors**") and _____, a _____ company ("_____" or "**Licensee**"). County and _____ are collectively referred to as "the Parties." This License and Agreement shall be deemed entered into as of the date provided in paragraph 2 ("the **Effective Date**").

Recitals

- A. The County owns certain real property located at 500 Locust Street, Chalfant, Mono County, State of California, Assessor's Parcel No. 26-200-44, as more fully described in Attachment A, attached hereto and made a part hereof (" the **Property**").
- B. The County is willing to grant to Licensee a ten-year license, renewable at Licensee's option, for up to ten additional five-year terms, for use of a portion of the Property and for access thereto, ("the **Licensed Premises**"), on the terms and conditions set forth in this License and Agreement and contingent up receipt of all necessary planning/land use approvals (the "**Planning Approvals**") and associated compliance with the California Environmental Quality Act (CEQA), and upon amendment by County of the joint technical documents ("**JTD**") for the Chalfant Landfill to allow such use. The Licensed Premises is further described in Attachment B, attached hereto and made a part hereof.
- C. Before entering into this License and Agreement, the County complied with the licensing procedures set forth in Government Code section 25537 (a), including the publishing and posting of a call for bids and the acceptance of the highest bid received in response thereto.

Agreement and License

On the basis of the mutual covenants, conditions and understanding set forth in this License and Agreement, together with its Recitals, the Parties agree as follows:

1. GRANT OF LICENSE.

A. Subject to the contingencies set forth in sub-paragraph B below, County hereby grants Licensee a non-transferable license to enter, install equipment on, and use the Licensed Premises, as further described in subdivisions C and D and in Attachment B of this Agreement, for a period of ten (10) ten years from the License Date provided in paragraph 2 (the "**License Date**").

B. The grant of this License (and the payment of License Fees as set forth in paragraph 3) is expressly contingent upon the following conditions being satisfied:

- i. Discretionary Planning Approvals. Licensee must apply for and receive all applicable Planning Approvals from the County for the proposed use including, but not limited to, a Conditional Use Permit, and shall comply with all permit conditions and conditions of approval throughout the term of the License. Licensee must submit completed application(s) for the Planning Approvals within 90 days of execution of this Agreement, unless that deadline is extended in writing by the County's Director of Information Technology (the "**Director**"). Licensee understands that grant of the Planning Approvals is within the County's sole discretion and that such Approvals may be granted in whole or in part, with conditions or modifications, or that they may be denied.
- ii. Compliance with CEQA. The County's consideration and possible grant of the Planning Approvals requires compliance with CEQA. Such compliance will occur prior to consideration of the Planning Approvals by the County's decision making body and shall be in accordance with the

County's standard CEQA processing requirements and all applicable law. Upon receipt of completed application(s) for the Planning Approvals, County will process the applications, including conducting required review, and make a determination as to whether to approve, conditionally approve, or deny the proposed uses in good faith and within a reasonable period of time.

- iii. Amendment of JTD for Chalfant Landfill. Upon receipt, by Licensee, of the Planning Approvals (if granted), County shall in good faith and within a reasonable period of time, process an amendment to its JTD for the Chalfant Landfill to include Licensee's then-permitted use and shall submit that amendment to CalRecycle for approval. The amendment shall be considered made when approved by CalRecycle.

C. Upon satisfaction of the above contingencies and issuance of written confirmation thereof by County, Licensee shall erect a wireless communications tower and other related improvements as detailed in the Planning Approvals (collectively the "**Communications Tower Facility**") on the Licensed Premises. All structures shall comply with the regulations found in Title 27 CCR Section 21190, relating to the construction of permanent structures on closed landfill sites. Thereafter, Licensee shall install (or provide by sub-licensee for the installation of) wireless communication systems to transmit and receive communications signals to and from the Communications Tower Facility. Licensee may also construct buildings or cabinets on the Licensed Premises to house equipment, with standard and emergency electrical provisions in and to the buildings or cabinets, and may run columns, supports and foundations from the air space to, on and into the land below, for the support of the building(s) that Licensee or its sub-licensee erects for its use and as authorized herein and as more particularly described in the Planning Approvals. The buildings or cabinets and the base of the tower will be fenced for security at Licensee's expense. The fence type shall be as set forth in the Planning Approvals.

Said installation and use shall be effected with all reasonable diligence and precaution to avoid damage to the Property and the Licensed Premises and to the structures, equipment, and facilities thereon.

In the provision of such wireless communication services, Licensee understands and agrees that there is currently no source of electrical power to the site. If Licensee requires/desires electrical power for its operations, it shall be solely and fully responsible for arranging and paying for such service. Any such service shall be made available to County for use in its Transfer Station operations or other uses on the Property.

D. The Licensed Premises includes:

- i. A non-exclusive, unimpaired right to access the Communications Tower Facility from public roads, on foot or motor vehicle, which access shall be separate from the entrance to the County's Transfer Station facility, as shown on Attachment B, for twenty-four (24) hours per day, seven days per week over and across Licensor's Property from an adjacent public right-of-way for the purpose of providing Licensee and/or its sub-licensee/contractor with a right to cross, and means of reasonable ingress and egress, including temporary parking of vehicles and equipment, to and from the Licensed Premises to install, maintain, repair, operate, service, replace and remove the Communications Tower Facility and associated equipment and buildings, utility wires, poles, cables, conduits, and pipes, and to provide utilities to Licensee's equipment on the Licensed Premises.
- ii. A non-exclusive, unimpaired right to install, maintain, repair, operate, service, replace, and remove utility wires, poles, cables, conduits, and pipes, so as to provide utilities to the Communications Tower Facility (the "**Utility Access**"). Such utilities shall be installed and maintained in accordance with the County's Land Development Regulations and with all planning/land use permit conditions and mitigation measures, which may include an additional or amended site plan.
- iii. A non-exclusive, unimpaired right to install vegetation and screening around the Licensed Premises as necessary to meet the applicable landscaping and buffering requirements of the

respective County's Land Development Regulations, Planning Approvals and mitigation measures, if and when such placement should ever be required.

E. Notwithstanding the foregoing, and without any conditions precedent or contingency except as set forth in this paragraph E, upon execution by the parties of this Agreement, Licensee, its agents, or contractors may, at Licensee's sole cost and expense, enter upon the Licensed Premises and conduct studies as Licensee deems necessary to determine the suitability of the Property for Licensee's proposed use. These studies may include, without limitation, surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests, and other analyses and studies. Prior to entering the Licensed Premises in accordance with this paragraph, Licensee shall provide a minimum of seven calendar days' written notice to the County Solid Waste Superintendent (the "**Superintendent**") at P.O. Box 457, Bridgeport, CA 93546 or by email to tdublino@mono.ca.gov. The Superintendent shall respond to the notice in writing within five calendar days of its receipt to confirm whether the entry is approved or approved subject to conditions.

