

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: Today's meeting is accessible to the public via Zoom webinar at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

Public Notices: (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

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

July 27, 2021 - 8:30 AM

1. **PUBLIC COMMENT** (Join meeting via Zoom [here](#))

CLOSED SESSION

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

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

6. **PLEDGE OF ALLEGIANCE**
7. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
8. **PUBLIC COMMENT**
9. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

DEPARTMENTAL - PERSONNEL ACTIONS

10. **County Administrator - Recycling & Waste Management** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Gate Attendant exists in Recycling and Waste Management, as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Gate Attendant at Range 50 (\$3,094 - \$3,764).
11. **Planning Department** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Senior Planner exists in the Planning Department budget, as certified by the Planning Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Senior Planner at Range 78 (\$5,971 - \$7,255).

CONSENT AGENDA (Approval recommended by the County Administrator)

12. **County Administrator** - Request Board approve the agreement between the County of Inyo and Kristine L. Eisler for the Provision of Professional Services As A Public Defender for the period of August 16, 2021 through June 30, 2024, in an amount not to exceed \$431,452, contingent upon the adoption of future budgets, and authorize the Chairperson to sign.
13. **Health & Human Services** - Request Board authorize the issuance of a blanket purchase order payable to Fiscal Experts, Inc. (Time Study Buddy) in the amount of \$19,000 for the automated time study and time card system in all Health & Human Services Programs for Fiscal Year 2021-2022, contingent upon the adoption of the Fiscal Year 2021-2022 Budget.
14. **Health & Human Services - Behavioral Health** - Request Board approve the contract between the County of Inyo and Inyo County Office of Education for the implementation of the Mental Health Services Act (MHSA) Prevention Early Intervention (PEI) North Star Counseling Program Services in an amount not to exceed \$80,000 for the period of August 1, 2021 through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

15. **Health & Human Services - Behavioral Health** - Request Board approve Amendment No. 20-10178 A01 to the three-year contract between the County of Inyo and the Department of Health Care Services (DHCS) for Drug Medi-Cal (DMC) services for substance use treatment, increasing the contract to an annual amount of \$224,500, and a total contract amount not to exceed \$673,500, for the period beginning July 1, 2020 through June 30, 2023, contingent upon the Board's adoption of future budgets, and authorize the Health and Human Services Director to sign the Standard Agreement (STD Form 213), and one (1) California Civil Rights Laws Certification.
16. **Health & Human Services - Behavioral Health** - Request Board appoint Marilyn Mann, HHS Director, as the Interim Local Mental Health Director and the authorized LPS (Lanterman-Petris-Short) Conservator, and authorize the Acting County Administrator to sign a Interim Local Mental Health Director Appointment Letter.
17. **Health & Human Services - Social Services** - Request Board authorize the issuance of a blanket purchase order payable to Pitney Bowes in the amount of \$15,000 for postage in the Social Services Programs for Fiscal Year 2021-2022, contingent upon adoption of the Fiscal Year 2021-2022 Budget.
18. **Public Works** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and Quincy Engineering Inc. of Rancho Cordova, CA, extending the term end date from July 31, 2021 to June 30, 2023, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
19. **Public Works** - Request Board approve Resolution No. 2021-40, titled, "A Resolution of the Inyo County Board of Supervisors Designating a Standardized Detour for an Annual Labor Day Parade in Bishop; and Authorizing the Road Commissioner or his Designee to Execute Documents Related to this Closure," and authorize the Chairperson to sign.

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

20. **Child Support Services** - Request Board approve a proclamation declaring August 2021 as Child Support Awareness Month in Inyo County.
21. **Agricultural Commissioner - OVMAP** - Request Board consider the ordering of services and the levy of the assessments for the Fiscal Year 2021-2022, and adopt Resolution No. 2021-41 approving the Engineer's Report and confirming the diagram and assessments for the Fiscal Year 2021-2022 for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment."
22. **Health & Human Services** - Request Board ratify and approve the 2nd Quarter Payment to Department of Health Care Services, in the amount of \$17,381.00, for the County's share of the expenditures for the CCS treatment program, pursuant to Sections 123800-123955 of the Health and Safety code and Budget Act.
23. **Health & Human Services - Behavioral Health** - Request Board ratify and approve the Memorandum of Understanding (MOU) with Department of Health Care Services (DHCS) for continued implementation of Medication Assisted Treatment (MAT) expansion in the Inyo County Jail from July 1, 2021 through August 31, 2022 and authorize the HHS Director to sign the MOU.

24. **County Administrator - Parks & Recreation** - Request Board ratify and approve the concessionaire's agreement between the County of Inyo and Tecopa Hot Springs Conservancy, LLC of Las Vegas, NV for the operation and maintenance of the Tecopa Hot Springs Campground and Pools in Tecopa, CA for the period of July 1, 2021 through June 30, 2031, with two options to extend through June 30, 2041, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
25. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of July 6, 2021 and July 20, 2021, and the special Board of Supervisors meeting of July 20, 2021.

CORRESPONDENCE - ACTION

26. **Inyo Fish & Wildlife Commission** - Request Board: A) authorize the Commission to send a letter to the California Department of Fish and Wildlife concurring with CDFW's policy to request local staff attending monthly Commission meetings and provide department updates; and B) approve a similar letter from the Board of Supervisors.

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

27. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

28. **California Highway Patrol** - Report submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65), documenting information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health and safety.



County of Inyo



County Administrator - Recycling & Waste Management

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Leslie Chapman

SUBJECT: Request to fill vacant Recycling and Waste Management Gate Attendant position.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Gate Attendant exists in Recycling and Waste Management, as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Gate Attendant at Range 50 (\$3,094 - \$3,764).

SUMMARY/JUSTIFICATION:

The FY 2021-2022 Manpower Report contingent on approval by your Board as part of the FY 2021-2022 County Budget identifies the landfill Gate Attendant position (Range 50) as being assigned to the County's Recycling and Waste Management program to provide necessary waste load inspections and reporting. This position is critical to the operation of the County's landfills. The gate attendants perform high volume waste disposal monitoring and reporting including load checking, to determine charges and to inspect for unacceptable hazardous waste items.

The gate attendant will collect disposal fees, issue receipts and maintain accurate records on the fees collected and the volume of waste disposed.

The current gate attendant position became vacant with the recent resignation of the incumbent. Staff recommends open recruitment and hiring of one Gate Attendant position to work at the Bishop Landfill.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize filling the vacant position; however, this is not recommended, as the functionality of the Recycling and Waste Management programs will suffer. When a gate attendant position is vacant the other gate attendants and equipment operators backfill the position resulting in increased overtime and

requiring the gate attendant to work their scheduled days off.

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

Funding for this position is included in the FY 2021-2022 Waste Management Budget.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 7/16/2021
Darcy Ellis	Approved - 7/16/2021
Teresa Elliott	Approved - 7/19/2021
Sue Dishion	Approved - 7/21/2021
Amy Shepherd	Approved - 7/21/2021
Leslie Chapman	Final Approval - 7/22/2021



County of Inyo



Planning Department

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Cathreen Richards

SUBJECT: Hiring of Senior Planner

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Senior Planner exists in the Planning Department budget, as certified by the Planning Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Senior Planner at Range 78 (\$5,971 - \$7,255).

SUMMARY/JUSTIFICATION:

The Department's Senior Planner position is being vacated. This will leave the Department absent a crucial senior staff person to lead complex planning projects. It is necessary to fill the position as soon as practicable to provide for senior planning expertise to reduce the backlog that could result from this absence. Staff requests that the Board authorize filling this vacant position as soon as possible to minimize disruptions to the Department's work plan.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

The position is financed primarily from the General Fund in the Planning Department budget (023800) in the Salaries and Benefits object codes. Partially offsetting these costs are revenues received for entitlement processing and work on the Yucca Mountain Repository Assessment Office.

ATTACHMENTS:

APPROVALS:

Cathreen Richards
Amy Shepherd
Clint Quilter
Darcy Ellis
Sue Dishion
Cathreen Richards

Created/Initiated - 7/13/2021
Approved - 7/14/2021
Approved - 7/21/2021
Approved - 7/21/2021
Approved - 7/21/2021
Final Approval - 7/21/2021



County of Inyo



County Administrator

CONSENT - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Denelle Carrington

SUBJECT: Approval of Contract Agreement for Public Defender Services

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Kristine L. Eisler for the Provision of Professional Services As A Public Defender for the period of August 16, 2021 through June 30, 2024, in an amount not to exceed \$431,452, contingent upon the adoption of future budgets, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The County is required to provide Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. If the County fails to provide adequate Public Defender services, or conflicts exist between the County's Contract Public Defenders, the Court may appoint other attorneys ("Non-Contract" or "Out-of-Contract" Public Defenders) to provide indigent legal services. Attorneys appointed by the Court as Out-of-Contract Public Defenders are entitled to charge the County at a rate set without input or control by the County.

The current Public Defender Contract that provides services for Felonies is vacant. Initiating this contract ensures that the County is providing adequate services in the Public Defender division.

To ensure the provision of adequate Public Defender services, and in an effort to minimize potential conflicts (and provide coverage when conflicts exist), the County's Public Defender contracts are generally structured to divided Public Defender services between the juvenile and the adult courts, and each Public Defender is assigned primary and secondary responsibilities; usually with priorities for conflict coverage assigned within each responsibility area. For example, one contractor might have primary responsibility for felony appointments (first priority), misdemeanors - North County (second priority), misdemeanors - South County (third priority) with secondary obligations for all other conflict matters including dependency, delinquency, mental health and child support cases, as well as advocating for patients' rights. In this manner, the County is able to ensure reasonable coverage for legal representation that the County is required to provide before the various courts for qualified indigent persons.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract, however, this is not advised as this will assist in satisfying the County's obligation to provide indigent legal services.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

Funding for this contract is included in the Fiscal Year 2021-2022 Public Defender Requested Budget 022600, in the Professional Services object code (5265). The negotiated contract amount is \$12,500 per month, for a total annual amount not to exceed \$150,000. The first year of the contract amount is a total annual amount not to exceed \$131,452. The total not to exceed amount for the contracted period is \$431,452.

ATTACHMENTS:

1. Kristine Eisler Public Defender Contract

APPROVALS:

Denelle Carrington	Created/Initiated - 7/15/2021
Darcy Ellis	Approved - 7/16/2021
Denelle Carrington	Approved - 7/20/2021
Marshall Rudolph	Approved - 7/20/2021
Amy Shepherd	Approved - 7/21/2021
Sue Dishion	Final Approval - 7/21/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND KRISTINE L. EISLER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases");
2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");
3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");
4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");
5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");
6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S. Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases"];
7. Patients for whom the Contractor is appointed the patients rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");
8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");

9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases");
10. Persons requiring Public Defender representation under the provisions of AB 109; and
11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between private attorneys retained as independent contractors ("Contract Public Defenders") to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of court appointed private attorneys appearing *pro tempore* as public defenders, in cases where the Contract Public Defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for Kristine L. Eisler of N Lake Havasu City, AZ (hereinafter referred to as "Contractor") to provide professional legal services as a Contract Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the judges of the Superior Court of Inyo County. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under this Agreement.

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

2. TERM.

The term of this Agreement is for the period from August 16, 2021 to June 30, 2024.

3. CONSIDERATION.

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this

Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for out-of-county travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by Contractor without the prior authorization of the assigned judge.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees, Attachment B, for those incidental expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work under this Agreement. Reimbursement by County for such incidental expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

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

E. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County' accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

F. Federal and State taxes.

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

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

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

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

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to ensure that all services and work under this Agreement will be performed in a timely manner.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. COUNTY PROVIDED SERVICES AND SUPPLIES.

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation or requirement to reimburse or compensate Contractor if he/she for any reason either does not use the County provided services and supplies, or procures similar services and supplies from other sources.

7. COUNTY PROPERTY.

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

8. PRODUCTS OF CONTRACTOR'S WORK AND SERVICES.

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the Contractor.

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage, letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees, Attachment B, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

10. INSURANCE.

For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment E and with the provisions specified in that attachment.

11. STATUS OF CONTRACTOR.

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

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

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

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

12. DEFENSE AND INDEMNIFICATION.

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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

13. RECORDS AND AUDIT.

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

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which are not otherwise legally privileged information, and which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

14. NONDISCRIMINATION.

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

15. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to cancel to County.

16. TERMINATION OF THIS AGREEMENT.

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the attorney or law office as the County Administrator shall designate in writing.

17. TERMINATION OF PREVIOUS AGREEMENT.

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Contract Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

18. ASSIGNMENT.

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

19. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor.

20. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-eight (29) below.

21. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

22. CONFLICTS.

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person, corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

23. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

24. SEVERABILITY.

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

25. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-seven (27) (Amendment).

26. RENEGOTIATION.

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A and A-1) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-seven (27) (Amendment).

27. AMENDMENT.

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

28. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY OF INYO:	
<u>County Administrator</u>	Department
<u>224 North Edwards</u>	Street
<u>P.O. Drawer N</u>	
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:	
<u>Kristine L. Eisler</u>	Name
<u>3856 Mission Drive North</u>	Street
<u>Lake Havasu City, AZ 86406</u>	City and State

29. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND KRISTINE L. EISLER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: AUGUST 16, 2021 TO: JUNE 30, 2024

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF _____

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

Dated: 04/29/21 _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND KRISTINE L. EISLER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: AUGUST 16, 2021 TO: JUNE 30, 2024

SCOPE OF WORK:

1. PRIMARY RESPONSIBILITIES.

A. **WARRANTY.** Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders to, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

B. DEFINITIONS.

1. "Attorney-Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.

2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

C. **ATTORNEY-CLIENT CONFLICT OF INTEREST CASES.** Except as may be provided in F. below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement, attached hereto and by referenced incorporated herein.

D. **TIME CONFLICT CASES.** Except as may be provided in E and F below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement.

E. **TIME CONFLICT CASES LIMITATION.** Contractor shall provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible but for whatever reason, the duties of such other Contract Public Defender cannot be performed for a period of not more than thirty (30) consecutive calendar days.

F. **WAIVER.** The requirements for Contractor to handle attorney-client conflict of interest and time conflict cases as required by this Agreement may be waived by the County Administrator where extenuating demands are placed upon Contractor during his/her representation of the following:

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND KRISTINE L. EISLER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: AUGUST 16, 2021 TO: JUNE 30, 2024

SCOPE OF WORK:

1. A defendant charged with a Felony;
2. A defendant charged with a capitol or other serious offense in which the death penalty or life imprisonment without possibility of parole is a possible sanction;
3. A minor, who, if charged and tried as an adult, may face the death penalty or life imprisonment without the possibility of parole;
4. A minor or parent(s) on a Writ arising out of a dependency case in which the Contractor represents such minor or parent(s).

G. DECLARATIONS FOR REIMBURSEMENT FOR PUBLIC DEFENDER FEES AND COSTS.

1. In the event Contractor seeks reimbursement for costs spent in defense pursuant to court Order, each invoice submitted for payment shall be accompanied by a declaration affirming the invoice represents a service provided in the defense of the matter from which the Order issued and shall be signed by the attorney seeking payment of the invoice. [See Attachment B "Schedule of Fees" paragraph 3.A.]
2. Pursuant to Penal Code section 987.8 Contractor shall prior to disposition or the final hearing file with the appointing court in each and every case in which Contractor appeared as a Contract Public Defender, the requisite form or forms declaring the amount of time expended on the case by Contractor and any costs incurred in connection with Contractor's representation of the client, including but not limited to any expert or investigative fees and costs, to facilitate reimbursement hearings.
3. Contractor shall provide needed documentation required by the reviewing court to support the value of all public defender services for which reimbursement is sought pursuant to Penal Code section 987.8 or any other provision of law providing for the reimbursement to the County for the cost of public defender services.
4. Contractor shall provide the County copies of any forms or declarations provided to the court under this section in electronic format and at intervals specified by the County.

H. MONTHLY CASE REPORTING OF HOURS AND COSTS. Contractor shall provide monthly reports specifying the total hours and costs expended by Contractor for each specific category of cases on which the Contractor provides services under the terms of this Agreement. [See Introduction paragraphs 1-11.] County may provide Contractor the format for such reports, which shall be transmitted in electronic format. County is not requesting, nor shall Contractor provide, information which is protected by the attorney/client privilege or other confidentiality laws.

ATTACHMENT A-1

**AGREEMENT BETWEEN COUNTY OF INYO
AND KRISTINE L. EISLER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: AUGUST 16, 2021 TO: JUNE 30, 2024

COVERAGE TABLE:

During the period of this Agreement, Contractor shall provide public defender services as set forth below:

Primary Obligations:

First Priority:	Felony Appointments, North and South County
First Priority:	Sexually Violent Predator Cases
Second Priority:	Misdemeanors, North County
Third Priority:	Misdemeanors, South County

Secondary Obligations:

All other Conflict matters, including Delinquency, Dependency, Child Support, Mental Health and Conservatorship Cases, Patient Rights Advocate Cases, AB 109 Revocation Hearings and any other matter in which the County is obligated to provide public defender services.

Note: The Table listed above will be followed for the majority of the cases assigned to this Public Defender. However, a Judge, when assigning a case, will consider the experience, caseload, complexity of the case and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND KRISTINE L. EISLER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: AUGUST 16, 2021 TO: JUNE 30, 2024

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor on or before the first (1st) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

- A. From August 16, 2021 through June 30, 2024: \$12,500.00 per mo. For a total amount not to exceed \$431,452

2. TIME CONFLICT LIMITATION AND COMPENSATION:

A. In addition to the compensation set out in Section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of \$75.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

3. INCIDENTAL EXPENSES:

A. County will reimburse Contractor in accordance with the provisions of Section 3. "Consideration," paragraphs C and F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, received written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case. Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge. [See Attachment A "Scope of Work" paragraph G.1.]

ATTACHMENT B - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND KRISTINE L. EISLER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: AUGUST 16, 2021 TO: JUNE 30, 2024

SCHEDULE OF FEES:

B. County will reimburse Contractor in accordance with the provisions of Terms and Conditions, "Consideration," Sections 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

C. Contractors providing public defender services for cases arising under WIC section 300 ("dependency" cases), will have their compensation set forth in this Attachment B Section 1 reduced in the event the Court reduces or eliminates its contribution toward the cost of such public defender services, or either the Court or County otherwise terminates its agreement regarding the provision of these services:

- i. The reduction will be calculated based on the Contractor's ratio of dependency related cases to the total number of dependency related cases for which public defender services were provided as reported on the Contract Public Defender's immediate prior Monthly Case Report submitted under Section H of Attachment A, and applied to the amount that dependency funding is reduced by the Court.
- ii. In the event of termination of representation in dependency related cases, Contractor shall continue to be responsible for performing all other services set forth in this Agreement in Attachment A-1, with the exception of the representation of parties in matters arising under WIC section 300.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND KRISTINE L. EISLER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: AUGUST 16, 2021 TO: JUNE 30, 2024

SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:

1. County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.
2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.
3. It is Contractor's obligation to maintain his/her files arising from the provision of public defender services under this Agreement for such time as required by law, the California Rules of Court or local rule. In keeping with this obligation Contractor shall maintain an electronic record retention program for each case in which the Contractor appears under this contract identifying for each case file the type of case (i.e. misdemeanor, felony, juvenile dependency, juvenile delinquency, conservatorship etc.), and the year when the individual case is closed by Contractor.
4. In the event of termination of this Agreement, Contractor agrees to direct all active pending files to that attorney or law firm which has agreed to assume representation of the client in each case and to retain any electronic records of closed files for such time as is set by law. It is the Contractor's obligation to personally maintain any closed files or to arrange for the proper handling of those files, in the event Contractor is no longer able to do so.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND KRISTINE L. EISLER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: AUGUST 16, 2021 TO: JUNE 30, 2024

FORM W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT E

**AGREEMENT BETWEEN COUNTY OF INYO
AND KRISTINE L. EISLER
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A CONTRACT PUBLIC DEFENDER**

TERM:

FROM: AUGUST 16, 2021 TO: JUNE 30, 2024

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Melissa Best-Baker

SUBJECT: Approve a blanket purchase order to Fiscal Experts Inc (Time Study Buddy) for time study and time card system

RECOMMENDED ACTION:

Request Board authorize the issuance of a blanket purchase order payable to Fiscal Experts, Inc. (Time Study Buddy) in the amount of \$19,000 for the automated time study and time card system in all Health & Human Services Programs for Fiscal Year 2021-2022, contingent upon the adoption of the Fiscal Year 2021-2022 Budget.

SUMMARY/JUSTIFICATION:

Many Health & Human Services funding sources require a time study to claim expenses. Fiscal Experts, Inc. is a system that was developed for Social Services claiming but has the ability to be adapted for Public Health programs. This vendor provides these services in many other California counties and is the only vendor known by the department that provides a wide range of options for time studies and reporting capabilities that are required for claiming. This vendor also automatically makes any changes to Social Services time study codes when made by the State. During the pandemic, we were also able to implement their electronic time card system for all employees, allowing us to discontinue using Excel worksheet documents and getting wet signatures. This allowed us to become fully paperless and employees to complete their time cards and time studies electronically when working from home or the office. This vendor is charging us \$25.00 per user per quarter for the time studies or time cards and an additional \$12.50 per user per quarter for both. We are requesting authorization for a blanket purchase order for Fiscal Experts, Inc. (Time Study Buddy) in the amount of \$19,000 for time study and time card system.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

We could go back to using Excel and dedicating staff to keep the forms and codes up-to-date.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

HHS budgets use this for time cards and time studies. It will be paid out of Professional Services (5265) in most HHS budgets.

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker
Darcy Ellis
Marilyn Mann
Amy Shepherd
Marilyn Mann

Created/Initiated - 7/13/2021
Approved - 7/13/2021
Approved - 7/14/2021
Approved - 7/14/2021
Final Approval - 7/14/2021



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Lucy Vincent

SUBJECT: Approval of Contract between the County of Inyo and Inyo County Office of Education (ICOE) for Prevention Early Intervention Services.

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Inyo County Office of Education for the implementation of the Mental Health Services Act (MHSA) Prevention Early Intervention (PEI) North Star Counseling Program Services in an amount not to exceed \$80,000 for the period of August 1, 2021 through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This contract with the ICOE will continue to be part of the MHSA Prevention Early Intervention (PEI) expenditure plan to ensure enhanced access to critical prevention and early intervention services. North Star Counseling is the sole source of low cost/no cost school-based early intervention counseling services for students that may not meet the specialty mental health medical necessity criteria for Medi-Cal services provided by our Behavioral Health division. The PEI funds will be used to partially support expanded school-based early intervention services for youth and families throughout the County. The program includes individual and group counseling for students and families as well as projects targeting stigma reduction for school districts throughout the County. The Department respectfully requests your Board's approval of this continued investment in early intervention services.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny approval of this contract. This may result in a challenge to provide continued early intervention services for our youth, especially those affected by the COVID pandemic.

OTHER AGENCY INVOLVEMENT:

MHSA stakeholders include consumers of mental health services and their families as well as a wide array of representatives of such entities as schools, law enforcement, probation, health and human services, and special education.

FINANCING:

Mental Health funds, including MHSA PEI funds (in approved plan). This expense will be budgeted in the Mental Health Budget (045200) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. ICOE FY2122 Contract Partially Executed

APPROVALS:

Lucy Vincent	Created/Initiated - 7/7/2021
Darcy Ellis	Approved - 7/12/2021
Lucy Vincent	Approved - 7/13/2021
Marilyn Mann	Approved - 7/13/2021
Melissa Best-Baker	Approved - 7/15/2021
Marshall Rudolph	Approved - 7/15/2021
Amy Shepherd	Approved - 7/16/2021
Marilyn Mann	Final Approval - 7/16/2021

AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF PREVENTION EARLY INTERENTION (PEI) SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Behavioral Health services of Inyo County Office of Education of Inyo County (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Gail Zwier Ph.D., whose title is: HHS Deputy Director of BH. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from 8/1/2021 to 7/30/2022 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Eighty Thousand Dollars

(\$ 80,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
<u>HHS-Behavioral Health</u>	Department
<u>1360 North Main Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Inyo County Office of Education</u>	Name
<u>555 S. Clay Street</u>	Address
<u>Independence, CA 93526</u>	City and State

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF PREVENTION EARLY INTERENTION (PEI) SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: Barry D. Simpson
Signature
Barry D. Simpson
Print or Type Name

Dated: 7/7/21

APPROVED AS TO FORM AND LEGALITY:

County Counsel
Grace Chudla

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF PREVENTION EARLY INTERENTION (PEI) SERVICES**

TERM:

FROM: 8/1/2021 **TO:** 6/30/2022

SCOPE OF WORK:

Please see attached Proposal for Funding: North Star Counseling Services for scope of work. Contractor agrees to sign the HIPAA Business Associate Agreement herein attached.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF PREVENTION EARLY INTERENTION (PEI) SERVICES**

TERM:

FROM: 8/1/2021 **TO:** 6/30/2022

SCHEDULE OF FEES:

Please see attached Proposal for Funding: North Star Counseling Services.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF PREVENTION EARLY INTERENTION (PEI) SERVICES**

TERM:

FROM: 8/1/2021 **TO:** 6/30/2022

SEE ATTACHED INSURANCE PROVISIONS

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Inyo County Office Of Education, referred to herein as Business Associate (“BA”). This Agreement is effective as of _____, (the “Agreement Effective Date”).

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

County of Inyo

By: _____

Print Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

Inyo County Office of Education

By: Barry D. Simpson

Print Name: Barry D. Simpson

Title: Superintendent

Date: 7/7/21

Inyo County Office of Education

166 Grandview Drive * Bishop, CA 93514 * (760) 873-3262

Proposal for Funding: North Star Counseling Services Fiscal Year August 2021- June 2022

OVERVIEW

North Star Counseling Center provides free school-based mental health and counseling services to students and families in Inyo County. Inyo County Office of Education and Inyo County Behavioral Health have worked in partnership to fund the center in an effort to provide Prevention and Early Intervention opportunities for our families and youth.

GOALS

1. North Star Counseling Center will increase school-based mental health services by roughly 35% through the hiring of an additional mental health therapist including summer services for youth.
2. North Star Counseling Center and Inyo County Office of Education will facilitate Youth Mental Health First Aid training sessions roughly one time per month (September- May) for the 2021-22 school year.
3. North Star will continue to facilitate activities to reduce the negative feelings, attitudes, and beliefs associated with mental illness for our youth in an effort to reduce the stigma associated with mental health illness as well as promote suicide prevention and awareness efforts county-wide.

BUDGET SPECIFICATIONS

PEI Project	% of Proposal Budget	Estimated # served
School-Based Counseling	93%	35 clients
YMHFA Trainings	7%	150 professionals
Stigma Reduction/Suicide Prevention	0%	1000 students

Amount requested for the 2021-22 Year:	\$80,000
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PEI Project #1	Description	Goals/Outcomes	Cost
<p>Early Intervention: School-Based Mental Health Counseling Program</p>	<p>School-based mental health counseling addresses the needs of at-risk children, youth, and young adult populations and their families. School-based mental health counseling is a school-based approach to providing focused counseling services to students seeking support or needing interventions for academics, behavior, and attendance often due to deeper concerns relating to substance abuse, mental health, or social issues. School-based counseling also serves as a process that connects programs and services within and across school and community systems to create a network of support to help students. North Star Counselors, Associates, and Trainees identify students in need of intervention, assess these students' specific needs, and provide them with support and referral to appropriate resources.</p> <p>The range of School-Based Counseling services typically includes the following:</p> <ul style="list-style-type: none"> ● Group Prevention Education ● Individual and Group Counseling and Support Groups ● School-Wide Awareness and Outreach Activities ● Parent Programs (such as Triple P) ● Referrals ● School staff development ● Resources 	<p>School-based mental health counseling is an Early Intervention activity to remove barriers to education so that a student may achieve socially, emotionally and academically. We would like to reduce behavioral and disciplinary violations and unhealthy/unsafe habits, and improve school attendance and academic performance.</p> <p>Outcomes for students</p> <ul style="list-style-type: none"> ● Reduction in school violence and behavioral incidents ● Reduction in self-harm, poor self-image and suicidal ideation ● Improvement in school attendance ● Improvement in academics <p>System/Community Improvements</p> <ul style="list-style-type: none"> ● Increase in PEI activities in schools ● Increase in number of students and families identified as needing and receiving school-based mental health services ● Increase in the number of underserved populations receiving services ● Reduction in disparities in access to mental health services ● Reduction in stigma associated with accessing mental health services 	<p>\$74,000</p>

Proposed Activities for Expanded Services

1. Expanded School-Based Services

Additional mental health counselor will be hired to complete North Star Counseling with a staff of three counselors. Salary minimum **\$61,750** + sat. benefits **\$12,250 = \$74,000**

2. Multi-disciplinary Team Meetings

Every other week, staff from multiple agencies in Inyo County (Behavioral Health, North Star, SELPA, Probation, FIRST, Kern Regional) meet to discuss families of concern and to assist with case management and referrals to appropriate agencies

- North Star Counseling Center facilitates these meetings
- Anticipate 2 meetings per month (September 2021- May 2022).

Total amount requested for this activity: \$74,000

Accountability and Reporting Data

1. **Pediatric Symptoms Checklist:** North Star Counselors will administer the [Pediatric Symptoms Checklist \(PSC\)](#) upon in-take of each new student/family to obtain a baseline of cognitive, emotional and behavioral problems. It will be administered as a progress monitoring screen at roughly six weeks into treatment and again at 12 weeks into treatment.
 - PSC data will be submitted to Inyo County Behavioral Health at the end of each quarter (Oct. 2021, Jan. 2022, June 2022)
2. **Demographic Data:** North Star Counselors will collect the requested demographic data for each client using the [PEI Demographic Data form](#) provided by Inyo County Behavioral Health
 - Demographic Data will be submitted at the end of each school based quarter (Oct. 2021, Jan. 2022, June 2022)
3. **Outcome data:** North Star will conduct pre and post surveys/assessments to determine that level that mental health counseling is meeting the needs of the individual. This piece of data is still TBD dependent on what Inyo County Behavioral Health will be using.

Baseline of School-Based Mental Health Counseling

Counselor 1 (ACSW) ended the school year 2020-21 with a caseload of 33 students.
Counselor 2 (MSW Trainee) ended the school year 2020-21 with a caseload of 17 students/families.

PEI Project #2	Description	Goals/Outcomes	Cost
<p>Prevention: Youth Mental Health First Aid Trainings for School Staff and Community Partners</p>	<p>Youth Mental Health First Aid (YMHFA) is designed to teach parents, family members, caregivers, teachers, school staff, peers, neighbors, health and human service workers and other community members how to help an adolescent (age 12-18) who is experiencing a mental health or addictions challenge or is in crisis. YMHFA is designed for adults who regularly interact with young people. The course introduces common mental health challenges for youth, reviews typical adolescent development, and teaches a 5-step action plan for how to help young people in both crisis and non-crisis situations. Topics covered include anxiety, depression, substance use, disorders in which psychosis may occur, disruptive behavior disorders (including AD/HD), and eating disorders.</p>	<p>The goal of YMHFA is for educators and community members that work with adolescents to have a 5-step action plan in place for how to help young people in crisis and non-crisis situations until appropriate mental health care can be provided.</p> <p>Outcomes for students</p> <ul style="list-style-type: none"> ● Connecting students with proper mental health support ● Reduction in self-harm, poor self-image and suicidal ideation ● Improvement in school attendance ● Improvement in academics <p>System/Community Improvements</p> <ul style="list-style-type: none"> ● Improvement in making appropriate referrals to community agencies ● Increase in number of students and families identified as needing and receiving school-based mental health services ● Increase in the number of underserved populations receiving services ● Reduction in disparities in access to mental health services ● Reduction in stigma associated with accessing mental health services 	<p>\$6,000</p>

Proposed Activity for Youth Mental Health First Aid Trainings for School Staff and Community Partners

1. Inyo County Office of Education in partnership with North Star Counseling Center will provide **eight YMHFA training sessions** over the course of the school year.
 - Training will be offered to groups of up to 30 participants per training
 - This was an identified goal of Inyo County Behavioral Health from our previous grant agreement.
 - Each training will be eight hours in length and participants will earn a certification upon completion of the course.
 - Each training will cost \$1500 which covers the cost of two trainers (required) and the cost of materials. ICOE will cover half the cost of each of these trainings. **\$750 X 8= \$6,000**

Total amount requested for this activity: \$6,000

Accountability and Reporting Data

1. **Demographic Data:** Trainers (ICOE staff) will collect the requested demographic data on the evaluations at the end of the course.
 - Data will be provided to Inyo County Behavioral Health at the end of each identified quarter (Oct. 2021, Jan. 2022, June 2022)
2. **Supporting documentation** from the trainings will be provided at the end of each identified quarter (Oct. 2021, Jan. 2022, June 2022)
 - Training advertisement flyers
 - Sign-up sheet (who RSVPed vs. who attended)

Baseline of YMHFA Trainings

We have conducted 6 trainings over the 2020-21 school year and have trained roughly 75 educators and those who work with adolescents in our communities. Our goal is to train 150-200 adults over the next school year.

PEI Project #3	Description	Goals/Outcomes	Cost
<p>Prevention: Stigma Reduction</p>	<p>Stigma reduction is a collection of direct activities to reduce negative feelings, attitudes, beliefs, perceptions, and stereotypes related to being diagnosed with a mental illness, having a mental illness, or to seeking mental health services and to increase acceptance, dignity, inclusion, and equity for individuals with mental illness, and members of their families.</p>	<p>The goal of Stigma Reduction interventions aim to reduce the public’s stigmatizing attitudes towards those with mental illness. For our adolescents we provide outreach opportunities to help reduce the stigma and the negative feelings towards mental health and in receiving help.</p> <p>Outcomes for students</p> <ul style="list-style-type: none"> ● Connecting students with proper mental health support ● Reduction in poor self-image, shame, and suicidal ideation ● Improvement in school attendance ● Improvement in academics <p>System/Community Improvements</p> <ul style="list-style-type: none"> ● Improvement in making appropriate referrals to community agencies ● Increase in number of students and families identified as needing and receiving school-based mental health services ● Increase in the number of underserved populations receiving services ● Reduction in disparities in access to mental health services ● Reduction in stigma associated with accessing mental health services 	<p>Not requesting funding for these activities at this time.</p>

Proposed Activities for Stigma Reduction

1. **Lady Lead Arts Program:** North Star Counseling Center in partnership with Inyo Council for the Arts will work together to create an art therapy program for youth and adolescent females in Inyo County Schools. Art therapy uses the creative process, pieces of art created in therapy, and third-party artwork to help people develop self-awareness, explore emotions, address unresolved emotional conflicts, improve social skills, and raise self-esteem. Art therapy primarily aims to help individuals experiencing emotional and psychological challenges achieve personal well-being and improved levels of function.
 - Art therapy sessions will be offered to groups of 12-15 participants per training
 - One session per week in North County, one session per week in South County. Each session is two hours in length.
2. **Suicide Prevention Awareness trainings:** North Star staff will support our schools with Suicide Prevention Awareness and the required trainings for students in grade seven and up and training for the staff that work with this age group.

Total amount requested for this activity: \$0 at this time

Accountability and Reporting Data

1. **Demographic Data:** North Star Counselors will collect the requested demographic data for each attendee using the [PEI Demographic Data form](#) provided by Inyo County Behavioral Health
 - Data will be provided to Inyo County Behavioral Health monthly (April, May, June 2021)
2. **Supporting documentation** from the Lady Leads trainings will include (data provided at the end of each identified quarter Oct. 2021, Jan. 2022, June 2022):
 - Training advertisement flyers & where flyers were sent (agencies, districts)
 - Sign-up sheet (who RSVPed vs. who attended)
3. **Outcome data:** North Star will conduct pre and post surveys/assessments to determine that level that mental health counseling is meeting the needs of the individual. This piece of data is still TBD dependent on what Inyo County Behavioral Health will be using.

Baseline of Stigma Reduction

Stigma Reduction/Suicide Prevention is an ongoing NSCC goal. We provide teacher training, YMHFA training, student outreach, collaborative meetings with administrators, educators and counselors, and programs such as Lady Lead, and mentoring. We will also seek out other outreach opportunities to get youth involved in supporting one another.

Attachment C: Insurance Requirements for HHS Provider Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on Contractor’s letterhead certifying that Contractor has no employees.

Professional Liability: Insurance as appropriate to the Contractor’s profession (errors and omissions, medical malpractice, etc.), with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such a computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations

Attachment C: Insurance Requirements for HHS Provider Services

as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Check with Risk Management if CL is required.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies (should be applicable only to professional liability)

Attachment C: Insurance Requirements for HHS Provider Services

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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

-end-



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Lucy Vincent

SUBJECT: Approval of Multi-Year 2020-2023 Department of Health Care Services for Drug Medi-Cal (DMC) Contract Amendment No. 20-10178 A01 for Substance Use Disorder services.

RECOMMENDED ACTION:

Request Board approve Amendment No. 20-10178 A01 to the three-year contract between the County of Inyo and the Department of Health Care Services (DHCS) for Drug Medi-Cal (DMC) services for substance use treatment, increasing the contract to an annual amount of \$224,500, and a total contract amount not to exceed \$673,500, for the period beginning July 1, 2020 through June 30, 2023, contingent upon the Board's adoption of future budgets, and authorize the Health and Human Services Director to sign the Standard Agreement (STD Form 213), and one (1) California Civil Rights Laws Certification.

SUMMARY/JUSTIFICATION:

This is an amendment to the standard contract between the County of Inyo and the Department of Health Care Services for DMC services for substance use treatment. It is the State's standard multi-year contract process to provide annual amendments to the contract reflecting any changes or redistribution of federal funds. The Department respectfully requests your Board approve the amended contract as requested and authorize the Health and Human Services Director to sign the required documents.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny or delay this request, which would end or interrupt the flow of State and Federal funds for DMC services for substance use treatment in the County of Inyo.

OTHER AGENCY INVOLVEMENT:

State of California – Health and Human Services Agency Department of Health Care Services

FINANCING:

Federal and 2011 Realignment Funds. This will be brought in as Revenue to the Substance Use Disorders Budget (045315) as Insurance Payments (4727).

ATTACHMENTS:

1. Department of Health Care Services DMC Contract
2. A01 STD 213A Continuation Page - DMC - Inyo - 20-10178
3. A01 Exhibit B, Attachment I - DMC FY 2020-23 - Inyo - 20-10178
4. CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT - DMC - Inyo 20-10178

APPROVALS:

Lucy Vincent	Created/Initiated - 7/15/2021
Darcy Ellis	Approved - 7/16/2021
Marilyn Mann	Approved - 7/21/2021
Melissa Best-Baker	Approved - 7/21/2021
Marshall Rudolph	Approved - 7/21/2021
Amy Shepherd	Approved - 7/21/2021
Marilyn Mann	Final Approval - 7/22/2021

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STD 213A Continuation Page

- II. Purpose of Amendment: Increase budget for years 1,2, and 3.
- III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., Strike).
- IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$156,000.00 and is amended to read: ~~\$517,500.00 (Five Hundred Seventeen Thousand, Five Hundred Dollars)~~ **\$673,500.00 (Six Hundred Seventy-Three Thousand, Five Hundred Dollars)**.
- V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:
- Exhibit B, Attachment I A1 - Funding Amounts (1 Page)
- All references to Exhibit B, Attachment I - Funding Amounts, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, Attachment I A1 - Funding Amounts. Exhibit B, Attachment I - Funding Amounts is hereby replaced in its entirety by the attached revised exhibit.
- VI. All other terms and conditions shall remain the same.

Exhibit B, Attachment I A1
Funding Amounts

Fiscal Year 2020-21	Funding Amount	
	Original	A01
State General Funds (7/1/20 to 6/30/21)		
- Non-Perinatal SGF** (08)	45,000	45,000
- Perinatal SGF** (09)	5,000	5,000
- Administration Costs SGF** (603)	7,500	7,500
TOTAL	57,500	57,500
Drug Medi-Cal Federal Share (7/1/20 to 6/30/21)		
- Non-Perinatal Federal Share (01)	90,000	130,000
- Perinatal Federal Share (03)	40,000	15,000
- Administration Costs (603)	45,000	22,000
TOTAL	145,000	167,000
GRAND TOTAL	172,500	224,500

Fiscal Year 2021-22	Funding Amount	
	Original	A01
State General Funds (7/1/21 to 6/30/22)		
- Non-Perinatal SGF** (08)	45,000	45,000
- Perinatal SGF** (09)	5,000	5,000
- Administration Costs SGF** (603)	7,500	7,500
TOTAL	57,500	57,500
Drug Medi-Cal Federal Share (7/1/21 to 6/30/22)		
- Non-Perinatal Federal Share (01)	90,000	130,000
- Perinatal Federal Share (03)	40,000	15,000
- Administration Costs (603)	45,000	22,000
TOTAL	145,000	167,000
GRAND TOTAL	172,500	224,500

Fiscal Year 2022-23	Funding Amount	
	Original	A01
State General Funds (7/1/22 to 6/30/23)		
- Non-Perinatal SGF** (08)	45,000	45,000
- Perinatal SGF** (09)	5,000	5,000
- Administration Costs SGF** (603)	7,500	7,500
TOTAL	57,500	57,500
Drug Medi-Cal Federal Share (7/1/22 to 6/30/23)		
- Non-Perinatal Federal Share (01)	90,000	130,000
- Perinatal Federal Share (03)	40,000	15,000
- Administration Costs (603)	45,000	22,000
TOTAL	145,000	167,000
GRAND TOTAL	172,500	224,500

Original THREE-YEAR TOTAL	517,500
A01 THREE-YEAR TOTAL	673,500

** State General Fund amounts are based on biannual DMC estimates approved by the Department of Finance. DHCS will revise the amounts through the contract amendment process for each new allocation.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Executed in the County of		Executed in the State of
Date Executed		



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Marilyn Mann

SUBJECT: Appoint Marilyn Mann as the Interim Local Mental Health Director and the LPS Conservator

RECOMMENDED ACTION:

Request Board appoint Marilyn Mann, HHS Director, as the Interim Local Mental Health Director and the authorized LPS (Lanterman-Petris-Short) Conservator, and authorize the Acting County Administrator to sign a Interim Local Mental Health Director Appointment Letter.

SUMMARY/JUSTIFICATION:

Your Board previously appointed Dr. Gail Zwier, HHS Deputy Director of Behavioral Health, as the Local Mental Health Director for the County's Mental Health Plan. Dr. Zwier recently notified the Department of her intent to retire effective September 1, 2021 and she will be using some of her leave time prior to that date with her last day at the office occurring on August 4, 2021. Her departure will leave a void in both the Mental Health Director role and also for the LPS Conservator role. The Department is bringing forward this item prior to Dr. Zwier's retirement date in order to ensure continuity of services during the period she is on leave prior to September 1, 2021.

The requirements for appointment as the Local Mental Health Director are outlined in the California Code of Regulations, Title 9, Section 620, which lists a number of licensed professionals who can fill the role when it is not the role of the local health officer or medical administrator of the county hospital. Subsection (f) specifically reads, "an administrator who shall have a master's degree in hospital administration, public health administration, or public administration from an accredited college or university, and who shall have at least three years of experience in hospital or health care administration, two of which shall have been in the mental health field. Additional qualifying experience may be substituted for the required education on a year-for-year basis with the approval of the Department".

While the HHS Director's Master's Degree is not in one of the listed disciplines, the degree, combined with years of experience appear to qualify for the appointment on an interim basis. The Department contacted the Department of Health Care Services (DHCS) and provided them with documentation of the HHS Director's education and work experience prior to bringing this item before your Board. DHCS has reviewed the documentation and their preliminary assessment supports this appointment.

With this appointment, the Department is also requesting your Board appoint the HHS Director as the Lanterman-Petris-Short (LPS) Act Conservator for the County. This role has been linked to the HHS Deputy Director for

Behavioral Health for over twenty years and allows the position to act as the LPS Conservator of a person when there is no family or other person to act in this capacity.

