



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting September 11, 2018

TELECONFERENCE LOCATIONS:

1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517.

Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. 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). 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 <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

and number of persons wishing to address the Board.)

2. RECOGNITIONS

A. Resolution for Brett McCurry in Appreciation of His Service to Mono County

Departments: Public Works

5 minutes

(Staff) - Proposed resolution to recognize Brett McCurry's retirement and his years of service to Mono County.

Recommended Action: Approve proposed resolution.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of minutes for the Regular meeting of August 14, 2018.

Recommended Action: Approve minutes for the Regular meeting of August 14, 2018.

Fiscal Impact: None.

B. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 7/31/2018.

Recommended Action: Approve the Treasury Transaction Report for the month ending 7/31/2018.

Fiscal Impact: None.

C. First 5 Mono County Children and Families Commission Appointment

Departments: Clerk of the Board

Request for Board of Supervisors to appoint Dr. Kristin Collins to the First 5 Mono County Children and Families Commission, and to correct the term of Bertha Collins, Mono County Behavioral Health Case Manager III.

Recommended Action: Appoint Dr. Collins to the First 5 Mono County Children and Families Commission on September 11, 2018 to September 12, 2021. Dr. Collins will serve as the representative of local medical, pediatric, or obstetric associations of societies. Update the term of Bertha Jimenez to reflect her three-year appointment starting June 1, 2016, expiring June 2, 2019, a correction from the original appointment stating June 1, 2015 - June 2, 2018.

Fiscal Impact: None.

D. Sierra Center Mall Estoppel Certificate

Departments: County Counsel, CAO

Tenant estoppel certificate for Sierra Center Mall.

Recommended Action: Authorize Board Chair to sign estoppel certificate. Authorize County Administrative Officer, in consultation with County Counsel, to sign future estoppel certificates presented by the landlord, provided that they do not differ in substance from the version presented at today's meeting.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Agricultural Commissioner's Office Department Update September 2018

Departments: Clerk of the Board

September 2018 department update from the Counties of Inyo and Mono Agricultural Commissioner's Office.

B. Trophy Fish Budget Letters

Departments: Clerk of the Board

More letters to the Board of Supervisors regarding the budget allocation for trophy fish stocking.

C. Notice of Objection Process for the Mammoth Base Land Exchange Environmental Impact Statement and Draft Record of Decision

Departments: Clerk of the Board

Notice from the United States Forest Service, Mammoth Ranger District regarding

a prepared Environmental Impact Statement (EIS) and draft Record of Decision (ROD) for Mammoth Base Land Exchange Project. Under the proposed action, the United States would convey approximately 35.7 acres of National Forest System lands within the boundaries of the Inyo National Forest, and currently managed as part of a Ski Area Term Special Use Permit to Mammoth Main Lodge Redevelopment, LLC. Both the EIS and draft ROD are available for a 45-day objection-filing period.

7. REGULAR AGENDA - MORNING

A. Introduction to New Bridgeport District Ranger

Departments: Board of Supervisors

10 minutes

(Jan Cutts, Bridgeport District Ranger) - An opportunity for the Board to formally meet the new Bridgeport District Ranger, Jan Cutts.

Recommended Action: Informational only; provide direction to staff if necessary.

Fiscal Impact: None.

B. Digital 395 Service Order

Departments: Information Technology

15 minutes (5 minute presentation, 10 minute discussion)

(Nate Greenberg) - In 2013 Mono County signed a Master Service Agreement with California Broadband Cooperative (CBC) for the provision of delivering internet and network service via the Digital 395 network. While this agreement is still in effect, our previous Service Order (SO) under this agreement has expired and is in need of renewal. As part of this new Service Order, Mono County IT will be consolidating the three separate County, Town, and Sheriff networks into one and have Mono County serve as the 'provider' back to these customers. Doing so will allow the agencies to pool our current spend on these services and leverage some economies of scale to increase speeds to all facilities, streamline network design, and ultimately provide additional services.

Recommended Action: Authorize the County Administrative Officer to sign and execute a five-year Service Order with California Broadband Cooperative.

Fiscal Impact: \$97,740 per year which includes estimated taxes and is included in the adopted budget for FY 2018-2019. This is comprised of \$57,120 for Mono County circuits, \$15,060 for Sheriff Department circuits, \$21,060 for Town of Mammoth Lakes circuits, and \$4,500 for Radio related circuits. Mono County IT will invoice each department/agency and be responsible for monthly payments to CBC under this Service Order.

C. Employment Agreement for Project Manager

Departments: Human Resources

5 minutes

(Dave Butters) - Proposed resolution approving a contract with Pam Smitheman as Public Works Project Manager, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution #R18-____, Approving a contract with Pam Smitheman as Public Works Project Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2018-2019 (September 10, 2018 through June 30, 2019) is approximately \$117,803 of which \$64,916 is salary, and \$52,887 is the cost of the benefits and was included in the approved budget.

D. Mono County Statement of Investment Policy

Departments: Finance

15 minutes (5 minute presentation; 10 minute discussion)

(Gerald Frank) - Present updated Mono County Statement of Investment Policy.

This policy, as proposed, includes the following four amendments: reference to Government Code Section 53635.2, limits definition of callable securities and their purchase to 30% of the portfolio, addresses the investment of proceeds from bonds issued by participants, and adds notification procedures for large unanticipated withdrawals.

Recommended Action: Approve the Mono County Statement of Investment Policy, as presented or amended.

Fiscal Impact: None.

E. Short-term Rental (STR) Activity Permit 18-001/Dudley (Pursuant to Mono County Code Chapter 5.65)

Departments: Community Development - Planning

Public Hearing: 10:00 AM (20 minutes)

(Michael Draper) - This item is a public hearing regarding Short-term Rental (STR) Activity Permit 18-001/Dudley, a non-owner-occupied (Type III) short-term rental use in a 3-bedroom (BD) single-family residential unit at 92 Nevada St. (APN 16-099-032) in June Lake, with a maximum occupancy of six persons and three vehicles.

Recommended Action: Conduct public hearing and: 1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption 2. Approve STR Activity Permit 18-001 subject to the findings and conditions as recommended or with desired modifications.

Fiscal Impact: The proposed project will generate an incremental increase in transient occupancy taxes.

F. Short-term Rental (STR) Activity Permit 18-002/Streeon (Pursuant to Mono County Code Chapter 5.65)

Departments: Community Development - Planning

Public Hearing: 10:20 AM (20 minutes)

(Michael Draper) - This item is a public hearing, held pursuant to Mono County Code Chapter 5.65, regarding Short-term Rental Activity Permit 18-002/Streeon, a non-owner occupied (Type III) short-term rental use in a 2-BD single-family residential unit at 80 Leonard Ave. (APN 015-270-010) in June Lake with a maximum occupancy of six persons and two vehicles.

Recommended Action: Conduct public hearing and: 1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption. 2. Approve STR Activity Permit 18-002 subject to the findings and conditions as recommended or with desired modifications.

Fiscal Impact: The proposed project will generate an incremental increase in transient occupancy taxes.

G. Short-term Rental (STR) Activity Permit 18-003/Schreiber (Pursuant to Mono County Code Chapter 5.65)

Departments: Community Development - Planning

Public Hearing: 10:40 AM (20 minutes)

(Michael Draper) - This item is a public hearing, held pursuant to Mono County Code Chapter 5.65) regarding Short-term Rental Activity Permit 18-003/Schreiber, a non-owner occupied (Type III) short-term rental use in a 4-BD single-family residential unit at 184 Leonard Ave. (APN 015-270-003) in June Lake with a maximum occupancy of 10 persons and six vehicles.

Recommended Action: Conduct public hearing and: 1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption. 2. Approve STR Activity Permit 18-002 subject to the findings and conditions as recommended or with desired modifications.

Fiscal Impact: The proposed project will generate an incremental increase in transient occupancy taxes.

H. Short-term Rental (STR) Activity Permit 18-004/Smith (Pursuant to Mono County Code Chapter 5.65)

Departments: Community Development - Planning

Public Hearing: 11:00 AM (20 minutes)

(Michael Draper) - This item is a public hearing, held pursuant to Mono County Code Chapter 5.65, regarding Short-term Rental Activity Permit 18-004/Smith, a non-owner occupied (Type III) short-term rental use in a 4-BD single-family residential unit at 70 Leonard Ave. (APN 015-270-011) in June Lake, with a maximum occupancy of 10 persons and three vehicles.

Recommended Action: Conduct public hearing and: 1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption. 2. Approve STR Activity Permit 18-004 subject to the findings and conditions as recommended or with desired modifications.

Fiscal Impact: The proposed project will generate an incremental increase in transient occupancy taxes

I. Short-term Rental (STR) Activity Permit 18-005/Stephanian (Pursuant to Mono County Code Chapter 5.65)

Departments: Community Development - Planning

Public Hearing: 11:20 AM (20 minutes)

(Michael Draper) - This item is a public hearing, held pursuant to Mono County Code Chapter 5.65, regarding Short-term Rental Activity Permit 18-005/Stepanian, a non-owner occupied (Type III) short-term rental use in a 4-BD single-family residential unit at 27 Carson View Dr. (Leonard Ave. neighborhood, APN 015-270-005) in June Lake with a maximum occupancy of 10 persons and four vehicles.

Recommended Action: Conduct public hearing and: 1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption. 2. Approve STR Activity Permit 18-002 subject to the findings and conditions as recommended or with desired modifications.

Fiscal Impact: The proposed project will generate an incremental increase in transient occupancy taxes.

J. Preparation of Comments in Response to LADWP's Notice of Preparation of a Draft Environmental Impact Report

Departments: CDD

40 minutes

(Wendy Sugimura, Sandra Bauer) - Discussion regarding a comment letter to the Los Angeles Department of Water and Power in response to the Notice of Preparation of a Draft Environmental Impact Report for the proposed Mono County Ranch Lease Renewal project.

Recommended Action: Receive staff presentation on initial concepts to be developed in a comment letter, and provide desired additional input and direction.

Fiscal Impact: To provide a thorough and complete comment letter, staff capacity is being augmented by a select team of experts in CEQA, biological resources and hydrology. A request for budget augmentation for the consultant costs will be made at the Oct. 2 budget meeting.

8. 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.)

9. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono v. Los Angeles Department of Water and Power et al.* (Mono County Super. Court Case No. CV180078).

10. BOARD MEMBER REPORTS

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

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Public Works

TIME REQUIRED 5 minutes

PERSONS Staff

SUBJECT Resolution for Brett McCurry in
Appreciation of His Service to Mono
County

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution to recognize Brett McCurry's retirement and his years of service to Mono County.

RECOMMENDED ACTION:

Approve proposed resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of minutes for the Regular meeting of August 14, 2018.

RECOMMENDED ACTION:

Approve minutes for the Regular meeting of August 14, 2018.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[8-14-18 DRAFT Minutes](#)

History

Time	Who	Approval
9/5/2018 8:24 PM	County Administrative Office	Yes
9/6/2018 9:39 AM	County Counsel	Yes
9/6/2018 1:08 PM	Finance	Yes



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

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

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

**Regular Meeting
August 14, 2018**

Flash Drive	Board Room Recorder
Minute Orders	M18-170 – M18-172
Resolutions	R18-49 – R18-51
Ordinance	ORD18-13 Not Used

9:01 AM Meeting Called to Order by Chair Gardner.
Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Peters.

Supervisor Gardner asked that this meeting be adjourned today in the memory of Peter Marzano.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

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

Tony Dublino, Assistant CAO:

- Covering for Leslie today, she is at Seminar for Medical assisted treatment in our jails.

Note:

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- EMS negotiations.
- Several meetings with department heads regarding implementation of the salary survey.
- Civic center project / jail project meetings.

4. DEPARTMENT/COMMISSION REPORTS

Garrett Higerd, Engineer:

- County wide Fog Seal project. First SB1 funded project. \$650,000 budget. Sealing and striping 46 miles of road around Mono County.
- Supervisor Stump: Chance to look at damage on Crowley Lake drive post project?
- Will have separate contractor look into it.
- Consent item, Upper Summer Meadows.
- Supervisor Peters: Stop sign areas not sealed.

Barry Beck, Assessor:

- Assessment Role Turnover.
- California Assessors Association (CAA) has requested help from the Board of Supervisors. Lack of uniformity among California counties for assessment appeals.

5. CONSENT AGENDA

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

A. 2018 Gran Fondo Road Closures

Departments: Public Works

The Department of Public Works received a request from the Mammoth Mountain Community Foundation to close certain county roads in the Mono Lake and Long Valley areas in conjunction with special events planned for the 2018 Mammoth Gran Fondo Bike Ride. The Ride is scheduled to take place on September 8, 2018. In response to this request, Public Works proposes to close portions of various county roads and State Highway 120 to through traffic to allow safe travel for participants.

Action: Adopt proposed resolution R18-49, Authorizing the Closure of County Roads to Thru Traffic in the Mono Lake and Long Valley Areas for the 2018 Mammoth Gran Fondo Bike Ride.

Corless moved; Halferty seconded

Vote: 5 yes; 0 no

R18-49

B. Contract Approval - Upper Summers Meadow Road Bridge Guardrail Project

Departments: Public Works

The Project will complete the Upper Summers Meadow Road Emergency Bridge Project. The installation of guardrails is necessary to permanently protect the bridge structure and provide for public safety. Currently, temporary

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concrete k-rails are being used as guardrails for the bridge. The Project manual (contract documents, special provisions, technical specifications, and plan set) were approved at the Board Meeting on July 17, 2018. One bid was received for the Project prior to the August 2, 2018 submission deadline. A budget increase of \$7,555 is necessary to appropriate enough funds to service this proposed contract.

Action: (1) Identify Coral Construction Company, Inc. as the responsible bidder submitting the lowest responsive bid in response to the Invitation for Bids for the Upper Summers Meadow Road Bridge Guardrail Project (“Project”); (2) approve and execute a contract with Coral Construction Company for the Project in an amount not to exceed \$57,555.00; (3) authorize the Public Works Director to administer the contract, including making minor amendments to the contract as deemed necessary by the Public Works Director and County Counsel and issuing change orders to the contract pursuant to Public Contract Code §20142 in an amount not to exceed \$5,255.50 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved by County Counsel; (4) approve increase in appropriations of \$12,555 in the Disaster Assistance fund offset with an increase in revenue of \$9,416.

Halferty moved; Peters seconded

Vote: 5 yes; 0 no

M18-170

Supervisor Stump:

- Pulled item.

Garrett Higerd, Engineer:

- Explained the options for guard rails.

Janet Dutcher, Finance Director:

- Explained funding source.

6. CORRESPONDENCE RECEIVED - NONE

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

7. REGULAR AGENDA – MORNING

Addition of Urgency Board item.

Information came to a Board member yesterday, requires action prior to August 21.

The Board determines that there is a need to take immediate action with respect to the proposed agenda item (Initiation of Litigation), that the need for Action came to the County’s attention subsequent to the agenda being posted and therefore, that the Board add the item to the agenda. Authority: Govt. Code 54954.2 (b)(2). Note that urgency items may only be added to the agendas of

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regular meetings, not special meetings.

Stump moved; Corless seconded

Vote: 5 yes; 0 no

M18-171

A. EMS Revenue Enhancement Workshop

Departments: EMS

(Chris Mokracek) - Chief Mokracek will present a variety of revenue enhancement and efficiency ideas for the EMS Department.

Action: Receive presentation by EMS staff. Provide direction to staff to pursue any or all ideas to increase revenue.

Chris Mokracek, EMS Chief:

- Introduced item, went through presentation.

B. EMS Proposed Fee Schedule 2018/19

Departments: Paramedics

(Chris Mokracek) - Public hearing to consider adoption of resolution to increase various fees charged by Mono County for providing emergency medical services.

Action: Consider and potentially adopt resolution R18-50, Adopting Fee Schedule for Emergency Medical Services for Fiscal year 2018-2019.

Stump moved; Peters seconded

Vote: 5 yes; 0 no

R18-50

Public Hearing Opened: 10:10 AM

Chris Mokracek, EMS Chief:

- Introduced item.
- Fee Schedule will be effective July 1, 2018 to June 30, 2019.

Public Comment 10:22 AM

Patti Hamic – Christensen:

- Can you charge non-residents a higher rate?
- If you are already having difficulty collecting fees, will this increase the percentage of uncollected fees?

Public Hearing Closed: 10:32 AM

Board wants a higher increase to be considered using the appropriate process as part of the previous item, 7a.

Break: 10:44 AM

Reconvene: 10:52 AM

C. 5-Year Capital Improvement Program

Note:

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Departments: CAO, Public Works, IT

(Tony Dublino) - Workshop to consider capital improvement program process, review current programming and scheduling of projects, and consider the financial resources and staffing requirements to complete and deliver these projects.

Action: Receive workshop, consider process and current programming of projects, and provide any direction to staff.

Tony Dublino, Assistant CAO:

- Went through presentation (available in Additional documents).

Janet Dutcher, Finance Director:

- Budget Overview.

Patti Hamic-Christensen:

- RPAC Member.
- Desire to have certain things in the community repaired.
- Held community focus groups.

Steve Noble, CSA #5 Chair:

- Has lots of projects he's working on.
- Funds are available, but never have the personnel.

Gene Kinum, Bridgeport RPAC:

- Arch project.
- Survey to determine community support for this project (additional documents).

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Patti Hamic -Christensen:

- President Northern Mono County Hospice.
- Provided update. Handed out brochures (additional documents)

9. CLOSED SESSION at 12:32 PM

A. Closed Session--Human Resources

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

B. Closed Session -- Existing Litigation

Note:

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CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.
Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Administrative Citation - Case No. 2016/026: Gloria Ma.

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.

Reconvene: 1:39 PM

Direction confirmed to initiate litigation against the Los Angeles Department of Water and Power related to the reduction in irrigation water in Long Valley and Little Round Valleys.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. REGULAR AGENDA - AFTERNOON

A. On-Site Wastewater Treatment Systems Ordinance

Departments: Health

(Louis Molina) - An ordinance amending Chapter 14.04 of the Mono County Code, in order to implement the onsite wastewater treatment systems (OWTS) policy and local agency management program (LAMP), to synchronize the provisions set forth in the OWTS policy and the LAMP approved by the Regional Water Board.

Action: Introduce, read title, and waive further reading of proposed ordinance ORD18-____, Superseding and replacing in its entirety Chapter 14.04 of the Mono County Code.

Corless moved; Peters seconded

Vote: 5 yes; 0 no

M18-172

Louis Molina, Environmental Health Director:

- Introduced item.
- On May 15 came before Board on OWTS.
- May 23 item on consent agenda, LAMP. Approved.
- Took LAMP to Lahontan Regional Water Quality Control Board, on July 19, approved.
- Coordination of new ordinance that ties in with that LAMP. Current ordinance is vague.

B. Sale of Tax-Defaulted Property

Departments: Finance

(Gerald Frank) - Request for Approval to Sell Tax-Defaulted Property Subject to the Power of Sale.

Action: Approve resolution R18-51, Approving the sale of tax-defaulted property subject to the power of sale.

Note:

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Stump moved; Halferty seconded

Vote: 5 yes; 0 no

R18-51

Gerald Frank, Assistant Tax Collector / Treasurer:

- Went through item.
- County could retain some properties.

C. Brown Act Refresher - Exception to Definition of a Meeting

Departments: County Counsel

(Stacey Simon) - Presentation regarding Ralph M. Brown Act exception for attendance by Supervisors at conferences, community meetings that are open to the public, meetings of other local agencies that are open to the public and/or social or ceremonial occasions, and for attendance by Supervisors as observers at meetings of Board of Supervisors' standing committee meetings.

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

Stacey Simon, County Counsel:

- Introduced item.
- Chart is a cheat sheet, spells out frequent exceptions.

12. BOARD MEMBER REPORTS

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

Supervisor Corless:

- ESTA/Old Mammoth Transit: Thank you to ESTA board for supporting the staff recommendation to restart the Old Mammoth limited bus route to accommodate the needs of MUSD students. We had a meeting with neighborhood residents, ESTA/town/water district/school district staff to talk about short and long-term solutions. For now, bus will make one morning and one afternoon run. Longer term, need to look at options for Red Line bus route extension. The proposed/discussed bus turnaround at Woodman will not be approved by the water district (property owner). ESTA and town staff will work on next steps. Thanks to all for participating.
- Local Transportation Commission: EV charging station presentation, need for unified approach to access, funding. SB1 project list, Prop 6 discussion: need for clear understanding of projects and benefits. ESTA: introduced new interim Executive Director Joe Rye, approved ESTA project list for SB1 funding.
- Mill City Cabin Tract CERCLA Meeting: Update from Inyo National Forest on the closure of the Mill City cabin tract due to high levels of mercury, arsenic and other toxins from mining processing. No good news, cleanup is delayed and cabin owners don't have use of their cabins—however, Forest Supervisor Tammy Randall-Parker took a much more sympathetic approach to their plight.

Supervisor Gardner:

- Last Tuesday evening on the 7th I attended a meeting in Bishop about the Inyo National Forest Management Plan. A draft version of the plan is now available for comment. The comment period will be open through early October. The County may want to

Note:

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review the plan and decide what course to take.

- On Wednesday I attended the Board meeting of the June Lake Public Utility District. The Board is in the process of considering an increase in water and sewer rates. They are pursuing this increase based on the process required by law.
- That same evening, I attended a Caltrans workshop in Lee Vining on the proposed Rehabilitation project for the Lee Vining 95 corridor. They have completed of survey and received many comments from both Lee Vining residents and visitors. Caltrans is doing an excellent job reaching out for input on this project.
- On Friday the 10th I attended a meeting of the Eastern Sierra Transit Authority Board. ESTA continues to struggle with driver shortages, especially in Mammoth, and has addressed this with reduced service in some areas. We are also increasing benefits for drivers to boost recruitment and retention.
- On Saturday the 11th I did trail work with several volunteers at Convict Lake as part of the MLTPA and FOI Trails Day. We cleaned out part of the boardwalk on the trail that had been filled with runoff from last winter and recent rains.
- Finally, last night I joined others in Lee Vining at the Mono basin Fire Safe Council. The Council is getting more organized and will be pursuing fire prevention activity in the area.

Supervisor Halferty:

- Attended Town of Mammoth Lakes meeting yesterday. Informative, good solutions. Staff has some things to come back to.
- Tomorrow, August 15, The Parcel – formerly known as Shady Rest – action and direction is being requested. A contract with a consultant to create development scenarios including an analysis for market rate housing.
- Attended a meeting yesterday, August 13, on the Old Mammoth transit route.
- Celebration of Life for Bill Taylor August 26th Mono Lake County Park. Moonlight walk.

Supervisor Peters:

- 9th Recycling Center
- 10th Leslie Budget and Gene Arch
- 11th Hospice Fundraiser
- 13th LTC
- Donnell Fire Impacts Sept 1st Containment Estimate
- Clear Messaging/Forecasting tools to provide to the public and local Chambers
- **Upcoming:**
- Monday, November 26 from 9:00 to 10:30 in San Diego. Erin Hannigan (Solano) is the Institute moderator this year and will be moderating this session. I will be inviting Belia Ramos (Napa) and Sue Frost (Sacramento) to join you for this conversation.
- 14th Northern Mono Chamber
- 15th Jann Cutts

Supervisor Stump:

- 8-7: Attended the Wheeler Crest Fire Safe Council Meeting. Topics included the County Hazard Mitigation Plan, DWP dewatering impacts, and road financing and improvement projects.
- 8-10: Spent an hour doing volunteer weed removal at the Crowley Community Center. Much more to be done.
- 8-13: Attended the Local Transportation Commission meeting along with Supervisors Peters and Corless. Good presentation on Electric Vehicle Recharging stations.
- Thank you to all the staff that worked so hard to prepare for last week's DWP item.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- Scheereen deserves thanks for her quick action to support presentations and seating.
- Thank you also to the Benton Road Shop crew for their work on the temporary dyke at the edge of Chalfant to help reduce the impact of another, inevitable flood event. Thanks to DWP for letting us do the work on their land.

Janet Dutcher, Finance Director:

- Gave update on her experience in the MPA program at CSUN.

ADJOURNED in honor of Peter Marzano at 2:29 PM

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

**SCHEEREEN DEDMAN
SR. DEPUTY CLERK**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Finance

TIME REQUIRED

SUBJECT Monthly Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 7/31/2018.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 7/31/2018.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[July 2018 Treasury Transaction Report](#)

History

Time	Who	Approval
9/6/2018 1:50 PM	County Administrative Office	Yes
9/4/2018 9:13 AM	County Counsel	Yes
8/30/2018 2:39 PM	Finance	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2018, End Date: 7/31/2018

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	7/12/2018	54473ENR1	500,000.00	Los Angeles Cnty Public Wks 6.091 8/1/2022	111.00	555,000.00	13,620.15	3.18	568,620.15
Buy	7/16/2018	LOANHCCSD	100,000.00	Hilton Creek Community Service District 3.3 7/15/2	100.00	100,000.00	0.00	3.30	100,000.00
Buy	7/20/2018	892331AC3	500,000.00	Toyota Motor Corp 3.419 7/20/2023	100.12	500,614.01	0.00	3.39	500,614.01
Subtotal			1,100,000.00			1,155,614.01	13,620.15		1,169,234.16
Deposit	7/2/2018	OAKVALLEY0670	3.96	Oak Valley Bank Cash	100.00	3.96	0.00	0.00	3.96
Deposit	7/5/2018	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	7/6/2018	CAMP60481	1,500,000.00	California Asset Management Program LGIP	100.00	1,500,000.00	0.00	0.00	1,500,000.00
Deposit	7/13/2018	LAIF6000Q	21,148.20	Local Agency Investment Fund LGIP	100.00	21,148.20	0.00	0.00	21,148.20
Deposit	7/31/2018	CAMP60481	19,908.31	California Asset Management Program LGIP	100.00	19,908.31	0.00	0.00	19,908.31
Deposit	7/31/2018	OAKVALLEY0670	7,447.54	Oak Valley Bank Cash	100.00	7,447.54	0.00	0.00	7,447.54
Deposit	7/31/2018	OAKVALLEY0670	18,006,037.28	Oak Valley Bank Cash	100.00	18,006,037.28	0.00	0.00	18,006,037.28
Subtotal			20,554,545.29			20,554,545.29	0.00		20,554,545.29
Total Buy Transactions			21,654,545.29			21,710,159.30	13,620.15		21,723,779.45
Sell Transactions									
Called	7/9/2018	LOAN1017SD	23,457.89	WMFPD 1.65 10/3/2018-18	0.00	23,457.89	295.86	0.00	23,753.75
Subtotal			23,457.89			23,457.89	295.86		23,753.75
Matured	7/13/2018	89236TCP8	500,000.00	Toyota Motor Credit 1.55 7/13/2018	0.00	500,000.00	0.00	0.00	500,000.00
Matured	7/23/2018	62478TB73	245,000.00	MUFG Union Bank NA 1.96 7/23/2018	0.00	245,000.00	0.00	0.00	245,000.00
Subtotal			745,000.00			745,000.00	0.00		745,000.00
Withdraw	7/3/2018	FIT	2,000,000.00	Funds in Transit Cash	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	7/18/2018	CAMP60481	3,500,000.00	California Asset Management Program LGIP	0.00	3,500,000.00	0.00	0.00	3,500,000.00
Withdraw	7/23/2018	CAMP60481	1,000,000.00	California Asset Management Program LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	7/25/2018	CAMP60481	4,000,000.00	California Asset Management Program LGIP	0.00	4,000,000.00	0.00	0.00	4,000,000.00
Withdraw	7/31/2018	OAKVALLEY0670	17,804,963.65	Oak Valley Bank Cash	0.00	17,804,963.65	0.00	0.00	17,804,963.65
Subtotal			28,304,963.65			28,304,963.65	0.00		28,304,963.65



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2018, End Date: 7/31/2018

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Total Sell Transactions			29,073,421.54			29,073,421.54	295.86		29,073,717.40
Interest/Dividends									
Interest	7/1/2018	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	604.11	0.00	604.11
Interest	7/1/2018	794881BQ4	0.00	SALDEV 1.25 7/1/2019		0.00	1,000.00	0.00	1,000.00
Interest	7/3/2018	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	322.19	0.00	322.19
Interest	7/5/2018	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	287.67	0.00	287.67
Interest	7/10/2018	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	412.81	0.00	412.81
Interest	7/11/2018	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	322.19	0.00	322.19
Interest	7/11/2018	61747MF63	0.00	Morgan Stanley Bank 2.65 1/11/2023		0.00	3,219.57	0.00	3,219.57
Interest	7/12/2018	501798LJ9	0.00	LCA Bank Corporation 2.3 1/12/2022		0.00	2,794.34	0.00	2,794.34
Interest	7/13/2018	31938QQ98	0.00	FIRST BUSINESS BK MADISON WIS 1.9 1/13/2021		0.00	2,308.37	0.00	2,308.37
Interest	7/13/2018	89236TCP8	0.00	Toyota Motor Credit 1.55 7/13/2018		0.00	3,875.00	0.00	3,875.00
Interest	7/13/2018	51210SNP8	0.00	LAKESIDE BANK 1.4 8/13/2018		0.00	281.92	0.00	281.92
Interest	7/13/2018	3137EADB2	0.00	FHLMC 2.375 1/13/2022		0.00	11,875.00	0.00	11,875.00
Interest	7/14/2018	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	533.63	0.00	533.63
Interest	7/15/2018	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	362.47	0.00	362.47
Interest	7/15/2018	34387ABA6	0.00	FLUSHING BANK N Y 1.8 12/10/2018		0.00	362.47	0.00	362.47
Interest	7/15/2018	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	604.11	0.00	604.11
Interest	7/17/2018	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	322.19	0.00	322.19
Interest	7/17/2018	3133EH7F4	0.00	FFCB 2.35 1/17/2023		0.00	11,750.00	0.00	11,750.00
Interest	7/17/2018	50116CBE8	0.00	KS Statebank Manhattan KS 2.1 5/17/2022		0.00	422.88	0.00	422.88
Interest	7/18/2018	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	412.81	0.00	412.81
Interest	7/19/2018	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	473.22	0.00	473.22
Interest	7/19/2018	3135G0T94	0.00	FNMA 2.375 1/19/2023		0.00	11,611.11	0.00	11,611.11
Interest	7/21/2018	3135G0A78	0.00	FNMA 1.625 1/21/2020		0.00	8,125.00	0.00	8,125.00
Interest	7/22/2018	140420RD4	0.00	CAPITAL ONE BANK USA NATL ASSN 1.8 1/22/2020		0.00	2,186.88	0.00	2,186.88



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2018, End Date: 7/31/2018

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	7/23/2018	62478TB73	0.00	MUFG Union Bank NA 1.96 7/23/2018		0.00	1,560.65	0.00	1,560.65
Interest	7/23/2018	33715LBE9	0.00	First Technology Federal Credit Union 2.3 8/23/201		0.00	463.15	0.00	463.15
Interest	7/25/2018	330459BY3	0.00	FNB BANK INC 2 2/25/2022		0.00	402.74	0.00	402.74
Interest	7/26/2018	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	332.26	0.00	332.26
Interest	7/26/2018	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	302.05	0.00	302.05
Interest	7/27/2018	3136G3H81	0.00	FNMA 1.45 1/27/2021-17		0.00	7,250.00	0.00	7,250.00
Interest	7/27/2018	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	302.05	0.00	302.05
Interest	7/27/2018	596689EC9	0.00	MIDDLETON COMMUNITY BANK 1.4 11/27/2018		0.00	281.92	0.00	281.92
Interest	7/28/2018	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	543.70	0.00	543.70
Interest	7/28/2018	3136G3C78	0.00	FNMA 1.55 7/28/2021-16		0.00	7,750.00	0.00	7,750.00
Interest	7/28/2018	3136G3L52	0.00	FNMA 1.3 1/28/2020-16		0.00	6,500.00	0.00	6,500.00
Interest	7/28/2018	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	312.12	0.00	312.12
Interest	7/28/2018	85916VBY0	0.00	STERLING BANK 1.7 7/26/2019		0.00	342.33	0.00	342.33
Interest	7/28/2018	46625HJR2	0.00	JPMORGAN CHASE 2.35 1/28/2019		0.00	11,750.00	0.00	11,750.00
Interest	7/28/2018	3130A8WC3	0.00	FHLB 1.15 1/28/2019-16		0.00	5,750.00	0.00	5,750.00
Interest	7/29/2018	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	432.95	0.00	432.95
Interest	7/30/2018	560160AQ6	0.00	MAHOPAC NATL BK N Y 1.45 7/30/2019		0.00	1,761.65	0.00	1,761.65
Interest	7/31/2018	CAMP60481	0.00	California Asset Management Program LGIP		0.00	19,908.31	0.00	19,908.31
Interest	7/31/2018	29266N3Q8	0.00	ENERBANK USA SALT LAKE CITYUTAH 1.05 8/31/2018		0.00	218.49	0.00	218.49
Interest	7/31/2018	084670BF4	0.00	Berkshire Hathaway Inc 3.4 1/31/2022		0.00	8,500.00	0.00	8,500.00
Interest	7/31/2018	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	7,447.54	0.00	7,447.54
Subtotal			0.00			0.00	146,581.85		146,581.85
Total Interest/Dividends			0.00			0.00	146,581.85		146,581.85



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT First 5 Mono County Children and Families Commission Appointment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Request for Board of Supervisors to appoint Dr. Kristin Collins to the First 5 Mono County Children and Families Commission, and to correct the term of Bertha Collins, Mono County Behavioral Health Case Manager III.

RECOMMENDED ACTION:

Appoint Dr. Collins to the First 5 Mono County Children and Families Commission on September 11, 2018 to September 12, 2021. Dr. Collins will serve as the representative of local medical, pediatric, or obstetric associations of societies. Update the term of Bertha Jimenez to reflect her three-year appointment starting June 1, 2016, expiring June 2, 2019, a correction from the original appointment stating June 1, 2015 - June 2, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Executive Director Letter
<input type="checkbox"/> Collins Intent Letter

History

Time

Who

Approval

8/30/2018 5:52 AM	County Administrative Office	Yes
9/4/2018 9:13 AM	County Counsel	Yes
8/30/2018 2:48 PM	Finance	Yes



September 11, 2018

Ms. Helen Nunn
Mono County Clerk of the Board of Supervisors
P.O. Box 715
Bridgeport, California 93517

RE: BOS Appointment of Dr. Kristin Collins to the First 5 Mono County Children and Families Commission & update Ms. Jimenez's appointment period

Dear Ms. Nunn,

The First 5 Mono County Executive Director respectfully requests that the Board of Supervisors appoint Dr. Kristin Collins for a three year term commencing September 11, 2018 and expiring September 12, 2021.

Dr. Collins wishes to serve under the membership category: *Representative of local medical, pediatric, or obstetric associations or societies*. Dr. Collins is a pediatrician at Sierra Park Pediatrics in Mammoth Lakes. Please find her letter of intent attached.

We also respectfully request an update to Bertha Jimenez's appointment to serve in the category of: *a person responsible for management of the following county functions: children's services, public health services, behavioral health services, social services and tobacco and other substance abuse prevention and treatment services* to reflect her three year appointment as commencing June 1, 2016 and expiring June 2, 2019.

Thank you for your consideration of this request.

Respectfully,

Molly DesBaillets
Executive Director
First 5 Mono County

Bob Gardner
Commission Chair
Mono County Board of Supervisors

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

Jeanne Sassin
Commission Secretary
Teacher
Lee Vining Elementary School

Dr. Tom Boo
Mono County Health Officer

Bertha Jimenez
Case Manager III
Mono County Behavioral Health

Patricia Robertson
Grant and Financial Associate
Mammoth Lakes Housing

Molly DesBaillets, MA
Executive Director

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

P.O. Box 130 ♦ Mammoth Lakes, CA 93546
760-924-7626 ♦ 760-934-8443 (fax) ♦ mdesbaillets@monocoe.org monokids.org

Dr. Kristin Collins
Mammoth Hospital
85 Sierra Park Rd.
Mammoth Lakes, CA 93546
(760) 724-4000
Kristin.collins@mammothhospital.com

8/23/2018

Molly DesBaillets, MA
Executive Director
First 5 Mono County

Dear Ms. DesBaillets,

Thank you for the opportunity to apply for the position of First Five Commissioner. As a pediatrician, I am in a unique position to recognize firsthand the needs of our youngest community members. With my role on the frontlines at the individual level and First Five's resources at the community level, I feel together we can have a greater impact on all the children in our community.

I have had the honor of being a pediatrician in the Eastern Sierra for over six years now, three years in Inyo County and three years in Mono County. My focus has mainly been on caring for individual children and their families, both providing wellness support and caring for them in times of illness. My

family is committed to being a part of the Mammoth community for a long time and given this long-term commitment, I feel compelled and motivated to have a larger role in the well-being of the pediatric population at a community level. I am excited to be more involved and hope my expertise can be beneficial to your organization and mission.

Thank you for your consideration.

Sincerely,

Dr. Kristin Collins
Board Certified Pediatrician
Mammoth Hospital



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: County Counsel, CAO

TIME REQUIRED

SUBJECT Sierra Center Mall Estoppel
Certificate

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Tenant estoppel certificate for Sierra Center Mall.

RECOMMENDED ACTION:

Authorize Board Chair to sign estoppel certificate. Authorize County Administrative Officer, in consultation with County Counsel, to sign future estoppel certificates presented by the landlord, provided that they do not differ in substance from the version presented at today's meeting.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Estoppel
<input type="checkbox"/> Lease
<input type="checkbox"/> First Amendment
<input type="checkbox"/> Second Amendment

History

Time	Who	Approval
9/6/2018 1:57 PM	County Administrative Office	Yes
9/5/2018 2:53 PM	County Counsel	Yes
9/6/2018 1:09 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Anne M. Larsen
Jason Canger

**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

Paralegal
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: September 11, 2018

Re: Sierra Center Mall Estoppel Certificate

Recommended Action

Authorize Board Chair to sign estoppel certificate. Authorize County Administrative Officer, in consultation with County Counsel, to sign future estoppel certificates presented by the landlord, provided that they do not differ in substance from the version presented at today's meeting.

Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

None.

Discussion

As is standard with commercial leases, the County's lease for the Sierra Center Mall requires it to approve an estoppel certificate (which is a written representation of current conditions associated with the tenancy) upon the request of the landlord. The owners of the Sierra Center Mall are pursuing refinancing of the building and have previously requested that the County provide two estoppel certificates for prospective lenders. They are now requesting a third. Because this issue appears to be repeating itself, today's recommended action also seeks delegated authority for the CAO, in consultation with County Counsel, to sign future estoppel certificates that are substantively the same as those approved today and previously.

If you have any questions on this matter prior to your meeting, please call me at 924-1704 or 932-5417.

TENANT ESTOPPEL CERTIFICATE

To: Miramar Financial Group, Inc.
512 Via de la Valley, Suite 200
Del Mar, CA 92014

Re: Lease Dated: August 1, 2006 (as amended, the "Lease")
Tenant: County of Mono (the "Tenant")
Landlord: 452 OM RD, LLC and
Highmark Mammoth Investments, LLC,
as Tenants in Common,
as successors to Doheny V LLC (the "Landlord")
Sierra Center Mall
452 Old Mammoth Road, Mammoth Lakes, CA (the "Building")
Leased Premises within the Building: Suite 301 (the "Premises")

The Tenant acknowledges that (a) Miramar Financial Group, Inc. (together with its successors and assigns, the "Lender") has agreed, subject to the satisfaction of certain terms and conditions, to make a loan (the "Loan") to 452 OM RD, LLC and Highmark Mammoth Investments, LLC, as Tenants in Common DBA "Old Mammoth Highmark Associates" (the "Landlord"), secured by a mortgage lien on the Landlord's interest in the Building and the land on which the Building is located, and (b) the Lender is requiring this Certificate as a condition to its making the Loan. Accordingly, the Tenant hereby certifies and confirms to the Lender and acknowledges and agrees as follows:

1. The Tenant is in full and complete possession of the Premises demised under the Lease, such possession having been delivered by the Landlord pursuant to the Lease and having been accepted by the Tenant.

2. The improvements to the Premises that the Landlord is required to furnish under the Lease have been completed in all respects to the satisfaction of the Tenant, and the Premises are open for the use of the Tenant, its customers, employees and invitees. All contributions required to be paid by the Landlord to the Tenant in connection with improvements to the Premises have been paid in full.

3. All duties or obligations of the Landlord required under the Lease which were an inducement to the Tenant to enter into the Lease have been fully performed.

4. The Lease is in full force and effect. No default exists on the part of the Landlord or the Tenant under the Lease, nor does any circumstance currently exist that, but for the giving of notice or the passage of time, or both, would be such a default. The Lease constitutes the entire agreement between the Landlord and the Tenant with respect to the Premises and has not been amended, modified or supplemented, except as attached hereto, and has not been superseded. There are no oral agreements between the Landlord and the Tenant with respect to the Premises. A true and correct copy of the Lease (including all amendments thereto) is attached to this Certificate as Exhibit "A", and has not been amended, modified or supplemented except

as set forth in Exhibit "A". The Tenant agrees not to amend or modify the Lease without the prior written consent of the Lender.

5. No rents under the Lease have been prepaid, except the current month's rent. The Tenant agrees that it shall not prepay any rents under the Lease more than one month from the date when such rents are due. The Tenant does not now have or hold any claim or defense against the Landlord which might be set off or credited against future accruing rents or which might otherwise excuse the Tenant's performance under the Lease.

6. The Tenant has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease or of the rents secured therein.

7. The Tenant does not have any options or rights of first refusal to purchase the Premises, or any part thereof, or to purchase or lease any other part of the Building, except (state none, if applicable): None.

8. No actions, whether voluntary or involuntary, are pending against the Tenant or any guarantor of the Lease under any bankruptcy, insolvency or similar laws of the United States or any state thereof.

9. The term of the Lease commenced on: August 1, 2006 and ends on October 31, 2019, subject to the following options to renew, if any, set forth in the Lease: Two, 10 Year Options.

10. The current monthly base rental payable by Tenant under the Lease is \$51,830.98, Percentage rent is not payable, as provided in the Lease. The current estimated monthly payments made by the Tenant under the Lease in respect of common area maintenance costs and real estate taxes are collectively \$0.75 per square foot per month.

11. The security deposit under the Lease is currently \$ None

12. So long as the Loan is outstanding, the Tenant shall pay any termination fees payable for the early termination of the Lease to the Landlord and the Lender jointly.

13. The Tenant has not assigned the Lease and has not subleased the Premises or any part thereof.

14. The Lender will rely on the representations and agreements made by the Tenant herein in connection with the Lender's agreement to make the Loan and the Tenant agrees that the Lender may so rely on such representations and agreements.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of September 11, 2019.

TENANT, County of Mono, a political
subdivision of the State of California

By: _____
Name: _____
Title: _____

DOHENY V LLC

400 South Beverly Drive, Suite 412

Beverly Hills, CA 90212

310 772 0900 phone

310 734 8685 direct

815 550-1546 fax

July 9, 2007

Karen Serwatka
Office of the County Counsel
Mono County
South County Offices
P.O. Box 2415
Mammoth Lakes, CA 93546

VIA U.S. MAIL

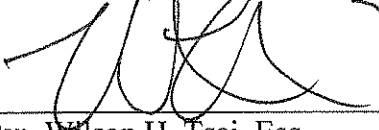
Re: First Amendment to Lease Agreement – Mono County

Ms. Serwatka,

Please find enclosed a fully executed original of the First Amendment to the Lease Agreement for your records. Thank you.

Sincerely,

DOHENY V, LLC



By: Wilson H. Tsai, Esq.

Its: General Counsel

Cc: Doheny V, LLC – Jerry L. Preston, Perry L. Preston
Blizzard Property Management – Rick Terrell, Renee Prouse

**OFFICE OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517
(760) 932-5534/5538 Fax (760) 932-5531**

*Lynda Roberts
Clerk of the Board*

*Christy Robles
Asst. Clerk of the Board*

**MINUTE ORDER
M07-151**

TO: County Counsel

FROM: Board of Supervisors

SUBJECT: Amendment to Lease for Sierra Center Mall

MEETING OF: June 19, 2007

Approve and authorize the Chair to sign proposed First Amendment of Lease Agreement with Doheny V LLC, which would amend the existing lease between the County and Doheny V LLC by changing the square footage of the leased premises from 20,695 square feet to 20,719 square feet and adding a revised floor plan created by Woodward Architecture as an exhibit.

MINUTE ORDER INFORMATION		MOTION INFORMATION		CC: LIST			
Directed to:	County Counsel	Motion	Reid	Clerk of the Board	X	Employment File	
Meeting Date:	June 19, 2007	Second	Farnetti	County Adm. CAO	X	Special District	
MO Number:	M07-151	Vote	4-0	County Counsel	X	Other:	
Agenda Item#:	4	Abstain	None	Auditors Office			
Notes:		Absent	Hunt	Contract File			

SCAMMO 10/25/06

County Counsel
Marshall Rudolph

**OFFICE OF THE
COUNTY COUNSEL**

Telephone
760-924-1700

Assistant
Mark Magit

Mono County
South County Offices
P.O. BOX 2415

Facsimile
760-924-1701

Deputies
Stacey Simon
Allen Berrey

MAMMOTH LAKES, CALIFORNIA 93546

Legal Assistant
Karen Serwatka

August 4, 2006

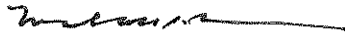
Kristina E. Raspe
General Counsel/Senior Vice President
Doheny Enterprises LLC
400 S. Beverly Dr., Suite 412
Beverly Hills, CA 90212

RE: Sierra Centre Mall; Lease Agreements

Dear Kristina:

Enclosed are three (3) original copies of the final lease agreement between the County and Doheny V LLC, executed by the County. I understand you will sign and return one fully signed original to the County, in care of my office. If you send it via regular mail, use the P.O. Box above. If you send it via a courier service, send it to my office at the Sierra Center Mall, 452 Old Mammoth Road, etc. Many thanks for your professional courtesy and cooperation in negotiating and drafting the lease.

Sincerely yours,



MARSHALL S. RUDOLPH

Encl.

FIRST AMENDMENT OF LEASE AGREEMENT

THIS FIRST AMENDMENT OF LEASE AGREEMENT (the "First Amendment"), is made this 26 day of June 2007 by and between DOHENY V LLC, a California limited liability company (hereinafter referred to as "Landlord"), and the COUNTY OF MONO, a political subdivision of the State of California (hereinafter referred to as "Tenant"), at the Town of Mammoth Lakes, County of Mono, State of California, with regards to the following recitals:

A. Landlord and Tenant entered into a written lease dated August 1, 2006 (the "Lease") pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, space within a commercial shopping center commonly known as The Sierra Center, located at 452 Old Mammoth Road, Mammoth Lakes, Mono County, California (the "Property") initially described as approximately 20,695 useable square feet (the "Initial Square Footage") on the second and third floor in the building located within the Property (collectively, the "Leased Premises").

B. Pursuant to Section 1.1 of said Lease, Woodward Architecture (the "Architect") has completed a revised measurement of Tenant's Leased Premises square footage (the "Revised Square Footage") and floor plan showing the same.

C. Landlord and Tenant desire to replace the Initial Square Footage as stated in the Lease with the Revised Square Footage for purposes of prospectively calculating Base Minimum Rent and Common Area Expenses to be paid by Tenant to Landlord.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant agree as follows:

1. Revised Square Footage. The Revised Square Footage of the Leased Premises, as calculated by the Architect and more specifically defined in Exhibit "A", shall equal 20,719 square feet.