F. Upon the prior written consent of County, which consent shall not be unreasonably withheld, Licensee may authorize its sub-licensees/contractors, as necessary, and any utility providers, for the purpose of providing electric, telephone and other utilities to the Licensed Premises, to enter the Licensed Premises to install, maintain, repair, operate, service, replace and remove such utilities.

G. Licenser warrants that it has title to the Licensed Premises, and no other person or corporation has the right to lease the same for the term and the renewals thereof granted by this Agreement. Licenser further covenants that Licensee, upon the payment of the rents herein, and the performance of all the conditions herein, shall have the peaceful and quiet possession of the Licensed Premises, without hindrance on the part of the Licenser or any person or persons claiming by, through or under the Licenser, for the Term, as defined below, herein Licensed, except that Licenser may cultivate the remainder of the Property as long as it does not unreasonably interfere with Licensee's use of the Licensed Premises.

H. The County reserves the right to license the Property to others for any use it sees fit, excluding the installation of another communication tower facility or the provision of other wireless communication service. The County shall ensure, however, that no such other licensee or licensees uses or will use the Property in any manner that interferes with Licensee's use of the Licensed Premises or Licensees' provision of wireless communication services pursuant to this License and Agreement. The above notwithstanding, via this License and Agreement, Licensee is given the exclusive right to use the Licensed Premises to construct, operate and maintain a Communications Tower Facility and the County shall not enter into any Agreement allowing a third party to use the Licensed Premises to construct a tower for the provision of wireless communication services.

I. Licensee accepts the Licensed Premises in "as is" condition and understands that County has made no representation or guarantee to it that the Licensed Premises is suitable or desirable for the installation of a wireless communications tower.; in this regard Licensee acknowledges it has had an opportunity to inspect the Licensed Premises to determine its suitability for this purpose.

J. Upon termination of this License and Agreement, Licensee shall remove all of the equipment, devices, and other items it has installed or placed on the Licensed Premises, and shall restore any portions of the Licensed Premises or the Property it has disturbed as a result of its activities under this License and Agreement as nearly as possible to their condition on the Effective Date, reasonable wear and tear and damage by casualty excepted and consistent with applicable Planning Approvals. Licensee agrees to and shall maintain any portions of the Property and the Licensed Premises affected by its activities under this License and Agreement in a clean, safe, and orderly condition.

K. Notwithstanding the foregoing or any other provision of this License and Agreement, the parties agree that the County is not an insurer and provides no guarantees or assurances of any kind regarding the safety or security of the Property or the Licensed Premises, nor is it hereby undertaking any obligation to provide security services related to Licensees equipment or operations. Rather, Licensee assumes the risk of loss from any alleged lack of security related to the Property, the Licensed Premises, or its equipment and operations, except for loss caused by the County's willful misconduct.

2. TERM

This Agreement shall commence on the date it is executed by both parties (the “**Effective Date**”) and shall terminate (unless otherwise provided) either upon termination of the License granted pursuant to paragraph 1, including any successive renewal terms, or upon nonsatisfaction of any or all of the contingencies set forth in subparagraph 1.B, within the time periods provided, or as they may be extended. If the contingencies set forth in subparagraph 1.B. are satisfied, then the term of the License shall be ten (10) years (“**Initial Term**”) commencing on the date that County provides written notice to Licensee that all contingencies are satisfied (the “**License Date**”), unless otherwise terminated as provided herein. Licensee shall have the right to renew the License for ten (10) successive five (5) year periods (the “**Renewal Terms**”), on the same terms and conditions as set forth herein. This License shall automatically be extended for each successive Renewal Term unless Licensee notifies Licensor of its intention not to renew prior to the commencement of the succeeding Renewal Term, on or before three (3) months before the end of the License term or renewal. The Initial Term and any Renewal Terms shall collectively be referred to as the “**Term**”.

3. CONSIDERATION

In consideration of the valuable rights provided herein, Licensee shall, commencing on the Effective Date pay a license fee (the “**License Fee**”) in the amounts set forth in the Fee Schedule attached hereto as Attachment C and incorporated by this reference, to the County by the first day of each month of the term of this License and Agreement.

All payments shall be by check made payable to "County of Mono" and delivered to the County's Director of Finance at the following address:

County Of Mono
Department of Finance, Auditor-Controller
P.O. Box 556
Bridgeport, CA 93517

[[Or: The Monthly License Fee for the first twelve-month period that the License is in effect shall be _____. During the Initial Term and each Renewal Term, the Monthly License Fee shall increase on each anniversary of the Effective Date by three percent (X%) of the License Fee for the previous year.]]

In addition, Licensee shall provide directly, or contract for the provision of, cellular communications services in a commercially-acceptable manner to residents in the Chalfant Valley and surrounding areas within one year of the License Date. This deadline may be extended in writing by the Director in his discretion, but shall be extended if Licensee has shown good faith (but unsuccessful) efforts to secure a cellular provider for the site in sufficient time to meet the deadline.

Once service is commenced, the provision of internet service to residents in the Chalfant Valley and surrounding areas shall be subject to the performance standards set forth in paragraph 4 below (the “**Performance Standards**”).

4. PERFORMANCE STANDARDS

Licensee understands and agrees that, because the Property is leased by the Licensor to enable it to provide certain public services, the Property is, for purposes of this License and Agreement, public property; and that, as a result, Licensor has an obligation to require any private party it allows to use the Property for the provision of a service to the public on a commercial basis to meet certain performance standards in providing that service. Therefore, Licensee shall observe and comply with the following Performance Standards in providing cellular service pursuant to this License and Agreement and shall by contract, enforceable by Licensor as a third-party beneficiary, require any assignee or Sub-licensee/contractor to meet these performance standards:

A. Use all best efforts to provide cellular service to subscribers on a 24 hours-per-day, 7 days-per-week, 365 days per-year basis. The service provided shall be equal to or exceed the level of service that Licensee or its Sub-Licensee provides to its other subscribers in the region (i.e., those receiving internet service from Licensee or Sub-

licensee via equipment and facilities located on a site other than Property). If neither Licensee nor its Sub-Licensee provides cellular service in the region, then the service provided shall be equal to or exceed the level of services provided by other service providers operating in the region.

