

Agenda

County of Inyo Board of Supervisors

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

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

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

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

June 19, 2012

9:00 a.m. INVOCATION by Supervisor Richard Cervantes

PLEDGE OF ALLEGIANCE

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

1. **PUBLIC COMMENT**
2. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
3. **INTRODUCTION** – Mr. Chris Wickham, Mosquito Program Manager in the Agricultural Department, will be introduced to the Board

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

4. **Emergency Services** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.
5. **Personnel** – Request Board ratify and approve the Contract between the County of Inyo and Gooch Consulting for the provision of executive recruitment services, for the period of June 5, 2012 through June 30, 2013, in an amount not to exceed \$15,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.

AGRICULTURAL COMMISSIONER

6. Request Board declare SCI Consulting Group a sole source provider of Mosquito Program assessment services and approve the Contract between the County of Inyo and SCI Consulting Group for the administration and levying of the 1998 Owens Valley Mosquito Abatement Program Assessment and 2005 Mosquito Control and Disease Prevention Assessment, for the period of July 1, 2012 through June 30, 2015, in an amount not to exceed \$37,500, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

PUBLIC WORKS

7. Request approval of the Lease between the County of Inyo and the City of Bishop for County office space located at 301 West Line Street, for the period of July 1, 2012 through June 30, 2013, including two one-year options to extend the Lease, at the rate of \$3,698.37 per month, contingent upon the Board's adoption of future budgets; authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; and authorize the Public Works Director to sign the one-year options to extend, contingent upon there being no change in the lease terms.
8. Request approval of Amendment No. 5 to the Contract between the County of Inyo and Nichols Consulting Engineers, Chtd. (NCE) for the Pavement Management Program, to extend the Contract to an ending date of June 30, 2013, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
9. Request approval of the Lease between the County of Inyo and Donald Christenson, M.D., for real property described as 380 N. Mt. Whitney Drive, Lone Pine, CA, for the period of July 1, 2012 through June 30, 2013, including two one-year options to extend, at the rate of \$2,663 per month, with a maximum 5% increase per year for each one-year option exercised by the County, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.
10. Request approval of the Lease between the County of Inyo and Connie and Michael Layne Trust for real property described as 162 Grove Street, Bishop, CA, for the period of July 1, 2012 through June 30, 2013, including two one-year options to extend, at the rate of \$5,700 with a 5% increase per year for each of the one-year option exercised by the County, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.

CLERK-RECORDER

11. **Elections** – Request Board issue an order accepting the Statement of All Votes Cast at the Presidential Primary Election held June 5, 2012 and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast.

PLANNING

12. Request Board approve Amendment No. 5 to the Contract between the County of Inyo and Geoscience Consultants, LLC, for the provision of volcanic hazard studies, to change the ending date of the Contract from June 30, 2012 to August 1, 2012, to change the date in Task 3 for the submission of the final paper regarding the Rhyolitic Study in the Greenwater Mountains from June 30, 2012 to August 1, 2012, to make the necessary wording changes to the schedule of fees (the changes do not increase the Contract compensation); and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

WATER DEPARTMENT

13. Request approval of the Contract between the County of Inyo and Ecosystem Sciences for the provision of Biological Resources Consulting services for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed \$205,232, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

14. **BOARD OF SUPERVISORS – Supervisor Marty Fortney** – Request Board appoint Mr. Ross Corner as the Fourth District Planning Commissioner, to complete an unexpired four-year term ending January 4, 2013. (Notice of vacancy resulted in one request for appointment being received from Mr. Corner.)

15. **PLANNING DEPARTMENT** – Request Board A) discuss with Staff the impending Inyo National Forest Plan Update/Revision, concur with the draft preliminary County priorities for the Update/Revision effort, and authorize the Chairperson to sign correspondence detailing the priorities; and B) declare Willdan Engineering a sole source provider of planning services and approve the Contract between the County of Inyo and Willdan Engineering for the provision of planning services for the period of July 1, 2012 through June 30, 2014, in an amount not to exceed \$50,000, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
16. **COUNTY COUNSEL – WATER DEPARTMENT** – Request approval of the Agreement between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of water/environmental Attorney services to the Water Department for the period of July 1, 2012 through June 30, 2013, at the rate of \$155 per hour of legal services except travel time which will be paid at \$50 per hour, in an amount not to exceed \$60,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign. *(4/5's vote required.)*
17. **COUNTY COUNSEL – PLANNING DEPARTMENT** – Request approval of the Agreement between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of legal services to the County related to the Yucca Mountain Repository Licensing Proceedings before the Nuclear Regulatory Commission, and related Court actions, for the period of July 1, 2012 through June 30, 2013, at the base rate of \$185 per hour, as further set forth in Attachment B, with travel time paid at \$50 per hour, in an amount not to exceed \$25,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign. *(4/5's vote required.)*
18. **COUNTY COUNSEL – COUNTY ADMINISTRATOR** – Request approval of the Agreement between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of water/environmental Attorney services to the County Administrator, for the period of July 1, 2012 through June 30, 2013, at the rate of \$155 per hour, with travel time paid at \$50 per hour, in an amount not to exceed \$30,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign. *(4/5's vote required.)*
19. **COUNTY ADMINISTRATOR – Advertising County Resources** – Request Board authorize final payments for completed Community Project Sponsorship Grant Projects as follows: to the Lone Pine Chamber of Commerce - \$2,500 for the Wild Wild West Marathon and \$1,000 for the Spring Jam Concert; and to the Bishop Area Chamber of Commerce & Visitors Bureau - \$1,750 for the 2012 Rainbow Days Trout Display and \$3,750 for the 2012 Blake Jones Trout Derby.
20. **COUNTY ADMINISTRATOR – ENVIRONMENTAL HEALTH** - Request discussion and direction to staff regarding amending the County Legislative Platform concerning laws and regulations governing public swimming pools.
21. **COUNTY ADMINISTRATOR - Budget** - Request your Board take the following actions: (A) adopt the Fiscal Year 2010-2011 Board Approved budget as the Preliminary Budget for Fiscal Year 2012-2013 and approve the fixed assets as recommended by staff *(4/5's vote required)*.
22. **CLERK OF THE BOARD** – Request approval of the minutes of the June 5, 2012 Board of Supervisors Meeting.

TIMED ITEMS (Items will not be considered before scheduled time)

- 11:30 a.m. 23. **AGRICULTURAL COMMISSIONER** - Request Board A) conduct a **PUBLIC HEARING** for the proposed continuation of the assessments for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment" in order to receive public input on the proposed continuation of the assessments, the proposed assessment budget for Fiscal year 2012/2013, the services and programs, the assessments fund, and any other issues related to the assessments; and B) approve a resolution approving the Engineer's Report, confirming the diagram and assessments for FY 2012-2013 for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment," and order the services and levy the assessments for FY 2012-2013 for both programs.
- 1:00 p.m. 24. **U.S. FOREST SERVICES** – Mr. Tony Tooke, Director of Ecosystem Management for the U.S. Forest Service will discuss with the Board of Supervisors the new Forest Planning Rule and its implementation on the Inyo National Forest and other issues of mutual interest.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

25. PUBLIC COMMENT

CLOSED SESSION

26. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(C)]** – Decision whether to initiate litigation (one case).
27. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriffs Association (DSA) - Negotiators: Labor Relations Administrator Sue Dishion, Information Services Director Brandon Shuits, and Planning Director Josh Hart.
28. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistants Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion.
29. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.
30. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director of Child Support Services Susanne Rizo, Chief Probation Officer Jeff Thomson.
31. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** – Instructions to Negotiators re: wages, salaries and benefits – Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) – Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.
32. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

REPORT ON CLOSED SESSION AS REQUIRED BY LAW

CORRESPONDENCE - INFORMATIONAL

33. **SHERIFF'S DEPARTMENT** – Sheriff and Jail Overtime Report for the month of May 2012.
34. **STATE OF CALIFORNIA** – Governor Brown's Proclamation call the General Election on Tuesday, November 6, 2012.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 4

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 19, 2012

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

SUMMARY DISCUSSION: - During your August 5, 2008 Board of Supervisors meeting your Board took action to continue the local emergency, which was a result of the Inyo Complex Oak Creek Mud Flows. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a week-to-week basis. The recommendation is that the emergency be continued until the permanent diversions are in place. LADWP has notified your Board that the completion of the project is expected for sometime this fall. Therefore, it is recommended that your Board continue the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: _____



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

5

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

FROM: County Administrator – Kevin Carunchio

FOR THE BOARD MEETING OF: June 19, 2012

SUBJECT: Contract for Executive Recruitment services

DEPARTMENTAL RECOMMENDATION:

Ratify the contract between the County of Inyo and Gooch Consulting for the provision of executive recruitment services, in an amount not to exceed \$15,000.00 for the period of June 5, 2012 through June 30, 2013, contingent on adoption of FY 12/13 budget and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Your Board has directed staff to initiate the recruitment to the fill the Public Works Director position. After a careful review of the current state and national hiring environment for executive level positions, it was determined that the use of a recruiter would greatly enhance the County's ability to interview and consider a competitive pool of candidates and ultimately find the "right" person for the position. In light of the current workload and the large number of complicated and important projects underway, it is imperative that we maximize our ability to find the best candidate for the County.

ALTERNATIVES:

Your Board could choose to not approve the contract and instead direct that the recruitment be done using the normal process. However, this is not recommended because the use of a recruiter would allow the County to maximize the recruitment efforts.

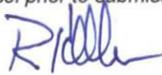
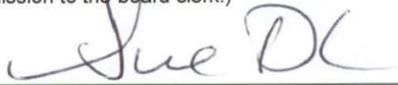
OTHER AGENCY INVOLVEMENT:

County Counsel, Personnel

FINANCING:

Funds are budgeted within the Personnel Budget to cover this contract. Budget Unit 010800

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date <u>6/8/12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ Date <u>6/8/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>6/12/12</u>

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

Kevin Carunchio

Date: 6/12/12

by Sue DL

AGREEMENT BETWEEN COUNTY OF INYO
AND Gooch Consulting
FOR THE PROVISION OF Recruitment **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the recruitment services of Gooch Consulting of Mammoth Lakes, CA (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 Kevin Carunchio, whose title is: County Administrator. 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, county, 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 June 5, 2012 to June 30, 2013 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 \$15,000 Dollars (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, attached hereto as Attachment C, 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 insure 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. 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.epls.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. 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 County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed 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.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against any and 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, or the failure of Contractor, or Contractor's agents, officers, or employees to comply with any of its obligations contained in this Agreement. 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 costs which is caused in whole or in part by any act or omission of the Contractor, 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.

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.

12. RECORDS AND AUDIT.

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

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, 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.

14. 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.

15. 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.

16. 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.

17. 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-four (24) below.

18. CONFIDENTIALITY.

Contractor 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.

19. 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.

20. 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.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter 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-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. 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.

25. 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	
Personnel Department	Department
P.O. Box 249	Street
Independence, CA 93526	City and State

Contractor:	
Gooch Consulting	Name
P.O. Box 969	Street
Mammoth Lakes, CA 93546	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Gooch Consulting
FOR THE PROVISION OF Recruitment SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Terese Gooch Ross
Signature

Dated: _____

TERESE GOOCH ROSS
Print of Type

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Gooch Consulting
FOR THE PROVISION OF Recruitment SERVICES**

TERM:

FROM: June 5, 2012

TO: June 30, 2013

SCOPE OF WORK:

Review and revise all necessary recruitment advertisements.
Review and recommend as necessary places where the advertisements should be posted.
Review and resumes with pre-selected County staff.
Conduct initial screening interviews with one or more county staff participating.
Make recommendations for follow-up staff and Board of Supervisors interviews.
Develop a basic interview plan.
Observe and participate in Board of Supervisor interviews.
Prepare appropriate post and interview documentation.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Gooch Consulting
FOR THE PROVISION OF Recruitment SERVICES**

TERM:

FROM: June 5, 2012 **TO:** June 30, 2013

SCHEDULE OF FEES:

\$110 per hour

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Gooch Consulting
FOR THE PROVISION OF Recruitment SERVICES**

TERM:

FROM: June 5, 2012

TO: June 30, 2013

Form W-9

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Gooch Consulting
FOR THE PROVISION OF Recruitment **SERVICES**

TERM:

FROM: June 5, 2012 **TO:** June 30, 2013

SEE ATTACHED INSURANCE PROVISIONS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

6

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

FROM: George L. Milovich, Agricultural Commissioner/Director of Weights and Measures

FOR THE BOARD MEETING OF: **June 19, 2012**

SUBJECT: Contract with SCI Consulting Group to Provide Benefit Assessment Engineering and Benefit Assessment Administration for the 1998 Owens Valley Mosquito Abatement Program Assessment and 2005 Mosquito Control and Disease Prevention Assessment

DEPARTMENTAL RECOMMENDATION:

1. Approve a three-year contract for the administration and levying of the 1998 Owens Valley Mosquito Abatement Program Assessment and 2005 Mosquito Control and Disease Prevention Assessment with SCI Consulting Group for the period of Fiscal Years 2012-2013, 2013-2014 and 2014-2015, in an amount not to exceed \$37,500.00 contingent upon the Board's approval of future budgets, and;
2. Authorize the Chairperson to sign the Contract contingent upon the appropriate signatures being obtained.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

As your Board is aware, SCI Consulting Group was awarded the past Inyo County contract, which encompassed the prior three fiscal years, for the administration and levying of the 1998 Owens Valley Mosquito Abatement Program Assessment and 2005 Mosquito Control and Disease Prevention Assessment, SCI Consulting Group has provided these services consistently and concisely.

For your Board's information, the Agricultural Commissioner's office, which administers the Owens Valley Mosquito Abatement Program, solicited a Request for Proposals (RFP) in the past for the benefit assessment engineering and benefit assessment administration for the 1998 Owens Valley Mosquito Abatement Program Assessment and 2005 Mosquito Control and Disease Prevention Assessment. We request our continuation of our contract with SCI Consulting Group on a sole source basis due to the fact that they provide a concise and complete response, have demonstrated competence and have the professional qualifications necessary for the satisfactory performance of the services requested for the administration and levying of the two mosquito abatement assessments.

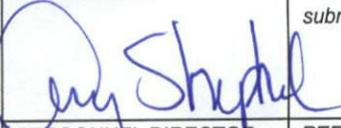
ALTERNATIVES:

1. Your Board could choose not to enter into this contract and direct the Agricultural Commissioner's office to re-solicit bids for the levying and administration of the two mosquito abatement assessments.
2. Your Board could deny the award of this contract and direct the Agricultural Commissioner's office to perform these duties, however this is not recommended as this is an involved and cumbersome process that this department does not have adequate staff to dedicate to this process.

OTHER AGENCY INVOLVEMENT:

FINANCING:

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, *requested in FY 2012/2013 Budget.*

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/6/2012</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/6/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- There is only one known source because:
 - This is a sole provider of a licensed, copyrighted, or patented good or service.
 - This is a sole provider of items compatible with existing equipment or systems.
 - This is a sole provider of factory-authorized warranty service.
 - This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.	
DEPARTMENT CONTACT PERSON & TITLE George Milovich, Agricultural Commissioner	
DEPARTMENT NAME AgComm	PHONE 760-873-7860
REQUESTED SUPPLIER/CONSULTANT NAME SCI Consulting Group	SUPPLIER CONTACT PERSON Mary Shilts
SUPPLIER ADDRESS 4745 Mangels Blvd Fairfield, CA 94534	SUPPLIER CONTACT'S PHONE NUMBER 707-430-4300

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements.



Signature of Requestor

5/31/12

Date

President/CEO Approval

Date

**AGREEMENT BETWEEN COUNTY OF INYO
AND SCI Consulting Group
FOR THE PROVISION OF Consulting & Engineering of Work & Levy Administration SERVICES**

INTRODUCTION

WHEREAS the County of Inyo (hereinafter referred to as "County") may have the need for the ~~the~~ ^{CONSULTING & ENGINEERING} ~~OF WORKS & LEVY ADMINISTRATION~~ services of SCI Consulting Group of Fairfield, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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 George L. Milovich, whose title is Agricultural Commissioner. 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, county, 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 July 1, 2012 to June 30, 2015 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 \$37,500.00 Dollars (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, attached hereto as Attachment C, 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 insure 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. 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.epls.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. 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 County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed 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.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against any and 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, or the failure of Contractor, or Contractor's agents, officers, or employees to comply with any of its obligations contained in this Agreement. 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 costs which is caused in whole or in part by any act or omission of the Contractor, 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.

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.

12. RECORDS AND AUDIT.

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

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, 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.

14. 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.

15. 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.

16. 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.

17. 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-four (24) below.

18. CONFIDENTIALITY.

Contractor 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.

19. 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.

20. 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.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter 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-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. 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.

25. 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	
Agriculture Department/OVMAP	Department
207 West South Street	Street
Bishop, CA 93514	City and State

Contractor:	
SCI Consulting Group	Name
4745 Mangels Blvd.	Street
Fairfield, CA 94534	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND SCI Consulting Group
FOR THE PROVISION OF Consulting & Engineering of Work & Levy Administration **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Print or Type

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

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 SCI Consulting Group
FOR THE PROVISION OF Consulting & Engineering of Work & Levy Administration SERVICES**

TERM:

FROM: July 1, 2012

TO: June 30, 2015

SCOPE OF WORK:

- * Initial planning, property research and assistance with preparation of improvement/service plans and budgets.
- * Acquisition of current property data from the County Assessor, other real property information vendors and title companies, comparison of the Assessor data with other property data sources and data accuracy validation services.
- * Maximizing Assessment revenues and accuracy with custom, hands-on identification of all parcels within the boundaries of each Assessment and determination of the updated and current property characteristics for each parcel within the Assessments boundaries.
- * Maximizing assessment revenues and accuracy by using advanced Geographical Information System (GIS) software and current parcel layers to confirm that all parcels are included within the assessment rolls.
- * Maximizing Assessment revenues through comprehensive research and confirmation of all levies on a parcel-by-parcel basis.
- * Periodic meetings and conferences with District staff to review findings, property base, budgets, and other relevant items.
- * Preparation of the annual Engineer's Reports for the Assessments. These reports will meet all legal requirements and will provide continued justification for the levies, budgets for levy expenditures by expenditure type, and specific levies for each parcel.
- * Monitoring and analysis of all legal developments and court decisions that may impact the assessments. As appropriate, revisions or upgrades the assessments and Engineer's Reports to improve legal compliance and/or in response to legal developments.
- * Preparation of legal notices, resolutions, staff reports and District Board review items.
- * Acquisition of the final lien date Tax Collector's property roll for all parcels to be included on the tax roll for the upcoming fiscal year.
- * Each year, a full second round of research, identification and validation of all new and existing parcels within the boundaries of each Assessment to conform to the final Tax Collector's parcel roll for all parcels to be included on the upcoming fiscal year tax rolls.
- * A full second round of identification of all parcels for which the property characteristics have changed (such as newly developed properties).
- * Each year, a full second round of recalculation and confirmation of the final upcoming fiscal year's Assessment amount for every parcel within the boundaries of each Assessment.
- * Submittal of the final Assessment rolls to the County Auditor/Tax Collector and verification of the final Assessment amounts for each parcel to be included on tax bills.
- * Levy collection reports and confirmation of the accuracy of the Auditor's Tax Roll for each levy.
- * Directly responding on our toll-free taxpayer assistance line to property owner inquiries year round regarding the assessments for their property, the basis for the assessments, the services funded or other questions.
- * Providing a program developed specifically for the District that provides easy access and reporting of special Assessment and property information.
- * Assistance with the administration and collection of the Assessment revenues.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND SCI Consulting Group
FOR THE PROVISION OF Consulting & Engineering of Work & Levy Administration SERVICES**

TERM:

FROM: July 1, 2012

TO: June 30, 2015

SCHEDULE OF FEES:

1. For Fiscal Year 2012-2013 the total compensation for the Scope of Work shall be \$5,750 for Assessment District No.1 and \$5,750 for Assessment District No. 2 payable as follows.

i. Assessment 1

- a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 1, the sum of \$2,875 shall be due.
- b. A fee of \$2,875 shall be due on February 1, 2013.

ii. Assessment 2

- a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 2, the sum of \$2,875 shall be due.
- b. A fee of \$2,875 shall be due on February 1, 2013.

2. For Fiscal Year 2013-2014 the total compensation for the Scope of Work shall be \$5,750 for Assessment District No.1 and \$5,750 for Assessment District No. 2 payable as follows.

i. Assessment 1

- a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 1, the sum of \$2,875 shall be due.
- b. A fee of \$2,875 shall be due on February 1, 2014.

ii. Assessment 2

- a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 2, the sum of \$2,875 shall be due.
- b. A fee of \$2,875 shall be due on February 1, 2014.

3. For Fiscal Year 2014-2015 the total compensation for the Scope of Work shall be \$5,750 for Assessment District No.1 and \$5,750 for Assessment District No. 2 payable as follows.

i. Assessment 1

- a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 1, the sum of \$2,875 shall be due.
- b. A fee of \$2,875 shall be due on February 1, 2015.

ii. Assessment 2

- a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 2, the sum of \$2,875 shall be due.
- b. A fee of \$2,875 shall be due on February 1, 2015.

b. Payments shall be due and payable upon submission of an invoice for each portion of the work completed.

c. The scope of services includes two meetings with the District. Any additional meetings shall be billed at the rate of \$450 per person per meeting.

d. Notwithstanding paragraph 3.B., incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the scope of work shall be reimbursed at actual cost by the District with total cost not to exceed \$1,000 per year, without prior authorization from the District.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND SCI Consulting Group
FOR THE PROVISION OF Consulting & Engineering of Work & Levy Administration SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2015

Form W-9

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

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND SCI Consulting Group
FOR THE PROVISION OF Consulting & Engineering of Work & Levy Administration SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2015

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 or claim.

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 contractor.

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and 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 23 37 forms if later revisions used).

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 effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

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

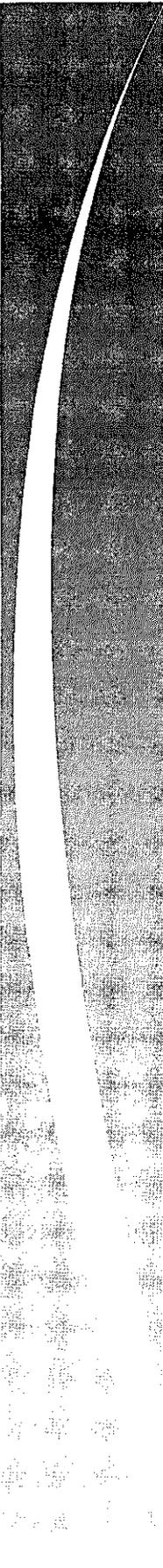
Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to 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.



PROPOSAL FOR THE

**OWENS VALLEY MOSQUITO ABATEMENT
PROGRAM**

TO PROVIDE

**PROFESSIONAL CONSULTING, ENGINEER OF
WORK AND LEVY ADMINISTRATION**

FOR THE

MOSQUITO ABATEMENT PROGRAM ASSESSMENT

AND THE

**MOSQUITO CONTROL AND DISEASE PREVENTION
ASSESSMENT**

FEBRUARY 2012

SUBMITTED BY

SCI Consulting Group
4745 MANGELS BOULEVARD
FAIRFIELD, CA 94534
PHONE 707.430.4300
FAX 707.430.4319
www.sci-cg.com

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ConsultingGroup

4745 Mangels Boulevard • Fairfield, California 94534 • Tel: 707.430.4300 • Fax: 707.430.4319

Thursday, March 13, 2012

George Milovich
Owens Valley Mosquito Abatement Program
207 W. South Street
Bishop, CA 93514

Re: Proposal for providing Professional Consulting, Engineer of Work and Levy Administration Services

Dear Mr. Milovich,

SCIConsultingGroup ("SCI") is pleased to submit, for your review, the enclosed proposal and services agreement to serve as the Engineer of Work to provide professional consulting and levy administration services for the the District's two benefit assessments: the Mosquito Abatement Program Assessment and the Mosquito Control and Disease Prevention Assessment.

The scope of services within this proposal includes all tasks required for the year-round administration of the assessments, as well as other value-added services.

Several recent court decisions have provided important legal guidance for benefit assessments and Proposition 218 and other important cases that may impact District assessments are currently in process. An important additional service and capability SCI will provide is comprehensive monitoring and analysis of legal developments and cases that may affect the assessments. We will provide our professional expertise and the ongoing relationships we have with most of the leading Proposition 218 specialized attorneys throughout the State to review and, if necessary, update the Engineer's Report and assessment methodology to be responsive to recent legal direction and court decisions for benefit assessments.

Enclosed are two copies of the Agreement. If the Agreement meets with your approval, please sign and return one copy to us and retain the second copy for your records.

Sincerely,

John W. Bliss, P.E.
Senior Engineer

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PROJECT UNDERSTANDING

SCI Consulting Group ("SCI") is pleased to offer our professional consulting, engineering and levy administration services to the District's two benefit assessments: the Mosquito Abatement Program Assessment and the Mosquito Control and Disease Prevention Assessment. SCI understands that the assessment revenues need to be annually reauthorized and collected in a manner that is legally compliant, accurate and efficient. We also have witnessed that if such assessment administration services are not performed with a comprehensive, intensive and professional approach that includes annually identifying every parcel that should be subject to the assessments and recalculating and verifying the specific amount of assessment for each parcel in the Assessments, the assessment revenues received by the District will not be maximized.

Specifically, our annual scope of services, which will maximize the revenues from the assessments, minimize the District's time and resources needed, and maximize the legal defensibility of the assessments, will include:

- o Initial planning, property research and assistance with preparation of improvement/service plans and budgets.
- o Acquisition of current property data from the County Assessor, other real property information vendors and title companies, comparison of the Assessor data with other property data sources and data accuracy validation services.
- o Maximizing assessment revenues and accuracy with custom, hands-on identification of all parcels within the boundaries of each Assessment and determination of the updated and current property characteristics for each parcel within the Assessments boundaries.
- o Maximizing assessment revenues and accuracy by using advanced Geographical Information System (GIS) software and current parcel layers to confirm that all parcels are included within the assessment rolls.

- o Maximizing assessment revenues through comprehensive research and confirmation of all levies on a parcel-by-parcel basis. These services have proven to maximize revenues for every public agency for which we have provided levy administration services.
- o Minimizing District time and resources by handling most tasks related to the administration and collection of the assessments.
- o Periodic meetings and conferences with District staff to review findings, property base, budgets, and other relevant items.
- o Preparation of the annual Engineer's Reports for the Assessments. These reports will meet all legal requirements and will provide continued justification for the levies, budgets for levy expenditures by expenditure type, and specific levies for each parcel.
- o Monitoring and analysis of all legal developments and court decisions that may impact the assessments. As appropriate, revisions or upgrades the assessments and Engineer's Reports to improve legal compliance and/or in response to legal developments.
- o Preparation of legal notices, resolutions, staff reports and District Board review items.
- o Acquisition of the final lien date Tax Collector's property roll for all parcels to be included on the tax roll for the upcoming fiscal year.
- o Each year, a full second round of research, identification and validation of all new and existing parcels within the boundaries of each Assessment to conform to the final Tax Collector's parcel roll for all parcels to be included on the upcoming fiscal year tax rolls.
- o A full second round of identification of all parcels for which the property characteristics have changed (such as newly developed properties).
- o Each year, a full second round of recalculation and confirmation of the final upcoming fiscal year's assessment amount for every parcel within the boundaries of each Assessment.
- o Submittal of the final assessment rolls to the County Auditor/Tax Collector and verification of the final

assessment amounts for each parcel to be included on tax bills.

- o Levy collection reports and confirmation of the accuracy of the Auditor's Tax Roll for each levy.
- o Directly responding on our toll-free taxpayer assistance line to property owner inquiries year round regarding the assessments for their property, the basis for the assessments, the services funded or other questions.
- o Providing a program developed specifically for the District that provides easy access and reporting of special assessment and property information.
- o Assistance with the administration and collection of the assessment revenues.

SCOPE OF WORK

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and assessment levy administrator for the Owens Valley Mosquito Abatement Program.

OVERVIEW OF THE SCOPE OF WORK

This Section shall serve to highlight our approach towards levy administration services and other value added services included within this Proposal.

First, it is important to note that the annual continuance of the assessments is not automatic and involves essential **technical, procedural** elements and **legal** requirements each year - including the crucial requirement that an Engineer's Report justifying the assessments be authored annually by a highly qualified professional engineer registered in the State of California. John Bliss, the Vice President of SCI and a registered professional engineer with a Master's degree in civil engineering, will author and will sign as the responsible assessment engineer for the District's assessments. Mr. Bliss's expertise is clearly unmatched, as he has authored more new agency wide post-218 benefit assessments than any other engineer in the State. His professional expertise, combined with the 27 year expertise of SCI and its professional staff will provide a very important foundation for the continued successful collection of the assessments.

One of the service elements that distinguishes SCI is our comprehensive approach for levy preparation. On a twice-yearly basis, we recalculate and confirm all of the District's assessments on a parcel-by-parcel basis for all properties within the assessment. SCI has developed over fifty unique levy validation/checking queries that we run on each parcel. This approach, while more time consuming than simply relying on Assessor property characteristics and previous levy amounts has consistently proven to result in more accurate levies and higher overall assessment revenues.

The starting point for calculating and confirming the parcel levies for all parcels within the levy district is the current County Assessor's data. However, we do not simply rely on the County Assessor data alone. Rather, we utilize the County data as the initial basis for establishing the property information and parcel listings for property that will be subject to the assessments. As a next step, we acquire, compare and incorporate additional data and property information from other real property vendors, title company information vendors and other sources. More importantly, we extend and enhance this external property data with our internal proprietary State-wide parcel attribute and ownership data sets, including over ten years of parcel maps and historical parcel information.

The second foundation block for accurate assessment levies is the identification and verification of every parcel that should be included in the District's assessment rolls. SCI has consistently found that the County Assessor's data often contains inaccurate information to identify parcels and property characteristics. Consequently, our approach begins with the County Assessor and State Board of Equalization information regarding parcels within the Assessment's boundaries. However, we extend, enhance and confirm this information with several layers of other verification and parcel identification approaches. These approaches, which have consistently been proven to identify other parcels that should be included in the assessment rolls, include using updated and historical parcel maps, GIS layers and a comprehensive parcel-by-parcel research to identify all "child" parcels that were created from a source "parent" parcel after a subdivision or parcel reconfiguration.

Only after a comprehensive evaluation and confirmation of data from multiple sources will we begin calculating and confirming assessment levies. This multi-source approach has proven to maximize the annual benefit assessment proceeds by uncovering inaccuracies and outdated information.

After we have carefully identified and verified each parcel that should be included in the assessments and have calculated and determined the levies for each parcel, we

will compare our calculated levies for each parcel with the previous year's levy rolls. Every discrepancy and variance with the historical levy data will be researched and confirmed. After this comprehensive research and assessment rate determination work is completed, SCI will develop reports listing each parcel with their upcoming year's assessment amounts.

Furthermore, our proposed scope of services includes periodic on-site meetings, preparation of notices and resolutions, periodic reports for levy submittals and collections, in person attendance at public meetings and the hearing, and taxpayer point of contact services via a toll-free phone number.

QUALIFICATIONS AND EXPERTISE

ABOUT SCI CONSULTING GROUP

SCI provides a broad range of planning, research, engineering, special district administration, revenue measure formation and financing services for local agencies. experts has the expertise to assist in every phase of the assessment administration process, including inception, research and analysis, evaluation of assessment factors, documentation of findings, development of tax reports to meet all current legal requirements for annual assessment continuation, identification of all parcels that should be assessed, calculation and verification of the specific assessment amount for each parcel and levy collection and verification.



With 27 years of benefit assessment, special tax, civil engineering and planning experience, SCI also offers extensive expertise with the important legal and procedural issues involving benefit assessments, special taxes and fees. The principals at SCI are acknowledged experts on benefit assessments, special taxes and fees and were involved with the cleanup legislation for Proposition 218.

In addition, SCI is a frequent presenter and columnist on ballot proceedings and special tax elections for the American Public Works Association, League of California Cities, California Special Districts Association, California Fire Chiefs Association, California Stormwater Quality Association, Coalition for Adequate School Housing, California Parks and Recreation Society, Mosquito and Vector Control Association of California, Institute for Local Self Government, California Association of Public Information Officers, Floodplain Management Association, Bay Area Open Space Coalition, California Conference of Directors of Environmental Health and other organizations.

ABOUT SCI SERVICES

SCI has been effectively serving the needs of public agencies, non-profits and private organizations for over 27 years. Our commitment to quality services is attested by the satisfaction of our clients, the long-term relationships we have developed, and that most of our new business comes through word-of-mouth from current clients.

Following is a summary of our services:

REVENUE MEASURES

- o Assessment District Formation / Ballot Proceedings
- o Property Related Fee Determination / Ballot Proceedings
- o Mello-Roos Community Facilities District Formation / Ballot Proceedings
- o Parcel Tax / Special Tax Measures

OPINION RESEARCH AND REVENUE MEASURE FEASIBILITY ANALYSIS

SPECIAL TAX / ASSESSMENT LEVY ADMINISTRATION SERVICES

PUBLIC FINANCE PROGRAMS AND ALTERNATIVES

- o LAFCo Annexations and New District Formations
- o Compliance with Proposition 218
- o Continuing Disclosure & Dissemination Services
- o Administrative Systems and Custom Software Solutions
- o Parcel Audits and Tax Base Certification

PLANNING SERVICES

- o School Facility Fee Justification Reports (Level 1)
- o School Facility Needs Analysis (Level 2)
- o Developer Fee Nexus Studies
- o Developer Negotiations and Full Mitigation Fees
- o Facilities Master Plans
- o Financing Plans
- o Attendance Boundary Studies
- o Demographic Studies
- o Quimby Land Dedication and In-Lieu Fee Studies

- o Cost of Service Analysis and Fee Justification
- o Utility Rate Studies
- o Land Planning and Real Estate Services

For more information, please visit www.sci-cg.com

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made on _____, 2012, between the Owens Valley Mosquito Abatement Program, a public agency, ("District") and SCI Consulting Group ("Consultant" or "SCI"), a California Corporation, who agree as follows:

1. **Scope of Work.** Consultant shall perform the work and render the services described in the attached Exhibit A and incorporated herein (the "Work"). Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.
2. **Payment.**
 - a. In exchange for the Work, District shall pay to Consultant a fee for completed phases of Work as described in Exhibit B. The total fee for the Work shall not exceed amounts set forth in Exhibit B. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by District. Consultant's fee shall include all of Consultant's costs and expenses related to the Work.
 - b. At the completion of each phase of Work, Consultant shall submit to District an invoice for the Work performed during the preceding month. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.
3. **Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.
4. **Conflict of Interest.** Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) in the performance of the Work under this Agreement no person having any such interest shall perform any portion of the Work.

10. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
11. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.
12. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
13. **Default.** In the event that Consultant defaults in the obligations of Consultant under this Agreement, or Consultant defaults in the performance of the terms and conditions of this Agreement, District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a.) enforce performance of the Agreement by Consultant; or b.) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by Consultant through the date of the termination.

14. Cancellation. District or Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for all Work performed by Consultant through the date of the notification of cancellation.

15. Attorney's Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

16. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

Public Agency:

George Milovich
Owens Valley Mosquito
Abatement Program
207 W. South Street
Bishop, CA 93514

Consultant:

Gerard van Steyn, President
SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided above.

Accepted:

George Milovich
Agricultural Commissioner

Date

Accepted:

Gerard van Steyn
President
SCI Consulting Group

Date

EXHIBIT A -WORK TASKS

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and assessment levy administrator for Owens Valley Mosquito Abatement Program.

Definitions

District: Owens Valley Mosquito Abatement Program, staff and Trustees.

Assessments: The Mosquito Abatement Program Assessment and the Mosquito Control and Disease Prevention Assessment

SCI or Consultant: SCI Consulting Group, and any and all employees and subcontractors.

Administration: Services related to the determination, levy and collection of tax or assessment revenues.

TASK 1 - CONFIRMATION OF ASSESSABLE PARCELS AND LEVY CALCULATION

1. Meet with District staff, District Board, legal counsel and other individuals as needed to establish timeline, assist with development of budgets, review assessment data, and accomplish other tasks related to administration of the Assessments.
2. Utilize SCI's statewide data, including current parcel attributes and historical information for every parcel in the District.
3. Obtain current assessor data from the County Assessor and other sources for all parcels within the District and merge with SCI's internal parcel data.
4. Perform a comprehensive audit to identify each parcel that is physically located within the boundaries of the Assessments. Research and reconcile any parcels that we find to be within the District's boundary, but to be inaccurately identified by the County Assessor.
5. Create a complete and highly accurate database including every parcel in the boundaries of the Assessment Districts; including the parcel attributes necessary for calculating the Assessments.
6. Determine the number of parcels in each land use category.