2. Amendment.

2.1 Section 1.1. Section 1.1 of the Lease shall be deleted in its entirety and replaced with the following:

"Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, an amount of square footage totaling 20,719 square feet of space (the "Leased Premises") on the second and third floor of the commercial shopping center commonly known as The Sierra Center (the "Building") located on the property commonly referred to as 452 Old Mammoth Road, Mammoth Lakes, Mono County, California (the "Property"). Said square footage and floor plan showing the same shall be attached to this Lease as Exhibit "A" and incorporated herein by this reference. The square footage and floor plan as set forth in Exhibit "A" shall be final and binding on the parties and shall apply for all purposes within this Agreement, commencing on July 1, 2007, including but not limited to determination of Base Minimum Rent, description of the Leased Premises, and Tenant's proportionate share of any Common Area Expenses. With respect to said

Leased Premises, approximately 14, 946 square feet were leased and occupied by Tenant prior to August 1, 2006, (the "Existing Space") and the remaining square footage, approximately 5,773 square feet, corresponding to Suites 208 and 306, is new leased space (the "New Space"). As of August 1, 2006, this Agreement shall prospectively supersede any and all other lease agreements existing between Tenant and Landlord."

2.2 Exhibit "A". Exhibit "A" of the Lease shall be deleted in its entirety and replaced with the square footage and floor plans as set forth in Exhibit "A" of this First Amendment.

3. Defined Terms. All capitalized terms not defined in this First Amendment shall have the meaning they are given in the Lease.

4. Full Force and Effect. Except as herein provided, the Lease and all of its terms, covenants and conditions shall remain in full force and effect.

5. Representations of the Parties. Each party represents to the other that it has not made any assignment, sublease, transfer, conveyance or other disposition of the Lease, or any interest in the Lease, or any claim, demand, obligation, liability, action, or cause of action arising from the Lease.

6. Miscellaneous.

6.1 Voluntary Agreement. The parties have read this First Amendment and on advice of counsel they have freely and voluntarily entered into said First Amendment.

6.2 Successors. This First Amendment shall be binding on and inure to the benefit of the parties and their successors.

6.3 Entire Agreement. This First Amendment contains the entire agreement of the parties with respect to the matters which are the subject of this First Amendment and supersedes all prior and contemporaneous written or oral agreements, statements, understandings, terms, conditions, representations and warranties made by Landlord or Tenant concerning the matters which are the subject of this First Amendment.

6.4 Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

7. Exhibits. Any attached exhibits are expressly made a part hereof:

Exhibit "A": Revised Square Footage and Floor Plan.

[Signatures on following page.]

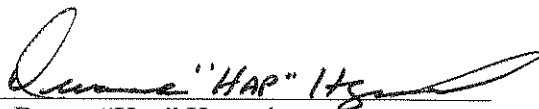
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

LANDLORD: DOHENY V LLC,
a California limited liability company



By: Jerry L. Preston
Its: Managing Member

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



By: Duane "Hap" Hazard
Its: Chair, Mono County Board of Supervisors

APPROVED AS TO FORM:

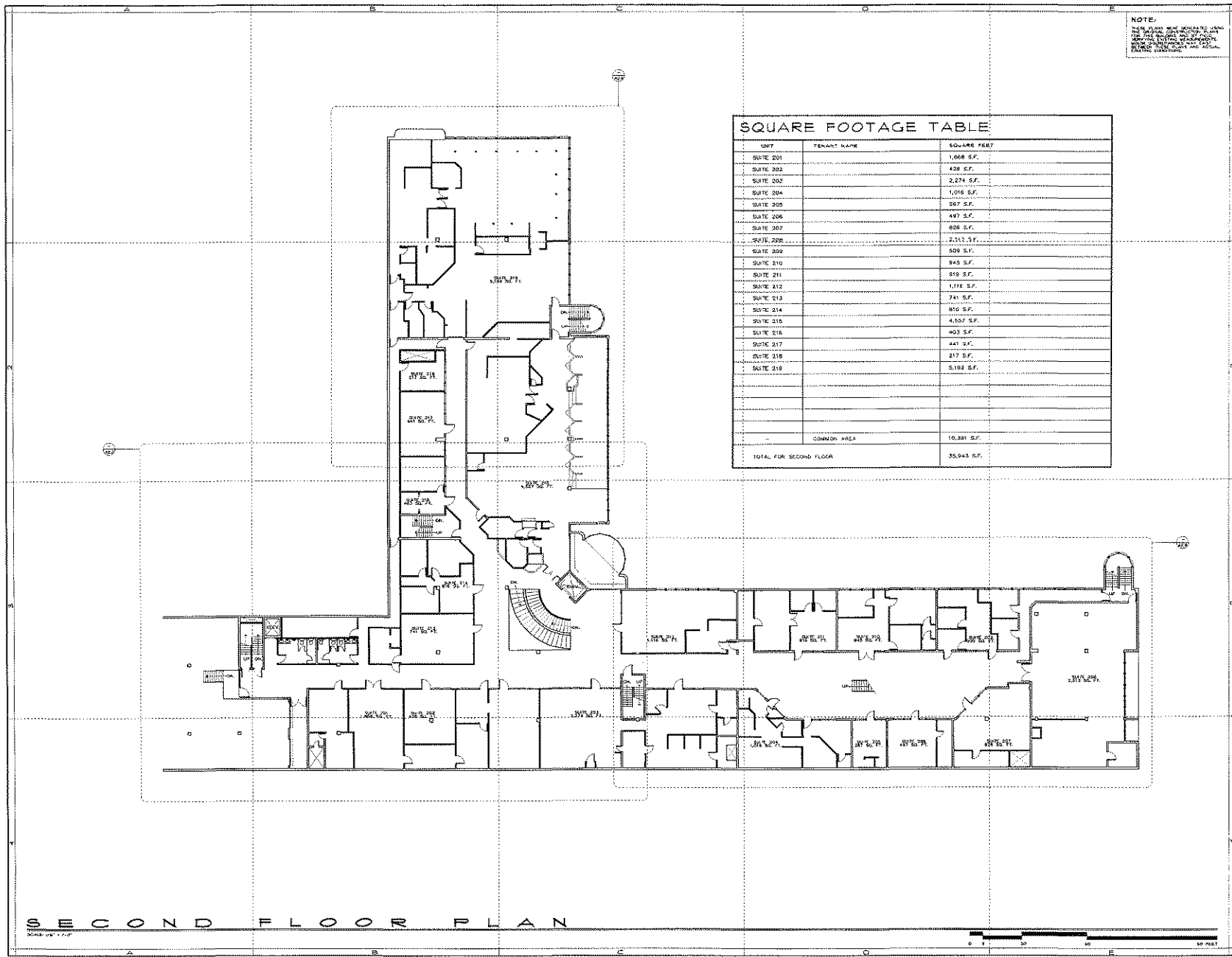

Mono County Counsel Office

Dated: 6/28/07

Exhibit "A"

Revised Square Footage and Floor Plan.

<u>Unit Number</u>	<u>(Old Unit Number)</u>	<u>Square Footage</u>
208	2P	2,513 sq ft
211	2R1	919 sq ft
301	3J1	1,564 sq ft
302	3K	413 sq ft
303	--	3,924 sq ft
304	3MNO	740 sq ft
305	--	1,346 sq ft
306	3O	3,260 sq ft
307	3R1	135 sq ft
308	3R	1,158 sq ft
310	--	1,274 sq ft
311	3L	1,545 sq ft
314	3C1	591 sq ft
319	3DEFG	1,129 sq ft
320	320	208 sq ft
	<i>TOTAL SQ FT</i>	20,719 sq ft



NOTE:
 THIS PLAN IS A GENERAL ILLUSTRATION OF THE PROPOSED WORK. IT IS NOT TO BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.

UNIT	TENANT NAME	SQUARE FEET
SUITE 201		1,668 S.F.
SUITE 202		428 S.F.
SUITE 203		2,274 S.F.
SUITE 204		1,018 S.F.
SUITE 205		287 S.F.
SUITE 206		497 S.F.
SUITE 207		826 S.F.
SUITE 208		2,513 S.F.
SUITE 209		509 S.F.
SUITE 210		945 S.F.
SUITE 211		319 S.F.
SUITE 212		1,116 S.F.
SUITE 213		741 S.F.
SUITE 214		916 S.F.
SUITE 215		4,557 S.F.
SUITE 216		403 S.F.
SUITE 217		441 S.F.
SUITE 218		217 S.F.
SUITE 219		5,193 S.F.
COMMON AREA		10,381 S.F.
TOTAL FOR SECOND FLOOR		35,943 S.F.

NO.	REVISION RECORD	DATE	BY
1	ISSUE FOR PERMIT	10/23/2006	9.53 AM



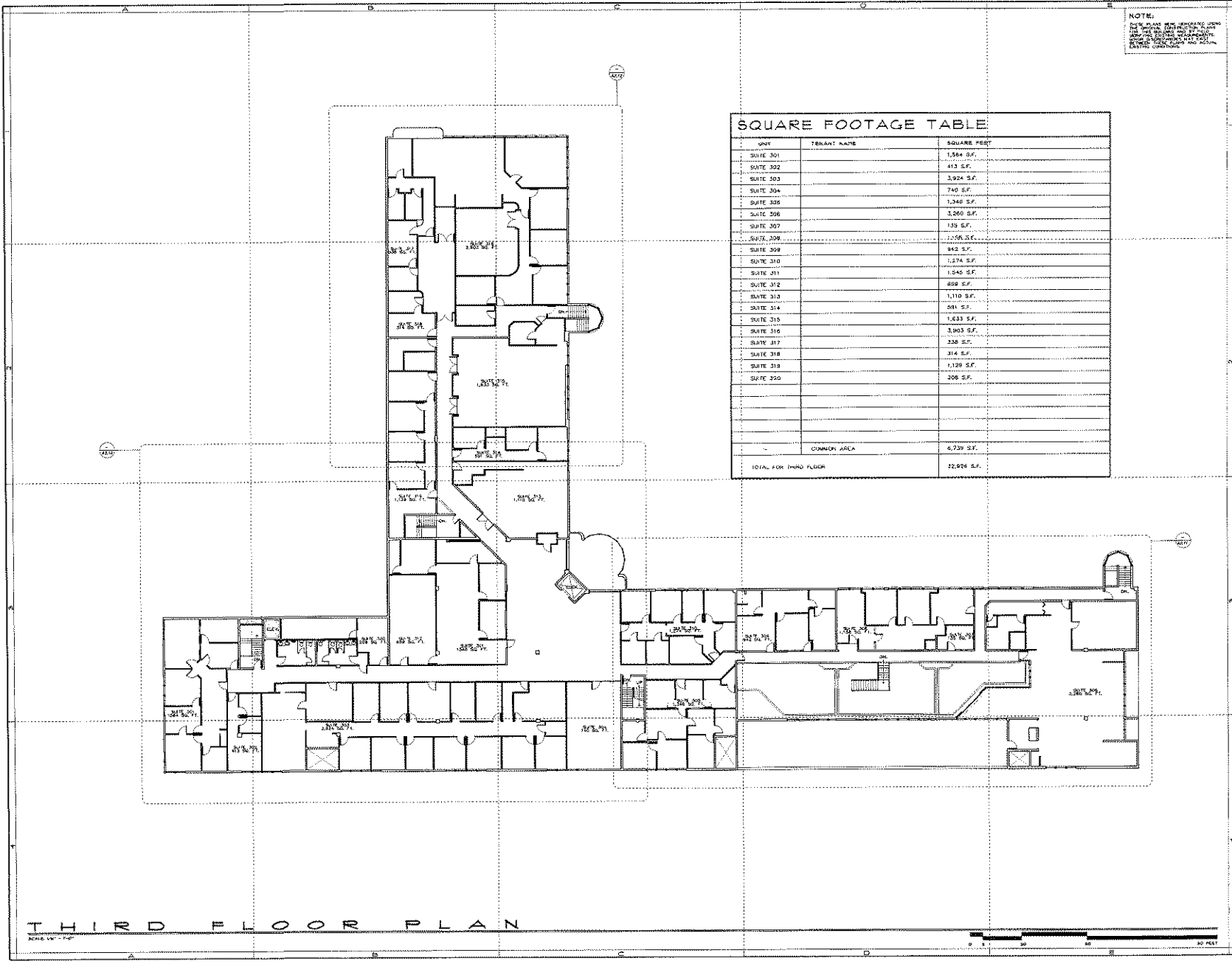
WOODWARD ARCHITECTURE
 BRUCE P. WOODWARD ARCHITECT C-16915
 POST OFFICE BOX 1548
 25 OLD MAMMOTH ROAD #27
 MAMMOTH LAKES, CA 93546
 VOICE: 760.924.1850
 FAX: 760.924.1856
 e-mail: bruce@woodwardarch.com

SIERRA CENTER MALL
 452 OLD MAMMOTH ROAD,
 MAMMOTH LAKES, CA



SIERRA CENTER MALL
 452 OLD MAMMOTH ROAD, MAMMOTH LAKES, CA
 SECOND FLOOR PLAN
 DATE: 10/23/06
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 SCALE: 1/8" = 1'-0"

A-1.3



NOTE:
 THIS PLAN IS A REVISION OF THE EXISTING CONDITIONS. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODES AND ALL APPLICABLE REGULATIONS.

NO.	REVISION RECORD	DATE	BY
1	EXISTING CONDITIONS	10/23/2009	8:23 AM

SUITE	TENANT NAME	SQUARE FEET
SUITE 301		1,584 S.F.
SUITE 302		413 S.F.
SUITE 303		3,924 S.F.
SUITE 304		740 S.F.
SUITE 305		1,246 S.F.
SUITE 306		3,280 S.F.
SUITE 307		155 S.F.
SUITE 308		1,258 S.F.
SUITE 309		892 S.F.
SUITE 310		1,274 S.F.
SUITE 311		1,540 S.F.
SUITE 312		858 S.F.
SUITE 313		1,110 S.F.
SUITE 314		581 S.F.
SUITE 315		1,633 S.F.
SUITE 316		3,903 S.F.
SUITE 317		336 S.F.
SUITE 318		314 S.F.
SUITE 319		1,129 S.F.
SUITE 320		206 S.F.
DINING AREA		6,239 S.F.
TOTAL FOR THIRD FLOOR		22,926 S.F.



WOODWARD
 ARCHITECTURE
BRUCE P. WOODWARD
 ARCHITECT C-16915
 POST OFFICE BOX 1568
 224 OLD MAMMOTH ROAD #217
 MAMMOTH LAKES, CA 93546
 VOICE: 7669341860
 FAX: 7669341860
 email: bruce@mammoth-design-group.com

SIERRA CENTER MALL
 452 OLD MAMMOTH ROAD,
 MAMMOTH LAKES, CA



SIERRA CENTER MALL
 452 OLD MAMMOTH ROAD, MAMMOTH LAKES, CA
 THIRD FLOOR PLAN
 DATE: 10/23/2009
 DRAWN BY: SCH-PM/MSHT
 CHECKED BY: SCH-PM/MSHT

A-1.4

OFFICE LEASE

THIS OFFICE LEASE AGREEMENT ("Lease") is made as of the 1st day of August, 2006, by and between Doheny V LLC, a California limited liability company (hereinafter referred to as "Landlord") and the County of Mono, a political subdivision of the State of California ("Tenant").

1. Leased Premises.

1.1 Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, an amount of square footage which for initial reference purposes only shall be described as approximately 20,695 useable square feet of space (the "Leased Premises") on the second and third floor of the commercial shopping center commonly known as The Mammoth Sierra Center Mall (the "Building") located on the property commonly referred to as 452 Old Mammoth Road, Mammoth Lakes, Mono County, California, (the "Property"). As soon as reasonably practicable after entry into this Agreement, Landlord shall at its own expense arrange for Woodward Architecture (the "Architect") to determine the actual useable square footage comprising the Leased Premises and to produce a floor plan showing same. Said actual square footage and floor plan shall be attached to this Lease as Exhibit "A" and incorporated herein by this reference. The square footage and floor plan shown in Exhibit "A" shall be final and binding on the parties and shall apply for all purposes within this Agreement, retroactive to August 1, 2006, including but not limited to determination of Base Minimum Rent, description of the Leased Premises, and Tenant's proportionate share of any Common Area Expenses. In the event that the actual square footage is more than the initial reference amount of 20,695, any additional amount owing by Tenant shall be due and payable to Landlord within 30 days after Landlord has notified Tenant of the additional amount allegedly owing. In the event that the actual square footage is less than the initial reference amount of 20,695, the amount of any overpayment by Tenant shall be a credit applied toward the next month's Base Minimum Rent. With respect to said Leased Premises, approximately 15,129 square feet are already presently leased and occupied by Tenant prior to entry into this Agreement (the "Existing Space") and the remaining square footage, approximately 5,566 square feet, corresponding to Suites 2-P and 3-O, is new leased space (the "New Space"). As of August 1, 2006, this Agreement shall prospectively supersede any and all other lease agreements existing between Tenant and Landlord (by virtue of its recent purchase of the Building and the Property).

1.2 Condition of Leased Premises. The portion of the Leased Premises consisting of Existing Space shall be delivered to Tenant in its current "AS IS" condition. Any existing improvements in the New-Space portion of the Leased Premises that are not desired by Tenant shall be demolished by Landlord at its own expense and said space delivered to Tenant in gray shell, broom clean condition. Landlord shall provide Tenant with an allowance of four hundred thousand dollars (\$400,000) for Tenant's use in installing fixtures, trade fixtures and making any and all tenant improvements necessary to finish the Leased Premises to meet Tenant's needs, in accordance with the terms of Exhibit "E" attached hereto and incorporated by reference. To the extent said allowance is not sufficient to cover all of Tenant's associated costs and expenses, Tenant shall bear said additional costs and expenses. To the extent said allowance is more than sufficient, Tenant may apply the remaining amount of the allowance toward

payment of Rent or purchase of any furniture or other personal property for use in the Leased Premises. Nothing in this Section regarding the condition of the Leased Premises shall be construed as relieving Landlord of any obligation it may otherwise have under this lease to properly repair and maintain the Building and the Property in good order, condition and repair.

1.3 Appurtenances to Leased Premises. During the term and any extended term of this Lease, Tenant shall be entitled to all appurtenances to the Leased Premises, including the reasonable, non-exclusive rights of ingress and egress to and from the Leased Premises for Tenant and Tenant's contractors, agents, employees, invitees, and other persons transacting business with Tenant, the reasonable, non-exclusive right to use the public or common entrances, lobbies, corridors, driveways, footways, passageways and stairs, and the right to maintain and use existing access to the Leased Premises through corridors, stairs, passageways, entrances, driveways and footways. The exterior walls and the roof of the Leased Premises and the area above and beneath said Leased Premises are not leased hereunder, and the use thereof, together with the right to locate, both vertically and horizontally, install, maintain, use, repair and replace pipes, utility lines, ducts, conduits, flues, refrigerant lines, drains, sprinkler mains and valves, access panels, wires and structural elements leading through the Leased Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the building, are hereby reserved unto Landlord. Notwithstanding the foregoing, Landlord acknowledges that as of the date that this Lease is entered into, Tenant has certain telecommunications equipment (e.g., microwave dishes, wiring, and cables) installed on the roof of and within the Building for the purpose of providing Tenant with telecommunications and computer service. Landlord also acknowledges that as of the date this Agreement is entered into, certain portions of the Leased Premises are served by heating and air-conditioning equipment that may have ventilation ducts, pipes, and other associated equipment installed in areas outside of the Leased Premises, including but not limited to the Building roof. Landlord shall allow Tenant to leave such equipment in place for such purposes during the Term of this Lease, subject to Landlord's right to reasonably relocate such equipment in order to repair and maintain such areas of the Building or to install other equipment in such areas. Tenant shall be entitled to reasonable access to such areas of the Building outside of the Leased Premises where Tenant maintains equipment upon reasonable advanced notice to Landlord and with a Landlord escort so that Tenant may maintain and repair such equipment.

2. Term and Right to Possession.

2.1 Commencement. The term of this Lease shall commence on August 1, 2006 ("the Commencement Date"). Tenant's obligation to pay all sums and charges reserved unto Landlord in this Lease shall commence on the Commencement Date, except that so long as Tenant is not in default of any of its obligations to be performed hereunder, Tenant's obligation to pay Base Minimum Rent shall commence upon November 1, 2006 (the "Rent Commencement Date").

2.2 Term. The term of this Lease shall be for thirteen (13) years and three (3) months (the "Lease Term"). The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the Commencement Date, if the Commencement Date shall occur on the first day of a calendar month. If not, then

the first Lease Year shall commence upon the first day of the calendar month next following the Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

2.3 Possession. Tenant shall have the right of entry into and shall be entitled to possess and occupy the Leased Premises pursuant to provisions of this Lease, provided however that, with respect to the New Space Tenant shall have first submitted all insurance policies and/or Certificates of Insurance as required by Section 16 of this Lease and, with respect to the Existing Space Tenant shall submit all insurance policies and/or Certificates of Insurance as required by section 16 of this Lease by August 14, 2006.

2.4 Failure to Deliver Possession. If Landlord is unable to deliver possession of all or any part of the Leased Premises to Tenant on or before the Commencement Date Landlord shall not be liable for any resulting damage. In such event, and in the event that Landlord is unable to deliver possession of all or any part of the Leased Premises for one hundred and eighty (180) after the Commencement Date, Tenant may elect to remove the undelivered portion of the Leased Premises from the Lease prior to the date upon which Landlord delivers possession of the undelivered portion of the Leased Premises to Tenant, with all parties thereafter having no further obligation or liability hereunder. Such removal rights shall be the exclusive remedy available to Tenant as a result of Landlord's failure to deliver possession of the Leased Premises to Tenant as set forth herein. In no event shall Tenant be obligated to pay Rent on any portion of the Leased Premises which has not been delivered by Landlord to Tenant until three (3) calendar months after the date upon which such portion of the Leased Premises is delivered by Landlord to Tenant. In turn, Tenant shall be obligated to pay Rent, as provided for herein, for all portions of the Leased Premises delivered to Tenant by Landlord commencing upon the later to occur of (a) three (3) months after the date such portions of the Leased Premises are delivered to Tenant or (b) November 1, 2006. To the extent that Tenant is already occupying any portion of the Leased Premises, Landlord shall have no further obligation to deliver such portion of the Leased Premises to Tenant, such portions of the Leased Premises being deemed delivered upon the Commencement Date of this Lease.

2.5 Options to Extend. Landlord grants to Tenant two ten (10) year option(s) to extend the term of this Lease. SUCH OPTION MUST BE EXERCISED BY TENANT BY GIVING WRITTEN NOTIFICATION TO LANDLORD NOT LESS THAN ONE HUNDRED AND EIGHTY (180) DAYS PRIOR TO THE EXPIRATION OF THE CURRENT TERM AND PROVIDED THAT TENANT IS NOT IN DEFAULT UNDER ANY TERM OF THIS LEASE. During the option period, rent shall be reestablished at the then-current market rate, subject to adjustments as are common in the market at the time the option is exercised. For purposes of this Section, "market rent" shall be defined to mean the average rent paid by tenants under commercial and retail leases for terms in excess of five (5) years within comparable commercial shopping centers and areas located in Mammoth Lakes, California entered into during the six-month period immediately preceding the exercise of such option(s). The initial determination of market rent shall be made by Landlord, who shall be required to make such determination in good faith and notify Tenant thereof no less than thirty (30) days after Tenant has notified Landlord of its exercise of any option to extend. Upon receipt of Landlord's determination of market rent, Tenant shall have thirty (30) days notify Landlord of any dispute it may have

regarding said determination. In that event, determination of market rent shall be referred to a mutually-acceptable neutral third party for resolution, which determination shall be final. Or, in lieu of and prior to such a third-party determination, Tenant may in its sole discretion opt to cancel and rescind its exercise of the option without incurring any liability therefor. The grant of such option(s) described herein is personal to Tenant, and Tenant shall not assign or transfer Tenant's interest in such option(s). Any attempted or purported assignment of such option(s) by Tenant shall be null and void and of no force and effect.

3. Rent.

3.1 Base Minimum Rent. Tenant shall pay to Landlord at the address of Landlord (400 South Beverly Drive, Suite 412, Beverly Hills, CA 90212), or at such other place as may be designated by Landlord, without prior demand therefor, and without any deduction or offset whatsoever, and as initial Base Minimum Rent (subject to adjustment as set forth in Section 3.2. hereof) the amount set forth and designated as Base Minimum Annual Rent, each calendar year, payable monthly, in advance, in the amount as set forth as Base Minimum Monthly Rent (subject to adjustment as set forth in Section 3.2. hereof).

If the Rent Commencement Date shall occur upon a day other than the first day of a calendar month, then Tenant shall pay, upon the Rent Commencement Date, a pro rata portion of the Base Minimum Monthly Rent described in the foregoing Section prorated on a per diem basis with respect to the fractional calendar month preceding the commencement of the first Lease Year hereof.

<u>Year</u>	<u>Base Minimum Monthly Rent</u>
1	\$2.00 per useable square foot

The Base Minimum Annual Rent shall be \$24.00 per useable square foot.

It is intended by the parties that all rent calculations be on a per square foot basis and not on a gross basis. The Base Minimum Annual Rent shall be equal to twelve (12) months of Base Minimum Monthly Rent.

3.2 Base Rent Increases. Upon the expiration of twelve (12) calendar months after the Commencement Date, and upon the expiration of each twelve (12) calendar month period thereafter, the Base Minimum Annual Rent shall be adjusted by multiplying the Base Minimum Annual Rent by one hundred and one and one-half percent (101.5%).

3.3 Useable Versus Rentable Square Feet. Notwithstanding any statement of square footage set forth in this Lease to the contrary, Landlord reserves the right to remeasure the Premises and the Building to convert all tenants to the "Rentable Square Feet Measurement" system. This method measures each tenant's pro rata portion of the Building, excluding elements of the Building that penetrate through the floor to areas below. The load factor shall be set by Landlord in its commercially reasonable discretion. This method of measurement would cause the square footage of the Premises to be increased but Landlord agrees that the Base Minimum Annual Rent would not

be increased. In the event Landlord does convert to the "Rentable Square Feet Measurement" system, then the Base Minimum Annual Rent per foot would be reduced to reflect the same total Rent due under the current "Useable Square Feet Measurement" system. Furthermore, said change shall in no event increase any Common Area Expenses paid by Tenant.

3.4 Common Area Expenses. Tenant shall pay without demand therefore and without deduction or offset, Tenant's proportionate share of expenses and charges as set forth in this Section 3.4 (collectively "Common Area Expenses"). All payments that Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts and all damages, costs and expenses which Landlord may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Lease shall be deemed to be additional rent, and in the event of nonpayment by Tenant, Landlord shall have all the rights and remedies with respect thereto as Landlord has for the nonpayment of any rent. As used in this Lease, Tenant's "Proportionate Share" shall mean the percentage obtained by dividing the useable square footage of the Leased Premises (as determined by the Architect) by the total useable square footage of all leasable space within the Building (exclusive of Common Areas).

3.4.1 Taxes.

(a) Tenant shall pay its Proportionate Share of all taxes, assessments, levies, and charges, whether special, extraordinary, or otherwise, whether foreseen or unforeseen, which may be levied, assessed, or imposed upon, on account of or with respect to: (i) the ownership of and/or all other taxable interests in all land situated in the premises; (ii) all buildings, structures, and other improvements situated thereon; (iii) rents or rental sales tax on commercial leases, whether such tax be levied on Landlord or Tenant. The terms "taxes, assessments, levies, and charges" shall include, but shall not be limited to, any expenses, taxes, charges, or penalties imposed by the Federal Department of Energy, Federal Environmental Protection Agency, the Federal Clean Air Act, or any regulations promulgated by these entities, or any other local, state, or federal governmental agency or entity now or later vested with the power to impose taxes, assessments, or other types of surcharges as a means of controlling or abating environmental pollution or the use of energy in regard to the use, operation, or occupancy of the Property attributable to use of the Leased Premises by Tenant.

(b) The amount of real estate taxes upon which such payment is based shall be the most current notices(s) of assessment or tax bill(s) concerning the entire premises or, if there are none, such amount as Landlord may reasonably estimate, subject to adjustment as provided in subsection 3.4.3. A tax bill submitted by Landlord to Tenant shall be conclusive evidence of the amount of taxes assessed or levied, as well as the items taxed. Any tax payable by Tenant pursuant to this Section and billed to Landlord which would not otherwise be due until after the date of termination of this Lease, but which relates to any period of the term hereof, shall be paid by Tenant to Landlord upon such termination date. In the event that Landlord is successful at any time in obtaining any reduction in real property taxes or assessments levied or assessed against the premises, Landlord shall be entitled to reimbursement of all costs incurred in obtaining such reduction; provided however, that such reimbursement shall under no circumstances exceed the saving to Tenant resulting from such reduction.

3.4.2 Operating Expenses. Tenant shall pay to Landlord its Proportionate Share of the operating expenses of the Property (the "Operating Expenses"). Without limiting the generality of the foregoing, Operating Expenses shall specifically include any and all of the following: (i) the cost of supplying all utilities, the cost of operating, repairing and maintaining the utility, telephone, mechanical, sanitary, storm drainage, and elevator systems, and the cost of maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections and the cost of contesting any governmental enactments which may affect Operating Expenses; (iii) the cost of all insurance carried by Landlord in connection with the Property and the amounts of insurance deductibles; (iv) the cost of landscaping, relamping, and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Property, or any portion thereof, unless those costs are incurred in connection with a portion of the Property used solely by or for the benefit of a specific tenant of the Building and are performed at the request or on behalf of that tenant; (v) costs incurred in connection with the parking areas servicing the Property; (vi) management fees (which shall be 15% of the sum total of all items in this Section 3.4); (vii) payments under any equipment rental agreements; (viii) wages, salaries and other compensation and benefits, including taxes levied thereon, of all persons engaged in the operation, maintenance and security of the Property; (ix) costs under any instrument pertaining to the sharing of costs by the Property allocated proportionately to the Property; (x) operation, repair, maintenance and replacement of all systems and equipment and components thereof of the Property, unless those costs are incurred in connection with a portion of the Property used solely by or for the benefit of a specific tenant of the building and are performed at the request or on behalf of that tenant; (xi) the cost of janitorial, alarm, security and other services, replacement of wall and floor coverings, ceiling tiles and fixtures in the Common Areas, maintenance and replacement of curbs and walkways, repair to roofs and re-roofing; (xii) amortization (including interest on the unamortized cost) of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Property, or any portion thereof; (xiii) the cost of Capital Improvements or other costs incurred in connection with the Property (A) which actually reduce the cost to operate or maintain the Project, or any portion thereof, (B) that are required to comply with conservation programs mandated or enforced subsequent to the Commencement Date, (C) which are replacements or modifications of items located in or servicing the Common Areas required to keep the Common Areas in good order or condition, (D) that are required under any governmental law or regulation or (E) commercially reasonable reserves for any of the foregoing capital expenses which can be reasonably anticipated; provided, however, that any allowed expenditure for Capital Improvements shall be amortized with interest over its useful life; (xiv) costs, fees, charges or assessments imposed by, or resulting from any mandate imposed on Landlord by, any federal, state or local government for fire and police protection, trash removal, community services, or other services; and (xv) payments under any easement, license, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs by the Property. Landlord acknowledges and agrees that the 15% management fee set forth above shall constitute the sole charge to Tenant for management expenses under this Lease and that no other management costs shall be charged to Tenant as a part of Operating Expenses or otherwise. "Common Areas" means all areas, space equipment and special services provided for the common or joint use and benefit of the lessees or occupants of the premises, or portions thereof, their employees, agents, servants, customers, and other invitees, including without limitation,

parking areas, driveways, roofs, landscaped areas, truck serviceways, loading docks, ramps and sidewalks, and restrooms. "Capital Improvement" means capital improvement as defined by Internal Revenue Service rules related to property depreciation.

3.4.3 Payment of Common Area Expenses. Concurrent with the payment of the Base Minimum Monthly Rental Payment as provided for herein, Tenant shall pay to Landlord on account estimated common area expenses at the rate of seventy-five cents (\$0.75) per each square foot of the square footage floor area of the Leased Premises. In no event shall the total amount of Common Area Expenses or estimated Common Area Expenses paid by Tenant increase due to a change in the method of calculating square footage as allowed by paragraph 3.3. In the event Landlord does convert to the "Rentable Square Feet Measurement" system, then estimated and actual Common Area Expenses would be reduced to reflect the same total amount due under the current "Useable Square Feet Measurement" system. Common Area Expenses includes Taxes, as described in subparagraph 3.4.1 and Operating Expenses, as described in subparagraph 3.4.2. Within ninety (90) days after the expiration of each calendar year, Landlord shall calculate the actual amount of Tenant's Proportionate Share of such Common Area Expenses and shall provide Tenant with a written statement showing: (1) the total Common Area Expenses for the Property for the calendar year; (2) Tenant's Proportionate Share of the Common Area Expenses for the calendar year; (3) a summary of Common Area Expenses for the calendar year by category, if otherwise available; and (4) a detailed listing of the expenses supporting those amounts, including the amount and date of payments, the payee, and the nature of the expense, and such other information as may be reasonably requested by Tenant (the "Annual CAM Statement"). Landlord shall maintain books and records supporting the information set forth in the Annual CAM Statement in accordance with generally accepted accounting principles. In the event Tenant's Proportionate Share as shown on the Annual CAM Statement is greater than the estimated payments on account hereunder, Tenant shall pay the deficiency within thirty (30) days of being billed therefor. In the event Tenant's Proportionate Share as shown on the Annual CAM Statement is less than the amount of the estimated payments, Tenant shall receive a credit against Rent in the amount of its overpayment. After each adjustment, Tenant's monthly contribution on account of Common Area Expenses shall be adjusted to reflect Landlord's good faith reasonable estimate of such expenses for the then-current calendar year. Tenant shall continue to pay the estimated Common Area Expenses from the prior calendar year until it receives written notice from Landlord setting forth a new estimated Common Area Expenses. If the new estimated Common Area Expenses exceed the actual Common Area Expenses for the prior calendar year by more than five percent (5%), then Landlord shall additionally provide Tenant with a written explanation for the increase.

3.4.4. Tenant and its authorized representatives may examine, inspect, audit, and/or copy the records of Landlord supporting the Annual CAM Statement as described in subparagraph 3.4.3. Tenant shall provide Landlord with no less than ten (10) days' prior written notice of Tenant's intent to exercise its rights pursuant to this paragraph during Landlord's normal business hours. Landlord shall keep its books and records applicable to the Annual CAM Statement for two years after the calendar year in which they are incurred. Tenant shall bear all fees and costs of the audit unless the audit determines that the charges were overstated by four percent (4%) or more. In that event, Landlord shall pay for the reasonable costs of the audit.

Pending resolution of any disputes over Common Area Expenses, Tenant shall pay to Landlord the estimated Common Area Expenses as directed by Landlord.

3.5 Tax on Rentals. Tenant shall further pay to Landlord, within seven (7) business days of billing therefor, any and all excise, privilege, rent in lieu of, ad valorem, and other tax(es) (for the purposes of this subsection "Tax") levied or assessed by any governmental authority upon or measured by any rent or any other sums payable by Tenant to, or on behalf of the tenancy created by this Lease. Such Tax shall be paid by Tenant whether or not it comprises a portion of any real property tax or taxes or real property tax bills, and such Tax shall include, without limitation, any new tax of a nature not presently in effect but which may be hereafter levied, assessed or imposed upon the Landlord, or the Leased Premises, if such new tax shall be based on or arise out of the ownership, use, or operation of the Leased Premises, or any portion thereof or right thereto. Nothing contained herein shall be construed to require Tenant to pay any estate, gift, inheritance or net income tax of Landlord.

3.6 Late Charges. Tenant hereby acknowledges that late payment by tenant to Landlord of the Base Minimum Monthly Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if any installment of Base Minimum Monthly Rent or any sum due from Tenant hereunder shall not be received by Landlord or Landlord's designee on or before the 10th day after the time set forth herein for the payment thereof, then said amount shall be deemed past due, and Tenant shall pay to Landlord a late charge equal to 10% of the amount due, plus any attorney's fees incurred by Landlord by reason of Tenant's failure to pay such Base Minimum Monthly rent or other charges when due hereunder. Landlord and Tenant hereby agree that such late charge represents a fair and reasonable estimate of the cost that Landlord will incur by reason of any such late payment by Tenant. Acceptance of any such late charge by Landlord with respect to such overdue amount, shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

4. Personal Property Taxes and Assessments.

During the term hereof, Tenant shall cause all taxes, assessments and other charges levied upon or against any fixtures or personal property situated in, on or about the Leased Premises to be levied and assessed separately from the Leased Premises and to be paid before the same becomes a lien upon said Leased Premises; provided, however, if for any reason any of such taxes, assessments, or other charges shall not be so separately assessed, Tenant shall nevertheless pay the same as set forth herein, or reimburse Landlord therefor, all within ten (10) business days of receipt of billing therefor.

5. Utilities.

5.1 Landlord's Obligation. Unless the Premises are separately metered, in which case Tenant shall pay such charges directly and not as a part of the Operating Expenses,

Landlord shall pay or cause to be paid, prior to delinquency, all charges for water, gas, sewer, electricity, light, heat, air conditioning and power used, rendered, or supplied in connection with the Leased Premises, together with any assessments or surcharges with respect thereto, and shall contract for the same in Landlord's own name, and shall protect Tenant and the Leased Premises from any such charges. Landlord's obligations hereunder shall commence as of the date of possession as referenced in Section 2 hereof. Notwithstanding the foregoing, Landlord does not make any warranty or representation as to the quantity, quality, availability, amount, or duration of any such utilities or services. Landlord's failure to furnish, or any interruption, diminishment or termination of services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations, utility interruptions or the occurrence of an event of force majeure (collectively a "Service Failure") shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement, unless the Service Failure is caused by the gross negligence or willful misconduct of Landlord. However, if the Premises, or a material portion of the Premises, are made untenable for the Permitted Use for a period in excess of three (3) business days in any one month as a result of a Service Failure that is reasonably within the control of Landlord to correct, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Rent payable hereunder during the period beginning on the 4th business day of the Service Failure and ending on the day the service has been restored. If the entire Premises have not been rendered untenable by the Service Failure, the amount of abatement shall be equitably prorated.

Notwithstanding the foregoing, Tenant may elect to have separate meters installed at Tenant's sole cost and expense for the Leased Premises, or a portion thereof, and to contract for gas and/or electricity in Tenant's own name. In the event that Tenant so elects, Tenant shall pay those charges directly to the provider and Landlord shall recalculate Tenant's contribution to Operating Expenses as it relates to those services to reflect Tenant's direct payments. Tenant shall protect Landlord and the Leased Premises from any such charges for utilities billed to Tenant pursuant to this Section.

5.2 Tenant's Obligation. Tenant shall pay or cause to be paid, prior to delinquency, all charges for telecommunications services and satellite/cable service (if any) rendered, or supplied in connection with the Leased Premises, together with any assessments or surcharges with respect thereto, and including, without limitation, charges for installation and connecting such service to the Leased Premises, and shall contract for the same in Tenant's own name, and shall protect Landlord and the Leased Premises from any such charges. Tenant's obligations hereunder shall commence as of the date of possession as referenced in Section 2 hereof and as of the date such service is installed and/or connected to the Leased Premises.

6. Alterations, Improvements, Signs, Restrictions Re Exterior, Parking.

6.1 Alterations and Improvements. Tenant shall not make or cause to be made any alterations, additions, or improvements to the building within which the Leased Premises are located, or install or cause to be installed or used, any exterior signs, floor covering, exterior lighting, plumbing fixtures, shades or awnings, radio or television antennae, loud speakers, sound amplifiers or similar devices, or make any changes to the storefront or exterior of the said

building without first obtaining Landlord's written approval. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. Except as expressly provided and authorized by Section 1.3, Tenant shall make no use of the roof and all fixtures installed by Tenant shall be new or completely reconditioned. Landlord shall provide Tenant with a tenant improvement allowance as more fully described in Exhibit "E" (entitled "Tenant Improvement Allowance") attached hereto and incorporated herein by this reference, for the improvement of the Leased Premises at the commencement of the Term.

6.2 Signs. Tenant will not place or suffer to be placed or maintained on any exterior door, roof, wall or window of the building within which the Leased Premises are located any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain or permit, or suffer to be placed or maintained, any decoration, lettering or advertising matter on the glass of any window or door of the said building within which the Leased Premises are located without first obtaining Landlord's written approval, which may be withheld in Landlord's reasonable discretion. In no event shall any (1) neon, flashing or moving sign(s), or (b) signs which shall interfere with the visibility of any sign, awning, canopy, advertising matter, or decoration of any kind of any other business or occupant of the building within which the Leased Premises are located, be permitted hereunder. Tenant further agrees to maintain any such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Tenant shall not place or suffer to be placed any merchandise, equipment or other items outside the building within which the Leased Premises are located. Landlord, without liability therefor, at Tenant's cost, may remove, without notice, any item placed, constructed, or maintained, upon or outside of any roof, wall or window of the building within which the Leased Premises are located that does not comply with the provisions of this Section.

6.3 Signage in Compliance with Laws. Any and all signage of Tenant (including any signage required by any franchisor of Tenant) shall be in full compliance with local rules, regulations, and ordinances, including without limitation, all sign ordinances adopted and as may be amended from time to time by the Town of Mammoth Lakes.

6.4 Parking. Vehicles of Tenant and Tenant's employees and agents shall not be parked immediately or directly in front of any ground-floor retail or commercial space within the building on the Property, except that Tenant's employees and agents may park in said spaces to the same extent as the general public when they are visiting and patronizing ground-floor businesses. Landlord shall have the right to cause to be removed at Tenant's expense any vehicle of Tenant or Tenant's employees and agents that may be parked in such areas in violation of this Section without liability of any kind to Tenant or Tenant's employees or agents for any claims, losses, damages, and demands asserted or arising in respect to or in connection with the removal of any vehicle. All parking not otherwise designated shall be on an unreserved, first-come, first-served basis. Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the parking area. Except as caused by the gross negligence or willful misconduct of Landlord and without limiting the terms of the preceding sentence, Landlord shall not be liable for any loss, injury or damage to persons using the parking area or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the spaces shall be at the sole risk of Tenant and its employees. Landlord shall

have the right from time to time to designate the location of the spaces in the parking area and to promulgate reasonable, non-discriminatory rules and regulations regarding the parking area and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and the like. Tenant shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto. Tenant may store any Tenant-owned automobiles in the underground parking area overnight (such overnight use shall not to exceed 25 parking spaces and shall be at Tenant's sole risk); Tenant shall not store or permit its employees to store any personal automobiles in the parking area overnight without the prior written consent of Landlord. Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the parking area or on the Property. Landlord shall have the right to temporarily close the parking area or certain areas therein in order to perform necessary repairs, maintenance and improvements to the parking area.

7. Use of Leased Premises.

The Leased Premises shall be used for the operation of County of Mono offices only. No other use shall occur within the Leased Premises without the prior written consent of Landlord; provided, however, that in the event of a proposed sublease or assignment of the Leased Premises, any use of the Leased Premises may occur that is consistent and compatible with other uses of the Building, as determined by Landlord in its commercially reasonable discretion.

8. Conduct of Business.

During all usual business hours, and on all such days as comparable businesses of like nature in the area are open for business, and in any event, during such business hours at the majority of tenants of the premises are open for business, Tenant shall occupy, use, and operate the entire Leased Premises for the purposes specified herein. This requirement shall not apply during times when the Leased Premises are untenable by reason of fire or other casualty; provided, however, Tenant shall continue operation of its business to the extent reasonably practicable from the standpoint of good business during any period of reconstruction or repair. In general, Tenant shall operate the business conducted by it on the Leased Premises in a manner calculated to produce the maximum profitable and practical volume of sales and transactions obtainable and to enhance the reputation and attractiveness of the Leased Premises. Notwithstanding the foregoing to the contrary, so long as Tenant is a government agency, Tenant may operate its public business at such times and days as it sees fit in its sole discretion.

9. Assignment and Subletting.

Tenant shall not sublet or assign this Lease, whether in whole or in part, or any interest therein, without first obtaining Landlord's written consent, which said consent shall not be unreasonably withheld. If Tenant desires at any time to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify Landlord of its desire to do so and shall submit in writing to Landlord:

- a. the name of the proposed subtenant or assignee;
- b. the nature of the proposed subtenant's or assignee's business to be carried on in the Leased Premises; and
- c. an application fee of \$1500.00.

Landlord shall not unreasonably withhold its consent provided:

- a. Use of the Leased Premises remains the same as stated in Section 7 above;
- b. Proposed subtenant or assignee demonstrates that it is financially responsible by submission to Landlord of such reasonable information as Landlord may request concerning the proposed subtenant or assignee;
- c. For assignments only, proposed assignee demonstrates a record of successful experience in operating a business by submission to Landlord of such reasonable information as Landlord may request concerning the proposed assignee, including, but not limited to, a written statement in reasonable detail as to the business and retail merchandising experience of the proposed assignee during the two (2) years preceding the request for Landlord's consent; and
- d. Proposed subtenant or assignee has a reputation for honesty and is of good moral character.

In the event Landlord's withholding of consent is found to be unreasonable by any court of competent jurisdiction, Tenant's sole remedy shall be to have the proposed assignment or subletting declared valid as if Landlord's consent had been given.

Notwithstanding any such subletting or assignment, Tenant shall remain fully and primarily liable for the payment of all rental and other sums due, or to become due hereunder, and for the full performance of all other terms, conditions, and covenants to be kept and performed by Tenant. The acceptance of rent or any other sum due hereunder, or the acceptance of performance of any other term, covenant, or condition hereof, from any other person or entity shall not be deemed to be a waiver of any of the provisions of this Lease or a consent to any subletting or assignment of the Leased Premises. Each subtenant or assignee acquiring this Lease by acceptance of any sublease, assignment, or transfer by operation of law shall assume, be bound by, and be obligated to perform the terms and conditions of its sublessor or assignor under this Lease. This Lease shall not, nor shall any interest therein, be assignable as to Tenant's interest by operation of law, assignment for the benefit of creditors, voluntary or involuntary bankruptcy or reorganization, or otherwise, without the prior written consent of Landlord.

If Tenant is a corporation, and if at any time during the term of this Lease any part or all of the corporate shares of Tenant shall be transferred by sale, assignment, operation of law or other disposition (except where shares are transferred on death by bequest or inheritance) so as to result in a change in the present effect voting control of Tenant by the person or persons

owning a majority of said corporate shares on the date of this Lease, Tenant shall promptly notify Landlord in writing of such change, and such change shall, if not previously consented to in writing by Landlord, which consent shall not be unreasonably withheld, be deemed an assignment without consent of Landlord in violation of the first paragraph of this Section 9.

Any assignment or sublease in violation of this Lease shall, at the option of the Landlord, be void. Tenant further agrees to reimburse Landlord for all reasonable expenses incurred with respect to any such assignment or subletting, such expenses in no event to be less than Fifteen Hundred Dollars (\$1500.00).

As set forth in Section 2.5, Tenant shall not sublet or assign Tenant's interest in any option(s) to extend the term of this Lease granted by Landlord to Tenant. In the event that Tenant has sublet or assigned more than twenty-five percent of the Leased Premises at the time Tenant must exercise or commence an option to extend the Lease Term, whether in one transaction or cumulatively, Tenant shall not have the right to exercise such option and all additional options to extend the Term of this Lease shall be null and void.