B. Via whatever means is most effective, provide subscribers with as much notice as possible whenever cellular service will be unavailable due to routine or scheduled maintenance, repair, or system upgrade. In no event, however, shall less than 48 hours notice be given, and best efforts shall be made to minimize the amount of time service is unavailable due to such repair, maintenance, or upgrade.

C. If, due to an event or circumstance beyond its control (e.g., fire, storm, tree fall), Licensee (or a Sub-Licensee) is unable to provide cellular service to any of its subscribers, it shall use its best efforts, and take whatever action is warranted, to ensure that service is resumed as soon as is practicable under the circumstances.

Licensee understands and agrees that, in order for Licensor to ensure that Licensee complies with the Performance Standards set forth above, Licensor will continuously monitor that service, for example by periodically speaking with Licensee's or Sub-licensee's subscribers, to determine whether the service is available to its subscribers and the duration of the periods, if any, when service is unavailable.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Licensee to provide the services and work described in this Agreement must be procured by Licensee with due diligence and be valid at the time Licensee engages in any such services and work under this License and Agreement. Further, during the Term of this License and Agreement, Licensee must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates and permits may include, but are not limited to, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Licensee at no expense to the County. Licensee will provide the County, on or before the execution of this License and Agreement, with evidence of the current and valid licenses, certificates, and permits which are required to provide the services described in this License and Agreement; in the event of a dispute, the County reserves the right to reasonably determine whether a particular license or permit is required to provide such services.

6. DEBT SECURITY

Title to Licensee's Communications Tower Facility and other equipment on the Licensed Premises (the "**Licensee Facilities**") shall be held by Licensee. All Licensee Facilities shall remain Licensee's personal property and are not fixtures. Licensee has the right to remove all Licensee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Licensee repairs any damage to the Premises caused by such removal. Licensor waives any lien rights it may have concerning the Licensee Facilities. Notwithstanding the foregoing, in the event of removal by Licensee, or anyone acting by, through, or on behalf of Licensee, of the Licensee Facilities, for any reason whatsoever, at any time during the Initial Term, Licensee shall reimburse County its costs to amend the JTD for the Chalfant Landfill, as described in paragraph 1.B.iii.

Licensor acknowledges that Licensee may now or in the future enter into financing arrangements with financing entities for the financing of the Licensee Facilities (the "**Collateral**") with a third party financing entity. In connection therewith, Licensor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings ("**Licensor Consents**").

Notwithstanding anything to the contrary contained in this Agreement, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer without Licensor's consent Licensee's interest in this Agreement to any financing entity, or agent on behalf of any financing entity (hereafter, collectively referred to as "**Mortgagees**") to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Licensee shall give written notice to Licensor of any such assignment, mortgage, pledge or transfer of Licensee's interest in this Agreement and shall provide Licensor with an address for notice to Mortgagees, when such notice is required by this Agreement.

Licensor agrees to notify Licensee and Licensee's Mortgagees simultaneously of any default by Licensee and to give Mortgagees the same right to cure any default as Licensee, except that a cure period for any Mortgagee shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Agreement by Licensee pursuant to any laws (including any bankruptcy or insolvency laws) shall occur, or if Licensor shall terminate this Agreement for any reason, Licensor will give to the Mortgagees the right to enter upon the Premises during a ninety (90) day period commencing upon the Mortgagees' receipt of such notice for the purpose of removing Licensee's Facilities. Licensor acknowledges that any Mortgagees shall be third-party beneficiaries of this Agreement, and no amendments or changes may be made to this Section of the Agreement without the written consent of the Mortgagees.

8. HAZARDOUS SUBSTANCES

Licensee understands that the Property, including the Licensed Premises, is the site of a County solid waste landfill/transfer station. Licensor shall hold Licensee harmless from and indemnify Licensee against any damage, loss, expense, response costs, or liability, including consultants' fees and any legal and court costs and attorneys' fees resulting from the presence of Hazardous Substances being generated, stored, disposed of, on, transported to, on, under, or around the Property generated, stored, disposed of, or transported by Licensor, its employees, agents, assigns, contractors, or subcontractors. This paragraph shall survive the expiration or termination of this Agreement.

Licensee shall hold Licensor harmless from and indemnify Licensor against any damage, loss, expense, response costs, or liability, including consultants' fees and any legal and court costs and attorneys' fees resulting from the presence of Hazardous Substances that are generated, stored, disposed of, on, transported to, on, under, or around the Property generated, stored, disposed of, or transported by Licensee, its employees, agents, assigns, contractors, or subcontractors. This paragraph shall survive the expiration or termination of this Agreement.

9. RIGHT OF FIRST REFUSAL/RENTAL STREAM OFFER

If at any time after the date of this Agreement, Licensor receives a bona fide written offer for an instrument of sale, easement, loan, or other legal document, from a third party seeking an assignment and/or transfer of the revenue rental stream associated with this Agreement (the "**Rental Stream Offer**"), Licensor shall immediately furnish Licensee with a copy of the Rental Stream Offer. Licensee shall have the right within twenty (20) days after it receives such copy and representation, to agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Licensee chooses not to exercise this right or fails to provide written notice to Licensor within the Twenty (20) day period, Licensor may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Licensee fails or decides not to exercise such right, the right to match any Rental Stream Offer shall continue as to all new owners and offers.

10. OTHER TELECOMMUNICATIONS TOWERS

Licensor agrees that Licensor, with respect to property owned or controlled by Licensor, shall not operate, acquire, or engage in the operation or construction of a telecommunications tower or allow any third party to operate, acquire, or engage in the operation or construction of a telecommunications tower on property owned or controlled by Licensor so as to directly or indirectly engage in any similar or competing business of Licensee within a radius of two (2) miles from the outside boundary of the Communications Tower Facility during the Terms of this Agreement. In the event Licensor is presented with a legitimate written offer to lease land to a similar or competing business of Licensee, Licensor agrees to provide Licensee with a right to match the terms of such written offer to

lease or purchase ground space and build a Communications Tower Facility on any other property owned by Licensor. Licensor shall give Licensee written notice of its intent to accept a legitimate written offer with the specific terms of any such offer to lease or purchase ground space, and Licensee shall give written notice of Licensee's intent to exercise or not exercise its right of first refusal within sixty (60) days thereafter.

11. WORKERS COMPENSATION

Licensor is aware of the provisions of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions during the term of this License.