The Department is respectfully requesting your Board to appoint the HHS Director as the Interim Local Mental Health Director effective August 5, 2021, as well as the LPS Conservator with the authority to appoint Deputy LPS Conservators to act in the Conservator's absence. The Department also requests your Board authorize the Acting County Administrative Officer to sign the attached letter for forwarding with the Board Order to the Department of Health Care Services for the purpose of confirming the appointment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

A Local Mental Health Director is required in order to act in the capacity of County Mental Health Plan administrator.

OTHER AGENCY INVOLVEMENT:

Department of Health Care Services

FINANCING:

ATTACHMENTS:

1. Interim Local Mental Health Director Appointment Letter

APPROVALS:

Marilyn Mann	Created/Initiated - 7/14/2021
Darcy Ellis	Approved - 7/15/2021
Marilyn Mann	Approved - 7/21/2021
Stephanie Tanksley	Approved - 7/21/2021
Marshall Rudolph	Approved - 7/21/2021
Sue Dishion	Approved - 7/21/2021
Marilyn Mann	Final Approval - 7/21/2021



COUNTY OF INYO

ADMINISTRATOR'S OFFICE

LESLIE CHAPMAN

ACTING COUNTY ADMINISTRATIVE OFFICER



July 27, 2021

Shaina Zurlin
Division Chief/Director, Behavioral Health
Kelly Pfeifer, M.D.
Deputy Director, Behavioral Health
California Department of Health Care Services
1501 Capital Avenue, MS 4000
Sacramento, California 95899-7413

RE: Appointment of Marilyn Mann as Interim Local Mental Health Director

Dear Ms. Zurlin and Dr. Pfeifer,

This letter is to confirm Gail Zwier, PhD is retiring from her position as the Deputy Director, Behavioral Health and her role as the appointed Local Mental Health Director effective September 1, 2021. Inyo County's Board of Supervisors authorized the recruitment and hiring of a replacement for this position on July 20, 2021 and the County will notify your office once a qualified candidate is selected.

Our Board of Supervisors is recommending that Marilyn Mann, Health and Human Services (HHS) Director, be appointed as the Interim Local Mental Health Director. Ms. Mann has provided administrative oversight to all HHS divisions, including Behavioral Health, since 2015 when she was first appointed as the Assistant Director for the Department. Ms. Mann will continue in her current role and will work with her administrative leadership and Behavioral Health clinical team to ensure continuity of services while recruiting to fill the upcoming vacancy.

Dr. Zwier will be taking leave prior to her retirement on September 1, 2021 and we are recommending that Ms. Mann's appointment be effective August 5, 2021, as Dr. Zwier's last day in the office will be August 4, 2021. Future correspondence from the Department of Health Care Services should be addressed to Marilyn Mann, HHS Director, 1360 North Main Street, Suite 201, Bishop, California 93514. Ms. Mann can be contacted by email at mmann@inyocounty.us or by calling (760) 873-3305.

Please feel free to contact our office at (760) 878-0292 should you have any questions. Thank you.

Sincerely,

Leslie Chapman
Acting County Administrative Officer



County of Inyo



Health & Human Services - Social Services

CONSENT - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Melissa Best-Baker

SUBJECT: Approve a Blanket Purchase Order to Pitney Bowes for Postage

RECOMMENDED ACTION:

Request Board authorize the issuance of a blanket purchase order payable to Pitney Bowes in the amount of \$15,000 for postage in the Social Services Programs for Fiscal Year 2021-2022, contingent upon adoption of the Fiscal Year 2021-2022 Budget.

SUMMARY/JUSTIFICATION:

Social Service programs are required to mail notices to participants on a regular basis. We utilize the central print through C-IV, the Statewide Automated System to mail all of the required employment and eligibility program notices which uses Pitney Bowes for these mailings. In addition, our adult and children social service programs need to mail court notices and reports. They utilize a Pitney Bowes postage meter that was approved through Information Services for these activities. This may require two different Purchase Orders; one for the C-IV services and one for the machine we use for the certified mail, however the total purchases should not exceed \$15,000.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve this request which would result in HHS being able to send out the required notifications to participants.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

State and Federal dollars. This expense will be budgeted in the Social Services budget (055800) in the General Operating object code (5311). No County General Funds.

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker
Darcy Ellis
Marilyn Mann
Amy Shepherd
Marilyn Mann

Created/Initiated - 7/13/2021
Approved - 7/13/2021
Approved - 7/14/2021
Approved - 7/14/2021
Final Approval - 7/14/2021



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Ashley Helms

SUBJECT: Amendment 1 to the Contract with Quincy Engineering

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Quincy Engineering Inc. of Rancho Cordova, CA, extending the term end date from July 31, 2021 to June 30, 2023, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This consultant service contract covers the engineering design, environmental review and right of way acquisition for the Walker Creek Road Bridge Replacement Project and the Carroll Creek Road Bridge Replacement Project.

The projects are 100% federally funded through the Federal Highway Administration's Highway Bridge Program, which is administered by Caltrans. Both projects are in the final phases of the right of way process and Public Works will be requesting construction funding be moved up to federal fiscal year 2022. The contract with Quincy includes several bidding and construction phase services, such as responses to Requests for Information from contractors.

This contract term extension will allow Quincy to complete the scope of work when the projects move to construction.

BACKGROUND/HISTORY OF BOARD ACTIONS:

2/13/2014 Original On-Call Contract with Quincy

2014 - 2017 Various amendments to the original contract adding design services for the two projects to the scope of work

7/10/2018 Current contract awarded (original on-call contract could not extend beyond 5 years due to federal requirements)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to extend the term of this contract, this is not recommended, as the projects are not complete.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Costs associated with this contract are paid from Budget 034601 (State Funded Road), Object Codes 5735 (Carroll) and 5736 (Walker).

ATTACHMENTS:

1. 20180710PW - QuincyEngineeringContract
2. Quincy Engineering Contract Amendment 1

APPROVALS:

Ashley Helms	Created/Initiated - 7/16/2021
Darcy Ellis	Approved - 7/16/2021
Marshall Rudolph	Approved - 7/16/2021
Amy Shepherd	Approved - 7/16/2021
Michael Errante	Final Approval - 7/16/2021

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 10th day of July 2018 an order was duly made and entered as follows:

*Public Works –
Quincy
Engineering
Contract*

Moved by Supervisor Pucci and seconded by Supervisor Tillemans to: A) approve the contract between the County of Inyo and Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for Consultant Services with a not-to-exceed amount of \$876,903 for the period of July 10, 2018 through July 31, 2021; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Griffiths absent.

WITNESS my hand and the seal of said Board this 10th
Day of July, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: July 12, 2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
15

FROM: Public works

FOR THE BOARD MEETING OF: JUL 10 2018

SUBJECT: Approve the contract for Architectural and Engineering (A&E) Consultant Services with Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for design, environmental, hydraulic, geotechnical and right-of-way services for the Carroll Creek Road Bridge Replacement Project and Walker Creek Road Bridge Replacement Project (Projects).

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

- A) Approve the Contract between the County of Inyo and Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for Consultant Services with a not-to-exceed amount of \$876,903;
- B) Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The bridges over the Los Angeles Aqueduct on Carroll Creek Road and Walker Creek Road were programed for replacement through the Federal Highway Administration's (FHWA) Highway Bridge Program (HBP), which is administered by Caltrans. The Preliminary Engineering (PE) Phase began in 2014 under an On-Call Contract with QEI. On-Call Contracts may not be extended beyond five years per FHWA regulations; therefore the County was required to complete the Request for Proposal (RFP) process to choose a consultant to complete the Projects. QEI was the only consultant to submit a proposal. Two other consultants did submit letters/emails stating they chose not to submit a proposal due to QEI's four years of experience and familiarity with the Projects. Public Works decided that re-advertising the RFP was unlikely to result in additional or better proposals; Caltrans Local Assistance concurred. Continuing the design process with QEI is the most cost and time efficient choice. Construction is expected to begin for the Projects in 2020.

The not-to-exceed amount of \$876,903 (eight hundred seventy six thousand, nine hundred and three dollars) is divided into two categories: required work and optional tasks. The required work includes the tasks known to be necessary to complete the design phase. The optional tasks include possible environmental permits, record of survey preparation, construction support, etc. (see Attachment B to the contract for a complete list). If an increase to the estimated projected cost is expected, request for approval of the increase will be made in writing by the Consultant to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective by written Amendment to the contract only.

ALTERNATIVES:

Your Board could choose not to approve this contract with Quincy Engineering, Inc., and instruct Public Works to re-advertise the RFP, this is not recommended as it is unlikely re-advertising would result in additional proposals.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the consultant after the contract is awarded; County counsel has reviewed and approved contract documents; Caltrans to reimburse the County for costs incurred.

FINANCING:

The cost of the contract will be paid through budget unit 034601 (State Funded Road Budget), object code 5735 (Carroll Creek) and 5736 (Walker Creek). In fiscal year 18/19, \$500,000 is budgeted for this contract between the two projects; the remaining costs will be incurred in fiscal year 19/20 and beyond. The Carroll and Walker projects are both 100% reimbursable through the HBP. Though the not-to-exceed amount of this contract does exceed the current funding allocation for PE for these two projects, the PE cost increases have been deemed eligible by Caltrans, and will be covered as additional funds become available to the program (see attached letter from Caltrans).

APPROVALS

COUNTY COUNSEL:

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

Hee Salha

Approved: YES

Date 6/22/18

AUDITOR/CONTROLLER

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

[Signature]

Approved: yes

Date 6/26/18

PERSONNEL DIRECTOR

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

S. Dishmore

Approved: yes

Date 6/28/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date:

6/28/18

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

Option 2 – for On-Call Contracts

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County’s Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

3. WORK SCHEDULE

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which is requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Contract will be performed within the time frame set forth by County. This work schedule shall be included in Attachment A to the Contract, Scope of Work.

4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant’s Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County’s approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “H” shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$64,647.73. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Ashley Helms
County of Inyo, Public Works Department
P.O. Drawer Q
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed \$876,903.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction, or more than \$15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Contract or as otherwise may be required. Further, during the term of this Contract, Consultant 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 Consultant at no expense to the County. Consultant will provide County, upon execution of this Contract, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Contract.

B. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

7. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

8. STATUS OF CONSULTANT

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

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

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

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Contract shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11. COUNTY PROPERTY

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Contract are, and at the termination of this Contract remain, the sole and exclusive property of the County. At the termination of the Contract, Consultant will convey possession and title to all such properties to County.

12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

For the duration of this Contract Consultant shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

14. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any

requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs

identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR [e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

17. TERMINATION

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

C. The maximum amount for which the County shall be liable if this contract is terminated is \$876,903 dollars.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

19. ASSIGNMENT

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

20. DEFAULT

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B "County Property," shall apply to any partially completed work if the contract is terminated or abandoned.

21. WAIVER OF DEFAULT

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Contract unless this Contract is modified as provided in Section 30 (thirty) below.

22. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement," to County.

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Check here as C and D **DO NOT APPLY**.

(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

27. POST CONTRACT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

28. SEVERABILITY

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

29. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

30. AMENDMENT/CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

31. NOTICE

Any notice, communication, amendments, additions, or deletions to this Contract, including change of address of either party during the terms of this Contract, which Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:	
Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:	
Quincy Engineering Inc.	Name
11017 Cobblersrock Dr, Suite 100	Address
Rancho Cordova, CA 95670	City and State

32. ENTIRE CONTRACT


This Contract contains the entire Contract of the parties, and no representations, inducements, promises, or Contracts otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 10th DAY OF July, 2018.

COUNTY OF INYO

CONSULTANT

By: 
 Signature
DAN TETHERON
 Print or Type Name

By: _____
 Signature

 Print or Type Name

Dated: 7-10-18

Dated: _____

APPROVED AS TO FORM AND LEGALITY:


 County Counsel

APPROVED AS TO PERSONNEL REQUIREMENTS:


 Personnel Services

APPROVED AS TO ACCOUNTING FORM:


 County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:


 County Risk Manager

31. NOTICE

Any notice, communication, amendments, additions, or deletions to this Contract, including change of address of either party during the terms of this Contract, which Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:
Public Works _____ Department
PO Drawer Q _____ Address
Independence, CA 93526 _____ City and State

Consultant:
Quincy Engineering Inc. _____ Name
11017 Cobblersrock Dr, Suite 100 _____ Address
Rancho Cordova, CA 95670 _____ City and State

32. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties, and no representations, inducements, promises, or Contracts otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

---o0o---

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____,

COUNTY OF INYO

CONSULTANT

By: _____
Signature

By:  _____
Signature

Print or Type Name

John S. Quincy, President

Print or Type Name

Dated: _____

Dated:  _____

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO PERSONNEL REQUIREMENTS:

County Counsel

Personnel Services

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO INSURANCE REQUIREMENTS:

County Auditor

County Risk Manager

ATTACHMENT A

**CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018

TO: July 31, 2021

SCOPE OF WORK:

Quincy Engineering Inc. of Rancho Cordova, California will be providing Design Consultant Services for the Carroll Creek Road Bridge Replacement Project BRLO-5948 (074) and Walker Creek Road Bridge Replacement Project BRLO-5948 (076). Services include design, environmental, hydraulic, geotechnical and right-of-way services as included in attached "Scope of Work" dated June 4, 2018.

The Scope of Work includes several tasks listed as Optional Tasks, totaling \$145,727 (one hundred and forty five thousand seven hundred and twenty seven dollars). The Consultant shall not incur costs on these tasks without prior written approval from the County.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in the Attachment B to the contract.

Prior to incurring any expenses above the estimated projected cost of \$876,903(eight hundred seventy six thousand, nine hundred and three dollars), a request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Directors. Any increase to the Not-to-Exceed amount will be effective only by written Amendment to the contract.



June 1, 2018

SCOPE OF WORK

This work plan is based on previous experience with HBP delivery in general and specific experience working on these projects. This scope of work applies to both the Carroll Creek Road and Walker Creek Bridge Replacement Projects.

The goal of this scope of work is to deliver Plans, Specification and Estimates (PS&E) for both projects and provide design support to the County during contractor bidding and construction. The first step in the process is to finalize the work prepared in the Preliminary Engineering phase so that the Caltrans can review and issue Project Approval and Environmental Document approval. Then, final engineering will commence.

In preparing our scope of work, we have kept our team lean to deliver a quality, biddable, design package with a very cost conscience approach to keeping this project within your budget. We fully understand the need to do so in conformance with the requirements of all local, state, and federal provisions.

Quincy has prepared a list of all the anticipated deliverables per task. Quincy will use this list as a progress tracking tool throughout the project life.

TASK 1: PROJECT MANAGEMENT

Task 1.1: Project Management

Quincy Engineering, Inc. (Quincy) will provide Project Management tasks which include coordination with the County, Team management, product development tracking, Team and stakeholder communication, and project progress and budget reporting. Quincy will update, develop, track, and lead the following project management tasks:

- Critical Path Schedule Updates;
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries;
- Provide the County with HBP paperwork assistance and facilitation; and
- Prepare all submissions for the County to submit to Caltrans Local Assistance

Task 1.2: Project Review Meetings

Quincy will lead project meetings:

- In person PDT meetings, one per project;
- PDT teleconference status meetings as need (up to 10 per project);
- Meeting Agendas, summaries, and Action Item Summaries/Tracking;
- Project status meetings will be conducted to review project progress and next steps.

Subconsultants will participate in Project Team Meetings as needed by teleconference when appropriate.

Task 1.3: Update Temporary Rights of Entry for Preliminary Engineering Activities

Quincy will coordinate with the project team and the County to update the previously obtained rights of entry for remaining preliminary engineering and environmental technical study tasks.

Quincy will contact owners of affected government lands, utilities and private parties before any additional field activities to inform them of upcoming work on or near their property/easement/utility. Each property owner will be contacted first by phone call, then by email/letter to explain the types of activities anticipated.

Quincy will prepare contracts for the rights of entry agreement between the County and each property owner for rights of entry.



At Walker Creek Road, additional topographical survey field work is required because of the recent and on-going construction of the LADWP western patrol road. The Right-of-Entry (LADWP Letter of Permission) between LADWP and the County (and its agents, i.e. Quincy) has expired. Quincy will obtain a new Letter of Permission to enter LADWP right-of-way as well as renew the right-of-entry agreement with one (1) private property owner.

At Carroll Creek Road, the current biological (rare plant and desert tortoise) surveys will expire in June 2018. These biological surveys may need to be performed again (in Fall 2018 or April-May 2019) because it may not be possible to get the Environmental Document out prior to June. So, an updated LADWP letter of permission will be required as well as rights-of-entry from BLM.

It is assumed that two (2) contracts will be needed at the Carroll Creek project site and two (2) contracts will be needed at the Walker Creek project site. If an existing property changes hands, it is assumed that the new property owner will honor the existing agreement.

Task 1 Deliverables:

- ✓ Schedule Updates, Monthly Invoicing, Progress Reports
- ✓ HBP Paperwork
- ✓ Submittal Preparation
- ✓ In person PDT Meetings (one per project), PDT Teleconference Meetings (up to 10 per project), Meeting agenda, minutes, and Action item tracking
- ✓ Updated Rights-of-Entry at both sites

TASK 2: ENVIRONMENTAL DOCUMENTATION

Task 2.1: Project Coordination

Coordination of the engineering design and the environmental review is critical for the success of the project. This task includes review of engineering design and coordination with Quincy and Inyo County on the project description, project deliverables, and project schedule. According to the RFP, the County will act as a liaison between consultants and Caltrans; therefore, this task does not involve direct coordination with Caltrans. Caltrans requests, however, will be addressed at the direction of the County.

Task 2.2: Complete Carroll Creek Road Biological Assessment

Panorama will respond to Caltrans comments on the Draft Carroll Creek Road Bridge Biological Assessment. Panorama will prepare a Final Biological Assessment and submit it to Quincy and the County to review. The County will submit the Final Biological Assessment to Caltrans to complete consultation with USFWS. Panorama's scope includes time to respond to one additional round of comments from the County, Caltrans, and/or USFWS.

Assumptions: No additional biological surveys are required. If new protocol desert tortoise surveys are required, they would be performed in accordance with the optional task identified in this scope of work and the results incorporated into the Final Biological Assessment.

Task 2.2 Deliverables for Carroll Creek:

- ✓ Administrative Final Biological Assessment (electronic only)
- ✓ Final Biological Assessment (2 hard copies)



Task 2.3: Prepare Environmental Documents

Task 2.3.1: Walker Creek Road Bridge: Initial Study/Mitigated Negative Declaration

Panorama will prepare an IS/MND for the project. The IS/MND will address the questions identified in the CEQA Checklist (CEQA Guidelines Appendix G). Panorama has a working draft of the Administrative Draft IS/MND and will update and complete it for County review. The County will review the Administrative Draft IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Draft IS/MND and submit the Notice of Completion to the State Clearinghouse (including 15 copies of the IS on CD). Panorama assumes that the County will circulate public notices. The Draft IS/MND will be circulated for a period of 30 days. Panorama will provide five (5) additional hard copies of the Draft IS/MND to the County for distribution.

Panorama will prepare an Administrative Final IS/MND that addresses any public or agency comments received on the Draft IS/MND. The County will review the Administrative Final IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Final IS/MND and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD. Panorama will provide two (2) hard copies of the Final IS/MND to the County for distribution.

Assumptions:

- No additional biological surveys are required.
- The County will pay the CEQA filing fees. The IS/MND will be approximately 50 pages total or less.
- Panorama will produce 15 electronic copies of the Draft IS/MND and mail to the State Clearinghouse with a Notice of Completion. The County will be responsible for circulating public notice and notifying local agencies regarding the Draft IS/MND.
- The Final IS/MND will be revised to reflect necessary changes to the document in response to comments; however, the Final IS/MND will not include a chapter showing all responses to all comments received on the Draft IS/MND. Panorama will spend a maximum of 25 hours to prepare the Final IS/MND.
- The County will file the Notice of Determination with the State Clearinghouse after a decision is made on the Final IS/MND.
- Minimal public and agency comments will be received on the Draft IS/MND since the project is not anticipated to be controversial. Tribal consultation requirements, as stipulated under Assembly Bill 52 are complete. Caltrans will develop the NEPA CE document.

Task 2.3.1 Deliverables for Walker Creek:

- ✓ Administrative Draft IS/MND (electronic)
- ✓ Draft IS/MND (five hard copies)
- ✓ Notice of Completion (15 electronic copies of IS to State Clearinghouse)
- ✓ Administrative Final IS/MND (electronic)
- ✓ Final IS/MND (two hard copies)
- ✓ Notice of Determination (electronic)

Task 2.3.2: Carroll Creek Road Bridge: Joint Initial Study/Environmental Assessment

This task includes development of a Document Delivery Timeline and preparation of the IS/EA.

Develop Document Delivery Timeline. Panorama's first action under the task would be to develop a Document Delivery Timeline. The timeline would identify deadlines for submittal of the administrative



draft, public draft, and final IS/EA. The timeline would also identify review periods for the County, Caltrans and BLM, and the public. The draft Document Delivery Timeline would be circulated for review and approval by Quincy to the County. It is recommended that the County provide the Document Delivery Timeline to Caltrans and BLM, to ensure that all parties understand and agree to the timelines.

Prepare Joint Initial Study/Environmental Assessment. Panorama will prepare an IS/EA for the project to satisfy the County's CEQA compliance and Caltrans' NEPA compliance. The IS/EA will be prepared using the Joint IS/EA template included on the Caltrans SER. The IS/EA template will need to be modified to address the impact criteria necessary to satisfy BLM environmental requirements. Panorama will review two BLM land use plans identified by BLM at the July 2017 field visit with the County, Caltrans, BLM, and Quincy. These plans include the Desert Renewable Energy Conservation Plan and Land Use Plan of Action. While the project would not be permitted by BLM under either plan, BLM staff stated that consistency with the environmental constraints and avoidance measures would ensure that the IS/EA satisfies all BLM environmental requirements. Panorama will develop an IS/EA document outline to confirm the scope of the EA. Panorama will submit the outline to the County to review. It is recommended that the County provide the outline to Caltrans, who will consult with BLM, regarding the scope of the IS/EA.

Panorama will prepare an Administrative Draft IS/EA including the Administrative Draft MND and FONSI for the County and Caltrans. Panorama completed an administrative draft IS/MND prior to project redesign for Alternative Bridge Design #10. Panorama will modify the existing IS/MND using the Caltrans IS/EA template to address the revised project and BLM requirements under NEPA. The Administrative Draft will be provided to Quincy and the County to review. It is expected that the County will provide the Administrative Draft to Caltrans to review, as well. Panorama will incorporate one round of comments from each reviewer into the Draft IS/EA and submit the Notice of Completion to the State Clearinghouse (including 15 electronic copies of the IS/EA). The County will circulate public notices to interested parties. The Draft IS/EA will be circulated for a period of 30 days.

Panorama will prepare an Administrative Final IS/EA, including the MND and FONSI, that addresses any comments received on the Draft IS/EA. Quincy, the County, and Caltrans will review the Administrative Final IS/EA and provide comments to Panorama. Panorama will incorporate agency comments into the Final IS/EA and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD and sending out public notices. The NEPA lead agency (Caltrans) will be responsible for signing the FONSI to be included in the Final IS/EA. Panorama will provide two (2) hard copies of the Final IS/EA to the County for distribution.

Assumptions: A joint CEQA/NEPA document will be accepted by all agencies. The County will pay the CEQA filing fees. The IS/EA will be approximately 120 pages total, or less. Minimal public and agency comments will be received on the Draft IS/EA since the project is not anticipated to be controversial. Tribal consultation requirements, as stipulated under Assembly Bill 52, are complete.

Task 2.3.2 Deliverables for Carroll Creek:

- ✓ Administrative Draft IS/EA (electronic)
- ✓ Draft IS/EA (five hard copies)
- ✓ Notice of Completion (15 electronic copies of IS to State Clearinghouse)
- ✓ Administrative Final IS/EA (electronic)
- ✓ Final IS/EA (five hard copies)
- ✓ Notice of Determination (electronic)



Task 2.4: Biological Surveys (optional task)

This task includes conducting biological surveys for desert tortoise and rare plants for the Carroll Creek Road Bridge site. Surveys at the Walker Creek Road Bridge site are not included in this task. Biological surveys, if determined to be necessary, would be conducted in the spring of 2019 unless USFWS and CDFW allow surveys to be conducted outside of the spring survey window.

Desert Tortoise Protocol Survey. Panorama's biologist, Russell Kokx, is an Inyo County resident and experienced biologist. Russell meets USCWS, CDFW, and Caltrans qualifications to conduct the desert tortoise survey. Russell will perform a protocol-level desert tortoise (*Gopherus agassizii*) survey of the action area using similar methods that he used for previous surveys of the site. The survey would be conducted according to the USFWS *Pre-project Field Survey Protocols for Potential Desert Tortoise Habitat* (2010). The survey would cover 100 percent of the action area. The action area includes the access road from U.S. 395 to the project site and the project footprint itself. Panorama would also survey three transects paralleling the action area at 200 meters, 400 meters, and 600 meters from the edge of the action area if no sign of live tortoises are found in the action area during the survey, per the Protocol. All necessary access permission will be secured prior to surveying. Panorama will prepare a memo report that summarizes the survey methodology and results of the survey. The memo report will be submitted to the County to review and submit to Caltrans. Panorama will address one round of comments on the memo report.

Rare Plant Survey. Russell also meets qualifications to conduct rare plant surveys. He will perform a botanical/rare plant survey of the Carroll Creek Road Bridge action area. The survey will cover 100 percent of the project action area and identify all vegetation occurring within the action area. Russell will visit reference plant population sites to ensure rare plant species are blooming during the time of the survey. Panorama will prepare a memo report detailing the findings of the botanical/rare plant survey. Panorama will submit the memo report to the County to submit to Caltrans. Panorama will address one round of comments on the memo report.

Assumptions: The project does not involve removal of the existing bridge over Carroll Creek. A bat habitat assessment is therefore not included in the scope of work since bat habitat will not be lost. A scope and budget augment would be required if Caltrans requires a bat habitat assessment.

Optional Task 2.4 Deliverables for Carroll Creek:

- ✓ **Optional:** Draft and Final desert tortoise and rare plant survey memo reports



TASK 3: GEOTECHNICAL INVESTIGATIONS

Task 3.1: Geotechnical Investigations at Carroll Creek

Soil Sampling and R-value Tests

Kleinfelder proposes to collect two (2) near surface samples of the pavement subgrade soils at the bridge approaches for R-value testing.

- Perform a total of two (2) hand auger borings to a depth of 2 feet near the bridge approaches to collect bulk soil samples.
- Resistance Value Test, California Test Method No. 301

Foundation Report (FR)

The geotechnical work scope will include a site visit, consultation, and analysis to support the preparation of a design-level Foundation Report (FR). The report will follow basic Caltrans LRFD guidelines and the Caltrans Foundation Report for Bridges (2017) guideline. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7.
- Recommended gross and net permissible contact stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient).
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.
- Summary of R-value test results and recommended minimum pavement structural sections for the design Traffic Index provided by the County of Inyo
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Conditions: Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

Task 3.1 Deliverables for Carroll Creek:

- ✓ Draft Foundation Report – 65% Submittal
- ✓ Final Foundation Report
- ✓ Log of Test Borings (LOTB)

Task 3.2: Geotechnical Investigations at Walker Creek

Soil Sampling and R-value Tests

Kleinfelder proposes to collect two (2) near surface samples of the pavement subgrade soils at the bridge approaches for R-value testing.



- Perform a total of two (2) hand auger borings to a depth of 2 feet near the bridge approaches to collect bulk soil samples.
- Resistance Value Test, California Test Method No. 301

Foundation Report (FR)

The geotechnical work scope will include a site visit, consultation, and analysis to support the preparation of a design-level Foundation Report (FR). The report will follow basic Caltrans LRFD guidelines and the Caltrans Foundation Report for Bridges (2017) guideline. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

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- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7.
- Recommended gross and net permissible contract stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient).
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Summary of R-value test results and recommended minimum pavement structural sections for the design Traffic Index provided by the County of Inyo.
- Comments on the corrosion potential of foundation soil.
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Conditions: Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

Task 3.2 Deliverables for Walker Creek:

- ✓ Draft Foundation Report – 65% Submittal
- ✓ Final Foundation Report
- ✓ Log of Test Borings (LOTB)

Task 3.3: Optional Test Borings at Walker Creek (optional task)

Pre-field Activities

- Review project limits and mark the exploratory boring locations for utility clearance.
- Prepare and submit applications, and obtain permits from the following agencies, as necessary:
 1. Encroachment Permit – Inyo County.
If it becomes necessary for our field work, it is assumed any permits for right-of-entry required by Los Angeles Department of Water and Power (LADWP) would be obtained by the designer and/or the County.
 2. Notify subscribing utility companies via Underground Service Alert (USA) at least 48-hours, as required by law, prior to performing the exploratory borings.



- Retain the services of a California licensed drilling subcontractor to perform the exploratory borings, utilizing hollow stem auger, rotary wash, impact hammer, and rock coring techniques.

Field Exploration Program

- Perform a total of two (2) exploratory borings; 1 boring as close as possible to each abutment to depths of 30 and 50 feet, or practical refusal, whichever occurs first.
- Obtain in-place penetration rates in accordance with ASTM D1586.
- Maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.
- The borings will be backfilled with the soil cuttings upon completion.

Laboratory Testing Program

Laboratory testing will be performed to evaluate certain characteristics of the foundation and subgrade soils. Anticipated tests include:

- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Direct shear strength, ASTM D3080
- Grain-size distribution without hydrometer, ASTM D422
- Soluble sulphate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

Conditions: Kleinfelder requires the right of entry to conduct the investigation. Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

The cost for the optional drilling services is based on the presumption that the client will provide any and all available survey maps or other data to estimate the location of existing underground structures, utilities and other services. Kleinfelder will provide notification to Underground Service Alert, as required by law, to help locate existing utilities.

The client should be aware that penetrating the site's surface is inherently risky. It is impossible to determine with certainty the precise location of all structures that may be buried in the ground. Kleinfelder's fee is not adequate to compensate for both the performance of the services and the assumption of risk of damage to such structures. With proper USA notification, disruption of utilities or damage to underground structures will be the responsibility of the owner. Services rendered by Kleinfelder to repair them will be billed at cost.

The cost is based upon the assumption that the site is accessible to the equipment proposed. If weather, access, or site conditions restrict our field operations, Kleinfelder may need to modify the fee estimate. Time spent for difficult site access will be charged on a time-and-expense basis in accordance with the current fee schedule in force at the time the services are provided. However, Kleinfelder will contact the client for authorization prior to incurring additional charges.

Limitations: Kleinfelder work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data



evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

TASK 4: HYDRAULIC STUDIES

For the Carroll Creek Road and Walker Creek Road Bridge Replacement Project (Project), WRECO will be responsible for the hydrologic and hydraulic assessment, Location Hydraulic Study, Culvert Design Technical Memorandum, and Bridge Design Hydraulic Study.

Task 4.1: Project Management and Meetings

WRECO will attend one (1) coordination meeting with the County and Project Team. WRECO will also participate in four (4) conference calls with Inyo County (County) and Project Team staff. On a monthly basis, WRECO will provide the Project Team with invoices and progress reports for the Project.

Task 4.1 Deliverables:

- ✓ Monthly Invoices and Progress Reports

Task 4.2: Data Review

WRECO will review new available data provided by the County and the Project Team.

Task 4.3: Hydrologic Analyses

WRECO will revisit the hydrologic analyses performed for the previous phase of the Project and make necessary updates to the peak design discharges for the proposed bridge crossings. WRECO will also perform hydrologic analyses for the proposed cross culverts for each bridge site.

Task 4.4: Hydraulic Assessment

WRECO will perform hydraulic analyses to determine the design flow characteristics for the existing condition and the proposed bridges. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO has already set up a hydraulic model for the Carroll Creek Road Bridge and will work with the Project Team to update the model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the Walker Creek Road Bridge hydraulic model. WRECO will work with the Project Team structural engineers on the bridge design alternatives.

Task 4.4 Deliverables:

- ✓ Preliminary Hydraulic Assessment Memorandum (PDF)

Task 4.5: Location Hydraulic Study

Based on WRECO's preliminary qualitative assessments, the Project may potentially result in a floodplain encroachment. Therefore, WRECO will prepare a Floodplain Evaluation Report, which will include the Technical Information for the Location Hydraulic Study and Floodplain Evaluation Report Summary forms, to document the investigation and determine the specific impacts to the floodplain.

Task 4.5 Deliverables:

- ✓ Draft Floodplain Evaluation Report (PDF)
- ✓ Final Floodplain Evaluation Report (PDF and 3 hard copies)

Task 4.6: Scour Analysis and Countermeasures

WRECO will perform scour analysis and make countermeasure recommendations following the guidelines and procedures in the FHWA's HEC-18, HEC-20 and HEC-23 Manuals.



Task 4.7: Culvert Analysis and RSP

WRECO will perform hydraulic analyses to properly size the proposed cross culverts under the approach roads. The design criteria will be Caltrans' 10-year storm at the culvert soffit and 100-year storm not overtopping the road. WRECO will also recommend necessary rock slope protection as energy dissipater.

Task 4.7 Deliverables:

- ✓ Draft Culvert Design Technical Memorandum (PDF)
- ✓ Final Culvert Design Technical Memorandum (PDF)

Task 4.8: Addressing Construction Impacts

WRECO will work with the Project Team to ensure the proposed bridge construction will not create adverse impacts to the Los Angeles Aqueduct. WRECO will also estimate bypass flow volume, when necessary, for the construction purpose.

Task 4.9: Bridge Design Hydraulic Study

WRECO will prepare a Bridge Design Hydraulic Study Report, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all the detailed hydraulic model output.

Task 4.9 Deliverables:

- ✓ Draft Bridge Design Hydraulic Study Report (PDF)
- ✓ Final Bridge Design Hydraulic Study Report (PDF and 3 hard copies)

TASK 5: PRELIMINARY ENGINEERING

Task 5.1: Supplemental Topographic Survey

At Walker Creek Road, LADWP is constructing a western patrol road. This new construction will affect the cut/fill limits of the approach roadway and the drainage design. Along with the new patrol road, LADWP is adding 5-inches to the height of the western splash guard through this region. This additional height may affect the proposed bridge clearance. Gathering supplemental topographic survey data within these limits will also ensure that the proposed approach roadway, the proposed drainage design and the proposed patrol road access ramp design will meet the needs of both the County and LADWP.

Quincy will conduct a field survey to locate and map the ground surface of the new LADWP Patrol road and berms on the Westerly side of the LA Aqueduct.

- Cross sections will be performed every 50 feet starting approximately 300' North of the existing bridge over the aqueduct located on Walker Creek Road and continuing South for approximately 1000'. In addition to the patrol road, the detention pond located Northwesterly of the existing bridge on Walker Creek Road will also be located.
- Quincy will also obtain Ortho-Rectified imagery while onsite utilizing recent developments in drone technology at **no extra charge** to the County.
- Quincy will modify the existing topographic survey and digital terrain model (DTM) in Civil3D and/or MicroStation to incorporate the supplemental topo.

Task 5.2: Design Verification of LADWP Western Patrol Road at Walker Creek Road

After the additional topographic information is available at the Walker Creek project site, Quincy will evaluate the new ground surface of the partially constructed LADWP Western Patrol road and earthen berm.



Quincy will incorporate the required changes and update the roadway Geometric Approval Drawings at Walker Creek Road. LADWP has informed Quincy that the final design/ construction of the Patrol road is not yet complete due to severe storms in spring 2017. However, the bulk of the earthwork and berm construction had already been completed and LADWP plans to coordinate with Quincy to incorporate the new roadway alignment.

Because the western patrol road design is still underway at LADWP, Quincy will coordinate with the appropriate LADWP staff Engineers to minimize the potential for design conflicts between the access ramps designed by Quincy and the Patrol Road and Berms designed by LADWP.

Task 5.3: Final Project Report

This report has already been presented to the County in draft form. All comments will be addressed and incorporated into the final report. Quincy will develop a Final Project Report to summarize the findings of the completed work-to-date. In summary, the report will include the following:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Site visit (field investigation) notes • Project Description • Design Hydraulic Study • Geotechnical Report • Preliminary right-of-way information • Utility relocation/protection information • Preliminary construction staging & detour requirements • Preliminary alignment drawings | <ul style="list-style-type: none"> • Bridge APS drawings • Bridge Type Selection • APS discussion and evaluation • Construction cost estimate for each alternative • Alignment and bridge type selection recommendation • Summary of environmental studies and constraints • Schedule to complete final design & construction • 30% Plans of the preferred alternative |
|---|--|

At Walker Creek Road, Quincy will also need to update the Draft Project Report to include the Desert Tortoise Mitigation and the inclusion of the LADWP Western patrol road. Quincy will resubmit the Draft project report after incorporating changes due to the new Western Patrol Road into the Geometric Approval Drawings.

Final design will occur upon concurrence by the County and approval of the environmental documents by Caltrans/FHWA. The approved report will become the basis for the project's final design.

Task 5 Deliverables:

- ✓ Updated Topographic map at Walker Creek Road showing LADWP Western Patrol Road
- ✓ Updated GAD at Walker Creek Road incorporating design features of LADWP Western Patrol Road
- ✓ Updated Draft Project Report at Walker Creek, Final Project Report for both Sites

TASK 6: RIGHT-OF-WAY ENGINEERING

Task 6.1: Boundary Surveying

Quincy in conjunction with Inyo County will be performing the survey services. Quincy will:

- Review any additional record maps and deeds to determine preliminary right-of-way needs for each alternative alignment based on information developed by the Team and obtained from the County. Any additional right of way and/or existing property boundary information pertinent to the project will be resolved by locating additional monumentation using available record mapping and deeds. The additional boundary information will be added to the topographic base map and will include all



right-of-way and property owner information including assessor's parcel numbers and vesting deed information.

- Title Reports will be obtained by Bender Rosenthal, Inc. which will facilitate in resolving property boundaries as well as locating any existing easements/encumbrances on each affected parcel. Any easements/encumbrances discovered during the review of the title reports will also be added to the base map.

Task 6.2: Alignment Staking (Optional Task)

After plans have been prepared and a preliminary alignment has been established, the final alignment will be staked in the field with inter-visible stakes so that the layout can be clearly observed during a field visit.

Task 6.3: Right-of-Way Acquisitions

Quincy, with County staff review and input, will complete plats and legal descriptions for any right-of-way acquisitions and/or temporary construction easements.

At Carroll Creek, Right-of-Way will be needed from Bureau of Land Management (BLM) and the Los Angeles Department of Water and Power (LADWP). It is anticipated that parcel numbers 029-100-041 (BLM) and 029-100-07 (LADWP) will be impacted. As a result, right-of-way acquisitions, rights of entry and temporary construction easements will be needed. Quincy anticipates two (2) right-of-way takes and two (2) temporary construction easements for the affected parcels.

At Walker Creek, Right-of-way will be needed from private land owners and the Indian Wells Valley Water District. It is anticipated that parcel numbers 033-490-02, 033-510-08, 033-510-05 and 033-510-10 (privately owned parcels) will be impacted. Right-of-way acquisitions, rights of entry and temporary construction easements will also be required at this site. Quincy anticipates four (4) right-of-way takes and four (4) temporary construction easements for the affected parcels

Now that the project geometrics have been approved, the Team will determine the right-of-way requirements, including proposed property acquisitions and easements, and we will prepare an exhibit depicting the proposed acquisitions. Other pertinent information such as the area of each take will also be included in the right-of-way exhibit.

A plat and legal description will be developed for each acquisition as needed. Each parcel acquisition will include a metes and bounds legal description (Exhibit "A") and a plat depicting the acquisition (Exhibit "B").

Right-of-way appraisal and acquisition tasks will be performed by Bender Rosenthal, Inc. Bender Rosenthal, Inc. will also provide the right-of-way tasks required for acquisition of temporary construction easements.

Task 6.4: Record of Survey (Optional Task)

Upon completion of the project, Quincy's Surveyors will set monuments along the new right of way. All angle points, EC's, BC's and other significant locations will be monumented with permanent markers. QEI, with County staff input, will establish permanent monumentation on the centerline of the right of way or on the actual right way lines. A Record of Survey will be submitted to Inyo county for review and ultimate recording.

Assumptions:

*To increase efficiency, boundary surveys for both Carroll Creek and Walker Creek will be completed in one mobilization.

*One mobilization has been budgeted to stake the proposed alignments for Carroll Creek and Walker Creek. The Supplemental Topo for Walker Creek will also be completed during this mobilization.



*It is assumed that Inyo county will pay for any submittal and recording fees associated with the Record of Survey.

Task 6 Deliverables:

- ✓ Field Staking of Final Alignment (Optional Task)
- ✓ Right-of-Way Legal Description and Drawings,
- ✓ Exhibit A: Metes and Bounds Description
- ✓ Exhibit B: Right-of-Way Drawing
- ✓ Record of Survey (Optional Task)

TASK 7: UTILITY COORDINATION

Quincy performed preliminary utility coordination during the previous project phase which included sending Utility "A" Letters. At Walker Creek, no known utilities are present within the project limits. At Carroll Creek, there is an overhead electrical line near the proposed bridge location. LADWP has provided pole location information which is consistent with Topographic point data obtained during field survey. This utility is expected to remain intact and protected in place. Quincy will:

- ✓ Communicate and coordinate with the utility owners by contacting them during the preliminary and final design phases.
- ✓
- ✓ Prepare a utility conflict map to show existing utility locations and locations where there are potential conflicts with construction.
- ✓ Prepare the B letters according to Caltrans and County procedures.
- ✓ Coordinate the relocation target areas and/or in place protection of the existing utilities for the project based on information obtained from the affected utility owners.

Assumptions:

- County will contact utility owners and arrange for them to attend PDT meetings as needed.

Task 7 Deliverables for Carroll Creek:

- ✓ Utility B Letter for overhead lines at Carroll Creek

TASK 8: FINAL DESIGN & DETAILING

Task 8.1: Design & Submittal of 65% Plans (Unchecked Details)

Task 8.1.1: Bridge Design

The final bridge designs will be performed in accordance with AASHTO LRFD Bridge Design Specifications, 2012 (Sixth Edition) with California Amendments and other Caltrans design manuals. Design will be based on the "Load Resistance Factor Design" method, with HL93 and California permit truck design live loads. Seismic design will be performed in accordance with the Caltrans Seismic Design Criteria, Version 1.7 (April 2010) and the latest information available from Caltrans Earthquake Research. Computer analysis and design programs used are state-of-the-practice for bridge design.

Task 8.1.2: Approach Roadway Design

The final approach roadway design (based on the selected alignment alternative Geometric Approval Drawings) will be completed in accordance with the Design Criteria Memoranda previously presented to the County. The design criteria are based on County Standards, AASHTO's "A Policy on Geometric Design of Highways and Streets", Caltrans Highway Design Manual, and Caltrans Standard Specifications. Final



grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Cross-sections will be developed on approximately 50-foot intervals.

Task 8.1.3: Environmental

If environmental mitigation (such as planting and revegetation measures) plans, specifications, and estimates are required, these will be completed by the Team for inclusion with the roadway and bridge PS&E package. Plan sheets are anticipated per project site to properly convey the intent of the planting plan.

Task 8.1.4: Other Civil Designs

Project signing will be developed as well as bridge and roadway embankment protection (rock slope protection) details.