10. Security Deposit. Tenant shall not be required to submit a security deposit to Landlord as security for this Lease agreement.

11. Financing.

It is mutually understood and acknowledged that Landlord may, from time-to-time, finance the construction of, and/or improvements within, and/or refinancing of, the premises, and that a mortgage company, or companies, must approve this Lease, and, in order to receive such approval, this Lease may have to be amended or modified. Provided that the term hereof shall not be altered nor Tenant's obligation to pay (a) rent, or (b) its share of taxes, insurance, and common facilities proration charges be increased thereby, Tenant agrees that it shall in good faith consider and, if acceptable, shall execute any reasonable amendment or modification of this Lease as may be requested by said mortgage company or companies within seven (7) days of Landlord's request therefor.

12. Leasehold Priority, Subordination and Estoppels.

Tenant agrees, that upon written request of Landlord, Tenant will execute, acknowledge, and deliver any and all instruments required by Landlord which are necessary or proper to effect the subordination of this Lease to any mortgage or deed of trust, including, but not limited to a Subordination Agreement in the form attached hereto as Exhibit "C" or in another similar form as requested by Landlord. Should the Leased Premises be acquired by any person or entity in connection with any proceeding under the terms of any such mortgage or deed of trust, this Lease shall, at the option of such person, continue in full force and effect for so long as Tenant is not in default hereunder and Tenant hereby attorns and agrees to attorn to such person or entity. Further, Tenant agrees that, upon the written request of Landlord, Tenant will execute, acknowledge and deliver an estoppel in the form attached hereto as Exhibit "D" or in another similar form as requested by Landlord, to the extent that Tenant may truthfully make any

statement set forth in said form; any matters that may not be truthfully stated may be listed as exceptions in the signed estoppel.

13. Compliance with Laws.

Tenant shall promptly comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act laws (collectively "Laws") affecting the Leased Premises, regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. In addition, Tenant shall, at its sole cost and expense, promptly comply with any Laws that relate to the Base Building (defined below), but only to the extent such obligations are triggered by Tenant's use of the Leased Premises or alterations, improvements or fixtures in the Leased Premises performed or requested by Tenant. "Base Building" shall include the structural portions of the Building, the public restrooms and the Building mechanical, electrical and plumbing systems and equipment located in the internal core of the Building on the floor or floors on which the Premises are located. Tenant shall promptly provide Landlord with copies of any notices it receives regarding an alleged violation of Law. Tenant shall not do or permit anything to be done in or about the Leased Premises or the building in which the Leased Premises are situated or on any other building within the premises that may injure adjoining buildings or be a nuisance or menace to other persons or businesses in the area or disturb the quiet enjoyment of any person. Tenant shall not conduct or, with knowledge, permit to be conducted any waste or public or private nuisance on the Leased Premises or any portion of the Property within which the same are located. It is further agreed between Landlord and Tenant that Tenant will protect, indemnify, defend, and save and keep Landlord, its agents, servants, employees, and/or its successors or assigns forever harmless and indemnified from and against any and all liability, penalties, damages, costs, expenses and attorneys' fees arising out of or by reason of (a) any accident or other occurrence on or about the Leased Premises causing injury to persons or property whomsoever or whatsoever, except in the event and to the extent that said accident or occurrence arises from active negligent or willful misconduct of the Landlord, its agents, servants, employees, and/or its successors or assigns. Tenant will also protect, indemnify, and save and keep harmless Landlord against and from any and all claim, loss, damage, or expense arising out of any failure of Tenant in any respect to comply with the performance of all of the requirements and provisions of this Lease, and (b) Tenant's failure to prevent any employee, or any other person, from entering upon, or remaining in, any employment or place of employment upon the Leased Premises which is not safe, or which does not comply with the terms of the Occupational Safety and Health Act of 1970 (29 USC §§ 651 et seq.) and all other applicable laws pertaining thereto as they may now or hereafter exist and apply to the Leased Premises.

14. Subordination of Landlord's Lien.

Landlord, within a reasonable time after demand from Tenant, shall execute and deliver any document required by any bona fide supplier, lessor, or lender, in connection with the installation in the Leased Premises of Tenant's personal property or Tenant's trade fixtures, in which Landlord subordinates to the lien of such supplier, lessor, or lender any rights it may have or acquire with respect to that property, if the said supplier, lessor, or lender agrees in writing

that, for so long as it possesses any interest therein or claim thereto, it will remove that property from the Leased Premises within fifteen (15) days of the expiration, or earlier termination, of the term of this Lease, and that in any such event, it will make, forthwith, all repairs and restoration to the Leased Premises that are necessitated by removal of such fixtures and property. Tenant conveys and grants unto Landlord a lien, secured by all of said personal property and trade fixtures at any time in or upon the Leased Premises, not inconsistent with the foregoing provisions of this Section 14, and Tenant shall execute and deliver unto Landlord, upon request, such instruments and documents as are requested by Landlord, to secure unto Landlord, Landlord's security interest therein. Upon the expiration of the term hereof, and provided tenant is not in default hereunder, Landlord shall, upon request, execute such release of said lien as may be requested by Tenant. In the event of any default hereunder, Landlord may, in addition to all other rights of Landlord hereunder, and at law or equity, proceed to foreclose upon such lien, and to otherwise levy upon the same.

15. No Partnership.

Notwithstanding any other express or implied provision of this Lease, Landlord shall not, in any way or for any purpose, become or be deemed to be a partner of Tenant, in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Tenant.

16. Insurance and Hold Harmless.

16.1 Fire, Etc. Insurance. During the term hereof, Landlord shall keep the buildings and improvements within which the Leased Premises are located, insured against loss or damage by fire, with extended coverage and any additional, further, or excess general liability insurance, vandalism and malicious mischief endorsement or their equivalents, together with such other insurance coverage (including without limitation earthquake coverage at full replacement cost) as Landlord may deem reasonably applicable with such insurance companies as Landlord shall select and in amounts not less than the higher of (a) the amount Landlord's lender shall require or (b) \$11 million, with loss payable thereunder to Landlord and to any authorized encumbrancer of Landlord (with standard mortgagee loss payable clause) in accordance with their respective interests. Landlord may, at its option, maintain rent insurance for the benefit of Landlord equal to at least one year's rent hereunder. If this Lease is terminated as a result of damage by fire or casualty as set forth in Section 19 hereof, all insurance proceeds shall be paid to and retained by Landlord, subject to the rights of any authorized encumbrancer of Landlord. Tenant shall further pay to Landlord the entire amount of the increase, if any, in insurance rates, which is caused in whole or in part by Tenant's use of the Leased Premises, over the lowest rate obtainable by Landlord within the premises.

16.2 Additional Insurance. Tenant shall, at its cost and expense, at all times during the term of this Lease, maintain and carry for the joint benefit, and in the names, of Tenant and Landlord, as co-insureds, with cross liability endorsement, (a) Commercial General Liability Insurance by the terms of which Tenant and Landlord shall be indemnified against liability for damage or injury to property or person (including death) occurring on the Leased Premises, or any part thereof, or arising from the use or occupancy thereof, or arising directly or indirectly from any act or omission of Tenant, its employees, agents, representatives, assigns, or

licensees; such insurance policy or policies shall name Landlord, and others designated by Landlord as having an insurable interest in the Leased Premises, as additional insured(s) and shall be carried and maintained by Tenant the minimum basis of Two Million Dollars (\$2,000,000.00) Combined Single Limit for bodily injury (including death) and property damage; (b) Property/Business Interruption Insurance written on an All Risk or Special Cause of Loss Form, including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("Tenant's Property") and any leasehold improvements performed by or for the benefit of Tenant; (c) Workers' Compensation Insurance in amounts required by Law; and (d) Employers Liability Coverage of at least \$2,000,000.00 per occurrence. Tenant shall deliver to Landlord the certificate of each insurance carrier as to each such insurance policy prior to commencement of the term hereof, and thereafter at least thirty (30) days prior to the expiration of any such policy. In the event the terms of this Lease shall permit the sale of alcoholic beverages from or on the Leased Premises, such insurance as carried by Tenant hereunder shall include dram shop liability insurance. In the event Tenant fails at any time during the term of this Lease to obtain insurance required to be carried by Tenant hereunder or to provide to Landlord such evidence thereof, Landlord may, but shall not be required, in addition to all other rights and remedies of Landlord hereunder, procure such insurance, in which event Tenant shall pay to Landlord, upon demand, the cost and expense thereof, together with interest thereon at the maximum rate permitted by law. All insurance carried by Tenant shall be issued as a primary policy by an insurance company authorized to do business in the state in which the Leased Premises are located with a Best's minimum policyholder rating of "A" status or better and a Best's financial category minimum rating of Class XI status or better as rated in the most recent edition of Best's Insurance Reports, or as otherwise approved by Landlord.

16.3 Notice. Each insurance policy shall contain a clause that it cannot be canceled or reduced in scope without thirty (30) days' prior written notice to Landlord and to any mortgagee or trust deed holder of whom the insurer has been notified in writing.

16.4 Hold Harmless and Waiver of Claims. Tenant covenants and agrees that neither Landlord nor its agents, servants, or employees, shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, injury, death or damage to person(s) or property which at any time may be suffered or sustained by Tenant or by any person(s) whomsoever who may at any time be using or occupying or visiting the Leased Premises or be in, on or about the same, or who may be injured as a result of any act, omission, or negligence whether or not such loss, injury, death or damage shall be caused by or in any manner result from or arise out of any act, omission or negligence of Tenant or of any occupant, subtenant, agent, assignee, employee, visitor, or invitee of any portion of the Leased Premises, or from the use or occupancy of the Leased Premises, or arising from any breach or default of Tenant hereunder, and Tenant shall and herewith does forever indemnify, defend, hold and save Landlord, its agents, servants, and employees free and harmless of, from and against any and all claims, liability, loss, cost, expense or damage whatsoever, including, but not by way of limitation, attorney's fees, on account of any loss, injury, death, or damage occurring on, in, or about the Leased Premises, or arising from the use or occupancy of the Leased Premises, or the violation of any law, rule, ordinance, or regulation thereon.

16.5 Waiver of Subrogation. With respect to loss or damage resulting from any cause insured against by the insurance to be carried by Landlord pursuant to the terms of Section 16.1 hereof, and with respect to any similar insurance of the type referenced in said Section 16.1 which is maintained by Tenant, the parties hereto waive any and all rights of recovery against the other, and each such party hereby agrees that it shall not make any claim against the other, or seek to recover from the other, for loss of or damage to the other, or its property, or property of others under its control, and each party hereto shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier a waiver of right to recovery against the other party hereto, its agents and employees. In furtherance of the foregoing, Tenant agrees that in the event of a sale of the Leased Premises by Landlord, the hereinabove waiver of subrogation shall continue in favor of the original Landlord hereunder, and any subsequent Landlord, as well as be in favor of any such purchaser, and their respective successors and assigns.

17. Repairs, Maintenance, Alterations, and Removal of Equipment.

17.1 Tenant's Maintenance and Repairs. At all times Tenant shall, at Tenant's sole cost and expense, keep and maintain (including replacements if necessary) the Leased Premises (and each and every part thereof) clean, and free from rubbish, dirt, and in good and sanitary order, condition and repair. Tenant shall maintain in good order and condition and otherwise repair and replace as and when necessary, all show windows, plate glass, and show cases comprising a part of the Leased Premises or within which the Leased Premises are contained. Tenant shall not place any rubbish or other matter outside any building within the premises, except in such containers as are authorized from time to time by Landlord. Tenant shall keep sewers and drains open and clear and shall use the same only for designated purposes. Tenant shall paint, varnish, wallpaper, or otherwise redecorate or renovate the interior of the Leased Premises and Tenant's trade fixtures as necessary to maintain the Leased Premises in good order, condition and repair, except to the extent the need for such repairs is caused by Landlord or its agent(s)' active negligence or intentional misconduct, in which event Landlord shall be responsible for such repairs (e.g., water stains from leaking roofs, grease stains on carpet or walls from Landlord's contractors). Except as specifically provided in this Lease, Landlord shall not be obligated to repair, replace, maintain, or alter the Leased Premises, or the Property, Building or improvements within which the same are located, and Tenant waives all laws in contravention thereof. With regard to repairs, except as expressly provided in Section 21.2, Tenant expressly waives any right pursuant to any law now existing, or which may be effective during the term hereof, to make repairs at Landlord's expense, including, without limitation, the provisions of Sections 1932, 1933(4), and 1942 of the California Civil Code, and any provisions amendatory thereof or supplemental thereto.

17.2 Tenant Alterations. Tenant shall not have the right to make any additions, alterations, changes, or improvements to the Leased Premises unless Landlord, in its reasonable discretion, has approved the same in advance and in writing. No addition, alteration, change, or improvement shall be made which will weaken the structural strength, lessen the value of or change the architectural appearance or elevation of any building or other construction. All alterations, additions, and improvements made or installed by Tenant to or upon the Leased

Premises and the building within which the same are located, except signs, cases, counters, or other removable trade fixtures, shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Landlord.

17.3 Landlord's Maintenance and Repairs. Landlord agrees and acknowledges that it is providing Tenant with space in a prime, commercial shopping center (i.e., "the Building"). Landlord shall use commercially reasonable efforts to manage and maintain the Building and the Property, including but not limited to public bathrooms, parking areas, roof, and all Common Areas, in good order, condition and repair and in a manner that will not unreasonably interfere with Tenant's use and enjoyment of the Leased Premises. Landlord shall, Landlord reserves the right, at any time and from time to time throughout the term of this Lease, to let or make agreement(s) or contract(s) and/or to otherwise arrange for, or perform, the maintenance, repair and operation (or any combination thereof) of: (a) the heating and ventilating system, including heat pumps, electrical, plumbing, pipes, wiring, conduit, sprinkler system (if any), and air conditioning apparatus of the building serving the Leased Premises, (b) the roof of the building serving the Leased Premises, (c) the exterior of the building within which the Leased Premises are located, including, without limitation, the painting thereof, and (d) the structural portions of the building within which the Leased Premises are located, or any of the foregoing or any combination thereof. In the event any such maintenance, repair or operation, as aforesaid, is attributable to the negligent act or omission of Tenant, or to any violation by Tenant of any provision of this Lease, Tenant shall pay to Landlord, as aforesaid, an amount equal to the cost of any such maintenance, repair, or operation so attributable to the act or omission of Tenant. Landlord may make such repairs and perform such maintenance and operation without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property, or to Tenant's business by reason thereof, unless due to the active negligence or willful misconduct of Landlord.

18. Mechanic's Liens.

18.1 No Liens Against Leased Premises. Tenant agrees to keep all of the Leased Premises and every part thereof and all buildings and other improvements within which the same are located free and clear of and from any and all mechanic's, materialman's, and other liens for work or labor done, services performed, materials, appliances, transportation, or power contributed, used or furnished to be used in or about the Leased Premises to or on the order of Tenant, and Tenant shall promptly and fully pay and discharge any and all claims upon which any such lien may or could be based within ten (10) days after learning of the existence thereof and Tenant shall save and hold Landlord and all of the Leased Premises and all buildings and improvements within which the same are contained free and harmless of and from any and all such liens and claims of liens and suits or other proceedings arising out of materials or services furnished to or on the order of Tenant. Tenant agrees to give Landlord written notice not less than ten (10) days in advance of the commencement of any construction, alteration, addition, improvement, installation, or repair costing in excess of Five Hundred Dollars (\$500) in order that Landlord may post appropriate notices of Landlord's non-responsibility, and, if reasonably necessary to secure, at Tenant's sole cost and expense, a bond indemnifying and releasing Landlord and the Leased Premises from the effect of all aforesaid liens, with corporate surety, and in form, satisfactory to Landlord.

18.2 No Effect of Tenant's Liens. No mechanic's or materialman's liens or mortgages, deeds of trust, or other liens of any character whatsoever created or suffered by Tenant shall in any way, or to any extent, affect the interest or rights of Landlord in any buildings or other improvements on or about the Leased Premises, or attach to or affect Landlord's title to or rights in the Leased Premises.

19. Fire and Casualty Damage.

If all or any portion of the Leased Premises becomes untenable by fire or other casualty to the Leased Premises (collectively a "Casualty"), Landlord, with reasonable promptness, shall cause a general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required using standard working methods to substantially complete the repair and restoration of the Leased Premises and any Common Areas necessary to provide use of and access to the Leased Premises ("Completion Estimate"). If the Completion Estimate indicates that the Leased Premises or any Common Areas necessary to provide access to the Leased Premises cannot be made tenantable within 180 days from the date the repair is started, then either party shall have the right to terminate this Lease upon written notice to the other within 10 days after receipt of the Completion Estimate. Tenant, however, shall not have the right to terminate this Lease if the Casualty was caused by the acts, omissions, negligence or intentional misconduct of Tenant or any Tenant related parties. In addition, Landlord, by notice to Tenant within 45 days after the date of the Casualty, shall have the right to terminate this Lease if: (1) the Leased Premises have been materially damaged and there is less than 2 years of the Term remaining on the date of the Casualty; (2) any mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (3) a material uninsured loss to the Building or Leased Premises occurs. If this Lease is not terminated, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, restore the Leased Premises and Common Areas. Such restoration shall be to substantially the same condition that existed prior to the Casualty, except for modifications required by Law or any other modifications to the Common Areas deemed desirable by Landlord. Upon notice from Landlord, Tenant shall assign or endorse over to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's insurance with respect to any leasehold improvements performed by or for the benefit of Tenant; provided if the estimated cost to repair such leasehold improvements exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within 15 days of demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs. In no event shall Landlord be required to spend more for the restoration than the proceeds received by Landlord, whether insurance proceeds or proceeds from Tenant. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the Casualty or the repair thereof. Provided that Tenant is not in default, during any period of time that all or a material portion of the Leased Premises is rendered untenable as a result of a Casualty, the Rent (including Common Area Expenses) shall abate for the portion of the Leased Premises that is untenable and not used by Tenant.

20. Condemnation.

20.1 General. If title to all or any portion of the Leased Premises be taken by a public or quasi-public authority under any statute or by right of eminent domain or by private purchase in lieu thereof, then the rights of the parties to share in the condemnation award or purchase price thereby resulting shall be governed hereby.

20.2 Total or Material Taking. Should all or any portion of the Leased Premises be taken in such a manner as to materially interfere with Tenant's use and occupancy thereof, then either party, by giving written notice to the other party within thirty (30) days after such taking, may terminate this Lease as of the date of such notice, or should more than fifty percent (50%) of the area of land included within the Leased Premises hereto be so taken, or should more than twenty percent (20%) of the Leased Premises be so taken, then Landlord, by giving written notice to Tenant within sixty (60) days after such taking, may terminate this Lease as of the date of such notice. All compensation awarded for a Taking shall be the property of Landlord. The right to receive compensation or proceeds is expressly waived by Tenant, however, Tenant may file a separate claim for Tenant's property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the amount of Landlord's award.

20.3 Partial Taking. In the event of a partial taking of the Leased Premises, and the Lease is not canceled, then this Lease as to the part so taken only shall terminate as of the date that possession of such part of the Leased Premises be so taken, and the Base Minimum Rent herein provided for shall be reduced in the proportion that the square footage of the ground floor of building area of the Leased Premises so taken bears to the total building floor area of the Leased Premises existing before such taking. Landlord shall diligently replace or repair the building within which the Leased Premises are located but at a cost to Landlord not to exceed the condemnation award received by Landlord for such repairs. In the event of such partial taking, Landlord shall be entitled to any and all awards and payments except Tenant shall be entitled to only that portion of any award allocated to the taking of Tenant's fixtures and personal property and any affected improvements to the Leased Premises that were paid for by Tenant.

21. Default.

21.1 Tenant's Default. If Tenant shall default in the payment of any rent or charge or sum of money due, or to be paid by Tenant hereunder, and such default shall continue for a period of seven (7) days after written notice thereof from Landlord, or if Tenant shall conduct, or permit any act of waste or nuisance on or with respect to the Leased Premises or any portion thereof, and the same shall not be corrected within fifteen (15) days after written notice thereof from Landlord, or if Tenant shall default in the performance or observation of any other term, covenant, agreement or obligation of this Lease to be performed or observed by Tenant, and such default shall continue for a period of fifteen (15) days after written notice thereof by Landlord, or if more than two (2) of any of the foregoing defaults, or any combination thereof,

shall occur in any single twelve (12) month period during the term hereof, whether or not the same be timely cured, or if Tenant shall vacate or abandon the Leased Premises, then Landlord shall have, in addition to any other remedies available at law, without further notice to Tenant, and without barring later election of any other remedy, any one or more of the following remedies at Landlord's election:

a. Landlord may require strict performance of all the terms, covenants, agreements and obligations hereof as the same shall accrue, and have the right of action therefor; or

b. By written notice to Tenant, Landlord may terminate this Lease, re-enter the Leased Premises by process of law, remove all parties in possession thereof therefrom and repossess said Leased Premises, in which event, Landlord shall have the right to recover from Tenant: (1) the worth, at the time of the award of the unpaid rent that had been earned at the time of termination of this Lease; (2) the worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of loss of rent that could have been reasonably avoided; (3) the worth, at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that could have reasonably been avoided; and (4) any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default. "The worth, at the time of the award", as used in (1) and (2) of this subsection is to be computed by allowing interest at the rate of ten percent (10%) per annum, or the maximum lawful rate, whichever is the lesser; "the worth, at the time of the award", as referred to in (3) of this subsection is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%), or the maximum lawful rate, whichever is the lesser.

All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, or equity; and likewise, the exercise by Landlord of any remedy provided for herein or allowed by law or equity shall not be to the exclusion of any other remedy.

Landlord and Tenant further agree that in the event Tenant breaches this Lease, or any covenant, term, or condition hereunder, then abandons the Leased Premises, or any portion thereof, this Lease shall continue in force and effect for so long as Landlord does not terminate Tenant's right to possession, as set forth in this Lease, and Landlord may enforce all rights and remedies of Landlord including without limitation, the right to recover rental as it becomes due hereunder. Acts of maintenance or preservation, or efforts to relet the Leased Premises, or the appointment of a receiver upon the initiation of the Landlord to protect the Landlord's interests under this Lease shall not constitute a termination of Tenant's right to possession.

Any re-entry shall be allowed by Tenant without let or hindrance, and Landlord shall not be liable in damages for any such re-entry, or be guilty of trespass or forcible

entry. No act by Landlord hereunder shall terminate this Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate this Lease.

It is further agreed that Landlord, at any time after Tenant commits a default, may cure the default at Tenant's cost, and otherwise take such action with respect thereto as Landlord shall deem reasonably necessary and Landlord shall have no liability therefor. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, or if Landlord incurs any expense, including attorney's fees, in instituting proceedings, or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or expense paid by Landlord, with all interest, costs, and damages, shall be due immediately from Tenant to Landlord at the time the same is paid, and if not so immediately paid by Tenant, shall bear interest as hereinafter provided.

Any sums to be paid to Landlord under this Lease not paid when due shall bear interest at the rate of ten percent (10%) per annum from the date due until paid; provided, however, in no event shall any amount in excess of the maximum lawful rate of interest ever be charged or payable hereunder.

If Tenant tenders payment of any rent or charge or sum of money due or to be paid by Tenant hereunder in the form of a check which is subsequently returned for insufficient funds, Tenant shall be in default hereunder. In such event, Landlord may, in addition to all other rights and remedies of Landlord herein enumerated, may, without further notice to Tenant, require that future payments of any rent or charge or sum of money due be made in the form of cashier's or certified checks or cash. Additionally, Tenant shall be required to pay, within five (5) days of demand therefor, a returned check fee in the sum of twenty-five dollars (\$25.00) as additional rent for each such check returned for insufficient funds. Further, if Tenant is delinquent in the payment of any rent or charge or sum of money due or to be paid by Tenant hereunder for a period of more than ten (10) days from the due date of any such rent or charge or sum of money due, and such delinquency occurs more than two (2) times in any single twelve (12) month period during the term hereof, whether or not the same be timely cured, then Landlord may, in addition to any other rights and remedies of Landlord herein enumerated, without further notice to tenant, require that future payments of any rent or charge or sum of money due be made in the form of cashier's or certified checks or cash.

In addition to and without limiting the other remedies provided to Landlord herein, in the event that Tenant is in default of this Lease and the Lease is terminated by Landlord for cause the end of the Term or this Lease is otherwise cancelled or terminated prior to the end of the Term for any reason other than Landlord's default beyond all applicable notice and cure period, Tenant shall be obligated to reimburse Landlord for (a) the tenant improvement allowance received by Tenant at the commencement of the Term and (b) any and all free rent received by Tenant during the Term.

21.2 Default by Landlord. Landlord's failure to perform any of its obligations under this Lease, including but not limited to any failure to perform any repair or maintenance that materially interferes with Tenant's use of the Leased Premises, shall constitute a default by Landlord under the Lease if the failure continues for thirty (30) days after written notice of the

failure from Tenant to Landlord, provided Tenant is not in default at the time it delivers such notice to Landlord. If the required performance cannot be completed within thirty (30) days, Landlord's failure to perform shall constitute a default under the Lease unless Landlord undertakes to cure the failure within thirty (30) days and diligently and continuously attempts to complete this cure as soon as reasonably possible. See also Section 26.17. In the event of a default by Landlord, which is not cured within the applicable notice and time periods, Tenant may terminate the Lease for cause, abate rent with respect to the affected portion of the Leased Premises during the period commencing on the date upon which all applicable notice and cure periods have expired or, in its discretion, exercise any other tenant right or remedy under California law.

22. Surrender of Premises.

22.1 Surrender on Termination. Upon any termination of this Lease, whether by lapse of time, cancellation pursuant to an election provided for herein, forfeiture, or otherwise, Tenant shall surrender immediately possession of the Leased Premises and all buildings and improvements within which the same are located to Landlord in good order, condition and repair, reasonable wear and tear and damage from fire or other casualty or peril excepted.

22.2 Removal of Tenant's Property. At any time during the term of this Lease, and upon the termination of this Lease, Tenant, if Tenant is at such time not in default hereunder, shall have the right to remove from the Leased Premises all furniture, furnishings, signs, and equipment belonging to Tenant then installed or in place in, on or about the Leased Premises; provided, however, Tenant shall, and it covenants and agrees to, make all repairs to the Leased Premises required because of such removal. If any of such property shall remain on the Leased Premises after the end of the term hereof, such property shall be and become, at the option of Landlord, the property of Landlord without any claim therein of Tenant; provided that Landlord may direct Tenant to remove such property, in which case Tenant agrees to do so, and to reimburse Landlord for any expense of removal in the event Tenant shall fail to remove such property if and when directed.

22.3 Condition of Leased Premises. Upon termination of this Lease, Tenant shall surrender the Leased Premises in a neat and clean condition, and Tenant shall repair any holes or openings made by Tenant in the walls, roof, or floor of the building, remove any protuberance and perform any maintenance or repairs required of Tenant by this Lease. If directed to do so by Landlord, in Landlord's sole and absolute discretion, Tenant shall also remove any improvements, additions, or alterations made to the Leased Premises by Tenant even though such improvements by the terms of this Lease become a part of the Leased Premises.

22.4 Quitclaim Deed. If this lease or a memorandum thereof is recorded, upon termination of this Lease, Tenant shall execute a quitclaim deed, quitclaiming all of its right, title, and interest in and to the Leased Premises to Landlord.

22.5 Expiration of Term. This Lease shall terminate and shall become null and void without further notice upon the expiration of the term (or any extension thereof) herein

specified, and any holding over by Tenant after such expiration shall not constitute a renewal hereof or give Tenant any rights under this Lease. If Tenant shall hold over for any period after the expiration of said term, Landlord may, at its option, exercised by written notice to Tenant, treat Tenant as a tenant from month to month commencing on the first day following the expiration of this Lease, subject to the terms and conditions herein contained except that the Base Minimum Rent, which shall be payable in advance monthly, shall be (a) one hundred and twenty five percent (125%) of said Base Minimum Rent applicable at the date of expiration for the first three months of the holdover; (b) one hundred and fifty percent (150%) of said Base Minimum Rent applicable at the date of expiration for the second three months of the holdover and (c) two hundred percent (200%) of said Base Minimum Rent applicable at the date of expiration for every month thereafter. If Tenant fails to surrender the Leased Premises upon the expiration of this Lease, Tenant shall indemnify and hold Landlord harmless from all loss or liability, including without limitation, any claims made by any succeeding Tenant founded on or resulting from such failure to surrender.

23. Force Majeure.

Delay in performance of any obligation by any party under this Agreement (other than the payment of Rent by Tenant) shall be excused to the extent that the delay is occasioned by the other party, strikes, threats of strikes, blackouts, war, threats of war, bombing, insurrection, invasion, acts of God, calamities, civil commotions, violent action of the elements, snow, fire, action or regulations of any governmental authority, state, law or ordinances, impossibility of obtaining materials, or other matters or things, whether similar or dissimilar to the foregoing, beyond the reasonable control of the obligated party.

24. Rights Reserved by Landlord.

24.1 Easements. Landlord expressly reserves all rights in and with respect to the Leased Premises not inconsistent with Tenant's use thereof as in this Lease provided.

24.2 Inspection.

24.2.1 Inspection. Tenant agrees to permit Landlord or the authorized representatives of Landlord to enter the Leased Premises at all reasonable times during usual business hours for the purposes of (a) inspecting same, and (b) making such repairs or reconstruction required or permitted by Landlord, and (c) performing any work therein that may be necessary by reason of Tenant's default under the terms of this Lease, without prior written notice thereof to Tenant. Nothing herein shall imply any duty upon the part of Landlord to do any such work which, under the provisions of this Lease, Tenant may be required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. In the event Landlord makes any repairs or maintenance which Tenant has failed to do, the cost thereof shall be paid to Landlord with the next installment of Rent hereunder.

24.2.2 Entry. Landlord is hereby given the right during usual business hours to enter the Leased Premises and to exhibit the same for purposes of sale, lease, or

mortgage, and during the last six (6) months of the term of this Lease, to exhibit the same to any prospective tenant, and to post any signs on or about the Leased Premises regarding such sale, lease, or mortgage.

24.3 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provides.

25. Interest.

In addition to any late charges, fees, or other costs which Tenant may be obligated to pay pursuant to this Lease, Tenant shall be liable to Landlord for interest to accrue at the rate of ten percent (10%) per annum on any amount due Landlord pursuant to this Lease which is not paid within ten (10) days after the due date for any such payment. Interest shall continue to accrue in addition to any other late charges, fees, or other costs until the obligation has been satisfied in full.

26. Miscellaneous.

26.1 Loss and Damage. Landlord shall not be liable for any damage to property of Tenant or of others located on the Leased Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Except to the extent caused by the active negligence or intentional misconduct of Landlord, its agents, employees, contractors, invitees, or other associated persons, Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, snow, rain or leaks from any part of the Leased Premises or from the pipes, appliances, or plumbing works or from the roof, street, or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other Tenants or persons in the Leased Premises, occupants of adjacent property, of the Property, or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant. For the purposes of this Section, Latent Defect means any defect which is not known to Landlord, and which could not have reasonably been known to Landlord at the time of acquisition of the Property through the exercise of commercially reasonable due diligence.

26.2 Lease Binding on Successors. The terms, covenants, and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, and each of their heirs, personal representatives, successors and assigns, subject to the provisions of this Lease. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord as set forth in Section 9 hereof. No rights in any option(s) granted by Landlord shall inure to the benefit of any assignee of Tenant.

26.3 Attorney's Fees. In the event that legal proceedings are brought or commenced to enforce the terms of this Lease, or otherwise arise out of or pursuant to this Lease, the prevailing party shall be entitled to recover from the other party all costs and expenses of such proceedings, including reasonable attorney's fees, whether or not any proceedings are prosecuted to judgment.

26.4 Sale of Leased Premises. The term "Landlord" as used in this Lease shall mean the owner of Landlord's estate in and to the Leased Premises. If the Landlord's interest and estate in and to the Leased Premises is sold or assigned by Landlord, the selling Landlord shall be entirely freed, relieved, and discharged of all covenants, agreements, and obligations under this Lease, except those occurring prior to the date of such sale by Landlord, and attributable to Landlord's period of ownership of such interest and estate.

26.5 Corporate Resolutions. If a corporation executes this Lease as Tenant, Tenant shall, concurrently upon such execution of the Lease, furnish Landlord with certified corporate resolutions attesting to the authority of the officers so executing the Lease to execute the same on behalf of such corporation.

26.6 Notices. Any notice or demand required or permitted by law or by any of the provisions of this Lease shall be in writing. All notices or demands by Landlord to Tenant shall be deemed to have been properly given when served personally on the Tenant's administrative officer or legal counsel or when sent by registered or certified mail, postage prepaid, addressed to Tenant at the address set forth herein. All notices or demands by Tenant to Landlord shall be deemed to have been properly given if served personally on an executive officer or partner of Landlord, or when sent by registered or certified mail, postage prepaid, addressed to Landlord at the address set forth herein. Either party hereto may change the place to which notices are to be given by advising the other party in writing. If any notice or other document is sent by mail, postage prepaid, addressed to Landlord at the address set forth herein. Either party hereto may change the place to which notices are to be given by advising the other party in writing. If any notice or other document is sent by mail, as aforesaid, the same shall be deemed served or delivered seventy-two (72) hours after the mailing thereof provided there is regular service by mail, at the time of such mailing, between the place of mailing and the place to which such notice or other document is mailed. Notice may also be provided to either party by facsimile transmission during normal business hours, with transmission confirmation. If more than one Tenant is named under this Lease, service of any notice upon any one of said Tenants shall be deemed as service upon all of said Tenants.

TO LANDLORD: DOHENY V LLC
400 S. Beverly Drive, Suite 412
Beverly Hills, CA 90212

TO TENANT: COUNTY OF MONO
P.O. Box 2415
Mammoth Lakes, CA 93546

26.7 Section Headings. The headings or captions of sections in this Lease are for convenience and reference only, and they in no way define, limit, or describe the scope or intent of this Lease or the provisions of such sections.

26.8 Gender and Interpretation of Terms and Provisions. As used in this Lease and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include all genders. Landlord and Tenant as used in this Lease or in any other instrument referred to in or made a part of this Lease shall likewise include both the singular and the plural, a corporation, co-partnership, individual, or person acting in any fiduciary capacity as executor, administrator, trustee, or in any other representative capacity. All covenants herein contained on the part of Tenant shall be joint and several.

26.9 Time of Essence. Time is hereby expressly declared to be of the essence of this Lease and of each and every covenant, term, condition, and provision hereof.

26.10 Impartial Construction. The language in all parts of this Lease shall be in all cases construed as a whole according to its fair meaning and not strictly for nor against either Landlord or Tenant. The provisions of Civil Code §1654 shall not apply hereto.

26.11 Waiver. No waiver of any breach of the terms, covenants, agreements, restrictions, or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Lease, nor shall consent to any assignment or sublease be deemed to waive any requirement of consent of Landlord to any other assignment or sublease. The consent or approval of either party to or of any other matter requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent or similar act or matter.

26.12 Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is agreed, however, that anything contained in the preceding sentence to the contrary notwithstanding, in the event any court of competent jurisdiction makes a final adjudication to the effect that any portion of this Lease is invalid under the laws of the State within which the Leased Premises are located, or any other applicable law, then in that event, Landlord or Tenant shall have the right and option to terminate the entire Lease upon notice thereof to the other party.

26.13 Remainder of Premises. Tenant acknowledges and agrees that it shall have no right of control, regulation, approval, or disapproval with respect to the use or development of that portion of the premises which is not included within the Leased Premises. It is understood by Tenant that Landlord may not now or in the future own all of the premises in which the Leased Premises are located. Tenant agrees not to cancel its Lease, reduce, or abate its rents or pursue any other remedies under this Lease for any violation of this Lease occurring by virtue of any act or omission on or with respect to property not owned by Landlord.

26.14 Tenant's Acknowledgment of Condition of Leased Premises. Tenant agrees that its acceptance of the Leased Premises, as evidenced by Tenant's entry into possession thereof, shall constitute unqualified proof that the Leased Premises are, as of the date of the commencement of Tenant's occupancy thereof, in a tenantable and good condition. Notwithstanding anything contained in this Section to the contrary, in no event shall Landlord's obligations as set forth in Section 17.3 of this Lease be in any way minimized or reduced by the language set forth in this Section 26.14. In respect to any partial destruction which Landlord may repair under any of the provisions of this Lease, Tenant further waives any rights which may permit Tenant to terminate this Lease for so long as Landlord so repairs such destruction, except as provided in Section 19 of this Lease. Notwithstanding the foregoing or any other provision of this Lease, Landlord agrees that any and all animal odors related to a prior tenant's use of a portion of the New Space for an animal-boarding business must be eliminated by Landlord at its expense to Tenant's commercially reasonable satisfaction prior to possession and occupancy of said space by Tenant and continuing thereafter for the duration of the Lease as a warranty by Landlord to the extent that such odors reappear at any time during the Lease term (including any extensions thereof).

26.15 No Option to Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

26.16 Waiver of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE LESSER OF (A) THE INTEREST OF LANDLORD IN THE PROPERTY, OR (B) THE EQUITY INTEREST LANDLORD WOULD HAVE IN THE PROPERTY IF THE PROPERTY WERE ENCUMBERED BY THIRD PARTY DEBT IN AN AMOUNT EQUAL TO 80% OF THE VALUE OF THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND IN NO EVENT SHALL ANY PARTY TO THIS LEASE BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT.

26.17 Rights of Lenders. Notwithstanding anything to the contrary in this Lease, Landlord shall not be in default under any provision of this Lease unless written notice specifying such default is given to Landlord and to all mortgagees and/or trust deed holders of which Tenant, prior to such notice, has been notified in writing. Tenant agrees that any such mortgagee or trust deed holder shall have the right to cure such default on behalf of Landlord within thirty (30) calendar days after receipt of such notice, plus such additional time as is

reasonably necessary. Tenant further agrees not to invoke any of its remedies under law or this Lease until said thirty (30) days have elapsed, or during any period that such mortgagee or trust deedholder is proceeding to cure such default with due diligence, or is taking steps with due diligence to obtain the legal right to enter the Leased Premises or adjoining property to cure the default.

26.18 Brokers. Except for Highmark Advisors, Inc., Drew Hild and Matthew Lehman (who will be compensated by Landlord pursuant to a separate written agreement between them), each party represents to the other that no person, firm, corporation, or other entity is entitled to any brokerage commission or finder's fee on account of the execution, delivery, and consummation of this Lease. Tenant hereby agrees to indemnify Landlord and to hold Landlord free and harmless of and from any and all claims, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and costs of litigation arising from or relating to any brokerage commissions or finder's fees incurred by Tenant in connection with this Lease.

26.19 Agreement in Writing. It is understood that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none shall be used to interpret or construe this Lease. It is further agreed by and between the parties hereto that there shall be no modification or amendment of this Lease, except as may be executed in writing between the parties hereto. Landlord makes no warranty, representation, contract, agreement, or statement concerning the use, occupancy, or suitability of the Leased Premises for the use of the Leased Premises as set forth herein, or with respect to the condition of title with respect thereto, or the means, mode, or manner of construction of any buildings or improvements, or the adequacy or fitness thereof for any use or occupancy, or the accuracy or validity of any statement, representation, warranty, agreement, or document by any other person, party, or entity, unless expressly set forth herein as an agreement of Landlord.

26.20 Matters in Existence. Tenant agrees that this Lease is, and shall be, subject and subordinate to all matters in existence, of record and as now or hereafter modified or amended (provided that the rights of Tenant are not materially adversely affected by such modification or amendment), and further agrees to be bound by and not to violate or cause Landlord to be in violation of any of the provisions of such matters and the provisions contained herein or in any present or future modification or amendment thereof.

26.21 Law Governing. The terms and provisions of this Lease shall be interpreted and governed pursuant to the laws of the State of California.

26.22 Warranties of Tenant. Tenant warrants and represents to Landlord, for the express benefit of Landlord, that: (a) Tenant has undertaken a complete and independent evaluation of the risks inherent in the execution of this Lease and the operation of the Leased Premises for the use permitted hereby as set forth herein, and that, based upon said independent evaluation, Tenant has elected to enter into this Lease and hereby assumes all risks with respect thereto; (b) no oral or written inducement(s) to execute this Lease have been made to Tenant

unless expressly set forth herein in writing; (c) in entering into this Lease, Tenant relies upon no statement, fact, promise, or representation (whether express or implied, written or oral) not specifically set forth herein in writing; (d) any statement, fact, promise, or representation (whether express or implied, written or oral) made at any time whatsoever to Tenant, which is not expressly incorporated herein in writing, is, and shall forever be, waived and renounced by Tenant; and (e) any statement, fact, promise, or representation not expressly contained herein shall in no way bind Landlord, and Tenant hereby waives any right of rescission and all claims for damages by reason of any statement, fact, promise, or representation, if any, not contained in this Lease. The warranties and representations of Tenant herein shall be enforceable by way of specific performance or injunctive relief, in addition to any other remedy at law or equity. On the basis of the foregoing warranties and representations of Tenant, Landlord is willing to enter into this Lease. In the event any of such warranties or representations of Tenant herein contained shall be inaccurate or untrue, Landlord may, in addition to all other rights of Landlord at law or equity, terminate this Lease at any time thereafter upon written notice to Tenant.

26.23 Recordation of Lease. Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a short form memorandum of this Lease for recording purposes. Upon the termination of this Lease for any reason, including but not limited to surrender or cancellation, Tenant shall within three (3) days of the date of request by Landlord, convey to Landlord, by quitclaim deed any and all interests Tenant may have under this Lease.

26.24 Rules and Regulations. Tenant shall observe faithfully and comply strictly with the rules and regulations set forth in Exhibit "B" attached hereto and incorporated by this reference, receipt of a copy of which Tenant hereby acknowledges, and such other reasonable rules and regulations as Landlord may from time to time adopt. Landlord shall not be held liable to Tenant for any other tenant's noncompliance with Landlord's rules and regulations, or any other tenant's breach of covenant or condition in such tenant's lease, unless caused by the fault or negligence of Landlord. In the event of a conflict between this lease and any of the rules and regulations, the provisions of this Lease shall govern the resolution of such conflict.

26.25 Snow Removal. Landlord shall use reasonable efforts to keep the parking areas, access roads and driveways reasonably clear of snow and ice, always giving due consideration to the season and amount of snow so involved. Landlord shall not be held liable for any claims, liability, loss, cost, expense or damage whatsoever, including, but not by way of limitation, attorney's fees, as a result of Landlord's failure to keep the parking areas, access roads and driveways reasonably clear of snow and ice so long as Landlord complies with its obligations as set forth in this Section 26.25.

26.26 Hazardous Material. Tenant hereby represents, warrants and covenants that: Tenant's business operations in the Premises do not and will not involve the use, storage or generation of "Hazardous Material" (as defined below). Without Landlord's prior written consent (which consent may be withheld in Landlord's sole discretion), Tenant shall not cause or permit any Hazardous material to be brought upon, stored, manufactured, generated, blended, handled, recycled, disposed of, used or released on, in, under or about the Premises by Tenant or Tenant's employees, guests, or invitees, and Tenant shall keep, operate and maintain the

Premises in compliance with all, and shall not permit the Premises to be in violation of any federal (including, but not limited to, the Comprehensive Environmental Response Claim and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq), state or local environmental, health and/or safety related law currently existing and as amended, enacted, issued or adopted in the future which is applicable to the Premises (collectively, "Environmental Laws"). Tenant shall indemnify, protect, defend and hold Landlord, its partners, officers, employees, agents, lenders and each of their respective successors and assigns (collectively, the "Indemnified Parties") harmless from any and all claims, judgments, damages, penalties, enforcement actions, taxes, fines, remedial actions, liabilities, losses, costs and expenses (including, without limitation, reasonable attorney's fees, litigation, arbitration and administrative proceeding costs, expert and consultant fees and laboratory costs), which arise during or after the Term in whole or in part as a result of the presence or suspected presence of any Hazardous Material, in, on, under or about the Premises due to Tenant activities. Without limiting the foregoing, if any Hazardous Material is found in, on, under or about the Premises at any time during or after the Term, the presence of which was caused by Tenant, Tenant shall, at its sole cost and expense, promptly take all actions as are necessary to return the Premises to the condition existing prior to the introduction or release of such Hazardous Material in accordance with applicable Environmental Laws and Landlord's prior written approval, which approval shall not be unreasonably withheld. For purposes of this Lease, the term "Hazardous Material" means any chemical, substance, material, controlled substance, object, condition, waste or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs) and all of those chemicals, substances, materials, controlled substances, or become in the future listed, defined or regulated in any manner by any federal, state or local law based upon, directly or indirectly, such properties or effects.

27. Exhibits.

Any attached exhibits are expressly made a part hereof:

- Exhibit "A": Leased Premises
- Exhibit "B": Rules and Regulations
- Exhibit "C": Subordination Agreement
- Exhibit "D": Estoppel
- Exhibit "E": Tenant Improvement Allowance

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD: Doheny V LLC

By: 
Name: JERRY L. Preston
Title: MANAGER

TENANT: County of Mono

By: 
Name: Tom Farnetti
Title: Chair, Mono County Board of Supervisors

Exhibit "A"

Leased Premises

See attached.

Exhibit "B"

Rules and Regulations

1. Tenant shall not obstruct or interfere with the rights of other tenants of the Building, or of persons having business in the Building, or in any way injure or annoy tenants or persons.
2. Tenant shall not use the Building for any purposes other than those specified in the Lease. In no event shall Tenant use the Building or the Leased Premises for lodging, sleeping, cooking, or for any immoral or illegal purpose that will damage the Building, or reputation thereof.
3. Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent such activities.
4. Tenant shall not bring or keep within the Building any animal, bicycle or motorcycle.
5. Tenant shall not conduct mechanical or manufacturing operations, cook or prepare food, or place or use any inflammable, combustible, explosive or hazardous fluid, chemical device, substance or material in or about the Building without the prior written consent of Landlord. Tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements imposed by governmental or quasi-governmental authorities in connection with fire and panic safety and fire prevention and shall not commit any act, or permit any object to be brought or kept in the Building, which shall result in a change of the rating of the Building by the Insurance services Office or any similar person or entity or which shall increase the rate of fire insurance on the Building or on property located therein.
6. Tenant shall not use the Building for manufacturing or for the storage of goods, wares or merchandise, except as such storage may be incidental to the use of the Premises for general office purposes and except in such portions of the premises as may be specifically designated by Landlord for such storage.
7. Except as expressly permitted elsewhere in the Lease, Tenant shall not install or use in the Building any air conditioning unit, engine, boiler, generator, machinery, heating unit, stove, water cooler, ventilator, radiator or any other similar apparatus without the express prior written consent of Landlord, and then only as Landlord may direct.
8. Tenant shall not use in the building any machines, other than standard office machines such as typewriter, calculators, copying machines and similar machines, without the express prior written consent of Landlord. All office equipment and any other device of any electrical or mechanical nature shall be placed by Tenant in the premises in settings

approved by, Landlord so as to absorb or prevent any vibration, noise or annoyance. Tenant shall not cause improper noises, vibrations or odors within the Building.

