

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.

July 15, 2014

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

CLOSED SESSION

2. **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 - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
3. **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: County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
4. **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 - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
5. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Peace Officers Association (ICPPOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
6. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
7. **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: - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

OPEN SESSION

9:00 a.m. PLEDGE OF ALLEGIANCE

- 8. REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
- 9. PUBLIC COMMENT**

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

- 10. *Inyo Recycling and Integrated Waste Management* - Request approval of a blanket purchase order to Cal Fire for landfill maintenance services in the amount of \$5,500, contingent upon the Board's adoption of a FY 2014-15 budget.**
- 11. *Inyo Recycling and Integrated Waste Management* – Request approval of Amendment No. 6 to the Contract between the County of Inyo and Geo-Logic Associates, Inc., (formerly Vector Engineering) for solid waste technical services, amending the scope of work and increasing the amount of the Contract by \$457,107.50 for a total amount of \$1,779,569.50 for the five year Contract, contingent upon the Board's adoption of a FY 2014-15 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.**
- 12. *Advertising County Resources* - Request approval of final payments for 2013-14 Community Project Sponsorship Grant Projects as follows: A) to the Lone Pine Chamber of Commerce - \$4,000 for the Images of Inyo County Photo Contest, \$3,000 for the Sierra Roots Music Festival, and \$4,250 for the 2014 Inyo County Visitors Guide; B) \$2,000 to the Inyo Council for the Arts for the Millpond Music Festival; and C) to the Bishop Museum and Historical Society – Laws Museum - \$1,150 for the 2014 Laws Benefit Concert, and \$600 for the 2014 Good Ole Days Celebration.**

AUDITOR-CONTROLLER

- 13. Request Board declare MGT of America, Inc., a sole-source provider for cost claims services and approve the Contract between the County of Inyo and MGT of America, Inc., for the preparation of the FY 2014-2015 SB90 State Mandated Costs Claims, in an amount not to exceed \$16,510, contingent upon the Board adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.**

HEALTH AND HUMAN SERVICES

- 14. Request approval of the title change of the existing Psychiatric Nurse I and II to Behavioral Health Registered Nurse I and II and approve the job description for the Behavioral Health Registered Nurse I at Range 78 (\$5,907 - \$6,195) and II at Range 80 (\$5,343 - \$6,498).**

PUBLIC WORKS

- 15. Request approval of Amendment No. 1 to the Contract between the County of Inyo and PMC for the completion of a Triennial Performance Audit of the Eastern Sierra Transit Authority, extending the term of the Contract three months to October 31, 2014, contingent upon the Board's adoption of a FY 2014-15 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.**

SHERIFF'S DEPARTMENT

- 16. Request Board declare Sun Ridge Systems, Inc., as a sole source provider of RIMS support services and approve the purchase of RIMS annual support services for the period of July 1, 2014 through June 30, 2015, in the amount of \$22,532, contingent upon the Board's adoption of a FY 2014-15 budget; authorize payment.**

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

17. **COUNTY ADMINISTRATOR – PUBLIC WORKS** – Request Board A) approve the Inyo County Animal Shelter Donation and Acceptance Agreement between the County of Inyo and Inyo County Animal Resources and Education (ICARE) establishing conditions for ICARE's donation of \$416,000 toward the construction of the Inyo County Animal Shelter Project, and authorize the Chairperson to sign; and B) accept the presentation of the donation from ICARE.
18. **COUNTY ADMINISTRATOR** – Request Board consider and provide direction to staff regarding the issuance of a proposed Request for Proposals (RFP) to operate the Tecopa Hot Springs Campground and Pools.
19. **COUNTY ADMINISTRATOR – Inyo Recycling and Integrated Waste Management** – Request Board consider and provide direction to staff regarding a request by the Friends of the Mount Whitney Fish Hatchery to waive the gate and disposal fees for green waste disposal at the Independence Landfill once per month for green waste clean-up at the Mount Whitney Fish Hatchery.
20. **PUBLIC WORKS – Bishop Airport** – Request Board receive a report on the Bishop Airport Layout Plan and Narrative Update.
21. **PUBLIC WORKS** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Engineering Assistant position comes from the Road budgets, as certified by the Public Works Director, and concurred with by the County Administrator and the Auditor-Controller; B) whereas the County has recruited and has an existing eligibility list for this position, it is recommended that the position be filled from the existing list; and C) authorize the hiring of one Engineering Assistant I at Range 71 (\$4,319 - \$5,250).
22. **PUBLIC WORKS** – Request Board ratify the expenditure of money in excess of the amount approved for vehicle and equipment repair parts and tires in the 2013-14 Road Budget on blanket purchase Order P41252 and under the Purchasing Policy authority as follows: Steve's Auto for \$3,000 more to an amount not to exceed \$20,000 and Silver State International for \$7,000 more to an amount not to exceed \$10,000.
23. **PUBLIC WORKS** – Request approval of the lease between the County of Inyo and Wilder-Barton, Inc. for office space at the Lone Pine Airport, for a one year period, as compensation for the leased space Wilder-Barton will provide an office and pilots lounge 8 hours per day, 5 days per week, providing assistance and fueling during office hours and providing on-call fueling services.
24. **PLANNING AND PUBLIC WORKS** – Request Board A) change the authorized strength in the Planning Department by deleting one full-time Planning Coordinator position at Range 66; B) change the authorized strength in the Public Works Department by deleting one full time Engineering Technician position at Range 66; C) create a new position of Project Coordinator at Range 66 (\$3,909 - \$4,758) and approve the job description; D) increase the authorized strength in the Planning Department and Public Works Department by adding one Project Coordinator position at Range 66 at 0.5 FTE in each department; and E) find that consistent with the adopted Authorized Position Review Policy: (1) the availability of funding for the shared Project Coordinator position comes from the General Fund as certified by the Planning Director and the Public Works Director, and concurred with by the County Administrator and the Auditor-Controller; (2) where internal candidates meet the requirements of the position an internal recruitment could be conducted, but due to the nature of the position, an open recruitment would be more appropriate to ensure qualified applicants apply and (3) approve the hiring of one Project Coordinator, at Range 66 (\$3,909 – \$4,758).
25. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a HHS Specialist exists in the Mental Health and Social Services budgets, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate; and C) approve the hiring of one full-time HHS Specialist IV at Range 60 (\$3,336 - \$4,052).

26. **HEALTH AND HUMAN SERVICES – Social Services** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Integrated Case Worker position exists, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller; B) approve the hiring of an internal candidate to fill an Integrated Case Worker II position at Range 64 (\$3,662 - \$4,450) from an existing list which will result in an Integrated Case Worker vacancy; and C) authorize the filling of the resulting vacancy at either an Integrated Case Worker I at Range 60 (\$3,403 – \$4,133) or II at Range 64 (\$3,662 - \$4,450) level depending upon qualification, with an external candidate from an existing list.
27. **PROBATION** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Group Counselor position exists, as certified by the Chief Probation Officer and concurred with by the County Administrator and the Auditor-Controller; B) the position will be filled through a closed departmental internal recruitment; and C) authorize the hiring of one full-time Group Counselor I at Range 62 (\$3,426 – \$4,166).
28. **COUNTY ADMINISTRATOR – Personnel** – Request Board consider approving the County of Inyo Voluntary Separation Incentive Plan as presented, including the Waiver and Release Form, and the Resignation Letter – County of Inyo Voluntary Separation Incentive Program.
29. **COUNTY ADMINISTRATOR – Risk Management** – Request Board ratify and approve the Agreement between the County of Inyo and John D. Kirby, A.P.C., for the provision of litigation services for the period of July 1, 2014 through June 30, 2015, at the rate of \$220 per hour, with a Contract limit of \$175,000, contingent upon the Board’s adoption of a FY 2014-15 budget; and authorize the Chairperson to sign. *(4/5’s vote required.)*
30. **COUNTY ADMINISTRATOR – Personnel** - Request Board ratify and approve the Agreement between the County of Inyo and Atkinson, Andelson, Loya, Ruud & Romo, for the provision of legal services in the area of general labor and employment advice and representation for the period of July 1, 2014 through June 30, 2015, at the hourly rates varying from \$115 to \$265 per hour, with travel time billed at \$125 per hour, with a Contract limit of \$150,000, contingent upon the Board’s adoption of a FY 2014-15 budget; and authorize the Chairperson to sign. *(4/5’s vote required.)*
31. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32, as recommended by the County Administrator.
32. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.
33. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.
34. **COUNTY ADMINISTRATOR - Emergency Services** – Request Board continue the local emergency, known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.

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

- 10:30 a.m. 35. **COUNTY ADMINISTRATOR** – Request Board conduct a workshop with County department heads responsible for managing General Fund budgets to identify where the department head intends to make reductions to their respective budgets to implement reduction scenarios that may be necessary to achieve a balanced Fiscal Year 2014-15 County Budget.
- 11:30 a.m. 36. **AGRICULTURAL COMMISSIONER** – 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 2014/2015, 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 2014-2015 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 2014-2015 for both programs.

- 1:30 p.m.** 37. **PLANNING** – Request Board receive a presentation regarding the West-wide Energy Corridor Programmatic Environmental Impact Statement.
38. **PLANNING** – Request Board receive an update regarding the County's application for a Renewable Energy Planning Grant Phase IIB and engage in a discussion about refining the grant scope prior to signing the Grant Award Agreement.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

39. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
40. **PUBLIC COMMENT**

CORRESPONDENCE - INFORMATIONAL



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: Solid Waste

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Authorization to issue blanket purchase order to the California Department of Forestry & Fire (Cal Fire) for Landfill Maintenance.

DEPARTMENTAL RECOMMENDATION:

Authorize the issuance of blanket purchase order to Cal Fire in the amount of \$5,500 from the Solid Waste Budget 045700, Object Code 5265 contingent upon the adoption of the 2014/15 budget.

SUMMARY DISCUSSION:

Inyo County Integrated Waste Management (Waste Management) requests authorization to open blanket purchase orders for those vendors that typically are used repetitively for similar services. The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases, in accordance with the County Purchasing Policy.

ALTERNATIVES:

Your Board could choose not to authorize the issuance of a blanket purchase order or modify the amount. In the event that blanket purchase order is not issued, the procedure of preparing purchase orders for the individual purchase would be used.

OTHER AGENCY INVOLVEMENT: Auditor/Controller

FINANCING: Included in the Solid Waste budget for the 2014/2015 fiscal year budget, Budget 045700, Object Code 5265.

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.) Margarita Kemp Williams Approved: <input checked="" type="checkbox"/> Date 07/02/14
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) C. R. Approved: <u>yes</u> Date 7/5/2014
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: Pan Fleming Date: 7/10/14
(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 11

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

FROM: Integrated Waste Management Program (IWM)
FOR THE BOARD MEETING OF: July 15, 2014
SUBJECT: Approval of Amendment No. 6 to the Geo-Logic Associates, Inc. Technical Services Contract

DEPARTMENTAL RECOMMENDATION:

Request that your Board: 1.) Approve Amendment No. 6 to the contract between the County of Inyo and Geo-Logic Associates, Inc. (formerly Vector Engineering, Inc.) for Solid Waste Technical Services, increasing the contract by \$457,107.50 for a total of \$1,779,569.50; and, 2.) Authorize the Chairperson to sign Amendment No. 6 subject to and contingent upon obtaining all appropriate signatures and upon the adoption of the 2014/2015 fiscal year budget and future County budgets.

SUMMARY DISCUSSION:

With adoption of the new FY 2014/2015 County budget, the Inyo Recycling and Integrated Waste Management Program will be entering year five (5) of a five (5) year Professional Services Contract with Geo-Logic Associates, Inc., located in Grass Valley, CA. This Contract has benefitted the County by successfully addressing state and federal mandated Solid Waste regulatory compliance issues currently impacting all landfill operators throughout California. This professional services contract also contains sub-consultant services performed by a local engineering firm, Team Engineering.

The attachment found in the Amendment No. 5 "Attachment B-5 – Schedule of Fees and Cost Estimation Summary" lists the consultant's proposed compliance task scope of work for upcoming fiscal year 2014/2015. The contract scope of work and the contract tasks and associated contract costs are developed and negotiated annually. It should be noted that there are deadlines for certain regulatory agency tasks which must be completed in July and August of 2014.

The 2014/2015 contract costs have increased by \$116,752.21 over the 2013/2014 contract amount due to new regulations that require each landfill to have a Storm-Water Pollution Prevention Plan that must be completed before the end of the 2014/2015 fiscal year as well as a mandatory five year contaminant of concern laboratory analysis of ground water from each of the Inyo County landfills.

It should be noted that this contract does include carry-over items that were not completed during the last fiscal year. There was approximately \$140,000 not expended in 2013/2014 for which we anticipate those tasks being completed within the scope of this budget amendment.

ALTERNATIVES:

Your Board could choose not to approve the requested contract amendment; however, the recommendation by staff is to approve Amendment No. 6 in order to ensure solid waste regulatory compliance.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditors

FINANCING:

There is sufficient funding in the FY 2014-2015 Preliminary Solid Waste Budget (045700) Professional Service object code 5265 for this amendment.

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>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>07/09/14</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>7/10/14</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 _____

REQUESTED BY: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: 7/10/14
(Not to be signed until all approvals are received)

AMENDMENT NUMBER 6 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Geo-Logic Associates, Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Geo-Logic Associates, Inc. _____ of Grass Valley, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 2010 _____, on County of Inyo Standard Contract No. 118, for the term from July 1, 2010 to June 30, 2015.

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:

The first line of Section 3(d) (Limit upon amount payable under Agreement) is amended as follows: The total sum of all payments made by the County to Contractor for services and work performed under this agreement, including travel and per diem expenses, if any, shall not exceed \$1,779,569.50 (hereinafter referred to as "contract limit").

The Scope of work is amended by the addition of Attachment A-5.

The Schedule of Fees and Cost Estimation Summary is amended by the addition of Attachment B-5.

The Schedule of Travel and Per Diem Payment is amended by the addition of Attachment C-5.

The effective date of this Amendment to the Agreement is July 1, 2014.

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

AMENDMENT NUMBER 6 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GEO-LOGIC ASSOCIATES, INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

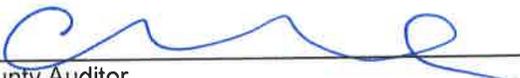
Type or Print

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 RISK ASSESSMENT:

County Risk Manager



June 18, 2014

Scott Eagan – Integrated Waste Management Program Superintendent
County of Inyo – Integrated Waste Management
163 May Street
Bishop, CA 93514

Re: Scope of Work and Cost Estimate – Inyo County Solid Waste Engineering Services – Contract Year 2014-2015

Dear Scott,

Geo-Logic Associates (GLA), along with our Project Team members of TEAM Engineering and Management, Inc. (TEAM), and GC Environmental, Inc. (GCE) are pleased to present you with the enclosed scope of work and cost estimate to provide solid waste engineering services for the County of Inyo during the 2014 through 2015 contract year. The scope and cost estimates have been revised and finalized based on our conference calls and email discussions over the past couple of weeks.

We look forward to another year working with you and your staff. Please call me at (530) 272-2448 at your convenience, if you have any questions with the enclosed scope of work and cost estimate.

Yours Sincerely,

A handwritten signature in blue ink, appearing to read "Noah Campbell".

Noah Campbell
Senior Project Manager

A handwritten signature in blue ink, appearing to read "Scott Purdy".

Scott Purdy
Operations Manager – Grass Valley

Enclosures – Attachment A: Scope of Work and Task Description
Attachment B: Schedule of Fees and Cost Estimation Summary
Attachment C: Schedule of Travel and Per Diem
Attachment D: Form W-9

ATTACHMENT A

SCOPE OF WORK AND TASK DESCRIPTION

ATTACHMENT A

SCOPE OF WORK AND TASK DESCRIPTIONS

Inyo County Solid Waste Engineering Services - Contract Year 2014-2015

June 17, 2014

The following Scope of Work contains detailed descriptions, by task, of the work to be accomplished by Geo-Logic Associates, TEAM Engineering & Management, Inc., and GC Environmental (Project Team) during the Contract Year July 1, 2014 – June 30, 2015. The scope of work, as described herein, is comprised of the following 15 tasks:

1. Bishop Sunland Landfill - Permitting
2. Independence Landfill - Permitting
3. Lone Pine Landfill - Permitting
4. Shoshone Disposal Site - Permitting
5. Tecopa Disposal Site - Patenting and Permitting
6. Bishop-Sunland Landfill – Corrective Action Plan Implementation
7. Groundwater Monitoring and Reporting - All Landfill Sites
8. Landfill Gas Monitoring – All Active Landfill Sites
9. AB-32/Title 17 Greenhouse Emissions Annual Reporting
10. AB-939 Annual Reporting
11. Financial Assurance Annual Calculations
12. Contract Management and Project Statusing
13. Stormwater Pollution Prevention Plan Preparation
14. Document Preparation Due to RWQCB Request (Potential Items)
15. As-Needed Consulting Services

LIST OF ACRONYMS

Best Management Practices	BMPs
Bureau of Land Management	BLM
California Air Resources Board	CARB
California Department of Resources Recycling and Recovery	CalRecycle
California Integrated Waste Management Board	CIWMB

California Regional Water Quality Control Board – Lahontan Region	RWQCB
Constituents of Concern	COCs
Construction Quality Assurance	CQA
Corrective Action Plan	CAP
County of Inyo – Integrated Waste Management	County
County of Inyo – Environmental Health Services (Local Enforcement Agency)	LEA
Environmental Site Assessment	ESA
Final Closure and Post-Closure Maintenance Plan	FCPCMP
Great Basin Unified Air Pollution Control District	GBUAPCD
Heat Input Capacity Calculation	HICC
Household Hazardous Waste Element	HHWE
Industrial General Permit	IGP
Joint Technical Document	JTD
Landfill Gas	LFG
Los Angeles Department of Water and Power	LADWP
Monitoring and Reporting Plan	MRP
Non-Disposal Facility Element	NDFE
Permit to Operate	PTO
Photoionization Detector	PID
Preliminary Closure and Post-Closure Maintenance Plan	PCPCMP
Report of Disposal Information	RDSI
Report of Waste Discharge	ROWD
Stormwater Multiple Application and Report Tracking System	SMARTS
Solid Waste Facility Permit	SWFP
Source Reduction and Recycling Element	SRRE
Stormwater Pollution Prevention Plan	SWPPP
Volatile Organic Compound	VOC
Waste Discharge Requirements	WDRs

TASK 1

Bishop-Sunland Landfill – Permitting

As part of ongoing permitting for the Bishop-Sunland Landfill, a SWFP Revision application and Joint Technical Document (JTD) package, reflecting the April 3, 2012 LEA findings and incorporating updated CEQA and public comment documentation, was prepared and submitted to LADWP for landowner signature on October 20, 2012. Comments were received from LADWP on November 14, 2013 and were addressed in a letter from the County on December 27, 2013. A signed SWFP application was received from LADWP on January 31, 2014.

An updated permit revision package based on LADWP comments was submitted to the LEA on February 26, 2014. Upon the LEA's request, updated copies were sent to CalRecycle and the RWQCB on April 7, 2014. A public meeting was held on April 24, 2014 with no comments noted. In a letter dated May 29, 2014, the RWQCB provided additional review comments on the JTD. In addition, the LEA has requested the SWFP application and RDSI be modified to reflect operational schedule changes adopted by Inyo County.

Under this task item, the Project Team will continue to assist the County in obtaining a SWFP for the Bishop-Sunland Landfill site.

This task involves updating the SWFP revision application package based on any additional comments received from the LEA, CalRecycle and/or the RWQCB during their review. Initial comments from CalRecycle have been addressed during the 2013-2014 contract. Comments from the RWQCB were received on May 29 and it is assumed that the majority, if not all of these will be addressed as part of the 2013-2014 contract. It is assumed that any future comments will be fairly minor in nature as the information has not changed significantly since the SWFP review.

For the purpose of this scope of work and the associated fees, the following assumptions are made:

- No redesign of the landfill such as excavation plans, fill plans, or significant updates to the JTD/RDSI or PCPCMP documents will be required.
- Any additional comments from the LEA, CalRecycle, and the RWQCB, if any, will be minor in nature as the information is largely unchanged from the SWFP review and the responses provided to initial comments.
- An updated SWFP revision application package will be resubmitted based on comments received. Four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies with an additional electronic copy being submitted to LADWP for their records. It is assumed that revisions will be submitted as replacement pages/appendices and not as full document replacements.

- Once the SWFP application package components (RDSI/JTD and PCPCMP) are approved by all agencies, the documents will be finalized. Two (2) copies of the document will be delivered with the final submittal as it is assumed that the LEA, CalRecycle, and the RWQCB copies will be up to date (1- County and 1- LADWP). At final submittal two (2) additional copies will be made for the Project Team's records. Electronic copies will be provided to all parties as well.

TASK 2

Independence Landfill - Permitting

As part of ongoing permitting for the Independence Landfill, a SWFP revision application package, reflecting the May 29, 2012 LEA findings and incorporating updated CEQA and public comment documentation, was prepared and submitted to LADWP for landowner signature on February 4, 2013. It is our understanding that LADWP signed the SWFP Application without additional comments on May 29, 2014. However, additional changes to address the revised operational hours and maximum daily tonnage limits have been requested by the LEA.

Under this task item, the Project Team will continue to assist the County in obtaining a SWFP for the Independence Landfill site.

This task involves updating the SWFP revision application package based on current operations and anticipated maximum daily tonnage, then resubmitting to LADWP for landowner signature. Upon obtaining landowner signature, the SWFP revision application package will be submitted to the LEA, CalRecycle, and the RWQCB for regulatory review. Copies will be also be submitted to the County and LADWP for their records as detailed below. Costs assume that the SWFP revision application will require responses to one round of comments from the LEA, CalRecycle, and RWQCB. However, it is assumed that comments at this point will be fairly minor in nature as information has not changed significantly since the SWFP review. At the completion of the responses, an updated SWFP revision application package will be submitted to the LEA on behalf of the County, with copies distributed to CalRecycle and the RWQCB as indicated below.

For the purpose of this scope of work and the associated fees, the following assumptions are made:

- The Project Team will provide some assistance to the County in preparing for the public meeting that is required for the permit revision. It is assumed that a minimum of one member of the Project Team will be in attendance at the public meeting. Support for the public meeting will not include document preparation or CEQA review.
- The revision package (RDSI/JTD, PCPCMP, and SWFP) will not need updating based on public meeting comments.
- No redesign of the landfill such as excavation plans, fill plans, or significant updates to the JTD/RDSI or PCPCMP documents will be required.

- One (1) hard copy and electronic copy of the updated SWFP revision package will be delivered with the revised submittal to LADWP. The objective of this submittal will be to obtain the landowner signature on the SWFP revision packet.
- No additional comments will be received from LADWP on the updated SWFP revision application package after the revised submittal.
- Once the landowner signature is obtained, four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies with an additional electronic copy being submitted to LADWP for their records.
- Comments from the LEA, CalRecycle, and the RWQCB, if any, will be minor in nature as the information is largely unchanged from the SWFP review.
- If necessary, any regulatory comments will be addressed and an updated SWFP revision application package will be resubmitted. Again, four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies with an additional electronic copy being submitted to LADWP for their records. It is assumed that revisions will be submitted as replacement pages/appendices and not as full document replacements.
- Once the SWFP application package components (RDSI/JTD and PCPCMP) are approved by all agencies, the documents will be finalized. Two (2) copies of the document will be delivered with the final submittal as it is assumed that the LEA, CalRecycle, and the RWQCB copies will be up to date (1- County and 1- LADWP). At final submittal two (2) additional copies will be made for the Project Team's records. Electronic copies will be provided to all parties as well.

TASK 3

Lone Pine Landfill - Permitting

As part of ongoing permitting for the Lone Pine Landfill, a SWFP Revision application package, reflecting the November 23, 2011 and June 1, 2012 LEA findings and incorporating updated CEQA and public comment documentation, was prepared and submitted to LADWP for landowner signature on February 4, 2013. It is our understanding that LADWP signed the SWFP Application without additional comments on May 29, 2014. However, additional changes to address the revised operational hours and maximum daily tonnage limits have been requested by the LEA.

Under this task item, the Project Team will continue to assist the County in obtaining a SWFP for the Lone Pine Landfill site.

This task involves updating the SWFP revision application package based on current operations and anticipated maximum daily tonnage, then resubmitting to LADWP for landowner signature. Upon obtaining landowner signature, the SWFP revision application package will be submitted to the LEA, CalRecycle, and the RWQCB for regulatory review. Copies will also be submitted to the County and LADWP for their records as detailed below. Costs assume that the SWFP revision application will require responses to one round of comments from the LEA, CalRecycle, and RWQCB. However, it is assumed that comments at this point will be fairly minor in nature as information has not changed significantly since the SWFP review. At the completion of the responses, an updated SWFP revision application package will be submitted to the LEA on behalf of the County, with copies distributed to CalRecycle and the RWQCB as indicated below.

For the purpose of this scope of work and the associated fees, the following assumptions are made:

- The Project Team will provide some assistance to the County in preparing for the public meeting that is required for the permit revision. It is assumed that a minimum of one member of the Project Team will be in attendance at the public meeting. Support for the public meeting will not include document preparation or CEQA review.
- The revision package (RDSI/JTD, PCPCMP, and SWFP) will not need updating based on public meeting comments.
- No redesign of the landfill such as excavation plans, fill plans, or significant updates to the JTD/RDSI or PCPCMP documents will be required.
- One (1) hard copy and electronic copy of the updated SWFP revision package will be delivered with the revised submittal to LADWP. The objective of this submittal will be to obtain the landowner signature on the SWFP revision packet.
- No additional comments will be received from LADWP on the updated SWFP revision application package after the revised submittal.
- Once the landowner signature is obtained, four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies with an additional electronic copy being submitted to LADWP for their records.
- Comments from the LEA, CalRecycle, and the RWQCB, if any, will be minor in nature as the information is largely unchanged from the SWFP review.
- If necessary, any regulatory comments will be addressed and an updated SWFP revision application package will be resubmitted. Again, four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies with an additional electronic copy being submitted to LADWP for their records. It is assumed that

revisions will be submitted as replacement pages/appendices and not as full document replacements.

- Once the SWFP application package components (RDSI/JTD and PCPCMP) are approved by all agencies, the documents will be finalized. Two (2) copies of the document will be delivered with the final submittal as it is assumed that the LEA, CalRecycle, and the RWQCB copies will be up to date (1- County and 1- LADWP). At final submittal two (2) additional copies will be made for the Project Team's records. Electronic copies will be provided to all parties as well.

TASK 4

Shoshone Disposal Site - Permitting

A patent for the Shoshone Landfill was issued by BLM to Inyo County on March 13, 2012. The Project Team submitted a revised SWFP application, RDSI, and PCPCMP to the LEA (July 26, 2013), CalRecycle (August 15, 2013), and the RWQCB (March 31, 2014) reflecting the County as Owner. Since BLM is no longer the owner of the property, they are not responsible for review or approval of project documents.

Comments were received from CalRecycle (via the LEA) during the month of November 2013 and the RWQCB on April 24, 2014. Comments from CalRecycle were addressed prior to submitting the package to the RWQCB. It is assumed that the majority, if not all RWQCB comments will be addressed and a revised package submitted during the 2013-2014 contract year.

This task involves responding to a second round of review comments by the LEA, CalRecycle, and the RWQCB. Based on this round of comments, the documents will be revised and a final version issued.

For the purpose of this scope of work and the associated fees, the following assumptions are made:

- The SWFP, RDSI, and PCPCMP revisions will be accomplished by updating only applicable portions of the prior documents as required in response to any new comments received by the regulatory agencies.
- There have not been significant modifications to the operations at the landfill since the last permit submittal in 1999 (revised in 2011 and 2013). Therefore, the general information contained within the 1999 permit documents is accurate and it is assumed that no redesign of the landfill such as excavation plans, fill plans, or final closure plans will be required as part of finalizing the RDSI or PCPCMP.
- Additional review comments from the LEA, CalRecycle, and the RWQCB, if any, will be minor in nature as the information is largely unchanged from the 2011 and 2013 documents.

- If necessary, any regulatory comments will be addressed and an updated SWFP revision application package will be resubmitted. Four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies. It is assumed that revisions will be submitted as replacement pages/appendices and not as full document replacements.
- Once the SWFP application package components (RDSI/JTD and PCPCMP) are approved by all agencies, the documents will be finalized. One (1) copy of the document will be delivered with the final submittal to the County as it is assumed that the LEA, CalRecycle, and the RWQCB copies will be up to date (1- County). At final submittal two (2) additional copies will be made for the Project Team's records. Electronic copies will be provided to all parties as well.

TASK 5

Tecopa Disposal Site – Patenting and Permitting

Inyo County submitted an application for Patent of the Tecopa Disposal Site in February 2010, prompted by the expiration of Recreation and Public Purposes leases and the subsequent Notice of Violation issued for the site for review of the SWFP for the disposal site. Based on requirements by BLM, efforts by the Project Team have been made to revise the proposed patent area to minimize encroachment into the South Nopah Wilderness area boundary (post-dating and intersecting the landfill) and to avoid the historic Old Spanish Trail Highway. The Project Team has made progress in agreeing with the BLM on an acceptable patent boundary and survey of said boundary, which was finalized into a supplemental plat by BLM's Chief Cadastral Surveyor in November 2012. Efforts also included completion of an Environmental Site Assessment in June 2010, which was updated by request of BLM in December 2012. Based on current information from BLM representatives, no further surveyor involvement or environmental analysis is anticipated.

Task 5.1 Patent Application

The patenting aspect of this task involves responding to comments by the BLM on the revised application in order to facilitate approval of the patent application. It is not anticipated that BLM will require a revised patent application at this time.

For the purpose of this scope of work and the associated fees, the following assumptions are hereby made:

- The legal description of the parcel approved by BLM in November 2012 will be the final patent boundary.
- No additional, third party survey costs are incurred or required by BLM.

- No further documentation is required by BLM to complete the processing of this proposed land patent.

Task 5.2 Site Permitting

Once the patenting process for the Tecopa Disposal Site is completed and the County is named as property Owner, the Project Team will prepare an updated Joint Technical Document (JTD), which includes updating the SWFP application, RDSI and PCPCMP for the site. Prior revisions to the RDSI were prepared in 1999, with minor updates in 2011, and will be revised as part of the new SWFP in order to capture the final patented conditions and facility ownership.

This task involves (a) completing the draft documents for submittal to the County for review, (b) responding to review comments by the County on the draft documents, and (c) finalizing and submitting the JTD to the County for submittal to CalRecycle and the RWQCB. This task also assumes a round of responding to review comments by CalRecycle and the RWQCB. Based on this round of comments, the documents will be revised and a final version issued. Costs are based on updating the 2011 SWFP, RDSI, and PCPCMP documents prepared by Ausenco Vector.

The prior patenting efforts revealed that existing waste limits may vary somewhat from those assumed for prior closure designs. As such, the waste limits will be updated on the applicable RDSI and PCPCMP drawings based on previous findings. In addition, based on RWQCB comments on the Shoshone Permit Revision packet, it is anticipated that the Water Quality Protection Standard will need to be updated for the Tecopa Disposal Site.

For the purpose of this scope of work and the associated fees, the following assumptions are made:

- The SWFP, RDSI, and PCPCMP revisions will be accomplished by updating only applicable portions of the prior documents (Ausenco Vector, May 2011) as required in response to the new patent information.
- There have not been significant modifications to the operations at the landfill since the last permit submittal in 1999 (revised in 2011). Therefore, the general information contained within the 1999 permit documents is accurate. With the exception of the waste limits (as described above), no redesign of the landfill such as excavation plans, fill plans, or final closure plans is required as part of finalizing the RDSI and PCPCMP.
- No new waste limit field investigation will be done as part of this scope.
- Costs under this task assume no additional information is required by BLM.
- Four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies.

- Comments from the LEA, CalRecycle, and the RWQCB, if any, will be minor in nature as the information is largely unchanged from the 2011 documents.
- If necessary, any regulatory comments will be addressed and an updated SWFP revision application package will be resubmitted. Four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies. It is assumed that revisions will be submitted as replacement pages/appendices and not as full document replacements.
- Once the SWFP application package components (RDSI/JTD and PCPCMP) are approved by all agencies, the documents will be finalized. One (1) copy of the document will be delivered with the final submittal to the County as it is assumed that the LEA, CalRecycle, and the RWQCB copies will be up to date (1- County). At final submittal two (2) additional copies will be made for the Project Team's records. Electronic copies will be provided to all parties as well.

TASK 6

Bishop-Sunland Landfill – Corrective Action Plan Implementation

This task item involves implementation of the recommendations cited in the approved CAP (dated August 31, 2012 and approved January 23, 2013), which includes the coordination and oversight of the construction (by a third party Contractor) of two (2) new landfill gas extraction wells and corresponding extraction system. CAP implementation will also include system monitoring and reporting activities.

It is our understanding that the bids for construction of the landfill gas wells and extraction system will be publicly advertized through the County. It is assumed that the Project Team will provide support during the bid process including: responding to Contractor questions during bid period, review of Contractor bid packages, and assisting the selection of a qualified Contractor. It is anticipated that this public bid process will be initiated during the current fiscal year, but will continue into July-August 2014. Costs assume one (1) meeting with the County and contractors for a pre-bid site visit and one (1) meeting with the County and the selected contractor for project kickoff.

It is assumed that construction will begin shortly after the contract is awarded (August - October 2014) in an effort to comply with corrective action measures required by the RWQCB to mitigate impact of VOCs to groundwater beneath the landfill.

As part of this task, the Project Team will:

- Assist the County in obtaining the authority to construct and to revise the PTO application with the new landfill gas system with the GBUAPCD. This effort is anticipated to include providing technical support for emissions modeling, start-up monitoring and reporting,

and revision of the system logbook per requirements established by the GBUAPCD. Costs assume no technical report is required by GBUAPCD.

- Provide field CQA services for construction of the landfill gas wells and extraction system. The Project Team will provide qualified personnel for the logging of the extraction wells and for construction observation services for the installation of the gas collection system components at each wellhead. The services will be performed to verify that construction of the wells, laterals, blower and emission control device are performed per the construction plans and specifications. It will be necessary for field personnel to work closely with the County and the contractor during the construction to coordinate the observation requirements with the construction. The Project Team will provide construction observation services under the direction of a California-registered civil engineer to observe hidden work before it is backfilled or covered.
- Following completion of construction, the Project Team will operate the wells and the collection / control system at each wellhead to verify proper operations of all components of the system. The Project Team will train the system operator during the startup for proper operation of the system.
- Prepare as-built drawings and a construction report for the landfill gas wells, and extraction system installation. It is assumed that five (5) hard copies of each report will be prepared for County and Project Team Staff. Electronic copies will be provided to all parties as well.
- Conduct monitoring and sampling of the new landfill gas wells and existing groundwater wells to evaluate system effectiveness:
 - Assumes 9 monthly system and emissions monitoring events (October – June) once the construction is completed. Monthly emissions monitoring of the existing LFG extraction system, according to the current PTO, will be conducted prior to the construction of the proposed LFG extraction system and is assumed to be continued after expansion of the LFG extraction system. Costs assume monthly monitoring will consist of collecting field readings for VOCs using a Photoionization Detector to determine effluent concentrations and the need for carbon replacement, if applicable.
 - Assumes 3 quarterly landfill gas monitoring events including sample collection of each system influent (2) for laboratory analysis.
 - Costs assume the existing schedule of quarterly groundwater monitoring is sufficient to monitor corrective action effectiveness, and no additional groundwater monitoring will be required by the RWQCB
- Prepare an Operation and Maintenance Manual for the operation of the LFG collection system at the Bishop–Sunland landfill. The Manual is intended to provide guidance on LFG wellfield operation, troubleshooting, maintenance and repair. The anticipated table of contents will be as follows:

1. Landfill Gas Collection System Overview
 2. LFG Collection System Operational Objectives
 3. LFG Collection System Components
 4. Perimeter Migration Probes
 5. LFG Well Adjustment Procedures
 6. Maintenance Issues
 7. System Repair Procedures
 8. Safety
 9. Appendices
- Prepare as-built drawings and a CAP Implementation Report to submit to the RWQCB by December 31, 2014, or within sixty (60) days of completion of construction. This report will describe the results of the CAP implementation and provide professionally-certified driller boring logs and construction as-built drawings. It is assumed five (5) copies of the report will be made for RWQCB, County, and Project Team Staff.
 - Costs assume no additional mandates related to corrective action at the Bishop-Sunland Landfill are imposed by RWQCB during the contract year (see Task 14 for potential additional RWQCB requirements).

Major system repairs and on-going system O&M will be the responsibility of the County. It is assumed that the County will coordinate and be responsible for the removal, disposal, and replacement of the carbon filter media with a third party Contractor. The Project Team will advise the County on the need for carbon replacement based on system monitoring data.

TASK 7

Groundwater Monitoring and Reporting - All Landfill Sites

This task includes quarterly and semi-annual groundwater monitoring, analysis, and reporting for six (6) sites: Bishop-Sunland Landfill, Independence Landfill, Keeler Landfill, Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site; as required by the RWQCB and as specified in the WDRs and subsequent monitoring plans. For fiscal year 2014-2015, this task also includes analysis and reporting of groundwater data for Constituents of Concern (5-year COCs) as defined by Appendix II of 40 CFR, part 258, as required every five years and last conducted in 2009.

Task 7F.0 Groundwater Monitoring Activities

On-site monitoring and sampling services will be conducted by the Project Team with groundwater analyses conducted by a California State Certified Analytical Laboratory. For the contract period of July 1, 2014 through June 30, 2015, groundwater-monitoring services will include the following sampling events, broken down by site. The budgeted cost for these tasks includes an estimate of laboratory analytical costs as required by the WDRs, as well as

applicable field equipment and labor costs. The estimated cost assumes that purged groundwater will continue to be disposed of on-site, laboratory fees do not increase significantly, and reasonable well access and sampling conditions are encountered at the landfill sites.

Task 7F.1 Bishop-Sunland Landfill

Four quarters of sampling: Semi-annual sampling (1st and 3rd Quarters) of eleven (11) site monitoring wells and three (3) supply wells with monitoring for groundwater elevations and required field parameters. Semi-annual sampling (2nd and 4th Quarters) of seven (7) site monitoring wells with monitoring of groundwater elevations from eleven (11) site wells. Laboratory analysis of the groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. In addition, 4th Quarter 2014 groundwater samples from seven (7) site monitoring wells will be analyzed for 5-year COCs as defined by Appendix II of 40 CFR part 258. Costs assume continuation of the current monitoring program as specified in the Evaluation Monitoring Report dated January 2004, unless revised WDRs are issued by the RWQCB as recommended in the CAP Progress Report dated April 25, 2014. If Revised WDRs are issued for the site, these would supersede the current Monitoring and Reporting Program for the Bishop-Sunland Landfill.

Task 7F.2 Independence Landfill

Semi-annual sampling (October and May) of four (4) on-site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. In addition, 4th Quarter 2014 groundwater samples from four (4) site monitoring wells will be analyzed for 5-year COCs as defined by Appendix II of 40 CFR part 258. Costs do not include off-site evaluation monitoring activities that may be required if VOC detections persist. These potential Evaluation Monitoring Activities are defined under Task 14.

Task 7F.3 Lone Pine Landfill

Semi-annual sampling (October/November and April/May) of six (6) site monitoring wells; including the two off-site evaluation monitoring wells installed in August 2010, with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs and Evaluation Monitoring Plan. In addition, 4th Quarter 2014 groundwater samples from four (4) site monitoring wells will be analyzed for 5-year COCs as defined by Appendix II of 40 CFR part 258. Costs assume quarterly sampling is not required by the RWQCB, based on current recommendations provided in the January 2011 Evaluation Monitoring Report and subsequent semi-annual groundwater monitoring reports. Costs also assume an Engineering Feasibility Study to address VOCs in site wells is not required during the current contract period, but this potential mandate by RWQCB is described in Task 14.

Task 7F.4 Keeler Landfill

Semi-annual post-closure monitoring (November and May) of five (5) site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs and FCPCMP for the site. In addition, 4th Quarter 2014 groundwater samples from five (5) site monitoring wells will be analyzed for 5-year COCs as defined by Appendix II of 40 CFR part 258. Costs for clarification or revision of the WDRs as described in Task 14 may be necessary, as the current WDRs do not reflect the closed status of the landfill. However, preparation of a revised ROWD or other technical document is not anticipated as part of the current scope.

Task 7F.5 Shoshone Disposal Site

Semi-annual sampling (November and May) of three (3) site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. In addition, 4th Quarter 2014 groundwater samples from three (3) site monitoring wells will be analyzed for 5-year COCs as defined by Appendix II of 40 CFR part 258. To reduce travel expenses, this task will be done in conjunction with landfill gas monitoring and groundwater monitoring at the Tecopa Disposal Site.

Task 7F.6 Tecopa Disposal Site

Semi-annual sampling (November and May) of three (3) site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. In addition, 4th Quarter 2014 groundwater samples from three (3) site monitoring wells will be analyzed for 5-year COCs as defined by Appendix II of 40 CFR part 258. To reduce travel expenses, this task will be done in conjunction with landfill gas monitoring and groundwater monitoring at the Shoshone Disposal Site.

Task 7R.0 Reporting

Semi-annual and annual monitoring reports, as required by WDR/MRPs for each site, will also be prepared under Task 7 for each of the six (6) facilities: Bishop-Sunland Landfill, Independence Landfill, Keeler Landfill, Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site. These reports will be prepared and submitted based on requirements established in the MRPs for each respective site, as specified by the RWQCB staff, and in general accordance with previous reports submitted by the County.

Final Groundwater Monitoring Reports will be submitted to the County in advance of report deadlines to allow for certification and timely submittal to the RWQCB. Prior to submittal to the County, all reports will be subject to established internal quality control policies, to ensure

that all work products are thoroughly reviewed by Company Principals. Groundwater Monitoring Reports will be certified by a Professional Engineer or Professional Geologist.

Semi-Annual Groundwater Monitoring Reports, describing activities and results from Second Quarter 2014 groundwater monitoring activities, will be submitted to the RWQCB by July 15, 2014 for three (3) facilities: Bishop-Sunland Landfill, Independence Landfill, and Keeler Landfill.

Semi-Annual Groundwater Monitoring Reports will be submitted to the RWQCB by January 15, 2015 for five (5) facilities: Independence Landfill, Lone Pine Landfill, Keeler Landfill, Shoshone Disposal Site, and Tecopa Disposal Site. The Semi-Annual Groundwater Monitoring Report for the Bishop-Sunland Landfill will be submitted by January 31, 2015. The January reports will present the results of groundwater monitoring conducted during Fourth Quarter, 2014 at the six (6) landfill facilities, as described above and scheduled to be conducted in October or November 2014. January 2015 reports will also include the results of 5-year COC analyses.

The six (6) Semi-Annual Groundwater Monitoring reports will contain the information required by the MRP for each site, which includes at a minimum:

- executive summary with a discussion of any violations requiring action;
- site background information;
- map or aerial photograph showing the location of all monitoring points;
- description of field purging and collection methods;
- summary of groundwater elevation data, calculated hydraulic gradient(s) and calculated groundwater velocity;
- summary of field and laboratory analytical results;
- waste disposal volumes and remaining capacity calculations, as provided to the Project Team by ICIWM;
- a brief summary of corrective action activities and monitoring results collected during the period (for Bishop-Sunland Landfill only);
- a summary of available septage and landfarm data collected by the County during the period (for Bishop-Sunland Landfill only);
- update on previously scheduled activities, as applicable; and
- recommendations for follow-up activities, as applicable.

The estimated cost for report preparation includes data analysis, technical illustrations, report drafting, and senior-level quality assurance review and certification. Also included are the costs for electronic data reporting to the Geotracker database as required for all landfill programs under CCR Chapter 30, Division 3, Titles 23 and 27, and to the extent practical using available monitoring point survey data.

As required in the WDRs and MRP for each site, an Annual Groundwater Monitoring Report for each of the six (6) sites will be prepared for submittal to the RWQCB. Annual Summary Reports will include items described in the General Provisions for Monitoring and Reporting and specific requirements defined in the current WDR for each site, and will summarize information provided in detail in the semi-annual reports for each site for the previous 12-month period. In an effort to reduce reporting costs to Inyo County, semi-annual and annual reporting efforts are combined when possible and in accordance with deadlines established by the WDRs.

The Annual Groundwater Monitoring Report for each site will be based on the specific requirements and schedule for that site as specified in current WDRs and MRPs. Accordingly, Annual summary reports for the Bishop-Sunland Landfill, Independence Landfill, and Keeler Landfill will be prepared for submittal by November 30, 2014, January 31, 2015, and March 1, 2015, respectively. Annual Groundwater Monitoring reports will be prepared for the Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site, for submittal to the RWQCB by June 30, 2015.

Costs estimated herein include reporting of groundwater monitoring results, but do not include follow-up work that could result from adverse monitoring results, as the effort involved would depend on the persistence of any regulatory exceedances and the specific requirements of the RWQCB.

TASK 8

Landfill Gas Monitoring - All Active Landfill Sites

Landfill gas monitoring will be conducted on existing perimeter monitoring probes at each of the five (5) active Inyo County sites: Bishop-Sunland Landfill, Independence Landfill, Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site. Monitoring will be conducted on a quarterly basis for the Bishop-Sunland, Independence and Lone Pine Landfills; and semi-annually for the Shoshone and Tecopa Disposal Sites. When possible, landfill gas monitoring will be conducted in conjunction with quarterly or semi-annual groundwater monitoring events to reduce travel costs. Specific monitoring events will be scheduled based on staff availability. Monitoring will be completed by field personnel located in Bishop, California. Monitoring procedures and protocols will be done in accordance with Title 27 requirements for landfill gas probes and on-site structures (ambient air).

Landfill gas monitoring will include the following activities:

- calibration of the field instrument;
- purging of two well volumes of gas from each probe;
- collection of representative reading(s) at each probe with a field gas analyzer, (Landtec GEM 500 or equivalent) for Static Pressure, Methane, Carbon Dioxide, and/or Oxygen as required by Title 27; and

- recording field data on standardized field data sheets.

If landfill gas monitoring results show exceedances of compliance limits set in Title 27, the County and the LEA will be notified within forty eight (48) hours.

Within forty-five (45) days following completion of each monitoring event, the Project Team will prepare quarterly landfill gas monitoring reports which will summarize monitoring methodologies and monitoring data. Depending on the results of the monitoring, a general description of follow-up work that is required under Title 27 will be included within the report. Copies of the final reports will be issued to the County LEA, with an electronic copy transmitted to CalRecycle.

The budget for this task assumes monitoring and reporting for all four (4) quarters of the contract year 2014-2015 for the three (3) active Owens Valley sites: Bishop-Sunland Landfill, Independence Landfill, and Lone Pine Landfill; and semi-annually for the Shoshone Disposal Site and Tecopa Disposal Site in accordance with monitoring frequency reduction approved by the LEA and CalRecycle in 2014. Monitoring costs assume mobilization costs can be saved on a semi-annual basis by combining with groundwater sampling events. Monitoring costs also assume reasonable well access and maintenance is provided by Inyo County. The costs do not include follow-up work that could result from adverse monitoring results, as the effort involved would depend on the persistence of any regulatory exceedance.

TASK 9

AB-32/Title 17 Greenhouse Emissions Annual Reporting

The CARB has adopted Title 17 CCR Section 95460 et seq., the landfill gas control measure to reduce greenhouse gas emissions from landfills; also referred to as the AB-32 (greenhouse gas) compliance. The CARB regulations went into effect January 1, 2010, with compliance beginning immediately. Under these regulations, a waste-in-place volume report shall be prepared annually for a period of January 1 through December 31 of each year, and reported by March 15. If the in-place waste volume is less than 450,000 tons, no further action is required. If the in-place waste volume is greater than 450,000 tons, a landfill gas Heat Input Capacity Calculation (HICC) is required pursuant to Title 17 CCR Section 95470(b)(5). If the result of the HICC is less than 3 MMBtu/hour then no further action is required, otherwise additional control actions are required. This report shall be submitted on an annual basis for continued demonstration that the facility falls below the waste volume threshold.

Efforts in support of the AB-32 compliance will consist of the following activities:

- The Project Team will support the County in preparation of the updated Waste-in-Place volume report by providing technical assistance and a technical review. The report shall reflect disposal records for the period of January 1, 2014 through December 31, 2014 for the five (5) active sites: Bishop-Sunland Landfill, Independence Landfill, Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site.

- For Bishop-Sunland Landfill, the only landfill in excess of the 450,000 ton waste-in-place threshold, the Project Team will support the County in preparation of the updated HICC report by providing technical assistance and technical review. It is assumed that the HICC will be less than 3 MMBtu/hour and no additional actions will be required.
- It is assumed that the Waste-in-Place volume and HICC reports will be prepared and submitted to the CARB by County Staff.
- Technical assistance means answering questions from County Staff on report contents, calculations, and submittal timelines.

TASK 10

AB-939 Annual Reporting

CalRecycle (formerly CIWMB) promulgated diversion goals of 25% by 1995 and 50% by 2000 with AB-939 in 1989. Since Inyo County is a rural county, County Staff successfully petitioned CalRecycle to have the diversion goals reduced to 29%.

The Project Team will support the County in preparation of the 2013 AB-939 Annual Report by providing technical assistance and a technical review. The report is due August 1, 2014 to CalRecycle.

- It is assumed that the AB-939 Annual Report will be prepared and submitted to CalRecycle by County Staff. This includes updates to the County's SRRE, HHWE, and NDFE programs as necessary.
- Technical assistance means answering questions from County Staff on report contents, calculations, and submittal timelines.

TASK 11

Financial Assurance Annual Calculations

To satisfy CalRecycle's financial assurance requirements, two different reports are required each year.

The first report is an update to the Closure, Post-Closure, and Corrective Action cost estimates for each of the five (5) landfills. CalRecycle posts an annual inflation worksheet on their website around mid-April to use as a template for the calculations. In general, the most current approved cost estimate is inflated annually by the factor provided on the worksheet. When new cost estimates are approved, they are used as a starting point for calculating each subsequent year. Since the corrective action funding is part of a rural county insurance policy with environmental liability coverage, updates for the corrective action cost estimates are not needed in this report. This report is due annually to CalRecycle on June 1st.

The second report is a calculation to determine the annual closure fund deposit requirements for each of the five (5) landfills. The calculations are based on the waste disposed of during the year and the subsequent reduction in capacity for each site. This report is due to CalRecycle on the funds anniversary date of August 29, 2014.

The Project Team will support the County in preparation of the annual financial assurance reports by providing technical assistance and a technical review.

- It is assumed that the annual inflation report and closure fund deposit report will be prepared and submitted to CalRecycle by County Staff.
- Technical assistance means answering questions from County Staff on report contents, calculations, and submittal timelines.

TASK 12

Contract Management and Project Statusing

This task involves the management of both the County contract and Geo-Logic's subcontracts. Management of these contracts throughout the project will include:

- Contract execution and job setup;
- Ensuring compliance with contract terms and conditions;
- Controlling and tracking the project schedule and milestones;
- Controlling and tracking the project budget against established task budgets;
- Preparing monthly invoices (including budget and work summaries);
- Subcontracting and ensuring subcontractor performance;
- Ensuring high quality work and deliverables using established quality management procedures;
- Coordinating data flow into and out of the Project Team;
- Maintaining open communications with County staff and facilitating communications across the Project Team and the County; and
- Preparation of the annual scope of services.