Task 8.1.5: Plan Preparation

The plan sheets will be prepared in MicroStation according to Quincy's drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by a civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. Each project is expected to consist of:

- Single-span Precast/Prestressed concrete bridge
- Approach roadway with asphalt and gravel paving
- Drainage features, including roadside ditches, small diameter culverts (less than or equal to 4-ft in diameter)
- Erosion control and replanting features
- LADWP fence relocation will be included on the Layout sheets

Each section (Road and Bridge) of the plan set is expected to include the following 37 plan sheets:

Roadway Plans (total 23) Title Sheet and Location Map Typical Cross Section (Carroll Creek Road or Walker Creek Road) Typical Cross Section (LADWP Access Road) Layout (2) Profile (2) Construction Details (Apron Details, Attenuator Details, Contour Grading) Drainage Plan and Details (4) Erosion Control Plans (2) Construction Area Signs Planting and Revegetation Plan (2) Pavement Delineation and Sign Plan (2) Quantities Sheet (2)	Bridge Plans (total 14) General Plan Deck Contours Foundation Plan Abutment Layout (2) Abutment Details (2) Typical Section Slab Layout Slab Details (3) Bridge Railing Details Log of Test Borings Sheets (2)
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Task 8.1.6: Submittal of 65% Plans (Unchecked Details)

Quincy will submit an electronic PDF, half-sized (11x17) plans for each project site. A meeting will be held upon completion of the unchecked bridge and roadway details to discuss the 65% plans. Quincy will receive comments from the County and prepare and track a comment resolution form.

Task 8.1 Deliverables:

- ✓ 65% Design Plans, 11x17 PDF
- ✓ Comment Resolution sheet



Task 8.2: Prepare Draft Plans, Specifications and Estimate (95% PS&E)

Task 8.2.1: Independent Design Check

Upon completion of the unchecked details and implementation of County comments on the 65% plans, an independent check of the design will be performed. An engineer that has not been intimately involved in the design will perform a completely independent analysis of the project designs using the 65% plans. This is an important part of the Team's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised.

Task 8.2.2: Specifications

Project Specifications will be developed including Special Provisions based on 2015 Caltrans Standard Special Provisions (SSP) and County-provided boilerplate specifications. The County will provide its boilerplate specifications electronically in Microsoft Word or other compatible software. An electronic copy of the specifications will be prepared for the County's review.

Optional Task 8.2.2.1 Prepare County Boiler Plate Specifications (optional task)

At the County's request, Quincy will prepare the County Boiler Plate specifications to be compatible with the Caltrans 2015 Standard Specifications and Special Provisions. Quincy provided a similar task to the County for Caltrans 2010 Standards on the Trona-Wildrose Emergency Storm Damage Repair Project.

Task 8.2.3: Construction Quantities & Estimate

Construction quantities and the Team's estimate of construction costs (Q and E) will be developed. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items based on Caltrans BEES item list. The estimate will show quantities, unit costs, and a project cost summary.

Task 8.2.4: Quality Control & Constructability Review

As an integral part of the Quincy QA/QC Program, a senior level engineer will review the entire draft PS&E (95% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the Federal HBP requirements.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

Task 8.2.5: Submittal of 95% (Draft) PS&E

After the QA/QC review has been completed and the plans, specifications, and estimate have been updated, the Draft PS&E along with design, check, and quantity calculations, will be submitted to the County for their review.

Task 8.2 Deliverables:

- ✓ 95% Draft Plans, 11x17 PDF
- ✓ Draft Project Specifications, 8½x11 PDF and MS Word format
- ✓ Draft Engineer's Estimate of Probable cost, PDF
- ✓ Comment Resolution sheet
- ✓ Bridge Design Calculations, Bridge Independent Check Calculations
- ✓ Bridge Quantity Take and Check Calculations
- ✓ Road Quantity Take and Check Calculations



Task 8.3: Submittal of 100% (Final) PS&E

Upon receiving 95% PS&E review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All conflicts will be resolved, as necessary and appropriate modifications will be made to the plans, specifications, and estimate.

Both bridge replacement projects will be bundled into a single PS&E package unless a significant delay occurs on one of the projects. A separate estimate will be prepared for each project site. The final PS&E Submittal will include:

Task 8.3 Deliverables:

- ✓ Contract Plans, 22x34 and 11x17 PDF, 22x34 Mylar hard copy
- ✓ Electronic AutoCAD/MicroStation files in either .dwg or .dgn format
- ✓ Project Specifications, 8½x11 PDF, MS Word format and 8½ x 11 media bound hard copy
- ✓ Engineer's Estimate of Probable cost, PDF and MS Excel Format

The County will make copies of the Contract documents for distribution during project advertisement.

TASK 9: PERMITTING (OPTIONAL TASK)

Task 9.1: Incidental Take Permit (optional task)

This task includes assisting the County with obtaining an Incidental Take Permit (ITP) for impacts on desert tortoise and Mohave ground squirrel from the **Walker Creek Road** Bridge Replacement Project under Section 2081 of the Fish and Game Code, if necessary. The concurrence letter from USFWS determined that the project is not likely to adversely affect desert tortoise and that "incidental take" of the species can be avoided (i.e., no federal incidental take permit is needed). CDFW has indicated that they will make a determination about the project's potential for "incidental take" of both desert tortoise and Mohave ground squirrel upon review of the IS/MND. While unlikely given the scope of the project, limited disturbance, and protection measures included from the USFWS concurrence letter, if CDFW determines that a 2081 ITP is necessary, Panorama will draft the permit application and provide it to the County to review. Panorama will address one round of comments on the permit application and provide the final permit application to the County to submit to CDFW with filing fees.

Panorama will review the draft ITP issued by CDFW and provide one round of comments on permit measures required by CDFW. Panorama will review the final ITP to make sure comments were adequately addressed.

Task 9.2: Walker Creek Road Bridge Permits (optional task)

This bridge replacement may include the placement of materials, such as road materials or a culvert, into a WOS. No federally jurisdictional waters would be impacted. Under the Porter Cologne Water Quality Control Act, the County would need to submit an application for General Waste Discharge Requirements (WDR) for Small Construction, Including Utility, Public Works, and Minor Streambed/Lakebed Alteration Projects (referred to in the County's Request for Proposals as a Section 401 Water Quality Certification), if materials are placed in WOS.

Panorama will coordinate with the Lahontan Regional Water Quality Control Board (Lahontan) to discuss potential project impacts and permitting requirements. If a permit is necessary, Panorama will provide a draft application for comment to the County (to assure language and measures are acceptable), and then



prepare a final application for agency submittal under this task. The County will need to sign and mail the final application with the appropriate fees.

Panorama will review the draft permit issued by Lahontan and provide one round of comments on permit measures required by Lahontan. Panorama will review the final permit to make sure comments were adequately addressed. Following construction, Panorama will prepare a notice of project completion and Permit Revocation Notice to terminate permit coverage. Panorama will address one round of comments on the notices and provide final notices for the County to submit to Lahontan. If permit coverage is not revoked, the County may be required to pay annual permit fees until the permit is revoked.

Assumptions. The Carroll Creek Road Bridge Replacement does not require permits for impacts to wildlife nor Waters of the US or WOS. The Walker Creek Road Bridge Replacement does not require a 1600 permit from CDFW nor permits for impacts to Waters of the US. Panorama will have access to project construction records following construction to facilitate the production of the notice of project completion and Permit Revocation Notice.

Optional Task 9.2 Deliverables:

- ✓ **Optional:** Draft and Final 2081 Incidental Take Permit (from CDFW) application, if needed
- ✓ **Optional:** Draft and Final WDR application
- ✓ **Optional:** Draft and Final Notice of Completion
- ✓ **Optional:** Draft and Final Permit Revocation Notice

TASK 10: GENERAL RIGHT-OF-WAY SERVICES

Task 10.1: General Right of Way Services at Carroll Creek Road

Task 10.1.1: Project Management and Certification

Coordinate with the County and Quincy to minimize risks associated with the project. Provide periodic updates to involved parties. Once the right of way is secured, BRI will work with County and Quincy to complete the Right of Way Certification for County's submittal.

Task 10.1.2: Right of Way Appraisals

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Fee, Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and/or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by Quincy.

Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Fee; Permanent and/or Temporary Easement)
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:



- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)

If the anticipated parcel take will have a value of less than \$10,000, is uncomplicated, and adequate market data is available the County may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings. An independent appraisal review is not required for the Carroll Creek project.

Task 10.1.3: Right of Way Acquisition

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the County's processes. BRI will prepare the offer letter based on an amount established from the fair market value appraisal and what the County believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. BRI will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. BRI will contact each property owner at least 6 times within the first 60 days of approval to proceed. BRI will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.
6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*:
 - a. Go through the *acquisition steps* outlined; plus
 - b. Make up to six attempts to contact the owner (personal call, letter or phone call) in any combination. Contact attempts will be made at least once each week; plus
 - c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining impasse.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify the counter-offer.
9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.



10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to client.

Task 10.1.4: Title and Escrow Services (optional task)

If necessary, BRI will acquire a title report for each of the impacted parcels. Fee of \$750 per parcel would be added to the budget for the project. A preliminary right-of-way budget estimate can be prepared if required. An optional task that is available is escrow services.

Assumptions:

- Escrow Services, total 1 @ \$750 / per parcel
- Title Report, total 1 @ \$750 / per parcel

Task 10.1.5: Condemnation Support (task not included)

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

Note: The BLM parcel will not require an appraisal report, title report or escrow services. The DWP may require a title report, appraisal and escrow services. These items are placed in the budget as a contingency cost.

Task 10.2: General Right of Way Services at Walker Creek Road

Task 10.2.1: Project Management and Certification

Coordinate with the County and Engineering Consultant to minimize risks associated with the project. Provide periodic updates to involved parties. Once the right of way is secured, BRI will work with County and Engineering Consultant to complete the Right of Way Certification for County's submittal.

Task 10.2.2: Right of Way Appraisals

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Fee, Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and /or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by the principle engineering consultant.



Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Fee; Permanent and/or Temporary Easement)
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)

If the anticipated parcel take will have a value of less than \$10,000, is uncomplicated, and adequate market data is available the City may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings.

Optional Task 10.2.2.1 Right of Way Appraisal Review (optional task)

If required, an independent Appraisal Reviewer will conduct a formal review of each narrative appraisal as required under provisions in the Federal Uniform Act. This activity is not required for valuations performed (Waiver Valuation) that have an opinion of value less than \$10,000 and where the Agency has established that an appraisal is not required.

Task 10.2.3: Right of Way Acquisition

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the County's processes. BRI will prepare the offer letter based on an amount established from the fair market value appraisal and what the County believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. BRI will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. BRI will contact each property owner at least 6 times within the first 60 days of approval to proceed. BRI will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps, and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.



6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*:
 - a. Go through the *acquisition steps* outlined; plus
 - b. Make up to six attempts to contact the owner (personal call, letter, or phone call) in any combination. Contact attempts will be made at least once each week; plus
 - c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining *impasse*.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify the counter-offer.
9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.
10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to client.

Task 10.2.4: Title and Escrow Services (Optional task)

If necessary, BRI will acquire a title report for each of the impacted parcels. Fee of \$750 per parcel would be added to the budget for the project. A preliminary right of way budget estimate can be prepared if required. An optional task that is available is escrow services.

Assumptions:

- Escrow Services, total 5 @ \$750 / per parcel
- Title Report, total 5 @ \$750 / per parcel

Task 10.2.5: Condemnation Support (task not included)

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

Note: The DWP parcel may require a title report, non-complex appraisal, and escrow services. These items are placed in the budget as a contingency cost.

TASK 11: BID SUPPORT

The individuals that were directly involved in the design will be available during the bid period to answer questions, interpret the plans and specifications, prepare addendums (if needed), and provide general

ATTACHMENT B

**CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018

TO: July 31, 2021

SCHEDULE OF FEES:

The consultant shall be compensated for actual costs plus a fixed fee (12%) at the rates shown in the attached Exhibit 10-H1 Cost Proposal, submitted by Quincy Engineering Inc. of Rancho Cordova, CA, dated June 4, 2018 for the services described in Attachment A to the contract, Scope of Work. These rates and costs identified herein shall constitute full compensation for providing all services labor, equipment, materials and other incidentals necessary to perform all work described in Attachment A to the contract, Scope of Work.

The costs described in Attachment A to the contract, Scope of Work, are projected cost estimates of probable costs incurred by the consultant. The total compensation to be provided shall not exceed \$876,903 (eight hundred seventy six thousand, nine hundred and three dollars). If an increase to the estimated projected cost is expected, request for approval of the increase must be made in writing by the Consultant to the County prior to incurring the increase, and approved by the Board of Supervisors. Any increase will be effective by written Amendment to the contract only.

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

Prime Consultant Subconsultant

Consultant **Quincy Engineering, Inc.**

Project Name **Carroll Creek Bridge Replacement BRLO-5948(074)**

Project No. **BRLO-5948(074)** Contract No. **BRLO-5948(074)** Date **6/4/2018**

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	\$70-\$105	0.0	\$ 86.00	\$ -
Principal Eng. *	James Foster	JF	\$70-\$105	113.0	\$ 86.00	\$ 9,718.00
Senior Eng. *	Robert Ferguson	RF	\$49-\$79	275.0	\$ 56.80	\$ 15,620.00
Assoc Eng.	Juan Cruz	JCr	\$32-\$63	180.0	\$ 46.10	\$ 8,298.00
Senior Eng.	Mike Sanchez	MS	\$49-\$79	146.0	\$ 65.00	\$ 9,490.00
Assist Eng. II	Carlos Silva	CS	\$32-\$55	277.0	\$ 51.30	\$ 14,210.10
Assoc Eng.	Lacey Smith	LSm	\$32-\$63	172.0	\$ 55.10	\$ 9,477.20
Assoc Eng.	Ariana Castillo	Aca	\$32-\$63	74.0	\$ 44.10	\$ 3,263.40
CAD Manager	Bob Maechler	BM	\$34-\$56	299.0	\$ 47.10	\$ 14,082.90
Survey Mgr	Jim Thornton	JT	\$37-\$67	25.0	\$ 55.00	\$ 1,375.00
Survey Tech	Alfonso Dabu	AD	\$29-\$47	58.0	\$ 41.00	\$ 2,378.00
Assoc Eng.	Ryan Kotey	RK	\$32-\$63	32.0	\$ 46.10	\$ 1,475.20
Survey Chief of Party **	Survey Chief of Party	SCoP	\$37-\$67	60.0	\$ 46.71	\$ 2,802.60
Rodman **	Survey Chainman / Rodman	SCR	\$29-\$47	60.0	\$ 43.63	\$ 2,617.80
Assist Eng. I	Chris Brazil	CB	\$26-\$46	12.0	\$ 30.80	\$ 369.60
Senior PM	Carolyn Davis	CD	\$55-\$95	17.0	\$ 71.80	\$ 1,220.60
				1800.0		\$ 96,398.40

LABOR COSTS

a) Subtotal Direct Labor Costs \$96,398.40
 b) Estimated Salary Increases for Multi-Year Project \$1,201.80 (see calculation page attached)
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$97,600.20

INDIRECT COSTS

d) Fringe Benefits (Rate: 45.95%):
 e) Total Fringe Benefits [(c) x (d)] \$44,847.29
 f) Overhead (Rate: 123.84%):
 g) Overhead [(c) x (f)] \$120,868.09
 h) General Administration (Rate: 0.0%):
 i) Gen & Admin [(c) x (h)] \$0.00
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$165,715.38

FIXED FEE

k) Fixed Fee (12.0%):
 l) **TOTAL FIXED FEE [(c) + (j)] x (k)** \$31,597.87

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel (@ active IRS mileage rate)	1600 miles @	\$0.545	\$872.00
Pier Diem/ Hotel	5 days @	\$150.00	\$750.00
Delivery	0 @	\$20.00	\$0.00
Vendor Reproduction			
	Mylar 39 @	\$55.00	\$2,145.00
	8 1/2 X 11 Reproduction @		\$0.00
	11 X 17 Reproduction @		\$0.00
	Mounting Boards for Presentations @		\$0.00
	Newsletters (Translation and printing) @		\$0.00
	<u>Subtotal Vendor Reproduction</u>		<u>\$2,145.00</u>
Title Report	0 @	\$0.00	\$0.00
Prevailing Wage Differential			<u>\$2,277.38</u>
m) TOTAL OTHER DIRECT COSTS			<u>\$6,044.38</u> <u>\$6,044.38</u>

n) **SUBCONSULTANT COSTS** (attach detailed cost proposal for each subconsultant)
 Panorama \$58,825.59
 WRECO \$23,846.00
 Kleinfelder \$8,219.74
 Bender-Rosenthal \$18,055.00
\$108,946.33 \$108,946.33

o) **TOTAL COST [(c) + (j) + (l) + (m) + (n)]** \$409,904.16

NOTES:

- Key personnel marked with an asterisk (*).
- Employees subject to prevailing wage marked with two asterisks (**).
- Anticipated salary increases calculation (Item "b") on attached page.
- Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
- Optional Tasks not included

EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc.

Contract No. BRLO-5948(074)

Date 6/4/2018

Carroll Creek Bridge Replacement BRLO-5948(074)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

<u>Direct Labor Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 96,398.40	1800	=	\$53.55	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Proposed Escalation =		5.0%		
	Avg Hourly Rate		Proposed Escalation		
Year 1	\$53.55	+	2.5%	=	\$54.89
Year 2	\$54.89	+	5.0%	=	\$57.63
Year 3	\$57.63	+	5.0%	=	\$60.51
Year 4	\$60.51	+	5.0%	=	\$63.54
Year 5	\$63.54	+	5.0%	=	\$66.72
					Year 1 Avg Hourly Rate
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	1800.0	=	900.0	Estimated Hours Year 1
Year 2	50.00%	*	1800.0	=	900.0	Estimated Hours Year 2
Year 3	0.00%	*	1800.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1800.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1800.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1800.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$53.55	*	900	=	\$48,199.20	Estimated Hours Year 1
Year 2	\$54.89	*	900	=	\$49,401.00	Estimated Hours Year 2
Year 3	\$57.63	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$60.51	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.54	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$97,600.20	
			Direct Labor Subtotal before Escalation	=	\$96,398.40	
			Estimated total of Direct Labor Salary Increase	=	\$1,201.80	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

Cost Proposal

Project Number: BRLO-5948(074)		Project Name: Carroll Creek Bridge Replacement BRLO-5948(074)																																									
TASKS		Principal Eng	Principal Eng	Senior Eng	Assoc Eng	Senior Eng	MS	CS	LSM	Asoc Eng	Asoc Eng	CAD Manager	Survey Mgr	Survey Tech	Assoc Eng	Survey Chief or Party **	Survey Chairman /	Assist Eng I	Senior PM	Quincy Total Hours	Quincy NLF Budget	Panorama	WRECO	Kleinfelder	Bender-Rosenthal	Subconsultant Subtotal																	
No.	Hours	JF	JF	RF	JCR	MS	CS	LSM	Asoc	Asoc	BM	JT	AD	RK	SCoP	SCR	CB	CD																									
Includes Efficiencies resulting from doing Walker Creek at same time																																											
1	Project Management																			0.0	\$0					\$0																	
Task 1.1 Project Management																																											
	Schedule Updates (14)	9.0																		0.0	\$0					\$0																	
	Impacts and Progress Reports (14)	8.0																		8.0	\$2,079					\$0																	
	CT HRP Forms 6A-6D, 7A-7D (1 each)	3.0	2.0																	8.0	\$2,079					\$0																	
Task 1.2 Project Review Meetings																																											
	In-person meetings (1)	9.0	9.0																	0.0	\$0					\$0																	
	PDT Teleconferences (10)	6.0	6.0																	18.0	\$3,883					\$0																	
	Meeting Agendas & Summaries (14)	8.0	8.0																	12.0	\$2,568					\$0																	
	Task 1.3 Update Rights of Entry (4)	2.0	7.0																	16.0	\$3,452					\$0																	
2. Environmental Documentation																																											
	Task 2.1 Project coordination	2.0	8.0																	0.0	\$0	\$53,776				\$53,776																	
	Task 2.2 30% RFI Acquisition																			10.0	\$1,893					\$0																	
	Task 10.1.4 Title and Easrow Services (Optional)																			0.0	\$0					\$8,000																	
	Task 10.1.5 Consumption Support (Optional)																			0.0	\$0					\$1,500																	
11	Bid Support	2.0	8.0																	18.0	\$3,464					\$0																	
12. Construction Support (Optional)																																											
	Task 14.1 Construction Staking Information	1.0	3.0																	0.0	\$0					\$0																	
	Task 14.2 Construction Engineering Support	6.0	19.0																	28.0	\$4,309.17					\$0																	
	Task 14.2.1 Submittal Review	2.0	24.0																	35.0	\$6,784.20					\$0																	
	Task 14.2.2 Precast Source Inspection	1.0	10.0																	38.0	\$6,985.72					\$0																	
13	Prepare Record Drawings	2.0	3.0								13.0									21.0	\$3,389.14					\$0																	
	Subtotal - Hours	113.0	275.0	180.0	180.0	146.0	217.0	172.0	74.0	299.0	25.0	58.0	32.0	60.0	60.0	60.0	12.0	17.0	1800.0		\$291,282.03					\$0																	
	Estimated Salary Increases for Multi-Year Project																									\$3,631.42																	
	Other Direct Costs																									\$9,044.38																	
	Total Cost	\$0	\$8,718	\$16,020	\$8,298	\$9,400	\$14,210	\$9,477	\$3,363	\$14,083	\$1,375	\$2,375	\$1,475	\$2,803	\$2,803	\$2,803	\$370	\$1,221	\$86,396		\$86,396	\$56,826	\$23,846	\$6,220	\$116,055	\$108,949																	
																				within 8.01		OK		OK		OK		OK		OK		OK		OK		OK		OK		OK		OK	

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 49.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (OCR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing. Optional Tasks not included.



EXHIBIT 10-H1 COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc.

Contract No. BRLO-5948(076)

Date 6/4/2018

Walker Creek Bridge Replacement BRLO-5948(076)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 100,732.81	1887	=	\$53.38	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Proposed Escalation =	5.0%		
	Avg Hourly Rate	Proposed Escalation	=	
Year 1	\$53.38	+ 2.5%	=	\$54.72 Year 1 Avg Hourly Rate
Year 2	\$54.72	+ 5.0%	=	\$57.46 Year 2 Avg Hourly Rate
Year 3	\$57.46	+ 5.0%	=	\$60.33 Year 3 Avg Hourly Rate
Year 4	\$60.33	+ 5.0%	=	\$63.35 Year 4 Avg Hourly Rate
Year 5	\$63.35	+ 5.0%	=	\$66.52 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	50.00%	*	1887.0	=	943.5	Estimated Hours Year 1
Year 2	50.00%	*	1887.0	=	943.5	Estimated Hours Year 2
Year 3	0.00%	*	1887.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1887.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1887.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1887.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$53.38	*	944	=	\$50,366.41	Estimated Hours Year 1
Year 2	\$54.72	*	944	=	\$51,628.32	Estimated Hours Year 2
Year 3	\$57.46	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$60.33	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.35	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$101,994.73	
	Direct Labor Subtotal before Escalation			=	\$100,732.81	
	Estimated total of Direct Labor Salary Increase			=	\$1,261.92	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

Cost Proposal

Project Number: BRLO-5948(076)		Project Name: Walker Creek Bridge Replacement BRLO-5948(076)																																						
No.	TASKS	Principal Eng		Principal Eng		Senior Eng		Senior Eng		Assist Eng II		Assoc Eng		Assoc Eng		Survey Chief of Party		Survey Chairman / Rodman		Assist Eng I		Senior PM		Quincy Total Labor		Quincy NLF Budget		Panorama (DBE)		WRECO (DBE)		Kreider		Bender-Rosenthal		Subcontractor Subtotal				
		JO	JF	RF	JCF	MS	CS	LSm	Asa	BM	JT	AD	PK	SCP	SCP	CB	CD	Direct Labor	Actual Labor Multiplier																					
		Initial Hourly Rate	\$80.00	\$50.00	\$50.00	\$48.10	\$60.00	\$51.50	\$44.10	\$41.10	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00			
1	Project Management																																							
	Task 1.1 Project Management																																							
	Schedule Updates (14)	8.0																																						
	Invoices and Progress Reports (14)	8.0																																						
	CT HBP Forms 6A-8D, 7A-7D (1 each)	2.0	3.0																																					
	Task 1.2 Project Review Meetings																																							
	Inspection meetings (1)	10.0		10.0																																				
	PDT Teleconferences (10)	6.0		6.0																																				
	Missing Agendas & Summaries (14)	8.0		8.0																																				
	Task 1.3 Update Rights of Entry (4)	2.0		7.0																																				
2	Environmental Documentation																																							
	Task 2.1 Project coordination	2.0		8.0																																				
	Task 2.2 Biological Assessment	1.0		4.0																																				
	Task 2.3 Environmental Documents	2.0		6.0																																				
11	Bid Support																																							
	Task 11.1 Bid Support	2.0		8.0																																				
12	Construction Support (Optional)																																							
	Task 12.1 Construction Staking Information	1.0		3.0		19.0																																		
	Task 12.2 Construction Engineering Support	6.0		19.0		10.0																																		
	Task 14.2.1 Submittal Review	2.0		24.0		12.0																																		
	Task 14.2.2 Precast Source Inspection	1.0		10.0		10.0																																		
13	Prepare Record Drawings																																							
	Task 13.1 Prepare Record Drawings	2.0		3.0		3.0																																		
	Task 13.2 Prepare Record Drawings	0.0		117.0		285.0		180.0		146.0		293.0		172.0		74.0		31.0		89.0		44.0		71.0		60.0		6.0		17.0										
	Subtotal - Hours																																							
	Estimated Salary Increases for Multi-Year Project																																							
	Other Direct Costs																																							
	Total Cost	\$0	\$10,062	\$16,245	\$8,298	\$9,490	\$15,031	\$8,477	\$3,263	\$4,083	\$1,705	\$3,648	\$2,028	\$3,316	\$2,818	\$246	\$1,221	\$100,733	\$101,995	\$34,654	\$33,657	\$26,383	\$28,055	\$64,290	\$152,345	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			

Note: Invoices will be based upon actual GEI hourly rates plus overhead at 65.79% plus prorated portion of fixed fee. Subcontractor and Direct Costs will be based on actual cost. The overhead rate (OCR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing. Optional Tasks not included.

OK OK



Walker Creek - Optional Tasks

Task No.	Description	Company Assigned to	Hours	Cost
3.3	Optional Test Borings at Walker Creek	Kleinfelder	79	\$ 20,834.94
6.2	Alignment Staking	Quincy	40	\$ 6,341.30
6.4	Record of Survey	Quincy	98	\$ 15,308.46
8.2.2.1	Prepare County Boiler Plate Specifications	Quincy	17	\$ 2,944.29
9.1	Incidental Take Permit	Quincy	5	\$ 946.38
		Panorama Environmental	45	\$ 5,795.51
9.2	Walker Creek Road Permits	Quincy	5	\$ 946.38
		Panorama Environmental	41	\$ 5,193.48
10.2.2.1	Right of Way Appraisal Review	Bender Rosenthal	-	\$ 6,000.00
10.2.4	Title and Escrow Services	Bender Rosenthal	-	\$ 7,500.00
10.2.5	Condemnation Support (Hourly Billing)	Bender Rosenthal	-	\$ -
12	Construction Support	Quincy	119	\$ 21,458.23
Total			449	\$ 93,268.97

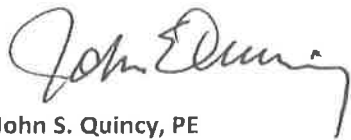
Carroll Creek - Optional Tasks

Task No.	Description	Company Assigned to	Hours	Cost
2.4	Biological Surveys	Panorama Environmental	39	\$ 5,049.69
6.2	Alignment Staking	Quincy	40	\$ 6,341.30
6.4	Record of Survey	Quincy	98	\$ 15,308.46
8.2.2.1	Prepare County Boiler Plate Specifications	Quincy	17	\$ 2,944.29
10.1.4	Title and Escrow Services	Bender Rosenthal	-	\$ 1,500.00
10.1.5	Condemnation Support (Hourly Billing)	Bender Rosenthal	-	\$ -
12	Construction Support	Quincy	119	\$ 21,458.23
Total			313	\$ 52,601.97

The costs associated with optional tasks 10.1.5 and 10.2.5 for Bender Rosenthal for Condemnation Support are not included because the effort for this task cannot be readily estimated. However, this optional task is rarely required and presents a low risk of being needed for these projects.

We truly appreciate our past work with the County. Please let us know if additional scope and cost reductions are desired.

Respectfully Submitted,
QUINCY ENGINEERING, INC.



John S. Quincy, PE
 President

ATTACHMENT C

**CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: July 10, 2018

TO: July 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The consultant shall be compensated at the rates shown in Quincy Engineering, Inc.'s Exhibit 10-H1 Cost Proposal (Attachment B) for Travel and Per Diem expenses.

ATTACHMENT D

**CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: July 10, 2018

TO: June 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

ATTACHMENT E

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018

TO: July 31, 2021

FEDERAL FUNDS ADDENDUM

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.
3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
4. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
5. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of these provisions.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Quincy Engineering Inc of Rancho Cordova, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 146.1, for the term from July 10, 2018 to July 31, 2021.

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. The term of the Agreement is extended to June 30, 2024, or until project completion.

The effective date of this amendment to the Agreement is July 27, 2021.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2021.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Travis Dean

SUBJECT: Resolution regarding detours for the Labor Day Parade, in Bishop, on the State Highway system

RECOMMENDED ACTION:

Request Board approve Resolution No. 2021-40, titled, "A Resolution of the Inyo County Board of Supervisors Designating a Standardized Detour for an Annual Labor Day Parade in Bishop; and Authorizing the Road Commissioner or his Designee to Execute Documents Related to this Closure," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The Tri-County Fair and its CEO, Jen McGuire, want to hold an annual Labor Day Parade in Bishop, and are required to apply to 1) the California Department of Transportation (Caltrans) to temporarily close a State Highway and 2) the County for a Special Event permit. In addition, Caltrans requires the County to formally accept traffic that is detoured off of the State Highway system for special events.

The attached resolution accepts traffic that is detoured onto County streets and roads for the Labor Day Parade in Bishop.

Inyo County Special Event Permits do not currently cost anything. They do require the event organizer to carry liability insurance for their event.

The Tri-County Fair and its CEO, Jen McGuire, will still be required to apply to the State, County and City. The attached Resolution simply accepts traffic on the County road system as a result of this annual event. This resolution will ensure that this event will happen, and continue to happen, assuming the community organization is able to meet other State and County requirements. A Traffic Control Plan is included as an attachment to this resolution.

The requirement for the County to accept the detour via resolution has been in place for a time. Caltrans does not have a resolution in place that serves this event. The attached resolution is written so that it will apply to future versions of the parade.

Emergency detours do not require Board action and are based on specific circumstances.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could give specific direction to staff to bring this matter back at a future date.

OTHER AGENCY INVOLVEMENT:

Tri-County Fair
Caltrans
Inyo County Road Department

FINANCING:

ATTACHMENTS:

1. Resolution No. 2021-40 (Labor Day Parade Route)
2. Labor Day Parade Detour Map

APPROVALS:

Travis Dean	Created/Initiated - 7/14/2021
Darcy Ellis	Approved - 7/14/2021
Travis Dean	Approved - 7/14/2021
Grace Chuchla	Approved - 7/14/2021
Chris Cash	Final Approval - 7/21/2021

RESOLUTION NO. 2021-

**A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS
DESIGNATING A STANDARDIZED DETOUR FOR AN ANNUAL LABOR DAY
PARADE IN BISHOP; AND AUTHORIZING THE ROAD COMMISSIONER OR HIS
DESIGNEE TO EXECUTE DOCUMENTS RELATED TO THIS CLOSURE**

WHEREAS the organizers of the Labor Day Parade in Bishop applied for a new annual detour to Inyo County and the State of California to conduct special an event on State property; and

WHEREAS Inyo County notes that the special event will be held annually at the following time and location:

1. In the community of Bishop:
 - a. The Labor Day Celebration Parade will be held on the Saturday of Labor Day weekend in September from 9:00 a.m. to 3:00 p.m.

WHEREAS Inyo County requests the following standardized detour through Bishop that will require the temporary closure of the US Highway 395 annually on the following section of US Highway 395:

1. For the Bishop Labor Day Celebration Parade, between two locations inside of the City of Bishop

WHEREAS said temporary closure will cause the re-routing of traffic onto and over the following County streets and roads Bishop:

The Northbound traffic detour will start inside the City of Bishop at the intersection of Main Street (US 395) and Mandich Street directing traffic westerly on Mandich Street, north on Sunland Drive, east on West Line Street (SR 168), and north on See Vee Lane back to North Sierra Highway (US 395).

The Southbound traffic detour will start at the intersection of North Sierra Highway (US 395) and Barlow Lane directing traffic southerly on Barlow Lane, east on West Line Street (SR 168), south on Sunland Drive, and east on Sunland Indian Reservation Road back to US 395.

WHEREAS said temporary closure and detour routes are shown in the attached exhibit map

WHEREAS the organizers of the special event described above shall obtain a Special Event Permit annually from Inyo County prior to that event.

NOW THEREFORE BE IT RESOLVED that the County of Inyo approves and consents to the proposed standardized detours for the special event to be held annually in Bishop, and consents to the proposed re- routing of traffic onto and over the described County streets and roads upon terms and conditions deemed appropriate and necessary by the State of California, Department of Transportation.

BE IT FURTHER RESOLVED that any changes to the standard detour routes described herein shall require and amendment or rescission of this resolution.

Passed, approved and adopted this _____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

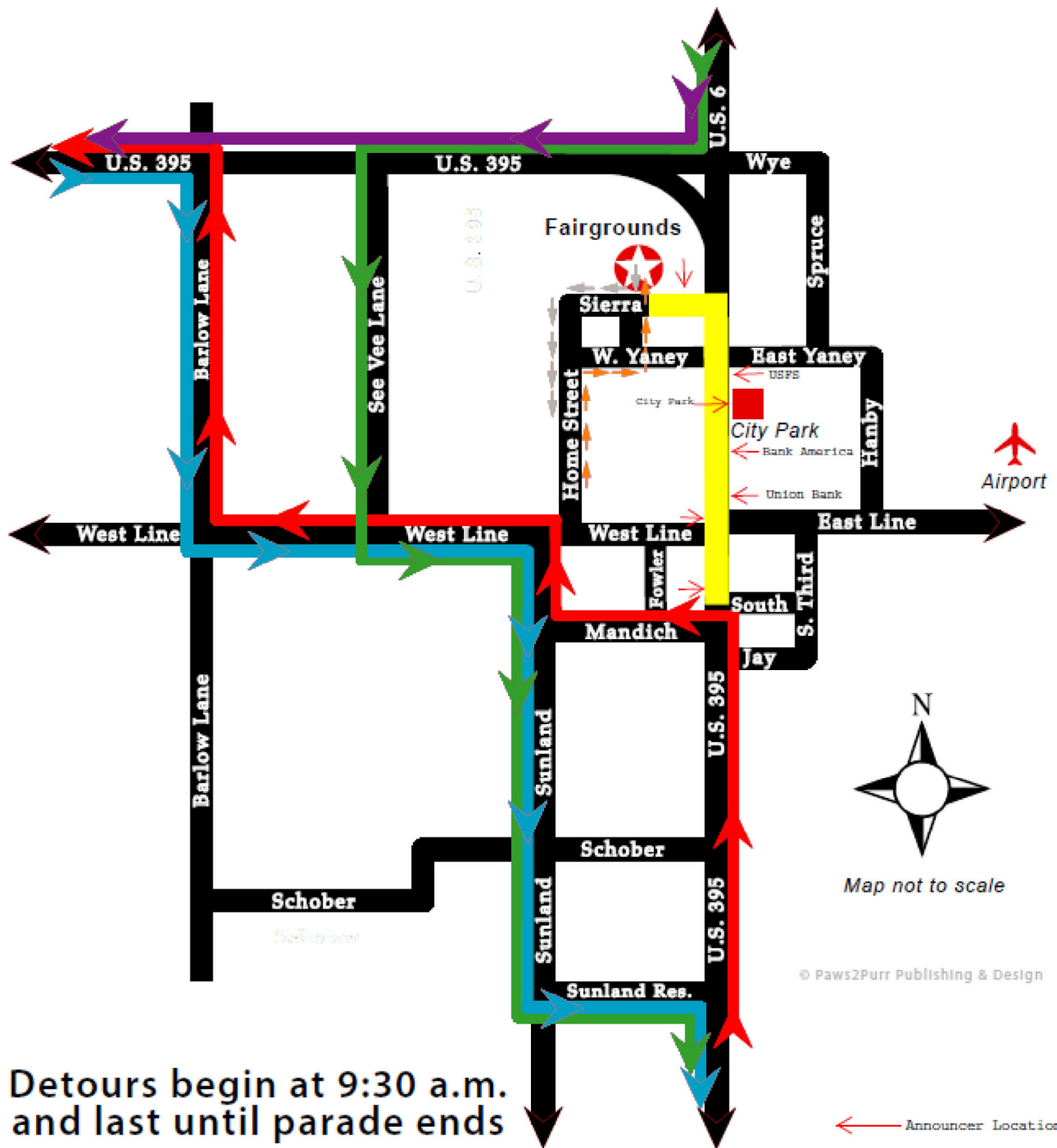
ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Leslie Chapman, Acting Clerk of the Board

by _____
Assistant Clerk



Detours begin at 9:30 a.m. and last until parade ends

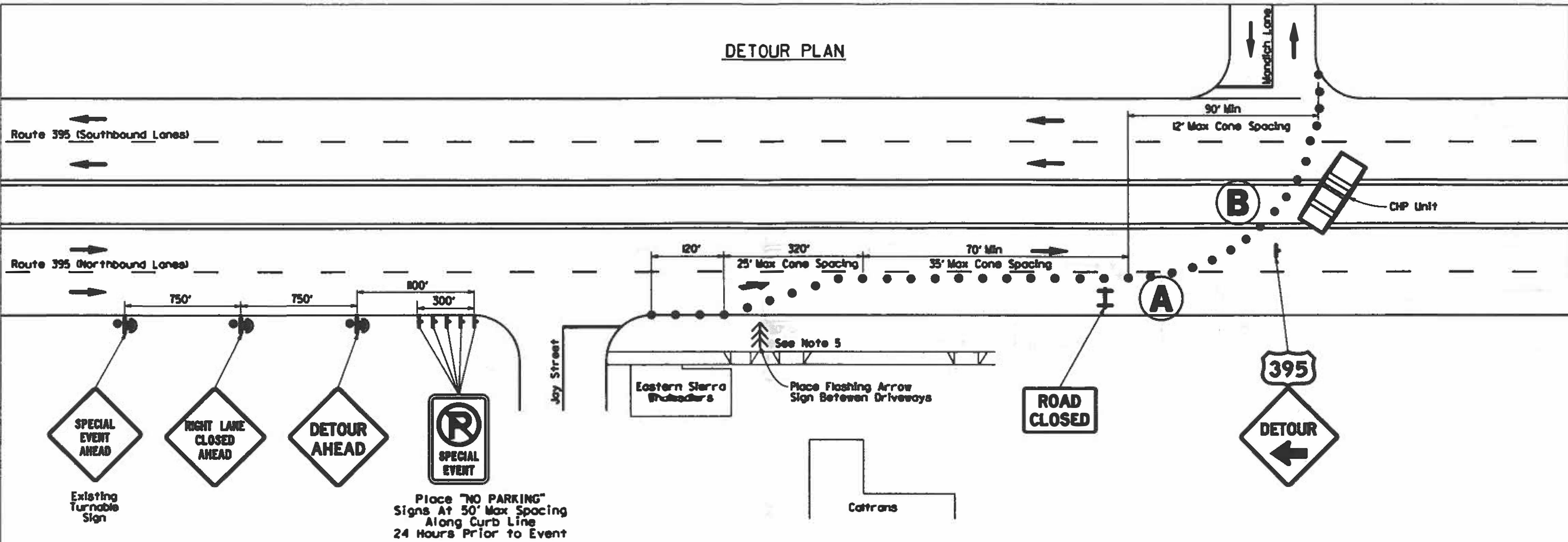
- Parade Detour Map**
- █ Parade Route
 - █ Northbound U.S. 395 Detour
 - █ Southbound U.S. 395 Detour
 - █ U.S. 6 to Southbound U.S. 395 Detour
 - █ U.S. 6 to Northbound U.S. 395
 - ▶ Entry into Fairgrounds
 - ▶ Exit out from Fairgrounds
 - ★ Fairgrounds Entrance

Parade Starts at 10:00 a.m. at South and Main Streets

Be in your viewing location by 9:00 a.m.

For safety Cal-Trans requests chairs not be placed on sidewalks prior to 8:00 a.m.

DETOUR PLAN



NOTES

1. All advance warning sign installations shall be equipped with flags for daytime closures. Flashing Beacons shall be placed at the locations indicated for nighttime closures.
2. All cones used for right lane closures shall be fitted with reflective sleeves as specified in the specifications.
3. Flashing arrow sign shall be either Type I or Type II.
4. For approach speeds over 50 MPH, use the "Traffic Control System for Lane Closure On Freeways And Expressways" plan for lane closure details and requirements.

STAGING

- A** CLOSE #2 LANE BY 9:00 AM. #1 LANE SHALL REMAIN OPEN AND "ROAD CLOSED" AND "DETOUR" SIGN SHALL BE FACED AWAY FROM TRAFFIC UNTIL DETOUR IS IN EFFECT.
- B** COMPLETE THE CLOSURE WHEN THE DETOUR GOES INTO EFFECT. FACE SIGNS TOWARD TRAFFIC.



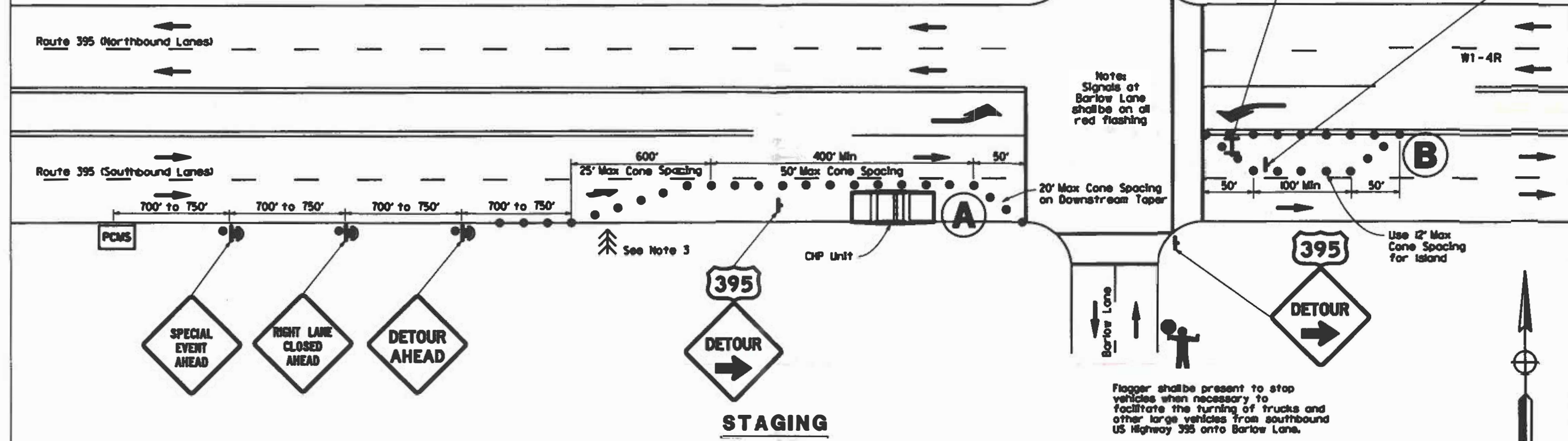
LEGEND

- Traffic Cone
- ⊕ Turnable Sign
- ⊥ Portable Sign
- ← Direction of Travel
- ⚡ Flashing Arrow Sign
- ⊥ Type II Barricade

TRAFFIC CONTROL SYSTEM FOR DETOUR at MANDICH LANE and US ROUTE 395

NO SCALE

DETOUR PLAN



STAGING

A PLACE SIGNAL IN FLASH AND CLOSE #2 LANE BY 9:00 AM. "DETOUR" SIGNS SHALL BE FACED AWAY FROM TRAFFIC UNTIL DETOUR IS IN EFFECT.