7. SCI maintains complete files of Assessor Parcel Maps for all parcels in the District. Obtain recently updated or revised maps as necessary. Utilize the maps to confirm current parcel attributes and research newly created parcels.
8. Meet with or contact District staff and contact property owners, County Assessor staff and other parties as needed to obtain information or verify Assessments.
9. Research and obtain all property characteristics that are needed to properly calculate the correct assessment amount, including location, property type and land area.
10. Update and maintain a database for each parcel within the Assessments. The data for each parcel will include the owner name(s), site address, property values, parcel number, assessment factors, assessment amount, mailing address, site address, parcel type, notes and other useful or relevant data.
11. On a parcel-by-parcel basis, calculate the specific assessment amount for each parcel.
12. Obtain the assessment files for the previous fiscal year and structure this historical levy submittal data so it can be used to help compare and analyze the Assessments. Reconcile the assessment data for last year with the District's assessment collections to confirm the accuracy of the data.
13. Research changes in property data, property usage, property valuations and assessment changes from the previous year for all parcels within the District. Flag all parcels that require property research to determine the appropriate assessment.
14. Research all flagged parcels as well as those parcels or areas designated by District staff as requiring further research.
15. Research or field-check those properties that are flagged for research and for which additional information is needed.
16. Obtain current fiscal year cost information from the District to use as a basis for the cost estimate in the Engineer's Reports and for the budget and cost estimate for each zone of benefit.
17. Project costs based on prior year estimates, actual costs, new or modified services and improvements and other factors. Establish budgets for the Assessments based on information provided by the District.
18. Review the budgets and cost estimates with the District and finalize the budgets after incorporating District input.

19. Using the established assessments methodologies, allocate the estimated cost of services, improvements and expenses to all assessed parcels within the boundaries of each zone of benefit within the assessment districts.
20. Run custom-developed queries on the Assessment Rolls to verify and check assessment accuracy for all parcels.
21. Prepare the preliminary Assessment Rolls for the Assessment Districts.

TASK 2 - ENGINEER'S REPORTS

1. Work with District's legal counsel to review the Assessment Districts' compliance with the recent court decisions such as Silicon Valley Taxpayers Association v. Santa Clara County Open Space Authority, Dahms v. City of Pomona, and Greene v. Marin County Flood Control and Water Conservation District. SCI anticipates that the District's assessments are fully compliant with these decisions and the requirements of Proposition 218. However, this additional review may result in some revisions and upgrades to the findings and determinations in the Engineer's Reports to more fully comply with recent court decisions and legal requirements for benefit assessments.
2. Carefully evaluate the previous Engineer's Reports for the Assessment Districts. Make recommendations for upgrades to improve compliance with Proposition 218 and other legal requirements. Review proposed upgrades with District, District Counsel and other parties and incorporate comments as appropriate.
3. Prepare comprehensive draft Engineer's Reports for the Assessment Districts including historical information, the basis of the assessments, the methods of levy, the revenues raised and uses of the funds and the assessment amount for each parcel. The Engineer's Reports will be prepared by John Bliss, a licensed professional engineer certified in the State of California possessing unmatched expertise with post Proposition 218 benefit assessments for similar mosquito/vector control services/improvements. The Engineer's Reports will fully comply with the provisions of the Government Code, the Health and Safety Code, Proposition 218, Articles XIIIIC and XIIID of the California Constitution and other relevant code sections.
4. Provide draft copies of the Engineer's Reports to the District and review the draft Reports with the District and legal counsel.
5. As necessary, incorporate comments and suggestions.

6. File the final Engineer's Reports with the District.
7. Prepare any needed resolutions and staff reports for the Assessments.
8. Prepare and assist with the publication of any notices for the continuation of the Assessments.
9. Attend District Board meetings, including those at which the Engineer's Reports are approved and the public hearing is held.
10. Present the Assessment Rolls to District Board, summarize the assessment methodologies, answer all questions raised and assist in finalizing the project for Board approval.

QUALITY CONTROL AND LEVY RE-VERIFICATION

1. After the close of each fiscal year on June 30, obtain the final lien-date Assessor and Tax Roll from the County.
2. Identify all parcels that are in the Assessment districts and subject to the Assessments. Create new Parcel Rolls based upon the final County lien roll data.
3. Identify all new or changed parcels that may require an updated or new assessment calculation.
4. Utilize other real property data information services to obtain additional property information, and to verify and confirm Assessments.
5. Research and update all property characteristics that may affect the assessment amounts for each parcel.
6. Recalculate the final Assessments on a parcel-by-parcel basis.
7. Perform all additional parcel research as necessary.
8. Compare the assessment amount calculated for each parcel with the Assessment Rolls for the previous fiscal year and re-verify Assessments for all parcels for which the assessment amount has changed.
9. Prepare reports of parcels with usecode changes from the previous fiscal year to the current fiscal year, and verify the Assessments for such parcels.
10. Prepare reports of new and deleted parcels from the previous fiscal year to the current fiscal year, and verify the Assessments for new parcels.
11. Finalize the Assessment Rolls, other documents and supporting materials for the Assessments.
12. After the Assessments and supporting documents have been finalized, another special levy administrator at SCI will perform a comprehensive peer review of all assessment calculations, all documentation and reports

and the project schedule and deliverables. Any questions or issues raised are fully researched and resolved.

13. Next, a manager at SCI will perform another full review and quality assurance audit of each assessment district to ensure the highest level of accuracy and that all documents and materials needed for collection of the Assessments are in proper order.
14. After all reviews have been performed and all questions resolved, prepare the final Assessment Rolls listing parcel number, owner name, property address, and assessment amount for each Assessor Parcel within the Assessment Districts. Print Assessment Rolls sorted by Assessor Parcel Number and owner's name.

DISTRICT INFORMATION, LEVY CONFIRMATION AND DELINQUENCY MONITORING

1. Develop and make available to the District an Internet based website or computer program that will allow District staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.
2. Meet Inyo County assessments roll submission requirements and perform tasks needed to submit the assessment levies.
3. File approved Assessment Rolls with the County Auditor for inclusion of Assessments on current fiscal year tax bills.
4. Verify and validate Auditor's levy data prior to the printing of tax bills.

MANUAL BILLING FOR CERTAIN PROPERTIES (IF REQUESTED)

1. For any parcels that cannot be collected on County tax bills, prepare a listing of property owners, addresses, property information, current assessment amount and delinquent Assessments.
2. Directly invoice any such property owners for the assessment amounts due for their property.
3. Record payments received in a payment tracking database.
4. Assist the District with collection of delinquent Assessments from these properties.
5. Produce periodic reports for the District of bills paid and those still outstanding.

RESPONDING TO PUBLIC INQUIRIES AND APPEALS

1. Provide the County Auditor/Tax Collector and the District with our toll-free 800 phone lines so property

owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise, a review of specific levies, description of procedures and any other issues.

2. Provide the County Auditor/Tax Collector with our web site address to be used as another resource for property owner inquiries and information dissemination.
3. Provide the County Auditor/Tax Collector with a summary and overview of the Assessments and each zone of benefit for Auditor/Tax Collector staff use.
4. Directly and promptly respond to any property owner, staff or other agency inquiries on our toll free assessment assistance phone lines reached by the number: (800) 273-5167.
5. Throughout the fiscal year, research and, if necessary, revise any Assessments which property owners consider to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are very minimal, if at all.)
6. If any property owners appeal the Assessments for their property, SCI shall investigate the assessment amount and basis for appeal and shall make a recommendation and finding for the District. In the event that the District finds that the Assessments or assessment rate should be adjusted, SCI will adjust the Assessments according to the District's final determination. (Such appeals are very rare.)
7. For any property owner appeals, SCI will coordinate with the District and property owners as appropriate.

DEFENSE AND SUPPORT OF THE ASSESSMENTS

1. Provide a full response, support of the assessments and basis for the assessments to any person who questions the assessments or the legal basis for the assessments.
2. Provide a full response to any questions or issues raised about the assessments.
3. In the event of any legal challenge or petition against the assessments, provide any and all professional, assessment engineering and technical support and defense of the assessments. If such services are required, they would be provided in close collaboration with the District.

ADDITIONAL SERVICES INCLUDED

1. Computer services to convert and compile Assessor data into database format and computer services to format and submit levy data for the County Auditor.
2. Duplication of up to 10 copies of the Engineer's Reports.
3. Computer services to convert assessment data into format required by the County Auditor.

DELIVERABLES

1. Updated Assessment Boundary Diagrams and maps, as needed.
2. A review of the cost estimates, budgets and proposed services and improvements for the upcoming fiscal year.
3. Important updates and enhancements to the assessment justification and Engineer's Reports to address recent Proposition 218 and legal developments.
4. Preliminary Assessment Rolls and Engineer's Reports.
5. Final Assessment Rolls and Engineer's Reports.
6. Resolutions, notices, draft staff reports and other supporting documents for the continuation of the Assessments.
7. Assistance with the public meetings and hearings for the continuation of the Assessments.
8. Final Assessment Rolls.
9. Forms and certifications required by the County Auditor/Tax Collector.
10. An electronic copy of the assessment data submitted to the County Auditor/Tax Collector.
11. Confirmation of the final Assessments prior to the issuance of tax bills.
12. A report confirming the final assessment levy amounts.
13. Toll free taxpayer assistance telephone number to be provided to the District, the County Auditor and Tax Collector.
14. Prompt and direct response to taxpayer questions throughout the term of this proposal.
15. Summary information about the Assessments, District and services funded, to be provided to the County Auditor and Tax Collector.
16. Periodic reports to the District regarding the Assessments, assessment collections and other developments that may affect the Assessments.

EXHIBIT B - FEE SCHEDULE / MANNER OF PAYMENT

In consideration for the performance of the Scope of Work, Engineer shall be compensated as follows:

1. For Fiscal Year 2012-13 the total compensation for the Scope of Work shall be \$5,750 for Assessment District No.1 and \$5,750 for Assessment District No. 2, payable as follows:
 - i. Assessment 1
 - a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 1, the sum of \$2,875 shall be due.
 - b. A fee of \$2,875 shall be due on February 1, 2013.
 - ii. Assessment 2
 - a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 2, the sum of \$2,875 shall be due.
 - b. A fee of \$2,875 shall be due on February 1, 2013.
2. For Fiscal Year 2013-14 the total compensation for the Scope of Work shall be \$5,750 for Assessment District No.1 and \$5,750 for Assessment District No. 2, payable as follows:
 - i. Assessment 1
 - a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 1, the sum of \$2,875 shall be due.
 - b. A fee of \$2,875 shall be due on February 1, 2014.
 - ii. Assessment 2
 - a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 2, the sum of \$2,875 shall be due.
 - b. A fee of \$2,875 shall be due on February 1, 2014.

3. For Fiscal Year 2014-15 the total compensation for the Scope of Work shall be \$5,750 for Assessment District No.1 and \$5,750 for Assessment District No. 2, payable as follows:

i. Assessment 1

a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 1, the sum of \$2,875 shall be due.

b. A fee of \$2,875 shall be due on February 1, 2015.

ii.

Assessment 2

- a. Upon the filing of the Engineer's Reports for Board consideration of Assessment 2, the sum of \$2,875 shall be due.
- b. A fee of \$2,875 shall be due on February 1, 2015.

- b. Payments shall be due and payable upon submission of an invoice for each portion of the work completed.
- c. The scope of services includes two meetings with the District. Any additional meetings shall be billed at the rate of \$450 per person per meeting.
- d. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the scope of work shall be reimbursed at actual cost by the District with total cost not to exceed \$1,000 per year, without prior authorization from the District.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.

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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

7

FROM: Public Works

FOR THE BOARD MEETING OF: June 19, 2012

SUBJECT: Facility Lease/301 West Line Street

DEPARTMENTAL RECOMMENDATIONS:

- 1 Approve a one-year lease agreement from July 1, 2012 through June 30, 2013 with the City of Bishop in an amount not to exceed \$3,698.37 per month for County Offices located at 301 West Line Street in Bishop, contingent upon obtaining the appropriate signatures and contingent upon the Board's ability to fund the lease in adopting the 2012 budget.
- 2 Authorize the Chairman of the Board to sign the agreement.
- 3 Authorize the Public Works Director to execute up to two one year options to extend the lease for one year each, contingent upon approval of future budgets and no change in the lease terms.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The current Lease Agreement for the Clark Wing, located at 301 West Line Street in Bishop, and owned by the City of Bishop has been extended to the maximum allowable. The existing lease is for 3393 square feet, including 857 square feet of common area and at a cost of \$3,393.00 which is currently occupied by the Sheriff. The new lease is for the same space with a rate of \$1.09 per square foot per month for a total monthly rent of \$3,698.37, and is an inclusive lease (utilities and maintenance included in the base rent amount), except for janitorial. In addition, the lease allows for two options to extend for one year, upon mutually agreeable terms.

ALTERNATIVES:

The Board could choose to direct the Public Works Department to find another facility in the Bishop area to accommodate our needs for office space. This is not recommended, since the location is where the Sheriff desires, the lease rate is within fair market value and it would be difficult to find another location and relocate before the current lease expires.

OTHER AGENCY INVOLVEMENT:

County Counsel for review of the Lease Agreement.
Auditors Office.

FINANCING:

Monthly lease payments will be provided through the Building and Maintenance of Grounds Department, Budget Unit 011100, Object Code 5291 Rents and Leases.

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.) <i>[Signature]</i> Approved: <u>yes</u> Date <u>6/12/12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <i>[Signature]</i> Approved: <u>yes</u> Date <u>6/13/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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

[Signature] Date: 6/13/12
FOR DOUG WILSON



CITY OF BISHOP

377 West Line Street - Bishop, California 93514
P. O. Box 1236 - Bishop, California 93515
City Hall (760) 873-5863 - Fax (760) 873-4873

June 7, 2012

Mr. Doug Wilson
County of Inyo Public Works Department
P. O. Drawer Q
Independence, CA 93526

SUBJECT: LEASE AGREEMENT BETWEEN THE CITY OF BISHOP AND COUNTY OF INYO

Dear Mr. Wilson:

Enclosed are two copies of the one-year extension of the lease agreement between the City of Bishop and County of Inyo for Clark Wing office space occupied by the Sheriff's Office at 301 West Line Street. At the regular meeting held May 29, 2012, the City Council approved the lease extension from July 1, 2012 through June 30, 2013 pursuant to the payment schedule in Exhibit B.

Please have both copies of the lease executed and returned to the City of Bishop to my attention. A fully executed copy will be returned to your office when completed. If you have any questions, please do not hesitate to contact Keith Caldwell, City Administrator.

Respectfully,

Denise Gillespie
Assistant City Clerk

Attachments

RECEIVED

JUN 11 2012

INYO COUNTY
PUBLIC WORKS

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2012, by and between the CITY OF BISHOP, hereinafter referred to as "LESSOR", and INYO COUNTY, hereinafter referred to as "LESSEE".

5/04/12

WITNESSETH

I.

RECITALS

1.01. The Lessor is the owner of that certain real property in the City of Bishop, County of Inyo, State of California, known as the Clark Wing of the Bishop City Hall Building, in which building is office space of approximately 3393 square feet, which includes 857 square feet of common area which is the amount of square feet appurtenant to the leased premises utilized as restrooms and hallways. A plot plan is attached hereto, marked Exhibit "A", and made a part hereof, which plot plan more particularly describes said space.

1.02. It is the mutual desire, intent and purpose of the parties hereto that the Lessor lease and let said premises to the Lessee for the term, at the rental, and subject to the provisions and conditions hereinafter set forth.

II
LEASE

2.01. Term. Lessor, in consideration of the rents, covenants and agreements hereinafter contained and set forth to be promptly paid, kept and performed by the Lessee, and upon the condition that each and all of said covenants and space more particularly described in Section 1.01 hereof, for a term of one (1) year, commencing as of the first day of July 2012, and terminating at midnight on the 30th day of June 2013, at and for the rental hereinafter provided to be paid by the Lessee. The Lessee may upon mutual agreement with Lessor, renew this lease a minimum of two options of one year each.

2.02 Rental.

(a) As rental for the use and occupancy of said premises during the term hereof, Lessee promise and agree to pay unto the Lessor a sum determined by the Fee Schedule attached hereto as Exhibit "B" which is made a part hereof.

2.03. Lessee Covenants. The Lessee does hereby hire, lease and take of and from the Lessor the said premises for the said term and at the said rental, and do hereby covenant and agree with Lessor as follows:

(a) **Payment of Rent.** That Lessee will pay the rent reserved to the Lessor at the place designated by the Lessor at the time and in the manner provided as aforesaid for the payment thereof, without deduction or delay.

(b) **Default.** Should the Lessee be in default in the performance of any condition, covenant or agreement herein contained, or should it abandon or vacate said premises, besides other remedies or rights the Lessor may have, it shall be optional with the Lessor, after giving said thirty-day written notice of default, to relet said premises or any portion thereof for such rent and upon such terms as the Lessor may deem fit and proper, and if a sufficient sum shall not be thus realized after paying the expenses of such reletting, Lessee agree to satisfy and pay the deficiencies, and to pay the expenses of such reletting, including any and all attorneys' fees, costs and expenses incurred or necessary in connection therewith. For purposes of this section, "sufficient sum" shall mean an amount equal to the sum total of all of Lessee lease payments for the unexpired balance of the lease term, plus Lessor expenses of reletting the premises, including any and all attorney's fees, costs, and expenses incurred by Lessor in connection therewith.

All remedies herein and hereby given the Lessor shall be cumulative and in addition to any other legal and equitable rights which the Lessor may have by law or otherwise.

(c) No use shall be made of said premises other than the contemplated use as an office space, nor shall any action be taken which shall increase the hazard thereof, for insurance or other purposes.

(d) Waste. Lessee will not commit, nor suffer to be committed, any waste upon the said premises.

(e) Repairs. Lessor will keep and maintain, with the exception of janitorial services, the demised premises and every part thereof.

(f) Alterations. Lessee will not make, nor suffer to be made, any additions to or alterations of the said premises or any part thereof without the written consent of Lessor first had and obtained. Any additions to or alterations of the said premises which cannot be reasonably removed without causing damage to the leased premises shall become at once a part of the realty and belong to the Lessor. Any additions to or alterations of the said premises which can be removed without causing damage to the leased premises shall remain the property of Lessee if actually removed within ten (10) days of the date of termination or cancellation of this lease, but shall become the property of the Lessor if not timely so removed.

It is expressly understood and agreed, without limiting the foregoing, that any linoleum or rubble tile, or other floor covering affixed to the floors by plaster, glue, cement, or mastic, and any wood flooring and carpeting installed by the Lessee, shall become and remain a part of the leased premises and shall not be removed by the Lessee at the end of their occupancy or otherwise, except upon written consent or order of Lessor.

(g) Signs. The Lessee shall not affix or cause to be affixed, any signs or awnings on or to said space without first submitting designs of the same to the Lessor and obtaining Lessors' prior approval thereof "which approval shall not be unreasonably withheld." Any and all such signs shall conform and abide in any and all respects with all applicable laws, rules and ordinances. Said signs so approved by the Lessor shall be and remain the property of the Lessee, provided, however, that the same shall be removed without defacement of or injury to the premises or building aforesaid.

(h) Laws and Regulations. Lessee will, at their sole cost and expense, faithfully observe in the use of the premises all City regulations and ordinances and County, State and Federal ordinances, regulations and statutes now in force, or which may hereafter be in force.

(i) Utilities. Lessee will neither do nor permit to be done any act which might or could result in the placement of any mechanics', laborers', or materialmen's liens, or any other liens, claims or demands of any nature upon or against the demised premises, improvements, or fixtures, or any portion thereof.

(j) Damages. Lessee, as a material part of the consideration under this lease, do hereby assume all risk of injury, or damage to persons using the premises or property, including all property of the Lessee and the Lessor in or about said premises. Lessee hereby agrees to defend, indemnify and hold harmless Lessor and all its officers and employees from and against all suits and causes of action, claims, loss, demands, expense, damage or liability of any nature whatsoever, for death or injury to any person, including Lessee, their employees and agents, or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident to the exercise or enjoyment of the premises herein given. Lessee shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or by burglaries, or fire, water,

gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall Lessee be liable for any loss, damage, or injury arising from any acts or omissions of the Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property.

(k) Inspection. Lessee will permit Lessor, their agents or representatives, to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same, or for the purpose of repossessing said premises in the event of default, or for the purpose of making repairs, alterations, or additions to any portion of said office space, with a rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the premises thereby occasioned.

(l) Surrender of Premises. Lessee will, on the last day of the term of this lease or other sooner termination hereunder, peaceably and quietly leave, surrender and yield up to the Lessor all and singular the said premises with the appurtenances thereto in good order, condition and state of repair, damages through Acts of God and by ordinary wear and tear through normal use alone excepted. If Lessee does not clean the premises before surrendering same, the Lessor may so do, and in that event Lessee agree to pay the Lessor for the cost of cleaning same.

(m) Holding Over. In the event that Lessee shall hold over after expiration of the term of this lease with the consent, express or implied, of the Lessor, such holding over shall be deemed merely a tenancy from month to month on the same terms, covenants and conditions so far as applicable, as herein contained.

(n) Subject to Subsection (J) Indemnity. Lessee acknowledge and represent that they have inspected the premises, know the condition thereof, and assume full responsibility for any injury to persons or damage or destruction to property by reason of the use of said premises under this leave, and undertake and agree to release and hold harmless and indemnify the Lessor and all its officers and employees from and against all suits and causes of action, claims, loss, demands, expense, damage or liability of any nature whatsoever, for death or injury to any person, including Lessee, their employees and agents, or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident to the exercise or enjoyment of the premises herein given

2.04. Destruction of Premises. In the event of a partial destruction of the demised premises during the term hereof from any cause, except the fault or negligence of Lessee, the Lessor shall forthwith repair the same, provided such repairs can be made within thirty (30) days under the regulations of Federal, State, County or City authorities,

but such partial destruction shall in no way annul or void this lease, except that the Lessees shall be entitled to a proportionate deduction to be based the extent to which the making of such repairs shall interfere with the business carried on by the Lessee in said premises, but in no event to be more than the amount of the monthly rental. In the event that the Lessor does not make sure repairs in the thirty (30) days, or such repairs cannot be made under such regulations, this lease may be terminated at the option of either the Lessor or the Lessee. In respect to any partial destruction which the Lessor are obligated to repair, or may elect to repair, under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California, are waived by the Lessees.

2.05. Waiver. The waiver by the Lessor of any breach of any term, covenant, or condition in this lease contained and set forth shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

2.06. Quiet Possession. The Lessor do hereby covenant and agree with the Lessee that so long as the Lessee keep and perform the covenants and agreements herein contained on its part to be kept and performed, it shall at all times during the term hereof or any extension or renewal of said term, peaceably and quietly have, hold, use and enjoy the said premises without suit, trouble, or hindrance from Lessors, their agents or representatives.

2.07. Insurance. Lessee shall provide Lessor with a certificate of insurance in the amount of \$1,000,000 for General Liability. All policies must provide for thirty (30) days' notice to the City Clerk of the City of Bishop by registered mail to cancel, must be furnished in duplicate and must be approved by the City Clerk.

Such policy shall be evidenced by certificate of insurance naming the City of Bishop additional insured. Certificate of insurance must be in a form acceptable to the City of Bishop. All insurance coverage shall include endorsements naming the "City of Bishop and each of its directors, officers, agents, consultants and employees as additional insureds" under their policies while acting in their capacity for the City.

III

GENERAL PROVISIONS

3.01. Notices. Notices, demands, declarations and communications desired to be given or served by either the Lessor or the Lessee upon the other, or others, shall be deemed validly served and given when deposited in any United States Post Office by registered or certified mail, with the postage hereon fully prepaid, and if intended for the Lessor, addressed to it as follows:

CITY ADMINISTRATOR
CITY OF BISHOP
P.O. BOX 1236
377 WEST LINE STREET
BISHOP, CALIFORNIA 93515

and such other place as they may hereafter designate in writing and if intended for the Lessee, addressed as follows:

INYO COUNTY BOARD OF SUPERVISORS
PO BOX DRAWER N
INDEPENDENCE, CALIFORNIA 93526

or such other place as Lessee may hereafter designate in writing, and the date of the sender's registered or certified mail receipt shall be deemed prima facie evidence of the date upon which service was made.

3.02. Attorney's Fees. It is understood and agreed that in the event suit shall be brought for unlawful detainer of said premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any other covenants, promises, or conditions herein contained, on the part of the Lessee or Lessor, to be kept or performed, then and in such event the prevailing party in such action shall be entitled to recover from the other party a reasonable attorney's fee to be fixed by the Court and all other appropriate relief and court costs.

3.03. Assignment. Lessee shall not assign this lease, in whole or in part, without the consent in writing of Lessor first had and obtained.

3.04. Inurement. This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns, subject only to the conditions against assignment herein specifically set forth.

IN WITNESS WHEREOF, the parties have executed this lease agreement in triplicate on the date first above written.

CITY OF BISHOP

ATTEST:

Date:

Date:

BY: David Stottlemyre, Mayor

BY: Keith Caldwell, City Administrator

INYO COUNTY

ATTEST:

Date:

Date:

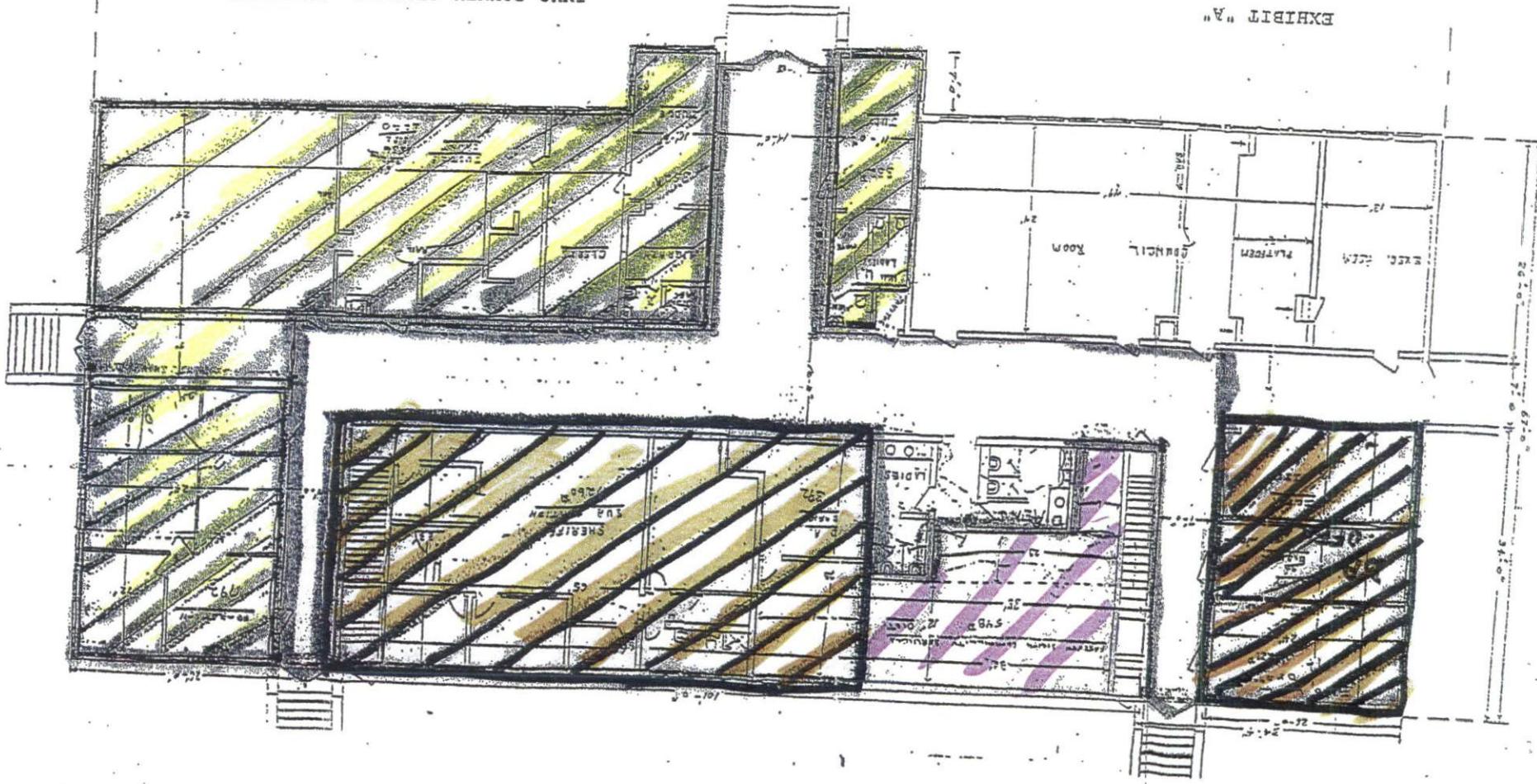
BY: Inyo County Chairman,
Board of Supervisors

Clerk of Board of Supervisors

EXHIBIT "A"
 CLARK WING LEASE
 Courts -
 County -
 ESCSD -

Common Area -

INVO COUNTY OFFICES
 COMMON AREA



**EXHIBIT B
FEE STRUCTURE
CLARK WING LEASE
(COUNTY OF INYO)**

1. Space rent shall be \$1.09 per square foot monthly for 3,393 square feet of Clark Wing space which includes adjacent hall way and public spaces. Space rent includes monthly utilities and any repairs, maintenance and improvements as approved by the Lessor.

Lessees shall pay Lessors the sum of \$1.09 per square foot per month for all space leased (3,393 sq. ft.) hereunder, being the sum of \$3,698.37 per month, in advance, commencing as of the first day of July 2012.



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

- | | | | |
|--------------------------------------------|-----------------------------------------|------------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Consent | <input type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Schedule time for | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

For Clerk's Use
Only:

AGENDA NUMBER

8

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 19, 2012

SUBJECT: Approval of Amendment No. 5 to the contract for engineering services with Nichols Consulting Engineers, Chtd. (NCE).

DEPARTMENTAL RECOMMENDATIONS: Request Board approve Amendment No. 5 to County of Inyo Standard Contract No. 156 between the County of Inyo and Nichols Consulting Engineers, Chtd. (NCE) to:

1. Extend the term of the contract to June 30, 2013 for the continued implementation of the Pavement Management Program; and
2. Authorize the chairperson to sign, contingent upon obtaining appropriate signatures and the adoption of the 2012-2013 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Your Board approved the award of a contract regarding pavement management services to Nichols Consulting Engineers, Chtd. (NCE) in 2008 for a term from 12/16/08 to 6/30/10. The Public Works Department administers the contract with NCE to provide engineering services for a county and city-wide pavement management program. The program provides a tool to evaluate roadway conditions and will assist county and city officials in making cost-effective decisions regarding capital expenditure funding on area roadways. NCE completed a comprehensive pavement management system in 2009 and then updated 1/3 of the system in 2010 and 2011. The scope of work is for NCE to update 1/3 of the system every year with a complete update occurring every three years. The original scope is to complete two complete updates over a six-year period.

This amendment will extend the term of the contract to 6/30/13. Staff will bring forth an additional amendment to increase the contract amount after the 2012/2013 budget is approved. This is the third year of the first complete update to the system.

ALTERNATIVES:

The board could choose not to approve the amendment to extend the contract. This is not recommended, as the pavement management program will help the county and city implement cost effective strategies to maintain county and city roadways.

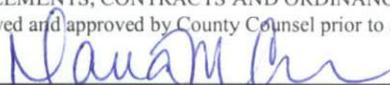
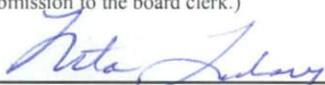
OTHER AGENCY INVOLVEMENT:

- (1) County counsel to review and approve the amendment.
- (2) Auditor's office to review and approve the amendment, and make payments to the consultant.
- (3) The California Department of Transportation to reimburse the county for project costs as described below.

FINANCING: The Public Works Department will pay for consultant costs through Budget Unit 504605, Transportation and Planning Services, Object Code 5265. Staff will bring back an amendment to increase the contract amount after the new fiscal year budget has been adopted.

The cost to prepare the County and City-wide Pavement Management System will be provided entirely by existing programming of Planning, Programming, and Monitoring funds by the Inyo County Local Transportation Commission in the State Transportation Improvement Program. There is no risk because adequate funding has already been allocated from the California Transportation Commission to fund the implementation of this project, as amended, during the contract period.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: 	Date: <u>6/7/12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: 	Date: <u>6/12/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: <u>N/A</u>	Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 6-12-12

**AMENDMENT NUMBER 5 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nichols Consulting Engineers Chtd. (NCE)
FOR THE PROVISION OF ENGINEERING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Nichols Consulting Engineers Chtd. of Reno, Nevada (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of engineering services dated December 16, 2008, on County of Inyo Standard Contract No. 156, for the term from December 16, 2008 to June 30, 2010, which was subsequently extended to June 30, 2011, then to June 30, 2012, and now to June 30, 2013.

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 Contractor do desire and consent to amend such Agreement as set forth below.

1. The Scope of Work in Attachment A is amended as provided herein.
2. The Schedule of Fees in Attachment B is amended as provided herein.
3. The Schedule of Travel and Per Diem Payment in Attachment C is amended as provided herein.

The effective date of this amendment to the Agreement is June 19, 2012.

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

**AMENDMENT NUMBER 5 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nichols Consulting Engineers Chtd. (NCE)
FOR THE PROVISION OF ENVIRONMENTAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2012.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nichols Consulting Engineers Chtd.
FOR THE PROVISION OF Pavement Management Services**

TERM:

FROM: December 16, 2008 **TO:** June 30, 2013

SCOPE OF WORK:

Consultant shall perform all work necessary to prepare a City and County-wide Pavement Management System in accordance with the Nichols Consulting Engineers, Chtd. Scope of Work submitted on November 21, 2008 and attached hereto.

In addition, Inyo County Standard Contract No. 156 shall be amended in accordance with modifications included in the Amendments to Inyo County Standard Contract No. 156, attached hereto.



PROJECT UNDERSTANDING

In 2009, NCE was contracted to implement a Pavement Management Program (PMP) for Inyo County. Inyo County covers a large geographic area (see Figure 1) and is responsible for approximately 512 centerline miles of roads. The PMP serves as a valuable tool in not only tracking the paved road network spread across the county, but evaluating the future condition of this network. Additionally, NCE updated the City of Bishop's PMP, which contains approximately 18 miles of pavement roads.

As part of the implementation, NCE developed a MicroPaver database containing all roads within the jurisdiction of Inyo County. The road network was segmented into sections based on the geometry, functional class, and condition. The objective was to establish sections with homogenous conditions as these serve as management units within the PMP. Geometric and functional class information was obtained and included in the MicroPaver database. Historical construction information was also added to the database. This information, however, was very limited. In addition, pavement condition data was collected on each section within the County and City networks to determine a Pavement Condition Index (PCI) for each section. The sections were linked to shape files for use in GIS applications.

After populating the County/City databases with all of the current information about the road network, NCE worked with the County and City to establish decisions tree for selecting maintenance/rehabilitation activities based on PCI. NCE developed unit costs for each of the activities based on bid tabulations and other information provided by the County and City. The decision matrices and unit cost were added to the MicroPaver database. Multi-year analysis was performed on the data for various funding scenarios (as defined by the County/City) to study the impact on funding to the overall condition of the network.

In 2010 and 2011, NCE updated the MicroPaver database by collecting PCI data on approximately one third of the Inyo County network each year. This was performed to monitor the impact of natural pavement deterioration and maintenance/rehabilitation activities on the network condition. NCE collected data on pavements in Districts 1 and 3 in 2010 and District 4 in 2011. As part of the update, NCE also added any documented pavement rehabilitation activities such as overlays that were conducted during the year. Reports were generated to show the current condition of the pavement network, the predicted future pavement conditions based on County funding, and to assist in identifying potential County maintenance/rehabilitation work.

SCOPE OF WORK

Based on the above understanding of the needs and objectives of the County/City for updating each PMS, the following is a description of the approach that NCE will take for this project.

TASK N - 2012 PAVEMENT MANAGEMENT UPDATE

NCE will provide all necessary services to update both the County's and City's MicroPAVER pavement management systems (PMS) for 2012. This will include the following subtasks:





- Kick-off Meeting
- Condition Surveys/PCI Calculations
- Budget Analysis/Reports

KICKOFF CONFERENCE CALL

NCE will work with County staff to via a teleconference call to kickoff the 2012 update. As with the previous update, items to be discussed will include the following:

- Scope of work, project schedule, budget and invoicing requirements
- Points of contacts
- Review of 2011 pavement management reports - changes or modifications required?
- Scheduling and access requirements for field work
- Public safety concerns, requirements and procedures
- Quality Control activities
- Maintenance and rehabilitation (M&R) practices, records and costs
- Other issues as appropriate

CONDITION SURVEYS & PCI CALCULATIONS

NCE will next perform pavement condition surveys on approximately 1/3 of the County's and the City of Bishop's entire pavement network. A total of 175 centerline miles in Districts 2 and 5 of the County and 18 miles in the City of Bishop will be surveyed.

Pavement condition surveys will be performed in accordance with the established standards as identified in Pavement Distress Identification Manuals published by the U.S. Corps of Engineers. Any variation from the established procedures will be to accommodate unique local conditions e.g. chip seals over Portland cement concrete pavements, bleeding (see photo), edge cracking, etc.

Should County/City personnel wish to observe NCE's crews during the surveys, we will be more than happy to accommodate the County/City. Individual County/City staff may also accompany NCE's field crews for up to ½ day each - to gain hands-on training at no additional cost to the County/City. We have found that this is the most effective training method for agency staff, as they become part of the data collection crew, rather than just an observer.

Our scope of work and condition surveys do not address issues including but not limited to traffic, safety and road hazards, sidewalks, geometric issues, road shoulders, drainage issues or emergency and short term maintenance that should be performed.

