

# 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.

### **September 13, 2016**

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

#### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.** (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). *Native American Heritage Commission v. Inyo County Planning Department and Inyo County Board of Supervisors*, Inyo County Superior Court Case No. SICVPT1557557 (Munro Petition for Writ of Mandate)
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)].** Decision whether to initiate litigation (one case).
4. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Employee Organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, Information Services Director Brandon Shults, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

#### **OPEN SESSION**

**10:00 a.m. PLEDGE OF ALLEGIANCE**

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
8. **INTRODUCTIONS** – The following employees will be introduced to the Board: Sarah Jean Raley, HHS Specialist IV, Health and Human Services; and Lucy A. Vincent, Office Clerk III, Health and Human Services-Behavioral Health.

**CONSENT AGENDA** (Approval recommended by the County Administrator)

**AG COMMISSIONER**

9. Request Board reappoint Ron Yribarren to a seat on the Agricultural Resource Advisory Board representing the position of Resource Conservation District Chair or Designee, to a three-year term ending August 22, 2019. *(Requests for letters of interest resulted in response from only Mr. Yribarren.)*

**COUNTY ADMINISTRATOR**

10. **Advertising County Resources** – Request Board approve final Community Project Sponsorship Grant payments of \$2,500 to the Death Valley Chamber of Commerce for website upgrades and \$2,500 for producing and printing the 2016 Death Valley Visitors Guide; and \$2,750 to the Shoshone Museum Foundation for completing the Promotion of Southeast Inyo project. *(All three 2015-2016 projects are funded from the 2015-2016 Advertising County Resources budget.)*
11. **Purchasing** – Request Board: A) award Bid No. 2016-02 Toner Cartridges for Fiscal Year 2016-2017 to Beyond Technology, with the option to renew a second or third year; and B) authorize purchase orders that exceed \$10,000 to be issued to Beyond Technology for Fiscal Year 2016-2017 from the Purchasing Revolving Budget in an amount not to exceed \$35,000.

**HEALTH AND HUMAN SERVICES**

12. Request Board approve the contract between the County of Inyo and Dwayne's Friendly Pharmacy for provision of pharmaceutical services in an amount not to exceed \$650,000 for the period of October 1, 2016 to June 30, 2021, contingent upon the adoption of future budgets; and authorize the Chairperson to sign.

**PUBLIC WORKS**

13. Request Board: A) consider amending the existing lease with Owens Valley Aviation, Inc. (Jim and Linda Marchio) for Hangar "A" at the Bishop Airport, continuing all other terms and conditions of the existing lease (including the annual rental fee of \$19,662), but adding the option to extend the term from its current expiration date of June 30, 2019 for another 10 years through June 30, 2029\*; and B) authorize the Public Works Director to sign the Lease Agreement. *\*The option will be at Owens Valley Aviation's discretion, provided Owens Valley Aviation notifies the County in writing of its exercise of said option 60 days in advance of the lease termination.*
14. Request Board approve the Exhibit 9-B Local Agency DBE Annual Submittal Form for the 2016-2017 Federal Fiscal Year and authorize the Chairperson to sign.

**TREASURER-TAX COLLECTOR**

15. Request Board: A) declare Bid4Assets, Inc. a sole-source provider of online public tax auctions; B) approve a contract between the County of Inyo and Bid4Assets, Inc. to provide technical expertise and services to host an online tax-defaulted land auction, in an amount not to exceed \$17,000, for the period of September 16, 2016 through June 30, 2017; and C) authorize the Treasurer-Tax Collector to execute the contract upon obtaining the appropriate signatures.

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

16. **BOARD OF SUPERVISORS – Supervisor Rick Pucci** – Request Board appoint a Planning Commissioner to represent the Third Supervisorial District.
17. **COUNTY ADMINISTRATOR – Budget** – Request Board: A) conduct a review and discussion of the Fiscal Year 2016-2017 Final Board Approved Budget including but not limited to: 1) those changes to the CAO Recommended Budget contained in the attached Addendum and Errata Sheet, and those that were directed by the Board to be included in the Final Budget; and 2) any other changes which may be made as a result of today's discussion; B) adopt the Fiscal Year 2016-2017 Final Budget as recommended by the County

Administrator and as amended, as directed; and C) approve a resolution titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting the Final Budget for Fiscal Year 2016-2017."

18. **COUNTY ADMINISTRATOR** – Request Board approve the letter to Senator Tom Berryhill expressing the Inyo County Board of Supervisors' gratitude for his sponsorship of SB 1345, which Gov. Jerry Brown signed into law on August 26, 2016 and which extends the provisions of AB 628 for the Adventure Trails Pilot Project through 2020 and expands the provisions of the legislation to include similar projects in Mono and Sierra counties; and authorize the Chairperson to sign.
19. **COUNTY ADMINISTRATOR – Information Services** – Request Board: A) receive presentation regarding Information Services and the responsibilities of the IS Director and consider recommendations pertaining thereto, including job description and responsibilities; B) authorize staff to identify an executive recruitment firm to assist the County in the recruitment, selection, and hiring of a new IS Director by July 1, 2017, including updating job description and salary for the IS Director based on today's presentation and consultant input, and prepare a contract for consideration by your Board; and C) direct staff to prepare an amendment to Section 2.88.55 of the Inyo County Code to County Code, amending the County Merit System Ordinance to exclude the following titles: Information Services Director, Deputy Information Services Director, Medical Director – Corrections, and Deputy County Counsel I, and any other management positions desired by the Board.
20. **COUNTY ADMINISTRATOR – Parks and Recreation** – Request Board approve a lease with the Los Angeles Department of Water and Power allowing for continued operation of Diaz Lake by the County, and authorize the Chairperson to sign.
21. **HEALTH AND HUMAN SERVICES – Foster Care Licensing** – Request Board support the Department's plan to apply to the California Department of Social Services to become a Foster Family Agency as part of California's Continuum of Care Reform.
22. **PLANNING** – Request Board review the Inyo National Forest's Notice of Mammoth Base Land Exchange and provide direction to staff.
23. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meeting of August 9, 2016.

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

10:30 a.m. 24. **DEATH VALLEY NATIONAL PARK**

- A. Receive a presentation from Death Valley National Park Superintendent regarding current developments, issues, and other relevant topics.
- B. Review Death Valley National Park's Draft Foundation Document Core Components and draft correspondence in regards thereto, and authorize the Chairperson to sign.

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

25. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

|   |
|---|
| For Clerk's Use Only:<br><b>AGENDA NUMBER</b> |
| 9   |

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

**FROM:** Nathan D. Reade, Agricultural Commissioner/Director of Weights and Measures

**FOR THE BOARD MEETING OF:** September 13, 2016

**SUBJECT:** One Appointment to the Agriculture Resource Advisory Board

**DEPARTMENTAL RECOMMENDATION:**

Request that your Board consider the letter of interest received for appointment to the Agriculture Resource Advisory Board and appoint the following appointment: One Board Member representing the category of "Chair of the Resource Conservation District or their Appointee" term ended 8/22/2016 to serve a three-year term expiring 8/22/2019.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Clerk of the Board has advertised this vacancy in accordance with the County policy. Letter of interest (attached) was received from Ron Yribarren.

As per resolution 2006-28 the Agriculture Resource Advisory Board shall consist of seven (7) voting members; Community Business at Large, Los Angeles Department of Water and Power Lessee, President of the Inyo/Mono Farm Bureau or their Appointee, President of the Inyo/Mono Cattleman's Association or their Appointee, Chair of the Resource Conservation District or their appointee, Tri-County Fair Board Chair or their appointee, Chamber of Commerce Rotating between Bishop, Big Pine, Independence and Lone Pine.

The purpose of this Board is to act as a Technical Advisory Board on agricultural matters with the goal of sustaining and enhancing agricultural production in Inyo County. Duties to provide advice and recommendations to the Inyo County Board of Supervisors, Inyo County Planning Department and other Inyo County Agencies regarding agricultural issues.

**ALTERNATIVES:**

Your Board could choose not to appoint Ron Yribarren thus leaving the Agriculture Resource Advisory Board with one vacancy.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

No fiscal impact is expected from this action.

**APPROVALS**

|                     |  |
|---------------------|--|
| COUNTY COUNSEL:     | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i><br><br>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><br><br>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><br><br>Approved: _____ Date _____                           |

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Nathan S. Reade By Jim Suter Date: 9/7/16

September 1, 2016

Darcy Ellis, Clerk of Inyo County Board of Supervisors  
PO Drawer N  
Independence, CA 93526

Dear Darcy Ellis,

I would like to request being re-appointed to the Agriculture Resource Advisory Board as the Chair of the Resource Conservation District. It is my understanding that a letter of intent to the Inyo County Board of Supervisors is required in order for me to be considered for re-appointment.

May this letter serve as my request for re-appointment to the Inyo County Board of Supervisors.

Sincerely,



Ron Yribarren  
3000 South 395  
Bishop CA 93514



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

|   |
|---|
| For Clerk's Use Only:<br><b>AGENDA NUMBER</b> |
| 10  |

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

**FROM:** Jon Klusmire, Museum Services Administrator

**FOR THE BOARD MEETING OF:** September 13, 2016

**SUBJECT:** Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Death Valley Chamber of Commerce for successfully completing two 2015-16 CPSP projects; the Shoshone Museum Association for successfully completing one 2015-16 CPSP project.

**DEPARTMENTAL RECOMMENDATION:** Request your Board approve final payments of \$2,500 to the Death Valley Chamber of Commerce for website upgrades and \$2,500 for producing and printing the 2016 Death Valley Visitor's Guide; \$2,750 to the Shoshone Museum Foundation for completing the Promotion of Southeast Inyo project. All three are 2015-16 Community Project Sponsorship Grant projects funded from the 2015-2016 Advertising County Resources budget, 011400.

**SUMMARY DISCUSSION:** The Death Valley Chamber of Commerce was awarded a FY 2015-16 County of Inyo Community Project Sponsorship Grant in the amount of \$5,000 in January 2016 for upgrading the Chamber website. The upgrade included adding three new translation options for the site: Bahasa Indonesian, Swedish and Ukrainian, prompted by information requests from visitors from those countries. This means the website is now translated into 16 languages, reflecting the wide variety of international visitors to Death Valley National Park and the towns surrounding it. The translations have helped the Chamber provide travel itineraries and related tourist information to non-English speaking travelers and visitors. The upgrade also included installing more robust security measures. The Chamber website's tracking feature showed increasing numbers of web visits from potential visitors from across the world, with about 576 "hits" per day. After contracts were finalized, half the grant funds (\$2,500) were disbursed to the Death Valley Chamber of Commerce. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$2,500. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Death Valley Chamber of Commerce was awarded a FY 2015-16 County of Inyo Community Project Sponsorship Grant in the amount of \$5,000 in January 2016 for producing and printing the 2016 Death Valley Visitor's Guide. The completed 2016 Guide includes a variety of stories about the history of the region and current attractions. The full press run has been distributed in the region. Once again, requests for the magazine outstrip the number published, but visitors are also able to download the publication from the Chamber website throughout the year. After contracts were finalized, half the grant funds (\$2,500) were disbursed to the Death Valley Chamber of Commerce. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment totaling \$2,500. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Shoshone Museum Foundation was awarded a FY 2015-16 County of Inyo Community Project Sponsorship Grant in the amount of \$5,500 in January 2016 to complete the Promotion of Southeast Inyo Project. The group hosted a well-attended art and literature workshop, and completed a comprehensive, color brochure listing lodging, camping, dining, museums, farms, hot springs and historical attractions in the Tecopa, Shoshone and Death Valley Junction region. This is a comprehensive listing of area attractions that provides visitors will all the information necessary to plan a trip to Southeast Inyo County. After contracts were finalized, half the grant funds (\$2,750) were disbursed to the Museum Foundation. The group has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining \$2,750 in grant funding. The Museum Foundation also provided ample evidence that Inyo County was prominently mentioned as a sponsor of the event.

**ALTERNATIVES:** The Board could deny the requests.

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





**COUNTY OF INYO  
COMMUNITY PROJECT SPONSORSHIP PROGRAM  
REIMBURSEMENT REQUEST FORM**

Mail Reimbursement Request To:  
County of Inyo  
Community Project Sponsorship Program  
P. O. Drawer N  
Independence, CA 93526

Total Requested \$ 2,500.00  
Mid Project Request   
(list relevant invoices)  
Final Payment Request   
(if yes, complete all sections  
below)

Grant Recipient Name DEATH VALLEY CHAMBER OF COMMERCE

Project Name WEB UPGRADE

| EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED) |                      |   |                |
|--|----------------------|---|----------------|
| INVOICE DATE   | VENDOR NAME          | DESCRIPTION OF SERVICES RENDERED        | INVOICE AMOUNT |
| 04/01/2016   | GIO SEBASTIAN DESIGN | UPGRADE, SECURITY, CONTENT, MAINTENANCE | \$ 4,000.00    |
| 03/30/2016   | DEATH VALLEY CHAMBER | ADMINISTRATIVE STAFF HOURS              | \$ 1,000.00    |
|  |                      |   |                |
|  |                      |   |                |
|  |                      |   |                |
|  |                      |   |                |
|  |                      |   |                |
|  |                      |   |                |

Invoice Total \$ 5,000.00  
Total Reimbursement requested (if different) \$ 2,500.00

**CHECK LIST FOR FINAL REIMBURSEMENT**

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity  Date Project/Event Completed 04/30/2016

Final Report to the Board of Supervisors  
Oral Report  Report of Eligible Staff Costs   
Written Report

Documentation of All Eligible Expenses

I certify that all expenditures associated with this reimbursement request are consistent with the grant agreement between the Grant Recipient named above and the County of Inyo

Susan R. Dennett ADMINISTRATOR 7/30/2016  
Signature of Representative Title Date

## Supervisors Report

### Web Upgrades

The 2016 Web Upgrade project features translations of the website and the downloadable online Visitor Guide into three additional languages; Bahasa Indonesian, Swedish, and Ukrainian. Choice of languages was determined by surges in the number of new visitor information requests coming in from Indonesia, Sweden, and the Ukraine.

Cyber security "perimeter fencing" has been meticulously inspected for holes, upgraded, tightened, and reinforced. State of the art programs vigilantly analyze web activity and scan for vulnerabilities on a dynamic rotation around the clock to identify, segregate, quarantine, and eliminate potential threats immediately. A "red alert" feature created by our webmaster is now fully operational and can detect, isolate, and barricade against any attempted incursion feed long before any malware has the chance to embed itself.

Consequently, malicious coding string insertions have been eradicated and page load errors and redirects are entirely non-existent. This effective, preemptive safeguard has enabled us to happily report that there have been no breaches, hacks, data mining, or "phisher" attacks this year to date. Additionally, page loading disruptions and lag time issues involving servers have been significantly reduced. Load times have been decreased by 70%, resulting in a more satisfactory and enjoyable visitor experience.

"Calendar" and "News" pages saw a 50% increase in entries and archiving is complete. The enhancement of active diagnostics, refinement of broad analytics, and development of sophisticated custom intrusion monitoring has resulted in no website "down time." Broken link incidents have been nominal and swiftly remedied within hours, not days.

We are holding steady with a slight increase of just over 5% in visitor traffic, up from 549 hits on average per day in 2015 to 576 hits on average per day this year to date. Our "bounce" times are competitive with typical visit duration in excess of four minutes. Feedback reflects that the superior quality of our photo gallery is still our biggest draw.

The Death Valley Chamber of Commerce would like to thank the CPSP program judges, Jon Klusmire, and the Inyo County Board of Supervisors for their support as we maintain, enhance, and protect our popular website. We are grateful for the opportunity to serve Death Valley as tourism ambassadors and to carry on this worldwide outreach.



Death Valley  
Chamber of Commerce

- [Home](#)
- [About](#)
- [News](#)
- [Events](#)
- [Members](#)
- [Links](#)
- [History](#)
- [Contact Us](#)

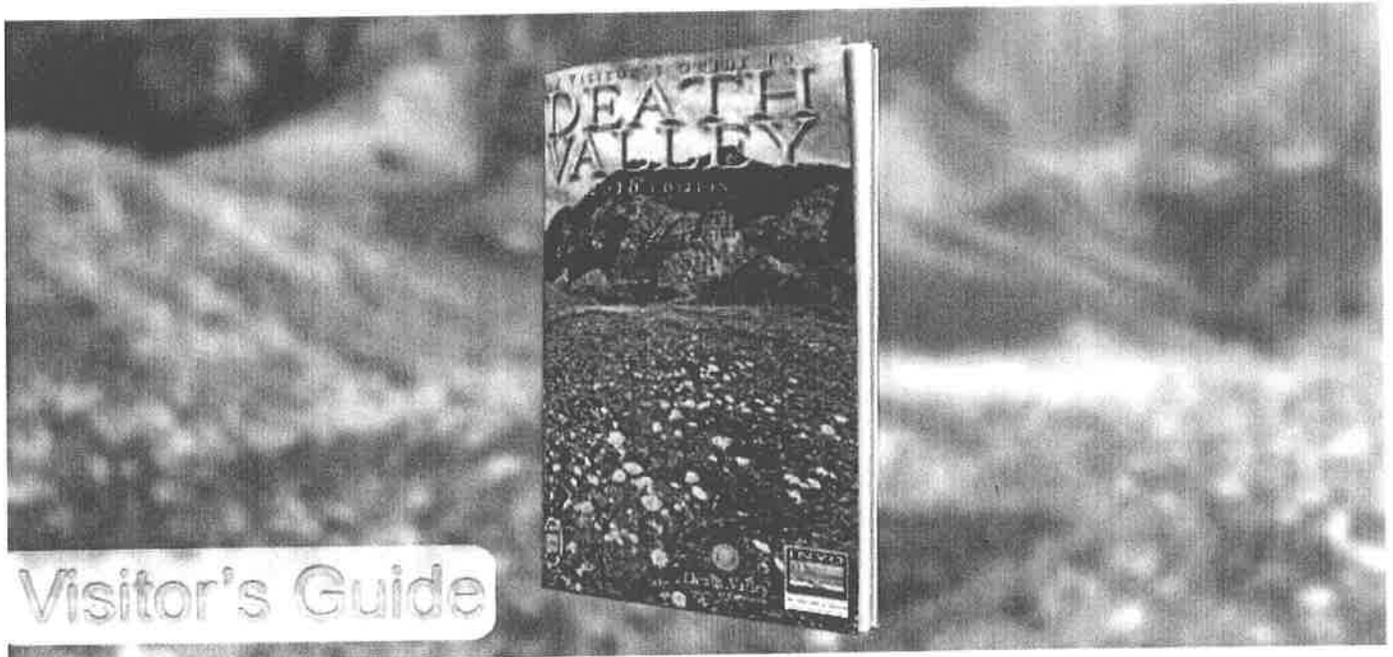
Translation



*The Other Side of California*  
DEATH VALLEY AND THE EASTERN SIERRA



[Previous](#) [Next](#)



## Welcome to the American Outback | Visitor Guide 2016

Over a million visitors a year enjoy Death Valley. The unique pristine vistas—the enchanting wildlife—the incredible night skies—the sheer scope of the nation's largest National Park in the lower 48 states has made it a must-see destination for American and International visitors alike. [DOWNLOAD AVAILABLE...](#)



**COUNTY OF INYO  
COMMUNITY PROJECT SPONSORSHIP PROGRAM  
REIMBURSEMENT REQUEST FORM**

Mail Reimbursement Request To:  
County of Inyo  
Community Project Sponsorship Program  
P. O. Drawer N  
Independence, CA 93526

Total Requested \$ 2,500.00  
Mid Project Request   
(list relevant invoices)  
Final Payment Request   
(if yes, complete all sections  
below)

Grant Recipient Name DEATH VALLEY CHAMBER OF COMMERCE

Project Name VISITOR GUIDE

| EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED) |                      |                                  |                |
|--|----------------------|----------------------------------|----------------|
| INVOICE DATE   | VENDOR NAME          | DESCRIPTION OF SERVICES RENDERED | INVOICE AMOUNT |
| 05/27/2016   | GOLDEN GATE MEDIA    | SUPPLEMENTARY PRINT RUN          | \$ 4,000.00    |
| 06/15/2016   | DEATH VALLEY CHAMBER | ADMINISTRATIVE STAFF HOURS       | \$ 1,000.00    |
|  |                      |                                  |                |
|  |                      |                                  |                |
|  |                      |                                  |                |
|  |                      |                                  |                |
|  |                      |                                  |                |
|  |                      |                                  |                |

Invoice Total \$ 5,000.00  
Total Reimbursement requested (if different) \$ 2,500.00

**CHECK LIST FOR FINAL REIMBURSEMENT**

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity  Date Project/Event Completed 06/15/2016

Final Report to the Board of Supervisors  
Oral Report  Report of Eligible Staff Costs   
Written Report

Documentation of All Eligible Expenses

I certify that all expenditures associated with this reimbursement request are consistent with the grant agreement between the Grant Recipient named above and the County of Inyo

Susan R. Dennett ADMINISTRATOR 7/30/2016  
Signature of Representative Title Date

## **Supervisors Report**

### Visitor Guide

The 2016 Death Valley Visitor Guide was one of the best, if not THE very best, to date. With Mother Nature's unrivaled production of a magnificent "superbloom" as our vibrant backdrop, there was, without a doubt, no shortage of first class photographic subjects. An interview with Death Valley National Park Superintendent, Mike Reynolds; a profile of the mysterious Amargosa River Basin; visits to Dante's View, Bullfrog, and Skidoo; and mining era legends stippled with a colorful cast of characters like Shorty Harris and Hooch Simpson confirm that our beloved Death Valley is, indeed, a land of superlatives.

We are heartened by the growing number of repeat advertisers throughout Inyo County as well as in gateway communities like Ridgecrest, Kern River Valley, Mammoth Lakes, and Baker, California. We are also encouraged by increased participation from Beatty, Tonopah, Goldfield, and Pahrump, Nevada. The dependable quality of this popular magazine continues to capture public attention and draw new advertiser participation in all markets. This has permitted publisher, David Orozco & Golden Gate Media, to annually introduce additional pages of text and photographic content as advertising revenues have continued to slowly and steadily increase over the term of this project.

The visual appeal of this publication is embedded in large part in the Chamber's ongoing commitment to the glossy format used to showcase the natural beauty found throughout Southern Inyo County and within the boundaries of Death Valley National Park. The abiding partnership forged between the Park and neighboring gateway communities as a result of mutual contribution to this quality promotion piece is strong.

The multitude of people who request copies of the Guide directly from the Chamber, obtain a copy at a fair, tourism convention, trade show, or participating regional businesses continues to increase every year, always exceeding the projection of staff. The burgeoning trend of visitors accessing the Death Valley Chamber of Commerce website specifically to download digital copies of the Death Valley Visitor Guide allows us to predict that we will continue to realize additional annual savings in postage costs.

The Death Valley Chamber is sincerely grateful for the opportunity afforded to us by the CPSP grant program. Without financial support in the form of a CPSP grant award, our visitor outreach efforts would be severely limited, if not impossible. In particular, we would like to thank Jon Klusmire, the panel of judges, and the Board of Supervisors for the championship of projects and events of merit throughout all districts in Inyo County.

A VISITOR'S GUIDE TO  
**DEATH VALLEY**

2016 EDITION



Death Valley  
Chamber of Commerce



*The Other Side of California*  
DEATH VALLEY AND THE EASTERN SIERRA





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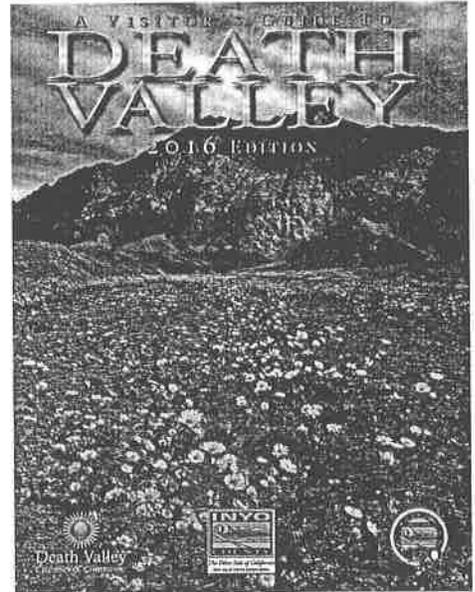
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## OUR COVER

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Death Valley Wild Flowers  
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## Death Valley

Chamber of Commerce

PO Box 15

Tecopa, CA 92389

888.600.1844

deathvalleychamber@gmail.com

www.deathvalleychamber.org



*The Death Valley Chamber of Commerce wishes to thank the County of Inyo for their financial support of the "Visitor's Guide to Death Valley"*

### MEMBERSHIP ROSTER

AdventureCORPS Inc.  
Alpine Signs  
Amargosa Conservancy  
Beatty Museum  
Boulder Creek RV Resort  
C.R. Briggs Corporation  
China Ranch Dates Inc.  
Clinica Sierra Vista-Death Valley Health Center  
Death Valley '49ers  
Death Valley Conservancy  
Death Valley National Park  
Death Valley Natural History Association

Death Valley Unified School District  
Delights Hot Springs Resort  
Furnace Creek Resorts  
Greg and Cindy James  
Interagency Visitor Center  
Joshua Tree Chamber  
Law Office of Douglas Buchanan  
Longstreet Inn & Casino  
Mary Roper  
Matt Kingsley, 5th District Supervisor  
Maturango Museum

Fine Art of Nancy Good  
Rich & Kathy White  
Ridgecrest Area Convention & Visitors Bureau  
Kiltman Adventures  
Shoshone Museum  
Shoshone Propane  
Shoshone Village  
Sierra Life Flight  
Southern California Edison  
Southern Inyo Fire Protection District  
Tecopa Hot Springs Massage  
Tonopah & Tidewater Railroad Museum

Published Annually by GOLDEN GATE MEDIA GROUP  
(310) 872-7395

Editorial: David Woodruff. Advertising Sales: David Carrillo, (909) 224-8167, davidcarrillo@verizon.net. The information in this directory was carefully compiled to insure maximum accuracy. The Death Valley Chamber of Commerce and Golden Gate Media Group cannot and do not guarantee the correctness of all information furnished them, nor the complete absence of errors or omissions, hence, no responsibility for the same can be, nor is, assumed. Reproduction of any material from this publication is strictly forbidden without written permission from the publisher.

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### Government Agencies:

County of Inyo  
(760) 878-0366

Bureau of Land Management (BLM)  
(760) 872-4881

Death Valley National Park  
(760) 786-3200

Eastern Sierra Inter-agency Visitors Center  
(760) 876-6222



**COUNTY OF INYO  
COMMUNITY PROJECT SPONSORSHIP PROGRAM  
REIMBURSEMENT REQUEST FORM**

Mail Reimbursement Request To:  
County of Inyo  
Community Project Sponsorship Program  
P. O. Drawer N  
Independence, CA 93526

Total Requested 2,750.00  
Mid Project Request  *balanced*  
(list relevant invoices)  
Final Payment Request   
(if yes, complete all sections  
below)

Grant Recipient Name Shoshone Museum Association

Project Name Promotion of SE Inyo County Area Culture

**EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)**

| INVOICE DATE | VENDOR NAME                | DESCRIPTION OF SERVICES RENDERED | INVOICE AMOUNT |
|--------------|----------------------------|----------------------------------|----------------|
| 6/8/16       | D2 Design                  | SE INYO Brochure Design & Print  | 2,810          |
| 5/26/16      | Royal Printings            | SMA Summer 2016 Newsletter       | 537.67         |
| 5/23/16      | USPS                       | Stamps for mailing Newsletter    | 47.00          |
| 4/5/16       | Mary King                  | Workshop Supplies                | 235.99         |
| 2/15/16      | Death Valley Internet Cafe | Workshop Lunch                   | 450.00         |
| 6/12/16      | USPS                       | Postage                          | 47.00          |
| 4/18/16      | Mary King                  | Supplies Lunch                   | 23.54          |
| 5/12/16      | Mary King                  | Supplies Office                  | 184.19         |
| 3/8/16       | Arthur Messer              | Supplies Office                  | 44.79          |

12/18/15 - 6/20/16 staff hours 1180.80  
Invoice Total 5,660.98  
Total Reimbursement requested (if different) 5,500.00  
*5/20/16 received* - 2,750.00  
2,750.00

**CHECK LIST FOR FINAL REIMBURSEMENT**

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity  Date Project/Event Completed 6/20/16

Final Report to the Board of Supervisors  
Oral Report  Report of Eligible Staff Costs   
Written Report

Documentation of All Eligible Expenses

I certify that all expenditures associated with this reimbursement request are consistent with the grant agreement between the Grant Recipient named above and the County of Inyo

Signature of Representative [Signature] Title BOD Date 8/29/16

Shoshone Museum Association  
P.O. Box 38  
Shoshone, CA 92384  
760 852 4524

August 29, 2016

Dear Board of Supervisors,

Thank you for the CPSP grant award of \$5,500 to the Shoshone Museum Association for our application to promote Southeast Inyo Arts and Culture.

With these funds we were able to enrich an already planned art and literature workshop titled Desert Reflections, Studies in Art and Literature. Which was given following the annual Sierra Club Desert Committee meeting in Shoshone of February 2016. The program was well attended and so much fun, people who signed for the morning part stayed for the afternoon. Painter, David Ohlerking and Artist Donna Yarrell led the morning arts painting with ballerina Jenna McClintock modeling. George Ross Native and local historian shared his experience with native plants before lunch. Ruth Nolan and Craig Deutsche, led the afternoon, "Writing your Inner Desert. A not your average box lunch was provided by the Death Valley Internet cafe. More than 150 volunteer hours by our instructors and other community members helped make this event and related exhibit at the Museum a success. In addition the event inspired at least \$250 dollars donation to the Museum.

The grant was also used to produce a SE Inyo Arts and Culture Trail map that was professionally designed by a local graphic design firm. The Shoshone Museum is a cultural center for our communities. We achieved our goal with this funding, which was to enhance what we already do by improving the quality of our offerings, to reach an even wider audience and to create a new cultural trail map that helped us strengthen the ties between our local communities, encouraging visitors, including the greater Las Vegas metropolis and locals alike to explore our region more in depth. Volunteer hours contributed to this project by our staff, community and board members for the brochure totaled more than 120 hours in providing data, logistics, proofing and distribution.

Finally, funds were used to produce our Summer 2016 newsletter in color, mailed to our members and distributed throughout the our region. This project was also made possible by another 30 hours to produce and distribute.

Thank you again for the opportunity to promote and enrich our Southeast Inyo.

**Art and Literature Workshop: Studies In Composition and Style**  
Monday, February 15, 2016  
Shoshone Village Flower Building

**8:30 - 9:00 Registration**

**9:00 - 11:00 David Ohlerking, and Donna Yarrell**

Plein air painter and Shoshone Artist in Residence will share his approach to composition in drawing and painting with the assistance of local fine artist and teacher, Donna Yarrell. Participants will have an opportunity to draw and paint from life in a series of exercises designed to

**11:00 - 12:00 Dr. Elena Esparza, D.C., M.S.**

Exploration in Form, Color and Expression with Local Flora

While learning about the local flora, participants will be invited to play with your own experiences and impressions of the botanicals, to create their own personal expression in word or art. This is in an interactive practical.

**12:00 - 12:15 George Ross Native and local historlan his experience with native plants.**

**12:15 - 1:00 Lunch Provide by Chefs Eric Scott and Robert Surdell  
Death Valley Internet Cafe in Tecopa Hot Springs**

**1:00 - 4:00 Ruth Nolan, M.F.A and Craig Deutsche**

Writing Your Inner Desert a series of Desert Prompts and Shares inspired by excerpts of desert writing by established writers such as Edward Abbey and Mary Austin. The last hour will focus on Desert Art Viewing and prompts.



Sponsored by Shoshone Museum Association, Shoshone Village, Tecopa Artist Group, Tecopa Hot Springs Resort, College of the Desert, Stacy Gloss, and Inyo County

## Lodging & RV Parks



### 24 Cynthia's

Cynthia's is a collection of lodging options located in a remote part of the California Mojave Desert near Death Valley National Park. Yet it is just 90 minutes from Las Vegas and 3 hours from downtown Los Angeles. It is without cell phone connection, high speed internet, cable, stress, social pressures. It has dark night skies and perfect quiet. It is a place where we make room for wildlife, walk on the O & Spanish Trail, follow ancient Indian footprints, hike to a water fall on a rare protected desert river.

### 25 Delights Hot Springs Resort

Hidden in the seldom explored reaches of the Mojave Desert lies a desert oasis world renowned for its peaceful atmosphere and therapeutic mineral water. The Delights Hot Springs Resort in California hot springs are widely considered to be one of the highest quality hot springs in the United States, with a reputation built from word of mouth testimonials received from travelers far well over a century. Massages available on site September through May.

368 Tecopa Hot Springs Road, Tecopa, CA, 760-852-4343, delightshotspringsresort.com

### 26 Furnace Creek Resort

The Furnace Creek Resort is located in a high gorge surrounded by the well-tended desert of Death Valley National Park, California. This is one resort with two hotels - two historic, one shimmery, 66 room Ranch at Furnace Creek, and the more family oriented, 224 room Ranch at Furnace Creek. The Ranch also offers 24 full hookup RV plus back-to-back 50 foot, 50 amp sites. These water, sewer and 30 amp and 50 amp electrical hookups operated laundry, tennis courts, shuffleboard, volleyball, bocce ball and basketball court. The RV park is also located close to the restaurants of Furnace Creek Ranch including the 48er Cafe, Cakes & Creamery and The Wrangler Steakhouse, as well as the General Store.

This resort consists of an 18-hole golf course (the world's lowest course at 2,144 feet below sea level), four restaurants, a saloon, croquet/paige, retail outlets, a Boxer Museum, spring fed swimming pools, tennis courts, horseback riding, horsedrawn carriage rides, a children's playground, massage therapy, a 3,000 foot airstrip, a service station and conference and banquet facilities for 10 - 120. (Some services are available only on a seasonal basis.)

### 27 Shoshone Inn

Since the early 1960s, Shoshone Village has been a base camp for visitors exploring the Death Valley National Park. Shoshone Inn offers old west hospitality in a contemporary setting featuring sweetener rooms complete with free high speed WiFi.

Five rooms have kitchens for extended stays in addition to a bungalow called the "Whitefire" named by Leif Nibble, a famous Death Valley geologist.

The Whitefire has a full kitchen, living room and an inviting outdoor area which is a great venue for meetings and groups.

The Shoshone Inn is conveniently located in the heart of Shoshone Village only a short stroll from the Crowbar Cafe and Saloon, the Charles Brown General Store, and the Shoshone Museum. Lodging in Death Valley has never been more convenient.

### 28 Shoshone RV Park, Pupfish Habitat & Birding Trails

Shoshone RV Park is a Good Sam park located at the north end of the Village next to the natural warm spring pool and nature trails. There are 25 full hookup sites and many camp sites under the open sky or sheltered by trees. The facilities include a boardwalk, restrooms, showers, library, community room and a fireplace. There is also access to a fresh warm spring pool. The park also has access to the Shoshone Village state of the art water system that provides pure filtered spring water. We offer free WiFi to all our RV park and campground guests.

### 29 Stove Pipe Walls

Stovepipe Walls Village is located in Death Valley National Park, a fully wooded area for easy access to the trail. The Village, with its unique hotel, Death Valley Restaurant and Western saloon, has been at the end of the trail for over a century since 1916. After hiking around the badlands, sand dunes and craters, Stovepipe Walls is a great place to rest and enjoy the view.



### 30 Tecopa Campground & Pools

The park features a campground with restroom facilities, showers, two bathtubs with separate enclosed men's and women's hot mineral pools, a small private pool, play equipment and a community center. Rock bands will enjoy cooking for amateurs, camp use and full hookups in the nearby area. There are more than 100 camping spots. Some electric hookups are available.

Tecopa, CA, 760-852-4377, tecopahotspringscampground.com

### 31 Tecopa Hot Springs Resort

Are you ready for your own spa? At Tecopa Hot Springs Resort, you can enjoy the natural hot springs water in the comfort of your own home. The resort features a full-service spa, a hot mineral pool, a community center, a rock band, and a full-service restaurant. The resort is located in the heart of the Mojave Desert, just 90 minutes from Las Vegas and 3 hours from downtown Los Angeles.

Tecopa 165 Springs Rd, Tecopa, CA, 760-852-4343, tecopahotspringsresort.com

### 32 Tecopa Palms RV Park

The park has approximately 25 RV camp spots, restrooms, and a recreation hall with satellite TV. The park has its own hot springs with private baths. Most camp spots are level with full hookups.

155 Hot Springs Rd., Tecopa, CA, 760-852-4347

## Health & Wellness



### 33 Death Valley Health Center

Death Valley Health Center is the only health center in Southeast Inyo County, California. It is part of the Clinco Sierra Vista network, and it operates year-round. It primarily serves the rural population in Shoshone and surrounding areas.

Hwy. 127, Shoshone, CA, 760-852-4383, clinicosierraista.org

### 34 Hand Zone Body Work

"HandZone Bodywork" offers therapeutic massage, finding the source of the discomfort rather than providing a quick "Band-Aid" fix. With more than 2500 hours of training, we specialize in deep tissue massage and Injury Pain Therapy. Enjoy your soak in our hot mineral springs water, relax and get the job done at the same time!

zonebodywork@gmail.com; 760-852-4420; tecopahotsprings.org

### 35 Tecopa Hot Springs Massage

One of Tecopa's star attractions for over 15 years, Master Bodyworker Karin Pine of Tecopa Hot Springs Massage specializes in helping challenging structural issues, aches and pains as well as providing more ordinary body massages and travel fatigue. Consistently reviewed with 5 out of 5 stars, her "Undoing Birthwork" is much more than a massage; she finds exactly "where it hurts" - and fixes it, gently and comfortably, frequently with lasting or permanent relief. Appointments recommended.

11 Elias Road, Tecopa, CA, 760-852-4478; tecopahotspringsmassage.com

## Shopping



### 36 Charles Brown General Store & Gas Station

The Charles Brown General Store and Gift Shop is the perfect base camp stop for those exploring the Amargosa and Death Valley and also for local residents alike. The store offers provisions, specialty goods, groceries, supplies, exquisite Native American jewelry, gifts, gasoline, diesel, propane, lotto tickets and much more for the visitor.

760-852-4224; shoshonevillage.com

### 37 Tecopa Trading Post

Imagine, if you will, an old west trading post and campground store filled to the rafters with wares intended to meet the needs of a community and its guests. As you walk in the door of our humble store, it's as though you've stepped from a desert marketplace straight into a 19th-century town. We offer a wide range of changes, and every color in between available for further inside. Diversity, we know in

## Public Services

### 38 St. Therese Mission

The St. Therese Mission, located along the Old Spanish Trail in Inyo County, California, is a place of celebration and reflection for modern-day pilgrims. Aside from Catholic Sunday Mass for the St. Therese Mission chapel, the Mission hosts festivals, weddings, activities for all ages.

stthereseMission.com; 702-507-4172; info@stthereseMission.com

### 39 Southern Inyo Fire Protection District

Southern Inyo Fire Protection District was created by the rural folks that live here, with their own tax dollars. We provide fire protection and EMS Services to 370 square miles of Inyo County. A small professional, dedicated, the wild and amazing Mojave and Colorado Desert waters. It's big, it's beautiful, it's vast. Car and online maps don't always match reality. Check several sources before you travel, be prepared and please travel safe!

760-852-4130

### 40 Tecopa Library

The Tecopa Library is affiliated with the Inyo County Free Library. It features the online catalog, a host of e-books, and it includes a portion of the wide array of books available to you in the Inyo County Free Library. Please contribute to our volunteer fire department including our rotating books and other projects. 400 Stephen West Springs Rd., Tecopa, CA, 760-852-4377



## Inyo County is a land of magnificent natural diversity.

Mount Whitney is the highest peak in the lower 48 states. Death Valley is the lowest point in the U.S., and the Great Basin bristlecone pines are the oldest life forms in the world. Beyond this, experts agree that Inyo County has excellent trout fishing, hiking in the Sierra, and magnificent vistas. In addition, Inyo County offers the best alpine climbing, spring backcountry skiing, hang gliding, horsepacking and mountain biking in the world!

The County offers a full spectrum of adventure and involvement from the absolute stillness and peace of the desert, through the meadows blanketed with wildflowers, over the rushing mountain streams of the forest, to the wind whipped granite peaks. There is nowhere one can turn without seeing nature's striking beauty. One can experience this unforgettable grandeur from the comfort of one's car, on foot or on horseback.

The granite peaks of the High Sierra have been sculpted by glaciers, wind and weather into some of nature's most glorious works of art. The John Muir Wilderness has remained virtually unchanged for thousands of years. Our county is dotted with historic towns providing professional services and the equipment one will need for ones excursions, whether it's backpacking, fishing, horsepacking, skiing, climbing, biking, photography, or just sightseeing.

## Check our website for events celebrating 150 years!

theothersideofcalifornia.com

# Arts & Culture

Southern Inyo County, Calif

Art & Museums

Farms

History & Culture

Dining & Retirement

Lodging & RV Parks

Health & Wellness

Shopping

Public Services

# Art & Museums

**13 Moon's Project**  
Along Hwy 91, off grid, simple living, with earth bag construction, the walls, revamped old trailers and whatever people create with their earth bags, also beginning a tiny garden!

**14 Beauty Museum**  
Our favorite: located in the Chupadero Earthle in the Great Beauty outside of Lathrop, Nevada, a spectacular ghost town off the border of Death Valley, California, a group of prominent art artists, led by the late Albert Sakalaki, created a self-contained art situation consisting of seven outdoor sculptures that coexist not only in their scale, but in their placement within the Upper Mojave desert.  
Sculpture park is free and open to the public 24/7. We welcome you to experience it for yourself.  
or the ghost town of Rhyolite, NV: 702.487.0.9946; goldwellmuseum.org; goldwell@goldwellmuseum.org

**15 Goldwell Open Air Museum**  
located in Lathrop, Nevada, a spectacular ghost town off the border of Death Valley, California, a group of prominent art artists, led by the late Albert Sakalaki, created a self-contained art situation consisting of seven outdoor sculptures that coexist not only in their scale, but in their placement within the Upper Mojave desert.  
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**16 China Ranch Dairy Farm**  
Chloe March is a partly owned and operated family farm. It is a 100-acre dairy farm with 100 cows and 100 chickens. The farm is located in the heart of the Nevada desert, just north of the California-Nevada border. The farm is a family business and has been in the March family for over 100 years. The farm is a family business and has been in the March family for over 100 years. The farm is a family business and has been in the March family for over 100 years.

**17 Eco Farm**  
The Eco Farm is a 100-acre farm located in the heart of the Nevada desert, just north of the California-Nevada border. The farm is a family business and has been in the March family for over 100 years. The farm is a family business and has been in the March family for over 100 years. The farm is a family business and has been in the March family for over 100 years.

**18 Death Valley National Park**  
The Death Valley National Park is a 1,300,000-acre park located in the heart of the Nevada desert, just north of the California-Nevada border. The park is a family business and has been in the March family for over 100 years. The park is a family business and has been in the March family for over 100 years. The park is a family business and has been in the March family for over 100 years.

**19 Amargosa Conservancy**  
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**21 A Modest Museum at China Ranch**  
A modest museum that includes exhibits and artifacts from early Indian sites, archeological digs, the pioneer families that were here in the early 1900's, and the mysterious Chinese man who is thought to have settled the canyon. The outdoor exhibit of rocks gives an intriguing overview of major geologic events that have shaped the Earth's history. Our museum is geared to the average visitor who may enjoy learning a bit of local history.  
760-852-4415; chinaramch.com; info@chinaramch.com

**22 Rhyolite Ghost Town**  
The birth was brought about by Sherry Harris and E. J. Cross, who were the first to settle in the town in 1904. The town was built on a hill and was known as "Sherry's Quartz" because the quartz was just full of free gold. It was the original bullfrog rock... this banner is a crackerjack-declared Sherry! Soon the rush was on and several camps were set up, including Bullfrog, the Amargosa and a settlement between them called Jumpertown. A lowmile was laid out nearby and given the name Rhyolite from the stearch volcanic rock in the area.  
Today you can find several remnants of Rhyolite's glory days. Some of the walls of the 3 story bank building are still standing, as is part of the old jail. The train depot (privately owned) is one of the few complete buildings left in the town, as is the Bottle House which was restored by facemart pictures in January, 1935.  
760-786-3200

**23 Shoshone Museum & Visitor Center**  
Presenting the history of the Southern Amargosa Valley. We are located in downtown Shoshone next to the Crowbar Café near the southern entrance to Death Valley. It is housed in a 1905 building moved several times before finding a permanent home in Shoshone.  
Featured exhibit is a mammoth skeleton found near Shoshone. Other exhibits include: The 1871 railroad. When the desert went dry, Death Valley women and early geologists. There is also an extensive collection of local minerals. Admission is Free. The gift shop offers for sale a large selection of books about Death Valley and vicinity, geology, local history, and much more!  
CA-117, Shoshone, CA: 760-852-4524; shoshonemuseum@gmail.com

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**29 Tecopa Artist Group Gallery at Tecopa Hot Springs Resort**  
Tecopa Artist Group (TAG) is an eclectic collective of working artists in and around the Tecopa Hot Springs Resort, CA. TAG members (near and far) provide opportunities for artistic growth to all the members (near and far) and to the community at large. TAG members (near and far) provide opportunities for artistic growth to all the members (near and far) and to the community at large. TAG members (near and far) provide opportunities for artistic growth to all the members (near and far) and to the community at large.

**30 Villa Anita Art Studio**  
Unless anything can't be seen, Villa Anita in Death Valley is a visible reminder of the town's past. The studio was built in 1904, and is a fine example of early 20th-century architecture. The studio was built in 1904, and is a fine example of early 20th-century architecture. The studio was built in 1904, and is a fine example of early 20th-century architecture. The studio was built in 1904, and is a fine example of early 20th-century architecture.

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**45 Shoshone Education and Research (SHEAR) Center**  
We are a non-profit organization dedicated to facilitating field by and research visits to the Death Valley region. We offer interpretive programs for students and faculty in the fields of geology, biology, and anthropology. SHEAR is a non-profit organization dedicated to facilitating field by and research visits to the Death Valley region. We offer interpretive programs for students and faculty in the fields of geology, biology, and anthropology.

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**47 Torrance Ranch Preserve**  
The Torrance Ranch Preserve was acquired by The Nature Conservancy in 1999 and is the Conservancy's first restoration project in the Death Valley. The goal of restoration of this area is to create a functioning ecosystem in an area that had been affected by over 100 years of human activity. The restoration project is a family business and has been in the March family for over 100 years. The restoration project is a family business and has been in the March family for over 100 years. The restoration project is a family business and has been in the March family for over 100 years.