B CLOSE #1 LANE WHEN THE DETOUR GOES INTO EFFECT. FACE SIGNS TOWARD TRAFFIC. SOUTHBOUND TRAFFIC SHALL BE DETOURED PRIOR TO CLOSURE AT WYE ROAD.



NOTES

- All advance warning sign installations shall be equipped with flags for daytime closures. Flashing Beacons shall be placed at the locations indicated for nighttime closures.
- All cones used for lane closures shall be fitted with reflective sleeves as specified in the specifications.
- Flashing arrow sign shall be either Type I or Type II.
- For approach speeds over 50 MPH, use the "Traffic Control System for Lane Closure On Freeways And Expressways" plan for lane closure details and requirements.

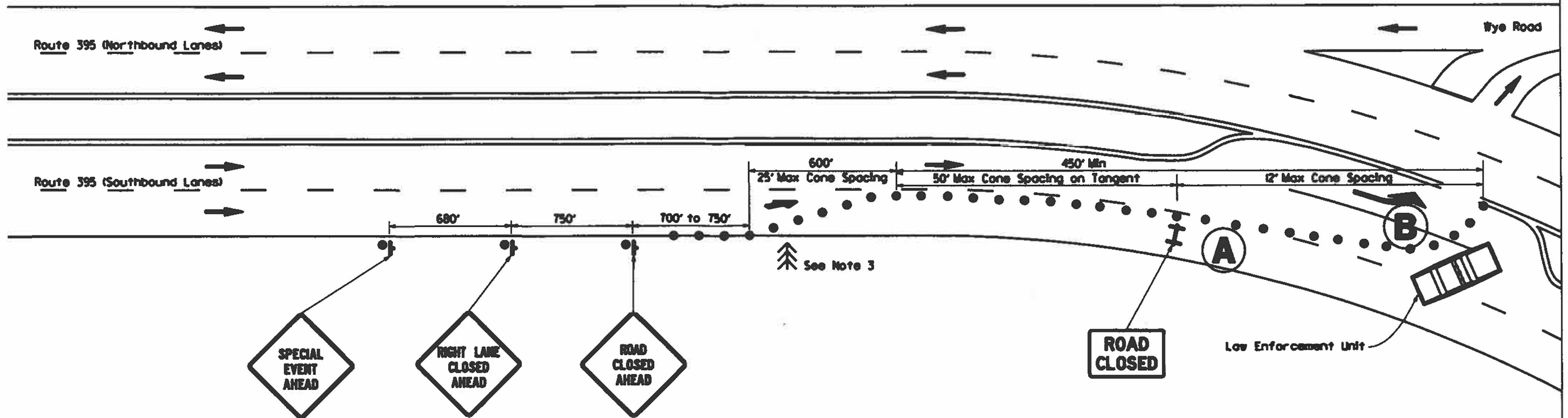
PCMS MESSAGING		
FIRST FRAME	SECOND FRAME	THIRD FRAME
US 395 CLOSED I/M AND	S/B 395 RT TURN AT SIGNAL	S/B 395 FOLLOW DETOUR

- LEGEND
- Traffic Cone
 - ◐ Turnable Sign
 - ⊥ Portable Sign
 - ← Direction of Travel
 - ⚡ Flashing Arrow Sign
 - I Type II Barricade

TRAFFIC CONTROL SYSTEM FOR DETOUR at BARLOW LANE and US ROUTE 395

NO SCALE

DETOUR PLAN



STAGING

- A** CLOSE #2 LANE BY 9:00 AM. #1 LANE SHALL REMAIN OPEN AND "ROAD CLOSED" SIGN SHALL BE FACED AWAY FROM TRAFFIC UNTIL DETOUR IS IN EFFECT.
- B** COMPLETE THE CLOSURE AFTER THE DETOUR AT BARLOW LANE HAS GONE INTO EFFECT AND SUFFICIENT TIME HAS PASSED TO ALLOW TRAFFIC BETWEEN THE DETOUR POINT AND WYE ROAD TO CLEAR. FACE SIGNS TOWARD TRAFFIC.

LEGEND

- Traffic Cone
- ⬮ Turnable Sign
- ⬮ Portable Sign
- ← Direction of Travel
- ⚡ Flashing Arrow Sign
- ⚡ Type III Barricade

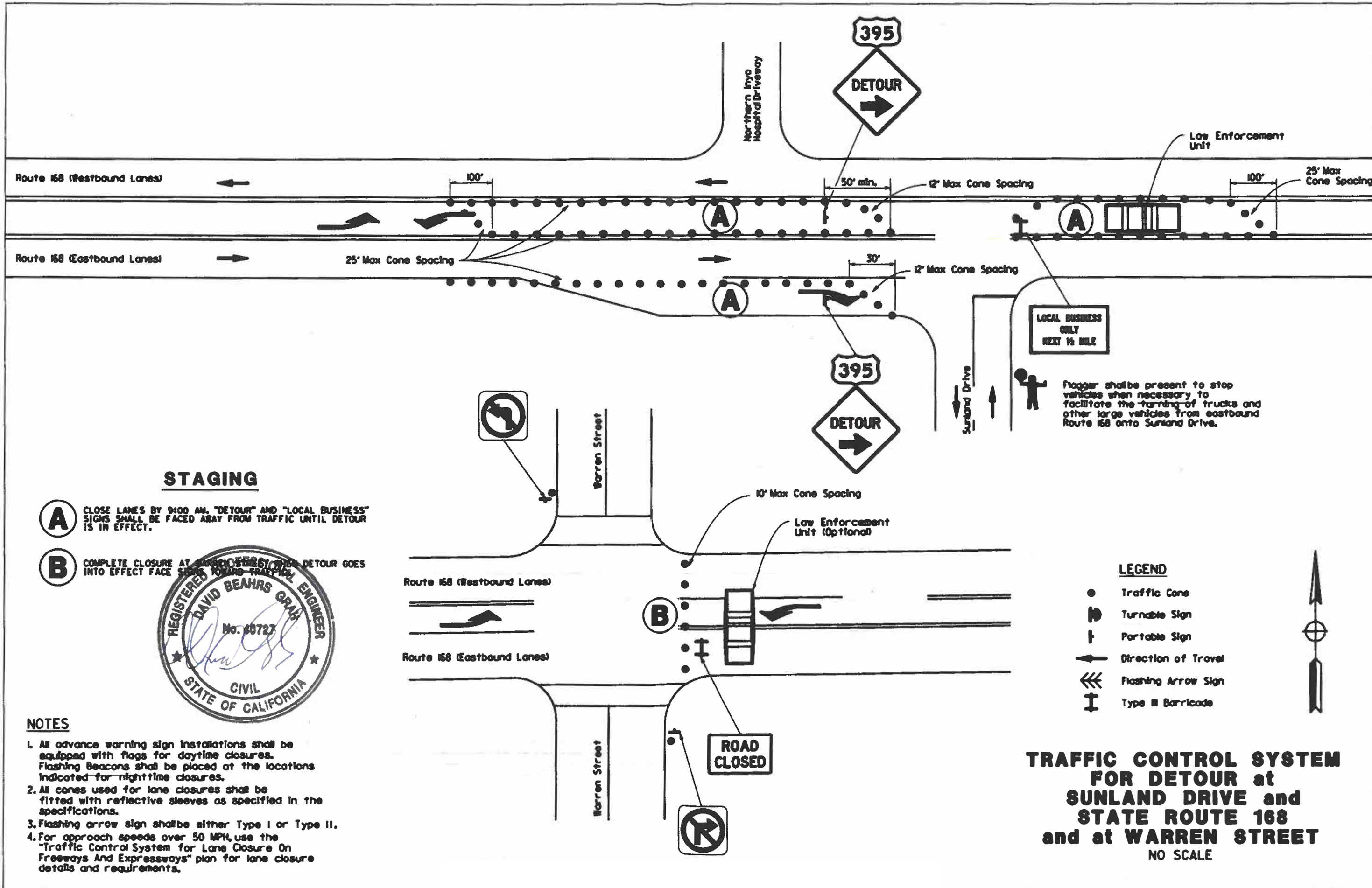


NOTES

1. All advance warning sign installations shall be equipped with flags for daytime closures. Flashing Beacons shall be placed at the locations indicated for nighttime closures.
2. All cones used for lane closures shall be fitted with reflective sleeves as specified in the specifications.
3. Flashing arrow sign shall be either Type I or Type II.
4. For approach speeds over 50 MPH, use the "Traffic Control System for Lane Closure On Freeways And Expressways" plan for lane closure details and requirements.

**TRAFFIC CONTROL SYSTEM
FOR DETOUR at
WYE ROAD and
US ROUTE 395**

NO SCALE



STAGING

- A** CLOSE LANES BY 9:00 AM. "DETOUR" AND "LOCAL BUSINESS" SIGNS SHALL BE FACED AWAY FROM TRAFFIC UNTIL DETOUR IS IN EFFECT.
- B** COMPLETE CLOSURE AT WARREN STREET WHEN DETOUR GOES INTO EFFECT FACE SIGNS TOWARD TRAFFIC.



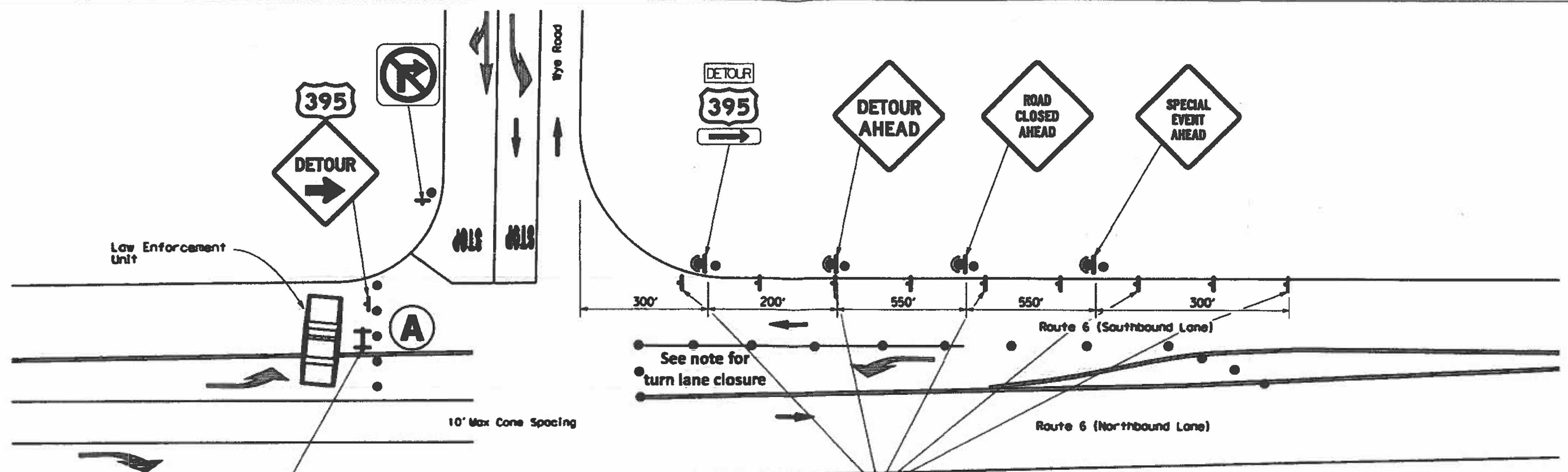
NOTES

1. All advance warning sign installations shall be equipped with flags for daytime closures. Flashing Beacons shall be placed at the locations indicated for nighttime closures.
2. All cones used for lane closures shall be fitted with reflective sleeves as specified in the specifications.
3. Flashing arrow sign shall be either Type I or Type II.
4. For approach speeds over 50 MPH, use the "Traffic Control System for Lane Closure On Freeways And Expressways" plan for lane closure details and requirements.

LEGEND

- Traffic Cone
- Ⓜ Turnable Sign
- Ⓜ Portable Sign
- ← Direction of Travel
- ⚡ Flashing Arrow Sign
- Ⓜ Type III Barricade

**TRAFFIC CONTROL SYSTEM
FOR DETOUR at
SUNLAND DRIVE and
STATE ROUTE 168
and at WARREN STREET
NO SCALE**



ROAD CLOSED

STOP

SPECIAL EVENT

Note: Close left turn lane with cones as shown and at 30 foot spacing on tangent.

Place "NO PARKING" Signs At 50' Max Spacing Along Paved Shoulder 24 Hours Prior to Event



STAGING

A CLOSE WHEN DETOUR GOES INTO EFFECT.



- LEGEND**
- Traffic Cone
 - Ⓜ Turnable Sign
 - Ⓜ Portable Sign
 - ← Direction of Travel
 - ⚡ Flashing Arrow Sign
 - Ⓜ Type II Barricade

NOTES

1. All advance warning sign installations shall be equipped with flags for daytime closures. Flashing Beacons shall be placed at the locations indicated for nighttime closures.
2. All cones used for lane closures shall be fitted with reflective sleeves as specified in the specifications.
3. Flashing arrow sign shall be either Type I or Type II.
4. For approach speeds over 50 MPH, use the "Traffic Control System for Lane Closure On Freeways And Expressways" plan for lane closure details and requirements.

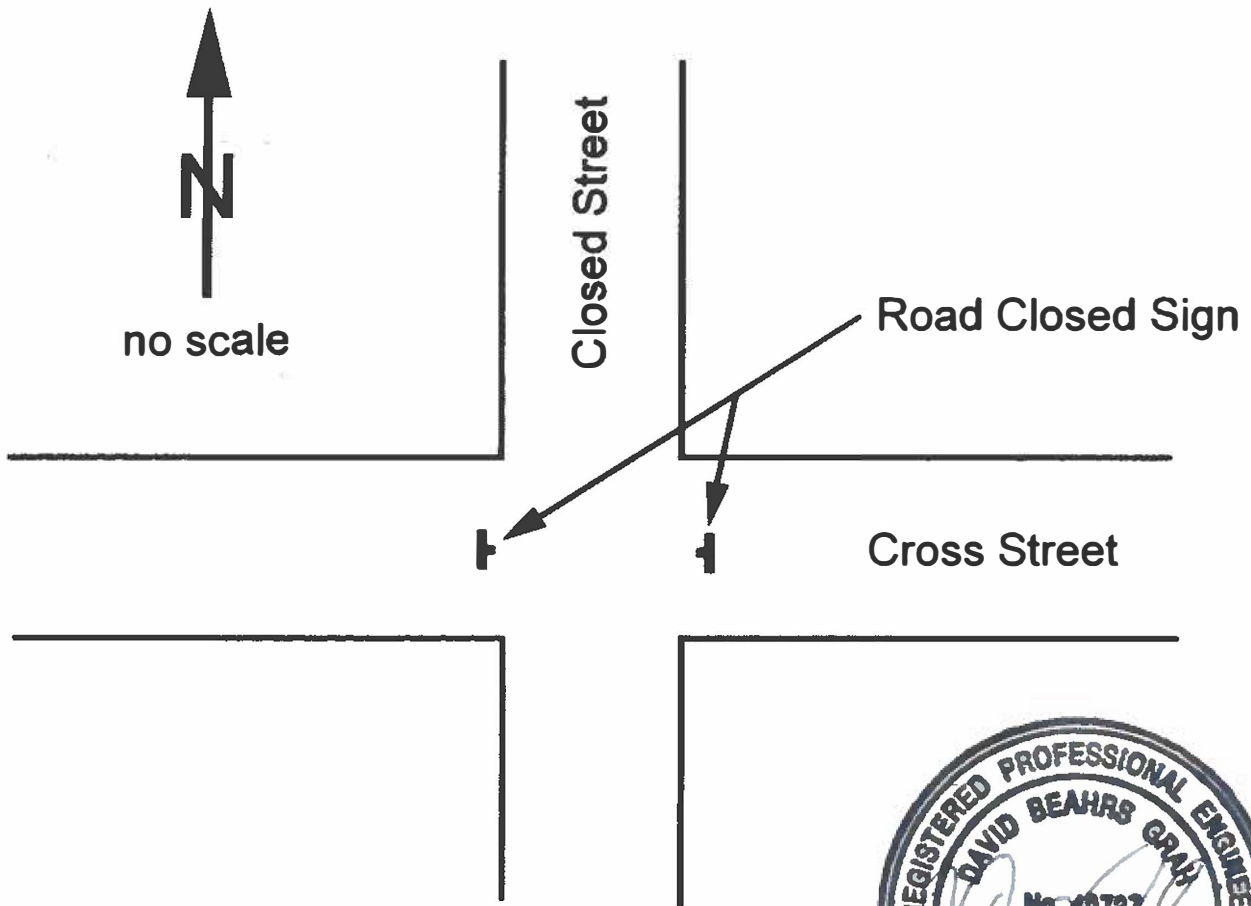
TRAFFIC CONTROL SYSTEM FOR DETOUR at WYE ROAD and US HIGHWAY 6

NO SCALE

Updated May 2019

Notes:

1. Road Closed signs shall be placed on barricades at each intersection along each closed street in accordance this detail except:
2. Road Closed sign on Sierra at Coats shall be west of intersection facing west.
3. Road Closed sign on South at Warren shall be east of intersection facing west.
4. Road Closed sign on Jay at Main shall be east of intersection facing west.



Labor Day Parade Traffic Control Plan Road Closed Signs at Other Intersections



County of Inyo



Child Support Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Amy Weurdig

SUBJECT: Proclamation Declaring August 2021 Child Support Awareness Month

RECOMMENDED ACTION:

Request Board approve a proclamation declaring August 2021 as Child Support Awareness Month in Inyo County.

SUMMARY/JUSTIFICATION:

Each August, Child Support Awareness Month is recognized and celebrated by the 47 County and Regional Child Support offices across California, along with child support offices nationwide. The Eastern Sierra Child Support Services Agency acknowledges the dedication of our child support services team and their hard work in providing a safety net for our local children and families. Our agency recognizes that children are our most valuable resource and we strive to assist families in meeting their emotional, medical and financial needs by promoting positive relationships, assisting in the establishment of support services and ensuring that support payments are received on a regular and timely basis. During the past year, our local child support office adapted quickly to the challenges of the pandemic by supporting families and connecting them with vital community resources. In addition, over \$2,747,818 was collected in FFY 2019-2020 to assist local children and families. In reflection of our continued dedication to serve local families through our support program, the Eastern Sierra Child Support Services Agency respectfully requests that the Inyo Board of Supervisors adopt the following resolution proclaiming August 2021 as "Child Support Awareness Month."

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Mono County

FINANCING:

N/A

ATTACHMENTS:

1. Child Support Awareness Month 2021 Proclamation

APPROVALS:

Eryn Clark	Created/Initiated - 7/13/2021
Amy Weurdig	Approved - 7/13/2021
Darcy Ellis	Approved - 7/13/2021
Marshall Rudolph	Final Approval - 7/13/2021



**PROCLAMATION
OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
DECLARING AUGUST 2021 AS
CHILD SUPPORT AWARENESS MONTH**



WHEREAS, children are our most valuable resource and consistent support helps them become healthy, productive and well-adjusted adults; and

WHEREAS, Child Support Awareness Month recognizes the role of parental, emotional, financial and community service support in the wellbeing of our children; and, **WHEREAS**, in the past year alone, the Eastern Sierra Child Support Agency provided assistance to over 896 children and 1046 families in Inyo and Mono Counties; and, **WHEREAS**, Child Support Professionals working for the Eastern Sierra Department of Child Support Services work day in and day out to improve the quality of life of children and families through timely, accurate, and responsive child support services; and

WHEREAS, the Eastern Sierra Child Support Agency is dedicated to seeking innovative ways in which to increase the accessibility and effectiveness of its child support program through innovative systems and procedures; and

WHEREAS, Eastern Sierra Department of Child Support serving Inyo and Mono Counties, actively seeks to provide Family-Centered Services through partnerships with other County and State agencies, to establish and collect consistent child support payments to families; and

WHEREAS, increasing public awareness of the significance of child support through outreach, education and other media outlets will reinforce the importance of parental responsibility for the financial, emotional and physical support of their children; and

NOW THEREFORE LET IT BE PROCLAIMED that the Board of Supervisors declares August 2021 as "Child Support Awareness Month" in Inyo County.

APPROVED AND ADOPTED this 27th day of July 2021, by the Inyo County Board of Supervisors.

Jeff Griffiths,
Chairperson, County of Inyo Board of Supervisors

Attest: *LESLIE CHAPMAN*
Acting Clerk of the Board

By: _____
Assistant Clerk of the Board



County of Inyo



Agricultural Commissioner - OVMAP

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Nathan Reade

SUBJECT: N/A

RECOMMENDED ACTION:

Agricultural Commissioner - OVMAP - Request Board consider the ordering of services and the levy of the assessments for the Fiscal Year 2021-2022, and adopt Resolution No. 2021-41 approving the Engineer's Report and confirming the diagram and assessments for the Fiscal Year 2021-2022 for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment."

SUMMARY/JUSTIFICATION:

On July 21, 1998, after conducting a ballot proceeding, this Board by its Ordinance No. 1002 authorized the levy of assessments for the financing and execution of the Owens Valley Mosquito Abatement Program projects; pursuant to the provisions of Government Code Section 25842.5, 53750, and 53753i, Health and Safety Code Sections 2270 et. seq. (repealed and replaced by Health and Safety Code Section 2000 et. seq.) and Articles XI and XIII D of the California Constitution.

On May 10, 2005, after conducting a ballot proceeding, this Board by its Resolution No. 2005-24, first authorized the levy of assessments for the "Mosquito Control and Disease Prevention Assessment" in compliance with Health and Safety Code Section 2080 abatement district law; Article XIII D of the California Constitution; Government Code Section 25842 et. seq. and Health and Safety Code Section 2000, (formerly 2200) which grants the Board of Supervisors the power to create mosquito and vector control programs in the same manner as a district.

Since FY 1998-1999, the "Owens Valley Mosquito Abatement Program Assessment" has been continued annually and the "Mosquito Control and Disease Prevention Assessment" has been continued annually since FY 2005-2006. Both assessments are providing essential revenues needed to fund mosquito abatement projects and services.

SCI Consulting Group, the Engineer of Work for purposes of these proceedings, has hereby prepared Engineer's Reports for "Owens Valley Mosquito Abatement Program Assessment" and for "Mosquito Control and Disease Prevention Assessment". These Engineer's Reports include the proposed budget for the assessments for the Fiscal Year 2021-2022 and the updated proposed assessments for each parcel in the Program's area within Inyo County.

Proposed assessment for Fiscal Year

The assessments can be levied annually. The assessments for "Mosquito Control and Disease Prevention Assessment" include an annual increase equal to the change in the Los Angeles Area Consumer Price Index ("CPI"), not to exceed 3% (three percent) per year without a further vote or balloting process.

The change in the CPI from December 2019 to December 2020 was 1.45% and the Unused CPI carried forward from the previous fiscal year is 0.31%. Therefore, the change in the assessment rate for the Fiscal Year 2021-2022 is 1.76%; the assessment rate for the Fiscal Year 2021-2022 is \$26.94 per single-family equivalent benefit unit with estimated total annual assessment revenues of \$224,735.

The assessment rate for the Fiscal Year 2021-2022 for "The Owens Valley Mosquito Abatement Program Assessment" is \$20.80 per benefit unit with estimated total annual assessment revenues of \$205,572.

It is recommended that Your Board approve a Resolution to continue the assessments for the Fiscal Year 2021-22 and to direct additional actions related to the continuation of the assessments.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could not approve the resolution and associated assessment increase. This would result in a decrease in services within the OVMAP program area.

OTHER AGENCY INVOLVEMENT:

SCI Consulting Group

FINANCING:

The assessment rate for the Fiscal Year 2021-2022 for "The Owens Valley Mosquito Abatement Program Assessment" is \$20.80 per benefit unit with estimated total annual assessment revenues of \$205,572.

The expenditure will be provided in the FY 21/22 department requested budget. There will be no fiscal impact to the Inyo County general fund as OVMAP is a non-general fund program. There are sufficient funds in Budget Unit 154101, Object Code 5265 to cover this expense.

ATTACHMENTS:

1. Owens Valley Mosquito Abatement Program Assessment #1 Engineer's Report (2021)
2. Owens Valley Mosquito Abatement Program Assessment #2 Engineer's Report (2021)
3. Owens Valley Mosquito Abatement Program Resolution FY2122

APPROVALS:

Janice Jackson	Created/Initiated - 7/12/2021
Darcy Ellis	Approved - 7/12/2021
Janice Jackson	Approved - 7/13/2021
Marshall Rudolph	Approved - 7/13/2021
Amy Shepherd	Approved - 7/13/2021
Alisha McMurtrie	Approved - 7/22/2021
Nathan Reade	Final Approval - 7/22/2021



OWENS VALLEY MOSQUITO ABATEMENT PROGRAM

COUNTY OF INYO

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM ASSESSMENT

ENGINEER'S REPORT

FISCAL YEAR 2021-22

JULY 2021

PURSUANT TO THE GOVERNMENT CODE, HEALTH AND SAFETY CODE
AND ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:

SCIConsultingGroup

4745 MANGELS BLVD
FAIRFIELD, CALIFORNIA 94534
PHONE 707.430.4300
FAX 707.430.4319
www.sci-cg.com

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INTRODUCTION

The Owens Valley Mosquito Abatement Program (“OVMAP” or “Program”) was formed in 1985 within the County of Inyo (“County”) and currently provides mosquito and disease control services throughout the greater Owens Valley, including the cities and communities of Bishop, Independence and Lone Pine as well as unincorporated areas within the Owens Valley. The OVMAP has been providing its public health protection services in Inyo County for over 20 years. The OVMAP is managed by the Agricultural Commissioner and Program staff and is governed by the Inyo County Board of Supervisors.

The OVMAP’s core services are summarized as follows:

1. Early detection of public health threats through comprehensive vector surveillance.
2. Protection of public health by reducing mosquitoes that can transmit diseases to humans.
3. Appropriate, timely response to customer requests to prevent/control mosquito-borne diseases.

ASSESSMENT FORMATION

In June of 1998, an assessment ballot proceeding for improved mosquito, vector and disease control services was conducted pursuant to the requirements of Article XIID of the California Constitution ("The Taxpayer's Right to Vote on Taxes Act") and the Health and Safety Code. During this ballot proceeding, property owners within the boundaries of the Owens Valley Mosquito Abatement Program were provided with a notice and ballot for the proposed special assessment. A 45-day period was provided for balloting and a public hearing was conducted in July of 1998. At the public hearing, all ballots returned within the 45-day balloting period were tabulated.

It was determined at the public hearing that 70.9% of the weighted ballots returned were in support of the Assessment. Since the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted), the Program gained the authority to approve the levy of the assessments for fiscal year 1998-99 and to continue the assessment in future years.

The following is an outline of the primary Services that are funded by the Owens Valley Mosquito Abatement Program Assessment:

- Mosquito control
- Surveillance for vector-borne diseases
- Mosquito inspections
- Response to service requests
- Mosquitofish for backyard fish ponds and other appropriate habitats
- Presentations to schools and civic groups
- Identification of mosquitoes and testing for diseases

- Mosquito Surveillance and Disease Testing
- Facilities and Equipment Utilized by the OVMAP

As used within this Report and the benefit assessment, the following terms are defined:

“Vector” means any animal capable of transmitting the causative agent of human disease or capable of producing human discomfort or injury, including, but not limited to, mosquitoes, flies, mites, ticks, other arthropods, and small mammals and other vertebrates (Health and Safety Code Section 2002(k)).

“Vector Control” shall mean any system of public improvements or services that is intended to provide for the surveillance, prevention, abatement, and control of vectors as defined in subdivision (k) of Section 2002 of the Health and Safety Code and a pest as defined in Section 5006 of the Food and Agricultural Code (Government Code Section 53750(m)).

The OVMAP is controlled by Mosquito Abatement and Vector Control Program Law of the State of California. Following are excerpts from the Mosquito Abatement and Vector Control Program Law of 2002, codified in the Health and Safety Code, Section 2000, et seq. which serve to summarize the State Legislature’s findings and intent with regard to mosquito abatement and other vector control services:

2001. (a) The Legislature finds and declares all of the following:

- (1) California's climate and topography support a wide diversity of biological organisms.
- (2) Most of these organisms are beneficial, but some are vectors of human disease pathogens or directly cause other human diseases such as hypersensitivity, envenomization, and secondary infections.
- (3) Some of these diseases, such as mosquito borne viral encephalitis, can be fatal, especially in children and older individuals.
- (4) California's connections to the wider national and international economies increase the transport of vectors and pathogens.
- (5) Invasions of the United States by vectors such as the Asian tiger mosquito and by pathogens such as the West Nile virus underscore the vulnerability of humans to uncontrolled vectors and pathogens.

(b) The Legislature further finds and declares:

- (1) Individual protection against the vectorborne diseases is only partially effective.
- (2) Adequate protection of human health against vectorborne diseases is best achieved by organized public programs.
- (3) The protection of Californians and their communities against the discomforts and economic effects of vectorborne diseases is an essential public service that is vital to public health, safety, and welfare.
- (4) Since 1915, mosquito abatement and vector control Programs have protected Californians and their communities against the threats of vectorborne diseases.

(c) In enacting this chapter, it is the intent of the Legislature to create and continue a broad statutory authority for a class of special Programs with the power to conduct effective programs for the surveillance, prevention, abatement, and control of mosquitoes and other vectors.

(d) It is also the intent of the Legislature that mosquito abatement and vector control Programs cooperate with other public agencies to protect the public health, safety, and welfare. Further, the Legislature encourages local communities and local officials to adapt the powers and procedures provided by this chapter to meet the diversity of their own local circumstances and responsibilities.

Further the Health and Safety Code, Section 2082 specifically authorizes the creation of benefit assessments for vector control, as follows:

(a) A district may levy special benefit assessments consistent with the requirements of Article XIID of the California Constitution to finance vector control projects and programs.

ASSESSMENT CONTINUATION

This Engineer's Report ("Report") was prepared by SCI Consulting Group ("SCI") to describe the vector control services to be funded by the assessment (the "Services"), to establish the estimated costs for those services, to determine the special benefits and general benefits received by property from the services and to apportion the assessments to lots and parcels within the OVMAP based on the estimated special benefit each parcel receives from the services funded by the benefit assessment.

This report defines the benefit assessment (the "Assessment") on all specially benefiting properties within the Program boundaries (the "Assessment District"). The Assessment for fiscal year 2021-22, as described in this Engineer's Report, would provide continued funding for mosquito and disease control services in certain areas of Inyo County, as well as related costs for equipment, capital improvements and services and facilities necessary and incidental to mosquito and disease control programs.

The Assessment District is narrowly drawn to include only properties that may request and/or receive direct and more frequent service, that are located within the scope of the vector surveillance area, that are located within flying or traveling distance of potential vector sources monitored by the Program, and that will benefit from a reduction in the amount of vectors reaching and impacting the property as a result of the enhanced vector surveillance and control. The Assessment Diagram included in this report shows the boundaries of the Assessment District.

PROPOSITION 218

This assessment was formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment. When Proposition 218 was

initially approved in 1996, it allowed for certain types of assessments to be “grandfathered” in, and these were exempted from the property–owner balloting requirement.

Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article. Notwithstanding the foregoing, the following assessments existing on the effective date of this article shall be exempt from the procedures and approval process set forth in Section 4:

(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.

Vector control was specifically “grandfathered in,” underscoring the fact that the drafters of Proposition 218 and the voters who approved it were satisfied that funding for vector control is an appropriate use of benefit assessments, and therefore confers special benefit to property.

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V. SANTA CLARA COUNTY OPEN SPACE AUTHORITY

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (“SVTA vs. SCCOSA”). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special benefit to property, not general benefits¹
- The services and /or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

DAHMS V. DOWNTOWN POMONA PROPERTY

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

¹ Article XIII D, § 2, subdivision (d) of the California Constitution states defines “district” as “an area determined by an agency to contain all parcels which will receive a special benefit from the proposed public improvement or property-related service.”

BONANDER V. TOWN OF TIBURON

In the December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based on in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE

On May 26, 2010 the 4th District Court of Appeals issued a decision on the Steven Beutz v. County of Riverside (“Beutz”) appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services was not explicitly calculated, quantified and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

This Engineer’s Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article XIII C and XIII D of the California Constitution because the Services to be funded are clearly defined; the Services are available to all benefiting property in the Assessment District, the benefiting property in the Assessment District will directly and tangibly benefit from reduced mosquito and vector populations, reduced risk of the presence of diseases, increased safety of property and other special benefits; and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property. Finally, the Assessments are consistent with *Buetz* and *Greater Golden Hill* because the general benefits have been explicitly calculated and quantified and excluded from the Assessments. There have been a number of clarifications made to the analysis, findings and supporting text in this Report to ensure that this consistency is well communicated.

THE SERVICES

The Owens Valley Mosquito Abatement Program, a division of the Inyo County Agricultural Department, provides mosquito abatement services to properties within the boundaries of the Mosquito Abatement Program.

The mosquito abatement/vector control services and environmental improvements undertaken by the Program and financed by the levy of the annual assessment provide special benefit to Assessor Parcels within the Program as defined in the Method of Assessment herein. Such mosquito abatement and vector control projects and programs include, but are not limited to, source reduction, larvicide applications, disease monitoring, public education, reporting, accountability, research and interagency cooperative activities, as well as capital costs, maintenance, and operation expenses. The cost of these services also includes capital costs comprised of equipment, capital improvements and facilities necessary and incidental to the vector control program. (collectively "Services")

ESTIMATE OF COST

FIGURE 1
COST ESTIMATE

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM			
Owens Valley Mosquito Abatement Program Assessment			
Estimate of Cost			
Fiscal Year 2021-22			
			Total Budget
Mosquito Control Services and Related Expenditures:			
Mosquito Control Operations		\$	206,801
Materials, Supplies, Equipment and Administration			75,553
Facilities, Capital Equipment and Fixed Assets			-
Allowance for Uncollectible Assmts, and Reserves			175,100
Total Services and Operation			457,454
Less:			
OVMCDPA Assessment #2			(224,735)
Contribution from Other Sources			(40,147)
Net Cost of Mosquito Control, Fixed Asset Equipment, Operation			192,572
Incidental Costs:			
County Collection, Levy Administration, and Other Incidentals			13,000
Contribution to Reserves and Emergency/Contingency Funds			-
Total Mosquito Control Services and Incidentals		\$	205,572
(Net Amount to be Assessed)			
Budget Allocation to Property:			
Zone of Benefit	Total SFE Units	Assessment per SFE	Total Assessment
Zone A	9,680	\$ 20.80	\$ 201,344
Zone B	813	\$ 5.20	\$ 4,228
		<u>\$</u>	<u>205,572</u>

Notes

- ¹. Includes allowance to account for any uncollectible assessments.
- ². Please see "Method of Assessment" on page 12 for definition of SFE Benefit Units.

Notes:

1. As determined in the following section, at least 5% of the cost of the Services must be funded from sources other than the assessments to cover any general benefits from the Services. Therefore, out of the total cost of Services of \$470,454 the District must contribute at least \$ 23,523 from sources other than the assessments. The District will contribute over \$40,147, which is well over the estimated general benefits.
2. Incidental Costs includes County collection charges, and assessment administration costs.
3. SFE Units means Single Family Equivalent benefit units. See method of assessment in the following Section for further definition.
4. The assessment rate per SFE is the total amount of assessment per Single Family Equivalent benefit unit.
5. The proceeds from the assessments will be deposited into a special fund for the Assessment. Funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, June 30, must be carried over to the next fiscal year. The assessment amounts are rounded down to the even penny for purposes of complying with the collection requirements from the County Auditor. Therefore, the total assessment amount for all parcels subject to the assessments may vary slightly from the net amount to be assessed.

METHOD OF ASSESSMENT

This section of the Engineer's Report describes the benefits to be derived from the mosquito control services provided by the Program for property in the Assessment District, and the methodology used to apportion the total assessment to properties within the Owens Valley Mosquito Abatement Program.

The Owens Valley Mosquito Abatement Program consists of all Assessor Parcels within the boundaries of the Mosquito Abatement Program as defined by the approved boundaries of the Assessment District.

The method used for apportioning the assessment is based upon the proportional special benefits to be derived by the properties in the Owens Valley Mosquito Abatement Program over and above general benefits conferred on real property in the Assessment District. Special benefit is calculated for each parcel in the Assessment District using the following process:

1. Identification of total benefit to the properties derived from the Services
2. Calculation of the proportion of these benefits that are special vs. general
3. Determination of the relative special benefit within different areas within the Assessment District
4. Determination of the relative special benefit per property type and property characteristic
5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type and property characteristics

DISCUSSION OF BENEFIT

In summary, the assessments can only be levied based on the special benefit to property. This special benefit is received by property over and above any general benefits from the additional Services. With reference to the engineering requirements for property related assessments under Proposition 218, an engineer must determine and prepare a report concerning the amount of special and general benefit received by property within the assessment district or program as a result of the property related service or improvements provided by a local agency. That special benefit is to be determined in relation to the total cost to that local entity of providing the service and/or improvements.

Proposition 218 as described in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The below benefit factors, when applied to property in the Assessment District, confer special benefits to property and ultimately improve the safety, utility, functionality and usability of property in the Assessment District. These are special benefits to property in the Assessment District in much the same way that storm drainage, sewer service, water service, lighting, sidewalks and paved streets enhance the safety, utility and functionality of each parcel of property served by these improvements, providing them with more utility of use and making them safer and more usable for occupants.

It should also be noted that Proposition 218 included a requirement that existing assessments in effect upon its effective date were required to be confirmed by either a majority vote of registered voters in the Assessment District, or by weighted majority property owner approval using the new ballot proceeding requirements. However, certain assessments were excluded from these voter approval requirements. Of note is that in California Constitution Article XIID Section 5(a) this special exemption was granted to assessments for sidewalks, streets, sewers, water, flood control, drainage systems and vector control. The Howard Jarvis Taxpayers Association explained this exemption in their Statement of Drafter's Intent:

*"This is the "traditional purposes" exception. These existing assessments do not need property owner approval to continue. However, future assessments for these traditional purposes are covered."*²

Therefore, the drafters of Proposition 218 acknowledged that vector control assessments were a "traditional" and therefore acknowledged and accepted use.

Since all assessments, existing before or after Proposition 218 must be based on special benefit to property, the drafters of Proposition 218 inherently found that vector control services confer special benefit on property. Moreover, the statement of drafter's intent also acknowledges that any new or increased vector control assessments after the effective date of Proposition 218 would need to comply with the voter approval requirements it established. This is as an acknowledgement that additional assessments for such "traditional" purposes would be established after Proposition 218 was in effect. Therefore, the drafters of Proposition 218 clearly recognized vector assessments as a "traditional" use of assessments, acknowledged that new vector assessments may be formed after Proposition 218 and inherently were satisfied that vector control services confer special benefit to properties.

The Legislature also made a specific determination after Proposition 218 was enacted that vector control services constitute a proper subject for special assessment. Health and Safety Code section 2082, which was signed into law in 2002, provides that a district may levy special assessments consistent with the requirements of Article XIID of the California Constitution to finance vector control projects and programs. The intent of the Legislature to allow and authorize benefit assessments for vector control services after Proposition 218 is

² Howard Jarvis Taxpayers Association, "Statement of Drafter's Intent", January 1997.

shown in the Assembly and Senate analysis the Mosquito Abatement and Vector Control District Law where it states that the law:

Allows special benefit assessments to finance vector control projects and programs, consistent with Proposition 218.³

Therefore the State Legislature unanimously found that vector control services are a valuable and important public service that can be funded by benefit assessments. To be funded by assessments, vector control services must confer special benefit to property.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided to property in the assessment district. Similar to the assessments in Pomona that were validated by Dahms, the Assessments described in this Engineer's Report fund mosquito and disease control services directly provided to property in the assessment area. Moreover, as noted in this Report, the Services directly reduce mosquito and vector populations on all property in the assessment area. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

MOSQUITO AND VECTOR CONTROL IS A SPECIAL BENEFIT TO PROPERTIES

As described below, this Engineer's Report concludes that mosquito and vector control is a special benefit that provides direct advantages to property in the Assessment District. For example, if approved, the assessment would provide reduced levels of mosquitoes and other vectors on property throughout the Assessment District. Moreover, the assessment will reduce the risk of the presence of diseases on property throughout the Assessment District, which is another direct advantage received by property in the Assessment District. Moreover, the assessment will fund Services that improve the use of property and reduce the nuisance and harm created by vectors on property throughout the Assessment District. These are tangible and direct special benefits that will be received by property throughout the specific area covered by the Assessment.

The following section, Benefit Factors, describes how and why vector control services directly and specially benefit properties in the Assessment District. These benefits are particular and distinct from its effect on property in general or the public at large.

³ Senate Bill 1588, Mosquito Abatement and Vector Control District Law, Legislative bill analysis

BENEFIT FACTORS

In order to allocate the assessments, the Engineer identified the types of special benefit arising from the aforementioned mosquito control services and that would be provided to property within the Program. These types of special benefit are as follows:

- **Reduced mosquito and vector populations on property and as a result, enhanced desirability, utility, usability and functionality of property in the Assessment District.**

The assessments will provide enhanced services for the control and abatement of nuisance and disease-carrying mosquitoes. These Services will materially reduce the number of vectors on properties throughout the Assessment District. The lower mosquito and vector populations on property in the Assessment District is a direct advantage to property that will serve to increase the desirability and “usability” of property. Clearly, properties are more desirable and usable in areas with lower mosquito populations and with a reduced risk of vector-borne disease. This is a special benefit to residential, commercial, agricultural, industrial and other types of properties because all such properties will directly benefit from reduced mosquito and vector populations and properties with lower vector populations are more usable, functional and desirable.

Excessive mosquitoes and other vectors in the area can materially diminish the utility and usability of property. For example, prior to the commencement of mosquito control and abatement services, properties in many areas in the State were considered to be nearly uninhabitable during the times of year when the mosquito populations were high.⁴ The prevention or reduction of such diminished utility and usability of property caused by mosquitoes is a clear and direct advantage and special benefit to property in the Assessment District.

The State Legislature made the following finding on this issue:

⁴ Prior to the commencement of modern mosquito control services, areas in the State of California such as the San Mateo Peninsula, Napa County, Lake County and areas in Marin and Sonoma Counties had such high mosquito populations or other vector populations that they were considered to be nearly unlivable during certain times of the year and were largely used for part-time vacation cottages that were occupied primarily during the months when the natural vector populations were lower.

“Excess numbers of mosquitoes and other vectors spread diseases of humans, livestock, and wildlife, reduce enjoyment of outdoor living spaces, both public and private, reduce property values, hinder outdoor work, reduce livestock productivity; and mosquitoes and other vectors can disperse or be transported long distances from their sources and are, therefore, a health risk and a public nuisance; and professional mosquito and vector control based on scientific research has made great advances in reducing mosquito and vector populations and the diseases they transmit.”⁵

Mosquitoes and other vectors emerge from sources throughout the Assessment District, and with an average flight range of two miles, mosquitoes from known sources can reach all properties in the Assessment District. These sources include standing water in rural areas, such as marshes, pools, wetlands, ponds, drainage ditches, drainage systems, tree holes and other removable sources such as old tires and containers. The sources of mosquitoes also include numerous locations throughout the urban areas in the Assessment District. These sources include underground drainage systems, containers, unattended swimming pools, leaks in water pipes, tree holes, flower cups in cemeteries, over-watered landscaping and lawns and many other sources. By controlling mosquitoes at known and new sources, the Services will materially reduce mosquito populations on specially benefiting property in the Assessment District.