Quality Control/Quality Assurance Checks are critical on a project such as this when such a large amount of data needs to be collected and processed. As part of NCE's goal to provide a superior quality product for our clients, we incorporate a QC/QA component into all of our projects. For this project, we have proposed the inclusion of a QC/QA Manager, Mr. Ryan Shafer. He will have the following project responsibilities:

- Calibration of all data collection activities
- Review of field activities, including spot checks on the field crews
- Reviewing field procedures and making changes as needed
- Comparing the field data collected with on-site conditions





- o Review of all data entry functions, including random spot checks
- o Review of reports generated and analyses performed to ensure a quality product

BUDGETARY ANALYSIS & FINAL REPORTS

Finally, NCE will perform a **budget needs** analysis using an analysis period to be determined by the County/City, typically 5 to 30 years. This will identify M&R requirements for each road section and determines the total maintenance and rehabilitation requirements over the entire analysis period. The needs analyses identify road sections that need treatment and applies the M&R decision trees to each section. The costs are then summed for the entire period. This forms the basis for performing Budget Scenario evaluations, which optimize the street sections for repair under constrained budgets.

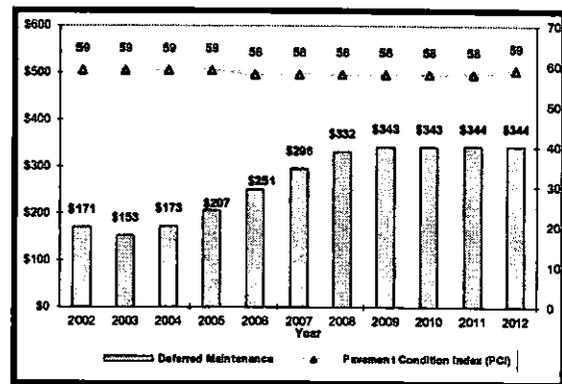
In simplistic terms, the Budget Needs analysis answers the questions: "If I have unlimited funding for street maintenance and repair, which streets should I fix? When should I fix them? What treatments should I apply? How much will it cost?"

The **budget scenarios** evaluation prioritizes road sections for repair under constrained, realistic, budgetary assumptions.

Simply put, this module answers the question: "If I only have limited funds for street maintenance and repair, which streets have the highest priority for repairs, when should I perform the repairs, and how much will it cost?"

Multiple funding scenarios may be performed to answer "what-if" questions (the real "meat" of any PMS). NCE will perform up to three budget scenario runs based on input from the County/City. Typical funding scenarios include:

- o Existing funding levels
- o Existing funding levels increased (or decreased) by 10%, 20% etc.
- o Budgets that accommodate spikes in funding from STP, for example
- o Funding levels required to maintain (or increase) the PCI over time
- o Funding levels to maintain (or decrease) backlog over time



A sample graph from similar budgetary analyses is shown here.

We will also provide recommendations concerning funding scenarios and selected road sections for rehabilitation. Finally, based on these results and input from County/City staff, NCE will prepare a multi-year work plan that includes recommended repairs on selected roads as well as corresponding funding required.

NCE will then prepare a final report that summarizes the results of the surveys and analyses. Specifically, the final report will contain:





- Inventory reports for the entire PMS database
- Condition (PCI) reports
- Maintenance and rehabilitation history reports
- Maintenance and rehabilitation decision trees
- Budget Needs reports
- Budget Scenarios reports
- Multi-year work plan

Finally, NCE will prepare two Executive Summary reports; one for the County and one for the City. This will be a 10-15 page report that will summarize the overall condition of the County's/City's pavement network, the maintenance & rehabilitation strategies used by the County/City, the results of budgetary analyses, different budget scenarios and recommendations on the recommended scenario with selected road sections for maintenance and rehabilitation.

As the deliverables for this task, NCE will provide:

- Technical memorandum summarizing the results of kickoff meeting
- PCI report (hardcopy and electronic)
- Executive Summaries
- Final reports containing all PMS reports
- Updated pavement management databases on CDs
- Updated pavement management database on CD

TASK D - TRAFFIC COUNTS

The NCE team will also gather traffic count data at ten (10) locations within City of Bishop. Seventy-two hour counts at each location will be collected. It is assumed that the counts will be taken at one time. All counts are for volume only, and do not include turning movements, speeds or classification.

As the deliverables for this task, NCE will provide:

- Annual Average Daily Traffic (AADT) for each location



ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nichols Consulting Engineers Chtd.
FOR THE PROVISION OF Pavement Management Services**

TERM:

FROM: December 16, 2008 **TO:** June 30, 2013

SCHEDULE OF FEES:

For all services performed, Consultant shall be compensated at hourly rates identified in the Nichols Consulting Engineers Cost Schedule (Attachment A to the Nichols Consulting Engineers Scope of Work, dated November 21, 2008), a copy of which is attached hereto.

The Consultant shall also be reimbursed for its direct costs involved in performing these services. Payment for the hourly labor rates and direct costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals (including communications such as telephones, cellular telephones, faxes, e-mails, etc...) necessary to perform all work described in Attachment A, Scope of Work.

The total compensation to be provided, including labor, direct costs, travel, and per diem, shall not exceed the total contract amount, subject to such adjustment as may be made by properly approved Amendments.

**NICHOLS CONSULTING ENGINEERS, Chtd.
SCHEDULE OF CHARGES 2012**



PROFESSIONAL SERVICES

Principal	\$210/hour
Associate	\$165/hour
Senior	\$145/hour
Project.....	\$120/hour
Staff	\$100/hour

TECHNICAL SERVICES

Senior Designer	\$105/hour
Senior Technician/Construction Inspector*	\$100/hour
CAD Draftsman	\$90/hour
Project Administrator	\$75/hour
Field/Engineering Technician	\$75/hour
Technical Word Processing.....	\$65/hour
Clerical.....	\$65/hour

CONTRACT LABOR

From time to time, NCE retains outside Professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Expert testimony in depositions, hearings, mediations, and trials will be charged at 300% of the above rates.

EQUIPMENT

Plotter Usage	(separate fee schedule)
Truck.....	\$80/day
Automobile.....	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	\$3,000/Day
Coring	\$4,500/Day
Environmental Equipment	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. cost+15%

**COMMUNICATION/
REPRODUCTION**

In-house costs for long-distance telephone, faxing, postage, printing and copying project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*Rate will be adjusted for prevailing wages required on Public Works projects in the State of California.

ATTACHMENT C

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nichols Consulting Engineers Chtd.
FOR THE PROVISION OF Pavement Management Services**

TERM:

FROM: December 16, 2008 **TO:** June 30, 2013

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

- (1) Travel time spent traveling from the Consultant's offices to the project site shall be reimbursed at the hourly rates set forth in Attachment B, Schedule of Fees.
- (2) When travel by air and/or rental car is approved by the County, the Consultant shall be reimbursed for the actual costs of such travel. The costs of airfare and/or rental cars shall be identified on the Consultant's monthly itemized statement, and copies of paid invoices for the airfare or rental car shall be included with the statement.
- (3) Per diem rates for lodging and subsistence shall be \$137.00 per day. Per diem rates shall only be paid when the Consultant must travel more than 75 miles from their office to the project site.
- (4) Mileage charged for the use of private vehicles shall be reimbursed at the rate of 55.5¢ per mile. These charges shall be considered full compensation for all costs involved in the use of the vehicles, including fuel, wear and tear, maintenance, and replacement costs.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 9

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

FROM: Public Works

FOR THE BOARD MEETING OF: June 19, 2012

SUBJECT: Lease Agreement between the County of Inyo and Donald Christenson, M.D. for the property located at 380 N. Mt. Whitney Drive, Lone Pine, California.

DEPARTMENTAL RECOMMENDATION:

Request Board approve the Lease Agreement between the County of Inyo and Donald Christenson, M.D., for the real property described as 380 N. Mt. Whitney Drive, Lone Pine, California, for an initial period of one-year, with two one-year options, in an initial amount of \$2,663 per month for the period of July 1, 2012 through June 30, 2013, with a maximum allowed annual increase of 5% for each of the two one-year options exercised by the County, contingent upon the adoption of the 2012-2013 Budget and adoption of future budgets, and, authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This lease provides office space for Inyo County Health and Human Services and Probation programs located in Lone Pine. The Lease Agreement provides for an initial term of one-year, commencing July 1, 2012 and ending June 30, 2013, with two one-year options. The monthly lease amount for the initial term is \$2,663 per month or \$31,956 per year. Should the County exercise its option for the second year, the monthly lease amount may be increased to a maximum of 5% above the initial term amount to \$2,796.15 per month or \$33,553.80 per year. Should the County exercise its option for the third year, the monthly lease amount may again be increased by a maximum of 5% above the current term amount to \$2,935.96 per month or \$35,231.49 per year. If your Board approves the lease and the County exercises both one-year options, the total amount payable under the lease will be \$100,741.29.

ALTERNATIVES:

The alternative would be to find another location. No other office space that would serve the current needs has been identified at this time.

OTHER AGENCY INVOLVEMENT:

The programs located in this location have regular and numerous interactions with a variety of community-based programs.

FINANCING:

State, Federal and Realignment funds. Funding for this lease is shared by the following budgets (programs): Social Services (65%), Health (7.5%), Community Mental Health (15%), Alcohol & Other Drug Programs (7%), DDP (1%) and Probation (4.5%).

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>6/8/2012</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>Yes</u> Date: <u>6/12/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>N/A</u> Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

6-12-12

LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND
Donald Lee Christenson, M.D. and Barbara Anne Christenson

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, _____, by and between D.L. Christenson, M.D. & B.A. Christenson, hereinafter referred to as "Lessor," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by Jeff Ahlstrom, whose title is: Interim Deputy Public Works Director hereinafter referred to as "County's Lease Administrator," and on behalf of Lessor by Donald Lee Christenson, M.D. and Barbara Anne Christenson.

SECTION TWO. DESCRIPTION.

Lessor hereby leases to County that real property described as Office building located at 380 N. Mt. Whitney Drive, Lone Pine, California

Said real property, hereinafter referred to as "leased premises," is leased on the terms and conditions hereafter set forth.

SECTION THREE. PARKING.

County shall have reasonable non-exclusive use of the parking areas located at 380 N. Mt. Whitney Drive, Lone Pine, California in common with other tenants and occupants of the leased premises, together with the right of reasonable ingress and egress to the leased premises parking area.

SECTION FOUR. INITIAL TERM AND OPTIONS.

The initial term of this Lease is for one year commencing on July 1, 2012 and terminating on June 30, 2013. In addition, County shall have two options to extend the Lease for additional one-year periods as follows:

- a. From July 1, 2013 through June 30, 2014
- b. From July 1, 2014 through June 30, 2015

County shall exercise such options by giving written notice to Lessor at least thirty (30) days before the expiration of the Lease Term, or an extension thereof.

The notice shall specify the period of the options being exercised. Except as provided for in Section Seven (Rent), the option to extend shall be upon the same terms and conditions as stated in this Lease.

The County shall not be liable for any rent until such time as County occupies the leased premises.

SECTION FIVE. EARLY TERMINATION.

The ability of County to enter into this Lease is based upon available funding from various sources such as, without limitation, grants or other appropriations from other governmental entities. This Lease may be terminated by County at its sole discretion by first giving to Lessor no less than sixty (60) day written notice in the event that, for reasons not reasonably within County's control, such funding from one or more of such sources fails, is reduced, or is otherwise modified in such a manner as to render all or part of the funding unavailable for payment of rent pursuant to this Lease.

SECTION SIX. HOLDING OVER.

Any holding over at the expiration of said term, or extensions thereof, with the consent of Lessor, either expressed or implied, shall be construed to be a tenancy from month to month at the same rental as paid for the last month of the lease period, and shall be otherwise upon the same terms and conditions as are herein provided. Such holding over shall include any time required by County to remove its equipment and fixtures.

SECTION SEVEN. RENT.

The rent reserved to Lessor herein shall be the sum of Two thousand six hundred sixty-^{three} Dollars (\$ 2,663.00) per month and shall be paid in arrears, which means by the first of the month next following the month on which such rental was earned.

In the event the County exercises its option to extend for any or all of the one-year periods, the rent for such option period may increase as agreed upon by Lessor and County, but not to exceed an increase in excess of five percent (5 %) of the rent for the previous Lease period.

SECTION EIGHT. PRORATED RENT.

The County shall not be liable for rent until such time as County occupies the leased premises. The rent shall be prorated daily for the number of days that the building is occupied by County in its initial occupancy, if less than a full month, and in holding over pursuant to Section Six (Holding Over).

SECTION NINE. USE.

It is the intention of the County to occupy and use the leased premises for providing Health and Human Services and Probation programs. County may use leased premises for other governmental uses, but such uses are subject to approval of the Lessor, which approval shall not unreasonably be withheld.

SECTION TEN. HOURS.

County shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION ELEVEN. ALTERATIONS AND IMPROVEMENTS.

County may make alterations and/or additions to the leased premises. However, any additions, improvements or alterations permanently made or affixed to the leased premises shall be made only with Lessor's written approval. All equipment and non-permanent fixtures installed by County shall remain the property of the County and may be removed by County upon termination of this Lease or any extension thereof. Any damage occasioned by such installation and/or removal shall be repaired by County. All other fixtures, additions, alterations and improvements made by the County to the Leased premises shall become property of Lessor upon termination of this Lease or any extension thereof.

SECTION TWELVE. UTILITIES.

Lessor shall provide and pay for the following utilities: None
County shall provide and pay for the following utilities:
all utilities including water, electricity and propane

SECTION THIRTEEN. JANITORIAL SERVICE AND TRASH REMOVAL.

County shall furnish at it's sole expense janitorial and trash removal services which may be required on the leased premises, not less than once weekly. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FOURTEEN. MAINTENANCE.

Lessor shall, at Lessor's own expense, keep and maintain the entire leased premises, both interior and exterior (including, but not limited to, landscaping, sidewalks, parking lots, and all mechanical, cooling, heating, plumbing, and ventilating equipment, if any), in good order, condition, and repair. Lessor shall make repairs required under this clause within a reasonable time after receipt of written notice of the need of such repairs.

SECTION FIFTEEN. SIGNS.

County may erect signs necessary to identify County's occupancy of the leased premises during the term hereunder. The County shall forward to Lessor the proposed design for said signs prior to placing said signs on the leased premises. County shall not place the proposed signs on the leased premises until Lessor has given Lessor's consent to the proposed signs. Lessor shall not unreasonably withhold said consent. Signs shall be removed by County at the termination of this Lease.

SECTION SIXTEEN. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by act of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse the County from the payment of any rental or other charge required of County, except as may be expressly provided elsewhere in this Lease.

SECTION SEVENTEEN. WASTE.

County shall give prompt notice to Lessor of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION EIGHTEEN. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be substantially damaged by any cause during the term of this Lease or extension thereof, other than through the fault or neglect of County, to such an extent that the leased premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction; if this Lease is not so terminated, County shall not be liable for any rent until repairs have been made or reconstruction completed by Lessor, so that the leased premises are again ready for occupancy. If the leased premises are substantially damaged or destroyed through the sole fault or negligence of County, its officers, or employees, this Lease may not be terminated by County, and it shall be the obligation of County, at its sole expense, to reconstruct or repair said leased premises.

SECTION NINETEEN. HOLD HARMLESS.

County shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein or thereon caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or criminal acts of third parties or fire, water, gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by Lessor, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the County shall not be liable. County shall, to the extent authorized by law, defend, indemnify, and hold harmless Lessor from and against the same, which is occasioned by, growing out of, arising, or resulting from any willful or negligent act or omission on the part of County, its officers, employees, or agents.

SECTION TWENTY. RIGHT OF ENTRY.

Lessor reserves the right to enter at all reasonable times upon any part of the leased premises, to inspect and examine the same, or to see that the covenants of this Lease are being kept and performed.

SECTION TWENTY-ONE. QUIET POSSESSION.

The Lessor, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that County, upon payment of the rental reserved and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease, or any extensions thereof, without hindrance or interruption by Lessor, its heirs, devisees, successors, or assigns. Lessor has and reserves the right at any reasonable time to enter upon the leased premises, to inspect said leased premises, or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with County's use and enjoyment of the leased premises.

SECTION TWENTY-TWO. NOTICE.

Any notice, communication, amendment, addition, or deletion to this Lease, including change of address of either party during the term of this Lease, which Lessor or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY	
<u>Public Works</u>	Department
<u>P.O. Drawer Q</u>	Street
<u>Independence, CA 93526</u>	City and State
LESSOR	
<u>D.L. Christenson, M.D. & B.A. Christenson</u>	Name
<u>P.O. Box 38</u>	Street
<u>Lone Pine, CA 93545</u>	City and State

SECTION TWENTY-THREE. ASSIGNMENT AND SUBLEASE.

County agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first

obtaining written consent of Lessor or its duly authorized agent, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release County from liability hereunder, and any assignee or sublessee shall expressly assume all County's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION TWENTY-FOUR. SUBORDINATION.

County agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by Lessor or owner, or their successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. County agrees to execute and deliver, upon demand of Lessor, any and all instruments desired by Lessor subordinating in the manner requested by Lessor this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, County's right to quiet possession of the leased premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION TWENTY-FIVE. MECHANIC'S LIEN.

County agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of, County, provided however, that County can contest such lien provided it post an adequate bond therefore.

SECTION TWENTY-SIX. COMPLIANCE WITH LAW.

County shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

SECTION TWENTY-SEVEN. WAIVER.

It is agreed that any waiver by Lessor of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessor to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION TWENTY-EIGHT. DEFAULT.

In the event that Lessor or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION TWENTY-NINE. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION THIRTY. ATTORNEY'S FEES AND COSTS.

In any legal proceeding initiated by a party to the Lease against the other party arising from or relating to the Lease or the use of the Leased Premises hereunder, the non-prevailing party shall pay all costs, including reasonable attorney's fees, incurred by the prevailing party in connection with the legal proceedings.

SECTION THIRTY-ONE. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION THIRTY-TWO. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

SECTION THIRTY-THREE. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: N/A

SECTION THIRTY-FOUR. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION THIRTY-FIVE. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION THIRTY-SIX. CONSTRUCTION OF AGREEMENT.

Both Lessor and County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against either the Lessor or the County as the drafters of this document.

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**LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND**

Donald Lee Christenson, M.D. and Barbara Anne Christenson

Initial Term of Lease:

July 1, 2012 - June 30, 2013

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____ day of _____,

LESSEE

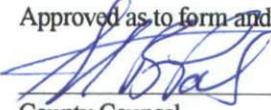
County of Inyo

By _____
Chairperson, Board of Supervisors

Date: _____

Approved as to form and content:

County's Lease Administrator

Approved as to form and legality:


County Counsel

Approved as to accounting form and content:

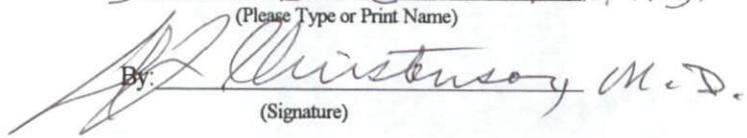
County Auditor

Approved as to insurance and risk management:

County Risk Manager

LESSORS

DONALD LEE CHRISTENSON, M.D.
(Please Type or Print Name)

By: 
(Signature)

Date: 5-21-12

Taxpayer's Identification No.:

553-24-8248

BARBARA ANNE CHRISTENSON
(Please Type or Print Name)

By: B. A. Christenson
(Signature)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: Public Works

FOR THE BOARD MEETING OF: June 19, 2012

SUBJECT: Lease Agreement between the County of Inyo and Connie and Michael Layne Trust for the property located at 162 Grove Street, Bishop.

DEPARTMENTAL RECOMMENDATION:

Request Board approve the Lease Agreement between the County of Inyo and Connie and Michael Layne Trust for the real property described as 162 Grove Street, Bishop, California, for an initial period of one-year, with two one-year options, in an initial amount of \$5,700 per month for the period July 1, 2012 through June 30, 2013, increasing by 5% for each one-year option exercised by the County, contingent upon the Board's adoption of the 2012-2013 Budget and adoption of future budgets and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This lease provides office space for Inyo County Health and Human Services Programs located in Bishop. Social Services, Behavioral Health and Health divisions all have programs provided in this building. The Lease Agreement provides for an initial term of one year, commencing July 1, 2012 and ending June 30, 2013, with two one-year options. The monthly lease for the initial term is \$5,700 per month or \$68,400 per year. Should the County exercise the option for the second year, the monthly lease will increase by 5% to \$5,985 per month or \$71,820 per year. Should the County exercise the option for the third year, the monthly lease will increase by 5% to \$6284.25 per month or \$75,411 per year. If your Board approves the lease and the County exercises both one-year options, the total amount payable under the lease agreement will be \$215,631.

ALTERNATIVES:

The alternative would be to find another location. No other office space that would serve the current needs has been identified at this time.

OTHER AGENCY INVOLVEMENT:

The programs located in this location have regular and numerous interactions with a variety of community-based programs.

FINANCING:

State, Federal and Realignment funds. Funding for payment of this lease is spread throughout all budgets whose programs are located in this facility, such as Social Services, and Behavioral Health Budgets. The proper amounts will be budgeted in the appropriate budgets under rent. No County General Fund.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>6/7/12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>n/a</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 6-12-12

**LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND**

Connie and Michael Layne Trust

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, _____, by and between Connie and Michael Layne Trust, hereinafter referred to as "Lessor," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by Jeff Ahlstrom, whose title is: Interim Deputy Public Works Director, hereinafter referred to as "County's Lease Administrator," and on behalf of Lessor by Michael Layne Trustees.

SECTION TWO. DESCRIPTION.

Lessor hereby leases to County that real property described as The office building located at 162 Grove Street, Bishop, California

Said real property, hereinafter referred to as "leased premises," is leased on the terms and conditions hereafter set forth.

SECTION THREE. PARKING.

County shall have reasonable non-exclusive use of the parking areas located North and East side of building in common with other tenants and occupants of the leased premises, together with the right of reasonable ingress and egress to the leased premises parking area.

SECTION FOUR. INITIAL TERM AND OPTIONS.

The initial term of this Lease is for One Year commencing on July 1, 2012 and terminating on June 30, 2013. In addition, County shall have two options to extend the Lease for additional one-year periods as follows:

- a. From July 1, 2013 through June 30, 2014
- b. From July 1, 2014 through June 30, 2015

County shall exercise such options by giving written notice to Lessor at least thirty (30) days before the expiration of the Lease Term, or an extension thereof.

The notice shall specify the period of the options being exercised. Except as provided for in Section Seven (Rent), the option to extend shall be upon the same terms and conditions as stated in this Lease.

The County shall not be liable for any rent until such time as County occupies the leased premises.

SECTION FIVE. EARLY TERMINATION.

The ability of County to enter into this Lease is based upon available funding from various sources such as, without limitation, grants or other appropriations from other governmental entities. This Lease may be terminated by County at its sole discretion by first giving to Lessor no less than sixty (60) day written notice in the event that, for reasons not reasonably within County's control, such funding from one or more of such sources fails, is reduced, or is otherwise modified in such a manner as to render all or part of the funding unavailable for payment of rent pursuant to this Lease.

SECTION SIX. HOLDING OVER.

Any holding over at the expiration of said term, or extensions thereof, with the consent of Lessor, either expressed or implied, shall be construed to be a tenancy from month to month at the same rental as paid for the last month of the lease period, and shall be otherwise upon the same terms and conditions as are herein provided. Such holding over shall include any time required by County to remove its equipment and fixtures.

SECTION SEVEN. RENT.

The rent reserved to Lessor herein shall be the sum of FIVE THOUSAND SEVEN HUNDRED Dollars (\$ 5,700.00) per month and shall be paid in arrears, which means by the first of the month next following the month on which such rental was earned.

In the event the County exercises its option to extend for any or all of the one-year periods, the rent for such option period may increase as agreed upon by Lessor and County, but not to exceed an increase in excess of five percent (5 %) of the rent for the previous Lease period.

SECTION EIGHT. PRORATED RENT.

The County shall not be liable for rent until such time as County occupies the leased premises. The rent shall be prorated daily for the number of days that the building is occupied by County in its initial occupancy, if less than a full month, and in holding over pursuant to Section Six (Holding Over).

SECTION NINE. USE.

It is the intention of the County to occupy and use the leased premises for governmental uses. County may use leased premises for other governmental uses, but such uses are subject to approval of the Lessor, which approval shall not unreasonably be withheld.

SECTION TEN. HOURS.

County shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION ELEVEN. ALTERATIONS AND IMPROVEMENTS.

County may make alterations and/or additions to the leased premises. However, any additions, improvements or alterations permanently made or affixed to the leased premises shall be made only with Lessor's written approval. All equipment and non-permanent fixtures installed by County shall remain the property of the County and may be removed by County upon termination of this Lease or any extension thereof. Any damage occasioned by such installation and/or removal shall be repaired by County. All other fixtures, additions, alterations and improvements made by the County to the Leased premises shall become property of Lessor upon termination of this Lease or any extension thereof.

SECTION TWELVE. UTILITIES.

Lessor shall provide and pay for the following utilities: None
County shall provide and pay for the following utilities:
water, sewer and electricity

SECTION THIRTEEN. JANITORIAL SERVICE AND TRASH REMOVAL.

The Lessee (County) shall furnish at it's sole expense janitorial and trash removal services which may be required on the leased premises, not less than once weekly. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FOURTEEN. MAINTENANCE.

Lessor shall, at Lessor's own expense, keep and maintain the entire leased premises, both interior and exterior (including, but not limited to, landscaping, sidewalks, parking lots, and all mechanical, cooling, heating, plumbing, and ventilating equipment, if any), in good order, condition, and repair. Lessor shall make repairs required under this clause within a reasonable time after receipt of written notice of the need of such repairs.

SECTION FIFTEEN. SIGNS.

County may erect signs necessary to identify County's occupancy of the leased premises during the term hereunder. The County shall forward to Lessor the proposed design for said signs prior to placing said signs on the leased premises. County shall not place the proposed signs on the leased premises until Lessor has given Lessor's consent to the proposed signs. Lessor shall not unreasonably withhold said consent. Signs shall be removed by County at the termination of this Lease.

SECTION SIXTEEN. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by act of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse the County from the payment of any rental or other charge required of County, except as may be expressly provided elsewhere in this Lease.

SECTION SEVENTEEN. WASTE.

County shall give prompt notice to Lessor of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION EIGHTEEN. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be substantially damaged by any cause during the term of this Lease or extension thereof, other than through the fault or neglect of County, to such an extent that the leased premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction; if this Lease is not so terminated, County shall not be liable for any rent until repairs have been made or reconstruction completed by Lessor, so that the leased premises are again ready for occupancy. If the leased premises are substantially damaged or destroyed through the sole fault or negligence of County, its officers, or employees, this Lease may not be terminated by County, and it shall be the obligation of County, at its sole expense, to reconstruct or repair said leased premises.

SECTION NINETEEN. HOLD HARMLESS.

County shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein or thereon caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or criminal acts of third parties or fire, water, gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by Lessor, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the County shall not be liable. County shall, to the extent authorized by law, defend, indemnify, and hold harmless Lessor from and against the same, which is occasioned by, growing out of, arising, or resulting from any willful or negligent act or omission on the part of County, its officers, employees, or agents.

SECTION TWENTY. RIGHT OF ENTRY.

Lessor reserves the right to enter at all reasonable times upon any part of the leased premises, to inspect and examine the same, or to see that the covenants of this Lease are being kept and performed.

SECTION TWENTY-ONE. QUIET POSSESSION.

The Lessor, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that County, upon payment of the rental reserved and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease, or any extensions thereof, without hindrance or interruption by Lessor, its heirs, devisees, successors, or assigns. Lessor has and reserves the right at any reasonable time to enter upon the leased premises, to inspect said leased premises, or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with County's use and enjoyment of the leased premises.

SECTION TWENTY-TWO. NOTICE.

Any notice, communication, amendment, addition, or deletion to this Lease, including change of address of either party during the term of this Lease, which Lessor or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY	
<u>Public Works</u>	Department
<u>P.O. Drawer Q</u>	Street
<u>Independence, CA 93526</u>	City and State
LESSOR	
<u>Connie and Michael Layne Trust</u>	Name
<u>192 E. Radcliffe Dr.</u>	Street
<u>Claremont, CA 91711</u>	City and State

SECTION TWENTY-THREE. ASSIGNMENT AND SUBLEASE.

County agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first

obtaining written consent of Lessor or its duly authorized agent, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release County from liability hereunder, and any assignee or sublessee shall expressly assume all County's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION TWENTY-FOUR. SUBORDINATION.

County agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by Lessor or owner, or their successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. County agrees to execute and deliver, upon demand of Lessor, any and all instruments desired by Lessor subordinating in the manner requested by Lessor this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, County's right to quiet possession of the leased premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION TWENTY-FIVE. MECHANIC'S LIEN.

County agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of, County, provided however, that County can contest such lien provided it post an adequate bond therefore.

SECTION TWENTY-SIX. COMPLIANCE WITH LAW.

County shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

SECTION TWENTY-SEVEN. WAIVER.

It is agreed that any waiver by Lessor of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessor to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION TWENTY-EIGHT. DEFAULT.

In the event that Lessor or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION TWENTY-NINE. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION THIRTY. ATTORNEY'S FEES AND COSTS.

In any legal proceeding initiated by a party to the Lease against the other party arising from or relating to the Lease or the use of the Leased Premises hereunder, the non-prevailing party shall pay all costs, including reasonable attorney's fees, incurred by the prevailing party in connection with the legal proceedings.

SECTION THIRTY-ONE. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION THIRTY-TWO. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

SECTION THIRTY-THREE. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: N/A

SECTION THIRTY-FOUR. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION THIRTY-FIVE. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION THIRTY-SIX. CONSTRUCTION OF AGREEMENT.

Both Lessor and County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against either the Lessor or the County as the drafters of this document.

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**LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND**

Connie and Michael Layne Trust

Initial Term of Lease:

July 1, 2012 - June 30, 2013

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____ day of _____,

LESSEE

County of Inyo

By _____
Chairperson, Board of Supervisors

Date: _____

Approved as to form and content:

County's Lease Administrator

Approved as to form and legality:



County Counsel

Approved as to accounting form and content:



County Auditor

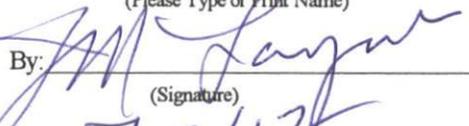
Approved as to insurance and risk management:

County Risk Manager

LESSOR

Michael Layne

(Please Type or Print Name)

By: 

(Signature)

Date: 5/23/12

Taxpayer's Identification No.:

528 38 4301



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

AGENDA NUMBER
For Clerk's Use Only:

11

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

FROM: Kammi Foote, Inyo County Clerk/Recorder & Registrar of Voters

FOR THE BOARD MEETING OF: June 19, 2012

SUBJECT: Statement of All Votes Cast - June 5, 2012 – Presidential Primary Election

DEPARTMENTAL RECOMMENDATION: Recommend that the Board of Supervisors issue an order accepting the Statement of All Votes Cast at the Presidential Primary Election held June 5, 2012 and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: "The elections official shall prepare a certified statement of the results of the election and submit it to the governing body within 28 days of the election..." (Elections Code §15372)

ALTERNATIVES: Not issue an order accepting the Statement of All Votes Cast, which would be contradictory to Elections Code §15372.

OTHER AGENCY INVOLVEMENT: Not applicable

FINANCING: No impact

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> <p align="right">Approved: _____ Date: _____</p>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> <p align="right">Approved: _____ Date: _____</p>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> <p align="right">Approved: _____ Date: _____</p>

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

CERTIFICATE OF INYO COUNTY CLERK
TO THE STATEMENT OF ALL VOTES CAST AT
THE PRESIDENTIAL PRIMARY ELECTION
HELD ON JUNE 5, 2012

STATE OF CALIFORNIA)
) ss:
COUNTY OF INYO)

I, KAMMI FOOTE, INYO COUNTY CLERK/RECORDER AND REGISTRAR OF VOTERS DO HEREBY CERTIFY THAT:

1. STATE, FEDERAL AND LOCAL CONTESTS, AND STATE MEASURES WERE SUBMITTED TO THE VOTE OF THE VOTERS, AND,
2. PURSUANT TO THE PROVISIONS OF SECTION 15372 OF THE CALIFORNIA ELECTIONS CODE, I DID CANVASS THE RETURNS OF THE VOTES CAST IN THIS COUNTY, AND
3. THE STATEMENT OF VOTES CAST SHOWS THE TOTAL NUMBER OF VOTES CAST IN THIS COUNTY AND IN EACH OF THE PRECINCTS THEREIN, AND,
4. THAT THE TOTALS AS SHOWN FOR EACH CANDIDATE AND MEASURE ARE FULL, TRUE, AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL THIS 12 TH DAY OF JUNE 2012.





Kammi Foote
Inyo County Clerk/Recorder
& Registrar of Voters



COUNTY OF INYO, STATE OF CALIFORNIA
KAMMI FOOTE, CLERK-RECORDER, REGISTRAR OF VOTERS
Telephone: (760) 873-8481, (760) 878-0223, (760) 876-5559, (800) 447-4696
P. O. Drawer F, Independence, CA 93526
168 N. Edwards St., Independence, CA

June 12, 2012

Honorable Members of the
Inyo County Board of Supervisors
P.O. Drawer N
Independence, CA 93526

RE: Statement of All Votes Cast at the June 5, 2012 Presidential Primary
Election - Declaration of Persons Elected

Dear Members of the Board:

In accordance with the requirements of Election Code Section 15372, attached is a certified Statement of all Votes Cast at the Presidential Primary Election held June 5, 2012. Please issue an Order accepting this Statement and, in accordance with Section 15400 of the Elections Code, declare nominated or elected those offices under your jurisdiction and declare passed or failed those measures under your jurisdiction, according to the number of votes for each as shown on the Statement.

COUNTY

SUPERVISOR – 2nd DISTRICT

Russ Aldridge (112 votes) - 13.73%
Jeff Griffiths (434 votes) – 53.19% - Declare Elected
Susan Cash (270 votes) – 33.09%

SUPERVISOR – 4th DISTRICT

Christopher Dangwillo (42 votes) – 3.84%
Nina Weisman (263 votes) – 24.06%
Mark Tillemans (356 votes) – 32.57% - Declare Nominated
Marty Fortney (432 votes) – 39.52% - Declare Nominated

SUPERVISOR – 5th DISTRICT

Jim Gentry (279 votes) – 32.59% - Declare Nominated
Matt Kinglsey (398 votes) – 46.50% - Declare Nominated
Richard Cervantes (179 votes) – 20.91%

INYO COUNTY BOARD OF EDUCATION

Pursuant to Education Code §5326 and Education Code §5328, the candidates who have been nominated shall be declared elected.

TRUSTEE AREA II

Kenneth R. Lloyd (306 votes) – 39.23%

Lynn Cooper (474 votes) – 60.77% - Declare Elected

TRUSTEE AREA IV

Mary M. Kemp - Declare Elected

DEMOCRATIC CENTRAL COMMITTEE

Pursuant to Elections Code §7228 the candidates who have been nominated shall be declared elected.

SUPERVISOR DISTRICT I

Nobody Filed

SUPERVISOR DISTRICT II

Nobody Filed

SUPERVISOR DISTRICT III

Nobody Filed

SUPERVISOR DISTRICT IV

Nobody Filed

SUPERVISOR DISTRICT V

Nobody Filed

REPUBLICAN CENTRAL COMMITTEE

Pursuant to Elections Code §7423 the candidates who have been nominated shall be declared elected.

SUPERVISOR DISTRICT I

Thaddeus W. Taylor – Declare Elected

SUPERVISOR DISTRICT II

Nobody Filed

SUPERVISOR DISTRICT III

Samuel R. Wasson – Declare Elected

Theona D. Wasson – Declare Elected

SUPERVISOR DISTRICT IV

Nobody Filed

SUPERVISOR DISTRICT V
David Blacker – Declare Elected

Following the issuance of your Order and Declarations, the Clerk's Office will issue the required Certificates of Election and Nomination pursuant to Elections Code §15401.