In order to facilitate communications with the County and to keep the County updated on the status of project tasks and upcoming activities, the Project Team will schedule and host regular status meetings with the County and LEA. For the purpose of costing this task, it is assumed that, over the duration of this contract year, a total of six (6) (an average of one every two (2) months), one (1) hour status meetings will be facilitated via phone and one (1) status meeting will be held face-to-face in Bishop.

In an effort to communicate project schedules and task timelines, a Microsoft Project Gantt chart will be provided to the County at the beginning of the contract year. It is also anticipated that a review of task timelines, progress, and remaining compliance issues be conducted mid-way through the project and task schedules may be adjusted accordingly.

TASK 13

Stormwater Pollution Prevention Plan Preparation

On April 1, 2014, the State Water Quality Control Board adopted a new IGP (Board Order 2014-0057-DWQ) for stormwater discharges associated with industrial activities. This order becomes effective July 1, 2015 and will supersede the current IGP (Board Order 1997-0003-DWQ). All industrial dischargers will be required to comply with the new order on the effective date. This includes having an applicable SWPPP prepared reflecting the requirements of the new IGP. BMPs will also be required to be implemented (with guidance from the SWPPP) by the effective date.

In this task, the Project Team will prepare site specific SWPPP for each of the County landfills (Bishop-Sunland, Independence, Lone Pine, Shoshone, and Tecopa) and the Keeler transfer station in accordance with the new IGP.

For the purpose of this scope of work and the associated fees, the following assumptions are made:

- A site visit to the 5 landfills and 1 transfer station will be required by the Project Team in order to make the necessary assessments to prepare the SWPPP.
- A final electronic copy of the SWPPP will be uploaded to the SMARTS database.
- One (1) hard copy of the SWPPP will be provided to the County to keep at each site. An additional hard copy will be prepared for the Project Team's records.
- The Project Team will assist the County in interpreting the new IGP regulations and BMP implementation as necessary.

TASK 14

Document Preparation Due to RWQCB Request (Potential Items)

The following items have been identified by the Project Team as additional tasks that may be required by the RWQCB based on provisions defined in the WDRs and groundwater monitoring results for three of the active landfills and the closed Keeler Landfill. We present this list in an effort to inform the County of the potential for any one or all of these items needing to be accomplished during the contract year. The proposed budget for this task item is based on

initiating work on one or more of the items listed below. A detailed scope and associated costs will be developed and submitted to the County for the items below on an as needed basis.

- **Bishop-Sunland Landfill:** Additional efforts may be required in response to the May 29, 2014 letter from the RWQCB regarding the Bishop-Sunland Landfill permitting and corrective action efforts. Specifically, the May 29 letter specified that additional groundwater monitoring wells may have to be installed to represent background water quality which is un-impacted by landfill gases. It is requested that these wells be installed as part of the corrective action activities, but these efforts are not currently included in Task 6. As it is unclear whether wells will be required to be installed during the current fiscal year (July 1, 2014 through June 30, 2015), costs to address this new mandate by RWQCB are estimated in this task. Additional efforts may also be required, if requested by the RWQCB, to update the WDRs or to evaluate the efficacy and appropriateness of the corrective action measures on water quality. The proposed budget does not include potential driller costs if additional groundwater wells are required.
- **Independence Landfill:** If required by the RWQCB, the Project Team will prepare an evaluation monitoring plan to address the low level VOCs that have been detected in the groundwater. It is anticipated that this has a low-to-moderate probability of occurring based on the intermittent detection of low-level VOCs in groundwater wells at the Independence Landfill.
- **Lone Pine Landfill:** If required by the RWQCB, the Project Team will prepare a feasibility study for remediation of low level VOCs that have been detected in the groundwater. It is anticipated that this has a moderate probability of occurring based on the persistence of low-level VOCs in groundwater well MW-3 at the Lone Pine Landfill. In addition, an apparent blockage above the groundwater surface has been observed in the background well, MW-1. Costs have not been included to resolve this issue, as it is assumed that the County will investigate the issue and restore access to this well prior to the next scheduled sampling event. If the well is determined to be damaged, it is possible that the RWQCB will require a replacement well to be installed.
- **Keeler Landfill:** Update of WDRs and MRP to reflect the disposal site conditions as Closed. If the RWQCB moves forward on revision of the Keeler WDRs, technical documentation may be required of the Project Team in support of WDR revision and to negotiate long-term savings to the County over the post-closure period.
- **Shoshone Disposal Site:** In the RWQCB Comments to the JTD, dated April 24, 2014, an update to the 1997 Water Quality Protection Standard (WQPS) was requested. A response to these comments and updated statistical control limits will be completed during fiscal year 2013-2014, but there is the potential that the RWQCB will require a formal, technical document in support of updating the WQPS. It is anticipated that this has a moderate probability of occurring based on recent correspondence with RWQCB staff.

TASK 15

As-Needed Consulting Services

This task is intended for any additional consulting services that have not been defined within this scope of work or anticipated during the 2014-2015 contract year. Un-scoped work falling under this task would be authorized by the County on an as-needed basis. If necessary, a detailed scope of work and associated fee estimates will be developed at the time services are identified. The cost estimate presented for this task is based on professional services that have been requested of the Project Team by the County in recent years, after development of the annual scope of work and budget, and triggered by unanticipated regulatory mandates or any violations cited with respect to the Inyo County Landfills.

ATTACHMENT B

SCHEDULE OF FEES AND COST ESTIMATION SUMMARY



ATTACHMENT B

SCHEDULE OF FEES

Inyo County Solid Waste Engineering Services - Contract Year 2014 – 2015

<u>PROFESSIONAL STAFF</u>	<u>UNIT RATE</u>
Staff Professional	\$105.00/Hour
Project Professional I	125.00/Hour
Project Professional II	150.00/Hour
Senior Professional	170.00/Hour
Supervising Professional	190.00/Hour
Principal Professional.....	210.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum) 2 x HourlyRate	

<u>FIELD/LABORATORY STAFF</u>	
Technician I	75.00/Hour
Technician II	85.00/Hour
Senior Technician (or Minimum Prevailing Wage)	95.00/Hour
Supervising Technician.....	105.00/Hour
Managing Technician	125.00/Hour

<u>SUPPORT STAFF</u>	
CADD/Designer	105.00/Hour
CADD Operator/Geotechnical Draftsperson	85.00/Hour
Geotechnical Clerk/Typist.....	55.00/Hour
Word Processor.....	75.00/Hour

*Overtime Premium is 35% of PERSONNEL CHARGE

*A surcharge of 20% of PERSONNEL CHARGES is applicable to personnel working in hazardous materials environments to compensate for costs associated with hazardous materials operations training and personnel medical examinations.

<u>EQUIPMENT CHARGES</u>	
Water Level Indicator.....	35.00/Day
Water Quality Meter (pH, DO, turbidity, EC, temp, ORP).....	100.00/Day
Groundwater Sampling Pump (<100' depth).....	115.00/Day
Groundwater Sampling Pump (>100' depth).....	175.00/Day
Dedicated Sample Tubing	0.75/Foot
Air Quality Safety/Methane Meter	60.00/Day
Landfill Gas Monitoring Meter (GEM/TVA)	150.00/Day or Cost +10%
Photoionization Detector (PID).....	100.00/Day

<u>EXPENSES</u>	
Vehicle Use for Field Services (2WD)*	1.00/Mile or 105.00/Day



Vehicle Use for Field Services (4WD)*	1.00/Mile or 125.00/Day
Per Diem (for overnight stay)	150.00/Day or Cost
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.)**	Cost + 10%
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.).....	Cost + 10%
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.).....	Cost + 10%
Routine Telecommunications, Facsimile, Postage, Computer Use	No Charge

* Mileage rate may be used in lieu of daily rate for travel greater than 100 miles.

** Excludes sub-contractor mark-up (0%).

PERMITS, FEES AND BONDS

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

INSURANCE

GeoLogic Associates, Inc. carries workers' compensation, comprehensive general liability and automobile with policy limits normally acceptable to most clients. The cost for this insurance is covered by the fees listed in this schedule. Cost of any special insurance required by the Client, including increases in policy limits, adding additional insured parties and waivers of subrogation, are charged at cost plus 15%. Unless otherwise stated, such charges are in addition to the estimated or maximum charges stated in any accompanying proposal.

TERMS

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Past due accounts are subject to a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law.

ATTACHMENT B

COST ESTIMATION SUMMARY BY TASK

Inyo County Solid Waste Engineering Services - Contract Year 2014 - 2015

Task No.	Responsible Firm	Description	Task Cost
1	Geo-Logic	Bishop Sunland Landfill - Permitting	\$ 8,440.00
2	Geo-Logic	Independence Landfill - Permitting	\$ 8,400.00
3	Geo-Logic	Lone Pine Landfill - Permitting	\$ 8,480.00
4	Geo-Logic	Shoshone Disposal Site - Permitting	\$ 6,060.00
5	Geo-Logic	Tecopa Disposal Site - Patenting and Permitting	\$ 14,030.00
6	Geo-Logic	Bishop-Sunland Landfill - Corrective Action Plan Implementation	\$ 91,440.00
7	TEAM	Groundwater Monitoring and Reporting - All Landfill Sites	\$ 124,392.50
8	TEAM	Landfill Gas Monitoring - All Active Landfill Sites	\$ 25,360.00
9	Geo-Logic	AB-32 / Title 17 Greenhouse Emissions Annual Reporting	\$ 1,360.00
10	Geo-Logic	AB-939 Annual Reporting	\$ 1,360.00
11	Geo-Logic	Financial Assurance Annual Calculations	\$ 1,360.00
12	Geo-Logic	Contract Management and Project Statusing	\$ 24,630.00
13	Geo-Logic	Stormwater Pollution Prevention Plan Preparation	\$ 77,925.00
14	Geo-Logic	Document Preparation Due to RWQCB Request (Potential Items)	\$ 43,870.00
15	Geo-Logic	As-Needed Consulting Services	\$ 20,000.00
		Total	\$ 457,107.50

ATTACHMENT C

SCHEDULE OF TRAVEL AND PER DIEM



ATTACHMENT C

SCHEDULE OF TRAVEL AND PER DIEM

Inyo County Solid Waste Engineering Services - Contract Year 2014 – 2015

<u>PROFESSIONAL STAFF</u>	<u>UNIT RATE</u>
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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Lone Pine Chamber of Commerce for successfully completing the Images of Inyo County Photo Contest, the Sierra Roots Music Festival, and the Inyo County Visitors Guide; the Inyo Council for the Arts for the 2013 Millpond Music Festival; and the Bishop Museum and Historical Society -- Laws Museum, for the Good Ole Days Celebration and the Laws Benefit Concert.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments to the Lone Pine Chamber of Commerce for \$4,000 for the Images of Inyo County Photo Contest; \$3,000 for the Sierra Roots Music Festival; \$4,250 for the 2014 Inyo County Visitors Guide; a final payment of \$2,000 to the Inyo Council for the Arts for the 2013 Millpond Music Festival; and final payments to the Bishop Museum and Historical Society -- Laws Museum for \$1,150 for the 2014 Laws Benefit Concert; and \$600 for the 2014 Good Ole Days Celebration. These are all 2013-14 Community Project Sponsorship Grant projects funded from the 2012-2013 Advertising County Resources budget, 011400.

SUMMARY DISCUSSION: The Lone Pine Chamber of Commerce was awarded a FY 2013-14 County of Inyo Community Project Sponsorship Grant in the amount of \$8,000 in December of 2013 to help sponsor the Images of Inyo County Photo Contest. The photo contest "has produced some great pictures that we have used in advertising Inyo County at Cal Expo and in (the Inyo County) Visitors Guide," the Chamber noted. The photos are on exhibit at the Lone Pine Visitors Center until October. All photos entered into the contest become the property of the Lone Pine Chamber, and can be used by local groups or organizations in promotional efforts. After contracts were finalized, half the grant funds (\$4,000) were disbursed to the Lone Pine Chamber of Commerce. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$4,000. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Lone Pine Chamber of Commerce was awarded a FY 2014-14 County of Inyo Community Project Sponsorship Grant in the amount of \$6,000 in December of 2013 to help sponsor Sierra Roots Music Festival. This is the second year the Chamber has hosted a musical event/concert. This year's live music concert was held June 28 at Diaz Lake, and attracted about 230 people. The event allows the Chamber to engage local youth as volunteers. After contracts were finalized, half the grant funds (\$3,000) were disbursed to the Chamber. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,000. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Lone Pine Chamber of Commerce was awarded a FY 2013-14 County of Inyo Community Project Sponsorship Grant in the amount of \$8,500 in December of 2013 to help produce and distribute the seventh edition of the Inyo County Visitor's Guide. "Each year the quality increases and the distribution is expanded," the Chamber said. This year, 25,000 copies will be distributed. The guide was available at Inyo County's booth at Cal Expo, and was also available at locations where visitors drive into the county, as well as in the county. After contracts were finalized, half the grant funds (\$4,250) were disbursed to the Lone Pine Chamber of Commerce. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$4,250. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Inyo Council for the Arts was awarded a FY 2013-14 County of Inyo Community Project Sponsorship Grant in the amount of \$4,000 in August of 2013 to help sponsor the 2013 Millpond Music Festival. The 2013 Millpond Music Festival saw attendance top 1,600, with half of those attending coming from outside Inyo County. This year, all Inyo County students up to grade 8 were admitted free to the festival, as were members of the county's Native American Tribes and low-income seniors. The Bishop Chamber of Commerce hosted a booth to distribute information about the

region. After contracts were finalized, half the grant funds (\$2,000) were disbursed to the Arts Council. The Council has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$2,000. The Council also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

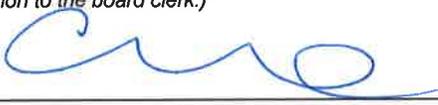
The Bishop Museum and Historical Society -- Laws Museum was awarded a FY 2013-14 County of Inyo Community Project Sponsorship Grant in the amount of \$2,300 in December of 2013 to help sponsor the 7th Annual Laws Benefit Concert. The event was held on June 28, 2014, and featured the Black Irish Band and a Taste of the Irish dinner. More than 110 people attended the concert and dinner, making it one of the more successful benefit concerts hosted at Laws, both in terms of attendance and fundraising (ticket sales topped \$2,000). The band was a big draw, attracting visitors from Bakersfield to Nevada, organizers said. After contracts were finalized, half the grant funds (\$1,150) were disbursed to the Historical Society. The Society has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,150 and also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Bishop Museum and Historical Society -- Laws Museum was awarded a FY 2013-14 County of Inyo Community Project Sponsorship Grant in the amount of \$1,200 in August of 2013 to help sponsor the 2013 Good Ole Days Celebration. The free community event was held on Sept. 7, 2013, and organizers said it was "a great success" with increased visitation. The event included live music, more than a dozen demonstrations of Pioneer Trades (blacksmithing, weaving, etc.), kids' events and games, train rides, and the famous pie auction. Locals and visitors enjoyed the new exhibits and a day of family fun. After contracts were finalized, half the grant funds (\$600) were disbursed to the Historical Society. The Society has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$600 and also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

ALTERNATIVES: The Board could deny the requests.

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

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in FY 2013-14 Advertising County Resources Budget (011400), Professional Services (5265).

APPROVALS	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	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>7/5/2014</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 7/8/14
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

Lone Pine
Chamber of Commerce

June 30, 2014

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 the Lone Pine Photo Shootout contest.

We now have some great pictures that we use in advertising Inyo County at Cal Expo and in our Visitor's Guide as well as in magazines advertising our area.

The final pictures are on display at the Lone Pine Visitors Center through October and it turns out this is a great venue for showing off Inyo County

Sincerely,

Kathleen New
President/CEO

Give us your best shot!



Sponsored by
Inyo County

Find Us On



Photo by Randy Smith

Deadline
for submissions
JUNE 23, 2014

Hosted by the
**Lone Pine Chamber
of Commerce**

For rules & regulations:
www.lonepinechamber.org

760.876.4444



Photo by Howard Hitzel

View this
Years Entries
July 15th - Nov. 30th
at the Visitor's Center
in Lone Pine

one place occurred when Jefferson dined alone." - JOHN F. KENNEDY



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

Lone Pine
Chamber of Commerce

June 29, 2014

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 Sierra Summer Concert

Everyone really enjoyed the event. This is our attempt to involve the youth in participating as volunteers.

Our businesses like the event as many band members and their families stay and eat and shop.

About 230 people were in attendance.

Thank you for your help.

Sincerely,

Kathleen New
President/CEO

LONE PINE, CA

Sierra Summer
CONCERT

LIVE OUTDOOR MUSIC

2014

Saturday · June 28th

3-10:00 pm Diaz Lake

Call **760.876.4444**

ADVANCE
TICKETS
SAVE \$5.00
760.876.4444

Sponsored in part by Inyo County



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

Lone Pine

Chamber of Commerce

June 27, 2014

Inyo County Board of Supervisors
PO N
Independence, CA 93545

Dear Supervisors;

This is the final request for the Seventh Edition of the Inyo County Visitor's Guide.

I thank you for your financial support in getting this project finished.

The Guide is First Class in showing Inyo County as a premier destination.

Again thank you for your participation in this project.

Sincerely,

Kathleen New
President/CEO

DOW
Villa
MOTEL 

*Western Gateway to
Death Valley National Park*

All Amenities
Center of Town • Pool & Spa
Golf • Senior Discounts • Smoke Free
Wi-Fi • Major Credit Cards
Restaurant Adjacent






*Center of Lone Pine... Friendliest Place To Stay
Only Waypoint Along Road!*

**310 South Main Street
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CENTRAL NEVADA MUSEUM



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www.tonopahnevada.com/CentralNevadaMuseum.html

Visitor's Guide to

INYO COUNTY

INYO COUNTY

The Other Side of California
DEATH VALLEY AND THE EASTERN SIERRA

SEVENTH EDITION
www.TheOtherSideOfCalifornia.com

Inyo County Community Project Sponsorship Program

2013 Millpond Music Festival Promotion

Inyo Council for the Arts is pleased to report that we have recently completed this project designed to attract visitors to Inyo County. We are grateful to Inyo County for providing funding through the CPSP grant program which helped to offset the costs associated with presenting this great annual event. The 2013 Millpond Music Festival was a great success.

Our request for CPSP funding to support the festival as a whole, in support of an annual event that:

- Attracts visitors from outside of Inyo County
- Attracts visitors from other communities in Inyo County
- Supports civic tourism
- Provides cultural enrichment, not just to the attendees, but to 90% of Inyo County students in the classroom.

The festival attracted 1600 paid attendees, approximately 50% from Inyo County and 50% that came to Inyo County specifically for the festival. Once again the Bishop Chamber of Commerce set up a booth for the entire weekend and provided visitors with information about other county offerings that encourage return visits.

Attendees were treated to several genres of music including blues, country, folk, Americana, Latin, Native American, bluegrass and African. Performers came from Eastern and Western Canada, Africa, Texas, Louisiana and several locations throughout California, exposing the audience to music and cultures from around the world. Inyo County students in Bishop, Big Pine, Independence, and Round Valley were treated to assemblies by these visiting performers. (An assembly was offered to Lone Pine, but declined). Inyo County students through grade 8 are admitted free to the festival, and we also provide free tickets to all Native American tribes throughout the county as well as low income seniors in our effort to provide access to the arts for all.

Those that attend the Millpond Music Festival contribute to the local economy during their stay, and are more likely to return to the Eastern Sierra and promote the area to their friends. We know that your investment in this project will be returned many times in increased economic activity.

Once again, thank you for the opportunity to participate in Inyo County's Community Project Sponsorship Program.

Please feel free to call us at 760-873-8014 if we may answer any further questions about this project.

Sincerely,

A handwritten signature in blue ink that reads "Lynn Cooper". The signature is written in a cursive style with a large, prominent "L" and "C".

Lynn Cooper

Executive Director

Inyo Council for the Arts

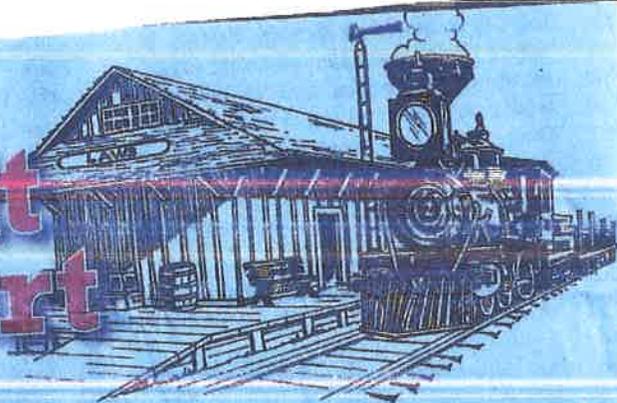
Laws Benefit Concert

6:00 pm

Black Irish Band



Sponsored & Funded
by The County of Inyo



Saturday, June 29th
Doors open at 5 p.m.
Concert 6 p.m.
\$20 Donation

Taste of the Irish
\$10 Dinner at 5 p.m.
Catered by Michelle
Denault Catering

Tickets available at
Laws Museum & Inyo
Council for the Arts

Good Ole Days - 2013

We would like to thank the County of Inyo for funding this event through the Community Project Sponsorship Program.

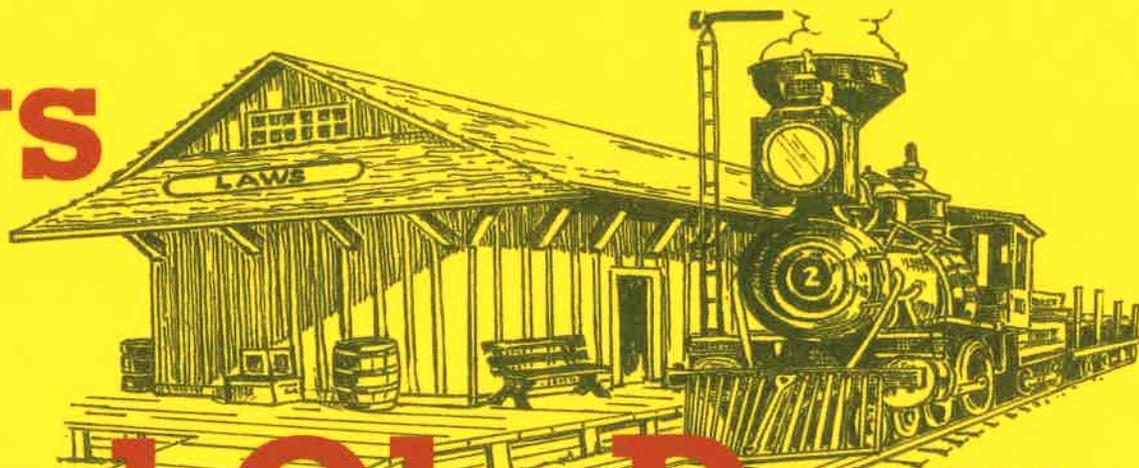
Good Ole Days was a great success. The attendance was up this year. The day included train and wagon rides, live entertainment, over a dozen demonstrations and concluded with the famous homemade pie auction. Good Ole Days is a free community event which also draws visitors from out of the area.

The Community Project Sponsorship Program allowed for more advertising which brought more people to Laws. Many come to see the many new displays and exhibits. This year we had many more visitors from out of town. Many from Southern California.

Highlights include the opening of the new machine shop, phase two of the memorial pathway, Civil War camp (from Long Beach), wagon and train rides, dutch oven cooking and a new demonstration on laundry past to present.

Again thank you for your sponsorship and continued support.

Laws



Good Ole Days

Free Admission

September 7, 2013

Great Family Fun

11:00 AM—4:00 PM

Live Entertainment 12:30– 4:00pm

Rambalaya

Working Exhibits of Pioneer Trades All Day

Weaving

Horse Hair Basket Making

Black Smithing

Craft Making

Quilting

Native American Arts

Candle Making

Laundry Past & Present

And Much More

Children's Activities 1:00 PM

Train Rides

Old Time Games

Wagon Rides

Community Food Booths

Bishop High School Baseball—Tri Tip

Madd Dogs—Bishop Girl Scouts

Famous Homemade Pie Auction 2:00 pm

Picnickers are Welcome

Period Costume Encouraged



**Sponsored and Funded by
The County of Inyo**



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: Auditor-Controller

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Contract Services for SB90 State Mandated Costs Claim

DEPARTMENTAL RECOMMENDATIONS: Request the Board of Supervisors 1) declare MGT of America, Inc. a sole –source provider and 2) approve the contract between the County of Inyo and MGT of America, Inc. for the preparation of the FY 2014-2015 SB90 State Mandated Costs Claims in an amount not to exceed \$16,150.00 and authorize the chairperson to sign, contingent upon the Board's adoption of future budgets and obtaining the appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: State mandated cost claims, originated from Senate Bill 90, Chapter 1406, Statutes of 1972. They were developed to limit the ability of local agencies and school districts to levy property taxes. To help local agencies and school districts make up for the shortfall in revenue, the State of California agreed to reimburse local agencies and school districts for the cost of new programs or increased levels of service mandated by State government.

Inyo County is eligible to receive reimbursement for mandated costs from the State of California. In fiscal year 2013-2014 MGT of America Inc., prepared approximately \$65,898.00 in requests for reimbursement on behalf of the County of Inyo. The claiming process for SB90 is very complex, time sensitive, and requires extensive schedules. MGT provided consulting services for state mandated reimbursement claims for twenty-one other counties and fifty of the State's larger cities. Because of the highly specialized nature of this program and experience that MGT of America, Inc. can provide, their consulting services are recommended to ensure maximum reimbursement from the State.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed and approved the contract.

FINANCING: The costs of these services will be included in the fiscal year 2014-2015 Auditor-Controller Requested Budget under Professional Services 5265.

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>Margaret Kemp-Williams</i>	Approved: <input checked="" type="checkbox"/>	Date <i>07/02/14</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>[Signature]</i>	Approved: <i>yes</i>	Date <i>7/8/2014</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.) <i>[Signature]</i>	Approved: <input checked="" type="checkbox"/>	Date <i>7/8/14</i>

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

Amy Shepherd Date: *7/8/14*

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND MGT of America, Inc.
FOR THE PROVISION OF State Mandated Cost Claims SERVICES**

TERM:

FROM: 08/01/2014 **TO:** 6/30/2015

SCOPE OF WORK:

1. Scope of Services Fiscal Year 2014-2015. The Contractor shall do, perform, and carry out in a good and professional manner the following service subject to the provisions of Section (2) below.

A. Prepare and submit cost claims pursuant to the Controller's 2014 & annual claiming instructions that require claims to be submitted to the State by January 15, 2015.

B. Prepare and submit other new or first-time cost claims pursuant to the Controller's claiming instructions which are issued in accordance with parameters and guidelines received from the Commissions on State Mandates and mailed to counties during the 2014-2015 fiscal year. For the purposes of this Agreement, claims covered under this section shall include all claiming instructions issued with a due date other than January 15, 2015.

C. Monitor the general payment status of all claims submitted on behalf of the County pursuant to this Agreement.

D. Assist the County with any claims filed by the Contractor that are audited by the State Controller's office. Incorrect reduction claims are not covered under this agreement.

2. Cost and Method of Compensation Fiscal Year 2014-2015.

A. Scope of Services (1) A - Annual State Mandated Cost Reimbursement Claims

For all of the above services provided, section (1) A, the County agrees to pay Contractor compensation in a fixed fee in the amount of eight thousand four hundred fifty dollars (\$8,450).

For the above services provided pursuant to Section (1) B, County agrees to pay Contractor a fee equal to twenty percent (20%) of all new claims filed to a maximum amount of seven thousand seven hundred dollars (\$7,700)

The Contractor will render to the County invoice(s) for the fixed fee specified herein, with payment due on or before July 31, 2015. Invoices unpaid sixty (60) days after July 31, 2015, will bear interest at the rate of 1% per month. The Contractor will render to the County invoice(s) for the contingent fee specified herein, with payment due either July 31, 2015, or sixty days after the claims are filed, whichever is later.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MGT of America, Inc.
FOR THE PROVISION OF State Mandated Cost Claims SERVICES**

TERM:

FROM: 8/1/2014 **TO:** 6/30/2015

SCHEDULE OF FEES:

County shall pay contractor for the services rendered to County in accordance with "Cost and Method of Compensation" set forth in Attachment A.



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: HEALTH & HUMAN SERVICES - Behavioral Health Division

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Request to approve a title change from Psychiatric Nurse I/II to Behavioral Health Registered Nurse and approve the job description for Behavioral Health Registered Nurse

DEPARTMENTAL RECOMMENDATION:

Request Board 1) approve the title change of the existing Psychiatric Nurse I and II to Behavioral Health Registered Nurse I and II; and 2) approve the job description for the Behavioral Health Registered Nurse I at Range 78 (\$5,097 - \$6,195) and II at Range 80 (\$5,343-\$6,498).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Health and Human Services Department's Behavioral Health Division currently has two Psychiatric Nurse positions that work under the direction of the Psychiatrist to provide an array of medication support and coordination services, wellness/health activities and groups, outreach to elders, and crisis response as part of the Behavioral Health team. We are requesting a change in title from Psychiatric Nurse to Behavioral Health Registered Nurse for the registered nurse staff in Behavioral Health to accurately reflect the scope of practice performed by these positions. The previous title of Psychiatric Nurse is used interchangeably with and can be confused with a Psychiatric Nurse Specialist or Psychiatric Nurse Practitioner. These positions require a master's degree in nursing beyond what is required for a Registered Nurse. The new position title and job description reflect the job duties that are performed by a registered nurse and are also allowed under Medi-Cal regulations. The requested change for this position is in title only and there is no change to the established salary range.

ALTERNATIVES:

Your Board could deny this request. This could contribute to confusion about the scope of practice for the registered nurses who work in Behavioral Health.

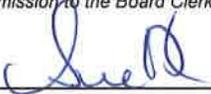
OTHER AGENCY INVOLVEMENT:

As part of a Health and Human Services Agency, Behavioral Health works closely with partners in primary health settings including the hospitals, law enforcement and other community providers.

FINANCING:

There is no funding associated with this change.

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: <u>J</u> Date: <u>7/9/14</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner

Date:

7-10-14

Behavioral Health Registered Nurse I/II

Department: Health and Human Services, Behavioral Health Division
Location: Countywide
Salary: Behavioral Health Registered Nurse I: Range 78 \$5199-\$6319
Behavioral Health Registered Nurse II: Range 80 \$5450-\$6628

****BENEFITS:**

CalPERS Retirement System: Existing ("Classic") CalPERS members as of January 1, 2013, (2% at 55) – Inyo County pays employee contribution for current CalPERS members; New CalPERS members (2% at 62) will be required to pay at least 50% of normal cost (6.5%). Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: To provide prevention, early intervention, medication reconciliation and assistance, and related mental health and health education and nursing support to Behavioral Health consumers and their caregivers; assist with quality assurance and case management functions; and other related duties as assigned.

ESSENTIAL JOB DUTIES: Under the administrative direction of the Behavioral Health Director or designee and under the clinical direction of the County Psychiatrist or designated physician, performs an array of nursing functions for persons with mental illness and/or addiction issues and related health conditions. These duties may include in-home and clinic-based observation and assessment of client's behavioral health and physical health conditions; preparation and administration of psychotropic medications under the direction of the physician to include both routine and specialized treatments, such as injections; analysis and tracking of treatment and medication responses and outcomes; and participation in interdisciplinary treatment team meetings to plan consumer care. A portion of these duties will be performed while working closely with programs offering services to older adults to identify persons at-risk of/or evidencing mental illness or emotional disturbance and to provide community outreach, support, training and home-based services to the older adult population and their care givers. A portion of these duties may also include working closely with physical health care providers to ensure coordination of care and teaching of self-management skills to clients. Duties will also include participation in quality assurance activities; timely documentation of client's behavior; work with psychiatrist and other team members in evaluating consumer's immediate life situation, relevant past events, and health care issues or to recommend and implement treatment plans; provision of education regarding medication and medical aspects of treatment to clients and client care givers; participation as part of mental health after hours emergency response; and other related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Nurse I: This is the entry and first working level in a behavioral health setting. Incumbents initially work under closer supervision while performing duties and will participate in the after-hours on-call rotation as assigned and in coordination with more experienced staff.

Nurse II: This is the journey level of the Behavioral Health Registered Nurse series. Incumbents working at this level receive more limited supervision within a broad framework of policies and procedures, and may be assigned more complex duties for which guidelines have been established. The Behavioral Health Registered Nurse II will also participate in the after-hours emergency on-call rotation as assigned.

EMPLOYMENT STANDARDS

Education and Experience:

Nurse I – Must possess a valid California Registered Nurse License. Preference will be given to candidates who have had experience working with individuals with a behavioral health condition.

Nurse II – Must possess a valid California Registered Nurse License AND have at least two years of experience working in psychiatric or mental health clinic setting.

Knowledge of: Basic problems and needs of individuals with mental illness and substance abuse issues; medical terminology; general community nursing procedures and pharmacology; documentation procedures; sterile and aseptic techniques; and fundamentals of patient behavior.

Ability to: Learn and utilize principles and practices of community behavioral health nursing to communicate with persons with mental illness and/or addiction, and their families; administer prescribed treatments and medication; learn community resources and support; assess difficult situations and take effective course of action; understand and follow oral and written instructions; keep accurate records; function effectively as part of a multidisciplinary team; feel comfortable providing outreach in a variety of settings and wellness education to people with behavioral health problems, including older adults and people living with complex health conditions. Must have ability to produce written documentation in an electronic health record. Must be able to sit, stand, walk, twist, climb and descend stairs, and lift and carry up to 30 pounds. Consistent attendance is an essential function of the position.

Special requirements: Incumbents must possess and maintain a valid California Registered Nurse License during the term of employment and *must provide proof of licensure at the time of application*. Will be required to submit to yearly tuberculosis test. Must possess or obtain within six months of employment a valid First Aid and CPR certification and maintain during term of employment. Must possess a valid operator's license issued by the State Department of Motor Vehicles; must successfully complete a pre-employment background investigation and physical examination, including drug screen.

NEPOTISM POLICY: A copy of Inyo County Personnel Rules and Regulation, Section 107, is available upon request.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, skills examination, and oral interview.

APPLICATION: Applications **must be received** in the Personnel Office, P.O. Box 249, Independence, CA 93526, no later than 5:00 p.m. on _____ (postmarks not accepted). Must apply on Inyo County application form and include proof of valid California Registered Nurse License. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached"**. Incomplete applications will not be processed. Applications may be faxed to meet the deadline—original application with original signature must be mailed.

THIS RECRUITMENT WILL ESTABLISH AN ELIGIBILITY LIST THAT MAY BE USED FOR ONE YEAR IN FILLING COUNTY-WIDE VACANCIES THAT MAY OCCUR IN THIS JOB CLASSIFICATION AND SALARY RANGE.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0295 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County hires only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout Inyo County in the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and Death Valley area (Death Valley, Shoshone, and Tecopa). Additionally, the County of Inyo has work sites located in Mono County. Positions are assigned to a work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the Department Head.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 15
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FROM: Public Works Department

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Approval of Amendment No. 1 to the contract for consulting services with PMC.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

1. Approve Amendment No. 1 to County of Inyo Standard Contract No. 156 between the County of Inyo and PMC to extend the term of the contract three months to October 31, 2014 for the completion of a Triennial Performance Audit of the Eastern Sierra Transit Authority (ESTA), and
2. Authorize the Chairperson to sign the amendment contingent upon obtaining appropriate signatures and contingent upon adoption of the FY 2014-2015 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On February 11, 2014, your Board approved the award of a contract for consulting services to PMC for a term from 2/11/2014 to 7/31/2014. The Public Works Department, acting on behalf of the Inyo County Local Transportation Commission (ICLTC), administers the contract with PMC to complete a Triennial Performance Audit of the Eastern Sierra Transit Authority (ESTA). The proposed amendment extends the length of the contract for three months until October 31, 2014.

Due to work conflicts, the consultant was unable to complete the project by the contract date. PMC staff has submitted a revised time schedule and indicated that they will be able to complete the contract by October 31, 2014. In October, the PMC project manager will present findings to the ESTA Board.

ALTERNATIVES:

The board could choose not to approve the amendment to extend the contract. This is not recommended, as the Inyo and Mono County LTCs are required to complete a Triennial Performance Audit. Additionally, the Inyo and Mono County LTCs have agreed to jointly fund this project.

OTHER AGENCY INVOLVEMENT:

- (1) County counsel to review and approve the amendment.

- (2) The Auditor to review and approve the amendment.
- (3) Mono County LTC (50% of project funding)
- (4) California Department of Transportation Division of Mass Transportation (regulatory compliance).
- (5) State Controller's Office

FINANCING:

This amendment will not change the contract amount. The contract is encumbered in the Transportation and Planning Budget 504605, Object Code 5265 Professional Special Services.

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>Margaret Kemp-Wilkins</i> Approved: <input checked="" type="checkbox"/> Date <u>07/02/14</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>[Signature]</u> Date <u>7/5/14</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: 7-8-14

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
PMC
FOR THE PROVISION OF CONSULTING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and PMC of Rancho Cordova, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of consulting services dated February 11, 2014, on County of Inyo Standard Contract No. 156, for the term from February 11, 2014 to October 31, 2014.

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

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

1. Paragraph 2 is amended to read as follows:

TERM. The term of this Agreement shall be from February 11, 2014 to October 31, 2014 unless sooner terminated as provided below.

The effective date of this amendment to the Agreement is July 15, 2014.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
PMC
FOR THE PROVISION OF CONSULTING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2014.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

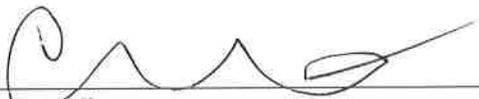
Dated: _____

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

SCHEDULE OF TASKS

The project schedule below shows the general duration of each task for the triennial performance audit. The project will be completed by October 31, 2014.

Task Description	Jan/February	Mar/Apr	May/Jun	Jul/Aug	Sept	Oct
Task 1: Kickoff, Interviews, and Site Visit						
Task 2: Determine Compliance with Statutory Requirements and Prior Audit Recommendations						
Task 3: Verify Performance Indicators						
Task 4: Operator Functional Reviews						
Task 5 Review Formation documents						
Task 6 Prepare Admin Draft and Final Audit Report						
						
				Draft 09/8/14	Final 09/30/14	Presentation



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: Sheriff William Lutze

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Approval of Payment for Sun Ridge Systems, Inc.

DEPARTMENTAL RECOMMENDATION: Request that the Board:

- A) Declare Sun Ridge Systems Inc. as sole source, and
- B) Approve the purchase order and payment to Sun Ridge Systems, Inc. for RIMS annual support services in the amount of \$22,532 from July 1, 2014 through June 30, 2015, pending Board approval of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: In 2006, this office purchased the Jail Records Management and Computer Aided Dispatch System from Sun Ridge Systems, Inc. Each year, we pay a yearly fee for Annual support & maintenance.

ALTERNATIVES: Not approve the purchase order and payment. This is not recommended as we need the maintenance to keep the system up to date.

OTHER AGENCY INVOLVEMENT:

Purchasing
 Auditor

FINANCING: Funding is included in the requested 2014-2015 budget in Budget Unit 022950 CAD RIMS, object code 5265 Professional Services. The Warrant Automation Trust 502202 will reimburse for the JALAN portion of the bill (\$1,700).

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: <u>yes</u> Date <u>6/30/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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

Date: 7/3/14

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.

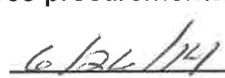
- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

<p>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.</p> <p>RIMS Annual support for 7/1/2014 – 6/30/2015, for our record management system. \$22,532 (\$1,700 is for JALAN, which will be reimbursed by the Warrant Automation Trust).</p>	
<p>DEPARTMENT CONTACT PERSON & TITLE Lt. Eric Pritchard</p>	
<p>DEPARTMENT NAME Sheriff's Department</p>	<p>PHONE 878-0386</p>
<p>REQUESTED SUPPLIER/CONSULTANT NAME Sun Ridge Systems, Inc. (PEID T021067)</p>	<p>SUPPLIER CONTACT PERSON Carol Jackson</p>
<p>SUPPLIER ADDRESS P.O. Box 5071 El Dorado, CA. 95762</p>	<p>SUPPLIER CONTACT'S PHONE NUMBER 530-676-7128</p>

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



Date

President/CEO Approval

Date



Sun Ridge Systems, Inc.
www.SunRidgeSystems.com

PO Box 5071
El Dorado Hills, CA 95762
530-676-7128

Invoice

Date	Invoice #
6/26/2014	3592

Bill To
Inyo County Sheriff Attn: Lauri Harner PO Drawer S Independence, CA 93526

Ship To

P.O. Number	Terms
	Due on receipt

Quantity	Item Code	Description	Price Each	Amount
	Warranty and Sup...	RIMS Annual Support Services - CAD	4,418.00	4,418.00
	Warranty and Sup...	RIMS Annual Support Services - RMS	4,418.00	4,418.00
	Warranty and Sup...	RIMS Annual Support Services - E911	884.00	884.00
	Warranty and Sup...	RIMS Annual Support Services - Mugshot/Digital Imaging	884.00	884.00
	Warranty and Sup...	RIMS Annual Support Services - InCustody	4,418.00	4,418.00
	Warranty and Sup...	RIMS Annual Support Services - Mapping	1,928.00	1,928.00
	Warranty and Sup...	RIMS Annual Support Services - Property Room	562.00	562.00
	Warranty and Sup...	RIMS Annual Support Services - Identix	482.00	482.00
	Warranty and Sup...	RIMS Annual Support Services - Collaborate	803.00	803.00
	Warranty and Sup...	RIMS Annual Support Services - CLETS	1,285.00	1,285.00
	Warranty and Sup...	RIMS Annual Support Services - TIMS	450.00	450.00
	Warranty and Sup...	RIMS Annual Support Services - JALAN	1,700.00	1,700.00
	Warranty and Sup...	RIMS Annual Support Services - Citizen RIMS (pro rated)	300.00	300.00
		Support Dates: July 1, 2014 - June 30, 2015		
		Sales Tax	8.00%	0.00

Please remit to the above address
For Questions please e-mail cubs@sunridgesystems.com

Total \$22,532.00



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 Administrator and Public Works

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Acceptance of ICARE Donation for the Inyo County Animal Shelter Project

DEPARTMENTAL RECOMMENDATION:

Request your Board:

- A. Approve the Inyo County Animal Shelter Donation and Acceptance Agreement between the County of Inyo and Inyo County Animal Resources and Education (ICARE) establishing conditions for ICARE's donation of \$416,000 toward the construction of the Inyo County Animal Shelter Project, and authorize the Chairperson to sign; and,
- B. Accept presentation of the donation from ICARE.

SUMMARY DISCUSSION:

Inyo County Animal Resources and Education (ICARE) has raised \$416,000 in donations to facilitate the construction of a new County Animal Shelter. In anticipation of the funding support from this incredible and generous community partnership, your Board awarded a contract for the construction of the project, in the amount of \$699,960, on July 1, 2014. The total cost of the project is estimated to be \$834,960.

ICARE President, Ted Shade, is prepared to formally present its \$416,000 donation to the County at today's meeting, upon your Board's approval of the Donation and Acceptance Agreement (attached). The Agreement establishes the conditions under which the County will receive the donation from ICARE. Donations of property to the County, including money, are governed by Chapter 6.26 of the Inyo County Code. County Counsel, with Public Works and Administration staff, worked with ICARE to ensure that the Agreement is consistent with County policies and Public Works practices.

ALTERNATIVES:

N/A

OTHER AGENCY INVOLVEMENT:

County Counsel and ICARE

FINANCING:

If accepted, the donation is expected to off-set the \$775,000 in County funds that have been budgeted for this project in the Fiscal Year 2013-2014 County Budget, and in the Fiscal Year 2014-2015 Preliminary Budget. The Auditor-Controller will establish a trust named the "Animal Shelter Donation Trust" to receive the donation and budget and account for its use during the construction of the project. The donation proceeds will be budgeted in the FY 2014-2015 CAO Recommended Budget.

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> <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>07/10/14</u>
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> <i>Cathy Shepherd</i> Approved: <u>yes</u> Date <u>7/10/14</u>
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:  Date: 07-10-2014
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

DEPARTMENT HEAD SIGNATURE:  Date: 7-11-14
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

**INYO COUNTY ANIMAL SHELTER
DONATION AND ACCEPTANCE AGREEMENT (AGREEMENT)**

WHEREAS, Inyo County Animal Resources and Education (ICARE), a California 501(c)(3) nonprofit public benefit corporation, worked collaboratively with the County of Inyo (COUNTY) to raise funds for the construction of a new COUNTY Animal Shelter in Big Pine, California (Shelter); and

WHEREAS, ICARE is prepared to make a donation to the COUNTY, as set forth below, to be applied toward the construction of the Shelter this ___ day of July 2014, subject to the following conditions:

- A. COUNTY is responsible for the construction of the Shelter per the plans and specifications (Plans) approved by the Board of Supervisors on May 13, 2014, which are incorporated into this AGREEMENT by this reference as though set forth fully.
- B. "Construction" shall include all costs associated with the seismic (Alquist-Priolo) study, site preparation and actual work called for under the Plans. Construction of the Shelter shall be completed on or before June 1, 2015.
- C. COUNTY will contribute Three Hundred Seventy-Five Thousand Dollars (\$375,000) toward the construction of the Shelter and will expend those funds prior to the expenditure of any donated ICARE funds.
- D. Within fifteen (15) days of the date of this AGREEMENT, ICARE will make an initial donation of Three Hundred Sixteen Thousand Dollars (\$316,000) to the COUNTY, followed by a second donation in the amount of One Hundred Thousand Dollars (\$100,000) thirty (30) days after the County provides written notification to ICARE that COUNTY has expended Three Hundred Seventy-Five Thousand Dollars (\$375,000) as provided in paragraph C.
- E. ICARE's donations are charitable gifts and shall be used by the COUNTY solely for construction costs associated with the Shelter. In no case shall any funds contributed by ICARE be used for the construction of the "Deductive Option" set forth at page 9 in the Plans.
- F. COUNTY shall bear sole responsibility for all costs of Construction over and above ICARE's total donation of Four Hundred Sixteen Thousand Dollars (\$416,000).
- G. COUNTY will provide in the Shelter's Waiting Room/Hallway (*as shown in Plans, Sheet 5*) a wall on which ICARE, at its sole responsibility and expense, will permanently acknowledge donors consistent with its agreement with the donors in a form that satisfies the expectations of ICARE and the COUNTY. ICARE's cost for the creation of the acknowledgement to be affixed to the wall shall be an in-kind donation to the COUNTY.
- H. COUNTY will cooperate with ICARE in any construction necessary to affix the acknowledgement on the wall described in paragraph G.
- I. Any ICARE contributions not used for Shelter construction shall be returned to ICARE within thirty (30) days of the occupancy and operation of the Shelter, or by July 1, 2015, whichever occurs first.
- J. Notwithstanding any provision to the contrary in this Agreement, the parties agree that their relationship with respect to the donation contemplated herein is one of donor and donee only, and no provision of this Agreement shall be construed to create any other type of status or relationship between the parties with respect to such donation.

NOW THEREFORE:

- 1. ICARE affirms its intent to donate funds as set forth herein above.
- 2. COUNTY accepts the donation of funds subject to the conditions as set forth herein above.

Dated: July ____, 2014

ICARE

By: _____
Theodore D. Schade
President

COUNTY

By: _____
Richard Pucci
Chairman of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 18
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: County Administrator – Parks & Recreation

FOR THE BOARD MEETING OF: July 15, 2015

SUBJECT: Proposed Request For Proposals for operation of Tecopa Hot Springs Campground and Pools

DEPARTMENTAL RECOMMENDATION:

Request your Board consider and provide direction to staff regarding the issuance of the proposed Request for Proposals (RFP) to operate the Tecopa Hot Springs Campground and Pools.

SUMMARY DISCUSSION:

The County leases 40-acres of land from the Federal Bureau of Land Management (BLM) in Tecopa, California, on which there are several County improvements including: 250 dry campsites (105 have electrical hookups); four (4) restroom facilities; two (2) bathhouses with showers; a community center; a 2-acre sewage evaporation treatment pond; and, an R.V. dump station.

Since 2004, the County has relied upon a concessionaire, California Land Management (CLM) to operate the pools and campground under a concessionaire agreement. The initial term of the agreement expires on October 1, 2014, and CLM has notified the County that it does not intend to exercise its option for an additional five (5) year term. In years prior to the concessionaire agreement, the County operated the campground and pools. The County collected a fee at the campground but the pools were open to the public, free of charge, 24-hours a day.

The concessionaire arrangement was intended to alleviate the need for daily County oversight of the facilities, and reduce associated expenses in the budget. The concessionaire agreement required that the contractor be responsible for all facility maintenance, upkeep, upgrades and improvements. However, while the agreement did eliminate County expenses associated with operating the campground and pools, it was not as successful in alleviating the need for County provide certain facility maintenance. The concessionaire did very little with regard to maintenance, upkeep, upgrades and improvements and, in fact, the County was asked on several occasions to provide maintenance support to both the pools and the campgrounds.

Based on the County's experience with the current concessionaire agreement, it is imperative that, if your Board chooses to entertain proposals to operate the campground and/or pools, it only consider entering into a new concessionaire agreement with an operator that will bring demonstrated value to the facilities and the community. In other words, the County should resist the temptation to contract with anyone submitting a proposal or feel compelled to choose from amongst inadequate proposals. The proposed RFP has been developed with this need in mind. And, if the County identifies an acceptable concessionaire, the resulting contract must also written and managed in a way that specifically outlines responsibilities so that County and the community do not end up with a further dilapidated facility.

On May 22, 2013 and June 10, 2014, staff traveled to Tecopa to meet with residents and business owners interested in the baths, and listen to their concerns and ideas about the current operations under the concessionaire agreement. While it is difficult to say these discussions resulted in a well-defined community consensus concerning how the pools should be operated in the future, several key themes emerged. Community members expressed frustration that the operator:

- Restricted the use of the baths to certain hours of the day;

- Charged locals a fee for use; and,
- Encouraged use of the facility by tour busses to the exclusion of local residents and facility cleanliness.

The RFP has been developed to address these and other issues by evaluating how the respondent intends to respond to concerns expressed by the community concerns. The RFP also provides for evaluation of responses by the community.

CLM will no longer operate the facility as of October 1st. And, there is uncertainty (should your Board proceed with issuing the RFP) that the RFP will result in identifying a reliable operator for the facilities that will meet the County's needs or, should a satisfactory operator be identified, the new concessionaire be operational by October. Therefore, staff is evaluating interim plans for the operation of the campground and pools. These include:

- The County could hire temporary staff to cover the operations of the pools and/or campgrounds to be supervised by existing County staff already working and familiar with the operation of the pools and campground. The cost of this option would probably be in the range of \$10,000 assuming the need does not extend beyond three-months;
- Community members have expressed an interest in volunteering to keep the pools open, and this option is being explored in conjunction with Risk Management; or;
- The County could also consider temporarily closing the facilities until a permanent solution is developed.

Issuance of the RFP does not create obligations to proceed on the part of the County. If the RFP does not result in proposals that meet the County's needs, the County need not pursue any of the proposals further.