A recently increasing source of mosquitoes is unattended swimming pools:

“Anthropogenic landscape change historically has facilitated outbreaks of pathogens amplified by peridomestic vectors such as Cx. pipiens complex mosquitoes and associated commensals such as house sparrows. The recent widespread downturn in the housing market and increase in adjustable rate mortgages have combined to force a dramatic increase in home foreclosures and abandoned homes and produced urban landscapes dotted with an expanded number of new mosquito habitats. These new larval habitats may have contributed to the unexpected early season increase in WNV cases in Bakersfield during 2007 and subsequently have enabled invasion of urban areas by the highly competent rural vector Cx. tarsalis. These factors can increase the spectrum of competent avian hosts, the efficiency of enzootic amplification, and the risk for urban epidemics.”⁶

- **Increased safety of property in the Assessment District.**

The Assessments result in improved year-round proactive Services to control and abate mosquitoes and other vectors that otherwise would occupy properties throughout the Assessment District. Mosquitoes and other vectors are transmitters of diseases, so the

⁵ Assembly Concurrent Resolution 52, chaptered April 1, 2003

⁶ Riesen William K. (2008). Delinquent Mortgages, Neglected Swimming Pools, and West Nile Virus, California. Emerging Infectious Diseases. Vol. 14(11).

reduction of mosquito and vector populations makes property safer for use and enjoyment. In absence of the assessments, these Services would not be provided, so the Services funded by the assessments make properties in the Assessment District safer, which is a distinct special benefit to property in the Assessment District.⁷ This is not a general benefit to property in the Assessment District or the public at large because the Services are tangible mosquito control and disease prevention services that will be provided directly to the properties in the Assessment District and the Services are over and above what otherwise would be provided by the District or any other agency.

This finding was confirmed in 2003 by the State Legislature:

“Mosquitoes and other vectors, including but not limited to ticks, Africanized Honey Bees, rats, fleas, and flies, continue to be a source of human suffering, illness, death and a public nuisance in California and around the world. Adequately funded mosquito and vector control, monitoring and public awareness programs are the best way to prevent outbreaks of West Nile Virus and other diseases borne by mosquitoes and other vectors.”⁷

Also, the Legislature, in Health and Safety Code Section 2001, finds that:

“the protection of Californians and their communities against the discomforts and economic effects of vector borne diseases is an essential public service that is vital to public health, safety, and welfare.”

- **Reductions in the risk of new diseases and infections on property in the Assessment District.**

Mosquitoes have proven to be a major contributor to the spread of new diseases such as West Nile Virus, among others. A highly mobile population combined with migratory bird patterns can introduce new mosquito-borne diseases into previously unexposed areas.

⁷ By reducing the risk of disease and increasing the safety of property, the proposed Services will materially increase the usefulness and desirability of certain properties in the Assessment District.

“Vector-borne diseases (including a number that are mosquito-borne) are a major public health problem internationally. In the United States, dengue and malaria are frequently brought back from tropical and subtropical countries by travelers or migrant laborers, and autochthonous transmission of malaria and dengue occasionally occurs. In 1998, 90 confirmed cases of dengue and 1,611 cases of malaria were reported in the USA and dengue transmission has occurred in Texas.”⁸

“During 2004, 40 states and the District of Columbia (DC) have reported 2,313 cases of human WNV illness to CDC through ArboNET. Of these, 737 (32%) cases were reported in California, 390 (17%) in Arizona, and 276 (12%) in Colorado. A total of 1,339 (59%) of the 2,282 cases for which such data were available occurred in males; the median age of patients was 52 years (range: 1 month--99 years). Date of illness onset ranged from April 23 to November 4; a total of 79 cases were fatal.”⁹ (According to the Centers for Disease Control and Prevention on January 19, 2004, a total of 2,470 human cases and 88 human fatalities from WNV have been confirmed).

A study of the effect of aerial spraying conducted by the Sacramento-Yolo Mosquito and Vector Control District (SYMVCD) to control a West Nile Virus disease outbreak found that the SYMVCD's mosquito control efforts materially decreased the risk of new diseases in the treated areas:

After spraying, infection rates decreased from 8.2 (95% CI 3.1–18.0) to 4.3 (95% CI 0.3–20.3) per 1,000 females in the spray area and increased from 2.0 (95% CI 0.1–9.7) to 8.7 (95% CI 3.3–18.9) per 1,000 females in the untreated area. Furthermore, no additional positive pools were detected in the northern treatment area during the remainder of the year, whereas positive pools were detected in the untreated area until the end of September (D.-E.A Elnaiem, unpub. data). These independent lines of evidence corroborate our conclusion that actions taken by SYMVCD were effective in disrupting the WNV transmission cycle and reducing human illness and potential deaths associated with WNV.¹⁰

The Services funded by the assessments will help prevent on a year-round basis the presence of vector-borne diseases on property in the Assessment District. This is another tangible and direct special benefit to property in the Assessment District that would not be received in absence of the assessments.

⁸ Rose, Robert. (2001). Pesticides and Public Health: Integrated Methods of Mosquito Management. Emerging Infectious Diseases. Vol. 7(1); 17-23.

⁹ Center for Disease Control. (2004). West Nile Virus Activity --- United States, November 9--16, 2004. Morbidity and Mortality Weekly Report. 53(45); 1071-1072.

¹⁰ Carney, Ryan. (2008), Efficiency of Aerial Spraying of Mosquito Adulticide in Reducing the Incidence of West Nile Virus, California, 2005. Emerging Infectious Diseases, Vol 14(5)

- **Protection of economic activity on property in the Assessment District.**

As recently demonstrated by the SARS outbreak in China and outbreaks of Avian Flu, outbreaks of pathogens can materially and negatively impact economic activity in the affected area. Such outbreaks and other public health threats can have a drastic negative effect on tourism, business and residential activities in the affected area. The assessments will help to prevent the likelihood of such outbreaks in the District.

Mosquitoes hinder, annoy and harm residents, guests, visitors, farm workers, and employees. A vector-borne disease outbreak and other related public health threats would have a drastic negative effect on agricultural, business and residential activities in the Assessment District.

The economic impact of diseases is well documented. According to a study prepared for the Centers for Disease Control and Prevention, economic losses due to the transmission of West Nile Virus in Louisiana was estimated to cost over \$20 million over approximately one year:

The estimated cost of the Louisiana epidemic was \$20.1 million from June 2002 to February 2003, including a \$10.9 million cost of illness (\$4.4 million medical and \$6.5 million nonmedical costs) and a \$9.2 million cost of public health response. These data indicate a substantial short-term cost of the WNV disease epidemic in Louisiana. 11

Moreover, a study conducted in 1996-97 of La Crosse Encephalitis (LACE), a human illness caused by a mosquito-transmitted virus, found a lifetime cost per human case at \$48,000 to \$3,000,000 and found that the disease significantly impacted lifespans of those who were infected. Following is a quote from the study which references the importance and value of active vector control services of the type that would be funded by the assessments:

The socioeconomic burden resulting from LACE is substantial, which highlights the importance of the illness in western North Carolina, as well as the need for active surveillance, reporting, and prevention programs for the infection. 12

The Services to be funded by the assessments will help prevent the likelihood of such outbreaks on property in the Assessment District and will reduce the harm to economic

¹¹ Zohrabian A, Meltzer MI, Ratard R, Billah K, Molinari NA, Roy K, et al. West Nile Virus economic impact, Louisiana, 2002. Emerging Infectious Disease, 2004 Oct. Available from <http://www.cdc.gov/ncidod/EID/vol10no10/03-0925.htm>

¹² Utz, J. Todd, Apperson, Charles S., Maccormack, J. Newton, Salyers, Martha, Dietz, E. Jacquelin, Mcpherson, J. Todd, Economic And Social Impacts Of La Crosse Encephalitis In Western North Carolina, Am J Trop Med Hyg 2003 69: 509-518

activity on property caused by existing mosquito populations. This is another direct advantage received by property in the Assessment District that would not be received in absence of the assessments.

- **Protection of Assessment District's agriculture, tourism, and business industries.**

The agriculture, tourism and business industries will benefit from reduced levels of harmful or nuisance mosquitoes and other vectors. Conversely, any outbreaks of emerging vector-borne pathogens such as West Nile Virus could also materially negatively affect these industries. Diseases transmitted by mosquitoes and other vectors can adversely impact business and recreational functions.

*A study prepared for the United States Department of Agriculture in 2003 found that over 1,400 horses died from West Nile Virus in Colorado and Nebraska and that these fatal disease cases created over \$1.2 million in costs and lost revenues. In addition, horse owners in these two states spent over \$2.75 million to vaccinate their horses for this disease. The study states that "Clearly, WNV has had a marked impact on the Colorado and Nebraska equine industry."*¹³

*Pesticides for mosquito control impart economic benefits to agriculture in general. Anecdotal reports from farmers and ranchers indicate that cattle, if left unprotected, can be exsanguinated by mosquitoes, especially in Florida and other southeast coastal areas. Dairy cattle produce less milk when bitten frequently by mosquitoes*¹⁴

The assessments will serve to protect the businesses and industries and the employees and residents that benefit from these businesses and industries. This is a direct advantage and special benefit to property in the Assessment District.

- **Reduced risk of nuisance and liability on property in the Assessment District**

In addition to health related factors, uncontrolled mosquito and vector populations create a nuisance for the occupants of property in the Assessment District. Properties in the Assessment District, therefore, will benefit from the reduced nuisance factor that will be created by the Services. Agricultural and rangeland properties also benefit from the reduced

¹³ S. Geiser, A. Seitzinger, P. Salazar, J. Traub-Dargatz, P. Morley, M. Salman, D. Wilmot, D. Steffen, W. Cunningham, Economic Impact of West Nile Virus on the Colorado and Nebraska Equine Industries: 2002, April 2003, Available from http://www.aphis.usda.gov/vs/ceah/cnahs/nahms/equine/wnv2002_CO_NB.pdf

¹⁴ Jennings, Allen. (2001). USDA Letter to EPA on Fenthion IRED. United States Department of Agriculture, Office of Pest Management Policy. March 8, 2001.

nuisance factor and harm to livestock and employees from lower mosquito and vector populations.

Agricultural, range, golf course, cemetery, open space and other such lands in the Assessment District contain large areas of mosquito and vector habitat and are therefore a significant source of mosquito and vector populations. In addition, residential and business properties in the Assessment District can also contain significant sources.¹⁵ It is conceivable that sources of mosquitoes could be held liable for the transmission of diseases or other harm. For example, in August 2004, the City of Los Angeles approved new fines of up to \$1,000 per day for property owners who don't remove standing water sources of mosquitoes on their property.

The Services will serve to protect the businesses and industries in the Assessment District. This is a direct advantage and a special benefit to property in the Assessment District.

- **Improved marketability of property.**

As described previously, the Services will specially benefit properties in the Assessment District by making them more useable, livable and functional. The Services also make properties in the Assessment District more desirable, and more desirable properties also benefit from improved marketability. This is another tangible and direct special benefit to property which will not be enjoyed in absence of the Services.¹⁶

BENEFIT FINDING

In summary, the special benefits described in this Report and the expansion of Services in the Assessment District directly benefit and protect the real properties in the Assessment District in excess of the assessments for these properties. Therefore, the assessment engineer finds that the cumulative special benefits to property from the Services are reasonably equal to or greater than the proposed annual assessment amount per benefit unit.

GENERAL VERSUS SPECIAL BENEFIT

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund the special benefits to property in the Assessment District but cannot fund any general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

¹⁵ Sources of mosquitoes on residential, business, agricultural, range and other types of properties include removable sources such as containers that hold standing water.

¹⁶ If one were to compare two hypothetical properties with similar characteristics, the property with lower mosquito infestation and reduced risk of vector-borne disease will clearly be more desirable, marketable and usable.

In other words:

$$\text{Total Benefit} = \text{Total General Benefit} + \text{Total Special Benefit}$$

There is no widely-accepted or statutory formula for general benefit from vector control services. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. General benefits are conferred to properties located “in the district,¹⁷” but outside the narrowly-drawn Assessment District and to “the public at large.” SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements and services funded by the assessments.

A formula to estimate the general benefit is listed below:

General Benefit =
Benefit to Real Property Outside the Assessment District +
Benefit to Real Property Inside the Assessment District that is Indirect and Derivative +
Benefit to the Public at Large

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special

¹⁷ SVTA vs. SCCOSA explains as follows:

OSA observes that Proposition 218’s definition of “special benefit” presents a paradox when considered with its definition of “district.” Section 2, subdivision (i) defines a “special benefit” as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” (Art. XIII D, § 2, subd. (i), italics added.) Section 2, subdivision (d) defines “district” as “an area determined by an agency to contains all parcels which will receive a special benefit from a proposed public improvement or property-related service.” (Art. XIII D, § 2, subd. (d), italics added.) In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special.

benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, the overwhelming proportion of the benefits conferred to property is special, since the advantages from the mosquito, vector and disease control/protection funded by the Assessments are directly received by the properties in the Assessment District and are only minimally received by property outside the Assessment District or the public at large.

Proposition 218 twice uses the phrase “over and above” general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).) There currently are minimal mosquito and vector related services being provided to the Assessment District area that are not being funded by a benefit assessment. These minimal services form the baseline level of services in the Assessment District. Arguably, all of the Services to be funded by the assessment therefore would be a special benefit because the additional Services would particularly and distinctly benefit and protect the Assessment District over and above the previous baseline benefits and service.

Nevertheless, arguably some of the Services would benefit the public at large and properties outside the Assessment District. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

CALCULATING GENERAL BENEFIT

Without this assessment the Program would lack the funds to provide the additional and improved Services to property in the Assessment District. Consistent with footnote 8 of SVTA v. SCCOSA, and for the reasons described above, the Program has determined that all parcels in the Assessment District receive a shared direct advantage and special benefit from the Services. The Services directly and particularly serve and benefit each parcel, and are not a mere indirect, derivative advantage. As explained above, Proposition 218 relies on the concept of “over and above” in distinguishing special benefits from general benefits. As applied to an assessment this concept means that all vector control services, which provide direct advantage to property in the Assessment District, are over and above the baseline and therefore are special.

Nevertheless, the Services may provide a degree of general benefit, in addition to the predominant special benefit. This section provides a conservative measure of the general benefits from the Assessments.

BENEFIT TO PROPERTY OUTSIDE THE PROGRAM

Properties within the Assessment District receive almost all of the special benefits from the Services because the Services funded by the Assessments will be provided directly to protect property within the Assessment District from mosquitoes and vector-borne diseases. However, properties adjacent to, but just outside of, the boundaries may receive some benefit from the Services in the form of reduced mosquito populations on property outside the Assessment District. Since this benefit, is conferred to properties outside the district

boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessment.

A measure of this general benefit is the proportion of Services that would affect properties outside of the Assessment District. Each year, the Program will provide some of its Services in areas near the boundaries of the Assessment District. By abating mosquito populations near the borders of the Assessment District, the Services could provide benefits in the form of reduced mosquito populations and reduced risk of disease transmission to properties outside the Assessment District. If mosquitoes were not controlled inside the Assessment District, more of them would fly from the Assessment District. Therefore control of mosquitoes within the Assessment District provides some benefit to properties outside the Assessment District but within the normal travel range of vectors in the form of reduced mosquito populations and reduced vector-borne disease transmission. Since mosquitoes are the predominant vector that would be controlled and mosquitoes most easily travel from their source location to properties in the area, typical mosquito destination ranges will be used to measure the extent that the Services will create reduced vector populations on property outside the Assessment District. This is a measure of the general benefits to property outside the Assessment District because this is a benefit from the Services that is not specially conferred upon property in the Assessment District.

The mosquito potential outside the Assessment District is based on studies of mosquito dispersion concentrations. Mosquitoes can travel up to two miles, on average, so this destination range is used. Based on studies of mosquito destinations, relative to parcels in the Assessment District average concentration of mosquitoes from the Assessment District on properties within two miles of the Assessment District is calculated to be 6%.¹⁸ This relative vector population reduction factor within the destination range is combined with the number of parcels outside the Assessment District and within the destination range to measure this general benefit and is calculated as follows:

CRITERIA:

Mosquitoes may fly up to 2 miles from their breeding source.

519 parcels within 2 miles of, but outside of the Program, may receive some mosquito and disease protection benefit

6% portion of relative benefit that is received

10,994 Parcels in the District

Calculations

Total Benefit = 519 parcels * 6% = 31 parcels equivalents

Percentage of overall parcel equivalents = $31 / 10,994 = 0.28 \%$

¹⁸ Tietze, Noor S., Stephenson, Mike F., Sidhom, Nader T. and Binding, Paul L., "Mark-Recapture of *Culex Erythrothorax* in Santa Cruz County, California", Journal of the American Mosquito Control Association, 19(2):134-138, 2003.

Therefore, for the overall benefits provided by the Services to the Assessment District, it is determined that 0.28% of the benefits would be received by the parcels within two miles of the Assessment District boundaries. Recognizing that this calculation is an approximation, this benefit will be rounded up to 1.0%.

BENEFIT TO PROPERTY *INSIDE* THE DISTRICT THAT IS *INDIRECT AND DERIVATIVE*

The “indirect and derivative” benefit to property within the Assessment District is particularly difficult to calculate. As explained above, all benefit within the Assessment District is special because the mosquito and disease control services in the Assessment District would provide direct service and protection that is clearly “over and above” and “particular and distinct” when compared with the level of such protection under current conditions. Further the properties are within the Assessment District boundaries and this Engineer’s Report demonstrates the direct benefits received by individual properties from mosquito and disease control services.

In determining the Assessment District area, the Program has been careful to limit it to an area of parcels that will directly receive the Services. All parcels will directly benefit from the surveillance, monitoring and treatment that will be provided on an equivalent basis throughout the Assessment District in order to maintain the same improved level of protection against mosquitoes and other vectors and reduced mosquito and vector populations throughout the area. The surveillance and monitoring sites would be spread on a balanced basis throughout the area. Mosquito and vector control and treatment would be provided as needed throughout the area based on the surveillance and monitoring results. The shared special benefit - reduced mosquito levels and reduced presence of vector-borne diseases - would be received on an equivalent basis by all parcels in the Assessment District. Furthermore, all parcels in the Assessment District would directly benefit from the ability to request service from the Program and to have a Program field technician promptly respond directly to the parcel and address the owner’s or resident’s service need. The SVTA vs. SCCOSA decision indicates that the fact that a benefit is conferred throughout the Assessment District area does not make the benefit general rather than special, so long as the Assessment district is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. The Program therefore concludes that, other than the small general benefit to properties outside the Assessment District (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Assessment District are special benefits and it is not possible or appropriate to separate any general benefits from the benefits conferred on parcels in the Assessment District.

BENEFIT TO THE PUBLIC AT LARGE

With the type and scope of Services to be provided to the Assessment District, it is very difficult to calculate and quantify the scope of the general benefit conferred on the public at large. Because the Services directly serve and benefit all of the property in the Assessment District, any general benefit conferred on the public at large would be small. Nevertheless, there would be some indirect general benefit to the public at large.

The public at large uses the public highways, streets and sidewalks, and when traveling in and through the Assessment District they will benefit from the Services. A fair and appropriate measure of the general benefit to the public at large therefore is the amount of highway, street and sidewalk area within the Assessment District relative to the overall land area. An analysis of maps of the Assessment District shows that approximately 1.3% of the land area in the Assessment District is covered by highways, streets and sidewalks. This 1.3% therefore is a fair and appropriate measure of the general benefit to the public at large within the Assessment District

SUMMARY OF GENERAL BENEFITS

Using a sum of the measures of general benefit for the public at large and land outside the Assessment District, we find that approximately 2.3% of the benefits conferred by the Owens Valley Mosquito Abatement Program Assessment may be general in nature and should be funded by sources other than the Assessment.

General Benefit =

- 1.0 % (Outside the district)
- + 0.0 % (Inside the district - indirect and derivative)
- + 1.3 % (Public at Large)

=2.3 % (Total General Benefit)

Although this analysis supports the findings that 2.3% of the assessment may provide general benefit only, this number is increased by the Assessment Engineer to 5% to conservatively ensure that no assessment revenue is used to support general benefit. This additional amount allocated to general benefit also covers general benefit to parcels in the Assessment District if it is later determined that there is some general benefit conferred on those parcels.

The Mosquito Abatement Program Assessment total budget for mosquito and vector abatement, disease control, capital improvement and incidental costs is \$711,570. Of this total budget amount, the OVMAP will contribute approximately 42% (\$301,134) of the total budget from sources other than the Mosquito Control and Disease Prevention Assessment. This contribution offsets any general benefits from the Mosquito Control and Disease Prevention Assessment Services.

METHOD OF ASSESSMENT

As previously discussed, the Assessments fund enhanced, comprehensive, year-round mosquito control, and disease surveillance and control Services that will reduce mosquito and vector populations on property and will clearly confer special benefits to properties in the Assessment District. These benefits can also partially be measured by the occupants on property in the Assessment District because such parcel population density is a measure of the relative benefit a parcel receives from the Services. Therefore, the apportionment of

benefit is partially based the population density of parcels. It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, a fixed assessment amount per parcel for all residential improved property was considered but was determined to be inappropriate because agricultural lands, commercial property and other property also receive benefits from the assessments. Likewise an assessment exclusively for agricultural land was considered because the source of mosquitoes is generally located on such property. However, other types of property, such as residential and commercial, also derive the special benefit factors listed above from reduced mosquito populations that would otherwise fly to the property and/or to the inhabited community areas.

Moreover, a fixed or flat assessment was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to a property that covers several acres in comparison to a smaller commercial property that is on a 0.25 acre site because the larger property generally has a larger coverage area and higher usage by employees, customers and guests that would benefit from reduced mosquito populations. This benefit ultimately flows to the property.) Larger parcels, therefore, receive an increased benefit from the assessments.

Therefore, the Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, its relative population and usage potential, its location and its destination potential for mosquitoes. This method is further described below.

ZONES OF BENEFIT

The Owens Valley Mosquito Abatement Program's mosquito control services are concentrated on the areas encompassing the Owens Valley Floor. The remaining areas within the Program boundaries receive relatively less mosquito abatement services, and, therefore relatively lesser benefits from the Mosquito Abatement Program. The areas of lesser benefit are defined to include all parcels within Program boundaries that are within the Inyo National Forest, west of the Owens Valley Floor and those parcels generally along the eastern side of Owens Lake. These areas are hereinafter referred to as Zone of Benefit B or Zone B and are depicted on the Assessment Diagram included with this Report. All other parcels within the Program boundaries are within Zone A, which is generally considered to be the areas of the Owens Valley Floor.

Parcels in Zone B receive relatively less mosquito abatement services on a per parcel and land area basis than parcels in the greater Owens Valley Floor area. Approximately 9% of the total parcels within the Program are in Zone B and this area receives approximately 5% of the services. (5% of services / 9% of parcels = 56% of the relative services per parcel.)

Therefore, on a per parcel basis, parcels in Zone B receive approximately one half the relative services as those in Zone A. Alternatively, Zone B encompasses approximately 50% of the total area within Program boundaries. By this measure, Zone B receives approximately 10% of the relative services per acre in comparison to areas in Zone A. (5% of services / 50% of acreage = 10% of relative services per acre.) Using these measures, the relative level of service, which is a measure of relative benefit, is generally 50% on a parcel basis and 10% on an acreage basis. An average of these measures results in a 25% relative level of benefit in relation to Zone A. Therefore, it is deemed that the benefits to property in Zone B are 25% of the benefits to similar property in Zone A.

The SVTA vs. SCCOSA decision indicates:

In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefitting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).

In the assessment, the advantage that each parcel receives from the Services is direct, and the boundaries for each Zone of Benefit are narrowly drawn so each Zone includes parcels that receive the similar levels of benefit from the Services. Therefore, the even spread of assessment for similar properties in each of the narrowly drawn Zones of Benefit within the District is indeed consistent with the OSA decision.

ASSESSMENT APPORTIONMENT

Certain residential properties in the Assessment District that contain a single residential dwelling unit and are on a lot of less than or equal to one acre are assigned 1.0 SFE. Traditional houses, zero-lot line houses, and townhomes are included in this category of single family residential property.

As stated previously, the special benefits derived from the Mosquito Abatement Program are conferred on property and are not based on a specific property owner’s occupancy of property or the property owner’s demographic status such as age or number of dependents. However, it is ultimately people who do or could use the property who enjoy the benefits described above. Therefore, the opportunity to use and enjoy the area within the Program without the excessive bother or potential health hazards brought by mosquitoes is a special

benefit to properties in the Program. This benefit is related to the number of people who potentially live on, work at or otherwise use the property. In other words, the benefits conferred upon property are related to the average number of people who could potentially live on, work at or otherwise could use a property, not how the property is currently used by the present owner.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the Services in proportion to the number of dwelling units that occupy each property and the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home. These demographic factors for the County of Inyo are depicted below. Using the average population density as basis for determining relative special benefit, Figure 3 lists the SFE factors for multi-family units and mobile home parcels. These benefit factors are deemed to be appropriate on a per unit basis for properties with up to eight residential units.

Properties with higher numbers of units generally receive higher benefits but at a lower relative additional benefit per unit because housing density and population density generally increases for larger parcels; therefore, the benefits from the Program are conferred over a smaller area for the average parcel population density in relation to the average area for a similar population density on other parcels in the Program. In other words, parcels with residential units in excess of eight generally have significantly higher concentrations of residents per acre than the average single family residential parcel. As a result, larger residential properties generally cover a much smaller area in comparison to single family residential properties with a similar population density. Since benefits are conferred over a smaller area, the benefit per additional unit is reduced. (The average population density per acre for larger multifamily residential property is over 3 times the average population density per acre for single family residential property. Therefore, the Engineer has deemed that the additional benefit for residential properties in excess of eight units is approximately 1/3 of the per unit rate based on population density exclusively. As a result, the benefit for multifamily residential and mobile home properties in excess of 8 units is determined to be 0.25 SFE per additional unit of any property type. This benefit apportionment methodology is summarized in Figure 3.

FIGURE 2
RESIDENTIAL ASSESSMENT FACTORS

	<i>Total Population</i>	<i>Occupied Households</i>	<i>Persons per Household</i>	<i>SFE Factor 1st 8 Units</i>	<i>SFE Factor Addl. Units</i>
Single Family Residential	10,897	4,237	2.57	1.00	N/A
Multi-Family Residential	1,435	737	1.95	0.76	0.25
Mobile Home	5,053	2,390	2.11	0.82	0.25

Source: 1990 Census, Inyo County

* The SFE factor for multi-family and mobile home parcels is based on the ratio of average persons per household for the property type versus the average persons per household for a single family residential home. These SFE factors are applied to the first 8 residential units on a property. Additional residential units over 8 units of a specific type are benefited at the rate of 0.25 SFE per additional unit.

COMMERCIAL/INDUSTRIAL PROPERTIES

SFE values for commercial and industrial land uses are based on the equivalence of special benefit between single family residential property and the average commercial/industrial property. The average size of a parcel for a single family home in the Program areas is approximately 0.25 acres. Such residential property has an SFE value of 1.0. The average of size of a property with a single commercial business is 0.50 acres. Using the equivalence of benefit between the average single family residential property and commercial property, improved commercial and industrial parcels of 1/2 acre would also receive an SFE benefit factor of 1.0. Therefore, commercial and industrial parcels of less than one acre in size are assigned 0.50 SFE per quarter acre or portion thereof. Commercial and industrial parcels in excess of 1 acre generally involve uses that require more land area relative to the building area or improvements on the property. As a result, the benefit per additional acre is lower. For such properties, the first acre is assigned 2.0 SFE and land area in excess of 1 acre is assigned 1 SFE benefit unit per additional acre or portion of an acre thereof.

AGRICULTURAL AND OTHER LAND PROPERTIES

The benefits to be received from the mosquito control services include active benefits which are related to the use and enjoyment of the property and passive benefits which are related to the underlying land. An example of a passive benefit is enhancement of property value that will accrue to the land from reduced mosquito populations in the area. Examples of an active benefit factors are enhanced environment for residents, employees and guests, reduced nuisance value to livestock and reduced health risk to employees, residents, guests and livestock. Properties used for agriculture, mining, utility services, recreational purposes and other such land uses generally have a lower employee and resident density than residential and commercial properties. These parcels, therefore, receive lower benefits on a land area basis than residential or commercial property.

It was estimated that 1/5 of the benefits accrue to land and the remainder accrue to the improved use of the property. Since most residential properties are one acre or less in size, the benefit factor for agricultural and other land use-type properties is deemed to be 0.20 SFE per acre of land area. Moreover, agricultural and other land properties of large size typically do not have a population density from employees and guests that increases in correlation to property size. Therefore, the benefits to such properties are deemed to reach a maximum benefit of 2.0 SFE. Included in this category are recreational properties that are generally accessible to the public and are regularly used by customers and guests.

Residential parcels in excess of 1 acre are assessed at the land rate of 0.20 SFE per acre of land area for additional land area over 1 acre with a maximum SFE benefit factor for

additional land of 2.0 SFE. Any residential dwelling units on such land use-type properties are assessed at the residential rates specified previously.

OTHER PROPERTIES

All properties that are specially benefited are assessed. Public right-of-way parcels, well, reservoir or other water rights parcels, limited access open space parcels, watershed parcels and common area parcels typically do not generate employees, residents, customers or guests. Moreover, many of these parcels have limited economic value and, therefore, do not benefit from specific enhancement of property value. Such parcels are, therefore, not specially benefited and are not assessed.

APPEALS AND INTERPRETATION

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Commissioner of the Inyo County Agriculture Department or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Commissioner or his or her designee will promptly review the appeal and any information provided by the property owner. If the Commissioner or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County of Inyo for collection, the Commissioner or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Commissioner or his or her designee shall be referred to the Board of Supervisors of the County of Inyo and the decision of the Board of Supervisors of the County of Inyo shall be final.

ASSESSMENT

WHEREAS, the Board of Supervisors, and in accordance with the requirements of Proposition 218, the County of Inyo contracted with the undersigned Engineer of Work to prepare and file an annual Engineer's Report presenting an estimate of costs, a diagram for the assessment program, an assessment of the estimated costs of the Services, and the special and general benefit conferred thereby, upon all assessable parcels within the assessment program;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act and the order of the Board of Supervisors of the County of Inyo, hereby makes the following determination of an assessment to cover the portion of the estimated cost of the Services, and the costs and expenses incidental thereto to be paid by the assessment program.

The amount to be paid for the Services and the expenses incidental thereto, to be paid by the Owens Valley Mosquito Abatement Program for the fiscal year 2021-22 is generally as follows:

FIGURE 3
SUMMARY COST ESTIMATE
Fiscal Year 2021-22

Mosquito Control Services	\$	206,801
Administration, Equipment and Charges		75,553
Incidentals, Reserves and uncollectible		188,100
Total Budget		470,454
Less:		
District Contribution & Current Rev.		(264,882)
Net Amount To Assessments	\$	<u>205,572</u>

An Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Owens Valley Mosquito Abatement Program. The distinctive number of each parcel or lot of land in Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.

And I do hereby determine and apportion the net amount of the cost and expenses of the Services, including the costs and expenses incidental thereto, upon the parcels and lots of land within the Owens Valley Mosquito Abatement Program, in accordance with the special benefits to be received by each parcel or lot, from the Services, and more particularly set forth in the Cost Estimate hereto attached and by reference made a part hereof.

The assessment determination is made upon the parcels or lots of land within the Owens Valley Mosquito Abatement Program in proportion to the special benefits to be received by the parcels or lots of land, from the Services.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Inyo for the fiscal year 2021-22. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2021-22 for each parcel or lot of land within the Owens Valley Mosquito Abatement Program.

Dated: June 23, 2021

Engineer of Work

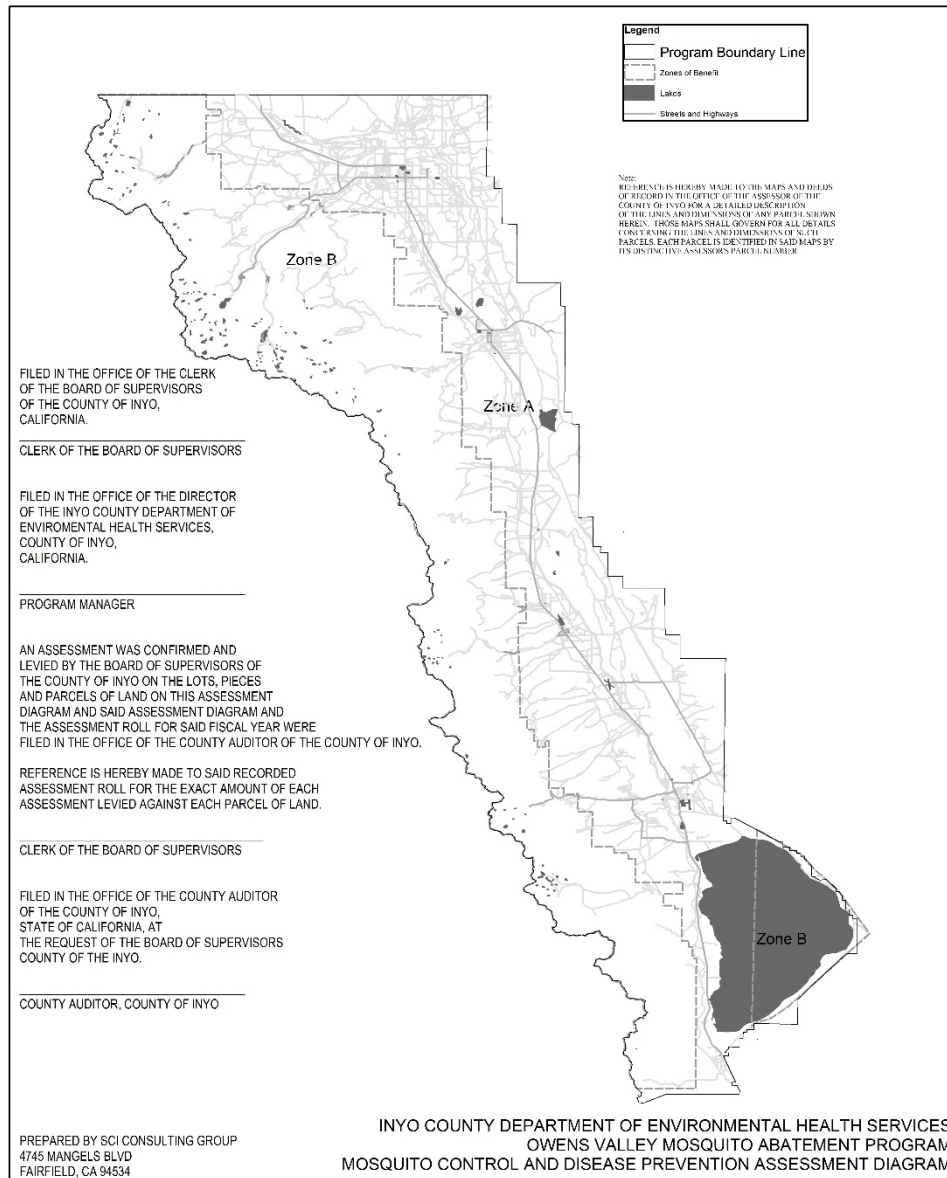


A handwritten signature in blue ink that reads "John W. Bliss". The signature is written in a cursive style and is positioned to the right of the professional seal.

By _____
John W. Bliss, License No. C052091

ASSESSMENT DIAGRAM

The Owens Valley Mosquito Abatement Program includes all properties within the boundaries of the Mosquito Abatement Program. The boundaries of the Owens Valley Mosquito Abatement Program and the zones of benefit are displayed on the following Assessment Diagram.



APPENDICES

ASSESSMENT ROLL, FISCAL YEAR 2021-22

Reference is hereby made to the Assessment Roll in and for the assessment proceedings on file in the office of the Program Manager of the Program, as the Assessment Roll is too voluminous to be bound with this Engineer's Report.



OWENS VALLEY MOSQUITO ABATEMENT PROGRAM

COUNTY OF INYO

**MOSQUITO CONTROL AND DISEASE PREVENTION
ASSESSMENT**

ENGINEER'S REPORT

FISCAL YEAR 2021-22

JULY 2021

PURSUANT TO THE GOVERNMENT CODE, HEALTH AND SAFETY CODE
AND ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

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INTRODUCTION

The Owens Valley Mosquito Abatement Program (“OVMAP” or “Program”) exists within the County of Inyo (“County”) and currently provides mosquito and disease control services throughout the greater Owens Valley, including the cities and communities of Bishop, Big Pine, Independence, and Lone Pine as well as unincorporated areas within the Owens Valley. The OVMAP has been providing its public health protection services in Inyo County for over 20 years. The OVMAP is managed by the Agricultural Commissioner and Program staff and is governed by the Inyo County Board of Supervisors.

The OVMAP’s core services are summarized as follows:

1. Early detection of public health threats through comprehensive mosquito surveillance.
2. Protection of public health by reducing mosquitoes that can transmit diseases to humans.
3. Appropriate, timely response to customer requests to prevent/control mosquito-borne diseases.

ASSESSMENT FORMATION

On March 8, 2005, the Inyo County Board of Supervisors authorized the initiation of proceedings for a proposed benefit assessment to provide local funding for improved mosquito, and disease prevention services. This assessment was named the “Mosquito Control and Disease Prevention Assessment (the “Assessment” or the “Assessment District”). In March of 2005, an assessment ballot proceeding was conducted pursuant to the requirements of Article XIID of the California Constitution (“The Taxpayer’s Right to Vote on Taxes Act”) and the Health and Safety Code. During this ballot proceeding, property owners within the boundaries of the Owens Valley Mosquito Abatement Program were provided with a notice and ballot for the proposed special assessment. A 45-day period was provided for balloting and a public hearing was conducted in May of 2005. At the public hearing, all ballots returned within the 45-day balloting period were tabulated.

It was determined at the public hearing that 71.4% of the weighted ballots returned were in support of the Assessment. Since the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted), the Program gained the authority to approve the levy of the assessments for fiscal year 2005-06 and continue the assessment in future years. The authority granted by the ballot proceeding includes an annual adjustment in the maximum authorized assessment rate equal to the annual change in the Consumer Price Index for the Los Angeles Area, not to exceed 3%.

The following is an outline of the primary services and improvements that are funded by the mosquito and disease control assessment:

- Mosquito control
- Surveillance for vector-borne diseases
- Mosquito inspections
- Response to service requests
- Mosquitofish for backyard fish ponds and other appropriate habitats
- Presentations to schools and civic groups
- Identification of mosquitoes and testing for diseases
- Mosquito Surveillance and Disease Testing
- Facilities and Equipment Utilized by the OVMAP

As used within this Report and the benefit assessment, the following terms are defined:

“Vector” means any animal capable of transmitting the causative agent of human disease or capable of producing human discomfort or injury, including, but not limited to, mosquitoes, flies, mites, ticks, other arthropods, and small mammals and other vertebrates (Health and Safety Code Section 2002(k)).

“Vector Control” shall mean any system of public improvements or services that is intended to provide for the surveillance, prevention, abatement, and control of vectors as defined in subdivision (k) of Section 2002 of the Health and Safety Code and a pest as defined in Section 5006 of the Food and Agricultural Code (Government Code Section 53750(m)).

The OVMAP is controlled by Mosquito Abatement and Vector Control Program Law of the State of California. Following are excerpts from the Mosquito Abatement and Vector Control Program Law of 2002, codified in the Health and Safety Code, Section 2000, et seq. which serve to summarize the State Legislature’s findings and intent with regard to mosquito abatement and other vector control services:

2001. (a) The Legislature finds and declares all of the following:

- (1) California's climate and topography support a wide diversity of biological organisms.
- (2) Most of these organisms are beneficial, but some are vectors of human disease pathogens or directly cause other human diseases such as hypersensitivity, envenomization, and secondary infections.
- (3) Some of these diseases, such as mosquito borne viral encephalitis, can be fatal, especially in children and older individuals.
- (4) California's connections to the wider national and international economies increase the transport of vectors and pathogens.
- (5) Invasions of the United States by vectors such as the Asian tiger mosquito and by pathogens such as the West Nile virus underscore the vulnerability of humans to uncontrolled vectors and pathogens.

(b) The Legislature further finds and declares:

- (1) Individual protection against the vectorborne diseases is only partially effective.

(2) Adequate protection of human health against vectorborne diseases is best achieved by organized public programs.

(3) The protection of Californians and their communities against the discomforts and economic effects of vectorborne diseases is an essential public service that is vital to public health, safety, and welfare.

(4) Since 1915, mosquito abatement and vector control Programs have protected Californians and their communities against the threats of vectorborne diseases.

(c) In enacting this chapter, it is the intent of the Legislature to create and continue a broad statutory authority for a class of special Programs with the power to conduct effective programs for the surveillance, prevention, abatement, and control of mosquitoes and other vectors.

(d) It is also the intent of the Legislature that mosquito abatement and vector control Programs cooperate with other public agencies to protect the public health, safety, and welfare. Further, the Legislature encourages local communities and local officials to adapt the powers and procedures provided by this chapter to meet the diversity of their own local circumstances and responsibilities.

Further the Health and Safety Code, Section 2082 specifically authorizes the creation of benefit assessments for vector control, as follows:

(a) A district may levy special benefit assessments consistent with the requirements of Article XIII D of the California Constitution to finance vector control projects and programs.

ASSESSMENT CONTINUATION

This Engineer's Report ("Report") was prepared by SCI Consulting Group ("SCI") to describe the vector control services to be funded by the assessment (the "Services"), to establish the estimated costs for those services, to determine the special benefits and general benefits received by property from the services and to apportion the assessments to lots and parcels within the OVMAP based on the estimated special benefit each parcel receives from the services funded by the benefit assessment.

This report defines the benefit assessment (the "Assessment") on all specially benefiting properties within the Program boundaries (the "Assessment District"). The Assessment for fiscal year 2021-22, as described in this Engineer's Report, would provide continued funding for mosquito and disease control services in certain areas of Inyo County, as well as related costs for equipment, capital improvements and services and facilities necessary and incidental to mosquito and disease control programs.

The Assessment District is narrowly drawn to include only properties that may request and/or receive direct and more frequent service, that are located within the scope of the vector surveillance area, that are located within flying or traveling distance of potential vector sources monitored by the Program, and that will benefit from a reduction in the amount of vectors reaching and impacting the property as a result of the enhanced vector surveillance and control. The Assessment Diagram included in this report shows the boundaries of the Assessment District.

PROPOSITION 218

This assessment was formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now Article

XIIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment. When Proposition 218 was initially approved in 1996, it allowed for certain types of assessments to be “grandfathered” in, and these were exempted from the property-owner balloting requirement.

Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article. Notwithstanding the foregoing, the following assessments existing on the effective date of this article shall be exempt from the procedures and approval process set forth in Section 4:

(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.

Vector control was specifically “grandfathered in,” underscoring the fact that the drafters of Proposition 218 and the voters who approved it were satisfied that funding for vector control is an appropriate use of benefit assessments, and therefore confers special benefit to property.

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V. SANTA CLARA COUNTY OPEN SPACE AUTHORITY

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (“SVTA vs. SCCOSA”). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special benefit to property, not general benefits¹
- The services and /or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

This Engineer’s Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article XIIIC and XIID of the California Constitution because the Services to be funded are clearly defined; the Services are available to all benefiting property in the

¹ Article XIII D, § 2, subdivision (d) of the California Constitution states defines “district” as “an area determined by an agency to contain all parcels which will receive a special benefit from the proposed public improvement or property-related service.”

Assessment District, the benefiting property in the Assessment District will directly and tangibly benefit from reduced mosquito and vector populations, reduced risk of the presence of diseases, increased safety of property and other special benefits; and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property. There have been a number of clarifications made to the analysis, findings and supporting text in this Report to ensure that this consistency is well communicated.

DAHMS V. DOWNTOWN POMONA PROPERTY

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

BONANDER V. TOWN OF TIBURON

In the December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based on in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE

On May 26, 2010 the 4th District Court of Appeals issued a decision on the Steven Beutz v. County of Riverside (“Beutz”) appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services was not explicitly calculated, quantified and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels. Finally, the Assessments are consistent with *Buetz* and *Greater Golden Hill* because the general benefits have been explicitly calculated and quantified and excluded from the Assessments.