9. Tenant shall move all freight, supplies, furniture, fixtures and other personal property into, within and out of the Building only at such times and through such entrances as may be designated by Landlord. Tenant shall not move or install such objects in or about the Building in such a fashion as to unreasonably obstruct the activities of other tenants, and all such moving shall be at sole expense, risk and responsibility of Tenant. Tenant shall not use in the delivery, receipt or other movement of freight, supplies, furniture, fixtures and other personal property to, from or within the Building, any hand trucks other than those equipped with rubber tires and side guards.
10. Tenant shall not place within the Building any safes, copying machines, computer equipment or other objects of unusual size or weight, nor shall Tenant place within the building any objects which exceed the floor weight specifications of the Building, without the express prior written consent of Landlord. The placement and positioning of all such objects within the building shall be prescribed by Landlord and such objects shall, in all cases, be placed upon plates or footings of such size as shall be prescribed by Landlord.
11. Tenant shall not deposit any trash, refuse of other substances of any kind within or out of the Building, except in the refuse containers provided therefore. Tenant shall exercise its best efforts to keep the sidewalks, entrances, courts, lobby areas, parking areas, stairways and public corridors in and about the Building (the "Common Areas") clean and free from rubbish.
12. Tenant shall use the Common Areas only as a means of ingress and egress, and Tenant shall permit no loitering by any persons upon the Common Areas or elsewhere within the building. The Common Areas and roof of the Building are not for the use of the general public, and Landlord shall in all cases retain the right to control or prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation or interests of the Building and its tenants. Tenant shall not enter the mechanical rooms, air conditioning rooms, janitorial closets, or similar areas or go upon the roof of the Building without the express prior written consent of Landlord.
13. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner act in violation of the rules and regulations of the Building.
14. Tenant shall not use the washrooms, restrooms, and plumbing fixtures of the Building, appurtenances thereto, for any purpose other than the purposes for which they were constructed, and Tenant shall not deposit any sweepings, rubbish, rags or other improper substances therein. Tenant shall not waste water by interfering or tampering with the faucets or otherwise. If Tenant or Tenant's servants, employees, contractors, jobbers,

agents, licensees, invitee, guests, or visitors cause any damage to such washrooms, restrooms, plumbing fixtures or appurtenances, such damage shall be repaired at Tenant's expense and, Landlord shall not be responsible therefore.

15. Tenant shall not mark, paint, drill into, cut, string wires within, or in anyway deface any part of the Building, without the express prior written consent of Landlord, and as Landlord may direct. Upon removal of any wall decorations or installations or floor coverings by Tenant, any damage shall be repaired by Tenant at Tenant's sole cost and expense. This paragraph shall apply to all work performed in the Building, including without limitation installations of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other portion of the Building. All installations, alterations and additions shall be constructed by Tenant in a good and workmanlike manner and only good grades of material shall be used in connection therewith. The means by which telephone, telegraph and similar wires are to be introduced to the Premises and the location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the express prior written approval of Landlord. Tenant shall not lay linoleum or similar floor coverings so that the same shall come into direct contact with the floor of the Premises. The use of cement or other similar adhesive is expressly prohibited.
16. No signs, awnings, showcases, advertising devices or other projections or obstructions shall be attached to the outside walls of the Building or attached or placed upon any Common Areas without the express prior written consent of Landlord. No window shades, blinds, drapes or other window coverings shall be installed in the Building without the express prior written consent of Landlord. No sign, picture, advertisement, window display or other public display or notice shall be inscribed, exhibited, painted or affixed by Tenant upon or within any part of the Premises in such a fashion as to be seen from the outside of the Premises or the Building without the express prior written consent of Landlord. In the event of the violation of any of the foregoing by Tenant, Landlord may remove the articles constituting the violation without any liability and Tenant shall reimburse Landlord for the expense incurred in such removal upon demand as additional rent under the Lease. Signs on doors shall be subject to the express prior written approval of Landlord and shall be inscribed, painted or affixed by Tenant at the expense of Tenant.
17. Tenant shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system of the Building by closing drapes and other window coverings when the sun's rays fall upon the windows of the premises. Tenant shall not obstruct, alter or in any way impair the efficient operation of Landlord's heating, ventilating, air conditioning, electrical, fire, safety or lighting systems, nor shall Tenant tamper with or change the setting of any thermostat or temperature control valves in the Building.
18. Subject to applicable fire or other safety regulations, all doors opening onto Common Areas shall be kept closed and during non-business hours, locked, except when in use for

ingress or egress. If Tenant uses the Premises after regular business hours or on non-business days, Tenant shall lock any entrance doors to the Building or the Premises used by Tenant immediately after using such doors.

19. All keys to the exterior doors of the Premises shall be obtained by Tenant from Landlord, and Tenant shall pay to Landlord a reasonable deposit determined by Landlord from time to time for such keys. Tenant shall not make additional copies of such keys. Tenant shall not install additional locks or bolts of any kind upon any of the doors or windows of, or within, the Building nor shall Tenant make any changes in existing locks or the mechanisms thereof. Tenant shall, upon the termination of its tenancy, provide Landlord with the combinations to all combination locks on safes, safe cabinets and vaults and deliver to Landlord all keys to the Building, the Premises and interior doors, cabinets, and other key controlled mechanisms therein, whether or not such keys were furnished to Tenant by Landlord. In the event of the loss of any key furnished to Tenant by Landlord, Tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such a change.
20. Intentionally omitted.
21. Tenant and its employees and invitee shall not use the parking areas for anything but parking motor vehicles. Landlord can impose limitations in all or parts of the parking area as to the length of time for parking use, subject to any terms contained in the Lease to the contrary.
22. No employees of Tenant shall use any area for motor vehicle parking except the area specifically designated for employee parking in writing by Landlord.
23. For purposes hereof; the terms "Landlord," "Tenant" "Building" and "Premises" are defined as those terms in the Lease to which these Rules and Regulations are attached. Whenever Tenant obligated under these Rules and Regulations to do or refrain from doing an act or thing, such obligation shall include the exercise of Tenant of its best efforts to secure compliance with such obligation by the servants, employees, contractors, jobbers, agents, invitee, licensees, guests and visitors of Tenant. The term "Building" shall include the Premises, and all obligations of Tenant hereunder with regard to the Building shall apply with equal force to the Premises and to other parts of the Building.

Exhibit "C"

Subordination Agreement

See attached on next page.

**This document was prepared by,
and after recording, return to:**

C. Olivia Keating, Esq.
LaSalle Bank Corporation
135 South La Salle Street, Suite 925
Chicago, IL 60603

Permanent Tax Index Number:

35-200-19

Property Address:

452 Old Mammoth Road
Mammoth Lakes, CA 93546

This space reserved for Recorders use only.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** dated as of _____, 2006 (the "Agreement"), is executed by and among **DOHENY V LLC**, a limited liability company, together with its tenants-in-common of record (collectively, the "Landlord"), _____, a[n] _____ [**individual/corporation / limited partnership / liability company**] (the "Tenant"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association (the "Lender").

RECITALS:

A. The Lender is the mortgagee under that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of even date herewith, to be recorded concurrently herewith (the "Mortgage"), which Mortgage encumbers the Real Estate (as hereinafter defined) and secures a principal indebtedness in the amount of _____ and 00/100 Dollars (\$ _____).

B. The Tenant has entered into that certain lease agreement dated _____, 200__ with the Landlord (or the Landlord's predecessor-in-interest) (the "Lease Agreement", the Lease Agreement, together with all amendments and modifications thereof, being collectively referred to herein as the "Lease"), pursuant to which the Tenant has leased certain premises (the "Leased Premises") consisting of approximately _____ rentable square feet of space in the building ("Building") on the parcel of land (the "Land"; the Land and Building being collectively referred to herein as the "Real Estate") legally described on Exhibit "1" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

AGREEMENTS:

1. The Tenant represents and warrants to the Lender that the Lease constitutes the entire agreement between the Tenant and the Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of the Tenant with respect to the Leased Premises.
2. The Tenant has executed and delivered to the Lender that certain Tenant Estoppel Certificate dated on or about the date hereof (the "Estoppel Certificate"). The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and the Tenant acknowledges that the Lender will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.
3. The Tenant covenants with the Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, the Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to the Lender's right, title and interest in and to such proceeds and awards.
4. The Tenant acknowledges that the Landlord has collaterally assigned to the Lender any and all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, the Tenant agrees that, upon receipt by the Tenant of a notice from the Lender of the occurrence of a default by the Landlord under such assignment and a demand by the Lender for direct payment to the Lender of the rents due under the Lease, the Tenant will honor such demand and make all subsequent rent payments directly to the Lender. The Landlord hereby agrees that any rents, fees or other amounts paid by the Tenant to or as directed by the Lender pursuant to this section shall be deemed to have been duly and validly paid by the Tenant under the Lease, and any such amounts shall be credited against the Tenant's obligations under the Lease as if the same were paid directly to the Landlord. The Landlord further agrees that the Tenant shall have no obligation to determine whether the Landlord is in default under such assignment, and the Tenant may rely on such notice and direction from the Lender without any duty to investigate. The Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to the Landlord and the Lender.
5. The Lender agrees that so long as the Tenant is not in default under the Lease:

(a) The Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless the Tenant is a necessary party under applicable law); and

(b) The possession by the Tenant of the Leased Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.

6. Prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Lender with a notice of the Landlord's Default specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which the Tenant will elect under the terms of the Lease or otherwise, and (b) allow the Lender not less than thirty (30) days following receipt of notice of the Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, the Tenant shall give the Lender such additional time as the Lender may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as the Lender is diligently pursuing a cure. The Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless the Lender fails to cure same within the time period specified above. For purposes of this Section 6, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without the Landlord having effectuated a cure thereof.

7. If the Lender or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between the Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subsection (b) below), and in such event:

(a) The Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term), and the Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time the Lender exercises its remedies then the Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to the Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including the Landlord);

(ii) subject to any offsets or defenses which the Tenant has against any prior landlord (including the Landlord) unless the Tenant shall have provided the Lender with (A) notice of the Landlord's Default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 6 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current month to any prior landlord (including the Landlord);

(iv) liable to refund or otherwise account to the Tenant for any security or other deposits not actually paid over to such new owner by the Landlord;

(v) bound by any amendment or modification of the Lease made without the Lender's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including the Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.

7. Notwithstanding the foregoing, the new owner will be required to cure all on-going, non-monetary defaults existing at the time it becomes the new owner of the Building pursuant to the terms and conditions of the Lease. Additionally, notwithstanding any provision of the Lease or this Agreement to the contrary, Lender and Landlord acknowledge and agree that, the prior landlord (including, if applicable, the Landlord) shall be liable for any and all defaults of the prior landlord arising prior to the date the new owner becomes owner of the Property.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) by overnight express carrier, addressed in each case as follows:

To the Lender	LaSalle Bank National Association 135 South LaSalle Street, Suite 1225 Chicago, IL 60603 Attention: Commercial Real Estate Division
With a copy to:	LaSalle Bank National Association 135 South LaSalle Street, Suite 925 Chicago, IL 60603 Attention: Gary Fordyce, Esq.
To the Landlord:	Doheny Enterprises, LLC 400 S. Beverly Drive, Suite 412 Beverly Hills, CA 90212 Attention: Property Management
With a copy to:	Doheny Enterprises, LLC 400 S. Beverly Drive, Suite 412 Beverly Hills, CA 90212 Attention: Kristina E. Raspe, Esq.
To the Tenant:	County Administrative Officer P.O. Box 2415 Mammoth Lakes, CA 93546
With a copy to:	County Counsel P.O. Box 2415 Mammoth Lakes CA 93546

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. The Tenant acknowledges and agrees that the Lender will be relying on the representations, warranties, covenants and agreements of the Tenant contained herein and that any default by the Tenant hereunder shall permit the Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against the Tenant and to join the Tenant in a foreclosure action thereby terminating the Tenant's right, title and interest in and to the Leased Premises. Waiting to hear from Lender.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of the Lender, all of whom are

entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of California.

11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.

LANDLORD:

Doheny V LLC, a California limited liability company

By: _____
Name: _____
Title: _____

TENANT:

County of Mono, a political subdivision of the State of California

By: _____
Name: _____
Title: _____

LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Title: _____

EXHIBIT "1"
LEGAL DESCRIPTION OF REAL ESTATE

LOT 2 OF TRACT 36-117, IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9, PAGES 31 AND 31B OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PROPERTY ADDRESS OF REAL ESTATE:

452 Old Mammoth Road
Mammoth Lakes, CA 93546

PERMANENT TAX IDENTIFICATION NUMBER:

35-200-19

Exhibit "D"

TENANT ESTOPPEL CERTIFICATE

To: LaSalle Bank National Association
135 South La Salle Street
Suite 1225
Chicago, IL 60603
Attention: Commercial Real Estate Division

Re: Lease Dated: _____ (the "Lease")
Tenant: County of Mono (the "Tenant")
Landlord: Doheny V LLC (the "Landlord")
Common Address of Building:
452 Old Mammoth Road, Mammoth Lakes, CA (the "Building")
Leased Premises within the Building: _____ (the "Premises")

The Tenant acknowledges that (a) LaSalle Bank National Association, a national banking association (the "Lender") has agreed, subject to the satisfaction of certain terms and conditions, to make a loan (the "Loan") to Doheny Enterprises LLC, a California limited liability company or an entity formed by Doheny Enterprises LLC, the successor in interest to the Landlord, secured by a mortgage lien on the Landlord's interest in the Building and the land on which the Building is located, and (b) the Lender is requiring this Certificate as a condition to its making the Loan. Accordingly, the Tenant hereby certifies and confirms to the Lender and acknowledges and agrees as follows:

1. The Tenant is in full and complete possession of the Premises demised under the Lease, such possession having been delivered by the Landlord pursuant to the Lease and having been accepted by the Tenant.

2. The improvements to the Premises that the Landlord is required to furnish under the Lease have been completed in all respects to the satisfaction of the Tenant, and the Premises are open for the use of the Tenant, its customers, employees and invitees. All contributions required to be paid by the Landlord to the Tenant in connection with improvements to the Premises have been paid in full.

3. All duties or obligations of the Landlord required under the Lease which were an inducement to the Tenant to enter into the Lease have been fully performed.

4. The Lease is in full force and effect. No default exists on the part of the Landlord or the Tenant under the Lease, nor does any circumstance currently exist that, but for the giving of notice or the passage of time, or both, would be such a default. The Lease constitutes the entire rental agreement between the Landlord and the Tenant with respect to the Premises and has not been amended, modified or supplemented, except as attached hereto, and has not been superseded. There are no oral agreements between the Landlord and the Tenant with respect to the Premises. A true and correct copy of the Lease (including all amendments thereto) is

attached to this Certificate as Exhibit "A", and the Tenant agrees not to amend or modify the Lease without the prior written consent of the Lender.

5. No rents under the Lease have been prepaid, except the current month's rent. The Tenant agrees that it shall not prepay any rents under the Lease more than one month from the date when such rents are due. The Tenant does not now have or hold any claim or defense against the Landlord which might be set off or credited against future accruing rents or which might otherwise excuse the Tenant's performance under the Lease.

6. The Tenant has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease or of the rents secured therein.

7. The Tenant does not have any outstanding options or rights of first refusal to purchase the Premises, or any part thereof, or to purchase or lease any other part of the Building, except (state none, if applicable): None.

8. No actions, whether voluntary or involuntary, are pending against the Tenant or any guarantor of the Lease under any bankruptcy, insolvency or similar laws of the United States or any state thereof.

9. The term of the Lease commenced on _____, 200__ and ends on _____, 20 __, subject to options to renew, if any, set forth in the Lease.

10. The current monthly base rental payable by Tenant under the Lease is \$_____. Percentage rent is not payable, as provided in the Lease. The current estimated monthly payments made by the Tenant under the Lease in respect of common area maintenance costs and real estate taxes are \$_____ and \$_____, respectively.

11. The security deposit under the Lease is currently \$_____.

12. So long as the Loan is outstanding, the Tenant shall pay any termination fees payable for the early termination of the Lease to the Landlord and the Lender jointly.

13. The Lender will rely on the representations and agreements made by the Tenant herein in connection with the Lender's agreement to make the Loan and the Tenant agrees that the Lender may so rely on such representations and agreements.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of _____, 200 ____.

TENANT, County of Mono, a political subdivision of the State of California

By: _____
Name: _____
Title: _____

EXHIBIT "1"

COPY OF LEASE

[TO BE ATTACHED BY TENANT]

Exhibit "E"

Tenant Improvement Allowance

1. Tenant, following the delivery of the Leased Premises by Landlord and the full and final execution and delivery of the Lease to which this Exhibit is attached, shall have the right to perform alterations and improvements in the Leased Premises (the "Initial Alterations").
2. Prior to starting work, Tenant shall furnish Landlord with plans and specifications; names of contractors; required permits and approvals; and evidence of contractor's and subcontractor's insurance in commercially reasonable amounts and naming Landlord as an additional insured. Changes to the plans and specifications must also be submitted to Landlord for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a commercially reasonable quality, in compliance with all Laws and all terms and conditions of the Lease. Upon completion, Tenant shall furnish "as-built" plans, completion affidavits and full and final waivers of lien. Landlord's approval of an Alteration shall not be deemed a representation by Landlord that the Alteration complies with Law.
3. Tenant shall be responsible for all elements of the design of Tenant's plans (including, without limitation, compliance with Law, functionality of design, the structural integrity of the design, the configuration of the Leased Premises and the placement of Tenant's furniture, appliances and equipment), and Landlord's approval of Tenant's plans shall in no event relieve Tenant of the responsibility for such design. Landlord acknowledges and agrees that Tenant is a government agency and is required by applicable state law and regulations to engage in formal or informal bidding to select contractors; or, in some instances, Tenant may have the right to avoid or reject such bidding and perform work with its own forces. Any Contractor utilized by Tenant shall: (i) maintain insurance as required by Landlord, in its commercially reasonable discretion, (ii) have the ability to be bonded for the work in an amount of no less than 150% of the total estimated cost of the Initial Alterations, (iii) provide current financial statements, (iv) be licensed as a contractor in the state/municipality in which the Leased Premises is located, and (v) meet any other reasonable objective criteria specified by Landlord, to the extent Tenant is permitted by applicable bidding laws to include such criteria in its bid documents. Landlord acknowledges and agrees that Tenant may or may not require the services of an architect. Tenant shall comply with any such applicable laws and procedures. In the event that Tenant utilizes its own forces to complete the work, then any provisions of this Exhibit referring to contractors or architects shall instead be construed as referring to the Tenant (e.g., payment to contractors shall instead mean payment to Tenant).
4. Provided Tenant is not in Default, Landlord agrees to contribute the sum of \$400,000.00 (the "Allowance") toward the cost of performing the Initial Alterations in preparation of Tenant's occupancy of the Leased Premises. The Allowance may be used for any costs in connection with the Initial Alterations and also any purchase of furniture, decorations, fixtures, or any other personal property or expense related to Tenant's use of the Leased Premises. Tenant shall provide Landlord with the space plan and layout for the Leased Premises upon their completion. The Allowance, less a 10% retainage (which retainage shall be payable as part of the final draw), shall

be paid to Tenant's General Contractor (or to Tenant if Tenant utilizes its own forces) upon approval from Tenant in periodic disbursements within 30 days after receipt of the following documentation (if applicable): (i) an application for payment and sworn statement of contractor substantially in the form of AIA Document G-702 covering all work for which disbursement is to be made to a date specified therein; (ii) a certification from an AIA architect substantially in the form of the Architect's Certificate for Payment which is located on AIA Document G702, Application and Certificate of Payment; (iii) Contractor's, subcontractor's and material supplier's waivers of liens which shall cover all Initial Alterations for which disbursement is being requested and all other statements and forms required for compliance with the mechanics' lien laws of the state in which the Leased Premises is located, together with all such invoices, contracts, or other supporting data as Landlord or Landlord's mortgagee may reasonably require; (iv) a cost breakdown for each trade or subcontractor performing the Initial Alterations; (v) plans and specifications for the Initial Alterations, together with a certificate from an AIA architect that such plans and specifications comply in all material respects with all laws affecting the Building, Property and Leased Premises; (vi) copies of all construction contracts for the Initial Alterations, together with copies of all change orders, if any; and (vii) a request to disburse from Tenant containing an approval by Tenant of the work done and a good faith estimate of the cost to complete the Initial Alterations.

5. Upon completion of the Initial Alterations, and prior to final disbursement of the Allowance, Tenant shall furnish Landlord with (if applicable): (1) general contractor and architect's completion affidavits, (2) full and final waivers of lien, (3) detailed invoices covering all labor and materials expended and used, (4) as-built plans of the Initial Alterations, and (5) the certification of Tenant and its architect that the Initial Alterations have been installed in a good and workmanlike manner in accordance with the approved plans, and in accordance with applicable Laws, codes and ordinances. In no event shall Landlord be required to disburse the Allowance more than one time per month. If the Initial Alterations exceed the Allowance, Tenant shall be entitled to the Allowance in accordance with the terms hereof, but each individual disbursement of the Allowance shall be disbursed in the proportion that the Allowance bears to the total cost for the Initial Alterations, less the 10% retainage referenced above. Notwithstanding anything herein to the contrary, Landlord shall not be obligated to disburse any portion of the Allowance during the continuance of an uncured Default under the Lease, and Landlord's obligation to disburse shall only resume when and if such Default is cured.

6. Any portion of the Allowance which exceeds the cost of the Initial Alterations or is otherwise remaining after January 1, 2008, ("Unused Allowance") shall be credited against Tenant's Rent. Tenant shall be responsible for all applicable state sales or use taxes, if any, payable in connection with the Initial Alterations and/or Allowance.

7. Except as may be otherwise set forth in the Lease to which this Exhibit is attached, Tenant agrees to accept the Leased Premises in its "as-is" condition and configuration, it being agreed that Landlord shall not be required to perform any work or, except as provided above with respect to the Allowance, incur any costs in connection with the construction or demolition of any improvements in the Leased Premises.

8. This Exhibit shall not be deemed applicable to any additional space added to the Leased Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Leased Premises or any additions to the Leased Premises in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.

FIRST AMENDMENT OF LEASE AGREEMENT

THIS FIRST AMENDMENT OF LEASE AGREEMENT (the "First Amendment"), is made this 26 day of June 2007 by and between DOHENY V LLC, a California limited liability company (hereinafter referred to as "Landlord"), and the COUNTY OF MONO, a political subdivision of the State of California (hereinafter referred to as "Tenant"), at the Town of Mammoth Lakes, County of Mono, State of California, with regards to the following recitals:

A. Landlord and Tenant entered into a written lease dated August 1, 2006 (the "Lease") pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, space within a commercial shopping center commonly known as The Sierra Center, located at 452 Old Mammoth Road, Mammoth Lakes, Mono County, California (the "Property") initially described as approximately 20,695 useable square feet (the "Initial Square Footage") on the second and third floor in the building located within the Property (collectively, the "Leased Premises").

B. Pursuant to Section 1.1 of said Lease, Woodward Architecture (the "Architect") has completed a revised measurement of Tenant's Leased Premises square footage (the "Revised Square Footage") and floor plan showing the same.

C. Landlord and Tenant desire to replace the Initial Square Footage as stated in the Lease with the Revised Square Footage for purposes of prospectively calculating Base Minimum Rent and Common Area Expenses to be paid by Tenant to Landlord.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant agree as follows:

1. Revised Square Footage. The Revised Square Footage of the Leased Premises, as calculated by the Architect and more specifically defined in Exhibit "A", shall equal 20,719 square feet.

2. Amendment.

2.1 Section 1.1. Section 1.1 of the Lease shall be deleted in its entirety and replaced with the following:

"Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, an amount of square footage totaling 20,719 square feet of space (the "Leased Premises") on the second and third floor of the commercial shopping center commonly known as The Sierra Center (the "Building") located on the property commonly referred to as 452 Old Mammoth Road, Mammoth Lakes, Mono County, California (the "Property"). Said square footage and floor plan showing the same shall be attached to this Lease as Exhibit "A" and incorporated herein by this reference. The square footage and floor plan as set forth in Exhibit "A" shall be final and binding on the parties and shall apply for all purposes within this Agreement, commencing on July 1, 2007, including but not limited to determination of Base Minimum Rent, description of the Leased Premises, and Tenant's proportionate share of any Common Area Expenses. With respect to said

Leased Premises, approximately 14, 946 square feet were leased and occupied by Tenant prior to August 1, 2006, (the "Existing Space") and the remaining square footage, approximately 5,773 square feet, corresponding to Suites 208 and 306, is new leased space (the "New Space"). As of August 1, 2006, this Agreement shall prospectively supersede any and all other lease agreements existing between Tenant and Landlord."

2.2 Exhibit "A". Exhibit "A" of the Lease shall be deleted in its entirety and replaced with the square footage and floor plans as set forth in Exhibit "A" of this First Amendment.

3. Defined Terms. All capitalized terms not defined in this First Amendment shall have the meaning they are given in the Lease.

4. Full Force and Effect. Except as herein provided, the Lease and all of its terms, covenants and conditions shall remain in full force and effect.

5. Representations of the Parties. Each party represents to the other that it has not made any assignment, sublease, transfer, conveyance or other disposition of the Lease, or any interest in the Lease, or any claim, demand, obligation, liability, action, or cause of action arising from the Lease.

6. Miscellaneous.

6.1 Voluntary Agreement. The parties have read this First Amendment and on advice of counsel they have freely and voluntarily entered into said First Amendment.

6.2 Successors. This First Amendment shall be binding on and inure to the benefit of the parties and their successors.

6.3 Entire Agreement. This First Amendment contains the entire agreement of the parties with respect to the matters which are the subject of this First Amendment and supersedes all prior and contemporaneous written or oral agreements, statements, understandings, terms, conditions, representations and warranties made by Landlord or Tenant concerning the matters which are the subject of this First Amendment.

6.4 Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

7. Exhibits. Any attached exhibits are expressly made a part hereof:

Exhibit "A": Revised Square Footage and Floor Plan.

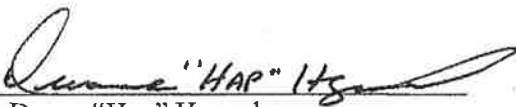
[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

LANDLORD: DOHENY V LLC,
a California limited liability company


By: Jerry L. Preston
Its: Managing Member

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


By: Duane "Hap" Hazard
Its: Chair, Mono County Board of Supervisors

APPROVED AS TO FORM:


Mono County Counsel Office

Dated: 6/28/07

Exhibit "A"

Revised Square Footage and Floor Plan.

<u>Unit Number</u>	<u>(Old Unit Number)</u>	<u>Square Footage</u>
208	2P	2,513 sq ft
211	2R1	919 sq ft
301	3J1	1,564 sq ft
302	3K	413 sq ft
303	--	3,924 sq ft
304	3MNQ	740 sq ft
305	--	1,346 sq ft
306	3O	3,260 sq ft
307	3R1	135 sq ft
308	3R	1,158 sq ft
310	--	1,274 sq ft
311	3L	1,545 sq ft
314	3C1	591 sq ft
319	3DEFG	1,129 sq ft
320	320	208 sq ft
	<i>TOTAL SQ FT</i>	20,719 sq ft

SECOND AMENDMENT OF LEASE AGREEMENT
Addition of Suite 207 to Mono County Lease

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT ENTERED INTO BY AND BETWEEN THE PARTIES ON AUGUST 1, 2006, (the "Second Amendment"), is made this ___ day of April, 2015 by and between 452 OM RD, LLC and Highmark Mammoth Investments, LLC, as Tenants in Common DBA "Old Mammoth Highmark Associates" (hereinafter referred to as "Landlord"), and the COUNTY OF MONO, a political subdivision of the State of California (hereinafter referred to as "Tenant"), at the Town of Mammoth Lakes, County of Mono, State of California, with regards to the following recitals:

A. Landlord and Tenant entered into a written Lease dated August 1, 2006 (the "Lease") and a First Amendment to that Lease dated June 26, 2007 (the "First Amendment") pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, space within a commercial shopping center commonly known as The Sierra Center Mall, located at 452 Old Mammoth Road, Mammoth Lakes, Mono County, California (the "Property"). The Lease and First Amendment are collectively referred to herein as the "Lease."

B. Landlord and Tenant desire to amend the Lease for the purpose of adding 926 additional square feet located on the second floor of the Property and known as Suite 207 ("Suite 207"), to the Leased Premises.

C. Landlord and Tenant additionally desire to amend the Revised Square Footage as stated in the Lease by adding Suite 207's useable square footage to that Revised Square Footage for the purposes of calculation of Tenant's "Proportionate Share" of Common Area Expenses to be paid by Tenant to Landlord.

D. Landlord and Tenant agree that the portion of the Base Minimum Rental, which shall be allocated for Suite 207, shall be calculated as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant mutually agree as follows:

1. Revised Square Footage. The Revised Square Footage of the Leased Premises, as described in the Lease shall be further amended by this Second Amendment to provide for the addition of 926 square feet located on the second floor of the Sierra Center Mall and known as Suite 207. This square footage shall be used to calculate Tenant's Proportionate Share as defined in section 3.4 of the Lease for payment of Common Area Expenses.

2. Amendment.

2.1 Additional Leased Premises. The following is added after the existing language of Section 1.1 of the Lease:

“In addition to the foregoing 20,917 square feet of space, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, 926 square feet located on the second floor of the Sierra Center Mall and known as Suite 207. Suite 207 is more specifically described in Exhibit “A1,” which is attached hereto and incorporated by this reference. Accordingly, the total square footage shall be increased from 20,719 square feet to 21,645 square feet in order to reflect the addition of 926 square feet of Suite 207.

2.2 Commencement and Term. The following is added to the Lease after existing section 2.2:

“2.2.1 Suite 207. The Term for Suite 207 shall commence upon delivery by Landlord of Suite 207 in a condition acceptable to Tenant and usable as office space for Tenant’s intended purposes. To be acceptable and usable for Tenant’s intended purposes, Suite 207 must provide at a minimum professionally constructed offices and work areas as described in the attached plan, and be accepted by Tenant in writing. Finish work shall be consistent with the design of Suite 208 with respect to the paint color, carpet color and the door and baseboard trim. Landlord will deliver Suite 207 to Tenant in an acceptable and usable condition as soon as reasonably practicable. In the event that Landlord suffers any losses or damages of any type or kind, arising out any action brought by a third party with respect to this Second Amendment on the grounds that the Second Amendment, the manner of its execution, or any action taken by Landlord pursuant hereto, has violated the statutory rights of third parties, then Landlord shall not seek indemnity or recompense for such losses or damages from Tenant. The Termination of the Lease Term for Suite 207 shall be coterminous with the expiration of this Lease, including any extensions hereto that include Suite 207.”

2.3 Additional Base Rent. The following is added as a new paragraph at the end of section 3.1 of the Lease:

“The Base Minimum Rent for Suite 207 shall be \$2,974.35 per month. Payment shall commence upon delivery of Suite 207 to Tenant as set forth in section 2.2.1. The Base Minimum Rent shall increase once each year that the Lease is in effect, at the same time that the Base Minimum Rent for the remaining Leased Premises increases, as follows: the first increase shall be to \$2996.57 per month; the second increase shall be to \$3,019.13 per month; the third increase shall be to \$3,042.03 per month; and the fourth increase shall be to \$3065.27 per month. The provisions of section 3.2 of the Lease shall not apply to Suite 207.”

2.4 Exhibit “A1”. Exhibit “A1” is hereby added to the Lease following Exhibit “A”. Exhibit “A1” shall supplement Exhibit “A” for the purpose of depicting the additional premises leased pursuant to this Second Amendment, and shall not supersede or replace Exhibit “A”.

3. Defined Terms. All capitalized terms not defined in this Second Amendment shall have the meaning they are given in the Lease.

4. Full Force and Effect. Except as herein provided, the Lease (including the First Amendment thereto) and all of its terms, covenants and conditions shall remain in full force and effect.

5. Representations of the Parties. Each party represents to the other that it has not made any assignment, sublease, transfer, conveyance or other disposition of the Lease, or any interest in the Lease, or any claim, demand, obligation, liability, action, or cause of action arising from the Lease.

6. Miscellaneous.

6.1. Voluntary Agreement. The parties have read this Second Amendment and on advice of counsel they have freely and voluntarily entered into said Second Amendment.

6.2. Successors. This Second Amendment shall be binding on and inure to the benefit of the parties and their successors.

6.3. Entire Agreement. This Second Amendment contains the entire agreement of the parties with respect to the matters which are the subject of this Second Amendment and supersedes all prior and contemporaneous written or oral agreements, statements, understandings, terms, conditions, representations and warranties made by Landlord or Tenant concerning the matters which are the subject of this Second Amendment.

6.4. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD: 452 OM RD, LLC

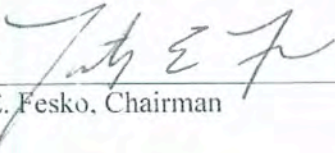
By: _____
Paul Rudder, its Manager

HIGHMARK MAMMOTH INVESTMENTS, LLC

By:  _____

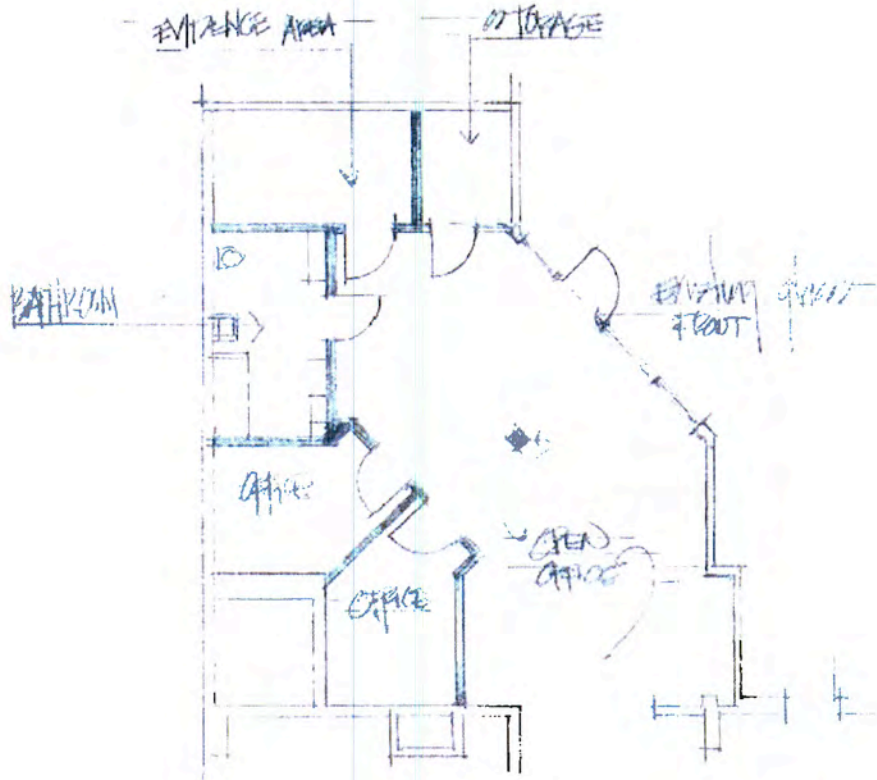
Drew Hild, its Manager

TENANT: THE COUNTY OF MONO

By: 

Timothy E. Fesko, Chairman

Exhibit A1



PROPOSED SLITE #107
3.70.1005



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Agricultural Commissioner's Office
Department Update September 2018

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

September 2018 department update from the Counties of Inyo and Mono Agricultural Commissioner's Office.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Sept 2018 Update

History

Time	Who	Approval
9/5/2018 8:24 PM	County Administrative Office	Yes
9/4/2018 9:12 AM	County Counsel	Yes
8/30/2018 2:47 PM	Finance	Yes



DEPARTMENT REPORT

September 2018

Agriculture

Several recent news stories have been published regarding industrial hemp production by “established agricultural research institutions” throughout California. One of the more [prominent stories](#) featured a cultivation site discovered on former California Lieutenant Governor Abel Maldonado’s ranch in San Luis Obispo County.

California is currently establishing a registration program that will operate out of local Agricultural Commissioner Offices to allow cultivation of industrial hemp. This program is expected to become functional on January 1, 2019. Until that time, many cultivators are attempting to use the loophole in California code that allows hemp grown for research to circumvent local regulatory programs for cannabis. This same section of code also allows cultivation of hemp with THC levels exceeding the .3% maximum amount allowed for industrial hemp which would be considered cannabis in any other circumstance pursuant to the Health and Safety Code.

LADWP has announced that it will conduct an environmental impact report (EIR) for the proposed Mono County lease renewals. Comments regarding the scope and content of the EIR will be accepted until 5:00 p.m. on October 16, 2018.

Weights and Measures

Weights and measures staff have been working diligently to certify propane meters throughout the two counties this last month. These meters range from those at locations where you can fill small 5 gallon tanks to truck mounted meters that fill larger stationary tanks. County quantity control programs also check prefilled 5 gallon tanks from time to time, and check the scales that are used while filling these tanks. Propane submeters, such as those found in trailer parks, can also be tested by our lab when new meters are installed or when consumer complaints are filed.

We are just beginning inspections of livestock scales to verify accuracy. These inspections are conducted in the late summer and fall to coincide with when ranches ship cattle after sale. These inspections will continue until early November.



Mosquito Abatement

Mosquito abatement personnel will be at the Tri-County Fairgrounds during the fair this year answering questions and helping kids feed the mosquitofish. Stop by and say hi!

In anticipation of the fair, staff have been treating areas around the fairgrounds aggressively. Outdoor events held in the summer like the fair put residents and visitors at a higher risk of mosquito bites and mosquito-borne diseases. Remember to take [precautions](#) such as wearing repellent and clothing that covers exposed skin if possible.



Invasive Plant Management Program

This year has seen a sharp increase in *Lepidium latifolium* infestations within our Wildlife Conservation Board project area along the Owens River surrounding Bishop. The combination of flooding from the high runoff 2017 year and fire near Pleasant Valley has resulted in an almost 500% increase in populations. Field crews continue to work tirelessly to manage this population. This project area illustrates starkly the advantage that invasive species can have over native species following fire and flooding.

Staff continues to look for future funding opportunities. As a non-general fund program, our invasive plant management program relies on grants and agreements to function. Current funding will run out by 2020.

Inyo County Commercial Cannabis Permit Office

Review of commercial cannabis proposals received during the first call for applications continues. We have several applications still in initial review, several that have letters out requesting further information, and some that we have received further information on that await second round scoring. Staff is also reviewing the entire process including county code so that suggested revisions can be brought to the Board of Supervisors prior to the opening of the next application window. A review of the permit numbers allocated to licensing zones as well as numbers allocated to each activity type may be warranted if the board chooses to do so.

The California Department of Pesticide Regulation (CDPR) has announced funds will be available soon for county agricultural commissioner's offices for pesticide related outreach pertaining to cannabis. More information will be available regarding this opportunity soon. CDPR is also working on updated guidance to cannabis growers regarding pesticide use and what types may be permitted on cannabis. Earlier guidance, while easy to understand, didn't adequately capture the gray areas that exist with pesticide labeling. This has led to some enforcement concerns from many counties such as growers using pesticides that were deemed allowed under CDPR guidance but using methods that are in conflict with product labeling.

As an update to our ability to receive live scan background check results, our office has received notification from the California Department of Justice that the state has granted custodian of records status to staff and that the state process is finished. Our information has been transferred to the Federal Bureau of Investigation and we should have full authorization within about 90 days.

September 2018 Calendar

September 1-2
OVMAP Display
Tri-County Fairgrounds

September 4
Inyo FY 18/19 Budget Presentation
Inyo County Board of Supervisors Meeting

September 3
Labor Day
Office Closed

September 20
SCACASA Meeting
Webinar





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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Trophy Fish Budget Letters

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

More letters to the Board of Supervisors regarding the budget allocation for trophy fish stocking.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Adams Letter
Fishin Mission Letter

History

Time	Who	Approval
9/5/2018 4:46 AM	County Administrative Office	Yes
9/5/2018 8:56 AM	County Counsel	Yes
9/6/2018 1:09 PM	Finance	Yes

August 26, 2018

To: The Clerk of the Board of Supervisors

This letter is to address the item on your agenda for September 4, 2018, that has to do with fishing monies in the Mono County area. I have heard the county is considering cutting or eliminating funding for planting trophy fish in our lakes.

As a long time resident of the area, I must add how very important fishing is in our local economy.

People come from Southern California and San Francisco, even from other states, specifically to fish in our lakes and streams. I have worked with these guests on various levels, from watching their children and pets, to serving them in restaurants; placing them in cabins and helping them purchase groceries. They buy tackle from me.

This feeds our economy, pays my bills and even some of yours, with the T.O.T. taxes we pay. Please reconsider your decision to allocate money away from the fishing industry here in Mono County. Without the fishing, many guests will consider other locations for their vacations. We need them to offset the winter loss of revenue. Thank you for your consideration.

Sincerely,



Jill Adams
POB 543
June Lake, CA 93529



OFFICE OF THE CLERK



LOOK FOR US ON FACEBOOK!

August 24, 2018

Mr. John Peters
Supervisor – District #4
c/o Clerk of the Board
P.O. Box 715
Bridgeport, CA 93517

Dear Mr. Peters,

I am writing on behalf of the Fishin' Mission Foundation, a non-profit organization which focuses on financial support for the Bridgeport Community. Our organization was founded in 2008 but our Members have been spending time in Bridgeport since 1974. We have adopted the Bridgeport Community because of its community of people, wonderful landscape, and of course – the fishing!

We are concerned because we have just learned that at the Board of Supervisors Meeting on September 4th you will be discussing the continuing financial support of the Mono County Fish Stocking Program and perhaps decide on future funding.

In our support of the Bridgeport Community, we have now donated over \$100,000 to local causes, and \$35,000 of those donations were made to the Bridgeport Fish Enhancement Foundation. This is because our foundation understands the value of good fishing to the entire community and the related tourism can be measured in lodging, dining, and associated retail sales.

Our future plans include the continued financial support of BFEF activities, but we expect that will be supplemental to other Mono County financial support for fishing rather than in lieu of that support. It is abundantly clear, regardless of which metrics you analyze, that good fishing is the strongest draw to Mono County and has the most impact on tourism.

We encourage you, along with the entire Board of Supervisors, to do your part and ensure that you continue your funding to maintain and improve the fishing experience in Mono County. We will continue to do our part.

Feel free to reach out to me if you'd like additional information or would like to discuss this very important issue in more detail.

Gary Walker
President - Fishin' Mission Foundation
480-460-3686 (o)
480-797-3511 (c)

www.fishin-mission-foundation.org

<http://www.facebook.com/pages/Fishin-Mission-Foundation/151317934888783>

Fishin' Mission Foundation, Inc.
www.fishin-mission-foundation.org
Federal Tax ID 26-2958956



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Notice of Objection Process for the
Mammoth Base Land Exchange
Environmental Impact Statement and
Draft Record of Decision

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Notice from the United States Forest Service, Mammoth Ranger District regarding a prepared Environmental Impact Statement (EIS) and draft Record of Decision (ROD) for Mammoth Base Land Exchange Project. Under the proposed action, the United States would convey approximately 35.7 acres of National Forest System lands within the boundaries of the Inyo National Forest, and currently managed as part of a Ski Area Term Special Use Permit to Mammoth Main Lodge Redevelopment, LLC. Both the EIS and draft ROD are available for a 45-day objection-filing period.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Notice of Objection

History

Time	Who	Approval
9/6/2018 1:51 PM	County Administrative Office	Yes
9/5/2018 8:21 AM	County Counsel	Yes

9/5/2018 11:26 AM

Finance

Yes

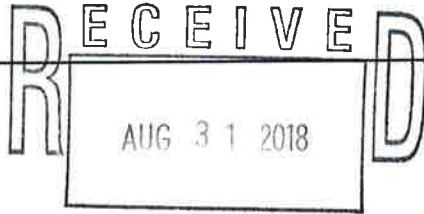


United States
Department of
Agriculture

Forest
Service

Pacific
Southwest
Region

Inyo National Forest
351 Pacu Lane, Suite 200
Bishop, CA 93514
(760) 873-2400 Voice
(760) 873-2538 Text (TDD)



OFFICE OF THE CLERK

File Code: 2720/1950

Date: August 24, 2018

Subject: Notice of Objection Process for the Mammoth Base Land Exchange Environmental Impact Statement and Draft Record of Decision

Dear Forest Stakeholder:

The Mammoth Ranger District of the Inyo National Forest has prepared an Environmental Impact Statement (EIS) and draft Record of Decision (ROD) for *Mammoth Base Land Exchange Project*. Under the Proposed Action, the United States would convey approximately 35.7 acres of National Forest System lands within the boundaries of the Inyo National Forest, and currently managed as part of a Ski Area Term Special Use Permit to Mammoth Main Lodge Redevelopment, LLC. In exchange, Mammoth Main Lodge Redevelopment, LLC would convey to the United States approximately 1,297.5 acres of privately owned lands (“inholdings”) located within the boundaries of the Inyo, Plumas and Stanislaus National Forests and one small parcel (approximately 1.4 acres) in Inyo County, California that is outside the boundaries of the Inyo National Forest. The EIS and draft ROD are now available for a 45-day objection-filing period.

The EIS documents the environmental effects of two alternatives (Alternative 1 – No Action Alternative and Alternative 2 – The Proposed Action). The EIS is available in hard copy format or can be viewed on the Inyo National Forest website at <https://www.fs.usda.gov/project/?project=30428>. To obtain a copy of the EIS please contact Janelle Walker, Winter Sports Specialist, Inyo National Forest, PO Box 148, Mammoth Lakes, CA 93546, (760)-920-0002 or by email to: janellewalker@fs.fed.us

As described in the *Objection Provisions and Implementation Date* section of the draft Record of Decision, individuals or entities who have submitted timely, specific written comments regarding the project during any designated opportunity for public comment may file an objection pursuant to 36 CFR 218. Issues raised in objections must be based on previously submitted comments unless based on new information arising after the designated comment period(s).

Objections must be submitted within 45 calendar days following the publication of a legal notice in the newspaper of record for the Inyo National Forest, the *Inyo Register*. If the 45 day time period ends on a Saturday, Sunday or Federal holiday, the time is extended to the end of the next Federal working day. The legal notice is expected to publish in the *Inyo Register* on August 30, 2018. However, this date may change, and the actual publication date in the *Inyo Register* is the exclusive means for calculating the time to file an objection. Those wishing to object should not rely upon dates or timeframe information provided by any other source. The regulations prohibit extending the time to file an objection. Those wishing to object should not rely upon dates or timeframes provided by any other source. It is the objector’s responsibility to ensure evidence of timely receipt (36 CFR 218.9).

Objections must be submitted in writing to the reviewing officer: Randy Moore, Regional Forester, USDA Forest Service; Attn: *Mammoth Base Land Exchange*; 1323 Club Drive, Vallejo, CA 94592.



Objections may be submitted via mail, Fax (707-562-9229), or delivered during business hours (M-F 8:00am to 4:00pm). Electronic objections, in common (.doc, .pdf, .rtf, .txt) formats, may be submitted to: objections-pacificsouthwest-regional-office@fs.fed.us with Subject: *Mammoth Base Land Exchange*.

Objections must include (36 CFR 218.8(d)): 1) name, address and telephone; 2) signature or other verification of authorship; 3) identify a single lead objector when applicable; 4) project name, Responsible Official name and title, and name of affected National Forest(s) and/or Ranger District(s); 5) reasons for, and suggested remedies to resolve your objections; and 6) description of the connection between your objections and your prior comments. Incorporate documents by reference only as provided for at 36 CFR 218.8(b).

Please contact Janelle Walker, Winter Sports Specialist, Inyo National Forest, PO Box 148, Mammoth Lakes, CA 93546, (760)-920-0002 or by email to: janellewalker@fs.fed.us if you have questions about the EIS or objection procedures.