ALTERNATIVES:

As presented to your Board at the workshop on June 10, 2014, in addition to issuing the RFP, your Board could direct that:

- A. The County resume operation of the pools and campground. This alternative is preliminarily estimated to cost \$100,000 per year in personnel, and services and supplies costs; plus between \$250,000 and \$350,000 for deferred maintenance projects. Some of the deferred maintenance might be spread over several years, and implemented in phases. This alternative could include the pools being open 24 hours per day free of charge; or with operating hours, either free or for a fee.
- B. The County decommission the campground and deconstruct the dilapidated or nuisance inducing pool structures, and operate the pools as a free County park. This alternative would still require an estimated budget of \$40,000 to pay for personnel and supplies to maintain to pools, and an unspecified amount of decommissioning costs. Under this scenario, the pools would be operated as a park and free-of-charge to the public.
- C. The County close the pools and campground.

However, these alternatives will best be evaluated against any proposals that might be forthcoming to operate the pools through a concessionaire agreement.

Although County policy requires that Requests For Proposals be reviewed and approved by the County Administrator and County Counsel prior to issuance, the opportunity for the RFP to result in proposals that best meet the County's needs relative to the alternatives described above, as well as the anticipated discussion that the issuance of this RFP is expected to generate in the Tecopa community, dictates its presentation to your Board for approval.

Your Board can request changes to the Request For Proposals, or direct that it not be issued. The latter option, however, is not recommended since issuing the RFP does not commit the County to any further action, but does provide the County means of gauging efficacy of the other alternatives available to the County for the operation of the pools and campground.

OTHER AGENCY INVOLVEMENT:

The County leases the property on which the pools and campground are located from the BLM. This RFP was developed with consideration of input from the Tecopa community. Cost estimates for various aspects of operations and improvements were developed by Parks & Recreation and Public Works staff.

FINANCING:

There is no cost associated with issuing the RFP or reviewing associated responses.

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: 7/10/14

REQUEST FOR PROPOSALS

CONCESSION & CAMPGROUND OPERATION AND MAINTENANCE **TECOPA HOT SPRINGS CAMPGROUND**

Inyo County (the "County") is seeking an experienced concessionaire to operate the **Tecopa Hot Springs Campground**. The campground is located on a 40-acre Bureau of Land Management lease in southeastern Inyo County, just south of Shoshone, California, and within a short drive from Las Vegas, Nevada. Any concessionaire selected to operate the campground will be expected to execute a Concession Agreement (sample attached) with the County.

Inyo County Parks and Recreation is the County Department responsible for oversight of the facility, and will administer the Concession Agreement. The goal of the County is to enhance the campground's capacity to serve as a day-use and overnight recreation center that offers facilities for a variety of quality recreational programming to both the local community and visitors to the area.

Parties interested in being considered for operating the **Tecopa Hot Springs Campground** must submit a Proposal in accordance with the instructions contained herein.

SETTING

Tecopa Hot Springs Campground is located in a beautiful desert setting complimented by mineral hot spring baths. It is located along Highway 127 on Tecopa Hot Springs Road just south of the town on Shoshone and neighbors Death Valley National Park and Las Vegas, Nevada. The campground is a popular campground for visitors to the southeastern part of Inyo County.

The park is 40-acres in size, and has approximately 250 dry campsites of which 105 have electrical hookups. None of the sites have water. The campground features four (4) restroom facilities; two (2) bathhouses with showers; and, a Community Center. Interior roads are not paved, and the campground has some trees. The site also includes a two-acre sewage evaporation treatment pond, and an R.V. Dump Station.

The County will continue to be the sole operator of the Community Center, County Library, sewage evaporation pond facilities that are located on the 40-acre site.

As part of their submittals, proposers are encouraged to include details of their plans to make improvements to, and modernize the camping and pool facilities, including the separate men's and women's bathhouses.

The hot springs pools, including separate men's and women's bathhouses are currently open for a fee, with nude bathing required. The County is interested in considering alternate proposals that would make the pools and bathhouses free to the public (as they were when the County operated the campground). At a minimum, any proposal must detail a discounted fee schedule for local, year-round residents of the Tecopa and Shoshone communities.

The campground is governed in accordance with Inyo County ordinances 1024 and 1038, attached. The County is prepared to work with the concessionaire to modify the County Code in an effort to facilitate operational changes, bathhouse fees, returning to free baths, raising camping fees, reducing campground size, and changing the hours of operation of the bathhouses. Any changes to the County Code as it relates to the Tecopa Hot Springs Campground that may be desired by the proposer should be identified in the proposal. County staff will review the proposed Code changes and, as part of any Concession Agreement negotiations, indicate if they can be recommended to the Board of Supervisors for consideration. The County will endeavor to have the Board consider enactment of any proposed ordinance changes in coincidence with the Board's consideration of the Concession Agreement. However, it is understood that any obligations of the Proposer pursuant to this proposal may be contingent upon the Board of Supervisors amending the County Code to reflect proposal revisions finally negotiated afterward.

The selected concessionaire will be expected to implement site improvements. An existing site plan is attached as Exhibit A. The County will look favorably upon those proposals that include a site improvement concept plan (for example, new restrooms, bathhouse remodel, full hookups, reconfiguring the site to allow pull-throughs, play area for children, etc.) Please include your site improvement concept plan, and timeline for build out. The proposed site improvement process can be proposed to be completed in phases that will be identified in the Concession Agreement.

The winning proposer must also offer recyclable material collection area(s) within the campground that can be accessed by the greater Tecopa-Shoshone community.

TERMS OF CONCESSION AGREEMENT

The Concession Agreement may be offered for a term of five (5) years from the date of commencement, with the option to renew the agreement for two (2) successive terms of up to five (5) years each subject to the conditions stated in the attached agreement.

The proposer is responsible for making all appropriate investigations affecting their proposal. Information provided in this section is for general background only, and is not to be relied upon for decision-making purposes. Failure of the proposer to make all appropriate investigations shall not discharge or constitute a waiver of any term or condition of the Concession Agreement. Submission of a Proposal shall be interpreted as conclusive evidence that the Proposer has made all such investigations.

INSTRUCTIONS

A. Procedures:

Proposals are being solicited, pursuant to this Requested For Proposal, and must be submitted according to these instructions. Sealed Proposals will be received at the County of Inyo Administration Center, Parks and Recreation Department, 163 May Street, Bishop, California 93514, **until 3:00 p.m. August 30, 2014**. At this time, Proposals will be publicly opened. The opening will be followed at some subsequent time by an evaluation, which may include a community review team. If a qualified proposer is identified, operating terms and conditions will be negotiated and finalized. The winning proposer and the County will enter into a Concession Agreement. The process will end with a recommendation to the Board of Supervisors for its selection of a Concessionaire.

1. Where to Submit Proposals. Submit one (1) original proposal. If mailed, the sealed Proposal must be enclosed in a large mailing envelope labeled **“Tecopa Hot Springs Campground”** and addressed to: County of Inyo Parks & Recreation, 163 May Street, Bishop, California 93514, by the time of Proposal opening shown above. Proposals must be actually received by County **at or before 3:00 p.m. August 30, 2014** to be considered.

2. Interpretation of Documents and Addenda. Each proposer must carefully examine the requirements and conditions expressed in the attached documents and request, in writing, any additional information needed prior to the time of submitting the proposal. If any proposer finds any discrepancy or omissions from the proposal documents, or has any other questions concerning this RFP or his or her proposal, a written request for interpretation must be submitted by mail to the Inyo County Senior Deputy County Administrator at 163 May Street, Bishop, CA 93514, or email to: phennarty@inyocounty.us.

The County is not responsible for, and no proposer may rely upon, any explanation or interpretation obtained in any other manner. Any changes or modifications to this RFP shall be issued in the form of addenda to all known potential proposers.

Addenda prepared for this *Request for Proposals* will be mailed to all parties listed, as requesting a copy of this *Request for Proposals*, at least five (5) days

prior to the Proposal opening date. This practice shall be observed even if the Proposal opening date is postponed.

3. Site Visitations and Discussion. A site visitation for interested parties can be scheduled. For appointments, contact Pam Hennarty at (760) 878-0460.

4. Withdrawal of Proposals. Proposals may be withdrawn only in person by the Proposer, prior to the time set in the advertisement for the opening of Proposals. The proposal shall remain valid and enforceable and may not be withdrawn for 90 days after the proposals are opened.

5. Rejection of Irregular Proposals. Proposals not meeting the requirements of the RFP may be rejected by the County as non-responsive. The County reserves the right to waive any irregularities, technicalities, or informalities in any Proposal, and to reject any or all Proposals without cause.

6. Review of Proposals. Following the opening, all proposals will be reviewed by the County Administrator or a designee of the County Administrator. In addition, it is likely a committee of community residents will review and comment of the proposals prior to the proposals being reviewed by staff and recommended to the Board of Supervisors.

7. Oral Presentations. Any proposer may be required, at County's option, to make public and/or private oral presentations to elaborate on the written proposal. These presentations may be held before or subsequent to the preliminary evaluation of the proposals. The County will notify each such proposer of the scheduled time and location of their presentation.

B. Forms:

Proposals shall be submitted as one original on County forms where provided, and in accordance with these instructions. Extra sheets may be added to provide other information.

1. Proposal Form: Proposer shall insert proposed figures and execute this Form. Other forms to be submitted are attachments to this Proposal Form.

a. Annual Payment. Proposer shall specify annual fees it will pay under the contract. Fees should be specified as the greater of a flat annual payment or percentage of gross income. County will consider accepting no or a minimal payment for an initial term of the contract followed by an increased payment for the remainder of the contract term. For example, the proposal might state: Concessionaire will pay as an operated fee for an initial period ____ years, \$____ annually or ____% of gross income, whichever is greater. Concessionaire will pay as an operation fee for the remainder of the contract term, \$____ annually or ____% of gross income, whichever is greater.

The payment shall be sent to:

Inyo County Parks & Recreation
163 May Street
Bishop CA 93514

The County is willing to consider forgoing some or all payments depending on (1) the scope of improvements proposed as part of the site improvement concept plan; and (2) proposals that propose to keep the pools open to the public free of charge.

2. Attachments. Each of the following forms, either provided by the County or developed by proposer as indicated below, must be attached to and is a part of the Proposal Form.

a. Pro Forma Income and Cash Flow Statement. Proposer shall prepare, or have prepared, a projection of revenues and expenditures anticipated from the proposed activities. Expenditures must clearly reflect projected payment to the County. The statement must show year-by-year projections for the five (5) years of the Agreement.

b. Statement of Personal History and Experience. Proposer shall provide, on the Form attached (PA 1), a statement of personal history and experience covering the owner, owners, directors and/or corporate officers who will be actively involved in the management of the facility. The proposer, or "Principal", must have at least ten (10) years of experience in the overall management of a comparable operation.

c. Insurance and Bonding. Proposer shall include letters from an insurer and bonding company stating that the insurer and bonding company have reviewed the attached Agreement and can and will provide the required insurance and bonding if proposer is awarded the Agreement (*No County form*).

d. Agreement Language Changes. Proposer shall provide the specific language of any proposed changes to the attached Concession Agreement together with a written explanation of each change proposed. The County, at its sole discretion, shall approve or reject each proposed change (*No County form*).

e. Statement of Financial Condition. Proposer shall provide financial information as called for in the attached "Statement of Financial Condition" Form (PA 3). Significant weight will be given to such financial information in the selection process.

f. List of Proposed Operational Methods and associated Charges. Proposer to list proposed operation plan and associated charges for all potential methods of operation as listed below including preference for all items listed. (*No County form*).

- i. Traditional Operations – Operate pools and campgrounds on a fee for service basis

- ii. Historical Operations – Operate pools as an open/free community park while operating the campground on a fee for service basis
- iii. Modified Operations – Operate the pools and campground on a fee for service basis with reduced campground size and discounts for year-round community residents.

g. Required Special Considerations – Please describe the proposed operational specifications related to the following (*No County form*):

- Tour Bus Groups or groups in excess of ## persons. Describe scheduling, fee and maintenance procedures.
- Local Access and Fees
- Hours of Operation and Potential Seasonal Changes

h. Improvement and Maintenance Plan – Please describe the proposed specifications related to the following (*No County form*):

- Capital Upgrades at campgrounds and pools
- Maintenance Plan for campgrounds and pools

i. Other Information. In this section, Proposer may provide any other information, ideas or exhibits (*No County form*).

j. Checklist of Endorsements and Attachments. On the Form (PA 4) attached, Proposer shall check items included in Proposal.

***** All information, documents, drawings, and other materials ***** submitted as part of a Proposal, shall become property of the County. Return of any material is solely at the discretion of the County. Proposals are subject to release pursuant to the Public Records Act.

BASIS OF AWARD

In seeking a concessionaire to operate the **Tecopa Hot Springs Campground**, the County desires to provide the public with high quality service and facilities in an atmosphere compatible with the natural, rural setting of the campground and the surrounding environment.

The County is interested in improving the site by including new restrooms, remodeled bathhouses, electrical, water and sewer hookups, and a play area for children. Included with the Request for Proposal is a copy of the existing site map. Please provide a concept plan highlighting your proposed site improvement plans and a project time schedule.

The County is interested in enhancing the campground's attraction as a convenient and comfortable accommodation for recreational users. The Tecopa Hot Springs Campground allows stays of up to six (6) months.

The site has tremendous potential and it is the County's plan to allow a concessionaire to develop and make needed site improvements such as remodeling the existing men's and women's bathhouses, remodeling the existing four (4) restrooms located in the campground, adding pull through spaces in the campground for larger R.V.'s, upgrading electrical hookups, possibly adding water and sewer hookups, and developing a children's play area.

The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer (including principals). Award of an Agreement will be based on both objective and subjective comparison of Proposals and Proposers. Information being solicited from Proposers is intended to provide the County with adequate knowledge of Proposers and Proposals so that the County can judge the relative merits of each of the Proposals. Evaluation of Proposals will be based on the items listed below. Except for (a) payments to the County or operation of pools and bathhouses free of charge, and (b) proposed facility enhancement concept plan, which shall bear heavier weight, the order of the following items is not intended to portray any ranking of the relative importance of any item.

<u>ITEM & PERCENTAGE WEIGHT</u>	<u>CONSIDERATION</u>
Facility Enhancement Concept Plan (25%)	Merit of facility enhancement proposal and additional idea
County Payments or Free Use of Pools (25%)	Amount of annual payments relative to compatibility and effect on basic operation, and proposed length of contract and options; and/or proposal to operate pool and bath houses free of charge.
Background (10%)	Amount of experience (breadth and length); comparability to proposed operations.
Financial Capability (15%)	Adequate financial strength to handle overruns; sufficient reserve to cover start-up and expansion plans, and sustain possible losses; financing method, (debt vs. equity), availability of immediate funds and back-up funding.
Insurance and Bonding (5%)	Strength of issuing company and ability to secure.
Pricing, Staffing Hours (15%)	Capability to meet operating demands; service vs. cost to patron (price vs. value) and compatibility with campground

	operations. Proposed community hours and pricing.
Tour Bus / Group Prohibition (5%)	Proposals that prohibit or limit tour bus and large group use vs. adequacy of proposed tour bus and large group policies.
Thoroughness of Bid (5%) (Note: proposals deemed Incomplete may be failed)	Completeness of proposal and ability to respond to the requirements stipulated by the County.
Community Input	Although not weighted, staff consider comments made by the community review panel as part of its scoring, and the Board of Supervisor will consider public comments prior to any award of contract.

DRAFT

**CHECKLIST FOR PROPOSAL
DOCUMENTS**

One (1) original of each of the following documents shall be submitted.

(Tabbed dividers would be helpful, but are not required)

1. Proposal Form
2. Pro Forma Income and Cash Flow Statement
3. Statement of Personal History and Experience
4. Insurance and Bonding
5. Agreement Language Changes
6. List of Charges
7. Attached County Forms which must be used
8. Checklist of Enclosures
9. Other information

***** All materials submitted become the property of the County *****

CONTACT PERSON: Pam Hennarty, (760) 878-0460 phennarty@inyocounty.us
www.inyocountycamping.com

DRAFT



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: Integrated Waste Management Program

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Consideration of and direction to staff regarding a request from the Friends of the Mount Whitney Fish Hatchery to waive the green waste gate fees for the Mount Whitney Fish Hatchery monthly green waste clean-up.

DEPARTMENTAL RECOMMENDATION:

Request that your Board consider and provide direction to staff regarding a request by the Friends of the Mount Whitney Fish Hatchery to waive the gate and disposal fees for green waste disposal at the Independence Landfill once per month for green waste clean-up at the Mount Whitney Fish Hatchery.

SUMMARY DISCUSSION:

The Friends of the Mount Whitney Fish Hatchery, a 501c3 corporation, is requesting a waiver of landfill disposal fees for green waste disposal resulting from its care of the grounds of the Historic Mount Whitney Fish Hatchery. The Friends of the Mount Whitney Fish Hatchery indicate that, once per month, the California Department of Forestry crews clean the landscape around the Mount Whitney Fish Hatchery and generate 4 to 8 "loads" of green waste monthly.

County Municipal Code Section 7.10.080 D provides, "In the event of a declared local, state or federal state of emergency, or to alleviate threats to the public health or safety, the board of supervisors may by resolution waive solid waste disposal fees for classes of persons affected by the emergency or threat to public health or safety."

Because of the existence of ongoing proclamations of local emergencies, including current drought conditions, and due to the historic nature of the Mount Whitney Fish Hatchery your Board could make the findings to waive the fees for a period of time in an effort to maintain a fire safe barrier around the facility.

The gate fee for the first 3 yards of green and wood waste is \$5 and \$2 for each additional yard per load. The historical charge to the Friends of the Mount Whitney Fish Hatchery is approximately \$20 per month.

ALTERNATIVES:

While your Board could consider a waiver of fees for a specified amount of time or up to a specified dollar amount, in light of the County's ongoing partnership with the Friends of the Mount Whitney Fish Hatchery to preserve this historic property and valuable tourist attraction, it may be more appropriate for your Board to direct that the County pay the green waste disposal charges incurred by the Friends of the Mount Whitney Fish Hatchery up to a specified dollar amount; e.g., \$300 per year.

Additionally, your Board could choose to not waive these fees.

OTHER AGENCY INVOLVEMENT:

Friends of the Mount Whitney Fish Hatchery

FINANCING:

There is a minimal amount of revenue that will be lost as a result of the waiver of these fees. Similarly, should your Board elect to pay the disposal charges as part of its ongoing partnership, the expense will be minimal and could be paid out of several County budget units.

BISHOP AIRPORT AIRPORT LAYOUT PLAN UPDATE AND NARRATIVE REPORT

JULY 15, 2014



The Team

County of Inyo

Wadell Engineering Corporation

Mountain Studio



Study Purpose

- ◆ **Update the Inventory of Facilities**
- ◆ **Establish New Forecasts of Demand**
- ◆ **Determine New Facility Needs**
- ◆ **Plan & Depict Facilities To Meet FAA Standards**
- ◆ **Prepare 20-Year Capital Improvement Program**
- ◆ **Provide an Updated Narrative Report**



Study Considerations

- ◆ Existing Facilities Condition
- ◆ Runway / Taxiway Development
- ◆ Hangar Development
- ◆ Aviation Industrial / Commercial
- ◆ Fire Fighting Facilities
- ◆ Military & Large Transient Aircraft
- ◆ Weather Alternate / Commercial Use
- ◆ FAA & State Funding



Northern Inyo Airport Advisory Committee Initial Comments/Questions

- ◆ I have concerns with the runway paving project.
- ◆ We need a program to maintain the airport. Is this fundable by the FAA?
- ◆ The thing that bothers me is I've seen 3 of these Master Plans and then nothing happens.



Future Meetings

- ◆ **No. Inyo AP Advisory Committee**
- ◆ **City of Bishop**
- ◆ **Inyo County Board of Supervisors**





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
21

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Filling Vacant Engineering Assistant I

DEPARTMENTAL RECOMMENDATIONS:

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

- A) The availability of funding for the requested position comes from the Roads Budget, as certified by the Public Works Director, and concurred with by the County Administrator and the Auditor-Controller,
- B) Where the county has recruited and has an existing eligibility list that has been created.
- C) Approve the hiring of one Engineering Assistant I at Range 71 (\$4,319 - \$5,250).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

There are currently two authorized Engineering Assistant positions in the Road Department. Due to retirements, one has been vacant for nearly a year and the second will become vacant at the end of July. We are requesting that one of these positions be filled from a current, unexpired eligibility list. It is important to fill this position to relieve some of the workload and to improve the continuity of the department. This position will help the Public Works Department get projects out the door in a more timely manner.

ALTERNATIVES:

The Board could decide not to approve the request. This is not recommended, as the position is allocated, there is a demand for the services.

OTHER AGENCY INVOLVEMENT:

CAO
 Personnel Department for recruitment
 Auditor

FINANCING:

This position is fully funded by the Road Budget, 034600 and is currently included in the FY2014-2015 Preliminary Budget and requested in the FY 2014-2015 Road Budget.

APPROVALS	
COUNTY ADMINISTRATIVE OFFICER:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by CAO 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: <u>yes</u> Date <u>7/8/14</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>7/8/14</u>

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 7/10/14
(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 Schedule time for Closed Session Informational

FROM: Public Works/Road

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Ratification of cost over runs.

DEPARTMENTAL RECOMMENDATIONS:

Your Board is asked to ratify the Department of Public Works expending money in excess of the amount approved for vehicle and equipment repair parts and tires in the 2013-2014 Road Budget 034600 on blanket purchase order P41252 and under its Purchasing Policy authority as follows:

Vendor	Authorized Amount	Requested Ratified Increase
Steve's Auto [Purchase Order P41252]	\$20,000.00	\$ 3,000.00
Silver State International	\$10,000.00	\$7,000.00

SUMMARY DISCUSSION:

The Road Department normally requests blanket purchase orders for various parts vendors. The blanket purchase order expedites repairs since the time of issuing a purchase order, which normally takes several days, is not needed for each purchase. The issuance of a blanket purchase order does not negate the requirements of getting verbal or written quotes for the individual purchases, in accordance with the County Purchasing policy. The anticipated repair expenses were higher than expected due to storm damage in the southeastern portion of the County and higher than normal equipment repair costs.

ALTERNATIVES:

Your Board could choose not to authorize the issuance of blanket purchase orders or modify the amounts of the blanket authority. In the event that the blanket purchase orders are not issued, the procedure of getting purchase orders for the individual purchases would be used. The effect would be to increase the down time for the vehicle and equipment that need parts for repairs.

OTHER AGENCY INVOLVEMENT:

Purchasing, Auditor Controller

FINANCING:

Included in the 2013/14 Fiscal Year Budget, 034600, Road, Object Codes 5112 Safety, 5173 Maint of Equip. Parts, 5199 Maint. Of Structures, 5232 Office & Other Equip., 5301 Small Tools, and 5311 General Operating Expense.

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>07/02/14</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>7/8/14</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: Cobd Qes Date: _____
(Not to be signed until all approvals are received)

SORT ORDER: OBJECT within BUDUNIT within FUND

SELECT BUDGET UNIT: 034600 ; OBJECT: 5000-5999
 BUDGET: WORKING; OBJECT AND BUDGETS SHOWN

FUND	FUND	Title	BUDUNIT	BUDUNIT Title			Director	
=====	=====	=====	=====	=====	=====	=====	=====	
0017	ROAD		034600	ROAD				
OBJECT	OBJECT	Description	Budget	This Month	To - Date	Before Commitments	Open Commitments	Balance
=====	=====	=====	=====	=====	=====	=====	=====	=====
5001	SALARIED EMPLOYEES		1849,680	274,952	1599,780	249,900	0	249,900
5003	OVERTIME		171,186	3,590	162,185	9,001	0	9,001
5004	STANDBY TIME		10,635	900	7,165	3,470	0	3,470
5005	HOLIDAY OVERTIME		0	0	0	0	0	0
5012	PART TIME EMPLOYEES		64,921	0	1,141	63,780	0	63,780
5021	RETIREMENT & SOCIAL SECURITY		153,263	20,775	135,553	17,710	0	17,710
5022	PERS RETIREMENT		423,164	63,053	366,705	56,459	0	56,459
5025	RETIREE HEALTH BENEFITS		106,248	0	88,540	17,708	0	17,708
5031	MEDICAL INSURANCE		401,172	64,403	379,544	21,628	0	21,628
5032	DISABILITY INSURANCE		17,654	2,644	17,327	327	0	327
5034	EDUCATION REIMBURSEMENT		0	0	0	0	0	0
5042	SICK LEAVE BUY OUT		13,995	0	13,994	1	0	1
5043	OTHER BENEFITS		36,392	2,540	32,779	3,613	0	3,613
5044	SEPARATION INCENTIVE PLAN		0	0	0	0	0	0
5111	CLOTHING		0	0	0	0	0	0
5112	PERSONAL & SAFETY EQUIPMENT		15,500	958	7,890	7,610	215	7,395
5113	PERSONAL SUPPLIES		0	0	0	0	0	0
5121	INTERNAL CHARGES		0	0	0	0	0	0
5122	CELL PHONES		3,840	0	1,258	2,582	0	2,582
5123	TECH REFRESH EXPENSE		3,354	0	2,516	839	0	839
5124	EXTERNAL CHARGES		243,839	12,322	170,960	72,879	0	72,879
5125	FINANCIAL SYSTEM CHARGES		0	0	0	0	0	0
5128	INTERNAL SHREDDING CHARGES		171	0	0	171	0	171
5129	INTERNAL COPY CHARGES (NON-IS)		1,859	407	773	1,086	0	1,086
5152	WORKERS COMPENSATION		84,520	0	70,433	14,087	0	14,087
5154	UNEMPLOYMENT INSURANCE		5,000	0	1,870	3,130	0	3,130
5155	PUBLIC LIABILITY INSURANCE		49,708	0	41,423	8,285	0	8,285
5171	MAINTENANCE OF EQUIPMENT		33,850	1,851	19,961	13,889	4,469	9,420
5173	MAINTENANCE OF EQUIPMENT-MATER		205,000	26,144	157,994	47,006	27,956	19,050
5175	MAINTENANCE - FUEL & LUBRICANT		397,200	30,406	318,099	79,101	0	79,101
5177	MAINTENANCE OF COMPUTER SYSTEM		0	0	0	0	0	0
5178	MOTOR POOL FUEL		0	0	0	0	0	0
5184	MAINTENANCE - SHERIFF		0	0	0	0	0	0
5191	MAINTENANCE OF STRUCTURES		2,000	254	449	1,551	0	1,551
5199	MAINT OF STRUCTURES-MATERIALS		3,000	215	1,799	1,201	598	604
5211	MEMBERSHIPS		0	0	0	0	0	0
5231	COURT PRINTING COSTS		0	0	0	0	0	0
5232	OFFICE & OTHER EQUIP < \$5,000		12,600	1,031	6,603	5,997	1,984	4,014
5235	COURT LAW LIBRARY		0	0	0	0	0	0
5253	ACCOUNTING & AUDITING SERVICE		0	0	0	0	0	0

SORT ORDER: OBJECT within BUDUNIT within FUND

SELECT BUDGET UNIT: 034600 ; OBJECT: 5000-5999
 BUDGET: WORKING; OBJECT AND BUDGETS SHOWN

FUND	FUND Title	BUDUNIT	BUDUNIT Title			Director	
=====	=====	=====	=====			=====	
0017	ROAD	034600	ROAD				
OBJECT	OBJECT Description	Budget	This Month	To - Date	Before Commitments	Open Commitments	Balance
=====	=====	=====	=====	=====	=====	=====	=====
5260	HEALTH - EMPLOYEE PHYSICALS	2,500	114	1,256	1,244	0	1,244
5263	ADVERTISING	2,500	0	165	2,335	0	2,335
5265	PROFESSIONAL & SPECIAL SERVICE	420,466	93,450	318,888	101,578	295,417	-193,839
5281	RENTS & LEASES-EQUIPMENT	382,000	827	375,199	6,801	0	6,801
5291	OFFICE, SPACE & SITE RENTAL	30,225	2,440	27,921	2,304	25	2,279
5301	SMALL TOOLS & INSTRUMENTS	11,600	865	9,190	2,410	1,298	1,111
5309	ROAD MATERIALS	425,000	13,365	352,414	72,586	2,700	69,886
5310	ROAD SIGNS & PAINT	35,000	4,904	27,141	7,859	0	7,859
5311	GENERAL OPERATING EXPENSE	75,800	35,179	65,618	10,182	1,893	8,289
5315	COUNTY COST PLAN	476,115	0	396,763	79,353	0	79,353
5323	EMPLOYER REIMBURSEMENTS	0	0	0	0	0	0
5331	TRAVEL EXPENSE	95,594	4,063	87,418	8,176	0	8,176
5333	MOTOR POOL	1,358	0	290	1,068	0	1,068
5351	UTILITIES	77,614	8,663	58,953	18,661	523	18,139
5499	PRIOR YEAR REFUNDS	0	0	0	0	0	0
5650	EQUIPMENT	777,500	0	562,566	214,934	159,541	55,393
	** TOTAL EXPENSE ACCOUNTS **	7123,023	670,315	5890,522	1232,501	496,620	735,882



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

23

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Wilder Barton, Inc. Lease Agreement for Main Office Building at Lone Pine Airport

DEPARTMENTAL RECOMMENDATIONS: Approve one year lease with Wilder Barton, Inc. for office space at the Lone Pine Airport. As compensation for the leased space, Wilder Barton, Inc. will provide an office and pilots lounge 8 hours per day, 5 days per week; provide assistance and fueling during office hours; and provide on-call fueling services.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The previous operator of the Town Water Systems, Owenyo, Inc., was also the Fixed Base Operator (FBO) for the Lone Pine Airport. Under the previous arrangement, the FBO collected and retained all revenue generated at the Lone Pine Airport. In exchange, they provided an office presence and pilots lounge, provided fuel service, and were required to perform all airport maintenance except for major repairs. This arrangement was functional for many years. However, the airport now has a substantial amount of preventative maintenance items that need to be attended to.

The revenues generated from the airport do provide a level of funding that will allow preventative maintenance to be performed by the County. This preventative maintenance will be at a higher level than has been the case over the last several years. However, the funding would not support providing open office hours, a pilots lounge and regular fueling services.

To solve this problem, County staff has approached Wilder Barton, Inc., the new contract operator of the Town Water Systems, who needs an office presence in south County to determine if a mutually beneficial arrangement could be found. The outcome of those discussions were that Wilder Barton, Inc. would be willing to have an office presence and provide a pilots lounge and provide fueling services, including on-call, after hours fueling, in exchange for occupancy of the main office building at the Lone Pine Airport. Staff is recommending that this be entered into as a one year contract to ensure that it achieves what is anticipated.

ALTERNATIVES:

1. Not enter into the agreement. County would provide maintenance services but would be unable to man the airport on more than a one to two day per week basis.
2. Direct staff to solicit proposals for a Fixed Base Operator

OTHER AGENCY INVOLVEMENT:

Agenda Request Form
Board meeting of July 15, 2014
Subject: Wilder Barton, Inc. Lone Pine Airport Lease.

FINANCING:

There would be no cost nor revenue associated with the lease. However, if the County were to provide office hours 8 hours per day, 5 days per week, the least expensive way to do so would be to utilize two appropriately trained A-PAR employees. The cost of this would be approximately \$2800 per month. Based on recent lease rates for facilities in Lone Pine in much better condition, the value for this lease would be at the very most \$750/month. This demonstrates that the value of services provided is certainly equal to or greater than the value of the lease space.

Unlike the previous FBO agreement, the County would receive gross revenues of approximately \$150,000 per year. Of this approximately, \$107,000 would go toward fuel purchases. This would leave between \$40,000 and \$45,000 per year of new revenue available for operations and maintenance of the Airport.

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.)

Margaret Kemp Williams

Approved: Date 07/07/14

AUDITOR/CONTROLLER

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

[Signature]

Approved: yes Date 7/8/2014

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: 7/8/14

COUNTY OF INYO
LONE PINE AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE

THIS LEASE AGREEMENT, made and entered into this 15th day of JULY 2014, by and between Wilder Barton, Inc., hereinafter referred to as "Lessee," 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 Clint G. Quilter, whose title is Public Works Director, hereinafter referred to as "County's Lease Administrator" and on behalf of Lessee by Ken Wilder.

SECTION TWO. LEASED PREMISES.

County hereby leases to Lessee the real property (hereinafter referred to as "Leased Premises") located at the Lone Pine Airport (hereinafter referred to as "Airport"), County of Inyo, State of California, and described more particularly as: Main office building

SECTION THREE. INITIAL TERM AND OPTIONS.

The initial term of the Lease will be for 12 months beginning July 16, 2014 and continuing through and including July 15, 2015. In addition to the initial term, there will be four (4) options to extend the Lease for additional one (1) year periods as follows:

- a. From N/A through N/A
- b. From _____ through _____
- c. From _____ through _____
- d. From _____ through _____

The options to extend may be exercised in the manner and under the conditions hereinafter provided.

SECTION FOUR. EXERCISING OPTIONS TO EXTEND TERM.

The four (4) options to extend the term of the Lease for one (1) year periods identified in Section Three above, may be exercised by Lessee in the manner and on the terms and conditions below:

a. Terms and Conditions.

- (1) Neither Lessee nor County has terminated this Lease, or any extensions thereof, for any reason.
- (2) Lessee is not in default under any term or condition of the Lease, or any extension thereof.
- (3) Lessee has exercised all previous options to extend.

b. Manner In Which Option Can Be Exercised.

- (1) Lessee may exercise the option to extend no earlier than six (6) months before the expiration of the Lease term, or any extension thereof.
- (2) Lessee must notify County in writing of the intent to exercise an option to extend at least thirty (30) days before the expiration of the Lease term, or an extension thereof.
- (3) Except as provided for in Section Six relating to the rent, the Option to Extend shall be upon the same terms and conditions as stated in this Lease.

SECTION FIVE. HOLDING OVER.

If Lessee remains in possession of the Leased Premises with the consent of County, either expressed or implied, after the expiration of the Lease term, Lessee's tenancy shall be deemed to be a tenancy from month to month at the same rental rate applicable for the final month of the Lease term and otherwise shall be upon the same terms and conditions as are set forth in the Lease, provided that such tenancy shall be terminable and may be terminated upon at least thirty (30) days prior written notice of such termination served by either Lessee or County on the other party in the manner prescribed by law.

SECTION SIX. LEASE PAYMENTS.

Lessee will pay to County an annual Lease payment of -\$0- compensation as provided in section 40 Lessee agrees to pay County said amount in installments of N/A per _____, beginning on _____, and payable on the first of each _____ thereafter during the term of this lease, or any extension thereof, plus the following utilities: _____

_____, payment for which will be billed in arrears. If Lease payment is received more than 10 days after the date upon which it is due, a late payment equal to 5% of the lease payment shall be imposed.

In the event the Lessee exercises its option to extend the Lease for any or all of the four one-year periods, the rent for such option period may increase as agreed upon between County and Lessee, but such increase shall not exceed _____ percent (_____%) of the rent for the previous lease period. In the event County and Lessee do not agree upon a rental amount, the rent shall increase by the aforementioned percentage.

If the Lease or any extension thereof is terminated before the expiration of the complete term, the annual lease payment due will be prorated for the actual term of the Lease, or any extension thereof. If the Lessee holds over after the expiration of the Lease term, or any extension thereof, Lessee will pay County

monthly rent at the rate of one tenth (0.10) of the annual lease payment, for each month, or part thereof, in which Lessee holds over. Such monthly rent shall be due on the first day of each month during which Lessee holds over.

SECTION SEVEN. USE OF PREMISES.

The premises are leased to be used for Office and common space

Lessee agrees to restrict its use to such purposes, and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of County.

SECTION EIGHT. MASTER LEASE.

The property herein leased by County to Lessee is the subject of a master lease between County and the Department of Water and Power of the City of Los Angeles, Numbered BL 120, as may be amended from time to time, and by this reference incorporated into this Lease. This Lease by the County of Inyo is subject to all of the terms and conditions imposed upon County by said master lease, and any amendments thereto, and Lessee hereunder hereby agrees to abide by all of the terms of said master lease.

SECTION NINE. DELIVERY OF POSSESSION.

Delivery of possession shall be deemed completed as of the date of execution of this instrument. Lessee represents and warrants that Lessee has examined the Leased Premises, including all buildings and improvements thereon and that as of the effective date of the lease, they are all in good order, repair, and in safe and clean condition.

SECTION TEN. QUIET POSSESSION.

The County covenants and agrees that Lessee, upon payment of the annual Lease payment 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 and any extensions thereof without hindrance or interruption by County.

SECTION ELEVEN. PARKING.

Lessee shall have reasonable non-exclusive use of the Airport parking area in common with other tenants, occupants, and users of the Airport, together with the right of reasonable ingress and egress to the Airport parking area.

SECTION TWELVE. HOURS OF USE.

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

SECTION THIRTEEN. UTILITIES.

Lessee shall provide and pay for such electricity, lighting, heating, ventilation and all other utilities as are necessary for the reasonable use and enjoyment of the leased premises by the Lessee except as provided below. All charges for other utilities used by Lessee in connection with the occupancy of the leased premises, (including deposits, connection fees or charges, meter rentals required by the supplier of

any such utility service, and the cost of the facilities for connecting the leased premises to such utility services facilities) shall be paid by Lessee. County shall provide water to those leased premises with existing water service and will provide electrical service to those leased premises which cannot be separately metered for service.

SECTION FOURTEEN. JANITORIAL SERVICES.

Lessee shall furnish at its sole expense janitorial services which may be required on its leased premises. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FIFTEEN. REPAIRS AND MAINTENANCE.

Lessee will maintain the leased premises and keep them in good repair at Lessee's own expense except that County shall maintain and repair the following portions of the leased premises:
County shall provide all maintenance with the exception of janitorial duties.

Lessee shall be responsible to maintain and repair all other portions of the leased premises not maintained by the County, including but not limited to the following: General custodial and janitorial care of the facility.

_____ , which will be maintained in a similar condition as exists at the effective date of this Lease, excepting reasonable wear and tear or damage that may be caused by "Acts of God". The County shall not be responsible for the maintenance and/or repair of any structure or improvement placed on the leased premises by the Lessee, in which case Lessee shall be solely responsible for the maintenance and/or repair of those structures and improvements.

When the County notifies Lessee that facilities within Lessee's area of responsibility are in need of repairs, Lessee will make such repairs within thirty (30) days of receiving the notification. If the nature of the repairs are such that they must be performed immediately in order to provide for the immediate safety of the public or airport users, Lessee will perform such emergency repairs immediately. If Lessee is unable to perform such emergency repairs immediately, the County reserves the right to make such repairs itself, or hire a contractor to make such repairs, at Lessee's expense.

SECTION SIXTEEN. ENTRY FOR INSPECTION AND MAINTENANCE.

County reserves the right to enter the leased premises at reasonable times, with twenty-four (24) hour prior notification to the Lessee, to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the premises. County also reserves the right to enter the leased premises at any time without prior notice to the Lessee in the event that an emergency reasonably requires the County to do so. Lessee agrees to permit County to do so. County may, during such time as is reasonably necessary to either respond to an emergency or to make such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the demised premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

SECTION SEVENTEEN. ALTERATIONS AND IMPROVEMENTS.

Lessee shall make no alterations or improvements in or on the Leased Premises without the prior written consent of County. All alterations and improvements made by Lessee, other than removable personal property, shall remain on the Leased Premises and be deemed to be property of County upon the expiration or sooner termination of the Lease, unless otherwise agreed in writing by Lessee and County. Any damage occasioned by the installation or removal of Lessee's personal property shall be repaired by Lessee.

SECTION EIGHTEEN. SIGNS.

Lessee may erect signs necessary to identify Lessee's occupancy of the leased premises during the term hereunder. Lessee shall not place the proposed signs on the leased premises until County has reviewed the proposed design and given its consent to the proposed signs. County shall not unreasonably withhold said consent. Signs shall be removed by Lessee at the termination of this Lease.

SECTION NINETEEN. WASTE.

Lessee shall give prompt notice to County 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 TWENTY. FIRE INSURANCE.

County will procure and maintain fire and extended coverage insurance on all buildings on the leased premises. Such insurance will be solely for the County's benefit. Lessee will have no right, title, or interest in such policy or in payments made to County under such policy.

SECTION TWENTY-ONE. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be totally or partially damaged by an event which is covered by the insurance policy described in Section Twenty during the term of this Lease or extension thereof, other than through the fault or neglect of Lessee, repairs shall be made by County at County's sole expense, with all reasonable dispatch. In the event that damage by such event, other than through the fault or negligence of Lessee, amounts to substantial destruction of the leased premises which cannot be repaired in three (3) months, 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, Lessee shall be entitled to a pro rata reduction in the annual Lease payment to be jointly agreed upon by County and Lessee. If the leased premises are damaged or destroyed through the sole fault or negligence of Lessee or its employees, agents, invitees, or sublessees, this Lease may not be terminated by Lessee, and it shall be the obligation of Lessee, at its sole expense, to reconstruct or repair said leased premises.

SECTION TWENTY-TWO. COMMERCIAL INSURANCE REQUIREMENTS.

For the duration of this lease, Lessee shall procure and maintain insurance of the scope and amount specified in Attachment A and with the provisions specified in that attachment.

SECTION TWENTY-THREE. INDEMNIFICATION/HOLD HARMLESS.

23.1 Indemnity. Lessee will indemnify, hold harmless and defend County, its agents and employees, and its Lessor, the City of Los Angeles, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Lessee, arising out of or in connection with any of the following circumstances:

23.1.1 Use of Premises. Use of premises or Airport in any manner by Lessee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of Lessees and subtenants, including any use of the premises or the Airport not allowed under this Lease.

23.1.2 Breach by Lessee. Any breach by Lessee of the terms, covenants or conditions herein contained.

23.1.3. Other Activities. Any other activities, including the direct or indirect release or spill of any legally designated hazardous material or waste on the leased premises, of Lessee, its agents, employees, invitees, and subtenants whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

23.1.4. Exculpation of County. County, its officers, agents, and employees shall not be liable to Lessee for any loss or damage to Lessee or Lessee's property from any cause. Lessee expressly waives all claims against County, its officers, agents and employees, for injury or damage to person or property arising for any reason regardless of whether or not there is concurrent passive or active negligence of County, its officers, agents, and employees, unless such injury or damage is caused due to the sole active negligence or willful misconduct of County, its officers, agents, and employees.

SECTION TWENTY-FOUR. COMPLIANCE WITH LAW.

Lessee shall, at its sole cost, comply with all requirements of all County, State and Federal ordinances, laws, rules, and regulations now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all County, State and Federal ordinances, laws, rules, and regulations now in force, or which hereafter may be in force. If Lessee's failure to obey and comply with any of these rules, laws, ordinances, or regulations results in any assessment of fines, penalty, or damages against the County, Lessee will pay such civil penalty, fines or assessments and any costs the County incurs in defending or adjudicating such violations.

SECTION TWENTY-FIVE. TAXES, ASSESSMENTS, AND FEES.

In accordance with Revenue and Taxation Code section 107.6, Lessee is hereby advised that this lease may create a possessory interest subject to property taxation and that, if such an interest is created, Lessee is solely responsible for the payment of all property taxes levied on that interest. In addition, Lessee shall timely pay all taxes and assessments of whatever character that may be levied or charged upon the leasehold estate in the Leased Premises, or upon Lessee's operations thereon. Lessee shall also pay all license or permit fees that may be necessary, or which may be required by law, for the conduct of its operations at the Leased Premises.

SECTION TWENTY-SIX. GRANT AGREEMENT ASSURANCES.

The following assurances required by the Federal Government as a condition of the Grant Agreement for the Bishop Airport are hereby incorporated into, and made a condition of, this Lease:

- a. The Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b. The Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- (1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- (2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination;
- (3) That the Lessee, licensee, permittee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

c. In the event of a breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

d. Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or services; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

e. Non-compliance with provisions of paragraph "d." above shall constitute a material breach hereof, and in the event of such non-compliance, the County shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of the County or the United States either or both said Governments shall have the right to judicially enforce those provisions.

f. Lessee agrees that it shall insert the above five provisions (paragraphs "a.", "b.", "c.", "d.", and "e.") in any lease, agreement, contract, or similar instrument, by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

g. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered sub-organizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effect.

- h. County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.
- i. County reserves the right to maintain and keep in repair all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.
- j. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States relative to the development, operation, or maintenance of the airport.
- k. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein Leased. This public right of flight shall include the right to cause in said airspace any landing at, taking off from, or operation on the Airport.
- l. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased premises.
- m. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not erect or permit the erection of any structure or object, or permit the growth of any tree on the land leased hereunder, above the height set forth in Part 77 of Federal Aviation Regulations. In the event the aforesaid covenants are breached, County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object or cut the offending tree, all of which shall be at the expense of Lessee.
- n. Lessee, by accepting this Lease, agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of Lessee.
- o. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

SECTION TWENTY-SEVEN. MODIFICATION.

The terms and conditions of the Lease and any extension thereof may be modified, changed, or amended at any time only by the mutual written consent of Lessee and County. However, County may, upon 30 days notice to Lessee, amend this Lease as a result of any modification or change in the Master Lease referenced in **Section Eight** herein, so long as such amendment is limited to an incorporation of the changes and/or modification to the Master Lease. The amended Lease shall take effect 30 days after Lessee is served with the amended Lease.

SECTION TWENTY-EIGHT. TERMINATION.

This Lease may be canceled and terminated by either party, without penalty, for any reason, at any time after execution of this Lease. Such cancellation and termination shall be effective on the sixtieth (60th) day after one party gives to the other written notice of termination. However, the giving of such notice shall not release either the County or the Lessee from full and faithful performance of all covenants of this Lease during the period between the giving of notice and the effective date of cancellation and termination.

SECTION TWENTY-NINE. RETURN OF PROPERTY AT TERMINATION.

Lessee will return the property in good condition upon termination or expiration of the Lease.

SECTION THIRTY. ASSIGNMENT AND SUBLEASE.

Lessee 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 the written consent of County, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release Lessee from liability hereunder, and any assignee or sublessee shall expressly assume all Lessee'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 THIRTY-ONE. SUBORDINATION.

Lessee 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 County, or its successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. Lessee agrees to execute and deliver, upon demand of County, any and all instruments desired by County subordinating in the manner requested by County this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, Lessee's right to quiet possession of the leased premises shall not be disturbed if Lessee is not in default and so long as Lessee 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 THIRTY-TWO. MECHANICS LIEN.

Lessee 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 Lessee, provided however that Lessee can contest such lien provided it post an adequate bond therefore.

SECTION THIRTY-THREE. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from their performance of any act required hereunder by acts 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. However, nothing in this clause shall excuse the Lessee from the payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

SECTION THIRTY-FOUR. WAIVER.

It is agreed that any waiver by Lessee 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 Lessee 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 THIRTY-FIVE. DEFAULT.

In the event that Lessee 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 thirty (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 THIRTY-SIX. 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-SEVEN. 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-EIGHT. 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 person 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-NINE. 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 FORTY. 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: See Attachment "A" for terms of compensation to be received by the County.

SECTION FORTY-ONE. AMENDMENT.

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

SECTION FORTY-TWO. 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 FORTY-THREE. CONSTRUCTION OF AGREEMENT.

Both County and Lessee 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 contain therein, shall not be construed against either the County or Lessee as the drafters of this document.

SECTION FORTY-FOUR. NOTICE.

Any notice required by the Lease or applicable law to be given or served on Lessee or County may be given or served either by personal delivery to the County Lease Administrator or any one of the Lessees, by personal delivery to, or by depositing the notice in the United States Mail, postage prepaid, to the address of each party as given below:

COUNTY	
Inyo County Public Works	Department
P.O. Drawer Q	Address
Independence, CA 93526	City and State

LESSEE	
Wilder Barton, Inc.	Name
P.O. Box 1004	Address
Lone Pine, CA 93545	City and State

COUNTY OF INYO
LONE PINE _____ **AIRPORT**
OFFICE AND COMMERCIAL SPACE LEASE

Initial Term of Lease:
July 16, 2014 through July 15, 2015

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20____.

COUNTY'S LEASE ADMINISTRATOR

LESSEE

County of Inyo

Director, Department of Public Works

By _____
Signature

Type or Print Name

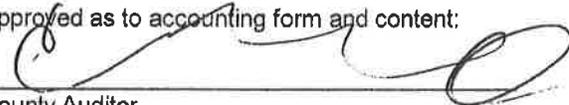
Date: _____

Date: _____

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

ATTACHMENT A

**COUNTY OF INYO
LONE PINE**

AIRPORT

OFFICE AND COMMERCIAL SPACE LEASE

SEE ATTACHED INSURANCE PROVISIONS

COMMERCIAL INSURANCE REQUIREMENTS

Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and **Employer's Liability** Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (for lessees with employees).
3. **Auto Liability:** ISO Form Number CA 00 01 covering any auto (Code 1) or if Lessee has no owned autos, hired (Code 8), and non-owned autos (code 9), with limits no less than **\$500,000** per accident for bodily injury and property damage.
4. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

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

B. Other Insurance Provisions:

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

1. For General Liability, the Entity, its officers, officials, employees, and volunteers are to be **covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.
2. The Lessee'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 Lessee's insurance and shall not contribute with it.
3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all **rights of subrogation** against the Entity.
4. Each insurance policy shall be endorsed to 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 Entity.
5. The Property insurance shall **name the Entity as Loss Payee** as its interests may appear.

C. 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.

D. Deductibles and Self-Insured Retentions

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

E. Verification of Coverage

Lessee shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee'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.

F. Waiver of Subrogation

Lessee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

G. Special Risks or Circumstances

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

Attachment A –Lease Agreement for Lone Pine Airport – Wilder Barton, Inc.

In exchange for use of the main office building at the Lone Pine/Death Valley Airport, Wilder Barton, Inc. shall provide the following services:

1. Provide an office open to the public and available as a pilots lounge, 8 hours per day 5 days per week. Days and times to be agreed upon with County
2. Provide general information to the flying public during open office hours
3. Provide fueling services during public hours
4. Provide callout service for off hours fueling. Wilder Barton, Inc. shall be compensated at \$120 per call out



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
24

FROM: Planning and Public Works Departments

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Hiring of a Project Coordinator

DEPARTMENTAL RECOMMENDATIONS:

Request Board: 1) Change the authorize strength within the Planning Department by deleting one full time Planning Coordinator, Range 66 and; 2) Change the authorize strength within the Public Works Department by deleting one full time Engineering Technician, Range 66 and; 3) Create a new position of Project Coordinator, Range 66 (\$3,909-\$4,758) and approve the job description and ; 4) Increase the authorized strength by one full time Project Coordinator with Planning Department and Public Works Department by 0.5 FTE, in each department and; 5) consistent with the Authorized Position Review Policy (A) the availability of funding comes from the General fund as certified by the Planning and Public Works Directors and confirmed by the County Administrator and Auditor-Controller; (B) where internal candidates meet the requirements of the position an internal recruitment could be done, but do to the nature of the position, an open recruitment would be more appropriate to insure qualified applicants apply; (C) approve the hiring of one Project Coordinator, Range 66 (\$3,909-\$4,758).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On May 20, 2014 the Public Works and Planning departments presented a service redesign concept to the Board to combine the Planning Coordinator position in the Planning Department and the Engineering Technician position in the Public Works Department. This new position of Project Coordinator would report to the Planning Director and would continue to work on technical planning work and have some responsibility for finances and budgeting for the Planning Department. In addition, this position would be responsible for technical but non-engineering projects in the Public Works Department. This position would also coordinate development/permitting between the two departments. The Board concurred with the recommendation and directed staff to proceed with the associated changes in the departments' authorized strength and hiring approvals.