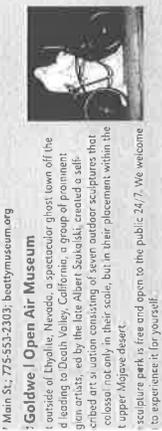
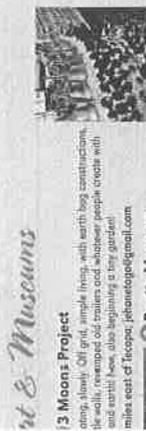
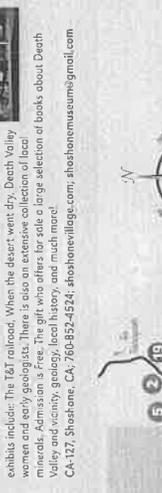
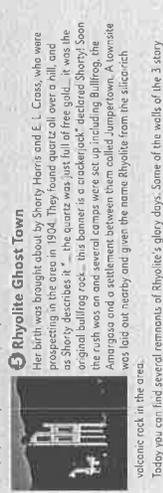
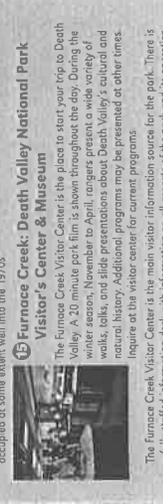
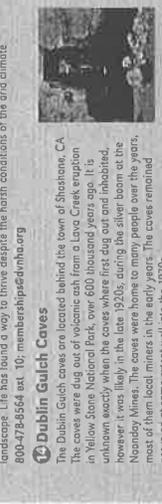
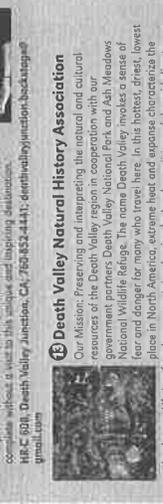
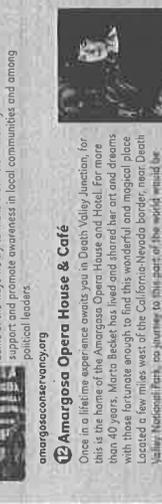
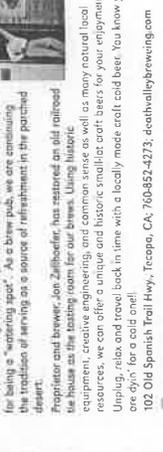
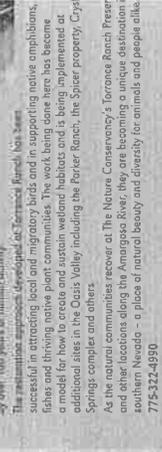
**48 Torrance Ranch Preserve**  
The Torrance Ranch Preserve was acquired by The Nature Conservancy in 1999 and is the Conservancy's first restoration project in the Death Valley. The goal of restoration of this area is to create a functioning ecosystem in an area that had been affected by over 100 years of human activity. The restoration project is a family business and has been in the March family for over 100 years. The restoration project is a family business and has been in the March family for over 100 years. The restoration project is a family business and has been in the March family for over 100 years.

**49 Crowbar Café**  
The Crowbar Café and Saloon is located in the heart of Shoshone Village. The restaurant was built in the 1930's and still serves honoree cuisine in a traditional western atmosphere. The restaurant is a family business and has been in the March family for over 100 years. The restaurant is a family business and has been in the March family for over 100 years. The restaurant is a family business and has been in the March family for over 100 years.

**50 Death Valley Brewery**  
Eastern Inyo County's only brew pub is nestled in the downtown of historic mining town, Tecopa. Historically, the area was noted for being a "watering spot". As a brew pub, we are continuing the tradition of serving as a source of refreshment in the parched desert. Proprietor and brewer, Jon Zillboerger, has restored an old railroad building as the tasting room for our brews. Using historic equipment, creative engineering, and a lot of hard work, we offer a unique and historic smelted craft beers for your enjoyment. Enjoying, ribs, and rock in time with a locally made craft beer. You know you're in a good one!  
102 Old Spanish Trail Hwy, Tecopa, CA: 760-852-4273; deathvalleybrewing.com  
Under new management. Opening summer 2016.

**51 The Café at Delights**  
102 Old Spanish Trail Hwy, Tecopa, CA: 760-852-4273; deathvalleybrewing.com  
Under new management. Opening summer 2016.

**52 The Bistro at Tecopa Hot Springs Resort**  
New American Cuisine at Tecopa Hot Springs Resort, Chad Ryan  
760-852-4343





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

|   |
|---|
| For Clerk's Use Only:<br><b>AGENDA NUMBER</b> |
| 11  |

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

**FROM:** Administration-Purchasing,  
by Emma Bills, Assistant Purchasing Agent

**FOR THE BOARD MEETING OF:** September 13, 2016

**SUBJECT:** Award of Bid No. 2016-02 HP Toner Cartridges for 2016-2017 FY

**DEPARTMENTAL RECOMMENDATION:**

Request Board:

- A. Award Bid No. 2016-02 HP Toner Cartridges for FY 2016-2017 to Beyond Technology, with the option to renew a second or third year.
- B. Authorize purchase orders that exceed \$10,000 to be issued to Beyond Technology for the FY 2016-2017 from the Purchasing Revolving Budget in amount not to exceed \$35,000.

**SUMMARY DISCUSSION:**

Bid packets were mailed to multiple agencies and the bid was advertised as required by law. A number of bids were received. Following is a recap of the eight *qualified* bids received: (please note that listed amounts do not include sales tax)

| <u>VENDOR</u>           | <u>AMOUNT BID</u> |
|-------------------------|-------------------|
| Beyond Technology       | \$7891.11         |
| CVR                     | \$7978.00         |
| Laserlink               | \$8389.00         |
| DBSP                    | \$8872.59         |
| The Tree House          | \$9173.10         |
| RE Business Solutions   | \$9384.00         |
| Big Red Print Solutions | \$9508.14         |
| Office Depot            | \$10,899.47       |

It is recommended that Beyond Technology be awarded the contract.

**ALTERNATIVES:**

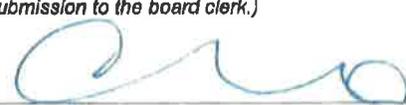
Your Board could choose not to award this bid, or authorize the approval of purchase orders, but this alternative is not recommended. The Purchasing Department through competitive process has obtained the best prices available.

**OTHER AGENCY INVOLVEMENT:**

The departments submitted a list of HP Toner Cartridges used by their department.

**FINANCING:**

Traditionally, County departments have included the cost for all office supplies, including HP Toner Cartridges in the appropriations in their budgets.

| <b><u>APPROVALS</u></b>    |   |
|----------------------------|---|
| <b>COUNTY COUNSEL:</b>     | <p>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.)</p> <p> Approved: <u>yes</u> Date <u>9/7/16</u></p> |
| <b>AUDITOR/CONTROLLER:</b> | <p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</p> <p> Approved: <u>egs</u> Date <u>9/7/2016</u></p>                            |
| <b>PERSONNEL DIRECTOR:</b> | <p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p>N/A Approved: _____ Date _____</p>  |

**DEPARTMENT HEAD SIGNATURE:**

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



Date 09-06-2015



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

|   |
|---|
| For Clerk's Use Only:<br><b>AGENDA NUMBER</b> |
| 12  |

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

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** September 13, 2016

**SUBJECT:** Contract between County of Inyo and Dwayne's Friendly Pharmacy

**DEPARTMENTAL RECOMMENDATION:**

Request that your Board approve the contract between the County of Inyo and Dwayne's Friendly Pharmacy for provision of pharmaceutical services in an amount not to exceed \$650,000.00 for the period of October 1, 2016 to June 30, 2021, contingent upon the adoption of future budgets; and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

As the providers of health care to the Inyo County Jail, the Public Health division is responsible for assuring the medications are available to the inmate population as directed by medical needs. The developed system has been well integrated into procedures of both facilities and there have been minimal medication problems.

This contract is a result of a competitive process that solicited Request for Proposals (RFP) from interested and qualified agencies. Dwayne's Friendly Pharmacy was the sole respondent to the RFP and met the criteria established for providing pharmaceutical services to Inyo County. Dwayne's has been working effectively with Health and Human Services staff both in our Public Health and Mental Health divisions to provide pharmaceutical services for the past several years.

The term of this contract begins October 1, 2016 because an extension of the current pharmaceutical contract through September 30, 2016 was approved by your Board on June 28, 2016 to allow time to complete the RFP process.

**ALTERNATIVES:**

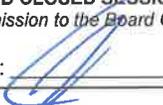
Purchase medications on a case by case basis which would be extremely costly and would require a restructure of the custody delivery system.

**OTHER AGENCY INVOLVEMENT:**

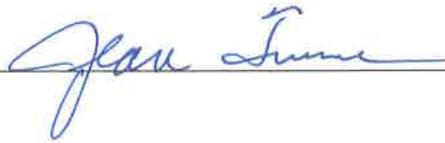
Inyo County Probation Department, Inyo County Sheriff's Department and Inyo County HHS Behavioral Health Division.

**FINANCING:**

Health and Mental Health Realignment dollars. This expense will be budgeted in the Health budget (045100), in Professional Services (5265) and in the Mental Health budget (045200), in Support & Care (5501)

| <b><u>APPROVALS</u></b>    |   |
|----------------------------|---|
| <b>COUNTY COUNSEL:</b>     | <b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i><br>Approved:  Date: <u>07/27/2016</u> |
| <b>AUDITOR/CONTROLLER:</b> | <b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i><br> Approved: <u>yes</u> Date: <u>8/1/2016</u>                      |
| <b>PERSONNEL DIRECTOR:</b> | <b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i><br> Approved: <u>J</u> Date: <u>8/1/16</u>                       |
| <b>BUDGET OFFICER:</b>     | <b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i><br>Approved: _____ Date: _____   |

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



Date: 9-2-16

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Dwayne's Friendly Pharmacy**  
**FOR THE PROVISION OF Pharmaceutical SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the pharmaceutical \_\_\_\_\_ services of Dwayne's Friendly Pharmacy of Bishop (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from October 1, 2016 to June 30, 2021 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$650,000. (six hundred fifty thousand dollars) \_\_\_\_\_ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

**4. WORK SCHEDULE.**

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

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

#### **7. COUNTY PROPERTY.**

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

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

#### **8. WORKERS' COMPENSATION.**

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

#### **9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

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

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

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

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

**11. DEFENSE AND INDEMNIFICATION.**

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

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

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

**12. RECORDS AND AUDIT.**

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

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

**13. NONDISCRIMINATION.**

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

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

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

|                           |                |
|---------------------------|----------------|
| County of Inyo            |                |
| Health and Human Services | Department     |
| P.O. Drawer H             | Street         |
| Independence, CA 93526    | City and State |

|                            |                |
|----------------------------|----------------|
| Contractor:                |                |
| Dwayne's Friendly Pharmacy | Name           |
| 644 W. Line St.            | Street         |
| Bishop, CA 93514           | City and State |

**25. ENTIRE AGREEMENT.**

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

////

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AGREEMENT BETWEEN COUNTY OF INYO

AND Dwayne's Friendly Pharmacy  
FOR THE PROVISION OF Pharmaceutical SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: \_\_\_\_\_

By: Dwayne N. Wilson  
Signature

Dated: \_\_\_\_\_

DWAYNE N. WILSON  
Print or Type Name

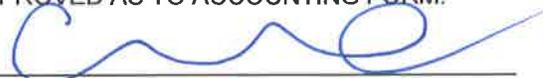
Dated: 7/15/16

APPROVED AS TO FORM AND LEGALITY:

County Counsel

  
\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_

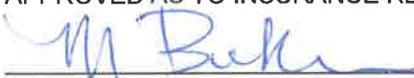
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
\_\_\_\_\_

County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**  
Dwayne's Friendly Pharmacy

AND \_\_\_\_\_  
Pharmaceutical

FOR THE PROVISION OF \_\_\_\_\_ SERVICES

**TERM:**

FROM: October 1, 2016 TO: June 30, 2021

**SCOPE OF WORK:**

CONTRACTOR shall:

- (1) Provide pharmaceutical services to Inyo County for patients in custody at the Inyo County Jail and Juvenile Facilities.
- (2) Provide annual inspections of the Inyo County Jail and Juvenile Facilities.
- (3) Monitor all patient medications for proper dosage, potential side effects, contraindicated medications and possible drug interactions.
- (4) Record patient allergies or drug sensitivities and properly monitor these records to ensure patient safety.
- (5) Insure the delivery system considers custody security issues.
- (6) Ensure proper conformance to all State, Federal, and local laws and mandates.
- (7) Follow the established procedure for providing weekly medications (week period starts Thursday to the following Wednesday):
  - a) The weekly request for the Inyo County Jail and Juvenile Facility will be submitted to the pharmacy via FAX, every Monday by 2:00 pm. The original written physician's medication order will be maintained in the inmate's chart.
  - b) The pharmacy shall prepare the medications and all prescriptions will be ready for pickup by Tuesday at 5:00 pm. Inyo County will be responsible for picking up medications from the pharmacy.
  - c) Each prescription shall be set up in a plastic medication dispenser identifying each day with 4 separate compartments, one compartment for each dose time, (the pharmacy will own and provide all of the medication dispensers). If an inmate is on more than 1 different medication at the same dose time, the appropriate compartment would hold the multiple medications and be placed in the designated day.
  - d) Each dispenser shall have a prescription label including the inmate name designated either printed in a larger font size from the rest of the label or in bold print. Each individual medication shall have a start and stop date designated on the label. The week period starts on a Thursday to the following Wednesday. It is the responsibility of the County to return all empty medication dispensers to the pharmacy.

Example:

|          |           |          |            |             |          |          |
|----------|-----------|----------|------------|-------------|----------|----------|
| MON MORN | TUES MORN | WED MORN | THURS MORN | FRIDAY MORN | SAT MORN | SUN MORN |
| NOON     | NOON      | NOON     | NOON       | NOON        | NOON     | NOON     |
| EVE      | EVE       | EVE      | EVE        | EVE         | EVE      | EVE      |
| BED      | BED       | BED      | BED        | BED         | BED      | BED      |

Illustration of medication dispenser

- e) For newly ordered medications needed in-between the usual ordering schedule, the County nursing staff and/or nursing contractor will contact the pharmacy via telephone and provide a telephone prescription order. The medications will be available at the start of the next working day, packaged and labeled in a medication dispenser and set up for the remainder of the week.
- f) A standard medication label will be provided to the County for each prescription with each filling of the weekly order.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**  
Dwayne's Friendly Pharmacy

**AND** \_\_\_\_\_  
Pharmceutical

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

October 1, 2016

June 30, 2021

**FROM:** \_\_\_\_\_

**TO:** \_\_\_\_\_

**SCHEDULE OF FEES:**

The COUNTY shall pay for each prescription at the wholesale price plus \$3.50 for each prescription dispensed with a maximum of \$7.00 per inmate per week. One prescription is defined as 1 week's supply of each separate medication, regardless of the number of doses per day.

The COUNTY shall pay the CONTACTOR for emergency stock medications only as they are dispensed to inmates.

The COUNTY shall pay the CONTACTOR a fee of \$1,500.00 per month for services plus the cost of medications.

The contract amount shall not exceed \$130,000 per year for a total of \$650,000 for the five-year period.

**ATTACHMENT C**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Dwayne's Friendly Pharmacy  
**FOR THE PROVISION OF** Pharmaceutical **SERVICES**

**TERM:**

**FROM:** October 1, 2016      **TO:** June 30, 2021

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 2**

### **Insurance Requirements for Professional Services**

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

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

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

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

#### **Other Insurance Provisions**

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

##### ***Additional Insured Status***

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

### ***Other Insurance Provisions***

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

#### ***Primary Coverage***

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

#### ***Notice of Cancellation***

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

#### ***Waiver of Subrogation***

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

#### ***Deductibles and Self-Insured Retentions***

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

#### ***Acceptability of Insurers***

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

#### ***Claims Made Policies***

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

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

#### ***Verification of Coverage***

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

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

**Subcontractors**

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

*Special Risks or Circumstances*

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



**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: |
| <b>AGENDA NUMBER</b>  |
| 13                    |

FROM: Public Works

FOR THE BOARD MEETING OF: September 13, 2016

SUBJECT: Bishop Airport Hangar "A" lease extension

**DEPARTMENTAL RECOMMENDATIONS:** 1). The County of Inyo Department of Public Works respectfully requests your Board consider amending the existing lease with Owens Valley Aviation, Inc. (Jim and Linda Marchio) from its current expiration date of June 30, 2019 to include an option to extend the term of the lease for another ten years through June 30, 2029. The option will be at Owens Valley Aviation, Inc's discretion, provided Owens Valley Aviation, Inc. notifies the County of its exercise of said option sixty (60) days in advance of the lease termination date in writing. The proposed extension of the lease is for Hangar "A" at the Bishop Airport and would continue all other terms and conditions of the existing lease including the annual rental fee of \$19,662. And 2). Authorize the Public Works Director to sign the Lease Agreement.

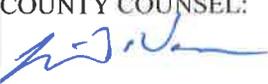
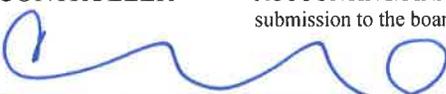
**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** Since the Lease Agreement inception date of July 6, 2009, Owens Valley Aviation, Inc./Marchio has completed capital improvements to the County owned Hangar "A" at the Bishop Airport. They have significantly increased operating efficiency during their tenure as lessees at the Bishop Airport. All previous and future improvements to the County owned facilities become the property of the County upon expiration/termination of the lease agreement.

**ALTERNATIVES:** Your Board could deny the amendment request and direct staff to renegotiate the terms of the existing lease, however this is not recommended as Owens Valley Aviation, Inc. has dramatically improved the operating efficiency of Hangar "A" at no cost to the County.

**OTHER AGENCY INVOLVEMENT:** The Office of the County Counsel, Auditor Controller and Risk Manager.

**FINANCING:** Extension of the lease will result in continued revenues in buget unit 150100, object code 4311.

| APPROVALS   |   |
|---|---|
| COUNTY COUNSEL:<br>     | 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.)<br>Approved: <u>Yes</u> Date <u>8/28/16</u> |
| AUDITOR/CONTROLLER<br> | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)<br>Approved: <u>yes</u> Date <u>8/30/2016</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.)<br>Approved: _____ Date _____   |

**DEPARTMENT HEAD SIGNATURE:**  Date: 8/31/16  
 (Not to be signed until all approvals are received)

**AMENDMENT NO. 2 TO  
COUNTY OF INYO LEASE OF HANGER A  
EASTERN SIERRA REGIONAL AIRPORT BY AND BETWEEN COUNTY OF INYO AND  
OWENS VALLEY AVIATION, INC., a California Corporation**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Owens Valley Aviation, Inc., a California Corporation (hereinafter referred to as "Lessee"), have entered into an Agreement for the Lease of a facility known as Hanger A at the Eastern Sierra Regional Airport, for the term from July 1, 2009 and continuing through and including June 30, 2019.

WHEREAS, County and Lessee 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 Lessee hereby amends such Agreement as follows:

1. SECTION 3. INITIAL TERMS AND OPTIONS

The term of the Lease will be for 10 years beginning July 1, 2009 and continuing through June 30, 2019 with an option to extend the term of the lease for another 10 years through June 30, 2029, at Lessee's discretion. Written notice of Lessee's exercise of said option must be provided to County sixty (60) days in advance of lease termination date.

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

This amendment shall be effective upon signatures of all parties.

**LESSOR**

County of Inyo

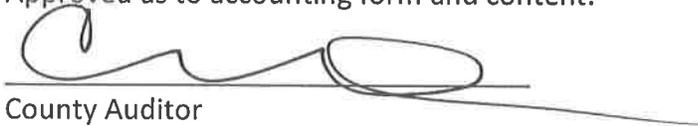
By: \_\_\_\_\_  
Clint G. Quilter  
Director, Department of Public Works

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

**LESSEE**

Owens Valley Aviation, Inc.  
A California Corporation

By:   
James Marchio, President  
Owens Valley Aviation, Inc.,  
A California Corporation

Date: 8/23/2016



**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<br>Only: |
| <b>AGENDA NUMBER</b>     |
| 14                       |

FROM: Public Works Department

FOR THE BOARD MEETING OF: September 13, 2016

SUBJECT: Approval of the Exhibit 9-B Local Agency Disadvantaged Business Enterprise (DBE) Annual Submittal Form.

**DEPARTMENTAL RECOMMENDATIONS:** The Public Works Department recommends that your Board approve the Exhibit 9-B Local Agency DBE Annual Submittal Form for the 2016/2017 Federal fiscal year, and authorize the chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** The County is required to adopt and implement a Disadvantaged Business Enterprise (DBE) program as a condition of receiving funds for all Federal-aid transportation projects. The DBE program follows the policies and format required by the California Department of Transportation (Caltrans), which oversees Federally funded transportation projects.

In order to comply with these DBE requirements, an Exhibit 9-B Local Agency DBE Annual Submittal Form must be submitted to Caltrans office of local assistance. Exhibit 9-B outlines the measures that the County must commit to in order to comply with the requirements of the DBE program. These measures include the County's contracts for Federal aid projects and designation of a DBE Liaison Officer.

Although Caltrans does not require submittal of an overall DBE goal or Annual Anticipated DBE Participation Levels (AADPL) as in previous years, the County must develop contract-specific DBE goals when advertising for contractors or consultants for Federally funded transportation project. The DBE goal for a specific contract is based on a total percentage of the dollar value of work potentially available to DBE contractors and subcontractors within Inyo County's market area. The successful bidder for the project must demonstrate that the company can meet the contract goal for the project, or submit adequate good-faith effort documentation that DBE subcontractor participation was actively solicited for the project. If this requirement is not met, the project will not be eligible for reimbursement by Federal funds. The successful bidder to whom a contract for the project is awarded must then submit records documenting the dollar value of DBE participation.

Therefore, the County is required to approve the attached Exhibit 9-B Local Agency DBE Annual Submittal Form if the County wishes to participate in Federally funded transportation projects. This formally acknowledges the County's commitment to implement the Caltrans DBE program. The agreement contains a policy statement describing the objectives of the program and outlining responsibilities for this implementation.

**ALTERNATIVES:** Your Board could choose not to approve the Exhibit 9-B Local Agency DBE Annual Submittal Form. This is not recommended because it would prevent the County from being able to participate in Federally Funded transportation projects.

**OTHER AGENCY INVOLVEMENT:** The Exhibit 9-B Local Agency DBE Annual Submittal Form has been reviewed and tentatively approved by Caltrans District 9. Caltrans will formally approve (sign) Exhibit 9-B after it has been approved by the Board.

For the Board meeting of:

Agenda Request form for Approval of DBE Annual Submittal Form.

**FINANCING:** The cost of preparing Exhibit 9-B is eligible for reimbursement with State Transportation Improvement Project Planning, Programming, and Monitoring funds. Expenditures will be paid out of Budget Unit 504605 (Transportation & Planning) Object Code 5124 for the cost of staff time to prepare Exhibit 9-B. The cost of developing the contract specific DBE goals will be reimbursed with funds allocated to the appropriate federally funded project.

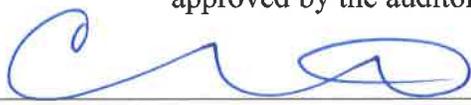
**APPROVALS**

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: Yes Date 8/29/16

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



Approved: yes Date 8/31/2016

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 8/30/16

**EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM**

TO: CALTRANS DISTRICT 9  
District Local Assistance Engineer

The information for Exhibit 9-B presented herein is in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California Department of Transportation (Caltrans) Disadvantaged Business Enterprise (DBE) Program Plan.

The City/County/Region of Inyo County  
submits our annual 9-B information for the Federal Fiscal Year 2016 /2017, beginning on October 1, 2016 and ending on September 30, 2017.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

Michael Errante, P.E.  
PO Drawer Q  
Independence, CA 93526  
760-878-0204 (office)  
760-878-2001 (fax)  
cbrownj@inyocounty.us

Planned Race-neutral Measures

Race-neutral measures include the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, if appropriate, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces.);
2. Providing technical assistance and other services;
3. Making available information on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of interested subcontractors on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors;
4. Ensuring distribution of the County's subcontractor list to the widest extent feasible to potential prime contractors;
5. Informing small businesses of Caltrans website <http://www.buildcalifornia.org> for the California Construction Contracting Program training to assist small businesses in being successful at bidding and winning Caltrans and local agency construction contracts;
6. Posting notices Inviting Bids and bid packages on the copunty website; and,
7. Posting a link to "Public Works and Road Projects Expected to Advertise Soon" on the County website.

Prompt Pay

Federal regulation 49 CFR 26.29 requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. (Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

Prompt Pay Enforcement Mechanism

49 CFR 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause with the local agency's prior written approval. **Please briefly describe the monitoring and enforcement mechanisms in place to ensure that all subcontractors, including DBEs, are promptly paid.**

1. The County’s contract documents require that each subcontract contain the same provisions as the contract between the County and the contractor;
2. The County’s contract documents contain a “Prompt Progress Payment to Subcontractors” clause:  

“A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment of subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.”
3. Prompt payment Provision No. 3 is included in its entirety in the county’s contract documents.

\_\_\_\_\_  
 (Signature)  
 Jeff Griffiths, Chairperson  
 \_\_\_\_\_  
 (Print Name and Title)  
 ADMINISTERING AGENCY  
 (Authorized Governing Body Representative)

\_\_\_\_\_  
 (Date)  
 760-878-0376  
 (Phone Number)

\_\_\_\_\_  
 (Signature of Caltrans District Local Assistance Engineer)

\_\_\_\_\_  
 (Date)

**Distribution:** (1) Original – DLAE  
 (2) Signed copy by the DLAE – Local Agency

## (Attachment)

**Prompt Payment of Withheld Funds to  
Subcontractors**

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

- Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 2:** No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 3:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

|   |
|---|
| For Clerk's Use Only:<br><b>AGENDA NUMBER</b> |
| 15  |

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

**FROM:** Alisha McMurtrie, Treasurer-Tax Collector

**FOR THE BOARD MEETING OF:** September 13, 2016

**SUBJECT:** Request Board A) declare Bid4Assets, Inc. a sole source provider of online public tax auctions; and B) approve a contract between the County of Inyo and Bid4Assets, Inc. to provide technical expertise and services to host an online tax-defaulted land auction, in an amount not to exceed Seventeen Thousand Dollars, for the period of September 16, 2016 through June 30, 2016; and C) authorize the Treasurer-Tax Collector to execute the Contract upon obtaining the appropriate signatures.

**DEPARTMENTAL RECOMMENDATION:**

Approve the request to:

- A. Sole Source Bid4Assets, Inc.;
- B. Approve Inyo County Standard Contract #155 between the County of Inyo and Bid4Assets, Inc. to provide technical expertise and the online hosting platform to conduct a tax-defaulted land auction in conjunction with the Treasurer-Tax Collector;
- C. Authorize the Treasurer-Tax Collector to sign, contingent upon obtaining the appropriate signatures and the adoption of future budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Pursuant to Section 3691 et seq of the California Revenue and Taxation Code the Tax Collector must, with the prior approval of the Board of Supervisors, periodically attempt to sell those parcels of land on which the property taxes have been delinquent for over five years if residential and three years if commercial. Such parcels are normally offered for sale at public auctions.

This office could conduct a live public auction located here in Independence, or we can outsource this portion of this process to our recommended vendor for placement on the internet. Both options have their benefits and hinderances. In order to widen our reach to as many potential bidders as possible, I recommend contracting with Bid4Assets, Inc. They have extensive experience with not only Local Governments, but State and Federal Agencies as well.

This approval will authorize the Tax Collector to conduct an internet public auction during the 2016-2017 fiscal year, at which the approved parcels will be offered for sale to the highest bidder online. Please note there will be in person bidding options available to anyone who does not have access to a computer.

In the event that any parcel does not sell, and in accordance with California Revenue and Taxation Code §3698.5(c), I respectfully request your approval to re-offer that parcel for sale, within ninety (90) days, at a reduced minimum price that the tax collector deems appropriate.

**SOLE SOURCE REQUEST FOR PROFESSIONAL SERVICES**

The Department is requesting to Sole Source Bid4Assets, Inc. for professional services that we are unable to provide. Hosting public agency tax defaulted land auctions online is a very unique niche with only two known providers. Bid4Assets currently hosts a majority of the 58 California Counties tax auctions, with the County of Inyo having been a client for the past three auctions. They have been working with California Counties, properties and laws for over

twenty years. In addition, this Department is already familiar with their data requirements, how to extract said data from our current property tax system and provide this data to the vendor.

**ALTERNATIVES:**

The Board may deny this request. Should that occur, I will move forward with conducting a live auction located here in Independence. This will impact the costs of conducting an auction. We will then require the assistance of the Sheriff's Department personnel and Building and Maintenance and an increase to the Treasurer-Tax Collector budget to provide for personnel overtime expenses.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

The 2016-2017 Treasurer-Tax Collector budget will include the cost of contracting with Bid4Assets, Inc. Costs associated with conducting an internet sale are included in any minimum bid that will be recommended for approval by your Board at a later date, and are recoverable.

| <b><u>APPROVALS</u></b>        |   |
|--------------------------------|---|
| 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.)<br><br>Approved:  Date <u>05/10/2016</u> |
| AUDITOR/CONTROLLER:            | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)<br><br>Approved:  Date <u>08/24/2016</u>                               |
| PERSONNEL DIRECTOR:<br><br>N/A | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br><br>Approved: _____ Date _____   |

**DEPARTMENT HEAD SIGNATURE:**  Date: 8/30/16  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

**AGREEMENT BETWEEN INYO COUNTY**  
**AND** BID4ASSETS, INC.  
**FOR THE PROVISION OF PROFESSIONAL SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo, a political subdivision of the State of California (hereinafter referred to as "COUNTY") may have the need for the professional services of BID4ASSETS, INC. hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to COUNTY, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by COUNTY to the Contractor to perform under this Agreement will be made by the TREASURER-TAX COLLECTOR. Requests to the Contractor for work or services to be performed under this Agreement will be based upon COUNTY'S need for such services. COUNTY makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by COUNTY under this Agreement. COUNTY by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if COUNTY should have some need for such services or work during the term of this Agreement.

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

**2. INITIAL TERM AND OPTIONS.**

The initial term of this Agreement shall be from 09/16/2016 to 06/30/2017 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From \_\_\_\_\_ through \_\_\_\_\_
- b. From \_\_\_\_\_ through \_\_\_\_\_

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

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by COUNTY to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Seventeen Thousand Dollars (hereinafter referred to as "contract limit"). COUNTY expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

#### 4. WORK SCHEDULE.

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

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

**7. COUNTY PROPERTY.**

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

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

**8. WORKERS' COMPENSATION.**

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

**9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

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

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

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

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

**11. DEFENSE AND INDEMNIFICATION.**

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

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

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

**12. RECORDS AND AUDIT.**

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

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

### **13. NONDISCRIMINATION.**

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

### **14. CANCELLATION.**

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

### **15. ASSIGNMENT.**

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

### **16. DEFAULT.**

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

### **17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

**18. CONFIDENTIALITY.**

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

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of COUNTY to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, COUNTY has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

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

|                               |                |
|-------------------------------|----------------|
| <b>INYO COUNTY :</b>          |                |
| Treasurer-Tax Collector _____ | Department     |
| P.O. Drawer 0 _____           | Address        |
| Independence, CA 93526 _____  | City and State |

|                                       |                |
|---------------------------------------|----------------|
| <b>CONTRACTOR:</b>                    |                |
| BID4ASSETS, INC. _____                | Name           |
| 8757 Georgia Avenue, Suite #520 _____ | Address        |
| Silver Spring, MD 20910 _____         | City and State |

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN INYO COUNTY**  
**AND BID4ASSETS, INC.**  
**FOR THE PROVISION OF PROFESSIONAL SERVICES**

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

**INYO COUNTY**

**CONTRACTOR**

By: \_\_\_\_\_

By: Jesse Loomis

Dated: \_\_\_\_\_

Jesse D. Loomis

Print or Type Name 7/19/16  
Dated: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

  
\_\_\_\_\_  
County Counsel

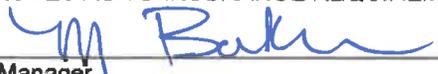
APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
\_\_\_\_\_  
Risk Manager

**ATTACHMENT A**

**AND** **AGREEMENT BETWEEN INYO COUNTY**  
**BID4ASSETS, INC.**  
**FOR THE PROVISION OF PROFESSIONAL SERVICES**

**TERM:**

**FROM:** 09/16/2016 **TO:** 06/30/2016

**SCOPE OF WORK:**

SEE EXHIBIT "A"

**ATTACHMENT B**

**AND** BID4ASSETS, INC. **AGREEMENT BETWEEN INYO COUNTY**  
**FOR THE PROVISION OF PROFESSIONAL SERVICES**

**TERM:**

**FROM:** 09/16/2016 **TO:** 06/30/2017

**SCHEDULE OF FEES:**

EXHIBIT "B"

ATTACHMENT C

AND AGREEMENT BETWEEN INYO COUNTY  
BID4ASSETS, INC.  
FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: 09/16/2016 TO: 06/30/2017

SEE ATTACHED INSURANCE PROVISIONS

## **Exhibit A: Scope of Work**

### **Web Site Advertising Services for Tax-defaulted Properties:**

Consultant to provide Web site services for the Treasurer-Tax Collector of Inyo County, California to advertise for auction of tax-defaulted properties. Advertising Web site services will include organizing, posting, hosting, and servicing advertised tax-defaulted properties (including pictures of the properties when needed) and due diligence information up to 500 properties at one time. These advertised properties will be auctioned on the Web site at the direction of the County Treasurer-Tax Collector. For the duration of each auction, advertising on the Web site will be available to the public twenty-four hours per day, seven days per week ("24/7"). In addition, Consultant will collect information from successful purchasers for use by the county in completion of deed certificates.

According to California law, the Treasurer-Tax Collector may recover the cost of advertising for tax-defaulted property auctions. Auction advertising for three to five weeks is anticipated before the auction. The auction advertising Web site will be developed and maintained to accommodate all necessary aspects of auction advertising acceptable to the County Treasurer-Tax Collector, including advertising of sale results.

Consultant shall, at the direction of the Treasurer-Tax Collector, establish parameters for auction advertising (in terms of time, minimum price, reserve price and settlement terms), develop a Web-based and traditional marketing effort, disseminate due diligence information online to potential bidders, and support the sale of tax-defaulted properties.

Consultant shall assign passwords to registered, pre-qualified bidders. The Treasurer-Tax Collector will determine which bidders are qualified and will provide that information to the Consultant.

Consultant shall send emails to registered users and bidders upon the occurrence of any of the following events: (1) auction advertising information posted online (2) auction commencement (3) bid has been received (4) bidder has been outbid. Consultant shall structure auction advertising so that bidders can bid automatically.

### **Pre-Qualification of Bidders:**

Consultant must structure the auction advertising Web site to be conducted so as to inform potential buyers of certain relevant information concerning California property tax sales and to require potential buyers to acknowledge the receipt of this information as a precondition to bidding on properties. In addition to the acknowledgments mentioned above, the auction advertising Web site may also require that potential bidders submit a qualifying deposit to the Treasurer-Tax Collector demonstrating the bidder's ability to comply with the terms of sale as a precondition to bidding on any tax sale property in exchange for a password from the Consultant enabling those bidders to make a bid. At the sole discretion of the Treasurer-Tax Collector, a qualifying deposit may be waived and other bidder qualifications may be imposed.

**Rejecting Bids:**

Consultant must structure the auction advertising Web site in a manner that permits the Treasurer-Tax Collector to reject a bid for tax-defaulted properties for any reason whatsoever.

**Withdrawing Properties:**

Consultant must structure the auction advertising Web site in a manner that permits the Treasurer-Tax Collector to withdraw single or multiple properties from the on-going auction advertising for any reason whatsoever.

**Off-line Bidding Option:**

Consultant must structure the auction advertising Web site in a manner that enables people without Internet access to bid on tax-defaulted properties via fax or letter.

**Confirmation of Successful Bid:**

Consultant will notify the successful bidder, at the direction of the Treasurer-Tax Collector, immediately after the auction. Vendor will advertise the results of each tax-defaulted property auction.

**Payment:**

Consultant must structure the auction advertising Web site so that a bidder must tender payment into the Treasurer-Tax Collector's Account within seventy-two (72) hours or three (3) business days of notification that he or she is the successful bidder. This tender will go towards the property; will offset cost of bid; or will be returned. Various means of payment will be established such as cash, credit card, cashier's check, wire transfer, or any other means as directed by the Treasurer-Tax Collector.

**Bidder's Instructions:**

Consultant must include a bidders' instruction section on the auction advertising Web site that sets forth the following information: (1) This is a "buyer beware" sale (2) All sales are where is, as is, and final (3) You must be 18 years of age to bid (4) The minimum price should be listed on the Web site; (5) Auction start date and time (6) Auction ending date and time (7) The Treasurer-Tax Collector's method of pre-qualifying buyers (8) The Treasurer-Tax Collector's right to reject bids for any reason whatsoever (9) The Treasurer-Tax Collector's right to withdraw properties for any reason whatsoever and, (10) Off-line bidding procedures.

**Seller's Instructions:**

County will provide Bid4Assets data as requested in a bulk asset upload form provided by Bid4Assets. County will provide this data at least two weeks prior to the beginning of the County's Preview period, during which interested bidders may examine the property listings and due diligence online. The County will provide supporting documents in any format available (jpeg, PDF, hyperlink etc.).

**Security:**

Consultant must provide a secure online environment to protect the confidentiality of the data exchanged. The auction advertising Web site must be hosted on a secure server, using Secured

Socket Layers. Site must provide a complete audit trail of all transactions. If Consultant chooses to deviate from these requirements, Consultant must justify the security features of its chosen system to the County.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

## Exhibit B: Optional Online Financial Services and Fees

**Compensation to Consultant.** For the initial auction, County shall pay Consultant a fixed fee in the amount of one hundred and fifty dollars (\$150.00) per property for each property that is SOLD, REDEEMED, WITHDRAWN or POSTPONED. A \$500 set up fee will be charged for listing less than 50 parcels.

Properties that were unsold or pulled from the site during the initial auction can be re-offered within 90 days in a secondary auction. County shall pay Consultant a fixed fee of one hundred dollars (\$100.00) for SOLD, REDEEMED, WITHDRAWN or POSTPONED parcels only. There is no set up fee for the re-offer sale.

### **BidDeposit and Payment Processing Services:**

Bid 4Assets will offer County efficient and effective online deposit and payment processing services that pre-qualify interested and streamline the post-sale collection process.

### **Storefront BidDeposit™:**

In order to help ensure that only qualified and authorized bidders are participating in online auctions, Bid4Assets provides counties with a Storefront BidDeposit method that requires each bidder to place a **single** deposit prior to being allowed to bid on any auction in a Storefront.

At the end of an auction, each winning bidder's Storefront BidDeposit becomes a non-refundable security deposit until complete payment has been tendered to a County.

Counties may offer bidders any combination of the following deposit methods to make a deposit:

| Method:                        | Deposit Limit | Availability    |
|--------------------------------|---------------|-----------------|
| Online Check (ACH)*            | \$5,000       | Immediate       |
| Personal or Company Check      | No limit      | 7 business days |
| Certified Check or Money Order | No limit      | 3 business days |
| Wire                           | No limit      | 2 business days |

Following an auction, all unsuccessful bidders will receive a refund of their deposit within seven (7) to ten (10) business days after the close of an auction:

Successful bidders' deposits are transferred to the County at the end of an auction. Counties receive the deposits in the form of a bank wire, accompanied by a detailed sales summary report for each winning bidder that includes their name and contact information, the parcel identifiers of the assets won, the deposit amount submitted, and the total amount due to the County. Winning bidders who do not perform on an auction forfeit their deposit(s) to the County. Transmittal of any funds from Bid4Assets to the county will incur a \$35 fee for the wire.

### **Payment Processing:**

At the County's election, Bid4Assets can provide services to collect full payment from winning bidders at the end of an auction. Bid4Assets will collect the balance due from the winning bidders, combine these funds with BidDeposits, and forward the collected funds three (3)

business days after the settlement deadline (as determined by a County) via check. A detailed report of all payments collected will accompany the settlement funds and will include the following for each winning bidder: name and contact information, parcel identifiers of these assets won, total amount due (including any documentary transfer tax or recording fees), and total amount paid.

**Fee for Bid4Assets' Online BidDeposit Service:**

County may elect to have Bid4Assets provide Storefront BidDeposit services. The fee for Storefront BidDeposit services will be paid by all winning bidders. There is no direct cost to the County for these services.

The County is requiring a pre-bid deposit in the amount of \$2,500.00.

The County elects to use:

| <b>OPTIONAL STOREFRONT BIDDEPOSIT SERVICE FEE</b>             |  |
|---|--|
| <b>Type</b>   | <b>Amount</b>                                  |
| <input checked="" type="checkbox"/> BidDeposit Per Storefront | \$35.00 per deposit paid by the winning bidder |
| <input checked="" type="checkbox"/> Payment Processing        | \$35.00 per parcel paid by the winning bidder  |

## Funds Acceptance Authorization Inyo County

Bid4Assets offers a number of methods by which bidders may submit deposit funds. Some methods of acceptance of funds are more secure than others. Bid4Assets generally recommends that wire transfers should be used as the most secure method of receiving deposit funds up until the close of business the day prior to the start of an auction.

Please authorize the funding methods to be used for the County's auction(s):

| Method:   | Deposit   | Funds Limit         |
|---|---|---------------------|
| <input type="checkbox"/> ACH Transfer                           | County defined.<br>Recommended due by 5:00 PM ET five (5) business days prior to the start of the auction | \$5,000 per account |
| <input checked="" type="checkbox"/> Wire Transfer               | Due by 5:00 PM ET two (2) business day prior to the start of the auction                                  | Unlimited           |
| <input checked="" type="checkbox"/> Certified Check/Money Order | Due by 5:00 PM ET three (3) business days prior to the start of the auction                               | Unlimited           |
| <input checked="" type="checkbox"/> Business/Personal Check     | Due by 5:00 PM ET seven (7) business days prior to the start of the auction                               | Unlimited           |

Please indicate your acceptance of the above funding methods.

\_\_\_\_\_  
Signature

Alisha McMurtrie  
\_\_\_\_\_  
Name

Treasurer-Tax Collector  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# NOTEPAD

INSURED'S NAME Bid 4 Assets

BID4A-1  
OP ID: GU

PAGE 2  
Date 07/21/2016

16-17 Chubb - Package (3583-85-15):  
Business Personal Property Limit - \$183,742  
Business Income w/ Extra Expenses - \$848,557

---

Coverage Endorsements:

- GL - Blanket Additional Insured & Primary Noncontributory (PNC)  
(Scheduled Person/Organization) (80-02-2367) 5/07
- GL - Blanket waiver - form (80-02-2000) 4/01
- WC - Waiver of Subrogation (WC 00 03 13) - The County of San Bernadino &  
its officers, employees, agents, volunteers, contractors & subcontractors  
; Merced County)

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Coverage Retention:

Professional Liability / Media Liability - \$25,000  
Cyber Liability - \$10,000



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
16

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

**FROM:** Board of Supervisors – Supervisor Pucci

**FOR THE BOARD MEETING OF:** September 13, 2016

**SUBJECT:** Appointment of Third Supervisorial District Planning Commissioner

**RECOMMENDATION:** Appoint a Planning Commissioner to represent the Third Supervisorial District.

**SUMMARY DISCUSSION:** Recently, the Third District Planning Commissioner Annette Switzer resigned from the Planning Commission. Staff solicited letters of interest to fill the vacant position. Two letters of interest were received (attached). Pursuant to Inyo County Code Section 2.40.020, appointments to the Planning Commission shall be proposed by each supervisor from the citizens residing in the District, and the Chair shall appoint the nominees with the approval of the Board. I intend to propose one of the two applicants at the September 13 meeting.

**ALTERNATIVES:** The Board could not appoint a Commissioner; this is not recommended as a vacancy currently exists, and it is necessary to fill the position to optimize the Commission's operations. The Board could also reject the applicants and direct staff to resolicit letters of interest; this is not recommended as the applicants appear qualified, and attracting qualified candidates in the past at times has been challenging.

**OTHER AGENCY INVOLVEMENT:** Planning Commission and Planning Department. Numerous other agencies are affected through the actions of the Commission.

**FINANCING:** Resources from the general fund are generally utilized to operate the Commission, although some costs are offset through fees.

| <b>APPROVALS</b>    |  |
|---------------------|--|
| 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)

A handwritten signature in cursive script, appearing to read "Jack Pucci", written over a horizontal line.

Date: 9-6-16

Attachments: Letters of Interest

Rec'd 11:57 a.m.  
08/26/16  
DE

Inyo County Board of Supervisors  
August 26, 2016

Rick Pucci asked me the other day if I'd be interested in being his nominee for the planning commission. I would.

A bit of background: I've been a resident of the Inyo County Third District for twelve years (and the second district for twelve years before that). As such I've attended numerous Board of Supervisor meetings, and spoken at quite a few on matters of concern to me.

I have a good understanding of the purpose of the planning commission and the role of a member of it. I think I would make a good commission member for many reasons. These include: I know how to be a member of a board and work cooperatively with other board members and constituents. I have been a board member of two national non-profits, the American Mountain Guides Association (two terms, 1998 - 2004) and the Professional Climbing Instructors Association (currently serving as president, board member since 2005). Both these groups are member-driven associations with over 2,000 individual members.

I am used to working in collaborative environments, and have formal training in team building and group development and in dialogue. For thirty years I have helped to provide outdoor-based team/community building programs for the American Leadership Forum, a national non-profit with three chapters in California, each of which I have worked with for many years. In the case of dialogue, any group coming together for any purpose will have a diversity of opinions. This is to be embraced and encouraged. The point of a dialogue is to suspend one's opinions and work to appreciate the diversity of views present so that a shared understanding of the situation can be achieved.

In considering this nomination I want to state that I do not have any agenda other than to serve my community to the extent that I am able. But I also should acknowledge my roots as a conservationist. That said I believe I am good at finding common ground and compromise. Solutions need to work for everyone, to the extent possible, and the rights and concerns of the minority must be respected.

I have found myself at a point in my life where I have some time to give back to the community and this seems like a way to play a small part in keeping things moving forward.

I appreciate your consideration,

Todd Vogel  
760-920-0774  
Eastside Sports, inc

**Darcy Ellis**

---

**From:** PUREMKG@aol.com  
**Sent:** Friday, August 26, 2016 12:06 PM  
**To:** Darcy Ellis .  
**Subject:** PLANNING DEPARTMENT COMMITTEE APPLICATION

**Paula Coombes  
2298 Sunrise Drive  
Bishop, CA 93514  
(760) 872-1103**

**August 26, 2015**

**Inyo County Board of Supervisors  
P.O. Box N  
Independence, CA 93526**

**Dear Inyo County Supervisors,**

**I am interested in serving on the Planning Department Committee and would like to participate in the decision-making process as a member.**

**I have been self employed since 1986 as a Manufacturer's Representative in the Electronics Industry. I worked on the West Coast in a sales position pairing original equipment manufacturers with vendors in the commercial world of printed circuit boards, printed circuit assembly and sheet metal. Since moving to Bishop in 2002, I have been working exclusively in a computer capacity with repeat customers.**

**I have lived in Inyo County for 14 years, moving from Simi Valley in 2002. I have resided in District 3 since 2012, previously living in Aspendell for 10 years. While residing there, I served on the Aspendell Mutual Water Company Board as Vice President for 4 years.**

**I would appreciate the opportunity to utilize my past gained experience in helping out the Planning Department Committee.**

**Thank you for your consideration!**

**Sincerely,**

**Paula Coombes**



**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

**FOR THE BOARD MEETING OF:** September 13, 2016

**SUBJECT:** Adoption of the Fiscal Year 2016-2017 Final Board Approved Budget

**DEPARTMENTAL RECOMMENDATION:**

Request your Board:

- A. Conduct a review and discussion of the Fiscal Year 2016-2017 Final Board Approved Budget, including but not limited to:
- 1) Those changes to the CAO Recommended Budget contained in the attached Addendum and Errata Sheet, and that were directed by your Board to be included in the Final Budget;
  - 2) Any other changes which may be made as a result of today's discussion.
- B. Adopt the Fiscal Year 2016-2017 Budget as recommended by the County Administrator, and as amended, as directed;
- C. Approve Resolution adopting the Final Budget for Fiscal Year 2016-2017.