Sincerely,



Kammi Foote
Inyo County Clerk/Recorder and
Registrar of Voters

INYO COUNTY Statement of Vote
PRESIDENTIAL PRIMARY ELECTION

June 5, 2012

300009	REPUBLICAN PRESIDENTIAL PREFERENCE - REPUBLICAN													
	Registration	Ballots Cast	Turnout (%)		MIKE GINGRICH	MITT ROMNEY	CHARLES E. "BUDDY" ROEMER, III	FRED KARGER	RICK SANTORUM	RON PAUL				
101 0101	642	60	9.35		2	16	0	0	0	8				
101 - Vote by Mail	642	302	47.04		5	144	0	0	3	10				
102 0102	837	116	13.86		2	53	1	0	1	5				
102 - Vote by Mail	837	319	38.11		10	131	2	2	11	11				
103 0103	628	95	15.13		1	44	1	0	3	4				
103 - Vote by Mail	628	220	35.03		8	101	1	1	4	13				
104MB 0104	104	0	0.00		0	0	0	0	0	0				
104MB - Vote by Mail	104	64	51.92		2	22	0	0	0	4				
105 0105	803	158	19.68		2	51	0	1	4	12				
105 - Vote by Mail	803	270	33.62		6	92	0	1	8	19				
106 0106	422	67	15.88		2	15	1	0	2	1				
106 - Vote by Mail	422	129	30.57		2	39	1	0	1	5				
107 0107	344	53	15.41		3	10	0	0	0	1				
107 - Vote by Mail	344	113	32.85		1	37	0	0	3	3				
108 0108	835	129	15.45		1	56	2	0	5	2				
108 - Vote by Mail	835	324	38.80		5	149	2	2	8	16				
109 0109	882	165	18.71		0	94	0	0	0	7				
109 - Vote by Mail	882	383	43.42		5	222	1	0	6	12				
110 0110	580	73	13.04		2	8	0	0	1	4				
110 - Vote by Mail	580	86	11.79		2	9	0	0	4	1				
111 0111	370	47	12.70		3	18	0	0	3	6				
111 - Vote by Mail	370	161	43.51		4	69	1	2	4	11				
112 0112	612	160	26.14		4	52	2	0	1	10				
112 - Vote by Mail	612	175	28.59		2	75	0	0	1	6				
113 0113	404	112	27.72		5	44	1	0	1	5				
113 - Vote by Mail	404	135	33.42		1	49	0	0	2	10				
114MB 0114	71	1	1.41		0	0	0	0	0	0				
114MB - Vote by Mail	71	53	74.65		0	16	0	0	1	3				
115 0115	427	113	26.46		6	42	0	0	0	7				
115 - Vote by Mail	427	165	38.64		4	49	1	1	5	8				
116 0116	447	116	25.95		0	26	0	0	2	8				
116 - Vote by Mail	447	137	30.65		1	45	0	0	3	7				
117 0117	564	132	23.40		2	34	0	0	2	4				
117 - Vote by Mail	564	195	34.57		2	61	1	2	2	1				
118MB 0118	92	1	1.09		0	0	0	0	0	0				
118MB - Vote by Mail	92	57	61.96		2	6	0	0	0	2				
119MB 0119	184	1	0.54		0	1	0	0	0	0				
119MB - Vote by Mail	184	107	58.15		1	60	1	0	3	3				
120MB 0120	140	1	0.71		0	0	0	0	0	0				
120MB - Vote by Mail	140	66	47.14		2	7	0	0	0	5				
121MB 0121	123	0	0.00		0	0	0	0	0	0				
121MB - Vote by Mail	123	69	56.10		1	4	0	0	0	2				
Precinct Totals	9491	1800	18.86		35	564	8	1	25	84				
Vote by Mail Totals	9491	3500	36.88		66	1387	11	11	69	152				
Grand Totals	9491	5100	53.74		101	1951	19	12	94	236				
CALIFORNIA	9491	5100	53.74		101	1951	19	12	94	236				
8th CONGRESSIONAL DISTRICT	9491	5100	53.74		101	1951	19	12	94	236				
8th STATE SENATE DISTRICT	9491	5100	53.74		101	1951	19	12	94	236				
26th ASSEMBLY DISTRICT	9491	5100	53.74		101	1951	19	12	94	236				
1st EQUALIZATION	9491	5100	53.74		101	1951	19	12	94	236				
1st SUPERVISOR DISTRICT	2107	1112	52.78		28	489	5	3	22	51				
2nd SUPERVISOR DISTRICT	1673	844	50.45		18	266	2	2	18	45				
3rd SUPERVISOR DISTRICT	2277	1140	50.07		15	538	5	2	24	42				
4th SUPERVISOR DISTRICT	1884	1122	59.55		29	414	5	3	18	66				
5th SUPERVISOR DISTRICT	1550	882	56.90		11	244	2	2	12	32				
INYO	9491	5100	53.74		101	1951	19	12	94	236				
BISHOP	1569	790	50.35		16	244	2	2	18	41				
UNINCORPORATED AREA	7922	4310	54.41		85	1707	17	10	76	195				

INYO COUNTY Statement of Vote
PRESIDENTIAL PRIMARY ELECTION

June 5, 2012

400010		AMERICAN INDEPENDENT PRESIDENTIAL PREFERENCE - AMERICAN INDEPENDENT											
	Registration	Ballots Cast	Turnout (%)	EDWARD C. NOONAN	MIAD MAX RIENSE	LAURIE ROTH							
101 0101	642	60	9.35	0	0	0							
101 - Vote by Mail	642	302	47.04	0	0	0							
102 0102	837	116	13.86	0	0	0							
102 - Vote by Mail	837	319	38.11	4	0	1							
103 0103	628	95	15.13	1	1	0							
103 - Vote by Mail	628	220	35.03	2	1	1							
104MB 0104	104	0	0.00	0	0	0							
104MB - Vote by Mail	104	54	51.92	0	1	0							
105 0105	803	158	19.68	0	0	0							
105 - Vote by Mail	803	270	33.62	2	1	2							
106 0106	422	67	15.88	0	0	0							
106 - Vote by Mail	422	129	30.57	0	1	0							
107 0107	344	53	15.41	0	0	0							
107 - Vote by Mail	344	113	32.85	0	0	0							
108 0108	835	129	15.45	0	0	1							
108 - Vote by Mail	835	324	38.80	1	0	3							
109 0109	882	165	18.71	0	0	1							
109 - Vote by Mail	882	383	43.42	2	1	1							
110 0110	580	73	13.04	0	1	1							
110 - Vote by Mail	580	66	11.79	0	0	1							
111 0111	370	47	12.70	0	1	0							
111 - Vote by Mail	370	161	43.51	0	0	0							
112 0112	612	160	26.14	1	1	1							
112 - Vote by Mail	612	175	28.59	0	2	0							
113 0113	404	112	27.72	0	2	1							
113 - Vote by Mail	404	135	33.42	2	1	0							
114MB 0114	71	1	1.41	0	0	0							
114MB - Vote by Mail	71	53	74.65	0	1	1							
115 0115	427	113	26.46	2	1	2							
115 - Vote by Mail	427	165	38.64	0	1	0							
116 0116	447	116	25.95	0	0	0							
116 - Vote by Mail	447	137	30.65	1	0	2							
117 0117	564	132	23.40	5	0	2							
117 - Vote by Mail	564	195	34.57	1	1	1							
118MB 0118	92	1	1.09	0	0	0							
118MB - Vote by Mail	92	57	61.96	0	0	4							
119MB 0119	184	1	0.54	0	0	0							
119MB - Vote by Mail	184	107	58.15	1	1	0							
120MB 0120	140	1	0.71	0	0	0							
120MB - Vote by Mail	140	66	47.14	0	0	0							
121MB 0121	123	0	0.00	0	0	0							
121MB - Vote by Mail	123	69	56.10	1	1	1							
Precinct Totals	9491	1600	16.86	9	7	9							
Vote by Mail Totals	9491	3500	36.88	17	13	18							
Grand Totals	9491	5100	53.74	26	20	27							
CALIFORNIA	9491	5100	53.74	26	20	27							
8th CONGRESSIONAL DISTRICT	9491	5100	53.74	26	20	27							
8th STATE SENATE DISTRICT	9491	5100	53.74	26	20	27							
26th ASSEMBLY DISTRICT	9491	5100	53.74	26	20	27							
1st EQUALIZATION	9491	5100	53.74	26	20	27							
1st SUPERVISOR DISTRICT	2107	1112	52.78	7	2	2							
2nd SUPERVISOR DISTRICT	1673	844	50.45	2	3	2							
3rd SUPERVISOR DISTRICT	2277	1140	50.07	3	2	8							
4th SUPERVISOR DISTRICT	1884	1122	59.55	5	10	5							
5th SUPERVISOR DISTRICT	1550	882	56.90	9	3	10							
INYO	9491	5100	53.74	26	20	27							
BISHOP	1569	790	50.35	2	2	2							
UNINCORPORATED AREA	7922	4310	54.41	24	18	25							

INYO COUNTY Statement of Vote
PRESIDENTIAL PRIMARY ELECTION

500011		GREEN PRESIDENTIAL PREFERENCE - GREEN												
	Registration	Ballots Cast	Turnout (%)		JILL STEIN	KENT HIESPLAY	ROSEANNE BARR							
101 0101	642	60	9.35		1	0	0							
101 - Vote by Mail	642	302	47.04		1	0	0							
102 0102	837	116	13.86		0	0	0							
102 - Vote by Mail	837	319	38.11		0	0	0							
103 0103	628	95	15.13		1	0	0							
103 - Vote by Mail	628	220	35.03		0	0	0							
104MB 0104	104	0	0.00		0	0	0							
104MB - Vote by Mail	104	54	51.92		0	0	0							
105 0105	803	158	19.68		1	0	0							
105 - Vote by Mail	803	270	33.62		0	0	0							
106 0106	422	67	15.88		0	0	0							
106 - Vote by Mail	422	129	30.57		1	0	0							
107 0107	344	53	15.41		2	0	0							
107 - Vote by Mail	344	113	32.85		1	0	0							
108 0108	835	129	15.45		0	0	0							
108 - Vote by Mail	835	324	38.80		1	1	0							
109 0109	882	165	18.71		0	0	0							
109 - Vote by Mail	882	383	43.42		0	0	0							
110 0110	560	73	13.04		0	0	0							
110 - Vote by Mail	560	66	11.79		0	0	0							
111 0111	370	47	12.70		0	0	0							
111 - Vote by Mail	370	161	43.51		1	0	0							
112 0112	612	160	26.14		0	0	0							
112 - Vote by Mail	612	175	28.59		0	0	0							
113 0113	404	112	27.72		0	0	0							
113 - Vote by Mail	404	135	33.42		0	0	0							
114MB 0114	71	1	1.41		0	0	0							
114MB - Vote by Mail	71	53	74.65		1	0	0							
115 0115	427	113	26.46		0	0	1							
115 - Vote by Mail	427	165	38.64		0	0	1							
116 0116	447	116	25.95		0	1	1							
116 - Vote by Mail	447	137	30.65		0	0	1							
117 0117	564	132	23.40		0	0	1							
117 - Vote by Mail	564	195	34.57		0	0	0							
118MB 0118	92	1	1.09		0	0	0							
118MB - Vote by Mail	92	57	61.96		0	0	0							
119MB 0119	184	1	0.54		0	0	0							
119MB - Vote by Mail	184	107	58.15		0	0	0							
120MB 0120	140	1	0.71		0	0	0							
120MB - Vote by Mail	140	66	47.14		2	0	0							
121MB 0121	123	0	0.00		0	0	0							
121MB - Vote by Mail	123	69	56.10		1	0	4							
Precinct Totals	9491	1600	16.86		5	1	3							
Vote by Mail Totals	9491	3500	36.88		9	1	6							
Grand Totals	9491	5100	53.74		14	2	9							
CALIFORNIA	9491	5100	53.74		14	2	9							
8th CONGRESSIONAL DISTRICT	9491	5100	53.74		14	2	9							
8th STATE SENATE DISTRICT	9491	5100	53.74		14	2	9							
26th ASSEMBLY DISTRICT	9491	5100	53.74		14	2	9							
1st EQUALIZATION	9491	5100	53.74		14	2	9							
1st SUPERVISOR DISTRICT	2107	1112	52.78		3	0	0							
2nd SUPERVISOR DISTRICT	1673	844	50.45		5	0	0							
3rd SUPERVISOR DISTRICT	2277	1140	50.07		1	1	0							
4th SUPERVISOR DISTRICT	1884	1122	59.55		2	0	2							
5th SUPERVISOR DISTRICT	1550	882	56.90		3	1	7							
INYO	9491	5100	53.74		14	2	9							
BISHOP	1569	790	50.35		5	0	0							
UNINCORPORATED AREA	7922	4310	54.41		9	2	9							

INYO COUNTY Statement of Vote
PRESIDENTIAL PRIMARY ELECTION

June 5, 2012

LIBERTARIAN PRESIDENTIAL PREFERENCE - LIBERTARIAN													
600012	Registration	Ballots Cast	Turnout (%)		BARBARA JOY WAYMIRE	LEE WRIGHTS	ROGER GARY	JAMES OGLE	SCOTT KELLER	BILL STILL	GARY JOHNSON	R.J. HARRIS	CARL PERSON
101 0101	642	60	9.35		0	0	0	0	0	0	0	0	0
101 - Vote by Mail	642	302	47.04		0	0	0	0	0	0	1	0	0
102 0102	837	116	13.86		0	0	0	0	0	0	0	0	0
102 - Vote by Mail	837	319	38.11		0	0	0	0	1	0	0	0	0
103 0103	628	95	15.13		0	0	1	0	0	0	0	1	0
103 - Vote by Mail	628	220	35.03		0	0	0	0	0	0	0	0	0
104MB 0104	104	0	0.00		0	0	0	0	0	0	0	0	0
104MB - Vote by Mail	104	54	51.92		0	0	1	0	0	0	0	0	0
105 0105	803	158	19.68		0	0	0	0	0	0	0	0	0
105 - Vote by Mail	803	270	33.62		0	0	0	0	1	0	1	0	0
106 0108	422	67	15.88		0	0	0	0	0	0	0	0	0
106 - Vote by Mail	422	129	30.57		0	0	0	0	0	0	0	0	0
107 0107	344	53	15.41		0	0	0	0	0	0	0	0	0
107 - Vote by Mail	344	113	32.85		0	0	0	0	0	0	0	0	0
108 0108	835	129	15.45		1	0	0	0	0	0	0	0	0
108 - Vote by Mail	835	324	38.80		0	0	0	0	0	0	1	0	0
109 0109	882	165	18.71		0	0	0	0	0	1	0	0	0
109 - Vote by Mail	882	383	43.42		0	0	0	0	0	0	2	0	0
110 0110	560	73	13.04		0	0	0	0	0	0	0	0	0
110 - Vote by Mail	560	66	11.79		0	0	0	0	0	0	0	0	0
111 0111	370	47	12.70		0	0	1	0	0	0	0	0	0
111 - Vote by Mail	370	161	43.51		0	0	0	0	0	0	0	0	0
112 0112	612	160	26.14		0	0	0	0	0	0	0	0	0
112 - Vote by Mail	612	175	28.59		0	0	0	0	0	0	0	0	0
113 0113	404	112	27.72		0	0	0	0	0	0	1	0	0
113 - Vote by Mail	404	135	33.42		0	0	0	0	0	0	2	0	0
114MB 0114	71	1	1.41		0	0	0	0	0	0	0	0	0
114MB - Vote by Mail	71	53	74.65		0	1	0	0	0	0	0	0	0
115 0115	427	113	26.46		0	0	0	0	0	0	1	0	0
115 - Vote by Mail	427	165	38.64		0	0	0	0	0	0	0	0	0
116 0116	447	116	25.95		1	0	0	0	0	0	0	0	0
116 - Vote by Mail	447	137	30.65		0	1	0	0	0	0	0	0	0
117 0117	564	132	23.40		0	2	0	0	1	0	0	0	0
117 - Vote by Mail	564	195	34.57		0	0	0	0	0	0	0	0	0
118MB 0118	92	1	1.09		0	0	0	0	0	0	0	0	0
118MB - Vote by Mail	92	57	61.96		1	0	0	0	0	0	0	0	0
119MB 0119	184	1	0.54		0	0	0	0	0	0	0	0	0
119MB - Vote by Mail	184	107	58.15		0	0	0	0	1	0	0	0	0
120MB 0120	140	1	0.71		0	0	0	0	0	0	0	0	0
120MB - Vote by Mail	140	66	47.14		0	0	0	0	0	0	0	0	0
121MB 0121	123	0	0.00		0	0	0	0	0	0	0	0	0
121MB - Vote by Mail	123	69	56.10		1	0	0	0	0	1	0	0	0
Precinct Totals	9491	1600	16.86		2	2	2	0	1	1	2	1	0
Vote by Mail Totals	9491	3500	36.88		2	2	1	0	3	1	7	0	0
Grand Totals	9491	5100	53.74		4	4	3	0	4	2	9	1	0
CALIFORNIA	9491	5100	53.74		4	4	3	0	4	2	9	1	0
8th CONGRESSIONAL DISTRICT	9491	5100	53.74		4	4	3	0	4	2	9	1	0
8th STATE SENATE DISTRICT	9491	5100	53.74		4	4	3	0	4	2	9	1	0
26th ASSEMBLY DISTRICT	9491	5100	53.74		4	4	3	0	4	2	9	1	0
1st EQUALIZATION	9491	5100	53.74		4	4	3	0	4	2	9	1	0
1st SUPERVISOR DISTRICT	2107	1112	52.78		0	0	1	0	1	0	1	1	0
2nd SUPERVISOR DISTRICT	1673	844	50.45		0	0	1	0	1	0	3	0	0
3rd SUPERVISOR DISTRICT	2277	1140	50.07		1	0	0	0	0	1	3	0	0
4th SUPERVISOR DISTRICT	1884	1122	59.65		0	1	1	0	0	0	4	0	0
5th SUPERVISOR DISTRICT	1550	882	56.90		3	3	0	0	2	1	0	1	0
INYO	9491	5100	53.74		4	4	3	0	4	2	9	1	0
BISHOP	1569	790	50.35		0	0	0	0	1	0	1	0	0
UNINCORPORATED AREA	7922	4310	54.41		4	4	3	0	3	2	8	1	0

INYO COUNTY Statement of Vote
PRESIDENTIAL PRIMARY ELECTION

June 5, 2012

700013		PEACE AND FREEDOM PRESIDENTIAL PREFERENCE - PEACE AND FREEDOM												
	Registration	Ballots Cast	Turnout (%)		ROSS C. "ROCKY" ANDERSON	STEWART ALEXANDER	STEPHEN DURHAM							
101 0101	642	60	9.35		0	0	0							
101 - Vote by Mail	642	302	47.04		0	0	0							
102 0102	837	116	13.86		0	0	0							
102 - Vote by Mail	837	319	38.11		1	0	0							
103 0103	628	95	15.13		0	0	0							
103 - Vote by Mail	628	220	35.03		0	0	0							
104MB 0104	104	0	0.00		0	0	0							
104MB - Vote by Mail	104	54	51.92		0	0	0							
105 0105	803	156	19.68		0	0	0							
105 - Vote by Mail	803	270	33.62		0	0	0							
106 0106	422	67	15.88		0	0	0							
106 - Vote by Mail	422	129	30.57		0	0	0							
107 0107	344	53	15.41		1	0	0							
107 - Vote by Mail	344	113	32.85		0	0	0							
108 0108	835	129	15.45		0	0	0							
108 - Vote by Mail	835	324	38.80		0	0	0							
109 0109	882	165	18.71		0	0	0							
109 - Vote by Mail	882	383	43.42		0	0	0							
110 0110	560	73	13.04		0	0	0							
110 - Vote by Mail	560	66	11.79		0	0	0							
111 0111	370	47	12.70		0	0	1							
111 - Vote by Mail	370	161	43.51		0	0	0							
112 0112	612	160	26.14		0	0	0							
112 - Vote by Mail	612	175	28.59		0	1	0							
113 0113	404	112	27.72		0	0	0							
113 - Vote by Mail	404	135	33.42		0	0	0							
114MB 0114	71	1	1.41		0	0	0							
114MB - Vote by Mail	71	53	74.65		0	0	0							
115 0115	427	113	26.46		0	0	0							
115 - Vote by Mail	427	165	38.64		0	0	0							
116 0116	447	116	25.95		1	0	0							
116 - Vote by Mail	447	137	30.65		1	0	0							
117 0117	564	132	23.40		0	0	0							
117 - Vote by Mail	564	195	34.57		0	0	0							
118MB 0118	92	1	1.09		0	0	0							
118MB - Vote by Mail	92	57	61.96		3	0	0							
119MB 0119	184	1	0.64		0	0	0							
119MB - Vote by Mail	184	107	58.15		0	0	0							
120MB 0120	140	1	0.71		0	0	0							
120MB - Vote by Mail	140	66	47.14		0	0	1							
121MB 0121	123	0	0.00		0	0	0							
121MB - Vote by Mail	123	69	56.10		0	0	0							
Precinct Totals	9491	1600	16.86		2	0	1							
Vote by Mail Totals	9491	3500	36.88		5	1	1							
Grand Totals	9491	5100	53.74		7	1	2							
CALIFORNIA	9491	5100	53.74		7	1	2							
8th CONGRESSIONAL DISTRICT	9491	5100	53.74		7	1	2							
8th STATE SENATE DISTRICT	9491	5100	53.74		7	1	2							
26th ASSEMBLY DISTRICT	9491	5100	53.74		7	1	2							
1st EQUALIZATION	9491	5100	53.74		7	1	2							
1st SUPERVISOR DISTRICT	2107	1112	52.78		1	0	0							
2nd SUPERVISOR DISTRICT	1673	844	50.45		1	0	0							
3rd SUPERVISOR DISTRICT	2277	1140	50.07		0	0	0							
4th SUPERVISOR DISTRICT	1884	1122	59.55		0	1	1							
5th SUPERVISOR DISTRICT	1550	882	56.90		5	0	1							
INYO	9491	5100	53.74		7	1	2							
BISHOP	1569	790	50.35		1	0	0							
UNINCORPORATED AREA	7922	4310	54.41		6	1	2							

INYO COUNTY Statement of Vote
PRESIDENTIAL PRIMARY ELECTION

100014		US SENATOR 2012													
	Registration	Ballots Cast	Turnout (%)	KABIRUDDIN KARIM ALI	RICK WILLIAMS	ROCELIO T. GLORIA	DON J. GRUNDMANN	ROBERT LAUTEN	GAIL K. LIGHTFOOT	DAVID ALEX LEVITT	ORLY TAITZ	AL RAHIREZ	DIRK ALLEN KONOPNIK	DONALD KRAMPE	MIKE STRIMLING
101 0101	642	60	9.35	0	5	1	0	2	3	1	2	1	0	1	0
101 - Vote by Mail	642	302	47.04	0	25	0	2	2	10	2	10	7	8	0	7
102 0102	837	116	13.86	0	10	3	1	4	4	1	2	5	1	2	2
102 - Vote by Mail	837	319	38.11	0	30	0	5	8	13	7	5	10	0	2	7
103 0103	628	95	15.13	1	16	1	0	4	1	2	10	1	0	0	0
103 - Vote by Mail	628	220	35.03	0	21	1	7	6	5	3	6	3	2	1	7
104MB 0104	104	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
104MB - Vote by Mail	104	54	51.92	1	7	0	0	3	3	0	1	3	0	2	2
105 0105	803	158	19.68	0	15	4	2	7	5	2	5	4	3	0	2
105 - Vote by Mail	803	270	33.62	0	28	3	2	6	5	5	8	4	4	2	6
106 0106	422	67	15.88	1	7	0	1	0	3	1	0	3	1	0	3
106 - Vote by Mail	422	129	30.57	1	11	2	1	0	4	5	3	4	0	0	3
107 0107	344	53	15.41	0	4	0	0	0	1	1	2	1	0	0	1
107 - Vote by Mail	344	113	32.85	0	8	1	2	4	1	1	2	6	2	0	4
108 0108	835	129	15.45	0	20	0	0	1	2	3	3	4	4	0	2
108 - Vote by Mail	835	324	38.80	0	27	1	5	8	10	8	7	10	2	0	4
109 0109	882	165	18.71	0	12	2	2	1	1	2	6	1	1	0	1
109 - Vote by Mail	882	383	43.42	0	37	3	3	12	6	6	13	9	1	1	5
110 0110	560	73	13.04	1	2	3	2	1	3	4	0	1	0	0	3
110 - Vote by Mail	560	66	11.79	0	5	0	1	0	5	2	1	2	0	1	0
111 0111	370	47	12.70	0	4	0	2	3	7	0	1	2	0	0	0
111 - Vote by Mail	370	161	43.51	0	18	0	1	3	4	4	2	5	0	3	6
112 0112	612	160	26.14	0	20	5	2	2	5	6	3	10	1	1	2
112 - Vote by Mail	612	175	28.59	0	21	0	0	3	1	8	6	5	0	3	5
113 0113	404	112	27.72	0	8	6	4	5	4	4	0	6	1	2	2
113 - Vote by Mail	404	135	33.42	0	11	0	3	5	5	0	0	3	4	1	4
114MB 0114	71	1	1.41	0	0	0	0	0	0	0	0	1	0	0	0
114MB - Vote by Mail	71	53	74.65	0	6	0	0	2	4	1	0	1	0	1	2
115 0115	427	113	26.46	0	5	3	0	0	3	1	3	3	2	1	3
115 - Vote by Mail	427	165	38.64	1	7	1	0	9	6	2	4	2	1	0	3
116 0116	447	116	25.95	0	10	4	2	3	5	7	1	5	0	1	5
116 - Vote by Mail	447	137	30.65	0	7	1	1	0	9	4	0	10	0	1	4
117 0117	564	132	23.40	0	9	3	3	4	6	3	4	6	1	3	2
117 - Vote by Mail	564	195	34.57	1	9	1	0	8	10	7	8	5	3	1	3
118MB 0118	92	1	1.09	0	0	0	0	0	0	0	0	0	0	0	0
118MB - Vote by Mail	92	57	61.96	1	2	1	0	0	6	0	2	0	1	0	7
119MB 0119	184	1	0.54	0	0	0	0	0	0	0	0	0	0	0	0
119MB - Vote by Mail	184	107	58.15	0	6	1	0	4	4	1	6	2	0	0	1
120MB 0120	140	1	0.71	0	0	0	0	0	0	0	0	0	0	0	0
120MB - Vote by Mail	140	66	47.14	0	1	0	0	0	3	5	0	2	1	1	2
121MB 0121	123	0	0.00	0	0	0	0	0	0	0	0	0	0	0	0
121MB - Vote by Mail	123	69	56.10	2	0	0	0	0	2	1	5	0	1	1	6
Precinct Totals	9491	1600	16.86	3	147	35	21	37	53	38	42	54	15	11	28
Vote by Mail Totals	9491	3500	36.88	7	285	16	33	83	116	72	89	93	30	21	88
Grand Totals	9491	5100	53.74	10	432	51	54	120	169	110	131	147	45	32	116
CALIFORNIA	9491	5100	53.74	10	432	51	54	120	169	110	131	147	45	32	116
8th CONGRESSIONAL DISTRICT	9491	5100	53.74	10	432	51	54	120	169	110	131	147	45	32	116
8th STATE SENATE DISTRICT	9491	5100	53.74	10	432	51	54	120	169	110	131	147	45	32	116
26th ASSEMBLY DISTRICT	9491	5100	53.74	10	432	51	54	120	169	110	131	147	45	32	116
1st EQUALIZATION	9491	5100	53.74	10	432	51	54	120	169	110	131	147	45	32	116
1st SUPERVISOR DISTRICT	2107	1112	52.78	1	107	6	15	26	36	16	35	27	11	6	23
2nd SUPERVISOR DISTRICT	1673	844	50.45	3	78	10	8	20	22	15	21	25	10	4	21
3rd SUPERVISOR DISTRICT	2277	1140	50.07	1	103	9	13	23	27	25	30	27	8	2	15
4th SUPERVISOR DISTRICT	1884	1122	59.55	1	100	15	12	32	39	26	19	38	9	12	27
5th SUPERVISOR DISTRICT	1550	882	56.90	4	44	11	6	19	45	28	26	30	7	8	30
INYO	9491	5100	53.74	10	432	51	54	120	169	110	131	147	45	32	116
BISHOP	1569	790	50.35	2	71	10	8	17	19	15	20	22	10	2	19
UNINCORPORATED AREA	7922	4310	54.41	8	361	41	46	103	150	95	111	126	35	30	97

INYO COUNTY Statement of Vote
PRESIDENTIAL PRIMARY ELECTION

June 5, 2012

100014		US SENATOR 2012														
	Registration	Ballots Cast	Turnout (%)		DIANE STEWART	NAK SHAH	NACHUM SHIFREN	DENNIS JACKSON	DAN HUGHES	GREG CONLON	JOHN BORUFF	OSCAR ALEJANDRO BRAUN	MARSH A FEINLAND	DIANNE FEINSTEIN	COLLEEN SHEA FERNALD	ELIZABETH EMKEN
101 0101	642	60	9.35		4	0	0	0	2	1	0	2	0	24	0	6
101 - Vote by Mail	642	302	47.04		2	1	0	2	40	15	0	12	2	106	3	30
102 0102	837	116	13.86		3	0	0	4	8	6	1	3	1	36	1	11
102 - Vote by Mail	837	319	38.11		10	0	0	18	35	14	0	8	2	82	3	35
103 0103	628	95	15.13		2	1	0	3	5	5	0	1	0	25	1	9
103 - Vote by Mail	628	220	35.03		4	2	0	12	21	9	3	7	1	42	3	34
104MB 0104	104	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
104MB - Vote by Mail	104	54	51.92		0	0	0	0	6	2	0	2	0	13	0	2
105 0105	803	158	19.68		0	0	0	6	14	2	0	3	3	60	2	5
105 - Vote by Mail	803	270	33.62		9	1	2	8	26	7	0	14	0	90	8	6
106 0106	422	67	15.88		0	0	0	0	5	1	0	2	1	28	1	2
106 - Vote by Mail	422	129	30.57		6	1	0	7	9	2	0	5	2	39	2	7
107 0107	344	53	15.41		1	0	0	3	2	0	1	0	1	24	1	4
107 - Vote by Mail	344	113	32.85		4	1	1	5	5	6	0	1	0	45	0	4
108 0108	835	129	15.45		4	0	0	0	14	5	0	4	1	45	2	9
108 - Vote by Mail	835	324	38.80		1	0	3	3	28	14	0	13	6	92	0	39
109 0109	882	165	18.71		1	0	0	4	25	19	1	2	1	44	1	27
109 - Vote by Mail	882	383	43.42		7	0	1	6	48	15	2	20	2	91	2	55
110 0110	560	73	13.04		6	1	0	1	3	1	0	0	0	32	2	1
110 - Vote by Mail	560	66	11.79		0	4	0	1	2	1	0	2	0	32	2	2
111 0111	370	47	12.70		1	0	1	1	8	3	0	2	1	6	1	1
111 - Vote by Mail	370	161	43.51		0	1	1	7	22	7	0	8	2	44	0	15
112 0112	612	160	26.14		7	2	0	3	10	4	0	8	2	43	1	11
112 - Vote by Mail	612	175	28.59		6	1	0	7	16	4	0	6	0	60	0	6
113 0113	404	112	27.72		3	0	0	4	10	3	0	0	0	26	1	4
113 - Vote by Mail	404	135	33.42		3	0	0	3	22	2	0	12	2	35	2	7
114MB 0114	71	1	1.41		0	0	0	0	0	0	0	0	0	0	0	0
114MB - Vote by Mail	71	53	74.65		0	0	0	0	3	4	2	3	0	20	0	2
115 0115	427	113	26.46		4	0	0	2	21	3	0	4	1	30	1	7
115 - Vote by Mail	427	165	38.64		5	0	0	7	11	3	0	8	4	56	6	11
116 0116	447	116	25.95		2	1	0	5	10	1	1	1	1	31	2	5
116 - Vote by Mail	447	137	30.65		0	2	0	2	14	3	0	7	1	38	0	10
117 0117	564	132	23.40		5	1	1	2	9	4	0	2	1	49	1	4
117 - Vote by Mail	564	195	34.57		3	0	1	2	15	5	0	12	0	66	0	11
118MB 0118	92	1	1.09		0	0	0	0	0	0	0	1	0	0	0	0
118MB - Vote by Mail	92	57	61.96		2	1	0	0	2	0	0	1	5	22	2	0
119MB 0119	184	1	0.54		0	0	0	1	0	0	0	0	0	0	0	0
119MB - Vote by Mail	184	107	58.15		1	0	1	7	17	2	1	14	1	17	0	14
120MB 0120	140	1	0.71		0	0	0	0	0	0	0	0	0	1	0	0
120MB - Vote by Mail	140	66	47.14		2	1	0	1	3	1	0	0	1	36	0	1
121MB 0121	123	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
121MB - Vote by Mail	123	69	56.10		2	0	0	1	2	0	0	0	3	34	4	2
Precinct Totals	9491	1600	16.86		43	6	2	39	146	58	4	35	14	504	18	106
Vote by Mail Totals	9491	3500	36.88		67	16	10	99	347	116	8	155	34	1060	37	293
Grand Totals	9491	5100	53.74		110	22	12	138	493	174	12	190	48	1564	55	399
CALIFORNIA	9491	5100	53.74		110	22	12	138	493	174	12	190	48	1564	55	399
8th CONGRESSIONAL DISTRICT	9491	5100	53.74		110	22	12	138	493	174	12	190	48	1564	55	399
8th STATE SENATE DISTRICT	9491	5100	53.74		110	22	12	138	493	174	12	190	48	1564	55	399
26th ASSEMBLY DISTRICT	9491	5100	53.74		110	22	12	138	493	174	12	190	48	1564	55	399
1st EQUALIZATION	9491	5100	53.74		110	22	12	138	493	174	12	190	48	1564	55	399
1st SUPERVISOR DISTRICT	2107	1112	52.78		25	4	0	39	111	50	4	33	6	315	11	125
2nd SUPERVISOR DISTRICT	1673	844	50.45		20	3	3	29	67	20	1	27	7	299	14	30
3rd SUPERVISOR DISTRICT	2277	1140	50.07		19	5	4	15	120	55	3	41	10	336	9	133
4th SUPERVISOR DISTRICT	1884	1122	59.55		29	4	2	34	123	33	2	51	12	320	12	64
5th SUPERVISOR DISTRICT	1550	882	56.90		17	6	3	21	72	16	2	38	13	294	9	47
INYO	9491	5100	53.74		110	22	12	138	493	174	12	190	48	1564	55	399
BISHOP	1569	790	50.35		20	3	3	29	61	18	1	25	7	286	14	28
UNINCORPORATED AREA	7922	4310	54.41		90	19	9	109	432	158	11	165	41	1278	41	371

INYO COUNTY Statement of Vote
PRESIDENTIAL PRIMARY ELECTION

June 5, 2012

US REPRESENTATIVE, 8TH CONGRESSIONAL

100015	Registration	Ballots Cast	Turnout (%)		JOSEPH D. NAPOLITANO	ANTHONY ADAMS	DENNIS L. ALBERTSEN	GREGG INIUS	ANGELA VALLES	PHIL LIBERATORE	BILL JENSEN	BRAD MITZELFELT	RYAN MCEACHRON	JACKIE CONAWAY	PAUL COOK	GEORGET. CRAIG
101 0101	642	60	9.35		1	1	1	15	6	7	0	0	1	14	1	0
101 - Vote by Mail	642	302	47.04		4	4	1	66	13	48	1	13	11	77	21	2
102 0102	837	116	13.86		2	2	1	29	4	25	3	4	2	18	6	1
102 - Vote by Mail	837	319	38.11	10	10	2	65	11	65	2	10	11	61	25	0	0
103 0103	628	95	15.13		0	3	0	37	6	17	1	0	2	15	5	0
103 - Vote by Mail	628	220	35.03		4	2	2	44	6	53	1	14	18	20	16	5
104MB 0104	104	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
104MB - Vote by Mail	104	54	51.92		3	2	0	14	0	9	0	1	3	9	5	2
105 0105	803	158	19.68		2	5	0	33	9	20	0	3	7	34	11	1
105 - Vote by Mail	803	270	33.62		1	9	2	48	13	31	4	9	11	74	21	6
106 0106	422	67	15.88		0	3	1	11	2	12	0	2	1	18	2	2
106 - Vote by Mail	422	129	30.57		2	0	3	22	8	20	1	3	3	31	5	0
107 0107	344	53	15.41		1	0	0	10	3	7	0	1	1	14	1	1
107 - Vote by Mail	344	113	32.85		1	2	0	12	5	14	1	4	4	41	7	4
108 0108	835	129	15.45		0	3	1	32	7	24	1	3	3	33	11	0
108 - Vote by Mail	835	324	38.80		3	9	1	53	13	55	5	8	23	58	42	6
109 0109	882	165	18.71		1	0	1	44	6	45	1	2	1	30	12	3
109 - Vote by Mail	882	383	43.42		3	3	0	87	10	71	2	19	34	51	53	6
110 0110	560	73	13.04		0	0	0	6	3	9	3	2	1	32	6	1
110 - Vote by Mail	560	86	11.79		4	2	0	7	4	4	1	3	2	23	7	1
111 0111	370	47	12.70		0	2	0	25	1	5	0	0	1	4	3	0
111 - Vote by Mail	370	161	43.51		3	3	2	38	8	25	3	5	7	32	16	5
112 0112	612	160	26.14		1	1	0	47	9	22	2	5	5	41	6	1
112 - Vote by Mail	612	175	28.59		0	1	2	40	11	24	0	6	6	42	15	3
113 0113	404	112	27.72		2	0	0	40	4	13	0	1	3	22	4	0
113 - Vote by Mail	404	135	33.42		2	3	1	43	4	21	2	0	10	24	6	2
114MB 0114	71	1	1.41		0	0	0	1	0	0	0	0	0	0	0	0
114MB - Vote by Mail	71	53	74.65		1	2	0	11	1	4	0	1	1	15	11	0
115 0115	427	113	26.46		0	3	0	26	6	19	0	6	4	28	6	0
115 - Vote by Mail	427	165	38.64		0	7	1	46	4	14	0	3	13	39	3	0
116 0116	447	116	25.95		2	1	4	16	12	15	5	2	4	22	5	1
116 - Vote by Mail	447	137	30.65		2	2	1	24	12	18	1	2	5	27	6	4
117 0117	564	132	23.40		2	1	0	25	18	22	1	4	3	25	7	0
117 - Vote by Mail	564	195	34.57		3	4	1	31	24	27	2	6	1	46	12	3
118MB 0118	92	1	1.09		0	0	0	1	0	0	0	0	0	0	0	0
118MB - Vote by Mail	92	57	61.96		1	2	1	8	5	1	1	1	0	20	2	0
119MB 0119	184	1	0.54		0	0	0	0	0	0	0	0	0	0	0	1
119MB - Vote by Mail	184	107	58.15		4	0	2	20	4	27	0	3	5	15	9	3
120MB 0120	140	1	0.71		0	0	0	0	0	0	0	0	0	1	0	0
120MB - Vote by Mail	140	66	47.14		1	2	1	5	2	1	0	2	2	30	4	1
121MB 0121	123	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
121MB - Vote by Mail	123	69	56.10		3	3	0	2	2	4	0	0	4	33	3	1
Precinct Totals	9491	1600	16.86		14	25	9	398	96	262	17	35	39	351	85	12
Vote by Mail Totals	9491	3500	36.88		55	72	23	686	160	536	27	113	174	768	289	54
Grand Totals	9491	5100	53.74		69	97	32	1084	256	798	44	148	213	1119	375	66
CALIFORNIA	9491	5100	53.74		69	97	32	1084	256	798	44	148	213	1119	375	66
8th CONGRESSIONAL DISTRICT	9491	5100	53.74		69	97	32	1084	256	798	44	148	213	1119	375	66
8th STATE SENATE DISTRICT	9491	5100	53.74		69	97	32	1084	256	798	44	148	213	1119	375	66
26th ASSEMBLY DISTRICT	9491	5100	53.74		69	97	32	1084	256	798	44	148	213	1119	375	66
1st EQUALIZATION	9491	5100	53.74		69	97	32	1084	256	798	44	148	213	1119	375	66
1st SUPERVISOR DISTRICT	2107	1112	52.78		21	22	7	256	46	215	8	41	45	205	74	8
2nd SUPERVISOR DISTRICT	1673	844	50.45		10	21	8	150	40	113	6	23	30	221	52	16
3rd SUPERVISOR DISTRICT	2277	1140	50.07		11	17	3	229	43	208	13	37	64	227	131	17
4th SUPERVISOR DISTRICT	1884	1122	59.55		9	22	6	317	48	147	7	27	50	247	70	11
5th SUPERVISOR DISTRICT	1550	882	56.90		18	15	10	132	79	115	10	20	24	219	48	14
INYO	9491	5100	53.74		69	97	32	1084	256	798	44	148	213	1119	375	66
BISHOP	1569	790	50.35		7	19	6	136	40	104	6	22	27	212	47	14
UNINCORPORATED AREA	7922	4310	54.41		62	78	26	948	216	694	38	126	186	907	328	52