ALTERNATIVES:

The Board could decline this this request. This is not recommended, as the Departments' case load is demanding, and other staff are handling work that could be completed by the Project Coordinator more economically.

OTHER AGENCY INVOLVEMENT:

Personnel Department.

FINANCING:

The requested actions will reduce County costs by approximately \$75,000. Approximately one-third of the costs are historically recovered through fees. The funding for this position will be provided through the Planning Department Budget (023800) and the Public Works Department Budget (011500), and funding for this position is provided for in the Departments' Recommended 2014-2015 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: _____ 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: <u>yes</u> Date <u>7/5/2014</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>7/3/14</u>

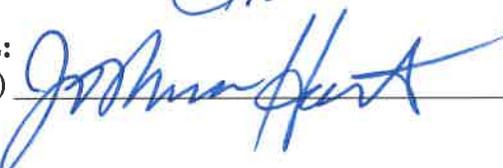
DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 7/8/14

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 7/9/14

Attachment – Job Description

INYO COUNTY
PERSONNEL SERVICES
P. O. BOX 249
INDEPENDENCE, CA 93526



(760) 878-0377
FAX (760) 878-0465

AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN OPEN RECRUITMENT FOR:

PROJECT COORDINATOR

Application Deadline:

DEPARTMENT: Planning
LOCATION: Countywide
SALARY: Range 66

DEFINITION: Under general supervision, perform a variety of field and office work; assist with and administer grants and planning projects; assist with, manage and administer public works programs; manage the Planning Department's finances and assist with budgets; compile, interpret and present planning and public works data and issues to the public, County officials, and other agencies; process planning, public works and building applications; conduct surveys and research; conduct enforcement investigations and follow-up; assist with and conduct public meetings and information preparation and distribution; maintain records; prepare reports, graphics, maps and presentation materials, and perform other related duties as required.

ESSENTIAL JOB DUTIES: Compile land use data from existing property descriptions, maps, reports, and field surveys; provide customer service and assistance; manage the department's finances, including monitoring project finances, contracts, and billing, in coordination with the Auditor and other staff; assist with audits and budgets; coordinate the department's filing and office maintenance needs; staff commissions and boards, including preparing, distributing, and posting agendas and minutes; assist with and manage the department's HOME Grant and Yucca Mountain Repository Assessment Office; assist with and process annexations, detachments, and other agency reorganizations; answer inquiries from the public regarding planning and building policy and interpretation of land use, zoning, and building policies and regulations; analyze applications and recommend revisions to land use policies, the General Plan, zoning, and other plans; prepare well-written and well-organized reports, memoranda, and correspondence; investigate and follow up complaints of alleged violations of land use, zoning, and building ordinances and regulations; conduct monitoring to determine compliance with conditions of approval; accumulate and analyze statistics for reports; prepare graphs, charts, exhibits, and illustrations; conduct surveys and research; assist with and conduct public meetings; information preparation and distribution; maintain records; review and process planning and building applications; writes and issues permits for construction, film production companies, special events, etc; assist in training inexperienced staff members.

EMPLOYMENT STANDARDS

Education/Experience: Equivalent to graduation from a four-year college or university with major coursework in planning, engineering, public administration, governmental accounting, or a closely related field. Two years of full-time experience in a planning, engineering, public administration, governmental accounting, or a closely related field, may substitute for the required education on a year-for-year basis for up to two years.

Knowledge of: How to interpret zoning, planning, and building policy and regulations; techniques used in compiling and interpreting data, and presenting it in graphic and written forms; instruments, methods, and symbols used in mapping; administrative techniques, including project management, accounting, budget, and organizational analysis; research and investigative techniques and procedures; well developed computer skills such as internet research, email, word processing, geographic information systems, databases, accounting, and

spreadsheets; public presentation tactics; advanced writing skills including punctuation, grammar, organization, and appropriate format.

Ability to: Understand, explain, and interpret planning and building policies and regulations accurately and tactfully to the public; analyze applications for compliance with procedural requirements; understand and interpret legal property descriptions, topographic drawings, maps, and field notes; communicate and present information to County staff, public officials and the general public clearly, accurately, and tactfully; prepare well-written and well-organized reports, memoranda and correspondence; prepare graphs, charts, exhibits, and illustrations for reports; prepare and distribute legal notices; operate a computer and software including internet, email, word processing, spreadsheets, databases, website development, accounting, and geographic information systems; prepare neat and accurate charts and graphs; take direction from multiple sources and complete tasks on a deadline; seek direction and prioritize tasks; assist in and manage meeting development and set up; collect and analyze data; must have ability to work in a busy office environment with the ability to sit for extended periods, stand, walk up to one-quarter mile on terrain that may not always be level, kneel, stoop, squat, twist, and lift and carry up to 20 pounds; assignment of field inspections and tours will require outdoor work, sometimes in adverse weather conditions.

Special requirements: Must possess a valid operator's license issued by the State Department of Motor Vehicles. Must be willing and available for night meetings, out-of-state travel, and overnight travel. Must be available to work overtime as necessary. Must successfully complete a pre-employment background investigation and physical examination.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, and oral interview.

APPLICATION: Applications **must be received** in the Personnel Office, P.O. Box 249, Independence, CA 93526, **no later than 5:00 p.m. on XXX** (postmarks not accepted). Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached"**. Incomplete applications will not be processed. Applications may be faxed to meet the deadline—original application with original signature must be mailed.

THIS RECRUITMENT WILL ESTABLISH AN ELIGIBILITY LIST, WHICH WILL BE USED FOR ONE YEAR IN FILLING COUNTYWIDE VACANCIES, WHICH MAY OCCUR IN THIS JOB CLASSIFICATION AND SALARY RANGE.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0295 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County employs only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout Inyo County in the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and the Death Valley area (Death Valley, Shoshone, and Tecopa). Positions are assigned to a work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the Department Head and/or County Administration.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

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

FROM: HEALTH & HUMAN SERVICES – Wraparound

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: As part of Service Re-design, Request to Hire an HHS Specialist IV in Wraparound

DEPARTMENTAL RECOMMENDATION:

Request your Board

- 1) Find that consistent with the adopted Authorized Position Review Policy:
 - a. the availability of funding for the position of one Health and Human Services (HHS) Specialist IV exists in the Mental Health and Social Services budgets, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
 - b. where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate; and
 - c. approve the hiring of one fulltime HHS Specialist IV at Range 60 (\$3,336-\$4,052).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A year-long trend of revenue shortfall resulted in a re-design of our existing Wraparound services. Your recent Board direction to delete three professional positions in the HHS-Probation Wraparound services, and layoff two employees was the first step in that re-design. Those three positions included one vacant Child Welfare Social Worker, a Probation Officer and the Wraparound Social Worker Supervisor. Remaining in the program are one Mental Health Social Worker IV and one HHS Specialist IV, who are left to provide all the intensive services to existing and newly referred Wraparound-eligible families. As part of the layoff discussion, the Department demonstrated a one-year revenue trend that would, alternatively, allow for one additional paraprofessional at the same HHS Specialist IV range, in lieu of the three higher paid professional positions being deleted.

Wraparound is an intensive, individualized care management process for children who are at risk of placement in a group home setting. Money spent on high level placements out of the area, often includes not only the cost of the placement, but also costs associated with augmenting mental health services, as well as costs associated with mandated monthly visits by Probation Officers and Social Workers. These costs can range well above \$8,000 a month and often result in minimal overall progress, as children are often receiving treatment in a vacuum, while little changes occur in the home environment. By redirecting state foster care funds to support Wraparound services, children and families are provided treatment and support within their own home environment at an overall reduced cost with improved outcomes. The HHS Specialist IV position works with the Wraparound team to provide a high level of case management intervention and support to our most challenging and complex cases. This includes working within an on-call system that is responsive to the needs of these families on a twenty-four hour basis to help divert and manage crisis situations.

The Department is respectfully requesting that your Board authorize the hiring of a HHS Specialist IV in Wraparound, as part two of this re-designed service.

ALTERNATIVES:

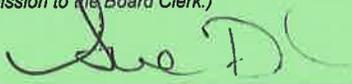
The Board could choose to not allow HHS to fill this current vacancy. Doing so would mean that the Wraparound team would limit its ability to serve local families. Costs will likely escalate for Child Welfare and Probation staff who will be placing more children out of the area, and thus increasing travel for the mandated monthly face-to-face visits by the professional staff.

OTHER AGENCY INVOLVEMENT:

Inyo County Juvenile and Superior Court, Inyo County Superintendent of Schools, Toiyabe Family Services, local Paiute and Shoshone tribes.

FINANCING:

100% Social Services 1991 and 2011 Realignment. The funding for this position is budgeted in Social Services (055800) in the Salaries and Benefits object codes. Additionally, this position could have the ability to bill for any Mental Health MediCal services that are provided to the child and all of the reimbursements from MediCal would offset Realignment. No County General Funds.

<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 style="text-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 style="text-align: center;"></p> <p style="text-align: right;">Approved: <u>yes</u> Date: <u>6/30/14</u></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 style="text-align: center;"></p> <p style="text-align: right;">Approved: <u>J</u> <u>6/20/14</u> Date: _____</p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner Date: 7-1-14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 26

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

FROM: HEALTH & HUMAN SERVICES – Employment and Eligibility

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Request to hire one full time Integrated Case Worker II in the HHS Social Services Eligibility and Employment division with an internal candidate and allow the Department to backfill the vacancy from an existing eligibility list.

DEPARTMENTAL RECOMMENDATION:

Request the Board

1. find that consistent with the adopted Authorized Position Review Policy:
 - a. the availability of funding for the positions of an Integrated Case Worker II exists, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; and
 - b. approve the hiring of an internal candidate as an Integrated Case Worker II (Range 64, \$3,662 - \$4,450) from an existing list, which will result in an additional Integrated Case Worker vacancy; and
 - c. authorize the Department to fill the resulting vacancy at either the Integrated Case Worker I (Range 60, \$3,403-\$4,133) or II (Range 64, \$3,735 - \$4,539) level, depending upon qualifications, with an external candidate from an existing list.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board approved the hiring of one Integrated Case Worker (ICW) position to fill a recent vacancy resulting from the resignation of an employee for personal reasons earlier this year. This position was filled by an internal candidate who moved from a ICW I to the vacant ICW II position, resulting in a vacancy within the same division. This position remains critical as HHS continues to meet the challenges related to implementation of the Affordable Care Act (ACA), while HHS also moves forward with enhancing the available employment services offered to our clients. Employment and Eligibility staff not only provide consultation and eligibility determinations for residents who may be eligible for other forms of health insurance provided by the California Health Exchange, they also assist consumers impacted by changes in Medi-Cal. In addition, HHS continues to move forward with a plan to provide subsidized employment in an effort to enhance the employment services offered to our clients and to our business community. Maintaining our current staffing level will help the entire division maintain accurate and timely client records and continue to provide a high quality of employment and eligibility services.

ICWs are responsible for determining clients' initial and continued eligibility for MediCal benefits, Cal Fresh benefits, County Medical Services Program (CMSP) coverage, General Assistance, CalWORKs and Workforce Investment Act (WIA) programs. The many and varied duties of ICWs also include: operating the life skills and job skills classes, writing employment plans, working with employers on job development and work experience slots throughout the County from Bishop to Tecopa, conducting home visits, connecting and linking clients with educational opportunities, contacting clients who are non-compliant with program requirements to try and identify and eliminate barriers, as well as processing applications and establishing and maintaining highly technical eligibility case records.

The Department is respectfully requesting permission to fill the vacancy that is already budgeted in FY 13/14, and is included in our Authorized Strength, with an ICW I or II, depending upon qualifications. There is an existing applicant list that includes an internal candidate who is currently an ICW I. We are asking that your Board authorize the Department to hire the internal candidate into the ICW II position, leaving a vacant position. The Department is also respectfully requesting authorization to fill the resulting vacancy at the Integrated Case Worker I or II level, depending upon qualifications, with a qualified external candidate from an existing eligibility list.

ALTERNATIVES:

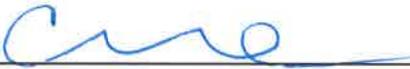
The Board could choose to not allow HHS to fill this vacancy, which would likely result in overtime requirements for current ICWs and the possibility of increased error rates and audit exceptions, especially as major changes and caseload increases due to health care reform continue to impact staff.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Federal, State and Social Services Realignment. This position is budgeted in Social Services (055800) in the Salaries and Benefits object codes. No County General funds.

<u>APPROVALS</u>	
COUNTY COUNSEL:	<p>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> <p style="text-align: right;">Approved: _____ Date: _____</p>
AUDITOR/CONTROLLER:	<p>ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i></p> <p style="text-align: right;">Approved:  Date: <u>yes 6/30/14</u></p>
PERSONNEL DIRECTOR:	<p>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> <p style="text-align: right;">Approved:  Date: <u>✓ 6/27/14</u></p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7-1-14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 27

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

FROM: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Replacement Hiring of Full time Group Counselor I Position – Juvenile Center

DEPARTMENTAL RECOMMENDATION:

Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Group Counselor I, Full-time as certified by the Chief Probation Officer and concurred with by the County Administrator and Auditor-Controller; B) the position will be filled through an closed departmental internal recruitment and, C) approve the hiring of one (1) full time Group Counselor I at Range 62 (\$3,426 - \$4,166).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Another full time Group Counselor position recently became available at the Juvenile Center. The Juvenile Center is a 24 hour/7 days a week facility housing male and female juveniles. Due to Staffing needs, a *male* is needed to fill the full time Group Counselor position.

A Group Counselor works under the direction of and in cooperation with the Supervising Counselor. In summary, the Group Counselor: supervises and directs the conduct of juvenile detainees, receives and releases juveniles and their personal property; conducts intake process on all juvenile detainees, including pictures and fingerprints; visually and physically inspects juveniles in custody, their property, and their quarters for contraband; reports on group and individual attitudes and behavior; conducts group and individual counseling sessions; enforces discipline and maintains security; checks building and nearby grounds; supervises juvenile inmates in performance of routine custodial work; processes juvenile offenders for release from or transfer to detention facilities; maintains extensive inmate records; prepares written reports; and other related duties as assigned.

ALTERNATIVES:

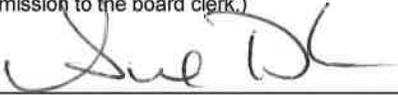
The Board could direct the Probation Department to continue without filling the vacant positions; however, this would place hardship on the other Juvenile Center Staff members. In addition, the Board could direct the Probation Department to have an open recruitment rather than a closed department promotional/recruitment.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING:

This is an authorized and budgeted position in the Probation – Juvenile Institution Budget 023100.

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: <u>yes</u> Date <u>7/5/2014</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>7/2/14</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 7/8/14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

258

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

FROM: County Administrator - Personnel

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Voluntary Separation Incentive Plan

DEPARTMENTAL RECOMMENDATION:

Request Board approve 1) The County of Inyo Voluntary Separation Incentive Plan as presented, including the Waiver and Release Form, and the Resignation Letter - County of Inyo Voluntary Separation Incentive Program; and 2) The Personnel Director adding employee classifications other than those listed on request of the employee with concurrence of the Department Head and County Administrator; and 3) Provide direction to the Personnel Director to commence meeting and conferring with affected units on the effects of the VSIP for the remaining employees.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The County expects to face increasingly challenging budget constraints over the next two fiscal years. For the past 9-months, County staff and your Board have explored a variety of options to minimize the need for layoffs, and create opportunities to restructure departments and share resources. One of the options is to offer eligible employees in specific job classifications, on a department-by-department basis, the opportunity to participate in a Voluntary Separation Incentive Plan (VSIP).

During the Fiscal Year 2013-2014 Budget process, many increases in future years' expenses were identified leading your Board to proactively seek solutions that would reduce costs and increase revenues. These efforts included Service Redesign workshops with the department heads and staff to seek opportunities to streamline and combine the delivery of services that would create efficiencies and reduce costs or increase revenues. As a result of the Service Redesign process, a variety of cost savings measures have been explored and implemented in an effort to avoid layoffs and minimize the need to reduce staff and service levels.

In addition to reviewing processes and procedures through the Service Redesign initiative, department heads were also asked to look at staffing levels, within their department, and identify job classifications which they might recommend for a voluntary separation incentive plan. Each department head independently completed a survey form on which they identified employee classifications and alternate staffing arrangements they would recommend for inclusion in a voluntary separation incentive program. A copy of the survey is provided as Attachment E. In addition to identifying eligible classifications, department heads were asked to identify *if* and *when* and *how* any vacated positions would be replaced, in order to better quantify the potential savings from any voluntary separation incentive plan.

The combined results of the departmental surveys, as well as some positions subsequently recommended for inclusion in the VSIP by the Personnel Office (shown in highlights), are summarized on Attachment A. Attachment A shows, on a department-by-department basis, which job classifications are being recommended for the VSIP; *if* and *when* and *how* the vacated position will be replaced; the associated cost of the VSIP; and,

the associated cost savings over a two-year period. The cost savings calculation was based on the net savings to the County, accounting for the amount of the incentive offered, and the cost to pay out accrued vacation.

It is estimated that – if all the job positions that department heads and Personnel identified by classification participate in the VSIP – the first year savings to the County General Fund over a nine-month period (October 2014 to June 2015) would be approximately \$1,004,170. The corresponding cost of implementing the VSIP – assuming a \$15,000 buy-out for eligible employees with more than five (5) years of service plus associated accrued leave payments – would be \$434,325 in one-time costs. As a result, under this scenario, the net savings to the County General Fund would be \$569,845. The total General Fund savings in Fiscal Year 2015-2016 would be \$1,337,020; an increase of \$767,175 in additional savings.

It is unlikely that all eligible positions will participate in the VSIP. However, the process will generate some level of savings. There are 22 positions in which the savings will exceed the cost of the buy-out within the first 9-months, and there are 7 positions in which the cost of the buy-out will be covered within 21-months. Additionally, and perhaps more important than the cost savings, vacated positions will create opportunities for re-organization and job sharing that could result in savings beyond that associated with the restructuring proposed by the department heads through the survey process.

The purpose of the VSIP is to allow and encourage County departments, working with Administration, to plan how best to align the County workforce into a leaner organization while simultaneously minimizing the broader, negative impacts of employee layoffs. The VSIP presents an opportunity for departments to offer lump-sum, post-separation payments to selected classifications as an incentive for eligible employees to voluntarily terminate employment from the County. When authorized by the Board of Supervisors, a department may offer the VSIP incentives to employees in approved classifications who volunteer to separate from the County by resignation or retirement. Eligible employees who voluntarily leave County employment afford departments the opportunity to minimize or avoid involuntary separations, and enable job sharing between departments. By providing a separation incentive, the County departments may be better poised to strategically plan their future resources, realize financial savings, and avoid involuntary layoffs. Consequently, the department heads have been working with Administration to identify classifications throughout the County that are eligible for participation in the VSIP.

On a department by department basis, employees in classifications that have been identified for participation in the VSIP will be provided with notification from the Personnel Department (Attachment B). The notice will identify the eligible classification in the department and the conditions under which the VSIP is being offered, including:

1. Current employment as a full-time and part-time employee in a designated classification within a department.
2. Employees must have achieved regular status under the Personnel Rules; i.e., must have successfully completed the initial probationary period. Employees may be in promotional probation status and qualify for the program, so long as they have completed a probationary period in at least one County class.
3. Employees must occupy a classification recommended by their Department Heads for participation and approved by the Board of Supervisors.
4. The voluntary resignation date (last day in pay status with the County) must be effective on or before September 15, 2014, provided that County will have the ultimate decision to set your voluntary separation date based on the operational needs of your department and the County.
5. To participate in the VSIP, eligible employees must sign the County authorized, irrevocable resignation letter addressed to their department head and identifying the effective date of their resignation. The

resignation must be submitted to the department head on or after July 16, 2014 and by 5:00 PM, Thursday, July 31, 2014. Additionally, the employee must sign the VSIP Waiver on the last day of employment. Once the VSIP Waiver has been signed and received by the Department Head, the County will authorize payment of the incentive.

6. Employees are encouraged to consult with private counsel before signing the Resignation Letter and the VSIP Waiver.
7. The County reserves the right to administer layoffs. If an involuntary layoff precedes an employee's committed VSIP resignation date, the employee will no longer be eligible for the VSIP.
8. In situations where fewer VSIP incentives are offered than there are employees in the job classification, eligibility will be determined on a first-come, first-served basis, based upon the date of receipt of the authorized resignation letter. Any resignation letters submitted after the maximum number of incentives has been reached may not be considered and the employee may not be eligible to participate in the VSIP. In the event of a tie, the incentives will be determined based on seniority.
9. Employees who accept a VSIP incentive may not be eligible to receive unemployment benefits based upon the employees' written acknowledgement that their decision to separate from County employment is entirely voluntary, and the County will be entitled to oppose any request for unemployment insurance benefits application filed with the Employment Development Department (EDD) on that basis.
10. Employees who have received a voluntary separation incentive payment under this section and accept any employment for compensation with the County of Inyo, or who work for any agency or Department which is a part of the County of Inyo through a personal services contract, within 5 years after the date of the separation on which the payment is based shall be required to pay, prior to the individual's first day of reemployment, the entire amount of the incentive payment to the County of Inyo.
11. The cash payment will occur post-employment, is subject to income taxes' and is not deemed part of "final compensation" for purposes of calculating retirement benefits.

The notice will be accompanied by the VSIP Letter of Resignation (Attachment C) which must be signed by the employee and submitted to the Personnel department by July 31, 2104; and a VSIP Waiver (Attachment D) that must be signed by the employee on their last day of employment prior to receiving any incentive payment.

Inyo County's VSIP will be a one-time only, lump-sum payment of:

- a. \$5,000.00 for part-time employees, and employees with five (5) or fewer years of continuous employment with the County; and
- b. \$15,000 for employees with six (6) or more years of continuous employment with the County.

ALTERNATIVES:

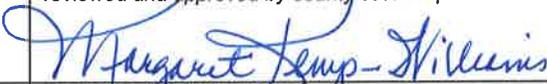
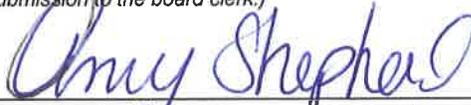
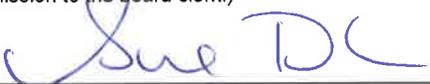
Your Board could elect not to offer the Voluntary Separation Incentive Program, or modify it as presented.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The cost of funding Voluntary Separation Incentive Program is budgeted in the Fiscal Year 2014-2015 Preliminary Personnel Budget. Program costs and anticipated savings, by classification and General Fund and Non-General Fund positions, for the next two fiscal years are shown on Attachment A.

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: <input checked="" type="checkbox"/> Date <u>07/11/14</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: <input checked="" type="checkbox"/> Date <u>7/11/14</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>7/11/14</u>

DEPARTMENT HEAD SIGNATURE:

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



Date: 07-11-2014

VSIP Eligible Classifications by Department (with Two-Year Savings Analysis)

ATTACHMENT A

Current Department	Position	GF	Rng/Step	PMod 14-15 Annual Cost	Proposed FY 14-15 Position	Rng/Step	Annual Cost**	Potential Savings/Month	Potential Savings (9 mos)*	Incentive	Vacation 06/04/14	Total Cost	FY15-16 Estimates		Potential Add'l	Potential Add'l	TOTAL		
													Range/Step	Annual Cost+	Savings/Month	Savings (12 mos)	NET SAVINGS		
01	ADMIN - PARKS		Crew Leader	Y	058/E	\$ 85,082	Park Spec II	054/A	\$ 61,351	\$ 1,978	\$ 17,798.25	\$ 15,000	\$ 5,132	\$ 20,132	054/C	\$ 67,602	\$ 1,598	\$ 19,181	\$ 16,847.17
02	ADMIN - PARKS		Parks Specialist	Y	056/E	\$ 70,974	DELETE			\$ 5,915	\$ 53,230.50	\$ 15,000	\$ 6,375	\$ 21,375		\$ 75,333	\$ 6,278	\$ 75,333	\$ 107,187.93
03	AG COMM		Pgm Mgr - MOS	N	072/E	\$ 100,877	DELETE			\$ 8,406	\$ 75,657.75	\$ 5,000	\$ 411	\$ 5,411		\$ 101,429	\$ 8,452	\$ 101,429	\$ 171,675.65
04	ASSESSOR		Cadastral Tech III	Y	667/E	\$ 95,427	DELETE			\$ 7,952	\$ 71,570.25	\$ 15,000	\$ 3,475	\$ 18,475		\$ 90,458	\$ 7,538	\$ 90,458	\$ 143,553.39
05	CHLD SPRT		Officer III	N	064/E	\$ 90,187	Officer I	057/A	\$ 64,555	\$ 2,136	\$ 19,224.00	\$ 15,000	\$ 5,674	\$ 20,674	057/C	\$ 71,224	\$ 1,731	\$ 20,767	\$ 19,317.33
06	DIST ATTRNY		Admin leg Sec	Y	070/E	\$ 102,324	Office Tech III	063/A	\$ 71,654	\$ 2,556	\$ 23,002.50	\$ 15,000	\$ 8,509	\$ 23,509	063/C	\$ 79,305	\$ 2,089	\$ 25,066	\$ 24,559.92
07	DIST ATTRNY		Lgl Sec	Y	064/E	\$ 85,827	Lgl Sec I	056/A	\$ 63,357	\$ 1,873	\$ 16,852.50	\$ 15,000	\$ 1,986	\$ 16,986	056/C	\$ 69,961	\$ 1,465	\$ 17,583	\$ 17,449.57
08	ENVR HLTH		LAB Tech II	Y	065/E	\$ 84,380	DELETE			\$ 7,032	\$ 63,285.00	\$ 15,000	\$ -	\$ 15,000		\$ 88,724	\$ 7,394	\$ 88,724	\$ 137,009.00
09	ENVR HLTH		REHS III	Y	079/E	\$ 126,636	REHS I (6 mos)	071/A	\$ 83,065	\$ 3,631	\$ 21,785.50	\$ 15,000	\$ 5,743	\$ 20,743	071/C	\$ 91,979	\$ 3,099	\$ 37,190	\$ 38,231.99
10	FARM ADV		Pgm Coord	Y	066/E	\$ 92,380	Office Clrk III	052/A	\$ 59,388	\$ 2,749	\$ 24,744.00	\$ 15,000	\$ 2,528	\$ 17,528	052/C	\$ 65,441	\$ 2,399	\$ 28,786	\$ 36,002.79
11	HHS		Asst Site Coord	Y	43P/E	\$ 26,479	DELETE			\$ 1,324	\$ 11,915.55	\$ 5,000	\$ 1,587	\$ 6,587		\$ 47,662	\$ 2,383	\$ 28,597	\$ 33,925.73
12	HHS		Fiscal Sprv	N	677/E	\$ 90,917	Office Tech II	059/A	\$ 66,862	\$ 2,005	\$ 18,041.25	\$ 15,000	\$ 5,386	\$ 20,386	059/C	\$ 73,811	\$ 1,577	\$ 18,925	\$ 16,579.72
13	INFO SVCS		Analyst IV (HR/PR)	Y	797/E	\$ 125,079	Analyst I	068/A	\$ 78,588	\$ 3,874	\$ 34,868.25	\$ 15,000	\$ -	\$ 15,000	068/C	\$ 86,912	\$ 3,389	\$ 40,669	\$ 60,536.81
14	INFO SVCS		Analyst IV (SO)	Y	797/E	\$ 125,079	Analyst I	068/A	\$ 78,588	\$ 3,874	\$ 34,868.25	\$ 15,000	\$ 11,185	\$ 26,185	068/C	\$ 86,912	\$ 3,389	\$ 40,669	\$ 49,351.57
15	PUB GARD		Deputy	Y	064/E	\$ 87,280	DELETE			\$ 7,273	\$ 65,460.00	\$ 15,000	\$ 4,823	\$ 19,823		\$ 87,125	\$ 7,260	\$ 87,125	\$ 132,762.69
16	PLANNING		Assoc Planner	Y	074/E	\$ 101,300	DELETE			\$ 8,442	\$ 75,975.00	\$ 15,000	\$ 6,828	\$ 21,828		\$ 105,553	\$ 8,796	\$ 105,553	\$ 159,699.98
17	PROBATION		Admin Sec III	Y	064/E	\$ 87,280	REDESIGN^	059/E	\$ 77,554	\$ 7,273	\$ 65,457.00	\$ 15,000	\$ -	\$ 15,000	059/E	\$ 79,486	\$ 795	\$ 9,539	\$ 59,996.14
18	PROBATION		Cook (Hall)	Y	051/E	\$ 67,814	DELETE			\$ 5,651	\$ 50,860.50	\$ 15,000	\$ 2,385	\$ 17,385		\$ 68,987	\$ 5,749	\$ 68,987	\$ 102,463.00
19	PROBATION		DPO III	Y	073/E	\$ 103,893	DPO I	067/A	\$ 77,120	\$ 2,231	\$ 20,079.75	\$ 15,000	\$ 1,158	\$ 16,158	067/C	\$ 85,284	\$ 1,724	\$ 20,687	\$ 24,608.07
20	PUB WORKS		Build Inspct	Y	072/E	\$ 100,038	DELETE			\$ 8,337	\$ 75,028.50	\$ 15,000	\$ 5,513	\$ 20,513		\$ 101,429	\$ 8,452	\$ 101,429	\$ 155,944.08
21	PUB WORKS		Office Tech II	Y	597/E	\$ 76,890	DELETE			\$ 6,408	\$ 57,667.50	\$ 15,000	\$ 1,788	\$ 16,788		\$ 79,486	\$ 6,624	\$ 79,486	\$ 120,365.88
22	RECORDER		Office Tech II	Y	059/E	\$ 72,980	Ofc Tech I - BPAR	55P/A	\$ 48,684	\$ 2,025	\$ 18,222.00	\$ 15,000	\$ 2,725	\$ 17,725	55P/C	\$ 53,416	\$ 1,752	\$ 21,024	\$ 21,520.87
23	SHERIFF		Anml Ctrl III	Y	060/E	\$ 92,369	Anml Ctrl I	056/A	\$ 63,537	\$ 2,403	\$ 21,624.00	\$ 15,000	\$ 7,233	\$ 22,233	056/C	\$ 69,961	\$ 2,021	\$ 24,256	\$ 23,646.97
24	SHERIFF		LT	Y	815/E	\$ 187,392	VACATE (for FY)			\$ 15,616	\$ 140,544.00	\$ 15,000	\$ 10,909	\$ 25,909		\$ 192,092	\$ 16,008	\$ 192,092	\$ 306,727.10
25	SHERIFF		Office Tech III	Y	063/E	\$ 86,773	Office Tech I	055/A	\$ 62,429	\$ 2,029	\$ 18,258.00	\$ 15,000	\$ 2,660	\$ 17,660	055/C	\$ 68,789	\$ 1,643	\$ 19,719	\$ 20,317.54
26	SOLID WASTE		Admin Sec III	N	064/E	\$ 82,344	DELETE			\$ 6,862	\$ 61,758.00	\$ 15,000	\$ 1,135	\$ 16,135		\$ 87,125	\$ 7,260	\$ 87,125	\$ 132,748.63
27	SOLID WASTE		Gate Attendant	N	048/E	\$ 58,813	DELETE			\$ 4,901	\$ 44,109.75	\$ 15,000	\$ 2,444	\$ 17,444		\$ 65,655	\$ 5,471	\$ 65,655	\$ 92,320.50
28	TREASURER		Assistant	Y	XXX/TTC	\$ 112,477	DELETE			\$ 9,373	\$ 84,357.75	\$ 15,000	\$ 6,784	\$ 21,784		\$ 114,867	\$ 9,572	\$ 114,867	\$ 177,440.87
29	WATER		Hydrologist	N	827/E	\$ 125,019	Scientist I	080/A	\$ 98,715	\$ 2,192	\$ 19,728.00	\$ 15,000	\$ 11,221	\$ 26,221	080/C	\$ 109,601	\$ 1,493	\$ 17,918	\$ 11,425.30

**Includes Family Choice Insurance

* Only 6 months savings for ENV HLTH REHS III

^Assumes backfilling internally and delete resulting vacancy

Positions Recommended by Personnel Office

Positions with less than 5 years and part-time position

\$ 146,318 \$ 1,305,973 \$ 415,000 \$ 125,596 \$ 540,596

GF \$ 1,004,170 \$ 320,000 \$ 99,325 \$ 434,325
 NON-GF \$ 301,804 \$ 95,000 \$ 26,270 \$ 106,270

\$ 13,403 \$ 1,648,839 \$ 2,414,216

GF \$ 1,337,020 1,970,149
 NON-GF \$ 311,819 \$ 444,067

+ Includes Health increase of 6% and 2% COLA



COUNTY OF INYO

PERSONNEL DEPARTMENT
P. O. Box 249, Independence, California 93526
760-878-0377
760-878-0465 (Fax)

Kevin Carunchio
County Administrator

ATTACHMENT B

TO:

FROM: Sue Dishion, Deputy Personnel Director

DATE: July 15, 2014

SUBJECT: Voluntary Separation Incentive Program

The County is facing significant budget issues in the upcoming Fiscal Years. In order to minimize the need for reduction in authorized strength the County is looking at a variety of alternative options. One option selected is to offer eligible employees a Voluntary Separation Incentive Plan (VSIP).

The purpose of a VSIP is to allow and encourage County departments working with Administration to plan how best to align the workforce into a leaner organization, while simultaneously minimizing the broad negative impact of layoffs. The VSIP presents an opportunity for departments to offer lump-sum, post separation payments to selected classifications as an incentive for eligible employees to voluntarily terminate employment from the County. When authorized by the Board of Supervisors, a department may offer the VSIP incentives to employees in approved classifications who volunteer to separate from the County by resignation or retirement. Eligible employees who voluntarily leave County employment afford departments the opportunity to minimize or avoid involuntary separations due to staff reduction layoffs and enables job sharing between departments. By providing a separation incentive, the County departments may be better poised to strategically plan their future resources, realize financial savings, and avoid involuntary layoffs.

Consequently, the Department Heads have been working with Administration to identify classifications, throughout the County that are eligible for participation in the VSIP. Eligibility to participate in the VSIP is offered to employees subject to satisfaction of the following conditions:

1. Current employment as a full time and part-time employee in a designated classification within a department.
2. Employees must have achieved regular status under the Personnel Rules; i.e. must have successfully completed the initial probationary period. Employees may be in promotional probation status and qualify for the program, so long as they have completed a probationary period in at least one County class.
3. Employees must occupy a classification recommended by their Department Heads for participation and approved by the Board of Supervisors.
4. The voluntary resignation date (last day in pay status with the County) must be effective on **September 15, 2014**, provided that County will have the ultimate decision to set your voluntary separation date based on the operational needs of your department and the County.
5. To participate in the VSIP, eligible employees must sign the County authorized, irrevocable resignation letter addressed to their Department Head and identifying the effective date of their resignation. The resignation must be submitted to the Department Head on or after **July 16, 2014 and by 5:00 PM, Thursday, July 31, 2014**. Additionally, the employee must sign the VSIP Waiver on the last day of employment. Once the VSIP Waiver has been signed and received by the Department Head, the County will authorize payment of the incentive. Copies of both are attached for your review.
6. Employees are encouraged to consult with counsel before signing the Resignation Letter and the VSIP Waiver.
7. The County reserves the right to administer layoffs. If an involuntary layoff precedes an employee's committed VSIP resignation date, the employee will no longer be eligible for the VSIP.
8. In situations where fewer VSIP incentives are offered than there are employees in the job classification, eligibility will be determined on a first-come, first-served basis, based upon the date of receipt of the authorized resignation letter. Any resignation letters submitted after the maximum number of incentives has been reached may not be considered and the employee may not be eligible to participate in the VSIP. In the event of a tie, the incentives will be determined based on seniority.
9. Employees who accept a VSIP incentive may not be eligible to receive unemployment benefits based upon the employees' written acknowledgement that their decision to separate from County employment is entirely voluntary, and the County will be entitled to oppose any request for unemployment insurance benefit's application filed with the Employment Development Department (EDD) on that basis.

10. Employees who have received a voluntary separation incentive payment under this section and accept any employment for compensation with the County of Inyo, or who work for any agency or Department which is a part of the County of Inyo through a personal services contract, within 5 years after the date of the separation on which the payment is based shall be required to pay, prior to the individual's first day of reemployment, the entire amount of the incentive payment to the County of Inyo.
11. The cash payment will occur post-employment, is subject to income taxes and is not deemed part of "final compensation" for purposes of calculating retirement benefits.

Your classification of _____ in the _____ department has been identified and will be eligible for the VSIP subject to timely receipt of the VSIP Letter of Resignation and VSIP Waiver.

INYO County's VSIP, will be a one-time only lump sum payment of

- a. \$5000.00 for employees with five (5) or fewer years of continuous employment with the County; and
- b. \$15,000 for employees with six (6) or more years of continuous employment with the County.

If you choose to participate in the VSIP you will need to submit your VSIP irrevocable resignation letter no later than July 31, 2014 at 5:00 p.m. **No late resignations will be considered**

The VSIP Waiver will be provided to you on your last day of employment by your department head.
If you are interested in this option and need more information, please contact Sue Dishion.

ATTACHMENT C

**COUNTY OF INYO VOLUNTARY SEPARATION INCENTIVE PROGRAM 2014) COUNTY
AUTHORIZED VSIP IRREVOCABLE RESIGNATION LETTER**

The County of INYO ("County") is pleased to offer a Voluntary Separation Incentive Program ("VSIP") to eligible employees as an opportunity to voluntarily terminate from employment with the County and receive separation pay. The separation pay will be in exchange for signing a release of any claims against the County.

You must complete and submit this Irrevocable Resignation Letter to your Department Head between **July 16, 2014 and July 31, 2104 at 5:00 p.m.** in order to participate in the VSIP and receive separation pay once you meet the requirements of the Program. Before completing this form, please read closely the VSIP letter which you received to inform you about the details of the VSIP and the Waiver related to the VSIP. Your signature on this form and the Waiver indicate your acceptance of the conditions set out in all materials provided you.

Employee Information (please print clearly)

Employee Name: _____
Department: _____
Department Head: _____
Job Classification: _____
Date Submitted: _____
Bargaining Unit: _____

EFFECTIVE DATE OF VOLUNTARY SEPARATION FROM EMPLOYMENT (Last day of employment with the County): September 15, 2014 or a date determined by the County.

To be completed by Department :

Date Received: _____
Job Classification (verify eligibility): _____

By signing this Irrevocable Resignation Letter, I,
_____, **hereby agree to terminate my employment on the date selected above and understand that I have to sign Waiver, which is a release of claims that will be provided to me before my termination in order to receive any separation pay under the terms of the Voluntary Separation Incentive Program.**

I am initialing each statement below to acknowledge my understanding and acceptance of the program requirements of the V.S.I.P.:

___ I understand that my separation from employment is voluntary, as is my decision to participate in the VSIP. Nobody has pressured me into resigning or made any representations to me (other than in the VSIP written documents) about the program or about the benefits or programs that the County might or might not offer in the future. Further, I understand that I may consult with an attorney or other professional to advise me regarding the VSIP.

___ I understand that by voluntarily resigning from employment with the County, I may be ineligible to receive unemployment insurance benefits, and that the County would be entitled to oppose any request for unemployment insurance benefits application filed with the Employment Development Department (EDD).

___ I understand that acceptance of the VSIP incentive will render me ineligible to work for the County, including special districts and agencies where the Board Supervisors also serves as the Board of Directors, as an employee or under a personal services contract for a period of five years from my date of separation under the VSIP, unless I repay the full value of the VSIP payment to the County before commencing work.

___ I understand that employees who voluntarily separate from employment do not have restoration rights back to their classification and department.

___ I understand that the separation incentive that I will receive will not be considered part of my "final compensation" for purposes of calculating any retirement benefits I may receive.

___ I understand that this letter, once received and accepted by the Department is irrevocable.

___ I understand that if I am found to be ineligible for participation in the VSIP, this notice will be null and void.

___ I understand that to the extent that I am over the age of 40, I may be entitled to a 45 day notice to review this program and to rescind my irrevocable notice of resignation within 7 days of submitting my resignation under the Age Discrimination in Employment Act (29 U.S.C. §621 et. seq.).

___ As a condition of participation in the VSIP, I agree to all terms and conditions set forth in the VSIP Memo dated July 15 2014, VSIP Irrevocable Resignation Letter and VSIP Waiver.

___ I have had an opportunity to ask questions of Personnel and consult with counsel regarding the VSIP.

Employee Signature Date

Accepted By:

Department Head Signature

Date

ATTACHMENT D

COUNTY OF INYO

VOLUNTARY SEPARATION INCENTIVE PROGRAM

WAIVER FORM

You are eligible to separate voluntarily from your employment with the County of Inyo ("County") and to receive benefits under the County Voluntary Separation Incentive Program ("VSIP") for which you are eligible. The amount of separation pay you will receive under the Program is \$_____.

You previously provided your Department Head with a VSIP Irrevocable Resignation Letter providing notice of your intended resignation from the County based upon your participation in the VSIP program. As a condition for receiving the separation payment, you are required to execute this VSIP Waiver. Execution of this VSIP Waiver acknowledges your concurrence with the terms set forth in the VSIP documents: VSIP Memo dated July 15, 2014, VSIP Irrevocable Resignation Letter and this VSIP Waiver's terms and conditions set forth below:

- Your resignation of employment is voluntary. Nobody has pressured you into resigning or made any representations to you (other than in the VSIP documents) about the Program or about benefits or programs that the County might or might not offer in the future.
- You understand that acceptance of the VSIP incentive will render you ineligible for any employment and/or to provide services under a personal services contract with the County including special districts and agencies where the Board of Supervisors also serves as the Board of Directors, for a period of five years from your date of separation under the VSIP, unless you repay to the County all money received under the VSIP.
- You hereby release the County from all known or unknown claims you may have against the County, which arose or could have arisen out of your employment or resignation of employment with the County. These claims, include, for example, claims in tort or contract, claims under the Age Discrimination in Employment Act (29 U.S.C. §621 et. seq.), Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e et. seq.), the Americans with Disabilities Act (42 U.S.C. §12101 et. seq.), any other federal, state, or local statutes or laws, and claims arising under the County policies and/or collective bargaining agreements. Your release does not include any claims within the exclusive jurisdiction of the Workers Compensation Appeals Board or any claims that cannot lawfully be released by private agreement.

Section 1542 of the California Civil Code provides, generally, that a release does not extend to unknown claims. Specifically, Section 1542 of the California Civil Code states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

For the purposes of implementing a full and complete release and discharge of the County, you expressly waive and relinquish all rights and benefits afforded by Section 1542 of the California Civil Code and acknowledge that the release is intended to include and discharge all claims which you do not know or suspect to exist related to your employment with the County at the time you execute this letter.

- You acknowledge that you have not suffered any age or other discrimination or wrongful treatment by the County.
- This agreement shall be governed by and construed in accordance with the laws of the State of California.

You were provided an opportunity and advised to consult with your own attorney before signing this Waiver

PLEASE READ THIS WAIVER CAREFULLY. IT INCLUDES A RELEASE OF ALL KNOWN OR UNKNOWN CLAIMS.

I hereby voluntarily agree to the terms and conditions set forth above. I acknowledge that I have been advised to review this WAIVER with counsel.

Name

Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
29

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

FROM: County Administrator - Risk Management

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: APPROVE CONTRACT WITH JOHN D. KIRBY, A.P.C, CIVIL LITIGATION ATTORNEY

DEPARTMENTAL RECOMMENDATION:

Ratify and approve the Agreement between the County of Inyo and John D. Kirby, A.P.C., for the provision of litigation services for the term July 1, 2014 through June 30, 2015; at the rate of \$220.00 per hour and with a contract limit of \$175,000.00; and authorize the Chairperson to sign the contract upon the appropriate signatures being obtained and contingent upon the Board's adoption of the 2014-15 Budget, and authorize the Chairperson to sign on behalf of the County. (4/5 vote required).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

John D. Kirby, A.P.C., has provided legal services to the County since June 1994. He has represented and advised the County and its officers and employees in litigation before the U.S. Supreme Court and other state and federal courts and administrative agencies. Mr. Kirby has demonstrated the ability to correctly analyze and effectively handle multiple complex legal matters simultaneously and has achieved very favorable results for the County. Mr. Kirby has performed as a highly skilled and competent civil litigation attorney whose services contribute significantly to the County's ability to successfully defend itself and its officers and employees in a variety of routine, complex, and highly specialized litigation.

Currently, Mr. Kirby is representing the County and its officers and employees in a number of cases with demands in excess of \$6,000,000. These cases and others served upon the County and its officers and employees require the services of an experienced civil litigation attorney to file responsive pleadings and motions, conduct discovery, prepare and argue dispositive motions, prepare and present the County's case at trial; and if necessary, appeal or respond to any appeal.

ALTERNATIVES:

The County could decline to approve the Agreement with John D. Kirby, A.P.C., and attempt to find other legal counsel to represent the County and its officers and employees, or could seek to provide these services through its in-house attorneys. Neither alternative is recommended due to the complexity of the specialized legal services required and the significant monetary risk to the County.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for the recommended Agreement of \$175,000 with John D. Kirby is paid out of the County's Liability Trust Account Budget #500903.

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>Margaret Kemp-Williams</i> <i>Do not approve the contract with the ARF</i> Approved: <u>NO</u> Date <u>07/10/14</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>Amy Shepard</i> Approved: <u>✓</u> Date <u>7/10/14</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.) <i>Joe DL</i> Approved: <u>✓</u> Date <u>7/10/14</u>

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: 07-10-2014
(Not to be signed until all approvals are received)

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF LEGAL SERVICES
CIVIL LITIGATION ATTORNEY SERVICES**

TERM:

FROM: July 1, 2014 TO: June 30, 2015

1. Contractor shall represent and advise the County, and such of its agents, officers and employees as the County may designate, in pending and potential litigation before state and federal courts, and county, state and federal administrative agencies.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which he is working. Once completed, Contractor may deliver the files and materials to the Office of the Inyo County Risk Manager for storage.
3. HIPAA Business Associates Agreement provisions attached hereto are hereby incorporated in this contract as Attachment A-1.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF LEGAL SERVICES
CIVIL LITIGATION ATTORNEY SERVICES**

TERM:

FROM: July 1, 2014 TO: June 30, 2015

SCHEDULE OF FEES:

1. COMPENSATION:

A. Except as provided in paragraph B below, County shall pay to Contractor the sum of Two Hundred Twenty Dollars and Zero cents (\$ 220.00) per hour (hereinafter referred to as "hourly rate") for the work and services described in Attachment A which are performed by Contractor at the County's request. Hours worked under the provisions of this Agreement in excess of forty (40) hours per week will be paid at the hourly rate. Contractor's hourly rate includes compensation for all secretarial and clerical support reasonably and customarily necessary for Contractor to provide services under this Agreement.

B. County shall pay Contractor for services provided by Contractor paralegals at the rate of One Hundred Dollars (\$100.00) per hour...

2. INCIDENTAL EXPENSES:

<u>Types of Expenses:</u>	<u>Maximum Cost:</u>
Postage	Actual costs
Federal Express/UPS	Actual costs
Express Mail	Actual costs
Long Distance Calls	Actual costs
Photocopying (not attorney service)	Not to exceed \$.10 per page
Computer Assisted Research	Actual Costs/provided by County.
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 JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF LEGAL SERVICES
CIVIL LITIGATION ATTORNEY SERVICES**

TERM:

FROM: July 1, 2014 TO: June 30, 2015

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

County shall reimburse Contractor for travel and per diem which Contractor incurs in providing legal services to the County under this Agreement, in the amounts and to the extent set forth below:

1. Except as provided in paragraphs 2, 3, and 4 below, County will reimburse Contractor for travel and per diem expenses at the same rate and to the same extent as County reimburses its permanent status merit employees for such expenses. Such expenses will be computed from Contractor's home and place of business in San Diego, California.

2. County will pay Contractor for travel at the rate of \$125.00 per hour, and mileage at the current IRS rate, portal to portal. This includes without limit travel to-from Inyo County; and travel to-from depositions, court hearings, and other court appearances.

3. Contractor shall not be reimbursed for any meals, per diem or local transportation expenses while in Bishop or Independence, California. Lodging while in Inyo County will be paid at actual cost, not to exceed the lesser amount authorized for lodging per diem in Inyo County for (1) other County contractors staying in Inyo County on County business, or (2) permanent status merit employees for such lodging expense.

4. Contractor's use of its own airplane for travel will be reimbursed at the same rate and to the same extent as if travel had been by private auto.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

30

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

FROM: Administration- Personnel

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Approval of Contract for Legal Services-General Labor and Employment Advice and Representation

DEPARTMENTAL RECOMMENDATION:

Ratify and approve the Contract with Atkinson, Andelson, Loya, Ruud & Romo for the provision of legal services in the area of general labor and employment advice and representation for the period from July 1, 2014 to June 30, 2015, with a contract limit of \$150,000.00, at hourly rates varying from \$115 to \$265 per hour, with travel time billed at \$125.00 an hour; contingent upon the Board's adoption of the 2014-15 Budget, and authorize the Chairperson to sign on behalf of the County. (4/5s vote required).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The County has been involved in employment- related matters which will involve formal evidentiary hearings and proceedings before the California Department of Fair Employment and Housing, and potentially other related litigation. In order to provide the County with advice and representation in these specialized employment and labor law matters, it is recommended that the County contract with Atkinson, Andelson, Loya, Ruud & Romo for these legal services. The County previously had utilized the services of their partner Irma Rodriguez Moisa to provide advice and representation in other employment and labor law matters. Ms. Moisa and the firm that she is a part of specialize in representing California Public Entities in Employment and Labor Law matters.

The greatest liability comes in the Personnel arena; since 2008, the County has been extremely successful in some very difficult termination cases. For example, in a recent case, without the level of legal expertise that Atkinson, Andelson, Loya, Ruud & Romo provide on these types of cases, the cost of a different outcome could have been up to \$100,000 in back wages. We have also been very successful in the instances where PERB charges have been filed against the County. We have done mediation to resolve the matters and have been successful in getting charges dismissed.

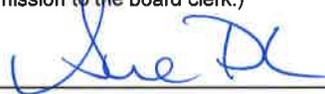
ALTERNATIVES:

The County could decline to approve the Agreement with Atkinson, Andelson, Loya, Ruud & Romo and attempt to find other legal counsel to assist the County in these matters, or could seek to provide these services through its in-house lawyers. Neither alternative is recommended because of the institutional knowledge of the firm arising from its service to the County over many years; the specialized nature of the legal services required; and with time limits in which the County must respond.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding to be included in Personnel's Budget #010800 Object Code 5265 in the 2014/15 requested budget.

<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>  Approved: <input checked="" type="checkbox"/> Date <u>07/10/14</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>7/10/14</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>  Approved: <input checked="" type="checkbox"/> Date <u>7/10/14</u>

DEPARTMENT HEAD SIGNATURE:

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

 Date: 07-10-2014

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2014 TO: June 30, 2015

SCOPE OF WORK:

Contractor shall provide general labor and employment advice and representation upon request of Client.

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: July 1, 2014 TO: June 30, 2015

SCHEDULE OF FEES:

1. COMPENSATION

Partners: \$265
Sr. Associates: \$235
Associates: \$225
Paralegals: \$115
Travel @: \$125/hr.

Contractor shall reserve the right to increase these rates upon sixty (60) days' notice.