**SUMMARY DISCUSSION:**

On September 6, 2016, your Board closed Budget Hearings for Fiscal Year 2016-2017 and directed the County Administrator to make all changes necessary to compile the Final Board Approved Budget for Fiscal Year 2016-2017. Consequently, the County Budget document contains a countywide estimated revenue total of \$87,990,124, and \$96,183,440 in projected expenditures. The amount of the General Fund portion of the County Budget is \$53,072,054 in revenues, and \$56,931,530 in expenditures. As directed during the Budget Hearings, this includes adding \$100,353 to the General Fund Contingencies budget, increasing Operating Transfers In into the Bishop Airport Operating budget by \$55,000, and making a \$50,000 contribution to the County's OPEB Trust for funding future retiree healthcare costs. General Fund Balance covers the \$3,859,476 gap between General Fund revenues and expenditures. On September 6<sup>th</sup>, the Auditor Controller certified Final Fund Balance for the year ending June 30, 2016, as \$3,859,476, which is \$205,353 more than was used to balance the Recommended Budget.

**Fiscal Year 2016-2017 Recommended Board Approved Budget for the General Fund**

The expenditure total in this recommended Final Board Approved Budget for the General Fund is \$56,931,530 which is \$205,353 higher than the CAO Recommended Budget. Revenues are \$53,072,054,

which is the CAO Recommended Budget. A summary of the General Fund is included as Attachment A. The increases in expenditures and revenues are due to the net effect of the following changes:

*Actions Directed By Your Board or Recommended By Staff during Budget Hearings – General Fund*

1. Increasing expense in the General Revenues & Expenditures budget by \$105,000 to fund a \$50,000 contribution to the County's OPEB Trust for funding future retiree healthcare costs, and funding a \$55,000 grant match for a new FAA grant.
2. Increasing expense in Contingencies budget by \$100,353.

*Actions Recommended By Staff After Budget Hearings – General Fund*

Staff has no subsequent recommendations to change revenues and expenditures in General Fund Budgets from those comprising the CAO Recommended Budget or otherwise directed by, or discussed with your Board during the Budget Hearings. However, the Addendum and Errata Sheet to the CAO Recommended Budget, presented to your Board on September 6, 2016, and updated to correct title of position in the Information Services Budget, is also attached for approval.

**Fiscal Year Recommended Board Approved Budget for Other Funds**

The expenditure total in this recommended Final Board Approved Budget for Other Funds is \$39,251,910, which is the CAO Recommended Budget. Revenues are \$34,918,070, which is \$55,000 higher than the CAO Recommended Budget. A summary of the Non-General Fund is included as Attachment B.

*Actions Directed By Your Board or Recommended By Staff During Budget Hearings – Non General Fund*

1. Increase Operating Transfers In into the Bishop Airport Operating budget to fund a grant match of \$55,000.

*Actions Recommended By Staff After Budget Hearings – Non General Fund*

Staff has no subsequent recommendations to change revenues and expenditures in Non General Fund Budgets from those comprising the CAO Recommended Budget or otherwise directed by, or discussed with your Board during the Budget Hearing.

**ALTERNATIVES:**

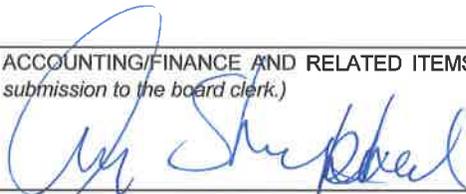
Your Board has the alternative to not approve the Budget for Fiscal Year 2016-2017, in whole or in part as recommended by the CAO and/or modify the Budget as presented and provide additional direction to staff.

**OTHER AGENCY INVOLVEMENT:**

The Fiscal Year 2016-2017 CAO Recommended Budget is currently based on direction provided by your Board and recommendations made by staff during the Budget Hearings, and developed with significant support from the Auditor-Controller, Personnel and Information Services staff, and all County departments.

**FINANCING:**

This item sets the Fiscal Year 2016-2017 countywide spending plan in a total amount of \$96,183,440. The General Fund portion totals \$56,931,530.

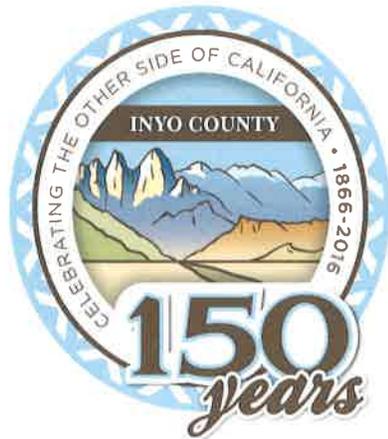
| <b>APPROVALS</b>    |  |
|---------------------|--|
| COUNTY COUNSEL:     | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)<br><br>Approved: _____ Date _____  |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)<br><br>Approved: <u>yes</u> Date <u>9/8/16</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.)<br><br>Approved: <input checked="" type="checkbox"/> Date <u>9/8/16</u> |



**DEPARTMENT HEAD SIGNATURE:**

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

Date: 9/8/16



**FISCAL YEAR 2016-2017  
RECOMMENDED BUDGET**

**ADDENDUM  
&  
ERRATA SHEET**

September 13, 2016

The following updates, corrections and changes are to be incorporated into the Fiscal Year 2016-2017 CAO Recommended Budget published on August 26, 2016.

## INTRODUCTION

PAGE 6

First paragraph at top of page 6 should read as follows:

...almost \$805,000 in the Public Defender budget to provide criminal defense legal services to the indigent, and actually adding \$184,691 in funding to juvenile probation costs (in addition to a ~~\$508,788~~ \$631,519 increase to Health and Human Services department budgets) to support the provision of expanded juvenile services. Health and Human Services costs account for \$20,804,778, or 22% of the Recommended Budget.

## AT A GLANCE

PAGE 10

Under the third checkmark/bullet, paragraph should read as follows:

- ✓ Adds approximately ~~\$883,479~~ \$816,210, including ~~five (5)~~ seven (7) new positions to fund enhanced services for County's youth (\$184,691 to Probation department budgets, and ~~\$648,788~~ \$631,519 to Health and Human Services department budgets) in accordance with the recently approved Juvenile Services Transition Plan. This is exclusive of \$140,000 included in the Grants-In-Supports budget to allow you Board of Supervisors to consider a contract or contracts for after school programs later this fall.

## PERSONNEL ACTIONS

PAGE 40

Under the third paragraph, should read as follows:

Information Services. In keeping with the Information Services restructuring and organizational mapping strategy presented in the Fiscal Year 2015-2016 Budget to attempt to address emergency staffing shortfalls and improve recruitment and retention for this essential function, the Recommended Budget supports the department's request to change its Authorized Staffing by deleting a vacant (due to retirement) ~~Network-Operations~~ Programmer Analyst position (Range 79) and adding a Senior ~~Network~~ Programmer Analyst position (Range 84). The new position will be filled through an open recruitment.

**PERSONNEL ACTIONS**

Table 8. should reflect the following change:

| Summary of Recommended Changes<br>To Authorized Staffing<br>(Additional Details provided in Attachment E) |   |  |
|---|---|--|
| Department  | Add   | Delete   |
| <b>Ag Commissioner</b>  |   | (2) Mosquito Technician I (Range 52) replacing with seasonal positions   |
| <b>Assessor</b>   | Auditor Appraiser (Range 78)                  | Appraiser II (Range 70)  |
| <b>CAO</b>  | Emergency Services Manager (Range 78)         |  |
| <b>District Attorney</b>  | Victim Witness Coordinator (Range 60)         | Victim Witness Assistant (Range 54)  |
| <b>Env Health</b>   | BPAR Lab Technician (Range 60)                |  |
| <b>Farm Advisor</b>   | Office Clerk III (Range 52)                   | Program Coordinator (Range 66)   |
| <b>HHS</b>  | Addictions Counselor I (Range 57)             |  |
|   | Administrative Analyst II (Range 70)*         |  |
|   | HHS Specialist IV (Range 60)*                 |  |
|   | BPar Prevention Specialist (Range 60)*        |  |
|   | Residential Caregiver (Range 53)              |  |
|   | Progress House Manager Trainee (Range 70)     |  |
|   | Social Worker IV (Range 73)*                  |  |
|   | Social Worker Supervisor (Range 76)*          |  |
|   | Psychotherapist (Range 81)                    |  |
|   | BPAR PSA II (Range 42)                        |  |
|   | (2) Rehabilitation Specialists (Range 60)*    |  |
|   | Human Services Supervisor (Range 70)          |  |
|   |   | Integrated Case Worker II (Range 64)   |
|   | Prevention Specialist (Range 60)              | HHS Specialist IV (Range 60)   |
| <b>Information Services</b>   | Senior Network Programmer Analyst (Range 84)  | Network Operations Programmer Analyst (Range 79)   |
| <b>Juvenile Institution</b>   |   | (3) Group Counselor I/III (Range 62/64)<br>2 FT & 1 B-Par Vacant positions - funding moved to Out of County Juvenile Hall budget |
|   |   | (2) Supervising Group Counselor (70) Vacant positions - funding moved to Out of County Juvenile Hall budget                      |
| <b>Probation</b>  | Office Clerk III (Range 52)                   | Legal Secretary III (Range 64)   |
| <b>Public Works</b>   | Building Inspector (Range 68)                 |  |
|   | Lead Building & Maintenance Worker (Range 66) |  |
|   |   | Custodian Supervisor (Range 58)  |
|   |   | Facility Maintenance Manager (Range 71)  |
|   |   | Custodian (Range 50)   |

\*Associated with Juvenile Services Redesign

**ASSUMPTIONS**

Under the fourth bullet, paragraph should read as follows:

- The cost of detaining juvenile offenders in out-of-county facilities will not exceed \$599,332; based on the cost of the assumptions identified on page 80 81, including a total of 179 174 round trips for taking youth to or bringing them back from out-of-county placements.

**RESOLUTION No.**

**A RESOLUTION OF THE  
BOARD OF SUPERVISORS,  
COUNTY OF INYO,  
STATE OF CALIFORNIA,  
ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2016-2017**

WHEREAS, the Government Code requires the County to conduct Budget Hearings prior to adopting a Final Budget; and

WHEREAS, the Government Code requires the Final Budget to be adopted no later than October 2<sup>nd</sup> of each fiscal year; and

WHEREAS, the Inyo County Board of Supervisors has conducted and concluded Budget Hearings on September 6, 2016, and has received input and recommendations and, at the conclusion of the Budget Hearings, directed the preparation of the Final Budget; and

WHEREAS, the Final Budget has been prepared in accordance with the Government Code and the Board of Supervisors' directions during Budget Hearings; and

WHEREAS, the Final Budget specifies all of the following: appropriations by objects of expenditure within each budget unit, except for capital assets that are appropriated at the subobject level pursuant to Government Section 29008; other financing uses by budget unit; Intrafund transfers by budget unit; transfers-out by fund; appropriations for contingencies, by fund; provisions for nonspendable, restricted, committed, and assigned fund balances, by fund and purpose; and the means of financing the budget requirements; and

WHEREAS, the Inyo County Board of Supervisors desires to approve the Final Budget as presented by the Budget Officer and the Auditor-Controller.

NOW, THEREFORE BE IT RESOLVED that the Inyo County Board of Supervisors hereby adopts the Fiscal Year 2016-2017 Final Budget for the County of Inyo as set forth in the attached documents, which are incorporated herein by reference.

PASSED AND ADOPTED, this 13<sup>th</sup> day of September, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

*Chairperson, Inyo County Board of Supervisors*

*Attest: Kevin D. Carunchio  
Clerk of the Board*

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**COUNTY OF INYO**

**BUD002F - BUDGET REQUESTS**

RUNDATE: 06/30/2016    TODAY'S DATE: 09/07/2016

FOR FISCAL YEARS: 07/01/2014    -    06/30/2017

|                                |                                | YTD          | BOARD        | WORKING      | YTD          | DEPT         | CAO          | BOARD        |
|--------------------------------|--------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
|                                |                                | ACTUALS      | APPROVED     | BUDGET       | ACTUALS      | REQUESTED    | RECOMM       | APPROVED     |
|                                |                                | 06/30/2015   | 06/30/2016   | 06/30/2016   | 06/30/2016   | 06/30/2017   | 06/30/2017   | 06/30/2017   |
| <b>FUND: 0001 GENERAL FUND</b> |                                |              |              |              |              |              |              |              |
| REVENUES:                      |                                |              |              |              |              |              |              |              |
| 4001                           | CURRENT SECURED TAXES          | \$10,334,909 | \$9,957,000  | \$9,957,000  | \$10,765,399 | \$10,355,280 | \$10,355,280 | \$10,355,280 |
| 4004                           | CURRENT UNSECURED TAXES        | \$1,348,840  | \$1,100,000  | \$1,100,000  | \$1,269,303  | \$1,034,770  | \$1,034,770  | \$1,034,770  |
| 4005                           | CURRENT UNSECURED AIRCRAFT TAX | \$29,684     | \$29,409     | \$29,409     | \$29,230     | \$29,000     | \$29,000     | \$29,000     |
| 4008                           | SB813 DISTRIBUTIONS            | \$99,135     | \$90,000     | \$90,000     | \$68,124     | \$47,009     | \$47,009     | \$47,009     |
| 4021                           | PRIOR YEAR SECURED TAXES       | \$99,238     | \$100,000    | \$100,000    | \$127,886    | \$105,000    | \$105,000    | \$105,000    |
| 4023                           | PRIOR YEAR UNSECURED TAXES     | \$8,842      | \$58,000     | \$58,000     | \$51,671     | \$56,000     | \$56,000     | \$56,000     |
| 4041                           | PENALTIES ON DELINQUENT TAXES  | \$82,445     | \$131,000    | \$131,000    | \$111,868    | \$131,000    | \$131,000    | \$131,000    |
| 4042                           | COSTS OF DELINQUENT COLLECTION | \$5,750      | \$11,000     | \$11,000     | \$7,780      | \$11,000     | \$11,000     | \$11,000     |
|                                | TAXES - PROPERTY               | \$12,008,845 | \$11,476,409 | \$11,476,409 | \$12,431,263 | \$11,769,059 | \$11,769,059 | \$11,769,059 |
| 4063                           | IN LIEU OF SALES & USE TAX     | \$277,116    | \$275,000    | \$275,000    | \$404,527    | \$0          | \$0          | \$0          |
| 4082                           | REAL PROPERTY TRANSFER TAX     | \$61,526     | \$57,000     | \$57,000     | \$73,450     | \$55,000     | \$57,000     | \$57,000     |
| 4083                           | TRANSIENT OCCUPANCY TAX        | \$3,328,951  | \$2,782,500  | \$2,782,500  | \$3,469,915  | \$2,782,500  | \$2,782,500  | \$2,782,500  |
|                                | TAXES - OTHER                  | \$3,667,595  | \$3,114,500  | \$3,114,500  | \$3,947,894  | \$2,837,500  | \$2,839,500  | \$2,839,500  |
| 4062                           | SALES TAX                      | \$1,117,053  | \$880,000    | \$1,027,456  | \$1,300,644  | \$1,155,000  | \$1,155,000  | \$1,155,000  |
|                                | TAXES - SALES                  | \$1,117,053  | \$880,000    | \$1,027,456  | \$1,300,644  | \$1,155,000  | \$1,155,000  | \$1,155,000  |
| 4101                           | ANIMAL LICENSES                | \$25,447     | \$27,000     | \$27,000     | \$23,976     | \$27,000     | \$27,000     | \$27,000     |
| 4131                           | CONSTRUCTION PERMITS           | \$119,335    | \$117,500    | \$117,500    | \$225,688    | \$117,500    | \$117,500    | \$117,500    |
| 4135                           | FEES FOR CONTINUING EDUCATION  | \$2,735      | \$4,100      | \$4,398      | \$2,898      | \$4,300      | \$4,300      | \$4,300      |
| 4141                           | ROAD PRIVILEGES & PERMITS      | \$50         | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          |
| 4156                           | RECLAMATION PLAN FEES          | \$11,650     | \$13,500     | \$13,500     | \$9,250      | \$13,500     | \$13,500     | \$13,500     |
| 4161                           | FRANCHISE FEES                 | \$188,137    | \$150,000    | \$150,000    | \$189,878    | \$150,000    | \$150,000    | \$150,000    |
| 4170                           | WELL PERMITS                   | \$16,778     | \$13,500     | \$9,000      | \$11,405     | \$13,500     | \$13,500     | \$13,500     |
| 4171                           | D H R PERMITS                  | \$600        | \$400        | \$400        | \$522        | \$400        | \$400        | \$400        |
| 4172                           | SEWER APPLICATIONS             | \$5,000      | \$2,335      | \$2,335      | \$5,787      | \$2,335      | \$2,335      | \$2,335      |
| 4174                           | WELL & WATER SYSTEM PERMITS    | \$47,308     | \$47,708     | \$47,437     | \$46,984     | \$47,708     | \$47,708     | \$47,708     |
| 4175                           | PERMITS TO OPERATE             | \$1,125      | \$1,100      | \$1,100      | \$2,005      | \$1,000      | \$1,000      | \$1,000      |
| 4176                           | LICENSES                       | \$4,511      | \$4,000      | \$4,000      | \$4,157      | \$4,000      | \$4,000      | \$4,000      |
| 4177                           | GUN PERMITS                    | \$7,875      | \$6,000      | \$6,000      | \$6,750      | \$6,000      | \$6,500      | \$6,500      |
| 4178                           | FINGERPRINT PERMITS            | \$9,181      | \$10,000     | \$10,000     | \$17,011     | \$15,000     | \$15,000     | \$15,000     |
| 4179                           | EXPLOSIVE PERMITS              | \$47         | \$50         | \$50         | \$74         | \$50         | \$50         | \$50         |
| 4180                           | DEVICE REGISTRATION FEE        | \$34,371     | \$60,000     | \$60,000     | \$66,506     | \$68,500     | \$68,500     | \$68,500     |

ATTACHMENT A

**COUNTY OF INYO**

**BUD002F - BUDGET REQUESTS**

RUNDATE: 06/30/2016      TODAY'S DATE: 09/07/2016

FOR FISCAL YEARS: 07/01/2014      -      06/30/2017

|      |                                | YTD         | BOARD       | WORKING     | YTD         | DEPT        | CAO         | BOARD       |
|------|--------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|      |                                | ACTUALS     | APPROVED    | BUDGET      | ACTUALS     | REQUESTED   | RECOMM      | APPROVED    |
|      |                                | 06/30/2015  | 06/30/2016  | 06/30/2016  | 06/30/2016  | 06/30/2017  | 06/30/2017  | 06/30/2017  |
| 4182 | SWIMMING POOL PERMITS          | \$9,443     | \$9,053     | \$9,053     | \$9,066     | \$9,066     | \$9,066     | \$9,066     |
| 4183 | FOOD ESTABLISHMENT PERMITS     | \$43,768    | \$44,000    | \$44,000    | \$48,259    | \$44,586    | \$44,586    | \$44,586    |
| 4184 | SEWAGE PUMP VEHICLE PERMIT     | \$596       | \$588       | \$588       | \$604       | \$604       | \$604       | \$604       |
| 4186 | DEVICE REPAIRMAN LICENSE       | \$113       | \$100       | \$100       | \$304       | \$100       | \$100       | \$100       |
| 4187 | NITRATE ANALYSES               | \$112       | \$1,072     | \$1,072     | \$896       | \$1,072     | \$1,072     | \$1,072     |
|      | LICENSES & PERMITS             | \$528,186   | \$512,006   | \$507,533   | \$672,022   | \$526,221   | \$526,721   | \$526,721   |
| 4211 | CRIMINAL FINES                 | \$1,372     | \$11,000    | \$11,000    | \$2,785     | \$11,000    | \$11,000    | \$11,000    |
| 4212 | ANIMAL FINES                   | \$5,900     | \$5,000     | \$5,000     | \$4,765     | \$5,000     | \$5,000     | \$5,000     |
| 4214 | SUPERIOR COURT FINES           | \$39,379    | \$65,360    | \$64,479    | \$49,295    | \$72,868    | \$72,868    | \$72,868    |
| 4215 | JUSTICE COURT FINES            | \$173,704   | \$170,000   | \$170,000   | \$199,259   | \$185,000   | \$185,000   | \$185,000   |
| 4220 | LAW LIBRARY FINES              | \$7,104     | \$8,000     | \$8,000     | \$7,458     | \$8,000     | \$8,000     | \$8,000     |
| 4224 | COURT REALIGNMENT FINES        | \$696,997   | \$690,000   | \$690,000   | \$787,146   | \$765,000   | \$765,000   | \$765,000   |
|      | FINES & FORFEITURES            | \$924,457   | \$949,360   | \$948,479   | \$1,050,711 | \$1,046,868 | \$1,046,868 | \$1,046,868 |
| 4352 | MILLPOND CONCESSIONS           | \$8,888     | \$8,800     | \$8,800     | \$8,575     | \$8,800     | \$8,800     | \$8,800     |
|      | RENTS & LEASES                 | \$8,888     | \$8,800     | \$8,800     | \$8,575     | \$8,800     | \$8,800     | \$8,800     |
| 4301 | INTEREST FROM TREASURY         | \$80,367    | \$70,000    | \$70,000    | \$185,778   | \$165,000   | \$165,000   | \$165,000   |
| 4303 | INTEREST ON TAX FUNDS          | \$0         | \$0         | \$0         | \$0         | \$2,237     | \$2,237     | \$2,237     |
| 4311 | RENTS                          | \$74,976    | \$75,000    | \$99,014    | \$104,000   | \$100,000   | \$100,000   | \$100,000   |
| 4312 | LEASES                         | \$1,971     | \$1,972     | \$1,972     | \$1,971     | \$1,980     | \$1,980     | \$1,980     |
| 4316 | STATHAM HALL RENT              | \$554       | \$750       | \$800       | \$1,173     | \$1,000     | \$1,000     | \$1,000     |
| 4317 | BIG PINE LEGION HALL RENT      | \$556       | \$440       | \$500       | \$535       | \$450       | \$450       | \$450       |
| 4318 | INDEPENDENCE LEGION HALL RENT  | \$29        | \$130       | \$37        | \$37        | \$100       | \$100       | \$100       |
|      | REV USE OF MONEY & PROPERTY    | \$158,456   | \$148,292   | \$172,323   | \$293,497   | \$270,767   | \$270,767   | \$270,767   |
| 4411 | STATE MOTOR VEHICLE IN LIEU TX | \$964,927   | \$755,308   | \$781,760   | \$852,434   | \$834,069   | \$940,232   | \$940,232   |
| 4413 | PROPERTY TAX IN LIEU OF VLF    | \$2,002,906 | \$2,002,906 | \$2,002,906 | \$2,072,568 | \$2,128,755 | \$2,128,755 | \$2,128,755 |
| 4420 | SOCIAL SERVICE REALIGNMENT     | \$688,393   | \$1,106,422 | \$1,144,289 | \$1,085,950 | \$1,106,422 | \$1,106,422 | \$1,106,422 |
| 4421 | STATE PUBLIC ASSIST ADMIN      | \$2,218,312 | \$2,542,757 | \$2,544,757 | \$1,742,096 | \$2,609,757 | \$2,609,757 | \$2,609,757 |
| 4425 | AID FAMILY DEPENDENT CHILDREN  | \$51,588    | \$50,000    | \$326,149   | \$453,256   | \$420,000   | \$420,000   | \$420,000   |
| 4427 | FOSTER CARE                    | \$14,829    | \$77,000    | \$77,000    | (\$1,333)   | \$25,000    | \$25,000    | \$25,000    |
| 4430 | HEALTH REALIGNMENT             | \$292,447   | \$643,830   | \$600,073   | \$560,592   | \$679,354   | \$745,518   | \$745,518   |
| 4447 | OTHER AID FOR HEALTH           | \$3,798     | \$3,708     | \$3,708     | \$0         | \$0         | \$0         | \$0         |
| 4450 | MENTAL HEALTH REALIGNMENT      | \$1,037,694 | \$1,024,197 | \$1,061,643 | \$1,061,643 | \$1,150,161 | \$1,150,161 | \$1,150,161 |
| 4460 | REALIGNMENT - 2011             | \$1,826,189 | \$2,322,261 | \$2,185,663 | \$1,147,013 | \$2,193,134 | \$2,193,134 | \$2,193,134 |

# COUNTY OF INYO

## BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2016      TODAY'S DATE: 09/07/2016

FOR FISCAL YEARS: 07/01/2014   -   06/30/2017

|                                     | YTD          | BOARD        | WORKING      | YTD          | DEPT         | CAO          | BOARD        |
|-------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
|                                     | ACTUALS      | APPROVED     | BUDGET       | ACTUALS      | REQUESTED    | RECOMM       | APPROVED     |
|                                     | 06/30/2015   | 06/30/2016   | 06/30/2016   | 06/30/2016   | 06/30/2017   | 06/30/2017   | 06/30/2017   |
| 4463 UNREFUNDED GAS TAX             | \$72,934     | \$90,000     | \$72,364     | \$72,364     | \$85,000     | \$85,000     | \$85,000     |
| 4472 HOMEOWNERS PROPERTY TAX RELIEF | \$75,956     | \$75,000     | \$75,000     | \$74,936     | \$74,000     | \$74,000     | \$74,000     |
| 4473 STATE AID FOR VETERANS AFFAIRS | \$36,795     | \$25,474     | \$36,446     | \$40,905     | \$56,622     | \$56,622     | \$56,622     |
| 4475 OFF HIGHWAY VEHICLE            | \$0          | \$0          | \$0          | \$0          | \$0          | \$675        | \$675        |
| 4483 STANDARDS & TRAIN FOR CORRECT  | \$23,920     | \$28,600     | \$22,798     | \$22,799     | \$27,820     | \$27,820     | \$27,820     |
| 4485 STATE - PUBLIC SAFETY SERVICES | \$1,769,119  | \$1,844,000  | \$1,844,000  | \$1,688,351  | \$1,864,000  | \$1,710,000  | \$1,710,000  |
| 4486 AB443 - SHERIFF                | \$259,917    | \$266,019    | \$449,905    | \$142,222    | \$432,862    | \$432,862    | \$432,862    |
| 4488 CITIZEN OPTION - PUBLIC SAFETY | \$82,591     | \$105,349    | \$140,887    | \$102,913    | \$5,292      | \$146,618    | \$146,618    |
| 4489 JUVENILE JUSTICE               | \$53,067     | \$53,067     | \$53,067     | \$41,189     | \$53,067     | \$53,067     | \$53,067     |
| 4497 STATE MANDATE PROGRAMS         | \$58,109     | \$0          | \$722        | \$18,524     | \$0          | \$0          | \$0          |
| 4498 STATE GRANTS                   | \$2,689,309  | \$3,188,131  | \$3,213,451  | \$2,477,177  | \$3,299,648  | \$3,299,648  | \$3,299,648  |
| 4499 STATE OTHER                    | \$447,498    | \$952,341    | \$706,781    | \$421,095    | \$653,046    | \$653,046    | \$653,046    |
| 4501 FEDERAL PUBLIC ASSISTANCE ADMN | \$1,572,089  | \$1,665,441  | \$1,689,003  | \$1,248,750  | \$1,698,441  | \$1,698,441  | \$1,698,441  |
| 4511 FEDERAL AID TO FAMILY W/ CHILD | \$129,456    | \$50,000     | \$133,607    | \$158,424    | \$180,000    | \$180,000    | \$180,000    |
| 4512 FEDERAL FOSTER CARE            | \$37,468     | \$179,000    | \$179,000    | \$160,639    | \$253,000    | \$253,000    | \$253,000    |
| 4541 FEDERAL IN LIEU TAXES          | \$1,793,364  | \$1,632,834  | \$1,771,993  | \$1,771,993  | \$1,803,975  | \$1,803,975  | \$1,803,975  |
| 4552 FEDERAL OTHER                  | \$474,844    | \$948,975    | \$944,346    | \$465,191    | \$754,135    | \$754,135    | \$754,135    |
| 4555 FEDERAL GRANTS                 | \$0          | \$12,312     | \$0          | \$0          | \$128,853    | \$128,853    | \$128,853    |
| 4561 AID FROM MONO COUNTY           | \$194,574    | \$275,944    | \$311,494    | \$304,113    | \$266,224    | \$301,724    | \$301,724    |
| 4563 CONTRIBUTION FROM DWP          | \$3,479,061  | \$3,672,804  | \$3,672,804  | \$3,672,804  | \$3,856,915  | \$3,856,915  | \$3,856,915  |
| 4599 OTHER AGENCIES                 | \$180,946    | \$165,000    | \$177,850    | \$169,702    | \$165,000    | \$190,000    | \$190,000    |
| AID FROM OTHER GOVT AGENCIES        | \$22,532,107 | \$25,758,680 | \$26,223,466 | \$22,028,319 | \$26,804,552 | \$27,025,380 | \$27,025,380 |
| 4601 TAX REDEMPTION FEES            | \$2,190      | \$2,200      | \$2,200      | \$2,070      | \$2,200      | \$2,200      | \$2,200      |
| 4602 ASSESSMENT & COLLECTION FEES   | \$8,574      | \$12,558     | \$12,558     | \$15,050     | \$14,097     | \$14,097     | \$14,097     |
| 4603 SB813 COLLECTION FEES          | \$16,041     | \$15,500     | \$15,500     | \$15,275     | \$6,250      | \$6,250      | \$6,250      |
| 4605 DELINQUENT TAX SALE FEE        | \$3,890      | \$2,500      | \$2,500      | \$3,816      | \$175,000    | \$175,000    | \$175,000    |
| 4612 SPEC DIST & GRANT ACCOUNTING   | \$49,682     | \$51,950     | \$51,950     | \$51,900     | \$27,000     | \$27,000     | \$27,000     |
| 4618 EMS ACCOUNTING                 | \$27,113     | \$25,000     | \$18,467     | \$18,466     | \$18,467     | \$18,467     | \$18,467     |
| 4621 DISTRICT ELECTIONS             | \$8,430      | \$500        | \$500        | \$0          | \$500        | \$500        | \$500        |
| 4622 CANDIDATE STATEMENTS           | \$4,550      | \$1,000      | \$1,000      | \$2,250      | \$650        | \$650        | \$650        |
| 4623 ELECTION FILING FEES           | \$0          | \$1,000      | \$1,000      | \$3,277      | \$0          | \$0          | \$0          |
| 4624 MISCELLANEOUS ELECTION SERVICE | \$497        | \$0          | \$0          | \$505        | \$0          | \$0          | \$0          |
| 4631 COUNTY COUNSEL FEES            | \$0          | \$150        | \$150        | \$807        | \$150        | \$150        | \$150        |
| 4632 PUBLIC DEFENDER FEES           | \$3,899      | \$5,000      | \$5,000      | \$5,540      | \$5,000      | \$5,000      | \$5,000      |
| 4654 PLANNING & ENGINEERING FEES    | \$159,998    | \$183,268    | \$183,268    | \$144,660    | \$184,500    | \$184,500    | \$184,500    |



# COUNTY OF INYO

## BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2016      TODAY'S DATE: 09/07/2016

FOR FISCAL YEARS: 07/01/2014      -      06/30/2017

|      |                              | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|------|------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| 4785 | BAKER CREEK - CAMP           | \$17,870                     | \$28,000                        | \$28,000                        | \$21,986                     | \$22,000                        | \$22,000                    | \$22,000                        |
| 4786 | TINNEMAHA - CAMP             | \$17,423                     | \$16,500                        | \$13,500                        | \$16,567                     | \$15,000                        | \$15,000                    | \$15,000                        |
| 4787 | TABOOSE - CAMP               | \$27,983                     | \$35,000                        | \$32,000                        | \$34,319                     | \$35,000                        | \$31,000                    | \$31,000                        |
| 4788 | INDEPENDENCE CREEK - CAMP    | \$7,182                      | \$9,000                         | \$9,000                         | \$9,048                      | \$9,000                         | \$9,000                     | \$9,000                         |
| 4789 | PORTAGI JOE - CAMP           | \$8,360                      | \$7,500                         | \$7,500                         | \$11,181                     | \$8,500                         | \$10,500                    | \$10,500                        |
| 4790 | DIAZ LAKE - CAMP             | \$49,837                     | \$52,000                        | \$73,000                        | \$84,326                     | \$60,000                        | \$71,000                    | \$71,000                        |
| 4791 | TECOPA HOT SPRINGS - CAMP    | \$25,503                     | \$5,000                         | \$5,000                         | \$0                          | \$5,000                         | \$0                         | \$0                             |
| 4792 | DAY USE FEES                 | \$2,350                      | \$2,800                         | \$2,800                         | \$3,450                      | \$2,800                         | \$2,800                     | \$2,800                         |
| 4809 | WRAP FEES                    | \$0                          | \$1,000                         | \$23                            | \$0                          | \$1,000                         | \$1,000                     | \$1,000                         |
| 4812 | NSF CHARGES                  | \$70                         | \$40                            | \$65                            | \$85                         | \$40                            | \$40                        | \$40                            |
| 4813 | SHIPPING & HANDLING          | \$125                        | \$90                            | \$36                            | \$45                         | \$70                            | \$70                        | \$70                            |
| 4815 | PROJECT REIMBURSABLES        | \$6,934                      | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| 4817 | LAFCO FEES                   | \$14,439                     | \$7,000                         | \$9,000                         | \$21,821                     | \$25,000                        | \$25,000                    | \$25,000                        |
| 4819 | SERVICES & FEES              | \$147,580                    | \$129,186                       | \$138,081                       | \$145,366                    | \$292,942                       | \$342,942                   | \$342,942                       |
| 4820 | COUNTY COST PLAN             | \$1,253,831                  | \$1,243,198                     | \$1,243,198                     | \$1,477,197                  | \$1,628,441                     | \$1,628,441                 | \$1,628,441                     |
| 4821 | INTRA COUNTY CHARGES         | \$804,507                    | \$865,407                       | \$903,365                       | \$707,954                    | \$1,078,916                     | \$1,064,356                 | \$1,064,356                     |
| 4822 | INTRA COUNTY INSURANCE ADMIN | \$859,256                    | \$1,049,929                     | \$1,049,929                     | \$1,108,796                  | \$1,215,835                     | \$1,215,835                 | \$1,215,835                     |
| 4824 | INTER GOVERNMENT CHARGES     | \$396,470                    | \$339,303                       | \$317,398                       | \$311,363                    | \$323,971                       | \$323,971                   | \$323,971                       |
| 4825 | OTHER CURRENT CHARGES        | \$347,357                    | \$362,287                       | \$362,287                       | \$387,037                    | \$360,878                       | \$370,878                   | \$370,878                       |
| 4827 | TRIAL COURT CHARGES          | \$111,788                    | \$105,790                       | \$105,790                       | \$105,790                    | \$128,800                       | \$128,800                   | \$128,800                       |
| 4829 | COPIER LEASE REVENUE         | \$101,975                    | \$90,600                        | \$90,600                        | \$96,442                     | \$91,000                        | \$91,000                    | \$91,000                        |
|      | CHARGES FOR CURRENT SERVICES | \$5,937,026                  | \$6,504,548                     | \$6,572,151                     | \$6,604,242                  | \$7,468,772                     | \$7,532,462                 | \$7,532,462                     |
| 4998 | OPERATING TRANSFERS IN       | \$299,740                    | \$822,189                       | \$905,772                       | \$436,125                    | \$230,001                       | \$834,867                   | \$834,867                       |
|      | OTHER FINANCING SOURCES      | \$299,740                    | \$822,189                       | \$905,772                       | \$436,125                    | \$230,001                       | \$834,867                   | \$834,867                       |
| 4911 | SALES OF FIXED ASSETS        | \$150                        | \$0                             | \$0                             | \$90                         | \$0                             | \$0                         | \$0                             |
| 4921 | SALES OF MINUTES & AGENDA    | \$0                          | \$50                            | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| 4922 | SALES OF COPIES              | \$5,249                      | \$5,100                         | \$5,000                         | \$5,472                      | \$5,000                         | \$5,000                     | \$5,000                         |
| 4924 | SALES OF MAILING LISTS       | \$128                        | \$0                             | \$0                             | \$133                        | \$0                             | \$0                         | \$0                             |
| 4925 | SALES OF BOOKS & PAMPHLETS   | \$17,936                     | \$19,000                        | \$19,000                        | \$13,814                     | \$16,000                        | \$16,000                    | \$16,000                        |
| 4936 | MISCELLANEOUS SALES          | \$0                          | \$10,000                        | \$5,000                         | \$575                        | \$4,000                         | \$4,000                     | \$4,000                         |
| 4951 | DONATIONS                    | \$10,131                     | \$10,500                        | \$9,500                         | \$8,964                      | \$9,000                         | \$9,000                     | \$9,000                         |
| 4952 | OUTSIDE CONTRACT             | \$10,780                     | \$25,000                        | \$11,500                        | \$8,455                      | \$0                             | \$0                         | \$0                             |
| 4955 | FAMILY SUPPORT REPAYMENT     | \$24,253                     | \$30,000                        | \$31,612                        | \$48,694                     | \$8,000                         | \$8,000                     | \$8,000                         |
| 4958 | UNCLAIMED FUNDS              | \$5,850                      | \$2,000                         | \$2,000                         | \$9,061                      | \$2,000                         | \$2,000                     | \$2,000                         |

## COUNTY OF INYO

### BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2016      TODAY'S DATE: 09/07/2016

FOR FISCAL YEARS: 07/01/2014      -      06/30/2017

|           |                              | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|-----------|------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| 4959      | MISCELLANEOUS REVENUE        | \$78,680                     | \$12,300                        | \$15,747                        | \$23,281                     | \$18,195                        | \$18,195                    | \$18,195                        |
| 4961      | REIMBURSED EXPENSES          | \$27,014                     | \$25,500                        | \$26,201                        | \$28,592                     | \$350                           | \$350                       | \$350                           |
| 4997      | CASH OVER OR SHORT           | (\$83)                       | \$85                            | \$64                            | \$53                         | \$85                            | \$85                        | \$85                            |
| 4999      | PRIOR YEARS REIMBURSEMENTS   | \$28,277                     | \$20,050                        | \$8,246                         | \$8,329                      | \$0                             | \$0                         | \$0                             |
|           | OTHER REVENUE                | \$208,369                    | \$159,585                       | \$133,870                       | \$155,518                    | \$62,630                        | \$62,630                    | \$62,630                        |
|           | TOTAL REVENUES:              | \$47,390,727                 | \$50,334,369                    | \$51,090,759                    | \$48,928,814                 | \$52,180,170                    | \$53,072,054                | \$53,072,054                    |
| EXPENSES: |                              |                              |                                 |                                 |                              |                                 |                             |                                 |
| 5001      | SALARIED EMPLOYEES           | \$17,870,052                 | \$20,198,624                    | \$19,697,534                    | \$18,315,670                 | \$20,870,554                    | \$20,795,322                | \$20,795,322                    |
| 5002      | CONTRACT EMPLOYEES           | \$127,771                    | \$128,590                       | \$128,590                       | \$128,589                    | \$128,099                       | \$128,099                   | \$128,099                       |
| 5003      | OVERTIME                     | \$690,059                    | \$652,877                       | \$721,818                       | \$703,118                    | \$747,477                       | \$825,620                   | \$825,620                       |
| 5004      | STANDBY TIME                 | \$102,110                    | \$119,200                       | \$114,087                       | \$89,803                     | \$132,655                       | \$159,515                   | \$159,515                       |
| 5005      | HOLIDAY OVERTIME             | \$120,664                    | \$135,113                       | \$133,773                       | \$120,366                    | \$128,418                       | \$125,171                   | \$125,171                       |
| 5006      | 4850 TIME - WORKERS COMP     | \$8,155                      | \$6,000                         | \$22,265                        | \$6,062                      | \$13,000                        | \$9,000                     | \$9,000                         |
| 5012      | PART TIME EMPLOYEES          | \$761,347                    | \$900,665                       | \$921,084                       | \$795,113                    | \$945,886                       | \$957,488                   | \$957,488                       |
| 5021      | RETIREMENT & SOCIAL SECURITY | \$1,432,406                  | \$1,402,237                     | \$1,454,231                     | \$1,327,744                  | \$1,666,294                     | \$1,653,812                 | \$1,653,812                     |
| 5022      | PERS RETIREMENT              | \$4,639,821                  | \$5,139,763                     | \$5,099,026                     | \$4,540,040                  | \$5,232,118                     | \$5,199,895                 | \$5,199,895                     |
| 5023      | RETIREMENT SAFETY-SIDE FUND  | \$312,230                    | \$318,023                       | \$318,023                       | \$318,023                    | \$325,028                       | \$325,028                   | \$325,028                       |
| 5024      | RETIREMENT SAFETY-UNFUND LIB | \$0                          | \$407,724                       | \$407,724                       | \$407,724                    | \$486,120                       | \$486,120                   | \$486,120                       |
| 5025      | RETIREE HEALTH BENEFITS      | \$1,870,953                  | \$2,310,062                     | \$2,310,062                     | \$2,363,124                  | \$2,966,924                     | \$2,966,924                 | \$2,966,924                     |
| 5031      | MEDICAL INSURANCE            | \$2,972,366                  | \$3,655,147                     | \$3,610,899                     | \$2,993,207                  | \$4,039,794                     | \$3,973,269                 | \$3,973,269                     |
| 5032      | DISABILITY INSURANCE         | \$162,793                    | \$197,613                       | \$194,810                       | \$153,213                    | \$204,966                       | \$203,281                   | \$203,281                       |
| 5033      | SHERIFF DEPUTIES DISABILITY  | \$9,639                      | \$10,398                        | \$10,398                        | \$9,926                      | \$10,593                        | \$10,332                    | \$10,332                        |
| 5034      | EDUCATION REIMBURSEMENT      | \$3,025                      | \$5,200                         | \$4,850                         | \$1,400                      | \$6,650                         | \$6,650                     | \$6,650                         |
| 5042      | SICK LEAVE BUY OUT           | \$166,161                    | \$247,188                       | \$207,438                       | \$177,498                    | \$233,312                       | \$229,216                   | \$229,216                       |
| 5043      | OTHER BENEFITS               | \$549,432                    | \$302,202                       | \$459,513                       | \$445,537                    | \$353,727                       | \$359,727                   | \$359,727                       |
| 5111      | CLOTHING                     | \$62,009                     | \$74,195                        | \$71,395                        | \$62,991                     | \$72,067                        | \$71,259                    | \$71,259                        |
|           | SALARIES & BENEFITS          | \$31,861,001                 | \$36,210,821                    | \$35,887,520                    | \$32,959,155                 | \$38,563,682                    | \$38,485,728                | \$38,485,728                    |
| 5112      | PERSONAL & SAFETY EQUIPMENT  | \$20,906                     | \$61,800                        | \$63,367                        | \$27,256                     | \$75,106                        | \$63,606                    | \$63,606                        |
| 5114      | INMATE CLOTHING              | \$11,442                     | \$16,500                        | \$15,200                        | \$13,925                     | \$21,500                        | \$16,000                    | \$16,000                        |
| 5122      | CELL PHONES                  | \$28,264                     | \$29,861                        | \$34,420                        | \$28,639                     | \$35,360                        | \$30,800                    | \$30,800                        |
| 5131      | FOOD & HOUSEHOLD SUPPLIES    | \$537,100                    | \$492,739                       | \$580,878                       | \$485,778                    | \$542,612                       | \$579,612                   | \$579,612                       |
| 5132      | JAIL-HOUSEHOLD               | \$0                          | \$121,250                       | \$84,325                        | \$82,152                     | \$60,000                        | \$60,000                    | \$60,000                        |
| 5154      | UNEMPLOYMENT INSURANCE       | \$73,241                     | \$98,100                        | \$68,461                        | \$22,764                     | \$62,000                        | \$62,000                    | \$62,000                        |

## COUNTY OF INYO

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RUNDATE: 06/30/2016      TODAY'S DATE: 09/07/2016