12. INSURANCE

Licensee shall procure and maintain, during the entire term of this Agreement and License, a policy of Comprehensive General Liability Insurance which covers all activities to be performed by Licensee under the License and Agreement. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of activities to be performed by Licensee under this License and Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's policyholder's" rating of "AA" or "A+." Prior to commencing any activity under this agreement, Licensee shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or Seaht.net shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

13. BOND/ FINANCIAL ASSURANCES REQUIREMENTS

Prior to the installation of any Licensee Facilities, Licensee shall furnish and maintain in effect a faithful performance bond, letter of credit, or other financial assurance acceptable to County and approved as to form by County Counsel, in an amount determined by engineer's estimate (or \$10,000 whichever is greater) to guarantee removal of the Licensee Facilities from the site and site reclamation in accordance with the License and Agreement and any land use permit conditions or conditions of approval. If bonding is utilized, the bond must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Licensee shall promptly furnish such additional security as may be required from time to time to protect the interests of the County. A sample performance bond is attached to this License and Agreement as Attachment D.

14. INDEPENDENT CONTRACTOR STATUS

- A. All acts of Licensee, its agents, officers and employees, relating to the performance of this License and Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of the County. Licensee by virtue of this License and Agreement has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth on this License and Agreement. No agent, officer, or employee of the County is to be considered an employee of Licensee. It is understood by both Licensee and Licensor that this License and Agreement

shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

- a. Licensee shall determine the method, details, and means of performing its activities under this License and Agreement. Licensee shall be responsible to Licensor only for the requirements and results specified in this License and Agreement, and except as expressly provided in this License and Agreement, shall not be subject to the Licensor's control with respect to the physical action or activities of Licensee in fulfillment of this License and Agreement.
- b. Licensee, its agents, officers and employees are, and at all times during the term of this License and Agreement shall represent and conduct themselves as, independent contractors and not as employees of Licensor.

15. DEFENSE AND INDEMNIFICATION

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

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

16. NONDISCRIMINATION

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

17. ACTS OF NATURE, IMPOSSIBILITY, OR IMPRACTICABILITY

In the event of destruction of any or all of the improvements located on the Property by fire or other acts of Nature, neither of the parties hereto shall be obligated to rebuild said improvements, and if due to any such event Licensee's operations are materially interrupted, Licensee and Licensor shall each have the right to terminate this License and Agreement upon written notice to the other party.

18. PUBLICITY

The parties shall endeavor to coordinate their press releases (if any) and other efforts to publicize Licensee's activities on the Property, although each party shall have final editorial authority regarding its own press releases.

19. REPORTING

Licensee shall supply the Director, upon request, with a report regarding the status of its operations and activities under this License and Agreement.

20. TAXES AND ASSESSMENTS

Licensee agrees to pay all taxes and assessments (if any) lawfully imposed on Licensee by any governmental agency with respect to Licensee's activities under this Agreement, including but not limited to taxes or assessments imposed against Licensee's property, inventory, equipment, activities, or employee wages. In that regard, Licensee is hereby advised pursuant to California Revenue and Taxation Code section 107.6 that this License and Agreement may create a possessory interest subject to property taxation, and that, if such an interest is created, Licensee shall be liable for all taxes assessed on that interest. The provisions of this paragraph shall survive any termination of this License and Agreement.

21. SUB-LICENSING; ASSIGNMENT; SURRENDER OF PROPERTY

- A. Sub-License. Licensee may sub-license the Licensed Premises, without the prior written consent of Licensor, provided that any Sub-licensee is made subject to applicable terms and conditions of this Agreement, including but not limited to the Performance Standards set forth in paragraph 4. This shall include sub-licensing to others the right to transmit and receive communications signals by way of equipment on or attached to the Tower and/or the right to add or install equipment and/or buildings on the Licensed Premises, together with rights of ingress and egress. No sub-license shall relieve the Licensee of its obligations pursuant to this License and Agreement.
- B. Assignment by Licensor. Licensor may assign or otherwise transfer this Agreement, upon written notice to Licensee, except any assignment, conveyance or transfer of this Agreement, which is separate and distinct from a transfer of Licensor's entire right, title and interest in the Property, shall require the prior written consent of Licensee, which may be withheld in Licensee's sole discretion. Upon assignment, including any assignment requiring Licensee's consent, Licensor shall be relieved of all liabilities and obligations hereunder and Licensee shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Licensee's right to consent or not to consent to any transfer which is separate and distinct from a transfer of Licensor's entire right, title and interest in the Property is a continuing right in favor of Licensee and cannot be extinguished by Licensee's consent or non-consent on one or more occasion. For purposes of this paragraph, any assignment, transfer, bequest or devise of Licensor's interest in the Property or this Agreement as a result of the death of Licensor, whether by will or intestate succession, or any conveyance to Licensor's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not require Licensee's written consent.
- C. Surrender. At the expiration of the Term or sooner termination of this License and Agreement, Licensee shall peaceably and quietly quit and surrender the Licensed Premises to Licensor or its agent or designee in as good order, condition and state of repairs as received by Licensee, reasonable wear and damage by the elements excepted and shall remove the Licensee Facilities. If Licensee fails to comply with this provision County may, at its option, cash the bond provided pursuant to this Agreement and cause the removal of Licensee Facilities and the restoration of the Licensed Premises. Any equipment, fixtures, and other property, including the Licensee Facilities, belonging to Licensee and remaining on the Licensed Premises thirty (30) calendar days after termination of this License and Agreement shall become the property of Licensor and may, at Licensor's option, be removed or otherwise disposed of without any liability to Licensee. This paragraph shall survive any termination of this Agreement.

22. TERMINATION FOR CONVENIENCE

Licensor may, after the expiration of the fourth Renewal Term, terminate this Agreement without cause or legal excuse, and without incurring any liability to Licensee, by giving written notice to Licensee at least three months before the date of termination. Licensee may terminate this Agreement, without cause or legal excuse, and without incurring any liability to County, by giving written notice to County at least six months before the date of termination.

23. TERMINATION FOR CAUSE - DEFAULT OR BY ORDER OF STATE

- A. Should either party neglect or fail to perform in the manner specified any of the duties and obligations imposed on it via this License and Agreement the non-defaulting party may declare the defaulting party in default. In that event, the non-defaulting party shall notify the defaulting party in writing of the default and therein demand that such party cure the default. Should the defaulting party fail to cure the default within thirty (30) days of the date of the delivery of the notification, the defaulting party may forthwith terminate this License and Agreement.
- B. Licensee understands that the Licensed Premises are located on the site of a closed landfill and adjacent to a solid waste transfer station. As such, the Premises are subject to the requirements of State law applicable to solid waste facilities. If at any time, by order of the State or any of its agencies, or if required by law or regulation, the Transfer Station or the Licensed Premises are ordered to be closed or the operations are required to be modified, then Licensor shall have the right to terminate or modify this License and Agreement, to the extent necessary to comply with such order(s) and/or requirement(s).
- C. A waiver of any default by one party shall not be deemed a waiver of any subsequent default, and the waiver of any provision in this License and Agreement shall not be deemed an ongoing or subsequent waiver of that provision.