June 5, 2012

		STATE ASSEMBLY, 26TH DISTRICT									
100016											
		Registration	Ballots Cast	Turnout (%)		CONNIE CONWAY	JONATHAN LOUIS SOSA				
101 0101		642	60	9.35		29	25				
101 - Vote by Mail		642	302	47.04		187	85				
102 0102		837	116	13.86		72	30				
102 - Vote by Mail		837	319	38.11		191	88				
103 0103		628	95	15.13		63	21				
103 - Vote by Mail		628	220	35.03		149	42				
104MB 0104		104	0	0.00		0	0				
104MB - Vote by Mail		104	54	51.92		33	12				
105 0105		803	158	19.68		78	68				
105 - Vote by Mail		803	270	33.62		156	92				
106 0106		422	67	15.88		33	28				
106 - Vote by Mail		422	129	30.57		74	38				
107 0107		344	53	15.41		20	25				
107 - Vote by Mail		344	113	32.85		62	41				
108 0108		835	128	15.45		84	37				
108 - Vote by Mail		835	324	38.80		219	79				
109 0109		882	165	18.71		114	42				
109 - Vote by Mail		882	383	43.42		284	65				
110 0110		560	73	13.04		32	32				
110 - Vote by Mail		560	66	11.79		31	33				
111 0111		370	47	12.70		34	10				
111 - Vote by Mail		370	161	43.51		115	37				
112 0112		612	160	26.14		96	43				
112 - Vote by Mail		612	175	28.59		106	56				
113 0113		404	112	27.72		67	28				
113 - Vote by Mail		404	135	33.42		79	32				
114MB 0114		71	1	1.41		1	0				
114MB - Vote by Mail		71	53	74.65		33	14				
115 0115		427	113	26.46		60	37				
115 - Vote by Mail		427	165	38.64		95	47				
116 0116		447	116	25.95		63	40				
116 - Vote by Mail		447	137	30.65		72	43				
117 0117		564	132	23.40		78	31				
117 - Vote by Mail		564	195	34.57		109	72				
118MB 0118		92	1	1.09		0	0				
118MB - Vote by Mail		92	57	61.96		22	25				
119MB 0119		184	1	0.54		1	0				
119MB - Vote by Mail		184	107	58.15		77	19				
120MB 0120		140	1	0.71		0	1				
120MB - Vote by Mail		140	66	47.14		18	37				
121MB 0121		123	0	0.00		0	0				
121MB - Vote by Mail		123	69	56.10		19	40				
Precinct Totals		9491	1600	16.86		925	498				
Vote by Mail Totals		9491	3500	36.88		2131	997				
Grand Totals		9491	5100	53.74		3056	1493				
CALIFORNIA		9491	5100	53.74		3056	1493				
8th CONGRESSIONAL DISTRICT		9491	5100	53.74		3056	1493				
8th STATE SENATE DISTRICT		9491	5100	53.74		3056	1493				
26th ASSEMBLY DISTRICT		9491	5100	53.74		3056	1493				
1st EQUALIZATION		9491	5100	53.74		3056	1493				
1st SUPERVISOR DISTRICT		2107	1112	52.78		691	291				
2nd SUPERVISOR DISTRICT		2673	844	50.45		456	304				
3rd SUPERVISOR DISTRICT		2277	1140	50.07		764	288				
4th SUPERVISOR DISTRICT		1884	1122	59.55		686	302				
5th SUPERVISOR DISTRICT		1550	882	56.90		459	308				
INYO		9491	5100	53.74		3056	1493				
BISHOP		1569	790	50.35		423	292				
UNINCORPORATED AREA		7922	4310	54.41		2833	1201				

INYO COUNTY Statement of Vote
PRESIDENTIAL PRIMARY ELECTION

100018	SUPERVISOR, 2ND DISTRICT													
	Registration	Ballots Cast	Turnout (%)		RUSS ALDRIDGE	JEFF GRIFFITHS	SUSAN CASH							
104MB 0104	104	0	0.00		0	0	0							
104MB - Vote by Mail	104	54	51.92		11	21	21							
105 0105	803	158	19.68		19	92	45							
105 - Vote by Mail	803	270	33.62		45	125	92							
106 0106	422	67	15.88		3	45	18							
106 - Vote by Mail	422	129	30.57		18	69	33							
107 0107	344	53	15.41		7	28	17							
107 - Vote by Mail	344	113	32.85		9	54	44							
Precinct Totals	1673	278	16.62		29	165	80							
Vote by Mail Totals	1673	566	33.83		83	269	190							
Grand Totals	1673	844	50.45		112	434	270							
CALIFORNIA	1673	844	50.45		112	434	270							
8th CONGRESSIONAL DISTRICT	1673	844	50.45		112	434	270							
8th STATE SENATE DISTRICT	1673	844	50.45		112	434	270							
26th ASSEMBLY DISTRICT	1673	844	50.45		112	434	270							
1st EQUALIZATION	1673	844	50.45		112	434	270							
2nd SUPERVISOR DISTRICT	1673	844	50.45		112	434	270							
INYO	1673	844	50.45		112	434	270							
BISHOP	1569	790	50.35		101	413	249							
UNINCORPORATED AREA	104	54	51.92		11	21	21							

INYO COUNTY Statement of Vote
PRESIDENTIAL PRIMARY ELECTION

June 5, 2012

SUPERVISOR, 4TH DISTRICT															
100019															
	Registration	Ballots Cast	Turnout (%)		CHRISTOPHER DANGWILLO	NINA WEISSMAN	MARK TILLEMANS	MARTY FORTNEY							
111 0111	370	47	12.70		2	9	13	20							
111 - Vote by Mail	370	161	43.51		7	47	39	60							
112 0112	612	160	26.14		2	18	76	59							
112 - Vote by Mail	612	175	28.59		3	38	68	64							
113 0113	404	112	27.72		1	12	49	46							
113 - Vote by Mail	404	135	33.42		3	25	52	54							
114MB 0114	71	1	1.41		0	0	0	1							
114MB - Vote by Mail	71	53	74.65		5	10	19	17							
115 0115	427	113	26.46		10	40	13	48							
115 - Vote by Mail	427	165	38.64		9	64	27	62							
Precinct Totals	1884	433	22.98		15	79	151	175							
Vote by Mail Totals	1884	689	36.57		27	184	205	257							
Grand Totals	1884	1122	59.55		42	263	356	432							
CALIFORNIA	1884	1122	59.55		42	263	356	432							
8th CONGRESSIONAL DISTRICT	1884	1122	59.55		42	263	356	432							
8th STATE SENATE DISTRICT	1884	1122	59.55		42	263	356	432							
26th ASSEMBLY DISTRICT	1884	1122	59.55		42	263	356	432							
1st EQUALIZATION	1884	1122	59.55		42	263	356	432							
4th SUPERVISOR DISTRICT	1884	1122	59.55		42	263	356	432							
INYO	1884	1122	59.55		42	263	356	432							
UNINCORPORATED AREA	1884	1122	59.55		42	263	356	432							

INYO COUNTY Statement of Vote
PRESIDENTIAL PRIMARY ELECTION

June 5, 2012

100020	SUPERVISOR, 5TH DISTRICT													
	Registration	Ballots Cast	Turnout (%)		JIM GENTRY	MATT KINGSLEY	RICHARD CERVANTES							
116 0116	447	116	25.95		43	54	17							
116 - Vote by Mail	447	137	30.65		42	69	26							
117 0117	564	132	23.40		48	57	21							
117 - Vote by Mail	564	195	34.57		63	92	37							
118MB 0118	92	1	1.09		0	1	0							
118MB - Vote by Mail	92	57	61.96		23	28	4							
119MB 0119	184	1	0.54		0	0	1							
119MB - Vote by Mail	184	107	58.15		35	42	28							
120MB 0120	140	1	0.71		0	0	1							
120MB - Vote by Mail	140	66	47.14		9	26	22							
121MB 0121	123	0	0.00		0	0	0							
121MB - Vote by Mail	123	69	56.10		16	29	22							
Precinct Totals	1550	251	16.19		91	112	40							
Vote by Mail Totals	1550	631	40.71		188	286	139							
Grand Totals	1550	882	56.90		279	398	179							
CALIFORNIA	1550	882	56.90		279	398	179							
8th CONGRESSIONAL DISTRICT	1550	882	56.90		279	398	179							
8th STATE SENATE DISTRICT	1550	882	56.90		279	398	179							
26th ASSEMBLY DISTRICT	1550	882	56.90		279	398	179							
1st EQUALIZATION	1550	882	56.90		279	398	179							
5th SUPERVISOR DISTRICT	1550	882	56.90		279	398	179							
INYO	1550	882	56.90		279	398	179							
UNINCORPORATED AREA	1550	882	56.90		279	398	179							

INYO COUNTY Statement of Vote
PRESIDENTIAL PRIMARY ELECTION

June 5, 2012

140021	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)		PROPOSITION 28 YES	NO		PROPOSITION 29 YES	NO					
101 0101	642	60	9.35		36	21		30	30					
101 - Vote by Mail	642	302	47.04		175	119		125	174					
102 0102	837	116	13.86		56	57		31	81					
102 - Vote by Mail	837	319	38.11		207	105		119	195					
103 0103	628	95	15.13		41	51		29	64					
103 - Vote by Mail	628	220	35.03		118	95		74	144					
104MB 0104	104	0	0.00		0	0		0	0					
104MB - Vote by Mail	104	54	51.92		20	29		14	37					
105 0105	803	158	19.68		71	79		74	81					
105 - Vote by Mail	803	270	33.62		158	99		92	172					
106 0106	422	67	15.88		35	27		35	27					
106 - Vote by Mail	422	129	30.57		92	34		57	71					
107 0107	344	53	15.41		22	29		22	29					
107 - Vote by Mail	344	113	32.85		64	40		56	56					
108 0108	835	129	15.45		68	59		55	71					
108 - Vote by Mail	835	324	38.80		167	144		130	184					
109 0109	882	165	18.71		68	89		55	105					
109 - Vote by Mail	882	383	43.42		212	157		134	241					
110 0110	560	73	13.04		44	27		32	39					
110 - Vote by Mail	560	66	11.79		44	20		23	43					
111 0111	370	47	12.70		22	23		15	30					
111 - Vote by Mail	370	161	43.51		88	64		51	108					
112 0112	612	160	26.14		85	69		53	104					
112 - Vote by Mail	612	175	28.59		123	47		58	117					
113 0113	404	112	27.72		55	47		30	77					
113 - Vote by Mail	404	135	33.42		81	49		47	85					
114MB 0114	71	1	1.41		1	0		0	1					
114MB - Vote by Mail	71	53	74.65		24	27		24	28					
115 0115	427	113	26.46		50	58		33	77					
115 - Vote by Mail	427	165	38.64		92	67		51	108					
116 0116	447	116	25.95		65	42		41	71					
116 - Vote by Mail	447	137	30.65		87	43		39	97					
117 0117	564	132	23.40		79	45		48	81					
117 - Vote by Mail	564	195	34.57		125	58		60	126					
118MB 0118	92	1	1.09		1	0		1	0					
118MB - Vote by Mail	92	57	61.96		31	24		16	39					
119MB 0119	184	1	0.54		1	0		0	1					
119MB - Vote by Mail	184	107	58.15		73	32		20	87					
120MB 0120	140	1	0.71		1	0		1	0					
120MB - Vote by Mail	140	66	47.14		47	17		36	29					
121MB 0121	123	0	0.00		0	0		0	0					
121MB - Vote by Mail	123	69	56.10		38	26		27	41					
Precinct Totals	9491	1600	16.86		801	723		585	869					
Vote by Mail Totals	9491	3500	36.88		2066	1296		1253	2182					
Grand Totals	9491	5100	53.74		2867	2019		1838	3151					
CALIFORNIA	9491	5100	53.74		2867	2019		1838	3151					
8th CONGRESSIONAL DISTRICT	9491	5100	53.74		2867	2019		1838	3151					
8th STATE SENATE DISTRICT	9491	5100	53.74		2867	2019		1838	3151					
26th ASSEMBLY DISTRICT	9491	5100	53.74		2867	2019		1838	3151					
1st EQUALIZATION	9491	5100	53.74		2867	2019		1838	3151					
1st SUPERVISOR DISTRICT	2107	1112	52.78		633	448		408	688					
2nd SUPERVISOR DISTRICT	1673	844	50.45		462	337		350	473					
3rd SUPERVISOR DISTRICT	2277	1140	60.07		603	498		429	683					
4th SUPERVISOR DISTRICT	1884	1122	59.55		621	451		362	735					
5th SUPERVISOR DISTRICT	1550	882	56.90		548	287		289	572					
INYO	9491	5100	53.74		2867	2019		1838	3151					
BISHOP	1569	790	50.35		442	308		336	436					
UNINCORPORATED AREA	7922	4310	54.41		2425	1711		1502	2715					

INYO COUNTY Statement of Vote
PRESIDENTIAL PRIMARY ELECTION

June 5, 2012

140021		CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)		PROPOSITION 28 YES	NO		PROPOSITION 29 YES	NO						137
101 0101	642	60	9.35		36	21		30	30						
101 - Vote by Mail	642	302	47.04		175	118		125	174						
102 0102	837	116	13.86		56	57		31	81						
102 - Vote by Mail	837	319	38.11		207	105		119	195						
103 0103	828	95	15.13		41	51		29	64						
103 - Vote by Mail	828	220	35.03		118	95		74	144						
104MB 0104	104	0	0.00		0	0		0	0						
104MB - Vote by Mail	104	54	51.92		20	29		14	37						
105 0105	803	158	19.68		71	79		74	81						
105 - Vote by Mail	803	270	33.62		158	99		92	172						
106 0106	422	67	15.88		35	27		35	27						
106 - Vote by Mail	422	129	30.57		92	34		57	71						
107 0107	344	53	15.41		22	29		22	29						
107 - Vote by Mail	344	113	32.85		64	40		56	56						
108 0108	835	129	15.45		68	59		55	71						
108 - Vote by Mail	835	324	38.80		167	144		130	184						
109 0109	882	165	18.71		68	89		55	105						
109 - Vote by Mail	882	383	43.42		212	157		134	241						
110 0110	560	73	13.04		44	27		32	39						
110 - Vote by Mail	560	66	11.79		44	20		23	43						
111 0111	370	47	12.70		22	23		15	30						
111 - Vote by Mail	370	161	43.51		88	64		51	108						
112 0112	612	160	26.14		85	69		53	104						
112 - Vote by Mail	612	175	28.59		123	47		58	117						
113 0113	404	112	27.72		55	47		30	77						
113 - Vote by Mail	404	135	33.42		81	49		47	85						
114MB 0114	71	1	1.41		1	0		0	1						
114MB - Vote by Mail	71	53	74.65		24	27		24	28						
115 0115	427	113	26.46		50	58		33	77						
115 - Vote by Mail	427	165	38.64		92	67		51	108						
116 0116	447	116	25.95		65	42		41	71						
116 - Vote by Mail	447	137	30.65		87	43		39	97						
117 0117	564	132	23.40		79	45		48	81						
117 - Vote by Mail	564	195	34.57		125	58		60	126						
118MB 0118	92	1	1.09		1	0		1	0						
118MB - Vote by Mail	92	57	61.96		31	24		16	39						
119MB 0119	184	1	0.54		1	0		0	1						
119MB - Vote by Mail	184	107	58.15		73	32		20	87						
120MB 0120	140	1	0.71		1	0		1	0						
120MB - Vote by Mail	140	66	47.14		47	17		36	29						
121MB 0121	123	0	0.00		0	0		0	0						
121MB - Vote by Mail	123	69	56.10		38	26		27	41						
Precinct Totals	9491	1600	16.88		801	723		585	989						
Vote by Mail Totals	9491	3500	36.88		2066	1296		1253	2182						
Grand Totals	9491	5100	53.74		2867	2019		1838	3151						
CALIFORNIA	9491	5100	53.74		2867	2019		1838	3151						
8th CONGRESSIONAL DISTRICT	9491	5100	53.74		2867	2019		1838	3151						
8th STATE SENATE DISTRICT	9491	5100	53.74		2867	2019		1838	3151						
26th ASSEMBLY DISTRICT	9491	5100	53.74		2867	2019		1838	3151						
1st EQUALIZATION	9491	5100	53.74		2867	2019		1838	3151						
1st SUPERVISOR DISTRICT	2107	1112	52.78		633	448		408	688						
2nd SUPERVISOR DISTRICT	1673	844	50.45		482	337		350	473						
3rd SUPERVISOR DISTRICT	2277	1140	50.07		603	496		429	683						
4th SUPERVISOR DISTRICT	1884	1122	59.55		621	451		382	735						
5th SUPERVISOR DISTRICT	1550	882	56.90		548	287		289	572						
INYO	9491	5100	53.74		2867	2019		1838	3151						
BISHOP	1569	790	50.35		442	308		336	436						
UNINCORPORATED AREA	7922	4310	54.41		2425	1711		1502	2715						



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: Planning Department – Yucca Mountain Repository Assessment Office

FOR THE BOARD MEETING OF: June 19, 2012

SUBJECT: Amendment No. Five to the contract between the County of Inyo and Geoscience Consultants for provision of volcanic hazard studies.

DEPARTMENTAL RECOMMENDATION: Request the Board approve Amendment No. Five to the contract between County of Inyo and Geoscience Consultants LLC for provision of volcanic hazard studies to: (1) change the ending date of the Contract from June 30, 2012 to August 1, 2012, (2) change the date in Task 3 for the submission of the final paper regarding the rhyolitic study in the Greenwater Mountains from June 30, 2012 to August 1, 2012, (3) make necessary wording changes to the schedule of fees (the changes do not increase the contract compensation) and (4) authorize the Chairperson to sign, contingent upon obtaining the appropriate signatures.

SUMMARY DISCUSSION: On January 27, 2009, the Board entered into a contract with Geoscience Consultants LLC to provide a volcanic hazard study and assist the County's legal counsel in support of the County's petition to intervene in the license application for the proposed Repository for High Level Nuclear Waste at Yucca Mountain. The original study, which has been completed and a final report submitted, provides a more accurate assessment of the risk of volcanic events disrupting the proposed Repository. The primary goal of the work was to determine if there is a link between the Death Valley volcanic field and the volcanoes in the Lunar Crater-Flat belt, and if so, to revise current rate calculations of the volcanism to reflect a more precise probability of the Repository's disruption by volcanic action.

On January 26, 2010, the Board approved Amendment No. 1 to the contract (1) extending the expiration date to December 31, 2010, (2) increasing the contract limit, and (3) modifying the payment schedule. On June 15, 2010, the Board approved Amendment No. 2 to the contract to extend the production due date of the report. On December 28, 2010, the Board approved Amendment No. 3 to the contract to extend the expiration date to June 30, 2011. On May 10, 2011, the Board approved Amendment No. 4 to the contract which added an additional task, Task 3, Rhyolitic Research, to the original work and which extended the expiration date to June 30, 2012. Geoscience Consultants was completed the Task 3 research, but has requested an extension of one month to submit the final report.

Although the Yucca Mountain licensing proceedings are currently suspended, legislation is pending before Congress which would provide funding to resume the Yucca Mountain licensing process and to resume work on Yucca Mountain. Also, Aiken County, South Carolina, the State of South Carolina, the State of Washington, Nye County and the National Association of Regulatory Utility Commissioners filed a writ in the U.S. Court of Appeals seeking an order overturning the suspension of the licensing proceedings. Arguments on the writ were heard in Washington D.C. on May 2, 2012, the case is on-going.

As the status of Yucca Mountain is uncertain, there is a possibility that hearings on the County's contentions could resume: If this is to occur, the County's volcanic contention could be among the first to be heard. Allowing Geoscience Consultants LLC the additional time to complete and submit the final report on its rhyolitic research paper will make supporting this contention easier and will also allow Geoscience Consultants to satisfy its contractual obligations with the County.

ALTERNATIVES: The Board could not approve the contract amendment extending the contract and the due date for the final report to August 1, 2012. This is not recommended as Geoscience Consultants LLC has indicated that they need this extra time to finalize the report. By not extending the contract time, Geoscience Consultants LLC would not be able to complete the report within the prescribed timeframe and would not meet the conditions of the current contract.

OTHER AGENCY INVOLVEMENT: Department of Energy, State of Nevada, Clark County, Nevada

FINANCING: Money to provide support to the County's volcanic contention have been budgeted and encumbered in Fiscal Year 2011-12 Yucca Mountain Oversight Budget No. 620605, Professional Services Object Code No. 5265. No additional money for the contract amendment will be necessary, and final payment will not be made to Geoscience Consultants LLC until the final paper has been received.

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.) <i>Nathan C</i> approved 6/7/12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>Nita Tracy</i> Approved - Yes 6/12/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Handwritten Signature]

Date: 6-12-12

- Attachment 1 – Amended Contract with Geoscience Consultants LLC
- Attachment 2 – Current Contract with Geoscience Consultants LLC

**AMENDMENT NO. FIVE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
GEOSCIENCE CONSULTANTS LLC
FOR THE PROVISION OF VOLCANIC HAZARD STUDIES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Geoscience Consultants LLC (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated January 27, 2009 on County of Inyo Standard Contract No. 116 for the term from February 1, 2009 to January 31, 2010.

WHEREAS, the 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, by contract amendments, dated January 26, 2010, June 15, 2010, December 28, 2010, and May 10, 2011 the County and Contractor have extended the contract term to June 30, 2012.

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

County and Contractor hereby amend such Agreement as follows:

(1) Section 2 (Term) of the Agreement is replaced with the following:

The term of this Agreement shall be from February 1, 2009 to **August 1, 2012** unless sooner terminated as provided below.

(2) Attachment A (Research), is amended to change the date of Task 3 Rhyolite Research #7 and Task 3 Rhyolite Research Compensation with the following (changes are indicated in bold text):

Task 3: Rhyolite Research

The Greenwater Range is located just to the south of the proposed Yucca Mountain Nuclear Waste Repository and contains exposures of basalt and rhyolite. Previous studies described the geochemistry, volcanology and age of the basaltic volcanoes in the Greenwater Range and used this information to calculate a revised estimate of the probability of the disruption of the proposed Yucca Mountain Nuclear Waste Repository by an igneous event.

Rhyolite represents more explosive eruptions and appears to have formed at about the same time as the relatively quiet eruptions of basalt. The presence of rhyolite

raises the possibility that both quiet and explosive eruption can occur during the same interval of time and implies that explosive activity may occur in the future near Yucca Mountain. The new study is focused on understanding the rhyolite eruptions in the Greenwater Range, determining the special conditions necessary for the co-eruption of rhyolite and basalt, and determining whether these special conditions exist near Yucca Mountain. This work has important implications for Yucca Mountain, because if explosive rhyolitic eruptions are possible, the consequences to repository safety, especially over a 1,000,000 year time period, are significant.

Geoscience Consultants LLC will:

1. Locate the volcanoes that erupted the rhyolite and determine their distribution.
2. Evaluate the style of eruption (quiet or explosive)
3. Geochemical analysis of the rhyolite to establish the special conditions that favor co-eruption of basalt and rhyolite. This task involves the comparison of Greenwater Range rhyolite chemistry to analog areas in Utah where both rhyolite and basalt occur together.
4. Date the time of eruptions to verify contemporaneous basalt and rhyolite eruptions.
5. Produce a model using new data to explain the formation of Greenwater rhyolite.
6. May 2011-begin field work and sample collection. (Note that fieldwork will be suspended during the summer months because of the extreme heat in the Death Valley area. As a result fieldwork will probably not be completed until late Fall 2011).
7. Provide a final report to County by **August 1, 2012** in the form of a manuscript suitable for a peer reviewed scientific journal.
8. Provide a short progress report each month along with a monthly invoice for work performed.
9. Archived all data in Excel spreadsheets which will be available to County and may be shared with Clark County, Nevada, the State of Nevada and The Hydrodynamics Group, LLC.

Budget: \$49,460.00

Task 3: Rhyolite Research Compensation

County will pay \$49,460.00 total for research described in Task 3 of Attachment A hereto for studies culminating in a final report delivered to County by **August 1, 2012** in the form of a manuscript suitable for a peer reviewed scientific journal. Payment to Contractor shall be made monthly following the submission of a monthly invoice to County by Contractor. County shall retain 10% of each monthly invoice. The remaining balance of the \$49,460.00 total shall be paid by County to Contractor within thirty (30) days of the receipt and acceptance of the final report by County.

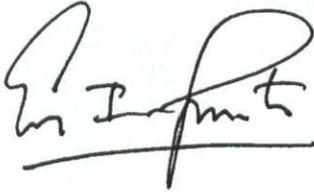
AMENDMENT NO. FIVE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
GEOSCIENCE CONSULTANTS
FOR THE PROVISION OF VOLCANIC HAZARD STUDIES

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

COUNTY

CONTRACTOR

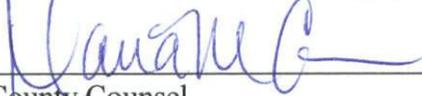
By: _____

By: _____


Dated: _____

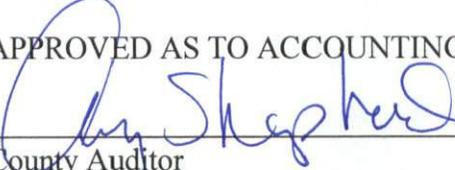
Dated: June 4, 2012

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AMENDMENT NO. FOUR TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
GEOSCIENCE CONSULTANTS
FOR THE PROVISION OF VOLCANIC HAZARD STUDIES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Geoscience Consultants LLC (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated January 27, 2009 on County of Inyo Standard Contract No. 116 for the term from February 1, 2009 to January 31, 2010.

WHEREAS, the 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, by contract amendments, dated January 26, 2010, June 15, 2010, and December 28, 2010, the County and Contractor have extended the contract term to June 30, 2011.

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

County and Contractor hereby amend such Agreement as follows:

(1) Section 2 (Term) of the Agreement is replaced with the following:

The term of this Agreement shall be from February 1, 2009 to June 30, 2012 unless sooner terminated as provided below.

(2) Section 3 (Consideration), Subsection D (Limit Upon Amount Payable Under Agreement) is replaced with the following:

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 \$126,957.50, (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.

(3) Attachment A (Research), is amended to add a "Task 3 Research" component and is replaced with the following:

Task 1: Research

Geoscience Consultants LLC will continue to study the link between the Death Valley volcanic field and the Lunar Crater-Crater Flat volcanic belt and will provide scientific information, maps, and a written report summarizing the studies. The Death Valley volcanic field is located just east of Death Valley in the Greenwater Range in Inyo County, California and the Lunar Crater is located in central Nevada, both areas only 20 miles south of the proposed nuclear repository and 10 miles south of a field of buried volcanoes in Amargosa Valley.

Geoscience Consultants will:

1. compare chemical, age and stratigraphic data to determine whether or not the Death Valley field is part of the Lunar Crater-Crater Flat belt;
2. collect and submit analytical data in an Excel spreadsheet format, which will be shared with Inyo County, Clark County and The Hydrodynamics Group, LLC;
3. provide a written monthly report of activities, which will accompany each invoice;
4. provide a brief written report on meetings attended, which may be included in the written monthly report; and,
5. provide a final report by no later than June 1, 2010 that can be submitted for publication.

Budget: \$47,497.50 (Note: this work has been completed and \$47,497.50 has been paid in full.)

Task 2: Yucca Mountain License Support

The U.S. Department of Energy submitted a License Application to the U.S. Nuclear Regulatory Commission on June 3, 2008 and Inyo County filed a Petition to Intervene on December 22, 2008. Of the twelve (12) contentions filed, two (2) are volcanic contentions. The NRC deemed the two volcanic contentions as admissible. A tentative deposition schedule has been set by the NRC and Inyo County will need technical support and/or testimony during the Licensing Application hearing process.

Geoscience Consultants LLC will provide support to Inyo County's legal counsel in reviewing, analyzing and writing documents directly related to Inyo County's two volcanic contentions and related to the Department of Energy's answers to the volcanic contentions. In addition, if necessary, Geoscience Consultants will provide testimony on behalf of Inyo County during the review process.

Geoscience Consultants' products will include memorandums, report, documents, as needed. Oral presentation will be performed, as necessary.
Budget: \$30,000.00 (Note: \$3,570 has been paid to date.)

Task 3: Rhyolite Research

The Greenwater Range is located just to the south of the proposed Yucca Mountain Nuclear Waste Repository and contains exposures of basalt and rhyolite. Previous studies described the geochemistry, volcanology and age of the basaltic volcanoes in the Greenwater Range and used this information to calculate a revised estimate of the probability of the disruption of the proposed Yucca Mountain Nuclear Waste Repository by an igneous event.

Rhyolite represents more explosive eruptions and appears to have formed at about the same time as the relatively quiet eruptions of basalt. The presence of rhyolite raises the possibility that both quiet and explosive eruption can occur during the same interval of time and implies that explosive activity may occur in the future near Yucca Mountain. The new study is focused on understanding the rhyolite eruptions in the Greenwater Range, determining the special conditions necessary for the co-eruption of rhyolite and basalt, and determining whether these special conditions exist near Yucca Mountain. This work has important implications for Yucca Mountain, because if explosive rhyolitic eruptions are possible, the consequences to repository safety, especially over a 1,000,000 year time period, are significant.

Geoscience Consultants LLC will:

1. Locate the volcanoes that erupted the rhyolite and determine their distribution.
2. Evaluate the style of eruption (quiet or explosive)
3. Geochemical analysis of the rhyolite to establish the special conditions that favor co-eruption of basalt and rhyolite. This task involves the comparison of Greenwater Range rhyolite chemistry to analog areas in Utah where both rhyolite and basalt occur together.
4. Date the time of eruptions to verify contemporaneous basalt and rhyolite eruptions.
5. Produce a model using new data to explain the formation of Greenwater rhyolite.
6. May 2011-begin field work and sample collection. (Note that fieldwork will be suspended during the summer months because of the extreme heat in the Death Valley area. As a result fieldwork will probably not be completed until late Fall 2011).
7. Provide a final report to County by June 1, 2012 in the form of a manuscript suitable for a peer reviewed scientific journal.
8. Provide a short progress report each month along with a monthly invoice for work performed.
9. Archived all data in Excel spreadsheets which will be available to County and may be shared with Clark County, Nevada, the State of Nevada and The Hydrodynamics Group, LLC.

Budget: \$49,460.00

- (4) Attachment B (Schedule of Fees) is amended to add a "Task 3 Research" component and is replaced with the following:

Task 1: Research

Compensation

County will pay \$47,497.50 total for research described in Task 1 of Attachment A hereto for studies culminating in a volcanic hazard report regarding Yucca Mountain waste site as stated in Contractor's proposal, hereby incorporated in this document. The report will be submitted by no later than June 1, 2010 in a form suitable for submission for publication.

The contractor's January 2010 invoice for Task 1 shall not exceed \$3,100.00. The contractor's February, March, April and May 2010 invoices for Task 1 shall each not exceed \$1,632.50.

The remainder of the total budget amount for Task I shall be withheld until thirty (30) days after receipt and acceptance of the final report by the Inyo County Yucca Mountain Repository Assessment Office staff. (Note: this work has been completed and \$47,497.50 has been paid in full.)

Task 2: Yucca Mountain License Support

Compensation

Notwithstanding Section 3(13) of this Contract.

County will pay Contractor for hours expended by Contractor to complete Task 2 (Attachment A, Scope of Work, Task 2: Yucca Mountain License Support) at the rate specified below. Contractor shall submit monthly invoices to the County. The total amount paid to Contractor for license support activities, including travel shall not exceed \$30,000.00. (Note: \$3,570 of the \$30,000.00 has already been paid by County to Contractor.) Contract shall receive payment based upon the following rates:

Gene Smith: Licensing support: \$125.00 per hour
Gene Smith: Travel time: \$50.00 per hour

County shall reimburse Contractor for all expenses incurred for performing Task 2 specified in Attachment A, Scope of Work, as specified below:

1. Meals at Federal per diem rate
2. Mileage at Federal mileage rate or cost of gasoline
3. Hotel
4. Rental car

5. All travel related expenses, i.e. toll road fees, parking, etc.

County shall pay all travel expenses, mileage and per diem only upon prior approval by the Inyo County Planning Director or Staff Member of the Yucca Mountain Repository Assessment Office. County will not pay hourly fees for travel time without prior approval of the County.

Task 3: Rhyolite Research

County will pay \$49,460.00 total for research described in Task 3 of Attachment A hereto for studies culminating in a final report delivered to County by June 1, 2012 in the form of a manuscript suitable for a peer reviewed scientific journal. Payment to Contractor shall be made monthly following the submission of a monthly invoice to County by Contractor. County shall retain 10% of each monthly invoice. The remaining balance of the \$49,460.00 total shall be paid by County to Contractor within thirty (30) days of the receipt and acceptance of the final report by County.

AMENDMENT NO. FOUR TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
GEOSCIENCE CONSULTANTS
FOR THE PROVISION OF VOLCANIC HAZARD STUDIES

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

COUNTY

CONTRACTOR

By: _____


By: _____

Dated: _____

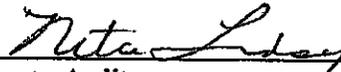
Dated: April 26, 2011

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AMENDMENT NO. THREE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
GEOSCIENCE CONSULTANTS
FOR THE PROVISION OF VOLCANIC HAZARD STUDIES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Geoscience Consultants (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated January 27, 2009 on County of Inyo Standard Contract No. 116 for the term from February 1, 2009 to January 31, 2010.

WHEREAS, the County and Contractor amended said Agreement on January 26, 2010, including to extend the contract term to December 31, 2010.

WHEREAS, the County and Contractor again amended said Agreement on June 15, 2010.

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

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.

County and Contractor hereby amend such Agreement, Amendment Two, as follows:

Revise Section 2 (Term) of the Agreement to extend the termination date of the Agreement to June 30, 2011.

**AMENDMENT NO. THREE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
GEOSCIENCE CONSULTANTS
FOR THE PROVISION OF VOLCANIC HAZARD STUDIES**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 28 DAY OF December 2010.

COUNTY

CONTRACTOR

By: Richard Corrales

By: W.F. Smith

Dated: 12-28-10

Dated: December 17, 2010

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NUMBER TWO TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GEOSCIENCE CONSULTANTS
FOR THE PROVISION OF VOLCANIC HAZARD STUDIES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Geoscience Consultants, of Henderson, Nevada (hereinafter referred to as "contractor"), have entered into an Agreement for the provision of volcanic hazard studies dated January 27, 2009 on County of Inyo Standard Contract No. 116, for the term from February 1, 2009 to January 31, 2010.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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.

County and Contractor hereby amend such Agreement, Amendment One, as follows:

1) Scope of Work, Task 1: Research, #5 is replaced with the following:

Provide a final report by no later than July 15, 2010 that can be submitted for publication.

2) Schedule of Fees, Task 1: Research, Compensation is replaced with the following:

County will pay \$47,497.50 total for Task 1 for studies culminating in a volcanic hazard report regarding Yucca Mountain waste site as stated in Contractor's proposal, hereby incorporated in this document. The report will be submitted by no later than July 15, 2010 in a form suitable for submission for publication.

The contractor's January 2010 invoices for Task 1 shall not exceed \$3,100.00. The contractor's February, March, April and May 2010 invoices for Task 1 shall each not exceed \$1,632.50.

The remainder of the total budget amount for Task 1 can be withheld up to thirty (30) days after receipt and acceptance of the final report by the Inyo County Yucca Mountain repository Assessment Office staff.