2. INCIDENTAL EXPENSES:

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and work processing, long distance telephone charges, fax/telecopier charges (at \$0.20 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2013

TO: June 30, 2014

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Travel shall be at the county's request and will be billed at cost.

Per diem travel from portal to portal will be at the current IRS rate.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

31

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF July 15, 2014

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end 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
 32

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF July 15, 2014

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end 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
 33

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF July 15, 2014

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

SUMMARY DISCUSSION: - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

<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: _____ 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

34

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF July 15, 2014

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

SUMMARY DISCUSSION: - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme drought conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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)
(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
35

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 10:30 a.m. Closed Session Informational

FROM: County Administrator – Budget Team

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Fiscal Year 2014-2015 Department Requested Budget Workshop

DEPARTMENTAL RECOMMENDATION:

Request your Board conduct a workshop with County department heads responsible for managing General Fund budgets to identify where the department head intends to make reductions to their respective budgets to implement reduction scenarios that may be necessary to achieve a balanced Fiscal Year 2014-2015 County Budget.

SUMMARY DISCUSSION:

On July 1st, your Board received an update regarding the Fiscal Year 2014-2015 County Budget process. Based on appropriations being requested by County departments, the Fiscal Year 2014-2015 Department Requested General Fund Budget has a structural deficit in the General Fund that stands at \$6,323,548 exclusive of Operating Transfers and other costs.

While the Service Redesign process has been successful in identifying, to date, over \$600,000 in cost savings that would otherwise result in an even higher deficit, it appears additional cuts will be necessary to balance the Fiscal Year 2014-2015 County Budget. Toward this end, staff distributed three (3) General Fund reduction scenarios, showing the pro-rata share that each General Fund budget would need to reduce its costs to achieve a specified level of savings. The reduction scenarios (attached) included the following level of savings:

1. **\$1.8 Million** (Attachment A). This represents the \$900,000 in unrealized Service Redesign savings (the Service Redesign goal for Fiscal year 2104-2015 was \$1.5 Million) coupled with the \$900,000 in General Fund salary savings relied upon to balance last year's budget);
2. **\$2,347,462** (Attachment B). The amount of reductions currently necessary in the Fiscal Year 2014-2015 Department Requested General Fund to achieve a balanced budget assuming that Fiscal Year 2013-2014 General Fund Balance is certified at \$3,976,086); and,
3. **\$6,323,548** (Attachment C). The amount of reductions currently necessary in the Fiscal Year 2014-2015 Department Requested General Fund to achieve a balanced budget and completely eliminate the General Fund structural deficit).

Starting last week, department heads with responsibility for preparing and managing General Fund budgets were asked to briefly share with your Board what cuts they would propose, and describe the corresponding reductions in programs and services, to achieve each of the General Fund reduction scenarios.

Last week, the following departments addressed your Board regarding their respective approaches to arriving at a balanced budget: Auditor Controller; Ag Commissioner; Clerk Recorder; County Counsel; Environmental Health; Farm Advisor; Planning; Treasurer-Tax Collector; Board of Supervisors; Coroner; and, CAO.

Today, these General Fund departments will make their presentations to your Board: Assessor; District Attorney; Health and Human Services; Probation, Public Administrator-Public Guardian; Public Works; and, Sheriff.

On July 1st, your Board indicated a preference for attempting to develop a balanced budget that relies on just \$3 Million in General Fund Balance, as opposed to the \$3,976,086 in Fund Balance used to balance last year's budget. To achieve this goal, each department with General Fund budget(s) will currently need to reduce their Fiscal Year 2013-2014 Board Approved Budget (plus any salary savings) by their pro-rata share identified on the \$1.8 Million reduction scenario (Attachment A).

To guide the discussion, the Budget Team has developed a table (Attachment D) which shows, by General Fund budget and General Fund department, the amount of each department's Fiscal Year 2014-2015 Requested Budget, compared to the corresponding Fiscal Year 2013-2014 Board-Approved Budget, and the difference in terms of change in Net County Costs. Attachment D also shows the additional reductions each department will need to make to achieve its pro-rata share of the \$1.8 Million reduction scenario. (Note: Attachment D has been updated from the information presented last week to reflect that some departments have found it necessary to increase their Department Requested budget submittals.

Similar to last week, in discussing how they will achieve these savings, each department head is asked to limit their presentation to less than 5 minutes.

ALTERNATIVES:

Your Board could direct additional goals and/or strategies for developing a balanced Fiscal Year 2014-2015 County Budget.

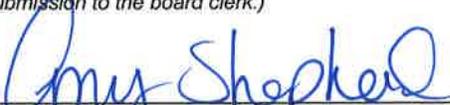
OTHER AGENCY INVOLVEMENT:

The State Budget Act permits County departments to request whatever they deem necessary in their budgets to operate their departments. However, your Board has sole and constitutional authority for establishing each department's spending limits, as well as the responsibility for adopting a balanced budget.

FINANCING:

Your Board must approve a balanced Fiscal Year 2014-2015 County Budget by October 2, 2014.

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: <u>yes</u> Date <u>7/10/14</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> 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: 07-10-2014

ATTACHMENT A

BUDGET	Board of Supervisors	ACR	GIS	CAO-General	Personnel	Risk Management	Museum
Salary & Benefits	443,420			533,934	255,129	163,727	192,406
Services & Supplies	89,794	156,500		69,250	323,421	6,000	24,550
Internal Services	10,551	4,000		18,344	15,056	3,523	6,097
Other Charges		84,700	115,000				
Total Expenses (Less FA, OF,CT)	543,765	245,200	115,000	621,528	593,606	173,250	223,053
Weighted Rate GF	1.69%	0.76%	0.36%	1.93%	1.85%	0.54%	0.69%
Reduction by Weight Rate GF(1,800,000)	30,420	13,680	6,480	34,740	33,300	9,720	12,420

	Library	Parks	Info Services	Public Defender	County Counsel	Env Health	Ag Comm
Salary & Benefits	401,852	326,138	894,690		590,330	638,616	281,759
Services & Supplies	48,000	298,818	554,563	804,633	101,032	27,823	32,862
Internal Services	43,911	61,370	18,517	1,221	23,617	56,865	24,599
Other Charges							
Total Expenses (Less FA, OF,CT)	493,763	686,326	1,467,770	805,854	714,979	723,304	339,220
Weighted Rate GF	1.53%	2.13%	4.56%	2.51%	2.22%	2.25%	1.05%
Reduction by Weight Rate GF(1,800,000)	27,540	38,340	82,080	45,180	39,960	40,500	18,900

	Planning	Farm Advisor	Assessor	Auditor	County Clerk	Elections	Public Guardian
Salary & Benefits	499,192	88,513	738,478	677,115	261,161	106,078	175,430
Services & Supplies	282,825	7,550	155,230	139,550	2,500	137,720	10,805
Internal Services	54,684	18,460	20,291	17,758	6,329	6,651	7,471
Other Charges							
Total Expenses (Less FA, OF,CT)	836,701	114,523	913,999	834,423	269,990	250,449	193,706
Weighted Rate GF	2.60%	0.36%	2.84%	2.59%	0.84%	0.78%	0.60%
Reduction by Weight Rate GF(1,800,000)	46,800	6,480	51,120	46,620	15,120	14,040	10,800

REDUCTION OF 1,800,000

ATTACHMENT A

BUDGET	TC/Treasurer	Public Works	Building & Safety	Maintenance B&G	District Attorney	Coroner
Salary & Benefits	401,504	918,139	285,062	658,081	1,412,786	70,025
Services & Supplies	24,935	30,699	13,003	625,583	104,605	68,248
Internal Services	9,085	74,664	40,839	87,282	90,645	1,150
Other Charges						
Total Expenses (Less FA, OF,CT)	435,524	1,023,502	338,904	1,370,946	1,608,036	139,423
Weighted Rate GF	1.35%	3.18%	1.05%	4.26%	5.00%	0.43%
Reduction by Weight Rate GF(1,800,000)	24,300	57,240	18,900	76,680	90,000	7,740

	Sheriff	Jail	Veterans Services	Animal Control	Probation	Juvenile
Salary & Benefits	4,797,816	3,753,874	96,532	462,553	1,159,940	2,121,080
Services & Supplies	467,028	569,497	18,332	62,363	293,815	332,433
Internal Services	961,484	142,027	8,845	73,937	67,400	85,344
Other Charges						
Total Expenses (Less FA, OF,CT)	6,226,328	4,465,398	123,709	598,853	1,521,155	2,538,857
Weighted Rate GF	19.36%	13.88%	0.38%	1.86%	4.73%	7.89%
Reduction by Weight Rate GF(1,800,000)	348,480	249,840	6,840	33,480	85,140	142,020

	Inyo Co Gold	Com Mental Health	Health	Social Service
Salary & Benefits	407,767	3,364,871	965,375	3,703,050
Services & Supplies	148,883	460,130	579,948	721,886
Internal Services	60,168	357,124	97,124	659,563
Other Charges				
Total Expenses (Less FA, OF,CT)	616,818	4,182,125	1,642,447	5,084,499
Weighted Rate GF	1.92%	9.71%	3.81%	11.80%
Reduction by Weight Rate GF(1,800,000)	34,560	174,753	68,631	212,459

REDUCTION OF 1,800,000

ATTACHMENT B

BUDGET	Board of Supervisors	ACR	GIS	CAO-General	Personnel	Risk Management	Museum
Salary & Benefits	443,420			533,934	255,129	163,727	192,406
Services & Supplies	89,794	156,500		69,250	323,421	6,000	24,550
Internal Services	10,551	4,000		18,344	15,056	3,523	6,097
Other Charges		84,700	115,000				
Total Expenses (Less FA, OF,CT)	543,765	245,200	115,000	621,528	593,606	173,250	223,053
Weighted Rate GF	1.69%	0.76%	0.36%	1.93%	1.85%	0.54%	0.69%
Reduction by Weight Rate GF(2,347,462)	39,672	17,841	8,451	45,306	43,428	12,676	16,197

	Library	Parks	Info Services	Public Defender	County Counsel	Env Health	Ag Comm
Salary & Benefits	401,852	326,138	894,690		590,330	638,616	281,759
Services & Supplies	48,000	298,818	554,563	804,633	101,032	27,823	32,862
Internal Services	43,911	61,370	18,517	1,221	23,617	56,865	24,599
Other Charges							
Total Expenses (Less FA, OF,CT)	493,763	686,326	1,467,770	805,854	714,979	723,304	339,220
Weighted Rate GF	1.53%	2.13%	4.56%	2.51%	2.22%	2.25%	1.05%
Reduction by Weight Rate GF(2,347,462)	35,916	50,001	107,044	58,921	52,114	52,818	24,648

	Planning	Farm Advisor	Assessor	Auditor	County Clerk	Elections	Public Guardian
Salary & Benefits	499,192	88,513	738,478	677,115	261,161	106,078	175,430
Services & Supplies	282,825	7,550	155,230	139,550	2,500	137,720	10,805
Internal Services	54,684	18,460	20,291	17,758	6,329	6,651	7,471
Other Charges							
Total Expenses (Less FA, OF,CT)	836,701	114,523	913,999	834,423	269,990	250,449	193,706
Weighted Rate GF	2.60%	0.36%	2.84%	2.59%	0.84%	0.78%	0.60%
Reduction by Weight Rate GF(2,347,462)	61,034	8,451	66,668	60,799	19,719	18,310	14,085

REDUCTION OF 2,347,462

ATTACHMENT B

BUDGET	TC/Treasurer	Public Works	Building & Safety	Maintenance B&G	District Attorney	Coroner
Salary & Benefits	401,504	918,139	285,062	658,081	1,412,786	70,025
Services & Supplies	24,935	30,699	13,003	625,583	104,605	68,248
Internal Services	9,085	74,664	40,839	87,282	90,645	1,150
Other Charges						
Total Expenses (Less FA, OF,CT)	435,524	1,023,502	338,904	1,370,946	1,608,036	139,423
Weighted Rate GF	1.35%	3.18%	1.05%	4.26%	5.00%	0.43%
Reduction by Weight Rate GF(2,347,462)	31,691	74,649	24,648	100,002	117,373	10,094

	Sheriff	Jail	Veterans Services	Animal Control	Probation	Juvenile
Salary & Benefits	4,797,816	3,753,874	96,532	462,553	1,159,940	2,121,080
Services & Supplies	467,028	569,497	18,332	62,363	293,815	332,433
Internal Services	961,484	142,027	8,845	73,937	67,400	85,344
Other Charges						
Total Expenses (Less FA, OF,CT)	6,226,328	4,465,398	123,709	598,853	1,521,155	2,538,857
Weighted Rate GF	19.36%	13.88%	0.38%	1.86%	4.73%	7.89%
Reduction by Weight Rate GF(2,347,462)	454,469	325,828	8,920	43,663	111,035	185,215

	Inyo Co Gold	Com Mental Health	Health	Social Service
Salary & Benefits	407,767	3,364,871	965,375	3,703,050
Services & Supplies	148,883	460,130	579,948	721,886
Internal Services	60,168	357,124	97,124	659,563
Other Charges				
Total Expenses (Less FA, OF,CT)	616,818	4,182,125	1,642,447	5,084,499
Weighted Rate GF	1.92%	9.71%	3.81%	11.80%
Reduction by Weight Rate GF(2,347,462)	45,071	227,939	89,438	277,001

ATTACHMENT C

BUDGET	Board of Supervisors	ACR	GIS	CAO-General	Personnel	Risk Management	Museum
Salary & Benefits	443,420			533,934	255,129	163,727	192,406
Services & Supplies	89,794	156,500		69,250	323,421	6,000	24,550
Internal Services	10,551	4,000		18,344	15,056	3,523	6,097
Other Charges		84,700	115,000				
Total Expenses (Less FA, OF,CT)	543,765	245,200	115,000	621,528	593,606	173,250	223,053
Weighted Rate GF	1.69%	0.76%	0.36%	1.93%	1.85%	0.54%	0.69%
Reduction by Weight Rate GF(6,323,548)	106,868	48,059	22,765	122,044	116,986	34,147	43,632

	Library	Parks	Info Services	Public Defender	County Counsel	Env Health	Ag Comm
Salary & Benefits	401,852	326,138	894,690		590,330	638,616	281,759
Services & Supplies	48,000	298,818	554,563	804,633	101,032	27,823	32,862
Internal Services	43,911	61,370	18,517	1,221	23,617	56,865	24,599
Other Charges							
Total Expenses (Less FA, OF,CT)	493,763	686,326	1,467,770	805,854	714,979	723,304	339,220
Weighted Rate GF	1.53%	2.13%	4.56%	2.51%	2.22%	2.25%	1.05%
Reduction by Weight Rate GF(6,323,548)	96,750	134,692	288,354	158,721	140,383	142,280	66,397

	Planning	Farm Advisor	Assessor	Auditor	County Clerk	Elections	Public Guardian
Salary & Benefits	499,192	88,513	738,478	677,115	261,161	106,078	175,430
Services & Supplies	282,825	7,550	155,230	139,550	2,500	137,720	10,805
Internal Services	54,684	18,460	20,291	17,758	6,329	6,651	7,471
Other Charges							
Total Expenses (Less FA, OF,CT)	836,701	114,523	913,999	834,423	269,990	250,449	193,706
Weighted Rate GF	2.60%	0.36%	2.84%	2.59%	0.84%	0.78%	0.60%
Reduction by Weight Rate GF(6,323,548)	164,412	22,765	179,589	163,780	53,118	49,324	37,941

REDUCTION OF 6,323,548

ATTACHMENT C

BUDGET	TC/Treasurer	Public Works	Building & Safety	Maintenance B&G	District Attorney	Coroner
Salary & Benefits	401,504	918,139	285,062	658,081	1,412,786	70,025
Services & Supplies	24,935	30,699	13,003	625,583	104,605	68,248
Internal Services	9,085	74,664	40,839	87,282	90,645	1,150
Other Charges						
Total Expenses (Less FA, OF,CT)	435,524	1,023,502	338,904	1,370,946	1,608,036	139,423
Weighted Rate GF	1.35%	3.18%	1.05%	4.26%	5.00%	0.43%
Reduction by Weight Rate GF(6,323,548)	85,368	201,089	66,397	269,383	316,177	27,191

	Sheriff	Jail	Veterans Services	Animal Control	Probation	Juvenile
Salary & Benefits	4,797,816	3,753,874	96,532	462,553	1,159,940	2,121,080
Services & Supplies	467,028	569,497	18,332	62,363	293,815	332,433
Internal Services	961,484	142,027	8,845	73,937	67,400	85,344
Other Charges						
Total Expenses (Less FA, OF,CT)	6,226,328	4,465,398	123,709	598,853	1,521,155	2,538,857
Weighted Rate GF	19.36%	13.88%	0.38%	1.86%	4.73%	7.89%
Reduction by Weight Rate GF(6,323,548)	1,224,239	877,708	24,029	117,618	299,104	498,928

	Inyo Co Gold	Com Mental Health	Health	Social Service
Salary & Benefits	407,767	3,364,871	965,375	3,703,050
Services & Supplies	148,883	460,130	579,948	721,886
Internal Services	60,168	357,124	97,124	659,563
Other Charges				
Total Expenses (Less FA, OF,CT)	616,818	4,182,125	1,642,447	5,084,499
Weighted Rate GF	1.92%	9.71%	3.81%	11.80%
Reduction by Weight Rate GF(6,323,548)	121,412	614,017	240,927	746,179

Attachment D

General Fund Budget Comparisons - 14/15 Requested to 13/14 Board Approved

Department	14/15 Requested	14/15 Requested Net County Cost	13/14 Board Approved*	13/14 Requested Net County Cost	Inc/(Dec) Requested Net County Cost	Pro Rata Share of \$1.8 M	Required Cuts to achieve Board Target of FBA \$3M	
Auditor Controller	010400	\$ 850,544	\$ 708,544	\$ 876,808	\$ 756,808	\$ (48,264)	\$ 46,620	\$ (1,644)
Agricultural	023000	\$ 581,042	\$ 215,405	\$ 474,787	\$ 140,271	\$ 75,134	\$ 18,900	\$ 94,034
Assessor	010600	\$ 939,717	\$ 935,717	\$ 913,999	\$ 840,339	\$ 95,378	\$ 51,120	\$ 146,498
Board of Supervisors	010100	\$ 543,765	\$ 543,795	\$ 543,765	\$ 543,765	\$ 30	\$ 30,420	\$ 30,450
CAO - General	010200	\$ 681,625	\$ 679,647	\$ 689,534	\$ 679,955	\$ (308)	\$ 34,740	\$ 34,432
CAO Economic Development	010202	\$ 160,166	\$ 112,326	\$ 158,645	\$ 112,505	\$ (179)	\$ -	\$ (179)
Personnel	010800	\$ 1,692,203	\$ 1,674,203	\$ 1,753,921	\$ 1,675,921	\$ (1,718)	\$ 33,300	\$ 31,582
Risk Management	010900	\$ 214,923	\$ -	\$ 173,250	\$ (19,273)	\$ (19,273)	\$ 9,720	\$ (9,553)
Advertising County Resources	011400	\$ 145,200	\$ 145,200	\$ 245,200	\$ 245,200	\$ (100,000)	\$ 13,680	\$ (86,320)
Grants In Support	011402	\$ 56,400	\$ 56,400	\$ 115,000	\$ 115,000	\$ (58,600)	\$ 6,480	\$ (52,120)
Information Services	011801	\$ 1,563,325	\$ 1,272,429	\$ 1,467,770	\$ 1,176,874	\$ 95,555	\$ 82,080	\$ 177,635
Public Defender	022600	\$ 805,167	\$ 587,977	\$ 805,854	\$ 519,634	\$ 68,343	\$ 45,180	\$ 113,523
County Library	066700	\$ 680,538	\$ 673,888	\$ 642,498	\$ 636,848	\$ 37,040	\$ 27,540	\$ 64,580
Parks & Recreation	076998	\$ 815,801	\$ 274,187	\$ 795,775	\$ 239,071	\$ 35,116	\$ 38,340	\$ 73,456
Museum - General	077000	\$ 254,884	\$ 228,259	\$ 223,053	\$ 201,928	\$ 26,331	\$ 12,420	\$ 38,751
CAO - General		\$ 7,070,232	\$ 5,704,516	\$ 7,070,500	\$ 5,583,663	\$ 82,307	\$ 303,480	\$ 385,787
County Counsel	010700	\$ 673,753	\$ 578,953	\$ 714,979	\$ 619,741	\$ (40,788)	\$ 39,960	\$ (828)
County Clerk	010300	\$ 288,157	\$ 180,057	\$ 269,990	\$ 164,890	\$ 15,167	\$ 15,120	\$ 30,287
Elections	011000	\$ 240,742	\$ 219,242	\$ 258,449	\$ 215,149	\$ 4,093	\$ 14,040	\$ 18,133
Clerk-Recorder		\$ 528,899	\$ 399,299	\$ 528,439	\$ 380,039	\$ 19,260	\$ 29,160	\$ 48,420
Coroner	023500	\$ 133,222	\$ 132,922	\$ 139,423	\$ 139,023	\$ (6,101)	\$ 7,740	\$ 1,639
District Attorney	022400	\$ 1,243,106	\$ 924,474	\$ 1,134,952	\$ 818,736	\$ 105,738	\$ 90,000	\$ 195,738
DA - Safety	022410	\$ 534,555	\$ 501,555	\$ 473,084	\$ 445,084	\$ 56,471	\$ -	\$ 56,471
District Attorney		\$ 1,777,661	\$ 1,426,029	\$ 1,608,036	\$ 1,263,820	\$ 162,209	\$ 90,000	\$ 252,209
Health	045100	\$ 1,871,594	\$ 336,757	\$ 1,687,447	\$ 336,757	\$ -	\$ 68,631	\$ 68,631
Mental Health	045200	\$ 4,987,423	\$ 23,857	\$ 4,492,219	\$ 23,857	\$ -	\$ 174,753	\$ 174,753
Social Services	055800	\$ 5,823,194	\$ 150,860	\$ 5,514,992	\$ 150,860	\$ -	\$ 212,459	\$ 212,459
IC Gold	056100	\$ 622,583	\$ 585,263	\$ 617,318	\$ 595,998	\$ (10,735)	\$ 34,560	\$ 23,825
Health & Human Services		\$ 13,304,794	\$ 1,096,737	\$ 12,311,976	\$ 1,107,472	\$ (10,735)	\$ 490,403	\$ 479,668
Environmental Health	045400	\$ 794,489	\$ 193,800	\$ 723,304	\$ 132,837	\$ 60,963	\$ 40,500	\$ 101,463
Farm Advisor	066800	\$ 128,197	\$ 91,934	\$ 114,523	\$ 78,127	\$ 13,807	\$ 6,480	\$ 20,287
Public Administrator	023600	\$ 208,364	\$ 200,364	\$ 193,706	\$ 185,706	\$ 14,658	\$ 10,800	\$ 25,458
Planning	023800	\$ 1,167,621	\$ 430,471	\$ 836,701	\$ 412,751	\$ 17,720	\$ 46,800	\$ 64,520
Probation	023000	\$ 1,702,209	\$ 1,125,098	\$ 1,594,369	\$ 1,072,025	\$ 53,073	\$ 85,140	\$ 138,213
Juvenile Institutions	023100	\$ 2,427,328	\$ 1,753,466	\$ 2,562,864	\$ 1,657,500	\$ 95,966	\$ 142,020	\$ 237,986
Probation		\$ 4,129,537	\$ 2,878,564	\$ 4,157,233	\$ 2,729,525	\$ 149,039	\$ 227,160	\$ 376,199
Maintenance - B&G	011100	\$ 1,399,416	\$ 1,155,827	\$ 1,471,725	\$ 1,264,290	\$ (108,463)	\$ 76,680	\$ (31,783)
Public Works	011500	\$ 863,730	\$ 510,870	\$ 1,204,363	\$ 803,662	\$ (292,792)	\$ 57,240	\$ (235,552)
Building & Safety	023200	\$ 325,048	\$ 205,748	\$ 338,904	\$ 225,204	\$ (19,456)	\$ 18,900	\$ (556)
Public Works Department		\$ 2,588,194	\$ 1,872,445	\$ 3,014,992	\$ 2,293,156	\$ (420,711)	\$ 152,820	\$ (267,891)
**Sheriff - General	022700	\$ 2,478,061	\$ 1,698,343	\$ 2,415,490	\$ 1,315,315	\$ 383,028	\$ 348,480	\$ 731,508
Sheriff - Safety Personnel	022710	\$ 4,185,502	\$ 4,105,502	\$ 3,820,838	\$ 3,746,297	\$ 359,205	\$ -	\$ 359,205
Jail - General	022900	\$ 2,994,868	\$ 2,176,901	\$ 2,701,985	\$ 1,907,617	\$ 269,284	\$ 249,840	\$ 519,124
Jail - Safety Personnel	022910	\$ 1,619,048	\$ 1,293,582	\$ 1,763,413	\$ 1,437,947	\$ (144,365)	\$ -	\$ (144,365)
Animal Control - General	023900	\$ 606,163	\$ 401,875	\$ 598,853	\$ 394,565	\$ 7,310	\$ 33,480	\$ 40,790
Veterans Service Officer	056600	\$ 140,545	\$ 72,725	\$ 125,709	\$ 57,211	\$ 15,514	\$ 6,840	\$ 22,354
**Sheriff		\$ 12,024,187	\$ 9,748,928	\$ 11,426,288	\$ 8,858,952	\$ 889,976	\$ 638,640	\$ 1,528,616
Treasurer-Tax Collector	010500	\$ 445,110	\$ 175,043	\$ 435,524	\$ 171,549	\$ 3,494	\$ 24,300	\$ 27,794
						\$ 1,057,376	\$ 2,255,303	\$ 3,312,679

*Salary Savings that were used last year were added back into the 13/14 Board Approved Budget numbers

**Sheriff totals have been updated as of 7/9/14 due to additional funding requests from the Department

Fiscal Year 2014-2015 BUDGET WORKSHOP #2

Board of Supervisors
July 15, 2014

Department Requested Deficit

	Department Requested FY 2013-14	Board Approved FY 2013-14	Department Requested FY 2014-15	CAO-Recommended FY 2014-15
ALL BUDGETS				
Revenues	\$74,763,298	\$76,976,215	\$82,406,904	
Expenses	\$81,635,437	\$81,726,462	\$89,010,472	???
Deficit	-\$6,872,139	-\$4,750,247	-\$6,603,568	\$0-NGF FB-All FB ?
GENERAL FUND				
Revenues	\$45,281,109	\$46,359,155	\$46,841,552	
Expenses	\$51,230,542	\$50,335,241	\$53,165,100	???
Deficit	-\$5,949,433	-\$3,976,086	-\$6,323,548*	\$0 - All FB ?
Fund Balance		\$3,976,086		???

*Caveats & Concerns

- Does not include Operating Transfers In or Out; other costs
 - E.g., Solid Waste = \$600,000; Deferred Maintenance, matching airport grants, etc.
 - Adding more to Grants-In-Support and/or Advertising County Resources?
 - Public Safety under-budgeted?!
- Department Requested expenses still fluid; could increase.
- Still meeting with departments to discuss budget submittals.
- Early indicators that departments are not asking for a lot more
 - Means Department Requested deficit could be a **hard** number
- Some revenues may be overstated
- But many departments preemptively using salary savings
 - Will not be available to bridge gap in CAO Recommended Budget
 - Last Year Board Approved Budget balanced with \$940,085 from General Fund salary savings
 - Means Department Requested deficit could be a **hard** number
- If Requested Budget same as of FY 13-14 Board-Approved Budget, except personnel cost increases, **General Fund Structural Deficit projected to be \$5.04 Million**
 - Department Requested Structural Deficit **\$6,323,548+**
- Fund Balance will not be certified until September 3rd.

Strategies For a Balanced Budget

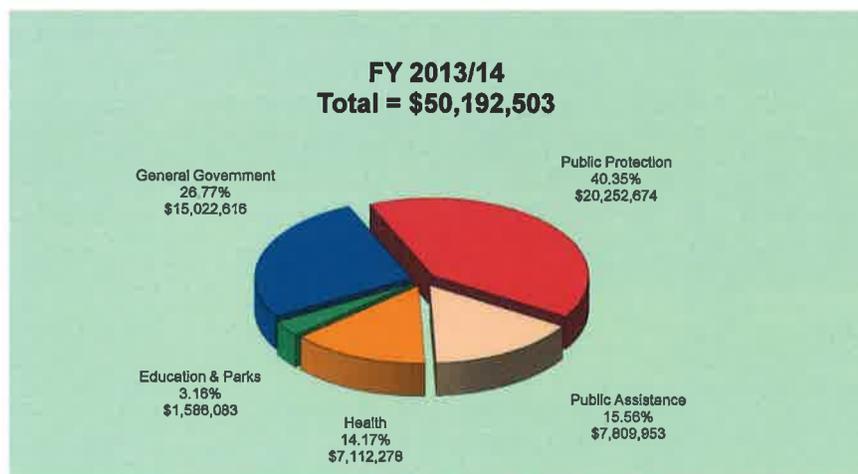
- | | |
|---|--|
| <ul style="list-style-type: none"> • Balance Budget to anticipated General Fund Balance? <ul style="list-style-type: none"> – Assume \$3,976,086, again. (Always uncertain) – Eliminate \$2,347,462 from FY 14-15 Department Requested Budget – Prior to Department Requested, assumed need to cut \$1.8 Million • Eliminate Structural Deficit (e.g., don't rely on <u>any</u> General Fund Balance)? <ul style="list-style-type: none"> – Eliminate \$6,323,548+ from FY 14-15 Department Requested – Use any GF Fund Balance for OPEB Trust contribution, capital expense, etc. • Engage in use of Reserves? <ul style="list-style-type: none"> – Not recommended for ongoing expense. Per policy: bridge funding or emergencies. | <ul style="list-style-type: none"> • Pro-Rata Reductions Recalculated: <ul style="list-style-type: none"> – \$1.8 Million <ul style="list-style-type: none"> • Distributed March & May – \$2,347,462 <ul style="list-style-type: none"> • Balance to Anticipated Fund Balance – \$6,323,548+ <ul style="list-style-type: none"> • Eliminate deficit • Prepare CAO-Recommended Budget <ol style="list-style-type: none"> a) Balancing to anticipated General Fund Balance? b) Eliminating Structural Deficit? c) Other? |
|---|--|

Strategies For a Balanced Budget

OTHER

- **Balance Budget to lower anticipated General Fund Balance?**
 - **Assume \$3,000,000 Fund Balance**
 - Eliminate \$3,323,548 from FY 14-15 Department Requested Budget
 - **Result: need to cut approx. \$1.8 Million from FY 14-15 Board Approved Budget**
 - \$976,086 less in Fund Balance & \$940,085 in Salary Savings

General Fund Expenditures by Function



The HHS Paradox

- State requires County to maintain a Maintenance of Effort (MOE) for Health and Human Services Funding.
- As a result, there is a minimum threshold of General Fund money that must be used in budget.
- Cannot make cuts below threshold without affecting State realignment funding.
- HHS always meets, but does not exceed MOE (maintains minimum General Fund contribution).
- Rather than make cuts, HHS being asked to absorb General Fund costs in other budgets up to its pro-rata share.

Assessor

- FY 13-14 Board-Approved* = \$913,999
- FY 14-15 Department Requested = \$939,717
- **Increase/(Decrease) NCC = \$95,378**
- Pro-Rata Share of \$1.8 M = \$51,120
- **Required Department Requested Cut = \$146,498**
 - For \$6,323,548+ = \$179,589
- How?
- Priority?

* With Salary Savings added back

District Attorney

- FY 13-14 Board-Approved* = \$1,608,036
- FY 14-15 Department Requested = \$1,777,661
- **Increase/(Decrease) NCC = \$162,209**
- Pro-Rata Share of \$1.8 M = \$90,000
- **Required Department Requested Cut = \$252,209**
 - For \$6,323,548+ = \$316,177
- How?
- Priority?

* With Salary Savings added back

Health & Human Services

- FY 13-14 Board-Approved* = \$12,311,976
- FY 14-15 Department Requested = \$13,304,794
- **Increase/(Decrease) NCC = (\$10,735)**
- Pro-Rata Share of \$1.8 M = \$490,403
- **Required Department Requested Cut = \$479,668**
 - For \$6,323,548+ = \$1,722,535
- How?
- Priority?

* With Salary Savings added back

Probation

- FY 13-14 Board-Approved* = \$4,157,233
- FY 14-15 Department Requested = \$4,129,537
- **Increase/(Decrease) NCC = \$149,039**
- Pro-Rata Share of \$1.8 M = \$227,160
- **Required Department Requested Cut = \$376,199**
 - For \$6,323,548+ = \$798,032
- How?
- Priority?

* With Salary Savings added back

Public Works

- FY 13-14 Board-Approved* = \$3,014,992
- FY 14-15 Department Requested = \$2,588,194
- **Increase/(Decrease) NCC = (\$420,711)**
- Pro-Rata Share of \$1.8 M = \$152,820
- **Required Department Requested Cut = (\$267,891)**
 - For \$6,323,548+ = \$536,869
- How?
- Priority?

* With Salary Savings added back

Sheriff

- FY 13-14 Board-Approved* = \$11,426,288
- FY 14-15 Department Requested = \$12,024,187
- **Increase/(Decrease) NCC = \$889,976**
- Pro-Rata Share of \$1.8 M = \$638,640
- **Required Department Requested Cut = \$1,528,616**
 - For \$6,323,548+ = \$2,243,594
- How?
- Priority?

* With Salary Savings added back

Moving Forward

- Confirm target of relying on \$3 Million in General Fund Balance to balance budget?
 - If Fund Balance certified lower (September 3rd) make additional cuts.
 - If Fund Balance higher; restore cuts or provide budget for other unfunded priorities (e.g., OPEB Trust, etc.)
- Consider offering Voluntary Separation Incentive Plan
- Complete departmental budget meetings.

Moving Forward

- **Begin preparation of CAO Recommended Budget to Board-directed target (e.g., relying on \$3 Million General Fund Balance?)**
 - Recommend typical modifications to Department Requested budgets
 - Recommend necessary Operating Transfer from General Fund and appropriate Operating Transfers into General Fund
 - Evaluate Voluntary SIP participation savings (if approved)
 - Identify opportunities for sharing staff to reduce need for additional lay-offs
 - Recalculate General Fund structural deficit, if any, and apply reductions to General Fund budgets on a pro-rata basis
- **Hold additional Budget Workshops as necessary**



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

36

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

FROM: Nathan D. Reade, Agricultural Commissioner

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Public Hearings to Consider the Ordering of Services and Levy of the Assessments for Fiscal Year 2014/2015 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 2014-2015 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 2014/2015 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 2014/2015, it is recommended that your Board adopt a Resolution, approving the Engineer's Report, confirming the diagram and assessments for Fiscal Year 2014/2015 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, 53750, and 53753i, Health and Safety Code Sections 2270 et. seq. (repealed and replaced by Health and Safety Code Section 2000 et. seq.) and Articles XI and XIII D of the California Constitution.

On May 10, 2005, after conducting a ballot proceeding, this Board by its Resolution No. 2005-24, first authorized the levy of assessments for the "Mosquito Control and Disease Prevention Assessment" in compliance with Health and Safety Code Section 2080 abatement district law; Article XIII D of the California Constitution; Government Code Section 25842 et. seq. and Health and Safety Code Section 2000, (formerly 2200) which grants the Board of Supervisors the power to create mosquito and vector control programs in the same manner as a district.

Since FY 1998-1999, the "Owens Valley Mosquito Abatement Program Assessment has been continued annually and the "Mosquito Control and Disease Prevention Assessment" has been continued annually since FY 2005-2006. Both assessments are providing essential revenues needed to fund mosquito abatement projects and services.

SCI Consulting Group, the Engineer of Work for purposes of these proceedings, has hereby prepared Engineer's Reports for "Owens Valley Mosquito Abatement Program Assessment" and for "Mosquito Control and Disease Prevention Assessment". These Engineer's Reports include the proposed budget for the assessments for Fiscal Year 2014/2015 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 change in the CPI from December 2012 to December 2013 was 1.14% and the Unused CPE carried forward from the previous fiscal year is 0.00%. Therefore, the change in the assessment rate for Fiscal Year 2014/2015 is 1.14% ; the assessment rate for Fiscal Year 2014/2015 is \$23.10 per single-family equivalent benefit unit with estimated total annual assessment revenues of \$195,669.00

The assessment rate for Fiscal Year 2014/2015 for "The Owens Valley Mosquito Abatement Program Assessment" is \$20.80 per benefit unit with estimated total annual assessment revenues of \$204,428.00

This public hearing was noticed by publication in the Inyo Register on July 3, 2014.

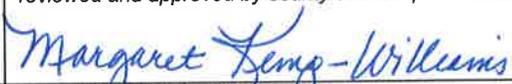
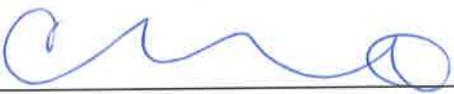
It is recommended that Your Board hold a public hearing on the proposed continuation of the assessments. After due consideration of any public comments regarding the proposed continuation of the assessments and the services funded by the assessments, it is recommended that Your Board approve a Resolution to continue the assessments for Fiscal Year 2014/2015 and to direct additional actions related to the continue of the assessments.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

FINANCING:

The expenditure will be provided in the FY 14/15 department requested budget. There will be no fiscal impact to the Inyo County general fund as OVMAP is a non-general fund program. There are sufficient funds in Budget Unit 154101, Object Code 5265 to cover this expense.

<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>  Approved: <u>✓</u> Date <u>06/16/14</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>egs</u> Date <u>6/12/2014</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> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  _____ Date: 6-19-14
 (Not to be signed until all approvals are received)



OWENS VALLEY MOSQUITO ABATEMENT PROGRAM

COUNTY OF INYO

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM ASSESSMENT

ENGINEER'S REPORT

FISCAL YEAR 2014-15

JULY 2014

PURSUANT TO THE GOVERNMENT CODE, HEALTH AND SAFETY CODE AND ARTICLE
XIIID OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:

SCIConsultingGroup

4745 MANGELS BLVD
FAIRFIELD, CALIFORNIA 94534
PHONE 707.430.4300
FAX 707.430.4319
www.sci-cg.com

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INTRODUCTION

The Owens Valley Mosquito Abatement Program ("OVMAP" or "Program") was formed in 1985 within the County of Inyo ("County") and currently provides mosquito and disease control services throughout the greater Owens Valley, including the cities and communities of Bishop, Independence and Lone Pine as well as unincorporated areas within the Owens Valley. The OVMAP has been providing its public health protection services in Inyo County for over 20 years. The OVMAP is managed by the Agricultural Commissioner and Program staff and is governed by the Inyo County Board of Supervisors.

The OVMAP's core services are summarized as follows:

1. Early detection of public health threats through comprehensive vector surveillance.
2. Protection of public health by reducing mosquitoes that can transmit diseases to humans.
3. Appropriate, timely response to customer requests to prevent/control mosquito-borne diseases.

ASSESSMENT FORMATION

In June of 1998, an assessment ballot proceeding for improved mosquito, vector and disease control services was conducted pursuant to the requirements of Article XIID of the California Constitution ("The Taxpayer's Right to Vote on Taxes Act") and the Health and Safety Code. During this ballot proceeding, property owners within the boundaries of the Owens Valley Mosquito Abatement Program were provided with a notice and ballot for the proposed special assessment. A 45-day period was provided for balloting and a public hearing was conducted in July of 1998. At the public hearing, all ballots returned within the 45-day balloting period were tabulated.

It was determined at the public hearing that 70.9% of the weighted ballots returned were in support of the Assessment. Since the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted), the Program gained the authority to approve the levy of the assessments for fiscal year 1998-99 and to continue the assessment in future years.

The following is an outline of the primary Services that are funded by the Owens Valley Mosquito Abatement Program Assessment:

- Mosquito control
- Surveillance for vector-borne diseases
- Mosquito inspections
- Response to service requests
- Mosquitofish for backyard fish ponds and other appropriate habitats
- Presentations to schools and civic groups
- Identification of mosquitoes and testing for diseases

- Mosquito Surveillance and Disease Testing
- Facilities and Equipment Utilized by the OVMAP

As used within this Report and the benefit assessment, the following terms are defined:

"Vector" means any animal capable of transmitting the causative agent of human disease or capable of producing human discomfort or injury, including, but not limited to, mosquitoes, flies, mites, ticks, other arthropods, and small mammals and other vertebrates (Health and Safety Code Section 2002(k)).

"Vector Control" shall mean any system of public improvements or services that is intended to provide for the surveillance, prevention, abatement, and control of vectors as defined in subdivision (k) of Section 2002 of the Health and Safety Code and a pest as defined in Section 5006 of the Food and Agricultural Code (Government Code Section 53750(m)).

The OVMAP is controlled by Mosquito Abatement and Vector Control Program Law of the State of California. Following are excerpts from the Mosquito Abatement and Vector Control Program Law of 2002, codified in the Health and Safety Code, Section 2000, et seq. which serve to summarize the State Legislature's findings and intent with regard to mosquito abatement and other vector control services:

2001. (a) The Legislature finds and declares all of the following:

- (1) California's climate and topography support a wide diversity of biological organisms.
- (2) Most of these organisms are beneficial, but some are vectors of human disease pathogens or directly cause other human diseases such as hypersensitivity, envenomization, and secondary infections.
- (3) Some of these diseases, such as mosquito borne viral encephalitis, can be fatal, especially in children and older individuals.
- (4) California's connections to the wider national and international economies increase the transport of vectors and pathogens.
- (5) Invasions of the United States by vectors such as the Asian tiger mosquito and by pathogens such as the West Nile virus underscore the vulnerability of humans to uncontrolled vectors and pathogens.

(b) The Legislature further finds and declares:

- (1) Individual protection against the vectorborne diseases is only partially effective.
- (2) Adequate protection of human health against vectorborne diseases is best achieved by organized public programs.
- (3) The protection of Californians and their communities against the discomforts and economic effects of vectorborne diseases is an essential public service that is vital to public health, safety, and welfare.
- (4) Since 1915, mosquito abatement and vector control Programs have protected Californians and their communities against the threats of vectorborne diseases.

(c) In enacting this chapter, it is the intent of the Legislature to create and continue a broad statutory authority for a class of special Programs with the power to conduct effective programs for the surveillance, prevention, abatement, and control of mosquitoes and other vectors.

(d) It is also the intent of the Legislature that mosquito abatement and vector control Programs cooperate with other public agencies to protect the public health, safety, and welfare. Further, the Legislature encourages local communities and local officials to adapt the powers and procedures provided by this chapter to meet the diversity of their own local circumstances and responsibilities.

Further the Health and Safety Code, Section 2082 specifically authorizes the creation of benefit assessments for vector control, as follows:

(a) A district may levy special benefit assessments consistent with the requirements of Article XIID of the California Constitution to finance vector control projects and programs.

ASSESSMENT CONTINUATION

This Engineer's Report ("Report") was prepared by SCI Consulting Group ("SCI") to describe the vector control services to be funded by the assessment (the "Services"), to establish the estimated costs for those services, to determine the special benefits and general benefits received by property from the services and to apportion the assessments to lots and parcels within the OVMAP based on the estimated special benefit each parcel receives from the services funded by the benefit assessment.

This report defines the benefit assessment (the "Assessment") on all specially benefiting properties within the Program boundaries (the "Assessment District"). The Assessment for fiscal year 2014-15, as described in this Engineer's Report, would provide continued funding for mosquito and disease control services in certain areas of Inyo County, as well as related costs for equipment, capital improvements and services and facilities necessary and incidental to mosquito and disease control programs.

The Assessment District is narrowly drawn to include only properties that may request and/or receive direct and more frequent service, that are located within the scope of the vector surveillance area, that are located within flying or traveling distance of potential vector sources monitored by the Program, and that will benefit from a reduction in the amount of vectors reaching and impacting the property as a result of the enhanced vector surveillance and control. The Assessment Diagram included in this report shows the boundaries of the Assessment District.

PROPOSITION 218

This assessment was formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment. When Proposition 218 was

initially approved in 1996, it allowed for certain types of assessments to be “grandfathered” in, and these were exempted from the property-owner balloting requirement.

Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article. Notwithstanding the foregoing, the following assessments existing on the effective date of this article shall be exempt from the procedures and approval process set forth in Section 4:

(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.

Vector control was specifically “grandfathered in,” underscoring the fact that the drafters of Proposition 218 and the voters who approved it were satisfied that funding for vector control is an appropriate use of benefit assessments, and therefore confers special benefit to property.

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V. SANTA CLARA COUNTY OPEN SPACE AUTHORITY

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (“SVTA vs. SCCOSA”). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special benefit to property, not general benefits¹
- The services and /or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

DAHMS V. DOWNTOWN POMONA PROPERTY

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

¹ Article XIII D, § 2, subdivision (d) of the California Constitution states defines “district” as “an area determined by an agency to contain all parcels which will receive a special benefit from the proposed public improvement or property-related service.”

BONANDER V. TOWN OF TIBURON

In the December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based on in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE

On May 26, 2010 the 4th District Court of Appeals issued a decision on the Steven Beutz v. County of Riverside ("Beutz") appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services was not explicitly calculated, quantified and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

This Engineer's Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article 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. Finally, the Assessments are consistent with *Beutz* and *Greater Golden Hill* because the general benefits have been explicitly calculated and quantified and excluded from the Assessments. There have been a number of clarifications made to the analysis, findings and supporting text in this Report to ensure that this consistency is well communicated.

THE SERVICES

The Owens Valley Mosquito Abatement Program, a division of the Inyo County Agricultural Department, provides mosquito abatement services to properties within the boundaries of the Mosquito Abatement Program.

The mosquito abatement/vector control services and environmental improvements undertaken by the Program and financed by the levy of the annual assessment provide special benefit to Assessor Parcels within the Program as defined in the Method of Assessment herein. Such mosquito abatement and vector control projects and programs include, but are not limited to, source reduction, larvicide applications, disease monitoring, public education, reporting, accountability, research and interagency cooperative activities, as well as capital costs, maintenance, and operation expenses. The cost of these services also includes capital costs comprised of equipment, capital improvements and facilities necessary and incidental to the vector control program. (collectively "Services")

ESTIMATE OF COST

**FIGURE 1
COST ESTIMATE**

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM			
Owens Valley Mosquito Abatement Program Assessment			
Estimate of Cost			
Fiscal Year 2014-15			
			Total Budget
Mosquito Control Services and Related Expenditures:			
Mosquito Control Operations		\$	426,794
Materials, Supplies, Equipment and Administration			113,789
Emergency Services/Contingency Funds			-
Facilities, Capital Equipment and Fixed Assets			-
Total Services and Operation			540,583
Less:			
Contribution from Other Sources			(347,155)
Net Cost of Mosquito Control, Fixed Asset Equipment, Operation			193,428
Incidental Costs:			
County Collection, Levy Administration, and Other Incidentals			11,000
Contribution to Reserves and Emergency/Contingency Funds			-
Total Mosquito Control Services and Incidentals		\$	204,428
(Net Amount to be Assessed)			
Budget Allocation to Property:			
Zone of Benefit	Total SFE Units	Assessment per SFE	Total Assessment
Zone A	9,627	\$ 20.80	\$ 200,242
Zone B	805	\$ 5.20	\$ 4,186
			\$ 204,428

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 \$540,583 the District must contribute at least \$ 27,029 from sources other than the assessments. The District will contribute approximately \$151,487, 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 XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The below benefit factors, when applied to property in the Assessment District, confer special benefits to property and ultimately improve the safety, utility, functionality and usability of property in the Assessment District. These are special benefits to property in the Assessment District in much the same way that storm drainage, sewer service, water service, lighting, sidewalks and paved streets enhance the safety, utility and functionality of each parcel of property served by these improvements, providing them with more utility of use and making them safer and more usable for occupants.

It should also be noted that Proposition 218 included a requirement that existing assessments in effect upon its effective date were required to be confirmed by either a majority vote of registered voters in the Assessment District, or by weighted majority property owner approval using the new ballot proceeding requirements. However, certain assessments were excluded from these voter approval requirements. Of note is that in California Constitution Article XIID Section 5(a) this special exemption was granted to assessments for sidewalks, streets, sewers, water, flood control, drainage systems and vector control. The Howard Jarvis Taxpayers Association explained this exemption in their Statement of Drafter's Intent:

*"This is the "traditional purposes" exception. These existing assessments do not need property owner approval to continue. However, future assessments for these traditional purposes are covered."*²

Therefore, the drafters of Proposition 218 acknowledged that vector control assessments were a "traditional" and therefore acknowledged and accepted use.

• Since all assessments, existing before or after Proposition 218 must be based on special benefit to property, the drafters of Proposition 218 inherently found that vector control services confer special benefit on property. Moreover, the statement of drafter's intent also acknowledges that any new or increased vector control assessments after the effective date of Proposition 218 would need to comply with the voter approval requirements it established. This is as an acknowledgement that additional assessments for such "traditional" purposes would be established after Proposition 218 was in effect. Therefore, the drafters of Proposition 218 clearly recognized vector assessments as a "traditional" use of assessments, acknowledged that new vector assessments may be formed after Proposition 218 and inherently were satisfied that vector control services confer special benefit to properties.

The Legislature also made a specific determination after Proposition 218 was enacted that vector control services constitute a proper subject for special assessment. Health and Safety Code section 2082, which was signed into law in 2002, provides that a district may levy special assessments consistent with the requirements of Article XIID of the California Constitution to finance vector control projects and programs. The intent of the Legislature to allow and authorize benefit assessments for vector control services after Proposition 218 is

² Howard Jarvis Taxpayers Association, "Statement of Drafter's Intent", January 1997.

shown in the Assembly and Senate analysis the Mosquito Abatement and Vector Control District Law where it states that the law:

Allows special benefit assessments to finance vector control projects and programs, consistent with Proposition 218.³

Therefore the State Legislature unanimously found that vector control services are a valuable and important public service that can be funded by benefit assessments. To be funded by assessments, vector control services must confer special benefit to property.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided to property in the assessment district. Similar to the assessments in Pomona that were validated by Dahms, the Assessments described in this Engineer's Report fund mosquito and disease control services directly provided to property in the assessment area. Moreover, as noted in this Report, the Services directly reduce mosquito and vector populations on all property in the assessment area. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

MOSQUITO AND VECTOR CONTROL IS A SPECIAL BENEFIT TO PROPERTIES

As described below, this Engineer's Report concludes that mosquito and vector control is a special benefit that provides direct advantages to property in the Assessment District. For example, if approved, the assessment would provide reduced levels of mosquitoes and other vectors on property throughout the Assessment District. Moreover, the assessment will reduce the risk of the presence of diseases on property throughout the Assessment District, which is another direct advantage received by property in the Assessment District. Moreover, the assessment will fund Services that improve the use of property and reduce the nuisance and harm created by vectors on property throughout the Assessment District. These are tangible and direct special benefits that will be received by property throughout the specific area covered by the Assessment.

The following section, Benefit Factors, describes how and why vector control services directly and specially benefit properties in the Assessment District. These benefits are particular and distinct from its effect on property in general or the public at large.