FOR FISCAL YEARS: 07/01/2014      -      06/30/2017

|      |                                | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|------|--------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| 5156 | INSURANCE CLAIMS               | \$0                          | \$5,000                         | \$5,000                         | \$0                          | \$5,000                         | \$5,000                     | \$5,000                         |
| 5157 | MEDICAL MALPRACTICE INSURANCE  | \$55,655                     | \$64,732                        | \$64,732                        | \$64,732                     | \$68,791                        | \$68,791                    | \$68,791                        |
| 5158 | INSURANCE PREMIUM              | \$101,277                    | \$88,000                        | \$88,000                        | \$87,873                     | \$90,000                        | \$90,000                    | \$90,000                        |
| 5161 | JURY EXPENSE                   | \$16,890                     | \$23,000                        | \$22,800                        | \$16,526                     | \$22,250                        | \$22,250                    | \$22,250                        |
| 5162 | WITNESS EXPENSE                | \$437                        | \$3,500                         | \$3,500                         | \$2,653                      | \$3,500                         | \$3,500                     | \$3,500                         |
| 5171 | MAINTENANCE OF EQUIPMENT       | \$45,201                     | \$58,100                        | \$61,800                        | \$41,047                     | \$98,103                        | \$74,525                    | \$74,525                        |
| 5173 | MAINTENANCE OF EQUIPMENT-MATER | \$5,828                      | \$8,826                         | \$10,500                        | \$7,711                      | \$11,876                        | \$11,876                    | \$11,876                        |
| 5175 | MAINTENANCE - FUEL & LUBRICANT | \$0                          | \$500                           | \$250                           | \$0                          | \$500                           | \$500                       | \$500                           |
| 5177 | MAINTENANCE OF COMPUTER SYSTEM | \$105,413                    | \$130,200                       | \$130,200                       | \$122,855                    | \$144,100                       | \$144,100                   | \$144,100                       |
| 5182 | MAINTENANCE OF GROUNDS         | \$25,131                     | \$34,000                        | \$30,527                        | \$24,234                     | \$36,000                        | \$36,000                    | \$36,000                        |
| 5184 | MAINTENANCE - SHERIFF          | \$9,891                      | \$10,000                        | \$15,000                        | \$13,581                     | \$13,000                        | \$13,000                    | \$13,000                        |
| 5190 | MAINT BIG PINE LIBRARY         | \$5,666                      | \$5,666                         | \$5,666                         | \$5,666                      | \$5,666                         | \$5,666                     | \$5,666                         |
| 5191 | MAINTENANCE OF STRUCTURES      | \$7,036                      | \$9,370                         | \$32,225                        | \$22,779                     | \$14,270                        | \$9,270                     | \$9,270                         |
| 5199 | MAINT OF STRUCTURES-MATERIALS  | \$28,228                     | \$51,888                        | \$53,200                        | \$41,999                     | \$52,141                        | \$52,141                    | \$52,141                        |
| 5201 | MEDICAL, DENTAL & LAB SUPPLIES | \$15,521                     | \$13,775                        | \$23,775                        | \$21,592                     | \$12,000                        | \$12,000                    | \$12,000                        |
| 5211 | MEMBERSHIPS                    | \$0                          | \$0                             | \$0                             | \$0                          | \$2,525                         | \$2,525                     | \$2,525                         |
| 5232 | OFFICE & OTHER EQUIP < \$5,000 | \$126,702                    | \$181,503                       | \$390,437                       | \$140,049                    | \$268,177                       | \$234,777                   | \$234,777                       |
| 5236 | INFORMATION SERVICES POSTAGE   | \$65,057                     | \$81,420                        | \$104,236                       | \$79,076                     | \$80,220                        | \$80,220                    | \$80,220                        |
| 5260 | HEALTH - EMPLOYEE PHYSICALS    | \$10,914                     | \$17,368                        | \$15,409                        | \$6,631                      | \$9,577                         | \$9,276                     | \$9,276                         |
| 5263 | ADVERTISING                    | \$83,848                     | \$78,980                        | \$93,688                        | \$79,323                     | \$89,590                        | \$92,040                    | \$92,040                        |
| 5265 | PROFESSIONAL & SPECIAL SERVICE | \$3,048,992                  | \$3,999,165                     | \$4,334,176                     | \$2,973,971                  | \$3,458,751                     | \$3,872,361                 | \$3,872,361                     |
| 5281 | RENTS & LEASES-EQUIPMENT       | \$28,491                     | \$32,125                        | \$34,605                        | \$25,135                     | \$30,003                        | \$30,003                    | \$30,003                        |
| 5285 | COPIER LEASE - IS ONLY         | \$90,964                     | \$90,600                        | \$102,604                       | \$92,226                     | \$91,020                        | \$91,020                    | \$91,020                        |
| 5291 | OFFICE, SPACE & SITE RENTAL    | \$490,037                    | \$512,199                       | \$518,285                       | \$470,866                    | \$483,458                       | \$483,458                   | \$483,458                       |
| 5301 | SMALL TOOLS & INSTRUMENTS      | \$4,005                      | \$4,859                         | \$5,353                         | \$4,249                      | \$5,649                         | \$5,649                     | \$5,649                         |
| 5311 | GENERAL OPERATING EXPENSE      | \$697,731                    | \$886,503                       | \$936,664                       | \$711,091                    | \$925,277                       | \$903,277                   | \$903,277                       |
| 5313 | LAW ENFORCEMENT SPECIAL        | \$98,446                     | \$91,318                        | \$92,518                        | \$68,401                     | \$115,863                       | \$100,442                   | \$100,442                       |
| 5316 | ELECTION EXPENSE               | \$45,625                     | \$91,200                        | \$91,000                        | \$63,967                     | \$56,500                        | \$66,500                    | \$66,500                        |
| 5321 | SPECIAL APPROPRIATION          | \$10,000                     | \$10,000                        | \$35,000                        | \$35,000                     | \$10,000                        | \$10,000                    | \$10,000                        |
| 5325 | LIBRARY BOOKS & SUBSCRIPTIONS  | \$30,510                     | \$30,000                        | \$32,000                        | \$30,828                     | \$35,250                        | \$34,010                    | \$34,010                        |
| 5330 | TRAVEL EXPENSE-REQUIRED        | \$0                          | \$77,485                        | \$99,913                        | \$96,800                     | \$172,766                       | \$77,485                    | \$77,485                        |
| 5331 | TRAVEL EXPENSE                 | \$259,167                    | \$388,225                       | \$373,008                       | \$250,010                    | \$400,868                       | \$411,637                   | \$411,637                       |
| 5332 | MILEAGE REIMBURSEMENT          | \$1,233                      | \$2,300                         | \$2,800                         | \$1,345                      | \$2,100                         | \$2,100                     | \$2,100                         |
| 5337 | 5150 TRANSPORTS                | \$0                          | \$20,000                        | \$3,000                         | \$797                        | \$15,000                        | \$15,000                    | \$15,000                        |
| 5351 | UTILITIES                      | \$860,864                    | \$924,922                       | \$967,403                       | \$902,138                    | \$966,721                       | \$947,011                   | \$947,011                       |

# COUNTY OF INYO

## BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2016      TODAY'S DATE: 09/07/2016

FOR FISCAL YEARS: 07/01/2014      -      06/30/2017

|      |                                | YTD         | BOARD       | WORKING     | YTD         | DEPT        | CAO         | BOARD       |
|------|--------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|      |                                | ACTUALS     | APPROVED    | BUDGET      | ACTUALS     | REQUESTED   | RECOMM      | APPROVED    |
|      |                                | 06/30/2015  | 06/30/2016  | 06/30/2016  | 06/30/2016  | 06/30/2017  | 06/30/2017  | 06/30/2017  |
| 5499 | PRIOR YEAR REFUNDS             | \$108,436   | \$0         | \$45,510    | \$45,511    | \$0         | \$0         | \$0         |
|      | SERVICES & SUPPLIES            | \$7,154,164 | \$8,846,979 | \$9,671,435 | \$7,211,193 | \$8,593,090 | \$8,829,428 | \$8,829,428 |
| 5121 | INTERNAL CHARGES               | \$391,314   | \$441,158   | \$470,881   | \$409,162   | \$437,404   | \$437,404   | \$437,404   |
| 5123 | TECH REFRESH EXPENSE           | \$151,281   | \$155,410   | \$155,410   | \$155,410   | \$235,073   | \$235,073   | \$235,073   |
| 5124 | EXTERNAL CHARGES               | \$12,283    | \$17,217    | \$17,602    | \$18,814    | \$18,926    | \$18,926    | \$18,926    |
| 5128 | INTERNAL SHREDDING CHARGES     | \$9,990     | \$10,815    | \$10,840    | \$10,920    | \$9,761     | \$9,761     | \$9,761     |
| 5129 | INTERNAL COPY CHARGES (NON-IS) | \$78,505    | \$94,153    | \$89,371    | \$74,554    | \$87,362    | \$87,362    | \$87,362    |
| 5152 | WORKERS COMPENSATION           | \$716,181   | \$673,454   | \$670,462   | \$670,462   | \$629,293   | \$629,293   | \$629,293   |
| 5155 | PUBLIC LIABILITY INSURANCE     | \$399,947   | \$473,659   | \$468,312   | \$468,311   | \$501,590   | \$501,590   | \$501,590   |
| 5315 | COUNTY COST PLAN               | \$639,403   | \$930,669   | \$930,669   | \$930,668   | \$963,883   | \$963,883   | \$963,883   |
| 5333 | MOTOR POOL                     | \$1,304,717 | \$1,123,912 | \$1,113,480 | \$1,068,747 | \$1,333,269 | \$1,329,477 | \$1,329,477 |
|      | INTERNAL CHARGES               | \$3,703,623 | \$3,920,447 | \$3,927,027 | \$3,807,052 | \$4,216,561 | \$4,212,769 | \$4,212,769 |
| 5501 | SUPPORT & CARE OF PERSONS      | \$1,371,908 | \$1,858,510 | \$2,060,432 | \$1,608,324 | \$2,012,589 | \$2,012,589 | \$2,012,589 |
| 5508 | SUPPORT & CARE - 1099          | \$55,540    | \$127,204   | \$109,673   | \$115,173   | \$185,000   | \$185,000   | \$185,000   |
| 5511 | ANNUAL NEW CPSP GRANT AWARD    | \$0         | \$0         | \$0         | \$0         | \$20,984    | \$20,984    | \$20,984    |
| 5512 | ICSOS-CONTRACT                 | \$0         | \$0         | \$0         | \$0         | \$0         | \$140,000   | \$140,000   |
| 5513 | BLAKE JONES TROUT DERBY        | \$0         | \$0         | \$0         | \$0         | \$7,500     | \$7,500     | \$7,500     |
| 5516 | COMM CONN FOR CHILD CARE       | \$9,467     | \$9,500     | \$9,501     | \$8,576     | \$9,500     | \$9,500     | \$9,500     |
| 5517 | INDY FATHERS DAY DERBY         | \$0         | \$0         | \$0         | \$0         | \$7,500     | \$7,500     | \$7,500     |
| 5519 | VISITOR CENTER CONTRIBUTION    | \$15,000    | \$15,000    | \$15,000    | \$15,000    | \$15,000    | \$15,000    | \$15,000    |
| 5520 | INYO ARTS COUNCIL CONTRIBUTION | \$37,173    | \$37,173    | \$37,173    | \$37,173    | \$37,173    | \$37,173    | \$37,173    |
| 5521 | LAWS RR MUSEUM CONTRIBUTION    | \$24,516    | \$24,516    | \$24,516    | \$24,516    | \$24,516    | \$24,516    | \$24,516    |
| 5523 | WILD IRIS CONTRIBUTION         | \$14,087    | \$14,121    | \$14,122    | \$14,088    | \$14,121    | \$14,121    | \$14,121    |
| 5524 | BIG PINE DREBY                 | \$0         | \$0         | \$0         | \$0         | \$7,500     | \$7,500     | \$7,500     |
| 5527 | CAL EXPO EXHIBIT               | \$13,000    | \$13,000    | \$13,000    | \$9,681     | \$13,000    | \$13,000    | \$13,000    |
| 5528 | TRI COUNTY FAIR/RODEO          | \$15,000    | \$15,000    | \$15,000    | \$15,000    | \$15,000    | \$15,000    | \$15,000    |
| 5529 | TRIAL COURT MOE                | \$682,042   | \$671,036   | \$668,395   | \$657,200   | \$670,438   | \$670,438   | \$670,438   |
| 5531 | CALIFORNIA INDIAN LEGAL SERVIC | \$7,600     | \$7,600     | \$7,600     | \$7,600     | \$7,600     | \$7,600     | \$7,600     |
| 5533 | EAST SIERRA AVALANCHE SOCIETY  | \$2,375     | \$4,750     | \$4,750     | \$4,750     | \$4,750     | \$4,750     | \$4,750     |
| 5535 | INYO COUNTY FILM COMMISSION    | \$29,491    | \$38,100    | \$38,100    | \$27,725    | \$38,100    | \$38,100    | \$38,100    |
| 5537 | MT. WHITNEY FISH HATCHERY      | \$9,500     | \$9,500     | \$9,500     | \$9,500     | \$9,500     | \$9,500     | \$9,500     |
| 5539 | OTHER AGENCY CONTRIBUTIONS     | \$419,774   | \$524,364   | \$564,834   | \$397,940   | \$437,505   | \$457,505   | \$507,505   |
| 5582 | LONE PINE EARLY OPENER DERBY   | \$0         | \$0         | \$0         | \$0         | \$7,500     | \$7,500     | \$7,500     |
| 5583 | OPENER PRESS REC/RAINBOW DAYS  | \$0         | \$0         | \$0         | \$0         | \$2,500     | \$2,500     | \$2,500     |

# COUNTY OF INYO

## BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2016      TODAY'S DATE: 09/07/2016

FOR FISCAL YEARS: 07/01/2014   -   06/30/2017

|                                |                                | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|--------------------------------|--------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| 5584                           | COORDINATED PROMOTION          | \$0                          | \$0                             | \$0                             | \$0                          | \$2,500                         | \$2,500                     | \$2,500                         |
| 5585                           | VISITOR GUIDE                  | \$0                          | \$0                             | \$0                             | \$0                          | \$8,878                         | \$8,878                     | \$8,878                         |
| 5586                           | CAL HIGH SCHOOL RODEO FINALS   | \$0                          | \$0                             | \$0                             | \$0                          | \$8,522                         | \$8,522                     | \$8,522                         |
| 5587                           | WILD WEST MARATHON             | \$0                          | \$0                             | \$0                             | \$0                          | \$6,066                         | \$6,066                     | \$6,066                         |
| 5588                           | LAWYER BENEFIT CONCERT         | \$0                          | \$0                             | \$0                             | \$0                          | \$2,522                         | \$2,522                     | \$2,522                         |
| 5589                           | DEATH VALLEY VISITORS GUIDE    | \$0                          | \$0                             | \$0                             | \$0                          | \$6,314                         | \$6,314                     | \$6,314                         |
| 5590                           | IMAGES OF INYO PHOTO CONTEST   | \$0                          | \$0                             | \$0                             | \$0                          | \$6,714                         | \$6,714                     | \$6,714                         |
|                                | OTHER CHARGES                  | \$2,706,476                  | \$3,369,374                     | \$3,591,596                     | \$2,952,251                  | \$3,588,792                     | \$3,748,792                 | \$3,798,792                     |
| 5561                           | PRINCIPAL ON NOTES PAYABLE     | \$58,521                     | \$64,902                        | \$64,902                        | \$64,901                     | \$65,577                        | \$65,577                    | \$65,577                        |
|                                | DEBT SERVICE PRINCIPAL         | \$58,521                     | \$64,902                        | \$64,902                        | \$64,901                     | \$65,577                        | \$65,577                    | \$65,577                        |
| 5553                           | INTEREST ON NOTES              | \$15,578                     | \$9,199                         | \$9,199                         | \$9,198                      | \$8,524                         | \$8,524                     | \$8,524                         |
|                                | DEBT SERVICE INTEREST          | \$15,578                     | \$9,199                         | \$9,199                         | \$9,198                      | \$8,524                         | \$8,524                     | \$8,524                         |
| 5620                           | INFRASTRUCTURE                 | \$8,889                      | \$78,900                        | \$123,531                       | \$73,230                     | \$0                             | \$0                         | \$0                             |
| 5640                           | STRUCTURES & IMPROVEMENTS      | \$299,492                    | \$106,500                       | \$115,600                       | \$115,585                    | \$6,500                         | \$6,500                     | \$6,500                         |
| 5650                           | EQUIPMENT                      | \$102,721                    | \$61,903                        | \$288,837                       | \$246,967                    | \$202,500                       | \$114,500                   | \$114,500                       |
| 5655                           | VEHICLES                       | \$32,348                     | \$30,000                        | \$68,456                        | \$68,456                     | \$29,645                        | \$29,645                    | \$29,645                        |
| 5700                           | CONSTRUCTION IN PROGRESS       | \$0                          | \$0                             | \$85,000                        | \$1,326                      | \$101,500                       | \$101,500                   | \$101,500                       |
|                                | FIXED ASSETS                   | \$443,451                    | \$277,303                       | \$681,424                       | \$505,565                    | \$340,145                       | \$252,145                   | \$252,145                       |
| 5801                           | OPERATING TRANSFERS OUT        | \$743,909                    | \$750,114                       | \$1,155,497                     | \$1,021,302                  | \$84,038                        | \$741,497                   | \$796,497                       |
|                                | OTHER FINANCING USES           | \$743,909                    | \$750,114                       | \$1,155,497                     | \$1,021,302                  | \$84,038                        | \$741,497                   | \$796,497                       |
| 5901                           | CONTINGENCIES                  | \$0                          | \$539,353                       | \$379,717                       | \$0                          | \$658,929                       | \$381,717                   | \$482,070                       |
| 5902                           | CONTINGENCIES - PY ENCUMBRANCE | \$0                          | \$0                             | \$189,794                       | \$0                          | \$0                             | \$0                         | \$0                             |
|                                | RESERVES                       | \$0                          | \$539,353                       | \$569,511                       | \$0                          | \$658,929                       | \$381,717                   | \$482,070                       |
|                                | TOTAL EXPENSES:                | \$46,686,726                 | \$53,988,492                    | \$55,558,111                    | \$48,530,621                 | \$56,119,338                    | \$56,726,177                | \$56,931,530                    |
| <b>FUND: 0001 GENERAL FUND</b> |                                | \$704,001                    | (\$3,654,123)                   | (\$4,467,352)                   | \$398,193                    | (\$3,939,168)                   | (\$3,654,123)               | (\$3,859,476)                   |

**COUNTY OF INYO**

**BUD002F - BUDGET REQUESTS**

RUNDATE: 06/30/2016      TODAY'S DATE: 09/07/2016

FOR FISCAL YEARS: 07/01/2014    -    06/30/2017

|                   |            | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|-------------------|------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| COUNTY TOTALS FOR | REVENUES:  | \$47,390,727                 | \$50,334,369                    | \$51,090,759                    | \$48,928,814                 | \$52,180,170                    | \$53,072,054                | \$53,072,054                    |
|                   | EXPENSES:  | (\$46,686,726)               | (\$53,988,492)                  | (\$55,558,111)                  | (\$48,530,621)               | (\$56,119,338)                  | (\$56,726,177)              | (\$56,931,530)                  |
|                   | REPORT NET | \$704,001                    | (\$3,654,123)                   | (\$4,467,352)                   | \$398,193                    | (\$3,939,168)                   | (\$3,654,123)               | (\$3,859,476)                   |

# COUNTY OF INYO

## BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2016    TODAY'S DATE: 09/07/2016  
 FOR FISCAL YEARS: 07/01/2014    -    06/30/2017

|                                      | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|--------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| REVENUES:                            |                              |                                 |                                 |                              |                                 |                             |                                 |
| 4061 - LOCAL TRANSPORTATION TAX      | \$68,743                     | \$74,579                        | \$74,579                        | \$85,138                     | \$85,588                        | \$85,588                    | \$85,588                        |
| 4085 - TRANSACTION & USE TAX         | \$1,506,129                  | \$1,350,000                     | \$1,350,000                     | \$1,308,042                  | \$1,300,000                     | \$1,300,000                 | \$1,300,000                     |
| TAXES - SALES                        | \$1,574,872                  | \$1,424,579                     | \$1,424,579                     | \$1,393,181                  | \$1,385,588                     | \$1,385,588                 | \$1,385,588                     |
| 4141 - ROAD PRIVILEGES & PERMITS     | \$17,494                     | \$15,000                        | \$15,000                        | \$17,950                     | \$15,000                        | \$15,000                    | \$15,000                        |
| 4185 - COMMERCIAL TRASH COLLECT PRMT | \$325,442                    | \$300,000                       | \$300,000                       | \$327,920                    | \$315,000                       | \$315,000                   | \$315,000                       |
| LICENSES & PERMITS                   | \$342,936                    | \$315,000                       | \$315,000                       | \$345,871                    | \$330,000                       | \$330,000                   | \$330,000                       |
| 4213 - FISH & GAME FINES             | \$9,593                      | \$4,000                         | \$6,700                         | \$6,758                      | \$5,000                         | \$6,800                     | \$6,800                         |
| FINES & FORFEITURES                  | \$9,593                      | \$4,000                         | \$6,700                         | \$6,758                      | \$5,000                         | \$6,800                     | \$6,800                         |
| 4321 - CABLE TV LEASE                | \$58,630                     | \$29,315                        | \$29,315                        | \$0                          | \$29,315                        | \$29,315                    | \$29,315                        |
| 4331 - AUTO PARKING                  | \$21,063                     | \$18,100                        | \$18,100                        | \$25,233                     | \$18,100                        | \$20,400                    | \$20,400                        |
| 4333 - HANGER RENT                   | \$112,208                    | \$113,506                       | \$113,506                       | \$116,634                    | \$113,506                       | \$113,506                   | \$113,506                       |
| 4334 - TIE DOWN FEES                 | \$14,515                     | \$12,600                        | \$12,600                        | \$12,571                     | \$12,600                        | \$12,600                    | \$12,600                        |
| 4336 - RENT-A-CAR LEASE              | \$2,190                      | \$1,800                         | \$1,800                         | \$1,500                      | \$1,800                         | \$1,800                     | \$1,800                         |
| 4338 - RAMP FEES                     | \$13,776                     | \$9,700                         | \$9,700                         | \$16,330                     | \$9,700                         | \$13,000                    | \$13,000                        |
| 4340 - HANGAR ONE AERO               | \$4,752                      | \$4,752                         | \$4,752                         | \$4,752                      | \$4,752                         | \$4,752                     | \$4,752                         |
| RENTS & LEASES                       | \$227,134                    | \$189,773                       | \$189,773                       | \$177,021                    | \$189,773                       | \$195,373                   | \$195,373                       |
| 4301 - INTEREST FROM TREASURY        | \$42,731                     | \$28,409                        | \$29,618                        | \$102,849                    | \$48,975                        | \$54,475                    | \$54,475                        |
| 4311 - RENTS                         | \$165,359                    | \$105,500                       | \$105,500                       | \$105,467                    | \$105,500                       | \$105,500                   | \$105,500                       |
| 4316 - STATHAM HALL RENT             | \$650                        | \$900                           | \$1,000                         | \$1,377                      | \$1,000                         | \$1,350                     | \$1,350                         |
| 4317 - BIG PINE LEGION HALL RENT     | \$613                        | \$500                           | \$750                           | \$604                        | \$500                           | \$600                       | \$600                           |
| 4318 - INDEPENDENCE LEGION HALL RENT | \$35                         | \$100                           | \$100                           | \$27                         | \$100                           | \$100                       | \$100                           |
| REV USE OF MONEY & PROPERTY          | \$209,389                    | \$135,409                       | \$136,968                       | \$210,326                    | \$156,075                       | \$162,025                   | \$162,025                       |
| 4401 - STATE AID FOR AVIATION        | \$40,000                     | \$40,000                        | \$40,000                        | \$40,000                     | \$40,000                        | \$40,000                    | \$40,000                        |
| 4460 - REALIGNMENT - 2011            | \$205,149                    | \$552,524                       | \$550,449                       | \$214,614                    | \$808,111                       | \$725,935                   | \$725,935                       |
| 4471 - STATE HIGHWAY USERS TAX       | \$3,718,556                  | \$2,664,564                     | \$2,664,564                     | \$2,733,637                  | \$2,367,004                     | \$2,367,004                 | \$2,367,004                     |
| 4475 - OFF HIGHWAY VEHICLE           | \$684                        | \$684                           | \$684                           | \$675                        | \$0                             | \$0                         | \$0                             |
| 4478 - FAMILY SUPPORT REIM - STATE   | \$385,518                    | \$478,501                       | \$478,501                       | \$427,611                    | \$472,462                       | \$452,307                   | \$452,307                       |
| 4479 - STATE SUBVENTIONS             | \$269,596                    | \$230,000                       | \$230,000                       | \$252,593                    | \$230,000                       | \$230,000                   | \$230,000                       |
| 4484 - REGIONAL SURFACE TRANS FUNDS  | \$773,353                    | \$735,448                       | \$941,052                       | \$941,052                    | \$910,807                       | \$910,807                   | \$910,807                       |
| 4497 - STATE MANDATE PROGRAMS        | \$384,842                    | \$0                             | \$0                             | \$107,192                    | \$0                             | \$0                         | \$0                             |
| 4498 - STATE GRANTS                  | \$445,077                    | \$719,188                       | \$1,315,434                     | \$495,834                    | \$752,892                       | \$752,892                   | \$752,892                       |
| 4499 - STATE OTHER                   | \$696,487                    | \$3,812,699                     | \$3,780,236                     | \$499,338                    | \$4,174,177                     | \$4,174,177                 | \$4,174,177                     |

ATTACHMENT B

# COUNTY OF INYO

## BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2016    TODAY'S DATE: 09/07/2016  
 FOR FISCAL YEARS: 07/01/2014    -    06/30/2017

|                                       | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|---------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| 4521 - FEDERAL FOREST RESERVE         | \$229,283                    | \$200,000                       | \$200,000                       | \$233,894                    | \$200,000                       | \$200,000                   | \$200,000                       |
| 4531 - GRAZING FEES                   | \$972                        | \$0                             | \$0                             | \$1,514                      | \$0                             | \$0                         | \$0                             |
| 4552 - FEDERAL OTHER                  | \$1,133,639                  | \$5,858,211                     | \$5,840,714                     | \$2,806,246                  | \$5,536,354                     | \$5,536,354                 | \$5,536,354                     |
| 4554 - FAMILY SUPPORT ADMIN REIMBURSE | \$607,844                    | \$812,312                       | \$812,312                       | \$664,346                    | \$917,132                       | \$878,010                   | \$878,010                       |
| 4555 - FEDERAL GRANTS                 | \$2,253,111                  | \$5,523,173                     | \$5,200,429                     | \$3,112,010                  | \$2,375,345                     | \$2,375,345                 | \$2,375,345                     |
| 4562 - COUNTY CONTRIBUTION            | \$5,000                      | \$5,000                         | \$5,000                         | \$5,000                      | \$160,027                       | \$5,000                     | \$5,000                         |
| 4563 - CONTRIBUTION FROM DWP          | \$1,741,450                  | \$1,885,254                     | \$1,885,254                     | \$1,563,579                  | \$1,802,965                     | \$1,792,965                 | \$1,792,965                     |
| 4599 - OTHER AGENCIES                 | \$61,592                     | \$90,000                        | \$255,519                       | \$209,898                    | \$101,529                       | \$101,529                   | \$101,529                       |
| AID FROM OTHER GOVT AGENCIES          | \$12,952,158                 | \$23,607,558                    | \$24,200,148                    | \$14,309,037                 | \$20,848,805                    | \$20,542,325                | \$20,542,325                    |
| 4676 - RESTITUTION                    | \$0                          | \$0                             | \$0                             | \$390                        | \$800                           | \$800                       | \$800                           |
| 4727 - ABATEMENT FEES                 | \$396,722                    | \$380,000                       | \$380,000                       | \$396,645                    | \$400,000                       | \$400,000                   | \$400,000                       |
| 4728 - SOLID WASTE FEES               | \$634,210                    | \$500,000                       | \$520,000                       | \$586,494                    | \$530,000                       | \$550,000                   | \$550,000                       |
| 4735 - SW FEES - BISHOP - SUNLAND     | \$94,785                     | \$110,000                       | \$90,000                        | \$105,533                    | \$95,000                        | \$99,000                    | \$99,000                        |
| 4736 - SW FEES - BIG PINE TRANSFER    | \$7,833                      | \$8,000                         | \$8,000                         | \$8,879                      | \$8,000                         | \$8,000                     | \$8,000                         |
| 4737 - SW FEES - INDEPENDENCE         | \$12,125                     | \$12,000                        | \$12,000                        | \$12,502                     | \$11,000                        | \$12,000                    | \$12,000                        |
| 4738 - SW FEES - LONE PINE            | \$25,702                     | \$24,000                        | \$24,000                        | \$30,269                     | \$29,000                        | \$29,000                    | \$29,000                        |
| 4742 - PATIENT PAYMENTS               | \$3,378                      | \$6,000                         | \$8,053                         | \$22,804                     | \$6,000                         | \$6,000                     | \$6,000                         |
| 4743 - D.U.I. TRUST                   | \$59,817                     | \$59,732                        | \$79,732                        | \$90,549                     | \$80,000                        | \$80,000                    | \$80,000                        |
| 4747 - INSURANCE PAYMENTS             | \$0                          | \$40,000                        | \$297,959                       | \$298,091                    | \$0                             | \$0                         | \$0                             |
| 4751 - SEPTAGE POND FEES              | \$30,940                     | \$26,000                        | \$26,000                        | \$33,540                     | \$29,000                        | \$29,000                    | \$29,000                        |
| 4801 - WATER SERVICE                  | \$300,361                    | \$388,960                       | \$388,960                       | \$386,115                    | \$388,960                       | \$388,960                   | \$388,960                       |
| 4815 - PROJECT REIMBURSABLES          | \$214,761                    | \$49,270                        | \$72,131                        | \$176,572                    | \$96,920                        | \$96,920                    | \$96,920                        |
| 4817 - LAFCO FEES                     | \$0                          | \$4,000                         | \$4,000                         | \$1,600                      | \$17,065                        | \$17,065                    | \$17,065                        |
| 4818 - MOTOR POOL CHARGES             | \$1,501,815                  | \$1,228,409                     | \$1,228,409                     | \$1,206,134                  | \$1,353,000                     | \$1,353,000                 | \$1,353,000                     |
| 4819 - SERVICES & FEES                | \$94,871                     | \$94,428                        | \$94,428                        | \$99,590                     | \$90,428                        | \$92,500                    | \$92,500                        |
| 4821 - INTRA COUNTY CHARGES           | \$1,246                      | \$5,400                         | \$988                           | \$293                        | \$83,176                        | \$1,000                     | \$1,000                         |
| 4822 - INTRA COUNTY INSURANCE ADMIN   | \$1,557,012                  | \$1,712,691                     | \$1,712,691                     | \$1,697,038                  | \$1,774,517                     | \$1,774,517                 | \$1,774,517                     |
| 4823 - TECH REFRESH REVENUE           | \$168,037                    | \$176,084                       | \$176,084                       | \$171,826                    | \$266,245                       | \$266,245                   | \$266,245                       |
| 4824 - INTER GOVERNMENT CHARGES       | \$5,500                      | \$0                             | \$50,659                        | \$8,464                      | \$0                             | \$0                         | \$0                             |
| 4825 - OTHER CURRENT CHARGES          | \$537,901                    | \$559,374                       | \$559,374                       | \$540,813                    | \$566,379                       | \$566,379                   | \$566,379                       |
| 4828 - INTERNAL SHREDDING REVENUE     | \$12,496                     | \$13,000                        | \$13,000                        | \$12,874                     | \$13,390                        | \$13,390                    | \$13,390                        |
| 4931 - SALES OF AVIATION GAS          | \$217,118                    | \$202,450                       | \$202,450                       | \$216,202                    | \$202,450                       | \$202,450                   | \$202,450                       |
| 4932 - SALES OF JET A FUEL            | \$650,139                    | \$578,475                       | \$578,475                       | \$550,063                    | \$578,475                       | \$578,475                   | \$578,475                       |
| 4933 - SALES OF OIL                   | \$236                        | \$175                           | \$175                           | \$278                        | \$175                           | \$175                       | \$175                           |
| 4937 - NON TAX-JET FUEL-MILITARY      | \$384,547                    | \$337,500                       | \$337,500                       | \$210,368                    | \$250,000                       | \$250,000                   | \$250,000                       |

# COUNTY OF INYO

## BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2016    TODAY'S DATE: 09/07/2016

FOR FISCAL YEARS: 07/01/2014    -    06/30/2017

|   | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|---|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| CHARGES FOR CURRENT SERVICES                              | \$6,911,559                  | \$6,515,948                     | \$6,865,068                     | \$6,863,934                  | \$6,869,980                     | \$6,814,876                 | \$6,814,876                     |
| 4998 - OPERATING TRANSFERS IN<br>OTHER FINANCING SOURCES  | \$3,934,328<br>\$3,934,328   | \$2,349,605<br>\$2,349,605      | \$2,543,741<br>\$2,543,741      | \$1,631,490<br>\$1,631,490   | \$769,830<br>\$769,830          | \$2,212,534<br>\$2,212,534  | \$2,267,534<br>\$2,267,534      |
| 4901 - PRIOR YEARS REVENUE                                | \$0                          | \$0                             | \$300                           | \$0                          | \$0                             | \$0                         | \$0                             |
| 4911 - SALES OF FIXED ASSETS                              | (\$32,238)                   | \$12,000                        | \$31,647                        | \$48,241                     | \$75,000                        | \$75,000                    | \$75,000                        |
| 4922 - SALES OF COPIES                                    | \$88                         | \$50                            | \$62                            | \$361                        | \$100                           | \$100                       | \$100                           |
| 4936 - MISCELLANEOUS SALES                                | \$13                         | \$20                            | \$20                            | \$15                         | \$20                            | \$20                        | \$20                            |
| 4951 - DONATIONS  | \$300                        | \$6,000                         | \$13,759                        | \$5,500                      | \$6,500                         | \$14,500                    | \$14,500                        |
| 4959 - MISCELLANEOUS REVENUE                              | \$30,138                     | \$26,700                        | \$26,700                        | \$41,310                     | \$26,700                        | \$26,700                    | \$26,700                        |
| 4961 - REIMBURSED EXPENSES                                | \$12,778                     | \$0                             | \$1,281                         | \$3,871                      | \$0                             | \$0                         | \$0                             |
| 4997 - CASH OVER OR SHORT                                 | \$5                          | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| 4999 - PRIOR YEARS REIMBURSEMENTS<br>OTHER REVENUE        | \$340<br>\$11,425            | \$0<br>\$44,770                 | \$1,269<br>\$75,038             | \$24,486<br>\$123,786        | \$0<br>\$108,320                | \$0<br>\$116,320            | \$0<br>\$116,320                |
| <b>TOTAL REVENUES:</b>                                    | <b>\$26,173,400</b>          | <b>\$34,586,642</b>             | <b>\$35,757,015</b>             | <b>\$25,061,408</b>          | <b>\$30,663,371</b>             | <b>\$31,765,841</b>         | <b>\$31,820,841</b>             |
| <b>EXPENSES:</b>  |                              |                                 |                                 |                              |                                 |                             |                                 |
| 5001 - SALARIED EMPLOYEES                                 | \$4,616,545                  | \$5,207,757                     | \$5,127,813                     | \$4,640,043                  | \$5,242,433                     | \$5,173,988                 | \$5,173,988                     |
| 5003 - OVERTIME   | \$59,176                     | \$85,135                        | \$80,111                        | \$62,609                     | \$74,075                        | \$70,958                    | \$70,958                        |
| 5004 - STANDBY TIME                                       | \$19,314                     | \$18,500                        | \$21,000                        | \$20,517                     | \$19,000                        | \$19,000                    | \$19,000                        |
| 5005 - HOLIDAY OVERTIME                                   | \$2,837                      | \$4,579                         | \$7,079                         | \$4,441                      | \$4,832                         | \$4,832                     | \$4,832                         |
| 5012 - PART TIME EMPLOYEES                                | \$277,769                    | \$453,054                       | \$485,691                       | \$366,864                    | \$443,964                       | \$449,117                   | \$449,117                       |
| 5021 - RETIREMENT & SOCIAL SECURITY                       | \$377,242                    | \$442,628                       | \$441,726                       | \$386,576                    | \$446,387                       | \$441,552                   | \$441,552                       |
| 5022 - PERS RETIREMENT                                    | \$1,094,767                  | \$1,273,105                     | \$1,264,345                     | \$1,134,326                  | \$1,313,317                     | \$1,295,777                 | \$1,295,777                     |
| 5025 - RETIREE HEALTH BENEFITS                            | \$380,104                    | \$400,213                       | \$400,213                       | \$427,395                    | \$511,109                       | \$511,109                   | \$511,109                       |
| 5031 - MEDICAL INSURANCE                                  | \$830,103                    | \$1,070,817                     | \$990,501                       | \$780,132                    | \$1,083,688                     | \$1,065,278                 | \$1,065,278                     |
| 5032 - DISABILITY INSURANCE                               | \$42,473                     | \$55,209                        | \$55,079                        | \$39,561                     | \$56,414                        | \$55,785                    | \$55,785                        |
| 5042 - SICK LEAVE BUY OUT                                 | \$34,110                     | \$40,943                        | \$40,449                        | \$27,182                     | \$46,079                        | \$46,197                    | \$46,197                        |
| 5043 - OTHER BENEFITS                                     | \$118,880                    | \$81,822                        | \$125,610                       | \$119,871                    | \$97,293                        | \$97,293                    | \$97,293                        |
| 5045 - COMPENSATED ABSENCE EXPENSE<br>SALARIES & BENEFITS | \$11,157<br>\$7,864,481      | \$0<br>\$9,133,762              | \$0<br>\$9,039,617              | \$0<br>\$8,009,521           | \$0<br>\$9,338,591              | \$0<br>\$9,230,886          | \$0<br>\$9,230,886              |
| 5112 - PERSONAL & SAFETY EQUIPMENT                        | \$19,020                     | \$19,806                        | \$21,344                        | \$15,359                     | \$16,455                        | \$16,455                    | \$16,455                        |
| 5122 - CELL PHONES  | \$6,411                      | \$7,927                         | \$8,634                         | \$7,063                      | \$7,393                         | \$7,343                     | \$7,343                         |
| 5131 - FOOD & HOUSEHOLD SUPPLIES                          | \$194,264                    | \$127,228                       | \$133,867                       | \$175,907                    | \$123,830                       | \$121,829                   | \$121,829                       |
| 5153 - FIRE & CASUALTY INSURANCE                          | \$5,900                      | \$6,600                         | \$6,600                         | \$5,900                      | \$6,500                         | \$6,500                     | \$6,500                         |

**COUNTY OF INYO**

**BUD002FS - BUDGET REQUESTS**

RUNDATE: 06/30/2016    TODAY'S DATE: 09/07/2016  
 FOR FISCAL YEARS: 07/01/2014    -    06/30/2017

|                                       | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|---------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| 5154 - UNEMPLOYMENT INSURANCE         | \$16,984                     | \$27,000                        | \$26,000                        | \$12,258                     | \$15,500                        | \$14,100                    | \$14,100                        |
| 5156 - INSURANCE CLAIMS               | \$100,677                    | \$110,000                       | \$110,000                       | \$6,841                      | \$135,000                       | \$135,000                   | \$135,000                       |
| 5158 - INSURANCE PREMIUM              | \$1,129,191                  | \$1,234,557                     | \$1,221,657                     | \$1,167,480                  | \$1,129,400                     | \$1,129,400                 | \$1,129,400                     |
| 5171 - MAINTENANCE OF EQUIPMENT       | \$164,168                    | \$228,018                       | \$230,220                       | \$149,783                    | \$210,016                       | \$210,016                   | \$210,016                       |
| 5173 - MAINTENANCE OF EQUIPMENT-MATER | \$253,715                    | \$254,812                       | \$311,507                       | \$232,339                    | \$255,861                       | \$255,861                   | \$255,861                       |
| 5175 - MAINTENANCE - FUEL & LUBRICANT | \$292,511                    | \$301,000                       | \$291,100                       | \$260,647                    | \$293,000                       | \$276,000                   | \$276,000                       |
| 5178 - MOTOR POOL FUEL                | \$398,596                    | \$532,000                       | \$532,000                       | \$338,339                    | \$472,000                       | \$472,000                   | \$472,000                       |
| 5182 - MAINTENANCE OF GROUNDS         | \$66                         | \$500                           | \$500                           | \$28                         | \$500                           | \$500                       | \$500                           |
| 5191 - MAINTENANCE OF STRUCTURES      | \$9,341                      | \$249,900                       | \$298,758                       | \$84,779                     | \$224,400                       | \$326,351                   | \$326,351                       |
| 5199 - MAINT OF STRUCTURES-MATERIALS  | \$3,625                      | \$8,317                         | \$8,897                         | \$4,081                      | \$8,778                         | \$8,778                     | \$8,778                         |
| 5211 - MEMBERSHIPS                    | \$4,220                      | \$4,850                         | \$4,530                         | \$4,529                      | \$4,850                         | \$4,850                     | \$4,850                         |
| 5232 - OFFICE & OTHER EQUIP < \$5,000 | \$259,772                    | \$357,334                       | \$525,280                       | \$296,528                    | \$326,861                       | \$326,111                   | \$326,111                       |
| 5260 - HEALTH - EMPLOYEE PHYSICALS    | \$5,733                      | \$8,050                         | \$10,000                        | \$3,939                      | \$4,850                         | \$4,850                     | \$4,850                         |
| 5263 - ADVERTISING                    | \$12,870                     | \$25,595                        | \$35,075                        | \$19,208                     | \$34,125                        | \$33,025                    | \$33,025                        |
| 5265 - PROFESSIONAL & SPECIAL SERVICE | \$2,752,391                  | \$4,690,800                     | \$6,420,636                     | \$3,112,744                  | \$6,696,521                     | \$6,683,021                 | \$6,683,021                     |
| 5281 - RENTS & LEASES-EQUIPMENT       | \$10,861                     | \$241,096                       | \$236,596                       | \$161,136                    | \$387,200                       | \$387,200                   | \$387,200                       |
| 5291 - OFFICE, SPACE & SITE RENTAL    | \$197,850                    | \$222,407                       | \$238,402                       | \$225,175                    | \$242,828                       | \$242,628                   | \$242,628                       |
| 5301 - SMALL TOOLS & INSTRUMENTS      | \$8,416                      | \$9,375                         | \$13,781                        | \$13,000                     | \$12,200                        | \$12,200                    | \$12,200                        |
| 5309 - ROAD MATERIALS                 | \$286,951                    | \$230,000                       | \$55,000                        | \$47,506                     | \$15,785                        | \$15,785                    | \$15,785                        |
| 5310 - ROAD SIGNS & PAINT             | \$41,284                     | \$20,000                        | \$33,591                        | \$16,468                     | \$20,000                        | \$20,000                    | \$20,000                        |
| 5311 - GENERAL OPERATING EXPENSE      | \$633,838                    | \$671,391                       | \$708,033                       | \$568,635                    | \$713,218                       | \$694,818                   | \$694,818                       |
| 5322 - NON OPERATING                  | \$105,433                    | \$108,266                       | \$103,266                       | \$100,177                    | \$105,000                       | \$105,000                   | \$105,000                       |
| 5331 - TRAVEL EXPENSE                 | \$41,827                     | \$90,283                        | \$106,004                       | \$63,214                     | \$83,575                        | \$83,575                    | \$83,575                        |
| 5351 - UTILITIES                      | \$165,079                    | \$155,960                       | \$167,009                       | \$150,884                    | \$160,385                       | \$160,385                   | \$160,385                       |
| 5352 - FUEL & OIL                     | \$31                         | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| 5361 - FUEL, OIL & WATER FOR RESALE   | \$992,059                    | \$899,202                       | \$899,202                       | \$629,919                    | \$811,380                       | \$811,380                   | \$811,380                       |
| 5499 - PRIOR YEAR REFUNDS             | \$81,831                     | \$0                             | \$108,554                       | \$108,545                    | \$0                             | \$0                         | \$0                             |
| SERVICES & SUPPLIES                   | \$8,194,930                  | \$10,842,274                    | \$12,866,043                    | \$7,982,424                  | \$12,517,411                    | \$12,564,961                | \$12,564,961                    |
| 5121 - INTERNAL CHARGES               | \$206,974                    | \$427,207                       | \$464,207                       | \$214,959                    | \$659,417                       | \$577,241                   | \$577,241                       |
| 5123 - TECH REFRESH EXPENSE           | \$16,498                     | \$16,158                        | \$16,158                        | \$16,158                     | \$27,626                        | \$27,626                    | \$27,626                        |
| 5124 - EXTERNAL CHARGES               | \$449,163                    | \$584,547                       | \$853,093                       | \$405,420                    | \$385,030                       | \$385,030                   | \$385,030                       |
| 5128 - INTERNAL SHREDDING CHARGES     | \$1,773                      | \$1,953                         | \$1,953                         | \$1,953                      | \$1,762                         | \$1,762                     | \$1,762                         |
| 5129 - INTERNAL COPY CHARGES (NON-IS) | \$22,273                     | \$22,178                        | \$23,166                        | \$20,458                     | \$23,358                        | \$23,358                    | \$23,358                        |
| 5152 - WORKERS COMPENSATION           | \$239,752                    | \$312,147                       | \$311,955                       | \$311,955                    | \$243,694                       | \$243,694                   | \$243,694                       |
| 5155 - PUBLIC LIABILITY INSURANCE     | \$141,783                    | \$176,251                       | \$176,875                       | \$176,875                    | \$181,205                       | \$181,205                   | \$181,205                       |

# COUNTY OF INYO

## BUD002FS - BUDGET REQUESTS

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 FOR FISCAL YEARS: 07/01/2014    -    06/30/2017

|                                       | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|---------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| 5315 - COUNTY COST PLAN               | \$505,467                    | \$506,035                       | \$506,035                       | \$506,034                    | \$869,336                       | \$869,336                   | \$869,336                       |
| 5333 - MOTOR POOL                     | \$171,613                    | \$130,865                       | \$137,123                       | \$118,034                    | \$151,733                       | \$151,733                   | \$151,733                       |
| INTERNAL CHARGES                      | \$1,755,298                  | \$2,177,341                     | \$2,490,565                     | \$1,771,849                  | \$2,543,161                     | \$2,460,985                 | \$2,460,985                     |
| 5501 - SUPPORT & CARE OF PERSONS      | \$0                          | \$3,000                         | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| 5539 - OTHER AGENCY CONTRIBUTIONS     | \$158,989                    | \$321,018                       | \$247,419                       | \$166,595                    | \$260,079                       | \$275,079                   | \$275,079                       |
| OTHER CHARGES                         | \$158,989                    | \$324,018                       | \$247,419                       | \$166,595                    | \$260,079                       | \$275,079                   | \$275,079                       |
| 5561 - PRINCIPAL ON NOTES PAYABLE     | \$259,532                    | \$258,378                       | \$258,378                       | \$162,035                    | \$244,433                       | \$244,433                   | \$244,433                       |
| DEBT SERVICE PRINCIPAL                | \$259,532                    | \$258,378                       | \$258,378                       | \$162,035                    | \$244,433                       | \$244,433                   | \$244,433                       |
| 5553 - INTEREST ON NOTES              | \$222,258                    | \$228,183                       | \$228,183                       | \$216,126                    | \$230,525                       | \$230,525                   | \$230,525                       |
| DEBT SERVICE INTEREST                 | \$222,258                    | \$228,183                       | \$228,183                       | \$216,126                    | \$230,525                       | \$230,525                   | \$230,525                       |
| 5600 - LAND                           | \$0                          | \$0                             | \$10,897                        | \$0                          | \$0                             | \$0                         | \$0                             |
| 5620 - INFRASTRUCTURE                 | \$0                          | \$0                             | \$0                             | \$0                          | \$95,000                        | \$15,000                    | \$15,000                        |
| 5640 - STRUCTURES & IMPROVEMENTS      | \$9,387                      | \$0                             | \$113,455                       | \$107,339                    | \$0                             | \$0                         | \$0                             |
| 5650 - EQUIPMENT                      | \$71,660                     | \$480,143                       | \$1,288,594                     | \$1,238,063                  | \$450,000                       | \$450,000                   | \$450,000                       |
| 5655 - VEHICLES                       | \$184,484                    | \$498,000                       | \$530,927                       | \$122,609                    | \$580,000                       | \$580,000                   | \$580,000                       |
| 5700 - CONSTRUCTION IN PROGRESS       | \$816,090                    | \$3,742,439                     | \$4,066,283                     | \$2,963,230                  | \$2,086,115                     | \$2,086,115                 | \$2,086,115                     |
| 5711 - ROAD PROJECT #11 SABRINA BRIDG | \$169                        | \$100,000                       | \$100,000                       | \$17,054                     | \$75,000                        | \$75,000                    | \$75,000                        |
| 5729 - SOUTH BISHOP RESURFACING       | \$76,727                     | \$1,245,094                     | \$1,264,345                     | \$1,216,114                  | \$0                             | \$0                         | \$0                             |
| 5733 - INDY TOWN REHAB                | \$37                         | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| 5734 - OAK CREEK                      | \$8,732                      | \$40,000                        | \$118,517                       | \$29,180                     | \$217,000                       | \$217,000                   | \$217,000                       |
| 5735 - CARROLL CREEK                  | \$124,333                    | \$545,000                       | \$547,532                       | \$104,431                    | \$350,000                       | \$350,000                   | \$350,000                       |
| 5736 - WALKER CREEK                   | \$119,005                    | \$485,000                       | \$528,222                       | \$92,796                     | \$350,000                       | \$350,000                   | \$350,000                       |
| 5737 - SUNLAND BICYCLE LANES          | \$40,793                     | \$714,421                       | \$714,603                       | \$592,788                    | \$0                             | \$0                         | \$0                             |
| 5738 - ED POWERS BICYCLE LANE         | \$73,301                     | \$894,950                       | \$927,286                       | \$17,528                     | \$603,000                       | \$603,000                   | \$603,000                       |
| 5739 - SEE VEE LANE EXTENSION         | \$17,394                     | \$0                             | \$1,000                         | \$589                        | \$0                             | \$0                         | \$0                             |
| 5740 - W. BISHOP RESURFACING          | \$27,048                     | \$2,894,400                     | \$2,896,415                     | \$20,225                     | \$2,885,000                     | \$2,885,000                 | \$2,885,000                     |
| 5741 - BRIDGE PREVENTION MAIN PRG     | \$0                          | \$153,500                       | \$149,500                       | \$4,164                      | \$65,000                        | \$65,000                    | \$65,000                        |
| 5742 - TRONA WILDROSE REVEGETATION    | \$0                          | \$0                             | \$0                             | \$0                          | \$100,000                       | \$100,000                   | \$100,000                       |
| 5743 - STRIPING & RUMBLE STRIP-HSIP   | \$0                          | \$0                             | \$0                             | \$0                          | \$663,100                       | \$663,100                   | \$663,100                       |
| FIXED ASSETS                          | \$1,569,169                  | \$11,792,947                    | \$13,257,576                    | \$6,526,113                  | \$8,519,215                     | \$8,439,215                 | \$8,439,215                     |
| 5799 - DEPRECIATION                   | \$599,785                    | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| DEPRECIATION                          | \$599,785                    | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| 5801 - OPERATING TRANSFERS OUT        | \$1,338,116                  | \$984,374                       | \$937,151                       | \$270,355                    | \$671,300                       | \$1,121,815                 | \$1,121,815                     |