Sincerely,



TAMERA RANDALL-PARKER
Forest Supervisor
Inyo National Forest



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Board of Supervisors

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Jan Cutts, Bridgeport District Ranger

SUBJECT Introduction to New Bridgeport District Ranger

AGENDA DESCRIPTION:

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

An opportunity for the Board to formally meet the new Bridgeport District Ranger, Jan Cutts.

RECOMMENDED ACTION:

Informational only; provide direction to staff if necessary.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
9/6/2018 1:59 PM	County Administrative Office	Yes
9/5/2018 2:53 PM	County Counsel	Yes
9/6/2018 1:01 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Information Technology

TIME REQUIRED 15 minutes (5 minute presentation, 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Nate Greenberg

SUBJECT Digital 395 Service Order

AGENDA DESCRIPTION:

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

In 2013 Mono County signed a Master Service Agreement with California Broadband Cooperative (CBC) for the provision of delivering internet and network service via the Digital 395 network. While this agreement is still in effect, our previous Service Order (SO) under this agreement has expired and is in need of renewal. As part of this new Service Order, Mono County IT will be consolidating the three separate County, Town, and Sheriff networks into one and have Mono County serve as the 'provider' back to these customers. Doing so will allow the agencies to pool our current spend on these services and leverage some economies of scale to increase speeds to all facilities, streamline network design, and ultimately provide additional services.

RECOMMENDED ACTION:

Authorize the County Administrative Officer to sign and execute a five-year Service Order with California Broadband Cooperative.

FISCAL IMPACT:

\$97,740 per year which includes estimated taxes and is included in the adopted budget for FY 2018-2019. This is comprised of \$57,120 for Mono County circuits, \$15,060 for Sheriff Department circuits, \$21,060 for Town of Mammoth Lakes circuits, and \$4,500 for Radio related circuits. Mono County IT will invoice each department/agency and be responsible for monthly payments to CBC under this Service Order.

CONTACT NAME: Nate Greenberg

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Service Order](#)

[Master Service Agreement](#)

History

Time	Who	Approval
9/6/2018 1:55 PM	County Administrative Office	Yes
9/6/2018 3:56 PM	County Counsel	Yes
9/6/2018 4:14 PM	Finance	Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

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

Nate Greenberg
Information Technology Director

September 11, 2018

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Digital 395 Service Order Renewal

Recommendation

Authorize the County Administrative Officer to sign and execute a Service Order with California Broadband Cooperative.

Discussion

In 2013 Mono County signed a Master Service Agreement with California Broadband Cooperative (CBC) for the provision of delivering internet and network service via the Digital 395 network. While this agreement is still in effect, our previous Service Order (SO) under this agreement has expired and is in need of renewal.

As part of this renewal process the IT Department has reevaluated use patterns and long-term need for internet and network across the organization. The primary discovery is the ever-increasing need for having the County, Town, and Sheriff networks integrated, rather than separated as they are currently. This point furthered driven by the County phone system replacement, interoperable communications needs, and ultimately opportunities around cost and time savings.

The primary goal with the new SO is to consolidate the three networks into one and have Mono County serve as the 'provider' back to the Sheriff and Town of Mammoth Lakes. Doing so would allow us to pool our current spend on these services and leverage some economies of scale to increase speeds to all facilities, streamline network design, and ultimately provide additional services.

Fiscal Impact

\$97,740 per year which includes estimated taxes and is fully budgeted for in FY 2018-2019. This is comprised of \$57,120 for Mono County circuits, \$15,060 for Sheriff Department circuits, \$21,060 for Town of Mammoth Lakes circuits, and \$4,500 for Radio related circuits. Mono County IT will invoice each department/agency and be responsible for monthly payments to CBC under this Service Order.

Strategic Plan Alignment

Mono County Strategic Priorities

- 1A** Improve Emergency Operations & Response
- 1E** Infrastructure
- 3D** Fiscal Resiliency

IT Strategic Initiatives

- I. Business Operations and Efficiency
- II. Communications, Broadband, and Accessibility
- III. Infrastructure Resiliency and Security



September 4, 2018

To:
County of Mono
25 Bryant St.
Bridgeport, Ca. 93517
USA

Dear Nate & Kirk,

Thank you for allowing CBC to meet with you, and to discuss the products and services that CBC will provide to County of Mono.

The products and services listed below is our understanding of the needs of your business, and the previously agreed upon pricing. No price provided herein includes local, state, federal, or administrative, taxes, fees, or surcharges.

I'm sending you this Service Order regarding "County of Mono_2018_Reconfig". Please get back to me with your decision soon.

Sincerely,
Cliff Beddingfield

Order Information

Please find your details below:
Order ID: QUO-01735-J4M3W0
Discount percentage:
Discount Amount:

Total MRC: \$6,900.00
Total NRC: \$750.00

Billing Address:
 25 Bryant Street
 Bridgeport CA 93517

Term Length:
 5 Years

Products and Services

Product Name	Price Per Unit	Quantity	MRC	NRC
Internet Annex 1	\$8.00	150Mb	\$1,200.00	No
Site: 74 N. School St. Bridgeport CA 93517				
<i>INCREASE FROM 50Mb INT-10055</i>				
Internet Minaret Mall	\$8.00	150Mb	\$1,200.00	No
Site: MINARET MALL 437 OLD MAMMOTH RD. MAMMOTH LAKES CA 93645				
<i>INCREASE FROM 50Mb INT-10007</i>				
ELINE	\$1,200.00	1Gb	\$1,200.00	No
Site A: MINARET MALL 437 Old Mammoth Rd. Mammoth Lakes CA 93645				
Site B: ANNEX 1-74 N. School St. Bridgeport CA 93517				
<i>INCREASE FROM 100Mb ELNM-10005</i>				
ELAN Benton Road Shop	\$4.00	25Mb	\$100.00	No
Site A: Benton Road Shop 25474 Hwy. 395 Benton, CA				
Site B: MINARET MALL 437 OLD MAMMOTH RD. MAMMOTH LAKES CA 93645				
<i>INCREASE FROM 10Mb ELNM-10006</i>				

ELAN Crowley Lake Road Shop	\$4.00	25Mb	\$100.00	No
Site A: Crowley Lake Road Shop 332 S. Landing Rd. Crowley Lake, CA				
Site B: MINARET MALL 437 OLD MAMMOTH RD. MAMMOTH LAKES CA 93645				
<i>INCREASE FROM 10Mb ELNM-10007</i>				
ELAN Lee Vining Road Shop	\$4.00	25Mb	\$100.00	No
Site A: Lee Vining Road Shop 51596 Hwy. 395 Lee Vining, CA				
Site B: Annex 1- 74 N. School St. Bridgeport, CA				
<i>INCREASE FROM 10Mb ELNM-10008</i>				
ELAN Bridgeport Road. Shop	\$4.00	25Mb	\$100.00	No
Site A: Bridgeport Road Shop 207 Jack Sawyer Rd. Bridgeport, CA				
Site B: Annex 1- 74 N. School St. Bridgeport, CA				
<i>INCREASE FROM 10Mb ELNM-10009</i>				
ELAN Walker Road Shop	\$4.00	25Mb	\$100.00	No
Site A: Walker Road Shop 62 Shop Rd. Walker, CA				
Site B: ANNEX 1-74 N. School St. Bridgeport CA 93517				
<i>INCREASE FROM 10Mb ELNM-10010</i>				
ELAN Bryant Air Field	\$4.00	25Mb	\$100.00	No
Site A: Site A: Bryant Airport 76 Stock Dr. Bridgeport, CA				
Site B: ANNEX 1-74 N. School St. Bridgeport CA 93517				
<i>INCREASE FROM 10Mb ELNM-10011</i>				
ELAN Walker Career Services	\$4.00	25Mb	\$100.00	No
Site A: Career Services 107384 Hwy. 395 Walker, ca				
Site B: Annex 1 -74 N. School St. Bridgeport, CA				
<i>INCREASE FROM 10Mb ELNM-10012</i>				

ELAN Antelope Sr. Center	\$4.00	25Mb	\$100.00	No
Site A: Senior Center 399 Mule Deer Rd. Walker, CA				
Site B: Annex 1 -74 N. School St. Bridgeport, CA				
<i>INCREASE FROM 10Mb ELNM-10013</i>				
ELAN Walker Wellness Center	\$4.00	25Mb	\$100.00	No
Site A: Wellness Center 107655 Hwy. 395 Walker, CA				
Site B: Annex 1 -74 N. School St. Bridgeport, CA				
<i>INCREASE FROM 10Mb ELNM-10014</i>				
ELAN Medic 7	\$4.00	25Mb	\$100.00	No
Site A: Medic 7/Annex 3 @ 199 Twin Lakes Road, Bridgeport				
Site B: Annex 1 -74 N. School St. Bridgeport, CA				
<i>INCREASE FROM 10Mb ELNM-10015</i>				
ELAN Medic 1	\$4.00	25Mb	\$100.00	No
Site A: Medic 1 @ 466 Mule Deer Rd. Walker, CA				
Site B: Annex 1 74 N. School St. Bridgeport, CA				
<i>INCREASE FROM 10Mb ELNM-10016</i>				
ELAN Medic 2	\$4.00	25Mb	\$100.00	No
Site A: Medic 2 @ 2380 Hwy. 158 June Lake, CA				
Site B: MINARET MALL 437 OLD MAMMOTH RD. MAMMOTH LAKES CA 93645				
<i>INCREASE FROM 10Mb ELNM-10017</i>				
ELAN Medic 3	\$4.00	25Mb	\$100.00	No
Site A: Medic 3 @ 3150 Main St. Mammoth Lakes, CA , CA				
Site B: MINARET MALL 437 OLD MAMMOTH RD. MAMMOTH LAKES CA 93645				

<i>INCREASE FROM 10Mb</i> <i>ELNM-10018</i>				
ELAN Mammoth Hospital	\$4.00	25Mb	\$100.00	No
Site A: Mammoth Hospital 85 Sierra Park Road Mammoth Lakes CA 93546				
Site B: MINARET MALL 437 OLD MAMMOTH RD. MAMMOTH LAKES CA 93645				
<i>INCREASE FROM 10Mb</i> <i>ELNM-10027</i>				
ELAN Animal Shelter	\$4.00	25Mb	\$100.00	No
Site A: Animal Shelter - 197 Jack Sawyer Rd. Bridgeport CA 93517				
Site B: Annex 1 74 N. School St. Bridgeport CA 93517				
<i>INCREASE FROM 10Mb</i> <i>ELNM-10034</i>				
ELAN Mammoth Court Bldg.	\$4.00	25Mb	\$100.00	No
Site A: Mammoth Court - 100 Thompsons Court, Mammoth Lakes, CA 93546				
Site B: Sierra Mall 452 Old Mammoth Rd. Mammoth Lakes, CA				
<i>INCREASE FROM 10Mb</i> <i>ELNM-10035</i>				
ELAN TOML Community Ctr.	\$4.00	25Mb	\$100.00	No
Site A: TOML Community Ctr. 1000 Forest Trail Mammoth Ca.				
Site B: MINARET MALL 437 OLD MAMMOTH RD. MAMMOTH LAKES CA 93645				
<i>CHANGE FROM 10Mb INTERNET</i> <i>INT-10026</i>				
ELAN Mammoth Airport	\$4.00	50Mb	\$200.00	No
Site A: TOML Mammoth Airport 1334 Airport Rd. Mammoth Ca.				
Site B: Sierra Mall 452 Old Mammoth Rd. Mammoth Lakes, CA				
<i>Price change from \$6 to \$4</i> <i>ELNM-10001</i>				
ELAN TOML Town Yard	\$4.00	25Mb	\$100.00	No
Site A: TOML Town Yard 299 Commerce Dr. Mammoth Ca.				
Site B: MINARET MALL 437 OLD MAMMOTH RD. MAMMOTH LAKES CA 93645				

<i>INCREASE FROM 10Mb</i> <i>ELNM-10002</i>				
ELAN TOML Police	\$4.00	50Mb	\$200.00	No
Site A: TOML Police 568 Old Mammoth Rd. Mammoth Ca.				
Site B: MINARET MALL 437 OLD MAMMOTH RD. MAMMOTH LAKES CA 93645				
<i>Price change from \$6 to \$4</i> <i>ELNM-10063</i>				
ELAN Crowley Lake Sheriff	\$4.00	25Mb	\$100.00	No
Site A: Crowley Lake Sheriff Station 3605 Crowley Lake Dr. Crowley Lake, CA				
Site B: MINARET MALL 437 OLD MAMMOTH RD. MAMMOTH LAKES CA 93645				
<i>INCREASE FROM 10Mb</i> <i>ELAN-10053</i>				
ELAN June Lake Sheriff	\$4.00	25Mb	\$100.00	No
Site A: Site A: June Lake Sheriff Sub Station 90 W. Granite Ave. June Lake, CA				
Site B: MINARET MALL 437 OLD MAMMOTH RD. MAMMOTH LAKES CA 93645				
<i>INCREASE FROM 10Mb</i> <i>ELAN-10054</i>				
ELAN Mammoth Hospital/EMS	\$4.00	25Mb	\$100.00	No
Site A: 85 Sierra Park Road Mammoth Lakes CA 93546				
Site B: MINARET MALL 437 OLD MAMMOTH RD. MAMMOTH LAKES CA 93645				
<i>ELAN-10065</i>				
ELAN Conway Summit	\$4.00	25Mb	\$100.00	No
Site A: Conway Summit – Mono County Building 38.0517 -119.1037				
Site B: Mono County Sheriff Department – 100 Bryant Street Bridgeport CA				
<i>INCREASE FROM 10Mb</i> <i>ELAN-10064</i>				
ELAN Benton Community Ctr	\$4.00	25Mb	\$100.00	No
Site A: Benton Community Center 58869 Hwy. 120 Benton, CA				
Site B: MINARET MALL 437 OLD MAMMOTH RD. MAMMOTH LAKES CA 93645				

<i>CHANGE FROM INTERNET TO ELAN INT-10028</i>				
ELAN Crowley Lake Comm. Ctr.	\$4.00	25Mb	\$100.00	No
Site A: Crowley Lake Community Center 58 Pearson Rd. Crowley Lake, CA				
Site B: MINARET MALL 437 OLD MAMMOTH RD. MAMMOTH LAKES CA 93645				
<i>CHANGE FROM INTERNET TO ELAN INT-10030</i>				
ELAN June Lake Comm. Ctr.	\$4.00	25Mb	\$100.00	No
Site A: June Lake Community Center 90 W. Granite Ave. June Lake, CA				
Site B: MINARET MALL 437 OLD MAMMOTH RD. MAMMOTH LAKES CA 93645				
<i>CHANGE FROM INTERNET TO ELAN INT-10031</i>				
ELAN Walker Community Center	\$4.00	25Mb	\$100.00	No
Site A: Walker Community Center 442 Mule Deer Rd. Walker, CA				
Site B: Annex 1 74 N. School St. Bridgeport CA 93517				
<i>CHANGE FROM INTERNET TO ELAN INT-10032</i>				
ELAN Bridgeport Memorial Hall	\$4.00	25Mb	\$100.00	No
Site A: Bridgeport Memorial Hall 73 N. School St. Bridgeport, CA				
Site B: Annex 1 74 N. School St. Bridgeport CA 93517				
<i>CHANGE FROM INTERNET TO ELAN INT-10033</i>				
ELAN Lee Vining Community Ctr.	\$4.00	25Mb	\$100.00	No
Site A: Lee Vining Community Center 296 Mattly Ave. Lee Vining, CA				
Site B: Annex 1 74 N. School St. Bridgeport CA 93517				
<i>CHANGE FROM INTERNET TO ELAN INT-10034</i>				
ELAN Antelope Valley Fire	\$4.00	25Mb	\$100.00	No
Site A: Antelope Valley Fire 1166 Larsen Rd. Coleville CA 96107				

Site B: Annex 1 74 N. School St. Bridgeport CA 93517				
<i>INCREASE FROM 10Mb</i>		<i>ELNM-10033</i>		
ELAN/INTERNET INSTALLATION-PROVISION	\$750.00			\$750.00

CBC agrees to provide and the Customer agrees to accept services described above the service commitment period and charges listed above, subject to the terms and conditions in the CBC Master Service Agreement. This Service Order is valid for the next 30 days.

No price provided herein includes local, state, federal, or administrative, taxes, fees, or surcharges.

Customer Signature	CBC Signature
Printed Name	Printed Name Robert Volker
Title & Date	Title & Date CEO



california**broadband**cooperative
1101 Nimitz Avenue Suite 215, Vallejo CA 94592
SPIN # 143036660

August 28, 2018

Mono County & Town of Mammoth Lakes, CA
PO Box 7657
452 Old Mammoth Road, Ste. 224
Mammoth Lakes, CA 93546

Attn: Nate Greenberg

Re; Order ID: QUO-01735-J4M3WO
TRS and FUSF Surcharges
Cost Recovery and Property Surcharges

Dear Nate Greenberg,

This letter is to provide you with information regarding the aforementioned Surcharges.

Relative to Order ID: QUO-01735-J4M3WO please be advised the TRS and FUSF Surcharges are regulated by the Federal Government and may fluctuate every three (3) months between 18% and 25% (including Cost Recovery and Property Surcharges) of the total cost for each **ELAN Circuit**. California Broadband Cooperative will pass the related percentage change along to the customer. We suggest you use the 25% figure to estimate budgetary total for TRS and FUSF Surcharges (including Cost Recovery and Property Surcharges).

Our estimate of the TRS and FUSF Surcharges for **ELAN (PTP)** circuits listed on Order ID: QUO-01735-J4M3WO (including Cost Recovery and Property Surcharges) is: **\$1,125.00**
(Please note: **THE FEDERAL GOVERNMENT MAY REQUIRE WE CHANGE THIS AT ANY TIME**)

The surcharge for Internet Circuits is 5% and does not fluctuate. This total for Internet Circuits on Order ID: QUO-01735-J4M3WO is: **\$120.00**

Thank you
Clifford Beddingfield
Director of Sales
760-873-8878



Master Services Agreement for the Delivery of Telecommunications and Information Services
Between California Broadband Cooperative, Inc. and COUNTY OF MONO ("Customer") dated: March 14,
2013 (the "Agreement")

This Agreement shall apply to and will be considered a part of any "Customer Order" signed by Customer for Services delivered by California Broadband Cooperative, INC.. ("CBC"), a California corporation with an office at 1101 Nimitz Ave., Vallejo, CA 94593. This Agreement (including the specific terms for each Service as attached) are applicable to sales of Service located in, originating or terminating in the United States. The use of the term "party" in this Agreement includes the named participant and its employees, agents and/or contractors.

1 DELIVERY OF SERVICE

1.1 Service[s]: Services as used in this Agreement shall mean the telecommunications and information services and /or ancillary services described in any fully executed Exhibit. Any and all Exhibits upon full execution shall become a part of this Agreement. The Exhibits applicable, to the extent fully executed by both parties, are as follows:

Table with 2 columns: Exhibit (A-F) and Service Name (Optical Ethernet Transport Services, Internet Access Services, Optical Carrier Private Line Services, Dark Fiber Services, Wavelength Services, Point to Point)

1.2 Submission of Customer Order: To order any Service, Customer must submit to CBC a "Customer Order", in the form attached hereto and made as an attachment to the relevant Exhibit, specifying the requested Service and specifying the duration of the requested Service ("Service Term") and any renewal periods. With the exception of any Customer Order made pursuant to Exhibit D, upon expiration of the Service Term, the applicable Customer Order shall renew upon the same terms and conditions as set forth in the original Customer Order on an annual basis, not to exceed a total of two (2) renewals, unless and until either party provides the other with sixty (60) days prior written notice of its desire to terminate the applicable Service. CBC shall use commercially reasonable efforts to deliver the Service(s) to Customer on the schedule set forth in the Custom Order(s).

1.3 Acceptance by CBC: Upon receipt of a Customer Order, if CBC determines (in its sole discretion) to accept the Customer Order in writing, CBC will become obligated to deliver the ordered Service and such Customer Order shall become a part of this Agreement. With the exception of any Customer Order made pursuant to Exhibit D, if CBC has or intends to accept the Customer Order, CBC shall issue a firm order commitment ("FOC") notification setting forth the date upon which it will deliver the Service to Customer. With the exception of any Customer Order made pursuant to Exhibit D, Customer shall be entitled to cancel the Customer Order without any liability, penalty, or further obligation at any time prior to the provision by CBC of a firm order commitment.

1.4 Credit Approval and Deposits: Customer will provide CBC with credit information as reasonably requested. CBC's acceptance of any Customer Order is subject to CBC's reasonable credit approval. Excepting a Dark Fiber IRU ordered pursuant to Exhibit D, CBC may require Customer to make a non-interest bearing deposit (which will not exceed Customer's estimated charges for three months' Service) as a condition to CBC's acceptance of any Customer Order, or as a condition to CBC's continuation of Service. The deposit will be held by CBC as security for payment of Customer's charges. When Service to Customer is terminated, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded.

2 SUMMARY OF GENERAL COMMERCIAL TERMS

2.1 Commencement of Billing: Upon installation and testing of the ordered Service, CBC will deliver to Customer a Connection Notice. Upon receipt of the Connection Notice, Customer shall have a period of forty-eight, (48) hours to provide CBC with written acceptance or rejection of the Service. Unless Customer delivers written notice of rejection to CBC within such period, indicating that the Service is not installed in accordance with the Customer Order and functioning properly and identifying with specificity the basis for the rejection with reasonable supporting documentation, billing of one hundred percent (100%) of the Non-Recurring Charge(s) and the Monthly Recurring Charge(s) shall commence, regardless of whether Customer has procured services from other carriers needed to operate

the Service, and regardless of whether Customer is otherwise prepared to accept delivery of the ordered Service. In the event CBC does not receive a written acceptance or rejection of the Service within the aforementioned time frame, the Service shall be deemed accepted ("Acceptance Date").

If a Service, other than Dark Fiber Services ordered pursuant to Exhibit D, consists of more than one circuit, then CBC will issue a separate Connection Notice for each circuit. The terms and conditions outlined in the immediately preceding paragraph shall apply to each individual circuit when the service consists of more than one circuit. Billing for Moves, Adds and Changes (MACs) for existing services will commence on the date CBC issues a Connection Notice to the Customer for the MAC. Payment of Invoices: Except as otherwise provided for Dark Fiber IRUs ordered pursuant to Exhibit D, invoices are sent monthly, in advance for Services to be provided during the upcoming month. All invoices are due for payment within thirty (30) days of the invoice date. Billing for partial months is prorated based on a calendar month. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) and continue to accrue until paid in full. CBC shall be entitled to recover all costs of collection of past due amounts, including without limitation, reasonable attorney's fees.

- 2.2 Billing Disputes:** Customer must notify CBC in writing of any disputed charge within fifteen (15) calendar days from the date of Invoice. Any charge not disputed within said fifteen (15) calendar day period will be deemed correct and Customer will be deemed to have waived its right to dispute the same. CBC will review any disputed charge and, as appropriate, credit Customer's account for any charge erroneously billed to Customer.
- 2.3 Taxes and Fees:** Taxes, surcharges, fees, universal service fund charges associated with the Service, and other payments contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise are not included in CBC's charges and will be billed and paid by Customer as separate line items to the extent imposed on a pass-through basis without mark-up of any kind whatsoever. Customer shall not be liable for any taxes, fees, or other charges based upon CBC's income. CBC will not invoice Customer for federal excise taxes or (if applicable) state sales taxes subject to Customer providing CBC with a valid Sales Tax Exemption. Should the Customer's Sales Tax Exemption Certificate be declined by any taxing authority Customer will be obligated to remit to CBC the sales tax associated with the Customer's impacted service. Notwithstanding the forgoing, CBC will not accept any Sales Tax Exemption Certificate based upon Customer's resale of Dark Fiber Services provided to Customer within the States of Missouri or Tennessee.
- 2.4 Regulatory and Legal Changes:** In the event of any condemnation or exercise of the right of eminent domain, change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of Service, CBC and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in cost. In the event that the parties are unable to reach agreement respecting new rates within thirty (30) days after CBC' delivery of a change of law written notice, then (a) CBC may pass such increased costs through to Customer, and (b) Customer may terminate the affected Customer Order without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase
- 2.5 Termination Charges** In the event that, prior to the end of the Service Term, Customer terminates Service or in the event that the delivery of Service is terminated due to a failure of Customer to comply with this Agreement, Customer shall pay a termination charge equal to 100% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term up to the first 36 months of the Service Term, Customer shall pay a termination charge equal to 50% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term for months 37 through 60 of the Service Term. Customer shall pay a termination charge equal to 25% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term for months 61 and beyond. In addition Customer will be responsible for 100% of any termination charge imposed on CBC by a third party supplier whose facilities were contracted for by CBC in order to provide the Customer's Services.
- 2.6** This Agreement shall be considered terminated only when service is ended at all sites managed by the Customer; modifying or ending Service at individual Customer sites does not constitute termination of this Agreement.
- 2.7 Service Interruptions and Delivery:** CBC provides specific remedies regarding the provision and performance of Service as set forth in Section 5 and in Exhibit D and the same are Customer's sole remedies in the event of CBC' failure to provide Service. A violation of any Service Level Agreement ("SLA") is expressly not a breach of a representation or warranty and is not a breach or default under this Agreement. Except as otherwise provided in Exhibit D, Customer's sole remedy for any uncured breach of this Agreement by CBC is to terminate the use of Service without penalty (except for payment of charges for Service provided through the effective date of termination). In the event of Customer's

material breach of any provision of this Agreement, CBC, in addition to all other remedies available to it hereunder, at law, in equity, or under any applicable tariff, may suspend or terminate the provision of Service to Customer.

- 2.8 Intellectual Property:** Notwithstanding any other provision of this agreement to the contrary, CBC warrant that the Service(s) does not infringe or misappropriate the intellectual property rights of any third party and that the Service(s) does not violate any applicable law
- 2.9 Limitation of Liability:** Notwithstanding any other provision hereof, neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to damages for lost profits, lost revenues or the cost of purchasing replacement services) arising out of the performance or failure to perform under any Customer Order, this Agreement or the CBC Acceptable Use Policy.
- 2.10 Disclaimer of Warranties:** CBC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 2.11 Force Majeure:** Neither party is liable for any failure of performance nor shall any credit allowance or other remedy be extended, for any failure of performance due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions war, revolution, civil commotion, acts of public enemies, terrorism or national emergency, governmental action or inaction (such acts including without limitation any regulatory or administrative decisions making said performance or obligation economically or technically unfeasible), condemnation or the exercise of rights of eminent domain, labor difficulties, failure of any third party (including any other carrier or supplier) to provide services, facilities or equipment required for such performance or obligation (or any other act or omission by said third party). Either party's invocation of this clause shall not relieve Customer of its obligation to pay for any Services actually provided up to Customer's demarcation point. In the event CBC is unable to deliver Service for seven, (7) consecutive days as a result of any force majeure events, Customer shall not be obligated to pay CBC for the affected Service for so long as CBC is unable to deliver; provided, however, that the Service Term of such Service shall be extended for the period of time that the force majeure event continues.
- 2.12 Assignment and Resale:** Customer may not assign its rights and obligations to an unrelated third party under a Customer Order without the express prior written consent of CBC. As a condition to such assignment, (i) Customer shall cause the permitted transferee or assignee to be bound (in writing) by the rates, terms and conditions, set forth herein and (ii) Customer shall remain primarily liable for the payment of all charges due under each Customer Order. Customer shall have the right to assign, or otherwise transfer this Agreement, in whole or in part, to any parent, subsidiary or affiliate of Customer which shall control, be under the control of, or be under common control with Customer, provided such assignee assumes in writing all of the terms and conditions of this Agreement and such Assumption is delivered to CBC prior to the effective date of such permitted assignment. Any purported assignment and transfer made in violation of this Section is void. Except for Dark Fiber Services ordered pursuant to Exhibit D, Customer may resell the Service to third party "end users", provided that Customer agrees to indemnify, defend and hold CBC harmless from claims made against CBC by such end users or by any third party (including without limitation any governmental authority). Further, Customer agrees to obtain all necessary certifications, licenses, franchises, etc. from any public agency having jurisdiction over the Customer's resale operations.
- 2.13 Indemnification:** Each party shall indemnify, defend, and hold harmless (collectively, "Indemnify") the other from any and all claims, (whether made, asserted or threatened), actions, judgments, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees, consultants' fees and experts' fees (all such claims collectively referred to herein as "Claims") arising from or in connection with loss or damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct or any breach by such party of any obligation set forth in this Agreement. Customer shall indemnify CBC from any and all Claims arising from or in connection with (i) any fraudulent, unauthorized, or unlawful use of Service, (ii) any third party Claim based on the operation, resale, of or connection to the Service by Customer (or by any person other than CBC or its duly authorized representative, (iii) Claims for libel, slander, obscenity or indecency, and (iv) the content or use of any transmission, including without limitation (a) Claims by any domestic or foreign governmental entities seeking to impose penal sanctions for the transmission of such content; (b) Claims of infringement of any third party's copyright, patent, trade secret, trademark, service mark or other intellectual property right arising from or related to such transmitted content or use of the Service in conjunction with Customer premises equipment, and (c) claims by third parties relating to such transmitted content or use.
- 2.14 Governing Law:** CBC has filed or may elect or be required to file with the appropriate regulatory agency tariffs respecting the delivery of certain Service or CBC may post a Pricing Guide. Tariff(s) are (or upon filing will be deemed to be) incorporated herein by this reference and made a part hereof and the Pricing Guide upon posting on CBC' website will be incorporated herein by this reference and made a part hereof. Such tariffs and/or Pricing Guide as are then in effect at the time of the Customer Order, are to be deemed binding upon all Service ordered by Customer, and, in the event such provisions are inconsistent with the terms of a Customer Order the terms set forth in the applicable tariff or the Price Guide shall control. This Agreement shall be governed by, and construed and enforced in accordance with, as applicable, (i) the Communications Act of 1934, as amended and (ii) the laws of the State of California, without regard to California's conflict of law principles

- 2.15 Default:** In addition to any other basis for suspension or termination of Service as set forth in this Agreement, each of the following events shall constitute an event of default:
- a) Except as otherwise indicated in Exhibit D for Dark Fiber Services, the failure of Customer to make any payment required pursuant to this Agreement hereof within thirty, (30) days of the date of invoice;
 - b) A court or governmental authority of competent jurisdiction shall enter an order appointing a custodian, receiver, trustee, intervener, or other officer with similar powers with respect to a party or with respect to any substantial part of its property, or constituting an order for relief or approving a petition in bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding up, or liquidation of either party, or if any such petition shall be filed against a party and shall not be dismissed within sixty (60) days thereafter.
 - c) The failure of a party to carry and maintain insurance in compliance with the provisions of any particular Exhibit;
 - d) The failure of a party to perform or observe any material covenant or agreement to be performed or observed by it hereunder, and such failure shall continue un-remedied for a period of thirty (30) days after written notice given to the defaulting party; provided, however, that where such failure cannot reasonably be cured within such 30-day period, if the defaulting party shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such breach shall be extended for such period of time as may be necessary to complete such curing up to a maximum cure period of sixty (60) days
 - e) The violation of the CBC Acceptable Use Policy.
- 2.16 Authority to Bind:** Each party represents to the other that it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action.
- 2.17 Entire Agreement:** This Agreement, and any Exhibits and Customer Orders attached hereto or to be attached hereto, and any documents incorporated by reference herein, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede any and all prior negotiations, understandings, and agreements with respect hereto, whether oral or written, and the terms of any purchase order issued in connection with this Agreement.
- 2.18 Order of Precedence:** In the event of a conflict between the terms and conditions of this Agreement and any Exhibit attached hereto, the terms and conditions of the Exhibit shall control, but only to the extent of any such conflict. In the event of a conflict between the terms and conditions of this Agreement, attached Exhibit, and/or any Customer Order attached hereto, the terms and conditions of the Customer Order shall control, but only to the extent of any such conflict.
- 2.19 Confidentiality:** The parties agree that they shall not publish, communicate, disclose or cause to be published, communicated, or disclosed in any manner whatsoever or to any person whatsoever, this Agreement and any related Customer Order, with the exception that the parties may disclose this Agreement and any related Customer Order as necessary to fulfill the terms and obligations set forth herein and to their respective attorneys, accountants, auditors, regulators or to comply with law. In addition, under federal law Customer has the right to, and CBC has the obligation to protect, the confidentiality of certain Customer Proprietary Network Information ("CPNI") such as the Services Customer is using, how Customer uses them and related billing information. In order to ensure that customer is able to benefit from additional telecommunications services provided by CBC and its affiliates Customer authorizes CBC and its affiliates to utilize Customer's CPNI for the purpose of providing the Customer with information on such additional telecommunications services. Customer understands that they may withhold such consent or withdraw this authorization at any time by notifying CBC in writing via the fax number provided in Section 6.1 of this Agreement, and that such withholding or withdrawal of consent will not affect the provision of any services to which the customer already subscribes but may result in customer no longer being able to benefit from additional telecommunications services provided by CBC or its affiliates.
- 2.20 Severability:** In the event any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.
- 2.21 Amendments:** This Agreement may be amended only by a written instrument executed by the parties.
- 2.22 Waiver:** No failure to exercise and no delay in exercising, on the part of either party hereto, any right, power, or privilege hereunder shall operate as a waiver thereof, except as expressly provided herein.
- 2.23 Relationship to Parties:** The parties hereto understand and agree that this Agreement does not create a joint venture or partnership between the parties and does not make CBC, on the one hand, and Customer on the other hand, an agent or legal representative of each other for any purpose whatsoever. No party hereto is granted by this Agreement any right or

authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of any other party hereto, or to bind any other party hereto in any manner whatsoever.

- 2.24 Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement is the joint work product of both parties and, in the event of ambiguity no presumption shall be imposed against any party by reason of document preparation.
- 2.25 Facsimile Signatures:** This Agreement may be executed and delivered by facsimile or other electronic means and upon such delivery the signature will be deemed to have the same effect as if the original signature had been delivered to both parties.

Survival: Sections 2.4, 2.6-2.10, 2.12-2.14, 2.16, 2.18 3.1-3.3, 4.1 and 4.4 shall survive termination or expiration of this Agreement.

3 ACCEPTABLE USE & CONTENT

- 3.1 Fraudulent Use of Services:** Customer is responsible for all charges attributable to Customer incurred respecting Service, even if incurred as the result of fraudulent or unauthorized use of Service by a representative, employee, contractor, agent or customer of the Customer or by any third party. Service is available for lawful use only. Notwithstanding any other provision hereof, CBC may discontinue Service in the event that it determines, in its sole reasonable discretion, that Service is being used for any fraudulent, unauthorized or unlawful purpose, that use of the Service violates CBC' AUP or the AUP of any of CBC' internet services providers, that Customer's use thereof is interfering with any other person, or that Customer shall have used, advertised, transmitted or otherwise made available any software program, product or service whose function violates the CBC AUP, including but not limited to, facilitating the sending of Unsolicited Commercial E-mail ("UCE", also known as SPAM).
- 3.2 Contents of Communications:** CBC shall have no liability or responsibility for the content of any communications transmitted via the Service, or for Customer's use thereof. To the extent the Service is used for access to the Internet, CBC provides Customer only with access to its backbone network that serves as a transmission conduit through which Customer may connect its data servers to the Internet. CBC does not operate, process or control the information, services, opinions or other content of the Customer's data servers or the information, services, opinions or other content of the Internet; nor does CBC engage in any protocol or information processing or conversion in connection therewith. Customer acknowledges that CBC is acting as a bandwidth intermediary providing transport to multiple internet access providers. Should any internet access provider elect to block Customer's address space or access to the intranet, such dispute does not constitute a breach by CBC of its obligations under this Agreement and the resolution of such disputes is the sole and exclusive responsibility of Customer. Customer shall defend, indemnify and hold CBC harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of Service. Customer agrees that it shall make no claim whatsoever against CBC relating to, a) the content of the Internet, or b) respecting any information, product, service or software ordered through or provided by virtue of the Internet, or c) the blocking of Customer's address space or Customer's access to the internet .
- 3.3 Acceptable Use Policy:** Except for Dark Fiber Services ordered pursuant to Exhibit D, to the extent the Service is used for access to the Internet, Customer agrees to be bound by and conform to the published CBC Acceptable Use Policy ("AUP"). In the event of Customer's breach of the CBC AUP, in addition to all other remedies available to it hereunder, at law or in equity, or under any applicable tariff, may suspend or terminate the provision of Service to Customer. Suspension of service due to Customer violation of the CBC AUP shall not in any way abrogate Customer's obligations under this Agreement. CBC may from time to time amend its Acceptable Use Policy. If Customer elects not to be bound by the published Acceptable Use Policy, Customer may terminate the Service and pay the termination charges set forth herein.

4 CUSTOMER OBLIGATIONS

- 4.1 Customer Obligations for CBC Supplied Equipment:** Customer provides and bears the cost for space and racks (needs to be bolted down) to house CBC Supplied electronic equipment, connector panels, splice boxes etc. ("CBC Supplied Equipment"). Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to operate the CBC Supplied Equipment and to maintain the proper environment for all CBC Supplied Equipment. In the event Customer fails to do so, Customer shall reimburse CBC for the actual cost of repairing or replacing any CBC Supplied Equipment damaged or destroyed as a result of Customer's failure.

Except as otherwise agreed, title to all CBC Supplied Equipment shall remain with CBC. CBC will provide and maintain the CBC Supplied Equipment in good working order. Customer shall not, and shall not permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise tamper with any CBC Supplied Equipment without the prior

written consent of CBC. The CBC Supplied Equipment shall not be used for any purpose other than that for which CBC provides them. Customer shall not take any action that causes the imposition of any lien or encumbrance on the CBC Supplied Equipment. In no event will CBC be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused or related to improper use or maintenance of the CBC Supplied Equipment by Customer or third parties provided access to the CBC Supplied Equipment by Customer in violation of this Agreement. Customer shall reimburse CBC for any damages incurred as a result thereof.

Customer agrees (which agreement shall survive the expiration, termination or cancellation of this Agreement or of any Customer Order) to allow CBC to remove the CBC Supplied Equipment from the Customer facility after termination, expiration or cancellation of the Service Term; or during the Service Term, for repair, replacement or otherwise as CBC may determine is necessary or desirable, but CBC will use commercially reasonable efforts to minimize disruptions to the Service caused thereby.

- 4.2 Customer Obligations for CBC Fiber Connection(s):** Customer is responsible for securing Building Entrance agreement(s) to permit CBC to construct a fiber connection from the CBC network to inside the Customer's facility or in the alternative where the CBC demarcation point is located outside of the Customer building, Customer is responsible for connectivity to the CBC demarcation point. Customer is responsible for the installation and all costs for the Inside Plant ("ISP") wiring from Customer's Premise Equipment ("CPE") to the CBC point of demarcation including all connections between the CBC Supplied Equipment to the defined point of interconnection. Customer will be responsible for any additional costs that may be incurred by CBC due to Customer delay in completing ISP work on time.
- 4.3 Customer Obligations for CBC Access to Customer's Facility:** As a condition to CBC's obligation to provide and maintain the Service hereunder, Customer shall provide CBC 24 X 7 X 365 access to the Customer facility to the extent reasonably determined by CBC for the installation, inspection and scheduled or emergency maintenance of CBC Supplied Equipment and/or CBC System. CBC shall notify Customer two (2) business days in advance of any regularly scheduled maintenance that will require access to the Customer facility. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions at the Customer facility. To facilitate CBC access for regular and emergency service, Customer shall provide CBC in Section 6.2 of this Agreement the contact name with telephone numbers where the contact can be reached by CBC on a 24 X 7 X 365 basis. It is the obligation of the Customer to keep this contact information up to date. CBC Supplied Equipment may be used to service other CBC customers.
- 4.4 Customer Obligations for Customer Supplied Equipment:** CBC may install certain Customer-provided communications equipment upon installation of Service, but CBC shall not be responsible for the operation or maintenance of any Customer-provided communication equipment. CBC undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to Customer's routers or other Customer-provided equipment used for access to or the exchange of traffic in connection with the Service.
- 4.5 Publicity and Logo Usage:** Customer grants to CBC at CBC's discretion: the ability to (a) identify the Customer as a Customer of CBC, (b) hyperlink from an appropriate area within CBC's web site to the Customer's home page; and (c) display the Customer's logo on the CBC web site (in accordance with the Customer's guidelines) for the use of such mark. This grant of permission is only valid while this agreement is active.
- 4.6 Non Solicitation:** During any Service Term under this Agreement and any subsequent renewal period, and for a period of two (2) years thereafter, each party agrees not to solicit, accept solicitation from, offer employment to or hire any employee of the other party or its affiliates. Each party further agrees not to solicit, accept solicitation from, offer employment to or hire any former employee of the other party or its affiliates who at the time of solicitation, offer or hire has not been severed from the employer party or its affiliates for a minimum of twelve (12) months. In the event of a breach of this provision by either party the non-breaching party may seek any and all remedies available at law and equity, including specific performance and injunctive relief, without need to post a bond or other security.

5 CBC OBLIGATIONS

- 5.1 General CBC Obligations:** CBC will provide a design of the overall network with agreement on interface type, point of Customer demarcation, equipment placement, and service arrangements (CIR, VLANs etc.).

CBC provides equipment as specified in the attached Exhibit(s). CBC will configure and provision all agreed to network service parameters. CBC will maintain in good working order the CBC System and all CBC Supplied Equipment to be in conformance with the specific Service Level Agreements (SLAs) for a particular Service as specified in the attached exhibits. In the event it is determined that any Service Outage or Customer alarm was caused by the act or omission of Customer, its agents, employees or contractors, then Customer shall pay CBC for its costs incurred in responding to such Service Outage or Customer alarm.

5.2 CBC Obligations as a Result of a Service Outage or SLA Violations: After receiving notification of the Service Outage or a SLA violation, CBC shall restore the Service on its failed system as follows:

(i) Electronic Restoration.

For Services other than Dark Fiber Services ordered pursuant to Exhibit D, in the event of an electronic failure, CBC shall use commercially reasonable efforts to restore Service to the affected electronics within four (4) hours of arrival of maintenance personnel on site.

(ii) CBC Fiber Network Restoration.

In the event of a failure of the CBC fiber optic network, CBC shall begin restoral within four (4) hours after CBC is notified about the fiber optic network outage.

(iii) Emergency Reconfiguration.

For Services other than Dark Fiber Services ordered pursuant to Exhibit D, if the Customer's network architecture and CPE has the capability to support route reconfiguration to maintain Service, CBC will provide reconfiguration if other means of restoral will not restore Service within the time frames stated in subparagraph (i) and (ii) above. Reconfiguration will begin one (1) hour after the need to reconfigure is determined. CBC shall maintain a twenty-four (24) hours a day, seven, (7) days a week point-of-contact for Customer to report to CBC system troubles.

5.3 Service Outage and SLA Violation Exclusions: All calculations of Service Outage or SLA Violation duration do not include periods of service interruption resulting in whole or in part from one or more the following causes:

- Any act or omission on the part of the Customer, its contractors, agents or vendors, including, but not limited to any violation of the CBC AUP, or any refusal to release the Service to CBC or its agents for maintenance, testing or repair, or any period in which CBC or its agents are not given access to the Service facility at the site(s) where the Customer's Service terminates.
- The Customer's applications, equipment, or facilities including any third party facilities or equipment .
- CBC or Customer-scheduled maintenance, or in the event Customer's Order includes third party facilities, the third party provider's scheduled maintenance.
- Labor strikes
- Force Majeure events as defined in this Agreement.
- Service Outages attributable to the installation of a new circuit.
- Failure or malfunction of third party circuits or alternate access arrangements.

5.4 Credit Allowances and Customer Remedies for Service Outages or SLA Violation: In the event that CBC is unable to restore a portion of the Service as required hereunder, or in the event of a Service Outage or a SLA Violation, Customer shall be entitled to a credit against the monthly recurring charges as specified in the attached Exhibits. The cumulative total of credits for a particular month will not exceed 100% of the total MRC for the impacted Service(s) for the particular month in which the Service Outage or SLA Violation occurs.

A Service Outage or a SLA Violation begins when CBC is notified or becomes aware of the Service Outage or SLA Violation, whichever occurs first. A Service Outage or a SLA Violation ends when the affected line and/or associated CBC Supplied Equipment is operational, subtracting any delay time associated with CBC or its agent's inability to access the equipment and/or CBC System at the Customer's site. If the Customer reports Services or a circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a Service Outage or a SLA Violation.

(A) Credit Allowances do not apply to Service Outages and SLA Violations caused by:

- i. The acts or omissions of Customer and/or end user or its agents including, but not limited to, any violation of the CBC AUP

- ii. Failure of power
 - iii. Failure or malfunction of non-CBC equipment or systems, third party circuits or alternate access arrangements.
 - iv. Circumstances or causes beyond the control of CBC or its agents;
 - v. During any period in which CBC or its agents are not given access to the Service facility at the Customer site(s) where the CBC Service terminates;
 - vi. A planned service outage, unscheduled emergency maintenance or scheduled maintenance by CBC or any third party facility provider (alteration or implementation as described herein).
- (B) Customer must request a Credit Allowance for a Service Outage and/or a SLA Violation within thirty, (30) days after the Service Outage or SLA Violation occurs or any claim for a Credit Allowance is waived. Unless otherwise specifically stated, Service Outages and SLA Violations are not aggregated for purposes of determining the Credit Allowance.
- (C) Service Outage and SLA Violation Credit Allowances are calculated according to the Exhibit for the particular Service.

5.5 Maintain Insurance:

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

5.6 REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

5.7 STATUS OF CONTRACTOR.

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

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

6 NOTICES, MAINTENANCE CONTACT AND SIGNATURES

6.1 Notices: All notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to CBC:

California Broadband Cooperative, Inc.
 1101 Nimitz Avenue
 Vallejo, CA 94592
 Attn: Chief Executive Officer

If to Customer:

Customer Name: Mono County IT
Address 1: PO Box 556
Address 2:
City, State: Bridgeport, CA Zip Code: 93517
Attention: Title: Digital 395 Coordinator
Attention Name: Nate Greenberg
Fax: 760-932-5506

Invoices shall be delivered to Customer at:

Customer Name: Mono County
Address 1: PO Box 556
Address 2:
City, State: Bridgeport, CA Zip Code: 93517
Attention: Title: Auditors Office
Attention Name

Or at such other address as may be designated in writing to the other party. Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service, and shall be deemed delivered: if sent by U.S. Mail, three (3) days after deposit; or, if sent by commercial overnight delivery service, one (1) business day after deposit.

6.2 Maintenance Contact: As specified in Section 4.3, to facilitate CBC access to Customer facilities on a 24X7X365 basis Customer has designated the following individual as its point of contact for all communications relating to scheduled and emergency maintenance:

Contact Name: Kirk Hartstrom
Phone Number: 760-932-5500
Cell Phone Number: 760-965-9438

E-Mail Address: kdhartstrom@mono.ca.gov

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Name:

Jim Ladd

Title:

CAO

Company:

MONO COUNTY

Date:

6/19/13

Name: **Robert Volker**

Title: **CEO**

Company: **California Broadband Cooperative, Inc.**

Date:



MSA for Telecommunications Services Exhibit B CBC Internet Access Services

1 Service Definition

1.1 CBC Internet Access Service will provide a connection with a Bandwidth Profile, Committed Information Rate (CIR) from 1 Mb to 1,000 Mb to the Internet backbone. Each circuit will have a total Bandwidth Profile, which indicates its maximum data throughput. Customer may request a change to the Bandwidth Profile at any time provided it does not exceed the physical line rate of the port on which the circuit is provisioned (e.g. Customer could not have a 150 Mbps Bandwidth Profile on a circuit delivered via 10/100BaseT connection).