GENERAL DESCRIPTION OF THE PROGRAM AND SERVICES

ABOUT THE MOSQUITO CONTROL PROGRAM

The Owens Valley Mosquito Abatement Program (OVMAP) operates within the County of Inyo Department of Agriculture and controls and monitors disease-carrying mosquitoes. The OVMAP protects the usefulness, desirability and livability of property and the inhabitants of property within jurisdictional area through the abatement of invertebrate vectors. In addition, the OVMAP regularly tests for diseases carried by mosquitoes and educates the property owners and the occupants of property in the Program's coverage area about how to protect themselves from diseases transmitted by mosquitoes.

There are currently approximately one fulltime Field Operations Supervisor, one Project Coordinator (50% time), one Field Technician (50% time, and four seasonal Field Technicians hired as needed. In addition to their scheduled duties, Field Technicians can respond to over 300 mosquito service requests from the public each year. These requests are handled by office staff or field technicians at the time of initial contact.

DESCRIPTION OF VECTOR CONTROL PROGRAM

The Assessment provides the additional funding to operate the program and expand the services provided in the Assessment District to an optimum level necessary to protect the usefulness, utility, desirability and livability of property within its jurisdictional area.

In addition to being nuisances by disrupting human activities and the use and enjoyment of public and private areas, certain insects and animals may transmit a number of diseases. The diseases of most concern are: Western Equine Encephalitis (WEE), St. Louis Encephalitis (SLE), West Nile Virus (WNV), and Malaria, which are all transmitted by mosquitoes.

The spread of these diseases is minimized through ongoing mosquito surveillance activities, source reduction, source treatment, abatement, and educational outreach. These efforts also minimize the nuisance impact mosquitoes can have on residents. To fulfill this purpose, the OVMAP may take any and all necessary steps to control, monitor and perform other related mosquito control services.

The assessment provides funding for the continuation and enhancement of the projects and programs for surveillance, prevention, abatement, and control of mosquitoes on property within the Owens Valley. Such mosquito abatement and vector control projects and programs include, but are not limited to, source reduction, larvicide applications, disease monitoring, public education, reporting, accountability, research and interagency cooperative activities, as well as capital costs, maintenance, and operation expenses (collectively "Services"). The cost of these Services also includes capital costs comprised of equipment, capital improvements and facilities necessary and incidental to the mosquito

control program. It should be noted that additional funding for Services related to the Owens Valley Dry Lake and the Owens River project are provided by other sources.

SUMMARY OF SERVICES

The Services are further defined as follows:

- Response to mosquito problems on property in the Assessment District.
- Services and methods to control mosquito breeding in the Assessment District.
- Control of mosquito larvae in source breeding and hatching locations such as catch basins, industrial drains, agricultural sources, ditches, drain lines, vaults, wastewater treatment plants, under buildings, residences, horse troughs, freshwater marshes, creeks, and other sources on property in the Assessment District.
- Surveillance and data analysis of adult mosquito populations using Encephalitis Vector Survey (EVS), and BG-Sentinel traps to assess public health risks and allocate control efforts on property in the Assessment District.
- Monitoring for diseases carried and transmitted by mosquitoes and other arthropods, such as St Louis encephalitis, Western equine encephalitis and West Nile virus and other surveillance methods on property within the Assessment District.
- Testing of new mosquito control materials and investigation of their efficacy in the Assessment District.
- Education of residents on property within the Assessment District about the risks of diseases carried by mosquitoes and how to better protect themselves and their pets.
- Monitoring of new and emerging vectors such as the Asian Tiger Mosquito and new and emerging pathogens such as Zika virus.
- Education programs on mosquitoes and disease abatement and other outreach programs to educate property owners and the occupants of property within the Assessment District about mosquitoes, vectors and the diseases they can transmit.
- Distribution of printed material and brochures that describe what residents, employees and property owners in the Assessment District can do to keep their homes and property free of mosquitoes and other vectors.

The OVMAP protects the public from mosquito-borne disease and mosquito nuisance while protecting the environment, through a coordinated set of activities collectively known as the Integrated Vector Management Program (IVMP). For all vector species, public education is the primary control strategy. Next, the OVMAP determines the abundance of mosquitoes and the risk of mosquito-borne disease or discomfort through evaluation of public service requests and field and laboratory surveillance activities. If the populations exceed or are anticipated to exceed predetermined criteria, OVMAP staff will attempt to employ the most efficient, effective, and environmentally sensitive means of source control. Where feasible, physical control activities such as water management are instituted to reduce mosquito production. When these approaches are not effective or are otherwise inappropriate, biological control using natural materials and environmentally sensitive larvicides are used in the specific mosquito breeding location or pest-harboring areas.

MOSQUITO AND MOSQUITO-BORNE DISEASES IN INYO COUNTY

The OVMAP undertakes activities through its Integrated Vector Management Program to control the following vectors of disease and/ or discomfort within the OVMAP²:

Mosquitoes - Certain species of mosquitoes found in Inyo County can transmit Malaria, St. Louis Encephalitis, Western Equine Encephalomyelitis, West Nile Virus, and potentially other encephalitis viruses. While not all species of mosquitoes transmit disease, all species can cause human discomfort when the female mosquito bites to obtain blood. Reactions range from irritation in the area of the bite to severe allergic reactions or secondary infections resulting from scratching the irritated area. Additionally, an abundance of mosquitoes can cause economic losses, and loss of use or enjoyment of recreational, agricultural, or industrial areas.

Of the world's three thousand mosquito species, more than fifty live in California, and twenty-four have been identified in Inyo County. Continuous surveillance and special control efforts are aimed the most common species in the county. The primary species in the County are summarized as follows:

- Culiseta incidens
- Culiseta inornata

- Culex tarsalis
- Culex erythrothorax

- Aedes dorsalis
- Aedes melanimon
- Aedes nigromaculis
- Aedes increpitus
- Aedes sierrensis

- Anopheles franciscanus
- Anopheles freeborni

Most of the vectors mentioned above are extremely mobile and cause the greatest hazard or discomfort away from their breeding site. Each of these potential vectors has a unique life cycle, and most of them occupy different habitats. In order to effectively control these vectors, an integrated vector management program must be employed. OVMAP policy is to identify those species that are currently vectors, to recommend techniques for their prevention and control, and to anticipate and minimize any new interactions between vectors and humans.

² The improved mosquito and vector control and disease prevention services would materially increase the usefulness, utility, livability and desirability of properties in the Assessment District.

INTEGRATED PEST MANAGEMENT

As noted, the Program's Services address several types of vectors and share general principles and policies. These include the identification of vector problems; responsive actions to control existing populations of vectors, prevention of new sources of vectors from developing, and the management of habitat in order to minimize vector production; education of land-owners and others on measures to minimize vector production or interaction with vectors; and provision and administration of funding and institutional support necessary to accomplish these goals.

In order to accomplish effective and environmentally sound vector management, the manipulation and control of vectors must be based on careful surveillance of their abundance, habitat (potential abundance), pathogen load, and/or potential contact with people; the establishment of treatment criteria (thresholds); and appropriate selection from a wide range of control methods. This dynamic combination of surveillance, treatment criteria, and use of multiple control activities in a coordinated program is generally known as Integrated Pest Management (IPM) (Glass 1975, Davis et al 1979, Borror et al 1981, Durso 1996, Robinson 1996).

The OVMAP's Vector Management Program, like any other IPM program, by definition involves procedures for minimizing potential environmental impacts. The Program employs IPM principles by first determining the species and abundance of vectors through evaluation of public service requests and field surveys of immature and adult pest populations; and then, if the populations exceed predetermined criteria, using the most efficient, effective, and environmentally sensitive means of control. For all vector species, public education is an important control strategy, and for some vectors (rodents, ticks) it is the Program's primary control method. In some situations, water management or other physical control activities (historically known as "source reduction" or "permanent control") can be instituted to reduce vector-breeding sites. The Program also uses biological control such as the planting of mosquitofish (in ornamental ponds, unused swimming pools and other standing water bodies). When these approaches are not effective or are otherwise inappropriate, natural materials that have been found to be environmentally safe are used to treat specific pest-producing or pest-harboring areas.

The following is a summary of the OVMAP's efforts to apply IPM to the vectors and issues outlined above.

MOSQUITOES

PERMANENT WATER MOSQUITOES

Risk assessment: historically, *Culex tarsalis* and *Culex erythrothorax* have been very abundant in the Owens Valley. The great vector potential of these species documented in other parts of the state suggests that they are principal mosquito threats. The threat of *Anopheles* as vectors is reduced by the absence of resident malaria pathogens in the area.

Culiseta, particularly *Culiseta Inornata*, are very widespread in the county, occurring in many kinds of habitats during most of the year. However, tests of their ability to transmit viral pathogens show them to be of little significance as vectors.

Surveillance: Surveillance of these mosquitoes is accomplished by a combination of methods. First, individual residents and property owners call the Program with complaints about bites or potential larval sites. Second, technicians and surveillance staff actively examine potential sites by sampling water, collecting larvae, and identifying the larvae to species. Finally, various traps (light traps, carbon dioxide baited traps) are used to identify species and general breeding locations.

During the warm months, additional temporary staff is hired to help inspect and treat catch basins throughout the County, particularly in the urbanized areas. Catch basins can produce *Culex Tarsalis* in great numbers at locations close to residences and businesses.

Viruses transmitted by permanent water mosquitoes are surveyed by testing the mosquito vectors, the avian reservoirs, and humans. Other viral tests of mosquitoes, birds, or mammals are performed by the California Department of Health Services. The Program has participated in the state-wide dead bird surveillance program for West Nile virus, responding to reports of dead birds from the public. These results are mapped using a Geographic Information System. Humans are tested by various laboratories, but the Program actively seeks data.

Control: The Program currently uses four main materials to kill permanent water larvae and mosquitoes. The toxin of the natural bacteria *Bacillus thuringiensis israelensis* (Bti) can be applied as either a liquid or a granule. This toxin must be eaten by larvae, restricting its use to the first through third instars. BTI has the tremendous advantage of specificity, only affecting mosquitoes and related groups of flies. The spores of *Bacillus sphaericus* (Bs) are also available for liquid spray or granular application. This product has the advantage over BTI of sometimes reproducing in the water, extending the life of its effectiveness. Bs is only effective against *Culex* and works well in highly polluted water. Methoprene is an analogue of a natural insect hormone that prevents successful development of larvae. It is available as a short-lived liquid and longer-acting granules and briquets. Finally, the Program uses a short life-cycle oil combined with surfactants (Golden Bear and Agnique MMS) in situations where the materials above will not work. Golden Bear and Agnique MMS the only materials available that is effective against pupae.

The Program uses the mosquito fish, *Gambusia affinis*, for biological control. These work particularly well during warm months in decorative ponds and swimming pools, but they are also used in surface water that does not connect with the watershed. The Program is prohibited from introducing these fish into watersheds, though many of the creeks are already populated by mosquito fish. Mosquito fish can be used in combination with BTI, Bs, and methoprene in a process sometimes referred to as Integrated Biological Control.

Monitoring: For the most part, monitoring is the continuation of surveillance activities. Technicians specifically check treatment sites to be sure that applications were successful. The surveillance section operates carbon-dioxide baited traps.

FLOODWATER MOSQUITOES

Risk assessment: The species remains the main nuisance threat in the area. Owens River oxbows can fill with water when river levels rise. Untreated water in the oxbows will produce huge numbers (up to 3 billion per acre) of floodwater mosquitoes that will migrate to lights at night. Lights at night are usually where people live, so these huge populations can severely impact communities adjacent to the Owens River. River oxbows can flood and produce mosquitoes anytime river levels rise above 450 cubic feet per minute during warm weather.

Surveillance: The Program has an annual program of quantitative surveillance of *Aedes melanimon* that consists of counted dips from habitats and counts of larvae by instar (the lifecycle stage between molts). The location and intensity of surveillance is guided by observation of rainfall and irrigation schedules, the sources of water for this species. This style of surveillance is necessary to time treatments of large areas. Surveillance for this species is one of the principal activities of technicians from March through October. *Aedes melanimon* requires alert attention to Irrigation schedules in the summer followed by rapid inspection of sites. At summer temperatures, this species can complete development in a week. There is a risk of allowing emergence of this species between inspection visits to remote sites.

Monitoring: *Aedes melanimon* are aggressive day- and night-time biters. As a result, public complaints are an accurate assessment of the success or failure of treatments. Carbon-dioxide baited traps are also an effective means of monitoring the adults of these species.

DISEASE SURVEILLANCE

In addition to the nuisance of disrupting human activities and causing our environment to be uninhabitable, certain insects and animals may transmit a number of diseases. The diseases of most concern in Inyo County are WNV, St. Louis Encephalitis (SLE) and Western Equine Encephalomyelitis (WEE) transmitted by mosquitoes.

The Program has found mosquito and other potential vector sources scattered throughout the Owens Valley Area. All properties within the Program are within mosquito-flying range of one or more mosquito sources, and/or the normal travel range of one or more other vectors. Furthermore, the Program has long suffered from mosquitoes and other vectors and includes a large number of sources.

Mosquito populations are surveyed using a variety of field methods and traps. Surveillance is conducted in a manner based upon an equal spread of resources throughout the Program boundaries, focusing on areas of likely sources. Treatment strategies are based upon the results of the surveillance program, and are specifically designed for individual area. Small

volume mosquito “dippers” and direct observation are used to evaluate larval populations, and service requests from the public, field landing counts, and carbon dioxide baited traps are used to evaluate adult populations. The surveillance traps are located and spread throughout the Program in a balanced approach such that the traps measure mosquito levels throughout the Program.

Mosquito-borne diseases are surveyed using adult mosquitoes and potentially wild birds. The OVMAP is in compliance with the Animal Welfare Act (Reg. No.: 93-R-0457) as administered by the United States Department of Agriculture (USDA) for the well-being and safety of laboratory animals.

Adult mosquitoes are collected and tested for SLE, WNV and WEE virus infection. Collection is made with traps baited with carbon dioxide from compressed cylinders.

Surveillance will also be conducted to determine vector habitat (e.g., standing water) and the effectiveness of control operations. Inspections will be conducted using techniques with insignificant impacts on the environment. Staff routinely uses pre-existing accesses such as roadways, open areas, walkways, and trails. Vegetation management (i.e., pruning trees, clearing brush, and herbicide application) is conducted where overgrowth impedes safe access. All of these actions only result in a temporary/localized physical change to the environment with regeneration/regrowth occurring within a span of six to nine months.

In order to access various sites throughout the OVMAP for surveillance and for control, OVMAP staff utilizes specialized equipment such as light trucks and all-terrain vehicles. OVMAP policies on use of this equipment are designed to avoid environmental impact.

The OVMAP currently collects and tests dead birds for the presence of WNV, SLE and WEE virus infection.

EDUCATION

The primary goal of the OVMAP’s activities is to prevent mosquitoes from reaching public nuisance or disease thresholds by managing their habitat while protecting habitat values for their predators and other beneficial organisms. Mosquito prevention is accomplished through public education, including site-specific recommendations on water and land use, and by physical control (discussed in a later section).

The OVMAP’s education program teaches the people within the Program how to recognize, prevent, and suppress vector breeding and harborage on their property. This part of the OVMAP’s Services is accomplished through the distribution of brochures, fact sheets, and newsletters, participation in local fairs and events, presentations to community organizations, contact with Technicians in response to service requests, and public service announcements and news releases.

CONTROL OF MOSQUITOES

When a mosquito source produces mosquitoes above OVMAP treatment thresholds, the Mosquito Control Technician will generally work with the landowner or responsible agency to reduce the habitat value of the site for mosquitoes (“physical control”). If this is ineffective, the Technician will determine the best method of further treatment including biological control and/ or chemical control. The Program’s objective is to provide the properties a “Zone of Benefit” level of consistent mosquito and vector control such that all properties would benefit from equivalent reduced levels of mosquitoes and other vectors. Surveillance and monitoring are provided on a Program-wide basis. The Program, though, cannot predict where control measures will be applied because the type and location of control depends on the surveillance and monitoring results. However, the control thresholds and objectives are comparable throughout the Zone of Benefit.

▪ Physical Control

The OVMAP directs the property owner to manage mosquito habitat areas (“breeding sources”) within the Assessment District to reduce mosquito production. This may include removal of containers and debris, plant mosquito fish in standing water from unmaintained swimming pools and spas, direct property owners for the removal of vegetation or sediment, interrupting water flow, rotating stored water, pumping and/or filling sources, improving drainage and water circulation systems, breaching or repairing levees, and installing, improving, or removing culverts, and other water control structures in wetlands.

▪ Biological Control

The mosquitofish, *Gambusia affinis*, is the OVMAP’s primary biocontrol agent used against mosquitoes. Mosquitofish are not native to California, but have been widely established in the state since the early 1920’s, and now inhabit most natural and constructed water bodies. The OVMAP rears mosquitofish in large tanks and periodically uses nets to collect mosquitofish from natural water bodies located in the County. OVMAP technicians place mosquitofish only in man-made settings within the Assessment District where either previous surveillance has demonstrated a consistently high production of mosquitoes, or where current surveillance indicates that mosquito populations will likely exceed chemical control thresholds without prompt action. Mosquitofish are also made available to the people to control mosquito production only in artificial containers such as ornamental fishponds, water plant barrels, horse troughs, and abandoned swimming pools within the Assessment District.

- **Material Control**

Since many mosquito-breeding sources cannot be adequately controlled with physical control measures or mosquitofish, the OVMAP also uses natural biological materials and/or insecticides found to be harmless to the environment and approved by the Department of Agriculture and other environmental agencies to control mosquito production where observed mosquito production exceeds OVMAP thresholds. When field inspections indicate the presence of mosquito populations which meet OVMAP criteria for material control (including presence of disease, abundance, density, species composition, proximity to human settlements, water temperature, presence of predators, and others), OVMAP staff applies these materials to the site in strict accordance with the label instructions.

- **West Nile Virus Strategic Response Plan**

Inyo County's West Nile Virus Strategic Response Plan is comprised of the following five elements: Public Education, Surveillance, Mosquito Control, Response, and Remediation.

Education

The goal of this step is to educate and inform Inyo County residents about WNV specifically, and mosquito control generally. The methods used to achieve this goal include outreach materials in both English in Spanish, available through the web and other media; the implementation of an education campaign aimed at prevention and education rather than reaction and alarm; proactive press releases and media contact; and the establishment of the County of Inyo as the local resource regarding West Nile Virus.

Surveillance

In order to efficiently and accurately identify and monitor the onset, spread and risk of mosquito-borne diseases (including WNV) in the County of Inyo, technicians regularly trap and test mosquitoes in over 12 locations each week., as well as monitor over 200 known mosquito-breeding locations throughout the County. This monitoring may involve site visits or be in response to citizen inquiries or complaints. Breeding activity is verified by visual observation, trapping and/or larval collection from water sources using dipping equipment.

Mosquito Control

To effectively break the chain of events that lead to the spread of WNV, the most effective measures have been directed at the reduction of mosquitoes. As outlined in a previous section, the County employs an Integrated Pest Management (IPM) approach that uses physical, biological and chemical control measures.

Response

The WNV Strategic Response Plan is based on conditions established by the California Department of Health Services (CDHS) California Mosquito-borne Virus Response Plan and the Centers for Disease Control (CDC) that exist at three response levels identified as normal season, emergency planning, and epidemics of WNV.

Remediation

In order to achieve the county's goal of reducing or eliminating mosquito breeding locations countywide by attaining compliance with existing regulatory requirements, OVMAP will seek voluntary compliance in all cases. In the event that voluntary compliance cannot be attained, the OVMAP will work with property owners, public agencies and municipalities to ensure appropriate remediation to protect public health.

OVMAP ANNUAL SUMMARY 2020

- Made planned staff changes to improve flexibility and efficiency. Staff in 2020 included one fulltime Field Operations Leader, and one Project Coordinator (50% time), and two seasonal Field Technicians hired as needed.
- Performed regular and routine trapping at twenty sites in our district from Cartago to Mammoth Lakes. This information is used to determine types and abundance of adult female mosquitoes; success or failure of nearby treatment to control mosquitoes and for disease testing when most competent species is collected in large quantities.
- Set and maintained four surveillance traps to monitor for invasive mosquitoes. These traps are placed from Lone Pine to Bishop. No invasive mosquito species were found.
- Performed 94 adulticiding applications throughout the district.
- Performed 844 mosquito larvicide applications to control mosquitoes before they became adult biting insects.
- Performed public outreach throughout the year, including personal contact, such as manning a booth at the Tri-county Fair and through social media such as Facebook
- Fulfilled contract with Mammoth Lakes Mosquito Abatement District as a full service contractor for all mosquito control duties of a district.
- Performed maintenance of our fleet of nine ATV's; one side by side; one track vehicle; five adulticide vehicles and nine pick-up trucks.

ESTIMATE OF COST

FIGURE 1
OWENS VALLEY MOSQUITO ABATEMENT PROGRAM
Mosquito Control and Disease Prevention Assessment
Estimate of Cost
Fiscal Year 2021-22

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM			
Mosquito Control and Disease Prevention Assessment			
Estimate of Cost			
Fiscal Year 2021-22			
			Total Budget
Mosquito Control Services and Related Expenditures:			
Mosquito Control Operations		\$	206,801
Materials, Supplies, Equipment and Administration			75,553
Facilities, Capital Equipment and Fixed Assets			-
Allowance for Uncollectible Assmts, and Reserves			175,100
Total Services and Operation			457,454
Less:			
OVMAP Assessment #1			(205,572)
Contribution from Other Sources			(40,147)
Net Cost of Mosquito Control, Fixed Asset Equipment, Operation			211,735
Incidental Costs:			
County Collection, Levy Administration, and Other Incidentals			13,000
Contribution to Reserves and Emergency/Contingency Funds			-
Total Mosquito Control Services and Incidentals		\$	224,735
(Net Amount to be Assessed)			
Budget Allocation to Property:			
Zone of Benefit	Total SFE Units	Assessment per SFE	Total Assessment
Zone A	8,180	\$ 26.94	\$ 220,364
Zone B	649	\$ 6.74	\$ 4,371
			\$ 224,735

Notes

¹ Includes allowance to account for any uncollectible assessments.

² Please see "Method of Assessment" on page 42 for definition of SFE Benefit Units.

Notes:

1. As determined in the following section, at least 5% of the cost of the Services must be funded from sources other than the assessments to cover any general benefits from the Services. Therefore, out of the total cost of Services of \$470,454 the District must contribute at least \$ 23,523 from sources other than the assessments. The District will contribute over \$40,147, which is well over the estimated general benefits.
2. Incidental Costs includes County collection charges, and assessment administration costs.
3. SFE Units means Single Family Equivalent benefit units. See method of assessment in the following Section for further definition.
4. The assessment rate per SFE is the total amount of assessment per Single Family Equivalent benefit unit.
5. The proceeds from the assessments will be deposited into a special fund for the Assessment. Funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, June 30, must be carried over to the next fiscal year. The assessment amounts are rounded down to the even penny for purposes of complying with the collection requirements from the County Auditor. Therefore, the total assessment amount for all parcels subject to the assessments may vary slightly from the net amount to be assessed.

METHOD OF ASSESSMENT

This section of the Report describes the benefits to be derived from the Services provided by the OVMAP for property in the Assessment District, and the methodology used to apportion the total assessment to properties within the Mosquito Abatement Program Assessment District.

The Mosquito Abatement Assessment area consists of all Assessor Parcels as defined by the approved boundaries of the Assessment District.

The method used for apportioning the assessment is based upon the proportional special benefits to be derived by the properties in the Assessment District over and above general benefits conferred on real property in the Assessment District. Special benefit is calculated for each parcel in the Assessment District using the following process:

1. Identification of total benefit to the properties derived from the Services
2. Calculation of the proportion of these benefits that are special vs. general
3. Determination of the relative special benefit within different areas within the Assessment District
4. Determination of the relative special benefit per property type and property characteristic
5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type and property characteristics

DISCUSSION OF BENEFIT

In summary, the assessments can only be levied based on the special benefit to property. This special benefit is received by property over and above any general benefits from the additional Services. With reference to the engineering requirements for property related assessments, under Proposition 218 an engineer must determine and prepare a report evaluating the amount of special and general benefit received by property within the County as a result of the improvements or services provided by a local agency. That special benefit is to be determined in relation to the total cost to that local entity of providing the service and/or improvements.

Proposition 218 as described in Article XIID of the California Constitution has confirmed that assessments must be based on the special benefit to property:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The below benefit factors, when applied to property in the Assessment District, confer special benefits to property and ultimately improve the safety, utility, functionality and

usability of property in the Assessment District. These are special benefits to property in the Assessment District in much the same way that storm drainage, sewer service, water service, lighting, sidewalks and paved streets enhance the safety, utility and functionality of each parcel of property served by these improvements, providing them with more utility of use and making them safer and more usable for occupants.

It should also be noted that Proposition 218 included a requirement that existing assessments in effect upon its effective date were required to be confirmed by either a majority vote of registered voters in the Assessment District, or by weighted majority property owner approval using the new ballot proceeding requirements. However, certain assessments were excluded from these voter approval requirements. Of note is that in California Constitution Article XIID Section 5(a) this special exemption was granted to assessments for sidewalks, streets, sewers, water, flood control, drainage systems and vector control. The Howard Jarvis Taxpayers Association explained this exemption in their Statement of Drafter's Intent:

"This is the "traditional purposes" exception. These existing assessments do not need property owner approval to continue. However, future assessments for these traditional purposes are covered."³

Therefore, the drafters of Proposition 218 acknowledged that vector control assessments were a "traditional" and therefore acknowledged and accepted use.

Since all assessments, existing before or after Proposition 218 must be based on special benefit to property, the drafters of Proposition 218 inherently found that vector control services confer special benefit on property. Moreover, the statement of drafter's intent also acknowledges that any new or increased vector control assessments after the effective date of Proposition 218 would need to comply with the voter approval requirements it established. This is as an acknowledgement that additional assessments for such "traditional" purposes would be established after Proposition 218 was in effect. Therefore, the drafters of Proposition 218 clearly recognized vector assessments as a "traditional" use of assessments, acknowledged that new vector assessments may be formed after Proposition 218 and inherently were satisfied that vector control services confer special benefit to properties.

The Legislature also made a specific determination after Proposition 218 was enacted that vector control services constitute a proper subject for special assessment. Health and Safety Code section 2082, which was signed into law in 2002, provides that a district may levy special assessments consistent with the requirements of Article XIID of the California Constitution to finance vector control projects and programs. The intent of the Legislature to allow and authorize benefit assessments for vector control services after Proposition 218 is

³ Howard Jarvis Taxpayers Association, "Statement of Drafter's Intent", January 1997.

shown in the Assembly and Senate analysis the Mosquito Abatement and Vector Control District Law where it states that the law:

*Allows special benefit assessments to finance vector control projects and programs, consistent with Proposition 218.*⁴

Therefore the State Legislature unanimously found that vector control services are a valuable and important public service that can be funded by benefit assessments. To be funded by assessments, vector control services must confer special benefit to property.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided to property in the assessment district. Similar to the assessments in Pomona that were validated by Dahms, the Assessments described in this Engineer's Report fund mosquito, vector and disease control services directly provided to property in the assessment area. Moreover, as noted in this Report, the Services directly reduce mosquito and vector populations on all property in the assessment area. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

MOSQUITO AND VECTOR CONTROL IS A SPECIAL BENEFIT TO PROPERTIES

As described below, this Engineer's Report concludes that mosquito and vector control is a special benefit that provides direct advantages to property in the Assessment District. For example, if approved, the assessment would provide reduced levels of mosquitoes and other vectors on property throughout the Assessment District. Moreover, the assessment will reduce the risk of the presence of diseases on property throughout the Assessment District, which is another direct advantage received by property in the Assessment District. Moreover, the assessment will fund Services that improve the use of property and reduce the nuisance and harm created by vectors on property throughout the Assessment District. These are tangible and direct special benefits that will be received by property throughout the specific area covered by the Assessment.

The following section, Benefit Factors, describes how and why vector control services directly and specially benefit properties in the Assessment District. These benefits are particular and distinct from its effect on property in general or the public at large.

⁴ Senate Bill 1588, Mosquito Abatement and Vector Control District Law, Legislative bill analysis

BENEFIT FACTORS

In order to allocate the assessments, the Engineer identified the types of special benefit arising from the aforementioned mosquito and vector control services and that would be provided to property within the Assessment District. These types of special benefit are as follows:

- **Reduced mosquito and vector populations on property and as a result, enhanced desirability, utility, usability and functionality of property in the Assessment District.**

The assessments will provide enhanced services for the control and abatement of nuisance and disease-carrying mosquitoes. These Services will materially reduce the number of vectors on properties throughout the Assessment District. The lower mosquito and vector populations on property in the Assessment District is a direct advantage to property that will serve to increase the desirability and “usability” of property. Clearly, properties are more desirable and usable in areas with lower mosquito populations and with a reduced risk of vector-borne disease. This is a special benefit to residential, commercial, agricultural, industrial and other types of properties because all such properties will directly benefit from reduced mosquito and vector populations and properties with lower vector populations are more usable, functional and desirable.

Excessive mosquitoes and other vectors in the area can materially diminish the utility and usability of property. For example, prior to the commencement of mosquito control and abatement services, properties in many areas in the State were considered to be nearly uninhabitable during the times of year when the mosquito populations were high.⁵ The prevention or reduction of such diminished utility and usability of property caused by mosquitoes is a clear and direct advantage and special benefit to property in the Assessment District.

The State Legislature made the following finding on this issue:

⁵ Prior to the commencement of modern mosquito control services, areas in the State of California such as the San Mateo Peninsula, Napa County, Lake County and areas in Marin and Sonoma Counties had such high mosquito populations or other vector populations that they were considered to be nearly unlivable during certain times of the year and were largely used for part-time vacation cottages that were occupied primarily during the months when the natural vector populations were lower.

“Excess numbers of mosquitoes and other vectors spread diseases of humans, livestock, and wildlife, reduce enjoyment of outdoor living spaces, both public and private, reduce property values, hinder outdoor work, reduce livestock productivity; and mosquitoes and other vectors can disperse or be transported long distances from their sources and are, therefore, a health risk and a public nuisance; and professional mosquito and vector control based on scientific research has made great advances in reducing mosquito and vector populations and the diseases they transmit.”⁶

Mosquitoes and other vectors emerge from sources throughout the Assessment District, and with an average flight range of two miles, mosquitoes from known sources can reach all properties in the Assessment District. These sources include standing water in rural areas, such as marshes, pools, wetlands, ponds, drainage ditches, drainage systems, tree holes and other removable sources such as old tires and containers. The sources of mosquitoes also include numerous locations throughout the urban areas in the Assessment District. These sources include underground drainage systems, containers, unattended swimming pools, leaks in water pipes, tree holes, flower cups in cemeteries, over-watered landscaping and lawns and many other sources. By controlling mosquitoes at known and new sources, the Services will materially reduce mosquito populations on specially benefiting property in the Assessment District.

A recently increasing source of mosquitoes is unattended swimming pools:

“Anthropogenic landscape change historically has facilitated outbreaks of pathogens amplified by peridomestic vectors such as Cx. pipiens complex mosquitoes and associated commensals such as house sparrows. The recent widespread downturn in the housing market and increase in adjustable rate mortgages have combined to force a dramatic increase in home foreclosures and abandoned homes and produced urban landscapes dotted with an expanded number of new mosquito habitats. These new larval habitats may have contributed to the unexpected early season increase in WNV cases in Bakersfield during 2007 and subsequently have enabled invasion of urban areas by the highly competent rural vector Cx. tarsalis. These factors can increase the spectrum of competent avian hosts, the efficiency of enzootic amplification, and the risk for urban epidemics.”⁷

- **Increased safety of property in the Assessment District.**

The Assessments result in improved year-round proactive Services to control and abate mosquitoes and other vectors that otherwise would occupy properties throughout the

⁶ Assembly Concurrent Resolution 52, chaptered April 1, 2003

⁷ Riesen William K. (2008). Delinquent Mortgages, Neglected Swimming Pools, and West Nile Virus, California. Emerging Infectious Diseases. Vol. 14(11).

Assessment District. Mosquitoes and other vectors are transmitters of diseases, so the reduction of mosquito and vector populations makes property safer for use and enjoyment. In absence of the assessments, these Services would not be provided, so the Services funded by the assessments make properties in the Assessment District safer, which is a distinct special benefit to property in the Assessment District.⁸ This is not a general benefit to property in the Assessment District or the public at large because the Services are tangible mosquito control and disease prevention services that will be provided directly to the properties in the Assessment District and the Services are over and above what otherwise would be provided by the District or any other agency.

This finding was confirmed in 2003 by the State Legislature:

“Mosquitoes and other vectors, including but not limited to ticks, Africanized Honey Bees, rats, fleas, and flies, continue to be a source of human suffering, illness, death and a public nuisance in California and around the world. Adequately funded mosquito and vector control, monitoring and public awareness programs are the best way to prevent outbreaks of West Nile Virus and other diseases borne by mosquitoes and other vectors.”ⁱ

Also, the Legislature, in Health and Safety Code Section 2001, finds that:

“the protection of Californians and their communities against the discomforts and economic effects of vector borne diseases is an essential public service that is vital to public health, safety, and welfare.”

- **Reductions in the risk of new diseases and infections on property in the Assessment District.**

Mosquitoes have proven to be a major contributor to the spread of new diseases such as West Nile Virus, among others. A highly mobile population combined with migratory bird patterns can introduce new mosquito-borne diseases into previously unexposed areas.

⁸ By reducing the risk of disease and increasing the safety of property, the proposed Services will materially increase the usefulness and desirability of certain properties in the Assessment District.

“Vector-borne diseases (including a number that are mosquito-borne) are a major public health problem internationally. In the United States, dengue and malaria are frequently brought back from tropical and subtropical countries by travelers or migrant laborers, and autochthonous transmission of malaria and dengue occasionally occurs. In 1998, 90 confirmed cases of dengue and 1,611 cases of malaria were reported in the USA and dengue transmission has occurred in Texas.”⁹

“During 2004, 40 states and the District of Columbia (DC) have reported 2,313 cases of human WNV illness to CDC through ArboNET. Of these, 737 (32%) cases were reported in California, 390 (17%) in Arizona, and 276 (12%) in Colorado. A total of 1,339 (59%) of the 2,282 cases for which such data were available occurred in males; the median age of patients was 52 years (range: 1 month--99 years). Date of illness onset ranged from April 23 to November 4; a total of 79 cases were fatal.”¹⁰ (According to the Centers for Disease Control and Prevention on January 19, 2004, a total of 2,470 human cases and 88 human fatalities from WNV have been confirmed).

A study of the effect of aerial spraying conducted by the Sacramento-Yolo Mosquito and Vector Control District (SYMVCD) to control a West Nile Virus disease outbreak found that the SYMVCD's mosquito control efforts materially decreased the risk of new diseases in the treated areas:

After spraying, infection rates decreased from 8.2 (95% CI 3.1–18.0) to 4.3 (95% CI 0.3–20.3) per 1,000 females in the spray area and increased from 2.0 (95% CI 0.1–9.7) to 8.7 (95% CI 3.3–18.9) per 1,000 females in the untreated area. Furthermore, no additional positive pools were detected in the northern treatment area during the remainder of the year, whereas positive pools were detected in the untreated area until the end of September (D.-E.A Elnaiem, unpub. data). These independent lines of evidence corroborate our conclusion that actions taken by SYMVCD were effective in disrupting the WNV transmission cycle and reducing human illness and potential deaths associated with WNV.¹¹

The Services funded by the assessments will help prevent on a year-round basis the presence of vector-borne diseases on property in the Assessment District. This is another tangible and direct special benefit to property in the Assessment District that would not be received in absence of the assessments.

⁹ Rose, Robert. (2001). Pesticides and Public Health: Integrated Methods of Mosquito Management. Emerging Infectious Diseases. Vol. 7(1); 17-23.

¹⁰ Center for Disease Control. (2004). West Nile Virus Activity --- United States, November 9--16, 2004. Morbidity and Mortality Weekly Report. 53(45); 1071-1072.

¹¹ Carney, Ryan. (2008), Efficiency of Aerial Spraying of Mosquito Adulticide in Reducing the Incidence of West Nile Virus, California, 2005. Emerging Infectious Diseases, Vol 14(5)

- **Protection of economic activity on property in the Assessment District.**

As recently demonstrated by the SARS outbreak in China and outbreaks of Avian Flu, outbreaks of pathogens can materially and negatively impact economic activity in the affected area. Such outbreaks and other public health threats can have a drastic negative effect on tourism, business and residential activities in the affected area. The assessments will help to prevent the likelihood of such outbreaks in the District.

Mosquitoes hinder, annoy and harm residents, guests, visitors, farm workers, and employees. A vector-borne disease outbreak and other related public health threats would have a drastic negative effect on agricultural, business and residential activities in the Assessment District.

The economic impact of diseases is well documented. According to a study prepared for the Centers for Disease Control and Prevention, economic losses due to the transmission of West Nile Virus in Louisiana was estimated to cost over \$20 million over approximately one year:

*The estimated cost of the Louisiana epidemic was \$20.1 million from June 2002 to February 2003, including a \$10.9 million cost of illness (\$4.4 million medical and \$6.5 million nonmedical costs) and a \$9.2 million cost of public health response. These data indicate a substantial short-term cost of the WNV disease epidemic in Louisiana.*¹²

Moreover, a study conducted in 1996-97 of La Crosse Encephalitis (LACE), a human illness caused by a mosquito-transmitted virus, found a lifetime cost per human case at \$48,000 to \$3,000,000 and found that the disease significantly impacted lifespans of those who were infected. Following is a quote from the study which references the importance and value of active vector control services of the type that would be funded by the assessments:

*The socioeconomic burden resulting from LACE is substantial, which highlights the importance of the illness in western North Carolina, as well as the need for active surveillance, reporting, and prevention programs for the infection.*¹³

¹² Zohrabian A, Meltzer MI, Ratard R, Billah K, Molinari NA, Roy K, et al. West Nile Virus economic impact, Louisiana, 2002. Emerging Infectious Disease, 2004 Oct. Available from <http://www.cdc.gov/ncidod/EID/vol10no10/03-0925.htm>

¹³ Utz, J. Todd, Apperson, Charles S., Maccormack, J. Newton, Salyers, Martha, Dietz, E. Jacquelin, Mcpherson, J. Todd, Economic And Social Impacts Of La Crosse Encephalitis In Western North Carolina, Am J Trop Med Hyg 2003 69: 509-518

The Services to be funded by the assessments will help prevent the likelihood of such outbreaks on property in the Assessment District and will reduce the harm to economic activity on property caused by existing mosquito populations. This is another direct advantage received by property in the Assessment District that would not be received in absence of the assessments.

- **Protection of Assessment District’s agriculture, tourism, and business industries.**

The agriculture, tourism and business industries will benefit from reduced levels of harmful or nuisance mosquitoes and other vectors. Conversely, any outbreaks of emerging vector-borne pathogens such as West Nile Virus could also materially negatively affect these industries. Diseases transmitted by mosquitoes and other vectors can adversely impact business and recreational functions.

A study prepared for the United States Department of Agriculture in 2003 found that over 1,400 horses died from West Nile Virus in Colorado and Nebraska and that these fatal disease cases created over \$1.2 million in costs and lost revenues. In addition, horse owners in these two states spent over \$2.75 million to vaccinate their horses for this disease. The study states that “Clearly, WNV has had a marked impact on the Colorado and Nebraska equine industry.”¹⁴

Pesticides for mosquito control impart economic benefits to agriculture in general. Anecdotal reports from farmers and ranchers indicate that cattle, if left unprotected, can be exsanguinated by mosquitoes, especially in Florida and other southeast coastal areas. Dairy cattle produce less milk when bitten frequently by mosquitoes¹⁵

The assessments will serve to protect the businesses and industries and the employees and residents that benefit from these businesses and industries. This is a direct advantage and special benefit to property in the Assessment District.

- **Reduced risk of nuisance and liability on property in the Assessment District**

¹⁴ S. Geiser, A. Seitzinger, P. Salazar, J. Traub-Dargatz, P. Morley, M. Salman, D. Wilmot, D. Steffen, W. Cunningham, Economic Impact of West Nile Virus on the Colorado and Nebraska Equine Industries: 2002, April 2003, Available from http://www.aphis.usda.gov/vs/ceah/cnabs/nahms/equine/wnv2002_CO_NB.pdf

¹⁵ Jennings, Allen. (2001). USDA Letter to EPA on Fenthion IRED. United States Department of Agriculture, Office of Pest Management Policy. March 8, 2001.

In addition to health related factors, uncontrolled mosquito and vector populations create a nuisance for the occupants of property in the Assessment District. Properties in the Assessment District, therefore, will benefit from the reduced nuisance factor that will be created by the Services. Agricultural and rangeland properties also benefit from the reduced nuisance factor and harm to livestock and employees from lower mosquito and vector populations.

Agricultural, range, golf course, cemetery, open space and other such lands in the Assessment District contain large areas of mosquito and vector habitat and are therefore a significant source of mosquito and vector populations. In addition, residential and business properties in the Assessment District can also contain significant sources.¹⁶ It is conceivable that sources of mosquitoes could be held liable for the transmission of diseases or other harm. For example, in August 2004, the City of Los Angeles approved new fines of up to \$1,000 per day for property owners who don't remove standing water sources of mosquitoes on their property.

The Services will serve to protect the businesses and industries in the Assessment District. This is a direct advantage and a special benefit to property in the Assessment District.

- **Improved marketability of property.**

As described previously, the Services will specially benefit properties in the Assessment District by making them more useable, livable and functional. The Services also make properties in the Assessment District more desirable, and more desirable properties also benefit from improved marketability. This is another tangible and direct special benefit to property which will not be enjoyed in absence of the Services.¹⁷

BENEFIT FINDING

In summary, the special benefits described in this Report and the expansion of Services in the Assessment District directly benefit and protect the real properties in the Assessment District in excess of the assessments for these properties. Therefore, the assessment engineer finds that the cumulative special benefits to property from the Services are reasonably equal to or greater than the proposed annual assessment amount per benefit unit.

GENERAL VS. SPECIAL BENEFIT

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits

¹⁶ Sources of mosquitoes on residential, business, agricultural, range and other types of properties include removable sources such as containers that hold standing water.

¹⁷ If one were to compare two hypothetical properties with similar characteristics, the property with lower mosquito infestation and reduced risk of vector-borne disease will clearly be more desirable, marketable and usable.

conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund the special benefits to property in the Assessment District but cannot fund any general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

$$\text{Total Benefit} = \text{Total General Benefit} + \text{Total Special Benefit}$$

There is no widely-accepted or statutory formula for general benefit from vector control services. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. General benefits are conferred to properties located “in the district,¹⁸” but outside the narrowly-drawn Assessment District and to “the public at large.” SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements and services funded by the assessments.

A formula to estimate the general benefit is listed below:

General Benefit =

¹⁸ SVTA vs. SCCOSA explains as follows:

OSA observes that Proposition 218’s definition of “special benefit” presents a paradox when considered with its definition of “district.” Section 2, subdivision (i) defines a “special benefit” as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” (Art. XIII D, § 2, subd. (i), italics added.) Section 2, subdivision (d) defines “district” as “an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service.” (Art. XIII D, § 2, subd. (d), italics added.) In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special.

- Benefit to Real Property Outside the Assessment District
- + Benefit to Real Property Inside the Assessment District that is Indirect and Derivative
- + Benefit to the Public at Large

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, the overwhelming proportion of the benefits conferred to property is special, since the advantages from the mosquito, vector and disease control/protection funded by the Assessments are directly received by the properties in the Assessment District and are only minimally received by property outside the Assessment District or the public at large.

Proposition 218 twice uses the phrase “over and above” general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).) There currently is minimal mosquito and vector related services being provided to the Assessment District area that are not funded by benefit assessments. These minimal services form the baseline level of services in the Assessment District. Arguably, all of the Services to be funded by the assessment therefore would be a special benefit because the additional Services would particularly and distinctly benefit and protect the Assessment District over and above the previous baseline benefits and service.