**COUNTY OF INYO**

**BUD002FS - BUDGET REQUESTS**

RUNDATE: 06/30/2016    TODAY'S DATE: 09/07/2016

FOR FISCAL YEARS: 07/01/2014    -    06/30/2017

|                                       | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|---------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| OTHER FINANCING USES                  | \$1,338,116                  | \$984,374                       | \$937,151                       | \$270,355                    | \$671,300                       | \$1,121,815                 | \$1,121,815                     |
| 5901 - CONTINGENCIES                  | \$0                          | \$50,000                        | \$50,000                        | \$0                          | \$50,000                        | \$67,814                    | \$67,814                        |
| 5902 - CONTINGENCIES - PY ENCUMBRANCE | \$0                          | \$0                             | \$11,467                        | \$0                          | \$0                             | \$0                         | \$0                             |
| RESERVES                              | \$0                          | \$50,000                        | \$61,467                        | \$0                          | \$50,000                        | \$67,814                    | \$67,814                        |
| <b>TOTAL EXPENSES:</b>                | <b>\$21,962,561</b>          | <b>\$35,791,277</b>             | <b>\$39,386,399</b>             | <b>\$25,105,020</b>          | <b>\$34,374,715</b>             | <b>\$34,635,713</b>         | <b>\$34,635,713</b>             |
| <b>NET</b>                            | <b>\$4,210,838</b>           | <b>(\$1,204,635)</b>            | <b>(\$3,629,384)</b>            | <b>(\$43,612)</b>            | <b>(\$3,711,344)</b>            | <b>(\$2,869,872)</b>        | <b>(\$2,814,872)</b>            |

# COUNTY OF INYO

## BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2016    TODAY'S DATE: 09/07/2016

FOR FISCAL YEARS: 07/01/2014    -    06/30/2017

|                                       | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|---------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| <b>INCLUDE</b>                        |                              |                                 |                                 |                              |                                 |                             |                                 |
| <b>REVENUES:</b>                      |                              |                                 |                                 |                              |                                 |                             |                                 |
| 4381 - GEOTHERMAL ROYALTIES           | \$341,755                    | \$0                             | \$0                             | \$248,489                    | \$0                             | \$0                         | \$0                             |
| RENTS & LEASES                        | \$341,755                    | \$0                             | \$0                             | \$248,489                    | \$0                             | \$0                         | \$0                             |
| 4301 - INTEREST FROM TREASURY         | \$2,947                      | \$3,120                         | \$3,180                         | \$7,887                      | \$4,450                         | \$4,450                     | \$4,450                         |
| REV USE OF MONEY & PROPERTY           | \$2,947                      | \$3,120                         | \$3,180                         | \$7,887                      | \$4,450                         | \$4,450                     | \$4,450                         |
| 4420 - SOCIAL SERVICE REALIGNMENT     | \$0                          | \$0                             | \$49,640                        | \$0                          | \$73,973                        | \$73,973                    | \$73,973                        |
| 4460 - REALIGNMENT - 2011             | \$0                          | \$0                             | \$110,678                       | \$0                          | \$45,669                        | \$45,669                    | \$45,669                        |
| 4498 - STATE GRANTS                   | \$47,426                     | \$267,016                       | \$396,866                       | \$297,218                    | \$729,759                       | \$739,981                   | \$739,981                       |
| 4499 - STATE OTHER                    | \$432,131                    | \$0                             | \$92,062                        | \$21,770                     | \$186,400                       | \$186,400                   | \$186,400                       |
| 4501 - FEDERAL PUBLIC ASSISTANCE ADMN | \$0                          | \$0                             | \$10,825                        | \$0                          | \$10,840                        | \$10,840                    | \$10,840                        |
| 4552 - FEDERAL OTHER                  | \$0                          | \$0                             | \$6,892                         | \$3,478                      | \$32,621                        | \$32,621                    | \$32,621                        |
| 4555 - FEDERAL GRANTS                 | \$84,522                     | \$117,507                       | \$117,507                       | \$15,000                     | \$65,667                        | \$65,667                    | \$65,667                        |
| 4561 - AID FROM MONO COUNTY           | \$3,524                      | \$0                             | \$0                             | \$0                          | \$458                           | \$458                       | \$458                           |
| 4562 - COUNTY CONTRIBUTION            | \$0                          | \$5,000                         | \$5,000                         | \$0                          | \$5,000                         | \$0                         | \$0                             |
| 4599 - OTHER AGENCIES                 | \$940,959                    | \$50,000                        | \$50,000                        | \$68,231                     | \$50,000                        | \$50,000                    | \$50,000                        |
| AID FROM OTHER GOVT AGENCIES          | \$1,508,562                  | \$439,523                       | \$839,470                       | \$405,698                    | \$1,200,387                     | \$1,205,609                 | \$1,205,609                     |
| 4703 - RECORDERS MICROGRAPHIC FEES    | \$13,877                     | \$13,000                        | \$13,000                        | \$12,769                     | \$13,000                        | \$13,000                    | \$13,000                        |
| 4704 - RECORDERS SYSTEM UPDATE FEES   | \$12,291                     | \$11,000                        | \$11,000                        | \$12,310                     | \$11,000                        | \$11,000                    | \$11,000                        |
| 4705 - RECORDERS TRUNCATION PROGRAM   | \$3,409                      | \$3,500                         | \$3,500                         | \$3,246                      | \$3,000                         | \$3,000                     | \$3,000                         |
| 4812 - NSF CHARGES                    | \$0                          | \$0                             | \$0                             | \$20                         | \$0                             | \$0                         | \$0                             |
| 4819 - SERVICES & FEES                | \$7,849                      | \$9,355                         | \$9,355                         | \$906                        | \$9,406                         | \$9,406                     | \$9,406                         |
| 4824 - INTER GOVERNMENT CHARGES       | \$22,115                     | \$0                             | \$0                             | \$50                         | \$0                             | \$0                         | \$0                             |
| CHARGES FOR CURRENT SERVICES          | \$59,543                     | \$36,855                        | \$36,855                        | \$29,302                     | \$36,406                        | \$36,406                    | \$36,406                        |
| 4998 - OPERATING TRANSFERS IN         | \$167,135                    | \$15,392                        | \$336,448                       | \$393,725                    | \$1,000                         | \$15,598                    | \$15,598                        |
| OTHER FINANCING SOURCES               | \$167,135                    | \$15,392                        | \$336,448                       | \$393,725                    | \$1,000                         | \$15,598                    | \$15,598                        |
| 4959 - MISCELLANEOUS REVENUE          | \$157                        | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| OTHER REVENUE                         | \$157                        | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| <b>TOTAL REVENUES:</b>                | <b>\$2,080,102</b>           | <b>\$494,890</b>                | <b>\$1,215,953</b>              | <b>\$1,085,103</b>           | <b>\$1,242,243</b>              | <b>\$1,262,063</b>          | <b>\$1,262,063</b>              |
| <b>EXPENSES:</b>                      |                              |                                 |                                 |                              |                                 |                             |                                 |
| 5001 - SALARIED EMPLOYEES             | \$56,911                     | \$110,218                       | \$326,593                       | \$270,136                    | \$559,913                       | \$559,913                   | \$559,913                       |
| 5003 - OVERTIME                       | \$2,093                      | \$3,257                         | \$500                           | \$229                        | \$4,690                         | \$4,690                     | \$4,690                         |
| 5004 - STANDBY TIME                   | \$0                          | \$0                             | \$14,300                        | \$7,659                      | \$14,500                        | \$14,500                    | \$14,500                        |

# COUNTY OF INYO

## BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2016    TODAY'S DATE: 09/07/2016  
 FOR FISCAL YEARS: 07/01/2014    -    06/30/2017

|                                       | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|---------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| 5012 - PART TIME EMPLOYEES            | \$24,384                     | \$4,818                         | \$12,338                        | \$8,518                      | \$34,134                        | \$34,134                    | \$34,134                        |
| 5021 - RETIREMENT & SOCIAL SECURITY   | \$6,108                      | \$9,139                         | \$26,907                        | \$21,814                     | \$45,941                        | \$45,941                    | \$45,941                        |
| 5022 - PERS RETIREMENT                | \$13,898                     | \$22,771                        | \$72,070                        | \$61,608                     | \$121,037                       | \$121,037                   | \$121,037                       |
| 5025 - RETIREE HEALTH BENEFITS        | \$8,750                      | \$8,860                         | \$8,860                         | \$4,574                      | \$4,602                         | \$4,602                     | \$4,602                         |
| 5031 - MEDICAL INSURANCE              | \$13,770                     | \$26,232                        | \$56,594                        | \$42,476                     | \$148,274                       | \$148,274                   | \$148,274                       |
| 5032 - DISABILITY INSURANCE           | \$519                        | \$1,158                         | \$3,409                         | \$2,417                      | \$5,977                         | \$5,977                     | \$5,977                         |
| 5042 - SICK LEAVE BUY OUT             | \$1,113                      | \$782                           | \$2,387                         | \$2,357                      | \$3,609                         | \$3,609                     | \$3,609                         |
| 5043 - OTHER BENEFITS                 | \$0                          | \$3,628                         | \$10,056                        | \$5,997                      | \$2,891                         | \$2,891                     | \$2,891                         |
| SALARIES & BENEFITS                   | \$127,551                    | \$190,863                       | \$534,014                       | \$427,790                    | \$945,568                       | \$945,568                   | \$945,568                       |
| 5112 - PERSONAL & SAFETY EQUIPMENT    | \$242                        | \$1,000                         | \$1,000                         | \$238                        | \$1,500                         | \$1,500                     | \$1,500                         |
| 5122 - CELL PHONES                    | \$1,400                      | \$168                           | \$771                           | \$660                        | \$1,232                         | \$1,232                     | \$1,232                         |
| 5131 - FOOD & HOUSEHOLD SUPPLIES      | \$0                          | \$2,000                         | \$2,000                         | \$0                          | \$0                             | \$0                         | \$0                             |
| 5154 - UNEMPLOYMENT INSURANCE         | \$14,772                     | \$14,000                        | \$14,000                        | \$10,190                     | \$14,000                        | \$14,000                    | \$14,000                        |
| 5171 - MAINTENANCE OF EQUIPMENT       | \$1,005                      | \$2,000                         | \$1,500                         | \$1,342                      | \$1,700                         | \$1,700                     | \$1,700                         |
| 5173 - MAINTENANCE OF EQUIPMENT-MATER | \$855                        | \$100                           | \$300                           | \$102                        | \$200                           | \$200                       | \$200                           |
| 5191 - MAINTENANCE OF STRUCTURES      | \$5,669                      | \$40,786                        | \$38,211                        | \$31,545                     | \$0                             | \$0                         | \$0                             |
| 5232 - OFFICE & OTHER EQUIP < \$5,000 | \$9,385                      | \$1,500                         | \$3,445                         | \$2,213                      | \$3,400                         | \$3,400                     | \$3,400                         |
| 5260 - HEALTH - EMPLOYEE PHYSICALS    | \$0                          | \$0                             | \$1,100                         | \$150                        | \$200                           | \$200                       | \$200                           |
| 5263 - ADVERTISING                    | \$0                          | \$12,031                        | \$14,700                        | \$8,851                      | \$11,922                        | \$11,522                    | \$11,522                        |
| 5265 - PROFESSIONAL & SPECIAL SERVICE | \$47,862                     | \$538,347                       | \$585,740                       | \$254,422                    | \$323,586                       | \$322,414                   | \$322,414                       |
| 5281 - RENTS & LEASES-EQUIPMENT       | \$0                          | \$200                           | \$2,575                         | \$2,574                      | \$200                           | \$200                       | \$200                           |
| 5291 - OFFICE, SPACE & SITE RENTAL    | \$8,039                      | \$7,032                         | \$12,017                        | \$6,918                      | \$15,720                        | \$15,720                    | \$15,720                        |
| 5301 - SMALL TOOLS & INSTRUMENTS      | \$0                          | \$500                           | \$0                             | \$0                          | \$500                           | \$500                       | \$500                           |
| 5311 - GENERAL OPERATING EXPENSE      | \$18,750                     | \$48,637                        | \$61,476                        | \$30,569                     | \$60,613                        | \$60,613                    | \$60,613                        |
| 5331 - TRAVEL EXPENSE                 | \$8,213                      | \$22,770                        | \$26,450                        | \$6,089                      | \$40,536                        | \$40,536                    | \$40,536                        |
| 5351 - UTILITIES                      | \$2,953                      | \$5,995                         | \$6,505                         | \$6,077                      | \$7,636                         | \$7,636                     | \$7,636                         |
| 5499 - PRIOR YEAR REFUNDS             | \$7,309                      | \$0                             | \$4,567                         | \$4,567                      | \$0                             | \$0                         | \$0                             |
| SERVICES & SUPPLIES                   | \$126,459                    | \$697,066                       | \$776,357                       | \$366,513                    | \$482,945                       | \$481,373                   | \$481,373                       |
| 5121 - INTERNAL CHARGES               | \$10,389                     | \$16,524                        | \$21,750                        | \$5,889                      | \$18,500                        | \$18,500                    | \$18,500                        |
| 5123 - TECH REFRESH EXPENSE           | \$258                        | \$258                           | \$258                           | \$258                        | \$0                             | \$0                         | \$0                             |
| 5124 - EXTERNAL CHARGES               | \$118,639                    | \$39,337                        | \$44,619                        | \$19,242                     | \$37,620                        | \$22,950                    | \$22,950                        |
| 5128 - INTERNAL SHREDDING CHARGES     | \$96                         | \$106                           | \$106                           | \$106                        | \$95                            | \$95                        | \$95                            |
| 5129 - INTERNAL COPY CHARGES (NON-IS) | \$117                        | \$278                           | \$1,460                         | \$282                        | \$1,785                         | \$1,785                     | \$1,785                         |
| 5152 - WORKERS COMPENSATION           | \$1,081                      | \$2,489                         | \$5,673                         | \$5,673                      | \$3,692                         | \$3,692                     | \$3,692                         |
| 5155 - PUBLIC LIABILITY INSURANCE     | \$607                        | \$1,579                         | \$7,585                         | \$7,584                      | \$2,882                         | \$2,882                     | \$2,882                         |

# COUNTY OF INYO

## BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2016    TODAY'S DATE: 09/07/2016

FOR FISCAL YEARS: 07/01/2014    -    06/30/2017

|                                       | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|---------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| 5315 - COUNTY COST PLAN               | \$2,688                      | \$6,406                         | \$6,406                         | \$6,405                      | \$28,287                        | \$28,287                    | \$28,287                        |
| 5333 - MOTOR POOL                     | \$13,798                     | \$17,560                        | \$18,784                        | \$12,448                     | \$25,921                        | \$25,921                    | \$25,921                        |
| INTERNAL CHARGES                      | \$147,674                    | \$84,537                        | \$106,641                       | \$57,891                     | \$118,782                       | \$104,112                   | \$104,112                       |
| 5501 - SUPPORT & CARE OF PERSONS      | \$0                          | \$0                             | \$8,463                         | \$163                        | \$5,000                         | \$5,000                     | \$5,000                         |
| 5539 - OTHER AGENCY CONTRIBUTIONS     | \$0                          | \$225,000                       | \$275,000                       | \$204,235                    | \$50,000                        | \$50,000                    | \$50,000                        |
| OTHER CHARGES                         | \$0                          | \$225,000                       | \$283,463                       | \$204,398                    | \$55,000                        | \$55,000                    | \$55,000                        |
| 5630 - LAND IMPROVEMENTS              | \$0                          | \$75,000                        | \$89,684                        | \$89,683                     | \$0                             | \$0                         | \$0                             |
| 5640 - STRUCTURES & IMPROVEMENTS      | \$473,161                    | \$40,900                        | \$47,584                        | \$40,900                     | \$0                             | \$0                         | \$0                             |
| 5650 - EQUIPMENT                      | \$0                          | \$270,609                       | \$171,000                       | \$80,806                     | \$22,000                        | \$62,000                    | \$62,000                        |
| FIXED ASSETS                          | \$473,161                    | \$386,509                       | \$308,268                       | \$211,390                    | \$22,000                        | \$62,000                    | \$62,000                        |
| 5801 - OPERATING TRANSFERS OUT        | \$243,775                    | \$415,639                       | \$579,698                       | \$453,054                    | \$0                             | \$542,958                   | \$542,958                       |
| 5850 - IN KIND CONTRIBUTION           | \$0                          | \$10,000                        | \$10,000                        | \$0                          | \$0                             | \$0                         | \$0                             |
| OTHER FINANCING USES                  | \$243,775                    | \$425,639                       | \$589,698                       | \$453,054                    | \$0                             | \$542,958                   | \$542,958                       |
| 5902 - CONTINGENCIES - PY ENCUMBRANCE | \$0                          | \$0                             | \$21,447                        | \$0                          | \$0                             | \$0                         | \$0                             |
| RESERVES                              | \$0                          | \$0                             | \$21,447                        | \$0                          | \$0                             | \$0                         | \$0                             |
| <b>TOTAL EXPENSES:</b>                | \$1,118,623                  | \$2,009,614                     | \$2,619,888                     | \$1,721,038                  | \$1,624,295                     | \$2,191,011                 | \$2,191,011                     |
| <b>NET INCLUDE</b>                    | \$5,172,317                  | (\$2,719,359)                   | (\$5,033,319)                   | (\$679,547)                  | (\$4,093,396)                   | (\$3,798,820)               | (\$3,743,820)                   |

## COUNTY OF INYO

### BUD002FS - BUDGET REQUESTS

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|                                       | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|---------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| NOCOPY                                |                              |                                 |                                 |                              |                                 |                             |                                 |
| REVENUES:                             |                              |                                 |                                 |                              |                                 |                             |                                 |
| 4301 - INTEREST FROM TREASURY         | \$169                        | \$0                             | \$0                             | (\$1)                        | \$0                             | \$0                         | \$0                             |
| REV USE OF MONEY & PROPERTY           | \$169                        | \$0                             | \$0                             | (\$1)                        | \$0                             | \$0                         | \$0                             |
| 4430 - HEALTH REALIGNMENT             | \$32,812                     | \$30,000                        | \$45,790                        | \$27,779                     | \$39,420                        | \$39,420                    | \$39,420                        |
| 4498 - STATE GRANTS                   | \$665,937                    | \$640,559                       | \$756,149                       | \$550,637                    | \$681,819                       | \$681,819                   | \$681,819                       |
| 4499 - STATE OTHER                    | \$6,654                      | \$70,700                        | \$76,307                        | \$449                        | \$0                             | \$0                         | \$0                             |
| 4552 - FEDERAL OTHER                  | \$30,739                     | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| 4555 - FEDERAL GRANTS                 | \$397,396                    | \$355,808                       | \$912,080                       | \$276,764                    | \$1,002,127                     | \$1,002,127                 | \$1,002,127                     |
| AID FROM OTHER GOVT AGENCIES          | \$1,133,540                  | \$1,097,067                     | \$1,790,326                     | \$855,630                    | \$1,723,366                     | \$1,723,366                 | \$1,723,366                     |
| 4998 - OPERATING TRANSFERS IN         | \$7,785                      | \$0                             | \$20,000                        | \$21,946                     | \$0                             | \$0                         | \$0                             |
| OTHER FINANCING SOURCES               | \$7,785                      | \$0                             | \$20,000                        | \$21,946                     | \$0                             | \$0                         | \$0                             |
| 4959 - MISCELLANEOUS REVENUE          | \$0                          | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| 4961 - REIMBURSED EXPENSES            | \$3,923                      | \$0                             | \$0                             | (\$3,923)                    | \$0                             | \$0                         | \$0                             |
| OTHER REVENUE                         | \$3,924                      | \$0                             | \$0                             | (\$3,923)                    | \$0                             | \$0                         | \$0                             |
| <b>TOTAL REVENUES:</b>                | <b>\$1,145,419</b>           | <b>\$1,097,067</b>              | <b>\$1,810,326</b>              | <b>\$873,652</b>             | <b>\$1,723,366</b>              | <b>\$1,723,366</b>          | <b>\$1,723,366</b>              |
| EXPENSES:                             |                              |                                 |                                 |                              |                                 |                             |                                 |
| 5001 - SALARIED EMPLOYEES             | \$364,825                    | \$346,046                       | \$332,133                       | \$322,361                    | \$372,680                       | \$372,680                   | \$372,680                       |
| 5003 - OVERTIME                       | \$106                        | \$0                             | \$706                           | \$706                        | \$0                             | \$0                         | \$0                             |
| 5012 - PART TIME EMPLOYEES            | \$2,949                      | \$10,000                        | \$10,000                        | \$0                          | \$0                             | \$0                         | \$0                             |
| 5021 - RETIREMENT & SOCIAL SECURITY   | \$28,361                     | \$27,548                        | \$26,514                        | \$24,411                     | \$29,405                        | \$29,405                    | \$29,405                        |
| 5022 - PERS RETIREMENT                | \$77,699                     | \$77,189                        | \$74,365                        | \$72,049                     | \$87,352                        | \$87,352                    | \$87,352                        |
| 5031 - MEDICAL INSURANCE              | \$63,185                     | \$71,313                        | \$66,516                        | \$57,243                     | \$69,115                        | \$69,115                    | \$69,115                        |
| 5032 - DISABILITY INSURANCE           | \$3,580                      | \$3,476                         | \$3,310                         | \$2,678                      | \$3,760                         | \$3,760                     | \$3,760                         |
| 5034 - EDUCATION REIMBURSEMENT        | \$0                          | \$350                           | \$0                             | \$0                          | \$350                           | \$350                       | \$350                           |
| 5042 - SICK LEAVE BUY OUT             | \$940                        | \$1,876                         | \$1,263                         | \$944                        | \$3,442                         | \$3,442                     | \$3,442                         |
| 5043 - OTHER BENEFITS                 | \$12,587                     | \$5,624                         | \$8,018                         | \$7,792                      | \$8,253                         | \$8,253                     | \$8,253                         |
| SALARIES & BENEFITS                   | \$554,235                    | \$543,422                       | \$522,825                       | \$488,188                    | \$574,357                       | \$574,357                   | \$574,357                       |
| 5122 - CELL PHONES                    | \$3,742                      | \$5,760                         | \$5,760                         | \$3,594                      | \$4,380                         | \$4,380                     | \$4,380                         |
| 5171 - MAINTENANCE OF EQUIPMENT       | \$3,535                      | \$3,144                         | \$3,144                         | \$2,607                      | \$4,580                         | \$4,580                     | \$4,580                         |
| 5173 - MAINTENANCE OF EQUIPMENT-MATER | \$852                        | \$0                             | \$0                             | \$0                          | \$2,500                         | \$2,500                     | \$2,500                         |
| 5177 - MAINTENANCE OF COMPUTER SYSTEM | \$0                          | \$0                             | \$13,717                        | \$13,698                     | \$0                             | \$0                         | \$0                             |
| 5232 - OFFICE & OTHER EQUIP < \$5,000 | \$33,596                     | \$18,370                        | \$50,020                        | \$12,523                     | \$42,422                        | \$42,422                    | \$42,422                        |

# COUNTY OF INYO

## BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2016    TODAY'S DATE: 09/07/2016  
 FOR FISCAL YEARS: 07/01/2014    -    06/30/2017

|                                       | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|---------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| 5260 - HEALTH - EMPLOYEE PHYSICALS    | \$1,004                      | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| 5263 - ADVERTISING                    | \$17,368                     | \$6,200                         | \$6,250                         | \$2,679                      | \$6,200                         | \$6,200                     | \$6,200                         |
| 5265 - PROFESSIONAL & SPECIAL SERVICE | \$214,285                    | \$730,377                       | \$787,838                       | \$49,576                     | \$1,184,622                     | \$1,184,622                 | \$1,184,622                     |
| 5281 - RENTS & LEASES-EQUIPMENT       | \$0                          | \$960                           | \$960                           | \$0                          | \$960                           | \$960                       | \$960                           |
| 5291 - OFFICE, SPACE & SITE RENTAL    | \$28,678                     | \$32,646                        | \$32,964                        | \$30,802                     | \$32,872                        | \$32,872                    | \$32,872                        |
| 5311 - GENERAL OPERATING EXPENSE      | \$40,837                     | \$48,947                        | \$56,690                        | \$28,480                     | \$68,194                        | \$68,194                    | \$68,194                        |
| 5330 - TRAVEL EXPENSE-REQUIRED        | \$0                          | \$0                             | \$0                             | \$0                          | \$6,360                         | \$0                         | \$0                             |
| 5331 - TRAVEL EXPENSE                 | \$15,297                     | \$31,414                        | \$38,574                        | \$22,044                     | \$11,284                        | \$17,644                    | \$17,644                        |
| 5351 - UTILITIES                      | \$15,705                     | \$20,520                        | \$22,588                        | \$16,843                     | \$18,890                        | \$18,890                    | \$18,890                        |
| 5499 - PRIOR YEAR REFUNDS             | \$19,125                     | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| SERVICES & SUPPLIES                   | \$394,029                    | \$898,338                       | \$1,018,505                     | \$182,849                    | \$1,383,264                     | \$1,383,264                 | \$1,383,264                     |
| 5121 - INTERNAL CHARGES               | \$194,778                    | \$93,441                        | \$95,969                        | \$73,687                     | \$80,720                        | \$80,720                    | \$80,720                        |
| 5123 - TECH REFRESH EXPENSE           | \$0                          | \$0                             | \$0                             | \$0                          | \$3,546                         | \$3,546                     | \$3,546                         |
| 5124 - EXTERNAL CHARGES               | \$16,212                     | \$20,700                        | \$15,100                        | \$15,949                     | \$15,100                        | \$15,100                    | \$15,100                        |
| 5129 - INTERNAL COPY CHARGES (NON-IS) | \$924                        | \$1,731                         | \$2,160                         | \$1,083                      | \$1,232                         | \$1,232                     | \$1,232                         |
| 5152 - WORKERS COMPENSATION           | \$13,470                     | \$5,063                         | \$5,063                         | \$5,062                      | \$4,689                         | \$4,689                     | \$4,689                         |
| 5155 - PUBLIC LIABILITY INSURANCE     | \$4,028                      | \$3,229                         | \$3,229                         | \$3,229                      | \$3,661                         | \$3,661                     | \$3,661                         |
| 5315 - COUNTY COST PLAN               | \$24,491                     | \$31,950                        | \$31,950                        | \$31,950                     | \$20,480                        | \$20,480                    | \$20,480                        |
| 5333 - MOTOR POOL                     | \$9,417                      | \$8,915                         | \$7,683                         | \$4,420                      | \$8,654                         | \$8,654                     | \$8,654                         |
| INTERNAL CHARGES                      | \$263,324                    | \$165,029                       | \$161,154                       | \$135,382                    | \$138,082                       | \$138,082                   | \$138,082                       |
| 5501 - SUPPORT & CARE OF PERSONS      | \$4,356                      | \$125,782                       | \$125,782                       | \$4,730                      | \$130,386                       | \$130,386                   | \$130,386                       |
| 5508 - SUPPORT & CARE - 1099          | \$0                          | \$500                           | \$500                           | \$0                          | \$1,500                         | \$1,500                     | \$1,500                         |
| OTHER CHARGES                         | \$4,356                      | \$126,282                       | \$126,282                       | \$4,730                      | \$131,886                       | \$131,886                   | \$131,886                       |
| 5630 - LAND IMPROVEMENTS              | \$0                          | \$0                             | \$196,698                       | \$0                          | \$0                             | \$0                         | \$0                             |
| 5650 - EQUIPMENT                      | \$0                          | \$0                             | \$70,246                        | \$67,649                     | \$0                             | \$0                         | \$0                             |
| 5655 - VEHICLES                       | \$0                          | \$0                             | \$0                             | \$0                          | \$16,500                        | \$16,500                    | \$16,500                        |
| 5700 - CONSTRUCTION IN PROGRESS       | \$25,793                     | \$64,763                        | \$629,757                       | \$12,174                     | \$62,881                        | \$62,881                    | \$62,881                        |
| FIXED ASSETS                          | \$25,793                     | \$64,763                        | \$896,701                       | \$79,823                     | \$79,381                        | \$79,381                    | \$79,381                        |
| 5801 - OPERATING TRANSFERS OUT        | \$7,785                      | \$0                             | \$72,257                        | \$85,255                     | \$0                             | \$0                         | \$0                             |
| OTHER FINANCING USES                  | \$7,785                      | \$0                             | \$72,257                        | \$85,255                     | \$0                             | \$0                         | \$0                             |
| <b>TOTAL EXPENSES:</b>                | <b>\$1,249,524</b>           | <b>\$1,797,834</b>              | <b>\$2,797,724</b>              | <b>\$976,229</b>             | <b>\$2,306,970</b>              | <b>\$2,306,970</b>          | <b>\$2,306,970</b>              |
| <b>NET NOCOPY</b>                     | <b>\$5,068,212</b>           | <b>(\$3,420,126)</b>            | <b>(\$6,020,717)</b>            | <b>(\$782,124)</b>           | <b>(\$4,677,000)</b>            | <b>(\$4,382,424)</b>        | <b>(\$4,327,424)</b>            |

# COUNTY OF INYO

## BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2016    TODAY'S DATE: 09/07/2016  
 FOR FISCAL YEARS: 07/01/2014    -    06/30/2017

|                                       | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|---------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| NOSCHED2                              |                              |                                 |                                 |                              |                                 |                             |                                 |
| REVENUES:                             |                              |                                 |                                 |                              |                                 |                             |                                 |
| 4001 - CURRENT SECURED TAXES          | \$53,712                     | \$48,500                        | \$48,500                        | \$56,831                     | \$48,500                        | \$48,500                    | \$48,500                        |
| 4004 - CURRENT UNSECURED TAXES        | \$7,244                      | \$7,600                         | \$7,600                         | \$6,811                      | \$7,600                         | \$7,600                     | \$7,600                         |
| 4008 - SB813 DISTRIBUTIONS            | \$457                        | \$450                           | \$450                           | \$170                        | \$450                           | \$450                       | \$450                           |
| 4021 - PRIOR YEAR SECURED TAXES       | \$535                        | \$500                           | \$150                           | \$89                         | \$150                           | \$150                       | \$150                           |
| 4023 - PRIOR YEAR UNSECURED TAXES     | \$47                         | \$100                           | \$450                           | \$277                        | \$450                           | \$450                       | \$450                           |
| TAXES - PROPERTY                      | \$61,996                     | \$57,150                        | \$57,150                        | \$64,179                     | \$57,150                        | \$57,150                    | \$57,150                        |
| 4301 - INTEREST FROM TREASURY         | \$1,901                      | \$1,400                         | \$1,400                         | \$5,173                      | \$1,400                         | \$1,400                     | \$1,400                         |
| 4310 - EQUIPMENT RENTAL               | \$592                        | \$100                           | \$100                           | \$0                          | \$100                           | \$100                       | \$100                           |
| REV USE OF MONEY & PROPERTY           | \$2,493                      | \$1,500                         | \$1,500                         | \$5,173                      | \$1,500                         | \$1,500                     | \$1,500                         |
| 4472 - HOMEOWNERS PROPERTY TAX RELIEF | \$407                        | \$150                           | \$150                           | \$425                        | \$150                           | \$150                       | \$150                           |
| 4498 - STATE GRANTS                   | \$242,178                    | \$232,291                       | \$232,291                       | \$0                          | \$0                             | \$0                         | \$0                             |
| AID FROM OTHER GOVT AGENCIES          | \$242,586                    | \$232,441                       | \$232,441                       | \$425                        | \$150                           | \$150                       | \$150                           |
| 4753 - SEWER SERVICE/CONNECTION FEES  | \$52,165                     | \$53,000                        | \$53,000                        | \$52,137                     | \$53,000                        | \$53,000                    | \$53,000                        |
| 4824 - INTER GOVERNMENT CHARGES       | \$30,955                     | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| CHARGES FOR CURRENT SERVICES          | \$83,120                     | \$53,000                        | \$53,000                        | \$52,137                     | \$53,000                        | \$53,000                    | \$53,000                        |
| 4998 - OPERATING TRANSFERS IN         | \$122,970                    | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| OTHER FINANCING SOURCES               | \$122,970                    | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| 4999 - PRIOR YEARS REIMBURSEMENTS     | \$2,645                      | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| OTHER REVENUE                         | \$2,645                      | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| <b>TOTAL REVENUES:</b>                | <b>\$515,813</b>             | <b>\$344,091</b>                | <b>\$344,091</b>                | <b>\$121,916</b>             | <b>\$111,800</b>                | <b>\$111,800</b>            | <b>\$111,800</b>                |
| EXPENSES:                             |                              |                                 |                                 |                              |                                 |                             |                                 |
| 5001 - SALARIED EMPLOYEES             | \$3,141                      | \$4,207                         | \$4,207                         | \$4,215                      | \$4,352                         | \$4,352                     | \$4,352                         |
| 5021 - RETIREMENT & SOCIAL SECURITY   | \$258                        | \$325                           | \$325                           | \$312                        | \$349                           | \$349                       | \$349                           |
| 5022 - PERS RETIREMENT                | \$759                        | \$1,067                         | \$1,059                         | \$1,069                      | \$1,165                         | \$1,165                     | \$1,165                         |
| 5031 - MEDICAL INSURANCE              | \$555                        | \$1,002                         | \$824                           | \$553                        | \$567                           | \$567                       | \$567                           |
| 5032 - DISABILITY INSURANCE           | \$31                         | \$42                            | \$42                            | \$34                         | \$43                            | \$43                        | \$43                            |
| 5042 - SICK LEAVE BUY OUT             | \$0                          | \$52                            | \$52                            | \$0                          | \$0                             | \$0                         | \$0                             |
| 5043 - OTHER BENEFITS                 | \$394                        | \$0                             | \$186                           | \$191                        | \$216                           | \$216                       | \$216                           |
| SALARIES & BENEFITS                   | \$5,140                      | \$6,695                         | \$6,695                         | \$6,377                      | \$6,692                         | \$6,692                     | \$6,692                         |
| 5173 - MAINTENANCE OF EQUIPMENT-MATER | \$2,120                      | \$12,000                        | \$12,000                        | \$0                          | \$12,000                        | \$12,000                    | \$12,000                        |
| 5191 - MAINTENANCE OF STRUCTURES      | \$0                          | \$4,000                         | \$4,000                         | \$0                          | \$3,500                         | \$3,500                     | \$3,500                         |

# COUNTY OF INYO

## BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2016    TODAY'S DATE: 09/07/2016

FOR FISCAL YEARS: 07/01/2014    -    06/30/2017

|                                       | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|---------------------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| 5199 - MAINT OF STRUCTURES-MATERIALS  | \$0                          | \$400                           | \$400                           | \$0                          | \$0                             | \$0                         | \$0                             |
| 5232 - OFFICE & OTHER EQUIP < \$5,000 | \$339                        | \$1,000                         | \$1,000                         | \$0                          | \$0                             | \$0                         | \$0                             |
| 5263 - ADVERTISING                    | \$0                          | \$500                           | \$500                           | \$0                          | \$500                           | \$500                       | \$500                           |
| 5265 - PROFESSIONAL & SPECIAL SERVICE | \$19,108                     | \$59,000                        | \$64,034                        | \$17,049                     | \$50,363                        | \$50,363                    | \$50,363                        |
| 5311 - GENERAL OPERATING EXPENSE      | \$688                        | \$1,600                         | \$1,600                         | \$369                        | \$400                           | \$400                       | \$400                           |
| 5351 - UTILITIES                      | \$22,573                     | \$26,000                        | \$26,000                        | \$22,617                     | \$26,500                        | \$26,500                    | \$26,500                        |
| SERVICES & SUPPLIES                   | \$44,830                     | \$104,500                       | \$109,534                       | \$40,037                     | \$93,263                        | \$93,263                    | \$93,263                        |
| 5124 - EXTERNAL CHARGES               | \$32,022                     | \$14,000                        | \$14,000                        | \$0                          | \$13,659                        | \$13,659                    | \$13,659                        |
| 5152 - WORKERS COMPENSATION           | \$85                         | \$53                            | \$53                            | \$53                         | \$62                            | \$62                        | \$62                            |
| 5155 - PUBLIC LIABILITY INSURANCE     | \$36                         | \$35                            | \$35                            | \$35                         | \$48                            | \$48                        | \$48                            |
| 5315 - COUNTY COST PLAN               | \$0                          | \$2,138                         | \$2,138                         | \$2,137                      | \$4,492                         | \$4,492                     | \$4,492                         |
| INTERNAL CHARGES                      | \$32,143                     | \$16,226                        | \$16,226                        | \$2,226                      | \$18,261                        | \$18,261                    | \$18,261                        |
| 5650 - EQUIPMENT                      | \$4,995                      | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| FIXED ASSETS                          | \$4,995                      | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| 5799 - DEPRECIATION                   | \$6,376                      | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| DEPRECIATION                          | \$6,376                      | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| 5801 - OPERATING TRANSFERS OUT        | \$122,970                    | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| OTHER FINANCING USES                  | \$122,970                    | \$0                             | \$0                             | \$0                          | \$0                             | \$0                         | \$0                             |
| 5902 - CONTINGENCIES - PY ENCUMBRANCE | \$0                          | \$0                             | \$2,909                         | \$0                          | \$0                             | \$0                         | \$0                             |
| RESERVES                              | \$0                          | \$0                             | \$2,909                         | \$0                          | \$0                             | \$0                         | \$0                             |
| <b>TOTAL EXPENSES:</b>                | <b>\$216,456</b>             | <b>\$127,421</b>                | <b>\$135,364</b>                | <b>\$48,640</b>              | <b>\$118,216</b>                | <b>\$118,216</b>            | <b>\$118,216</b>                |
| <b>NET NOSCHED2</b>                   | <b>\$5,367,569</b>           | <b>(\$3,203,456)</b>            | <b>(\$5,811,990)</b>            | <b>(\$708,848)</b>           | <b>(\$4,683,416)</b>            | <b>(\$4,388,840)</b>        | <b>(\$4,333,840)</b>            |

# COUNTY OF INYO

## BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2016    TODAY'S DATE: 09/07/2016

FOR FISCAL YEARS: 07/01/2014    -    06/30/2017

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|                             | YTD<br>ACTUALS<br>06/30/2015 | BOARD<br>APPROVED<br>06/30/2016 | WORKING<br>BUDGET<br>06/30/2016 | YTD<br>ACTUALS<br>06/30/2016 | DEPT<br>REQUESTED<br>06/30/2017 | CAO<br>RECOMM<br>06/30/2017 | BOARD<br>APPROVED<br>06/30/2017 |
|-----------------------------|------------------------------|---------------------------------|---------------------------------|------------------------------|---------------------------------|-----------------------------|---------------------------------|
| COUNTY TOTALS FOR REVENUES: | \$29,914,735                 | \$36,522,690                    | \$39,127,385                    | \$27,142,081                 | \$33,740,780                    | \$34,863,070                | \$34,918,070                    |
| EXPENSES:                   | (\$24,547,166)               | (\$39,726,146)                  | (\$44,939,375)                  | (\$27,850,929)               | (\$38,424,196)                  | (\$39,251,910)              | (\$39,251,910)                  |
| REPORT NET                  | \$5,367,569                  | (\$3,203,456)                   | (\$5,811,990)                   | (\$708,848)                  | (\$4,683,416)                   | (\$4,388,840)               | (\$4,333,840)                   |



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

18

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

**FROM:** County Administrator Kevin Carunchio

**FOR THE BOARD MEETING OF:** September 13, 2016

**SUBJECT:** Letter Thanking Senator Tom Berryhill for Sponsorship of SB 1345

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve the letter to Senator Tom Berryhill expressing the Inyo County Board of Supervisors' gratitude for his sponsorship of SB 1345, which Gov. Jerry Brown signed into law on August 26, 2016 and which extends the provisions of AB 628 for the Adventure Trails Pilot Project through 2020 and expands the provisions of the legislation to include similar projects in Mono and Sierra counties; and authorize the Chairperson to sign.

**SUMMARY DISCUSSION:**

Your Board, as well as previous Boards of Supervisors and State representatives, have expended tremendous time and resources to establish the Adventure Trails Pilot Program. Ultimately, albeit late in the time period as established by AB 628 (Conway, 2011), your Board approved a compromise plan based on broad community input. In addition to having a short period of time to evaluate the program, the Los Angeles Department of Water and Power refused to provide simple approval to concur in the use of the starting point for four of the seven pilot routes approved by our Board. The four routes starting from Brown's Town and Pleasant Valley are arguably the four routes that would likely be the most utilized in the whole network. As indicated in the report to the State Legislature approved by your Board, there simply has not been enough on-the-ground data to evaluate the pros or cons of the current Adventure Trails Program, and without an extension there never could be. Per AB 628, the Adventure Trails Program was scheduled to end on January 1, 2017.

Since its inception, Inyo County's experience with AB 628 has garnered the attention, enthusiasm, and anticipation from rural counties throughout the State. This has culminated in two additional counties expressing interest in pursuing their own Adventure Trails pilot programs.

Senator Tom Berryhill's SB 1345 extends the provisions of AB 628 for Inyo County through 2020, and expands the provisions to include Mono and Sierra counties. The bill was introduced on February 19, passed the Senate on May 23, passed the Assembly on August 11 and was signed into law on August 26. It is only appropriate that we express our gratitude for Senator Berryhill's efforts on behalf of the County and its residents and visitors who deserve a proper analysis of this Pilot Program.

**ALTERNATIVES:** Staff awaits our Board's direction with regard to the letter.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** - There is no fiscal impact associated with the Board's actions to send the letter of thanks.

**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 Assistant Clerk of the Board.)</i><br><br>Approved: _____ Date _____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i><br><br>Approved: _____ Date _____                              |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i><br><br>Approved: _____ Date _____                           |

**DEPARTMENT HEAD SIGNATURE:**

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



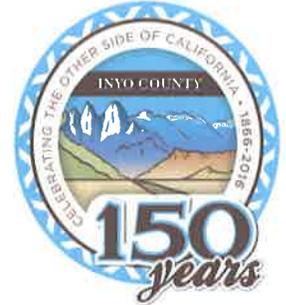
Date: \_\_\_\_\_

09/08/16



## BOARD OF SUPERVISORS COUNTY OF INYO

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September 13, 2016

The Honorable Tom Berryhill  
California State Senate  
State Capitol, Room 3076  
Sacramento, CA 95814-4900

SUBJECT: Senate Bill 1345

Dear Senator Berryhill:

It is with sincere gratitude that the Inyo County Board of Supervisors writes to you today, having been given the great news that Governor Jerry Brown signed Senate Bill 1345 into law.

The efforts put forth by you and your staff in drafting this legislation, championing its approval, and shepherding it through the halls of the State Capitol have now made it possible for Inyo County to collect real data on the Adventure Trails Pilot Program – information-gathering that can only benefit our residents, visitors, and landscape in the long run.

Before embarking on the Pilot Program in 2011, the Inyo County Board of Supervisors collected widespread input from a variety of its constituents, representing a broad range of demographics. The Board made sure concerns were mitigated wherever possible and that critical compromises were made, until the point was reached where Inyo County felt it had a balanced project with which to proceed. While the Board is glad for the extra effort put in for public review, the extensive work left time for only six months' of data to be collected on three combined-use routes. Your sponsorship of SB 1345 grants us the time needed to conduct a sound analysis on the Pilot Program's viability.

More than that, you are helping us keep a promise we made to our constituents – supporters and opponents of the Program alike. You have also honored the many men and women who took the time to weigh in on the pros and cons of Adventure Trails, and have now ensured the issues they raised can be carefully studied.

Considering the Pilot Program's potential impacts – good or bad – on the recreation-based economy of the Eastern Sierra, we do not take any of this lightly. Again, we are extremely grateful for your leadership and support.

It is easy for rural counties like Inyo to get overlooked in Sacramento, so your efforts on our behalf are appreciated that much more, and prove what can happen when legislators truly care about the jurisdictions and voters they serve. Thank you, Senator Berryhill.

Sincerely,

Jeff Griffiths, Chair, Inyo County Board of Supervisors

cc: RCRC, CSAC



**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:** County Administrator

**FOR THE BOARD MEETING OF:** September 13, 2016

**SUBJECT:** Information Services Director Recruitment and Amendment to County Merit System Ordinance

**DEPARTMENTAL RECOMMENDATION:**

- 1) Receive presentation regarding Information Services and the responsibilities of the Information Services Director and consider recommendations pertaining thereto, including job description and responsibilities; and
- 2) Authorize staff to identify an executive recruitment firm to assist the County in the recruitment, selection, and hiring of a new Information Services Director by July 1, 2017, including updating the job description and salary for the Information Services Director based on today's presentation and consultant input, and prepare a contract for consideration by your Board; and
- 3) Direct staff to prepare an amendment to Section 2.88.55 of the Inyo County Code to County Code, amending the County Merit System Ordinance to exclude the following titles: Information Services Director; Deputy Information Services Director, Medical Director - Corrections, and Deputy County Counsel I; and any other management positions desired by the Board

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

As reported to your Board on July 14, 2016, on June 30th, the County Information Services Director submitted his resignation for retirement effective June 30, 2017. The Information Services Director position is one of critical importance in supporting almost every area of County operations and will, likely, be a challenging and time consuming recruitment to identify a top tier candidate. In light of the importance of the position, the time it may take to fill the position, and the skills and institutional knowledge of the incumbent Information Services Director, I recommended and your Board authorized me to appoint the current Information Services Director to the vacant Senior Deputy County Administrator position so that the recruitment of the Information Services Director position could be evaluated and initiated immediately, and a new Information Services Director hired sooner than later.

Today's presentation is intended to allow your Board to evaluate the Information Services Director classification, including compensation and status.

Based on the information that will be presented today, it is recommended that the position be excluded from the County's Personnel Merit System by amending Section 2.80.055 of the Inyo County Code (Personnel Merit System. Competitive Service). It is also recommended that your Board use the occasion of considering amendments to the County Merit System ordinance to also exclude the following titles: Deputy Information Services Director, Medical Director - Corrections, and Deputy County Counsel I, as well as any other management positions desired by your Board.

It is further recommended that your Board authorize staff to identify and propose a contract, for future consideration by your Board, with an executive recruitment firm to assist the County in the recruitment, selection, and hiring of a new Information Services Director by July 1, 2017, including providing recommendations regarding updating the job description and salary for the position.

**ALTERNATIVES:**

Your Board could direct staff to make no changes to the classification, job description, or salary for the Information Services Director and proceed with a recruitment, however, this is not recommended for reasons that will be discussed further today but, in short, is unlikely to yield a candidate with the skills and experience to meet all of the County's many, many information technology needs.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funding for the position, as well as the executive recruitment, is included in the Fiscal year 2016-2017 Budget.

| <b><u>APPROVALS</u></b> |  |
|-------------------------|--|
| 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><br><br>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><br><br>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><br><br>Approved: _____ Date _____                           |



9/8/16

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Date: \_\_\_\_\_



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

20

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

**FROM:**        Parks & Recreation

**FOR THE BOARD MEETING OF:**    September 13, 2016

**SUBJECT:**     Lease with LADWP for Diaz Lake

**DEPARTMENTAL RECOMMENDATION:**

Recommend your Board approve a lease with the Los Angeles Department of Water and Power allowing for the continued operation of Diaz Lake by the County and authorize the chairman to sign.