1.2 CBC Ethernet Internet Access (EIA) and T1 Internet Access Services are defined as follows:

Ethernet Internet Access Service (EIA): Available at any CIR from 3 Mb to 1,000 Mb. Internet access at a specified bandwidth is offered to the Customer in mutually agreeable increments. Handoff to the Customer for EIA Service is with a mutually agreed to native Ethernet Interface. EIA service is offered by CBC at any CBC On-Net location (With and Without Transport) and/or an Off-Net location established by CBC utilizing Type II access circuits. EIA Service includes management of one Customer Domain Name. Customer is assigned one (1) to eight (8) IP Addresses.

EIA has two different service options: **Standard** and **Burstable**:

EIA Standard Service is offered with Service Level Agreements that cover Committed Information Rate, Layer 2 and Layer 3 Latency, Jitter and Packet Loss. There are different sets of Service Levels for Latency, Jitter and Packet Loss depending on if service is delivered On-Net versus Off-Net with Type II access facilities.

Burstable EIA Service provides an EIA Service with a Committed Information Rate (CIR) and offers the opportunity to use additional bandwidth beyond the CIR. Customer may burst their usage at any time provided it does not exceed the contracted Peak Information Rate (PIR) and the physical line rate of the port on which the circuit is provisioned (e.g. Customer cannot burst beyond 100 Mb on a circuit delivered via 10/100BaseT connection). Service is "Best Effort" for bandwidth above the agreed to CIR. CBC will measure bandwidth usage, in five minute intervals, for each point of connection between the customer and the CBC Network in two categories: incoming and outgoing. At the end of each month, all data samples in each category will be sorted from highest to lowest and the top five percent (5%) of measurements will be discarded. The category with the lowest value at the ninety-five percent (95%) will be discarded. The remaining data sample will then be used for billing purposes. The bandwidth at 95% is then subtracted from the CIR. The difference in bandwidth is the amount billed for the month at the Burstable per Mb IP rate. Burstable Bandwidth is Best Effort. The service up to the CIR is offered with Service Levels that cover Committed Information Rate, Layer 2 and Layer 3 Latency, Jitter and Packet Loss..

T1 Internet Access Service: T1 Internet Access Service provides a CIR of 1.544 Mb delivered over a single DS1 circuit. Handoff to the customer is with a single DS1 connection. Customer may optionally procure from CBC equipment that will convert the handoff to a Native Ethernet Interface. T1 Internet Access Service is offered with Service Levels that cover Committed Information Rate, Layer 2 and Layer 3 Latency, Jitter and Packet Loss. T1 Internet Access Service includes management of one Customer Domain Name. Customer is assigned one (1) to eight (8) IP Addresses.

Optional Internet Access Services: Customer may purchase the following optional services from CBC:

- **DNS Management:** Management of additional Customer Domain Names
- **Email Services:** Provision of E-mail service with user mailboxes; including anti-SPAM and virus checking services and additional-mail storage capacity.
- **Additional IP Addresses:** Assignment of additional IP addresses
- **BGP Peering:** Border Gateway Protocol peering services per the CBC BGP Policy detailed in section 1.6 of this Exhibit.
- **Web Hosting Services**

- 1.3 All of the above service types described in Section 1.2 are referred herein as "Service[s]".
- 1.4 Customer and CBC will execute a separate Customer Order as an attachment to Exhibit B for every separate Service to be ordered by the Customer.
- 1.5 The IP Addressees assigned to the Customer remain the property of CBC and are for use by the customer during the term of the applicable Service. At the conclusion of the Service the IP Addresses may be reassigned by CBC at CBC's sole discretion.
- 1.6 In order to establish a BGP peering session with CBC, Customer must meet the following requirements
- Customer must be multi-homed (two or more Internet connections)
 - Customer must have an autonomous system number (ASN).
 - Customer's router must support BGP4.
 - Customer must work with CBC in advance of the service implementation to determine if the customer will receive a default route to the Internet, partial or full Internet routes which are both provided by CBC Internet Access suppliers.
 - If Customer is to receive partial or full Internet routes from CBC, Customer router must be capable and configured to contain these additional routes and the associated overhead.
 - Customer must provide CBC (using associated CBC forms) with all the net-blocks Customer wishes to announce to the Internet.
 - Customer should include outbound route filtering as part of their configuration, to help prevent improper route announcements.
 - Customer requesting a change from their currently configured routing protocol, bandwidth and future adds/moves/changes require an "EIA Customer Configuration Change Request Form" to be completed.

2 Customer Remedy for Chronic Internet Access Service Outage

If three (3) or more Service Outages in excess of thirty (30) minutes occur in a contiguous forty-five (45) day period, and the cause of the Service Outage is determined to be in CBC' fiber optic network or CBC Supplied Equipment, such Service will be deemed a Chronic Trouble Service. Customer may, with thirty (30) day notice disconnect the affected Circuit, as described in this Exhibit without incurring Termination Charges.

3 CBC SLAs and Service Outage Credits for Internet Access Service Outages

The following table details the Service Level Agreements for Internet Access Service:

Service Level Agreement	SLA Value
Service Availability with Single Fiber Optic Lateral or "Collapsed" Dual Fiber Optic Lateral	99.99%
Service Availability with Diverse Dual Fiber Optic Lateral	99.999%
Layer 2 Packet Loss	Less than 1%
Layer 2 Latency One-Way	Less than 20 msec
Layer 2 Jitter One-Way	Less than 10 msec
Layer 3 Service SLAs, Average for Round Trip Latency for North America (excluding Mexico)	Less than 60 msec
Mean Time-To-Repair	4 Hours

Per the terms specified in Paragraph 5.4 of **Master Services Agreement for the Delivery of Telecommunications and Information Services**, the Service Outage Credit per Internet Access Service Circuit is calculated according to following table.

Outage Credit for Service Exclusively Utilizing CBC Owned Fiber Facilities with a Single Fiber Optic Lateral or “Collapsed” Dual Fiber Optic Lateral

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	2% of CBC monthly recurring charge for the circuit
Each 2 Hour period above 1 Hour	An additional 3% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month

Outage Credit for Service Exclusively Utilizing CBC Owned Fiber Facilities with Diverse Fiber Optic Lateral

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	2.5% of CBC monthly recurring charge for the circuit
Each 2 Hour period above 1 Hour	An additional 3.5% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month

Credit for Packet Loss and Jitter: If the actual monthly average packet delivery on the CBC Internet Access Service fails to meet the SLA for Layer 2 Packet Loss and Layer 2 Jitter, CBC will credit the Customer five per cent (5%) of the monthly recurring charge for the applicable month for the affected service.

4 Outage Credits for Internet Access Services Utilizing Third Party Facilities:

To the extent the Customer’s Order includes the use of third party facilities, Customer acknowledges that CBC is purchasing such facilities, on Customer’s behalf, from a third party provider. None-the-less CBC will diligently work with Customer and the third party provider to minimize the impact of any service outage on customer and, to the extent within the control of CBC. CBC’ NOC will provide status updates to Customer as and when received from the third party provider.

Service Outage Duration	Credit per Circuit
All Outages	CBC shall pass through to Customer a proportionate share of any Outage Credits CBC receives from the Third Party Facilities provider.


5 Maintenance of Third Party Facilities

To the extent that the Customer’s Order includes the use of facilities from a third party supplier, the Customer acknowledges that maintenance of such facilities is solely the responsibility of the third party supplier and that CBC will provide such maintenance notice as it receives, if at all, from the underlying third party supplier. Customer shall not be entitled to any Outage Credits for any outage resulting from such third party maintenance.

6 Facsimile Signatures

This Exhibit and all subsequent Orders may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to both parties.

7 Customer Signature and CBC Acceptance


By: _____
Title: CAO
Company: Plumas County
Dated: 6/19/13

BY: Robert Volker
Title: CEO
Company: California Broadband Cooperative, Inc.
Dated:



MSA for Telecommunications and Information Services

Exhibit F

Point to Point

1 Service Definition

1.1 General Service Definition

Inter-City Private Line Service (the "Service") provides Point-to-Point connectivity between city pairs (for example, Las Vegas – Salt Lake City) on the CBC Network. Service is available with either native Ethernet or TDM based transport. Availability will be confirmed with Customer at the time of order.

Customer will execute a separate Customer Order as an attachment to Exhibit G for every separate Service to be ordered by the Customer.

The Service is further subdivided between "POP-to-POP", "POP-to-Premise" and "Premise-to-Premise" Service categories. Customer's agreement with the selection between these three options shall be indicated on the Customer Order Form.

POP-to-POP service is defined as intercity transport between two CBC POPs. Hand-off between CBC and the Customer is at the demarcation point agreeable to CBC within the facilities housing the CBC POPs. The Customer is responsible for establishing both interconnections and all third parties cross-connect fees for the interconnection.

POP-to-Premise service is defined as intercity transport between one CBC POP in one city, and a location either On-Net or Off-Net to the CBC metropolitan network in the second city. Hand-off between CBC and the Customer is at a demarcation point agreeable to CBC within the facilities housing the CBC POP. The Customer is responsible for establishing the interconnection and all third parties cross-connect fees for the interconnection. Hand-off at the Premise location is defined by CBC in the Customer Order.

Premise to Premise service is defined as intercity transport between two locations either On-Net or Off-Net to the CBC metropolitan network in both cities. Hand-off at the Premise location is defined by CBC in the Customer Order.

If the local loop access at both ends of the circuit to the Customer's interface point is supplied by CBC on an CBC Owned Metro Fiber Network, the Service will be classified as "On-Net." "Off-Net" incorporates one or more local loop connections from the Customer's interface points to an CBC POP over facilities not owned by CBC. Availability of "Off-Net" service is dependent upon availability of local access circuits from third party suppliers, which can or cannot be obtained by CBC. Where "Off-Net" access is requested from CBC over leased local access circuits, CBC selects the third party supplier. Due to the nature of various Type II access circuits there are SLA and service differences when at least one portion of the circuit is established with a Type II access circuit. In the event Customer specifies a local access supplier not approved by CBC, the Latency and "Off-Net" SLA Credits specified in Section 3 are not applicable.

1.2 Ethernet Transport Service Definitions

Ethernet Private Line Service (EPL) is a dedicated data service that interconnects two locations. Connections at each end location are made using a native Ethernet interface with a set Committed Information Rate (CIR). The EPL service configuration provides the Customer with a logical point-to-point connection between two Customer locations, using a physical connection to the CBC network. EPL Service is Route Protected across the entire circuit. Port Protection for EPL service is available on an individual case basis. Inter-City EPL Service is available at a CIR of 10 Mb or 100 Mb. EPL service is only available when the entire circuit is On-Net with CBC.

Ethernet Virtual Private Line Service (EVPL) is an optically switched data service that interconnects two locations. Connections at each end location are made using a native Ethernet interface with a set Committed Information Rate (CIR) of 10 Mb or 100 Mb. The EVPL service configuration provides the Customer with either a logical point-to-point, or point-to-multipoint connection between two or more Customer locations using a physical connection to the CBC network and a switched connection through the CBC Network. EVPL service is offered by CBC for either a POP-to-Premise or a Premise-to-Premise configuration. Inter-City EVPL Service is available at a CIR of 10 Mb or 100 Mb. Route protection and Port Protection for EVPL service is offered on an individual case basis.

1.3 TDM Transport Service Definitions

TDM Private Line Service is a point-to-point private line service which provides the Customer with the transmission of synchronous serial data. Transport circuits are available at speeds of DS1, DS3 and OC-3. TDM Service is available without and with Route Protection, and Protected and Un-Protected Data Channel/Client Side configuration options.

2 Customer Remedy for Chronic Optical Carrier Private Line Service Outage

If three (3) or more Service Outages in excess of thirty (30) minutes occur in a contiguous forty-five (45) day period, and the cause of the Service Outage is determined to be in CBC' fiber optic network or CBC Supplied Equipment, such Service will be deemed a Chronic Trouble Service. Customer may, with thirty (30) day notice, disconnect the affected Circuit, as described in this Exhibit without incurring Termination Charges.

3 Customer Service Outage Credits for Inter-City Transport Service Outages

3.1 POP-to-POP Intercity Transport Service SLAs

The following table details the Service Level Agreement ("SLA") for POP-to-POP Intercity Transport Service:

Service Level Agreement	SLA Value
Service Availability for POP-to-POP Service	99.999%
Service Availability with Diverse Dual Fiber Optic Laterals to CBC On-Net Premise Location(s)	99.999%
Service Availability with Single Fiber Optic Lateral or "Collapsed" Dual Fiber Optic Lateral to One or Both CBC On-Net Premise Locations	99.99%
Service Availability with CBC Off-Net Premise Location	99.9%
Mean Time-To-Repair	4 Hours

3.2 POP-to-POP Intercity Transport Service Latency SLA Credit

If the actual monthly average latency on the CBC Inter-City Service fails to meet the agreed to SLA for Latency, CBC will credit the Customer five per cent (5%) of the applicable Circuit Charge for the applicable month for the affected circuit(s).

3.3 POP-to-POP Intercity Transport Service Outage SLA Credit

Outage Credit for POP-to-POP Service, and POP-to-Premise and Premise-to-Premise Services with Diverse Entrance Fiber Optic Laterals.

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	3.5% of CBC monthly recurring charge for the circuit.
Each 2 Hour period above 1 Hour	An additional 4% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month.

Outage Credit for POP-to-Premise and Premise-to-Premise Services with a Single Fiber Optic Lateral or a "Collapsed" Entrance Fiber Optic Laterals

Service Outage Duration	Credit per Circuit
15 Minutes or Less	None
Between 15 Minutes and 1 Hour	3% of CBC monthly recurring charge for the circuit.
Each 2 Hour period above 1 Hour	An additional 3.5% of the CBC monthly recurring charge for the circuit, capped at 75% of the CBC monthly recurring charge for any single Service Outage and cumulatively 100% of the CBC monthly recurring charge for all Service Outages to that same circuit in any month.

Outage Credit for POP-to-Premise or Premise-to-Premise Service with an CBC Off-Net Premise Location Utilizing Third Party Facilities Provided by CBC to serve one or both Premise Locations

To the extent the Customer's Order includes the use of third party facilities, Customer acknowledges that CBC is purchasing such facilities, on Customer's behalf, from a third party provider. None-the-less CBC will diligently work with Customer and the third party provider to minimize the impact of any service outage on customer and, to the extent within the control of CBC, CBC' NOC will provide status updates to Customer as and when received from the third party provider.

Service Outage Duration	Credit per Circuit
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Service Outage Duration	Credit per Circuit
All Outages	CBC shall pass through to Customer a proportionate share of any Outage Credits CBC receives from the Third Party Facilities provider.


4 Maintenance of Third Party Facilities

To the extent that the Customer's Order includes the use of facilities from a third party supplier, the Customer acknowledges that maintenance of such facilities is solely the responsibility of the third party supplier and that CBC will provide such maintenance notice as it receives, if at all, from the underlying third party supplier. Customer shall not be entitled to any Outage Credits for any outage resulting from such third party maintenance.

5 Facsimile Signatures

This Exhibit and all subsequent Orders may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to both parties.

6 Customer Signature and CBC Acceptance


 By: _____
 Title: CAO
 Company: Plano County
 Dated: 6/19/13

 BY: Robert Volker
 Title: CEO
 Company: California Broadband Cooperative, Inc.
 Dated:



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Human Resources

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Dave Butters

SUBJECT Employment Agreement for Project Manager

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Pam Smitheman as Public Works Project Manager, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R18-____, Approving a contract with Pam Smitheman as Public Works Project Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost for this position for the remainder of FY 2018-2019 (September 10, 2018 through June 30, 2019) is approximately \$117,803 of which \$64,916 is salary, and \$52,887 is the cost of the benefits and was included in the approved budget.

CONTACT NAME: Dave Butters

PHONE/EMAIL: 760 932-5413 / dbutters@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution Employment Contract Project Manager
<input type="checkbox"/> Employment Agreement - Project Manager

History

Time	Who	Approval
9/7/2018 11:05 AM	County Administrative Office	Yes
9/7/2018 10:06 AM	County Counsel	Yes
9/7/2018 8:16 AM	Finance	Yes



County of Mono

County Administrative Office

Leslie L. Chapman
County Administrative Officer

Tony Dublino
Assistant County Administrative Officer

Dave Butters
Human Resources Director

Jay Sloane
Risk Manager

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: September 10, 2018

Subject: Employment Agreement for Pam Smitheman as Public Works Project Manager

Recommendation:

Approve the Employment Agreement for Pam Smitheman as Project Manager in Public Works Department for a term of 3 years. Announce fiscal impact.

Background: Pam Smitheman was selected as the successful candidate in an open recruitment process with several qualified applicants. Pam has a degree in mechanical engineering. She has several years' experience as a project manager in the construction industry and has most recently worked for Mammoth Community Water District as a Mechanical Maintenance Worker.

Fiscal Impact:

The cost for this position for the remainder of FY 2018-2019 (September 10, 2018 through June 30, 2019) is approximately \$117,803 of which \$64,916 is salary, and \$52,887 is the cost of the benefits and was included in the approved budget.



R18-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING THE EMPLOYMENT AGREEMENT OF
PAM SMITHEMAN**

WHEREAS, The Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the Employment Agreement of Pam Smitheman, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Ms. Smitheman. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2018, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

AGREEMENT EMPLOYMENT OF PAM SMITHEMAN

This Agreement is entered into effective as of the 10th day of September 2018, by and between Pam Smitheman and the County of Mono.

I. RECITALS

The County wishes to employ Ms. Smitheman as the Project Manager on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Smitheman wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be September 10, 2018, until September 9, 2021, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Smitheman in writing no later than March 9, 2021, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Smitheman shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Ms. Smitheman that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Smitheman as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years, commencing on the date of its expiration, on the same terms in effect at the time of renewal.
2. Commencing September 10, 2018, Ms. Smitheman shall be employed by Mono County as Project Manager, serving at the will and pleasure of the Public Works Director in accordance with the terms and conditions of this Agreement. Ms. Smitheman accepts such employment. The Public Works Director shall be deemed the "appointing authority" for all purposes with respect to Ms. Smitheman's employment.
3. Effective September 10, 2018, Ms. Smitheman's salary shall be \$6,658 per month. The Board may unilaterally increase Ms. Smitheman's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect to Ms. Smitheman's salary. During such negotiations, the County shall consider and discuss the

issue of increased compensation with Ms. Smitheman in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Ms. Smitheman shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, based on the current understanding that her employment is exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act (FLSA), she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. The prorated amount of merit leave for the remainder of calendar year 2018 is 25 hours. Ms. Smitheman understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost, and is not available to employees determined to be entitled to overtime under the FLSA.
5. To the extent deemed appropriate by the Public Works Director, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Smitheman's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Smitheman shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits applicable to PERS members whose membership preceded the passage of the Public Employees' Pension Reform Act of 2013 (PEPRA) (currently 2.0% at 62), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Smitheman understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of

any absence, upon her proper use of any accrued leave. Should Ms. Smitheman cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Smitheman's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

8. Consistent with the "at will" nature of Ms. Smitheman's employment, the Public Works Director may terminate Pam Smitheman's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Smitheman understands and acknowledges that as an "at will" employee, she will not have permanent status, nor will her employment be governed by the County Personnel System, except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Public Works Director may, in his or her discretion, take during Ms. Smitheman's employment.
9. On or before the effective date of any such termination without cause, Ms. Smitheman shall receive as severance pay a lump sum equal to six months salary or to the extent that fewer than six full calendar months remain (as of its effective date) before this Agreement would have expired, Ms. Smitheman shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Smitheman shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Smitheman that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Ms. Smitheman shall not be entitled to any severance pay in the event that the Public Works Director has grounds to discipline her on or about the time she gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in the Mono County Personnel Rules or any successor provision, as the same may be amended from time to time. Ms. Smitheman shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Smitheman may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Smitheman shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Pam Smitheman. Consistent with Ms. Smitheman's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Smitheman may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Smitheman date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Smitheman's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Smitheman's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 Ms. Smitheman shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Smitheman is convicted of a crime involving abuse of office or position.

14. Ms. Smitheman acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Smitheman further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of September 10, 2018.

EMPLOYEE

THE COUNTY OF MONO

By: Pam Smitheman

By: Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Finance

TIME REQUIRED 15 minutes (5 minute presentation;
10 minute discussion) **PERSONS APPEARING** Gerald Frank

SUBJECT Mono County Statement of Investment Policy **BEFORE THE BOARD**

AGENDA DESCRIPTION:

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

Present updated Mono County Statement of Investment Policy. This policy, as proposed, includes the following four amendments: reference to Government Code Section 53635.2, limits definition of callable securities and their purchase to 30% of the portfolio, addresses the investment of proceeds from bonds issued by participants, and adds notification procedures for large unanticipated withdrawals.

RECOMMENDED ACTION:

Approve the Mono County Statement of Investment Policy, as presented or amended.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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<input type="checkbox"/> Staff report
<input type="checkbox"/> 2018 Revised Investment Policy

History

Time	Who	Approval
9/6/2018 1:59 PM	County Administrative Office	Yes

9/6/2018 10:40 AM

County Counsel

Yes

9/6/2018 1:08 PM

Finance

Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM
Finance Director

Stephanie Butters
Assistant Finance Director
Auditor-Controller

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

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

Date: September 11, 2018
To: Honorable Board of Supervisors
From: Finance: Janet Dutcher, Gerald Frank

Subject:

Amended Mono County Statement of Investment Policy

Actions Requested:

1. Approve the Mono County Statement of Investment Policy as presented or amended.

Background:

Statement of Investment Policy

The existing Statement of Investment Policy is compiled by using reference materials from the prior investment policy, the Government Finance Officers Association Best Practices and sample policy, and portions of various Counties' policies. The California Debt and Investment Advisory Commission's publication "Local Agency Investment Guidelines," which can be found at <http://www.treasurer.ca.gov/cdiac/laig/guideline.pdf>, was also referenced.

Government Code section 27133 states, "In any county that establishes a county treasury oversight committee pursuant to this article, the county treasurer shall annually prepare an investment policy that will be reviewed and monitored by the county treasury oversight committee."

The attached Statement of Investment Policy as presented is the existing policy with four changes. Except the first change which County Counsel recommends, the Treasury Oversight Committee reviewed and approved the remaining three changes for submittal to the Board of Supervisors. Two of the proposed changes are to assist with the handling of large Bond Proceeds. The content changes (noted in blue in the attached Investment Policy Document) include:

- Section II. – Added "specified" and "and which is made applicable to counties by Government Code §53635.2."
- Section IX.2.ii – Changed the securities type from all to Agency Bonds and Certificates of deposits. The maximum percentage of callable securities was lowered from 35% to 30%.
- Section XII. – Added "Investing of Bond Proceeds" paragraph.
- Section XIII.1. – Added "Regular Operations" to Withdrawal Requests.

Fiscal Impact:

None

MONO COUNTY STATEMENT OF INVESTMENT POLICY



September 11, 2018

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COUNTY OF MONO INVESTMENT POLICY

I. Introduction

The intent of the Investment Policy of the County of Mono is to define the parameters within which funds are to be managed. In methods, procedures, and practices, the policy formalizes the framework for the County's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the County's funds. The guidelines are intended to be broad enough to allow the Director of Finance to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

II. Governing Authority

The investment program shall be operated in conformance with Government Code §53601, et seq. which provides legal authorization for the investment and deposit of funds of [specified](#) local agencies [and which is made applicable to counties by Government Code §53635.2](#).

III. Scope

The policy applies to activities of the County with regard to investing the financial assets of all funds. In addition, funds held by trustees or fiscal agents are excluded from these rules; however, all funds are subject to regulations established by the State of California.

Note that any excluded funds such as the Other Post Employment Benefit Trust Fund are covered by separate policies.

Except for funds in certain restricted and special funds, the County commingles its funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

IV. General Objectives

The primary objectives, in priority order, of investment activities shall be:

1. **Safety** – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal will be to mitigate the credit risk and interest rate risk.
2. **Liquidity** – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. **Yield** – The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints of safety and liquidity needs.

V. Standards of Care

1. **Prudence** – The standard to be used by the Director of Finance/Investment Officer shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. The Finance Director acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal liability for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The “prudent person” standard states that,

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

2. **Ethics and Conflicts of Interest** – Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the County.
3. **Delegation of Authority and Responsibilities Governing Body** – The Board of Supervisors (Board) will retain ultimate fiduciary responsibility for the portfolio. The Board will receive monthly and quarterly reports, designate investment officers and annually review the investment policy making any necessary changes by adoption.

Delegation of Authority – Pursuant to Government Code §53607, authority to invest or reinvest, or to sell or exchange securities so purchased, may be delegated for a one-year period; thereafter, the County Finance Director shall assume full responsibility for those transactions until the delegation of authority is revoked or expires.

Responsibility for the operation of the investment program shall be delegated by ordinance pursuant to Government Code §27000.1 to the Finance Director until the Board of Supervisors revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation. The Finance Director shall act in accordance with established, written procedures and internal controls for the operation of the investment program consistent with this Investment Policy.

All participants in the investment process shall seek to act responsibly as custodians of the public trust.

Treasury Oversight Committee – A County Treasury Oversight Committee has been established in accordance with §27130 et seq. of the Government Code to promote public interest by involving depositors in the management of their funds. The Treasury Oversight Committee shall:

- A. Review and monitor the Investment Policy,
- B. Annually review the investments made by the County Treasury,

- C. Cause an annual audit to be conducted to determine the County Treasury's compliance with Government Code §27130 et seq., and
- D. Meet on other matters as necessary.

By statute, the County Treasury Oversight Committee has no authority to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or to impinge on the day-to-day operations of the County Treasury.

Committee members may not accept any honoraria, gifts or gratuities from advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business, which are more than the limits imposed by State Law, or by the Fair Political Practices Commission.

Investment Advisor – The County may engage the services of one or more external investment managers to assist in the management of the entity's investment portfolio in a manner consistent with the entity's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. Authorized Financial Institutions, Depositories and Broker/Dealers

1. Financial institutions and depositories authorized to provide investment services and security broker/dealers will be selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include "primary" dealers or regional dealers that qualify under both Government Code §53601.5 and Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).
2. All financial institutions and broker/dealers who desire to become qualified for investment transactions shall meet the requirements of Government Code §53601.5 and, in addition, must supply the following as deemed appropriate by the Finance Director.
 - A. Audited financial statements demonstrating compliance with the state and federal capital adequacy guidelines.
 - B. Proof of Financial Industry Regulation Authority (FINRA) certification (not applicable to Certificate of Deposit counterparties).
 - C. Proof of California state registration.
 - D. Certification of having read and understood and agreeing to comply with the County's investment policy.
 - E. Evidence of adequate insurance coverage meeting any applicable requirements of State law and otherwise deemed adequate by the Finance Director.
3. An annual review of the financial condition and registration of all qualified financial institutions and broker/dealers will be conducted by the Finance Director.

VII. Safekeeping and Custody

1. **Delivery vs. Payment** – All trades, where applicable, will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.
2. **Safekeeping** – Pursuant to Government Code §53608, the Board delegates to the Finance Director its authority to deposit securities for safekeeping. Securities will be held by a third-

party custodian meeting the requirements of Government Code §53608 or other applicable law and selected by the Finance Director. The safekeeping institution shall annually provide a copy of their most recent report on internal controls (Statement of Auditing Standards No. 70)

3. **Internal Controls** – The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the County are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of the control should not exceed the benefits likely to be derived and that the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:
 - A. Control of collusion,
 - B. Separation of transaction authority from accounting and recordkeeping,
 - C. Custodial safekeeping,
 - D. Avoidance of physical delivery securities,
 - E. Clear delegation of authority to subordinate staff members,
 - F. Written confirmation of transactions for investments and wire transfers,
 - G. Dual authorization of wire transfers,
 - H. Development of a wire transfer agreement with the lead bank and third-party custodian,
 - I. Staff training, and
 - J. Review, maintenance and monitoring of security procedures both manual and automated.

VIII. **Authorized Investments**

1. **Investment Types** – All investments shall be made in accordance with §53600 et seq. of the California Government Code and as described within this Investment Policy and summarized in Appendix A. Permitted investments under this policy shall include:
 - A. **United States Treasury notes, bonds bills, or certificates of indebtedness**, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. §53601(b)
There is no limitation as to the percentage of the portfolio that can be invested in this category.
 - B. **Federal Agency or United States Government-Sponsored Enterprise Obligations, Participations, or other Instruments**, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises §53601(f) such as Fannie Mae and Freddie Mac.
There is no limitation as to the percentage of the portfolio that can be invested in this category.
 - C. **State of California Notes & Bonds** registered state warrants or treasury notes of California including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

There is no limitation as to the percentage of the portfolio that can be invested in this category.

- D. **Notes and Bonds of Other 49 States** registered treasury notes or bonds of any of the other 49 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of that state.

There is no limitation as to the percentage of the portfolio that can be invested in this category.

- E. **Negotiable Certificates of Deposit (NCDs)** issued by a nationally or state chartered bank, a state or federal savings and loan association, a State or federal credit union or by a state-licensed branch of a foreign bank.

No more than 30% of the portfolio may be invested in NCDs

- F. **Banker's acceptances**, otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank.

May not exceed 180 days to maturity or be more than 40% of the market value of the portfolio and no more than 30% of the County's moneys may be invested in banker's acceptances in the same bank.

- G. **Commercial paper** of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO) such as Standard & Poor's or Moody's.

Must have a maximum maturity of 270 days or less, no more than 40% of the portfolio may be invested in eligible commercial paper and no more than 10% may be invested in any one issuer's commercial paper.

- H. **Medium-term notes** include corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States and rated "A" or better by an NRSRO.

May not exceed 30% of the portfolio may be invested in medium-term notes.

- I. **Reverse repurchase agreements** whose underlying purchased securities consist of the aforementioned instruments, subject to all the conditions set forth in Government Code §53601(j)(3).

May not exceed 20% of the base value of the portfolio and no agreement may exceed 92 days.

- J. **Money market mutual funds** – shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment company Act of 1940 (15 U.S.C. §80a-1 et sec.

No more than 20% of the portfolio may be invested in money market funds.

- K. **Local Agency Investment Fund** – established by the State Treasurer for the benefit of local agencies.

No more than \$65 million may be invested in LAIF (LAIF rules)

- L. **California Asset Management Program (CAMP)**. Shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code

of the State of California which invests exclusively in investments permitted by §53601 of the Government Code as it may be amended.

No more than 20% of the portfolio may be invested in the California Asset Management Program

M. **Commercial or Savings Bank, Savings and Loan or Credit Union** may be used to invest surplus funds up to 30% of the portfolio pursuant to §§53601.8 and 53635.8 of the Government Code.

No more than 10% can be invested in any one institution.

N. **Bonds, notes, warrants or other evidences of indebtedness** of a local agency within the State of California, including local agencies formed within Mono County.

May not exceed 5 years to maturity. All investments with local agencies formed within Mono County must be pre-approved by the Board of Supervisors.

O. **Supranationals** – United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States and rated AA or better by an NRSRO.

No more than 30% may be invested in supranationals

2. **Collateralization** – Where allowed by state law, full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit. Repurchase agreements will be collateralized at 102 percent.

IX. Investment Parameters

1. **Mitigating Credit Risk in the portfolio** – Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The County shall mitigate credit risk by adopting the following:

Diversification – The investments will be diversified by

- i. Limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
- ii. Limiting investment in securities that have higher credit risks,
- iii. Investing in securities with varying maturities, and
- iv. Continuously investing a portion of the portfolio in readily available funds such as local government investment pools, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time subsequent to the purchase of a particular issuer or investment type. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

2. *Mitigating Market Risk in the portfolio* – Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The County recognizes that, over time, longer-term/core portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The County shall mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The County further recognizes that certain types of securities, including variable rate securities, securities with principal pay downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The County, therefore, adopts the following strategies to control and mitigate market risk:

- i. The County shall maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements,
- ii. The maximum percentage of [callable Agency Bonds or Certificate of Deposits](#) in the portfolio shall be 30%,
- iii. The maximum stated final maturity of individual securities in the portfolio shall be five years, except as otherwise stated in this policy,
- iv. Liquidity funds will be held in LAIF, CAMP or money market instruments maturing one year and shorter,
- v. Longer term/Core funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between 1 day and 5 years and will be only invested in higher quality and liquid securities.
- vi. The Weighted Average Maturity of the portfolio should never exceed 24 months (730 Days) or such shorter dollar-weighted average maturity as may be required by State law. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that the appropriate Weighted Average Maturity is maintained.

X. Reporting

1. The Finance Director shall provide quarterly investment reports to the Board of Supervisors and The Treasury Oversight Committee within 30 days following the end of the quarter covered by the report. These reports shall include the following investment information as required by Government Code §53646(b):
 - A. The type of investment, issuer, date of maturity, par and dollar amount invested in all securities, investments and moneys held in the County Treasury,
 - B. Market value as of the date of the report and the source of this valuation,
 - C. The weighted average maturity of the investments within the Treasury,
 - D. Distribution by type of investment,
 - E. A description of all the County's funds and investments that are under the management of contracted parties,

- F. A statement of compliance of the portfolio to this Statement of Investment Policy or manner in which the portfolio is not in compliance, and
 - G. A statement denoting the ability of the County to meet its pool's expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.
2. The Treasury Oversight committee shall cause an annual audit to be conducted to determine the county treasury's compliance with Chapter 5, Article 6 (§27130-§27137) of the Government Code and this Statement of Investment Policy.

XI. Investment Pool Costs and Earnings Distribution

Costs directly related to the operation and management of the investment pool shall be deducted quarterly directly from net interest earnings prior to the distribution of interest earnings for the quarter. Pool costs include, but are not limited to, staff time, investment tracking costs, brokerage costs, and treasury pool audit costs.

Interest earnings shall be allocated quarterly according to each fund's average daily cash balances as a percentage of the total investment pool. Earnings shall be the net of received interest, amortized premiums, accreted discounts and profit or loss on the sale of trade of a security attributable to the quarter being apportioned, plus adjustments from prior quarters. The interest shall be apportioned as of the last day of the quarter and added to each participating fund's balance in the pooled investment fund.

XII. Investing of Bond Proceeds

The County Treasurer shall invest bond proceeds using the standards of this Investment Policy. The bond proceeds will be invested in securities permitted by the bond documents. If the bond documents are silent, the bond proceeds will be invested in securities permitted by this Policy.

XIII. Withdrawal Requests

1. Regular Operation

The County Finance Director seeks to honor all written withdrawal requests for regular operating purposes that are approved by the County Auditor- Controller's Office in a timely fashion. However, the County Finance Director recognizes that occasionally the Pool Participants may request large amounts in withdrawals to cover unexpected operational needs. To accommodate such withdrawals and allow for adequate time for adjustments to the liquidity position of the Pool, the County Finance Director expects all Pool Participants to submit their written requests within the following timeframes:

- A. Withdrawals up to \$2 million – 3 business days in advance of disbursement
- B. Withdrawals above \$2 million – 5 business days in advance of disbursement and in no case can more than \$5 million dollars be withdrawn in a single business day

Extraordinary withdrawal requests are considered withdrawals outside the normal cash-flow patterns of a Pool Participant. For any withdrawal considered extraordinary, the Finance Director shall evaluate the effect of the proposed withdrawal on the stability and predictability of the investments in the County treasury. In the event that the Finance

Director must liquidate investments in order to honor the withdrawal request, the Pool Participant who requests the withdrawal shall be subject to all expenses associated with the liquidation, including, but not limited to loss of principal and interest income, withdrawal penalties, and associated fees.

2. Investing or Depositing Funds Outside the Pool

Any entity that seeks to withdraw funds for the purpose of investing or depositing those funds outside the county treasury pool, shall first submit the request for withdrawal to the Finance Director who shall evaluate the effect of the proposed withdrawal on the stability and predictability of the investments in the county treasury. Prior to approval, the Finance Director shall find that the proposed withdrawal will not adversely affect the interests of the other depositors in the pool (Government Code §27136). If it is necessary to liquidate securities, all losses occurring from the sale of a security prior to its maturity shall be borne by the entity wishing to withdraw funds.

XIV. Terms and Conditions for Outside Investors

Outside local agencies, where the County Finance Director does not serve as the agency's treasurer, may invest in Mono County's Investment Pool as permitted by Government Code Section 53684. Deposits are subject to the consent of the County Finance Director. The local agency legislative body must approve the county investment pool as an authorized investment. If the County Finance Director deems appropriate, the deposits may be returned at any time.

XV. Policy Review

This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal liquidity, rate of return and its relevance to current law and financial and economic trends.

SUMMARY OF INVESTMENT LIMITATIONS					
Investment Type	Government Code Reference	Limit¹ Per Investment Type(s)	Limit¹ Per Institution	Minimum² Ratings	Maxium² Allowable Maturity
United States Treasuries	§53601 (b & f)	None	None	None	5 years
United States Federal Agencies & Government-Sponsored Enterprises	§53601 (b & f)	None	None	None	5 years
State of California Notes & Bonds	§53601 (c) & 53601 (e)	None	None	None	5 years
Notes & Bonds of Other 49 States	§53601 (e)	None	None	None	5 years
California Local Agency Debt	§53601 (a), (c) & (e)	None	None	None	5 years
Medium-Term Notes	§53601 (k)	30%	None	A	5 years
Negotiable Certificates of Deposit	§53601 (i)	30%	None	N/A	5 years
Bankers Acceptances	§53601 (g)	40%	30%	A-1	180 days
Commercial Paper	§53601 (h) & 53635 (a)	40%	10%	A-1 (short) A (long)	270 days
Reverse Repurchase Agreements	§53601 (j)	20%	None	Primary Dealer	92 days
Local Agency Investment Fund (LAIF)	§16429.1 & 53601(p)	N/A	N/A	N/A	N/A
California Asset Management Program (CAMP)	§16429.1 & 53601(p)	N/A	N/A	N/A	N/A
Money Market Mutual Funds	§53601 (k)&(p), & 6509.7	20%	10%	AAA	N/A
Commercial or Savings Bank, Savings and Loan or Credit Union	§53601.8 & 53635.8	30%	10%	N/A	N/A
Supranationals	§53601(q)	30%	N/A	AA	5 years

¹ Based on total of surplus funds at the time the investment decision is made.

² At the time of purchase.

GLOSSARY

Accreted Discount – The increase in the value of a discounted instrument as time passes and it approaches maturity. The value of the instrument will accrete (grow) at the interest rate implied by the discounted issuance price, the value at maturity and the term to maturity.

Accrued Interest – Interest that has accumulated by has not yet been paid from the most recent interest payment date or issue date to a certain date.

Amortization – The reduction of debt through regular payment of principal scheduled to complete repayment by maturity. Usually the payment of interest is incorporated to compensate the lender over the life of the debt.

Bankers' Acceptance – A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank “accepts” such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

Basis point – One basis point is equal to 1/100 of 1%. For example, if interest rates increase from 4.25% to 4.5%, the difference is referred to as a 25-basis-point increase.

Book Value – The value of a security as carried in the records of an investor. Generally, this is the initial outlay for the investment and may be net or gross of expenses such as trading costs, services charges, etc.

Bond – A debt investment in which an investor loans money to an entity (corporate or governmental) that borrows the funds for a defined period of time at a fixed interest rate. Bonds are used by companies, municipalities, states and U.S. and foreign governments to finance a variety of projects and activities.

Broker/Dealer – Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/Dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of his/her own issue.

Commercial Paper – Short-term, unsecured promissory note issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30 – 45 days.

Coupon Rate – The interest rate stated on a bond when it is issued. The coupon is typically paid semi-annually.

Current Yield – The annual income (interest or dividends) divided by the current price of the security. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSIP Numbers – An acronym for Committee on Uniform Security Identification Procedures, CUSIP numbers are identification numbers assigned to each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

Debt Instrument – An instrument or promissory note which evidences and documents the terms of the loaning of funds from one party to another. Typically, the instrument contains the loan date, the maturity date, the repayment provisions, and the interest rate of the borrowing.

Default – The failure to pay debt obligations as agreed in the terms of the debt

Discount – The condition of the price of a bond that is lower than par. The discount equals the difference between the price paid for a security and the security's par value.

Earnings Apportionment – The quarterly interest distribution to the Pool participants.

Fair Value – The amount at which an investment could be exchanged in a current transaction between willing parties, other than a forced or liquidation sale.

Fannie Mae (FNMA, Federal National Mortgage Association) – A government-sponsored enterprise (GSE) that was created in 1938 to expand the flow of mortgage money by creating a secondary mortgage market. Fannie Mae is a publicly traded company which operates under a congressional charter that directs Fannie Mae to channel its efforts into increasing the availability and affordability of homeownership for low-, moderate-, and middle-income Americans.

Federal Government Agency – Debt issued by government sponsored entities (GSE) to facilitate various types of lending. For example, the Federal Farm Credit Bank provides funds to farmers and FNMA provides funds to the real estate mortgage markets.

Freddie Mac (FHLMC, Federal Home Loan Mortgage Corp.) – A stockholder owned government sponsored enterprise (GSE) chartered by Congress in 1970 to keep money flowing to mortgage lenders in support of homeownership and rental housing for middle-income Americans. The FHLMC purchases, guarantees and securitizes mortgages to form mortgage-backed securities. The mortgage-backed securities that it issues tend to be very liquid and carry a credit rating close to that of U.S. Treasuries.

Government-Sponsored Enterprise (GSE) – Privately held corporations with public purposes created by the U.S. Congress to reduce the cost of capital for the certain borrowing sectors of the economy. Members of these sectors include students, farmers and homeowners.

Local Agency Investment Fund (LAIF) – The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

Market Value – The price at which a security is trading and could presumably be purchased or sold.

Maturity – The date upon which the principal of a security becomes due and payable to the holder.

Money Market Mutual Fund – A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty

Par Value – The face value of a bond. Par value is important for a bond or fixed-income instrument because it determines its maturity value as well as the dollar value of coupon payments.

Premium – The condition of the price of a bond that is higher than par. The premium equals the difference between the price paid for a security and the security's par value.

Principal – The face amount of a security not taking into account discounts or premiums. The amount borrowed or the amount still owed on a loan, separate from interest.

Repurchase Agreement (Repo) – A form of short-term borrowing for dealers in government securities. The dealer sells the government securities to investors, usually on an overnight basis, and buys them back the following day. For the party selling the security (and agreeing to repurchase it in the future) it is a repo; for the party on the other end of the transaction, (buying the security and agreeing to sell in the future) it is a reverse repurchase agreement.

Reverse Repurchase Agreement – The purchase of securities with the agreement to sell them at a higher price at a specific future date.

Registered Warrants – A “promise to pay” with interest, that is issued by the State of California when there is not enough cash to meet all of the State's payment obligations.

Settlement Date – The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day the securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

Supranational Bonds – These bonds are issued when two or more central governments issue foreign bonds to promote economic development for the member countries. These include bonds issued by the International Bank for Reconstruction and Development, or World Bank, and the International American Development Bank.

Trade Date – The date and time corresponding to an investor's commitment to buy or sell a security.

U.S. Treasury Obligation – Direct obligations of the United States Treasury whose payment is guaranteed by the United States of America.

Weighted Average Maturity (WAM) - The weighted average of the time until all securities in a portfolio mature.

TEMPORARY CONSTRAINTS AND RESTRICTIONS ON INVESTMENTS

1. County of Mono restricts transactions with the following banks from October 20, 2015 until June 30, 2020:

Citigroup, JP Morgan Chase, Barclays, Royal Bank of Scotland, and Deutsche Bank

2. County of Mono restricts the purchase of any retail products issued by Wells Fargo Bank from December 1, 2016 until June 30, 2019.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Community Development - Planning

TIME REQUIRED Public Hearing: 10:00 AM (20 minutes)

PERSONS APPEARING BEFORE THE BOARD Michael Draper

SUBJECT Short-term Rental (STR) Activity Permit 18-001/Dudley (Pursuant to Mono County Code Chapter 5.65)

AGENDA DESCRIPTION:

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

This item is a public hearing regarding Short-term Rental (STR) Activity Permit 18-001/Dudley, a non-owner-occupied (Type III) short-term rental use in a 3-bedroom (BD) single-family residential unit at 92 Nevada St. (APN 16-099-032) in June Lake, with a maximum occupancy of six persons and three vehicles.

RECOMMENDED ACTION:

Conduct public hearing and: 1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption 2. Approve STR Activity Permit 18-001 subject to the findings and conditions as recommended or with desired modifications.

FISCAL IMPACT:

The proposed project will generate an incremental increase in transient occupancy taxes.

CONTACT NAME: Michael Draper

PHONE/EMAIL: 760-924-1805 / mdraper@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Attach 3: Comment letters
Attach 4: Mahoney credentials

History

Time	Who	Approval
9/6/2018 1:47 PM	County Administrative Office	Yes
9/6/2018 6:44 AM	County Counsel	Yes
9/6/2018 1:31 PM	Finance	Yes

Mono County Community Development Department

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

Planning Division

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

Date: September 11, 2018
To: **Honorable Mono County Board of Supervisors**
From: Michael Draper, CDD Analyst
Re: **Short-term Rental (STR) Activity Permit 18-001/Dudley**

RECOMMENDATION

1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption.
2. Approve STR Activity Permit 18-001 subject to the findings and conditions as recommended or with desired modifications.

FISCAL IMPACT

The proposed project will generate an incremental increase in transient occupancy taxes.

BACKGROUND

In late 2016, the June Lake Citizens Advisory Committee (CAC) raised various concerns regarding proposed General Plan changes to short-term rental regulations and recommended that language be revised to allow short-term rentals only if consistent with applicable area plans. This language was adopted, and June Lake initiated a process to determine where short-term rentals would and would not be allowed within the community, and any additional regulations that should apply. A subcommittee was established to guide the process, which took a little over a year to complete and included over 50 hours of community meetings and 300 hours of staff time. The full compilation of workshop and policy development proceedings is 411 pages long and available at:

https://www.monocounty.ca.gov/sites/default/files/fileattachments/june_lake_citizens_advisory_committee/page/9707/str_wrkshp_prdngs_as_of_02.15.18.pdf.

The result was a General Plan Amendment adopted in May 2018 that refined Chapter 25 in the Land Use Element and specifically identified the types and locations of acceptable short-term rentals in June Lake through Area Plan policies. In addition, Mono County Code Chapter 5.65 was also approved, establishing a Short-Term Rental Activity permit governing the operation of rentals and making the approval non-transferable if ownership changes. The Short-Term Rental Activity Permit is approved separately from the Use Permit by the Board of Supervisors and is also required prior to the commencement of rental activity.

A Use Permit was approved for this project by the Planning Commission on August 16, 2018. The Planning Commission considered one letter in support of the project and one letter in challenge to the project.

DISCUSSION

The proposal, STR Activity Permit 18-001/Dudley, is for a Type III non-owner occupied short-term rental located at 92 Nevada Street, June Lake containing three bedrooms. The property is within the appropriate land use designation, Single-Family Residential (SFR), and will not exceed the number of allowable STR Activity Permits for the neighborhood. Occupancy of this short-term rental shall not exceed six persons and parking is limited to three vehicles. Onsite parking shall be required for all guest vehicles and all guests must sleep within the rental unit. See Attachment 1 for the site plan.



Figure 1: Project location, 92 Nevada St.