³ Senate Bill 1588, Mosquito Abatement and Vector Control District Law, Legislative bill analysis

BENEFIT FACTORS

In order to allocate the assessments, the Engineer identified the types of special benefit arising from the aforementioned mosquito control services and that would be provided to property within the Program. These types of special benefit are as follows:

- **Reduced mosquito and vector populations on property and as a result, enhanced desirability, utility, usability and functionality of property in the Assessment District.**

The assessments will provide enhanced services for the control and abatement of nuisance and disease-carrying mosquitoes. These Services will materially reduce the number of vectors on properties throughout the Assessment District. The lower mosquito and vector populations on property in the Assessment District is a direct advantage to property that will serve to increase the desirability and "usability" of property. Clearly, properties are more desirable and usable in areas with lower mosquito populations and with a reduced risk of vector-borne disease. This is a special benefit to residential, commercial, agricultural, industrial and other types of properties because all such properties will directly benefit from reduced mosquito and vector populations and properties with lower vector populations are more usable, functional and desirable.

Excessive mosquitoes and other vectors in the area can materially diminish the utility and usability of property. For example, prior to the commencement of mosquito control and abatement services, properties in many areas in the State were considered to be nearly uninhabitable during the times of year when the mosquito populations were high.⁴ The prevention or reduction of such diminished utility and usability of property caused by mosquitoes is a clear and direct advantage and special benefit to property in the Assessment District.

The State Legislature made the following finding on this issue:

⁴ Prior to the commencement of modern mosquito control services, areas in the State of California such as the San Mateo Peninsula, Napa County, Lake County and areas in Marin and Sonoma Counties had such high mosquito populations or other vector populations that they were considered to be nearly unlivable during certain times of the year and were largely used for part-time vacation cottages that were occupied primarily during the months when the natural vector populations were lower.

*"Excess numbers of mosquitoes and other vectors spread diseases of humans, livestock, and wildlife, reduce enjoyment of outdoor living spaces, both public and private, reduce property values, hinder outdoor work, reduce livestock productivity; and mosquitoes and other vectors can disperse or be transported long distances from their sources and are, therefore, a health risk and a public nuisance; and professional mosquito and vector control based on scientific research has made great advances in reducing mosquito and vector populations and the diseases they transmit."*⁵

Mosquitoes and other vectors emerge from sources throughout the Assessment District, and with an average flight range of two miles, mosquitoes from known sources can reach all properties in the Assessment District. These sources include standing water in rural areas, such as marshes, pools, wetlands, ponds, drainage ditches, drainage systems, tree holes and other removable sources such as old tires and containers. The sources of mosquitoes also include numerous locations throughout the urban areas in the Assessment District. These sources include underground drainage systems, containers, unattended swimming pools, leaks in water pipes, tree holes, flower cups in cemeteries, over-watered landscaping and lawns and many other sources. By controlling mosquitoes at known and new sources, the Services will materially reduce mosquito populations on specially benefiting property in the Assessment District.

A recently increasing source of mosquitoes is unattended swimming pools:

*"Anthropogenic landscape change historically has facilitated outbreaks of pathogens amplified by peridomestic vectors such as Cx. pipiens complex mosquitoes and associated commensals such as house sparrows. The recent widespread downturn in the housing market and increase in adjustable rate mortgages have combined to force a dramatic increase in home foreclosures and abandoned homes and produced urban landscapes dotted with an expanded number of new mosquito habitats. These new larval habitats may have contributed to the unexpected early season increase in WNV cases in Bakersfield during 2007 and subsequently have enabled invasion of urban areas by the highly competent rural vector Cx. tarsalis. These factors can increase the spectrum of competent avian hosts, the efficiency of enzootic amplification, and the risk for urban epidemics."*⁶

- **Increased safety of property in the Assessment District.**

The Assessments result in improved year-round proactive Services to control and abate mosquitoes and other vectors that otherwise would occupy properties throughout the Assessment District. Mosquitoes and other vectors are transmitters of diseases, so the

⁵ Assembly Concurrent Resolution 52, chaptered April 1, 2003

⁶ Riesen William K. (2008). Delinquent Mortgages, Neglected Swimming Pools, and West Nile Virus, California. Emerging Infectious Diseases. Vol. 14(11).

reduction of mosquito and vector populations makes property safer for use and enjoyment. In absence of the assessments, these Services would not be provided, so the Services funded by the assessments make properties in the Assessment District safer, which is a distinct special benefit to property in the Assessment District.⁷ This is not a general benefit to property in the Assessment District or the public at large because the Services are tangible mosquito control and disease prevention services that will be provided directly to the properties in the Assessment District and the Services are over and above what otherwise would be provided by the District or any other agency.

This finding was confirmed in 2003 by the State Legislature:

“Mosquitoes and other vectors, including but not limited to ticks, Africanized Honey Bees, rats, fleas, and flies, continue to be a source of human suffering, illness, death and a public nuisance in California and around the world. Adequately funded mosquito and vector control, monitoring and public awareness programs are the best way to prevent outbreaks of West Nile Virus and other diseases borne by mosquitoes and other vectors.”⁷

Also, the Legislature, in Health and Safety Code Section 2001, finds that:

“the protection of Californians and their communities against the discomforts and economic effects of vector borne diseases is an essential public service that is vital to public health, safety, and welfare.”

- **Reductions in the risk of new diseases and infections on property in the Assessment District.**

Mosquitoes have proven to be a major contributor to the spread of new diseases such as West Nile Virus, among others. A highly mobile population combined with migratory bird patterns can introduce new mosquito-borne diseases into previously unexposed areas.

⁷ By reducing the risk of disease and increasing the safety of property, the proposed Services will materially increase the usefulness and desirability of certain properties in the Assessment District.

*"Vector-borne diseases (including a number that are mosquito-borne) are a major public health problem internationally. In the United States, dengue and malaria are frequently brought back from tropical and subtropical countries by travelers or migrant laborers, and autochthonous transmission of malaria and dengue occasionally occurs. In 1998, 90 confirmed cases of dengue and 1,611 cases of malaria were reported in the USA and dengue transmission has occurred in Texas."*⁸

"During 2004, 40 states and the District of Columbia (DC) have reported 2,313 cases of human WNV illness to CDC through ArboNET. Of these, 737 (32%) cases were reported in California, 390 (17%) in Arizona, and 276 (12%) in Colorado. A total of 1,339 (59%) of the 2,282 cases for which such data were available occurred in males; the median age of patients was 52 years (range: 1 month--99 years). Date of illness onset ranged from April 23 to November 4; a total of 79 cases were fatal." ⁹ (According to the Centers for Disease Control and Prevention on January 19, 2004, a total of 2,470 human cases and 88 human fatalities from WNV have been confirmed).

A study of the effect of aerial spraying conducted by the Sacramento-Yolo Mosquito and Vector Control District (SYMVCD) to control a West Nile Virus disease outbreak found that the SYMVCD's mosquito control efforts materially decreased the risk of new diseases in the treated areas:

After spraying, infection rates decreased from 8.2 (95% CI 3.1-18.0) to 4.3 (95% CI 0.3-20.3) per 1,000 females in the spray area and increased from 2.0 (95% CI 0.1-9.7) to 8.7 (95% CI 3.3-18.9) per 1,000 females in the untreated area. Furthermore, no additional positive pools were detected in the northern treatment area during the remainder of the year, whereas positive pools were detected in the untreated area until the end of September (D.-E.A Elnaiem, unpub. data). These independent lines of evidence corroborate our conclusion that actions taken by SYMVCD were effective in disrupting the WNV transmission cycle and reducing human illness and potential deaths associated with WNV. ¹⁰

The Services funded by the assessments will help prevent on a year-round basis the presence of vector-borne diseases on property in the Assessment District. This is another tangible and direct special benefit to property in the Assessment District that would not be received in absence of the assessments.

⁸ Rose, Robert. (2001). Pesticides and Public Health: Integrated Methods of Mosquito Management. Emerging Infectious Diseases. Vol. 7(1); 17-23.

⁹ Center for Disease Control. (2004). West Nile Virus Activity --- United States, November 9--16, 2004. Morbidity and Mortality Weekly Report. 53(45); 1071-1072.

¹⁰ Carney, Ryan. (2008), Efficiency of Aerial Spraying of Mosquito Adulticide in Reducing the Incidence of West Nile Virus, California, 2005. Emerging Infectious Diseases, Vol 14(5)

- **Protection of economic activity on property in the Assessment District.**

As recently demonstrated by the SARS outbreak in China and outbreaks of Avian Flu, outbreaks of pathogens can materially and negatively impact economic activity in the affected area. Such outbreaks and other public health threats can have a drastic negative effect on tourism, business and residential activities in the affected area. The assessments will help to prevent the likelihood of such outbreaks in the District.

Mosquitoes hinder, annoy and harm residents, guests, visitors, farm workers, and employees. A vector-borne disease outbreak and other related public health threats would have a drastic negative effect on agricultural, business and residential activities in the Assessment District.

The economic impact of diseases is well documented. According to a study prepared for the Centers for Disease Control and Prevention, economic losses due to the transmission of West Nile Virus in Louisiana was estimated to cost over \$20 million over approximately one year:

The estimated cost of the Louisiana epidemic was \$20.1 million from June 2002 to February 2003, including a \$10.9 million cost of illness (\$4.4 million medical and \$6.5 million nonmedical costs) and a \$9.2 million cost of public health response. These data indicate a substantial short-term cost of the WNV disease epidemic in Louisiana. 11

Moreover, a study conducted in 1996-97 of La Crosse Encephalitis (LACE), a human illness caused by a mosquito-transmitted virus, found a lifetime cost per human case at \$48,000 to \$3,000,000 and found that the disease significantly impacted lifespans of those who were infected. Following is a quote from the study which references the importance and value of active vector control services of the type that would be funded by the assessments:

The socioeconomic burden resulting from LACE is substantial, which highlights the importance of the illness in western North Carolina, as well as the need for active surveillance, reporting, and prevention programs for the infection. 12

The Services to be funded by the assessments will help prevent the likelihood of such outbreaks on property in the Assessment District and will reduce the harm to economic

¹¹ Zohrabian A, Meltzer MI, Ratard R, Billah K, Molinari NA, Roy K, et al. West Nile Virus economic impact, Louisiana, 2002. Emerging Infectious Disease, 2004 Oct. Available from <http://www.cdc.gov/ncidod/EID/vol10no10/03-0925.htm>

¹² Utz, J. Todd, Apperson, Charles S., Maccormack, J. Newton, Salyers, Martha, Dietz, E. Jacquelin, Mcpherson, J. Todd, Economic And Social Impacts Of La Crosse Encephalitis In Western North Carolina, Am J Trop Med Hyg 2003 69: 509-518

activity on property caused by existing mosquito populations. This is another direct advantage received by property in the Assessment District that would not be received in absence of the assessments.

- **Protection of Assessment District's agriculture, tourism, and business industries.**

The agriculture, tourism and business industries will benefit from reduced levels of harmful or nuisance mosquitoes and other vectors. Conversely, any outbreaks of emerging vector-borne pathogens such as West Nile Virus could also materially negatively affect these industries. Diseases transmitted by mosquitoes and other vectors can adversely impact business and recreational functions.

A study prepared for the United States Department of Agriculture in 2003 found that over 1,400 horses died from West Nile Virus in Colorado and Nebraska and that these fatal disease cases created over \$1.2 million in costs and lost revenues. In addition, horse owners in these two states spent over \$2.75 million to vaccinate their horses for this disease. The study states that "Clearly, WNV has had a marked impact on the Colorado and Nebraska equine industry." ¹³

Pesticides for mosquito control impart economic benefits to agriculture in general. Anecdotal reports from farmers and ranchers indicate that cattle, if left unprotected, can be exsanguinated by mosquitoes, especially in Florida and other southeast coastal areas. Dairy cattle produce less milk when bitten frequently by mosquitoes ¹⁴

The assessments will serve to protect the businesses and industries and the employees and residents that benefit from these businesses and industries. This is a direct advantage and special benefit to property in the Assessment District.

- **Reduced risk of nuisance and liability on property in the Assessment District**

In addition to health related factors, uncontrolled mosquito and vector populations create a nuisance for the occupants of property in the Assessment District. Properties in the Assessment District, therefore, will benefit from the reduced nuisance factor that will be created by the Services. Agricultural and rangeland properties also benefit from the reduced

¹³ S. Geiser, A. Seitzinger, P. Salazar, J. Traub-Dargatz, P. Morley, M. Salman, D. Wilmot, D. Steffen, W. Cunningham, Economic Impact of West Nile Virus on the Colorado and Nebraska Equine Industries: 2002, April 2003, Available from http://www.aphis.usda.gov/vs/ceah/cnahs/nahms/equine/wnv2002_CO_NB.pdf

¹⁴ Jennings, Allen. (2001). USDA Letter to EPA on Fenthion IRED. United States Department of Agriculture, Office of Pest Management Policy. March 8, 2001.

nuisance factor and harm to livestock and employees from lower mosquito and vector populations.

Agricultural, range, golf course, cemetery, open space and other such lands in the Assessment District contain large areas of mosquito and vector habitat and are therefore a significant source of mosquito and vector populations. In addition, residential and business properties in the Assessment District can also contain significant sources.¹⁵ It is conceivable that sources of mosquitoes could be held liable for the transmission of diseases or other harm. For example, in August 2004, the City of Los Angeles approved new fines of up to \$1,000 per day for property owners who don't remove standing water sources of mosquitoes on their property.

The Services will serve to protect the businesses and industries in the Assessment District. This is a direct advantage and a special benefit to property in the Assessment District.

- **Improved marketability of property.**

As described previously, the Services will specially benefit properties in the Assessment District by making them more useable, livable and functional. The Services also make properties in the Assessment District more desirable, and more desirable properties also benefit from improved marketability. This is another tangible and direct special benefit to property which will not be enjoyed in absence of the Services.¹⁶

BENEFIT FINDING

In summary, the special benefits described in this Report and the expansion of Services in the Assessment District directly benefit and protect the real properties in the Assessment District in excess of the assessments for these properties. Therefore, the assessment engineer finds that the cumulative special benefits to property from the Services are reasonably equal to or greater than the proposed annual assessment amount per benefit unit.

GENERAL VERSUS SPECIAL BENEFIT

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund the special benefits to property in the Assessment District but cannot fund any general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

¹⁵ Sources of mosquitoes on residential, business, agricultural, range and other types of properties include removable sources such as containers that hold standing water.

¹⁶ If one were to compare two hypothetical properties with similar characteristics, the property with lower mosquito infestation and reduced risk of vector-borne disease will clearly be more desirable, marketable and usable.

In other words:

$$\text{Total Benefit} = \text{Total General Benefit} + \text{Total Special Benefit}$$

There is no widely-accepted or statutory formula for general benefit from vector control services. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. General benefits are conferred to properties located "in the district,¹⁷" but outside the narrowly-drawn Assessment District and to "the public at large." SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements and services funded by the assessments.

A formula to estimate the general benefit is listed below:

General Benefit =
Benefit to Real Property Outside the Assessment District +
Benefit to Real Property Inside the Assessment District that is Indirect and Derivative +
Benefit to the Public at Large

Special benefit, on the other hand, is defined in the state constitution as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large." The SVTA v. SCCOSA decision indicates that a special

¹⁷ SVTA vs. SCCOSA explains as follows:

OSA observes that Proposition 218's definition of "special benefit" presents a paradox when considered with its definition of "district." Section 2, subdivision (i) defines a "special benefit" as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large." (Art. XIII D, § 2, subd. (i), italics added.) Section 2, subdivision (d) defines "district" as "an area determined by an agency to 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 is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, the overwhelming proportion of the benefits conferred to property is special, since the advantages from the mosquito, vector and disease control/protection funded by the Assessments are directly received by the properties in the Assessment District and are only minimally received by property outside the Assessment District or the public at large.

Proposition 218 twice uses the phrase “over and above” general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).) There currently are minimal mosquito and vector related services being provided to the Assessment District area that are not being funded by a benefit assessment. These minimal services form the baseline level of services in the Assessment District. Arguably, all of the Services to be funded by the assessment therefore would be a special benefit because the additional Services would particularly and distinctly benefit and protect the Assessment District over and above the previous baseline benefits and service.

Nevertheless, arguably some of the Services would benefit the public at large and properties outside the Assessment District. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

CALCULATING GENERAL BENEFIT

Without this assessment the Program would lack the funds to provide the additional and improved Services to property in the Assessment District. Consistent with footnote 8 of SVTA v. SCCOSA, and for the reasons described above, the Program has determined that all parcels in the Assessment District receive a shared direct advantage and special benefit from the Services. The Services directly and particularly serve and benefit each parcel, and are not a mere indirect, derivative advantage. As explained above, Proposition 218 relies on the concept of “over and above” in distinguishing special benefits from general benefits. As applied to an assessment this concept means that all vector control services, which provide direct advantage to property in the Assessment District, are over and above the baseline and therefore are special.

Nevertheless, the Services may provide a degree of general benefit, in addition to the predominant special benefit. This section provides a conservative measure of the general benefits from the Assessments.

BENEFIT TO PROPERTY OUTSIDE THE PROGRAM

Properties within the Assessment District receive almost all of the special benefits from the Services because the Services funded by the Assessments will be provided directly to protect property within the Assessment District from mosquitoes and vector-borne diseases. However, properties adjacent to, but just outside of, the boundaries may receive some benefit from the Services in the form of reduced mosquito populations on property outside the Assessment District. Since this benefit, is conferred to properties outside the district

boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessment.

A measure of this general benefit is the proportion of Services that would affect properties outside of the Assessment District. Each year, the Program will provide some of its Services in areas near the boundaries of the Assessment District. By abating mosquito populations near the borders of the Assessment District, the Services could provide benefits in the form of reduced mosquito populations and reduced risk of disease transmission to properties outside the Assessment District. If mosquitoes were not controlled inside the Assessment District, more of them would fly from the Assessment District. Therefore control of mosquitoes within the Assessment District provides some benefit to properties outside the Assessment District but within the normal travel range of vectors in the form of reduced mosquito populations and reduced vector-borne disease transmission. Since mosquitoes are the predominant vector that would be controlled and mosquitoes most easily travel from their source location to properties in the area, typical mosquito destination ranges will be used to measure the extent that the Services will create reduced vector populations on property outside the Assessment District. This is a measure of the general benefits to property outside the Assessment District because this is a benefit from the Services that is not specially conferred upon property in the Assessment District.

The mosquito potential outside the Assessment District is based on studies of mosquito dispersion concentrations. Mosquitoes can travel up to two miles, on average, so this destination range is used. Based on studies of mosquito destinations, relative to parcels in the Assessment District average concentration of mosquitoes from the Assessment District on properties within two miles of the Assessment District is calculated to be 6%.¹⁸ This relative vector population reduction factor within the destination range is combined with the number of parcels outside the Assessment District and within the destination range to measure this general benefit and is calculated as follows:

CRITERIA:

Mosquitoes may fly up to 2 miles from their breeding source.

519 parcels within 2 miles of, but outside of the Program, may receive some mosquito and disease protection benefit

6% portion of relative benefit that is received

10,994 Parcels in the District

Calculations

Total Benefit = 519 parcels * 6% = 31 parcels equivalents

Percentage of overall parcel equivalents = 31 / 10,994 = **0.28 %**

¹⁸ Tietze, Noor S., Stephenson, Mike F., Sidhom, Nader T. and Binding, Paul L., "Mark-Recapture of *Culex Erythrothorax* in Santa Cruz County, California", Journal of the American Mosquito Control Association, 19(2):134-138, 2003.

Therefore, for the overall benefits provided by the Services to the Assessment District, it is determined that 0.28% of the benefits would be received by the parcels within two miles of the Assessment District boundaries. Recognizing that this calculation is an approximation, this benefit will be rounded up to 1.0%.

BENEFIT TO PROPERTY *INSIDE* THE DISTRICT THAT IS *INDIRECT AND DERIVATIVE*

The "indirect and derivative" benefit to property within the Assessment District is particularly difficult to calculate. As explained above, all benefit within the Assessment District is special because the mosquito and disease control services in the Assessment District would provide direct service and protection that is clearly "over and above" and "particular and distinct" when compared with the level of such protection under current conditions. Further the properties are within the Assessment District boundaries and this Engineer's Report demonstrates the direct benefits received by individual properties from mosquito and disease control services.

In determining the Assessment District area, the Program has been careful to limit it to an area of parcels that will directly receive the Services. All parcels will directly benefit from the surveillance, monitoring and treatment that will be provided on an equivalent basis throughout the Assessment District in order to maintain the same improved level of protection against mosquitoes and other vectors and reduced mosquito and vector populations throughout the area. The surveillance and monitoring sites would be spread on a balanced basis throughout the area. Mosquito and vector control and treatment would be provided as needed throughout the area based on the surveillance and monitoring results. The shared special benefit - reduced mosquito levels and reduced presence of vector-borne diseases - would be received on an equivalent basis by all parcels in the Assessment District. Furthermore, all parcels in the Assessment District would directly benefit from the ability to request service from the Program and to have a Program field technician promptly respond directly to the parcel and address the owner's or resident's service need. The SVTA vs. SCCOSA decision indicates that the fact that a benefit is conferred throughout the Assessment District area does not make the benefit general rather than special, so long as the Assessment district is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. The Program therefore concludes that, other than the small general benefit to properties outside the Assessment District (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Assessment District are special benefits and it is not possible or appropriate to separate any general benefits from the benefits conferred on parcels in the Assessment District.

BENEFIT TO THE PUBLIC AT LARGE

With the type and scope of Services to be provided to the Assessment District, it is very difficult to calculate and quantify the scope of the general benefit conferred on the public at large. Because the Services directly serve and benefit all of the property in the Assessment District, any general benefit conferred on the public at large would be small. Nevertheless, there would be some indirect general benefit to the public at large.

The public at large uses the public highways, streets and sidewalks, and when traveling in and through the Assessment District they will benefit from the Services. A fair and appropriate measure of the general benefit to the public at large therefore is the amount of highway, street and sidewalk area within the Assessment District relative to the overall land area. An analysis of maps of the Assessment District shows that approximately 1.3% of the land area in the Assessment District is covered by highways, streets and sidewalks. This 1.3% therefore is a fair and appropriate measure of the general benefit to the public at large within the Assessment District

SUMMARY OF GENERAL BENEFITS

Using a sum of the measures of general benefit for the public at large and land outside the Assessment District, we find that approximately 2.3% of the benefits conferred by the Owens Valley Mosquito Abatement Program Assessment may be general in nature and should be funded by sources other than the Assessment.

General Benefit =

- 1.0 % (Outside the district)
- + 0.0 % (Inside the district - indirect and derivative)
- + 1.3 % (Public at Large)

=2.3 % (Total General Benefit)

Although this analysis supports the findings that 2.3% of the assessment may provide general benefit only, this number is increased by the Assessment Engineer to 5% to conservatively ensure that no assessment revenue is used to support general benefit. This additional amount allocated to general benefit also covers general benefit to parcels in the Assessment District if it is later determined that there is some general benefit conferred on those parcels.

The Mosquito Abatement Program Assessment total budget for mosquito and vector abatement, disease control, capital improvement and incidental costs is \$540,583. Of this total budget amount, the OVMAP will contribute approximately 64% (\$347,155) of the total budget from sources other than the Mosquito Control and Disease Prevention Assessment. This contribution offsets any general benefits from the Mosquito Control and Disease Prevention Assessment Services.

METHOD OF ASSESSMENT

As previously discussed, the Assessments fund enhanced, comprehensive, year-round mosquito control, and disease surveillance and control Services that will reduce mosquito and vector populations on property and will clearly confer special benefits to properties in the Assessment District. These benefits can also partially be measured by the occupants on property in the Assessment District because such parcel population density is a measure of the relative benefit a parcel receives from the Services. Therefore, the apportionment of

benefit is partially based the population density of parcels. It should be noted that many other types of "traditional" assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, a fixed assessment amount per parcel for all residential improved property was considered but was determined to be inappropriate because agricultural lands, commercial property and other property also receive benefits from the assessments. Likewise an assessment exclusively for agricultural land was considered because the source of mosquitoes is generally located on such property. However, other types of property, such as residential and commercial, also derive the special benefit factors listed above from reduced mosquito populations that would otherwise fly to the property and/or to the inhabited community areas.

Moreover, a fixed or flat assessment was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to a property that covers several acres in comparison to a smaller commercial property that is on a 0.25 acre site because the larger property generally has a larger coverage area and higher usage by employees, customers and guests that would benefit from reduced mosquito populations. This benefit ultimately flows to the property.) Larger parcels, therefore, receive an increased benefit from the assessments.

Therefore, the Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, its relative population and usage potential, its location and its destination potential for mosquitoes. This method is further described below.

ZONES OF BENEFIT

The Owens Valley Mosquito Abatement Program's mosquito control services are concentrated on the areas encompassing the Owens Valley Floor. The remaining areas within the Program boundaries receive relatively less mosquito abatement services, and, therefore relatively lesser benefits from the Mosquito Abatement Program. The areas of lesser benefit are defined to include all parcels within Program boundaries that are within the Inyo National Forest, west of the Owens Valley Floor and those parcels generally along the eastern side of Owens Lake. These areas are hereinafter referred to as Zone of Benefit B or Zone B and are depicted on the Assessment Diagram included with this Report. All other parcels within the Program boundaries are within Zone A, which is generally considered to be the areas of the Owens Valley Floor.

Parcels in Zone B receive relatively less mosquito abatement services on a per parcel and land area basis than parcels in the greater Owens Valley Floor area. Approximately 9% of the total parcels within the Program are in Zone B and this area receives approximately 5% of the services. (5% of services / 9% of parcels = 56% of the relative services per parcel.)

Therefore, on a per parcel basis, parcels in Zone B receive approximately one half the relative services as those in Zone A. Alternatively, Zone B encompasses approximately 50% of the total area within Program boundaries. By this measure, Zone B receives approximately 10% of the relative services per acre in comparison to areas in Zone A. (5% of services / 50% of acreage = 10% of relative services per acre.) Using these measures, the relative level of service, which is a measure of relative benefit, is generally 50% on a parcel basis and 10% on an acreage basis. An average of these measures results in a 25% relative level of benefit in relation to Zone A. Therefore, it is deemed that the benefits to property in Zone B are 25% of the benefits to similar property in Zone A.

The SVTA vs. SCCOSA decision indicates:

In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefitting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).

In the assessment, the advantage that each parcel receives from the Services is direct, and the boundaries for each Zone of Benefit are narrowly drawn so each Zone includes parcels that receive the similar levels of benefit from the Services. Therefore, the even spread of assessment for similar properties in each of the narrowly drawn Zones of Benefit within the District is indeed consistent with the OSA decision.

ASSESSMENT APPORTIONMENT

Certain residential properties in the Assessment District that contain a single residential dwelling unit and are on a lot of less than or equal to one acre are assigned 1.0 SFE. Traditional houses, zero-lot line houses, and townhomes are included in this category of single family residential property.

As stated previously, the special benefits derived from the Mosquito Abatement Program are conferred on property and are not based on a specific property owner’s occupancy of property or the property owner’s demographic status such as age or number of dependents. However, it is ultimately people who do or could use the property who enjoy the benefits described above. Therefore, the opportunity to use and enjoy the area within the Program without the excessive bother or potential health hazards brought by mosquitoes is a special

benefit to properties in the Program. This benefit is related to the number of people who potentially live on, work at or otherwise use the property. In other words, the benefits conferred upon property are related to the average number of people who could potentially live on, work at or otherwise could use a property, not how the property is currently used by the present owner.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the Services in proportion to the number of dwelling units that occupy each property and the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home. These demographic factors for the County of Inyo are depicted below. Using the average population density as basis for determining relative special benefit, Figure 3 lists the SFE factors for multi-family units and mobile home parcels. These benefit factors are deemed to be appropriate on a per unit basis for properties with up to eight residential units.

Properties with higher numbers of units generally receive higher benefits but at a lower relative additional benefit per unit because housing density and population density generally increases for larger parcels; therefore, the benefits from the Program are conferred over a smaller area for the average parcel population density in relation to the average area for a similar population density on other parcels in the Program. In other words, parcels with residential units in excess of eight generally have significantly higher concentrations of residents per acre than the average single family residential parcel. As a result, larger residential properties generally cover a much smaller area in comparison to single family residential properties with a similar population density. Since benefits are conferred over a smaller area, the benefit per additional unit is reduced. (The average population density per acre for larger multifamily residential property is over 3 times the average population density per acre for single family residential property. Therefore, the Engineer has deemed that the additional benefit for residential properties in excess of eight units is approximately 1/3 of the per unit rate based on population density exclusively. As a result, the benefit for multifamily residential and mobile home properties in excess of 8 units is determined to be 0.25 SFE per additional unit of any property type. This benefit apportionment methodology is summarized in Figure 3.

FIGURE 2

RESIDENTIAL ASSESSMENT FACTORS

	<i>Total Population</i>	<i>Occupied Households</i>	<i>Persons per Household</i>	<i>SFE Factor 1st 8 Units</i>	<i>SFE Factor Addl. Units</i>
Single Family Residential	10,897	4,237	2.57	1.00	N/A
Multi-Family Residential	1,435	737	1.95	0.76	0.25
Mobile Home	5,053	2,390	2.11	0.82	0.25

Source: 1990 Census, Inyo County

* The SFE factor for multi-family and mobile home parcels is based on the ratio of average persons per household for the property type versus the average persons per household for a single family residential home. These SFE factors are applied to the first 8 residential units on a property. Additional residential units over 8 units of a specific type are benefited at the rate of 0.25 SFE per additional unit.

COMMERCIAL/INDUSTRIAL PROPERTIES

SFE values for commercial and industrial land uses are based on the equivalence of special benefit between single family residential property and the average commercial/industrial property. The average size of a parcel for a single family home in the Program areas is approximately 0.25 acres. Such residential property has an SFE value of 1.0. The average of size of a property with a single commercial business is 0.50 acres. Using the equivalence of benefit between the average single family residential property and commercial property, improved commercial and industrial parcels of 1/2 acre would also receive an SFE benefit factor of 1.0. Therefore, commercial and industrial parcels of less than one acre in size are assigned 0.50 SFE per quarter acre or portion thereof. Commercial and industrial parcels in excess of 1 acre generally involve uses that require more land area relative to the building area or improvements on the property. As a result, the benefit per additional acre is lower. For such properties, the first acre is assigned 2.0 SFE and land area in excess of 1 acre is assigned 1 SFE benefit unit per additional acre or portion of an acre thereof.

AGRICULTURAL AND OTHER LAND PROPERTIES

The benefits to be received from the mosquito control services include active benefits which are related to the use and enjoyment of the property and passive benefits which are related to the underlying land. An example of a passive benefit is enhancement of property value that will accrue to the land from reduced mosquito populations in the area. Examples of an active benefit factors are enhanced environment for residents, employees and guests, reduced nuisance value to livestock and reduced health risk to employees, residents, guests and livestock. Properties used for agriculture, mining, utility services, recreational purposes and other such land uses generally have a lower employee and resident density than residential and commercial properties. These parcels, therefore, receive lower benefits on a land area basis than residential or commercial property.

It was estimated that 1/5 of the benefits accrue to land and the remainder accrue to the improved use of the property. Since most residential properties are one acre or less in size, the benefit factor for agricultural and other land use-type properties is deemed to be 0.20 SFE per acre of land area. Moreover, agricultural and other land properties of large size typically do not have a population density from employees and guests that increases in correlation to property size. Therefore, the benefits to such properties are deemed to reach a maximum benefit of 2.0 SFE. Included in this category are recreational properties that are generally accessible to the public and are regularly used by customers and guests.

Residential parcels in excess of 1 acre are assessed at the land rate of 0.20 SFE per acre of land area for additional land area over 1 acre with a maximum SFE benefit factor for

additional land of 2.0 SFE. Any residential dwelling units on such land use-type properties are assessed at the residential rates specified previously.

OTHER PROPERTIES

All properties that are specially benefited are assessed. Public right-of-way parcels, well, reservoir or other water rights parcels, limited access open space parcels, watershed parcels and common area parcels typically do not generate employees, residents, customers or guests. Moreover, many of these parcels have limited economic value and, therefore, do not benefit from specific enhancement of property value. Such parcels are, therefore, not specially benefited and are not assessed.

APPEALS AND INTERPRETATION

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Commissioner of the Inyo County Agriculture Department or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Commissioner or his or her designee will promptly review the appeal and any information provided by the property owner. If the Commissioner or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County of Inyo for collection, the Commissioner or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Commissioner or his or her designee shall be referred to the Board of Supervisors of the County of Inyo and the decision of the Board of Supervisors of the County of Inyo shall be final.

ASSESSMENT

WHEREAS, the Board of Supervisors, and in accordance with the requirements of Proposition 218, the County of Inyo contracted with the undersigned Engineer of Work to prepare and file an annual Engineer's Report presenting an estimate of costs, a diagram for the assessment program, an assessment of the estimated costs of the Services, and the special and general benefit conferred thereby, upon all assessable parcels within the assessment program;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act and the order of the Board of Supervisors of the County of Inyo, hereby makes the following determination of an assessment to cover the portion of the estimated cost of the Services, and the costs and expenses incidental thereto to be paid by the assessment program.

The amount to be paid for the Services and the expenses incidental thereto, to be paid by the Owens Valley Mosquito Abatement Program for the fiscal year 2014-15 is generally as follows:

FIGURE 3
SUMMARY COST ESTIMATE
Fiscal Year 2014-15

Mosquito Control Services	\$ 540,583
Fixed Asset & Capital Equipment	-
Incidentals & Reserves	11,000
Total Budget	551,583
Less:	
District Contribution & Current Rev.	(347,155)
Net Amount To Assessments	\$ 204,428

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.

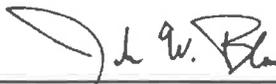
Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Inyo for the fiscal year 2014-15. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in 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 2014-15 for each parcel or lot of land within the Owens Valley Mosquito Abatement Program.

Dated: June 25, 2014



Engineer of Work

By 
John W. Bliss, License No. C052091

ASSESSMENT DIAGRAM

The Owens Valley Mosquito Abatement Program includes all properties within the boundaries of the Mosquito Abatement Program. The boundaries of the Owens Valley Mosquito Abatement Program and the zones of benefit are displayed on the following Assessment Diagram.

APPENDICES

ASSESSMENT ROLL, FISCAL YEAR 2014-15

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 2014-15

JULY 2014

PURSUANT TO THE GOVERNMENT CODE, HEALTH AND SAFETY CODE AND ARTICLE
XIIID OF THE CALIFORNIA CONSTITUTION

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INTRODUCTION

The Owens Valley Mosquito Abatement Program ("OVMAP" or "Program") exists within the County of Inyo ("County") and currently provides mosquito and disease control services throughout the greater Owens Valley, including the cities and communities of Bishop, Big Pine, Independence, and Lone Pine as well as unincorporated areas within the Owens Valley. The OVMAP has been providing its public health protection services in Inyo County for over 20 years. The OVMAP is managed by the Agricultural Commissioner and Program staff and is governed by the Inyo County Board of Supervisors.

The OVMAP's core services are summarized as follows:

1. Early detection of public health threats through comprehensive mosquito surveillance.
2. Protection of public health by reducing mosquitoes that can transmit diseases to humans.
3. Appropriate, timely response to customer requests to prevent/control mosquito-borne diseases.

ASSESSMENT FORMATION

On March 8, 2005, the Inyo County Board of Supervisors authorized the initiation of proceedings for a proposed benefit assessment to provide local funding for improved mosquito, and disease prevention services. This assessment was named the "Mosquito Control and Disease Prevention Assessment (the "Assessment" or the "Assessment District"). In March of 2005, an assessment ballot proceeding was conducted pursuant to the requirements of Article XIID of the California Constitution ("The Taxpayer's Right to Vote on Taxes Act") and the Health and Safety Code. During this ballot proceeding, property owners within the boundaries of the Owens Valley Mosquito Abatement Program were provided with a notice and ballot for the proposed special assessment. A 45-day period was provided for balloting and a public hearing was conducted in May of 2005. At the public hearing, all ballots returned within the 45-day balloting period were tabulated.

It was determined at the public hearing that 71.4% of the weighted ballots returned were in support of the Assessment. Since the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted), the Program gained the authority to approve the levy of the assessments for fiscal year 2005-06 and continue the assessment in future years. The authority granted by the ballot proceeding includes an annual adjustment in the maximum authorized assessment rate equal to the annual change in the Consumer Price Index for the Los Angeles Area, not to exceed 3%.

The following is an outline of the primary services and improvements that are funded by the mosquito and disease control assessment:

- Mosquito control
- Surveillance for vector-borne diseases
- Mosquito inspections
- Response to service requests
- Mosquitofish for backyard fish ponds and other appropriate habitats
- Presentations to schools and civic groups
- Identification of mosquitoes and testing for diseases
- Mosquito Surveillance and Disease Testing
- Facilities and Equipment Utilized by the OVMAP

As used within this Report and the benefit assessment, the following terms are defined:

"Vector" means any animal capable of transmitting the causative agent of human disease or capable of producing human discomfort or injury, including, but not limited to, mosquitoes, flies, mites, ticks, other arthropods, and small mammals and other vertebrates (Health and Safety Code Section 2002(k)).

"Vector Control" shall mean any system of public improvements or services that is intended to provide for the surveillance, prevention, abatement, and control of vectors as defined in subdivision (k) of Section 2002 of the Health and Safety Code and a pest as defined in Section 5006 of the Food and Agricultural Code (Government Code Section 53750(m)).

The OVMAP is controlled by Mosquito Abatement and Vector Control Program Law of the State of California. Following are excerpts from the Mosquito Abatement and Vector Control Program Law of 2002, codified in the Health and Safety Code, Section 2000, et seq. which serve to summarize the State Legislature's findings and intent with regard to mosquito abatement and other vector control services:

2001. (a) The Legislature finds and declares all of the following:

- (1) California's climate and topography support a wide diversity of biological organisms.
- (2) Most of these organisms are beneficial, but some are vectors of human disease pathogens or directly cause other human diseases such as hypersensitivity, envenomization, and secondary infections.
- (3) Some of these diseases, such as mosquito borne viral encephalitis, can be fatal, especially in children and older individuals.
- (4) California's connections to the wider national and international economies increase the transport of vectors and pathogens.
- (5) Invasions of the United States by vectors such as the Asian tiger mosquito and by pathogens such as the West Nile virus underscore the vulnerability of humans to uncontrolled vectors and pathogens.

(b) The Legislature further finds and declares:

- (1) Individual protection against the vectorborne diseases is only partially effective.

(2) Adequate protection of human health against vectorborne diseases is best achieved by organized public programs.

(3) The protection of Californians and their communities against the discomforts and economic effects of vectorborne diseases is an essential public service that is vital to public health, safety, and welfare.

(4) Since 1915, mosquito abatement and vector control Programs have protected Californians and their communities against the threats of vectorborne diseases.

(c) In enacting this chapter, it is the intent of the Legislature to create and continue a broad statutory authority for a class of special Programs with the power to conduct effective programs for the surveillance, prevention, abatement, and control of mosquitoes and other vectors.

(d) It is also the intent of the Legislature that mosquito abatement and vector control Programs cooperate with other public agencies to protect the public health, safety, and welfare. Further, the Legislature encourages local communities and local officials to adapt the powers and procedures provided by this chapter to meet the diversity of their own local circumstances and responsibilities.

Further the Health and Safety Code, Section 2082 specifically authorizes the creation of benefit assessments for vector control, as follows:

(a) A district may levy special benefit assessments consistent with the requirements of Article XIIID 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 2014-15, as described in this Engineer's Report, would provide continued funding for mosquito and disease control services in certain areas of Inyo County, as well as related costs for equipment, capital improvements and services and facilities necessary and incidental to mosquito and disease control programs.

The Assessment District is narrowly drawn to include only properties that may request and/or receive direct and more frequent service, that are located within the scope of the vector surveillance area, that are located within flying or traveling distance of potential vector sources monitored by the Program, and that will benefit from a reduction in the amount of vectors reaching and impacting the property as a result of the enhanced vector surveillance and control. The Assessment Diagram included in this report shows the boundaries of the Assessment District.

PROPOSITION 218

This assessment was formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now Article

XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment. When Proposition 218 was initially approved in 1996, it allowed for certain types of assessments to be "grandfathered" in, and these were exempted from the property-owner balloting requirement.

Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article. Notwithstanding the foregoing, the following assessments existing on the effective date of this article shall be exempt from the procedures and approval process set forth in Section 4:

(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.

Vector control was specifically "grandfathered in," underscoring the fact that the drafters of Proposition 218 and the voters who approved it were satisfied that funding for vector control is an appropriate use of benefit assessments, and therefore confers special benefit to property.

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V. SANTA CLARA COUNTY OPEN SPACE AUTHORITY

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA vs. SCCOSA"). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special benefit to property, not general benefits¹
- The services and /or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

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

¹ Article XIII D, § 2, subdivision (d) of the California Constitution states defines "district" as "an area determined by an agency to contain all parcels which will receive a special benefit from the proposed public improvement or property-related service."

Assessment District, the benefiting property in the Assessment District will directly and tangibly benefit from reduced mosquito and vector populations, reduced risk of the presence of diseases, increased safety of property and other special benefits; and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property. There have been a number of clarifications made to the analysis, findings and supporting text in this Report to ensure that this consistency is well communicated.

DAHMS V. DOWNTOWN POMONA PROPERTY

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

BONANDER V. TOWN OF TIBURON

In the December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based on in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE

On May 26, 2010 the 4th District Court of Appeals issued a decision on the Steven Beutz v. County of Riverside ("Beutz") appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services was not explicitly calculated, quantified and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels. Finally, the Assessments are consistent with *Beutz* and *Greater Golden Hill* because the general benefits have been explicitly calculated and quantified and excluded from the Assessments.

GENERAL DESCRIPTION OF THE PROGRAM AND SERVICES

ABOUT THE MOSQUITO CONTROL PROGRAM

The Owens Valley Mosquito Abatement Program (OVMAP) operates within the County of Inyo Department of Agriculture and controls and monitors disease-carrying mosquitoes. The OVMAP protects the usefulness, desirability and livability of property and the inhabitants of property within jurisdictional area through the abatement of invertebrate vectors. In addition, the OVMAP regularly tests for diseases carried by mosquitoes and educates the property owners and the occupants of property in the Program's coverage area about how to protect themselves from diseases transmitted by mosquitoes.

There are currently approximately 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.
- 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.

MOSQUITO AND MOSQUITO-BORNE DISEASES IN INYO COUNTY

The OVMAP undertakes activities through its Integrated Vector Management Program to control the following vectors of disease and/ or discomfort within the OVMAP²:

Mosquitoes - Certain species of mosquitoes found in Inyo County can transmit Malaria, St. Louis Encephalitis, Western Equine Encephalomyelitis, West Nile Virus, and potentially other encephalitis viruses. While not all species of mosquitoes transmit disease, all species can cause human discomfort when the female mosquito bites to obtain blood. Reactions range from irritation in the area of the bite to severe allergic reactions or secondary infections resulting from scratching the irritated area. Additionally, an abundance of mosquitoes can cause economic losses, and loss of use or enjoyment of recreational, agricultural, or industrial areas.

Of the world's three thousand mosquito species, more than fifty live in California, and twenty-four have been identified in Inyo County. Continuous surveillance and special control efforts are aimed the most common species in the county. The primary species in the County are summarized as follows:

- Culiseta incidens
- Culiseta inornata
- Culex tarsalis
- Culex erythrothorax
- Aedes dorsalis
- Aedes melanimon
- Aedes nigromaculis
- Aedes increpitus
- Aedes sierrensis
- Anopheles franciscanus
- Anopheles freeborni

Most of the vectors mentioned above are extremely mobile and cause the greatest hazard or discomfort away from their breeding site. Each of these potential vectors has a unique life cycle, and most of them occupy different habitats. In order to effectively control these vectors, an integrated vector management program must be employed. OVMAP policy is to identify those species that are currently vectors, to recommend techniques for their prevention and control, and to anticipate and minimize any new interactions between vectors and humans.

² The improved mosquito and vector control and disease prevention services would materially increase the usefulness, utility, livability and desirability of properties in the Assessment District.

INTEGRATED PEST MANAGEMENT

As noted, the Program's Services address several types of vectors and share general principles and policies. These include the identification of vector problems; responsive actions to control existing populations of vectors, prevention of new sources of vectors from developing, and the management of habitat in order to minimize vector production; education of land-owners and others on measures to minimize vector production or interaction with vectors; and provision and administration of funding and institutional support necessary to accomplish these goals.

In order to accomplish effective and environmentally sound vector management, the manipulation and control of vectors must be based on careful surveillance of their abundance, habitat (potential abundance), pathogen load, and/or potential contact with people; the establishment of treatment criteria (thresholds); and appropriate selection from a wide range of control methods. This dynamic combination of surveillance, treatment criteria, and use of multiple control activities in a coordinated program is generally known as Integrated Pest Management (IPM) (Glass 1975, Davis et al 1979, Borror et al 1981, Durso 1996, Robinson 1996).

The OVMAP's Vector Management Program, like any other IPM program, by definition involves procedures for minimizing potential environmental impacts. The Program employs IPM principles by first determining the species and abundance of vectors through evaluation of public service requests and field surveys of immature and adult pest populations; and then, if the populations exceed predetermined criteria, using the most efficient, effective, and environmentally sensitive means of control. For all vector species, public education is an important control strategy, and for some vectors (rodents, ticks) it is the Program's primary control method. In some situations, water management or other physical control activities (historically known as "source reduction" or "permanent control") can be instituted to reduce vector-breeding sites. The Program also uses biological control such as the planting of mosquitofish (in ornamental ponds, unused swimming pools and other standing water bodies). When these approaches are not effective or are otherwise inappropriate, natural materials that have been found to be environmentally safe are used to treat specific pest-producing or pest-harboring areas.

The following is a summary of the OVMAP's efforts to apply IPM to the vectors and issues outlined above.

MOSQUITOES

PERMANENT WATER MOSQUITOES

Risk assessment: historically, *Culex tarsalis* and *Culex erythrothorax* have been very abundant in the Owens Valley. The great vector potential of these species documented in other parts of the state suggests that they are principal mosquito threats. The threat of *Anopheles* as vectors is reduced by the absence of resident malaria pathogens in the area.

Culiseta, particularly *Culiseta Inornata*, are very widespread in the county, occurring in many kinds of habitats during most of the year. However, tests of their ability to transmit viral pathogens show them to be of little significance as vectors.

Surveillance: Surveillance of these mosquitoes is accomplished by a combination of methods. First, individual residents and property owners call the Program with complaints about bites or potential larval sites. Second, technicians and surveillance staff actively examine potential sites by sampling water, collecting larvae, and identifying the larvae to species. Finally, various traps (light traps, carbon dioxide baited traps) are used to identify species and general breeding locations.

During the warm months, additional temporary staff is hired to help inspect and treat catch basins throughout the County, particularly in the urbanized areas. Catch basins can produce *Culex Tarsalis* in great numbers at locations close to residences and businesses.

Viruses transmitted by permanent water mosquitoes are surveyed by testing the mosquito vectors, the avian reservoirs, and humans. Other viral tests of mosquitoes, birds, or mammals are performed by the California Department of Health Services. The Program has participated in the state-wide dead bird surveillance program for West Nile virus, responding to reports of dead birds from the public. These results are mapped using a Geographic Information System. Humans are tested by various laboratories, but the Program actively seeks data.

Control: The Program currently uses four main materials to kill permanent water larvae and mosquitoes. The toxin of the natural bacteria *Bacillus thuringiensis israelensis* (Bti) can be applied as either a liquid or a granule. This toxin must be eaten by larvae, restricting its use to the first through third instars. BTI has the tremendous advantage of specificity, only affecting mosquitoes and related groups of flies. The spores of *Bacillus sphaericus* (Bs) are also available for liquid spray or granular application. This product has the advantage over BTI of sometimes reproducing in the water, extending the life of its effectiveness. Bs is only effective against *Culex* and works well in highly polluted water. Methoprene is an analogue of a natural insect hormone that prevents successful development of larvae. It is available as a short-lived liquid and longer-acting granules and briquets. Finally, the Program uses a short life-cycle oil combined with surfactants (Golden Bear and Agnique MMS) in situations where the materials above will not work. Golden Bear and Agnique MMS the only materials available that is effective against pupae.

The Program uses the mosquito fish, *Gambusia affinis*, for biological control. These work particularly well during warm months in decorative ponds and swimming pools, but they are also used in surface water that does not connect with the watershed. The Program is prohibited from introducing these fish into watersheds, though many of the creeks are already populated by mosquito fish. Mosquito fish can be used in combination with BTI, Bs, and methoprene in a process sometimes referred to as Integrated Biological Control.

Monitoring: For the most part, monitoring is the continuation of surveillance activities. Technicians specifically check treatment sites to be sure that applications were successful. The surveillance section operates carbon-dioxide baited traps.

FLOODWATER MOSQUITOES

Risk assessment: The species remains the main nuisance threat in the area. Owens River oxbows can fill with water when river levels rise. Untreated water in the oxbows will produce huge numbers (up to 3 billion per acre) of floodwater mosquitoes that will migrate to lights at night. Lights at night are usually where people live, so these huge populations can severely impact communities adjacent to the Owens River. River oxbows can flood and produce mosquitoes anytime river levels rise above 450 cubic feet per minute during warm weather.

Surveillance: The Program has an annual program of quantitative surveillance of *Aedes melanimon* that consists of counted dips from habitats and counts of larvae by instar (the lifecycle stage between molts). The location and intensity of surveillance is guided by observation of rainfall and irrigation schedules, the sources of water for this species. This style of surveillance is necessary to time treatments of large areas. Surveillance for this species is one of the principal activities of technicians from March through October. *Aedes melanimon* requires alert attention to irrigation schedules in the summer followed by rapid inspection of sites. At summer temperatures, this species can complete development in a week. There is a risk of allowing emergence of this species between inspection visits to remote sites.

Monitoring: *Aedes melanimon* are aggressive day- and night-time biters. As a result, public complaints are an accurate assessment of the success or failure of treatments. Carbon-dioxide baited traps are also an effective means of monitoring the adults of these species.

DISEASE SURVEILLANCE

In addition to the nuisance of disrupting human activities and causing our environment to be uninhabitable, certain insects and animals may transmit a number of diseases. The diseases of most concern in Inyo County are WNV, St. Louis Encephalitis (SLE) and Western Equine Encephalomyelitis (WEE) transmitted by mosquitoes.

The Program has found mosquito and other potential vector sources scattered throughout the Owens Valley Area. All properties within the Program are within mosquito-flying range of one or more mosquito sources, and/or the normal travel range of one or more other vectors. Furthermore, the Program has long suffered from mosquitoes and other vectors and includes a large number of sources.

Mosquito populations are surveyed using a variety of field methods and traps. Surveillance is conducted in a manner based upon an equal spread of resources throughout the Program boundaries, focusing on areas of likely sources. Treatment strategies are based upon the results of the surveillance program, and are specifically designed for individual area. Small

volume mosquito "dippers" and direct observation are used to evaluate larval populations, and service requests from the public, field landing counts, and carbon dioxide baited traps are used to evaluate adult populations. The surveillance traps are located and spread throughout the Program in a balanced approach such that the traps measure mosquito levels throughout the Program.

Mosquito-borne diseases are surveyed using adult mosquitoes and potentially wild birds. The OVMAP is in compliance with the Animal Welfare Act (Reg. No.: 93-R-0457) as administered by the United States Department of Agriculture (USDA) for the well-being and safety of laboratory animals.

Adult mosquitoes are collected and tested for SLE, WNV and WEE virus infection. Collection is made with traps baited with carbon dioxide from compressed cylinders.