**SUMMARY DISCUSSION:**

For decades the campgrounds and water activities at Diaz Lake have been an integral part of the Inyo County Park system. While operated as a County facility, the lake and surrounding land are owned by LADWP. The County leases the property from Los Angeles.

The most recent Diaz Lake lease expired in July 2015. Operations have continued through the holdover status of the expired lease. For the past several months the County and LADWP have been negotiating a new lease for Diaz Lake. This has become especially important since the County has applied for two separate grants which are in abeyance pending the implementation of a new lease.

There is a grant which will fund improvements to the docks. Among other things, this grant will allow disabled individuals to more easily launch their boats. That grant has been awarded conditioned upon having a signed, long-term lease. The County also applied for a grant to make significant improvements in Quagga mussel prevention programs. Although the granting agency responded favorably, the grant was not awarded because of the lack of a long-term lease. The County has been invited to reapply in January, however, the division of Boating and Waterways has explicitly informed us that if a long-term lease is not in place our application will not be considered.

**Highlights and Concerns**

Recent leases have had five year terms. The lease presented here is for 24 years, the maximum allowed under the rules of the City of Los Angeles.

Currently the rent for the property is \$500 annually. Rent per the terms of the proposed new lease is 5% of the gross revenues received by the County at the facility which is at a minimum a five-fold increase. Rent calculation also includes a floor rate which is expected to always remain lower than the 5% figure. However, the lease calls for an automatic annual increase of the floor rate of 3%. It was the County's position that the rent should remain at the current level. LADWP staff believes that the department should recover the administrative costs associated with the lease and that the 5% figure will allow them to do so. Currently revenues are approximately \$50,000-\$60,000 annually. This would amount to approximately \$2,500-\$3,000 in rent costs to the County. In case economic circumstances change dramatically, the proposed lease also allows for the renegotiation of rent every five years.

The terms of this new lease also gives LADWP several courses of action to pursue in case of default. While we do not anticipate a default, these terms substantially favor the department over the County. The lease also includes a clause which allows the department to declare the County in breach if we breach any other contract or lease with the department.

County Counsel wanted to assure that your Board was aware of this clause. While it is consistent with wording in the prior Diaz Lake lease, it is not favorable to the County.

The proposed lease also includes several other provisions which were not in the previous lease that incorporate rules and procedures adopted by the city of Los Angeles. These new requirements will place additional demands on County staff to assure compliance and are above and beyond state and federal law.

The proposed lease does allow for operations to continue in the same fashion as currently. It also specifically acknowledges that through the enactment of this lease there are no alterations or modifications being made to the Inyo/Los Angeles Long-Term Ground Water Management Plan. If approved by your Board, the lease is also subject to approval by the Los Angeles City Council. That process is expected to take several weeks and possibly stretch into a few months.

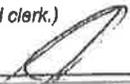
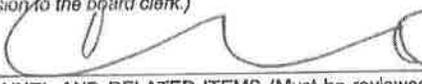
Although we have concerns regarding the lease, there is no assurance that the areas of concern will be rectified through further negotiations. However, the time lost would significantly imperil the pending grants which significantly benefit the County and, in the case of the Quagga mussel grant, significantly benefits LADWP. Therefore, it is recommended that your Board approve the lease as presented.

**ALTERNATIVES:**

Your Board could choose not to enter into the agreement with LADWP and abandon operations of Diaz Lake. You could also provide direction to staff to re-negotiate different terms; however, it is unknown if a more favorable agreement will be forthcoming.

**FINANCING:**

There are adequate funds available within the proposed Parks and Recreation budget to fund the rent payments.

| <b>APPROVALS</b>           |   |
|----------------------------|---|
| 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.)<br>Approved:  Date <u>9/7/16</u> |
| AUDITOR/CONTROLLER:        | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)<br>Approved:  Date <u>9/7/2016</u>                              |
| PERSONNEL DIRECTOR:<br>N/A | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br>Approved: _____ Date _____   |

**DEPARTMENT HEAD SIGNATURE:**  Date: 9/7/16  
(Not to be signed until all approvals are received)  
(The Original plus 20 copies of this document are required)

**LEASE NO. 1494**

**BETWEEN**

**COUNTY OF INYO  
PARKS & RECREATION**

**AND**

**THE CITY OF LOS ANGELES  
DEPARTMENT OF WATER AND POWER**

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**EXHIBITS**

- Exhibit A Lease Map
- Exhibit B Diaz Lake Operational Plan
- Exhibit C Diaz Lake Quagga and Zebra Mussel Action Plan
- Exhibit D Contract Insurance Requirements

## ARTICLE I. SPECIFIC TERMS AND PROVISIONS

The Department of Water and Power of the City of Los Angeles, hereinafter Lessor, and:

County of Inyo  
Parks & Recreation

hereinafter Lessee, agree as follows:

1. **LEASED PREMISES:** Lessor leases to Lessee that certain real property consisting of 144.63 acres located west of U.S. Highway 395, southwesterly of the town of Lone Pine, Inyo County, California, situated in and about Diaz Lake, as more particularly shown on the drawing marked *Exhibit A (Leased Premises)*, attached hereto and incorporated herein.
2. **TERM:**
  - 2.1. **Term:** The term of this lease, upon approval by the Board of Water and Power Commissioners of the Department of Water and Power of the City of Los Angeles (Board of Water and Power Commissioners), or their designee(s), shall be from July 1, 2016, (commencement date) through June 30, 2040, for a term of twenty-four years, unless sooner terminated as herein provided.
    - 2.1.1. Said term shall be divided into five (5) rental periods, each of the first four rental periods consisting of sixty (60) months, and the last rental period consisting of forty-eight (48) months, the first such period to begin on the effective date of this lease, and shall represent the current term of use of the leased premises, unless sooner terminated as herein provided.
    - 2.1.2. Each successive rental period shall commence at the expiration of the immediately preceding rental period.
    - 2.1.3. For each successive rental period of this lease, the rental shall be a sum agreed upon by Lessor and Lessee as provided in this lease in Article I, Subsection 4.3, entitled *Renegotiation of Rent*.
  - 2.2. **Limitation - Renewal:** The term of this lease is for a period of twenty-four years only and no longer. Further, this lease is subject to the prior approval by the Board of Water and Power Commissioners and possible subsequent action and review by the Los Angeles City Council pursuant to the Charter of the City of Los Angeles. Lessee further acknowledges that Lessor has no power or authority to agree to a renewal of this lease. Any approval for a lease after this lease term is not within the contemplation or understanding of the parties and would also similarly be subject to prior approval by the Board of Water and Power Commissioners and possible subsequent action and review by the Los Angeles City Council, as to which approval, action, or review, no inference, understanding, or expression is hereby made.
3. **DESIGNATED USE:** The leased premises shall be used as a site to operate and maintain a lake, commonly known as Diaz Lake, for recreational purposes that include water sports, fishing,

swimming, boating, sailing, campgrounds for day and overnight use, and food concessions only, and for no other purpose.

#### 4. RENT:

##### 4.1. Rent – Plus All Taxes:

###### 4.1.1. Rent:

4.1.1.1. Lessee agrees to pay to Lessor the base rent, as set forth below, or five percent (5%) of the annual gross income received by Lessee and all sub-lessee(s) for the preceding year (January through December), whichever is greater, in advance, payable on the first day of each year commencing on July 1, 2016, and continuing during the term of this lease.

4.1.1.2. The base rent for the first five (5) year rental period shall be as follows:

Year 1 - July 1, 2016 - \$ 500 per year;  
Year 2 - July 1, 2017 - \$ 500 per year;  
Year 3 - July 1, 2018 - \$1,000 per year;  
Year 4 - July 1, 2019 - \$2,000 per year;  
Year 5 - July 1, 2020 - \$3,135 per year.

4.1.1.3. Lessee shall furnish Lessor with a statement evidencing the total gross income received by Lessee and all sub-lessee(s) for the preceding year, in accordance with Article I, Subsection 9.3, entitled *Annual Reporting*.

4.1.2. Rent Adjustment: Lessee agrees that commencing on Year 6 (July 1, 2021), the base rent shall be increased by three percent (3%) and annually thereafter on the anniversary of the lease commencement date.

4.1.3. Taxes: In addition to the base rent, Lessee shall pay to Lessor a sum equal to the total amount of all taxes or general or special assessments of whatever nature levied or assessed upon the leased premises and which Lessor shall have paid or be obligated to pay, relative to the subject property for the fiscal year (July 1 through June 30) then current.

##### 4.2. Rent Payment:

4.2.1. Lessee agrees to pay all rent, or any other amount due under the terms of this lease, promptly when due and without deduction, offset, prior notice, or demand, to the Department of Water and Power, 300 Mandich Street, Bishop, California 93514-3449. **All payments shall reference Account No. 17262.**

4.2.2. Prompt payment shall mean payment at the office of Lessor not more than five (5) days after the due date for the rent as set forth in this lease. Rent due and not paid promptly shall be deemed delinquent.

4.2.3. Lessor is not required to make any demand on Lessee for the payments, whether on the leased premises or elsewhere. Billing for any payment shall be for the convenience of Lessee and not required of Lessor.

4.2.4. Rent not paid when due shall bear interest from due date until paid, at the rate of 10/12<sup>th</sup> of 1% per month (10% per annum) from the date rent is due. Said sum shall be deemed additional rent.

If any check offered by Lessee in payment of rent or any other amount due under this lease is returned for any reason other than that caused by Lessor's negligence, Lessee shall pay to Lessor a check return processing charge in the amount of Thirty and No/100 Dollars (\$30.00).

4.3. Renegotiation of Rent:

- 4.3.1. The rent to be paid by Lessee for each five (5) year rental period or any portion thereof following the first five (5) year rental period shall be subject to adjustment. Six months prior to each rental adjustment period described above, Lessor and Lessee shall meet and confer to determine what the new fair market rent will be on the adjustment date. Such rental shall be mutually agreed upon between Lessor and Lessee within 30 days, and shall be authorized on behalf of Lessor by the General Manager or designee.
- 4.3.2. In the event Lessor and Lessee cannot agree upon the amount of such rental within 30 days, Lessee shall pay for an appraisal, to be performed by a certified licensed appraiser mutually agreed upon by both parties, to determine the fair market rent. Both parties shall mutually develop the scope of work for the appraiser.
- 4.3.2.1. Lessee shall submit a copy of the appraisal to Lessor, along with a written reasonable determination of the fair market rent based on the appraised value. Both Lessor and Lessee shall work diligently, and in good faith, towards a mutually agreed upon rental adjustment for the next five (5) year rental period or any portion thereof.
- 4.3.3. Notwithstanding the foregoing, the new fair market rent shall not be less than the rent payable for the month immediately preceding the rent adjustment.
- 4.3.4. If for any reason said rent shall not be finally determined until after the beginning of any period for which the rent is to be adjusted, Lessee shall continue to pay at the former rate as a credit against the amount of the new rent when fixed, provided, however, that the amount fixed as new rent shall accrue from the beginning of said period, and proper adjustment shall be made for any payments made by Lessee at the former rates in the interim.

5. **NOTICES:**

- 5.1. Any notice to be given hereunder by either party to the other shall be in writing, and either served personally or sent by prepaid U.S. first-class mail. Any such notice shall be addressed as follows:

To Lessor:

Los Angeles Department of Water and Power  
Real Estate Group  
300 Mandich Street  
Bishop, California 93514-3449

To Lessee:

County of Inyo  
Parks & Recreation  
163 May Street  
Bishop, California 93514

5.2. Or to such other address as Lessor and Lessee may hereafter designate by written notice.

- 6. DOMESTIC WATER:** Lessor hereby authorizes Lessee to operate two (2) wells located immediately west of the leased premises, as shown on the drawing marked *Exhibit A*, and to take and use water therefrom during such time or times as surplus water shall be available. Availability and use shall be determined solely by Lessor, all subject to the provisions of the Los Angeles City Charter and the following terms and conditions:
- 6.1. Any and all water used on the leased premises is for non-consumptive domestic use only.
  - 6.2. The well(s) shall be kept in good condition and repair by and at the sole cost and expense of Lessee, and Lessee shall take all reasonable precautions necessary to prevent any foreign matter or substance from entering well(s) and to protect and safeguard the waters therein from pollution.
  - 6.3. It shall be Lessee's responsibility to operate and maintain the existing water system, including the well(s), pump, and other appurtenant equipment, at no cost or expense to Lessor.
  - 6.4. Upon expiration or termination of this lease or upon any earlier abandonment of the well(s), Lessee shall, at the option of Lessor, cap or otherwise adequately cover the top of well to prevent access thereto or leave the well(s) ready for Lessor's use, upon agreement with Lessor prior to the end of the lease term.
  - 6.5. Use of water from the well(s) is permissive only, and Lessee cannot and shall not acquire any water rights whatsoever by the drilling or operation of well(s), Lessee's use or occupancy of the leased premises, or the water thereon, or by reason of the operation of, and the use of water for any purpose from the well(s) located or drilled for water supply to the leased premises.
  - 6.6. All water taken by Lessee from the well(s) shall be accepted by Lessee in the natural untreated state and condition in which it is there found, and in taking and using such water and in making the same available for use, Lessee shall be acting entirely at its own risk, and Lessor makes no representation or warranty whatsoever, express or implied, as to the quantity, quality, fitness, potability, or continued availability of any such water.
  - 6.7. The power costs to pump water shall be Lessee's responsibility, in accordance with Article II, Section 15, entitled *Utilities*.
  - 6.8. Except for power costs and costs associated with any regulatory program, including compliance costs, charges for all water supplied to the leased premises from any well(s) are included in the basic rental as set forth in this lease.
  - 6.9. Nothing herein shall preclude the making of further arrangements from time to time by and between Lessee and Lessor with respect to the pumping and furnishing of water for use on the leased premises.
  - 6.10. Lessee shall pump from the well(s) only such quantity of water as it requires for reasonable use on the leased premises, subject to the terms and conditions of this lease including as described in Article I, Section 7, entitled *Irrigation/Stockwater*.
  - 6.11. Water taken from the leased premises, or any well(s) thereon, shall not be transmitted for use on any other property.
  - 6.12. The determination as to whether surplus water is available is entirely with Lessor. Lessee uses domestic water and constructs, maintains, and operates wells and invests in use of domestic water at its peril. Lessee will decrease use or cease use of domestic water at the determination of Lessor.

7. **IRRIGATION/STOCKWATER:** Water used for irrigation purposes shall be limited to no more than a total of two and one half (2.5) acre-feet per year. Lessor shall not furnish stockwater for the leased premises.
8. **WATER SUPPLY:** Up to 250 acre-feet per year of water will be provided to Diaz Lake in accordance with the Second Amendment of Amended Stipulation and Order in California Superior Court Case No. S1CVCV01-29768 for the Diaz Lake Mitigation Project. Lessee will make written requests to Lessor for water releases for this project. The amount of water delivered to Diaz Lake will be based on the change in lake volume during the release of water as determined by the change in stage (staff gage reads) and the Diaz Lake area/capacity curve.
- 8.1. Additional water requested by Lessee that is in excess of 250 acre-feet per year delivered to the lake will be replaced with water pumped from a well to be determined and approved by Lessor (Designated Well). If less than 250 acre-feet per year is delivered to Diaz Lake, the shortfall will not be carried over to subsequent years, but will be released to Warren Lake. At the end of the runoff year, if Lessee has requested less than 250 acre-feet per year and Lessor has provided 250 acre-feet per year or more for any reason, the obligation to supply this project for that year shall be considered met. Once Lessor's obligation to provide 250 acre-feet per acre has been met, whether from operational releases or releases at Lessee's request, Lessee may request and receive additional releases, and the water shall be replaced with pumped water from Designated Well.
- 8.1.1. Designated Well will be used to replace water diverted from the Los Angeles Aqueduct (Aqueduct) to maintain the level of Diaz Lake in excess of 250 acre-feet per year, provided by Lessor as described above.
- 8.1.1.1. Lessee will be credited during one runoff year (April 1 through March 31) with a like amount of water for release into Diaz Lake during the same runoff year.
- 8.1.1.2. This will be the standard form of replacing water unless other arrangements are made.
- 8.1.2. Monitoring and Reporting Methods: Lessor will be responsible for measuring the lake stage before and after releases from the Aqueduct and Designated Well pumping. Lessee will maintain records of requests for Diaz Lake water releases (April 1 through March 31). All water accounting data will be presented in Lessor's Owens Valley Annual Report.
- 8.1.3. Lessee agrees to pay all power costs required for pumping of any water requested by it into the Aqueduct for delivery to Diaz Lake. Said power costs will be due and payable within 30 days upon a presentation by Lessor of a bill therefore, and in accordance with Article II, Section 15, entitled *Utilities*.
- 8.1.4. Nothing herein shall preclude the making of further arrangements from time to time by and between Lessor and Lessee with respect to the pumping and furnishing of water for use on the leased premises.
- 8.2. Pumping Limitations: Any water pumped either by Lessor or Lessee pursuant to the terms of this lease to supply water either directly or indirectly to the leased premises shall be specifically excluded from any computation, calculation, counting, or limitation on the rate, flow, volume, or amount of water pumped or otherwise taken by Lessor that is now or hereafter imposed upon Lessor as a result of any order of court in any pending litigation between Lessor and Lessee.

8.3. Termination of Water Supply:

- 8.3.1 Lessor and Lessee recognize and agree that any water supplied to the leased premises is pursuant to this lease and the terms negotiated under the Second Amendment of Amended Stipulation and Order in California Superior Court Case No. S1CVCV01-29768 only and no other duty exists as a result of this lease.
- 8.3.2 Lessee further acknowledges and agrees that pursuant to Section 677(a) of the Los Angeles City Charter, any supply of water to the leased premises by Lessor is subject to the absolute and paramount right of Lessor at any time to discontinue the same in whole or in part and to take or hold or distribute such water for the use of Lessor and its inhabitants.
- 8.3.3 Lessee further acknowledges and agrees that it shall have no claim upon Lessor whatsoever because of any exercise of the rights acknowledged under this paragraph.

9. **OPERATIONAL PLAN:**

9.1. Operational Plan:

- 9.1.1 Lessee shall develop a five (5) year operational plan for the recreational facility on the leased premises for the first five (5) year rental period, and for every five (5) year rental period or any portion thereof thereafter. The plan shall take into consideration the development, maintenance, and rehabilitation of existing and new facilities, funding sources, construction phases, and performance standards. Said plan shall be submitted to Lessor upon execution of this lease, and at the commencement of each successive five (5) year rental period or any portion thereof thereafter. Operational plan shall be marked as *Exhibit B*, attached hereto and made a part hereof.
- 9.1.2 Any new construction as proposed in the operational plan shall comply with the provisions of Article I, Section 11, entitled *Improvements*, and Article II, Section 2, entitled *Improvements*.
- 9.1.3 Any proposed modifications to the operating plan must be approved, in writing, by Lessor.
- 9.1.4 Water conservation shall be an integral part of Lessee's operational plan.
- 9.1.5 Lessee shall produce or update as-built plans of all existing underground facilities and produce or update a plot plan of the leased area identifying all structures and campsites, and supply said plan to Lessor within three (3) months after execution of this lease.

9.2. Quagga Mussel Prevention Program:

- 9.2.1 Lessee shall implement the Quagga mussel prevention program in accordance with California State Assembly Bill 2065 and the Diaz Lake Quagga and Zebra Mussel Action Plan (marked *Exhibit C*, attached hereto and made a part hereof) that includes vessel inspections, control of legal and illegal launching, and any other requirements imposed by lessor or regulatory agency.

9.3. Annual Reporting: Each year Lessee shall submit an annual report to Lessor that evidences the annual gross income received by Lessee and all sub-lessee(s) for the preceding year, and quantifies and includes the following information:

- 9.3.1. Total number of visitors using the leased premises for each month and yearly total.

- 9.3.2. Total number of campsites rented for each month and yearly total.
- 9.3.3. Total number of watercraft inspected and launched each month and yearly total.
- 9.3.4. Total fees collected for all activities and concessions in appropriate categories.
- 9.3.5. Identify all material or consequential complaints and violations received.
- 9.3.6. Identify planned rehabilitation or construction projects proposed for the coming year.

Annual report shall be submitted to Lessor by April 1 of each year to the address of notification identified herein.

9.4. Sublease: Notwithstanding the provisions contained in Article II, Section 16, entitled *Assignments and Subleases*:

- 9.4.1. Lessor agrees that Lessee may sublet the leased premises to a responsible person or persons for the sole purpose of carrying on the business provided in this lease and in accordance with Diaz Lake Operational Plan (marked *Exhibit B*):
  - 9.4.1.1. Lessee agrees that such sublessee will be chosen through a competitive process.
  - 9.4.1.2. Lessee agrees to notify Lessor of the name of such sublessee within thirty (30) days of the effective date of said sublease.
  - 9.4.1.3. Lessor agrees to reasonably exercise its right of consent.
- 9.4.2. Lessee immediately and irrevocably assigns to Lessor, as security for Lessee's obligations under this lease, all rent from any subletting of all or a part of the leased premises as permitted by this lease.
- 9.4.3. Lessor, as assignee and as attorney-in-fact for Lessee, or a receiver for Lessee appointed on Lessor's application, may collect such rent and apply it toward Lessee's obligations under this lease; except that, until the occurrence of an act of default by Lessee, Lessee shall have the right to collect such rent.
- 9.4.4. Every such sublease shall be in writing and shall contain language substantially as follows:
 

"Notwithstanding any other provision of this sublease, this sublease is subject to the terms and conditions of any existing lease, contract, encumbrance, or any such document, right, or interest which may hereafter be exchanged or substituted therefore, affecting Sublessor's rights to the leased premises. In no event shall Sublessee have or claim any right of possession or occupation of the leased premises at variance with the terms hereof or beyond the period of Sublessor's right thereto and, notwithstanding any other provision of this lease, the term of this lease shall automatically terminate without prior notice to Sublessee twenty-four (24) hours prior to the expiration or termination of any such underlying lease or contract. Nothing herein shall obligate Lessor to renew any such underlying lease, contract, encumbrance, or easement.

Sublease shall require adequate insurance, the type and amount of which will be set by Lessor, and which may vary from the master lease."
- 9.4.5. Lessee shall furnish Lessor with a copy of its current sublease for the leased premises.

- 10. SIGNS:** Notwithstanding the provisions contained in Article II, Section 5, entitled *Signs*:
- 10.1 Lessee agrees, at its sole cost and expense, to erect and at all times hereunder to maintain on the leased premises a sign in accordance with Drawing A-13,235-A, a copy of which is included herein and made a part of this lease agreement. Said sign is to be located at the main entrance to the leased premises.
- 10.2 Lessee shall not allow any other permanent or temporary signs, banners, placards, or other advertising matter or devices other than usual and ordinary business signs of Lessee to be placed, attached to, or maintained on the leased premises or any part thereof without the prior written consent of Lessor; and such business signs shall be placed, attached, and maintained in such a manner as Lessor shall prescribe.
- 11. IMPROVEMENTS:** Notwithstanding the provisions contained in Article II, Section 2, entitled *Improvements*:
- 11.1 Construction of Improvements:
- 11.1.1 Lessee is hereby expressly permitted to erect upon the leased premises structures and improvements necessary or usual for and incidental to the purposes for which the leased premises are leased.
- 11.1.2 Before the commencement of construction of any such structures or improvements, or any alteration, major repair, or addition to existing structures or improvements, Lessee shall submit to Lessor at the address to which notices to Lessor are given for approval on behalf of said Lessor a plat showing the proposed location thereof on the leased premises, and detailed plans for the proposed structures, improvements, repair, addition, or alteration, which shall comply with all applicable state, county, and city laws, and be accompanied by evidence of approval by such state, county, or city agencies as may have jurisdiction.
- 11.1.3 Approval by, or on behalf of Lessor shall not constitute an approval with respect to the design safety or fitness of any building, structure, or facility, for the purpose for which it may be constructed, and no liability shall devolve upon Lessor or any officer or employee by reason of such approval.
- 11.1.4 In the event an objection is made, no such construction, alteration, addition, repair, or other work of improvement may proceed until and unless the objection is withdrawn. The basis of any objection is within the sole discretion of Lessor, which discretion Lessor agrees to exercise reasonably.
- 11.2 Notice of Construction:
- 11.2.1 Immediately before commencement of any construction, alteration, addition, or repair or other work of improvement, and the furnishing of any labor or materials therefor upon the leased premises, Lessee shall give written notice thereof to Lessor, and Lessor reserves the right to record and to post and maintain on or about the leased premises such notices of nonresponsibility as Lessor may deem necessary.
- 11.2.2 Lessee agrees that it will, at all times, keep the leased premises free and clear of all mechanics' liens, and save Lessor free and harmless and indemnify it against all claims for labor and materials in connection with improvements, repairs, or alterations on the leased premises, and the costs of defending against such claims, including reasonable attorneys' fees.

11.2.3 In the event that any lien or levy of any nature whatsoever is filed against the leasehold interests of Lessee therein, Lessee shall have the right to contest the correctness or the validity of any such lien if, immediately on demand by Lessor, Lessee procures and records a lien release bond issued by a corporation authorized to issue surety bonds in California in an amount equal to one-and-one-half times the amount of the claim of lien.

11.2.3.1 The bond shall meet the requirements of California Civil Code Section 3143, and shall provide for the payment of any sum that the claimant may recover on the claim, together with costs of suit, if it recovers in the action.

11.2.4 Lessor shall have the right to declare this lease in default in the event the bond required hereunder has not been deposited with Lessor within ten (10) days after written notice therefor has been delivered to Lessee.

## **12. SEWAGE DISPOSAL SYSTEM:**

12.1 Lessee shall comply with all laws and lawful regulations concerning waste discharge facilities.

12.2 It shall be the responsibility of Lessee to operate and maintain the sewage disposal system, including the septic tank, outfall lines, and leach fields, to provide adequate and proper disposal of all sewage, and to prevent surface or subsurface pollution.

12.3 Plans and specifications for replacement of existing sewage disposal systems on the leased premises shall be submitted to Lessor for written approval prior to any construction or replacement thereof.

12.4 Construction or replacement of sewage disposal systems pursuant to this paragraph is specifically made subject to the provisions contained in Article I, Section 11, entitled *Improvements*, and Article II, Section 2, entitled *Improvements*.

## **13. POLLUTION:**

13.1 Lessee shall not cause, or permit existence of any condition upon the leased premises which might cause pollution of the water flowing in, on, over, under, thru, and across the leased premises.

13.2 Lessee shall, by barricade or other means, assure a minimum setback for trailers or campsites of fifty (50) feet from stream banks or lake banks.

**14. STREAMS:** Lessee and permittees of Lessee shall in no manner interfere with the flow of water in streams, ditches, or other water courses traversing the leased premises, or damage any operating structure owned by Lessor, or a state or federal agency, on the leased premises, and Lessor reserves the right of access at all times for the purpose of performing maintenance work on said streams and ditches as Lessor shall from time to time deem necessary.

**15. GLASS REPLACEMENT:** Lessee shall at all times, and at its sole cost and expense, during the term of this lease, assume responsibility for the replacement of all cracked or broken glass of whatever kind about the leased premises and agrees to keep all glass in good repair.

## **16. FENCES AND GATES:**

16.1 Lessee shall maintain one or more gates in the fence that runs along and for the full length of the easterly boundary of the leased premises and abuts U.S. Highway 395.

16.2 At all times hereunder, at its sole cost and expense, Lessee shall keep and maintain all boundary fences and gates in good condition and repair.

**17. CAMPERS:**

17.1 Use and occupancy of the leased premises by campers, if permitted during the term hereof, shall be permitted only under license or permit from Lessee.

17.2 Such licenses or permits for overnight camping shall be issued for a maximum of two (2) weeks in any six-week period; provided, however, the two weeks may be extended by the Inyo County Parks Director or the Inyo County Board of Supervisors upon written application to said Inyo County officials and a good cause showing therefor.

**18. INYO/LOS ANGELES LONG-TERM GROUNDWATER MANAGEMENT PLAN:** By entering into this lease, the parties are not altering, amending, or modifying the *Inyo/Los Angeles Long-Term Groundwater Management Plan* for Inyo County and Owens Valley, heretofore executed by the parties on October 18, 1991, in the form of a stipulation and order entered in Inyo County Superior Court Action No. 12908 on June 13, 1997, or the Memorandum of Understanding, executed by the parties and the California Department of Fish and Game, the California State Lands Commission, the Sierra Club, and the Owens Valley Committee and submitted to the Third District Court of Appeals in Civil Case Number C004068 on April 11, 1997.

## ARTICLE II. STANDARD TERMS AND PROVISIONS

### 1. LIMITATIONS/RESERVATIONS:

- 1.1. Limitations on Use of Leased Premises: Lessee shall not use the leased premises, nor any portion thereof, for any purpose other than that hereinabove set forth in Article I.
- 1.2. Reservations: This lease is subject to all existing uses, all matters of record, and to the reservations hereinafter set out.
  - 1.2.1. There is excepted from this lease and reserved to Lessor all water and water rights, whether surface, subsurface, or of any other kind; and all water and water rights appurtenant or in anywise incident to the lands or real property leased herein, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water and water rights.
  - 1.2.2. There is also excepted and reserved to Lessor the right to use, operate, and maintain any ways, waterways, ditches, pipelines, canals, wells, and appurtenances thereto, or desirable in connection therewith, together with the right to grant easements, rights of way, licenses, and permits for other purposes that will not unreasonably interfere with Lessee's use of the leased premises.
  - 1.2.3. The right, from time to time to overflow, flood, submerge, and spread water upon the leased premises, provided, however, that if in the exercise of the rights defined and described in this Subsection, Lessor shall cause physical damage to any structure or improvement lawfully erected or maintained by Lessee upon the leased premises, Lessor shall pay just compensation for such physical damage, and no more.
  - 1.2.4. The right, from time to time, to raise or lower the water level underlying the leased premises by taking, or failing to take, water from the Mono Basin or Owens River watersheds or drainage areas, or both such areas, or by the importation or nonimportation of such water into the watershed within which the leased premises are located.
  - 1.2.5. The right to develop, take, collect, import, store, control, regulate, and use any and all such waters and, from time to time, at the option and discretion of Lessor, to transport and export any and all such waters to places and areas outside the Mono Basin or Owens River watersheds and drainage areas, or both such areas (including, but not limited to, the City of Los Angeles, Lessor herein), for any and all of the reasonable and beneficial uses and purposes of Lessor.
  - 1.2.6. The right to construct, maintain, control, and operate upon and within the leased premises dikes, dams, reservoirs, ponds, and settling basins, together with appurtenant facilities (including, but not limited to, ditches, pipelines, conduits, and wells), and to affect the leased premises in any way by raising or lowering, from time to time, the level of the water of any such reservoirs, ponds, or settling basins, or all of them.
  - 1.2.7. The right to use any and all existing easements, servitudes, ways, waterways, and ditches on the leased premises; to make inspections, investigations, and surveys thereon; and to construct, maintain, and operate thereon works and

structures in connection with Lessor's management and control of its works and properties.

- 1.2.8. The right to have ingress and egress to, from, in, and over, and enter upon the leased premises and every part thereof and thereon to do all things necessary or convenient in the exercise of the rights herein reserved.
- 1.2.9. The right, at any time during the term of this lease, to delete certain lands leased hereunder for public benefit.
- 1.2.10. UNLESS OTHERWISE STATED HEREIN, LESSEE SHALL HAVE NO RIGHTS OR ENTITLEMENT TO DEVELOP, TAKE, TRANSPORT, CONTROL, REGULATE, OR USE ANY WATER, WHETHER SURFACE, SUBSURFACE, OR OF ANY OTHER KIND, OR INFRINGE ON THE WATER RIGHTS OF LESSOR.
- 1.2.11. Lessor finds that (1) the property to be leased is not presently needed for Departmental purposes, and (2) the grant of the lease will not interfere with Departmental purposes.

## 2. IMPROVEMENTS:

### 2.1. Lessee Improvements and Alterations:

- 2.1.1. Lessee shall not make any structural improvements, additions, or alterations in, to, or upon the leased premises without Lessor's prior written consent. Notwithstanding Article II, Section 28, entitled *Entire Understanding*, any conditions, restrictions, or limitations set forth in Lessor's written approvals shall be conditions of this lease as though fully set forth herein.
- 2.1.2. Prior to the construction of any improvements, additions, or alterations, Lessee shall submit the preliminary plans and estimated construction cost to Lessor. Upon Lessor's approval of Lessee's preliminary plans, Lessee shall prepare working drawings and specifications, which shall be true and correct developments of the approved preliminary plans. Lessee shall then submit a written request for construction approval with a minimum of two (2) complete sets of approved working drawings and two (2) copies of the specifications. Upon receipt of Lessor's approval, Lessee shall cause the construction called for by the approved working drawings and specifications to be commenced and completed promptly. No substantial changes, additions, or alterations shall be made in said working drawings or specifications, or in the construction called for thereby, without first obtaining Lessor's approval in writing. Upon completion of the improvements, Lessee shall furnish to Lessor, at no charge, one (1) complete set of "as-built" drawings. These drawings must include any applicable permit numbers, the structural and other improvements installed by Lessee in the leased premises, and the location and details of installation of all improvements, equipment, utility lines, heating, ventilating, and air-conditioning ducts and related matters. Lessee shall keep said drawings current by updating them in order to reflect any changes or modifications, which may be made in or to the leased premises.
- 2.1.3. For each and every construction or alteration project undertaken on the leased premises, Lessee shall prepare a construction report. This report shall contain the following elements: (1) type of improvement constructed or altered; (2) floor area or capacity of improvement constructed or altered; (3) total cost of construction or alteration; (4) completion date for construction or alteration; and

(5) a copy of the certificate of occupancy. The construction report shall be provided to Lessor no later than sixty (60) days following completion of the construction or alteration.

2.1.4. Lessee shall hold Lessor harmless from liability with respect to any claims regarding any improvements, additions, or alterations. Lessee shall also keep the leased premises and any improvements constructed thereon free and clear of liens for labor and material expended by or for Lessee or on its behalf in accordance with Article II, Section 3, entitled *Liens*.

2.2. Ownership of Improvements:

2.2.1. During the term of this lease, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee shall be vested to Lessee. Upon the termination of the Lessee's tenancy, said structures, improvements, facilities, or alterations, other than machines, equipment, trade fixtures, and similar installations of a type commonly removed without structural damage to the leased premises, shall become a part of the land upon which they are constructed, or of the building to which they are affixed, and title thereto shall thereupon vest in Lessor, unless Lessor requests Lessee to remove some or all of said structures, improvements, facilities, or alterations, in which case Lessee shall promptly remove said items at Lessee's sole cost and expense. In the event the removal of any fixture damages any part of the leased premises, Lessee shall repair such damage and restore the leased premises to as good condition as the same was in prior to said damage, reasonable wear and tear excepted.

2.2.2. During the term of this lease, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee for which Lessee has been reimbursed by Lessor shall thereupon vest in Lessor.

2.2.3. Upon vesting of title to said structures, improvements, facilities, or alterations in Lessor, Lessor shall be entitled to additional reasonable rent, fees and/or other charges, as determined by the Board of Water and Power Commissioners, and Lessee shall be obligated to pay the same for as long as Lessee occupies said structures, improvements, facilities, and alterations.

2.3. Damage to or Destruction of Improvements:

2.3.1. If, during the term of this lease, any buildings, structures, or improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk covered by the insurance described in Article II, Section 11, entitled *Insurance*, herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease, and Lessee, unless otherwise directed by Lessor, shall be obligated to restore the leased premises to substantially the same condition as they were immediately before destruction. Approval from Lessor for reconstruction of such improvements shall be in accordance with Article II, Subsection 2.1, entitled *Lessee Improvements and Alterations* and shall not unreasonably be withheld.

2.3.2. If, during the term of this lease, any improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk not covered by the insurance described in Article II, Section 11, entitled *Insurance*, herein, thereby rendering said leased premises

partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease. If, however, the cost of restoration exceeds ten percent (10%) of the full replacement value of improvements, as said value existed immediately before destruction, Lessee may, at Lessee's option, terminate this lease by giving written notice to Lessor within sixty (60) days from the date of destruction. If Lessee elects to terminate as above provided, Lessee shall be obligated, unless otherwise directed by Lessor, to demolish all damaged improvements and remove all debris from the leased premises at Lessee's sole cost. If Lessee fails to exercise its right to terminate this lease, this lease shall continue in full force and effect for the remainder of the term specified herein and Lessee shall restore the leased premises to substantially the same condition as they were in immediately before destruction. Approval from Lessor for reconstruction of such improvements shall be in accordance with Article II, Subsection 2.1, entitled *Lessee Improvements and Alterations* and shall not unreasonably be withheld.

2.3.3. Lessee expressly waives the provisions of California Civil Code Sections 1932.2 and 1933.4.

3. **LIENS:** During the term of this lease, the fee interest in the real property underlying the leased premises shall not be used as security for any loans or mortgages nor otherwise have any liens placed on it. Additionally, Lessee shall keep any Lessor-owned improvements on the leased premises free and clear of any liens or other encumbrances. By way of specification without limitation, Lessee shall keep the leased premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee, and shall indemnify, hold harmless, and defend Lessor from any liens and encumbrances arising out of any work performed or materials furnished by or at the request of Lessee. In the event that Lessee does not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Lessor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause upon ten (10) business days prior written notice to Lessee the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by Lessor and all expenses incurred by it in connection therewith, including costs and attorney's fees, shall be paid by Lessee to Lessor on demand. Nothing in this Section shall be construed to limit any rights of Lessee to use its leasehold interest as security for any loans to the extent that such use is permitted under this lease. Nothing in this Section shall be construed to place any obligations upon Lessee with respect to liens, loans, or mortgages placed upon the leased premises by Lessor, its Board of Water and Power Commissioners, City of Los Angeles, or their respective officers, agents, or employees.
4. **MODIFICATION TO SIZE OF LEASED PREMISES:** It is mutually agreed that land not exceeding ten percent (10%) of the total area of the leased premises may be added to or deleted from said leased premises upon approval of Lessor and without requiring additional action by the Board of Water and Power Commissioners unless the modification involves an amount in excess of \$150,000 per year, in which case prior Board of Water and Power Commissioners approval shall be required. In all instances said changes shall become effective immediately upon written notice to Lessee. The amount of rent payable under this lease shall be increased or decreased on a pro rata basis to reflect any such addition to or deletion of lands.

**5. SIGNS:**

- 5.1. No identification signs pertaining to Lessee's operations shall be installed or placed in or on the leased premises until Lessee has submitted to Lessor drawings, sketches, design dimensions, and type and character of such identification signs proposed to be placed thereon or therein and has received written approval from Lessor. Lessor's written approval and any conditions related to the subject signs shall become a part of the lease as though fully set forth herein.
- 5.2. Other than approved identification signs, Lessee shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on the leased premises.

**6. LAWS, RULES, AND REGULATIONS:**

- 6.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.
- 6.2. Lessee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, and/or restrictions related to its use or operation of the leased premises, or with any ordinances, statutes, laws, orders, directives, and/or conditions.

**7. CARE, MAINTENANCE, AND REPAIR OF LEASED PREMISES:**

**7.1. Care of Leased Premises:**

- 7.1.1. Lessee is the current tenant and has examined the leased premises, knows the condition thereof, and accepts possession thereof in its present condition relying solely on its own inspection and not on any representations that may have been made by Lessor or any of its agents.
- 7.1.2. Lessee agrees at its sole cost and expense to keep the leased premises in good, clean, orderly, and sanitary condition, and shall not commit nor allow to be committed any waste, nuisance, or disposal of any pollutant, contaminant, hazardous waste, or hazardous substance upon the leased premises. Lessee further agrees to remove from the leased premises anything placed or stored there which Lessor considers to be undesirable or unsightly.
- 7.1.3. Any restoration or repairs to the leased premises made necessary by the installation or removal of any structure, personal property, alteration, or trade fixture owned, placed, attached, or installed by Lessee on the leased premises shall be made at Lessee's sole cost and expense.

**7.2. Maintenance and Repair:**

- 7.2.1. As part of the consideration for this lease, Lessee agrees, at all times hereunder and at its own expense, to keep, maintain, paint, and repair the leased premises and all improvements thereon, if there are any whether owned by Lessor or Lessee, in as good and substantial condition and state of repair as the same now are or in such improved condition as the same may hereafter be placed, reasonable wear and tear and damages by causes beyond Lessee's control excepted, except that regardless of the present condition or state of repair and regardless of the reasonableness or cause of wear, tear, or damages, Lessee shall keep and maintain, at all times hereunder and at its own expense, the leased premises and all improvements and facilities thereon in as

good condition and repair as may be necessary for the safety of all persons who may lawfully enter thereupon.

7.2.2. If Lessee fails to so maintain or repair the leased premises, Lessor may serve a "Notice to Cure" (Notice) upon Lessee. Said Notice shall prescribe the work to be accomplished by Lessee in order to correct the maintenance deficiencies and shall state the number of calendar days Lessee shall have to complete the work. A copy of the Notice may, at Lessor's election, be posted on the leased premises in a conspicuous place.

7.2.2.1. If, in the opinion of Lessor, any deficiency is of such nature that it cannot physically be corrected within the period originally specified by Lessor, and if Lessee has responded with a course of action and has commenced to remedy such deficiency promptly after the receipt of such Notice, and continuously and diligently proceeds in good faith to eliminate such default, then the period for correction may, at Lessor's election, be extended.

7.2.2.2. If the work prescribed in the "Notice" is not completed by Lessee in a manner reasonably satisfactory to Lessor, and Lessee fails to correct such work within the time specified by Lessor in the Notice, or as set forth in this Section, Lessor, in addition to all other remedies available to Lessor, may, at its sole option, and at Lessee's sole cost and expense, enter upon the leased premises and perform whatever work may, in the opinion of Lessor, be required to correct the maintenance deficiencies. If Lessor exercises this option, Lessee shall pay to Lessor a sum equal to the direct cost of labor and materials expended for said work, plus a surcharge equal to fifteen percent (15%) of said direct cost. Payment shall be made by Lessee within thirty (30) days of the date of Lessor's invoice date for such costs and charges, or, if such payment is not made, Lessor may, upon thirty (30) days' written notice to Lessee, increase the lease rental by an amount necessary for Lessor to recover all or part of such payment, as Lessor shall determine, over the remaining term of this lease, or any lesser portion thereof as Lessor shall determine.

7.2.3 In the absence of a written agreement to the contrary, Lessor shall not be required at any time to maintain, paint, or make repairs, improvements, alterations, or additions on or to the leased premises. Lessor reserves the right, however, at any time to perform such maintenance or make such repairs or perform such other acts on or to the leased premises as shall be, by Lessor, deemed necessary for the preservation of any portion thereof, or the protection of Lessor's investment therein, and the further right to remove trees, weeds, and other things which Lessor may deem to be unsightly or undesirable; but such works performed by Lessor shall constitute, in no event, a waiver of Lessee's obligation hereunder to keep the leased premises in good repair and free from rubbish, noxious weeds, and other unsightly matter.

**7.2.4 Lessee waives the provisions of California Civil Code Sections 1941 and 1942 with respect to Lessor's obligations for tenantability of the leased premises and Lessee's right to make repairs and deduct the expenses of such repairs from rent.**

7.2.5 Should Lessor agree at the request of Lessee to perform any maintenance, repairs, removals, alterations, construction, or other works of improvement on the leased premises, Lessor may, at its sole option, and at Lessee's sole cost and expense, enter upon the leased premises and perform such works and either bill Lessee for the entire costs of same, which Lessee agrees to pay on demand, or Lessor may, upon thirty (30) days' written notice to Lessee, increase the lease rental by an amount necessary for Lessor to recover all or part of the cost of such works, as Lessor shall determine, over the remaining term of this lease, or any lesser portion thereof as Lessor shall determine.

7.3. Tree Maintenance: Lessee shall spray trees as needed for pest control, and maintain and trim trees for safe condition near buildings. No tree shall be cut down without Lessor's prior written consent.

7.4. Burn Permits: Lessee shall not burn off any part of the leased premises without first obtaining Lessor's written consent and all necessary permits and permissions from the governmental authorities with jurisdiction. Lessee, at all times and at its sole cost and expense, shall do all things reasonably necessary to protect the leased premises from fire and fire hazards.

## 8. DISABLED ACCESS:

8.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access to improvements on the leased premises, including any services, programs, or activities provided by Lessee. Lessee shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Lessee's noncompliance.

8.2. Should Lessee fail to comply with this Section, then Lessor shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Lessee will then be required to reimburse Lessor for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

## 9. HAZARDOUS SUBSTANCES:

9.1. Indemnification – Environmental: Lessee, on behalf of itself and its officers, employees, agents, contractors and sub-contractors of any tier, and all persons acting or purporting to act on its behalf, and its successors, assigns, and sub-lessees, further undertakes and agrees to indemnify and hold harmless the City of Los Angeles (City), Lessor, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of Lessor, defend by counsel satisfactory to Lessor, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Lessee's officers, employees, sub-lessees, contractors and sub-contractors of any tier, customers, invitees, and agents, or other persons who enter onto the leased premises, or damage or

destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Lessee of any term and/or condition of this agreement, relating directly or indirectly to the release or spill of any pollutant, contaminant, hazardous waste or hazardous substance, resulting from or incident to the presence upon or performance of activities by Lessee, or its officers, employees, sub-lessees, contractors and sub-contractors of any tier, customers, invitees, and agents, or other persons acting or purporting to act on its behalf, or its successors or assigns, with respect to the leased premises, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of Lessor. It is the specific intent of this Section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

9.2. Survival of Obligations: This Section, and the obligations herein, shall survive the expiration or earlier termination of this lease.

**10. LESSOR'S RIGHT OF ACCESS AND INSPECTION:** Lessor, by and through its officers, employees, agents, representatives, and contractors, shall have the right at all reasonable times and in a reasonable manner, upon notice to Lessee, to enter upon the leased premises for the purpose of inspecting the same or for doing any act or thing that Lessor may be obligated or have the right to do under this lease, or otherwise, and no abatement of rental shall be claimed by or allowed to Lessee by reason of the exercise of such rights. In the exercise of its rights under this Section, Lessor, its officers, employees, agents, and contractors shall not unreasonably interfere with the conduct of Lessee's business on the leased premises as herein authorized.

## **11. INSURANCE:**

- 11.1. Additional Insured Status Required: Lessee shall procure at its own expense, and keep in effect at all times during the term of this lease, the types and amounts of insurance specified in the *Contract Insurance Requirements*, marked *Exhibit D*, attached hereto and made a part hereof. Such insurance shall not limit or qualify the liabilities and obligations of Lessee assumed under this lease.
- 11.2. Severability of Interests and Cross Liability Required: Each specified insurance policy, as applicable, shall contain a Severability of Interest and Cross Liability clause, and a Contractual Liability Endorsement.
- 11.3. Primary and Non-Contributory Insurance Required: All such insurance shall be Primary and Noncontributing with any other insurance held by Lessor where liability arises out of, or results from, the acts, errors or omissions of Lessee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Lessee. Any insurance carried by Lessor, which may be applicable, shall be deemed to be excess insurance and Lessee's insurance is primary for all purposes despite any conflicting provision in Lessee's policies to the contrary.
- 11.4. Proof of Insurance for Renewal or Extension Required: Within ten (10) days after the expiration date of any of the policies required on the attached *Exhibit D (Contract Insurance Requirements)*, Lessee shall submit documentation showing that the insurance coverage has been renewed and evidence shall be submitted to Lessor.