**AMENDMENT NUMBER TWO TO
AGREEMENT BETWEEN COUNTY OF INYO AND
GEOSCIENCE CONSULTANTS
FOR THE PROVISION OF VOLCANIC HAZARD STUDIES**

15th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF JUNE, 2010

COUNTY OF INYO

By: Richard Covantes

Dated: 6-15-10

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVES AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

CONTRACTOR

By: EUGENE I. SMITH
Print or Type Name

[Signature]
Signature
Dated: June 21, 2010

Taxpayer's Identification or Social Security Number:

88-0504858

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GEOSCIENCE CONSULTANTS
FOR THE PROVISION OF VOLCANIC HAZARD STUDIES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Geoscience Consultants, of Henderson, Nevada (hereinafter referred to as "contractor"), have entered into an Agreement for the provision of volcanic hazard studies dated January 27, 2009 on County of Inyo Standard Contract No. 116, for the term from February 1, 2009 to January 31, 2010.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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.

County and Contractor hereby amend such Agreement as follows:

1. Section 2 (Term) is replaced with the following:

The term of this Agreement shall be from February 1, 2009 through December 31, 2010 unless sooner terminated as provided below.

2. Attachment A (Scope of Work) and Attachment B (Schedule of Fees) is replaced with the Amended (#1) Scope of Work and Schedule of Fees listed below:

AMENDED (#1) SCOPE OF WORK

Task I: Research

Geoscience Consultants will continue to study the link between the Death Valley volcanic field and the Lunar Crater-Crater Flat volcanic belt and will provide scientific information, maps, and a written report summarizing the studies. The Death Valley volcanic field is located just east of Death Valley in the Greenwater Range in Inyo County, California and the Lunar Crater is located in central Nevada, both areas only 20 miles south of the proposed nuclear repository and 10 miles south of a field of buried volcanoes in Amargosa Valley.

Geoscience Consultants will:

1. compare chemical, age and stratigraphic data to determine whether or not the Death Valley field is part of the Lunar Crater-Crater Flat belt;

2. collect and submit analytical data in an Excel spreadsheet format, which will be shared with Inyo County, Clark County and The Hydrodynamics Group, LLC;
3. provide a written monthly report of activities, which will accompany each invoice;
4. provide a brief written report on meetings attended, which may be included in the written monthly report; and,
5. provide a final report by no later than June 1, 2010 that can be submitted for publication.

Budget: \$47,497.50

Task 2: Yucca Mountain License Support

The U.S. Department of Energy submitted a License Application to the U.S. Nuclear Regulatory Commission on June 3, 2008 and Inyo County filed a Petition to Intervene on December 22, 2008. Of the twelve (12) contentions filed, two (2) are volcanic contentions. The NRC deemed the two volcanic contentions as admissible. A tentative deposition schedule has been set by the NRC and Inyo County will need technical support and/or testimony during the Licensing Application hearing process.

Geoscience Consultants will provide support to Inyo County's legal counsel in reviewing, analyzing and writing documents directly related to Inyo County's two volcanic contentions and related to the Department of Energy's answers to the volcanic contentions. In addition, if necessary, Geoscience Consultants will provide testimony on behalf of Inyo County during the review process.

Geoscience Consultants' products will include memorandums, report, documents, as needed. Oral presentation will be performed, as necessary.

Budget: \$30,000.00

AMENDED (#1) SCHEDULE OF FEES

Task 1: Research

Compensation

County will pay \$47,497.50 total for Task 1 for studies culminating in a volcanic hazard report regarding Yucca Mountain waste site as stated in Contractor's proposal, hereby incorporated in this document. The report will be submitted by no later than June 1, 2010 in a form suitable for submission for publication.

The contractor's January 2010 invoice for Task 1 shall not exceed \$3,100.00. The contractor's February, March, April and May 2010 invoices for Task 1 shall each not exceed \$1,632.50.

The remainder of the total budget amount for Task 1 shall be withheld until thirty (30) days after receipt and acceptance of the final report by the Inyo County Yucca Mountain Repository Assessment Office staff.

Task 2: Yucca Mountain License Support

Compensation

Notwithstanding Section 3(B) of this Contract.

County will pay Contractor for hours expended by Contractor to complete Task 2 (Attachment A, Scope of Work, Task 2: Yucca Mountain License Support) at the rate specified below. The total amount paid to Contractor for license support activities, including travel shall not exceed \$30,000.00.

Gene Smith: Licensing support: \$100.00 per hour
Gene Smith: Travel time: \$50.00 per hour

County shall reimburse Contractor for all expenses incurred for performing Task 2 specified in Attachment A, Scope of Work, as specified below:

1. Meals at Federal per diem rate
2. Mileage at Federal mileage rate or cost of gasoline
3. Hotel
4. Rental car
5. All travel related expenses, i.e. toll road fees, parking, etc.

County shall pay all travel expenses, mileage and per diem only upon prior approval by the Inyo County Planning Director or Staff Member of the Yucca Mountain Repository Assessment Office. County will not pay hourly fees for travel time without prior approval of the County.

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GEOSCIENCE CONSULTANTS
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

26 IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF JANUARY, 2010.

COUNTY OF INYO

By: Richard Concuter

Dated: 1-26-10

CONTRACTOR

By: Eugene I. Smith

Signature
Eugene I. Smith
Type or Print

Taxpayer's Identification or Social Security Number:
88-0504858

APPROVED AS TO FORM AND LEGALITY:

R. Hill
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Weta Long
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Sho D.
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

M. Buh
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND GEOSCIENCE CONSULTANTS FOR THE PROVISION OF
VOLCANIC HAZARD STUDIES SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the VOLCANIC HAZARD STUDIES services of GEOSCIENCE CONSULTANTS of HENDERSON, NEVADA (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 MATT GAFFNEY, whose title is: YUCCA MTN. PROGRAM COORDINATOR. 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, county, 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 JANUARY 1, 2008 to JANUARY 1, 2009 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 THIRTY-THREE THOUSAND FIVE HUNDRED AND NO/100----- Dollars (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, attached hereto as Attachment C, 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 insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, 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: \$300,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$500,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$ -0- per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and 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, or as a separate owner's policy (CG 20 10 11 85).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

10. 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 County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed 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.

11. 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 costs which is caused in whole or in part by any act or omission of the Contractor, 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.

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.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these

records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph 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.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, 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.

14. 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.

15. 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.

16. 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.

17. 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-four (24) below.

18. CONFIDENTIALITY.

Contractor 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.

19. 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.

20. 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.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter 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-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. 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.

25. 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
PLANNING/YUCCA MTN. RAO Department
163 MAY STREET Street
BISHOP, CA 93514 City and State

Contractor:
GEOSCIENCE CONSULTANTS Name
543 BRITISH COURT Street
HENDERSON, NV 89014 City and State

26. ENTIRE AGREEMENT.

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

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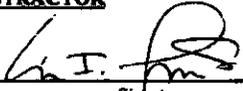
**AGREEMENT BETWEEN COUNTY OF INYO
AND GEOSCIENCE CONSULTANTS FOR THE PROVISION OF
VOLCANIC HAZARD STUDIES SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
18th DAY OF DECEMBER, 2007

COUNTY OF INYO

By: 
Dated: 12-18-07

CONTRACTOR

By: 
Signature
EUGENE I. SMITH
Print or Type Name
Dated: 12/21/07

APPROVED AS TO FORM AND LEGALITY:


County Counsel

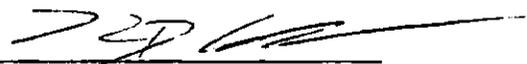
APPROVED AS TO ACCOUNTING FORM:


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 GEOSCIENCE CONSULTANTS FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM

FROM: January 1, 2008

TO: January 1, 2009

SCOPE OF WORK

The purpose of this contract with Geoscience Consultants is to provide scientific information, maps, and a written report as a result of studying the possible link between the Death Valley volcanic field and the Lunar Crater-Crater Flat volcanic belt. The Death Valley volcanic field is located just east of Death Valley in the Greenwater Range in Inyo County, California and the Lunar Crater is located in central Nevada, both areas only 20 miles south of the proposed nuclear repository and 10 miles south of a field of buried volcanoes in Armagosa Valley.

No modern studies have been completed in this volcanic field. And, the location of volcanoes, volcanic stratigraphy, the age of the volcanoes and the relationship of this field to volcanic rocks of similar age and composition near Yucca Mountain are unknown.

Geoscience Consultants will:

1. compare chemical, age and stratigraphic data to determine whether or not the Death Valley field is part of the Lunar Crater-Crater Flat belt;
2. collect and submit analytical data in an Excel spreadsheet format, which will be shared with Inyo County, Clark County and The Hydrodynamics Group, LLC;
3. provide a written monthly report of activities, which will accompany each invoice;
4. provide a brief written report on meetings attended, which may be included in the written monthly report; and,
5. provide a final report.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GEOSCIENCE CONSULTANTS
FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM

FROM: January 1, 2008

TO: January 1, 2009

SCHEDULE OF FEES

1. COMPENSATION

County will pay \$33,500 for studies culminating in a volcanic hazard report regarding Yucca Mountain waste site as stated in Contractor's proposal, hereby incorporated in this document.

The contractor's monthly invoice shall not exceed \$2,512.

The remainder, approximately \$3,356 of the total contract amount, shall be withheld until thirty (30) days after receipt and acceptance of the final report by the Inyo County Yucca Mountain Repository Assessment Office staff.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GEOSCIENCE CONSULTANTS
FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM

FROM: January 1, 2008

TO: January 1, 2009

FORM W-9

**Request for Taxpayer
Identification Number and Certification
(See attached)**



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: Water Department

FOR THE BOARD MEETING OF: June 19, 2012

SUBJECT: Approval of Contract between the County of Inyo and Ecosystem Sciences Incorporated

DEPARTMENTAL RECOMMENDATION: Request your Board approve the Contract between the County of Inyo and Ecosystem Sciences, for the provision of Biological Resources Consulting Services in an amount not to exceed \$205,232 for the period of July 1, 2012 to June 30, 2013 contingent on the Board's adoption of a FY 2012-2013 Budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

SUMMARY DISCUSSION: The 1997 MOU calls for employing a biological consultant to provide the MOU parties with adaptive management recommendations for the Lower Owens River Project (LORP). Ecosystems Sciences Incorporated (ESI), out of Boise ID, has provided these services under a contract administered by Los Angeles Department of Water and Power. In fiscal year 2012-2013, the County of Inyo will serve as administrator of the ESI contract. This change in contract administration is specified in the LORP Post-Implementation Agreement, in Section II.F.4.

If the work plan and budget call for services or work to be performed by a contractor, the work plan will identify which Party will be responsible for awarding and administering each said contract. Beginning with the 2010-2011 fiscal year, the County will award and administer any contract with Ecosystems Sciences, Inc., unless otherwise agreed by the Parties, for work agreed upon by the Parties involving the LORP (exclusive of a contract for the management and monitoring of livestock grazing and utilization of the LORP area).

The costs of consultants, if any (including Ecosystems Science), who assist in LORP-related monitoring, data collection, data analysis, and/or reporting, is a post-implementation cost that is shared by Inyo County and LADWP (PIA Section II.D.4).

The 2012-2013 FY LORP Work Plan, approved by your Board June 5, identifies tasks to be carried out by MOU consultants. These include:

- Seasonal Habitat Flow recommendation
- Flooded extent evaluation
- Rapid assessment evaluation
- Delta/BWMA Assessment
- Annual report evaluation
- Annual adaptive management recommendations
- Project Management and Meetings

Inyo County, through their Water Department, has negotiated this contract with the consultant Ecosystems Sciences Inc. (ESI), for these LORP related services in FY 2012-2013.

ALTERNATIVES: The Board could deny the request, require that the contract be administered and funded in another manner, request that LADWP continue to administer the contract. These alternatives would delay ESI's work and interfere with meeting mandated reporting schedules.

OTHER AGENCY INVOLVEMENT: County Counsel/Auditor-Controller , LADWP

FINANCING:

Funding for the LORP is provided for and circumscribed by a lengthy series of agreements and Court orders.

Section XII of the Water Agreement provides that: (1) the County will fund one-half of the LORP initial construction costs (up to a maximum of \$3.75 million—less any funds contributed to cover the initial construction costs by the State of California or other non-LADWP sources), (2) LADWP will fund the remaining initial construction costs of the LORP, and (3) LADWP and the County will jointly fund and operate the LORP after it has been implemented (except for the costs of operating and maintaining the pump station which will be funded by LADWP).

On August 8, 2005, the Court sanctioned LADWP to the effect that, starting September 5, 2005, and until Los Angeles established permanent baseflows of approximately 40 cfs throughout the Lower Owens River, Los Angeles paid \$5,000 per day into an escrow account established by Los Angeles and Inyo County. The proceeds of the account, including accrued interest may only be used for: (1) to pay for Special Master services associated with establishment of flow in the LORP, (2) to pay the County's share of post-implementation costs for the LORP, and (3) to pay the cost of monitoring habitat indicator species at the direction of the California Department of Fish and Game for a five year period in an amount not to exceed a cumulative total of \$100,000, and (4) to pay the cost of the escrow account. The Special Master's role in the establishment of LORP baseflows has terminated. The escrow account is held by the County Treasury as Trust Account 504103, Sierra Club vs LADWP ("Trust Account").

On September 16, 2005, the County and the LADWP entered into a settlement agreement ("LORP Funding Agreement") whereby LADWP agreed to provide \$5,242,965.00 to the County. With regard to the County's obligation to fund \$3.75 million of the LORP implementation costs, the LORP Funding Agreement provides that LADWP will provide a credit to the County in the amount of \$2,989,932.00. The LORP Funding Agreement also acknowledges that the provision of this credit, in combination with the County's previous application of \$360,000.00 obtained from the U.S. Bureau of Reclamation, \$250,000.00 obtained from the U.S. Department of Housing and Urban Development, and \$150,068.00 obtained from the EPA to LORP initial construction costs, fully discharged the County's obligation for the payment of \$3.75 million for the LORP initial construction costs.

With regard to the County's obligation to fund a portion of the LORP post-implementation costs, the LORP Funding Agreement provides as follows: (1) the difference between \$5,242,965.00 and the \$2,989,932.00 that will be applied to the LORP initial construction costs (a difference of \$2,253,033.00), will be a credit held in trust by LADWP. This "Post Implementation Credit" will be used to partially fund the County's obligation to pay one half of the LORP post-implementation costs; (2) each year, the then remaining amount of this Post Implementation Credit will be reduced by the County's share of the LORP post-implementation costs until the \$2,253,033.00 credit has been reduced to zero; (3) each year, the then remaining unexpended portion of the \$2,253,033.00 will be annually adjusted upward or downward in accordance with the Los Angeles--Anaheim--Riverside All Urban Consumers Price Index ("CPI") or its successor; (4) the annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs; and (5) the CPI adjustment will commence when LADWP has established a permanent baseflow of approximately 40 cfs in the LORP.

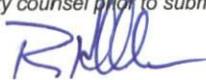
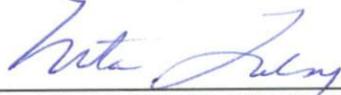
The LORP Funding Agreement also provides that Trust Account will be established in the Inyo County Treasury as a trust account and that the interest earned on the fund balance will remain in the account. The LORP Funding Agreement also provides that only after the \$2,253,033.00 Post Implementation Credit (adjusted as described above) has been reduced to zero, will the County begin to pay its share of the LORP post-implementation costs from the Trust Account; however, the County may elect to reimburse itself from the Trust Account for LORP related costs incurred by the County.

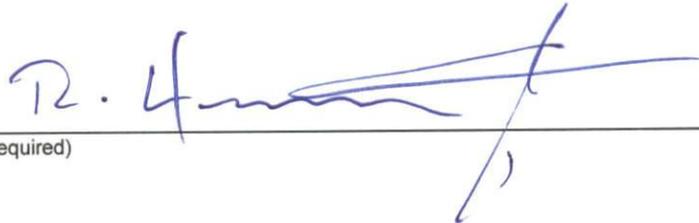
On July 11, 2007, the parties to the MOU entered into a Stipulation and Order resolving issues of compliance with the MOU. In the Stipulation and Order, the parties agree that as of July 11, 2007, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. The Stipulation and Order also provides for monitoring and reporting of the baseflow flows throughout the LORP. With the entry of the Stipulation and Order on July 11, 2007, LADWP ceased making payments of \$5,000.00 per day into the Trust Account established pursuant to the Court Order because, as of that date, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. On May 31, 2012, there was \$3,661,251.36 in the Trust Account.

On June 1, 2010, LADWP and the County entered into a LORP Post-Implementation Funding Agreement delineating the joint funding mechanisms that would be used to fund and implement the LORP. The LORP Post-Implementation Agreement, Section N provides that:

Only after the credit has been fully expended will the County be required to pay to LADWP its share of the LORP post-implementation costs from the trust account ... however, before the credit has been fully expended, the County may reimburse itself from the trust account for LORP-related, non-reimbursed costs incurred by the County for activities or work performed by the County that the County conducts under an annual work plan and budget that has been approved by the County and LADWP.

The LORP Trust Account (504103) will fund this contract.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>✓</u> Date <u>6-5-12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>Yes</u> Date <u>6/7/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> N/A Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 6/7/12
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO
AND ECOSYSTEM SCIENCES
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the **Biological Resources Consulting** services of **Ecosystem Sciences of Boise, Idaho** (hereinafter referred to as "Consultant"), 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 Consultant 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 Consultant to perform under this Agreement will be made by **Bob Harrington, Director, Inyo County Water Department**. Requests to the Consultant 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 Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant 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 Consultant 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 **July 1, 2012** to **June 30, 2013** unless sooner terminated as provided below.

3. CONSIDERATION.

A. **Compensation.** County shall pay Consultant 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 Consultant at the County's request.

B. **Travel and per diem.** County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Such request may be by email or telephone. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the **Inyo County Water Department Director Bob Harrington**. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment **C**). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment **C**, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant 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, Consultant 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 Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed **Two Hundred Five Thousand Two Hundred Thirty Two** Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing 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 hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant 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 Consultant under the terms and conditions of this Agreement.
2. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
3. The total amounts paid by County to Consultant, 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, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment D, upon executing this Agreement.

4. WORK SCHEDULE.

Consultant'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 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 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, 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 Agreement. Further, during the term of this Agreement, 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 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 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 Agreement.

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.epls.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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 Agreement. 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.

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 Consultant by County pursuant to this Agreement are, and at the termination of this Agreement 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, 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, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the Consultant. County has the right to copies of such work products and to publicize and use such work product as the County, in its sole discretion, deems appropriate.

8. 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.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis 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)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim.

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

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and 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 23 37 forms if later revisions used).

2. Primary Coverage.

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

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

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

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

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

E. 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.

F. Verification of Coverage. Consultant shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

9. STATUS OF CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultants, and not as agents, officers, or employees of County. Consultant, 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, Consultant 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 Consultant. It is understood by both Consultant 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 Consultant:

- A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.
- B. Consultant 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 Consultant in fulfillment of this Agreement.
- C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Consultant 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 from the performance of this Agreement and arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of the Consultant, or Consultant's agents, officers, or employees. Consultant'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. Consultant'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 negligence, recklessness or willful misconduct of the Consultant, its agents, employees, supplier, or of any one directly or indirectly employed by any of them, or anyone for whose negligence, recklessness or willful misconduct any of them may be liable.

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 Agreement for Consultant to procure and maintain a policy of insurance.

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.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant 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 Consultant, 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 Consultant. 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, Consultant, 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. Consultant 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. Consultant 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 Consultant thirty (30) days written notice of such intent to cancel. Consultant 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 Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement, 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 Agreement without the prior written consent of County.

15. 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 Agreement 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.

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-three (23) below.

17. CONFIDENTIALITY.

Consultant 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 Consultant in the course of providing services and work under this Agreement shall be privileged, restricted, or confidential.

18. CONFLICTS.

Consultant 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.

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 Agreement, for any personal benefit, gain, or enhancement.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, 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 Consultant 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-four (24) (Amendment).

22. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

23. AMENDMENT.

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

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, 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:	
<u>Inyo County Water Department</u>	Name
<u>P.O. Box 337</u>	Street
<u>Independence, CA 93526</u>	City and State
Consultant :	
<u>Ecosystem Sciences</u>	Name
<u>202 N. 9th Suite 400</u>	Street
<u>Boise, ID 83702</u>	City and State

25. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND ECOSYSTEM SCIENCES
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: Mark Hill

Signature
Mark Hill

Print or Type Name

Dated: 6/5/12

APPROVED AS TO FORM AND LEGALITY:

Riddle
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Nita Long
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

dg/Contracts/MiscAgreements/EcosystemSciences.Water

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND ECOSYSTEM SCIENCES
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES

TERM:

FROM: JULY 1, 2012 TO: JUNE 30, 2013

SCOPE OF WORK:

See Attachment A

C. MOU Consultants

TASK 1

Seasonal Habitat Flow

Seasonal habitat flows are prescribed to encourage a transition to riparian vegetation on the floodplains as well as manage channel sediments. The purpose of the habitat flow is to create a dynamic equilibrium for riparian habitat, fishery, water storage, water quality, animal migration, and biodiversity, which result in resilient productive ecological systems. Management actions are designed to achieve and maintain riparian habitats in a healthy ecological condition and establish a healthy warm water recreational fishery with habitat for native species. The LORP Monitoring and Adaptive Management Plan require the MOU consultants to recommend the annual seasonal habitat flow level to the Technical Committee based on the April runoff forecast. The river is then monitored during the flow period to evaluate adverse conditions or sudden problems. This task requires evaluation of the Owens Valley runoff conditions, review of proposed flow schedule and development of independent review and recommendations. During the Seasonal Habitat flow, the MOU consultant has to prepare for field observations, travel, and attend meetings with the Scientific Team to discuss the progress towards meeting the LORP objectives.

Deliverables:

Written recommendation for the Seasonal Habitat Flow based on the April runoff forecast.

Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the seasonal habitat flow and progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Monitoring of Seasonal Habitat Flow	FY 2012-2013		
	Hours	Rate	Cost
Labor Estimate:			
Principals	128	\$136	\$17,408
Associates	40	\$91	\$3,640
Administration	6	\$68	\$408
Subtotal			\$21,456

TASK 2-----

Flooded Extent Evaluation

Monitoring of flooded extent, which is how much land area is inundated during seasonal habitat flows, is prescribed to inform managers about the effectiveness of seasonal habitat flows. Seasonal habitat flooding extent monitoring documents what habitats are being affected by the flooding. Determining the extent and duration of the flooded area enables managers to identify which vegetation communities are inundated and are being affected by the seasonal habitat flow. This assists in determining if the seasonal habitat flows are meeting the goals of the habitat and informs the adaptive management decision-making. The seasonal habitat flow is evaluated each year to estimate the extent of flooding on river landforms. The report for this work requires review and comment from the MOU consultant with assistance from the consultant's staff to verify mapping and estimates. Flood extent results are

compared to results from other tasks to analyze effectiveness in meeting LORP goals. Fieldwork for this task is completed during the Seasonal Habitat Flow monitoring.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the seasonal habitat flow flooded extent monitoring and progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Flood Extent Evaluation	FY 2011-2012		
	Hours	Rate	Cost
Labor Estimate:			
Principals	64	\$136	\$8,704
Associates	64	\$91	\$5,824
Administration	2	\$68	\$136
Subtotal			\$14,664

TASK 3 -----

Rapid Assessment Evaluation

Rapid Assessment Surveys (RAS) are conducted to document problems or potential management issues in LORP riverine-riparian area and provide qualitative project-level feedback regarding changes within the project area. Rapid Assessment Evaluation is performed on the river corridor, Blackrock Waterfowl Management Area, Off-River Lakes and Ponds and the Delta. LADWP and Inyo County staffs collect and processes field data, and perform data analysis, the results of which are captured in a draft RAS report. The LORP consultant reviews the RAS results to identify issues that require immediate action, and informs the MOU parties as required by the LORP Monitoring and Adaptive Management Plan. The MOU consultant will evaluate results for trends that influence monitoring and adaptive management recommendations for subsequent years.

Deliverables:

Written consultation with MOU Parties following completion of the RAS.

Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the RAS, progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Rapid Assessment	FY 2012-2013		
	Hours	Rate	Cost
Labor Estimate:			
Principals	24	\$136	\$3,264
Associates	32	\$91	\$2,912
Administration	2	\$68	\$136
Subtotal			\$6,312

TASK 4**Delta/BWMA Assessment**

The MOU Consultants 2011 adaptive management recommendations included substantial flow changes for the Delta Habitat Area. While it is too early to evaluate vegetation response to inflows to the DHA, the recommended changes in flow are expected to create very different conditions in terms of flooding, soil moisture, and standing water. The MOU Consultants expect to make observations and evaluate these physical conditions probably later in the summer of 2012. The MOU Consultants also need to evaluate the extent of vegetation closure in the Drew wetland unit and determine if it is necessary to deactivate the unit in 2013. Also, the MOU Consultants need to observe the vegetative and open water conditions in the recently activated Winterton unit.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing conditions encountered in Delta and BWMA and progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Delta/BWMA Assessment	FY 2012-2013		
	Hours	Rate	Cost
Labor Estimate:			
Principals	64	\$136	\$8,704
Associates	24	\$91	\$2,184
Administration	4	\$68	\$272
Subtotal			\$11,160

TASK 5**Annual Report Evaluation**

At the end of October, LADWP and ICWD forward the draft annual report to the MOU consultant. The MOU consultant will evaluate the annual report for completeness and accuracy. This requires reviewing each chapter and, in some cases, reevaluating or re-estimating and verifying conclusions.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing the need for any contingency monitoring as well as discussion of progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Annual Report	FY 2012-2013		
	Hours	Rate	Cost
Labor Estimate:			
Principals	160	\$136	\$21,760
Associates	440	\$91	\$40,040
Administration	36	\$68	\$2,448
Subtotal			\$64,248

TASK 6-----**Annual Adaptive Management Recommendations**

Following review and evaluation of the draft annual report and consultation with LADWP and ICWD, a final chapter for adaptive management recommendations will be written for the final annual report and submission to the LORP Technical Committee. The MOU consultant will present the recommendations to the Technical Committee as required. This will require travel time and preparation time.

Deliverables:

Written evaluation of any necessary adaptive management actions as well as discussion of progress towards meeting LORP objectives.

Budget:

Adaptive Management Recommendations	FY 2012-2013		
	Hours	Rate	Cost
Labor Estimate:			
Principals	120	\$136	\$16,320
Associates	48	\$91	\$4,368
Administration	16	\$68	\$1,088
Subtotal			\$21,776

TASK 7-----**Project Management and Meetings**

The MOU consultant will meet with LADWP and ICWD periodically to review progress or discuss issues. The MOU consultant will manage project assignments, schedules and budgets, provide monthly progress reports to LADWP, budget assessment and invoice each month. This task will require the MOU consultant to prepare for meetings, travel, and attend meetings with the Scientific Team and MOU Parties to discuss the progress towards meeting the LORP objectives.

Budget:

Project Management and Meetings	FY 2012-2013		
	Hours	Rate	Cost
Labor Estimate:			
Principals	316	\$136	\$42,976
Associates	72	\$91	\$6,552
Administration	16	\$68	\$1,088
Subtotal			\$50,616
	FY 2011-2012		
EXPENSES	Hours	Rate	Cost
Travel (Mileage 1500/trip @ \$0.52-\$0.56/mi)	10	\$780	\$7,800
Lodging	36	\$125	\$4,500
Per Diem	36	\$75	\$2,700
Subtotal			\$15,000
FY 2011-2012 TOTAL			\$205,232

FY 2012-2013 Ecosystem Sciences Tasks

ICWD/LADWP Joint Costs

Labor Estimate	FY 2012-2013		
Seasonal Habitat Flow/River Assessment			
Principals	128	\$136	\$17,408
Associates	40	\$91	\$3,640
Administration	6	\$68	\$408
Subtotal			\$21,456
Flood Extent Evaluation			
Principals	64	\$136	\$8,704
Associates	64	\$91	\$5,824
Administration	2	\$68	\$136
Subtotal			\$14,664
Rapid Assessment			
Principals	24	\$136	\$3,264
Associates	32	\$91	\$2,912
Administration	2	\$68	\$136
Subtotal			\$6,312
Delta/BWMA Assessment			
Principals	64	\$136	\$8,704
Associates	24	\$91	\$2,184
Administration	4	\$68	\$272
Subtotal			\$11,160
Annual Report			
Principals	160	\$136	\$21,760
Associates	440	\$91	\$40,040
Administration	36	\$68	\$2,448
Subtotal			\$64,248
Adaptive Management Recommendations			
Principals	120	\$136	\$16,320
Associates	48	\$91	\$4,368
Administration	16	\$68	\$1,088
Subtotal			\$21,776
Project Management, Meetings and Preparation			
Principals	316	\$136	\$42,976
Associates	72	\$91	\$6,552
Administration	16	\$68	\$1,088
Subtotal			\$50,616
Total Labor			
Principals	996	\$136	\$119,136
Associates	768	\$91	\$65,520
Administration	85	\$68	\$5,576
Subtotal			\$190,232
EXPENSES			
Travel (Mileage 1500/trip @ \$0.52-\$0.56/mi)	10	\$780	\$7,800
Lodging	36	\$125	\$4,500
Per Diem	36	\$75	\$2,700
Subtotal			\$15,000
ANNUAL TOTAL			\$205,232

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ECOSYSTEM SCIENCES
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

TERM:

FROM: JULY 1, 2012 TO: JUNE 30, 2013

SCHEDULE OF FEES:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request in an amount not to exceed \$205,232.00

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND ECOSYSTEM SCIENCES
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

TERM:

FROM: JULY 1, 2012 TO: JUNE 30, 2013

FORM W-9

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Supervisor Marty Fortney
FOR THE BOARD MEETING OF: June 19, 20120
SUBJECT: Appointment of Fourth District Planning Commissioner

DEPARTMENTAL RECOMMENDATION: Request Board appoint Mr. Ross Corner as the Fourth District Planning Commissioner, to complete an unexpired four-year term ending January 4, 2013. (*Notice of Vacancy resulted in one request for appointment being received from Mr. Corner.*)

SUMMARY DISCUSSION: The terms of the Inyo County Planning Commissioners coincide with those of the Board of Supervisors. Mr. Rich White has served as the Fourth District Planning Commissioner for many years and recently notified me that was resigning. Mr. White has served the Fourth District and the County well in his tenure on the Planning Commission. I want to personally thank Rich White for the outstanding work he did as a Planning Commissioner and wish him well in whatever the future may hold for he and his wife Kathy. In order to fill the vacancy, I requested that a notice of vacancy was published in accordance with the Board's policy and received one request for appointment from Mr. Ross Corner. Mr. Corner is a resident of the Fourth District, and I am pleased to request our Board appoint Mr. Ross Corner to the Inyo County Planning Commission representing the Fourth District to complete an unexpired term ending January 4, 2013.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: -

FINANCING: - There are no fiscal impact associated with this action.

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

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

May 29, 2012

To the Inyo County Board of Supervisors

My name is Ross Corner and my address is 138 Sierra Grande, Bishop CA. I would like to be considered for filling the upcoming vacancy on the Inyo County Planning Commission for the fourth district. Marty Fortney discussed the opening and the duties with me and it sounds like something I would enjoy serving on.

My background is in Insurance, highway, street and road financing, advocacy and Real Estate. I served on the Inyo County LTC as the county's non elected member for 13 years and was chairman three times during that period.

If you have any questions about me or my background, feel free to give me a call at 760 920 1314

Thank you for considering me for this position.



Ross Corner

RECEIVED
2012 MAY 31 AM 9:55
INYO COUNTY
ADMINISTRATIVE
CLERK



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: June 19, 2012

SUBJECT: Inyo National Forest Plan Update/Revision

RECOMMENDATION: (A) Engage staff in a discussion of the impending Inyo National Forest Plan Update/Revision, concur with the draft preliminary County priorities for the Update/Revision effort, and authorize the Chair to sign correspondence detailing the priorities, and; (B) Approve the sole-source Contract between the County of Inyo and Willdan Engineering for the provision of Planning Services in the amount not to exceed \$50,000 for the period of July 1, 2012 through June 30, 2014, and authorize the Chair to sign, contingent upon obtaining the appropriate signatures and adoption of future budgets.

SUMMARY DISCUSSION: At its regular April 17, 2012 meeting, the Board conducted a workshop for the Inyo National Forest Plan Update/Revision.¹ As part of its discussion, the Board considered draft County priorities for the process, and directed staff to present the priorities to the Natural Resource Advisory Committee (NRAC) and to then return with draft correspondence to the Forest Service for the Board's consideration. The NRAC considered the draft priorities on May 23, 2012 and unanimously recommended support. The attached correspondence has been drafted for the Board's consideration. Several minor changes to the previously presented priorities and those recommended by NRAC are proposed, including clarification of access for mining and sustainable uses.

The Plan Update/Revision will be a substantial undertaking involving many divergent viewpoints. Planning Department staff plans to lead an interdisciplinary team with the assistance of the Administrator and County Counsel. Staff expects to meet regularly with Forest Service staff and involve the Board in coordination.

As the planning process is expected to significantly strain the County's resources, staff recommends that professional services be procured to assist. Mr. Doug Wilson with Willdan has participated to a great extent previously with Forest Service planning and the Death Valley Backcountry and Wilderness Plan. This previous expertise is unique, and a substantial investment at the expense of the County would be necessary for another contractor to obtain this experience through the Update/Revision process. Due to Mr. Wilson's unique experience, staff recommends that Willdan be retained to assist the County with its participation through a sole-source contract.

Willdan has prepared a scope of work, which has been incorporated into the attached contract to assist in the Update/Revision effort. Specific Willdan staff with expertise in planning, economics, and biology have been identified to assist Mr. Wilson, who will lead the Willdan team. If additional resources are needed, Willdan can procure them in-house or by subcontract.

¹ Refer to <http://inyoplanning.org/InyoNationalForest.htm> for more information regarding the Inyo National Forest Plan Update/Revision.

ALTERNATIVES: The Board could direct changes to the priorities and/or correspondence, or not submit correspondence or identify priorities at this time. In regards to the contract, the Board could direct staff to issue a Request for Proposals; given Willdan's unique experience, this is not recommended. The Board could direct staff to manage the County's involvement in-house; due to the importance of this project to the County, the technical expertise necessary, and staff's workload, this is not recommended.

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; other interested persons and organizations.

FINANCING: General fund resources will be utilized for staff participation and other County expenses. Adequate funds are available in the Planning Department's Fiscal Year 2012-2013 Preliminary Budget (023800) in Object Code 5265 (Professional Services) to compensate Willdan for the expected workload through budget approval in October. Funding for the remainder of the year will be evaluated through the budget approval process.

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.) <i>yes 6/11/2012</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>Rita Ledy yes 6/12/12</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Joshua Hest

Date: *6/12/12*

Attachments:

- 1. Draft Correspondence
- 2. Contract

June 19, 2012

Ed Armenta, Supervisor
Inyo National Forest
351 Pacu Lane, Suite 200
Bishop, CA 93514

Re: Inyo National Forest Plan Update/Revision

Dear Supervisor Armenta:

On behalf of the Inyo County Board of Supervisors, thank you for attending our workshop on April 17 to discuss the impending Inyo National Forest Plan Update/Revision. Below, based on our discussion and with the input of our Natural Resource Advisory Committee, are our priorities for the Update/Revision.

- **Access** – enhanced to accommodate vehicular use, packing, hunting, hiking, and other recreational opportunities, as well as mining and other uses of the Forest. Mitigation opportunities for potential environmental impacts resulting from increased access should be identified and implemented.
 - Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources and other uses of the Forest.
 - Roadless Areas should be identified for removal as they are no longer relevant or roadless.
 - Conflicts between biological resources and human access should be identified and planned for.
- **Vibrant Economy** – the Plan should contribute substantially to the local economy due to the impact of the Forest on the County’s culture and fiscal health, and should not result in significant socioeconomic impacts.
 - **Grazing, Mining, Renewable Energy Production, and other Uses** – the Plan should support and encourage consumptive and sustainable uses of the Forest to contribute to the County’s economy and culture.
 - Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources. This type of recreation is an important economic driver for the County.
 - **Mitigation Bank** – opportunities to shift land acquisition for mitigation of environmental impacts to restoration of degraded wilderness areas should be incorporated into the Plan to accommodate mitigation of human development elsewhere in the County.

The Inyo National Forest is of vital importance to Inyo County, and we look forward to working with you and your team over the coming years to craft a locally sustainable Plan that contributes positively to our society and culture. If you have any questions, please contact the County’s Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us. Thank you for your attention.

Sincerely,

Marty Fortney, Chair
Inyo County Board of Supervisors

cc: Board of Supervisors
Kevin Carunchio, CAO
Randy Keller, County Counsel
Joshua Hart, Planning Director
Doug Wilson, Willdan
Inyo County Natural Resource Advisory Committee
Regional Council of Rural Counties
California State Association of Counties
National Association of Counties
Secretary Vilsak, USDA
Randy Moore, Pacific Southwest Regional Forester, USFS
Chief Tidwell, USFS
Susan Joyce, USFS
Sustainable Forest Action Coalition

**AGREEMENT BETWEEN COUNTY OF INYO
AND WILLDAN ENGINEERING**
FOR THE PROVISION OF PLANNING SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Planning services of Willdan Engineering of Anaheim, CA (hereinafter referred to as "Consultant"), 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 Consultant 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 Consultant to perform under this Agreement will be made by the Planning Director. Requests to the Consultant 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 Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant 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 Consultant 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 July 1, 2012 to June 30, 2014 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant 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 Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Planning Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant 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, Consultant 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 Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$50,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing 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 hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant 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 Consultant 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 Consultant's when it is anticipated that total annual payments to Consultant 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 Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, 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, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment D, upon executing this Agreement.