25. INSOLVENCY AND BANKRUPTCY

If Licensee becomes insolvent or makes an assignment for the benefit of creditors or is adjudged bankrupt, either voluntary or involuntary, then this License and Agreement shall immediately terminate and shall not be assignable by any operation or process of the law, nor be treated in any way whatsoever as an asset of Licensee after such event. In such event, the Licensee shall have thirty (30) days following the termination to remove the Licensee Facilities and restore the premises to their prior condition, reasonable wear and tear excepted. If Licensee does not remove the Licensee Facilities and restore the Premises, then County may cash the bond provided pursuant to this Agreement and cause such removal and/or restoration itself.

26. NOTICES

All notices required or permitted under this License and Agreement shall be in writing and delivered to the parties by facsimile transmission, by personal service, by express mail, or by first class mail, postage prepaid, at the addresses stated below:

Mono County
 County of Mono
 Director of Information Technology
 P.O. Box 7657
 Mammoth CA 93546
 Telephone: 760-924-1819
 Facsimile: 760-824-1701

Copies of any notices shall also be sent to:

Mono County Counsel
 P.O. Box 2415
 Mammoth Lakes CA 93546

Telephone: 760.924-1700
 Facsimile: 760-924-1701

The Parties may, by notice as provided above, designate a different address to which notice will be given.

27. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This License and Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No

supplement, modification, or amendment of this License and Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this License and Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

28. SEVERABILITY

Each provision of this License and Agreement is severable from any and all other provisions of this License and Agreement. Should any provision of this License and Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect, provided that the intent of the parties shall not be impaired thereby.

29. GOVERNING LAW

This License and Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Mono.

30. REPRESENTATION BY COUNSEL

The parties each acknowledge that this License and Agreement is executed voluntarily and without duress or undue influence on the part of the other party. They further acknowledge that they have knowingly participated in the negotiation and preparation of this License and Agreement and have had the opportunity to be represented by counsel with respect to such negotiation and preparation or do hereby knowingly waive the right to do so, and that it they are fully aware of the contents of this License and Agreement and of its legal effect. Therefore, any ambiguities in this License and Agreement shall not be resolved in favor of or against either party.

31. COUNTERPARTS

This License and Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same License and Agreement.

32. MEMORANDUM OF AGREEMENT

On or following the License Date, Licensor agrees to execute a Memorandum of this Agreement which Licensee may record with the appropriate recording officer.

IN WITNESS of the foregoing provisions the parties have signed this License and Agreement below through their authorized representatives:

LICENSEE:

BY: _____

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

BY: _____
Chair, Mono County Board of Supervisors

APPROVED AS TO FORM:

Mono County Counsel

APPROVED BY RISK MANAGEMENT:

SAMPLE

ATTACHMENT A

**LICENSE AND AGREEMENT BETWEEN MONO COUNTY AND _____
FOR THE USE OF COUNTY PROPERTY
TELECOMMUNICATIONS SITE**

[[Insert map or other description of the Chalfant TS]]

SAMPLE

ATTACHMENT B

**LICENSE AND AGREEMENT BETWEEN MONO COUNTY AND _____
FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

[[Insert description of the Licensed Premises]]

SAMPLE

ATTACHMENT C

**LICENSE AND AGREEMENT BETWEEN MONO COUNTY AND _____
FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

[[Insert License Fee Schedule]]

SAMPLE

ATTACHMENT D

**LICENSE AND AGREEMENT BETWEEN MONO COUNTY AND _____
FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

**COUNTY OF MONO
SAMPLE PERFORMANCE BOND**

WHEREAS, the County of Mono, acting by and through the Department of Information Technology, has awarded to _____, hereafter designated as the "Licensee," a License to utilize the Licensed Premises at the Chalfant Landfill as a cellular communications site.

AND WHEREAS, Licensee is required to furnish a bond in connection with said License, guaranteeing the faithful removal and reclamation of all telecommunications equipment and infrastructure from the Licensed Premises and site reclamation and restoration, all in accordance with the License and Agreement and any planning permits or conditions of approval, and upon termination of the License and Agreement as set forth therein or upon revocation of planning or land use permits or approvals.

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of \$ _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Licensee, its heirs, executors, administrators, sub-contractors, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the License and Agreement and all planning permits or conditions of approval, and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____ SS













On this _____ day of _____ in the year 20__ before me _____, a notary public in and for the City / County of _____, personally appeared _____, known to me to be the person whose name is