Surveillance will also be conducted to determine vector habitat (e.g., standing water) and the effectiveness of control operations. Inspections will be conducted using techniques with insignificant impacts on the environment. Staff routinely uses pre-existing accesses such as roadways, open areas, walkways, and trails. Vegetation management (i.e., pruning trees, clearing brush, and herbicide application) is conducted where overgrowth impedes safe access. All of these actions only result in a temporary/localized physical change to the environment with regeneration/regrowth occurring within a span of six to nine months.

In order to access various sites throughout the OVMAP for surveillance and for control, OVMAP staff utilizes specialized equipment such as light trucks and all-terrain vehicles. OVMAP policies on use of this equipment are designed to avoid environmental impact.

The OVMAP currently collects and tests dead birds for the presence of WNV, SLE and WEE virus infection.

EDUCATION

The primary goal of the OVMAP's activities is to prevent mosquitoes from reaching public nuisance or disease thresholds by managing their habitat while protecting habitat values for their predators and other beneficial organisms. Mosquito prevention is accomplished through public education, including site-specific recommendations on water and land use, and by physical control (discussed in a later section).

The OVMAP's education program teaches the people within the Program how to recognize, prevent, and suppress vector breeding and harborage on their property. This part of the OVMAP's Services is accomplished through the distribution of brochures, fact sheets, and newsletters, participation in local fairs and events, presentations to community organizations, contact with Technicians in response to service requests, and public service announcements and news releases.

CONTROL OF MOSQUITOES

When a mosquito source produces mosquitoes above OVMAP treatment thresholds, the Mosquito Control Technician will generally work with the landowner or responsible agency to reduce the habitat value of the site for mosquitoes ("physical control"). If this is ineffective, the Technician will determine the best method of further treatment including biological control and/or chemical control. The Program's objective is to provide the properties a "Zone of Benefit" level of consistent mosquito and vector control such that all properties would benefit from equivalent reduced levels of mosquitoes and other vectors. Surveillance and monitoring are provided on a Program-wide basis. The Program, though, cannot predict where control measures will be applied because the type and location of control depends on the surveillance and monitoring results. However, the control thresholds and objectives are comparable throughout the Zone of Benefit.

▪ Physical Control

The OVMAP directs the property owner to manage mosquito habitat areas ("breeding sources") within the Assessment District to reduce mosquito production. This may include removal of containers and debris, plant mosquito fish in standing water from unmaintained swimming pools and spas, direct property owners for the removal of vegetation or sediment, interrupting water flow, rotating stored water, pumping and/or filling sources, improving drainage and water circulation systems, breaching or repairing levees, and installing, improving, or removing culverts, and other water control structures in wetlands.

▪ Biological Control

The mosquitofish, *Gambusia affinis*, is the OVMAP's primary biocontrol agent used against mosquitoes. Mosquitofish are not native to California, but have been widely established in the state since the early 1920's, and now inhabit most natural and constructed water bodies. The OVMAP rears mosquitofish in large tanks and periodically uses nets to collect mosquitofish from natural water bodies located in the County. OVMAP technicians place mosquitofish only in man-made settings within the Assessment District where either previous surveillance has demonstrated a consistently high production of mosquitoes, or where current surveillance indicates that mosquito populations will likely exceed chemical control thresholds without prompt action. Mosquitofish are also made available to the people to control mosquito production only in artificial containers such as ornamental fishponds, water plant barrels, horse troughs, and abandoned swimming pools within the Assessment District.

- **Material Control**

Since many mosquito-breeding sources cannot be adequately controlled with physical control measures or mosquitofish, the OVMAP also uses natural biological materials and/or insecticides found to be harmless to the environment and approved by the Department of Agriculture and other environmental agencies to control mosquito production where observed mosquito production exceeds OVMAP thresholds. When field inspections indicate the presence of mosquito populations which meet OVMAP criteria for material control (including presence of disease, abundance, density, species composition, proximity to human settlements, water temperature, presence of predators, and others), OVMAP staff applies these materials to the site in strict accordance with the label instructions.

- **West Nile Virus Strategic Response Plan**

Inyo County's West Nile Virus Strategic Response Plan is comprised of the following five elements: Public Education, Surveillance, Mosquito Control, Response, and Remediation.

Education

The goal of this step is to educate and inform Inyo County residents about WNV specifically, and mosquito control generally. The methods used to achieve this goal include outreach materials in both English in Spanish, available through the web and other media; the implementation of an education campaign aimed at prevention and education rather than reaction and alarm; proactive press releases and media contact; and the establishment of the County of Inyo as the local resource regarding West Nile Virus.

Surveillance

In order to efficiently and accurately identify and monitor the onset, spread and risk of mosquito-borne diseases (including WNV) in the County of Inyo, technicians regularly trap and test mosquitoes in over 12 locations each week., as well as monitor over 200 known mosquito-breeding locations throughout the County. This monitoring may involve site visits or be in response to citizen inquiries or complaints. Breeding activity is verified by visual observation, trapping and/or larval collection from water sources using dipping equipment.

Mosquito Control

To effectively break the chain of events that lead to the spread of WNV, the most effective measures have been directed at the reduction of mosquitoes. As outlined in a previous section, the County employs an Integrated Pest Management (IPM) approach that uses physical, biological and chemical control measures.

Response

The WNV Strategic Response Plan is based on conditions established by the California Department of Health Services (CDHS) California Mosquito-borne Virus Response Plan and the Centers for Disease Control (CDC) that exist at three response levels identified as normal season, emergency planning, and epidemics of WNV.

Remediation

In order to achieve the county's goal of reducing or eliminating mosquito breeding locations countywide by attaining compliance with existing regulatory requirements, OVMAP will seek voluntary compliance in all cases. In the event that voluntary compliance cannot be attained, the OVMAP will work with property owners, public agencies and municipalities to ensure appropriate remediation to protect public health.

OVMAP ANNUAL SUMMARY 2013

The Owens Valley experienced the second year of a drought in 2013. As a result of the lack of water, the mosquito breeding season was light. Staff used this past season to modify known mosquito breeding areas to better gain access with pesticide application equipment.

The OVMAP secured a five year contract with our neighboring mosquito control district, Mammoth Lakes Mosquito Control District (MLMAD), to perform all duties of the district. The OVMAP started service in the Old Mammoth Lakes area last August. The light mosquito season facilitated our introduction to the Mammoth Lakes District and all staff learned the major mosquito breeding locations and their prescription for control.

- 561 mosquito larvicide and 30 adult mosquito control applications were performed this year. Both MLMAD and OVMAP National Pollution Discharge Elimination System (NPDES) permits were fulfilled with our program's participation with the Mosquito and Vector Control Association of California NPDES coalition. Careful tracking and testing of all our mosquito control products was conducted.
- Adult mosquito surveillance was conducted during the season with a total of 330 trap nights distributed and collected throughout the district. Four mosquito pools were submitted for disease testing. All returned negative.
- Mosquito control technicians are required to complete continuing education units annually to maintain certification by the State of California, Department of Health Services. One of our full time staff members studied and passed his certification exams for vertebrate and invertebrate vectors. This brings a total of three staff fully certified for vector control and two staff certified for mosquito control. All certified staff completed several continuing education classes during this past year. Several of these classes were conducted "on-line" and reduced education expenses.
- All OVMAP vehicles had preventative maintenance performed. This includes our fleet of nine pick-up trucks and nine All-Terrain Vehicles (ATV). Five adulticide machines and nine ATV mounted granular spreaders were calibrated not only for flow rates, but also for correct droplet size of about 30 microns. Proper calibration of equipment accommodates more effective pesticide applications.
- Public outreach events were held, most notably, the OVMAP maintained a booth at the Tri-County Fair Labor Day weekend. This annual event gives our staff the opportunity to directly contact our rate payers. Feedback happens and most of it is good. The OVMAP has also been very active with our Facebook page. This venue is very close to real time conversation. News is posted several times each week.
- The Owens Dry Lake and the Lower Owens River Project continue to be serviced by the OVMAP under contract with the City of Los Angeles, Department of Water and Power.

ESTIMATE OF COST

FIGURE 1
OWENS VALLEY MOSQUITO ABATEMENT PROGRAM
Mosquito Control and Disease Prevention Assessment
Estimate of Cost
Fiscal Year 2014-15

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM Mosquito Control and Disease Prevention Assessment Estimate of Cost Fiscal Year 2014-15			
			Total Budget
Mosquito Control Services and Related Expenditures:			
Mosquito Control Operations		\$	426,794
Materials, Supplies, Equipment and Administration			113,789
Emergency Services/Contingency Funds			-
Facilities, Capital Equipment and Fixed Assets			-
Total Services and Operation			540,583
Less:			
Contribution from Other Sources			(355,914)
Net Cost of Mosquito Control, Fixed Asset Equipment, Operation			184,669
Incidental Costs:			
County Collection, Levy Administration, and Other Incidentals			11,000
Contribution to Reserves and Emergency/Contingency Funds			-
Total Mosquito Control Services and Incidentals		\$	195,669
(Net Amount to be Assessed)			
Budget Allocation to Property:			
Zone of Benefit	Total SFE Units	Assessment per SFE	Total Assessment
Zone A	8,295	\$23.10	\$ 191,615
Zone B	702	\$ 5.78	\$ 4,054
			\$ 195,669

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 \$540,583 the District must contribute at least \$ 27,029 from sources other than the assessments. The District will contribute over \$151,487 , 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 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."³

Therefore, the drafters of Proposition 218 acknowledged that vector control assessments were a "traditional" and therefore acknowledged and accepted use.

Since all assessments, existing before or after Proposition 218 must be based on special benefit to property, the drafters of Proposition 218 inherently found that vector control services confer special benefit on property. Moreover, the statement of drafter's intent also acknowledges that any new or increased vector control assessments after the effective date of Proposition 218 would need to comply with the voter approval requirements it established. This is as an acknowledgement that additional assessments for such "traditional" purposes would be established after Proposition 218 was in effect. Therefore, the drafters of Proposition 218 clearly recognized vector assessments as a "traditional" use of assessments, acknowledged that new vector assessments may be formed after Proposition 218 and inherently were satisfied that vector control services confer special benefit to properties.

The Legislature also made a specific determination after Proposition 218 was enacted that vector control services constitute a proper subject for special assessment. Health and Safety Code section 2082, which was signed into law in 2002, provides that a district may levy special assessments consistent with the requirements of Article XIII D of the California Constitution to finance vector control projects and programs. The intent of the Legislature to allow and authorize benefit assessments for vector control services after Proposition 218 is

³ Howard Jarvis Taxpayers Association, "Statement of Drafter's Intent", January 1997.

shown in the Assembly and Senate analysis the Mosquito Abatement and Vector Control District Law where it states that the law:

Allows special benefit assessments to finance vector control projects and programs, consistent with Proposition 218.⁴

Therefore the State Legislature unanimously found that vector control services are a valuable and important public service that can be funded by benefit assessments. To be funded by assessments, vector control services must confer special benefit to property.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided to property in the assessment district. Similar to the assessments in Pomona that were validated by Dahms, the Assessments described in this Engineer's Report fund mosquito, vector and disease control services directly provided to property in the assessment area. Moreover, as noted in this Report, the Services directly reduce mosquito and vector populations on all property in the assessment area. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

MOSQUITO AND VECTOR CONTROL IS A SPECIAL BENEFIT TO PROPERTIES

As described below, this Engineer's Report concludes that mosquito and vector control is a special benefit that provides direct advantages to property in the Assessment District. For example, if approved, the assessment would provide reduced levels of mosquitoes and other vectors on property throughout the Assessment District. Moreover, the assessment will reduce the risk of the presence of diseases on property throughout the Assessment District, which is another direct advantage received by property in the Assessment District. Moreover, the assessment will fund Services that improve the use of property and reduce the nuisance and harm created by vectors on property throughout the Assessment District. These are tangible and direct special benefits that will be received by property throughout the specific area covered by the Assessment.

The following section, Benefit Factors, describes how and why vector control services directly and specially benefit properties in the Assessment District. These benefits are particular and distinct from its effect on property in general or the public at large.

⁴ Senate Bill 1588, Mosquito Abatement and Vector Control District Law, Legislative bill analysis

BENEFIT FACTORS

In order to allocate the assessments, the Engineer identified the types of special benefit arising from the aforementioned mosquito and vector control services and that would be provided to property within the Assessment District. These types of special benefit are as follows:

- **Reduced mosquito and vector populations on property and as a result, enhanced desirability, utility, usability and functionality of property in the Assessment District.**

The assessments will provide enhanced services for the control and abatement of nuisance and disease-carrying mosquitoes. These Services will materially reduce the number of vectors on properties throughout the Assessment District. The lower mosquito and vector populations on property in the Assessment District is a direct advantage to property that will serve to increase the desirability and "usability" of property. Clearly, properties are more desirable and usable in areas with lower mosquito populations and with a reduced risk of vector-borne disease. This is a special benefit to residential, commercial, agricultural, industrial and other types of properties because all such properties will directly benefit from reduced mosquito and vector populations and properties with lower vector populations are more usable, functional and desirable.

Excessive mosquitoes and other vectors in the area can materially diminish the utility and usability of property. For example, prior to the commencement of mosquito control and abatement services, properties in many areas in the State were considered to be nearly uninhabitable during the times of year when the mosquito populations were high.⁵ The prevention or reduction of such diminished utility and usability of property caused by mosquitoes is a clear and direct advantage and special benefit to property in the Assessment District.

The State Legislature made the following finding on this issue:

⁵ Prior to the commencement of modern mosquito control services, areas in the State of California such as the San Mateo Peninsula, Napa County, Lake County and areas in Marin and Sonoma Counties had such high mosquito populations or other vector populations that they were considered to be nearly unlivable during certain times of the year and were largely used for part-time vacation cottages that were occupied primarily during the months when the natural vector populations were lower.

“Excess numbers of mosquitoes and other vectors spread diseases of humans, livestock, and wildlife, reduce enjoyment of outdoor living spaces, both public and private, reduce property values, hinder outdoor work, reduce livestock productivity; and mosquitoes and other vectors can disperse or be transported long distances from their sources and are, therefore, a health risk and a public nuisance; and professional mosquito and vector control based on scientific research has made great advances in reducing mosquito and vector populations and the diseases they transmit.”⁶

Mosquitoes and other vectors emerge from sources throughout the Assessment District, and with an average flight range of two miles, mosquitoes from known sources can reach all properties in the Assessment District. These sources include standing water in rural areas, such as marshes, pools, wetlands, ponds, drainage ditches, drainage systems, tree holes and other removable sources such as old tires and containers. The sources of mosquitoes also include numerous locations throughout the urban areas in the Assessment District. These sources include underground drainage systems, containers, unattended swimming pools, leaks in water pipes, tree holes, flower cups in cemeteries, over-watered landscaping and lawns and many other sources. By controlling mosquitoes at known and new sources, the Services will materially reduce mosquito populations on specially benefiting property in the Assessment District.

A recently increasing source of mosquitoes is unattended swimming pools:

“Anthropogenic landscape change historically has facilitated outbreaks of pathogens amplified by peridomestic vectors such as Cx. pipiens complex mosquitoes and associated commensals such as house sparrows. The recent widespread downturn in the housing market and increase in adjustable rate mortgages have combined to force a dramatic increase in home foreclosures and abandoned homes and produced urban landscapes dotted with an expanded number of new mosquito habitats. These new larval habitats may have contributed to the unexpected early season increase in WNV cases in Bakersfield during 2007 and subsequently have enabled invasion of urban areas by the highly competent rural vector Cx. tarsalis. These factors can increase the spectrum of competent avian hosts, the efficiency of enzootic amplification, and the risk for urban epidemics.”⁷

- **Increased safety of property in the Assessment District.**

The Assessments result in improved year-round proactive Services to control and abate mosquitoes and other vectors that otherwise would occupy properties throughout the

⁶ Assembly Concurrent Resolution 52, chaptered April 1, 2003

⁷ Riesen William K. (2008). Delinquent Mortgages, Neglected Swimming Pools, and West Nile Virus, California. Emerging Infectious Diseases. Vol. 14(11).

Assessment District. Mosquitoes and other vectors are transmitters of diseases, so the reduction of mosquito and vector populations makes property safer for use and enjoyment. In absence of the assessments, these Services would not be provided, so the Services funded by the assessments make properties in the Assessment District safer, which is a distinct special benefit to property in the Assessment District.⁸ This is not a general benefit to property in the Assessment District or the public at large because the Services are tangible mosquito control and disease prevention services that will be provided directly to the properties in the Assessment District and the Services are over and above what otherwise would be provided by the District or any other agency.

This finding was confirmed in 2003 by the State Legislature:

“Mosquitoes and other vectors, including but not limited to ticks, Africanized Honey Bees, rats, fleas, and flies, continue to be a source of human suffering, illness, death and a public nuisance in California and around the world. Adequately funded mosquito and vector control, monitoring and public awareness programs are the best way to prevent outbreaks of West Nile Virus and other diseases borne by mosquitoes and other vectors.”ⁱ

Also, the Legislature, in Health and Safety Code Section 2001, finds that:

“the protection of Californians and their communities against the discomforts and economic effects of vector borne diseases is an essential public service that is vital to public health, safety, and welfare.”

- **Reductions in the risk of new diseases and infections on property in the Assessment District.**

Mosquitoes have proven to be a major contributor to the spread of new diseases such as West Nile Virus, among others. A highly mobile population combined with migratory bird patterns can introduce new mosquito-borne diseases into previously unexposed areas.

⁸ By reducing the risk of disease and increasing the safety of property, the proposed Services will materially increase the usefulness and desirability of certain properties in the Assessment District.

"Vector-borne diseases (including a number that are mosquito-borne) are a major public health problem internationally. In the United States, dengue and malaria are frequently brought back from tropical and subtropical countries by travelers or migrant laborers, and autochthonous transmission of malaria and dengue occasionally occurs. In 1998, 90 confirmed cases of dengue and 1,611 cases of malaria were reported in the USA and dengue transmission has occurred in Texas."⁹

"During 2004, 40 states and the District of Columbia (DC) have reported 2,313 cases of human WNV illness to CDC through ArboNET. Of these, 737 (32%) cases were reported in California, 390 (17%) in Arizona, and 276 (12%) in Colorado. A total of 1,339 (59%) of the 2,282 cases for which such data were available occurred in males; the median age of patients was 52 years (range: 1 month--99 years). Date of illness onset ranged from April 23 to November 4; a total of 79 cases were fatal."¹⁰ (According to the Centers for Disease Control and Prevention on January 19, 2004, a total of 2,470 human cases and 88 human fatalities from WNV have been confirmed).

A study of the effect of aerial spraying conducted by the Sacramento-Yolo Mosquito and Vector Control District (SYMVCD) to control a West Nile Virus disease outbreak found that the SYMVCD's mosquito control efforts materially decreased the risk of new diseases in the treated areas:

After spraying, infection rates decreased from 8.2 (95% CI 3.1--18.0) to 4.3 (95% CI 0.3--20.3) per 1,000 females in the spray area and increased from 2.0 (95% CI 0.1--9.7) to 8.7 (95% CI 3.3--18.9) per 1,000 females in the untreated area. Furthermore, no additional positive pools were detected in the northern treatment area during the remainder of the year, whereas positive pools were detected in the untreated area until the end of September (D.-E.A Elnaiem, unpub. data). These independent lines of evidence corroborate our conclusion that actions taken by SYMVCD were effective in disrupting the WNV transmission cycle and reducing human illness and potential deaths associated with WNV."¹¹

The Services funded by the assessments will help prevent on a year-round basis the presence of vector-borne diseases on property in the Assessment District. This is another tangible and direct special benefit to property in the Assessment District that would not be received in absence of the assessments.

⁹ Rose, Robert. (2001). Pesticides and Public Health: Integrated Methods of Mosquito Management. Emerging Infectious Diseases. Vol. 7(1); 17-23.

¹⁰ Center for Disease Control. (2004). West Nile Virus Activity --- United States, November 9--16, 2004. Morbidity and Mortality Weekly Report. 53(45); 1071-1072.

¹¹ Carney, Ryan. (2008), Efficiency of Aerial Spraying of Mosquito Adulticide in Reducing the Incidence of West Nile Virus, California, 2005. Emerging Infectious Diseases, Vol 14(5)

- **Protection of economic activity on property in the Assessment District.**

As recently demonstrated by the SARS outbreak in China and outbreaks of Avian Flu, outbreaks of pathogens can materially and negatively impact economic activity in the affected area. Such outbreaks and other public health threats can have a drastic negative effect on tourism, business and residential activities in the affected area. The assessments will help to prevent the likelihood of such outbreaks in the District.

Mosquitoes hinder, annoy and harm residents, guests, visitors, farm workers, and employees. A vector-borne disease outbreak and other related public health threats would have a drastic negative effect on agricultural, business and residential activities in the Assessment District.

The economic impact of diseases is well documented. According to a study prepared for the Centers for Disease Control and Prevention, economic losses due to the transmission of West Nile Virus in Louisiana was estimated to cost over \$20 million over approximately one year:

*The estimated cost of the Louisiana epidemic was \$20.1 million from June 2002 to February 2003, including a \$10.9 million cost of illness (\$4.4 million medical and \$6.5 million nonmedical costs) and a \$9.2 million cost of public health response. These data indicate a substantial short-term cost of the WNV disease epidemic in Louisiana.*¹²

Moreover, a study conducted in 1996-97 of La Crosse Encephalitis (LACE), a human illness caused by a mosquito-transmitted virus, found a lifetime cost per human case at \$48,000 to \$3,000,000 and found that the disease significantly impacted lifespans of those who were infected. Following is a quote from the study which references the importance and value of active vector control services of the type that would be funded by the assessments:

*The socioeconomic burden resulting from LACE is substantial, which highlights the importance of the illness in western North Carolina, as well as the need for active surveillance, reporting, and prevention programs for the infection.*¹³

¹² Zohrabian A, Meltzer MI, Ratard R, Billah K, Molinari NA, Roy K, et al. West Nile Virus economic impact, Louisiana, 2002. Emerging Infectious Disease, 2004 Oct. Available from <http://www.cdc.gov/ncidod/EID/vol10no10/03-0925.htm>

¹³ Utz, J. Todd, Apperson, Charles S., Maccormack, J. Newton, Salyers, Martha, Dietz, E. Jacquelin, Mcpherson, J. Todd, Economic And Social Impacts Of La Crosse Encephalitis In Western North Carolina, Am J Trop Med Hyg 2003 69: 509-518

The Services to be funded by the assessments will help prevent the likelihood of such outbreaks on property in the Assessment District and will reduce the harm to economic activity on property caused by existing mosquito populations. This is another direct advantage received by property in the Assessment District that would not be received in absence of the assessments.

- **Protection of Assessment District's agriculture, tourism, and business industries.**

The agriculture, tourism and business industries will benefit from reduced levels of harmful or nuisance mosquitoes and other vectors. Conversely, any outbreaks of emerging vector-borne pathogens such as West Nile Virus could also materially negatively affect these industries. Diseases transmitted by mosquitoes and other vectors can adversely impact business and recreational functions.

A study prepared for the United States Department of Agriculture in 2003 found that over 1,400 horses died from West Nile Virus in Colorado and Nebraska and that these fatal disease cases created over \$1.2 million in costs and lost revenues. In addition, horse owners in these two states spent over \$2.75 million to vaccinate their horses for this disease. The study states that "Clearly, WNV has had a marked impact on the Colorado and Nebraska equine industry."¹⁴

Pesticides for mosquito control impart economic benefits to agriculture in general. Anecdotal reports from farmers and ranchers indicate that cattle, if left unprotected, can be exsanguinated by mosquitoes, especially in Florida and other southeast coastal areas. Dairy cattle produce less milk when bitten frequently by mosquitoes¹⁵

The assessments will serve to protect the businesses and industries and the employees and residents that benefit from these businesses and industries. This is a direct advantage and special benefit to property in the Assessment District.

- **Reduced risk of nuisance and liability on property in the Assessment District**

¹⁴ S. Geiser, A. Seitzinger, P. Salazar, J. Traub-Dargatz, P. Morley, M. Salman, D. Wilmot, D. Steffen, W. Cunningham, Economic Impact of West Nile Virus on the Colorado and Nebraska Equine Industries: 2002, April 2003, Available from http://www.aphis.usda.gov/vs/ceah/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.

In addition to health related factors, uncontrolled mosquito and vector populations create a nuisance for the occupants of property in the Assessment District. Properties in the Assessment District, therefore, will benefit from the reduced nuisance factor that will be created by the Services. Agricultural and rangeland properties also benefit from the reduced nuisance factor and harm to livestock and employees from lower mosquito and vector populations.

Agricultural, range, golf course, cemetery, open space and other such lands in the Assessment District contain large areas of mosquito and vector habitat and are therefore a significant source of mosquito and vector populations. In addition, residential and business properties in the Assessment District can also contain significant sources.¹⁶ It is conceivable that sources of mosquitoes could be held liable for the transmission of diseases or other harm. For example, in August 2004, the City of Los Angeles approved new fines of up to \$1,000 per day for property owners who don't remove standing water sources of mosquitoes on their property.

The Services will serve to protect the businesses and industries in the Assessment District. This is a direct advantage and a special benefit to property in the Assessment District.

- **Improved marketability of property.**

As described previously, the Services will specially benefit properties in the Assessment District by making them more useable, livable and functional. The Services also make properties in the Assessment District more desirable, and more desirable properties also benefit from improved marketability. This is another tangible and direct special benefit to property which will not be enjoyed in absence of the Services.¹⁷

BENEFIT FINDING

In summary, the special benefits described in this Report and the expansion of Services in the Assessment District directly benefit and protect the real properties in the Assessment District in excess of the assessments for these properties. Therefore, the assessment engineer finds that the cumulative special benefits to property from the Services are reasonably equal to or greater than the proposed annual assessment amount per benefit unit.

GENERAL VS. SPECIAL BENEFIT

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits

¹⁶ Sources of mosquitoes on residential, business, agricultural, range and other types of properties include removable sources such as containers that hold standing water.

¹⁷ If one were to compare two hypothetical properties with similar characteristics, the property with lower mosquito infestation and reduced risk of vector-borne disease will clearly be more desirable, marketable and usable.

conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund the special benefits to property in the Assessment District but cannot fund any general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

$$\text{Total Benefit} = \text{Total General Benefit} + \text{Total Special Benefit}$$

There is no widely-accepted or statutory formula for general benefit from vector control services. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. General benefits are conferred to properties located "in the district,¹⁸" but outside the narrowly-drawn Assessment District and to "the public at large." SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements and services funded by the assessments.

A formula to estimate the general benefit is listed below:

General Benefit =

¹⁸ SVTA vs. SCCOSA explains as follows:

OSA observes that Proposition 218's definition of "special benefit" presents a paradox when considered with its definition of "district." Section 2, subdivision (i) defines a "special benefit" as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large." (Art. XIII D, § 2, subd. (i), italics added.) Section 2, subdivision (d) defines "district" as "an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service." (Art. XIII D, § 2, subd. (d), italics added.) In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not "particular and distinct" and are not "over and above" the benefits received by other properties "located in the district."

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special.

- Benefit to Real Property Outside the Assessment District
- + Benefit to Real Property Inside the Assessment District that is Indirect and Derivative
- + Benefit to the Public at Large

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, the overwhelming proportion of the benefits conferred to property is special, since the advantages from the mosquito, vector and disease control/protection funded by the Assessments are directly received by the properties in the Assessment District and are only minimally received by property outside the Assessment District or the public at large.

Proposition 218 twice uses the phrase “over and above” general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).) There currently is minimal mosquito and vector related services being provided to the Assessment District area that are not funded by benefit assessments. These minimal services form the baseline level of services in the Assessment District. Arguably, all of the Services to be funded by the assessment therefore would be a special benefit because the additional Services would particularly and distinctly benefit and protect the Assessment District over and above the previous baseline benefits and service.

Nevertheless, arguably some of the Services would benefit the public at large and properties outside the Assessment District. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

CALCULATING GENERAL BENEFIT

Without this assessment the Program would lack the funds to provide the additional and improved Services to property in the Assessment District. Consistent with footnote 8 of SVTA v. SCCOSA, and for the reasons described above, the Program has determined that all parcels in the Assessment District receive a shared direct advantage and special benefit from the Services. The Services directly and particularly serve and benefit each parcel, and are not a mere indirect, derivative advantage. As explained above, Proposition 218 relies on the concept of “over and above” in distinguishing special benefits from general benefits. As applied to an assessment this concept means that all vector control services, which provide direct advantage to property in the Assessment District, are over and above the baseline and therefore are special.

Nevertheless, the Services may provide a degree of general benefit, in addition to the predominant special benefit. This section provides a conservative measure of the general benefits from the Assessments.

BENEFIT TO PROPERTY OUTSIDE THE PROGRAM

Properties within the Assessment District receive almost all of the special benefits from the Services because the Services funded by the Assessments will be provided directly to protect property within the Assessment District from mosquitoes and vector-borne diseases. However, properties adjacent to, but just outside of, the boundaries may receive some benefit from the Services in the form of reduced mosquito populations on property outside the Assessment District. Since this benefit, is conferred to properties outside the district boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessment.

A measure of this general benefit is the proportion of Services that would affect properties outside of the Assessment District. Each year, the Program will provide some of its Services in areas near the boundaries of the Assessment District. By abating mosquito populations near the borders of the Assessment District, the Services could provide benefits in the form of reduced mosquito populations and reduced risk of disease transmission to properties outside the Assessment District. If mosquitoes were not controlled inside the Assessment District, more of them would fly from the Assessment District. Therefore control of mosquitoes within the Assessment District provides some benefit to properties outside the Assessment District but within the normal travel range of vectors in the form of reduced mosquito populations and reduced vector-borne disease transmission. Since mosquitoes are the predominant vector that would be controlled and mosquitoes most easily travel from their source location to properties in the area, typical mosquito destination ranges will be used to measure the extent that the Services will create reduced vector populations on property outside the Assessment District. This is a measure of the general benefits to property outside the Assessment District because this is a benefit from the Services that is not specially conferred upon property in the Assessment District.

The mosquito potential outside the Assessment District is based on studies of mosquito dispersion concentrations. Mosquitoes can travel up to two miles, on average, so this destination range is used. Based on studies of mosquito destinations, relative to parcels in the Assessment District average concentration of mosquitoes from the Assessment District on properties within two miles of the Assessment District is calculated to be 6%.¹⁹ This relative vector population reduction factor within the destination range is combined with the number of parcels outside the Assessment District and within the destination range to measure this general benefit and is calculated as follows:

CRITERIA:

Mosquitoes may fly up to 2 miles from their breeding source.

¹⁹ Tietze, Noor S., Stephenson, Mike F., Sidhom, Nader T. and Binding, Paul L., "Mark-Recapture of *Culex Erythrothorax* in Santa Cruz County, California", Journal of the American Mosquito Control Association, 19(2):134-138, 2003.

519 parcels within 2 miles of, but outside of the Program, may receive some mosquito and disease protection benefit
 6% portion of relative benefit that is received
 10,994 Parcels in the District

Calculations

Total Benefit = 519 parcels * 6% = 31 parcels equivalents
 Percentage of overall parcel equivalents = $31 / 10,994 = 0.28 \%$

Therefore, for the overall benefits provided by the Services to the Assessment District, it is determined that 0.28% of the benefits would be received by the parcels within two miles of the Assessment District boundaries. Recognizing that this calculation is an approximation, this benefit will be rounded up to 1.0%.

BENEFIT TO PROPERTY *INSIDE* THE DISTRICT THAT IS *INDIRECT AND DERIVATIVE*

The "indirect and derivative" benefit to property within the Assessment District is particularly difficult to calculate. As explained above, all benefit within the Assessment District is special because the mosquito and disease control services in the Assessment District would provide direct service and protection that is clearly "over and above" and "particular and distinct" when compared with the level of such protection under current conditions. Further the properties are within the Assessment District boundaries and this Engineer's Report demonstrates the direct benefits received by individual properties from mosquito and disease control services.

In determining the Assessment District area, the Program has been careful to limit it to an area of parcels that will directly receive the Services. All parcels will directly benefit from the surveillance, monitoring and treatment that will be provided on an equivalent basis throughout the Assessment District in order to maintain the same improved level of protection against mosquitoes and other vectors and reduced mosquito and vector populations throughout the area. The surveillance and monitoring sites would be spread on a balanced basis throughout the area. Mosquito and vector control and treatment would be provided as needed throughout the area based on the surveillance and monitoring results. The shared special benefit - reduced mosquito levels and reduced presence of vector-borne diseases - would be received on an equivalent basis by all parcels in the Assessment District. Furthermore, all parcels in the Assessment District would directly benefit from the ability to request service from the Program and to have a Program field technician promptly respond directly to the parcel and address the owner's or resident's service need. The SVTA vs. SCCOSA decision indicates that the fact that a benefit is conferred throughout the Assessment District area does not make the benefit general rather than special, so long as the Assessment district is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. The Program therefore concludes that, other than the small general benefit to properties outside the Assessment District (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Assessment District are special benefits and it is not possible or appropriate to

separate any general benefits from the benefits conferred on parcels in the Assessment District.

BENEFIT TO THE PUBLIC AT LARGE

With the type and scope of Services to be provided to the Assessment District, it is very difficult to calculate and quantify the scope of the general benefit conferred on the public at large. Because the Services directly serve and benefit all of the property in the Assessment District, any general benefit conferred on the public at large would be small. Nevertheless, there would be some indirect general benefit to the public at large.

The public at large uses the public highways, streets and sidewalks, and when traveling in and through the Assessment District they will benefit from the Services. A fair and appropriate measure of the general benefit to the public at large therefore is the amount of highway, street and sidewalk area within the Assessment District relative to the overall land area. An analysis of maps of the Assessment District shows that approximately 1.3% of the land area in the Assessment District is covered by highways, streets and sidewalks. This 1.3% therefore is a fair and appropriate measure of the general benefit to the public at large within the Assessment District

SUMMARY OF GENERAL BENEFITS

Using a sum of the measures of general benefit for the public at large and land outside the Assessment District, we find that approximately 2.3% of the benefits conferred by the Mosquito and Disease Control Assessment may be general in nature and should be funded by sources other than the Assessment.

General Benefit =

- 1.0 % (Outside the district)
 - + 0.0 % (Inside the district - indirect and derivative)
 - + 1.3 % (Public at Large)
- =2.3 % (Total General Benefit)

Although this analysis supports the findings that 2.3% of the assessment may provide general benefit only, this number is increased by the Assessment Engineer to 5% to conservatively ensure that no assessment revenue is used to support general benefit. This additional amount allocated to general benefit also covers general benefit to parcels in the Assessment District if it is later determined that there is some general benefit conferred on those parcels.

The Mosquito Abatement Program Assessment total budget for mosquito and vector abatement, disease control, capital improvement and incidental costs is \$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 Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated a SFE value, which is each property's relative benefit in relation to a single family home on an average sized residential parcel. The "benchmark" property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

The 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 2
INYO COUNTY RESIDENTIAL ASSESSMENT FACTORS

	Total Population	Occupied Households	Persons per Household	Pop. Density Equivalent	SqFt Factor	Proposed Rate
Single Family Residential	11,326	4,670	2.43	1.00	1.00	1.00
Condominium	363	176	2.06	0.85	0.70	0.60
Duplex, Triplex, Fourplex	786	330	2.38	0.98	0.49	0.48
Multi-Family Residential, 5+ Units	752	400	1.88	0.78	0.47	0.36
Mobile Home on Separate Lot	4,516	2,079	2.17	0.90	0.45	0.40

Source: 2000 Census, Inyo County and property dwelling size information from the Inyo County Assessor data and other sources.

COMMERCIAL/INDUSTRIAL PROPERTIES

Commercial and industrial properties receive similar benefits from the Services as single family homes because employees and customers of such properties benefit similarly to residents from reduced mosquito and disease risk. However, commercial and industrial properties are generally open and operated for more limited times, relative to residential properties. Therefore, the relative hours of operation can be used as a relative measure of benefits, since residents and employees also provide a measure of the relative benefit to property. Since commercial and industrial properties are typically open and occupied by employees approximately one-half the time of residential properties, it is reasonable to assume that commercial land uses receive one-half of the special benefit on a land area basis relative to single family residential property.

The average size of a single family home with 1.0 SFE factor in Inyo County is 0.25 acres. Therefore, a commercial property with 0.25 acres receives one-half the relative benefit, or a 0.50 SFE factor.

The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously are also related to the average number of people who work at commercial/industrial properties.

To determine employee density factors, this Report utilizes the findings from the San Diego County Association of Governments Traffic Generators Study (the "SANDAG Study") because these findings were approved by the State Legislature which determined the SANDAG Study to be a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24. As presented in Figure 4, the SFE factors for other types of businesses are determined relative to their typical employee density in relation to the average of 24 employees per acre of commercial property.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per quarter acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres. Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate. Figure 4 lists the benefit assessment factors for business properties.

AGRICULTURAL, RANGELAND, GOLF AND CEMETERY PROPERTIES

Utilizing research and agricultural employment reports from UC Davis and the California Employment Development Department and other sources, this Report calculated an average usage density of 0.05 people per acre for agriculture property, 3.0 for golf courses, 0.01 for rangelands and timber and 1.2 for cemeteries. Since these properties typically are a source of mosquitoes and/or are typically closest to other sources of mosquitoes and other vectors, it is reasonable to determine that the benefit to these properties is twice the usage density ratio of commercial properties. The SFE factors per 0.25 acres of land area are shown in the following Figure 4.

FIGURE 3

Commercial/Industrial Benefit Assessment Factors

Type of Commercial/Industrial Land Use	Average Employees Per Acre ¹	SFE Units per Fraction Acre ²	SFE Units per Acre After 5
Commercial	24	0.500	0.500
Office	68	1.420	1.420
Shopping Center	24	0.500	0.500
Industrial	24	0.500	0.500
Self Storage or Parking Lot	1	0.021	
Golf Course	3.00	0.13	
Cemetery	1.20	0.05	
Agriculture	0.05	0.002	
Rangelands/Timber	0.010	0.00042	

1. Source: San Diego Association of Governments Traffic Generators Study, University of California, Davis and other sources.

2. The SFE factors for commercial and industrial parcels indicated above are applied to each quarter acre of land area or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

VACANT PROPERTIES

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties. However, vacant properties are assessed at

a lower rate due to the lack of active benefits, as measured by use by residents, employees, customers and guests. A measure of the benefits accruing to the underlying land is the average value of land in relation to improvements for developed property. An analysis of the assessed valuation data from the County of Inyo found that 50% of the assessed value of improved properties is classified as land value. Since vacant properties have very low to zero population/use densities until they are developed, a 50% benefit discount is applied to the valuation factor of 0.50 to account for the current low use density and potential for harm or nuisance to the property owner or his residents, employees, customers and guests. The combination of these measures results in a 0.25 factor. It is reasonable to assume, therefore, that approximately 25% of the benefits are related to the underlying land and 75% are related to the day-to-day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.25 per parcel.

OTHER PROPERTIES

Article XIID stipulates that publicly owned properties must be assessed unless those properties are reasonably determined to receive no special benefit from the assessment.

All properties that are specially benefited are assessed. Publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property. Other public properties such as watershed parcels, parks, open space parcels are determined to, on average, receive similar benefits as a single family home. Therefore such parcels are assessed an SFE benefit factor of 1. Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive minimal benefit from the Services and are assessed an SFE benefit factor of 0.

Church parcels, institutional properties, and property used for educational purposes typically generate employees on a less consistent basis than other non-residential parcels. Therefore, these parcels are determined to, on average, receive similar benefits as a single family home. Therefore such parcels are assessed an SFE benefit factor of 1.

APPEALS AND INTERPRETATION

Any property owner, who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Commissioner of the Inyo County Agriculture Department or his or her designee. Any such appeal is limited to correction of an assessment during the then current Fiscal Year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Commissioner or his or her designee will promptly review the appeal and any information provided by the property owner. If the Commissioner or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County of Inyo for collection, the Commissioner or his or her designee is authorized

to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Commissioner or his or her designee shall be referred to the Board of Supervisors of the County of Inyo and the decision of the Board of Supervisors of the County of Inyo shall be final.

ASSESSMENT

WHEREAS, the Board of Supervisors contracted with the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs of Services, a diagram for a benefit assessment Program, an assessment of the estimated costs of Services, and the special and general benefit conferred thereby upon all assessable parcels within Owen Valley Mosquito Abatement Program – Mosquito and Disease Control Assessment;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under Article XIID of the California Constitution, the Government Code and the Health and Safety Code and the order of the Board of Supervisors of Inyo County, hereby make the following determination of an assessment to cover the portion of the estimated cost of the Services, and the costs and expenses incidental thereto to be paid by the Mosquito Control and Disease Prevention Assessment.

The amount to be paid for the services and improvements and the expenses incidental thereto, to be paid by the Owens Valley Mosquito Abatement Program for the fiscal year 2014-15 is generally as follows:

Figure 4

**SUMMARY COST ESTIMATE
FISCAL YEAR 2014-15 BUDGET**

Mosquito Control Services	\$	426,794
Fixed Asset & Capital Equipment		113,789
Incidentals & Reserves		11,000
Total Budget		551,583
Less:		
District Contribution & Current Rev.		(355,914)
Net Amount To Assessments	\$	195,669

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 2012 to December 2013 was 1.14% and the Unused CPI carried forward from the previous fiscal year is 0.00%. Therefore, the maximum authorized assessment rate for fiscal year 2014-15 can be increased by 1.14% which equates to \$23.10 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2014-15 at the rate of \$23.10 for Zone A and \$5.78 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 2014-15. 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 2014-15 for each parcel or lot of land within the Mosquito Control and Disease Prevention Assessment District.

Dated: June 25, 2014

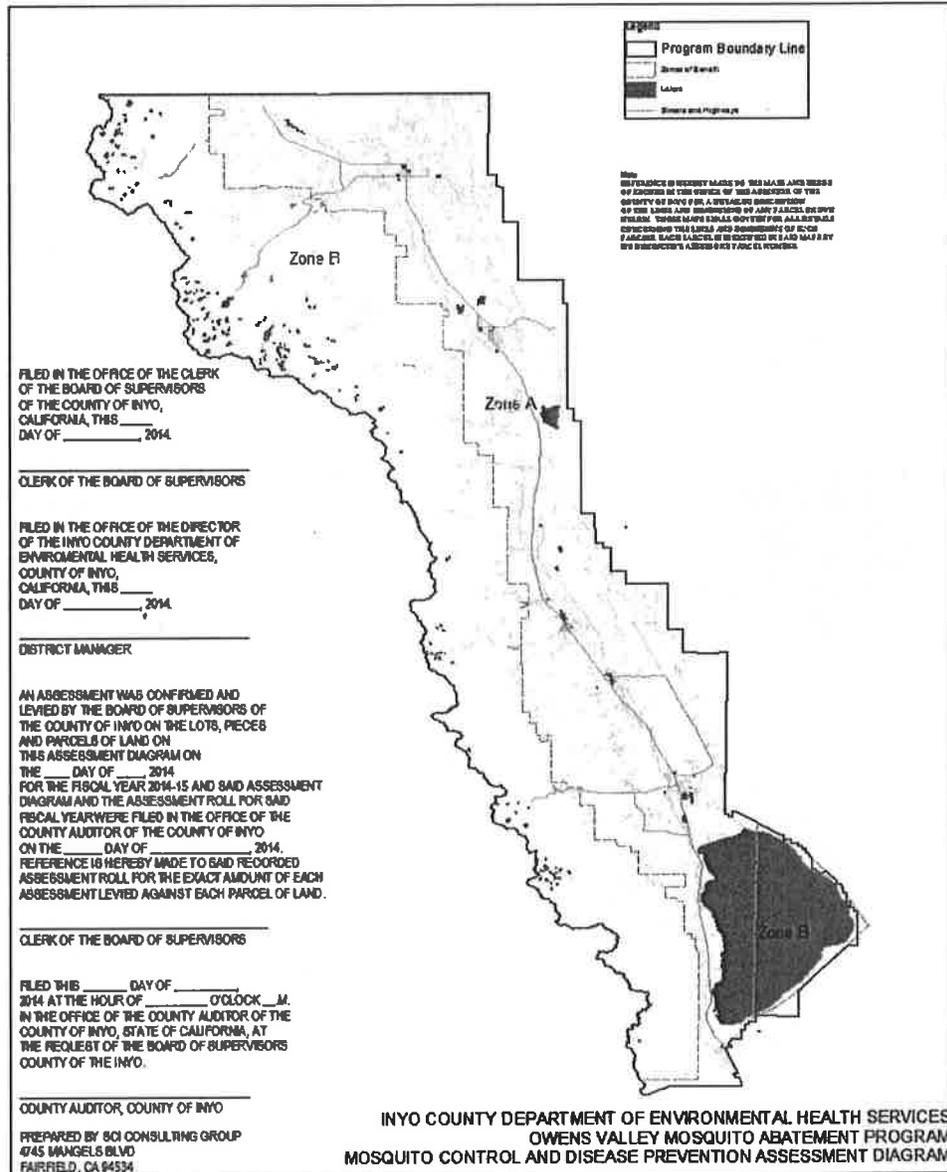
Engineer of Work



By John W. Bliss
John W. Bliss, License No. C052091

ASSESSMENT DIAGRAM

The boundaries of the Owens Valley Mosquito Abatement Program area are displayed on the following Assessment Diagram.



APPENDICES

ASSESSMENT ROLL, FY 2014-15

Reference is hereby made to the Assessment Roll in and for the assessment proceedings on file in the office of the Program Manager of the Program, as the Assessment Roll is too voluminous to be bound with this Engineer's Report.

END NOTES

-
- i . Assembly Concurrent Resolution 52, chaptered April 1, 2003
 - ii . In addition to benefits based on the level of service, parcels in Zone B receive benefits from a mosquito reduced environment in the town/shopping areas of the Program, which are mainly located in Zone A.
 - iii . It should be noted that the benefits conferred upon property are related to the average number of people who could potentially live on, work at or otherwise could use a property, not how the property is currently used by the present owner.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

37

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: West-wide Energy Corridor Programmatic Environmental Impact Statement

DEPARTMENTAL RECOMMENDATION: Receive a presentation regarding the West-wide Energy Corridor Programmatic Environmental Impact Statement.

SUMMARY DISCUSSION: Section 368 of the Energy Policy Act of 2005, Public Law 109-58 (H.R. 6), enacted in 2005, directs the Secretaries of Agriculture, Commerce, Defense, Energy, and the Interior to designate corridors on federal land in 11 Western States (Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming) for oil, gas, and hydrogen pipelines and electricity transmission and distribution facilities. A Programmatic Environmental Impact Statement (PEIS) for the West-wide Energy Corridor (WEC) was prepared and corresponding Records of Decision (ROD) were adopted in 2009.¹ The Board received a presentation from the Agencies' representatives on January 15, 2008 and provided input regarding the draft PEIS.

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

In response to the Agencies' public notice, the County transmitted correspondence to the Agencies on May 20, 2014 providing input into the Periodic Review and development of the Corridor Study, and requesting coordination. Representatives of the Agencies' staff will update the Board regarding the WEC and related topics.

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

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

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

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

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



Date: 7-9-14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

38

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: July 15, 2014

SUBJECT: Renewable Energy Planning Grant Phase IIB

DEPARTMENTAL RECOMMENDATION:

Receive an update regarding the County's application for a Renewable Energy Planning Grant Phase IIB and engage in a discussion about refining the grant scope prior to signing the Grant Award Agreement.

SUMMARY DISCUSSION:

The County is currently implementing a Renewable Energy Planning Grant from the California Energy Commission (CEC) to update the County's rescinded Renewable Energy General Plan Amendment (REGPA) and prepare an associated Environmental Impact Report.

The CEC issued a Program Opportunity Notice (PON) for additional funding earlier this year. On March 18, your Board authorized the County submitting an application, in response to the PON, for \$400,000 to undertake more focused renewable energy planning in the Owens Valley and Owens Lake, and authorized the County Administrator to sign the grant documents if awarded. On June 18, 2014 the CEC awarded Inyo County a \$400,000 grant to implement its proposal. The Grant Award Agreement is attached, and the CEC has requested the County execute and return the Agreement by July 26th.

The grant scope of work provides for a broad spectrum of renewable energy planning within the Owens Valley and Owens Lake, and includes significant public outreach and data analysis for these areas. Prior to the County Administrator signing the Grant Award Agreement, staff is seeking input from your Board with respect to the scope of work to be implemented with the grant funds.

In considering the scope of work to be implemented with the Phase IIB grant funds, recall that the Project Description for the REGPA proposes capping renewable energy development in the western portion of the county – in the Pearsonville, Rose Valley, Owens Lake, and Laws Solar Energy Development Areas, and Owens Valley – at a combined 250 megawatts. The 250 megawatt cap coincides with current excess transmission capacity in the western part of the county which is also approximately 250 megawatts.

Therefore, in considering the specific scope of work for the Phase II grant being discussed today, the grant could be used to refine planning in the Owens Valley and Owens Lake under the a 250 megawatt cap. Or, your Board could determine that no further planning is necessary, and direct staff not to execute the grant agreement. However, if transmission capacity may ultimately be increased through the Owens Valley, another use of the grant funds could be to engage in more

specific renewable energy planning in the western part of the county beyond the 250 megawatt cap. One reason to consider specific planning in possible excess of 250 megawatts is to help guard against any additional transmission capacity becoming a de-facto cap by engaging stakeholders and agencies that might otherwise challenge the supremacy of the County's General Plan.

In addition to providing direction with regard to refining the grant scope of work today, your Board also has the opportunity of considering the scope of work through the County's contracting procedures. Staff envisions the planning process incorporating flexibility as well, and sideboards could assist in guiding this work. Early phases of the work could include such a task.

OTHER AGENCY INVOLVEMENT:

The CEC and other affected agencies and stakeholders.

ALTERNATIVES:

Your Board could direct the County Administrative Officer to not sign the Grant Award Agreement. Or, your Board could also direct staff to ask the CEC to renegotiate the Agreement. These options would most likely limit the County's ability to engage in additional and specific renewable energy planning for the Owens Valley and Owens Lake.

FINANCING:

The County's costs to implement the scope of work will provided for by the grant.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)


Attachment: Grant Award Agreement

Date: 7/11/17

CALIFORNIA ENERGY COMMISSION

1516 NINTH STREET
SACRAMENTO, CA 95814-5512

June 26, 2014

RECEIVED

2014 JUL -2 AM 11:33

INYO COUNTY
ADMINISTRATOR
CLERK OF SUPERIOR COURTKevin Carunchio
County of Inyo
PO Drawer L
168 North Edwards
El Centro, CA 93526**Grant Award Number: REN-13-003**

Your Grant has been approved.

APPROVED AWARD

TERM: 6/18/14 TO 3/31/16

AWARD AMOUNT: \$ 400,000.00

CEC PROJECT MANAGER: PABLO GUTIERREZ

PHONE: (916) 654-4663

PROCEDURE FOR EXECUTING AGREEMENT

- Enclosed is one copy of the grant award agreement, and two copies of the CEC 146. Please review the agreement and any attachments carefully. Have each CEC 146 signed **by the authorized person. Retain the grant award agreement and return both signed copies of the CEC 146 to this office.**
- Please note that changes in the Terms and Conditions posted to the Energy Commission's website may have been made. Be sure to review prior to execution of the enclosed agreement.
- This grant award agreement is not binding on either party until fully and properly executed by the authorized state officials. A copy of this agreement will be sent to you when it has been executed by the state.
- The California Energy Commission (Commission) agrees to keep this offer open for a period of 30 days from the date of this letter. Failure to execute this agreement within this 30 day period may result in forfeiture of the award.