The property is owned by the Dudley Family Trust, and the applicants Michael and Catherine Dudley acting as trustees, have applied for this permit. This will be the only STR Activity Permit granted to the Dudley Family Trust, including individual owners. Under penalty of perjury, the applicant has certified that the property complies with all requirements of Mono County Code Chapter 5.65, including section 5.65.110, "Short-term Rental (STR) standards and requirements". The property will be managed by Debra Bryan Mahoney of June Lake Choice Rentals, LLC. Ms. Mahoney has a California Real Estate license and certified property manager credentials (Attachment 3).

Michael and Catherine Dudley are in the process of obtaining a Mono County Business license, and a Mono County Transient Occupancy Tax Certificate. The rights of this STR Activity Permit may not be exercised prior to obtaining the business license and tax certificate.

This permit is nontransferable and will terminate upon the transfer or upon revocation of any corresponding Use Permit.

Following the noticed public hearing to consider the approval of an STR Activity Permit, the Board may issue the permit if (MCC 5.65.080.C):

1. *The short-term rental, as proposed, will comply with the requirements of state law and regulations, the Mono County General Plan, the Mono County Code and this Chapter.*

In approving Use Permit 18-005/Dudley, it has been found that the project will comply with Mono County General Plan, and under penalty of perjury, the applicant has certified that the property complies with all requirements of Mono County Code Chapter 5.65. The rental unit will be equipped with interior and exterior signage notifying renter of these requirements, per MCC chapter 5.65.110.B and the owner shall maintain property insurance coverage specific to short-term rental.

A Condition of Approval for this project shall be to improve the property's addressing. The address of the rental unit must be unobstructed at all time and clearly visible by passersby.



Figure 2: The property address is difficult to identify

2. *The property has all necessary land use entitlements as required by the Mono County General Plan*

The project has received a Use Permit to conduct the activity on August 16, 2018.

3. *The owner has demonstrated to the satisfaction of the Board the ability to comply with state law and regulation, the Mono County General Plan, the Mono County Code and MCC Chapter 5.65*

The owner has demonstrated the ability to comply with the Mono County General Plan. This application has received a Use Permit and complies with June Lake Area Plan Policy once the Activity Permit conditions are met. The applicant has provided all necessary materials per MCC Chapter 5.65 requirements.

4. *The Board determines that issuance of the permit is in the best interests of the community, the County and the citizens of and visitors to Mono County based on the following:*
 - *Whether there are specific and articulable positive or negative impacts on the surrounding community or adjacent properties from the proposed short-term rental;*

The results of extensive public outreach in the June Lake community concluded in the adoption of General Plan Amendment 18-01 and Mono County Code Chapter 5.65. Amended countywide issues, opportunities and constraints, and the specific June Lake Area Plan Policies, have analyzed both positive and negative impacts resulting from short-term rental. Through the County's regulatory process and limitations on the location, type, and number of permissible short-term rentals, negative impacts are mitigated to the best of the County's ability.

As part of the Use Permit approval, two comment letters were received regarding this application, see Attachment 3. No comments have been received in response to the public hearing notice for the Short-term Rental Activity Permit as of the drafting of this staff report.

- *Whether the property owner has demonstrated to the satisfaction of the Board the ability and capacity to manage the short-term rental in a way that minimizes articulable negative impacts on the surrounding community or adjacent properties, and be responsive to community concerns and complaints; and*

The applicant will utilize a local management company, June Lake Choice Rentals, LLC., responsible for minimizing negative impacts and responding to community concerns and complaints.

- *The potential for the short-term rental to impact other community needs and issues, such as the availability of workforce housing units.*

In the past, the project has not been rented on a long-term basis as workforce housing.

The Board shall deny an application that meets any of the following criteria:

1. The owner has knowingly made a false statement of material fact, or has knowingly omitted a material fact, from the application.
2. A previous STR Activity Permit issued under this Chapter involving the same owner or any person having partial ownership as described in subsection 5.65.070 (C)(1), has been revoked by the County within the two (2) years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
3. The owner, including any person with partial ownership as described in subsection 5.65.070(C)(1), has been determined, by an administrative hearing body or a court of competent jurisdiction, to have engaged in short term rentals in violation of State or local law and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
4. A person with an ownership interest in the property, as described in subsection 5.65.070 (C)(1), has an existing STR Activity Permit on another property within Mono County

None of the conditions stated above appear to apply to this property owner. Violations referenced under #3 above must have occurred after the adoption of MCC 5.65 (May 15, 2018).

CEQA COMPLIANCE

Project is consistent with a Class 1 California Environmental Quality Act (CEQA) exemption.

Class 1 (15301) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Examples include but are not limited to:

- interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances,
- accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences, and
- conversion of a single-family residence to office use.

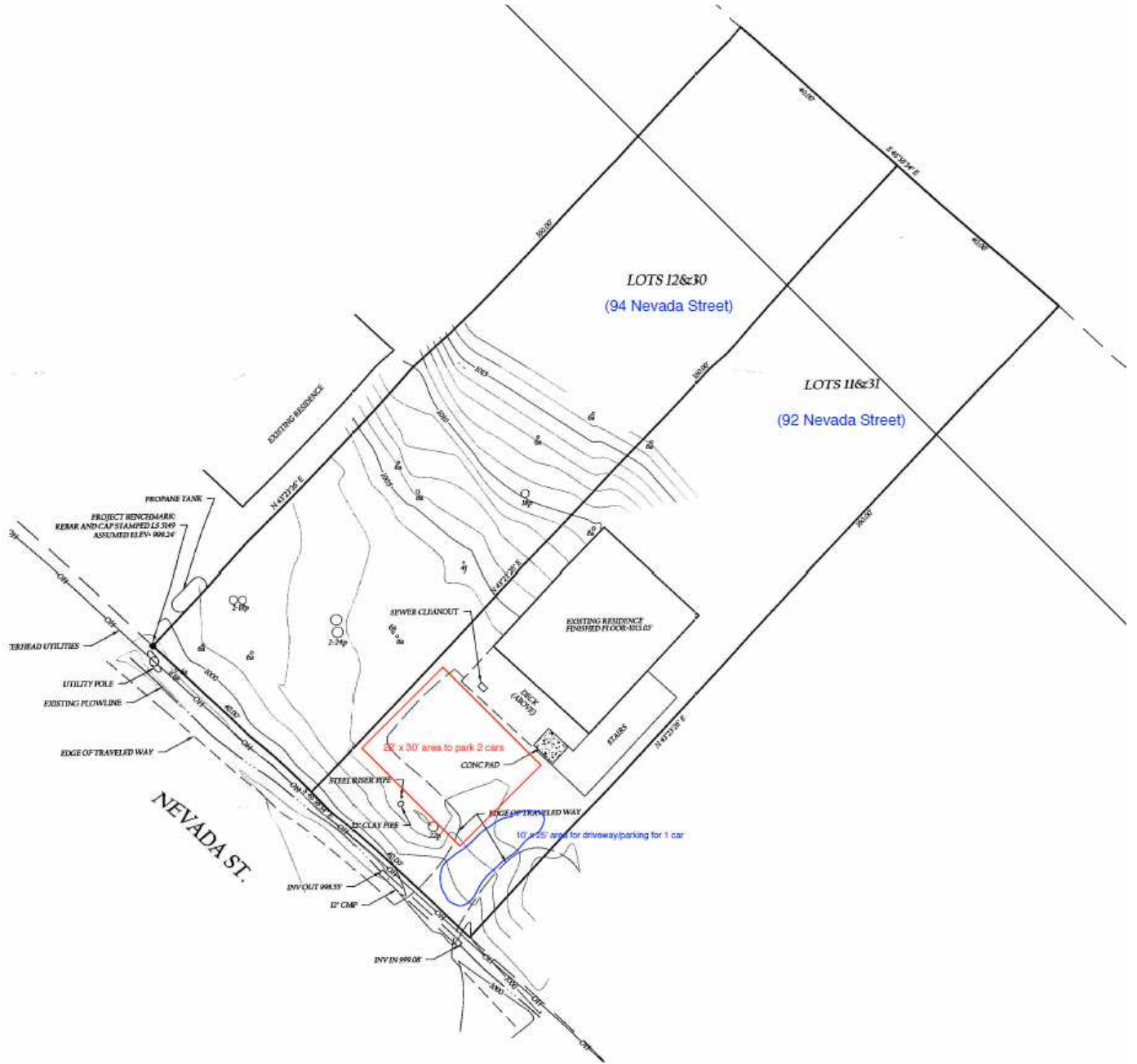
Single-family homes that are rented on a short-term basis (as a Type III rental) will still be used as single-family homes and in a manner that is not substantially different from how they would be used if they were occupied by full-time residents or long-term renters. In addition, short-term rentals are subject to compliance with regulations governing the management of these units stipulated in Mono County Code 5.65, which addresses aesthetics, noise, parking, utilities, and other similar issues. As a result, rental of a single-family residence is not an expansion of use, and is no more intensive or impactful than, for example, conversion of a single-family residence to office use.

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

ATTACHMENTS

1. Site plan
2. Short-Term Rental Activity Permit 18-001/ Dudley Conditions of Approval
3. Comment letters
4. Ms. Mahoney's California Real Estate license and certified property manager credentials

Attachment 1: Site Plan 18-001/Dudley



Conditions of Approval 18-001/Dudley

1. The address of the rental unit must be unobstructed at all times and clearly visible by passersby.
2. Exterior lighting fixtures shall comply with Chapter 23 – Dark Sky Regulations, which shall require existing fixtures to be replaced or retrofitted, if necessary, to comply;
3. STR Activity Permits shall be limited to one per parcel and one per person regardless of whether the ownership interest is in whole or in part. In other words, an STR Activity Permit shall not be approved if a person with an ownership interest in the property, whether in whole or in part, has an existing STR Activity Permit on another property within Mono County
4. An STR Activity Permit does not create any property interest in the property owner, is not transferable, and automatically terminates upon the transfer or upon revocation of any corresponding Use Permit.
5. An STR Activity Permit issued under this Chapter is an annual permit and shall expire on August 31st of each year (unless renewed or revoked in accordance with this Chapter). Mono County Code Chapter 5.65.090 provides the process to follow for renewal or modifications to this permit.
6. The STR property must provide exterior and interior signage consistent with MCC 5.65.110.B.
7. The STR Activity Permit number, which shall be assigned at the time the permit is issued, shall be posted in the title of every short-term rental advertisement, whether online or in other promotional or advertising materials.
8. The rental property must comply with all requirements of the Mono County Building Division, Environmental Health Department, and Mono County Code 5.65.

08.14.18

Mono County Planning Commission,

RECEIVED
AUG 14 2018
Mono County
Community Development

I wanted to extend a letter of support for Catherine and Mike Dudley's Nevada St Property to become a much needed addition to June Lake's short term vacation rental program.

I have been successfully operating my TROD approved vacation rental program for over five years in the Clark tract. Their lot on Nevada Street touches my lot above on Washington Street. There is strong support for the vacation rental program on Washington Street while most of the homeowners have seen the benefit it can bring to future of June Lake and their homes. Washington Street is directly above Nevada Street and would be the most impacted street from a short term guest on Nevada Street. Our section of the neighborhood is isolated from the other parts of the neighborhood.

The Dudley's have presented a well-planned vacation rental management team that would directly benefit the employment of other homeowner's in the Clark Tract in housekeeping and property management services.

The Nevada Street property would make a great addition and positive step forward to June Lake's 100 year history of hosting wonderful family vacations.

Sincerely,

Mike Rosas

155 Washington St

June Lake Ca.

July 29, 2018

Mono County
Community Development Department
Planning Division

Secretary to the Planning Commission
P. O. Box 347
Mammoth Lakes, CA 93546

RE: Conditional Use Permit 18-005/Dudley
RE: Written Correspondence

Dear Secretary to Planning Commission:

Thank you for the notice of the Conditional Use Permit 18-005/Dudley.

At this time we would like to challenge the proposed action(s).

We live on 37 California Street and currently have a Vacation Rental Property above us on Washington Street. This Vacation Rental has proven to be noisy with renters i.e. renters sitting on the balcony being loud and talking, carrying on, hearing children crying and talking, fast cars going up and down California Street and tearing the road up etc. This disrupts the peaceful serene mountain living that we've come to love over the past 20 years and what June Lake is known for.

This proposed location at 92 and 94 Nevada Street for eight persons and three vehicles will be located below us to our right. This lot is rather large house and lot and to say only eight persons and three vehicles will be allowed is reaching. Now we may face renters below to our right with the same noise issues. Not to mention Nevada Street is not paved and has many pot holes.

We will be sorely disappointed with the planning commission if this Vacation Rental goes through. These Vacation Rentals have gotten out of control and the owners of the property are not held responsible to pay for the damage to roads along with the interruption of established local home owners' peace and quiet.

We challenge this proposal and vote NO on the Conditional Use Permit 18-005/Dudley.

Respectfully,



Jeffery and JoeAnna Snowden
37 California Street
P. O. Box 92
June Lake, CA 93529

Enclosed: Planning Division Notice

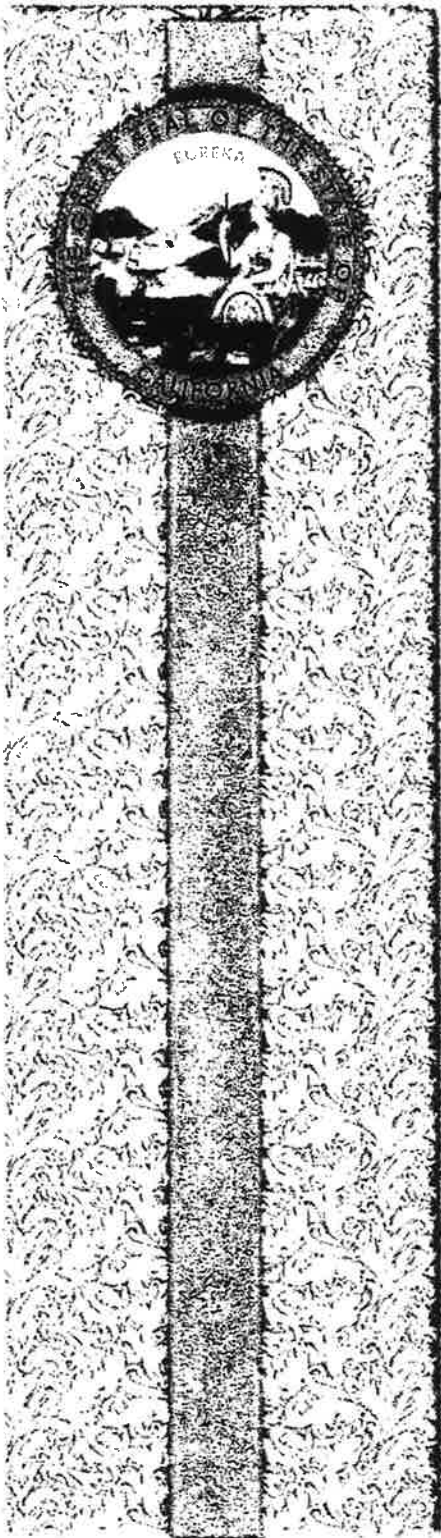
CERTIFIED MAIL: 7015 0640 0007 0910 0417
RETURN RECEIPT REQUESTED

RECEIVED

AUG 02 2018

Mono County
Community Development





State of California

Bureau of Real Estate

Real Estate Salesperson License

Debra Bryan Mahony

BROKER AFFILIATION

CONNIE JEAN LEAR
2603 STATE HWY 158
JUNE LAKE, CA 93529

A handwritten signature in black ink, appearing to read "L. J. ...", is positioned above the title of the Real Estate Commissioner.

Real Estate Commissioner

Identification Number: 01336391

Issued: June 16, 2017

Expires: August 08, 2019

COURSE COMPLETION CERTIFICATE

THIS CERTIFICATE WILL VERIFY THAT:

Bryan Mahony

Real Estate License Number: 01336391

Mailing Address of:

Po Box 69, June Lkae, CA 93529

has successfully completed the course entitled **PMC1: Residential Property Management** via LearnMyWay™ on the date of **July 17, 2018** and registered on **July 5, 2018**, and passed the final examination with a minimum score of 70%.

Please keep this certificate as a record of your completion.

This course was sponsored and this certificate issued by:

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Community Development - Planning

TIME REQUIRED Public Hearing: 10:20 AM (20 minutes)

PERSONS APPEARING BEFORE THE BOARD Michael Draper

SUBJECT Short-term Rental (STR) Activity Permit 18-002/Streeton (Pursuant to Mono County Code Chapter 5.65)

AGENDA DESCRIPTION:

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

This item is a public hearing, held pursuant to Mono County Code Chapter 5.65, regarding Short-term Rental Activity Permit 18-002/Streeton, a non-owner occupied (Type III) short-term rental use in a 2-BD single-family residential unit at 80 Leonard Ave. (APN 015-270-010) in June Lake with a maximum occupancy of six persons and two vehicles.

RECOMMENDED ACTION:

Conduct public hearing and: 1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption. 2. Approve STR Activity Permit 18-002 subject to the findings and conditions as recommended or with desired modifications.

FISCAL IMPACT:

The proposed project will generate an incremental increase in transient occupancy taxes.

CONTACT NAME: Michael Draper

PHONE/EMAIL: 7609241805 / mdraper@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Attachment 3: Mahoney Credentials](#)

History

Time	Who	Approval
9/6/2018 1:47 PM	County Administrative Office	Yes
9/6/2018 6:55 AM	County Counsel	Yes
9/6/2018 1:27 PM	Finance	Yes

Mono County Community Development Department

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

Planning Division

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

Date: September 11, 2018
To: **Honorable Mono County Board of Supervisors**
From: Michael Draper, CDD Analyst
Re: **Short-term Rental (STR) Activity Permit 18-002/Streeton**

RECOMMENDATIONS

1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption.
2. Approve STR Activity Permit 18-002 subject to the findings and conditions as recommended or with desired modifications.

FISCAL IMPACT

The proposed project will generate an incremental increase in transient occupancy taxes.

BACKGROUND

In late 2016, the June Lake Citizens Advisory Committee (CAC) raised various concerns regarding proposed General Plan changes to short-term rental regulations and recommended that language be revised to allow short-term rentals only if consistent with applicable area plans. This language was adopted, and June Lake initiated a process to determine where short-term rentals would and would not be allowed within the community, and any additional regulations that should apply. A subcommittee was established to guide the process, which took a little over a year to complete and included over 50 hours of community meetings and 300 hours of staff time. The full compilation of workshop and policy development proceedings is 411 pages long and available at:

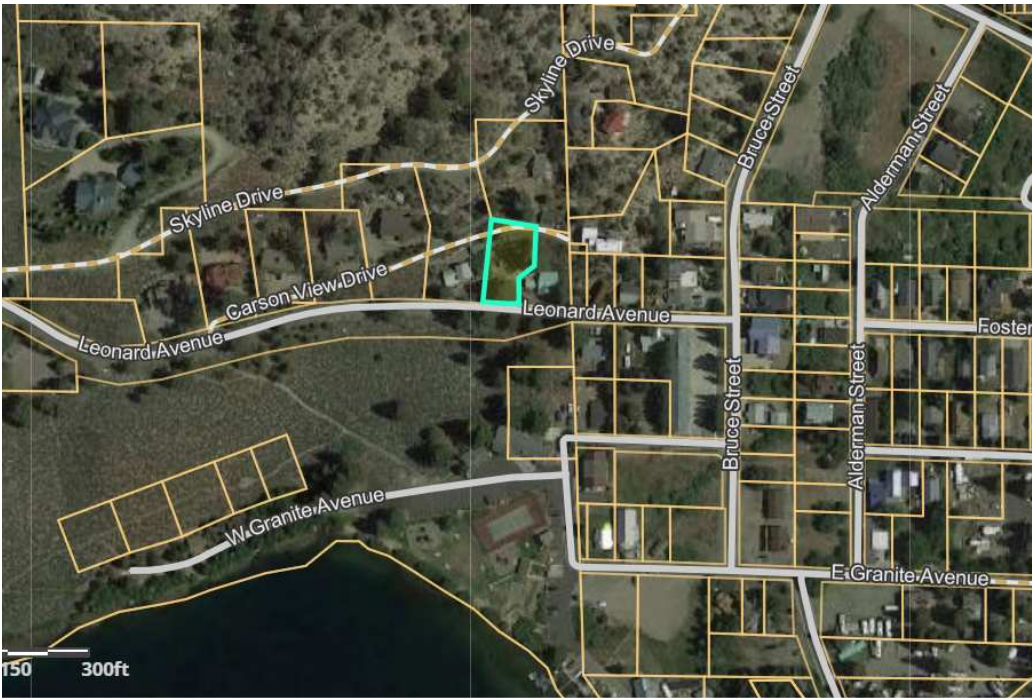
https://www.monocounty.ca.gov/sites/default/files/fileattachments/june_lake_citizens_advisory_committee/page/9707/str_wrkshp_prcdngs_as_of_02.15.18.pdf.

The result was a General Plan Amendment adopted in May 2018 that refined Chapter 25 in the Land Use Element and specifically identified the types and locations of acceptable short-term rentals in June Lake through Area Plan policies. In addition, Mono County Code Chapter 5.65 was also approved, establishing a Short-Term Rental Activity permit governing the operation of rentals and making the approval non-transferable if ownership changes. The Short-Term Rental Activity Permit is approved separately from the Use Permit by the Board of Supervisors and is also required prior to the commencement of rental activity.

A Use Permit was approved for this project by the Planning Commission on August 16, 2018.

DISCUSSION

The proposal, STR Activity Permit 18-002/Streeton, is for a Type III non-owner-occupied short-term rental located at 80 Leonard Avenue, June Lake. The property is within the appropriate land use designation, Single-Family Residential (SFR), and contains one dwelling with two bedrooms. Occupancy of this short-term rental shall not exceed six persons and parking is limited to two vehicles. Onsite parking shall be required for all guest vehicles and all guests must sleep within the rental unit. See Attachment 1.



Project location: 80 Leonard Avenue, June Lake.

The property is owned by the Fox Hill Investment Corporation, and the applicant Victoria Streeton acting as trustee, has applied for this permit. This will be the only STR Activity Permit granted to the Fox Hill Investment Corporation, including individual owners. Under penalty of perjury, the applicant has certified that the property complies with all requirements of Mono County Code Chapter 5.65, including section 5.65.110, “Short-term Rental (STR) standards and requirements.” The property will be managed by Debra Bryan Mahoney of June Lake Choice Rentals, LLC. Ms. Mahoney has a California Real Estate license and certified property manager credentials (Attachment 3).

Victoria Streeton is in the process of obtaining a Mono County Business license, and a Mono County Transient Occupancy Tax Certificate. The rights of this STR Activity Permit may not be exercised prior to obtaining the business license and tax certificate.

This permit is nontransferable and will terminate upon the transfer or upon revocation of any corresponding Use Permit.

Following the noticed public hearing to consider the approval of an STR Activity Permit, the Board may issue the permit if (MCC 5.65.080.C):

- 1. The short-term rental, as proposed, will comply with the requirements of state law and regulations, the Mono County General Plan, the Mono County Code and this Chapter.*

In approving Use Permit 18-006/Streeton, it has been found that the project will comply with Mono County General Plan, and under penalty of perjury, the applicant has certified that the property complies with all requirements of Mono County Code Chapter 5.65. The rental unit will be equipped with interior and exterior signage notifying renters of these requirements, per MCC chapter 5.65.110.B and the owner shall maintain property insurance coverage specific to short-term rentals.

A Condition of Approval for this project shall be to improve the property’s addressing. The address of the rental unit must be unobstructed at all time and clearly visible by passersby.

A Condition of Approval for this project shall be to pave the driveway and parking on the property. A single-family residential property less than half an acre and taking access from a paved road is required to be paved with asphalt or similar impervious or approved semi-pervious surface (Mono County General Plan Chapter 6, table 06.020 “Driveway paving requirements”). This property is 0.25 acres and takes access from Leonard Avenue, a paved County road.

A Condition of Approval for this project shall be to replace outdoor lighting fixtures to be compliant with Mono County General Plan Dark Sky Regulations Chapter 23.050 "General requirements". Current outdoor lighting fixtures do not meet the required standards.



Figure 1 Property lacks clearly visible address



Figure 2 Existing gravel driveway



Figure 3 Front lighting; unshielded spot lighting



Figure 4 Side lighting; unshielded spotlighting



Figure 5 Rear lighting; light shield does not adequately prevent light trespassing

2. *The property has all necessary land use entitlements as required by the Mono County General Plan*

The project has received a Use Permit to conduct the activity on August 16, 2018.

3. *The owner has demonstrated to the satisfaction of the Board the ability to comply with state law and regulation, the Mono County General Plan, the Mono County Code and MCC Chapter 5.65*

The owner has demonstrated the ability to comply with the Mono County General Plan. This application has received a Use Permit and complies with June Lake Area Plan Policy once the Activity Permit conditions are met. The applicant has provided all necessary materials per MCC Chapter 5.65 requirements.

4. *The Board determines that issuance of the permit is in the best interests of the community, the County and the citizens of and visitors to Mono County based on the following:*
 - *Whether there are specific and articulable positive or negative impacts on the surrounding community or adjacent properties from the proposed short-term rental;*

The results of extensive public outreach in the June Lake community concluded in the adoption of General Plan Amendment 18-01 and Mono County Code Chapter 5.65. Amended countywide issues, opportunities and constraints, and the specific June Lake Area Plan Policies, have analyzed both positive and negative impacts resulting from short-term rental. Through the County's regulatory process and limitations on the location, type, and number of permissible short-term rentals, negative impacts are mitigated to the best of the County's ability.

No comments have been received as part of the Use Permit approval and no comments have been received in response to the public hearing notice for the Short-term Rental Activity Permit.

- *Whether the property owner has demonstrated to the satisfaction of the Board the ability and capacity to manage the short-term rental in a way that minimizes articulable negative impacts on the surrounding community or adjacent properties, and be responsive to community concerns and complaints; and*

The applicant will utilize a local management company, June Lake Choice Rentals, LLC., responsible for minimizing negative impacts and responding to community concerns and complaints.

- *The potential for the short-term rental to impact other community needs and issues, such as the availability of workforce housing units.*

In the past, the project has not been rented on a long-term basis as workforce housing.

The Board shall deny an application that meets any of the following criteria:

1. The owner has knowingly made a false statement of material fact, or has knowingly omitted a material fact, from the application.
2. A previous STR Activity Permit issued under this Chapter involving the same owner or any person having partial ownership as described in subsection 5.65.070 (C)(1), has been revoked by the County within the two (2) years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
3. The owner, including any person with partial ownership as described in subsection 5.65.070(C)(1), has been determined, by an administrative hearing body or a court of competent jurisdiction, to have engaged in short term rentals in violation of State or local law and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
4. A person with an ownership interest in the property, as described in subsection 5.65.070 (C)(1), has an existing STR Activity Permit on another property within Mono County.

None of the conditions stated above appear to apply to this property or the property owner. Violations referenced under #3 above must have occurred after the adoption of MCC 5.65 (May 15, 2018).

CEQA COMPLIANCE

Project is consistent with a Class 1 California Environmental Quality Act (CEQA) exemption.

Class 1 (15301) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Examples include but are not limited to:

- interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances,
- accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences, and
- conversion of a single-family residence to office use.

Single-family homes that are rented on a short-term basis (as a Type III rental) will still be used as single-family homes and in a manner that is not substantially different from how they would be used if they were occupied by full-time residents or long-term renters. In addition, short-term rentals are subject to compliance with regulations governing the management of these

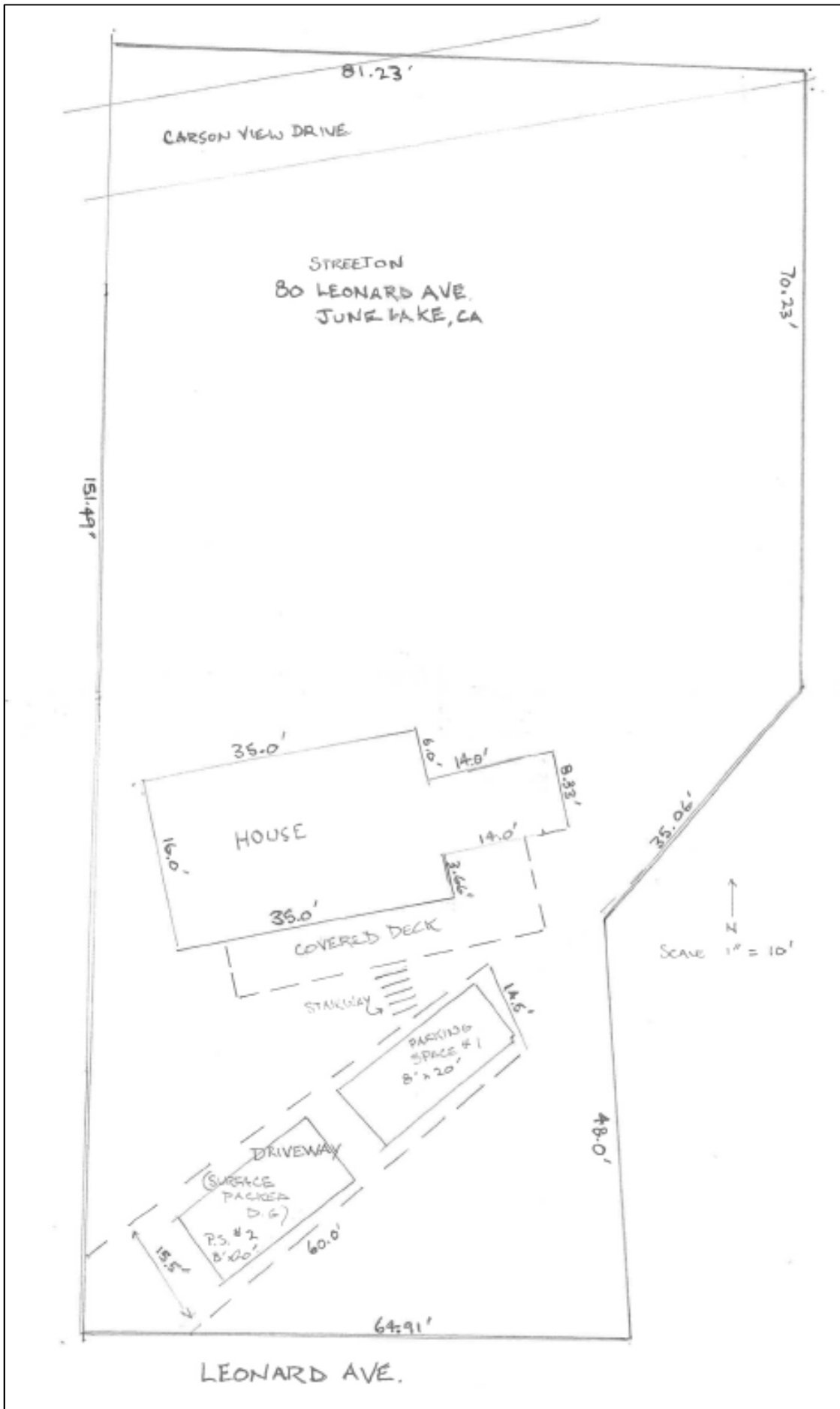
units stipulated in Mono County Code 5.65, which addresses aesthetics, noise, parking, utilities, and other similar issues. As a result, rental of a single-family residence is not an expansion of use, and is no more intensive or impactful than, for example, conversion of a single-family residence to office use.

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

ATTACHMENTS

1. Property site plan
2. Short-Term Rental Activity Permit 18-002/Streeton Conditions of Approval
3. Ms. Mahoney's California Real Estate license and certified property manager credentials

Attachment 1: Site Plan 18-002/Streeton



Attachment 2: Conditions of Approval 18-002/Streeton

1. Prior to any rental activity, exterior lighting fixtures shall be replaced or retrofitted to comply with Chapter 23 – Dark Sky Regulations.
2. Prior to rental activity, the driveway and parking areas shall be paved.
3. The address of the rental unit must be unobstructed at all times and clearly visible by passersby.
4. STR Activity Permits shall be limited to one per parcel and one per person regardless of whether the ownership interest is in whole or in part.
5. An STR Activity Permit does not create any property interest in the property owner, is not transferable, and automatically terminates upon the transfer or upon revocation of any corresponding Use Permit.
6. An STR Activity Permit issued under this Chapter is an annual permit and shall expire on August 31st of each year (unless renewed or revoked in accordance with this Chapter). Mono County Code Chapter 5.65.090 provides the process to follow for renewal or modifications to this permit.
7. The STR property must provide exterior and interior signage consistent with MCC 5.65.110.B.
8. The STR Activity Permit number, which shall be assigned at the time the permit is issued, shall be posted in the title of every short-term rental advertisement, whether online or in other promotional or advertising materials.
9. The rental property must comply with all requirements of the Mono County Building Division, Environmental Health Department, and Mono County Code 5.65.

State of California

Bureau of Real Estate

Real Estate Salesperson License

Debra Bryan Mahony

BROKER AFFILIATION

CONNIE JEAN LEAR
2603 STATE HWY 158
JUNE LAKE, CA 93529

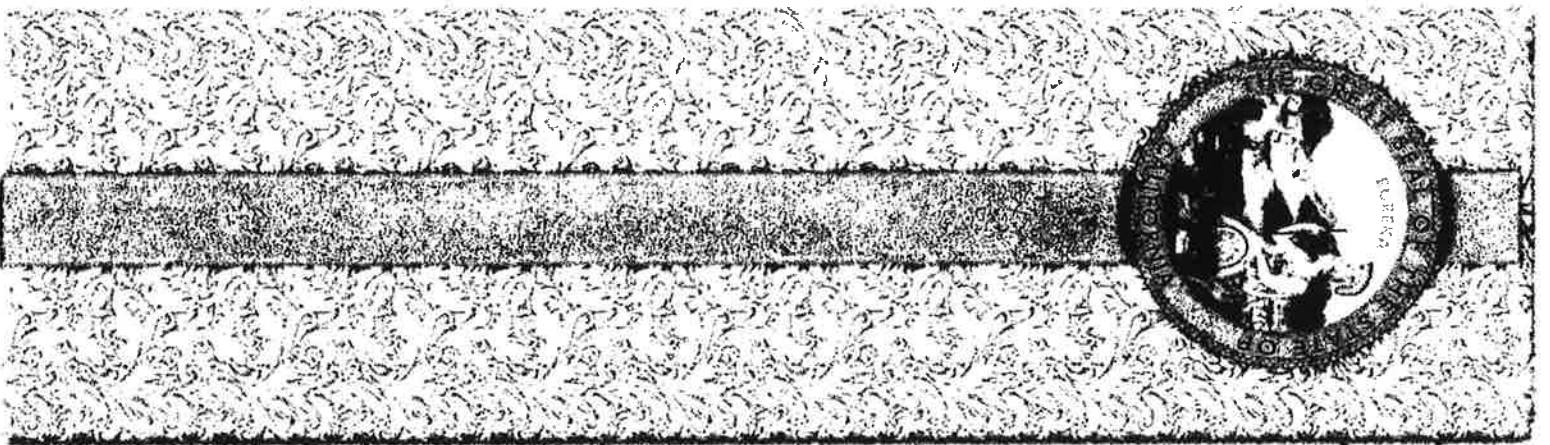


Real Estate Commissioner

Identification Number: 01336391

Issued: June 16, 2017

Expires: August 08, 2019



COURSE COMPLETION CERTIFICATE

THIS CERTIFICATE WILL VERIFY THAT:

Bryan Mahony

Real Estate License Number: 01336391

Mailing Address of:

Po Box 69, June Lkae, CA 93529

has successfully completed the course entitled **PMC1: Residential Property Management** via LearnMyWay™ on the date of **July 17, 2018** and registered on **July 5, 2018**, and passed the final examination with a minimum score of 70%.

Please keep this certificate as a record of your completion.

This course was sponsored and this certificate issued by:

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<http://www.car.org/>

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Community Development - Planning

TIME REQUIRED Public Hearing: 10:40 AM (20 minutes)

PERSONS APPEARING BEFORE THE BOARD Michael Draper

SUBJECT Short-term Rental (STR) Activity Permit 18-003/Schreiber (Pursuant to Mono County Code Chapter 5.65)

AGENDA DESCRIPTION:

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

This item is a public hearing, held pursuant to Mono County Code Chapter 5.65) regarding Short-term Rental Activity Permit 18-003/Schreiber, a non-owner occupied (Type III) short-term rental use in a 4-BD single-family residential unit at 184 Leonard Ave. (APN 015-270-003) in June Lake with a maximum occupancy of 10 persons and six vehicles.

RECOMMENDED ACTION:

Conduct public hearing and: 1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption. 2. Approve STR Activity Permit 18-002 subject to the findings and conditions as recommended or with desired modifications.

FISCAL IMPACT:

The proposed project will generate an incremental increase in transient occupancy taxes.

CONTACT NAME: Michael Draper

PHONE/EMAIL: 760-924-1805 / mdraper@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Attch 3: Lear Credentials](#)

History

Time	Who	Approval
9/6/2018 1:55 PM	County Administrative Office	Yes
9/6/2018 6:59 AM	County Counsel	Yes
9/6/2018 1:35 PM	Finance	Yes

Mono County Community Development Department

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

Planning Division

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

Date: September 11, 2018
To: **Honorable Mono County Board of Supervisors**
From: Michael Draper, CDD Analyst
Re: **Short-term Rental (STR) Activity Permit 18-003/Schreiber**

RECOMMENDATION

1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption.
2. Approve STR Activity Permit 18-003 subject to the findings and conditions as recommended or with desired modifications.

FISCAL IMPACT

The proposed project will generate an incremental increase in transient occupancy taxes.

BACKGROUND

In late 2016, the June Lake Citizens Advisory Committee (CAC) raised various concerns regarding proposed General Plan changes to short-term rental regulations and recommended that language be revised to allow short-term rentals only if consistent with applicable area plans. This language was adopted, and June Lake initiated a process to determine where short-term rentals would and would not be allowed within the community, and any additional regulations that should apply. A subcommittee was established to guide the process, which took a little over a year to complete and included over 50 hours of community meetings and 300 hours of staff time. The full compilation of workshop and policy development proceedings is 411 pages long and available at:

https://www.monocounty.ca.gov/sites/default/files/fileattachments/june_lake_citizens_advisory_committee/page/9707/str_wrkshp_prdngs_as_of_02.15.18.pdf.

The result was a General Plan Amendment adopted in May 2018 that refined Chapter 25 in the Land Use Element and specifically identified the types and locations of acceptable short-term rentals in June Lake through Area Plan policies. In addition, Mono County Code Chapter 5.65 was also approved, establishing a Short-Term Rental Activity permit governing the operation of rentals and making the approval non-transferable if ownership changes. The Short-Term Rental Activity Permit is approved separately from the Use Permit by the Board of Supervisors and is also required prior to the commencement of rental activity.

A Use Permit was approved for this project by the Planning Commission on August 16, 2018.

DISCUSSION

The proposal, STR Activity Permit 18-003/Schreiber, is for a Type III non-owner occupied short-term rental located at 184 Leonard Avenue, June Lake. The property is within the appropriate land use designation, Single-Family Residential (SFR) and contains one dwelling with four bedrooms. Occupancy of this short-term rental shall not exceed ten persons and parking is limited to six vehicles. Onsite parking shall be required for all guest vehicles and all guests must sleep within the rental unit. See Attachment 1 for the site plan.



Figure 1: Project location, 184 Leonard Ave.

The property is owned by the Schreiber Family Trust, and the applicants William and Carol Schreiber acting as trustee, have applied for this permit. This will be the only STR Activity Permit granted to the Schreiber Family Trust, including individual owners. Under penalty of perjury, the applicants have certified that the property complies with all requirements of Mono County Code Chapter 5.65, including section 5.65.110, "Short-term Rental (STR) standards and requirements." The property will be managed by Connie Lear of Rainbow Ridge Realty. Ms. Lear has a California Real Estate license and certified property manager credentials (Attachment 3).

William and Carol Schreiber are in the process of obtaining a Mono County Business license and a Mono County Transient Occupancy Tax Certificate. The rights of this STR Activity Permit may not be exercised prior to obtaining the business license and tax certificate.

This permit is nontransferable and will terminate upon the transfer or upon revocation of any corresponding Use Permit.

Following the noticed public hearing to consider the approval of an STR Activity Permit, the Board may issue the permit if (MCC 5.65.080.C):

1. *The short-term rental, as proposed, will comply with the requirements of state law and regulations, the Mono County General Plan, the Mono County Code and this Chapter.*

In approving Use Permit 18-007/Schreiber, it has been found that the project will comply with Mono County General Plan, and under penalty of perjury, the applicant has certified that the property complies with all requirements of Mono County Code Chapter 5.65. The rental unit will be equipped with interior and exterior signage notifying renters of these requirements, per MCC chapter 5.65.110.B and the owner shall maintain property insurance coverage specific to short-term rentals.

A Condition of Approval for this project shall be to replace outdoor lighting fixtures to be compliant with Mono County General Plan Dark Sky Regulations Chapter 23.050 "General requirements". Current outdoor lighting fixtures do not meet the required standards.

A Condition of Approval for this project shall be to improve the property's addressing. The address of the rental unit must be unobstructed at all time and clearly visible by passersby.



Figure 2: The property's addressing

Figure 3: Front entrance lighting



Figure 4: Secondary entrance lighting



Figure 5: Spot lighting

2. *The property has all necessary land use entitlements as required by the Mono County General Plan*

The project has received a Use Permit for land use entitlement to conduct the activity on August 16, 2018.

3. *The owner has demonstrated to the satisfaction of the Board the ability to comply with state law and regulation, the Mono County General Plan, the Mono County Code and MCC Chapter 5.65*

The owner has demonstrated the ability to comply with the Mono County General Plan. This application has received a Use Permit and complies with June Lake Area Plan Policy. The applicant has provided all necessary materials per MCC Chapter 5.65 requirements.

4. *The Board determines that issuance of the permit is in the best interests of the community, the County and the citizens of and visitors to Mono County based on the following:*

- *Whether there are specific and articulable positive or negative impacts on the surrounding community or adjacent properties from the proposed short-term rental;*

The results of extensive public outreach in the June Lake community concluded in the adoption of General Plan Amendment 18-01 and Mono County Code Chapter 5.65. Amended countywide issues, opportunities and constraints, and the specific June Lake Area Plan Policies, have analyzed both positive and negative impacts resulting from short-term rental. Through the County's regulatory process and limitations on the location, type, and number of permissible short-term rentals, negative impacts are mitigated to the best of the County's ability.

No comments have been received as part of the Use Permit approval and no comments have been received in response to the public hearing notice for the Short-term Rental Activity Permit as of the drafting of this staff report.

- *Whether the property owner has demonstrated to the satisfaction of the Board the ability and capacity to manage the short-term rental in a way that minimizes articulable negative impacts on the surrounding community or adjacent properties, and be responsive to community concerns and complaints; and*

The applicant will utilize a local management company, Rainbow Ridge Realty, responsible for minimizing negative impacts and community concerns and complaints.

- *The potential for the short-term rental to impact other community needs and issues, such as the availability of workforce housing units.*

In the past, the project has not been rented on a long-term basis as workforce housing.

The Board shall deny an application that meets any of the following criteria:

1. The owner has knowingly made a false statement of material fact, or has knowingly omitted a material fact, from the application.
2. A previous STR Activity Permit issued under this Chapter involving the same owner or any person having partial ownership as described in subsection 5.65.070 (C)(1), has been revoked by the County within the two (2) years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
3. The owner, including any person with partial ownership as described in subsection 5.65.070(C)(1), has been determined, by an administrative hearing body or a court of competent jurisdiction, to have engaged in short term rentals in violation of State or local law and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
4. A person with an ownership interest in the property, as described in subsection 5.65.070 (C)(1), has an existing STR Activity Permit on another property within Mono County

None of the conditions stated above appear to apply to this property or the property owner. Violations referenced under #3 above must have occurred after the adoption of MCC 5.65 (May 15, 2018) to be applicable.

CEQA COMPLIANCE

Project is consistent with a Class 1 California Environmental Quality Act (CEQA) exemption.

Class 1 (15301) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Examples include but are not limited to:

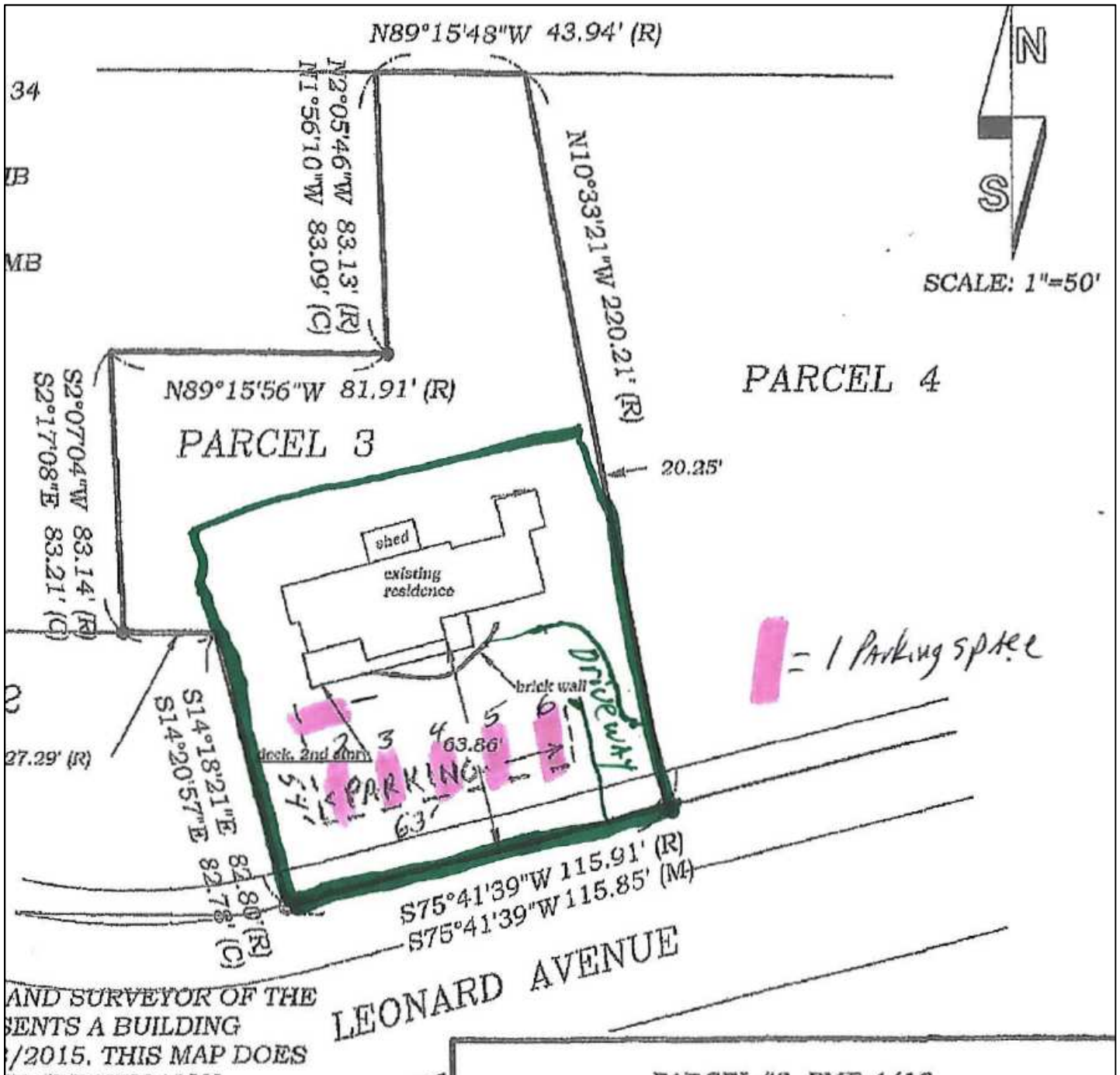
- interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances,
- accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences, and
- conversion of a single-family residence to office use.