4. WORK SCHEDULE.

Consultant'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 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 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, 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 Agreement. Further, during the term of this Agreement, 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 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 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 Agreement.

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.epls.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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 Agreement. 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.

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 Consultant by County pursuant to this Agreement are, and at the termination of this Agreement 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, 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, Consultant'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, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, 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, Consultant 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 Consultant. It is understood by both Consultant 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 Consultant:

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

B. Consultant 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 Consultant in fulfillment of this Agreement.

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

10. DEFENSE AND INDEMNIFICATION.

Consultant 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 Consultant, or Consultant's agents, officers, or employees, or the failure of Consultant, or Consultant's agents, officers, or employees to comply with any of its obligations contained in this Agreement, and that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its employees or agents in the performance of services under this contract. Consultant'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. Consultant'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 negligence, recklessness or willful misconduct of the Consultant, its agents, employees, suppliers, or of any one directly or indirectly employed by any of them, or anyone for whose negligence, recklessness or willful misconduct any of them may be liable.

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 Agreement for Consultant to procure and maintain a policy of insurance.

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.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant 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 Consultant, 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 Consultant. 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, Consultant, 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. Consultant 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. Consultant 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 Consultant thirty (30) days written notice of such intent to cancel. Consultant 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 Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement, 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 Agreement without the prior written consent of County.

15. 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 Agreement 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.

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-three (23) below.

17. CONFIDENTIALITY.

Consultant 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 Consultant in the course of providing services and work under this Agreement shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County.

18. CONFLICTS.

Consultant 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.

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 Agreement, for any personal benefit, gain, or enhancement. Further, Consultant 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, Consultant 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 Consultant 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-three (23) (Amendment).

22. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

23. AMENDMENT.

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

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, 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:	
Planning Department	Department
PO Drawer L	Address
Independence, CA	City and State

Consultant:	
Willdan Engineering	Name
2014 Tulare Street, Suite 515	Address
Fresno, CA 93721	City and State

25. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND WILLDAN ENGINEERING**
FOR THE PROVISION OF PLANNING SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: William C. Jagett
Signature

William C. Jagett
Print or Type Name

Dated: 6/19/12

APPROVED AS TO FORM AND LEGALITY:

County Counsel

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 WILLDAN ENGINEERING
FOR THE PROVISION OF PLANNING SERVICES**

TERM:

FROM: JULY 1, 2012

TO: JUNE 30, 2014

SCOPE OF WORK:

Willdan will provide as needed on call staff augmentation to assist the County staff to coordinate with the U.S. Forest Service and its partners in the preparation of the Inyo National Forest Plan Update/Revision. These services will be provided as requested and authorized by the Inyo County Planning Director. Doug Wilson will be Willdan's Project Manager and the County's primary contact. Mr. Wilson will be assisted by Dean Sherer, Planner, James Edison, Economist, Jerald James, Biologist, other Willdan staff as needed, or others selected through subcontract.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND WILLDAN ENGINEERING
FOR THE PROVISION OF PLANNING SERVICES**

TERM:

FROM: JULY 1, 2012

TO: JUNE 30, 2014

SCHEDULE OF FEES:

The fee for the designated Project Manager is \$162 per hour worked. Work done away from the offices of Inyo County may be done by other employees of Willdan under the direction of the individual designated as the Project Manager. The compensation of others assigned will be in accordance with the fee schedules on the following pages.

Attachment B - Fee Schedule
WILLDAN ENGINEERING
Schedule of Hourly Rates
 Effective July 1, 2011 to June 30, 2012

ENGINEERING	LANDSCAPE ARCHITECTURE
Principal Engineer \$200.00	Principal Project Manager 180.00
Director 180.00	Principal Landscape Architect 150.00
Deputy Director 180.00	Senior Landscape Architect 125.00
Principal Project Manager 180.00	Associate Landscape Architect 115.00
City Engineer 180.00	Assistant Landscape Architect 100.00
Project Manager 180.00	
Program Manager 180.00	BUILDING AND SAFETY
Supervising Engineer 160.00	Director 180.00
Senior Engineer 145.00	Deputy Director 180.00
Senior Design Manager 145.00	Principal Project Manager 180.00
Design Manager 135.00	Supervising Plan Check Engineer 150.00
Associate Engineer 135.00	Building Official 150.00
Senior Designer 130.00	Plan Check Engineer 140.00
Senior Design Engineer II 130.00	Deputy Building Official 140.00
Senior Design Engineer I 125.00	Inspector of Record 140.00
Designer II 120.00	Senior Plans Examiner 125.00
Designer I 115.00	Supervising Building Inspector 125.00
Design Engineer II 120.00	Plans Examiner 115.00
Design Engineer I 115.00	Senior Building Inspector 115.00
Senior Drafter 110.00	Supervisor Code Enforcement 115.00
Drafter II 100.00	Building Inspector **105.00/110.00
Drafter I 95.00	Supervising Construction Permit Specialist 105.00
Technical Aide 85.00	Senior Construction Permit Specialist 100.00
	Senior Code Enforcement Officer 95.00
CONSTRUCTION MANAGEMENT	Assistant Building Inspector **95.00/110.00
Director 180.00	Code Enforcement Officer 80.00
Deputy Director 180.00	Construction Permit Specialist 80.00
Project Manager 180.00	Assistant Construction Permit Specialist 85.00
Senior Construction Manager 155.00	Plans Examiner Aide 75.00
Construction Manager 145.00	Assistant Code Enforcement Officer 70.00
Assistant Construction Manager 120.00	
Utility Coordinator 125.00	PLANNING
Labor Compliance Manager 120.00	Director 180.00
Labor Compliance Specialist 95.00	Deputy Director 180.00
	Principal Planner 150.00
INSPECTION SERVICES	Principal Community Development Planner 150.00
Supervising Public Works Observer 120.00	Senior Planner 130.00
Senior Public Works Observer 110.00	Senior Community Development Planner 130.00
Public Works Observer **100.00/110.00	Associate Planner 115.00
Assistant Public Works Observer **100.00/110.00	Associate Community Development Planner 115.00
	Assistant Community Development Planner 105.00
SURVEYING	Assistant Planner 105.00
Principal Project Manager 180.00	Planning Technician 85.00
Supervisor - Survey & Mapping 155.00	Community Development Technician 85.00
Senior Survey Analyst 130.00	
Certified Party Chief 130.00	ADMINISTRATIVE
Senior Calculator 120.00	Computer Data Entry 65.00
Calculator II 110.00	Clerical 65.00
Calculator I 100.00	Word Processing 65.00
Survey Analyst II 115.00	Personal Computer Time 30.00
Survey Analyst I 100.00	
Survey Party Chief 115.00	Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of \$500.00.
Field Party (One) 180.00	** Prevailing Wage Project, Use \$110.00
Field Party (Two) 235.00	
Field Party (Three) 295.00	

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2010 thru June 30, 2011, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento area, but not more than five percent per year.

Attachment B - Fee Schedule

Willdan Financial Services
Hour Rate Schedule

Position	Hourly Rate
Group Manager	\$210
Principal	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Assistant Analyst	\$75

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND WILLDAN ENGINEERING
FOR THE PROVISION OF PLANNING SERVICES**

TERM:

FROM: JULY 1, 2012

TO: JUNE 30, 2014

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

When the assigned personnel work in Inyo County, travel and per diem will be reimbursed by County at the rate of \$650 per week if the designated personnel work within Inyo County two days per week. Travel and per diem expenses will be increased or decreased by \$100 per day each day over or under two-days per week that the designated personnel work within Inyo County. Reimbursement at these rates includes full compensation for time and expenses travelling to and from Inyo County from the Willdan offices. If work is coordinated with other services provided pursuant to other agreements between Willdan and Inyo County, the per diem will be calculated as if it were under one contract and prorated between the services provided pursuant to each agreement in the same proportion as the hours provided.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND WILLDAN ENGINEERING
FOR THE PROVISION OF PLANNING SERVICES**

TERM:

FROM: JULY 1, 2012

TO: JUNE 30, 2014

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 WILLDAN ENGINEERING
FOR THE PROVISION OF PLANNING SERVICES**

TERM:

FROM: JULY 1, 2012

TO: JUNE 30, 2014

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 or claim and **\$2,000,000** aggregate.

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 contractor.

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and 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 23 37 forms if later revisions used).

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 effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

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.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 16

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

FROM: COUNTY COUNSEL AND WATER DEPARTMENT

FOR THE BOARD MEETING OF: **June 19, 2012**

SUBJECT: **APPROVAL OF CONTRACT WITH GREGORY L. JAMES, WATER/ENVIRONMENTAL ATTORNEY – WATER DEPARTMENT**

DEPARTMENTAL RECOMMENDATION: Approve the Agreement between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of Water/Environmental Attorney services to the Water Department for the period from July 1, 2012 through June 30, 2013, at the rate of One Hundred Fifty Five Dollars(\$155.00) for every hour of legal services except travel time which will be paid at Fifty Dollars (\$50.00) an hour, and a contract limit of Sixty Thousand Dollars (\$60,000.00); contingent upon the Board of Supervisors approving the 2012/13 Budget; and authorize the Chairperson to sign on behalf of the County. (4/5 vote required)

CAO RECOMMENDATION: n/a

SUMMARY DISCUSSION: As your Board is aware, Mr. James has represented Inyo County on water related matters for decades, as both a County employee and contractor. His expertise in water law in general, and more importantly in Inyo County water issues, has proved to be invaluable to this and the previous County Counsel. Such expertise would be difficult if not impossible to replace. The proposed contract rate of \$155.00/hour for attorney time and \$50.00/hour for travel time is below market rate for an attorney with his expertise.

Mr. James has demonstrated the ability to handle numerous assignments in the area of water/environmental law simultaneously, accepting the County's priority for each case or matter, managing his time effectively, and willingly adjusting his schedule to meet unforeseeable work load requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, other County employees, and a variety of parties in various lawsuits. Overall, Mr. James has performed as a highly skilled and competent attorney in the area of Water/Environmental law and his services contribute significantly to the County's ability to successfully represent itself and its officers and employees in water and environmentally related litigation, including those involving the City of Los Angeles Department of Water and Power.

The rate in this contract is the same as in the previous contract. The proposed contract rate is \$155.00/hour for attorney time and \$50.00/hour for travel time. The proposed contract is for one year. The limit upon the amount payable under the contract is \$60,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under his existing contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the Water Director to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

ALTERNATIVES:

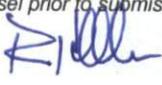
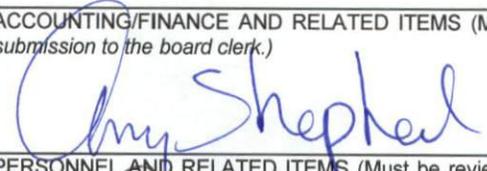
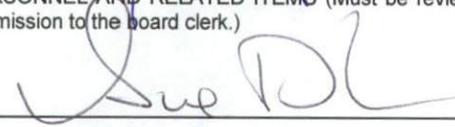
1. Decline to approve the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Water and

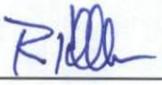
Environmental matters with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability to represent and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.

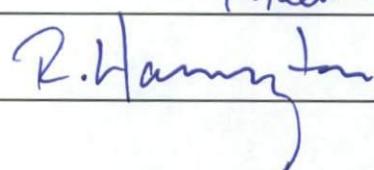
2. Decline to approve the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

OTHER AGENCY INVOLVEMENT: none

FINANCING: Funding will be included in Water Department's Budget 024102 Object Code 5265 in the 2012/13 budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u> / </u> Date <u>6.5.12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/6/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>6/6/12</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____
 Date: 6-7-12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)
 /s/ARF/GJamesWtr201213 _____
 Date: 6/12/12

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Mammoth Lakes, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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 Randy H. Keller, whose title is: County Counsel.

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, county, 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 July 1, 2012 to June 30, 2013 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.

B. Travel and per diem. County shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Randy H. Keller, whose title is: County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment B), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

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 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.

E. 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, including incidental expenses, if any, shall not exceed **\$60,000.00** Dollars, (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, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. 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 hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. 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, attached hereto as Attachment D, 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 insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the effective date of this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except as provided in the Scope of Work (Attachment A), 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 items not specifically set forth in the Schedule of Fees (Attachment B), 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. WORKERS' COMPENSATION.

If required by law, Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided if coverage is required by law.

9. INSURANCE REQUIREMENTS FOR PROFESSIONAL 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 Consultant, its agents, representatives, or employees.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000.00** 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 Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** 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 **\$ N/A** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000.00** per occurrence or claim.

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

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.

The County, its officers, officials, employees, and volunteers are to be covered as insured's on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and 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 both CG 20 10 and CG 23 37 forms if later revisions used).

2. Primary Coverage.

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

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

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

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

E. 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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

H. Special Risks or Circumstances. 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.

10. 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 County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed 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.

11. 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 costs which is caused in whole or in part by any act or omission of the Contractor, 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.

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.

12. RECORDS AND AUDIT.

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

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, 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.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor and its employees 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.

16. 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 fifteen (15) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be 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-four (24) below.

18. CONFIDENTIALITY.

Contractor 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.

19. 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. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees 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.

20. 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.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding to the Inyo County Water Department or other 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 thirty (30) 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-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. 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.

25. 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>Office of County Counsel</u>	Department
<u>P.O. Box M</u>	Address
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:

<u>Gregory L. James</u>	Name
<u>712 Owens Gorge Road</u>	Address
<u>Mammoth Lakes, CA 93546</u>	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Gregory L. James
(Type or Print Name)

Dated: _____

Gregory L. James
(Signature)

Dated: May 31, 2012

APPROVED AS TO FORM AND
LEGALITY:

Riddle
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Sue Pl
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

M. Baker
County Risk Manager

dg:\Contracts\MiscContracts\Water\EnvironmentalAttorneyWtrDept.123.GJames

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2012 TO: June 30, 2013

SCOPE OF WORK:

1. Contractor shall advise and represent Inyo County, its agents, officers and employees regarding all aspects of water and environmental law involving the operation and activities of the Inyo County Water Department. Specifically these responsibilities include:
 - Advise concerning legal issues involved in the joint management of Owens Valley water resources with the City of Los Angeles Department of Water and Power (LADWP) under the Long Term Water Agreement (LTWA), entered as Stipulated Judgment in the Inyo County Superior Court;
 - Advise regarding legal issues related to the implementation, oversight and enforcement of all activities and projects, including enhancement/mitigation projects, provided for in or arising from, the LTWA, the Final Environmental Impact Report (FEIR) for the LTWA, the Memorandum of Understanding (MOU) between the County, LADWP, the State Lands Commission, California Department of Fish and Game, the Sierra Club and the Owens Valley Committee, which resolves their concerns over the adequacy of the FEIR;
 - Advise and provide guidance concerning anticipated litigation and/or Dispute Resolution arising from the LTWA, FEIR, and MOU;
 - Advise the County Water Department concerning legal issues involved in monitoring the water and vegetation environment of the Owens Valley;
 - Advise and assist in coordinating, developing, and preparing the County's position, and the evidence supporting it, for disputes under the (LTWA), and for other water related litigation;
 - Advise the Board of Supervisors, Director of the Water Department, County Counsel and other County officers and employees concerning potential impacts of court decisions, activities, projects, legislation, and administrative actions on the County's water resources; and become involved as may be directed by the Board of Supervisors and/or the County Counsel, in such decisions, activities, projects, legislation and actions;
 - Under the supervision and direction of the County Counsel, represent the County, its agents, officers and employees in water related litigation; and
 - Make presentation on water and environmental related legal topics to the Board of Supervisors, County Water Commission, other County Officers and employees, federal and state agencies, citizens and residents of the County, environmental and other non-profit groups.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2012 TO: June 30, 2013

SCOPE OF WORK:

4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Office of County Counsel for storage.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel at his Independence office. Contractor shall also provide to the County Counsel at his Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2012 TO: June 30, 2013

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below.

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Computer Assisted Research	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2012 TO: June 30, 2013

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2012 TO: June 30, 2013

FORM W-9

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 17

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

FROM: COUNTY COUNSEL and PLANNING DEPARTMENT DEPARTMENT

FOR THE BOARD MEETING OF: JUNE 19, 2012

SUBJECT: APPROVAL OF CONTRACT WITH GREGORY L. JAMES, WATER/ENVIRONMENTAL ATTORNEY – YUCCA MT. PROJECT

DEPARTMENTAL RECOMMENDATION: Approve the Agreement between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of legal services to the County related to the Yucca Mountain Repository Licensing Proceedings before the Nuclear Regulatory Commission, and related Court actions, for the period from July 1, 2012 through June 30, 2013, at a base rate of One Hundred Eighty Five Dollars (\$185.00) per hour, as further set forth in Attachment B, with travel time paid at Fifty Dollars (\$50.00) an hour, and a Contract Limit of Twenty Five Thousand Dollars (\$25,000.00); contingent upon the Board of Supervisors approving the 2012/13 Budget; and authorize the Chairperson to sign on behalf of the County. (4/5 vote required)

SUMMARY DISCUSSION: As your Board is aware, Mr. James has extensive experience providing Inyo County with water and environmental related legal advice. Mr. James has represented the County on Yucca Mountain related matters since October of 2008. He was instrumental in inserting Inyo County into the licensing process in a professional manner with a good likelihood of success. As it was last year, it is fair to say that the licensing proceeding is in a state in flux if not moribund. However, there is an occasional need for Mr. James advice regarding the program.

Additionally, it will be important to stay abreast of the current litigation regarding withdrawal of the license and rejuvenated license proceedings, and of the regulations and guidance that would be issued by DOE regarding return or use of the funding that has been provided and equipment and evidence obtained as a result of federal funding. The continuity Mr. James provides will be valuable whether the licensing proceedings continue or the program comes to a halt.

The rate in this contract is the same as in the previous contract. The proposed contract rate is \$185.00/hour for attorney time with an additional \$40.00/hour if Mr. James spends more than 100 hours a month on Yucca Mountain matters and \$50.00/hour for travel time. The proposed contract is for one year. The limit upon the amount payable under the contract is \$25,000.00.

Mr. James' activities under this Agreement will continue to be monitored, directed, and supervised by the County Counsel in consultation with the Planning Director and other involved Department Heads, to ensure that the legal services undertaken to be provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

ALTERNATIVES:

1. Decline to approve the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Water and Environmental matters with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability

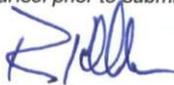
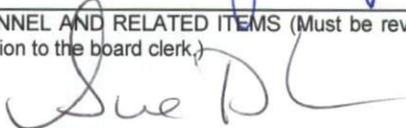
to represent and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.

2. Decline to approve the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

OTHER AGENCY INVOLVEMENT: none

FINANCING: Funding will be included in the Planning Yucca Mountain Department Budget 620605 Object Code 5265 in the 2012/13 budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>6-5-12</u> Date <u>7/5</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>✓ yes</u> Date <u>6/6/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>6/6/12</u>

DEPARTMENT HEAD SIGNATURE:  Date: 6-7-12
(Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE:  Date: 6-11-12
(Not to be signed until all approvals are received)

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Mammoth Lakes, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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 Randy H. Keller, whose title is: County Counsel.

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, county, 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 July 1, 2012 to June 30, 2013 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.

B. Travel and per diem. County shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Randy H. Keller, whose title is: County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment B), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

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 services rendered under this Agreement. Specifically, Contractor shall not

County of Inyo Standard Contract – Water/Environmental Attorney.YuccaMt.

(Independent Contractor – Schedule of Fees

Including Incidental Expenses/Schedule of Per Diem)

Page 1

Modified Contract 123

050112

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.

E. 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, including incidental expenses, if any, shall not exceed **\$25,000.00** Dollars, (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, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. 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 hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. 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, attached hereto as Attachment D, 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 insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the effective date of this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except as provided in the Scope of Work (Attachment A), 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 items not specifically set forth in the Schedule of Fees (Attachment B), 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. WORKERS' COMPENSATION.

If required by law, Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided if coverage is required by law.

9. INSURANCE REQUIREMENTS FOR PROFESSIONAL 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 Consultant, its agents, representatives, or employees.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000.00** 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 Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** 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 \$ n/a per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000.00** per occurrence or claim.

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

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and 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 both CG 20 10 and CG 23 37 forms if later revisions used).

2. Primary Coverage.

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

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

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

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

E. 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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

H. Special Risks or Circumstances. 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.

10. 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 County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed 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.

11. 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 costs which is caused in whole or in part by any act or omission of the Contractor, 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.

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.

12. RECORDS AND AUDIT.

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

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, 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.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor and its employees 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.

16. 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 fifteen (15) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be 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-four (24) below.

18. CONFIDENTIALITY.

Contractor 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.

19. 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. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees 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.

20. 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.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding to the Inyo County Yucca Mountain Repository Assessment Office or other 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 thirty (30) 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-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. 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.

25. 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>Office of County Counsel</u>	Department
<u>P.O. Box M</u>	Address
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:

<u>Gregory L. James</u>	Name
<u>712 Owens Gorge Road</u>	Address
<u>Mammoth Lakes, CA 93546</u>	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Gregory L. James
(Type or Print Name)

Dated: _____

Gregory L. James
(Signature)

Dated: May 31, 2012

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

dg:\Contracts\MiscContracts\WaterEnvironmentalAttorneyYuccaMt.123. GJames

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2012 TO: June 30, 2013

SCOPE OF WORK:

1. Contractor shall advise and represent Inyo County, its agents, officers and employees regarding all aspects of the Yucca Mountain Nuclear Repository Licensing Proceedings conducted before the Nuclear Regulatory Commission, and any appeals arising therefrom to State or Federal Courts.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Office of County Counsel for storage.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel at his Independence office. Contractor shall also provide to the County Counsel at his Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2012 TO: June 30, 2013

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. and c. below, County will pay Contractor One Hundred Eighty Five Dollars (\$185.00) per hour ("hourly rate") or increments thereof, for all work and services provided by Contractor to County under this Agreement.
- b. For each hour worked under the provisions of this Agreement by the Contractor in excess of one hundred (100) hours in any calendar month, Contractor will be paid an additional premium of Forty Dollars (\$40.00) per hour. This premium is in addition to the hourly rate set forth in paragraph a. above.
- c. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Computer Assisted Research	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs

ATTACHMENT B - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2012 TO: June 30, 2013

SCHEDULE OF FEES:

Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2012 TO: June 30, 2013

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2012 TO: June 30, 2013

FORM W-9

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

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

FROM: COUNTY COUNSEL AND CAO

FOR THE BOARD MEETING OF: **June 19, 2012**

SUBJECT: **APPROVAL OF CONTRACT WITH GREGORY L. JAMES, WATER/ENVIRONMENTAL ATTORNEY – NATURAL RESOURCES**

DEPARTMENTAL RECOMMENDATION: Approve the Agreement between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of Water/Environmental Attorney services to the County Administrator for the period from July 1, 2012 through June 30, 2013, at the rate of One Hundred Fifty Five Dollars(\$155.00) for every hour of legal services except travel time which will be paid at Fifty Dollars (\$50.00) an hour, and a contract limit of Thirty Thousand Dollars (\$30,000.00); contingent upon the Board of Supervisors approving the 2012/13 Budget; and authorize the Chairperson to sign on behalf of the County. (4/5 vote required)

CAO RECOMMENDATION: n/a

SUMMARY DISCUSSION: Mr. James has represented Inyo County on water-related matters for decades, and currently also represents the County regarding issues raised by the proposed solar development in the County. The proposed contract rate of \$155.00/hour for attorney time and \$50.00/hour for travel time is below market rate for an attorney with his expertise.

Mr. James has demonstrated the ability to handle numerous assignments in the area of environmental law simultaneously, accepting the County's priority for each case or matter, managing his time effectively, and willingly adjusting his schedule to meet unforeseeable work load requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, other County employees, and a variety of parties in various lawsuits. Overall, Mr. James has performed as a highly skilled and competent attorney in the area of Water/Environmental law and his services contribute significantly to the County's ability to successfully represent itself and its officers and employees in water and environmentally related litigation, including those involving the City of Los Angeles Department of Water and Power.

The rate in this contract is the same as in the previous contract. The proposed contract rate is \$155.00/hour for attorney time and \$50.00/hour for travel time. The proposed contract is for one year. The limit upon the amount payable under the contract is \$30,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under his existing contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the County Administrator to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

ALTERNATIVES:

1. Decline to approve the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Water and Environmental matters with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability

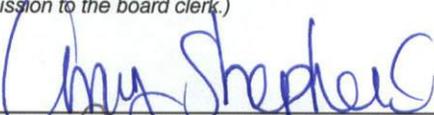
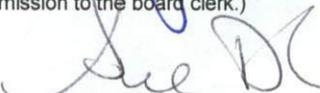
to represent and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.

2. Decline to approve the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

OTHER AGENCY INVOLVEMENT: none

FINANCING: Funding will be included in the CAO's Natural Resources Budget 010204 Object Code 5265 in the 2012/13 budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>6.5.12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/6/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>6/6/12</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 6-7-12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 06-08-2012
/s/ARF/GJamesNtlRes201213

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Mammoth Lakes, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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 Randy H. Keller, whose title is: County Counsel.

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, county, 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 July 1, 2012 to June 30, 2013 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.

B. Travel and per diem. County shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Randy H. Keller, whose title is: County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment B), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

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 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.

E. 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, including incidental expenses, if any, shall not exceed **\$30,000.00** Dollars, (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, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. 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 hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. 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, attached hereto as Attachment D, 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 insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the effective date of this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except as provided in the Scope of Work (Attachment A), 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 items not specifically set forth in the Schedule of Fees (Attachment B), 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. WORKERS' COMPENSATION.

If required by law, Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided if coverage is required by law.

9. INSURANCE REQUIREMENTS FOR PROFESSIONAL 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 Consultant, its agents, representatives, or employees.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000.00** 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 Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** 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 **\$ N/A** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000.00** per occurrence or claim.

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

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.

The County, its officers, officials, employees, and volunteers are to be covered as insured's on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and 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 both CG 20 10 and CG 23 37 forms if later revisions used).

2. Primary Coverage.

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

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

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

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

E. 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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

H. Special Risks or Circumstances. 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.

10. 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 County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed 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.

11. 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 costs which is caused in whole or in part by any act or omission of the Contractor, 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.

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.

12. RECORDS AND AUDIT.

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

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, 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.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor and its employees 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.

16. 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 fifteen (15) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be 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-four (24) below.

18. CONFIDENTIALITY.

Contractor 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.

19. 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. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees 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.

20. 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.

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding to the Inyo County Water Department or other 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 thirty (30) 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-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. 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.

25. 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>Office of County Counsel</u>	Department
<u>P.O. Box M</u>	Address
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:

<u>Gregory L. James</u>	Name
<u>712 Owens Gorge Road</u>	Address
<u>Mammoth Lakes, CA 93546</u>	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Gregory L. James
(Type or Print Name)

Dated: _____

Gregory L. James
(Signature)

Dated: May 31, 2012

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

dg:Contracts\MiscContracts\Water\EnvironmentalAttorneyCAO.123.GJames

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

TERM:

FROM: July 1, 2012 TO: June 30, 2013

SCOPE OF WORK:

1. Upon request, Contractor shall represent and advise County, its agents, officers and employees regarding all aspects of natural resources law, including but not limited to development of solar power facilities in the County.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Office of County Counsel for storage.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel at his Independence office. Contractor shall also provide to the County Counsel at his Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
9. Further, as may be agreed upon by County and Contractor, Contractor shall represent and advise the County, and such of its agents, officers, and employees that the County may designate, in pending and potential non-water related litigation or disputes before State and Federal courts, county, state and federal administrative agencies, arbitrations and/or mediation proceedings.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

TERM:

FROM: July 1, 2012 TO: June 30, 2013

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Computer Assisted Research	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

TERM:

FROM: July 1, 2012 TO: June 30, 2013

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING NATURAL RESOURCES**

TERM:

FROM: July 1, 2012 TO: June 30, 2013

FORM W-9

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: June 19, 2012

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments for the Lone Pine Chamber of Commerce Wild Wild West Marathon and Spring Jam Concert and the Bishop Area Chamber of Commerce & Visitors Bureau Blake Jones Trout Derby and the Rainbow Day Trout Display and Festival.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments from the 2011-12 Advertising County Resources budget, 011400, for the following, completed Community Project Sponsorship Grant projects: A \$2,500 final payment to the Lone Pine Chamber of Commerce for the Wild Wild West Marathon; and a \$1,000 final payment for the first annual Spring Jam Concert; a \$1,750 final payment to the Bishop Area Chamber of Commerce & Visitors Bureau for the 2012 Rainbow Days Trout Display, and a \$3,750 final payment for the 2012 Blake Jones Trout Derby.

SUMMARY DISCUSSION: The Lone Pine Chamber of Commerce was awarded a FY 2011-12 County of Inyo Community Project Sponsorship Grant in the amount of \$5,000 in November of 2011 to help sponsor the Wild Wild West Marathon, in Lone Pine. After contracts were finalized, half the grant funds (\$2,500) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining \$2,500 in grant funding. The Chamber also provided ample evidence that Inyo County was prominently mentioned as a sponsor of the event in ads that ran in several national running publications, and other promotional material. On May 5, 2012, about 200 runners and a large contingent of their support crews participated in the day's three races: a 50K, a Marathon 26 miles; a 10-mile run, and a 3-mile "fun run." This represents about the same number of runners and attendees as in previous years. Once again, large numbers of community volunteers, organizations and businesses supported the event by staffing aid stations and the start-finish line, and otherwise helping the influx of runners.

The Lone Pine Chamber of Commerce was awarded a FY 2011-12 County of Inyo Community Project Sponsorship Grant in the amount of \$2,000 in November of 2011 to help sponsor the first annual Spring Jam Concert, in Lone Pine. After contracts were finalized, half the grant funds (\$1,000) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining \$1,000 in grant funding. The Chamber also provided ample evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and posters. On May 19, 2012, several bands from out of the area (Ease Up, Con Brio, and, no kidding, Kevin Never Talks), played at Diaz Lake for a crowd of more than 170 people. A key development was that the Spring Jam got young people in the area involved in the planning and staging of the event. Plans are underway for a repeat performance in 2013.

The Bishop Chamber of Commerce was awarded a FY 2011-12 County of Inyo Community Project Sponsorship Grant in the amount of \$3,500 in November of 2011 to help sponsor the 2012 Rainbow Day Trout Display and Festival. After contracts were finalized, half the grant funds (\$1,750) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining \$1,750 in grant funding. The Chamber also provided ample evidence that Inyo County was prominently mentioned as a sponsor of the event in ads that ran in numerous regional outdoor and fishing publications, and other promotional material. This is second year for the recently revived event, which is designed to keep local and visiting anglers and visitors in Bishop on the Opening Day of the fishing season. It achieved its goal, with anglers and visitors enjoying the activities in the Bishop City Park. About 70 anglers brought fish to display and enter various contests. The event was a successful collaboration with the Bishop Lions Club and other community volunteers and businesses.

The Bishop Chamber of Commerce was awarded a FY 2011-12 County of Inyo Community Project Sponsorship Grant in the amount of \$7,500 in November of 2011 to help sponsor the 2012 Blake Jones Trout Derby at Pleasant Valley Reservoir and the Owens River. After contracts were finalized, half the grant funds (\$3,750) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining \$3,750 in grant funding. The Chamber also provided ample evidence that Inyo County was prominently

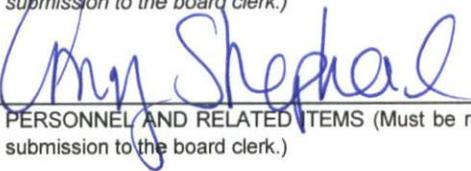
mentioned as a sponsor of the event in ads that ran in numerous regional outdoor and fishing publications, and other promotional material. On March 17, 2012, hundreds of anglers participated in the 45th edition of the derby, with about 80 percent coming from outside of Inyo and Mono counties. Anglers landed plenty of trout and there was a noticeable increase in the number of families taking part. Participants took home approximately \$10,000 in prizes donated by the business community. More than 30 volunteers provided critical help and friendly faces while staffing at the event. This is a great kick-off to the trout season and generates substantial publicity for the county and its angling opportunities.

ALTERNATIVES: The Board could deny the requests.

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

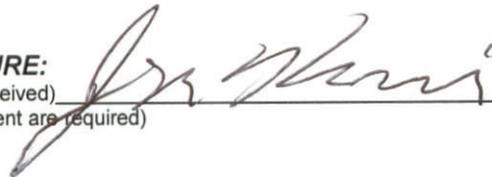
FINANCING: The FY 2011-12 Advertising County Resources budget, (011400), which is funded solely by the General Fund, includes \$100,000 for the Community Project Sponsorship Program in Professional Services (5265).

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>6/6/12</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 6-12-12



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

Lone Pine
Chamber of Commerce

May 20, 2012

Inyo Co. Board of Supervisors
PO Box N
Independence CA 93526

Dear Supervisors,

The Lone Pine Chamber of Commerce wants to thank you for your support of our Wild Wild West Marathon this year.

This Marathon is very popular with the runners mostly because it is a very difficult trail race with beautiful scenery. Year after year runners return and thank us for having the race. Many of the serious runners are now using this race for training.

Our businesses like the race because the runners and their families show up and spend a day or so in Lone Pine shopping and eating. We love business and the race helps during the month before we get busy.

Sincerely,

Kathleen New
President/CEO

PH. [760] 876.4444 • www.lonepinechamber.org
info@lonepinechamber.org

May 5, 2012
Lone Pine, California
Wild Wild West
Marathon
50K, 10 Mile
& 3 Mile Fun Run

A trail race that goes through the great Alabama Hills and the foothills of Mt. Whitney. Water stops every three miles.

There is a 50K, a marathon, a ten mile and a 3 mile race. Something for every runner and the trail is walker-friendly. If you want clean air, safe surroundings and beautiful scenery, if you and your family would like to enjoy a day of running or you want to run a challenging race this is the place to be on May 5th.



Wild Wild West
34th annual
Wild Wild West Run

REGISTER AT: www.Active.com
 or go to our website for printable entry form.
 For information: www.lonepinechamber.org
director@lonepinechamber.org • Ph: 760.876.4444

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760-878-4444
www.lonepinechamber.org
kathleen@lonepinechamber.org

Kathleen New
 President/CEO





120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

Lone Pine
Chamber of Commerce

May 22, 2012

Inyo Co. Board of Supervisors
PO Box N
Independence CA 93526

Dear Supervisors,

The Lone Pine Chamber of Commerce wants to thank you for your support of our first annual Spring Jam.

Everyone really enjoyed the event and the best part was getting the young people in the area involved in volunteering. Maybe some of us oldsters can pass the baton soon.

Our businesses like the event as many band members and their families stay and eat and shop.

About 170 people were in attendance.

Thank you for your help.

Sincerely,
Kathleen
Kathleen New
President/CEO

PH. [760] 876.4444 • www.lonepinechamber.org
info@lonepinechamber.org

The Lone Pine Chamber of Commerce
proudly presents



Spring Jam

Live Music Outdoors
Lone Pine

Saturday May 19, 2012
@ DIAZ LAKE 3pm to 11pm

Featuring

CONBRIO



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or visit www.LonePineChamber.org

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Sponsored in part by Inyo County



BISHOP AREA CHAMBER OF COMMERCE & VISITORS BUREAU

690 N. MAIN STREET, BISHOP, CALIFORNIA 93514

RECEIVED

MAY 24 2012

May 14, 2012

Inyo Co. Water Department

Dear Mr. Klusmire and Inyo County Supervisors:

Please find enclosed final funding requests related to Inyo County Community Project Sponsorship Grant Funding for the Blake Jones Trout Derby and Rainbow Days Trout Display.

This package contains completed reimbursement request forms, copies of all related invoices and written summary reports for each project. We're pleased to report that both events were quite successful and we're thankful for the continued support of Inyo County.

If you should have any questions, or require further information, please feel free to contact me. Thank you in advance for your assistance with processing our reimbursement requests at your earliest convenience.

As always, thank you for your continued support of the Bishop Area Chamber of Commerce and Visitors Bureau.

Sincerely,

Tawni Thomson
Executive Director
Bishop Area Chamber of Commerce & Visitors Bureau

VOICE 760-873-8405 FAX 760-873-6999



The Other Side of California
DEATH VALLEY AND THE EASTERN SIERRA

WWW.BISHOPVISITOR.COM

INYO COUNTY COMMUNITY PROJECT GRANT SPONSORSHIP
Rainbow Days Trout Display & Festival

Beginning sometime in the early 1920's Eastern Sierra anglers would gather together to celebrate the annual general trout season opener on the last Saturday of April. The celebration came to be known as "Rainbow Days" in honor of the Rainbow Trout that were proudly displayed on trays of ice in downtown Bishop. For nearly 80 years, the event continued to draw hundreds of fishing enthusiasts. After a ten year hiatus, the Bishop Chamber of Commerce & Visitors Bureau worked with the Bishop Lions Club to resurrect this beloved tradition in 2010.



Inyo County CPSP funds awarded in 2011 & 2012 allowed us to increase promotional efforts and definitely improve the event overall.



Long time residents and visitors remember the "good old days" when Inyo County used to be **THE** place to be on opening weekend. Due to increased competition from other trout fishing destinations, crowds have been much lighter here in recent years. Bringing back the Rainbow Trout Display is certainly helping to increase interest & excitement for opening weekend in the Eastern Sierra.