Nevertheless, arguably some of the Services would benefit the public at large and properties outside the Assessment District. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

CALCULATING GENERAL BENEFIT

Without this assessment the Program would lack the funds to provide the additional and improved Services to property in the Assessment District. Consistent with footnote 8 of SVTA v. SCCOSA, and for the reasons described above, the Program has determined that all parcels in the Assessment District receive a shared direct advantage and special benefit from the Services. The Services directly and particularly serve and benefit each parcel, and are not a mere indirect, derivative advantage. As explained above, Proposition 218 relies on the concept of “over and above” in distinguishing special benefits from general benefits. As applied to an assessment this concept means that all vector control services, which provide direct advantage to property in the Assessment District, are over and above the baseline and therefore are special.

Nevertheless, the Services may provide a degree of general benefit, in addition to the predominant special benefit. This section provides a conservative measure of the general benefits from the Assessments.

BENEFIT TO PROPERTY OUTSIDE THE PROGRAM

Properties within the Assessment District receive almost all of the special benefits from the Services because the Services funded by the Assessments will be provided directly to protect property within the Assessment District from mosquitoes and vector-borne diseases. However, properties adjacent to, but just outside of, the boundaries may receive some benefit from the Services in the form of reduced mosquito populations on property outside the Assessment District. Since this benefit, is conferred to properties outside the district boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessment.

A measure of this general benefit is the proportion of Services that would affect properties outside of the Assessment District. Each year, the Program will provide some of its Services in areas near the boundaries of the Assessment District. By abating mosquito populations near the borders of the Assessment District, the Services could provide benefits in the form of reduced mosquito populations and reduced risk of disease transmission to properties outside the Assessment District. If mosquitoes were not controlled inside the Assessment District, more of them would fly from the Assessment District. Therefore control of mosquitoes within the Assessment District provides some benefit to properties outside the Assessment District but within the normal travel range of vectors in the form of reduced mosquito populations and reduced vector-borne disease transmission. Since mosquitoes are the predominant vector that would be controlled and mosquitoes most easily travel from their source location to properties in the area, typical mosquito destination ranges will be used to measure the extent that the Services will create reduced vector populations on property outside the Assessment District. This is a measure of the general benefits to property outside the Assessment District because this is a benefit from the Services that is not specially conferred upon property in the Assessment District.

The mosquito potential outside the Assessment District is based on studies of mosquito dispersion concentrations. Mosquitoes can travel up to two miles, on average, so this destination range is used. Based on studies of mosquito destinations, relative to parcels in the Assessment District average concentration of mosquitoes from the Assessment District on properties within two miles of the Assessment District is calculated to be 6%.¹⁹ This relative vector population reduction factor within the destination range is combined with the number of parcels outside the Assessment District and within the destination range to measure this general benefit and is calculated as follows:

CRITERIA:

Mosquitoes may fly up to 2 miles from their breeding source.

¹⁹ Tietze, Noor S., Stephenson, Mike F., Sidhom, Nader T. and Binding, Paul L., "Mark-Recapture of *Culex Erythrothorax* in Santa Cruz County, California", Journal of the American Mosquito Control Association, 19(2):134-138, 2003.

519 parcels within 2 miles of, but outside of the Program, may receive some mosquito and disease protection benefit
 6% portion of relative benefit that is received
 10,994 Parcels in the District

Calculations

Total Benefit = 519 parcels * 6% = 31 parcels equivalents
 Percentage of overall parcel equivalents = $31 / 10,994 = 0.28 \%$

Therefore, for the overall benefits provided by the Services to the Assessment District, it is determined that 0.28% of the benefits would be received by the parcels within two miles of the Assessment District boundaries. Recognizing that this calculation is an approximation, this benefit will be rounded up to 1.0%.

BENEFIT TO PROPERTY *INSIDE* THE DISTRICT THAT IS *INDIRECT AND DERIVATIVE*

The “indirect and derivative” benefit to property within the Assessment District is particularly difficult to calculate. As explained above, all benefit within the Assessment District is special because the mosquito and disease control services in the Assessment District would provide direct service and protection that is clearly “over and above” and “particular and distinct” when compared with the level of such protection under current conditions. Further the properties are within the Assessment District boundaries and this Engineer’s Report demonstrates the direct benefits received by individual properties from mosquito and disease control services.

In determining the Assessment District area, the Program has been careful to limit it to an area of parcels that will directly receive the Services. All parcels will directly benefit from the surveillance, monitoring and treatment that will be provided on an equivalent basis throughout the Assessment District in order to maintain the same improved level of protection against mosquitoes and other vectors and reduced mosquito and vector populations throughout the area. The surveillance and monitoring sites would be spread on a balanced basis throughout the area. Mosquito and vector control and treatment would be provided as needed throughout the area based on the surveillance and monitoring results. The shared special benefit - reduced mosquito levels and reduced presence of vector-borne diseases - would be received on an equivalent basis by all parcels in the Assessment District. Furthermore, all parcels in the Assessment District would directly benefit from the ability to request service from the Program and to have a Program field technician promptly respond directly to the parcel and address the owner’s or resident’s service need. The SVTA vs. SCCOSA decision indicates that the fact that a benefit is conferred throughout the Assessment District area does not make the benefit general rather than special, so long as the Assessment district is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. The Program therefore concludes that, other than the small general benefit to properties outside the Assessment District (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Assessment District are special benefits and it is not possible or appropriate to

separate any general benefits from the benefits conferred on parcels in the Assessment District.

BENEFIT TO THE PUBLIC AT LARGE

With the type and scope of Services to be provided to the Assessment District, it is very difficult to calculate and quantify the scope of the general benefit conferred on the public at large. Because the Services directly serve and benefit all of the property in the Assessment District, any general benefit conferred on the public at large would be small. Nevertheless, there would be some indirect general benefit to the public at large.

The public at large uses the public highways, streets and sidewalks, and when traveling in and through the Assessment District they will benefit from the Services. A fair and appropriate measure of the general benefit to the public at large therefore is the amount of highway, street and sidewalk area within the Assessment District relative to the overall land area. An analysis of maps of the Assessment District shows that approximately 1.3% of the land area in the Assessment District is covered by highways, streets and sidewalks. This 1.3% therefore is a fair and appropriate measure of the general benefit to the public at large within the Assessment District

SUMMARY OF GENERAL BENEFITS

Using a sum of the measures of general benefit for the public at large and land outside the Assessment District, we find that approximately 2.3% of the benefits conferred by the Mosquito and Disease Control Assessment may be general in nature and should be funded by sources other than the Assessment.

General Benefit =

- 1.0 % (Outside the district)
- + 0.0 % (Inside the district - indirect and derivative)
- + 1.3 % (Public at Large)

=2.3 % (Total General Benefit)

Although this analysis supports the findings that 2.3% of the assessment may provide general benefit only, this number is increased by the Assessment Engineer to 5% to conservatively ensure that no assessment revenue is used to support general benefit. This additional amount allocated to general benefit also covers general benefit to parcels in the Assessment District if it is later determined that there is some general benefit conferred on those parcels.

The Mosquito Abatement Program Assessment total budget for mosquito and vector abatement, disease control, capital improvement and incidental costs is \$711,401. Of this total budget amount, the OVMAP will contribute approximately 42% (\$301,134) of the total budget from sources other than the Mosquito Control and Disease Prevention Assessment. This contribution offsets any general benefits from the Mosquito Control and Disease Prevention Assessment Services.

METHOD OF ASSESSMENT

As previously discussed, the Assessments fund enhanced, comprehensive, year-round mosquito control, and disease surveillance and control Services that will reduce mosquito and vector populations on property and will clearly confer special benefits to properties in the Assessment District. These benefits can also partially be measured by the occupants on property in the Assessment District because such parcel population density is a measure of the relative benefit a parcel receives from the Services. Therefore, the apportionment of benefit is partially based the population density of parcels. It should be noted that many other types of "traditional" assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, a fixed assessment amount per parcel for all

residential improved property was considered but was determined to be inappropriate because agricultural lands, commercial property and other property also receive benefits from the assessments. Likewise, an assessment exclusively for agricultural land was considered but deemed inappropriate because other types of property, such as residential and commercial, also receive the special benefit factors described previously. An assessment primarily for the properties with sources of mosquitoes was considered but deemed inappropriate because these properties often have limited economic value and because mosquitoes typically fly from their source breeding locations to places occupied by people and animals. Furthermore, even urban residential properties can and do generate their own, often significant, populations of mosquito and vector organisms.

A fixed or flat assessment was deemed to be inappropriate because larger residential, commercial and industrial properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to a property that covers several acres in comparison to a smaller commercial property that is on a 0.25 acre site. The larger property generally has a larger coverage area and higher usage by employees, customers, tourists and guests that would benefit from reduced mosquito and vector populations, as well as the reduced threat from diseases carried by mosquitoes and other vectors. This benefit ultimately flows to the property.) Larger commercial, industrial and apartment parcels, therefore, receive an increased benefit from the assessments.

Therefore, the Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, its relative population and usage potential, its location and its destination potential for mosquitoes. This method is further described below.

ZONES OF BENEFIT

The OVMAP's mosquito and disease control programs, projects and services that will be funded by the Mosquito and Disease Control Assessment are concentrated on the areas encompassing the Owens Valley Floor. The remaining areas within the Program boundaries receive relatively less mosquito abatement services, and, therefore relatively lesser benefits from the Mosquito Abatement Program. The areas of lesser benefit are defined to include all parcels within Program boundaries that are within the Inyo National Forest, west of the Owens Valley Floor and those parcels generally along the eastern side of Owens Lake. These areas are hereinafter referred to as Zone of Benefit B or Zone B and are depicted on the Assessment Diagram included with this Report. All other parcels within the Program boundaries are within Zone A, which is generally considered to be the areas of the Owens Valley Floor.

Parcels in Zone B receive relatively less mosquito abatement services on a per parcel and land area basis than parcels in the greater Owens Valley Floor area. Approximately 9% of the total parcels within the Program are in Zone B and this area receives approximately 5% of the services. (5% of services / 9% of parcels = 56% of the relative services per parcel.)

Therefore, on a per parcel basis, parcels in Zone B receive approximately one half the relative services as those in Zone A. Alternatively, Zone B encompasses approximately 50% of the total area within Program boundaries. By this measure, Zone B receives approximately 10% of the relative services per acre in comparison to areas in Zone A. (5% of services / 50% of acreage = 10% of relative services per acre.) Using these measures, the relative level of service, which is a measure of relative benefit, is generally 50% on a parcel basis and 10% on an acreage basis. An average of these measures results in a 25% relative level of benefit in relation to Zone A.ⁱⁱ Therefore, it is deemed that the benefits to property in Zone B are 25% of the benefits to similar property in Zone A.

The SVTA vs. SCCOSA decision indicates:

In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefitting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).

In the assessment, the advantage that each parcel receives from the Services is direct, and the boundaries for each Zone of Benefit are narrowly drawn so each Zone includes parcels that receive the similar levels of benefit from the Services. Therefore, the even spread of assessment for similar properties in each of the narrowly drawn Zones of Benefit within the District is indeed consistent with the OSA decision.

ASSESSMENT APPORTIONMENT

The special benefits derived from the Assessment are conferred on property and are not based on a specific property owner’s occupancy of property or the property owner’s demographic status, such as age or number of dependents. However, it is ultimately people who do or could use the property and who enjoy the special benefits described above. Therefore, the opportunity to use and enjoy the region within the Assessment District without the excessive nuisance, diminished “livability” or the potential health hazards brought by mosquitoes, vectors, and the diseases they carry is a special benefit to properties in the County. This benefit is related to the number of people who potentially live on, work at, visit or otherwise use the property, because people ultimately determine the value of the benefits

by choosing to live, work and/or recreate in the area, and by choosing to purchase property in the area.ⁱⁱⁱ

In order to apportion the cost of the Services to property, each property in the Assessment District is assigned a relative special benefit factor. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated a SFE value, which is each property's relative benefit in relation to a single family home on an average sized residential parcel. The "benchmark" property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

The special benefit conferred upon a specific parcel is derived as a sum function of the applicable special benefit type (such as improved safety (i.e. disease risk reduction) on a parcel for a mosquito assessment) and a parcel-specific attributes (such as the number of residents living on the parcel for a mosquito assessment) which supports that special benefit. Calculated special benefit increases accordingly with an increase in the product of special benefit type and supportive parcel-specific attribute.

The calculation of the special benefit per parcel is summarized in the following equation:

$\text{Special Benefit (per parcel)} = \sum f (\text{Special Benefits, Property Specific Attributes}^1)_{(\text{per parcel})}$
--

1. Such as use, property type, and size.

RESIDENTIAL PROPERTIES

Certain residential properties in the Assessment District that contain a single residential dwelling unit and are on a lot of less than or equal to one acre are assigned one Single Family Equivalent or 1.0 SFE. Traditional houses, zero-lot line houses, and townhomes are included in this category of single family residential property.

Single family residential properties in excess of one acre receive additional benefit relative to a single family home up to one acre, because the larger parcels provide more area for mosquito sources and OVMAP vector services. Therefore, such larger parcels receive additional benefits relative to a single family home on less than one acre and are assigned 1.0 SFE for the residential unit and an additional rate equal to the agricultural rate described below of 0.002 SFE per one-quarter acre of land area in excess of one acre. Mobile home parcels on a separate parcel and in excess of one acre also receive this additional acreage rate.

Other types of properties with residential units, such as agricultural properties, are assigned the residential SFE rates for the dwelling units on the property and are assigned additional SFE benefit units for the agricultural-use land area on the property.

Properties with more than one residential unit are designated as multi-family residential properties. These properties, along with condominiums, benefit from the services and improvements in proportion to the number of dwelling units that occupy each property, the average number of people who reside in each property, and the average size of each property in relation to a single family home in Inyo County. This Report analyzed Inyo County population density factors from the 2000 US Census as well as average dwelling unit size for each property type. After determining the Population Density Factor and Square Footage Factor for each property type, an SFE rate is generated for each residential property structure, as indicated in Figure 3 below.

The SFE factor of 0.48 per dwelling unit for multifamily residential properties applies to such properties with two to four units (duplex, triplex, fourplex). The SFE factor for multifamily properties with five to twenty units is 0.36 per unit. Properties in excess of 20 units typically offer on-site management, monitoring and other control services that tend to offset some of the benefits provided by the Program. Therefore the benefit for properties in excess of 5 units is determined to be 0.36 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units.

FIGURE 2
INYO COUNTY RESIDENTIAL ASSESSMENT FACTORS

	Total Population	Occupied Households	Persons per Household	Pop. Density Equivalent	SqFt Factor	Proposed Rate
Single Family Residential	11,326	4,670	2.43	1.00	1.00	1.00
Condominium	363	176	2.06	0.85	0.70	0.60
Duplex, Triplex, Fourplex	786	330	2.38	0.98	0.49	0.48
Multi-Family Residential, 5+ Units	752	400	1.88	0.78	0.47	0.36
Mobile Home on Separate Lot	4,516	2,079	2.17	0.90	0.45	0.40

Source: 2000 Census, Inyo County and property dwelling size information from the Inyo County Assessor data and other sources.

COMMERCIAL/INDUSTRIAL PROPERTIES

Commercial and industrial properties receive similar benefits from the Services as single family homes because employees and customers of such properties benefit similarly to residents from reduced mosquito and disease risk. However, commercial and industrial properties are generally open and operated for more limited times, relative to residential properties. Therefore, the relative hours of operation can be used as a relative measure of benefits, since residents and employees also provide a measure of the relative benefit to property. Since commercial and industrial properties are typically open and occupied by employees approximately one-half the time of residential properties, it is reasonable to assume that commercial land uses receive one-half of the special benefit on a land area basis relative to single family residential property.

The average size of a single family home with 1.0 SFE factor in Inyo County is 0.25 acres. Therefore, a commercial property with 0.25 acres receives one-half the relative benefit, or a 0.50 SFE factor.

The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously are also related to the average number of people who work at commercial/industrial properties.

To determine employee density factors, this Report utilizes the findings from the San Diego County Association of Governments Traffic Generators Study (the "SANDAG Study") because these findings were approved by the State Legislature which determined the SANDAG Study to be a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24. As presented in Figure 4, the SFE factors for other types of businesses are determined relative to their typical employee density in relation to the average of 24 employees per acre of commercial property.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per quarter acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres. Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate. Figure 4 lists the benefit assessment factors for business properties.

AGRICULTURAL, RANGELAND, GOLF AND CEMETERY PROPERTIES

Utilizing research and agricultural employment reports from UC Davis and the California Employment Development Department and other sources, this Report calculated an average usage density of 0.05 people per acre for agriculture property, 3.0 for golf courses, 0.01 for rangelands and timber and 1.2 for cemeteries. Since these properties typically are a source of mosquitoes and/or are typically closest to other sources of mosquitoes and other vectors, it is reasonable to determine that the benefit to these properties is twice the usage density ratio of commercial properties. The SFE factors per 0.25 acres of land area are shown in the following Figure 4.

FIGURE 3

Commercial/Industrial Benefit Assessment Factors

Type of Commercial/Industrial Land Use	Average Employees Per Acre ¹	SFE Units per Fraction Acre ²	SFE Units per Acre After 5
Commercial	24	0.500	0.500
Office	68	1.420	1.420
Shopping Center	24	0.500	0.500
Industrial	24	0.500	0.500
Self Storage or Parking Lot	1	0.021	
Golf Course	3.00	0.13	↓
Cemetery	1.20	0.05	↓
Agriculture	0.05	0.002	↓
Rangelands/Timber	0.010	0.00042	

1. Source: San Diego Association of Governments Traffic Generators Study, University of California, Davis and other sources.

2. The SFE factors for commercial and industrial parcels indicated above are applied to each quarter acre of land area or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

VACANT PROPERTIES

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties. However, vacant properties are assessed at

a lower rate due to the lack of active benefits, as measured by use by residents, employees, customers and guests. A measure of the benefits accruing to the underlying land is the average value of land in relation to improvements for developed property. An analysis of the assessed valuation data from the County of Inyo found that 50% of the assessed value of improved properties is classified as land value. Since vacant properties have very low to zero population/use densities until they are developed, a 50% benefit discount is applied to the valuation factor of 0.50 to account for the current low use density and potential for harm or nuisance to the property owner or his residents, employees, customers and guests. The combination of these measures results in a 0.25 factor. It is reasonable to assume, therefore, that approximately 25% of the benefits are related to the underlying land and 75% are related to the day-to-day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.25 per parcel.

OTHER PROPERTIES

Article XIIIID stipulates that publicly owned properties must be assessed unless those properties are reasonably determined to receive no special benefit from the assessment.

All properties that are specially benefited are assessed. Publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property. Other public properties such as watershed parcels, parks, open space parcels are determined to, on average, receive similar benefits as a single family home. Therefore such parcels are assessed an SFE benefit factor of 1. Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive minimal benefit from the Services and are assessed an SFE benefit factor of 0.

Church parcels, institutional properties, and property used for educational purposes typically generate employees on a less consistent basis than other non-residential parcels. Therefore, these parcels are determined to, on average, receive similar benefits as a single family home. Therefore such parcels are assessed an SFE benefit factor of 1.

APPEALS AND INTERPRETATION

Any property owner, who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Commissioner of the Inyo County Agriculture Department or his or her designee. Any such appeal is limited to correction of an assessment during the then current Fiscal Year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Commissioner or his or her designee will promptly review the appeal and any information provided by the property owner. If the Commissioner or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County of Inyo for collection, the Commissioner or his or her designee is authorized

to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Commissioner or his or her designee shall be referred to the Board of Supervisors of the County of Inyo and the decision of the Board of Supervisors of the County of Inyo shall be final.

ASSESSMENT

WHEREAS, the Board of Supervisors contracted with the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs of Services, a diagram for a benefit assessment Program, an assessment of the estimated costs of Services, and the special and general benefit conferred thereby upon all assessable parcels within Owen Valley Mosquito Abatement Program – Mosquito and Disease Control Assessment;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under Article XIID of the California Constitution, the Government Code and the Health and Safety Code and the order of the Board of Supervisors of Inyo County, hereby make the following determination of an assessment to cover the portion of the estimated cost of the Services, and the costs and expenses incidental thereto to be paid by the Mosquito Control and Disease Prevention Assessment.

The amount to be paid for the services and improvements and the expenses incidental thereto, to be paid by the Owens Valley Mosquito Abatement Program for the fiscal year 2021-22 is generally as follows:

Figure 4

SUMMARY COST ESTIMATE
FISCAL YEAR 2021-22 BUDGET

Mosquito Control Services	\$	206,801
Administration, Equipment and Charges		75,553
Incidentals, Reserves and uncollectible		<u>188,100</u>
Total Budget		470,454
Less:		
District Contribution & Current Rev.		<u>(245,719)</u>
Net Amount To Assessments	\$	<u><u>224,735</u></u>

An Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Assessment Program. The distinctive number of each parcel or lot of land in the Assessment Program is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby determine and apportion the net amount of the cost and expenses of the Services, including the costs and expenses incidental thereto, upon the parcels and lots of land within the Mosquito Control and Disease Prevention Assessment, in accordance with the special benefits to be received by each parcel or lot, from the Services, and more particularly set forth in the Cost Estimate hereto attached and by reference made a part hereof.

The assessment determination is made upon the parcels or lots of land within the Assessment District in proportion to the special benefits to be received by the parcels or lots of land, from the Services.

The assessment is subject to an annual adjustment tied to the Consumer Price Index for the Los Angeles Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 3%. The assessment rate per single family equivalent benefit unit for the Mosquito Abatement Program Assessment may increase in future years by an amount equal to the annual change in the CPI, not to exceed 3% per year. In the event that the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3%.

The change in the CPI from December 2019 to December 2020 was 1.45% and the Unused CPI carried forward from the previous fiscal year is 0.31%. Therefore, the maximum authorized assessment rate for fiscal year 2021-22 can be increased by 1.76% which equates to \$26.94 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2021-22 at the rate of \$26.94 for Zone A and \$6.74 for Zone B, which is the maximum authorized assessment rate.

The assessment may be continued annually and may be adjusted by up to the maximum annual CPI adjustment without any additional assessment ballot proceeding. In the event that in future years the assessments are continued at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

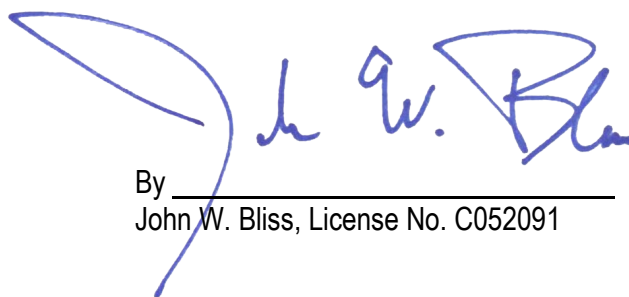
If property owners, in an assessment ballot proceeding, approve the initial assessment including the CPI adjustment schedule, the assessment may be levied annually and may be adjusted by up to the maximum annual CPI adjustment without any additional assessment ballot proceeding.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Inyo for the fiscal year 2021-22. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Assessor of the County of Inyo

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2021-22 for each parcel or lot of land within the Mosquito Control and Disease Prevention Assessment District.

Dated: June 23, 2021

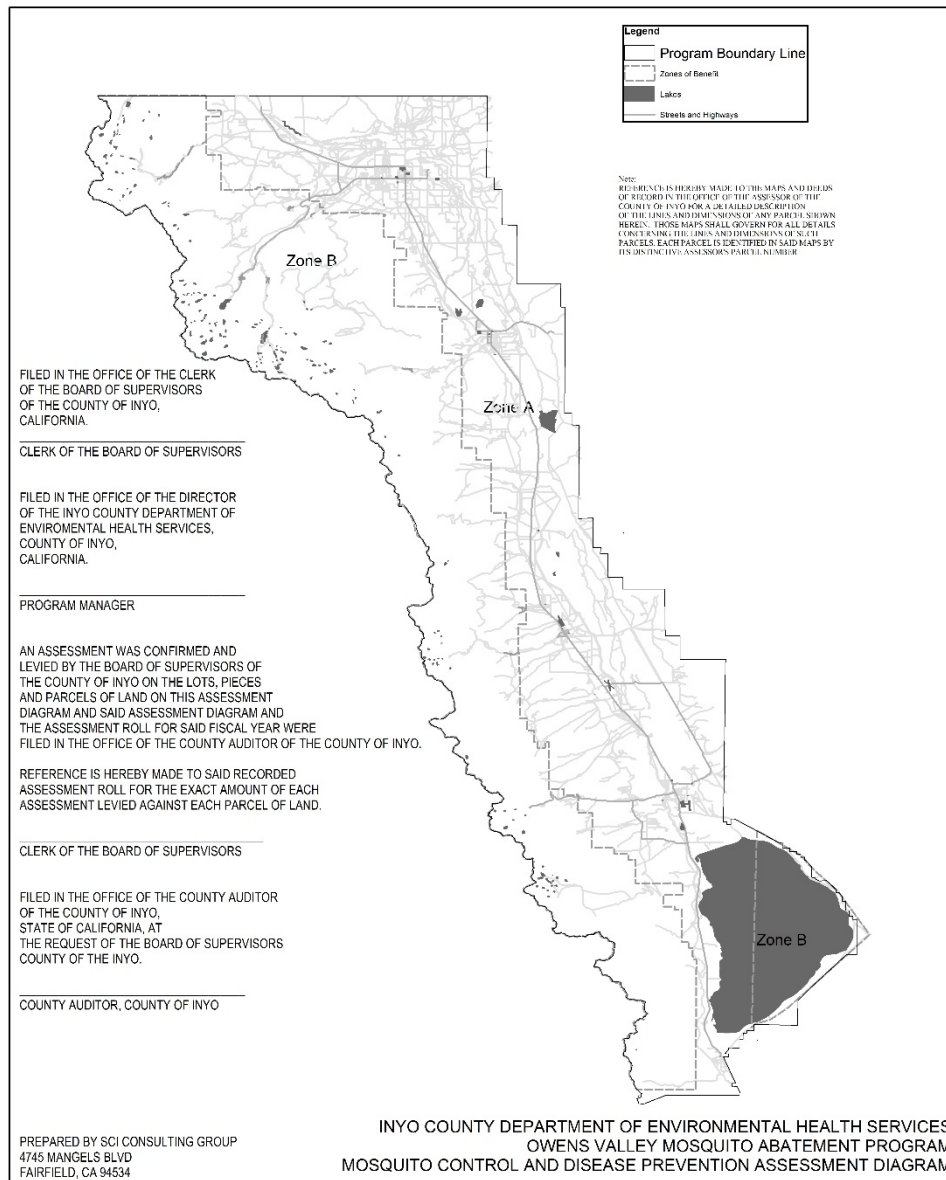
Engineer of Work



By _____
John W. Bliss, License No. C052091

ASSESSMENT DIAGRAM

The boundaries of the Owens Valley Mosquito Abatement Program area are displayed on the following Assessment Diagram.



APPENDICES

ASSESSMENT ROLL, FY 2021-22

Reference is hereby made to the Assessment Roll in and for the assessment proceedings on file in the office of the Program Manager of the Program, as the Assessment Roll is too voluminous to be bound with this Engineer's Report.

END NOTES

-
- i . Assembly Concurrent Resolution 52, chaptered April 1, 2003
 - ii . In addition to benefits based on the level of service, parcels in Zone B receive benefits from a mosquito reduced environment in the town/shopping areas of the Program, which are mainly located in Zone A.
 - iii . It should be noted that the benefits conferred upon property are related to the average number of people who could potentially live on, work at or otherwise could use a property, not how the property is currently used by the present owner.

RESOLUTION NO. 2021- _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
ADMINISTERING THE OWENS VALLEY MOSQUITO ABATEMENT PROGRAM
APPROVING THE ENGINEER'S REPORTS, CONFIRMING THE ASSESSMENT DIAGRAM
AND ASSESSEMENT AND ORDERING THE LEVY OF ASSESSMENTS
FOR FISCAL YEAR 2021-2022 FOR THE OWENS VALLEY MOSQUITO ABATEMENT
PROGRAM ASSESMENT (ASSESSMENT NO. 1)
AND FOR THE MOSQUITO CONTROL AND DISEASE PREVENTION
ASSESSMENT (ASSESSMENT NO. 2)**

WHEREAS, the Owens Valley Mosquito Abatement Program is authorized, pursuant to the authority provided in Health and Safety Code Section 2082 and Article XIID of the California Constitution, to levy assessments for mosquito abatement services and

WHEREAS, such mosquito abatement services provide tangible public health benefits, reduced nuisance benefits and other special benefits to the public and properties with the areas of service; and

WHEREAS, Assessment No. 1 has been given the distinctive designation of the "Owens Valley Mosquito Abatement Program Assessment," ("Assessment No. 1"); and

WHEREAS, Assessment No. 1 was authorized by an assessment ballot proceeding conducted in 1998 and approved by 70.9% of the weighted ballots returned by property owners, and such assessments were levied by the Inyo County Board of Supervisors of the Owens Valley Mosquito Abatement Program Assessment by Ordinance No. 1002 Section 5 (part), 1998 passed on July 21, 1998, and continued every year thereafter.

WHEREAS, Assessment No. 2 has been given the distinctive designation of the "Mosquito Control and Disease Prevention Assessment" ("Assessment No. 2"); and

WHEREAS, Assessment No. 2 was authorized by an assessment ballot proceeding conducted in 2005 and approved by 71% of the weighted ballots returned by property owners, and such assessments were levied by the Inyo County Board of Supervisors of the Owens Valley Mosquito Abatement Program Mosquito Control and Disease Prevention Assessment by Resolution No. 2005-24 passed on May 10, 2005 and continued every year thereafter; and

NOW, THEREFORE, BE IT RESOLVED by the Inyo County Board of Supervisors that:

SECTION 1. The above recitals are true and correct

SECTION 2. SCI Consulting Group, the Engineer of Work for purposes of these proceedings, has hereby prepared Engineer's Reports for Assessment No. 1 and for Assessment No. 2 (the "Reports") in accordance with the provisions of the Health and Safety Code section 2080 et seq.

and Article XIID of the California Constitution and has filed the Reports with the Clerk of the Board of Supervisors for submission to the Board. The Reports are hereby deemed sufficient

SECTION 3. The public interest, health, convenience and necessity require that the assessments be continued.

SECTION 4. The Engineer's Report for Assessment No. 1 together with the diagram of the Assessment contained therein and the proposed assessment roll for Fiscal Year 2021-2022 is hereby confirmed and approved.

SECTION 5. The Engineer's Report for Assessment No. 2 together with the diagram of the Assessment contained therein and the proposed assessment roll for Fiscal Year 2021-2022 is hereby confirmed and approved.

SECTION 6. That based on the oral and documentary evidence, including the Engineer's Report for Assessment No. 1, offered and received at the public hearing, the Board expressly finds and determines that: (a) each of the several lots and parcels of land within the Program Boundaries will be specially benefited by the services to be financed by the assessment proceeds in at least the amount of the assessment apportioned against such lots and parcels of land, respectively; and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, said finding and determination as to special benefit to property with the Program Boundaries from the Mosquito Abatement services to be financed with the assessment proceeds.

SECTION 7. That based on the oral and documentary evidence, including the Engineer's Report for Assessment No. 2, offered and received at the public hearing, the Board expressly finds and determines that: (a) each of the several lots and parcels of land within the Program Boundaries District will be specially benefited by the services to be financed by the assessment proceeds in at least the amount of the assessment apportioned against such lots and parcels of land, respectively; and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, said finding and determination as to special benefit to property with the Program Boundaries from the mosquito control and disease prevention services to be financed with assessment proceeds.

SECTION 8. That assessment for Fiscal Year 2021-2022 for Assessment No. 1 shall be continued at the assessment rate of TWENTY DOLLARS AND EIGHTY CENTS (\$20.80) per single-family equivalent benefit unit with estimated total annual assessment revenues of \$205,572.

SECTION 9. That the assessments for Assessment No. 2 included an annual increase equal to the change in the Los Angeles Area Consumer Price Index ("CPI"), not to exceed 3% (three percent) per year without a further vote or balloting process. The annual CPI change for the Los Angeles Area from December 2019 to December 2020 was 1.45%, and the unused CPI carried forward from previous fiscal years is 0.31%. Therefore, the maximum authorized assessment rate for fiscal year 2021-2022 is \$26.94 per single family equivalent benefit unit. The proposed

assessment rate for Fiscal Year 2021-2022 is \$26.94 per single-family equivalent benefit unit which is the maximum authorized rate for Fiscal Year 2021-2022.

SECTION 10. That assessment for Fiscal Year 2021-2022 for Assessment No. 2 shall be continued at the assessment rate of TWENTY SIX DOLLARS AND NINTY FOUR CENTS (\$26.94) per single-family equivalent benefit unit. The estimated total annual assessment revenue for Fiscal Year 2021-2022 is \$224,735.

SECTION 11. That the mosquito abatement services to be financed with assessment proceeds described in the Engineer's Reports for Assessment No. 1 and Assessment No. 2 are hereby ordered.

SECTION 12. No later than August 10th following such adoption, the Board shall file a certified copy of the diagram and assessment and a certified copy of this Resolution with the Auditor of the County of Inyo ("County Auditor"). Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessments. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all the laws providing for collection and enforcement shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Owens Valley Mosquito Abatement Program Assessment and to the Mosquito Control and Disease Prevention Assessment.

SECTION 13. All revenues from assessments for Assessment No. 1 shall be deposited into a separate fund established under the distinctive designation of the Owens Valley Mosquito Abatement Program funds so designated shall be expended only for the special benefit of parcels within the Program's boundaries.

SECTION 14. All revenues from assessments for Assessment No. 2 shall be deposited into a separate fund established under the distinctive designation of the Owens Valley Mosquito Abatement Program Mosquito Control and Disease Prevention Assessment. Funds so designated shall be expended only for the special benefit of parcels within the Program's boundaries.

SECTION 15. The Owens Valley Mosquito Abatement Program Assessment, as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Inyo County Board of Supervisors. Any such corrections, cancellations or refunds shall be limited to the current fiscal year.

SECTION 16. The Mosquito Control and Disease Prevention Assessment, as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Inyo County Board of Supervisors. Any such corrections, cancellations or refunds shall be limited to the current fiscal year.

The foregoing Resolution was PASSED and ADOPTED by the Inyo County Board of Supervisors at a regular meeting thereof held on July 27, 2021, at Board of Supervisors' Room, Inyo County Administrative Center at 224 North Edwards Street, Independence, CA.

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Tothoroh, Chairperson
Inyo County Board of Supervisors

ATTEST:

Clerk of the Board

BY: _____
Assistant Clerk of the Board



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Melissa Best-Baker

SUBJECT: Approval to pay prior year Invoice to Department of Health Care Services

RECOMMENDED ACTION:

Request Board ratify and approve the 2nd Quarter Payment to Department of Health Care Services, in the amount of \$17,381.00, for the County's share of the expenditures for the CCS treatment program, pursuant to Sections 123800-123955 of the Health and Safety code and Budget Act.

SUMMARY/JUSTIFICATION:

CCS Treatment is based on the premise that all children should have adequate medical care to prevent disabilities and each county must assist in providing for that care pursuant to California Code of Regulations and the Title 20 of the United States Code, "Individuals with Disabilities Education Act". Services are provided to handicapped children without regard to financial eligibility if their physical development would be impeded without services. This portion of the CCS program provides direct treatment for the child with needs specific to physical and occupational therapy, and special equipment such as braces, walkers, wheel chairs, lifts, beds, and therapeutic equipment for personal use.

All costs of the services listed above are paid by the State with a County share of cost. Quarterly the State requires that the County submit a claim to the State with all of these costs listed, including the costs for a nurse, who works a portion of time in the CCS program, as the County is allowed to offset its share of cost with these expenditures. Following reconciliation, the State typically owes the County around \$3,000-\$5,000 per quarter. Another factor that influences the reconciliation is when there is a child enrolled in the program who does not meet the eligibility requirements for Medi-Cal, as these treatment costs are often much higher. During the 2nd Quarter of FY 2020-21, Inyo County had a child who did not meet the Medi-Cal eligibility requirements, that received costly treatment services, resulting in overalls costs exceeding the program's typical county share of cost.

We are requesting your approval to pay the 2nd Quarter Invoice No. HCS0002637 in an amount not to exceed \$17,381. This invoice is coming before you late, as it was received in June 2021 and time was needed to verify that the costs were actually Inyo County's costs and that all efforts to determine eligibility for Medi-Cal had been made.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this budget amendment or pay this invoice which would impact Inyo County's ability to continue to provide this mandated program that assists with children in need.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

100% 1991 Social Services Realignment. No County General Fund.

ATTACHMENTS:

1. Department of Health Care Services FY 2021 Q2 Invoice

APPROVALS:

Melissa Best-Baker	Created/Initiated - 7/12/2021
Darcy Ellis	Approved - 7/12/2021
Marilyn Mann	Approved - 7/13/2021
Amy Shepherd	Approved - 7/13/2021
Marilyn Mann	Final Approval - 7/13/2021

INYO HHS IND *21 JUN 16 AM 09:52

DEPARTMENT OF HEALTH CARE SERVICES
ACCOUNTING SECTION
P.O. BOX 997415
SUITE 71.2014, MS 1101
SACRAMENTO, CA 95899-7415
(916) 345-7430

V001651
045500
5265
CCS/Treatment/Therapy/
Qtr 2 20-21

INYO COUNTY HEALTH & HUMAN SERVICES
P. O. BOX DRAWER H
INDEPENDENCE, CA 93526

INVOICE #: HCS0002637
DATE: 06/11/2021
DUE: UPON RECEIPT
BALANCE DUE: \$ 17,381.00

FOR:

EXPENDITURES INCURRED FOR THE CALIFORNIA CHILDREN SERVICES PROGRAM PURSUANT TO SECTIONS 123800-123955 OF THE HEALTH AND SAFETY CODE AND BUDGET ACT FOR THE FOLLOWING PERIOD(S): CCS/ DIAGNOSIS/ TREATMENT/ THERAPY QTR 2 FY 2020-2021.

PROGRAM CONTACT:

DHCS - CMS
1515 K STREET 340 MS 4502
SACRAMENTO, CA 95814
ATTN: LETA BROWN (916) 713-8270

(PLEASE DETACH AND MAIL WITH PAYMENT)

MAKE CHECK PAYABLE TO:
DEPARTMENT OF HEALTH CARE SERVICES

INVOICE #: HCS0002637

TOTAL DUE: \$ 17,381.00

MAIL TO:
DEPARTMENT OF HEALTH CARE SERVICES
ACCOUNTING SECTION, SUITE 71.2014, MS 1101
P.O. BOX 997415
SACRAMENTO, CA 95899-7415
ATTN: ACCOUNTS RECEIVABLE UNIT



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Marilyn Mann

SUBJECT: Memorandum of Understanding with Department of Health Care Services for continued funding for Medication Assisted Treatment expansion in the Inyo County Jail.

RECOMMENDED ACTION:

Health & Human Services - Behavioral Health - Request Board ratify and approve the Memorandum of Understanding (MOU) with Department of Health Care Services (DHCS) for continued implementation of Medication Assisted Treatment (MAT) expansion in the Inyo County Jail from July 1, 2021 through August 31, 2022 and authorize the HHS Director to sign the MOU.

SUMMARY/JUSTIFICATION:

In January 2020, your Board approved entering into a California Medication Assisted Treatment (MAT) Expansion Project MOU to increase access to medication for substance use disorder (SUD) in the Inyo County Jail. Inyo County Health and Human Services has used these funds to purchase medications, provide SUD counseling services, purchase education and facilitation materials, and other projects. The Department has the opportunity to access additional funding for continued expansion of MAT services for the period of July 1, 2021 through August 31, 2022 as outlined in the attached Memorandum of Understanding (MOU).

The MOU reflects our goal of expanding services to include treatment groups, expanded coordination with community providers, and the continued use of Dr. Anne Goshgarian as our contracted SUD medical director while the Department identifies alternative resources to sustain the programming beyond the grant cycle. The Department respectfully requests your Board's ratification and approval of the MOU and requests that the HHS Director be given authority to sign the agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could reject the request which would result in HHS not receiving funding to continue efforts to expand MAT in the jail setting.

OTHER AGENCY INVOLVEMENT:

FINANCING:

State funding. Funds are brought into a trust account HHS Suspense Trust (505104) and later transferred into the Health (045100) budget in State Grants (4498) to cover expenses. No County General Funds.

ATTACHMENTS:

1. 2021 Implementation Grant MOU - Inyo

APPROVALS:

Darcy Ellis	Created/Initiated - 7/20/2021
Marilyn Mann	Approved - 7/20/2021
Melissa Best-Baker	Approved - 7/20/2021
Marshall Rudolph	Approved - 7/20/2021
Amy Shepherd	Approved - 7/20/2021
Marilyn Mann	Final Approval - 7/20/2021

California Medication Assisted Treatment Expansion Project 2.0

Memorandum of Understanding

MOU Number: 2021-004

Contract Title: Implementation Grant: MAT in County Criminal Justice Settings

THIS AGREEMENT (the “**Agreement**”), shall be effective this July 1, 2021 through August 31, 2022 (the “**Term**”).

BY AND BETWEEN Inyo County Health and Human Services (the “**Applicant Agency**”) and Health Management Associates, Inc. (the “**Sub-Recipient**” and, together with Applicant Agency, the “**Parties**” and each a “**Party**”), created under laws governing the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (“**SAMHSA**”) and the State of California, Department of Health Care Services (“**DHCS**”).

WHEREAS, the Sub-Recipient is the subrecipient of the State Targeted Response to the Opioid Crisis Grant awarded by SAMHSA to DHCS (the “**State Opioid Response Grant**”) pursuant to an agreement between DHCS and the Sub-Recipient (the “**DHCS Agreement**”);

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute grants of varying amounts from the State Opioid Response Grant to each participating California county, for the purpose of implementing specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county’s jail(s) and drug court(s) (the “**Distribution Purpose**”).

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **GRANT AMOUNT AND INTENT:** Inyo County Health and Human Services has opportunity to receive up to \$50,000 from the Sub-Recipient under the STR Opioid Grant and DHCS Agreement to achieve the following objectives:
 - Ensure that SUD counseling remains available to inmates at the Inyo County Jail and that all inmates offered MAT through Jail Health will also have access to ASAM assessment and SUD counseling enrollment. In addition, we would like to expand SUD counseling services to offer treatment groups in the jail.
 - Create a continuum of SUD counseling and MAT activities between jail and community-based MAT and SUD programs. This will include connecting inmates to their community-based provider prior to release from custody with the development of “in-reach” activities.
 - Expand coordination between community-based MAT program at local rural health clinics and community-based SUD counseling available via Inyo County Public Health.

Specific grant activities will be:

- SUD counseling in Inyo County Jail: Current counseling is funded through the MAT in County Criminal Justice Settings Round 2 Implementation grant. The “Expanding Access to MAT” funding will allow us to implement substance use treatment groups to continue expanding services at the jail while we continue to develop sustainable funding resources.
- Expand coordination between the community-based MAT program at the local rural health clinic and the county SUD counseling program by sharing a medical director. Dr. Anne Goshgarian

serves as joint medical director between the rural health clinic MAT program, which does not offer a counseling component, and the County HHS SUD program, which has counseling but no MAT. This shared-services model has been very successful and has been funded by a CMSP Wellness and Prevention Grant which ended December 31, 2020. Our goal is to continue this shared staffing model to ensure that the local MAT program offers a counseling component, and our local SUD counseling program offers a MAT component. This expanded coordination will allow us to connect inmates to their community provider prior to their release from custody.

2. **APPLICANT AGENCY OBLIGATIONS:** To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in *Exhibit A: Application for Grant Funds: Expanding Access to MAT in County Criminal Justice Settings*, the State Opioid Response Grant, and the Sub-Recipient Agreement (which are provided in a separate document and incorporated as part of this Agreement) and any applicable federal, state, and local laws. Applicant Agency is expected to spend any funds received under this Agreement by August 31, 2022.