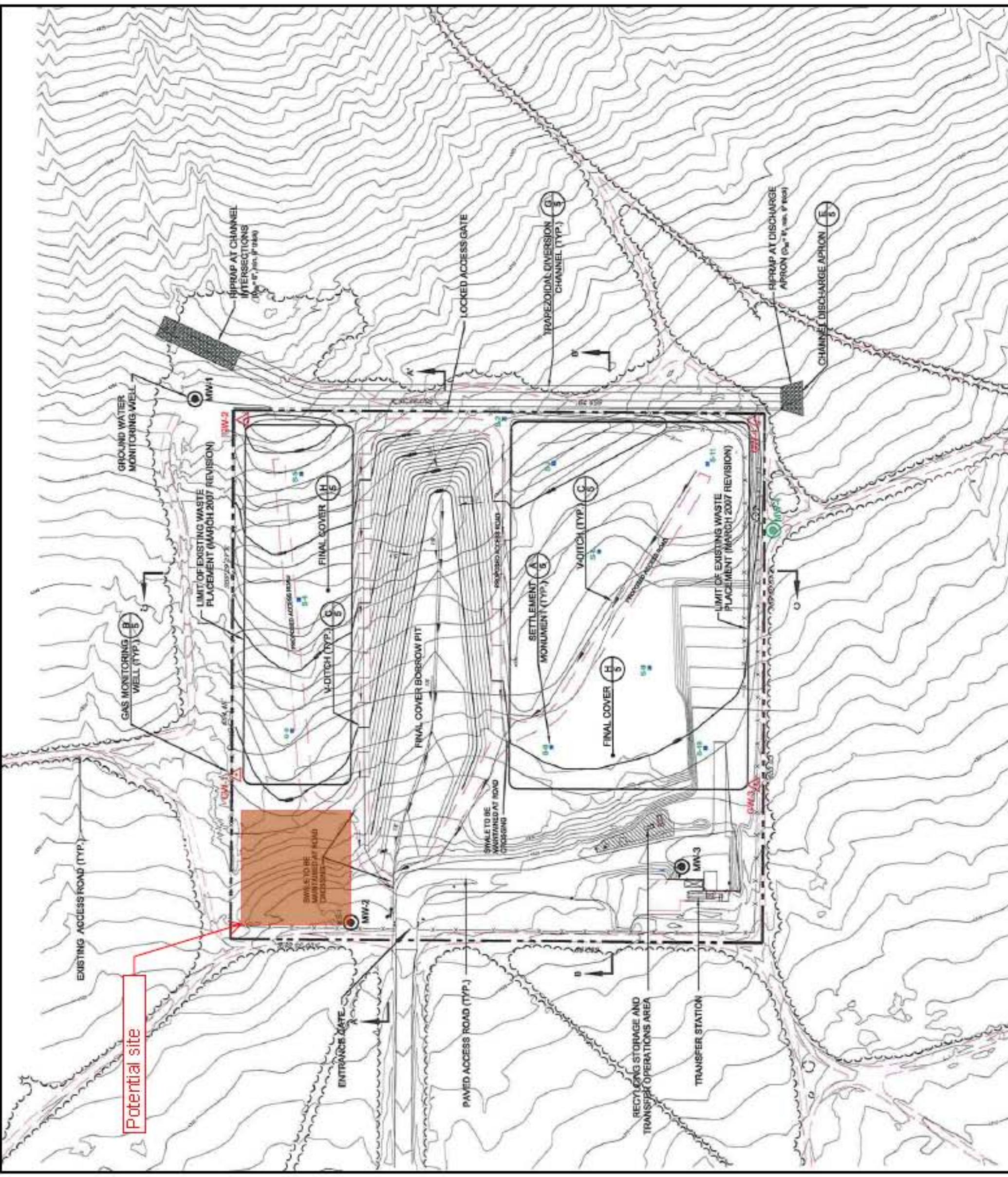
(Attorney-in-fact)

subscribed to this instrument and known to me to be the Attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

Potential Cell Site Location Chalfant Landfill

LEGEND:

-  MW-1
-  MW-4
-  GW-1
-  EXISTING GROUNDWATER MONITORING WELL LOCATION
-  NEW GROUNDWATER MONITORING WELL LOCATION (NOVEMBER 2007, approximately located)
-  NEW LANDFILL GAS MONITORING WELL LOCATION (NOVEMBER 2007, approximately located)
-  EXISTING DIRT ROAD
-  PROPOSED DIRT ACCESS ROAD
-  PROPERTY BOUNDARY
-  BRUSH LINE
-  BARBED-WIRE FENCE
-  CROSS SECTION LOCATION (refer to Drawing 4)





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

SPECIAL MEETING AGENDA REQUEST

Print

MEETING DATE	October 21, 2014	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes (5 minute presentation, 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Garrett Higerd
SUBJECT	Tenaya Drive Drainage Easement		

AGENDA DESCRIPTION:

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

The recent Chalfant Streets Rehabilitation Project included a new storm drain that significantly improved drainage on, and adjacent to, Tenaya Drive in White Mountain Estates. Due to on-site constraints, the alignment had to be adjusted so that a small portion crosses private property. County staff coordinated closely with the property owners and the contractor in determining the final alignment. Now we are following-up with an appropriate drainage easement attached as Exhibit 1.

RECOMMENDED ACTION:

Adopt resolution #R14-_____, authorizing the Public Works Director to accept and consent to recordation of a drainage easement necessary for storm drain improvements adjacent to Tenaya Drive in White Mountain Estates.

FISCAL IMPACT:

This improvement was part of the Chalfant Streets Rehabilitation Project which is funded by the State Transportation Improvement Program (STIP). Contractor payments will not impact the General Fund.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.924.1802 / ghigerd@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Staff Report and Exhibits](#)

History

Time	Who	Approval
10/8/2014 9:24 AM	County Administrative Office	Yes
10/14/2014 4:19 PM	County Counsel	Yes
10/15/2014 9:13 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: October 21, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, Assistant Public Works Director
Re: Tenaya Drive Drainage Easement

Recommended Action:

Adopt resolution authorizing the Public Works Director to accept and consent to recordation of a drainage easement necessary for storm drain improvements adjacent to Tenaya Drive in White Mountain Estates.

Fiscal Impact:

This improvement was part of the Chalfant Streets Rehabilitation Project which is funded by the State Transportation Improvement Program (STIP). Contractor payments will not impact the General Fund.

Background:

The recent Chalfant Streets Rehabilitation Project included a new storm drain that significantly improved drainage on, and adjacent to, Tenaya Drive in White Mountain Estates. Due to on-site constraints, the alignment had to be adjusted so that a small portion crosses private property. County staff coordinated closely with the property owners and the contractor in determining the final alignment. Now we are following-up with an appropriate drainage easement attached as Exhibit 1.

The Government Code allows the Board to delegate the authority to accept such interests in real property to one or more officers or agents. The proposed resolution attached as Exhibit 2 would authorize the Public Works Director to accept the easement.

Please contact me at 760.924.1802 or by email at ghigerd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

Garrett Higerd, PE
Assistant Public Works Director

Attachments: Exhibit 1 – Drainage Easement Documents
Exhibit 2 – Resolution Authorizing Public Works Director Approval

Recording Requested By:

County of Mono

When Recorded Deliver To:

Dept. of Public Works
P.O. Box 457
Bridgeport, CA. 93517

FBO Mono County

SPACE ABOVE FOR RECORDER'S USE

TENAYA DRIVE DRAINAGE EASEMENT

Assessor's Parcel No. **026-410-013-000**

Project Address: 15 Tenaya Drive, Chalfant Valley, California

Project: Chalfant Streets Rehabilitation Project

Curtis L Corporon & Stacy E Waldrum, hereinafter "GRANTOR," does hereby grant, bargain, convey and release unto the County of Mono and its successors and assigns, hereinafter "GRANTEE," a perpetual easement and right-of-way under, and across the hereinafter described real property for the installation, construction, maintenance, repair, replacement, reconstruction, removal and inspection of storm drainage facilities or obstructions (the "work"). To have and to hold said easement and right-of-way unto GRANTEE forever, together with the right to convey said easement, or any portion of said easement, to other public agencies.

The real property referred to herein and made subject to said easement and right-of-way by this grant is particularly described by Exhibit "A" and Exhibit "B" attached.