Highlights of the 2012 Rainbow Days Trout Display & Festival:

- Good participation – more than 70 people brought fish to put on display.
- Good mix of participants – about ½ local and ½ from out of the area.
- Great volunteer support, Bishop Chamber staff & volunteers worked side by side with Bishop Lions Club and other community volunteers.
- Good support in the way of donated prizes for raffle and displayed fish.
- Solid showing of local organizations & service clubs with information displays.

We are confident that this event will continue to grow in coming years and we are grateful for financial support provided via Inyo County's CPSP program.



Inyo County Community Project Sponsorship Program

2012 BLAKE JONES TROUT DERBY

FINAL REPORT & REQUEST FOR REIMBURSEMENT OF PROJECT EXPENSES



First, **THANK YOU** for your continued support of this important event! Without the assistance of Inyo County and help from our many co-sponsors & volunteers, the continuation of the Blake Jones Trout Derby might not be possible.

Despite adverse weather conditions, high fuel prices and a persistent poor economy, the 45th Annual Blake Jones Trout Derby was quite successful!

2012 Blake Jones Highlights

- Good participation - approximately 80% came from areas outside of Inyo & Mono Counties
- Increased numbers of families fishing together
- Excellent Fishing Conditions – *waters were well stocked which makes for happy customers!*
- Increased press coverage prior to and following event
- Maintained impressive level of co-sponsorship of prizes – approximately \$10,000 in donated equipment, merchandise and gift certificates awarded
- Maintained awesome level of volunteer support – *more than 30 individuals donated time to help set-up & clean-up, register & check-in participants, weigh fish & other duties.*

The Blake Jones Trout Derby produces an excellent ROI for Inyo County. Many participants stay in Inyo County campgrounds, plus they dine and shop in area businesses from Lone Pine to Bishop. In addition to immediate financial returns, the event serves to encourage year-round visitation to the Eastern Sierra. In 2012, we celebrated the 45th anniversary of the Blake Jones Trout Derby and we hope to continue to host the event for many years to come.

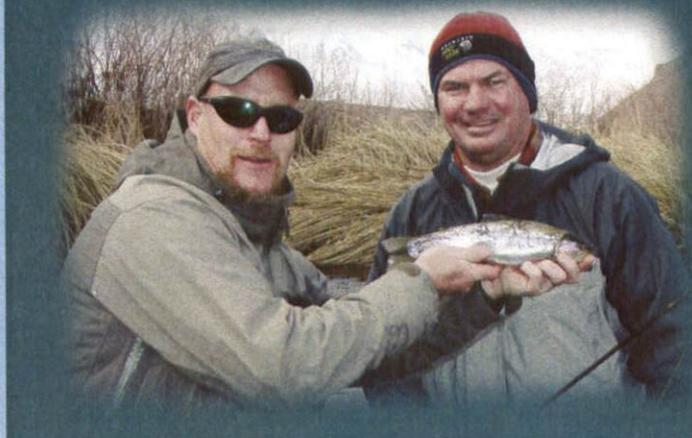
Once again, thank you!

GREAT WINTER TROUT FISHING AT PLEASANT VALLEY RESERVOIR AND ON LOWER OWENS RIVER

BLAKE JONES TROUT DERBY

ONE OF CALIFORNIA'S
BIGGEST SINGLE-DAY
TROUT FISHING EVENTS

An early opener tradition for more than 40 years



Saturday, March 17, 2012
at Pleasant Valley Reservoir
8 miles north of Bishop

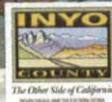
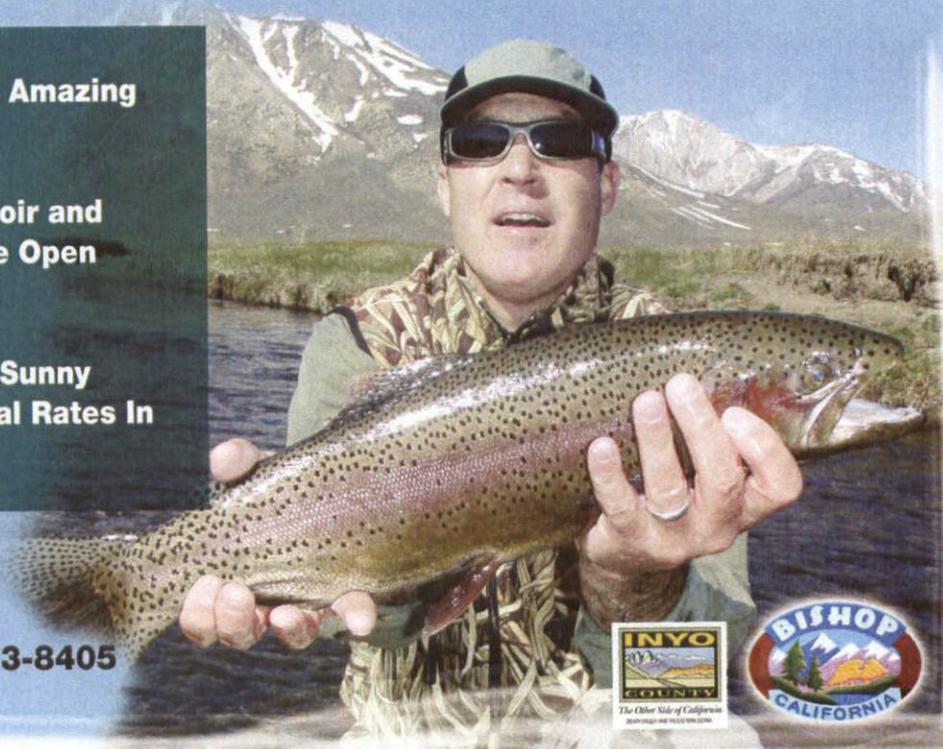
- Blind Bogey Format
- Prizes - Cash, Float Tubes, Rods & Reels, Tackle & More!
- Categories for Children & Adults

Early Registration (by February 15th)
\$10 adults/\$5 kids under 12

- Winter Trout Fishing Is Amazing in Bishop, California!
- Pleasant Valley Reservoir and Lower Owens River Are Open & Stocked Year-Round
- Enjoy Lighter Crowds, Sunny Days & Off-Peak Special Rates In Bishop Area Hotels

Bishop Area Chamber of
Commerce & Visitors Bureau
690 N. Main St., Bishop, CA 93514

For Information: 760-873-8405
www.BishopVisitor.com





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: County Administrator
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 19, 2012

SUBJECT: Possible Amendment to the Legislative Platform

DEPARTMENTAL RECOMMENDATION: - Request Board discussion and direction to staff regarding amending the County Legislative Platform concerning laws and regulations governing public swimming pools

SUMMARY DISCUSSION: - During last week's Board of Supervisors Meeting, Environmental Health Director, Marvin Moskowitz, advised your Board of new Department of Justice regulations governing public swimming pools that mandates public swimming pools become ADA compliant by January 2013 with the installation of handicapped lifts. The new ADA requirements could affect many pools in Inyo County, (i.e., the City pool, Keoghs, Tecopa, motel pools, school pools, etc.). Furthermore enforcement of the new regulation may fall to the County Environmental Health Department. Additionally, Mr. Moskowitz informed the Board that he interpreted existing State law to possibly require his department to begin regulating semi-improved natural hot springs. Since these laws and regulations, have far reaching cost and cultural impacts to the County and many local entities, it is important for the County's position on public swimming pool legislation and regulations be on record. This will also provide your Board the opportunity to consider seeking changes to State law, including clarifying that the County is not responsible for regulating natural hot springs or semi improved pools. Mr. Moskowitz has been requested to bring clarifying language for inclusion in possible legislation.

ALTERNATIVES: - Staff awaits your Board's direction on how to proceed.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is no cost associated with this action.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

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

FROM: County Administrator

By: Kevin D. Carunchio, Budget Officer
Randi Chegwidien, Budget Analyst

FOR THE BOARD MEETING OF: June 19, 2012

SUBJECT: Adoption of Fiscal Year 2011-2012 Board Approved Budget as the Preliminary Budget for Fiscal Year 2012-2013

DEPARTMENTAL RECOMMENDATION:

Request your Board adopt the Fiscal Year 2011-2012 Board Approved budget as the Preliminary Budget for Fiscal Year 2012-2013 and approve the fixed assets as recommended by staff (*4/5's vote required*).

SUMMARY DISCUSSION:

Preliminary Budget

A budget must be adopted for continuation of County operations into Fiscal Year 2012-2013. Therefore, it is the recommendation of the County Administrator that your Board adopt the Fiscal Year 2011-2012 Board Approved County Budget as the Preliminary Budget (spending plan) for Fiscal Year 2012-2013 until your Board takes action to approve a Final Board Approved County Budget for Fiscal Year 2012-2013, which is expected to occur in late September.

The Fiscal Year 2012-2013 Preliminary Budget, which includes all Funds within your Board's purview, contains \$73,798,102 in expenditures and \$71,901,806 in revenues. Of these totals, the General Fund portions are \$45,369,322 and \$44,745,269, respectively.

Rollover List

Every year when approving the Preliminary Budget necessary to keep operations going until passage of the Final Budget, your Board authorizes a list of specific expenditures (that would not otherwise be included in the rollover budget) to be undertaken during the "dry period" that do not increase the size of the previous year's budget. This list traditionally includes all capital and road projects currently underway, necessary contracts, fixed assets, and any other necessary and justified expenditures.

As submitted, the Preliminary Budget includes the following fixed assets, capital projects that are ongoing, and new or increased consultant services:

Budget	Budget #	Obj. Code	Amount	Description
Computer Upgrade	011808	5232, 5700	\$152,029	Tech Refresh computers and Property Tax upgrade consultants
COPS Technology Grant	623610	5232	\$51,895	Continuation of EOC improvement projects
Dehy Park Grant Projects	670105	5700	\$68,838	To encumber contracts
Disaster Services	023700	5650	\$12,312	Remainder of NOAA weather repeater grant
Eastern Sierra Airport Improvement	630303	5700	\$111,914	Electrical Upgrade Project
Economic Development	010202	5265	\$38,000	For new SNC-grant to fund LORP RUP Phase II
Elections	011000	5311	\$13,000	Software License Maintenance and Support
Grants in Support	011402	5516-5533	\$57,500	Placeholder funding to create ability for County to consider partial Grants In Support awards during dry period
Independence Airport Improvement	150402	4498-4824, 5311, 5124	\$35,000	Segmented Circle Project
Lone Pine Airport Improvement	150502	4499-4824, 5265-5700	\$187,478	Runway Reconstruction Project
Motorpool Operating/Replacement	200100/ 200200	4998/ 5655	\$295,000	To purchase FY 2012-13 vehicles
Natural Resource Development	010204	5265	\$50,000	Placeholder funding in case HHSEGS-related consulting contracts need to be increased during dry period to respond to CEC permitting process deadlines and issues that may arise
Owens Valley Mosquito Program	154101	5232, 5650	\$10,300	Equipment purchase (reimbursed expenses)
Parks and Recreation	076998	5232	\$10,000	Purchase picnic tables (funding from grant)
Public Works	011500	5265	\$64,045	New Consultant contracts
Public Works-Deferred Maintenance	011501	5700	\$11,150	Fund Balance available for emergency purposes
RAN	056610	5171	\$15,843	Maintenance Agreement for Fingerprint Machines
Road	034600	4821	\$1,400,000	To Recognize Prop 1B funding
Roads-State Funded	034601	4496, 5121, 5707-5737	\$4,616,017	Continuation of Road projects funded by Prop 1B
Sheriff – General	022700	5232	\$9,046	Purchase equipment (COPS reimbursement)
Solid Waste	045700	4499, 4599, 5650	\$169,424	Purchase 1 Roll Off Container (funding from grant), 2 Water Trucks (funding from grant) and Diesel Emission Filter
Water Department	024102	5232, 5640	\$36,350	To purchase replacement windows for Water Department Facility and replace failing equipment
Wildlife Conservation Grant	621700	4498-5650	\$285,000	New funding cycle (funding from grant)

This year's Preliminary Budget resists inclusion of department requests for certain appropriations associated with projects and purchases which would typically (and appropriately) not be considered for funding until the regular Budget Hearings. This pertains to department requests for dry period funding for discretionary purchases and projects, some of which have been long in the pipeline, that would need to be funded with categorical monies or Operating Transfers. If these projects and purchases were approved in the Preliminary Budget, they would essentially pre-empt your Board's further consideration and budget flexibility during the Budget Hearing or approval of the Final County Budget. This is particularly important in situations when the project or purchase would need to be funded with an Operating Transfer (e.g., General Fund, Geothermal Royalties, etc.) that could be used for other budget needs once those needs were fully identified through the full budget process.

ALTERNATIVES

Your Board could decline to adopt the Preliminary Budget as presented, however, this is not recommended because a spending plan needs to be in place for continuation of operations prior to adoption of a final Board Approved budget for Fiscal Year 2012-2013. Your Board could also choose to adopt a Preliminary Budget that modifies the amounts presented here. This option is also not recommended because the Board must have a spending plan in place for FY 2012-2013, which commences on July 1, 2012, and because your Board should conduct budget hearings before higher spending levels are adopted for Fiscal Year 2012-2013. Alternately, your Board could otherwise modify or reduce the rollover list and consider the item(s) as part of Fiscal Year 2012-2013 Budget Hearings.

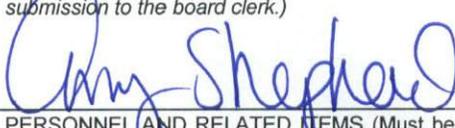
OTHER AGENCY INVOLVEMENT

As part of the 2012-2013 Budget Kickoff workshop on May 16, 2012, department's were asked to submit requests regarding any fixed asset expenditures, applicable contracts, Public Works and Road projects, and other necessary expenditures for which they anticipated needing funding during the dry period. All requests were due by June 1, 2012. The requests (as well as some non-requests) were reviewed by the County Administrator's Office and the Auditor-Controller's Office as part of the preparation of the Fiscal Year 2012-2013 Preliminary Budget.

FINANCING

The Preliminary Budget totals approximately \$73,798,102 in expenditures and \$71,901,806 in revenues, which includes \$45,369,322 in expenditures and \$44,745,269 in revenues for the General Fund.

APPROVALS

COUNTY COUNSEL: <i>N/A</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <i>yes</i> Date <i>6/14/12</i>
PERSONNEL DIRECTOR: <i>N/A</i>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: *06-14-2012*
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
22

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

FROM: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 19, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request Board approve the minutes of the Board of Supervisors Meeting of June 5, 2012.

SUMMARY DISCUSSION: - 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 web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: George L. Milovich, Agricultural Commissioner

FOR THE BOARD MEETING OF: June 19, 2012

SUBJECT: Public Hearings to Consider the Ordering of Services and Levy of the Assessments for Fiscal Year 2012/2013 for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment" and Adoption of a Resolution Titled "A Resolution Of The Board Of Supervisors Of The County Of Inyo Administering The Owens Valley Mosquito Abatement Program Approving The Engineer's Reports, Confirming The Assessment Diagram And Assessment And Ordering The Levy Of Assessments For Fiscal Year 2012-2013 For The Owens Valley Mosquito Abatement Program Assessment (Assessment No.1) And For The Mosquito Control And Disease Prevention Assessment (Assessment No.2).

DEPARTMENTAL RECOMMENDATION:

That your Board hold a public hearing for the proposed continuation of the assessments for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment" in order to receive any public input on the proposed continuation of the assessments, the proposed assessment budget for Fiscal Year 2012/2013 and the services and programs, the assessments fund, and any other issues related to the assessments.

After the close of the public hearing to consider the ordering of services, and the levy of the assessments for Fiscal Year 2012/2013, it is recommended that your Board adopt a Resolution, approving the Engineer's Report, confirming the diagram and assessments for Fiscal Year 2012/2013 for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment".

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

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, and 53753, 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 Fiscal Year 2012/2013 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" includes 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 actual change in the CPI for December 2011 was 2.17 %.

There is a carry over of cumulative un-used CPI increase of 0.69%. Therefore, the change in the assessment rate for Fiscal Year 2012/2013 is 2.86% ; the assessment rate for Fiscal Year 2012/2013 is \$22.42 per single-family equivalent benefit unit with estimated total annual assessment revenues of \$191,635.00

The assessment rate for Fiscal Year 2012/2013 for "The Owens Valley Mosquito Abatement Program Assessment" is \$20.80 per benefit unit with estimated total annual assessment revenues of \$205,844.00

This public hearing was noticed by publication in the Inyo Register on June 5, 2012.

It is recommended that your Board hold a public hearing on the proposed continuation of the assessments. After due consideration of any public comments regarding the proposed continuation of the assessments and the services funded by the assessments, it is recommended that your Board approve a Resolution to continue the assessments for Fiscal Year 2012/2013 and to direct additional actions related to the continuance of the assessments.

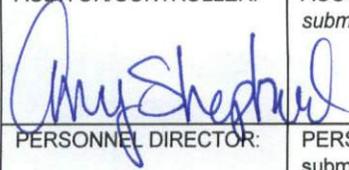
ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

FINANCING:

This revenue will be included in the FY 2012/2013 Budget for Owens Valley Mosquito Abatement Program Budget Unit 154101, Revenue Object Code 4727 Abatement Fees.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/30/2012</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/6/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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

Date: _____

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISOR OF THE
OWENS VALLEY MOSQUITO ABATEMENT PROGRAM
APPROVING THE ENGINEER'S REPORTS, CONFIRMING THE ASSESSMENT DIAGRAM AND
ASSESEMENT AND ORDERING THE LEVY OF ASSESSMENTS
FOR FISCAL YEAR 2012-13 FOR THE OWENS VALLEY MOSQUITO ABATEMENT PROGRAM
(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 71.4% 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

WHEREAS a notice of a public hearing was published in the Inyo County Register and at the appointed time and place of June 19, 2012 at the hour of 11:30 a.m. in the Inyo County Board of Supervisors Meeting Chambers located at 224 North Edwards Street, Independence, CA 93526, the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the levy were fully heard and considered by this Board, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Board thereby acquired jurisdiction to order the continuation of the assessments prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

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 XIII D 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 2012-2013 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 2012-2013 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 within 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 District 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 within the Program Boundaries from the mosquito control and disease prevention services to be financed with assessment proceeds.

SECTION 8. That assessment for Fiscal Year 2012-2013 for Assessment No. 1 shall be levied 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 \$205,884.

SECTION 9. That the assessments for Assessment No. 2 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 annual CPI change for the Los Angeles Area from December 2010 to December 2011 was 2.17%, and the unused CPI carried forward from previous fiscal years is 0.69%. Therefore, the maximum authorized assessment rate for fiscal year 2012-13 is 2.86% per single family equivalent benefit unit. The proposed assessment rate for Fiscal Year 2012-2013 is \$22.42 per single-family equivalent benefit unit which is the maximum authorized rate for Fiscal Year 2012-2013.

SECTION 10. That assessment for Fiscal Year 2012-2013 for Assessment No. 2 shall be continued at the assessment rate of TWENTY TWO DOLLARS AND FORTY TWO CENTS (\$22.42) per single-family equivalent benefit unit. The estimated total annual assessment revenue for Fiscal Year 2012-2013 is \$191,635.

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 June 19, 2012, at Board of Supervisors' Room, Inyo County Administrative Center at 224 North Edwards Street, Independence, CA.

AYES:

NOES:

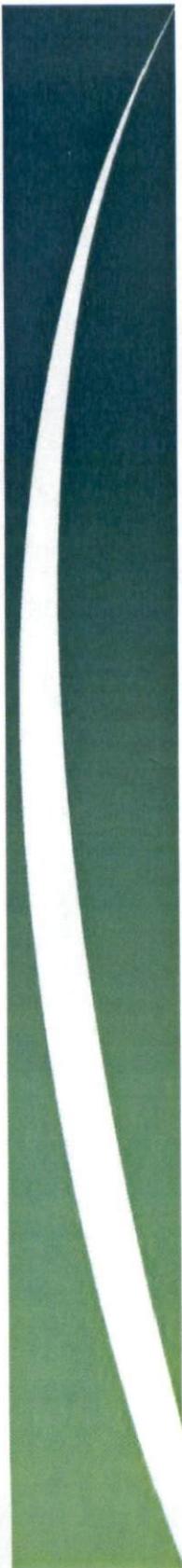
ABSTAINED:

ABSENT:

Marty Fortney, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley, Assistant Clerk of the Board



OWENS VALLEY MOSQUITO

ABATEMENT PROGRAM

COUNTY OF INYO

**OWENS VALLEY MOSQUITO ABATEMENT PROGRAM
ASSESSMENT**

ENGINEER'S REPORT

FISCAL YEAR 2012-13

MAY 2012

PURSUANT TO THE GOVERNMENT CODE, HEALTH AND SAFETY CODE AND
ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:

SCIConsultingGroup

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FAIRFIELD, CALIFORNIA 94534

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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:

- Early detection of public health threats through comprehensive vector surveillance.
- Protection of public health by reducing mosquitoes that can transmit diseases to humans.
- 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 2012-13, 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 XIII C and XIII D 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

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."

- 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.

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.

This Engineer's Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article XIIC 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 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.

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")

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 2012-13 is generally as follows:

Figure 1
SUMMARY COST ESTIMATE
FISCAL YEAR 2012-13

Mosquito Control Services	\$	635,867
Fixed Asset & Capital Equipment		15,921
Incidentals & Reserves		76,500
Total Budget		728,288
Less:		
District Contribution & Current Rev.		(522,404)
Net Amount To Assessments	\$	205,884

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 2012-13. 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 2012-13 for each parcel or lot of land within the Owens Valley Mosquito Abatement Program.

Dated: May _____, 2012

Engineer of Work

By _____
John W. Bliss, License No. C052091

ESTIMATE OF COST

FIGURE 2
COST ESTIMATE

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM			
Owens Valley Mosquito Abatement Program Assessment			
Estimate of Cost			
Fiscal Year 2011-12			
			Total Budget
Mosquito Control Services and Related Expenditures:			
Mosquito Control Operations		\$	331,433
Materials, Supplies, Equipment and Administration			304,434
Emergency Services/Contingency Funds			-
Facilities, Capital Equipment and Fixed Assets			15,921
Total Services and Operation			651,788
Less:			
Contribution from Other Sources			(522,404)
Net Cost of Mosquito Control, Fixed Asset Equipment, Operation			129,384
Incidental Costs:			
County Collection, Levy Administration, and Other Incidentals			46,500
Contribution to Reserves and Emergency/Contingency Funds			30,000
Total Mosquito Control Services and Incidentals		\$	205,884
(Net Amount to be Assessed)			
Budget Allocation to Property:			
Zone of Benefit	Total SFE Units	Assessment per SFE	Total Assessment
Zone A	9,697	\$ 20.80	\$ 201,698
Zone B	805	\$ 5.20	\$ 4,186
			\$ 205,884

Notes:

- 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 \$ 728,288 the District must contribute at least \$ 36,414 from sources other than the assessments. The District will contribute over \$ 522,404 , which is well over the estimated general benefits.

2. Incidental Costs includes allowance for uncollectible assessments from assessments on public agency parcels, 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 XIII D 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 XIII D 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

² Howard Jarvis Taxpayers Association, "Statement of Drafter's Intent", January 1997.

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 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.

³ Senate Bill 1588, Mosquito Abatement and Vector Control District Law, Legislative bill analysis

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.

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:

*"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"

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.

⁵ Assembly Concurrent Resolution 52, chaptered April 1, 2003

*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 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.”¹

Also, the Legislature, in Health and Safety Code Section 2001, finds that:

⁶ Riesen William K. (2008). Delinquent Mortgages, Neglected Swimming Pools, and West Nile Virus, California. Emerging Infectious Diseases. Vol. 14(11).

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.

"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.

"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.

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.

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.

- **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

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)

*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 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

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

*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 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.

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/cnabs/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.

¹⁵ Sources of mosquitoes on residential, business, agricultural, range and other types of properties include removable sources such as containers that hold standing water.

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.

In other words:

$$\text{Total Benefit} = \text{Total General Benefit} + \text{Total Special Benefit}$$

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.

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 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

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 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.

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. XIII D, 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

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.

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 %

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 \$ 651,788. Of this total budget amount, the OVMAP will contribute approximately 82% (\$536,653) 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 3

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.

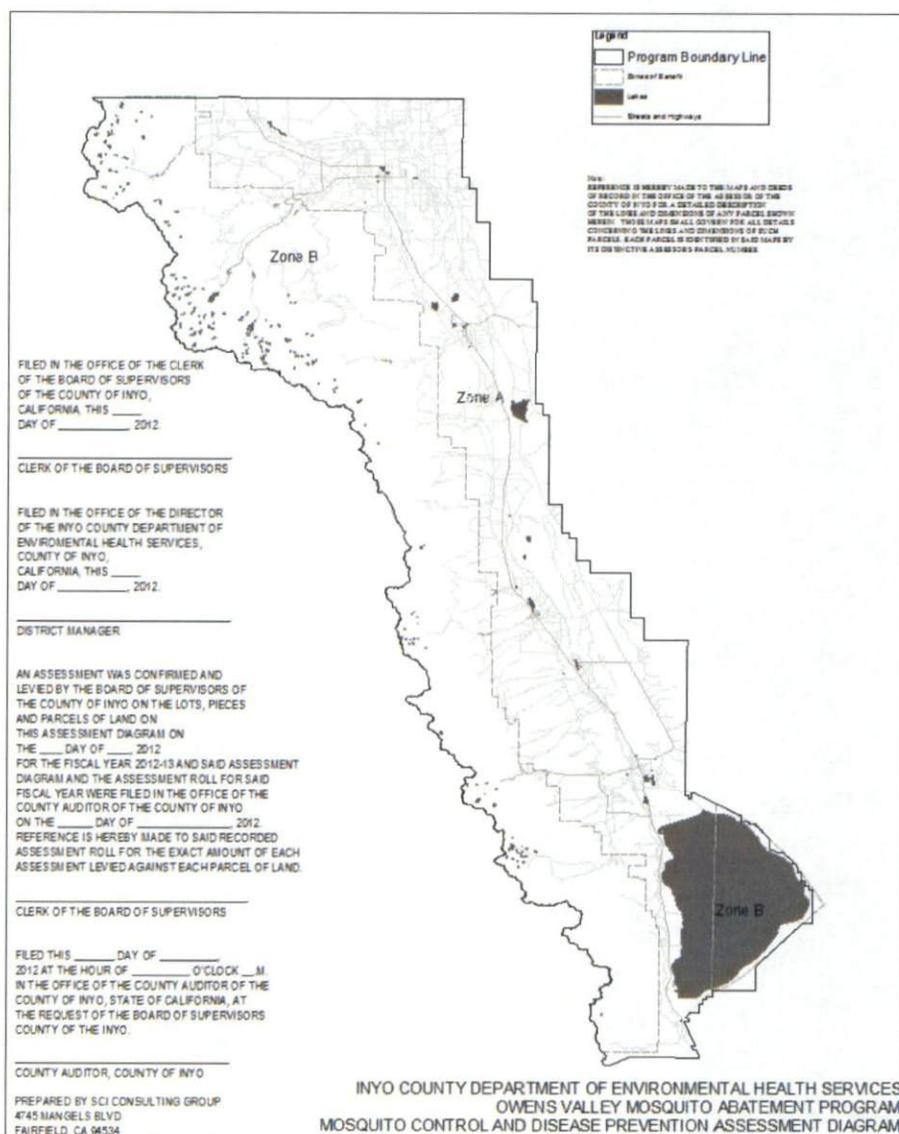
APPEALS AND INTERPRETATION

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 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 2012-13

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 2012-13

MAY 2012

PURSUANT TO THE GOVERNMENT CODE, HEALTH AND SAFETY CODE AND
ARTICLE XIII D 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, 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:

- Early detection of public health threats through comprehensive vector surveillance.
- Protection of public health by reducing mosquitoes that can transmit diseases to humans.
- 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 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 2012-13, 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 XIII C and XIII D 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 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. 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.

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."

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.

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 its jurisdictional area through the abatement of vertebrate and 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 3 fulltime employees including a Manager, two Field Technicians. Seasonal employees are 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 carbon dioxide baited traps, and Reiter Gravid 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.
- Deployment of sentinel chicken flocks, virus tested mosquito pools and blood analytical studies for State and local public health agencies.
- 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 West Nile 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.

1. 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

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.

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 quinquefasciatus*
- *Culex erythrothorax*

- *Ochlerotatus dorsalis*
- *Ochlerotatus melanimon*
- *Ochlerotatus nigromaculis*
- *Ochlerotatus increpitus*
- *Ochlerotatus sierrensis*

- *Anopheles franciscanus*
- *Anopheles freeborni*
- *Anedes vexans*

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. 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. Untreated, it emerges in huge numbers in the spring (up to three billion mosquitoes per acre), moves up to 20 miles inland, and bites day and night. During the summer, *Aedes dorsalis* behaves similarly.

Surveillance: The Program has an annual program of quantitative surveillance of *Ochlerotatus 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. *Ochlerotatus 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: *Ochlerotatus 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.

3. 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 sentinel chickens, adult mosquitoes, and potentially wild birds. Coops with sentinel chickens are maintained on the property of willing landowners. The OVMAP employs standard practices of good animal husbandry to ensure the health and well-being of the sentinel animals. 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 in the form of dry ice.

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.

4. 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.

5. 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.

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 2012-13 is generally as follows:

**FIGURE 1
SUMMARY COST ESTIMATE
FISCAL YEAR 2012-13 BUDGET**

Mosquito Control Services	\$	331,433
Fixed Asset & Capital Equipment		320,355
Incidentals & Reserves		76,500
Total Budget		<u>728,288</u>
Less:		
District Contribution & Current Rev.		<u>(536,653)</u>
Net Amount To Assessments	\$	<u>191,635</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 2010 to December 2011 was 2.17% and the Unused CPI carried forward from the previous fiscal year is 0.69%. Therefore, the maximum authorized assessment rate for fiscal year 2012-13 can be increased by 2.86% which equates to \$22.42 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2012-13 at the rate of \$22.42 for Zone A and \$5.61 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 2012-13. 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 2012-13 for each parcel or lot of land within the Mosquito Control and Disease Prevention Assessment District.

Dated: May , 2012

Engineer of Work

By _____
John W. Bliss, License No. C052091

ESTIMATE OF COST

Figure 2
OWENS VALLEY MOSQUITO ABATEMENT PROGRAM
MOSQUITO CONTROL AND DISEASE PREVENTION ASSESSMENT
ESTIMATE OF COST
FISCAL YEAR 2012-13

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM			
Mosquito Control and Disease Prevention Assessment			
Estimate of Cost			
Fiscal Year 2012-13			
			Total Budget
Mosquito Control Services and Related Expenditures:			
Mosquito Control Operations		\$	331,433
Materials, Supplies, Equipment and Administration			304,434
Emergency Services/Contingency Funds			-
Facilities, Capital Equipment and Fixed Assets			15,921
Total Services and Operation			651,788
Less:			
Contribution from Other Sources			(536,653)
Net Cost of Mosquito Control, Fixed Asset Equipment, Operation			115,135
Incidental Costs:			
County Collection, Levy Administration, and Other Incidentals ¹			46,500
Contribution to Reserves and Emergency/Contingency Funds			30,000
Total Mosquito Control Services and Incidentals		\$	191,635
(Net Amount to be Assessed)			
Budget Allocation to Property:			
Zone of Benefit	Total SFE Units	Assessment per SFE	Total Assessment
Zone A	8,372	\$22.42	\$ 187,700
Zone B	702	\$ 5.61	\$ 3,935
			\$ 191,635

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 \$728,288 the District must contribute at least \$ 36,414 from sources other than the assessments. The District will contribute over \$ 536,653 , which is well over the estimated general benefits.
2. Incidental Costs includes allowance for uncollectible assessments from assessments on public agency parcels, 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

³ Howard Jarvis Taxpayers Association, "Statement of Drafter's Intent", January 1997.

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 XIIIID 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 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.

⁴ Senate Bill 1588, Mosquito Abatement and Vector Control District Law, Legislative bill analysis

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.

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:

*"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:

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.

⁶ Assembly Concurrent Resolution 52, chaptered April 1, 2003

*"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 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

⁷ Riesen William K. (2008). Delinquent Mortgages, Neglected Swimming Pools, and West Nile Virus, California. Emerging Infectious Diseases. Vol. 14(11).

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.

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.

"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:

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.

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.

- **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:

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)

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

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.

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

*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 mosquitoes*¹⁵

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 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

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/cnahs/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.

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 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

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.

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.

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.

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.

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 \$651,788. Of this total budget amount, the OVMAP will contribute approximately 17% (\$109,836) 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 Equivalent (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 calculation of the special benefit apportionment and relative benefit to properties in the Assessment District from the Services is summarized in the following equation:

$$\text{Special Benefit (per property)} = \frac{\sum (\text{Special Benefits})}{\sum (\text{Property Specific attributes such as use, property type, size, as well as vector-specific attributes such as destination potential and population potential})}$$

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 3
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 4

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 XIIID 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.

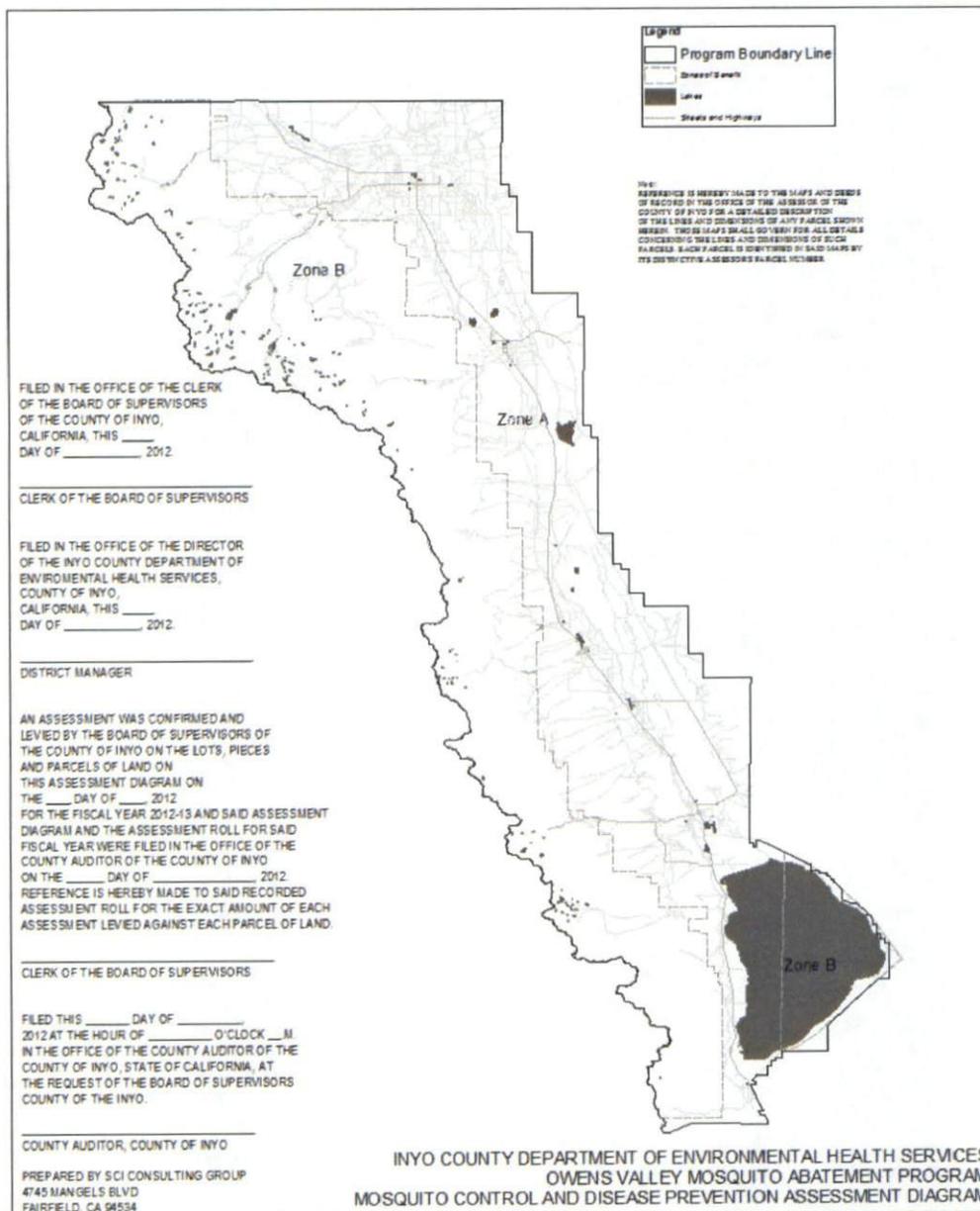
Church parcels, institutional properties, and property used for educational purposes typically generate employees on a less consistent basis than other non-residential parcels. Therefore, these parcels are determined to, on average, receive similar benefits as a single family home. Therefore such parcels 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 DIAGRAM

The boundaries of the Owens Valley Mosquito Abatement Program area are displayed on the following Assessment Diagram.



APPENDICES

ASSESSMENT ROLL, FY 2012-13

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

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- 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.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 26-27-28
 29-30-31
 32

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

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: June 19, 2012

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(c)]. - Decision Whether to Initiate Litigation (one case).

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: Labor Relations Administrator, Sue Dishion, Information Services Director, Brandon Shults, and Planning Director Josh Hart.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion

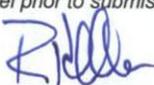
CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director Child Support Services Susanne Rizo, and Chief Probation Officer Jeff Thomson.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date <u>6-13-12</u>
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DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

 Date: 6-13-12