11.5. Submission of Acceptable Proof of Insurance and Notice of Cancellation: Lessee shall provide the Risk Manager of the Department of Water and Power of the City of Los Angeles all specified insurance and related requirements either by use of Lessor's own endorsement form(s) or by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager. The documents evidencing all specified coverage shall be filed with Lessor prior to Lessee beginning operations or occupying the leased premises. Said proof shall contain, at a minimum, the applicable policy number, the inclusive dates of policy coverage, the date the protection begins for Lessor, and the insurance carrier's name. Said evidence shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the Office of the Risk Manager at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to:

The Office of the Risk Manager  
Financial Services Division  
Room 465 – John Ferraro Building  
Post Office Box 51111  
Los Angeles, California 90051-0100.

- 11.6. Claims-Made Insurance Conditions: Should any portion of the required insurance be on a "Claims Made" policy, Lessee shall, at the policy expiration date following the lease term, provide evidence that the "Claims Made" policy has been renewed with a retroactive inception date to the original policy in affect at the onset or effective date of this lease.
- 11.7. Failure to Maintain and Provide Proof as Cause for Termination: Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of this lease, upon which Lessor may terminate or suspend this lease and pursue any and all available remedies.
- 11.8. Contractor and Sub-Contractor Compliance: Lessee shall be responsible for all contractor's and sub-contractor's compliance with the insurance requirements set forth herein consistent with the scope of work performed by contractor and sub-contractor.

**12. LESSOR HELD HARMLESS / INDEMNIFICATION:** Lessee acknowledges that it has inspected the leased premises, knows the condition thereof, and on behalf of itself and its officers, employees, agents, contractors and sub-contractors of any tier, and all other persons acting or purporting to act on its behalf, and its successors, assigns and sub-lessees undertakes and agrees to indemnify and hold harmless the Indemnitees, and at the option of the Lessor, defend by counsel satisfactory to the Lessor, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to Lessee's officers, employees, sub-lessees, contractors and sub-contractors of any tier, customers, invitees, and agents, or other persons who enter onto the leased premises, or damage (including environmental damage) or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to this agreement or to the leased premises covered under this agreement, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of Lessor. It is the specific intent of this Section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees

after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement. This Section, and the obligations herein, shall survive the expiration or earlier termination of this lease.

### 13. CITY OF LOS ANGELES ORDINANCE-MANDATED PROVISIONS:

- 13.1. Prevailing Wage Ordinance: To the extent applicable, Lessee shall pay or cause to be paid to all workers employed in connection with the construction of the improvements, not less than the prevailing rates of wages, as provided in the statutes applicable to the City of Los Angeles' public work contracts, including, without limitation, California Labor Code §§ 1770 to 1780.
- 13.1.1. If federal funds were at any time used in the acquisition of this land or will be used in connection with the construction of any improvements, Lessee shall comply with or cause its general contractor and all subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. § 276, et. seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010). In the event both state prevailing wages and Davis-Bacon Act wages will be required, all works shall be paid at the higher of the two wages.
- 13.1.2. Prior to the commencement of construction, and as soon as practicable in accordance with the applicable schedule of performance, Lessee shall contact the City of Los Angeles to schedule a preconstruction orientation meeting with Lessee and with the general contractor to explain such matters as the specific rates of wages to be paid to workers in connection with the construction of the improvements, preconstruction conference requirements, record keeping and reporting requirements necessary for the evaluation of Lessee's compliance with this Section.
- 13.1.3. Lessee shall monitor and enforce any applicable prevailing wage requirements imposed on its contractors and subcontractors, including withholding payments to those contractors or subcontractors who violate these requirements. In the event that Lessee fails to monitor or enforce these requirements against any contractor or subcontractor, Lessee shall be liable for the full amount of any underpayment of wages, plus costs and attorney's fees, as if Lessee was the actual employer, and the City of Los Angeles or the State Department of Industrial Relations may withhold monies owed to Lessee, may impose penalties on Lessee in the amounts specified herein, may take action directly against the contractor or subcontractor as permitted by law, and/or may declare Lessee in default of the lease and thereafter pursue any of the remedies available under this lease.
- 13.1.4. Lessee agrees to include, or cause to be included, the above provisions in all bid specifications for work covered under this lease.
- 13.1.5. Lessee shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City of Los Angeles) the Indemnitees against any Claims arising out of the failure or alleged failure of any person or entity (including Lessee and its contractor and subcontractors) to pay prevailing wages as determined pursuant to California Labor Code § 1720, et seq., and implementing regulations, or to comply with the other applicable provisions of California Labor Code § 1720, et seq., and implementing regulations of the

Department of Industrial Relations in connection with construction of the improvements or any other work undertaken or in connection with the leased premises. This indemnity shall apply whether occurring during the term of this lease and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this lease. This Subsection and the obligations herein shall survive the expiration or termination of this lease.

- 13.2. Non-Discrimination: Lessee shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age disability, marital status, domestic partner status, or medical condition. Any subleases shall contain a like nondiscrimination clause. The applicable provisions of Executive Order No. 11246 of September 24, 1965, Part 60-741 of 41 CFR pertaining to handicapped workers, including 60-741.4 Affirmative Action Clause, and Los Angeles Administrative Code §§ 10.8 to 10.13 pertaining to nondiscrimination in employment in the performance of City contracts, are incorporated herein by reference and made a part hereof as if they were fully set forth herein.
- 13.3. Affirmative Action Plan: Lessee shall have, as per Los Angeles Administrative Code § 10.8.4, an Affirmative Action Plan on file with the Director of Corporate Purchasing Services. Lessee's Plan shall be submitted on Lessor's form, available from the Director of Corporate Purchasing Services.
- 13.4. Child Support Assignment Orders: Lessee shall comply with Los Angeles Administrative Code § 10.10. Lessor requires all lessees and sublessees entering into a contract with Lessor to comply with all reporting requirements and court-ordered wage earning assignments.
- 13.5. Service Contractor Worker Retention Ordinance and Living Wage Ordinance: Under provisions of Los Angeles Administrative Code §§ 10.36, et seq., and 10.37, et seq., all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for Lessor and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; leases; licenses; or, certain recipients of Lessor financial assistance, shall comply with all applicable provisions of these ordinances. Lessor shall have the authority, under appropriate circumstances, to terminate the contract and otherwise pursue available legal remedies, if Lessor determines that the subject contractor or financial recipient violated these provisions.
- 13.6. Equal Benefits Ordinance: This lease is subject to Los Angeles Administrative Code § 10.8.2.1 related to equal benefits to employees. Lessee agrees to comply with all applicable provisions of these ordinances.
- 13.7. Slavery Disclosure Ordinance: This lease is subject to the applicable provisions of Los Angeles Administrative Code § 10.41, et seq. (the Slavery Disclosure Ordinance or SDO). Unless otherwise exempt in accordance with the provisions of the SDO, Lessee certifies that it has complied with the applicable provisions of the SDO. Under the provisions of SDO, Lessee has the authority, under appropriate circumstances, to terminate this lease and otherwise pursue legal remedies that may be available to Lessor if Lessor determines that Lessee failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.
- 13.8. Amendments to Ordinances and Administrative Code: The obligation to comply with the aforementioned ordinances and Los Angeles Administrative Code sections, which have been incorporated into this lease by reference, shall extend to any amendments, which

may be made to those ordinances and Administrative Code sections during the term of this lease.

## 14. TAXES

### 14.1. General:

- 14.1.1. Lessee shall pay any and all taxes of whatever character that may be levied or charged upon the leased premises, or upon Lessee's improvements, fixtures, equipment, or other property thereon or upon Lessee's use thereof.
- 14.1.2. Lessee shall also pay all license or permit fees necessary or required by law or regulation for the conduct of Lessee's business or use of the leased premises.
- 14.1.3. If a claim is made against Lessor for any of the above charges, Lessor shall promptly notify Lessee in writing; provided, however, that failure by Lessor to give such notice shall not constitute a waiver of Lessee's obligation to pay such taxes, license and/or permit fees.

14.2. Special Assessments: In the event any special assessments or taxes are levied against the leased premises by a district, special district, assessment district, or any other political entity or public corporation with power to levy taxes and/or assessments, such as a watermaster service or a water district, Lessor shall pay said taxes and/or assessments, and said payment, unless Lessor shall otherwise find and determine, will be added to the basic rental at the beginning of any rental period.

14.3. Substitute and Additional Taxes: If at any time during the term of this lease the State of California or any political subdivision of the state, including any county, city, public corporation, district, or any other political entity or public corporation of this state, levies or assesses against Lessor a tax, fee, or excise on rents on the square footage of the leased premises on the act of entering into this lease or on the occupancy of Lessee, or levies or assesses against Lessor any other tax, fee, or excise, however described, including, without limitation, a so-called value-added tax, as a direct substitution in whole or in part for or in addition to any real property taxes, Lessee shall pay before delinquency that tax, fee, or excise. Lessee's share of any such tax, fee, or excise shall be substantially the same as Lessee's proportionate share of real property taxes as provided in this lease.

14.4. Possessory Interest Tax: By executing this lease and accepting the benefits thereof, a property interest may be created known as a "possessory interest," and such property interest will be subject to property taxation. Lessee, as the party in whom the possessory interest is vested, will be subject to the payment of the property taxes levied upon such interest. Lessee herewith acknowledges that by this paragraph, Lessor has provided notice of possessory liability as required by California Revenue and Taxation Code Section 107.6.

14.5. The obligations of Lessee under this Section 14 however, shall not prevent Lessee from contesting the validity and/or applicability of any of the above charges and during the period of any such lawful contest, Lessee may refrain from making, or direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Lessee is held responsible for such taxes and/or fees, Lessee shall promptly pay the required amount plus all legally imposed interest, penalties and surcharges. If all or any part of such taxes and/or fees, penalties, or surcharges are refunded to Lessor, Lessor shall remit to Lessee such sum(s) to which Lessee is legally entitled.

15. **UTILITIES:** Lessee agrees to promptly pay all charges for public utility services furnished for use on the leased premises and any other charges accruing or payable in connection with Lessee's use and occupancy of the leased premises.

16. **ASSIGNMENTS AND SUBLEASES:**

16.1. Lessee shall not, in any manner, assign, transfer, or encumber this lease, or any portion thereof or any interest therein, nor sublet or sublease the whole or any part of the leased premises, nor license or permit the use of the same, in whole or in part, without the prior written consent of Lessor. Any attempts to transfer, assign, or sublease without the consent required by this Section shall be void and shall transfer no rights to the leased premises. Consent to one assignment, subletting, or use, or occupation shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use. This lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law without the prior written consent of Lessor.

16.2. Involuntary Assignment:

16.2.1. No interest of Lessee in this lease shall be assignable by operation of law (including, without limitation, the transfer of this lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

16.2.1.1. If Lessee is or becomes bankrupt or insolvent; makes an assignment for the benefit of creditors; institutes, or is a party to, a proceeding under the Bankruptcy Act in which Lessee is the bankrupt or debtor; or, if Lessee is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

16.2.1.2. If a writ of attachment or execution is levied on this lease; or

16.2.1.3. If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the leased premises.

16.2.2. An involuntary assignment shall constitute a default by Lessee, and Lessor shall have the right to terminate this lease, in which case this lease shall not be treated as an asset of Lessee. If a writ of attachment or execution is levied on this lease, Lessee shall have thirty (30) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

16.3. Corporation or Partnership:

16.3.1. If Lessee is a corporation, this lease is to the corporation as it currently exists. Any dissolution, merger, consolidation, or other reorganization of Lessee, or the sale or other transfer of stock ownership of the corporation, voluntary, involuntary, or by operation of law, greater than ten percent (10%) shall be deemed a voluntary assignment of this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof, including that provision requiring Lessor's prior written consent. This paragraph shall not apply to corporations the stock of which is traded through an exchange.

- 16.3.2. If Lessee is a partnership, this lease is to the partnership as it currently exists. A withdrawal or change, voluntary, involuntary, or by operation of law, of any partner, or the dissolution of the partnership shall be deemed a request to assign this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof.
- 16.4. Each request for consent to an assignment shall be in writing, accompanied by the following:
- 16.4.1. A copy of the purchase/sale agreement, which shall include a detailed list of the assets that comprises the sales price.
- 16.4.2. A copy of the escrow instructions pertaining to the transaction.
- 16.4.3. Information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee, including but not limited to the intended use and/or required modification of the leased premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request.
- 16.4.4. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested.
- 16.5. In the case of an assignment, Lessee shall pay to Lessor any monetary or other economic consideration received by Lessee that is attributed to the leasehold as an asset. Said amount shall be over and above the amount of Lessee's rental and other payments due Lessor pursuant to this lease.
- 16.6. In the case of a sublease, it shall not be deemed to be an unreasonable restraint by Lessor, as a condition to the Consent to Sublease, for Lessor to require that Lessee pay to Lessor a percentage, to be negotiated, of any monetary or other economic consideration received by Lessee as a result of the sublease over and above the amount of Lessee's rental and other payments due Lessor pursuant to this lease.
17. **CONDEMNATION:** The parties hereby agree that if the leased premises, or any portion thereof, or any interest therein, are taken by eminent domain for public use, or otherwise, by any governmental authority, or by a "quasi-public entity" having the power of condemnation, or sold to a governmental authority threatening to exercise the power of eminent domain, this lease, and Lessee's obligation to pay rent hereunder, shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, and the rent, fees and/or other charges hereunder shall be apportioned and paid to the date of such taking. A taking of the leased premises includes the taking of easements for air, light and any other easements in the land, including, but not limited to an impairment or taking of access to adjoining streets.
- 17.1. Effect of Partial Condemnation: In the event a portion of the leased premises are appropriated or taken and Lessee, at its sole discretion, determines that the remainder thereof is not suitable for the continued use of the leased premises by Lessee for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking, Lessee shall have the right to terminate this lease upon giving Lessor written notice of its intent to exercise said right. Said notice shall be given not more than one hundred twenty (120) days following the date of service of a complaint in eminent domain upon Lessee, or one hundred twenty (120) days following Lessor's demand that Lessee acknowledge its intent to terminate this lease, unless Lessor and Lessee agree, in writing, to an earlier termination or to extend said period. If Lessee exercises its right to

terminate this lease pursuant to this Subsection, Lessee shall give Lessor thirty (30) days prior written notice of the effective date of said termination.

- 17.1.1. If, in the event of such taking of a portion of the leased premises, Lessee does not terminate this lease, this lease shall continue in full force and effect as to the part not taken, and the rent to be paid by Lessee during the remainder of the term, subject to adjustment as provided elsewhere in this lease, shall be as follows: the land and improvement rental shall be reduced in the same proportion as the land taken by eminent domain bears to the area of the leased premises before the taking.
- 17.1.2. In determining whether a partial condemnation renders the remainder of the leased premises unsuitable for the use then being made of the leased premises by Lessee, Lessee, among other things, shall take into consideration the cost of restoration, the rentable area of the remaining improvements and the suitability of the remaining leased premises for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking.
- 17.1.3. Except as provided for in Article II, Subsection 2.2, entitled *Ownership of Improvements*, should Lessee terminate this lease pursuant to this Section, title to all improvements, additions or alterations constructed or installed by Lessee upon the leased premises and which have not already vested in Lessor shall thereupon vest in Lessor.

17.2. Application of Award Upon a Total or Partial Taking:

- 17.2.1. If this lease is terminated pursuant to this Section, or, if all or a portion of the leased premises are taken, then the entire award or compensation paid for land, improvements, and buildings owned by Lessor, the amortized portion of the value of buildings and improvements built by Lessee and which will become the property of Lessor upon termination of this lease, shall be the property of Lessor.
- 17.2.2. Lessee shall have the right to receive compensation for the unamortized value of the buildings and any improvements that are still owned by Lessee and that were placed on the leased premises by Lessee and located thereon at the time of such taking or appropriation, and for its trade fixtures, equipment, and supplies, and for loss or damage to Lessee's business goodwill. The "amortized value" that Lessor shall be entitled to receive is a portion of the award for said Lessee-owned buildings and improvements equal to an amount determined by a ratio equal to the number of years the building and/or improvements have been in existence over the original term of the lease, without consideration of any possibility or probability of renewal, or of options, if any. There shall be no amortization of partially constructed improvements authorized by Lessor, if said construction is incomplete within the time period set forth in the approval granted by Lessor. The value, to be determined by Lessor, of such partially constructed improvements shall be paid to Lessee.

- 17.3. Severance Damages: The entire award of compensation paid for any severance damages, whether paid for impairment of access, for land, buildings, and/or improvements shall be the property of Lessor, regardless of whether any buildings or improvements so damaged are owned or were constructed by Lessor or Lessee. However, should Lessor determine that improvements are to be restored, that portion of the severance damages necessary to pay the cost of restoration, as set forth in this Section, shall be paid to Lessee upon the written request of Lessee, accompanied by

evidence that the sum requested has been paid for said restoration and is a proper item of such cost and used for such purpose.

- 17.4. Partial Taking: Restoration: In case of a taking of the leased premises other than a total taking and/or should Lessee elect not to terminate this lease pursuant to this Section, Lessor and Lessee may mutually agree that Lessee shall restore any improvements on the leased premises, and Lessee shall, at Lessee's expense, whether or not the awards or payments, if any, on account of such taking are sufficient for the purpose, promptly commence and proceed with reasonable diligence to effect (subject to Force Majeure) restoration of the improvements on the remaining portion of the leased premises as nearly as possible to their condition and character immediately prior to such taking, except for any reduction in area caused thereby, or with such changes or alterations as may be made at the election of Lessee in accordance with Article II, Section 2.1, entitled *Lessee Improvements and Alterations*.
- 17.4.1. In the event the improvements damaged and/or taken belong to Lessor, Lessor shall not be obligated to restore said improvements should Lessor, in its sole discretion, determine not to do so.
- 17.5. Taking for Temporary Use: In the event of a taking of all or any portion of the leased premises for temporary use, this lease shall continue in full force and effect without reduction or abatement of rental or other sum payable hereunder, and Lessee shall be entitled to make claim for, recover and retain any awards or proceeds made on account thereof, whether in the form of rent or otherwise, unless such period of temporary use or occupancy extends beyond the term of this lease, in which case such awards or proceeds shall be apportioned between Lessor and Lessee as heretofore specified. Lessee shall restore or cause to be restored any such areas temporarily taken to the condition existing before the taking.

## 18. DEFAULT:

- 18.1. Default Events: The following events shall be deemed to be events of default by Lessee under the lease:
- 18.1.1. Lessee fails to pay any rent due under this lease, which failure continues for a period of twenty (20) days after such payment should have been paid pursuant to the terms and conditions of this lease; or
- 18.1.2. Lessee fails to comply with any term, provision, condition, or covenant of this lease, other than paying rent, and does not cure such failure within thirty (30) days (or within such longer period of time as may be granted by Lessor in writing) after Lessor has sent written notice to Lessee specifying such failure.
- 18.2. Lessor's Remedies: Upon the occurrence of a default, Lessor, in addition to any other rights or remedies available to Lessor at law or in equity, shall have the right to:
- 18.2.1. Terminate this lease and all rights of Lessee under this lease, by giving Lessee thirty (30) days written notice that this lease is terminated, in which case, Lessor may recover from Lessee the aggregate sum of:
- 18.2.1.1. The worth at the time of award of any unpaid rent that had been earned at the time of termination;
- 18.2.1.2. The worth at the time of award of the amount by which (a) the unpaid rent that would have been earned after termination until the time of award exceeds (b) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;

- 18.2.1.3. The worth at the time of award of the amount by which (a) the unpaid rent for the balance of the term after the time of award exceeds (b) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;
  - 18.2.1.4. Any other amount necessary to compensate Lessor for all the detriment caused by Lessee's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from Lessee's failure; and
  - 18.2.1.5. All other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California law.
  - 18.2.1.6. As used in this Section, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum.
  - 18.2.1.7. As used in this Section, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).
  - 18.2.1.8. As used in this Section, the term "rent" shall include the rent described in Article I, Section 4, entitled *Rent* and any and all other payments required by Lessee under this lease.
- 18.2.2. Continue this lease, and from time to time, without terminating this lease, either:
- 18.2.2.1. Recover all rent and other amounts payable as they become due; or
  - 18.2.2.2. Re-let the leased premises or any part on behalf of Lessee on terms and at the rent that Lessor, in Lessor's sole discretion, may deem advisable, all with the right to make alterations and repairs to the leased premises, at Lessee's sole cost, and apply the proceeds of re-letting to the rent and other amounts payable by Lessee. To the extent that the rent and other amounts payable by Lessee under this lease exceed the amount of the proceeds from re-letting, Lessor may recover the excess from Lessee as and when due.
- 18.2.3. Upon the occurrence of a default, Lessor shall also have the right, with or without terminating this lease, to re-enter the leased premises and remove all property from the leased premises. Lessor may store the property removed from the leased premises at the expense and for the account of Lessee.
- 18.2.4. None of the following remedial actions, alone or in combination, shall be construed as an election by Lessor to terminate this lease unless Lessor has in fact given Lessee written notice that this lease is terminated or unless a court of competent jurisdiction decrees termination of this lease: any act by Lessor to maintain or preserve the leased premises; any efforts by Lessor to re-let the leased premises; or any re-entry, repossession, or re-letting of the leased premises by Lessor pursuant to this Section. If Lessor takes any of the previous remedial actions without terminating this lease, Lessor may nevertheless, at any later time, terminate this lease by written notice to Lessee.

- 18.2.5. If Lessor re-lets the leased premises, Lessor shall apply the revenue from the re-letting as follows: first, to the payment of any indebtedness other than rent due from Lessee to Lessor; second, to the payment of any cost of re-letting; third, to the payment of the cost of any maintenance and repairs to the leased premises; and fourth, to the payment of rent and other amounts due and unpaid under this lease. Lessor shall hold and apply the residue, if any, to payment of future amounts payable under this lease as the same may become due, and shall be entitled to retain the eventual balance with no liability to Lessee. If the revenue from re-letting during any month, after application pursuant to the previous provisions, is less than the sum of (a) Lessor's expenditures for the leased premises during that month and (b) the amounts due from Lessee during that month, Lessee shall pay the deficiency to Lessor immediately upon demand.
- 18.2.6. After the occurrence of a default, Lessor, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the default for the account and at the expense of Lessee. However, Lessor must by prior written notice first allow Lessee a reasonable opportunity to cure, except in cases of emergency, where Lessor may proceed without prior notice to Lessee. Lessee shall, upon demand, immediately reimburse Lessor for all costs, including costs of settlements, defense, court costs, and attorney fees that Lessor may incur in the course of any cure.
- 18.2.7. No security or guaranty for the performance of Lessee's obligations that Lessor may now or later hold shall in any way constitute a bar or defense to any action initiated by Lessor or unlawful detainer or for the recovery of the leased premises, for enforcement of any obligation of Lessee, or for the recovery of damages caused by a breach of this lease by Lessee or by a default.
- 18.3. Cross Default: A material breach of the terms of any other lease, license, permit, or contract held by Lessee with Lessor shall constitute a material breach of the terms of this lease, and shall give Lessor the right to terminate this lease for cause in accordance with the procedures set forth in Section 18.
- 18.4. Waiver:
- 18.4.1. No delay or omission in the exercise of any right or remedy of Lessor on any default by Lessee shall impair such a right or remedy or be construed as a waiver.
- 18.4.2. The receipt and acceptance by Lessor of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.
- 18.4.3. No act or conduct of Lessor, including, without limitation, the acceptance of the keys to the premises, shall constitute an acceptance of the surrender of the premises by Lessee before the expiration of the term. Only a notice from Lessor to Lessee shall constitute acceptance of the surrender of the premises and accomplish a termination of the lease.
- 18.4.4. Lessor's consent or approval of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent act by Lessee.
- 18.4.5. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any default or nonperformance by the other party of any

obligations, agreements, or covenants under this lease shall be deemed to be a waiver of any subsequent default or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any default or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that default or nonperformance.

- 18.5. Cumulative Nature of Remedies: Lessor shall have the remedies allowed in this lease if Lessee commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

## 19. TERMINATION BY PARTIES:

- 19.1. This lease may be terminated by either party by giving to the other party not less than thirty (30) days' advance written notice of such termination; but, for reasons other than nonpayment of rent, such right of termination shall be exercised by Lessor only when Lessee is in default of this lease, or in the event the Board of Water and Power Commissioners determines that the operations of Lessor or the public interest require such termination.
- 19.2. Lessor shall have the unconditional right to terminate this lease by giving Lessee one hundred eighty (180) days advance written notice of such termination.
- 19.3. During and upon termination of this lease for whatever reason, Lessee shall be responsible, to the extent caused by or introduced onto the leased premises by Lessee, for any and all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any governmental authority regulating, or imposing liability or standards of conduct concerning any pollutant, contaminant, hazardous waste or hazardous substance on, under, or about the leased premises, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCS §§9601 et seq.); the Resource Conservation and Recovery Act of 1976 (42 USCS §§6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (33 USCS §§1251 et seq.); the Toxic Substances Control Act (15 USCS §§2601 et seq.); the Hazardous Materials Transportation Act (49 USCS §§5101 et seq.); the Federal Insecticide, Fungicide, Rodenticide Act (7 USCS §§136 et seq.); the Superfund Amendments and Reauthorization Act (42 USCS §§9601 et seq.); the Clean Air Act (42 USCS §§7401 et seq.); the Safe Drinking Water Act (42 USCS §§300f et seq.); the Solid Waste Disposal Act (42 USCS §§6901 et seq.); the Surface Mining Control and Reclamation Act (30 USCS §§1201 et seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et seq.); the Occupational Safety and Health Act (29 USCS §§651 et seq.); the California Underground Storage of Hazardous Substances Act (H&SC §§25280 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (H&SC §§25300 et seq.); the California Hazardous Waste Control Act (H&SC §§25100 et seq.); the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§25249.5 et seq.); and the Porter-Cologne Water Quality Control Act (Wat. C. §§13000 et seq.); together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to any pollutant, contaminant, hazardous waste or hazardous substances on, under, or about the leased

premises, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of Lessor and any governmental body having jurisdiction there over.

**20. SURRENDER OF LEASED PREMISES:**

- 20.1. Upon the expiration of the term of this lease or sooner termination as herein provided, Lessor has the right to discontinue leasing the leased premises and has no obligation to Lessee to renew, extend, transfer, or re-lease the leased premises. If this right is exercised by Lessor, Lessee shall vacate the leased premises and shall peaceably surrender the same. Lessee is obliged to, and shall remove any and all Lessee-owned personal property, trade fixtures, and goods, and pollutants, contaminants, hazardous wastes or hazardous substances located in or upon the leased premises, except for trees and shrubs, and structures and improvements, title to which automatically passes to Lessor pursuant to this lease. Lessee shall leave the leased premises in a level, graded condition.
- 20.2. Lessor may waive the obligation to remove and restore, in writing, upon prior written request therefor by Lessee. If the obligation is waived, Lessee shall quit and surrender possession of the leased premises to Lessor in at least as good and usable condition as the same are required to be maintained under this lease. In this event, Lessor shall acquire title to any and all such personal property, trade fixtures and goods, located in or upon the leased premises and remaining there upon the expiration or any termination of this lease, and Lessee agrees that title to same shall and by this agreement does vest in Lessor, and that Lessee shall thereafter have no rights whatsoever in any such personal property, trade fixtures, and goods left on the leased premises.
- 20.3. Should Lessee fail to remove any Lessee-owned or sublessee-owned personal property, trade fixtures, and goods or fail to request Lessor's waiver of removal, Lessor can elect to retain or dispose of, in any manner, any such personal property, trade fixtures, and goods that Lessee does not remove from the leased premises on expiration or termination of the term as allowed or required by this lease by giving thirty (30) days' written notice to Lessee. Title to any such personal property, trade fixtures, and goods shall vest in Lessor on the expiration of the thirty (30) day notice. Lessee waives all claims against Lessor for any damage to Lessee resulting from Lessor's retention or disposal of any such property. Lessee shall be liable to Lessor for Lessor's costs for storing, removing, or disposing of any property of Lessee or sub-lessees.

**21. HOLDING OVER:** If Lessee shall hold over after expiration or other termination of this lease, whether with the apparent consent or without the consent of Lessor, such shall not constitute a renewal or extension of this lease, nor a month-to-month tenancy, but only a tenancy at will with liability for reasonable rent, and in all other respects on the same terms and conditions as are herein provided. The term reasonable rent as used in this Section shall be no less than 1/12<sup>th</sup> of the total yearly rents, taxes, and assessments provided for elsewhere in this lease, per month, and said reasonable rent during the holdover period shall be paid, in advance, on the first day of each month.

**22. QUITCLAIM OF LESSEE'S INTEREST UPON TERMINATION:** Upon termination of this lease for any reason, including, but not limited to, termination because of default by Lessee, Lessee shall execute, acknowledge, and deliver to Lessor immediately upon written demand therefor a good and sufficient deed whereby all right, title, and interest of Lessee in the leased premises is quitclaimed to Lessor. Should Lessee fail or refuse to deliver the required deed to Lessor, Lessor may prepare and record a notice reciting the failure of Lessee to execute, acknowledge,

and deliver such deed, and said notice shall be conclusive evidence of the termination of this lease and of all right of Lessee or those claiming under Lessee in and to the leased premises.

- 23. SUCCESSORS IN INTEREST:** This lease shall inure to the benefit of, and be binding upon the parties hereto and any heirs, successors, executors, administrators, and any permitted assigns, as fully and to the same extent specifically mentioned in each instance, and every term, covenant, condition, stipulation, and agreement contained in this lease shall extend to and bind any heir, successor, executor, administrator, and assign, all of whom shall be jointly and severally liable hereunder.
- 24. AUDITS:** Lessor may, at its sole discretion and with reasonable notice to Lessee, require Lessee to provide access to all records and other information necessary to perform an audit of rental, fees, and other charges paid and payable to Lessor. Lessor's right to access such records and information shall survive three (3) years beyond the expiration or early termination of this lease. Lessee shall retain all records and other information necessary to perform an audit as described above for a minimum of seven (7) years.
- 25. RECORDING:** Neither this lease nor a memorandum thereof shall be recorded without Lessor's prior written consent.
- 26. WAIVER:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.
- 27. ESTOPPEL CERTIFICATES:**
- 27.1. Estoppel Certificate From Lessee: Within fifteen (15) days following any written request that Lessor may make from time to time pursuant to the request of a lender or prospective purchaser, Lessee shall execute and deliver to Lessor a statement certifying: (a) the commencement date of this lease; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect as modified, and stating the date and nature of the such modifications); (c) the date to which the rental and other sums payable under the lease have been paid; and (d) the fact that there are no current defaults under the lease by either party except as specified in Lessee's statement. The parties intend that any statement delivered pursuant to this Section may be relied on by any mortgagee, beneficiary, purchaser or prospective purchaser of the leased premises or any interest therein.
- 27.2. Lessee's Failure to Provide Statement: Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee that (a) this lease is in full force and effect, without modification except as may be represented by Lessor; and that (b) there are no uncured defaults in Lessor's performance.
- 27.3. Estoppel Certificate From Lessor: Within fifteen (15) business days following any written request that Lessee may make from time to time pursuant to the request of a prospective assignee or sublessee, Lessor shall execute and deliver to Lessee a statement certifying: (a) the commencement date of this lease; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications

hereto, that this lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rental and other sums payable under this lease have been paid; and (d) the fact that there are no current defaults under this lease by Lessee, except as specified in Lessor's statement. The parties intend that any statement delivered pursuant to this Section may be relied upon by the proposed assignee or sublessee for whom it was requested. Lessor's failure to deliver such statement within such time shall be conclusive upon Lessor that (1) this lease is in full force and effect without modification, except as represented by Lessee; and that (2) there are no uncured defaults of Lessee under the lease; provided, however, that such conclusive effect is applicable only to the failure of Lessor to respond after an additional five (5) working days' notice to Lessor and only with respect to the proposed assignee or sublessee for whom it was requested.

## 28. MISCELLANEOUS PROVISIONS:

- 28.1. Fair Meaning: The language of this lease shall be construed according to its fair meaning, and not strictly for or against either Lessor or Lessee.
- 28.2. Section Headings: The section and subsection headings appearing herein are for the convenience of Lessor and Lessee, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this lease.
- 28.3. Void Provisions: If any provision of this lease is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this lease, and all such other provisions shall remain in full force and effect.
- 28.4. Two Constructions: It is the intention of the parties hereto that if any provision of this lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 28.5. Laws of California: This lease shall be construed and enforced in accordance with the laws of the State of California.
- 28.6. Lessor's Consent: In each instance herein where the City of Los Angeles' Board of Water and Power Commissioners' or Lessor's approval or consent is required before Lessee may act, such approval or consent shall be withheld in their respective sole and absolute discretion.
- 28.7. Gender: The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 28.8. Time: Time shall be of the essence in complying with the terms, conditions, and provisions of this lease.
- 28.9. Integration Clause: It is understood that no alteration or variation of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.
- 28.10. Force Majeure: Except as otherwise provided in this lease, whenever a day is established in this lease on which, or a period of time, including a reasonable period of time, is designated within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of services, labor or

materials, disruption of service or brownouts from utilities not due to action or inaction of Lessor, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control--financial inability excepted; provided, however, that nothing contained in this Subsection shall excuse Lessee from the prompt payment of any rental or other monetary charge required of Lessee hereunder.

- 28.11. Approvals: Any consent or approvals required by Lessor under this lease shall be approvals of Lessor acting as Lessor and shall not relate to, constitute a waiver or, supersede or otherwise limit or affect the governmental approvals or rights of Lessor as a governmental agency, including the approval of any permits required for construction or maintenance of the leased premises and the passage of any laws including those relating to zoning, land use, building and safety.
- 28.12. Conflicts in this Lease: If there are any direct conflicts between the provisions of Article I and Article II of the lease, the provisions of Article I shall be controlling.
- 28.13. Days: Unless otherwise specified, "days" shall mean calendar days.
- 28.14. Deprivation of Lessee's Rights: Lessor shall not be liable to Lessee for any diminution or deprivation of Lessee's rights under this lease that may result from Lessee's obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any federal, state and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this Section, nor shall Lessee be entitled to terminate the whole or any portion of the lease by reason thereof.
- 28.15. Executed in Counterpart: This lease may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

- 29. OTHER AGREEMENTS NOT AFFECTED:** Except as specifically stated herein, this lease, and the terms, conditions, provisions and covenants hereof, shall apply only to the leased premises herein particularly described, and shall not in any way change, amend, modify, alter, enlarge, impair, or prejudice any of the rights, privileges, duties, or obligations of either of the parties hereto, under or by reason of any other agreement between said parties, except that nothing contained in such other agreement shall limit the use by Lessee of the within leased premises for the herein referred to purpose.
- 30. SUPERSEDURE:** This lease, upon becoming effective, shall supersede and annul any and all permits, leases, or rent agreements heretofore made or issued for the leased premises between Lessor and Lessee; and any such permits, leases, or rental agreements shall hereafter be void and of no effect except as to any rentals, royalties, or fees that may have accrued thereunder.
- 31. ENTIRE UNDERSTANDING:** This lease contains the entire understanding of the parties, and Lessee, by accepting the same, acknowledges that it supersedes and annuls any writings or oral discussions, statements, understandings, or representations that may have been made concerning the subject matter hereof; and that there is no other written or oral understanding between the parties in respect to the leased premises or the rights and obligations of the parties hereto. No modification, amendment, or alteration of this lease shall be valid unless it is in writing and signed by the parties hereto.

LEASE NO.: 1494  
ACCOUNT NO.: 17262  
REFERENCE DATE: November 9, 2015

IN WITNESS WHEREOF, the parties hereto have themselves, or through their duly authorized officers, caused this lease to be executed as of the day and year herein below written.

The signature affixed hereto of Lessee, or the authorized representative of Lessee, certifies that Lessee has read and does understand each and every section and paragraph contained in this lease and agrees to abide by and be bound by same.

County of Inyo

Date: \_\_\_\_\_ By: \_\_\_\_\_

163 May Street  
Bishop, CA 93514

\_\_\_\_\_  
**LESSEE**

LEASE NO.: 1494  
ACCOUNT NO.: 17262  
REFERENCE DATE: November 9, 2015

IN WITNESS WHEREOF, the parties hereto have themselves, or through their duly authorized officers, caused this lease to be executed as of the day and year herein below written.

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES BY  
BOARD OF WATER AND POWER COMMISSIONERS

By: \_\_\_\_\_  
DAVID H. WRIGHT  
Interim General Manager

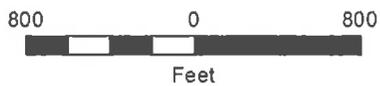
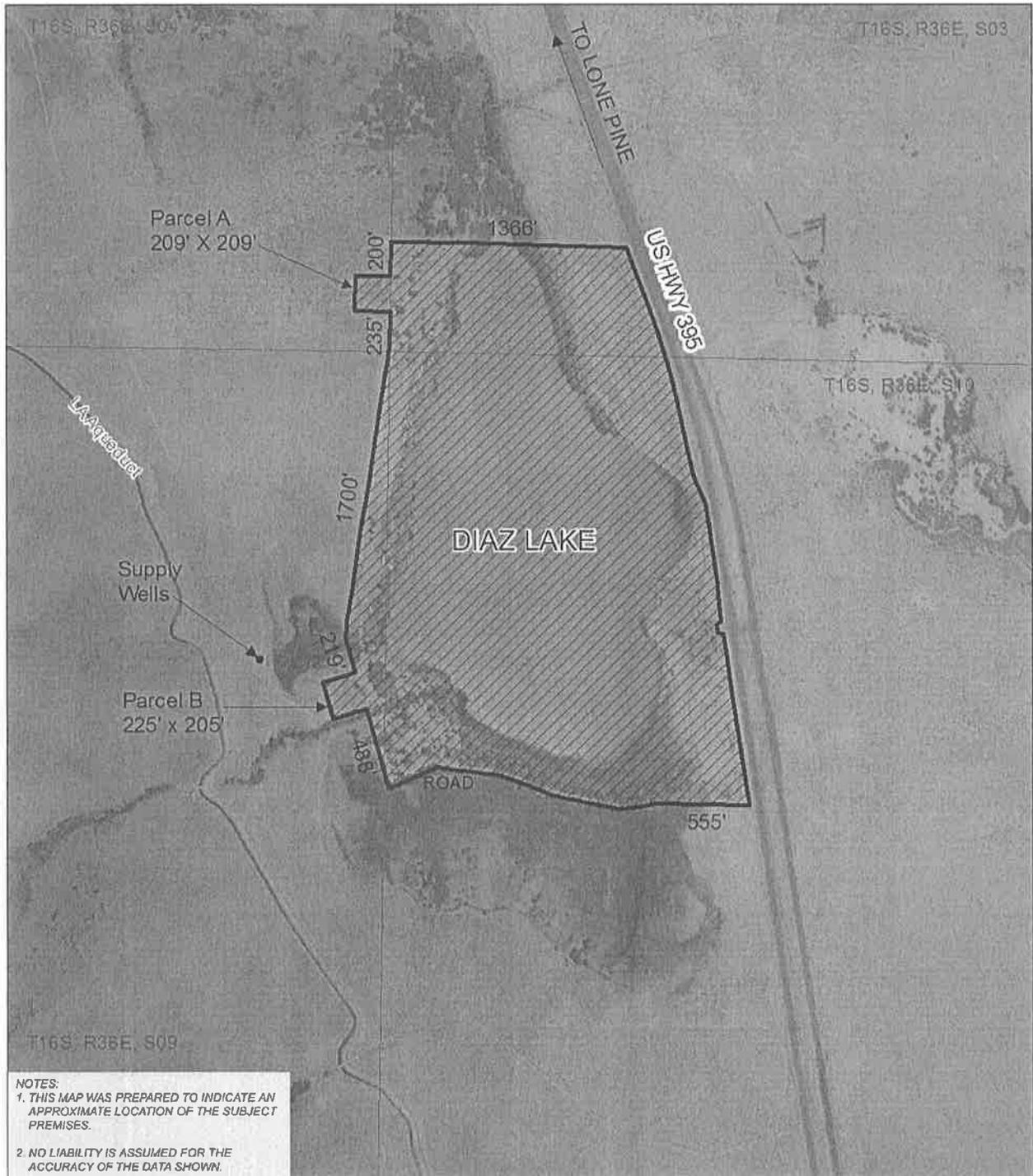
Date: \_\_\_\_\_

And: \_\_\_\_\_  
BARBARA E. MOSCHOS  
Secretary

**LESSOR**

# EXHIBIT A

(lease map)



Subject Premise  
144.63 Ac.  
BL 1494

26-140-04

## EXHIBIT B

# DIAZ LAKE OPERATIONAL PLAN

JUNE 2, 2016

### LESSEE OPERATION

Diaz Lake is a valued Inyo County resource with the potential to be a first class tourist draw. Capital improvements following a prepared master plan would be put into place in coordination with Inyo County Parks and Recreation (County), the Los Angeles Department of Water and Power (LADWP) and the Inyo County Board of Supervisors.

### CAMPGROUND OPERATIONS

The following is a summary of the plans for Campground Operations:  
The Diaz Lake facility is currently being operated by County staff. Although private concessionaires have been utilized in the past, Inyo County does not currently intend to contract with the concessionaire.

**RESTROOMS:** Two restrooms at the facility are to be rehabilitated and brought up to ADA standards. A new restroom is planned in conjunction with a new boat launching facility discussed later in this document. A new vault toilet is planned for the north end of the campground.

**SHOWERS:** Four new showers are to be installed in the day use section.

**LANDSCAPE:** *Irrigation water lines to be installed in the Alabama and Buttermilk sections. New trees and shrubs are proposed along the highway better suited for the climate and environmental conditions found at the site.*

**CAMPSITES:** All campsites will be numbered. Several campsites will be reconfigured. Campsite improvements also include upgrading of the water system at the Alabama and Buttermilk sections. New fire rings to be provided at campsites where needed.

**BOATING:** A new ADA kayak/canoe dock is to be built utilizing grant funds from the state. Included in the project is a new ADA accessible single stall, vault toilet. Install individual boat docks at each cove on the west side of the lake.

**RECYCLING:** *A recycling program with divided collection containers will be provided at each restroom area. The material will be transported to a recycling center.*

**FISHING:** *Fish cleaning stations will be rehabilitated.*

**LIGHTING:** *New lighting to be provided at the entrance of the lake. Solar powered lighting to be installed at vault restroom areas.*

**SIGNAGE:** *Installed additional signage throughout the park.*

**SWIMMING:** *Rehabilitate day use beaches and swim areas.*

### BOAT RAMP OPERATION

#### A. Hours of Operation:

A lake/boat ramp attendant will be on duty at the facility entry station and boat ramp from 7:00 a.m. to dusk daily from May 1 to October 15. The boat ramp will open during the early fishing opener at Diaz Lake. The Diaz Lake campground will be open seven days a week utilizing automated pay stations.

### QUAGGA/ZEBRA MUSSEL INFESTATION PREVENTION PLAN

All watercraft planning to access Diaz Lake will be required to go through a complete inspection by qualified personnel, as described in Exhibit D. Boat owners will be asked to complete a *Boat Use Survey* form with a series of questions regarding past use and past procedures. After the watercraft has been found to have no invasive

mussel present, it would be allowed to launch. If mussels or contamination that may harbor mussels were found, launching would be denied.

A. Inspections:

County will be profoundly aware of the mussel prevention issue and will assist in the preparation of the *Preventative Measures* as described in Exhibit D, section entitled, "Preventative Measures". Concessionaire will implement policies that mirror and comply with State and Local requirements and LADWP inspection requirements and training.

County will implement procedures to have its staff trained in all aspects of the preventative measures by coordinating with LADWP staff to receive continuous prevention education to keep abreast of any changes in the prevention/inspection procedures.

County will conduct inspections of all watercraft as described in Exhibit D, section entitled, "Inspections". The inspections will include the physical inspection of the entire watercraft inside and out including all holding tanks, bait tanks, the trailer and any other areas that may hold or trap water.

B. Enhancement:

The County has applied for a grant to allow for enhanced training and public education regarding Quagga Mussel infestation.

**SHOP BUILDING**

County will operate, maintain control of and have sole access to the shop building located on the leased premises.

## EXHIBIT C

# Diaz Lake Quagga and Zebra Mussel Action Plan

Los Angeles Department of Water and Power

Northern District Aqueduct Section

December 2015

### INTRODUCTION

Zebra mussels (*Dreissena polymorpha*) were first established in the United States from Eastern Europe in 1988 in Lake St. Clair, Michigan. These invasive mussels have quickly spread throughout many water bodies east of the Continental Divide. Quagga mussels (*Dreissena bugensis*), a zebra mussel relative, were recently discovered in Lake Mead, Nevada, in early 2007 and, within a year, 11 reservoirs in southern California have become infested with quagga mussels. Lake Havasu, Arizona, has experienced quagga mussel densities increase by orders of magnitude since mussels were first discovered. In January 2008, zebra mussels were found for the first time in California in San Justo Reservoir, San Benito County.

Zebra and quagga mussels are causing significant economic and ecological impacts throughout their expanding range. Colonies of zebra and quagga mussels clog filters, pipes, pumps, and power plant cooling systems. Invasive mussels are significantly impacting aquatic ecosystems, altering nutrient flow, decimating native aquatic communities, and providing a sink for environmental contaminants. Zebra mussels are capable of filtering up to a liter of water a day, removing planktonic organisms that serve as a base of the food chain for fish and other organisms.

There is currently no way to eradicate these invasive mussels, so preventing them from becoming established is key. Boats traveling from infested waterways are believed to be the primary vector in spreading these invasive mussels. Given the rate of dispersal of quagga and zebra mussels without implementing strategies to reduce exposure, it would be just a matter of time before these invasive mussels appear in Los Angeles Department of Water and Power facilities.

On September 30, 2008, Governor Schwarzenegger approved Assembly Bill 2065, which mandates:

- (a) Any person, or federal, state, or local agency, district, or authority that owns or manages a reservoir, as defined in Section 6004.5 of the Water Code, where recreational, boating, or fishing activities are permitted, except a privately owned reservoir that is not open to the public, shall do both of the following:
  - (1) Assess the vulnerability of the reservoir for the introduction of nonnative dreissenid mussel species.
  - (2) Develop and implement a program designed to prevent the introduction of nonnative dreissenid mussel species.
- (b) The program shall include, at a minimum, all of the following:
  - (1) Public education
  - (2) Monitoring
  - (3) Management of those recreational, boating, or fishing activities that are permitted

Due to the recognition that mussels could be introduced by just one infested watercraft, all watercrafts are to be inspected for invasive mussels before entering Diaz Lake. Managers of other water bodies around California have implemented similar measures in order to protect water resources from introduction of invasive mussels. Lake Cachuma, Lake Piru, Diamond Valley Lake, Lake Tahoe, and many other water bodies have implemented mandatory inspections and launch denials. Lake Casitas and Westlake Lake have gone one step further by implementing a ban on outside boats. At Lake Casitas, only boats stored or moored at the lake are allowed to launch, and only after passing an inspection and a 10-day quarantine period if the boat is removed.