Applicant Agency must submit the following, as specified in Exhibit A: (a) monthly jail MAT statistics submitted quarterly; (b) an Interim Project Status Report and Financial Report; and (c) a Final Project Report and Financial Report within 30 days following the project end date. The Sub-Recipient will provide the Applicant Agency with a template Interim Project Status Report.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	Inyo County Health and Human Services
Doing Business As (if applicable)	
Street Address	163 May Street
City, State, Zip	Bishop, CA 93514
Mailing Address, if different	

Primary Grant Director	Authorized Signatory	Contract Representative
<i>Individual leading implementation of the grant</i>	<i>Individual authorized to sign on behalf of applicant agency</i>	<i>Individual responsible for agreement processing and negotiation</i>
Sarah Downard	Marilyn Mann	Melissa Best Baker
Re-entry Coordinator	Director of HHS	Senior Management Analyst
sdownard@inyocounty.us	mmann@inyocounty.us	Mbestbaker@inyocounty.us
760-878-8456	760-873-3305	760-920-1132

3. **DISTRIBUTION OF FUNDS:** The Sub-Recipient will 50% of the full grant amount (\$25,000) to the Applicant Agency following execution of this Agreement and upon receipt of funds from DHCS. The second half of the grant will be paid on receipt of a satisfactory Interim Grant Report from the Applicant Agency, due January 15, 2022. If the Sub-Recipient, in its sole discretion, determines that the Applicant Agency has not fulfilled the requirements of this Agreement, then Sub-Recipient shall withhold the second distribution of funds to the Applicant Agency.
4. **REPAYMENT OF FUNDS:** In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise is violation of this

Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.

5. RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS: The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. The Parties agree that to comply with audit provisions applicable to federal subrecipients under 45 C.F.R. § 75.216 and under the DHCS Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Applicant Agency agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, SAMHSA, the Office of Inspector General for the United States Department of Health and Human Services, the Comptroller General of the United States, DHCS, or any of their respective authorized representatives.
6. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 120 North Washington Square, Suite 705, Lansing, MI 48933; or (b) the Applicant Agency at 163 May Street, Bishop, CA 93514. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.
7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.
8. DEBARMENT AND SUSPENSION. The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:
 - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
 - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
 - ii. Violation of a Federal or State antitrust statute;
 - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - iv. False statements or receipt stolen property.

- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
 - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.
9. ENTIRE AGREEMENT: This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
10. AMENDMENT: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
11. GOVERNING LAW: This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
12. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
13. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.
14. GRANT ADMINISTRATION

Is the Applicant Agency a public institution? Yes _____ No _____
 If no, Applicant Agency must submit a completed IRS Form W-9 with the signed agreement.

Funds may be paid via electronic fund transfer or paper check. Applicant agency must state preference and submit the associated information.

___ Electronic fund transfer Submit ACH banking information with the signed agreement

___ Paper check Name of Payee _____
 Mailing Address _____

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this MOU Agreement 2021-004 to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:

Inyo County Health and Human Services

By: _____
(SIGNATURE)

Name: Marilyn Mann

Title: Director of HHS

Date: _____



SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: _____
(SIGNATURE)

Name: _____

Title: _____

Date: _____

PENDING



County of Inyo



County Administrator - Parks & Recreation

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Leslie Chapman

SUBJECT: Concession Agreement for Operation and Maintenance at the Tecopa Hot Springs Campground and Pools.

RECOMMENDED ACTION:

County Administrator - Parks & Recreation - Request Board ratify and approve the concessionaire's agreement between the County of Inyo and Tecopa Hot Springs Conservancy, LLC of Las Vegas, NV for the operation and maintenance of the Tecopa Hot Springs Campground and Pools in Tecopa, CA for the period of July 1, 2021 through June 30, 2031, with two options to extend through June 30, 2041, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The County leases 40-acres of land from the Federal Bureau of Land Management (BLM) in Tecopa, California, on which there are several County improvements including: 250 dry campsites (105 have electrical hookups); four (4) restroom facilities; two (2) bathhouses with showers; a community center; a 2-acre sewage evaporation treatment pond; and, an R.V. dump station.

Tecopa Hot Springs Conservancy, LLC has been the concessionaire for the Tecopa Hot Springs Campground since 2015 when they were the selected from two proposals that were submitted as responses to a request for proposal. The staff report from the time had a concise description of the process and history of County vs Concessionaire run operations for the hot springs and campground. That description is quoted below in the history section of this staff report for those who may not recall the process and result.

The existing contract expired December 31, 2020 and has been under the holdover provisions since then. Before the lease expired, the Concessionaire approached the County with a desire to renegotiate the contract rather than exercising the first 5-year option to extend the lease, stating the following reasons:

- They can't afford the escalating Operation Fees stated in the contract after losing two busy seasons due to COVID -19, which greatly impacted their revenues;
- They underestimated the condition of electrical lines and water lines and have had to divert money to repairs, depleting funds anticipated for improvements.
- They have recently invested in redoing the bath houses and other repairs and don't want to lose their investment.
- They need cash flow to continue making improvements, so they requested that the County waive the

minimum operating fee for the next two years and agree to a flat \$5,000 for the duration of the agreement with assurance that the improvements listed on Attachment A will be completed.

Based on meetings with the Concessionaire and knowledge of the impacts of COVID and the condition of the hot springs and bath houses, staff determined that the above requests appear reasonable. Additional considerations were given to the cost of issuing a new RFP and the likelihood that there will be other qualified concessionaires responding to the RFP, based on prior experience at this location. During the renegotiation phase, Public Works and Building and Maintenance were consulted and they recommended adding clarifying language on areas of responsibility such as water, sewage, electrical and building permits. With the help of County Counsel, that was done. Additionally, County staff and the Concessionaire agreed to more frequent meetings to discuss projects, issues and resolutions. We also established consistent lines of communications for complaints. With all of the above information and considerations, staff recommends approving this new Concessionaire's Agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The following excerpt was copied from the staff report dated January 13, 2015 which was when the Tecopa Hot Springs Conservancy, LLC was named successful bidder and a five-year contract with two extension options was approved and executed:

Since 2004, the County has relied upon a concessionaire, California Land Management (CLM) to operate the pools and campground under a concessionaire agreement. The CLM agreement expired on October 1, 2014. Since that time the County has been operating the Campground and Pools with existing and temporary staff. In year's prior the concessionaire agreement, the County operated the campground and pools. The County collected a fee at the campground but the pools were open to the public, free of charge, 24-hours a day. Since October the County has been collecting for camping but the pools have been available free for public use during hours that staff was available on the premises.

On June 10, 2014, the Board of Supervisors reviewed options for the operation of the Tecopa Hot Springs Campground and Pools and directed staff to issue a Request for Proposals (RFP) for a potential concessionaire.

Staff presented several options to the Board regarding potential operation models to be explored including:

- Operate with County staff - either shared with Library and HHS or dedicated Parks staff
- Issue new RFP for Concessionaire Agreement
- Allow for free public use of Bath Houses, and close campground
- Close Bath Houses and campground

In addition to the discussion with your Board, staff also held a community meeting in Tecopa on June 10, 2014 to solicit input regarding operations of the campground and pools. With the input from the Board and the community in mind, staff prepared an RFP. On July 15, 2014 your Board approved the issuance of an RFP for a potential concessionaire. The RFP was sent to campground and hot springs operators throughout California and Nevada as well as to interested parties in the community of Tecopa. Responses to the RFP were due September 19, 2014. The County received two responses as follows:

- Tecopa Hot Springs Conservancy
- Indy Development Group, LLC

As community residents requested at the Tecopa meeting on June 10, 2014 both proposals were made available for community review to community members at the Tecopa Community Center. A form was provided for the rating and ranking of the proposals. In another meeting to update the community on September 23, 2014, both respondents were in attendance and each gave a brief summary of their proposal to the members of the community in attendance at the meeting. All forms and comments that were submitted have been reviewed and weighed by staff.

Staff reviewed both proposals for content and in association with the scoring criteria within the RFP, and with consideration given to the community input. On November 12, 2014 staff updated your Board with the recommendation that negotiations for a concessionaire agreement begin with the Tecopa Hot Springs Conservancy. Staff has exchanged numerous emails and on December 22, 2014 held a meeting with Tecopa Hot Springs Conservancy in an effort to agree upon contract terms. Those efforts have resulted in the mutually agreeable and beneficial contract being recommended for approval.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Agreement, however, this is not recommended as that would require the County to operate and maintain the facility, which has proven difficult and costly in the past. Your Board could also direct staff to do a request for proposal, however, that is not recommended as there were only two responses in the past and staff and the Tecopa community chose Tecopa Hot Springs Conservancy.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Tecopa Concessionaire Agreement 2021

APPROVALS:

Darcy Ellis	Created/Initiated - 7/20/2021
Darcy Ellis	Approved - 7/20/2021
Leslie Chapman	Approved - 7/20/2021
Marshall Rudolph	Approved - 7/20/2021
Amy Shepherd	Final Approval - 7/20/2021

**CONCESSION AGREEMENT BETWEEN COUNTY OF INYO
AND TECOPA HOT SPRINGS CONSERVANCY, LLC FOR
THE OPERATION AND MAINTENANCE OF THE
TECOPA HOT SPRINGS PARK AND CAMPGROUND**

THIS AGREEMENT, made and entered into this 25th day of May, 2021 between the COUNTY OF INYO, a political subdivision of the State of California, hereinafter called "County", whose address is 224 N. Edwards Street, Independence, California, 93526, and Tecopa Hot Springs Conservancy hereinafter called "Concessionaire", whose corporate address is 7223 Linden Ave, Las Vegas, NV 89110 and whose mailing address is P.O. Box 103 Tecopa, CA 92389. The County Administrator or his/her designee shall act on behalf of the County for purposes of this agreement.

WITNESSETH:

WHEREAS, County leases from the Bureau of Land Management (BLM) certain property, more commonly referred to as Tecopa Hot Springs Park and Campground, and mineral water bathhouses for the use of and enjoyment of the public; and

WHEREAS, County desires to grant to Concessionaire the right to operate thereon a campground, bathhouses and camp retail store for the benefit and enjoyment of the users of said recreational facility, and County warrants that it has the rights and ability to grant these rights; and

WHEREAS, Concessionaire is desirous of operating such operation within said recreational facility;

NOW, THEREFORE, the parties hereto do hereby agree one with the other as follows:

FOR AND IN CONSIDERATION of the mutual terms, covenants and conditions herein, County grants to Concessionaire the exclusive right during the term of this agreement to enter onto and operate a campground and bathhouses (hereinafter referred to as "campground") at Tecopa Hot Springs Park and Campground upon the terms and conditions more fully hereinafter set forth.

1. AGREEMENT SUBJECT TO MASTER LEASE.

1.1. Concessionaire agrees that notwithstanding any other provision of this Agreement, this Agreement is subject to the terms and conditions of any existing lease, contract, encumbrance, or any such document, right, or interest which may hereafter be exchanged or substituted therefor, affecting the County's rights to the premises. In no event shall Concessionaire seek, have or claim any right of possession or occupation of the premises at variance with the terms thereof or beyond the period of County's right thereto and, notwithstanding any other provision of this Agreement, the term of this Agreement shall automatically terminate without prior notice to concessionaire twenty-four (24) hours prior to the expiration or termination of any such underlying lease or contract. Nothing herein shall obligate County to renew any such underlying lease, contract, encumbrance or easement.

1.2. The County currently leases the Tecopa Hot Springs Park Campground from the United States Department of the Interior, Bureau of Land Management (the Master Lease), the terms of this Agreement are subordinate to that lease as set out in the foregoing paragraph, and the Master Lease between the County and BLM for the Tecopa Hot Springs Park Campground terminates on December 31, 2033.

1.3 Should any successor Master Lease between the County and BLM materially change the County's obligations, the Parties agree to meet and confer regarding possible modifications to this agreement relative to material impacts to the County resulting from the new Master Lease. Nothing herein shall obligate BLM to renew any such master lease, contract or successor document. The County will continue to occupy and operate the on-site Community Center, Library facilities, playground, and sewage treatment lagoon.

2. EQUIPMENT. Concessionaire agrees, in its own name, to provide all equipment, insurance, licenses, permits, supplies of all kinds and nature, and to require County to furnish nothing whatsoever in the course of its operation of such campground.

3. TERM.

3.1. This agreement shall be for a period of approximately ten (10) years from the date of commencement, subject to two (2) options in favor of Concessionaire to renew said agreement for five years each on the same terms and conditions as in the initial term, subject to section 4.2 below.

3.2. Exercise of Options. The two options shall be for separate and successive five (5) year periods. A written notification of the exercise of an option must be received by the County no less than six (6) months prior to the expiration of the initial concession term or successive option period, sent by certified mail to the address hereinafter provided. Failure to exercise any option in the manner provided above by making a written request of County will nullify that and successive options herein granted. Options may be exercised provided:

3.2.1. Neither Concessionaire nor County has terminated this Agreement, or any extension thereof, for any reason.

3.2.2. Concessionaire is not in default under any term or condition of this Agreement, or any extension thereof.

3.3. This agreement shall commence on July 1, 2021, and cease and terminate for all purposes on June 30, 2031, unless an option is exercised as set forth, at which time the new dates for said term shall take effect on the terms and conditions herein provided.

3.4. This agreement may be terminated by either of the parties hereto for cause upon one party giving ninety (90) day notice in writing to the other party of its intention to terminate this agreement. If Concessionaire is in noncompliance with any portion of this agreement, the County may terminate this agreement for non-compliance after thirty (30) day written notice if 30 days after written notice has been given to Concessionaire of the noncompliance said noncompliance has not been cured, or, if the noncompliance cannot reasonably be cured within 30 days, and Concessionaire fails to commence to cure the noncompliance within the 30-day period and does not diligently and in good faith continue to cure the default.

4. OPERATION FEES.

4.1. Operation Fees - Option Periods. The Operation Fee during the term of this ten (10) year lease shall be Five Thousand Dollars (\$5,000) annually, subject to the waiver set forth in paragraph 11.5 below.

Recognizing the distant time horizons associated with the options provided for in this agreement, and that business conditions may change considerably by the time the Concessionaire may decide to exercise these options, the Parties agree that the Operation Fees for the Option Periods in this section shall be renegotiated during the six (6) month period prior to the Concessionaire's deadline for exercising the option(s) described in section 3.2 above. Any negotiated change in the Operation Fees for the Option Period must be approved by the County Board of Supervisors prior to exercising of the option.

4.2 Payment to County. Commencing on July 1, 2021, , Concessionaire shall make payment to County, on or before May 30th each year, for a lump sum payments of the minimum Operation Fee for the previous calendar year. The Fee shall be sent to: County of Inyo, Parks Office, 1360 N. Main St., Room 231, Bishop, CA 93514.

4.4. Late Fee. Concessionaire acknowledges late payment by Concessionaire to the County of the annual fee will cause County to incur costs not contemplated by the Agreement. Such costs include, without limitation, possessory and accounting charges. Therefore, if payments are not received by County when due, Concessionaire shall pay to County an additional sum of 5% of the overdue payment as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that the County will incur by reason of late payment by Concessionaire. Acceptance of any late charge does not constitute a waiver of Concessionaire's default with respect to the overdue amount, or prevent County from exercising any of the other rights and remedies available to County.

5. ACCOUNTING/AUDITING.

5.1 Concessionaire agrees to maintain accounting records, according to accounting procedures acceptable to County, for the operation of campground, pools and store. Said records shall include accounting for all income from camping fees, pool use, RV holding tank dumping, and all income from any other source of revenue, including retail, and all expenditures relating to the improvements referred to herein. Accounting for expenditures for improvements shall be kept separate and distinct from accounting for expenditures for operations and maintenance. Said records shall be available to County for inspection at all times. Concessionaire shall make available for auditing purposes its accounting records, relating to this agreement, to County's Auditor/auditing firm who may be auditing for the County, and the Grand Jury.

5.2 Concessionaire shall submit to County, no later than June 30th each year, financial statements, including a balance sheet and income statement for the calendar year ended the prior December 31st. These financial statements may be subject to audit by a CPA firm, at Concessionaire's expense, upon request by the County.

6. PURPOSES; DAYS AND HOURS: OPERATION.

6.1. The premises shall be used by Concessionaire only for the purpose of operating a campground, store, and public bathhouses.

6.2 Concessionaire shall operate and maintain the campground in accordance with the provision of Exhibit A and B hereto; the "'Request for Proposal' for Concessionaire for operation of the Tecopa Hot Springs Campground, Tecopa, California, dated August, 2014, Concessionaire's proposal in response to that Request for Proposal; and Concessionaire's response to

County's "Notice Requesting Additional Information, etc."

6.3. Concessionaire shall, without cost to the County, continuously operate the campground for the purposes specified in the Agreement. If the buildings or equipment used for the campground are damaged or destroyed and this Agreement remains in full force and effect, Concessionaire shall continue to operate the campground to the extent reasonably practical from the standpoint of good business judgment during any period of reconstruction. Concessionaire shall employ its best efforts to operate the business conducted on the premises in a manner that will produce the maximum volume of gross sales.

6.4. Concessionaire may utilize the County-operated Community Center for community events open to the public with written permission of the Director of Parks.

6.5. Concessionaire agrees to operate said concession in accordance with all applicable Inyo County ordinances and the laws of the State of California, and the rules and regulations adopted thereunder, governing such establishments. Concessionaire shall inform the public utilizing the RV sewage dump facilities that they are prohibited from utilizing treatment chemicals in their waste disposal and shall ensure that the RV sewage dump facilities are not utilized beyond the designed capacity. Additionally, Concessionaire will maintain the bathhouses and restrooms located within the campground in a clean, sanitary condition and ensure that the facilities are well stocked at all times. Concessionaire shall operate the campground in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstructions of any kind, and in compliance with any and all present and future laws, rules or regulations of any governmental authority now, or at any time during the term of this Agreement, relating to public health, safety or welfare. Concessionaire further agrees that it is the sole operator of such campground and that the County has no interest in the operation of the business to be conducted thereon and that County is in no way responsible for any indebtedness which may arise from its operation of said concession. No offensive or dangerous activity shall be carried on or permitted on the concession premises. No goods, merchandise or materials that are explosive or hazardous shall be sold, kept or stored on the premises.

6.6. The campground may be operated 24 hours a day.

7. MAINTENANCE. Concessionaire agrees to maintain the campground, buildings, including the rest room and shower building at the campground as described in Attachment C, and related equipment and shall, at its own expense, provide routine maintenance to the electrical and water systems (including wells and the water supply to the Community Center), plumbing, gas service, roofs, and sewer piping exiting buildings to the point of entry to the treatment pond. Concessionaire shall comply with all laws, rules and regulations applicable thereto, adopted by federal, state or other governmental bodies, or departments or officers thereof, including, without limitation, the obligation at

Concessionaire's cost to alter, maintain or restore its facilities in compliance and conformity with all laws relating to the condition, use or occupancy of its facilities during the term of this agreement. This agreement is expressly subject to present and future regulations and policies of the County. Concessionaire shall remedy without delay any non-compliance and any defective or dangerous conditions.

8. SIGNS. All promotional materials and signs to be placed at, distributed from, or in connection with the concession, must be submitted to County for prior approval and shall comply with the provisions of Title 18 of the Inyo County Code.

9. UTILITIES/TAXES.

9.1. Utilities. Concessionaire agrees to pay the full cost of all electricity and gas used in conjunction with the operation of the campground and concession facilities. Concessionaire is further responsible for the installation of further needed utilities and the provision of services used in connection with the concession, to include electricity, gas, telephone, garbage, sewer and water. Concessionaire will immediately contact all utility providers and transfer utility billings to Concessionaire's name and billing address, and shall not be responsible for prior amounts owed. Upon receipt of the concession and camping statement from the utility, Concessionaire hereby agrees to pay said statement in a timely manner.

9.2. Taxes. Concessionaire acknowledges and understands that this agreement may create a possessory interest subject to property taxation and Concessionaire may be subject to the payment of property taxes levied on such interest. Concessionaire further acknowledges that Concessionaire is responsible for any and all taxes on improvements of fixtures on said premises. Concessionaire shall pay before delinquency all taxes, assessments, license fees and other charges that are levied upon the personal property and improvements owned by Concessionaire, if any, and used or located on the subject premises; and shall pay any other tax arising out of Concessionaire's operations upon the premises, including, but not limited to, any possessory interest tax.

9.2.1 Concessionaire acknowledges and understands that Point of sale is Inyo County for all products, materials, equipment and vehicles delivered to Concessionaire for use in association with the Concession whether for improvements, sales or other uses.

10. CONDITIONS OF PREMISES. Concessionaire has inspected the campground and all buildings on the premises, and accepts these facilities in their present condition. County is not obligated to make any alterations, additions, improvements, or repairs to the concession facilities. Concessionaire agrees to return the campground and facilities to the County in the same or better condition as the campground and facilities were in when this agreement was signed.

11. ALTERATIONS AND IMPROVEMENTS.

11.1. Notwithstanding anything to the contrary in this Agreement, County has the right to cause alterations and improvements to be made at the campground. The work required to complete any such alterations or improvements shall not unreasonably interfere with the operation of the campground. The parties to this Agreement agree that the work to complete any project listed on Attachment A or B to this Agreement will not unreasonably interfere with the operation of the campground.

11.2. Concessionaire may, upon written approval from the Parks Director, with all requests for improvements from the Concessionaire to be made in writing, make improvements to the campground. Such improvements will then become the property of the County, unless otherwise agreed to in writing by the County.

11.3. Concessionaire shall not make any improvements or alterations to the premises without County's consent. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of this agreement, except that County can elect, within 30 days before or five days after expiration of this Agreement, to require Concessionaire to remove any unapproved alterations that Concessionaire has made to the premises. Concessionaire shall apply for all required state and local permits prior to commencing any repairs, reconstruction, replacement, or installation of which is governed by title 24 and title 25 of the codified laws of California

11.4. If Concessionaire makes any alterations to the premises as provided in this Section 11, the alterations shall not be commenced until 10 days after County has received notice from Concessionaire stating the date the installation of the alterations is to commence so that County can post and record an appropriate notice of non-responsibility.

11.5. In exchange for the waiver of fees in year one and two of this Agreement, Concessionaire will prioritize those improvements outlined in Exhibit A and complete those improvements within the first two years of this agreement. Said waiver of fees shall be credited toward the amounts owed upon satisfactory completion of the improvements, as determined in the sole discretion of the County. Thereafter, Concessionaire shall consult with the County annually to prioritize and implement selected and agreed to improvements identified in Exhibit B.

12. CONCESSIONAIRE'S PERSONNEL.

12.1. Concessionaire's employees engaged in operating the premises shall be fully trained and qualified to perform the duties assigned to them. They may wear uniforms or other identification approved, in writing, by County. Concessionaire's personnel may drive private vehicles only as required

for loading and unloading items used to operate the concession.

12.2. Concessionaire shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, customers and patrons, and, upon objection by the County concerning the conduct, demeanor or appearance of any such person, Concessionaire shall immediately take all necessary steps to remedy the situation.

12.3. Concessionaire shall develop and maintain an *Employee Injury and Illness Prevention Program* that meets or exceeds all requirements as set forth by the California Health and Safety Code, CAC Title 8, as may be amended.

12.4. Concessionaire shall ensure that all employees meet the provisions of Section 5164 of the Public Resources Code for all employees who supervise minors. Copies are available in the County Administrator's Office.

12.5. Concessionaire shall ensure that all employees meet the provisions of Section 5163 of the Public Resources Code relating to TB tests for all employees who handle food. Copies are available in the County Administrator's Office.

13. QUALITY OF SERVICE: RATES AND CHARGES. The prices to be charged by Concessionaire shall be approved, in writing, by County prior to Concessionaire's charging such amounts. Concessionaire shall maintain a high standard of service. Concessionaire shall notify County, in writing, at least 30 days before changing any fee or price charged to the public ("charge"). If County finds that any charge is not comparable with like charges at other similar operations, County shall notify Concessionaire and request justification of such charge. If County shall reasonably determine, prior to such change, that the charge is not comparable, Concessionaire shall not implement same.

14. CAMPGROUND INSPECTION AND MAINTENANCE. County reserves the right of entry upon the campground premises at all reasonable times and the right to inspect the premises and the operation thereon, and if Concessionaire has been advised and requested, and refuses or neglects to do so, to do any and all work of any nature necessary for the immediate preservation, maintenance and operation of the campground and bathhouses and to charge Concessionaire of the cost thereof. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust operations in such a manner that the County may proceed expeditiously. County shall coordinate with Concessionaire in order to minimize the interruption to Concessionaire's activities.

15. INDEMNIFICATION.

15.1. To the fullest extent permitted by law, Concessionaire shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers from and against any and all liability, claims, damages, losses, judgments, expenses, and other costs, including litigation costs and reasonable attorney's fees, arising from all acts or omissions of Concessionaire or its officers, agents, or employees in rendering services under this Agreement; excluding, however, liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts. . Concessionaire's obligation to defend, indemnify, and hold the County, its officers, employees, agents, and volunteers harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Concessionaire's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Concessionaire, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Concessionaire's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Concessionaire to procure and maintain insurance.

15.2. County shall have no responsibility to safeguard the equipment and property of Concessionaire, in Concessionaire's possession, or that of any of its invitees. County shall have no responsibility to safeguard or protect the Concessionaire or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.

15.3. In the event a claim is made against County, or County is named a co-defendant in any action, Concessionaire shall immediately notify County of such fact, and at County's option shall either retain legal counsel to represent County in such action at Concessionaire's sole expense, or reimburse County for County's litigation costs, expenses and attorney's fees in undertaking to represent itself.

15.4. In the event a claim is made against both County and Concessionaire for the joint and several liability of County and Concessionaire, the determination as to the apportionment of liability between County and Concessionaire shall be made by the judge in a court of competent jurisdiction. Concessionaire must give prompt notice to County in the event of any fire or accident involving personal injury or property damage at the concession facilities. Neither County nor Concessionaire shall request that the apportionment of liability be determined by a jury. Notwithstanding the apportionment of liability between County and Concessionaire, Concessionaire shall nevertheless be responsible to indemnify, defend, protect and hold harmless County as fully set forth above, unless the court determines that the injury or damage resulted from

the sole negligence or intentional and willful misconduct of County, its officers, directors, agents or employees.

15.5. Concessionaire hereby waives all claims and recourse against County, including the right or contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases County from any liability relating to, or in any way connected to, Concessionaire's activities or Concessionaire's use of the campground, or facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of County, its officers, directors, agents or employees.

16. **INSURANCE.** Concessionaire shall procure and maintain for the duration of the contract, insurance as set forth in Attachment D.

17. **ASSIGNMENT AND SUBLETTING.** Concessionaire shall neither assign, nor otherwise convey any interest in this agreement, without the prior written consent of County, and any attempt to assign any such interest without such prior written consent shall be void. If consent to any such assignment or Sub-Agreement is given by County, Concessionaire shall be and hereby agrees to be and remain fully bound and responsible hereunder for such duties and obligations as may be assigned to another. Any sub-agreement entered into by Concessionaire shall expressly provide for recognition and acceptance of all the terms of this agreement as binding upon sub-agreement.

18. **WAIVER OF CONTRACT TERMS.** No delay or omission in the exercise of any right or remedy of County on any default by Concessionaire shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by County of any delinquent concession fee shall not constitute a waiver of timely payment for the particular concession fee payment involved. County's consent to or approval of any act by Concessionaire requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent act by Concessionaire.

19. **DEFAULT.**

19.1. The occurrence of any of the following shall constitute a default by Concessionaire:

19.1.1. Failure to pay the Annual Operation fee when due. Any amount subject to a bonafide dispute shall be paid under protest.

19.1.2. Concessionaire's failure to occupy and operate the premises for 10 consecutive days shall be deemed an abandonment and vacation of the campground and concession premises (). Non occupation or operation of the premises is permissible with advance written approval of the Parks Director during seasonal/scheduled closures, or in the event of natural disasters or other threats to the safety of the personnel and employees of Concessionaire.

Requests for abandonment and/or vacation shall be made in writing with 30 days advance notice.

19.1.3. Failure to perform any other provision of this Agreement, if the failure to perform is not cured within 30 days after notice has been given to Concessionaire, or, if the default cannot reasonably be cured within 30 days, Concessionaire fails to commence to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

19.1.4. Concessionaire becomes insolvent or files for bankruptcy, either voluntarily or involuntarily.

19.2. Notices given under this paragraph shall specify the alleged default and the applicable provisions of the Agreement, and shall demand that Concessionaire perform the provisions of this Agreement or pay the concession fee that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this agreement unless County so elects in the notice.

19.3. County shall have the following remedies if Concessionaire commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

19.3.1. County may continue this agreement in full force and effect, and the agreement will continue in effect as long as County does not terminate Concessionaire's right to possess and operate the facilities. County shall have the right to collect the concession fee when due. After Concessionaire's default, and for as long as County does not terminate Concessionaire's right to possession of the concession premises, and if Concessionaire obtains County's written consent, Concessionaire shall have the right to assign or sublet its interest in this Agreement, but Concessionaire shall not be released from liability.

19.3.2. County may terminate Concessionaire's right to possess and operate the campground and concession premises (baths and camp store) at any time following a default. No acts by County, other than giving notice to Concessionaire, shall terminate this Agreement. Acts of maintenance, efforts to locate a new concessionaire, or the appointment of a receiver on County's initiative to protect County's interest under this agreement shall not constitute a termination of Concessionaire's rights under the Agreement. On termination, County has the right to recover from Concessionaire court costs necessary to compensate County for all damage proximately caused by Concessionaire's default. Concessionaire shall be liable immediately to County for the reasonable and necessary costs County incurs in entering into another concessionaire agreement for the concessions including, without limitation, restoring the facilities as detailed in this Agreement and subject to Paragraph 22 and /or 24.1, and like costs.

19.3.3. County, at any time after Concessionaire commits a default, may cure the default at Concessionaire's expense. If County, at any time, by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by County shall be due immediately from Concessionaire to County at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by County until County is reimbursed by Concessionaire. The sum, together with interest on it, shall be an additional concession fee.

20. LIENS Concessionaire shall not suffer or permit any mechanic's, materialmen's or other liens to be filed against the premises and/or the buildings and improvements located thereon, or against the County or any lender holding funds for any work on the premises done by Concessionaire. If any such liens or similar proceedings are filed or commenced, Concessionaire shall, within 30 days after notice of the filing thereof, cause the same to be discharged or recorded by payment, deposit, order of court or bonding; provided, however, that Concessionaire shall have the right to contest, with due diligence, the validity or amount of any such lien, if Concessionaire shall give to County security therefore, reasonably acceptable to County, in an amount equal to one and one-half times the original and any increased amount of any such claim.

Nothing in this Agreement shall be deemed in any way to constitute the consent of County, express or implied, to the performance of any labor or the furnishing of any material for any improvement, alteration, repair or replacement of the buildings and improvements on the Premises by any contractor, subcontractor, laborer or materialman, nor as giving Concessionaire any right, power or authority to contract for, on County's behalf, the rendering of any services or the furnishing of any materials.

21. DAMAGE/DESTRUCTION. If, during the term of this agreement, the campground or other facilities are totally or partially destroyed from any cause other than Concessionaire's partial or sole negligence, County, at its option, may terminate this agreement or restore the premises and other improvements thereon to substantially the same condition as they were in immediately before destruction. If County elects to restore, such destruction shall not terminate this agreement. In the event the premises are totally or partially destroyed due to Concessionaire's negligence, Concessionaire shall, at County's option, promptly restore the Premises.

22. MODIFICATION OF AGREEMENT. Notwithstanding any of the provisions of this Agreement, the parties may, by mutual written consent, modify or amend this Agreement.

23. NON-DISCRIMINATION.

23.1. Concessionaire shall not discriminate on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status, against any person by refusing to furnish such person any service or privilege offered to the general public. Nor shall Concessionaire publicize such services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status.

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

24. SURRENDER OF PREMISES.

24.1. On expiration or termination of this Agreement, Concessionaire shall surrender to County the campground and all of Concessionaire's improvements and alterations in good condition. Concessionaire shall have a period of ten (10) days to remove all things which are the property of the Concessionaire. Concessionaire shall perform all restoration made necessary by the removal of Concessionaire's personal property within a reasonable time. If Concessionaire fails to surrender the premises to County on expiration or termination of the Term as required by this section, Concessionaire shall indemnify, defend, protect and hold County harmless from all damages resulting from Concessionaire's failure to surrender the premises.

24.2. County may elect to retain, or dispose of in any manner, Concessionaire's personal property that Concessionaire does not remove from the Premises on expiration or termination of this Agreement after giving at least a 10-day notice to Concessionaire. Title to Concessionaire's personal property that County elects to retain or dispose of on expiration of the 10-day period, shall vest in County. Concessionaire waives all claims against County for any damage to Concessionaire resulting from County's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to County for

County's costs for storing, removing, and disposing of Concessionaire's personal property.

24.3. If Concessionaire, with County's consent, continues to operate the campground after expiration of this Agreement, or after the date in any notice given by County to Concessionaire terminating this Agreement, such use by Concessionaire shall be on a month-to-month basis, terminable on a 30-day notice given at any time by either party. All provisions of this agreement except those pertaining to the term, shall continue to apply.

25. STATUS OF CONCESSIONAIRE. All acts of Concessionaire, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Concessionaire, by virtue of this agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this agreement, Concessionaire has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Concessionaire and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

25.3. Concessionaire, 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 as employees of County.

25.4. Concessionaire will obtain any and all necessary licenses and permits for such concession in the name of Concessionaire and not name County in any manner on such licenses or permits.

26. NOTICES. Except as otherwise provided herein, any notices required or permitted to be given under this Agreement shall be personally delivered or sent by certified mail and addressed to the respective parties at their addresses indicated on the first page hereof. Such addresses may be changed from time to time by notice, in writing, to either party.

27. ADVICE OF COUNSEL. Each party hereto has been provided full

opportunity for review of this agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this agreement.

28. RULES AND REGULATIONS. Concessionaire agrees to comply with the ordinances, rules and regulations, and any other regulations of County. Such rules and regulations shall include County Ordinances 1024, 1038 and any amendments thereto or revisions or replacements thereof.

29. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the parties relating to the rights granted and obligations assumed and supersede all prior written and oral discussions or representations.

//III

**CONCESSION AGREEMENT BETWEEN COUNTY OF INYO
AND TECOPA HOT SPRINGS CONSERVANCY, LLC FOR
THE OPERATION AND MAINTENANCE OF THE
TECOPA HOT SPRINGS CAMPGROUND**

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

COUNTY OF INYO

CONTRACTOR

Signature

By: _____

Dated: _____

Type or Print Name

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

Exhibit A
Priority Improvements

- Repair or replace campground restrooms and plumbing
- Picnic tables at every camp site with allowance for the required number of accessible tables
- Install electrical upgrades to section near bathhouses and store to reduce load on current system, including replacing existing electrical boxes.
- Upgrade electrical to 50 amp circuits in the “D” Section as existing service to the property will allow. New service to the property will be provided by the County in conjunction with Southern California Edison.
- Install metal fire rings with cooking grates in Section D permanent sites,
- Install picnic tables in Section D permanent sites
- Pave pathways on bathhouse grounds to create accessible pathways from the parking area to both bathing areas

Exhibit B
Long Term Improvements

- Campsite electrical upgrades including 30 amp and 50 amp facilities
- Remodel campground bathrooms to include shower facilities
- Install fire rings with cooking grates at all campground sections prioritized by most frequently used by guests.
- Install picnic tables at all campground sections prioritized by most frequently used by guests.

Exhibit C Daily Maintenance Schedule

Daily Maintenance:

- Clean and sanitize both bath houses including tubs, restrooms and showers.
- Clean and sanitize campground restrooms.
- Stock all paper dispensers.
- Check and clear any plugged drains, toilets and laves.
- Check interior and exterior lighting for operation.
- Check for and remove trip and other hazards in public access areas.
- Disconnect or turn off power to all unoccupied camp sites.
- Check hot tubs for correct chlorination and water flow.
- Check operation of domestic water system.

Monthly Maintenance:

- Add root inhibitor to main line sewers.
- Check all electrical outlet and connections at campsites.
- Clean, maintain and evaluate all campsite.
- Pressure wash or hose down exterior of buildings
- Clean windows inside and out
- Check electrical pedestals at campsites for damage.
- Water Jet all lateral sewer lines in bath houses.
- Check all structures inside and out for damage, i.e. Leaking roofs, broken windows, missing or damage siding.
- Check all main electrical panels for sign of bad connections or excessive heat at circuit breakers.

Exhibit D Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on Contractor’s letterhead certifying that Contractor has no employees.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Meeting Minutes

RECOMMENDED ACTION:

Clerk of the Board - Request Board approve the minutes of the regular Board of Supervisors meetings of July 6, 2021 and July 20, 2021, and the special Board of Supervisors meeting of July 20, 2021.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 7/20/2021
Final Approval - 7/20/2021



INYO COUNTY
FISH AND WILDLIFE COMMISSION
787 NORTH MAIN STREET STE 220
BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
JOHN FREDRICKSON
STEVE IVY
WARREN ALSUP
VACANT

ALTERNATE MEMBER
VACANT

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

July 15, 2021

Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93514

Dear Board:

At their May 20, 2021 meeting the Inyo Fish and Wildlife Commission considered and approved requesting the Board of Supervisors authorize the Commission to send a letter to the California Department of Fish and Wildlife concurring with the Department's policy to request local staff to attend the monthly meetings of the Inyo County Fish and Wildlife Commission to provide Department updates.

Attached is a draft of the letter the Commission would like considered.

The Commission is also requesting the Board of Supervisors send a similar letter.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Gunsolley".

Patricia Gunsolley, Secretary



INYO COUNTY
FISH AND WILDLIFE COMMISSION
787 NORTH MAIN STREET STE 220
BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
JOHN FREDRICKSON
STEVE IVY
WARRAN ALSUP
VACANT

ALTERNATE MEMBER
VACAMT

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

July 15, 2021

Mr. Russell Black
Fisheries Supervisor
California Department of Fish and Wildlife
Inland Deserts Region (6)
26229 Jefferson Ave.
Murrieta, CA 92562

Re: Staff Reports at Inyo County Fish and Wildlife Commission Meetings

Dear Mr. Black:

Inyo County is a strong supporter of the California Department of Fish and Wildlife. For years, local environmental scientists and hatchery personnel have attended Inyo Fish and Game Commission meetings to provide updates on Department activities that impact Inyo County. This invaluable reporting enables the Commission to meet its directive as an "Advisory Commission" to the Inyo County Board of Supervisors. The Commission has learned that the Department would like the Commission to invite fisheries staff to provide updates on regular activities which the Commission will accommodate.

By way of explaining how the Commission's agendas are managed, normally, fisheries staff have provided timely information under the reports section of the Meeting Agenda. If more County involvement is formally required, those issues are placed as a separate Agenda item. For projects and activities that the Commission is unaware of, it is incumbent upon your staff to notify the Commission so that any input is well-timed and cogent to the topic?

The Commission is supportive of the Department's managing information so that information is received in a timely manner and accurately reflects the Department's position. For projects under the purview of the County, the Commission will coordinate with local staff to provide information as appropriate.

The Commission thanks the Department for its willingness to work on fisheries issues that are important to provide the timely interchange of information to support and protect the fishing resources that are vital to Inyo County.

Sincerely,

Doug Brown, Chairperson

xc: Board of Supervisors

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

469 South Main Street
Bishop, CA 93514
(760) 872-5150
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



July 16, 2021

File No.: 825.15205.16631

RECEIVED

JUL 22 2021

Inyo County Administrator
Clerk of the Board

Inyo County Board of Supervisors
P O Drawer N
Independence, CA 93526

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. J. Lowther".

T. J. LOWTHER, Captain
Commander
Bishop Area

Enclosure



HAZARDOUS MATERIALS INCIDENT REPORT

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

DES CONTROL NUMBER 21-3814	COLLISION REPORT <input checked="" type="checkbox"/> Yes NUMBER 9825-2021-10087 <input type="checkbox"/> No
--------------------------------------	---

HAZMAT CASUALTIES	NO. EXPOSED/DECONNED	NO. INJURED	NO. KILLED	CITY	JUDICIAL DISTRICT	PHOTOGRAPHS BY
AGENCY PERSONNEL	0	0	0	Unincorporated	Bishop	<input checked="" type="checkbox"/> NONE
OTHERS	0	0	0	COUNTY	NCIC	HAZMAT PLACARDS DISPLAYED
				Inyo	9825	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
INCIDENT DATE (MM/DD/YYYY)	INCIDENT TIME	TIME CALTRANS/COUNTY ROADS NOTIFIED	TIME O.E.S. NOTIFIED	STATE HIGHWAY RELATED		
07/16/2021	1320 HOURS	1403 HOURS	1551 HOURS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

INCIDENT OCCURRED ON **US-395 S/B**

AT INTERSECTION WITH **.6 miles N/of Aberdeen Station Road**
 OR

MILEPOST INFORMATION

GPS COORDINATES
LATITUDE **37.008804°** LONGITUDE **-118.232433°**

NAME (FIRST, MIDDLE, LAST)	DRIVER'S LICENSE NUMBER	STATE	VEH. YEAR	MAKE	LICENSE NUMBER	STATE
Hafton Tadesse Kidane	VC674376	OH	2022	Kenworth	PWQ1442	OH
STREET ADDRESS	VEH. YEAR	MAKE	LICENSE NUMBER	STATE		
142 Sconset Circle	2013	HYTR	TRV4296	OH		
CITY/STATE/ZIP CODE	VEH. YEAR	MAKE	LICENSE NUMBER	STATE		
Reynoldsburg, OH, 43068						

HOME PHONE	BUSINESS PHONE	CARRIER NAME
(614) 897-8142	(937) 270-4471	Shousha Trucking, Inc.

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)

On-site fire services Chemtrec
 Private info source Poison Control Center
 Off-site fire services Safety Data Sheet
 On-site non-fire services Placards/Signs
 Off-site non-fire services Shipping papers
 Computer software Emergency Response Guidebook
 Chemist No reference material used
 Other Self

REGISTERED OWNER SAME AS DRIVER
Shousha Trucking, Inc.

OWNER'S ADDRESS SAME AS DRIVER
4599 Channing Lane, Dayton, OH, 45416

VEHICLE IDENTIFICATION NUMBER
1XKYDP9X4NJ47995/3H3V532C6DT038098

VEHICLE TYPE	CA NUMBER	DOT NUMBER
25	40	3470936

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
Diesel Fuel	1202	3	40 Gal	Outside vehicle	Liquid	Liquid

CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER
Vehicular fuel tank	100 Gal	Aluminum/Aluminum alloys	Above ground

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED

CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER

PROPERTY USE	SURROUNDING AREA	PROPERTY MANAGEMENT
State Highway	Open land	State

RELEASE FACTORS	EQUIPMENT TYPE INVOLVED	HAZMAT CONFIRMED
Collision/Overturn	Vehicle fuel system	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

CITATION ISSUED OR COMPLAINT TO BE FILED	PRIMARY CAUSE OF INCIDENT	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not determined	<input checked="" type="checkbox"/> Violation 22107 C.V.C.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<input type="checkbox"/> Other Code violation	DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT?
<input type="checkbox"/> Other cause	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WEATHER Clear

ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

Sequence of events Evacuation details Cleanup actions CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)
 Road closures Environmental impact Actions of other agencies

COMPLETE THE FOLLOWING

Incident Action Plan Site Safety Plan Proposition 65 Letters: County Health/County Board of Supervisors

DATE AND TIME SCENE DECLARED SAFE BY WHOM (NAME, TITLE AND AGENCY)

HOURS **Clint Weier, Caltrans Maintenance Area Superintendent - Mountain Region**

PREPARER'S NAME, RANK, AND ID NUMBER	DATE	REVIEWER'S NAME, RANK, AND ID NUMBER	DATE
B. Gardea, Sergeant, ID 16631	07/16/2021		