FUND AVAILABILITY

- These funds have a limited period in which they may be used. All Recipient expenditures must occur prior to the end of the term of this Agreement.

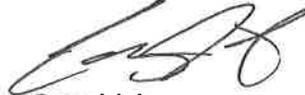
EFFECTIVE DATE

Effective Date of this Agreement is the date the California Energy Commission signs the Agreement. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT ASSISTANCE

There are two offices at the Commission with staff to assist you with your grant award. Contact me at (916) 654-4739 or Cory.Irish@energy.ca.gov for administrative questions and the Commission Project Manager listed above for technical questions.

Sincerely,



Cory Irish
Commission Agreement Officer

Enclosures

cc: Pablo Gutierrez, Commission Agreement Manager, MS-45
File



RECIPIENT County of Inyo	AGREEMENT NUMBER REN-13-003
ADDRESS 168 North Edwards Street, PO Drawer L Independence, CA 93526	AGREEMENT TERM 6/18/2014 to 3/31/2016 <small>The effective date of this Agreement is either the start date or the approval date by the California Energy Commission, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.</small>

PROJECT DESCRIPTION
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Scope of Work	Page(s): 11
Exhibit A-1 Schedule of Products	Page(s): 2
Exhibit A-2 Inyo County Map	Page(s): 1
Exhibit B – Budget	Page(s): 6
Exhibit B – Attachments	Page(s): 0
Exhibit C – General Terms and Conditions	Page(s): 25
Exhibit C – Attachments	Page(s): 0
Exhibit D – Contacts	Page(s): 1

REIMBURSABLE AMOUNT
\$ 400,000.00
MATCH SHARE
\$ 0.00
TOTAL
\$ 400,000.00

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Rachel L. Grant Kiley		NAME Kevin D. Carunchio	
TITLE Contracts, Grants and Loans Office Manager		TITLE Inyo County Administrative Officer	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 1, Sacramento, CA 95814			



RECIPIENT County of Inyo	AGREEMENT NUMBER REN-13-003
ADDRESS 168 North Edwards Street, PO Drawer L Independence, CA 93526	AGREEMENT TERM 6/18/2014 to 3/31/2016 The effective date of this Agreement is either the start date or the approval date by the California Energy Commission, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Scope of Work	Page(s): <u>11</u>
Exhibit A-1 Schedule of Products	Page(s): <u>2</u>
Exhibit A-2 Inyo County Map	Page(s): <u>1</u>
Exhibit B – Budget	Page(s): <u>6</u>
Exhibit B – Attachments	Page(s): <u>0</u>
Exhibit C – General Terms and Conditions	Page(s): <u>25</u>
Exhibit C – Attachments	Page(s): <u>0</u>
Exhibit D – Contacts	Page(s): <u>1</u>

REIMBURSABLE AMOUNT \$ 400,000.00
MATCH SHARE \$ 0.00
TOTAL \$ 400,000.00

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

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Exhibit A Scope of Work

TECHNICAL TASK LIST

Task #	Task Name
1	Administration
2	Geospatial Data Gathering
3	Stakeholder Workshops and Public Agency/Tribal Consultation
4	Final Reporting

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	-Joshua Hart – Inyo County Planning Director	TBD	CEC, County
2	-Joshua Hart – Inyo County Planning Director - Steve Porter– Inyo County Deputy Counsel -Kevin Carunchio – Inyo County CAO -Bob Harrington – Inyo County Water Department Director -Clint Quilter –Inyo County Public Works Director	TBD	CEC, LADWP, BLM, USFS, Big Pine Paiute Tribe of the Owens Valley, private landowners and residents
3	-Joshua Hart – Inyo County Planning Director - Steve Porter– Inyo County Deputy Counsel -Bob Harrington – Inyo County Water Department Director -Clint Quilter– Inyo County Public Works Director	TBD	CEC, LADWP, BLM, USFS, Big Pine Paiute Tribe of Owens Valley, private landowners and residents

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
BLM	Bureau of Land Management
CAM	Commission Agreement Manager
CAO	County Administrative Officer
CEC	California Energy Commission

Exhibit A Scope of Work

Term/ Acronym	Definition
CPR	Critical project review
DRECP	Desert Renewable Energy Conservation Plan
EIR	Environmental Impact Report
GIS	Geographic information systems
LADWP	Los Angeles Department of Water and Power
REGPA	Renewable energy general plan amendment
TBD	To be determined
SCE	Southern California Edison
USFS	US Forest Service

Problem Statement:

Through a grant generously provided by the CEC, Inyo County is currently in the process of completing a REGPA as part of its General Plan to account for the interest in eligible renewable energy resource development in the County (i.e., Renewable Energy and Conservation Planning Grant Phase I). As part of this process, the County has undertaken a public involvement campaign to seek input from local residents/landowners, public agencies, and tribal governments. To date the County has relied partially on geospatial data provided by DRECP's Data basin to establish baseline environmental conditions within the DRECP boundary in the County. However, the geospatial data are lacking for areas that are within the County, but are outside of the DRECP boundary. Consequently, the County is relying on less than accurate and/or dated information to help determine the most appropriate areas for eligible renewable energy resource development to occur.

The County seeks to collect geospatial data for biological resources, cultural resources, visual resources, and land use for the data gaps in the Owens Valley (see Exhibit A-2). Information collected will be complementary to that provided by Data Basin and will allow for improved planning. The data collection and stakeholder workshops will occur iteratively to best inform decision-making (such as with cultural resources, outlined below). This iterative process is at the heart of the County's REGPA planning process, but was not included in the original grant.

The County has a long history of interaction with several public resource agencies, including LADWP, BLM, and USFS, that at times has been contentious. The County earnestly is seeking to improve communications and data sharing with these entities and will use the additional grant funding to proactively consult with these agencies. Additionally, the County is undertaking Senate Bill 18 consultation with local tribes as part of the REGPA process. Tribal representatives have offered to provide the County with additional input as to their concerns with the REGPA process, especially as it relates to cultural resources. The County would like to exercise this generous offer by inviting tribal representatives to visit select areas within the Owens Valley to discuss and geospatially depict cultural landscapes of concern. This essential information has never before been collected and spatially depicted within the County and will directly affect the REGPA planning process.

Goals of the Agreement:

The goal of this Agreement is to undertake focused eligible renewable energy resource planning in the Owens Valley/Owens Lake portion of the County to accommodate appropriate eligible renewable energy resource development and facilitate the development of associated transmission facilities. The County will do this by building upon the DRECP's Data Basin geospatial database, filling in the data gaps

Exhibit A Scope of Work

between DRECP boundaries and the selected areas, and conducting focused stakeholder workshops to educate County residents and landowners to the REGPA planning process. Concurrently, the County will also undertake proactive consultations with public agencies, including LADWP, and tribal governments in an effort to coordinate eligible renewable energy resource planning actions and supplement existing cultural resources information with cultural landscape details of the Owens Valley/Owens Lake area.

Objectives of the Agreement:

The objectives of this Agreement are to:

- Refine the County's REGPA planning process by focusing on selected areas within the Owens Valley and Owens Lake areas of the County (see Exhibit A-2).
- Build upon the DRECP's Databasin geospatial database to use existing GIS for selected areas within the DRECP boundaries within Owens Valley/Owens Lake. There are known data gaps (for biological resources, cultural resources, visual resources, and land use) between the DRECP boundaries within the County and the Owens Valley/Owens Lake. Collect geospatial information complimentary to Databasin for seamless GIS data across boundaries for planning purposes.
- Conduct proactive stakeholder workshops to inform County residents and landowners of the REGPA process, the DRECP process, and the proposed renewable energy development areas. Concurrently, the County endeavors to improve communications and coordination efforts with key public entities in the Owens Valley – including the LADWP and local tribes. The County will accept the tribe's offer to visit select areas in the Owens Valley to discuss and map (using GIS) cultural resources and landscapes, while maintaining confidentiality of any specific sites (the exact location of the specific sites is not a work product and is not considered data under this agreement). This offer from tribal representatives is inviting as this type of cultural resources information has never before been offered to this area of the County, let alone mapped for planning purposes.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement.

The Recipient shall:

- Attend a "Kick-Off" meeting with the Commission Project Manager, the Grants Officer, and a representative of the Accounting Office. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others designated by the Commission Project Manager to this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting. Prior to the kick-off meeting, the Commission Project Manager will provide an agenda to all potential meeting participants.

The administrative portion of the meeting shall include, but not be limited to, the following:

Exhibit A Scope of Work

- Discussion of the terms and conditions of the Agreement
- Discussion of Critical Project Review (Task 1.2)
- Permit documentation (Task 1.6)
- Discussion of subcontracts needed to carry out project (Task 1.7)

The technical portion of the meeting shall include, but not be limited to, the following:

- The Commission Project Manager's expectations for accomplishing tasks described in the Scope of Work
- An updated Schedule of Products
- Discussion of Progress Reports (Task 1.4)
- Discussion of Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
- Discussion of the Final Report (Task 1.5)

The Commission Project Manager shall designate the date and location of this meeting.

Recipient Products:

- Updated Schedule of Products
- Updated List of Permits

CAM Products:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

CPRs provide the opportunity for frank discussions between the Energy Commission and the Recipient. The CAM may schedule CPRs as necessary, and CPR costs will be borne by the Recipient.

Participants include the CAM and the Recipient and may include the CAO, staff from the Efficiency and Renewable Energy Division, other Energy Commission staff and Management as well as other individuals selected by the CAM to provide support to the Energy Commission.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the Energy Commission, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on permits.
- Conduct and make a record of each CPR meeting. One of the outcomes of this meeting will be a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal

Exhibit A Scope of Work

amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Renewables for his or her concurrence.

- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the Commission Project Manager and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with Energy Commission staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient, the CAO, and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the CAM and CAO about the following Agreement closeout items:

- What to do with any equipment purchased with Energy Commission funds (Options)

Exhibit A Scope of Work

- Energy Commission's request for specific "generated" data (not already provided in Agreement products)
- "Surviving" Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the CAM within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

Exhibit A Scope of Work

The goal of the Final Report is to assess the project's success in achieving its goals and objectives, as described in the recipient's Scope of Work, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, and results; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the project management processes.

The Final Report shall be a public document.

The Recipient shall:

- Prepare an Outline of the Final Report.
- Prepare a Final Report following the approved outline and the latest version of the Final Report guidelines which will be provided by the Commission Project Manager. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Draft Outline of the Final Report
- Final Outline of the Final Report
- Draft Final Report
- Final Report

Task 1.6 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:

Exhibit A Scope of Work

- A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
- The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the CAM.
- As permits are obtained, send a copy of each approved permit to the CAM.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)

Task 1.7 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontracts required to carry out the tasks under this Agreement consistent with the terms and conditions of this Agreement and the Recipient's own procurement policies and procedures. It will also provide the Energy Commission an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the CAM for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, it shall notify the CAM.

Products:

- Draft subcontracts
- Final subcontracts

Exhibit A

Scope of Work

TECHNICAL TASKS

TASK 2 GEOSPATIAL DATA GATHERING

The goal of this task is to build upon the DRECP Databasin GIS and fill in data gaps between the DRECP boundary and appropriately selected areas within the Owens Valley and Owens Lake areas of the County.

The Recipient shall:

- Relying upon the professional services of a qualified consultant, obtain the latest true-color digital ortho-rectified aerial imagery available from National Agriculture Imagery Program (NAIP) for Inyo County and employ “heads-up data digitization” data digitization within the data gap areas between the DRECP Databasin boundary and the Owens Valley appropriately selected areas. We will build upon and be complementary to the DRECP Data Basin GIS effort which utilized the 2012 NAIP imagery (1-meter resolution) to conduct an identical heads-up digitizing effort.
- Utilizing existing DRECP geospatial data from Data Basin, combined with newly created GIS data layers where DRECP coverage is not available in Inyo County, we will provide detailed mapping for selected areas of Owens Valley. The data to be mapped and GIS shapefiles to be created will include biological resources, cultural resources, visual resources, and land use. The mapping will be similar to the level of mapping conducted by CADFW for the DRECP Databasin so that the County may adequately inform its citizens of the baseline environmental conditions as well as adequately plan for any potential development.
- Botanists and planners experienced with aerial photograph interpretation and vegetation signatures of the ecoregion and the CADFW’s Vegetation Classification and Mapping Program (vegCAMP) protocol will map land cover types on screen using ESRI ArcGIS™ 10.x software. Lines will be drawn to delineate polygons following visible differences in color tone and texture on the photographs. Polygons will be delineated at a scale of 1:2,500–1:5,000 (approximately 1 inch = 200–400 feet). Riparian areas and wetlands in some cases may be digitized at larger scales. Minimum polygon size (i.e., the minimum mapping unit) will generally be 5 acres (2 hectares) for agricultural habitat types and developed areas, 0.25 acre (0.1 hectare) for seasonal wetlands, and 0.5 acre (0.2 hectare) for other sensitive habitat types. Representative polygons will then be field checked to ensure accuracy of the digitizing and photo-interpretation effort. Portions of some polygons will not be checked due to access constraints on private property. In these areas, the most current aerial photo from Google Earth (2013) will be used to verify the land cover type.
- Biological resources will be digitized at the community level. Based on this initial mapping effort, future modeling and merging of datasets may be conducted to determine species-level data for “take” purposes, again tiering from the DRECP conservation efforts.
- Action will be initiated through development of a data needs and preliminary data compilation memorandum to document available datasets in the Owens Valley pertinent to the effort. The memo will be used to guide data collection priorities and GIS database construction. Data collected will be shared with CEC and other public entities as needed.

Exhibit A Scope of Work

Products:

- Data Needs and Preliminary Data Compilation Memorandum
- GIS shapefiles of biological resources, cultural resources, visual resources, and land use in selected areas of the Owens Valley and Owens Lake area of the County.

TASK 3 STAKEHOLDER WORKSHOPS AND PUBLIC AGENCY/TRIBAL CONSULTATION

The goal of this task is to further inform County residents and landowners as to the REGPA process and educate constituents as to eligible renewable energy resource technologies and potential development within select areas of the Owens Valley and Owens Lake areas of the County.

Additionally, the County will undertake proactive consultation with select public agencies and tribal governments, especially the LADWP and local tribes, to foster better relations between these entities and to share information regarding environmental conditions in the action area. Consultation will be an iterative process that provides information received through face-to-face workshops in the field and local communities.

The Recipient shall:

- Conduct a focused tribal outreach program for select areas in the Owens Valley and Owens Lake areas resulting in the creation of new geospatial dataset to define the cultural resources sensitivity of these areas (most likely at the landscape level). The County and its selected public outreach/GIS consultant will visit select areas in the Owens Valley to discuss and delineate tribal concerns at the landscape level. This effort will largely be dictated by the type and amount of cultural information provided by the tribes during consultation. The invitation by the tribe to provide this type of cultural resources information at this scale has never been seen in the County before.
- Hold a series of approximately 10 stakeholder workshops (including tribal outreach field trips to select areas) aimed at informing local residents and landowners as to eligible renewable energy resource technologies in the Owens Valley and Owens Lake areas of the County. Workshops will be led by trained facilitators and include supporting environmental consultants knowledgeable in the transmission line/corridors siting process, distributed generation (local and community level), and environmental compliance (CEQA/regulatory permitting) processes. All stakeholders will be invited and welcome to participate in the iterative process [i.e., information learned during the workshops will be folded into the GIS data collection effort outlined in Task 2 and equally fed into the greater REGPA process (including preparation of the EIR) being prepared by the County as part of the Renewable Energy and Conservation Planning Grant Phase I grant agreement REN-12-004.
- The County will lead the effort, in concert with their selected consultant team, in coordinating with LADWP (as well as other public agencies such as BLM and USFS). The County believes that greater engagement with LADWP is needed in order to facilitate the sharing of pertinent information and to ensure eligible renewable energy resource planning efforts are undertaken proactively.
- Conduct two public meetings with County Planning Commission and Board of Supervisors to seek guidance from the governing bodies regarding data collected and potential approval for select agenda items regarding eligible renewable energy resource planning and policy development.

Exhibit A Scope of Work

Products:

- Stakeholder workshop and public agency/tribal consultation management plan
- Workshop meeting materials (i.e., posters, handouts, GIS shapefile print outs, web-based information)
- Public Meetings – Notices, Agenda, Presentation Materials

TASK 4 – FINAL REPORTING

The goal of this task is to prepare final reports associated with both Tasks 2 and 3.

The Recipient shall:

- Work with the GIS consultant to prepare a draft final report presenting the results of the data collection exercise and GIS database construction. Draft final report will be circulated to CEC for review and revised (into final format) based upon a single set of written comments from CEC staff.
- Work with the public outreach consultant to prepare a draft final report summarizing the results of the stakeholder workshops and public agency/tribal governmental consultation effort. Draft final report will be circulated to CEC for review and revised (into final format) based upon a single set of written comments from CEC staff.

Products:

- Draft final and final report on GIS data collection and database construction exercise.
- Draft final and final report on stakeholder workshop and public agency/tribal consultation effort.

Exhibit A-1
Schedule of Products and Due Dates

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Due Date</i>
1	ADMINISTRATION		
1.1	Attend Kick-off Meeting		
	Updated Schedule of Products		6/30/2014
	Updated List of Permits		6/30/2014
	Kick-Off Meeting Agenda (CEC)		7/31/2014
1.2	Critical Project Review Meetings (LEAVE BLANK. Energy Commission staff will determine CPR dates for grant recipients.)		
	1st CPR Meeting	CPR Report	9/30/2014
		Written determination (CEC)	TBD
1.3	Final Meeting		
	Written documentation of meeting agreements		3/1/2016
	Schedule for completing closeout activities		3/1/2016
1.4	Monthly Progress Reports		
	Monthly Progress Reports		The 10th calendar day of each month during the approved term of this Agreement
1.5	Final Report		
	Final Outline of the Final Report		12/1/2015
	Draft Final Report (no less than 60 days before the end term of the agreement)		1/29/2016
	Final Report		2/1/2016
1.6	Identify and Obtain Required Permits		
	Letter documenting the permits or stating that no permits are required		7/31/2014
	A copy of each approved permit (if applicable)		Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)		Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)		Within 10 days of change in schedule for obtaining permits
1.7	Obtain and Execute Subcontracts		
	Letter describing the subcontracts needed, or stating that no subcontracts are required		7/31/2014
	Draft subcontracts		15 days prior to the scheduled execution date
	Final subcontracts		Within 10 days of execution

Exhibit A-1
Schedule of Products and Due Dates

2	GEOSPATIAL DATA GATHERING	
	Data Needs and Preliminary Data Compilation Memorandum	7/31/2014
	GIS shapefiles of biological resources, cultural resources, visual resources, and land use in the selected areas of the Owens Valley and Owens Lake area of the County	12/1/2015
3	STAKEHOLDER WORKSHOPS AND PUBLIC AGENCY/TRIBAL CONSULTATION	
	Stakeholder Workshops Management Plan	7/31/2014
	Tribal Consultation Management Plan	7/31/2014
	Workshop meeting materials	within 10 days after meeting
	Public meeting notices/agenda	within 10 days after meeting
4	FINAL REPORTING	
	Draft final GIS database report	12/1/2016
	Final GIS database report	2/1/2016
	Draft final Stakeholder Workshop report	12/1/2015
	Final Stakeholder Workshop report	2/1/2016
	Draft final Tribal Consultation report	12/1/2015
	Final Tribal Consultation report	2/1/2016

Exhibit A-2
Inyo County Map

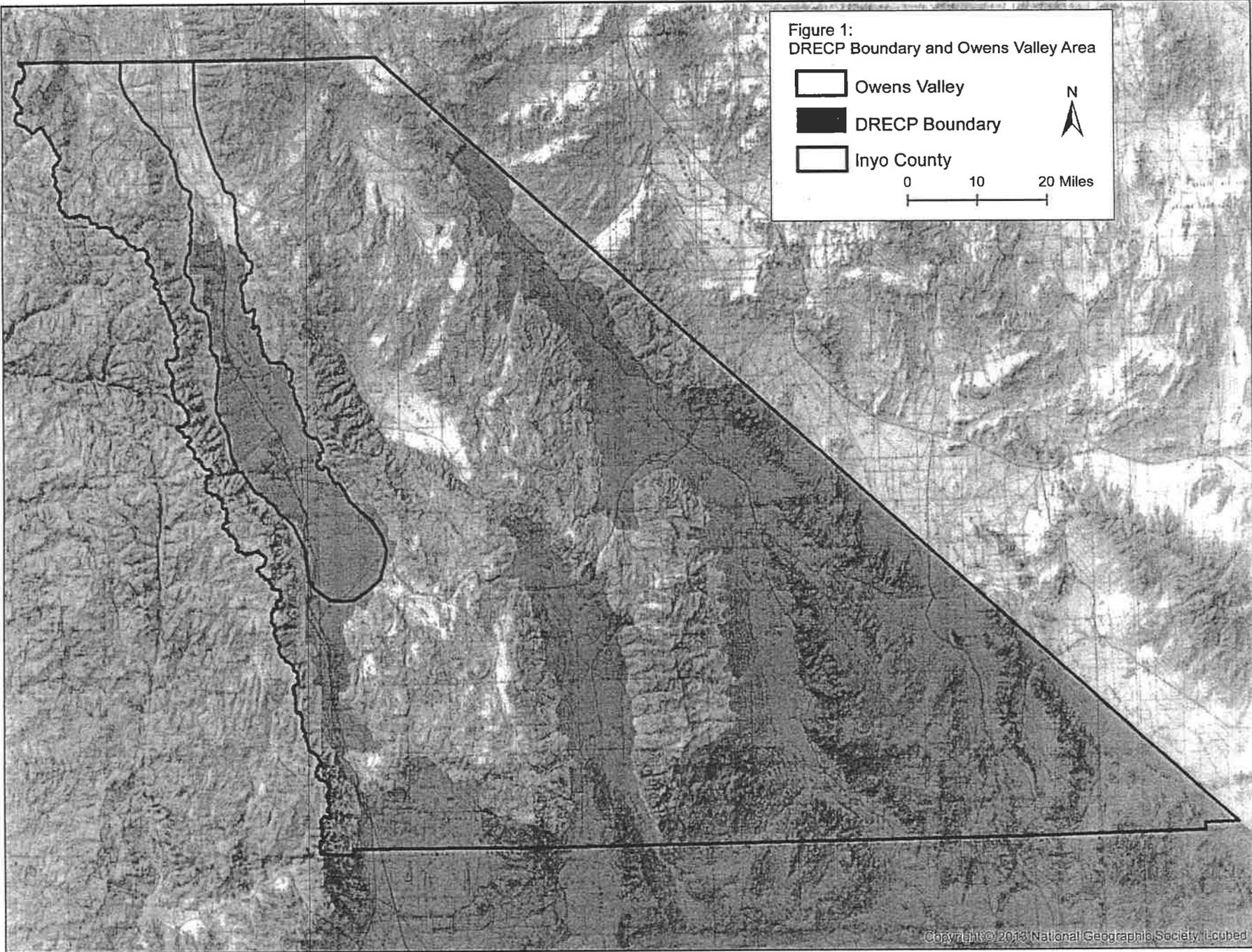


Figure 1:
DRECP Boundary and Owens Valley Area

- Owens Valley
- DRECP Boundary
- Inyo County

0 10 20 Miles

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**Exhibit B
Att B-1 Task Summary**

Summary Task Budget		Prime Recipient Reimbursable Costs	Major Subcontractor #1 Reimbursable Costs	Major Subcontractor #2 Reimbursable Costs	Commission Reimbursable Totals	Grand Totals
		Inyo County	Outreach Consultant	GIS Contractor		
		<input type="checkbox"/> SB <input type="checkbox"/> DVBE	<input type="checkbox"/> MB <input checked="" type="checkbox"/> None	<input type="checkbox"/> SB <input type="checkbox"/> DVBE		
1.0	Administration	10,000	5,000	5,000	\$ 20,000.00	\$ 20,000.00
2.0	Geospatial Data Gathering	10,000		135,000	\$ 145,000.00	\$ 145,000.00
3.0	Stakeholder Workshops and Public Agency/Tribal Consultation	50,000	100,000	50,000	\$ 200,000.00	\$ 200,000.00
4.0	Final Reporting	10,000	10,000	15,000	\$ 35,000.00	\$ 35,000.00
Grand Totals		\$ 80,000.00	\$ 115,000.00	\$ 205,000.00	\$ 400,000.00	\$ 400,000.00

For these boxes, be sure to include all costs: labor (unloaded rates) and non-labor costs (fringe, overhead, general & administrative, & profit and other direct operating costs). The totals are total costs to perform each task.

**Exhibit B
Att B-2 Category Summary**

Summary Category Budget	Prime Recipient Reimbursable Costs	Major Subcontractor #1 Reimbursable Costs	Major Subcontractor #2 Reimbursable Costs	Grand Totals
	Inyo County	Outreach Consultant	GIS Contractor	
Direct Labor	\$ 51,060	\$ 108,000	\$ 172,500	\$ 331,560.00
Fringe Benefits	\$ 20,424			\$ 20,424.00
Travel	\$ 5,000			\$ 5,000.00
Equipment				\$ -
Materials/ Misc.	\$ 3,516	\$ 7,000	\$ 7,500	\$ 18,016.00
Minor Subcontractors*			\$ 25,000	\$ 25,000.00
Total Direct	\$ 80,000.00	\$ 115,000.00	\$ 205,000.00	\$ 400,000.00
Indirect Overhead				\$ -
General & Administrative				\$ -
Total Indirect	\$ -	\$ -	\$ -	\$ -
Grand Total	\$ 80,000	\$ 115,000	\$ 205,000	\$ 400,000.00

Direct Labor = unloaded rates X number of hours (Att B-3)

(*1) A "Minor Subcontractor" is any subcontractor receiving less than \$100,000 or 25% (whichever is less) of the Commission Funds.

**Exhibit B
Att B-3 Prime Labor Rates**

Inyo County					
Time intervals from the start of the project through the Contract Term End Date. (Use your organization's Fiscal Year start / end dates.)		Projected Hourly Unloaded Rates (\$)*			Total Hours Worked
		*If Contractor is a UC or DOE entity, salary identified will be unloaded Monthly>			
		From:	6/18/14	From:	
		To:	6/30/15	To:	3/31/16
Name	Job Classification/Title	(\$) Unloaded Maximum Rate	(\$) Unloaded Maximum Rate		
Dana Crom	County Counsel	\$ 70.00	\$ 70.00		80
Joshua Hart	Planning Director	\$ 50.53	\$ 50.53		250
Cathreen Richards	Senior Planner	\$ 34.06	\$ 34.06		400
Elaine Kabala	Associate Planner	\$ 26.74	\$ 26.74		250
Bob Harrington	Water Director	\$ 52.14	\$ 52.14		40
Kevin Carunchio	CAO	\$ 73.14	\$ 73.14		40
TBD	Public Works Director	\$ 58.85	\$ 58.85		40
TBD	Planning Coordinator	\$ 31.88	\$ 31.88		100
Jim Tatum	Deputy Public Works Director	\$ 44.65	\$ 44.65		40

* Actual billable rates cannot exceed the rates specified in this exhibit.

* Rates listed must be unloaded rates (that is, before fringe benefits, overhead, G&A or Profit). These rates must reflect the highest salary or wage rate that is actually paid to the employee.

**Exhibit B
Att B-4 Prime Non-Labor Rates**

Inyo County

Time intervals from the start of the project through the Contract Term End Date. (Use your organization's Fiscal Year start / end dates.)				Percentage Rate		
				Fringe Benefits (FB)	Indirect Overhead (IOH)	General & Administrative (GA)
From:	6/18/14	To:	6/30/15	40%	0%	0%
From:	7/1/15	To:	3/31/16	40%	0%	0%

Note: Use the categories that you typically use in your standard business practice.

Non-Labor Rate Category	List the budget expense items to which the indirect costs or fees are applied. Use the following abbreviations: DL = Direct Labor, FB = Fringe Benefits, M = Materials/ Miscellaneous, EQ = Equipment, T = Travel, S = Subcontracts, IOH = Indirect Overhead, GA = General & Administrative
Fringe Benefits	DL
Indirect Overhead	
General & Administrative	

List items you include in each category (e.g., vacation, retirement plan, telephone, secretarial, rent/lease, insurance, etc.).

Fringe Benefits	Indirect Overhead	General & Administrative
Vacation		
Retirement Plan		
Health Benefits		

* Actual billable rates cannot exceed the rates specified in this exhibit.

**Exhibit B
Att B-5 Direct Operating Expenses**

Pre-approved Travel List *							Amount
Task No.	Prime / Sub Name	Trip #	Who	Departure and Destination	Trip Purpose		Commission Funds
						Total:	\$0

* Travel is reimbursed at state rates.

Equipment**							Amount
Task No.	Prime / Sub Name	Description	Purpose	# Units	Unit Cost		Commission Funds
						Total:	\$0

** Equipment is defined as having an acquisition unit cost of at least \$5,000. See instructions for more details.

Material(s)/ Miscellaneous Costs							Amount
Task No.	Prime / Sub Name	Description	Purpose	# Units	Unit Cost		Commission Funds
1,2,3,4	All	Copies	GIS shapefiles, tech reports	n/a	n/a	\$	3,516.00
1,2,3,4	All	Presentation Materials	Posters; Name Tags; Etc.	n/a	n/a	\$	7,000.00
1,2,3,4	All	Document Procurement	Existing datasets	n/a	n/a	\$	7,500.00
						Total:	\$18,016

Exhibit B
Att B-5 Direct Operating Expenses

Minor Subcontractors					
Task No.	Subcontractor Legal Name	Purpose	DVBE? (Yes/No)	Small/ Micro Business (SB/MB)	Amount
					Commission Funds
1,2,3,4	TBD	Distributed Generation			\$ 25,000.00
Total:					\$25,000

Exhibit C
TERMS AND CONDITIONS
FOR NON-FEDERALLY FUNDED GRANTS



TERMS AND CONDITIONS
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TERMS AND CONDITIONS

1. Grant Agreement

This project is being funded with a grant from the California Energy Commission (Energy Commission). Funding for this project was authorized by Assembly Bill x1 13 (Perez, Chapter 10, Statutes of 2011), and consists of funds from the Renewable Resource Trust Fund. By accepting funds for this project, you agree to the grant requirements of Assembly Bill x1 13 as codified in Public Resources Code section 25619, and as amended by Assembly Bill 2161 (Achadjian, Chapter 250, Statutes of 2012) and Assembly Bill 1255 (Perez, Chapter 601, Statutes of 2012). Public Resources Code section 25619(b) requires that grant funds be used for the development or revision of rules and policies that facilitate the development of eligible renewable energy resources, and their associated electric transmission facilities, and the processing of permits for eligible renewable energy resources. Funds may also be used to provide training to county planning staff to facilitate the siting and permitting of eligible renewable energy resources. A project that includes adoption or revision of a general plan element or zoning ordinance pursuant to section 25619(b) shall be completed within two years of receipt of the grant and shall be consistent with the conservation strategies of any natural community conservation plan if one has been approved, or is under development, pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with section 2800) of Division 3 of the Fish and Game Code).

An eligible renewable energy resource is defined in section 399.12(e) of the Public Utilities Code as an electrical generating facility that meets the definition of a "renewable electrical facility" in Section 25741 of the Public Resources Code with some restrictions listed in 399.12(e)(1) and (2). A renewable electrical generation facility must satisfy the criteria in Section 25741(a), which requires, among other things, that the facility use biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells using renewable fuels, small hydroelectric generation of 30 megawatts or less, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current, and any additions or enhancements to the facility using that technology.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Commission may impose additional special conditions in this Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient shall sign all six copies of this Agreement and return five signed packages to the Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

All work and/or the expenditure of funds (Commission-reimbursed and/or match share) must occur within the approved term of this Agreement. The Commission cannot authorize any payments until all parties sign this Agreement.

2. Attachments and References

The following are attached and hereby expressly incorporated into this Agreement.

- Work Statement.
- Budget.
- Resolution of the Recipient or Local Jurisdiction Governing Body (if applicable).
- Resolution of the California Energy Commission.
- Special Conditions (if applicable).

The Office of Management and Budget (OMB) Circulars and/or federal regulations identified below are incorporated by reference as part of this Agreement. These Terms and Conditions and any Special Conditions take precedence over the circulars and/or regulations. The OMB Circulars and federal regulations are used to help guide the administration of the award when questions arise during the course of performance of the award. The Commission reserves the right to use as much or as little of each circular or regulation it deems necessary to administer the award in good faith and consistent with prudent fiscal management of public funds. OMB Circulars may be accessed on the OMB web site at www.whitehouse.gov/omb/circulars/index.html or by calling the Office of Administration, Publications Office, at (202) 395-7332.

- Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- OMB Circular A-110: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (also applicable to private entities).
- 10 CFR Part 600: DOE Financial Assistance Regulations (www.pr.doe.gov/f600toc.html).
- OMB Circular A-87: Cost Principles for State, Local and Tribal Governments.
- OMB Circular A-21: Cost Principles Applicable to Grants, Contracts, and Other Agreements with Institutions of Higher Education (public and private colleges and universities).
- OMB Circular A-122: Cost Principles Applicable to Grants, Contracts, and Other Agreements with Non-Profit Organizations (non-profit organizations and individuals, except for those specifically exempted).
- OMB Circular A-133: Audits of States, Local Governments, and Non-Profit Organizations.
- Title 48 CFR, Ch. 1, Subpart 31.2: Contracts with Commercial Organizations (Supplemented by 48 CFR, Ch. 9, Subpart 931.2 for Department of Energy grants) (commercial firms and certain non-profit organizations) (www.access.gpo.gov/nara/cfr/cfr-table-search.html)

3.Funding Limitations

Any federal, state, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

4.Due Diligence

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Commission Agreement Manager will periodically evaluate the schedule for completion of Work Statement tasks. If the Commission Agreement Manager determines (1) the Recipient is not being diligent in completing the tasks in the Work Statement or (2) the time remaining in the funding award is insufficient to complete all project work tasks by the Agreement term end date, the Project Manager may recommend to the Policy Committee of the Commission (Committee) that this Agreement be terminated, and the Committee may, without prejudice to any of its remedies, terminate this Agreement.

5.Products

Products are defined as any tangible item specified in the Work Statement. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the Commission Agreement Manager for review and comment. The Recipient will submit an original and two copies of the final version of all products to the Commission Agreement Manager.

6.Reports

a. Progress Reports

The Recipient shall submit progress reports to the Commission Agreement Manager as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

Work Statement: This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

Financial Status: This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

Additional Information: Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports

A draft final report shall be submitted to the Commission Agreement Manager no later than 60 days prior to the end of the Agreement term. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the Recipient to maintain or further develop the project.
- A Payment Request form for the final payment (including any retention).
- Any additional information specified in the Work Statement or Special Conditions.

The Commission Agreement Manager will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the Commission Agreement Manager.

Upon receipt of the final report, the Commission Agreement Manager shall ensure that all work has been satisfactorily completed.

c. Rights in Reports

The Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Commission.

d. Failure to Comply with Reporting Requirements

Failure to comply with the reporting requirements contained in this award will be considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards.

7. Publications - Legal Statement on Reports and Products

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

8. Amendments

Changes to the Work Statement, changes to specific line items in the budget, or both, may be made under certain conditions. Such changes must not alter the original scope or purpose of the project or program as proposed in the application and must not appreciably affect the value of the project or program. Work Statement changes and/or cumulative transfers among budget line items that exceed 10 percent of the award require advance written approval of the Commission Agreement Manager and the Grants and Loans Office. All requests must be submitted directly to the Commission Agreement Manager in writing and include a description of the proposed change, revised attachment(s), and the reasons for the change. If the change is approved, the affected sections of the Agreement will be amended and signed by the Commission Agreement Manager, the Grants and Loans Office, and the Recipient's authorized representative.

9. Contracting and Procurement Procedures

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts and include cost as a factor when choosing subcontractors.

Subcontracting criteria are specified in the applicable OMB Circulars and/or federal regulations incorporated by reference in this Agreement. The Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement and any OMB Circulars and/or federal regulations incorporated by reference in this Agreement.

Upon request, the Recipient must submit to the Commission Agreement Manager a copy of all solicitations for services or products required to carry out the terms of this Agreement, copies of the proposals or bids received, and copies of subcontracts executed. If a specific subcontractor was identified in the original application and the grant was evaluated based in part on this subcontractor's qualifications, then prior written approval from the Commission Agreement Manager is required before substituting a new subcontractor.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- Any additional requirements specified in the OMB Circulars incorporated by reference in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Audit provisions regarding record retention specified in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Language conforming to the "License" provision in this Agreement.

Failure to comply with the above requirements may result in the termination of this Agreement.

10. Bonding and Insurance

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in the OMB Circulars incorporated by reference in this Agreement.

11. Permits and Clearances

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

12. Equipment

Title to equipment acquired by the Recipient with Commission funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by Commission funds, and the Recipient shall not encumber the property without Commission Agreement Manager approval. When no longer needed for the original project or program, the Recipient shall contact the Commission Agreement Manager for disposition instructions.

Recipient should refer to the OMB Circulars and/or federal regulations incorporated by reference in this Agreement.

13. Termination

This project may be terminated for any reason set forth below.

a. **With Cause**

In the event of any breach by the Recipient of the conditions set forth in this Agreement, the Commission Policy Committee may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Recipient.

b. **Without Cause**

The Commission Policy Committee may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice, in writing to the Recipient by certified mail, return receipt requested. In such event, the Recipient agrees to use all reasonable efforts to mitigate the Recipient's expenses and obligations hereunder. Also in such event, the Commission shall pay the Recipient for all satisfactory services work performed and expenses incurred within 30 days after such notice of termination which could not by reasonable efforts of the Recipient have been avoided, but not in excess of the maximum payable under this Agreement.

14. Stop Work

The Energy Commission Grants Officer may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

- a. **Compliance.** Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- b. **Equitable Adjustment.** An equitable adjustment shall be made by Energy Commission based upon a written request by Recipient. Such adjustment request must be made by Recipient within thirty (30) days from the date of the stop work order.
- c. **Canceling a Stop Work Order.** Recipient shall resume the work only upon receipt of written instructions from the Energy Commission Grants Officer.

15. Travel and Per Diem

For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees assigned responsibilities for this award are permanently assigned. Travel expenditures not listed in this section cannot be reimbursed.

Travel not listed in the Budget section of this Agreement shall require prior written authorization from the Commission Agreement Manager. Recipient shall be reimbursed for authorized travel and per diem up to, but not to exceed, the rates allowed nonrepresented state employees. A copy of the current allowable reimbursement rates can be obtained by contacting the Commission's Grants and Loans Office at (916) 654-4381.

Travel expense claims must detail expenses using the allowable rates, and Recipient must sign and date the travel expense claim before submitting the travel expense claim to the Commission for payment. Expenses must be listed by trip including dates and times of departure and return. Travel expense claims and supporting receipts and expense documentation shall be attached to the Recipient's Payment Request. A vehicle license number is required when claiming mileage, parking, or toll charges. Questions regarding allowable travel expenses or per diem should be addressed to the Commission Agreement Manager.

16. License

The Commission shall be granted a no-cost, nonexclusive, nontransferable, irrevocable worldwide license to use or have practiced for or on behalf of the State of California inventions developed hereunder and patents or patent applications derived from such inventions. Recipient must obtain agreements to effectuate this clause with all persons or entities obtaining ownership interest in the patented subject inventions.

The Commission makes no claim to intellectual property that existed prior to this Agreement and was developed without Commission funding. If applicable, the Recipient gives notice that the items listed in the Intellectual Property attachment or exhibit have been developed without Commission funding and prior to the start of this Agreement. This list represents a brief description of the prior developed intellectual property. A detailed description of the intellectual property, as it exists on the effective date of this Agreement, may be necessary if Commission funds are used to further develop the listed intellectual property. This information will assist the parties to make an informed decision regarding intellectual property rights.

The Commission shall be granted the no-cost use of the technical data first produced or specifically used in the performance of this Agreement.

The Commission shall be granted a royalty-free nonexclusive, irrevocable, nontransferable worldwide license to produce, translate, publish, use and dispose of, and to authorize others to produce, translate, publish, use and dispose of all copyrightable material first produced or composed in the performance of this Agreement.

17. Standard of Performance

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this award shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by Commission Agreement Manager, shall be borne in total by Recipient and not the Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- (1) Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the Commission Agreement Manager. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Commission;
- (2) The Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- (3) The Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the Commission Agreement Manager pursuant to application of (1) and (2) above. In the event the Commission directs Recipient/subcontractor not to re-perform a task, the Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

18. Payment of Funds

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed. The Recipient can only bill for actual expenses incurred at the Recipient's actual direct labor rate(s), fringe benefit rate(s), and indirect rate(s), not to exceed the rates specified in the Budget.

a. Payment Requests

The Recipient may request payment from the Commission at any time during the term of this Agreement although it is preferred that payment requests be submitted with the progress reports.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has paid for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

As a general rule, advance payments are not allowed and discouraged. The Commission, at its sole discretion, may honor advance payment requests if warranted by **compelling need**. Advance payments shall only be made upon the satisfaction of conditions intended to protect Commission funds from loss or misuse, including (1) depositing all advance payments into a separate interest-earning account; (2) reporting interest earned on advance payments to the Commission Agreement Manager; (3) the accounting of all advance payments within a timeframe specified by the Grants and Loans Office; (4) returning all unused advance payments and interest or portion thereof, within 60 days of the termination of this Agreement; and (5) other conditions as specified by the Grants and Loans Office.

Funds in this award have a limited period in which they must be expended. All Recipient expenditures (Commission-reimbursable and match share) must occur within the approved term of this Agreement.

b. Documentation

All payment requests must be submitted using a completed Payment Request form (Exhibit A), and must be received no later than 30 days after the end of the term of the agreement. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Commission and match share. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the Commission Agreement Manager will inform the Recipient and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any receipt or invoice in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

I certify to the best of my knowledge and belief that this report is correct and complete and all outlays and obligations are for the purposes set forth in the funding Agreement and that the reimbursement of these costs has not and will not be received under other sources including, but not limited to, a Government Entity contract, subcontract or other procurement method.

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The Commission Agreement Manager will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the Commission Agreement Manager.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the Commission Agreement Manager.
- All products due have been submitted and are satisfactory to the Commission Agreement Manager.
- Other prepayment conditions as may be required by the Commission Agreement Manager have been met. Such conditions will be specified in writing ahead of time, if possible.

f. Fringe Benefits, Indirect Overhead, General and Administrative (G&A), and Facilities and Administration (F&A)

Indirect cost rates must be developed in accordance with generally accepted accounting principles and the applicable OMB circulars or federal acquisition regulations. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead, G&A, or F&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed at,

www.energy.ca.gov/contracts/pier/PIERInvoicingInstructions.doc

- The cost pools used to develop the federal rates must be allocable to the Commission Agreement, and the rates must be representative of the portion of costs benefiting the Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Commission Agreement.
 - The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Commission Agreement.
 - The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.
- g. Retention
- It is the Commission's policy to retain 10 percent of any payment request or 10 percent of the total Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The Commission Agreement Manager will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.
- h. State Controller's Office
- Payments are made by the State Controller's Office.

19. Fiscal Accounting Requirements

The Recipient shall review and comply with the administrative requirements outlined in the applicable sections of the OMB circulars and/or federal regulations incorporated as part of the funding Agreement. The OMB circulars and/or federal regulations are supplemented with the following requirements:

- a. Accounting and Financial Methods
- The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Commission funds for each project funded by the Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.
- b. Retention of Records
- The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the project has been formally concluded, or final payment received, whichever is later, unless otherwise specified in the funding Agreement.
- Records for nonexpendable personal property acquired with Commission funds shall be retained for three years after its final disposition.

c. Audits

Upon written request from the Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Commission or any other agency of the state, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the state. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the Commission Agreement Manager within 30 days of the completion of such audits.

d. Match or Cost Share (match)

If the Budget includes match, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Commission funds. Commission funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind services) and provide complete documentation of expenditures as described under "Payment of Funds."

20. Indemnification

The Recipient agrees to indemnify, defend, and save harmless the state, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

21. Disputes

In the event of a dispute or grievance between Recipient and the Commission regarding this Agreement, the following two-step procedure shall be followed by both parties. Recipient shall continue with responsibilities under this Agreement during any dispute.

a. Commission Dispute Resolution

The Recipient shall first discuss the problem informally with the Commission Agreement Manager. If the problem cannot be resolved at this stage, the Recipient must direct the grievance together with any evidence, in writing, to the Commission Grants and Loans Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Recipient's

position and the remedy sought. The Commission Grants and Loans Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Recipient. The Grants and Loans Officer shall respond in writing to the Recipient, indicating a decision supported by reasons. Should the Recipient disagree with the Grants and Loans Officer decision, the Recipient may appeal to the second level.

The Recipient must prepare a letter indicating why the Grants and Loans Officer's decision is unacceptable, attaching to it the Recipient's original statement of the dispute with supporting documents, along with a copy of the Grants and Loans Officer's response. This letter shall be sent to the Executive Director at the Commission within ten (10) working days from receipt of the Grants and Loans Officer's decision. The Executive Director or designee shall meet with the Recipient to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Recipient within twenty (20) working days of receipt of the Recipient's letter. The Executive Director may exercise the option of presenting the decision to the Commission at a business meeting. Should the Recipient disagree with the Executive Director's decision, the Recipient may appeal to the Commission at a regularly scheduled business meeting. Recipient will be provided with the current procedures for placing the appeal on a Commission Business Meeting Agenda.

b. Mutual Agreement for Arbitration

Should the Commission's Dispute Resolution procedure described above fail to resolve a dispute or grievance to the satisfaction of the Recipient, either party may seek to have the dispute or grievance resolved through binding arbitration. Both parties must consent before submitting the dispute to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final (not appealable to a court through the civil process). However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later than six (6) months after the date of the termination of this Agreement, irrespective of when the dispute or grievance arose, and irrespective of the applicable statute of limitations for a suit based on the dispute or grievance.

The cost of arbitration shall be borne by the parties as follows:

- i) The AAA's administrative fees shall be borne equally by the parties;

- ii) The expense of a stenographer shall be borne by the party requesting a stenographic record;
- iii) Witness expenses for either side shall be paid by the party producing the witness;
- iv) Each party shall bear the cost of its own travel expenses;
- v) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Agreement funds. Both parties must agree, in writing, to utilize Agreement funds to pay for arbitration costs.

If the parties do not mutually agree to binding arbitration, the sole forum to resolve the dispute is State court.

22. Workers' Compensation Insurance

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the Commission Agreement Manager satisfactory evidence of this insurance at any time the Commission Agreement Manager may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the Commission Agreement Manager satisfactory evidence of this insurance at any time the Commission Agreement Manager may request.

23. General Provisions

- a. **Governing Law**
It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.
- b. **Independent Capacity**
The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- c. **Assignment**
Without the written consent of the Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.
- d. **Timeliness**
Time is of the essence in this Agreement.

e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the Commission of the occurrence of each of the following:

- (a) A change of address.
- (b) A change in the business name or ownership.
- (c) The existence of any litigation or other legal proceeding affecting the project.
- (d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
- (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Commission's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Commission is not satisfied that the new entity can perform as the original Recipient, the Commission may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"

- “Equipment”
- “Change in Business”
- “Disputes”
- “Termination”
- “Audit”
- “Indemnification”
- “License”
- “Fiscal Accounting Requirements”

24. Certifications and Compliance

a. Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).
- (2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement;
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

e. Americans with Disabilities Act

By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

25. Site Visits

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

26. Confidentiality

a. Information Considered Confidential

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

b. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Energy Commission Grants Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

c. Submittal of Unanticipated Confidential Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

d. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

27. Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

28. Key Personnel and Key Subcontractors

a. Key Personnel

Key personnel are employees of the Recipient who are critical to the outcome of the project. For example, they may have expertise in the particular field or have experience that is not available from another source. Replacing these individuals may affect the outcome of the project. Key personnel, listed in the SOW exhibit, may not be substituted without the Commission Agreement Manager's approval. Such approval shall not be unreasonably withheld. Recipient may substitute all other personnel, with reasonable advance notification made to the Commission Agreement Manager.

b. Key Subcontractors

Key subcontractors are subcontractors or vendors to the Recipient who are critical to the outcome of the project. As with key personnel, key subcontractors may have expertise in the particular field or have experience that is not available from another source. Replacing these subcontractors may affect the outcome of the project. An employee of the Recipient's subcontractor or vendor may also qualify as "key." Key subcontractors, listed in the SOW exhibit, may not be substituted without the Commission Agreement Manager's approval. Such approval shall not be unreasonably withheld. Recipient may substitute all other subcontractors, with reasonable advance notification made to the Commission Agreement Manager. Replacement of key subcontractors is subject to the "Contracting and Procurement Procedures" section contained within these terms and conditions.

29. Public Works -- Payment of Prevailing Wages

Generally Required by Law

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this grant, Recipient as a material term of this agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this grant, Recipient must either:

- (a) Proceed on the assumption that the project is a public work and ensure that:
- (i) prevailing wages are paid; and
 - (ii) the project budget for labor reflects these prevailing wage requirements; and
 - (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

- (b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before the grant agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Indemnification and breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this agreement that excuses the Energy Commission's performance of this grant agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this award and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this grant award, as a material term of this agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting the award for this grant.

Certification. Recipient shall certify to the Energy Commission on each Payment Request Form, either that (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (b) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this grant, and Energy Commission shall be relieved of any obligation to pay said funds.

30. Intellectual Property

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

**Exhibit D
Contacts List**

<p>Commission Grant Manager:</p> <p>Pablo Gutierrez California Energy Commission 1516 Ninth Street, MS - 45 Sacramento, CA 95814 Phone: (916) 654-4663 e-mail: Pablo.Gutierrez@energy.ca.gov</p>	<p>Grantee Project Manager:</p> <p>Joshua Hart County of Inyo PO Drawer L 168 North Edwards El Centro, CA 93526 Phone: (760) 878-0382 e-mail: jhart@inyocounty.us</p>
<p>Commission Grant's Officer:</p> <p>Cory Irish California Energy Commission 1516 Ninth Street, MS - 18 Sacramento, CA 95814 Phone: (916) 654-4739 Fax: (916) 654-4423 e-mail: Cory.Irish@energy.ca.gov</p>	<p>Grantee Administrator:</p> <p>Kevin Carunchio County of Inyo PO Drawer L 168 North Edwards El Centro, CA 93526 Phone: (760) 878-0300 e-mail: kcarunchio@inyocounty.us</p>
<p>Commission Accounting Officer:</p> <p>Kathy Jones California Energy Commission 1516 Ninth Street, MS - 2 Sacramento, CA 95814 Phone: (916) 654-4377 Fax: (916) 653-1435 e-mail: kathy.jones@energy.ca.gov</p>	<p>Grantee Accounting Officer:</p> <p>Elaine Kabala County of Inyo PO Drawer L 168 North Edwards El Centro, CA 93526 Phone: (760) 878-0263 e-mail: ekabala@inyocounty.us</p>
<p>Commission Legal Notice:</p> <p>Tatyana Yakshina Grants Manager 1516 Ninth Street, MS-18 Sacramento, CA 95814-5512 Phone: (916) 654-4204 Fax: (916) 654-4423 e-mail: Tatyana.Yakshina@energy.ca.gov</p>	