For the purpose of this easement, storm drainage facilities shall be defined to include culverts, pipes, structures, swales, ditches, rip-rap or any other facility designed to convey or collect storm drainage. Obstructions shall be defined as structures, vegetation, trees, bushes, undergrowth, and any other obstruction interfering with the use of said easement and right-of-way by the GRANTEE.

There is reserved to the GRANTOR, and to its successors and assigns, the right and privilege to use the above-described property at any time, in any manner and for any purpose not inconsistent with the full use and enjoyment by the GRANTEE of the rights and privileges granted herein.

In granting this easement, the GRANTOR agrees to hold harmless the GRANTEE, its officers, employees, contractors, agents and assigns from all claims, liabilities, damages, costs, or expenses arising out of or resulting from the grant, the work, or the storm drainage facilities.

This agreement shall be recorded with the office of the Mono County recorder, shall run with the land, and shall be binding on and insured to the benefit of the heirs, executors, administrators, successors, and assigns of GRANTOR and GRANTEE.

Dated this _____ day of _____, 20_____

GRANTOR

(signature)

Curtis L Corporon
(print name)

(signature)

Stacy E Waldrum
(print name)

(Signature(s) of GRANTOR must be notarized. Attach the appropriate acknowledgement for each signature.)

CERTIFICATE OF ACCEPTANCE - GRANTEE

This is to Certify that the interest in real property conveyed by the deed or grant dated _____, from Curtis L Corporon & Stacy E Waldrum to the County of Mono, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Mono County Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on October 21, 2014, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ COUNTY OF MONO

By: _____

Jeff Walters
Public Works Director
Mono County Department of Public Works

APPROVED AS TO FORM

County Counsel

EXHIBIT "A"
DESCRIPTION OF PUBLIC STORM
DRAIN EASEMENT

A PORTION OF THE STATE OF CALIFORNIA, LOCATED IN AN UNINCORPORATED AREA OF THE COUNTY OF MONO, LYING WITHIN THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 33 EAST, MOUNT DIABLO BASELINE & MERIDIAN. SAID SOUTHEAST ONE-QUARTER ALSO BEING LOCATED WITHIN THE WHITE MOUNTAIN ESTATES SUBDIVISION RECORDED AS TRACT NO. 37-15 IN SUBDIVISION TRACT MAP BOOK VOLUME 9, PAGES 24, 24A AND 24B OF MONO COUNTY OFFICIAL RECORDS. SAID PORTION BEING A FIFTEEN FOOT WIDE STRIP OF LAND LOCATED WITHIN LOT ELEVEN OF SAID WHITE MOUNTAIN ESTATES SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE SOUTHWESTERLY FIFTEEN FEET OF SAID LOT 11.

END OF DESCRIPTION

THE TOTAL AREA OF SAID PORTION BEING ±1933 SQ. FT. or .04 ACRES.

FOR DELINEATION OF THE HEREIN ABOVE DESCRIBED REAL PROPERTY, SEE EXHIBIT B.

THIS REAL PROPERTY DESCRIPTION WAS PREPARED BY RAYMOND
WARBURTON, P.L.S. No. 8007, IN CONFORMANCE WITH THE
PROFESSIONAL LAND SURVEYOR'S ACT.
DATED: 10/9/2014

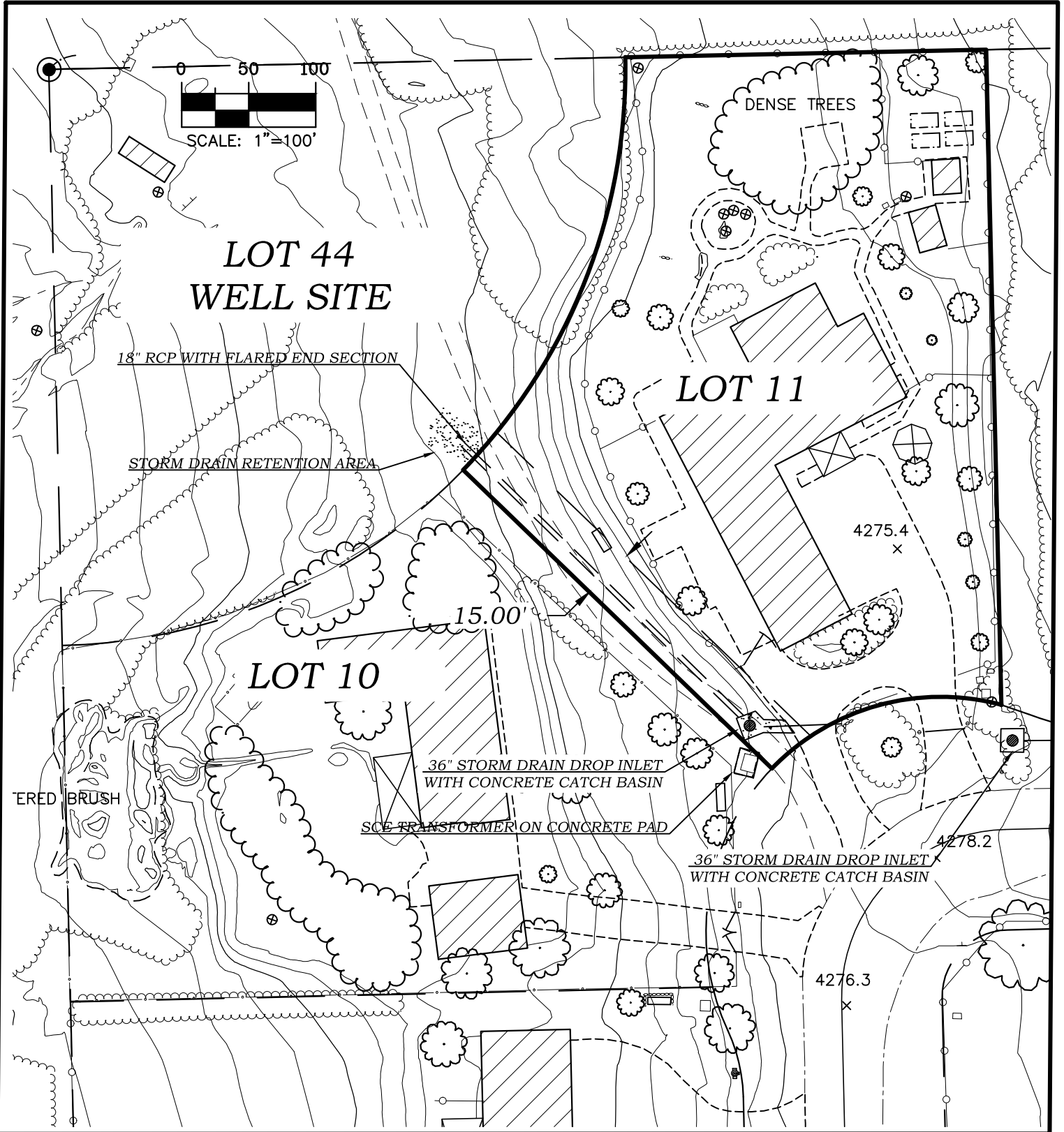
RAYMOND WARBURTON, P.L.S. No. 8007



EXHIBIT "B"