Single-family homes that are rented on a short-term basis (as a Type III rental) will still be used as single-family homes and in a manner that is not substantially different from how they would be used if they were occupied by full-time residents or long-term renters. In addition, short-term rentals are subject to compliance with regulations governing the management of these units stipulated in Mono County Code 5.65, which addresses aesthetics, noise, parking, utilities, and other similar issues. As a result, rental of a single-family residence is not an expansion of use, and is no more intensive or impactful than, for example, conversion of a single-family residence to office use.

This staff report was reviewed by the Community Development Director.

ATTACHMENTS

1. Site Plan
2. Short-Term Activity Permit 18-003/Schreiber Conditions of Approval
3. Ms. Lear's California Real Estate license and certified property manager credentials.



Conditions of Approval 18-003/Schreiber

1. Prior to any rental activity, exterior lighting fixtures shall be replaced or retrofitted to comply with Chapter 23 – Dark Sky Regulations.
2. The address of the rental unit must be unobstructed at all times and clearly visible by passersby.
3. STR Activity Permits shall be limited to one per parcel and one per person regardless of whether the ownership interest is in whole or in part.
4. An STR Activity Permit does not create any property interest in the property owner, is not transferable, and automatically terminates upon the transfer or upon revocation of any corresponding Use Permit.
5. An STR Activity Permit issued under this Chapter is an annual permit and shall expire on August 31st of each year (unless renewed or revoked in accordance with this Chapter). Mono County Code Chapter 5.65.090 provides the process to follow for renewal or modifications to this permit.
6. The STR property must provide exterior and interior signage consistent with MCC 5.65.110.B.
7. The STR Activity Permit number, which shall be assigned at the time the permit is issued, shall be posted in the title of every short-term rental advertisement, whether online or in other promotional or advertising materials.
8. The rental property must comply with all requirements of the Mono County Building Division, Environmental Health Department, and Mono County Code 5.65.

COURSE COMPLETION CERTIFICATE

THIS CERTIFICATE WILL VERIFY THAT:

Connie Lear

Real Estate License Number: 01009575

Mailing Address of:

P.o. Box 801, June Lake, CA 93529

has successfully completed the course entitled **PMC6: Vacation Rental Management** via LearnMyWay™ on the date of **June 13, 2018** and registered on **June 12, 2018**, and passed the final examination with a minimum score of 70%.

Please keep this certificate as a record of your completion.

This course was sponsored and this certificate issued by:

The California Association of REALTORS®

525 S. Virgil Ave

Los Angeles, CA 90020

(213) 739-8200

<http://www.car.org/>

Certificate Authentication Number: **757886**

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State of California

Bureau of Real Estate

Real Estate Broker License

Connie Jean Lear

MAIN OFFICE ADDRESS

2603 STATE HWY 158
JUNE LAKE, CA 93529

FICTITIOUS BUSINESS NAME

- CENTURY 21 RAINBOW RIDGE
- RAINBOW RIDGE REALTY & RESERVATIONS

Real Estate Commissioner

Identification Number: 01009575

Issued: February 23, 2017

Expires: February 22, 2021



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Community Development - Planning

TIME REQUIRED Public Hearing: 11:00 AM (20 minutes)

PERSONS APPEARING BEFORE THE BOARD Michael Draper

SUBJECT Short-term Rental (STR) Activity Permit 18-004/Smith (Pursuant to Mono County Code Chapter 5.65)

AGENDA DESCRIPTION:

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

This item is a public hearing, held pursuant to Mono County Code Chapter 5.65, regarding Short-term Rental Activity Permit 18-004/Smith, a non-owner occupied (Type III) short-term rental use in a 4-BD single-family residential unit at 70 Leonard Ave. (APN 015-270-011) in June Lake, with a maximum occupancy of 10 persons and three vehicles.

RECOMMENDED ACTION:

Conduct public hearing and: 1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption. 2. Approve STR Activity Permit 18-004 subject to the findings and conditions as recommended or with desired modifications.

FISCAL IMPACT:

The proposed project will generate an incremental increase in transient occupancy taxes

CONTACT NAME: Michael Draper

PHONE/EMAIL: 760-924-1805 / mdraper@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Attch 3: Lear credentials](#)

History

Time	Who	Approval
9/6/2018 1:52 PM	County Administrative Office	Yes
9/6/2018 7:17 AM	County Counsel	Yes
9/6/2018 1:33 PM	Finance	Yes

Mono County Community Development Department

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

Planning Division

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

Date: September 11, 2018
To: **Honorable Mono County Board of Supervisors**
From: Michael Draper, CDD Analyst
Re: **Short-term Rental (STR) Activity Permit 18-004/Smith**

RECOMMENDATION

1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption.
2. Approve STR Activity Permit 18-004 subject to the findings and conditions as recommended or with desired modifications.

FISCAL IMPACT

The proposed project will generate an incremental increase in transient occupancy taxes.

BACKGROUND

In late 2016, the June Lake Citizens Advisory Committee (CAC) raised various concerns regarding proposed General Plan changes to short-term rental regulations and recommended that language be revised to allow short-term rentals only if consistent with applicable area plans. This language was adopted, and June Lake initiated a process to determine where short-term rentals would and would not be allowed within the community, and any additional regulations that should apply. A subcommittee was established to guide the process, which took a little over a year to complete and included over 50 hours of community meetings and 300 hours of staff time. The full compilation of workshop and policy development proceedings is 411 pages long and available at:

https://www.monocounty.ca.gov/sites/default/files/fileattachments/june_lake_citizens_advisory_committee/page/9707/str_wrkshp_prdngs_as_of_02.15.18.pdf.

The result was a General Plan Amendment adopted in May 2018 that refined Chapter 25 in the Land Use Element and specifically identified the types and locations of acceptable short-term rentals in June Lake through Area Plan policies. In addition, Mono County Code Chapter 5.65 was also approved, establishing a Short-Term Rental Activity permit governing the operation of rentals and making the approval non-transferable if ownership changes. The Short-Term Rental Activity Permit is approved separately from the Use Permit by the Board of Supervisors and is also required prior to the commencement of rental activity.

A Use Permit was approved for this project by the Planning Commission on August 16, 2018.

DISCUSSION

The proposal, STR Activity Permit 18-004/Smith, is for a Type III non-owner occupied short-term rental located at 70 Leonard Avenue, June Lake. The property is within the appropriate land use designation, Single-Family Residential (SFR), and contains one dwelling with four bedrooms. Occupancy of this short-term rental shall not exceed ten persons and parking is limited to three vehicles. Onsite parking shall be required for all guest vehicles and all guests must sleep within the rental unit. See Attachment 1 for the site plan.

The property is owned by the Smith Living Trust, and the applicants Lary Don and Mary Ann Smith acting as trustee, have applied for this permit. This will be the only STR Activity Permit granted to the Smith Living Trust. Under penalty of perjury, the applicants have agreed to comply with all requirements of Mono County Code Chapter 5.65, including section 5.65.110,

“Short-term Rental (STR) standards and requirements” (Attachment 1). The property will be managed by Connie Lear of Rainbow Ridge Realty. Ms. Lear has a California Real Estate license and certified property manager credentials.

Lary Don and Mary Ann Smith are in the process of obtaining a Mono County Business license and a Mono County Transient Occupancy Tax Certificate. The rights of this STR Activity Permit may not be exercised prior to obtaining the business license and tax certificate.

This permit is nontransferable and will terminate upon the transfer or upon revocation of any corresponding Use Permit.

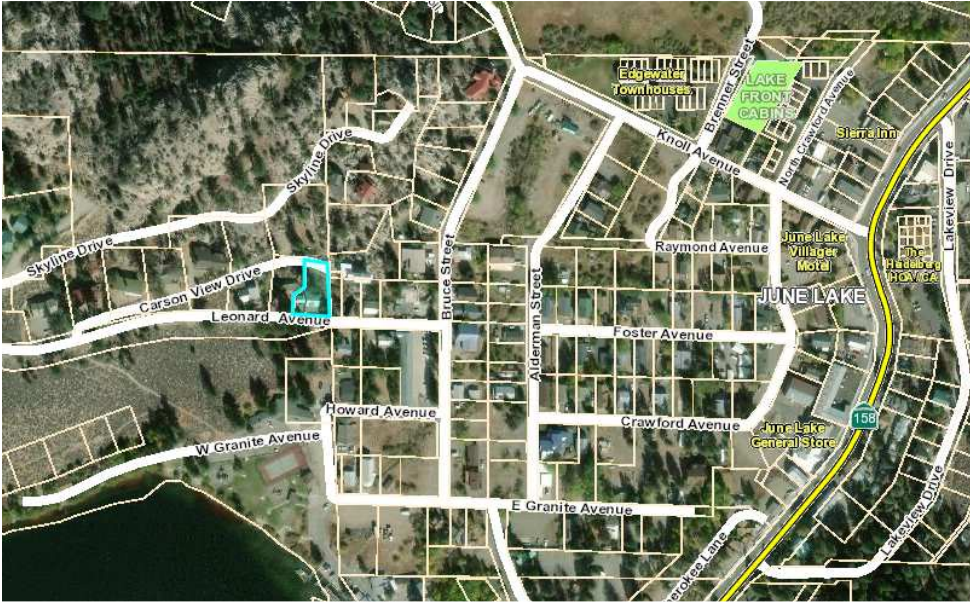


Figure 1: Project location, 70 Leonard Ave.



Figure 2: Addressing and parking need to be improved to meet General Plan and MCC standards. The structure also lacks snow guards above the main entrance and staircase.

Following the noticed public hearing to consider the approval of an STR Activity Permit, the Board may issue the permit if (MCC 5.65.080.C):

1. *The short-term rental, as proposed, will comply with the requirements of state law and regulations, the Mono County General Plan, the Mono County Code and this Chapter.*

In approving Use Permit 18-009/Smith, it has been found that the project will comply with Mono County General Plan, and under penalty of perjury, the applicant has certified that the property complies with all requirements of Mono County Code Chapter 5.65. The rental unit will be equipped with interior and exterior signage notifying renters of these requirements, per MCC chapter 5.65.110.B and the owner shall maintain property insurance coverage specific to short-term rentals.

A Condition of Approval for this project shall be to improve the property's addressing. The address of the rental unit must be unobstructed at all time and clearly visible by passersby.

A Condition of Approval for this project shall be to pave parking on the property. A single-family residential property less than half an acre and taking access from a paved road is required to be paved with asphalt or similar impervious or approved semi-pervious surface (Mono County General Plan Chapter 6, Table 06.020 "Driveway paving requirements"). This property is 0.25 acres and takes access from Leonard Avenue, a paved County road.

The property must install snow guards on the roof above the front deck, exterior staircase and all entrances.

A Condition of Approval for this project shall be to replace outdoor lighting fixtures to be compliant with Mono County General Plan Dark Sky Regulations Chapter 23.050 "General requirements". Current outdoor lighting fixtures do not meet the required standards.

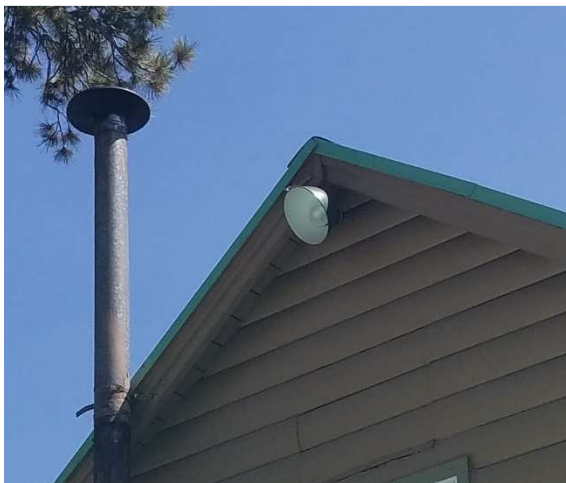


Figure 4: Current exterior lighting fixtures

2. *The property has all necessary land use entitlements as required by the Mono County General Plan*

The project has received a Use Permit to conduct the activity on August 16, 2018.

3. *The owner has demonstrated to the satisfaction of the Board the ability to comply with state law and regulation, the Mono County General Plan, the Mono County Code and MCC Chapter 5.65*

The owner has demonstrated the ability to comply with Mono County General Plan. This application has received a Use Permit and complies with June Lake Area Plan Policy once the Activity Permit conditions are met. The applicant has provided all necessary materials per MCC Chapter 5.65 requirements.

4. *The Board determines that issuance of the permit is in the best interests of the community, the County and the citizens of and visitors to Mono County based on the following:*

- *Whether there are specific and articulable positive or negative impacts on the surrounding community or adjacent properties from the proposed short-term rental;*

The results of extensive public outreach in the June Lake community concluded in the adoption of General Plan Amendment 18-01 and Mono County Code Chapter 5.65. Amended countywide issues, opportunities and constraints, and the specific June Lake Area Plan Policies, have analyzed both positive and negative impacts resulting from short-term rental. Through the County's regulatory process and limitations on the location, type, and number of permissible short-term rentals, negative impacts are mitigated to the best of the County's ability.

No comments on this project were received in response to either the use permit public hearing notice for the Planning Commission or, as of the drafting of this staff report, the activity permit public notice for the Board of Supervisors.

- *Whether the property owner has demonstrated to the satisfaction of the Board the ability and capacity to manage the short-term rental in a way that minimizes articulable negative impacts on the surrounding community or adjacent properties, and be responsive to community concerns and complaints; and*

The applicant will utilize a local management company, Rainbow Ridge Realty, responsible for minimizing negative impacts and responding to community concerns and complaints.

- *The potential for the short-term rental to impact other community needs and issues, such as the availability of workforce housing units.*

In the past, the project has not been rented on a long-term basis as workforce housing.

The Board shall deny an application that meets any of the following criteria:

1. The owner has knowingly made a false statement of material fact, or has knowingly omitted a material fact, from the application.
2. A previous STR Activity Permit issued under this Chapter involving the same owner or any person having partial ownership as described in subsection 5.65.070 (C)(1), has been revoked by the County within the two (2) years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
3. The owner, including any person with partial ownership as described in subsection 5.65.070(C)(1), has been determined, by an administrative hearing body or a court of competent jurisdiction, to have engaged in short term rentals in violation of State or local law and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
4. A person with an ownership interest in the property, as described in subsection 5.65.070 (C)(1), has an existing STR Activity Permit on another property within Mono County

None of the conditions stated above appear to apply to this property or the property owner. Violations referenced under #3 above must have occurred after the adoption of MCC 5.65 (May 15, 2018) to be applicable.

CEQA COMPLIANCE

Project is consistent with a Class 1 California Environmental Quality Act (CEQA) exemption.

Class 1 (15301) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Examples include but are not limited to:

- interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances,
- accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences, and
- conversion of a single-family residence to office use.

Single-family homes that are rented on a short-term basis (as a Type III rental) will still be used as single-family homes and in a manner that is not substantially different from how they would be used if they were occupied by full-time residents or long-term renters. In addition, short-term rentals are subject to compliance with regulations governing the management of these units stipulated in Mono County Code 5.65, which addresses aesthetics, noise, parking, utilities, and other similar issues. As a result, rental of a single-family residence is not an expansion of use, and is no more intensive or impactful than, for example, conversion of a single-family residence to office use.

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

ATTACHMENTS

1. Site Plan
2. Short-Term Rental Activity Permit 18-004/Smith Conditions of Approval
3. Ms. Lear's California Real Estate license and certified property manager credentials.

Smith Mountain Home

14 June 2018

This property is managed by Rainbow Ridge Realty
Property Manager: Connie Lear, Office: 760-648-7811

MAX No. Occupants: 10

MAX No. Vehicles: 3

Parking Area A:

2 vehicles:

_17_ft x _26_ft

Parking Area B:

1 vehicle:

_17_ft x _20_ft

House
70 Leonard Ave
June Lake 93529

GARAGE

**Parking
Area A**

Not to
scale

**Parking
Area B**

Not to
scale

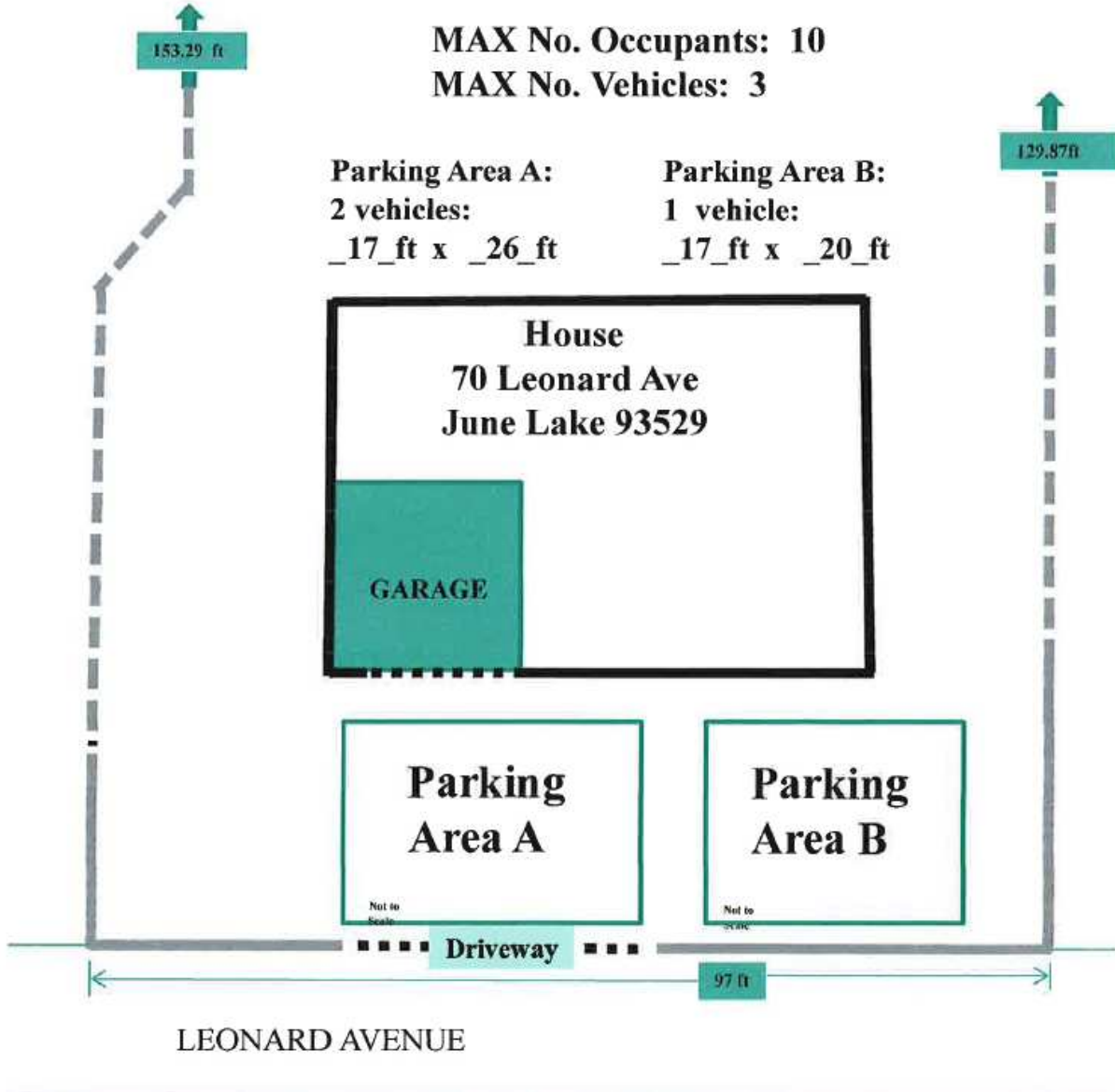
Driveway

97 ft

LEONARD AVENUE

153.29 ft

129.87ft



Attachment 2: Conditions of Approval 18-004/Smith

1. Prior to any rental activity, exterior lighting fixtures shall be replaced or retrofitted to comply with Chapter 23 – Dark Sky Regulations.
2. Prior to any rental activity, snow guards shall be installed on the roof above the front deck, main entrance and exterior stair way.
3. Prior to any rental activity, parking shall be paved to meet Mono County General Plan Chapter 4 “Parking” requirements.
4. The address of the rental unit must be unobstructed at all times and clearly visible by passersby.
5. STR Activity Permits shall be limited to one per parcel and one per person regardless of whether the ownership interest is in whole or in part.
6. An STR Activity Permit does not create any property interest in the property owner, is not transferable, and automatically terminates upon the transfer or upon revocation of any corresponding Use Permit.
7. An STR Activity Permit issued under this Chapter is an annual permit and shall expire on August 31 of each year (unless renewed or revoked in accordance with this Chapter). Mono County Code Chapter 5.65.090 provides the process to follow for renewal or modifications to this permit.
8. The STR property must provide exterior and interior signage consistent with MCC 5.65.110.B.
9. The STR Activity Permit number, which shall be assigned at the time the permit is issued, shall be posted in the title of every short-term rental advertisement, whether online or in other promotional or advertising materials.
10. The rental property must comply with all requirements of the Mono County Building Division, Environmental Health Department, and Mono County Code 5.65.

COURSE COMPLETION CERTIFICATE

THIS CERTIFICATE WILL VERIFY THAT:

Connie Lear

Real Estate License Number: 01009575

Mailing Address of:

P.o. Box 801, June Lake, CA 93529

has successfully completed the course entitled **PMC6: Vacation Rental Management** via LearnMyWay™ on the date of **June 13, 2018** and registered on **June 12, 2018**, and passed the final examination with a minimum score of 70%.

Please keep this certificate as a record of your completion.

This course was sponsored and this certificate issued by:

The California Association of REALTORS®

525 S. Virgil Ave

Los Angeles, CA 90020

(213) 739-8200

<http://www.car.org/>

Certificate Authentication Number: **757886**

This certificate is void if the above authentication number cannot be verified by OnlineEd

Click to verify: <https://www.onlineed.com/VERIFY?BBBF-090E-B07C-F00E-07EB>



State of California

Bureau of Real Estate

Real Estate Broker License

Connie Jean Lear

MAIN OFFICE ADDRESS

2603 STATE HWY 158
JUNE LAKE, CA 93529

FICTITIOUS BUSINESS NAME

- CENTURY 21 RAINBOW RIDGE
- RAINBOW RIDGE REALTY & RESERVATIONS

Real Estate Commissioner

Identification Number: 01009575

Issued: February 23, 2017

Expires: February 22, 2021



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: Community Development - Planning

TIME REQUIRED Public Hearing: 11:20 AM (20 minutes)

PERSONS APPEARING BEFORE THE BOARD Michael Draper

SUBJECT Short-term Rental (STR) Activity Permit 18-005/Stephanian (Pursuant to Mono County Code Chapter 5.65)

AGENDA DESCRIPTION:

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

This item is a public hearing, held pursuant to Mono County Code Chapter 5.65, regarding Short-term Rental Activity Permit 18-005/Stepanian, a non-owner occupied (Type III) short-term rental use in a 4-BD single-family residential unit at 27 Carson View Dr. (Leonard Ave. neighborhood, APN 015-270-005) in June Lake with a maximum occupancy of 10 persons and four vehicles.

RECOMMENDED ACTION:

Conduct public hearing and: 1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption. 2. Approve STR Activity Permit 18-002 subject to the findings and conditions as recommended or with desired modifications.

FISCAL IMPACT:

The proposed project will generate an incremental increase in transient occupancy taxes.

CONTACT NAME: Michael Draper

PHONE/EMAIL: 760-924-1805 / mdraper@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Attch 3: Lear Credentials

History

Time	Who	Approval
9/6/2018 1:50 PM	County Administrative Office	Yes
9/6/2018 11:34 AM	County Counsel	Yes
9/6/2018 1:34 PM	Finance	Yes

Mono County Community Development Department

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

Planning Division

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

Date: September 11, 2018
To: **Honorable Mono County Board of Supervisors**
From: Michael Draper, CDD Analyst
Re: **Short-term Rental (STR) Activity Permit 18-005/Stepanian**

RECOMMENDATION

1. Find that the project qualifies as a Categorical Exemption under CEQA guideline 15301 and file a Notice of Exemption.
2. Approve STR Activity Permit 18-005 subject to the findings and conditions as recommended or with desired modifications.

FISCAL IMPACT

The proposed project will generate an incremental increase in transient occupancy taxes.

BACKGROUND

In late 2016, the June Lake Citizens Advisory Committee (CAC) raised various concerns regarding proposed General Plan changes to short-term rental regulations and recommended that language be revised to allow short-term rentals only if consistent with applicable area plans. This language was adopted, and June Lake initiated a process to determine where short-term rentals would and would not be allowed within the community, and any additional regulations that should apply. A subcommittee was established to guide the process, which took a little over a year to complete and included over 50 hours of community meetings and 300 hours of staff time. The full compilation of workshop and policy development proceedings is 411 pages long and available at:

https://www.monocounty.ca.gov/sites/default/files/fileattachments/june_lake_citizens_advisory_committee/page/9707/str_wrkshp_prcdngs_as_of_02.15.18.pdf.

The result was a General Plan Amendment adopted in May 2018 that refined Chapter 25 in the Land Use Element and specifically identified the types and locations of acceptable short-term rentals in June Lake through Area Plan policies. In addition, Mono County Code Chapter 5.65 was also approved, establishing a Short-Term Rental Activity permit governing the operation of rentals and making the approval non-transferable if ownership changes. The Short-Term Rental Activity Permit is approved separately from the Use Permit by the Board of Supervisors and is also required prior to the commencement of rental activity.

A Use Permit was approved for this project by the Planning Commission on August 16, 2018.

DISCUSSION

The proposal, STR Activity Permit 18-005/Stepanian, is for a Type III non-owner occupied short-term rental located at 27 Carson View Drive, June Lake. The property is within the appropriate land use designation, Single-Family Residential (SFR), and contains one dwelling with four bedrooms. Occupancy of this short-term rental shall not exceed ten persons and parking is limited to four vehicles. Onsite parking shall be required for all guest vehicles and all guests must sleep within the rental unit. See Attachment 1 for the site plan.

The property is owned by the Stepanian Living Trust, and the applicant Lynn Stepanian acting as trustee, has applied for this permit. This will be the only STR Activity Permit granted to Lynn Stepanian and the Trust. Under penalty of perjury, the applicant has certified that the property complies with all requirements of Mono County Code Chapter 5.65, including section

5.65.110, "Short-term Rental (STR) standards and requirements". The property will be managed by Connie Lear of Rainbow Ridge Realty. Ms. Lear has a California Real Estate license and certified property manager credentials (Attachment 3).

Lynn Stepanian is in the process of obtaining a Mono County Business license and a Mono County Transient Occupancy Tax Certificate. The rights of this STR Activity Permit may not be exercised prior to obtaining the business license and tax certificate.

This permit is nontransferable and will terminate upon the transfer or upon revocation of any corresponding Use Permit.

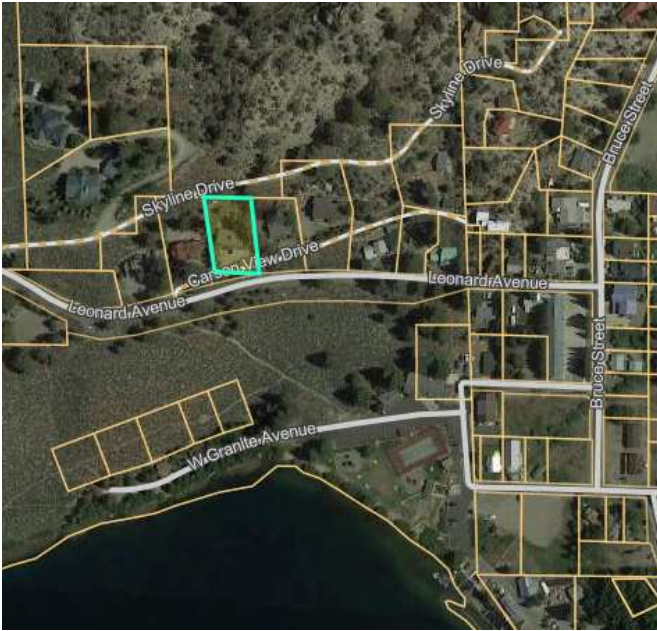


Figure 1: Project location, 27 Carson View Dr.



Figure 2: Property frontage

Following the noticed public hearing to consider the approval of an STR Activity Permit, the Board may issue the permit if (MCC 5.65.080.C):

1. *The short-term rental, as proposed, will comply with the requirements of state law and regulations, the Mono County General Plan, the Mono County Code and this Chapter.*

In approving Use Permit 18-010/Stepanian, it has been found that the project will comply with Mono County General Plan, and under penalty of perjury, the applicant has certified that the property complies with all requirements of Mono County Code Chapter 5.65. The property takes access off Carson View Drive, which is a private road. The rental unit will be equipped with interior and exterior signage notifying renters of these requirements, per MCC chapter 5.65.110.B and the owner shall maintain property insurance coverage specific to short-term rentals.

A Condition of Approval for this project shall be to improve the property's addressing. The address of the rental unit must be unobstructed at all time and clearly visible by passersby.

2. *The property has all necessary land use entitlements as required by the Mono County General Plan*

The project has received a Use Permit to conduct the activity on August 16, 2018.

3. *The owner has demonstrated to the satisfaction of the Board the ability to comply with state law and regulation, the Mono County General Plan, the Mono County Code and MCC Chapter 5.65*

The owner has demonstrated the ability to comply with the Mono County General Plan. This application has received a Use Permit and complies with June Lake Area Plan Policy once the Activity Permit conditions are met. The applicant has provided all necessary materials per MCC Chapter 5.65 requirements.

4. *The Board determines that issuance of the permit is in the best interests of the community, the County and the citizens of and visitors to Mono County based on the following:*
 - o *Whether there are specific and articulable positive or negative impacts on the surrounding community or adjacent properties from the proposed short-term rental;*

The results of extensive public outreach in the June Lake community concluded in the adoption of General Plan Amendment 18-01 and Mono County Code Chapter 5.65. Amended countywide issues, opportunities and constraints, and the specific June Lake Area Plan Policies, have analyzed both positive and negative impacts resulting from short-term rental. Through the County's regulatory process and limitations on the location, type, and number of permissible short-term rentals, negative impacts are mitigated to the best of the County's ability.

No comments on this project were received in response to either the use permit public hearing notice for the Planning Commission or, as of the drafting of this staff report, the activity permit public notice for the Board of Supervisors.

- o *Whether the property owner has demonstrated to the satisfaction of the Board the ability and capacity to manage the short-term rental in a way that minimizes articulable negative impacts on the surrounding community or adjacent properties, and be responsive to community concerns and complaints; and*

The applicant will utilize a local management company, Rainbow Ridge Realty, responsible for minimizing negative impacts and responding to community concerns and complaints.

- o *The potential for the short-term rental to impact other community needs and issues, such as the availability of workforce housing units.*

In the past, the project has not been rented on a long-term basis as workforce housing.

The Board shall deny an application that meets any of the following criteria:

1. The owner has knowingly made a false statement of material fact, or has knowingly omitted a material fact, from the application.
2. A previous STR Activity Permit issued under this Chapter involving the same owner or any person having partial ownership as described in subsection 5.65.070 (C)(1), has been revoked by the County within the two (2) years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
3. The owner, including any person with partial ownership as described in subsection 5.65.070(C)(1), has been determined, by an administrative hearing body or a court of competent jurisdiction, to have engaged in short term rentals in violation of State or local law and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
4. A person with an ownership interest in the property, as described in subsection 5.65.070 (C)(1), has an existing STR Activity Permit on another property within Mono County

None of the conditions stated above appear to apply to this property or the property owner. Violations referenced under #3 above must have occurred after the adoption of MCC (May 15, 2018) to be applicable.

CEQA COMPLIANCE

Project is consistent with a Class 1 California Environmental Quality Act (CEQA) exemption.

Class 1 (15301) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Examples include but are not limited to:

- interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances,
- accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences, and
- conversion of a single-family residence to office use.

Single-family homes that are rented on a short-term basis (as a Type III rental) will still be used as single-family homes and in a manner that is not substantially different from how they would be used if they were occupied by full-time residents or long-term renters. In addition, short-term rentals are subject to compliance with regulations governing the management of these units stipulated in Mono County Code 5.65, which addresses aesthetics, noise, parking, utilities, and other similar issues. As a result, rental of a single-family residence is not an expansion of use, and is no more intensive or impactful than, for example, conversion of a single-family residence to office use.

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

ATTACHMENTS

1. Site Plan
2. Short-Term Activity Permit 18-005/Stepanian Conditions of Approval
3. Ms. Lear's California Real Estate license and certified property manager credentials.

Attachment 2: Conditions of Approval 18-004/Stepanian

1. The address of the rental unit must be unobstructed at all times and clearly visible by passersby.
2. Exterior lighting fixtures shall comply with Chapter 23 – Dark Sky Regulations, e.g., light bulbs in fixtures shielded by a translucent cover and a opaque top shall be 40 watts or less, and other existing fixtures shall be downward directed.
3. STR Activity Permits shall be limited to one per parcel and one per person regardless of whether the ownership interest is in whole or in part.
4. An STR Activity Permit does not create any property interest in the property owner, is not transferable, and automatically terminates upon the transfer or upon revocation of any corresponding Use Permit.
5. An STR Activity Permit issued under this Chapter is an annual permit and shall expire on August 31st of each year (unless renewed or revoked in accordance with this Chapter). Mono County Code Chapter 5.65.090 provides the process to follow for renewal or modifications to this permit.
6. The STR property must provide exterior and interior signage consistent with MCC 5.65.110.B.
7. The STR Activity Permit number, which shall be assigned at the time the permit is issued, shall be posted in the title of every short-term rental advertisement, whether online or in other promotional or advertising materials.
8. The rental property must comply with all requirements of the Mono County Building Division, Environmental Health Department, and Mono County Code 5.65.

COURSE COMPLETION CERTIFICATE

THIS CERTIFICATE WILL VERIFY THAT:

Connie Lear

Real Estate License Number: 01009575

Mailing Address of:

P.o. Box 801, June Lake, CA 93529

has successfully completed the course entitled **PMC6: Vacation Rental Management** via LearnMyWay™ on the date of **June 13, 2018** and registered on **June 12, 2018**, and passed the final examination with a minimum score of 70%.

Please keep this certificate as a record of your completion.

This course was sponsored and this certificate issued by:

The California Association of REALTORS®

525 S. Virgil Ave

Los Angeles, CA 90020

(213) 739-8200

<http://www.car.org/>

Certificate Authentication Number: **757886**

This certificate is void if the above authentication number cannot be verified by OnlineEd

Click to verify: <https://www.onlineed.com/VERIFY?BBBF-090E-B07C-F00E-07EB>



State of California

Bureau of Real Estate

Real Estate Broker License

Connie Jean Lear

MAIN OFFICE ADDRESS

2603 STATE HWY 158
JUNE LAKE, CA 93529

FICTITIOUS BUSINESS NAME

- CENTURY 21 RAINBOW RIDGE
- RAINBOW RIDGE REALTY & RESERVATIONS

Real Estate Commissioner

Identification Number: **01009575**

Issued: **February 23, 2017**

Expires: **February 22, 2021**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

Departments: CDD

TIME REQUIRED 40 minutes

PERSONS APPEARING BEFORE THE BOARD Wendy Sugimura, Sandra Bauer

SUBJECT Preparation of Comments in
Response to LADWP's Notice of
Preparation of a Draft Environmental
Impact Report

AGENDA DESCRIPTION:

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

Discussion regarding a comment letter to the Los Angeles Department of Water and Power in response to the Notice of Preparation of a Draft Environmental Impact Report for the proposed Mono County Ranch Lease Renewal project.

RECOMMENDED ACTION:

Receive staff presentation on initial concepts to be developed in a comment letter, and provide desired additional input and direction.

FISCAL IMPACT:

To provide a thorough and complete comment letter, staff capacity is being augmented by a select team of experts in CEQA, biological resources and hydrology. A request for budget augmentation for the consultant costs will be made at the Oct. 2 budget meeting.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 7609241814 / wsugimura@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[LADWP NOP staff report](#)

[LADWP NOP 8-15-18](#)

History

Time	Who	Approval
9/6/2018 1:49 PM	County Administrative Office	Yes
9/6/2018 11:26 AM	County Counsel	Yes
9/6/2018 4:08 PM	Finance	Yes

Mono County Community Development Department

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

Planning Division

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

Date: September 11, 2018
To: **Honorable Mono County Board of Supervisors**
From: Wendy Sugimura, Director
Re: **Preparation of Comments in Response to LADWP's Notice of Preparation of a Draft Environmental Impact Report**

RECOMMENDATIONS

Receive staff presentation on initial concepts to be developed in a comment letter, and provide desired additional input and direction.

FISCAL IMPACT

To provide a thorough and complete comment letter, staff capacity is being augmented by a select team of experts in CEQA, biological resources and hydrology. A request for budget augmentation for the consultant costs will be made at the Oct. 2 budget meeting.

DISCUSSION

Mono County received a Notice of Preparation (NOP) of a Draft Environmental Impact Report (EIR), dated August 15, 2018, from the Los Angeles Department of Water and Power (LADWP) for the proposed Mono County Ranch Lease Renewal Project (see Attachment 1). The NOP includes a project description, location, and identification of potential environmental effects (to the extent known), and notes a public scoping meeting will be held to solicit input. The deadline to submit comments is Oct. 16, 2018, at 5:00 pm.

The purpose of the NOP and scoping is to

- Identify a range of actions, alternatives, mitigation measures and significant effects to be analyzed in depth,
- Eliminate from detailed study issues found less than significant, and
- Respond to the concerns of community, state, local and federal agencies, and other concerned parties.

The scoping period and detailed comments are critical in shaping the project, project alternatives, the content and focus of the environmental analysis, and establishing standing by an interested party. Because this is such an important step in the process, a select team of experts in CEQA (Sandra Bauer, Bauer Planning and Environmental Services, Inc.), biological resources (Jim Paulus, Ph.D.), and hydrology (Rick Kattlemann, Ph.D.), have been engaged to assist the County with the NOP comments.

Sandra Bauer regularly provides CEQA services for various project subject to County permits and led the CEQA analysis for the 2015 General Plan Update. Dr. Paulus regularly provides biological resource studies and assessments for these same projects, including the 2015 General Plan, and was instrumental in the County's work on the sage-grouse listing issue around 2013-2014. Dr. Kattlemann has developed watershed assessments for the County and formerly served as a Planning Commissioner.

The consultant team will present the concepts currently identified for further development and inclusion in Mono County's comment letter. The Board is invited to provide any additional components or input for the comment letter, and any direction to staff.

Attachment: NOP letter from LADWP

NOTICE OF PREPARATION ENVIRONMENTAL IMPACT REPORT

Date: August 15, 2018

To: State Clearinghouse, Responsible and Trustee Agencies, and Interested Individuals

Subject: Notice of Preparation of a Draft Environmental Impact Report

Project Title: Mono County Ranch Lease Renewal Project

Lead Agency: The Los Angeles Department of Water and Power

As the Lead Agency under the California Environmental Quality Act (CEQA), the Los Angeles Department of Water and Power (LADWP) has determined that an Environmental Impact Report (EIR) will be prepared for the proposed Mono County Ranch Lease Renewal Project (proposed Project). LADWP is soliciting input from members of the public, organizations, and government agencies on the scope and content of the information to be included and analyzed in the EIR. Agencies should comment on the elements of the environmental information that are relevant to their statutory responsibilities in connection with the proposed Project.

The proposed project description, location, and potential environmental effects (to the extent known) are described in this Notice of Preparation. A public scoping meeting will be held to solicit input from interested parties on the scope and content of the EIR. A subsequent notice will be circulated with the date, time and location of the meeting.

Project Description

LADWP operates the existing Los Angeles Aqueduct (LAA) which transports water from Mono and Inyo Counties to Los Angeles. The City also leases City of Los Angeles-owned land to ten ranches in Mono County for various uses including cattle ranching. Those leases have expired and are now operating on holdover status. LADWP is proposing to enter into new Mono County leases for a potential 20 year term, which would constitute the proposed Project. The new Mono County leases would provide for LADWP to spread water deliveries to lands covered by the leases for operational purposes only, as determined by LADWP, at its sole discretion.

Project Location

The proposed leases are for City of Los Angeles-owned lands located in Mono County, California, on the eastern slope of the Sierra Nevada Mountains. The area includes the communities of Sunny Slopes/Tom's Place, Aspen Springs, Crowley Lake/Hilton Creek, McGee Creek, and Long Valley. Pursuant to Section 15072 of the California Environmental Quality Act, the Project site is not on any of the lists enumerated under Section 65962.5 of the Government Code.

Potential Environmental Effects

LADWP has historically spread water deliveries for agricultural irrigation purposes on approximately 6,100 acres on ranches for which LADWP proposes to enter new leases. The spreading of Eastern Sierra water for irrigation purposes on City of Los Angeles-owned land in Mono County was historically performed on an ad hoc basis, to accommodate LADWP's operational need to spread surplus water in the LAA system. LADWP anticipates that, under the proposed Project, it will spread water deliveries to lands covered by the leases less frequently, and in smaller average volumes, than in the past, due to enhancement/mitigation requirements and reductions in water deliveries that have greatly reduced the occurrences of surplus water in the LAA. The proposed Project will aid LADWP to restore natural hydrology in Mono County streams and maintain the best use of water as a resource for municipal purposes. LADWP's existing practice of spreading water for the sage grouse would not be affected by the proposed project.

Project level analyses for the proposed Project will focus on:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hydrology and Water Quality
- Recreation

The EIR will also evaluate a reasonable range of alternatives to the proposed Project to feasibly reduce or avoid significant impacts.

Public and Agency Review

Interested parties may submit their comments on the content of the EIR to:

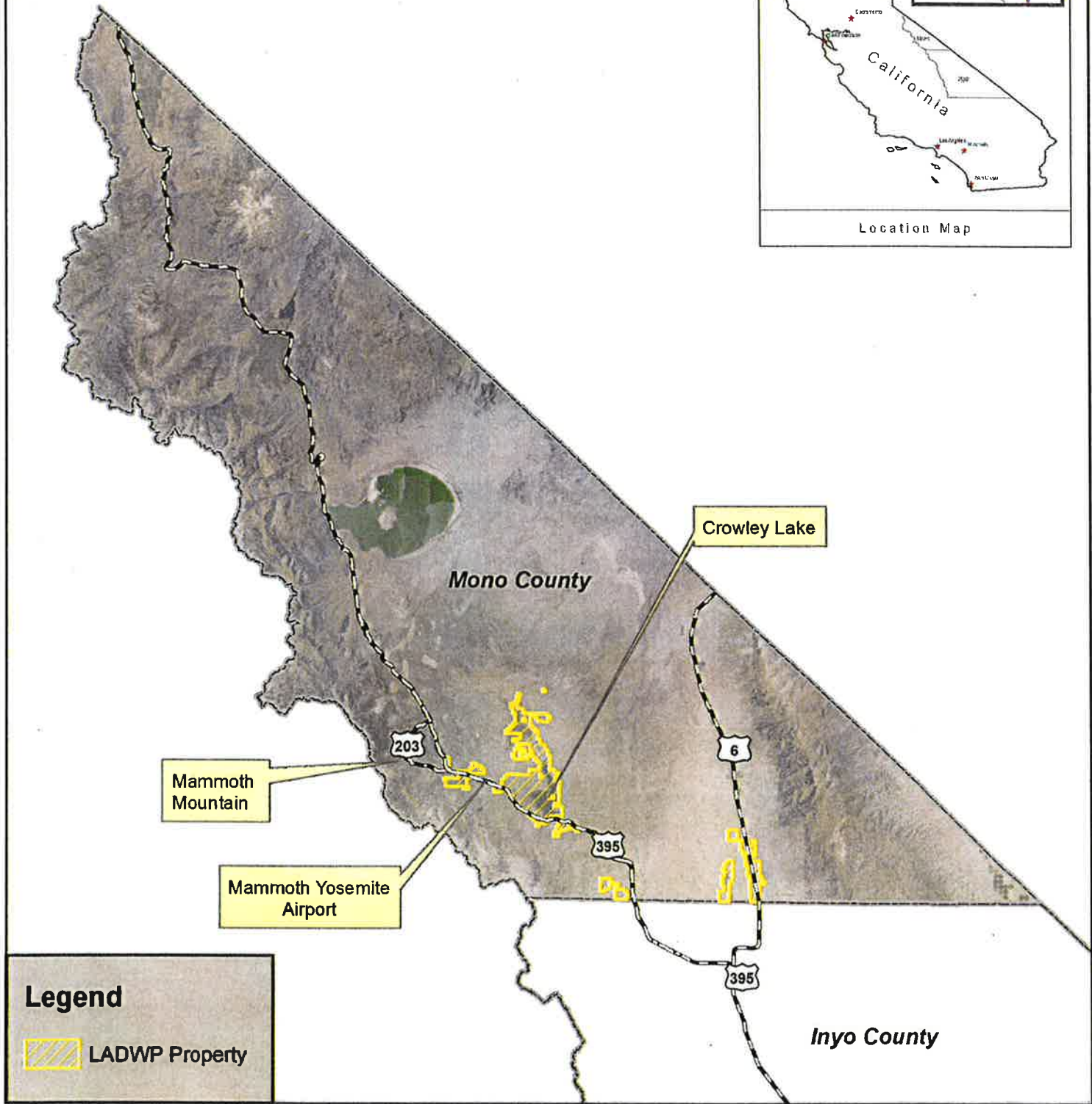
Los Angeles Department of Water and Power
Attention: Jane Hauptman
111 North Hope Street, Room 1044
Los Angeles, CA 90012

Due to the time limits mandated by State Law, your response must be sent at the earliest possible date but not later than 5:00 p.m. on **October 16, 2018**. Any questions regarding this notice should be directed to the contact listed above. Please provide a contact person from your agency.


In addition to the ongoing public and agency participation process, formal opportunities for public participation would be provided upon publication of the Draft EIR.

A handwritten signature in blue ink that reads "Charles C. Holloway" is written over a horizontal line.

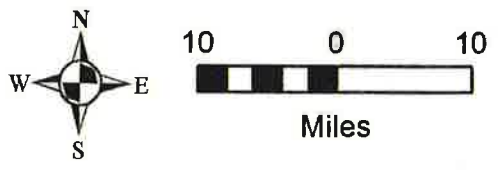
Charles C. Holloway
Manager of Environmental Planning and Assessment



Legend

 LADWP Property

This legend block defines the yellow hatched symbol used on the map to represent LADWP property.



LADWP Property in Mono County Ranch Lease Renewal Project



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE September 11, 2018

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono v. Los Angeles Department of Water and Power et al.* (Mono County Super. Court Case No. CV180078).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
9/5/2018 8:24 PM	County Administrative Office	Yes
9/5/2018 12:27 PM	County Counsel	Yes
9/6/2018 1:09 PM	Finance	Yes