PLAT OF EASEMENT

BEING A PORTION OF LOT 11 OF WHITE MOUNTAIN
ESTATES AS RECORDED IN TMB 9, PAGE 24. MONO
COUNTY OFFICIAL RECORDS





RESOLUTION NO. R14-___

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS
AUTHORIZING THE PUBLIC WORKS DIRECTOR
TO ACCEPT AND CONSENT TO RECORDATION
OF THE TENAYA DRIVE DRAINAGE EASEMENT
NECESSARY FOR THE CONSTRUCTION OF A NEW STORM DRAIN
ADJACENT TO TENAYA DRIVE**

WHEREAS, pursuant to California law, deeds or grants conveying an interest in real property to a government agency may not be recorded without the consent of the government agency; and

WHEREAS, Government Code Section 27281 allows the legislative body of the government agency to authorize one or more officers or agents to accept and consent to the recordation of such deeds or grants; and

WHEREAS, the Board of Supervisors wishes to authorize the Public Works Director to accept and consent to the grant of easement on a property adjacent to Tenaya Drive, as necessary for construction of the Chalfant Streets Road Rehabilitation Project;

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

SECTION ONE: The Public Works Director is hereby authorized to accept and consent to the recordation of a drainage easement granted to the County as necessary for construction of the Tenaya Drive Storm Drain.

PASSED, APPROVED and ADOPTED this 21st day of October, 2014, by the following vote, to wit:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

Larry K. Johnston, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

SPECIAL MEETING AGENDA REQUEST

Print

MEETING DATE	October 21, 2014	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	20 minutes (10 minute presentation; 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Bob Musil
SUBJECT	Assessment Roll Information		

AGENDA DESCRIPTION:

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

Presentation by Bob Musil regarding 2014/2015 Assessment Roll and market trends.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None, informational only.

CONTACT NAME: Bob Musil

PHONE/EMAIL: 760-932-5515 / bmusil@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Roll Presentation Staff Report](#)
- [Roll Presentation Powerpoint](#)

History

Time

Who

Approval

10/6/2014 11:45 AM	County Administrative Office	Yes
10/14/2014 10:25 AM	County Counsel	Yes
10/6/2014 5:13 PM	Finance	Yes



Office of the Assessor
COUNTY OF MONO

P.O. BOX 456, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5510 FAX (760) 932-5511

October 21, 2014

To: Mono County Board of Supervisors
From: Bob Musil
Subject: 2014/2015 Assessment Roll

DISCUSSION: The Assessor's Office completed processing the 2014/2015 roll on June 25. For the first time since 2009, the roll experienced an increase over the prior year. After processing and removing all exemptions, the final roll total was \$5,383,413,883. This represents an increase of 1.69% over last year's final total of \$5,294,129,657.

The following PowerPoint presentation highlights current and historical information for both the secured and unsecured rolls, along with information on the size of the roll and the workload of the Assessor's Office.

Respectfully,

A handwritten signature in black ink, appearing to read "Bob Musil", is written over a light blue horizontal line.

Bob Musil

Mono County Assessment Statistics 2014-2015

PREPARED BY BOB MUSIL



Historical Data – Secured Roll

- ▶ From 2002-2009, Secured Roll increased 131.21%
- ▶ From 2009-2013, Secured Roll decreased 11.67%
- ▶ 2013 Total Secured Roll \$4,897,721,490
- ▶ 2014 Total Secured Roll \$4,977,243,300
- ▶ Increase \$ 79,521,810 or 1.62%

Historical Data – Unsecured Roll

- ▶ From 2002-2009, Unsecured Roll increased 11.64%
- ▶ From 2009-2013, Unsecured Roll increased 28.12%
- ▶ 2013 Total Unsecured Roll \$383,073,102
- ▶ 2014 Total Unsecured Roll \$392,728,377
- ▶ Increase \$ 9,655,270 or 2.52%

Revenue Increase

- ▶ Total Roll Increase for 2013/2014 \$89,177,085
- ▶ Base Tax Rate 1% - Rounded \$ 890,000
- ▶ Schools – 42.2% of Taxes \$ 375,500
- ▶ County – 30% of Tax \$ 267,000
- ▶ Town Special Districts - 16.3% \$ 145,000
- ▶ Mammoth Lakes - 4.3% \$ 38,200

Parcel Data

	<u>2014</u>	<u>2013</u>	<u>Change</u>
▶ Real Property Parcels	17,158	17,255	-97
▶ Aircraft	24	27	-3
▶ Vessels	257	275	-18
▶ Personal Property Assessments	737	761	-24
▶ Possessory Interest Parcels	704	705	-1
▶ Leasehold Improvements	56	58	-2

Workload Data

	<u>2014</u>	<u>2013</u>	<u>Change</u>
▶ Reappraisable Transfers	847	852	-5
▶ New Construction	120	101	19
▶ Property Splits/Combos	41	5	36

Proposition 8 Data

	<u>2014</u>	<u>2013</u>	<u>Change</u>
▶ Parcels on Proposition 8	4,215	4,349	-134
▶ Removed Due to Transfer	227	285	-58
▶ Removed Due to Market	101	6	95

Secured Values by Community

	Community	Value	% of Roll
▶	Antelope Valley	\$ 103,981,407	2.09%
▶	Sonora Junction	\$ 33,456,782	0.67%
▶	Bridgeport	\$ 128,450,682	2.58%
▶	DWP Property	\$ 93,837,420	1.89%
▶	Mono Basin	\$ 75,889,555	1.52%
▶	June Lake	\$ 286,137,738	5.75%
▶	Mammoth Lakes	\$3,745,713,443	75.26%
▶	Crowley Lake	\$ 294,202,513	5.91%
▶	Tri Valley	\$ 215,573,760	4.33%

Thank You for Your Time Today!

Bob Musil

760-932-5533

bmusil@mono.ca.gov