## **EDUCATION AND OUTREACH**

It is essential that boaters and fisherman understand the impact that invasive mussels pose in order for these groups to take ownership of protecting their recreational resource. In 2007, the Los Angeles Department of Water and Power (LADWP) implemented a program to educate fisherman and boaters about the risk of spreading invasive mussels. Outreach consisted of meeting with local sporting goods stores and bait and tackle shops to hand out and discuss information on boat cleaning and invasive mussel awareness. LADWP printed 10,000 full-color, informative *Zap the Zebra Mussel* pamphlets for this purpose. All boat owners entering Crowley Lake received a *Zap the Zebra Mussel* brochure and filled out a survey regarding their boats' use, thanks to the help and cooperation of Crowley Lake Fish Camp (CLFC).

In 2008, LADWP continued efforts to inform the public and all stakeholders using brochures and local news media. Boat use questionnaires continued to be handed out to all boat owners before access to Crowley Lake was granted, with the help of CLFC personnel.

A similar program of boater outreach has been implemented at Diaz Lake, with the assistance of Inyo County Parks and Recreation, where each boater receives a *Zap the Zebra Mussel* brochure and is asked to fill out a similar *Boat Use Survey* form.

Attached is the *Zap the Zebra Mussel* pamphlet and sample forms currently used by LADWP.

## **PREVENTIVE MEASURES**

All watercraft planning to access Diaz Lake will be required to go through a complete inspection by qualified personnel. After watercraft have been found to be cleaned, drained, and dry, they would be allowed to launch. If mussels or contamination that may harbor mussels are found, vessel launching would be denied. Staff would be required to be on hand during all use hours, as well as before launching was allowed. Staff would also have to be on hand to tag watercraft after they leave the lake to seal the vessels to the trailer, again to reduce repetitive inspections on vessels that only utilize Diaz Lake.

### **A. Inspections:**

Any Diaz Lake visitors with motorized watercraft will be asked to fill out a *100<sup>th</sup> Meridian Initiative Interview/Inspection* form, with a series of questions regarding use and cleaning procedures, and invasive species awareness. The survey questionnaires can be used to prioritize inspections if needed. If watercraft are suspected of having mussel contamination, the watercraft will not be allowed to launch. If watercraft passes the inspection, the owner will be given an *Inspection Certification* that includes the watercraft license number or CF number, which must be placed on the dashboard of the vehicle towing the vessel; and then the owner will be allowed to launch its watercraft.

The time involved (10-20 minutes per inspection) will likely be decreased as inspectors become efficient at inspecting watercraft. The inspection process will not detect 100% of invasive mussels, even with a thorough examination. Even with inspecting every vessel there is still risk in allowing watercraft to launch but the risk would be substantially lessened compared to no inspection. This effort would involve an even larger investment in personnel time and effort for inspections. Tamper evident tags would still need to be employed to limit the amount of redundant inspections.

B. Launch Denial:

If a vessel fails the inspection, the watercraft owner would not be allowed to launch into Diaz Lake. This would leave the watercraft owner to possibly launch into another water body in the area and release its invasive mussels there unless California Department of Fish and Wildlife (CDFW) is available to quarantine the infested vessel or decontaminate it.

C. Training:

It is important that inspections be performed by personnel that have been trained to look for small mussels in all places they could be attached. LADWP staff is currently certified by the 100th meridian initiative and Pacific Marine Fisheries Commission to train individuals to inspect boats for invasive mussels.

D. Enforcement:

There is currently a State law that prohibits possessing, importing, shipping, or transporting in the state, or from placing, planting, or causing to be placed or planted in any water within the state, Dreissenid mussels (AB 1683). If boats are found to contain Dreissenid mussels, CDFW, or a designee, can impound or quarantine conveyances for up to five days or the period of time necessary to ensure that Dreissenid mussels can no longer live on or in the conveyance. This quarantine measure is necessary to protect other Eastern Sierra water bodies if there is a positive identification of invasive quagga and zebra mussels.



**STOP AQUATIC  
FITCHHIKERS!**

# 100th Meridian Initiative

Interview/Inspection Form for Trailered Boats  
and Aquatic Invasive Species

100<sup>th</sup> Meridian Initiative



| Site Information   |  |   |       |
|--|--|---|-------|
| Interviewer:   |  | Date:   | Time: |
| Water Body: State:   |  | Survey Type: <input type="radio"/> Contact<br><input type="radio"/> Observation   |       |
| Specific Location:   |  |   |       |
| Boater Information   |  |   |       |
| Home State: Zip:   |  | Boat Type:<br><input type="radio"/> Angling<br><input type="radio"/> Pleasure<br><input type="radio"/> Pontoon<br><input type="radio"/> Jetski/PWC<br><input type="radio"/> Canoe/Kayak<br><input type="radio"/> Houseboat<br><input type="radio"/> Other<br><br>Boat/Trailer Condition:<br><input type="radio"/> Clean & Dry<br><input type="radio"/> Dirty or Wet |       |
| Was the boat commercially hauled? <input type="radio"/> Yes <input type="radio"/> No   |  |   |       |
| Do you always launch in the same water body? <input type="radio"/> Yes <input type="radio"/> No  |  |   |       |
| How many times have you launched this year?  |  |   |       |
| How often do you clean your boat?<br><input type="radio"/> After every launch<br><input type="radio"/> After a few launches<br><input type="radio"/> Occasionally<br><input type="radio"/> Never | Boat cleaning method:<br><input type="radio"/> Car wash/High pressure<br><input type="radio"/> Home/Hand Wash<br><input type="radio"/> Professional Cleaning<br><input type="radio"/> Not Applicable |   |       |
| Do you keep your boat moored or in a slip? <input type="radio"/> Yes <input type="radio"/> No  |  |   |       |
| If so, where?  |  |   |       |
| Boat direction (coming or going):  |  |   |       |
| Knowledge/Action Information   |  |   |       |
| Have you heard of zebra/quagga mussels? <input type="radio"/> Yes <input type="radio"/> No   |  | How?  |       |
| Have zebra/quagga mussels impacted you? <input type="radio"/> Yes <input type="radio"/> No   |  | How?  |       |
| Have you heard of other aquatic invasives? <input type="radio"/> Yes <input type="radio"/> No  |  | How?  |       |
| Have any AIS affected you? <input type="radio"/> Yes <input type="radio"/> No  |  | How?  |       |
| Did you inspect your boat for AIS today? <input type="radio"/> Yes <input type="radio"/> No  |  | How?  |       |
| Would you wash your boat if a public washing facility was available nearby? <input type="radio"/> Yes <input type="radio"/> No   |  |   |       |
| Has anyone asked you about zebra/quagga mussels before? <input type="radio"/> Yes <input type="radio"/> No   |  |   |       |
| If so, who?  |  | If so, when?  |       |
| Have you ever considered changing destinations to avoid AIS issues? <input type="radio"/> Yes <input type="radio"/> No   |  |   |       |
| Destination Information  |  |   |       |
| Where else do you take the boat that you are using today?  |  |   |       |
| Water Body: State:   |  | <input type="radio"/> Been There <input type="radio"/> Going There  |       |
| Water Body: State:   |  | <input type="radio"/> Been There <input type="radio"/> Going There  |       |
| Water Body: State:   |  | <input type="radio"/> Been There <input type="radio"/> Going There  |       |
| Water Body: State:   |  | <input type="radio"/> Been There <input type="radio"/> Going There  |       |
| Boat Inspection  |  |   |       |
| AIS Found? <input type="radio"/> Yes <input type="radio"/> No  |  | If yes, what species?   |       |
|  |  | If yes, where was it found?   |       |
| Comments   |  |   |       |
|  |  |   |       |

Please send copies of all completed forms to: David Britton, UT Arlington - Biology, UTA Box 19498, Arlington, TX 76019



Los Angeles  
Department of  
Water & Power



## DIAZ LAKE RECREATION AREA – VESSEL INSPECTION CERTIFICATION

CF # \_\_\_\_\_ Owner/Operator (Print Name) \_\_\_\_\_

- Completed Boat Use Survey Form. Have the owner complete and sign form.
- Informational handout: "Zap the Zebra"
- Request vessel owner to open all compartments and have the bilge plug pulled.

**Vessel is clear of water, debris, or algal growth.** Check appropriate box below:

**Yes      No**

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Vehicle rear  |
| <input type="checkbox"/> | <input type="checkbox"/> | Trailer structure, railings, spare tire                                     |
| <input type="checkbox"/> | <input type="checkbox"/> | Vessel hull   |
| <input type="checkbox"/> | <input type="checkbox"/> | Transom   |
| <input type="checkbox"/> | <input type="checkbox"/> | Outdrive – if propped up ask owner to lower it                              |
| <input type="checkbox"/> | <input type="checkbox"/> | Prop/shafts (propeller on the engine)                                       |
| <input type="checkbox"/> | <input type="checkbox"/> | Trim tabs (located on back of hull, near engine; not all vessels have them) |
| <input type="checkbox"/> | <input type="checkbox"/> | Transducers   |
| <input type="checkbox"/> | <input type="checkbox"/> | Bilge plug pulled—no fluid or debris  |
| <input type="checkbox"/> | <input type="checkbox"/> | Through hull fittings   |
| <input type="checkbox"/> | <input type="checkbox"/> | Bait tank / live wells / compartments                                       |
| <input type="checkbox"/> | <input type="checkbox"/> | Bilge (may not be visible)  |
| <input type="checkbox"/> | <input type="checkbox"/> | Anchor / fenders and line   |
| <input type="checkbox"/> | <input type="checkbox"/> | Trolling motor  |
| <input type="checkbox"/> | <input type="checkbox"/> | Ballast tanks (on wakeboarding boats)                                       |
| <input type="checkbox"/> |                          | Passed Inspection   |

\_\_\_\_\_ Date

\_\_\_\_\_ Staff (PRINT NAME)

**This will serve as your Inspection Certification. This document is required to launch the above-licensed boat at Diaz Lake. This document must be placed on the dashboard, in a visible place during boat launching.**



**STOP AQUATIC  
HITCHHIKERS!**  
*www.ProtectYourWaters.net*

**Follow these simple steps:**

**✓ Clean**

Remove all plants, animals, mud and thoroughly wash everything, especially all crevices and other hidden areas.

**✓ Drain**

Eliminate all water before leaving the area, including wells, ballast, and engine cooling water.

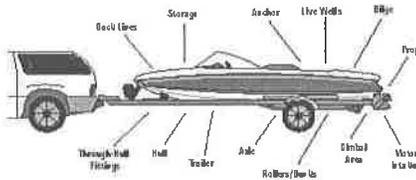
**✓ Dry**

Allow sufficient time for your boat to completely dry before launching in other waters.

If your boat has been in infested waters for an extended period of time, or if you cannot perform the required steps above, you should have your boat *professionally* cleaned with high-pressure scalding hot water (>140 °F) before transporting to any body of water.

Before launching and before leaving...

**Inspect everything!**



Quagga mussels encrusting a boat motor



Zebra and quagga mussels are a nuisance for anglers and boaters. They can ruin your equipment, clog motor cooling systems, foul hulls, and jam the centerboard wells under sailboats.

**100<sup>th</sup> Meridian Initiative**



Please report any sighting by calling our National Hotline:

**1-877-STOP-ANS**

1-877-736-7267



Image Credits: Zebra Mussels on a Fishing Quail; Matt Worlock, Kansas Department of Wildlife and Parks; Zebra Mussels; Zebra Mussels on a Bear Can; Zebra Mussels on a Motor Mount; Earl Bunker, Chicago Museum; Quagga Mussels; Quagga Mussels on a Motor Mount; David Trueman, U.S. Fish & Wildlife Service; Zebra Mussels in a Outboard; Rocky Don, Saltwater, Great Lakes Science Center; Zebra Mussels in a Tire; Craig Connors, Michigan Sea Grant; Quagga Mussels Encrusting a Boat Motor; Matt Worlock, The University of Texas at Arlington. The distribution map is based on data compiled by the U.S. Geological Survey's Nonindigenous Aquatic Species Program (<http://nas.erdc.gov>).

**Invasive Mussels: Expensive Damage!**

When zebra and/or quagga mussels invade our local waters they clog power-plant and public-water intakes and pipes. Routine treatment is necessary and very expensive. This leads to increased utility bills. If you use water and electricity, you do not want these mussels.



Zebra mussels in a cutaway pipe



Zebra mussels blocking a pipe

**Zebra/Quagga Mussels May Use Your Boat to Invade Additional Waters!**

Once a boat has been in infested waters, it could carry invasive mussels. These mussels can spread to new habitats on boats trailered by commercial haulers or the public. Zebra and quagga mussels attach to boats and aquatic plants carried by boats. These mussels also commonly attach to bait buckets and other aquatic recreational equipment. An adult female zebra mussel can release up to a million eggs in a year. Please take precautions outlined in this brochure to help reduce the chance that zebra or quagga mussels will spread from your boat or equipment to uninfested areas.



Before zebra mussels



After zebra mussels



**Zebra/Quagga Mussels Harm Native Aquatic Life**



Zebra mussels on a crayfish



Zebra mussels on waterfowl

**Zebra/Quagga Mussels Encrust Any Hard Surface**



Zebra mussels on boat hull



Zebra mussels on fishing lure

**Zebra Mussels / Quagga Mussels**

**What are they?**

Both are closely related, invasive, freshwater bivalve (mollusk) species that encrust hard surfaces.

**Where do they come from?**

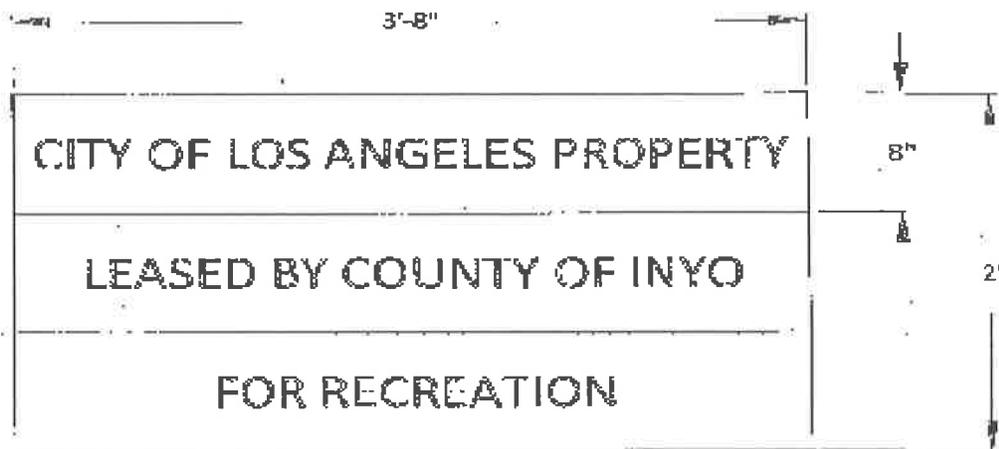
These species came from the Black and Caspian Sea Drainages in Eurasia.

**What size are they?**

Larvae are microscopic sized adults may be up to two inches long. They are usually found in clusters.

**Why "Zebra" mussels?**

Both species are sometimes referred to as "zebra" mussels because they both have light and dark alternating stripes. Quagga mussels are actually a distinct (but similar) species named after an extinct animal related to zebras.



SIGN TO BE CONSTRUCTED OF STANDARD 2" x 8" REDWOOD ASSEMBLED TO AN OVERALL DIMENSION OF 24" X 44". SURFACE TO BE SMOOTH AND FREE OF KNOTS.

SIGN TO BE MOUNTED ON STANDARD 4" X 4" REDWOOD POSTS, FINISHED FOUR SIDES, PLACED IN CONCRETE AND 36" ON CENTER, TO AN OVERALL HEIGHT OF 5'.

LETTERING TO BE ROUTED ON ONE SIDE ONLY, 2" MINIMUM HEIGHT, AND LETTERS PAINTED WITH A BRIGHT OR LUMINOUS YELLOW PAINT.

COMPLETED SIGN AND POSTS TO BE STAINED WITH A REDWOOD STAIN AND COATED WITH A CLEAR, DURABLE, EXTERIOR FINISH.

SIGN IS TO BE MAINTAINED IN A SAFE, SECURE, AND LEGIBLE MANNER, PLEASING IN APPEARANCE AND COMPATIBLE WITH THE SURROUNDINGS. SURFACE TO BE REFINISHED AS NECESSARY.

O.V. A13,235

STANDARD SIGN FOR RECREATION LEASE

| REFERENCES | DEPARTMENT OF WATER AND POWER<br>WATER SYSTEM |      |                     |                  |
|------------|---|------|---------------------|------------------|
|            | NAME  | DATE | CITY OF LOS ANGELES |                  |
|            | DESIGNED                                      |      | APPROVED            |                  |
|            | DRAWN   | UJD  | 05/18               |                  |
|            | CHECKED                                       |      | ALD                 | ASST. DIR. 10/01 |

A

**EXHIBIT D**

**CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER  
For Contractors, Service Providers, Vendors, and Tenants**

|                                   |   |
|-----------------------------------|---|
| Agreement/Activity/Operation:     | A site to operate and maintain a lake, commonly known as Diaz Lake, for recreational purposes that include water sports: fishing, swimming, boating, sailing, campgrounds for day and overnight use, and food concessions only, and for no other purpose. |
| Reference/Agreement:              | BL-1494<br>County of Inyo   |
| Term of Agreement:                | Twenty four years --July 1, 2016 through June 30, 2040  |
| Contract Administrator and Phone: | Karen McCoy / Bishop / Ext. 30234   |
| Buyer and Phone Number:           |   |
| Risk Manager/Date                 | LC 08/12/2016   |

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

**PER OCCURRENCE LIMITS**

- () **WORKERS' COMPENSATION** (Stat. Limits)/Employer's Liability: (\$1,000,000.00)
  - () Broad Form All States Endorsement
  - () Jones Act (Maritime Employment)
  - () Waiver of Subrogation
  - () Other: \_\_\_\_\_
  - () US L&H (Longshore and Harbor Workers)
  - () Outer Continental Shelf
  - () Black Lung (Coal Mine Health and Safety)
  - () Other: \_\_\_\_\_
  
- () **AUTOMOBILE LIABILITY:** (\$1,000,000.00)
  - () Owned Autos
  - () Hired Autos
  - () Contractual Liability
  - () MCS-90 (US DOT)
  - () Waiver of Subrogation
  - () Any Auto
  - () Non-Owned Auto
  - () Additional Insured
  - () Trucker's Form
  - () Other: \_\_\_\_\_
  
- () **GENERAL LIABILITY:** (\$5,000,000.00)
  - () Limit Specific to Project
  - () Per Project Aggregate
  - () Broad Form Property Damage
  - () Premises and Operations
  - () Fire Legal Liability
  - () Corporal Punishment
  - () Watercraft Liability
  - () Waiver of Subrogation
  - () Marine Contractors Liability
  - () Contractual Liability
  - () Products/Completed Ops.
  - () Garagekeepers Legal Liab.
  - () Collapse/Underground
  - () Pollution
  - () Airport Premises
  - () Other: \_\_\_\_\_
  - () Personal Injury
  - () Independent Contractors
  - () Child Abuse/Molestation
  - () Explosion Hazard
  - () Additional Insured Status
  - () Hangarkeepers Legal Liab.
  - () Other: \_\_\_\_\_
  
- () **PROFESSIONAL LIABILITY:**
  - () Contractual Liability
  - () Additional Insured
  - () Waiver of Subrogation
  - () Vicarious Liability Endt.
  - () 3 Year Discovery Tail
  - () Other: \_\_\_\_\_
  
- () **AIRCRAFT LIABILITY:**
  - () Passenger Per Seat Liability
  - () Pollution
  - () Contractual Liability
  - () Additional Insured
  - () Hull Waiver of Subrogation
  - () Other: \_\_\_\_\_
  
- () **PROPERTY DAMAGE:** Loss Payable Status (AOIMA)
  - () Replacement Value
  - () All Risk Form
  - () Builder's Risk: \$ \_\_\_\_\_
  - () Transportation Floater: \$ \_\_\_\_\_
  - () Scheduled Locations/Propt.
  - () Actual Cash Value
  - () Named Perils Form
  - () Boiler and Machinery
  - () Contractors Equipment: \$ \_\_\_\_\_
  - () Other: \_\_\_\_\_
  - () Agreed Amount
  - () Earthquake: \_\_\_\_\_
  - () Flood: \_\_\_\_\_
  - () Loss of Rental Income: \_\_\_\_\_
  - () Other: \_\_\_\_\_
  
- () **WATERCRAFT:** (\$10,000,000.00)
  - () Protection and Indemnity
  - () Waiver of Subrogation
  - () Pollution
  - () Other: \_\_\_\_\_
  - () Additional Insured
  - () Other: \_\_\_\_\_
  
- () **POLLUTION:**
  - () Incipient/Long-Term
  - () Waiver of Subrogation
  - () Sudden and Accidental
  - () Contractor's Pollution
  - () Additional Insured
  - () Other: \_\_\_\_\_
  
- () **CRIME:** (  ) Joint Loss Payable Status
  - () Fidelity Bond
  - () Employee Dishonesty
  - () Computer Fraud
  - () Financial Institution Bond
  - () In Transit Coverage
  - () Commercial Crime
  - () Additional Insured
  - () Loss of Monies/Securities
  - () Wire Transfer Fraud
  - () Forgery/Alteration of Docs



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

|   |
|---|
| For Clerk's Use Only:<br><b>AGENDA NUMBER</b> |
| 21  |

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

**FROM:** HEALTH & HUMAN SERVICES – Foster Care Licensing

**FOR THE BOARD MEETING OF:** September 13, 2016

**SUBJECT:** Support to Apply to Become a Foster Family Agency

**DEPARTMENTAL RECOMMENDATION:**

Request Board support the Department's plan to apply to the California Department of Social Services to become a Foster Family Agency as part of California's Continuum of Care Reform.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Inyo County historically has licensed its own foster homes and received an annual allocation of approximately \$5,000 for recruitment, retention and support of those homes. In fact, most people who agrees to care for children and youth who have been removed from their homes for safety reasons – either the child's own safety or the safety of the community – often need more training and support than \$5,000 can provide. As part of California's Continuum of Care Reform, the Department's administration has talked to the State about the advantages of becoming a licensed Foster Family Agency (FFA). The reimbursement rate for the caregivers remains the same, but becoming an FFA will allow added administrative funds to be drawn down, based on numbers of children placed in FFA homes. With the current numbers of children in placement – both Child Welfare and Juvenile Probation -- the Department would be able to draw down an additional \$102,960-\$180,960 for administering and supporting the recruitment and retention efforts. The variation in funding is driven by both numbers of children in placement and duration of each placement. Should the funding decrease because of decreased placements, Social Services Realignment would backfill the costs.

**ALTERNATIVES:**

Board could deny this request leaving the Department to provide necessary support for foster care at the current levels of funding.

**OTHER AGENCY INVOLVEMENT:**

Probation Department, Mono County, California Department of Social Services

**FINANCING:**

There is no financing involved in this request.

**APPROVALS**

|                            |   |
|----------------------------|---|
| <b>COUNTY COUNSEL:</b>     | 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><br><br>Approved: _____ Date: _____ |
| <b>AUDITOR/CONTROLLER:</b> | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i><br><br>Approved: _____ Date: _____                              |
| <b>PERSONNEL DIRECTOR:</b> | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i><br><br>Approved: _____ Date: _____                           |
| <b>BUDGET OFFICER:</b>     | BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i><br><br>Approved: _____ Date: _____  |

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

*Jean Turner*

Date: *8-30-16*



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

|   |
|---|
| For Clerk's Use Only:<br><b>AGENDA NUMBER</b><br><br>22 |
|---|

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** September 13, 2016

**SUBJECT:** Mammoth Base Land Exchange

**DEPARTMENTAL RECOMMENDATION:** Review the Inyo National Forest's Notice of Mammoth Base Land Exchange and provide direction to staff.

**SUMMARY DISCUSSION:** The U.S. Forest Service (USFS) is considering a land exchange known as the Mammoth Base Land Exchange that includes properties in the counties of Inyo, Mono, Plumas, and Tuolumne. The proposal involves releasing 30.6 acres of land within the vicinity of the Town of Mammoth Lakes for about 1,300 acres of lands in and near the Inyo, Plumas, and Stanislaus National Forests. In Inyo County, the proposal includes acquiring private lands in Pine Creek Canyon and lands held by the City of Los Angeles Department of Water and Power (DWP) in the City of Bishop. Information released by USFS regarding the Exchange is included as Exhibit A.

The Forest Service previously issued a notice regarding a similar land exchange in 2011 (refer to Exhibit B). At that time, a smaller area in the Town of Mammoth Lakes was being considered, as well as lands in additional counties, although the overall acquisition of lands was less than currently proposed. The current proposal excludes the Interagency Visitor Center lands south of Lone Pine that were identified for acquisition in 2011. The County submitted correspondence expressing concern regarding the 2011 proposal (refer to Exhibit B).

Direction is requested from the Board whether or not to draft correspondence for its consideration regarding the current proposal. Comments are due by September 30, 2016. It is anticipated that additional opportunities for input will be afforded through USFS' National Environmental Policy Act process.

**OTHER AGENCY INVOLVEMENT:** USFS, counties of Inyo, Mono, Plumas, and Tuolumne, Town of Mammoth Lakes, DWP, and others.

**FINANCING:** General funds are utilized to monitor federal planning efforts. If the exchange is approved, local property tax revenues are expected to decline, and no increase in Payment-in-Lieu of Taxes (PILT) funding to the County will result. Indirect benefits through increased tourism could result.

| <b><u>APPROVALS</u></b> |  |
|-------------------------|--|
| 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: 8/19/14

Exhibits:

- A. Notice of Proposed Land Exchange
- B. October 25, 2011 Board Order



United States  
Department of  
Agriculture

Forest  
Service

Inyo National Forest

351 Pacu Lane, Suite 200  
Bishop, CA 93514  
(760) 873-2400  
(760) 873-2538 TDD

File Code: 5430

Date: August 11, 2016

Inyo County Board of Supervisors  
P.O. Drawer "N"  
Independence, CA 93526

To Whom It May Concern:

On behalf of the Inyo, Plumas and Stanislaus National Forests, I am providing you notice of a proposed land exchange known as the Mammoth Base Land Exchange.

Mammoth Main Lodge Redevelopment LLC (a related company to Mammoth Mountain Ski Area LLC), and the United States, by and through the Forest Service, U.S. Department of Agriculture, have signed an Agreement to Initiate a land-for-land exchange, under the authority of the General Exchange Act of March 20, 1922 (16 U.S.C. 485, 486), the Wilderness Act of September 3, 1964 (16 U.S.C. § 1131 (note)), the Federal Land Policy and Management Act of October 21, 1976 (43 U.S.C. 1716), the Federal Land Exchange Facilitation Act of August 20, 1988 (43 U.S.C. 1716 (note)), and Section 3005 of the National Defense Authorization Act for Fiscal Year 2015 (P.L. 113-291). This exchange involves the following described lands affecting the Inyo, Plumas, and Stanislaus National Forests (see enclosed maps):

**Federal Land:**

**Inyo National Forest, Mount Diablo Meridian, Mono County, California**

T.3 S., R.27 E.

Sec. 30: SE1/4SW1/4 (por.), SW1/4SE1/4 (por.), NE1/4SW1/4 (por.),  
NW1/4SE1/4 (por.), SW1/4NE1/4 (por.)  
Sec. 31: N1/2NE1/4NW1/4 (por.)

Containing 30.6 acres, more or less.

**Non-Federal Land:**

**Inyo National Forest, Mount Diablo Meridian, Mono County, California**

T.2 N., R.25 E., M.D.M.

Secs. 30 and 31: May Lundy Mine Patent # S-86

T.2 N., R.26 E., M.D.M.

Sec. 30: Lot 10 (por. westerly of westerly boundary line of State Hwy 395)

Sec. 31: NE1/4NW1/4, Lots 1 and 2 (por. westerly of westerly boundary line of State Hwy 395)

T.1 S., R.29 E., M.D.M.

Sec. 11: S1/2SW1/4, NE1/4SW1/4, NW1/4SE1/4 (por.)



T.3 S., R.31 E., M.D.M.

Sec. 29: E1/2SW1/4

T.4 S., R.31 E., M.D.M.

Sec. 4: S1/2NE1/4 (por.) (APN 22-020-12)

**Inyo National Forest, Mount Diablo Meridian, Inyo County, California**

T.7 S., R.30 E.

Secs. 4 and 9: Those patented millsite claims known as Tungstar Millsites No. 2 and No. 3 of Survey No. 6261-B (APNs 09-260-04 and 05)

**Outside the boundaries of Inyo NF, Mount Diablo Meridian, Inyo County, California**

T.7 S., R.33 E.

Sec. 6: That portion of the NE1/4 known as the USFS Leased Area south of Yaney Street, in Bishop CA.

**Plumas National Forest, Mount Diablo Meridian, Plumas County, California**

T.27 N., R.11 E.

Sec. 35: NW1/4SW1/4, SW1/4NW1/4  
TOGETHER WITH the water rights to Taylor Lake

**Stanislaus National Forest, Mount Diablo Meridian, Tuolumne County, California**

T.2 N., R.18 E.

Sec. 9: NE1/4SW1/4, E1/2NW1/4, SW1/4NW1/4

T.3 N., R.18 E.

Sec. 21: W1/2SE1/4, NE1/4SE1/4

Sec. 36: All

Containing 1318.8 acres, more or less.

Any or all of the above-described lands may be exchanged if the values are equal. If the values are unequal, the Secretary of Agriculture may accept a cash equalization payment in excess of 25% of the value of the lands transferred out of Federal ownership. Any such cash equalization payment shall be deposited into the account in the Treasury of the United States commonly known as the Sisk Act (16 USC 484a) and shall be made available to the Secretary for the acquisition of land for addition to the National Forest System.

The FS proposes to acquire land with floodplains associated with: Clavey River and Rock Creek, Little Reynolds Creek, Looney Creek, and an unnamed stream tributary to Bourland Creek (Stanislaus NF); an unnamed stream tributary to Hungry Creek (Plumas NF); Gable Creek, Pine Creek, Chidago Canyon Creek and unnamed tributaries to it, Dexter Creek, Wet Canyon Creek and an unnamed stream tributary to Mono Lake (Inyo NF). There are no floodplains associated with the Federal lands.

The Federal lands have been segregated from appropriation under the public land laws and mineral laws for a period not to exceed 5 years from the date of this letter.

The Forest Service will formally evaluate this exchange proposal through the National Environmental Policy Act (NEPA) procedures, which include public involvement. A decision to

complete the exchange will be made based on whether the land exchange is determined to be in the public interest. If a decision is made to consummate the exchange, the involved Federal and Non-Federal lands will be conveyed based on equal value, which will be determined by appraisals, which meet Federal standards and that have been reviewed by the Forest Service.

If you have any questions or concerns, or knowledge of any claims, liens, or encumbrances affecting the lands proposed for exchange, please contact Diana Pietrasanta, Forest Recreation and Lands Officer at 760-873-2464 ([djpietrasanta@fs.fed.us](mailto:djpietrasanta@fs.fed.us)), or Leslie Morefield, Landownership Adjustment Team at 775-352-1250 ([ldmorefield@fs.fed.us](mailto:ldmorefield@fs.fed.us)). If you wish to comment on this proposal, please respond in writing to my attention at the address on the letterhead above by **September 30, 2016**.

Sincerely,

*/s/ Edward E. Armenta*

EDWARD E. ARMENTA  
Forest Supervisor  
Inyo National Forest

Enclosure

# MAMMOTH BASE AREA LAND EXCHANGE

FIGURE 1

## LEGEND

### Non-Federal Exchange Parcels

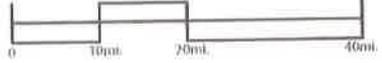
- 1** - West Mono Lake
- 2** - DWP-Bishop
- 3** - Pine Creek
- 4** - Dexter Canyon II
- 5** - Moran Springs
- 6** - Madden Property
- 7** - May Lundy Mining Claim
- 8** - Clavey River Parcel #1
- 9** - Clavey River Parcel #2
- 10** - Clavey River Parcel #3
- 11** - Clavey River Parcel #4
- 12** - Taylor Lake

### Federal Exchange Parcels

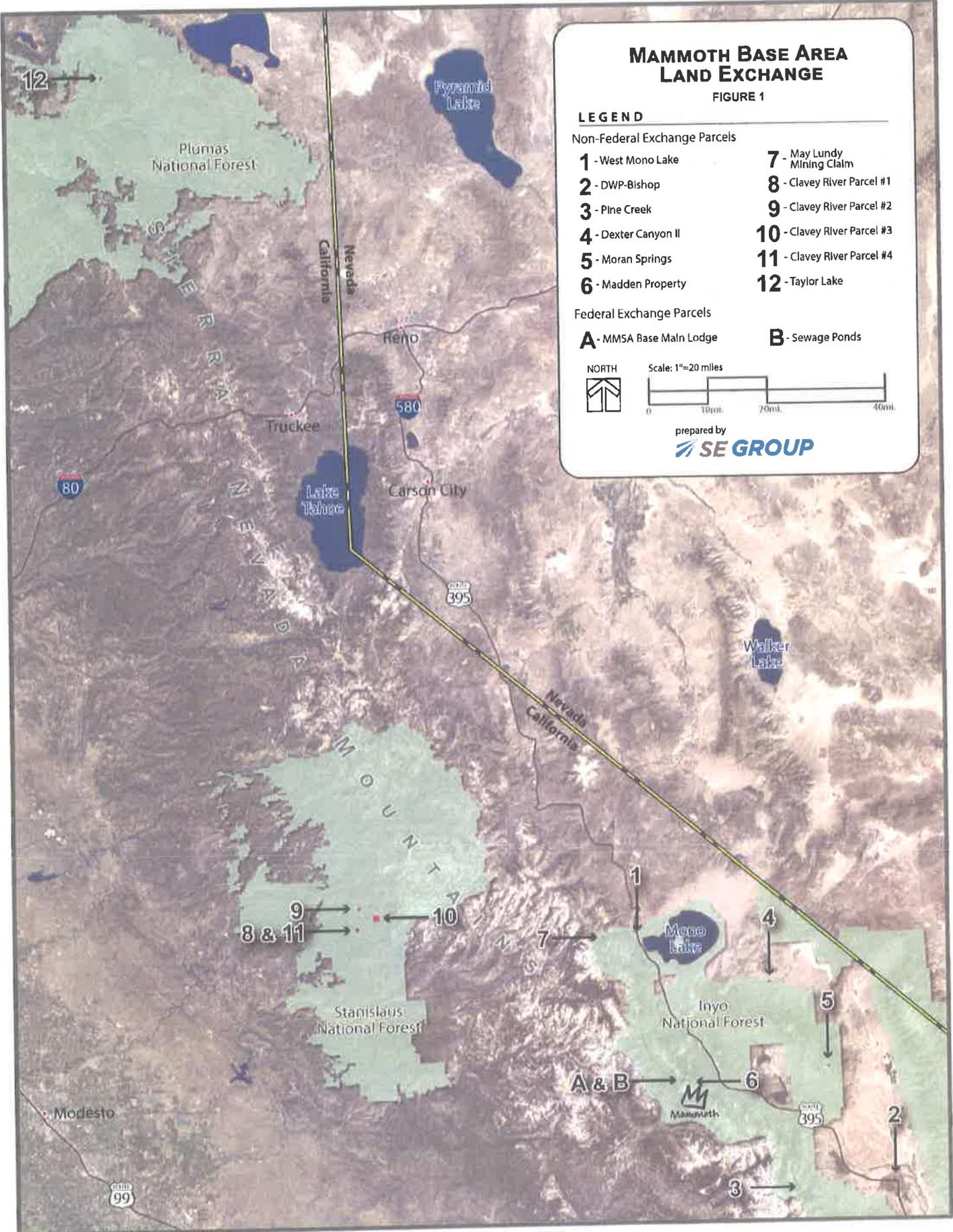
- A** - MMSA Base Main Lodge
- B** - Sewage Ponds



Scale: 1"=20 miles



prepared by



# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 25<sup>th</sup> day of *October*, 2011 an order was duly made and entered as follows:

Planning/Mammoth  
Land Exchange  
Correspondence

The Planning Director, Mr. Josh Hart, provided additional information on the proposed Mammoth Base Land Exchange. He reviewed the draft correspondence to the U.S. Forest service regarding the Exchange. The Board and Mr. Hart discussed the correspondence in detail and at length. They discussed many items including the need to add the Sustainable Forest Action Coalition to the "cc" list, alternative language for portions of paragraph three, coordination requirements, and the two lots located in Inyo County. Moved by Supervisor Arcularius and seconded by Supervisor Fortney to approve the correspondence to the U.S. Forest Service regarding the proposed Mammoth Base Land Exchange, as amended; and authorize the Chairperson to sign.

WITNESS my hand and the seal of said Board this 25<sup>th</sup>

Day of October 2011



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisors

By:

*Patricia Gunsolley*  
Patricia Gunsolley, Assistant

|                        |                |
|------------------------|----------------|
| <b>Routing</b>         |                |
| CC                     | _____          |
| Purchasing             | _____          |
| Personnel              | _____          |
| Auditor                | _____          |
| CAO                    | _____          |
| Other                  | Planning _____ |
| DATE: November 9, 2011 |                |



## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373 • FAX (760) 878-2241  
e-mail: pgunsolley@inyocounty.us

MEMBERS OF THE BOARD  
LINDA ARCULARIUS  
SUSAN CASH  
RICK PUCCI  
MARTY FORTNEY  
RICHARD CERVANTES

KEVIN D. CARUNCHIO  
*Clerk of the Board*

PATRICIA GUNSOLLEY  
*Assistant Clerk of the Board*

October 25, 2011

James R. Webb  
Mammoth Base Land Exchange NEPA Team  
PSW-Arcata  
1700 Bayview Drive  
Arcata, CA 95521

**Re: Mammoth Base Land Exchange**

Dear Mr. Webb:

On behalf of the Inyo County Board of Supervisors, I wish to convey to you our dismay that no coordination or dialogue with the County occurred prior to scoping for the Mammoth Base Land Exchange. We have been working with the Forest Service on a Memorandum of Understanding (MOU) regarding coordination over the last year, and to ignore the spirit and letter of the MOU while moving forward with this proposed land exchange is disheartening, to say the least.

That being said, the proposed land exchange will eliminate private lands in Inyo County, reduce the tax base, and does not appear to provide any benefit to the citizens of Inyo County. Little taxable land remains in the County, and the population cap on the Payment-in-lieu-of-Taxes (PILT) formula will ensure that no PILT funds are provided to offset revenue lost due to the proposal. Less than two percent of the County remains in private ownership, and every square foot converted to public lands is significant in itself as well as contributes to significant cumulative impacts to the society and culture of the County.

The Mammoth Base Land Exchange as proposed is inconsistent with the Inyo County General Plan and will result in potentially significant socioeconomic impacts. Mitigation measures to reduce impacts to less than significant levels must be considered, including means to recoup lost tax revenue and the continuing erosion of private land ownership in the County. We believe that alternatives to the proposal should be evaluated that will release lands in Inyo County to offset those acquired through the Exchange.

We request that Forest Service staff meet with the Inyo County Board of Supervisors as soon as possible and throughout the review process to discuss these issues further. Please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or by email at [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us) as soon as possible to schedule discussions regarding the proposed Land Exchange or if you have any questions.

Thank you for your attention.

Sincerely,

Susan Cash  
Chairperson, Inyo County Board of Supervisors

cc: Kevin Carunchio, CAO  
Randy Keller, County Counsel  
Joshua Hart, Planning Director  
Honorable Representative McKeon  
Secretary Vilsack, USDA  
Chief Tidwell, USFWS  
Randy Moore, USFWS  
Ed Armenta, USFWS  
Mono County Board of Supervisors  
Amador County Board of Supervisors

El Dorado County Board of Supervisors  
Plumas County Board of Supervisors  
Tuolumne County Board of Supervisors  
Town of Mammoth Lakes  
City of Bishop  
Ron Nichols, DWP  
California State Association of Counties  
Regional Council of Rural Counties  
National Association of Counties  
Sustainable Forest Action Coalition



**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:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** October 25, 2011

**SUBJECT:** Mammoth Base Land Exchange

**DEPARTMENTAL RECOMMENDATION:** Authorize the Chairperson to sign correspondence to the U.S. Forest Service regarding the proposed Mammoth Base Land Exchange.

**SUMMARY DISCUSSION:** The U.S. Forest Service (USFS) is considering a land exchange known as the Mammoth Base Land Exchange that includes properties in the counties of Inyo, Mono, Amador, El Dorado, Plumas, and Tuolumne. The proposal involves transferring 20.6 acres of land within the Town of Mammoth Lakes to a company related to Mammoth Mountain Ski Area, LLC for 1,729 acres of non-Federal lands in the Inyo, El Dorado, Plumas, and Stanislaus National Forests, and non-Federal lands in Inyo County. The land in Mammoth Lakes is north of the main Mammoth Mountain Day Lodge, and accommodates existing ski-related facilities including the Mammoth Mountain Inn, the Yodler Restaurant, and Panorama Gondola Base. Information released by USFS regarding the Exchange is included in Attachments 2 and 3.

Lands in Inyo County include City of Los Angeles Department of Water and Power (DWP) lands at the Interagency Visitor Center just south of Lone Pine; DWP lands accommodating a USFS equipment and material storage on the south side of East Yaney Street adjacent to the White Mountain Ranger Station in Bishop, and; the Tungstar Millsite Nos. 2 and 3 in Pine Creek Canyon approximately 20 miles west of Bishop (refer to Attachment 4). Since the two DWP sites are outside the Inyo National Forest, federal legislation has been proposed to allow for the sites to be included in the exchange (refer to Attachment 6).

According to the materials distributed by USFS, an environmental document will be prepared pursuant to the National Environmental Policy Act in early 2012 to evaluate the land exchange, and subsequently a decision whether to complete the exchange will be made based on whether the land exchange is determined to be in the public interest.

The Inyo County General Plan Government Element encourages expanding private land ownership and land exchanges that benefit the County. Relevant excerpts of the Government Element are included in Attachment 4. The project is inconsistent with these provisions.

Staff has prepared draft correspondence in response to the request for input (refer to Attachment 1) for the Board's consideration, input, and authorization for signature. The correspondence expresses concern about the process, identifies inconsistencies with the General Plan and socioeconomic impacts, requests that alternatives and mitigation measures to address these issues be considered, and invites the Forest Service for further dialogue. Comments are due by October 31, 2011.

**OTHER AGENCY INVOLVEMENT:** USFS, counties of Inyo, Mono, Amador, El Dorado, Plumas, and Tuolumne, Town of Mammoth Lakes, DWP, and others.

**FINANCING:** General funds are utilized to monitor federal planning efforts. If the exchange is approved, local property tax revenues are expected to decline, and no increase in Payment-in-Lieu of Taxes (PILT) funding to the County will result. A net loss in revenue of to the County is expected; direct loss of property tax could be up to approximately \$20,000.

| <b><u>APPROVALS</u></b>    |   |
|----------------------------|---|
| <b>COUNTY COUNSEL:</b>     | <b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> |
| <b>AUDITOR/CONTROLLER:</b> | <b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>                              |
| <b>PERSONNEL DIRECTOR:</b> | <b>PERSONNEL AND RELATED ITEMS</b> <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: 16-18-11

Attachments:

1. Draft Correspondence
2. Inyo National Forest Notice of Public Meeting and Invitation for Comments
3. Additional information from USFS regarding the Mammoth Base Land Exchange
4. Maps of Approximate Location of Land Exchange Parcels in Inyo County
5. Relevant Excerpts from Inyo County General Plan Government Element
6. HR 2157

October 25, 2011

James R. Webb  
Mammoth Base Land Exchange NEPA Team  
PSW-Arcata  
1700 Bayview Drive  
Arcata, CA 95521

**Re: Mammoth Base Land Exchange**

Dear Mr. Webb:

On behalf of the Inyo County Board of Supervisors, I wish to convey to you our dismay that no coordination or dialogue with the County occurred prior to scoping for the Mammoth Base Land Exchange. We have been working with the Forest Service on a Memorandum of Understanding (MOU) regarding coordination over the last year, and to ignore the spirit and letter of the MOU while moving forward with this proposed land exchange is disheartening, to say the least. Furthermore, we are disappointed that Forest Service representatives participating in the Eastern Sierra Land Tenure project, which has been specifically working address land exchange proposals since 2007, did not discuss the proposed Land Exchange, as it is an ideal forum for such dialogue.

That being said, the proposed land exchange will eliminate private lands in Inyo County, reduce the tax base, and does not appear to provide any benefit to the citizens of Inyo County. Little taxable land remains in the County, and the population cap on the Payment-in-lieu-of-Taxes (PILT) formula will ensure that no PILT funds are provided to offset revenue lost due to the proposal. Less than two percent of the County remains in private ownership, and every square foot converted to public lands is significant in itself as well as contributes to significant cumulative impacts to the society and culture of the County.

The Mammoth Base Land Exchange as proposed is inconsistent with the Inyo County General Plan and will result in significant socioeconomic impacts. Mitigation measures to reduce impacts to less than significant levels must be considered, including means to recoup lost tax revenue and the continuing erosion of private land ownership in the County. We believe that alternatives to the proposal should be evaluated that will release lands in Inyo County to offset those acquired through the Exchange or not include lands in Inyo County at all.

We request that Forest Service staff meet with the Inyo County Board of Supervisors as soon as possible and throughout the review process to discuss these issues further. Please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or by email at [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us) as soon as possible to schedule discussions regarding the proposed Land Exchange or if you have any questions.

Thank you for your attention.

Sincerely,

Susan Cash  
Chairperson, Inyo County Board of Supervisors

cc: Kevin Carunchio, CAO  
Randy Keller, County Counsel  
Joshua Hart, Planning Director  
Honorable Representative McKeon  
Secretary Vilsack, USDA  
Chief Tidwell, USFWS  
Randy Moore, USFWS  
Ed Armenta, USFWS  
Mono County Board of Supervisors  
Amador County Board of Supervisors  
El Dorado County Board of Supervisors  
Plumas County Board of Supervisors  
Tuolumne County Board of Supervisors  
Town of Mammoth Lakes  
Ron Nichols, DWP  
California State Association of Counties  
Regional Council of Rural Counties  
National Association of Counties



United States  
Department of  
Agriculture

Forest  
Service

Inyo National Forest

351 Pacu Lane, Suite 200  
Bishop, CA 93514  
(760) 873-2400  
(760) 873-2538 TDD

cc - Bob

CAO

Planning

File Code: 5430/1950

Date: September 9, 2011

RECEIVED  
 2011 SEP 13 AM 7:56  
 INYO  
 ADMIN  
 CLERK

Inyo County Board of Supervisors  
Attn: Chairman  
P.O. Box N  
Independence, CA 93526

Dear Chairman:

On behalf of the Inyo, Eldorado, Plumas and Stanislaus National Forests, I am providing you notice of a proposed land exchange known as the Mammoth Base Land Exchange.

Mammoth Main Lodge Redevelopment LLC (a related company to Mammoth Mountain Ski Area LLC), and the United States, by and through the Forest Service, U.S. Department of Agriculture, have signed an Agreement to Initiate a land-for-land exchange, under the authority of the General Exchange Act of March 20, 1922 (16 U.S.C. 485, 486), the Wilderness Act of September 3, 1964 (16 U.S.C. § 1131 (note)), the Federal Land Policy and Management Act of October 21, 1976 (43 U.S.C. 1716), and the Federal Land Exchange Facilitation Act of August 20, 1988 (43 U.S.C. 1716 (note)). This exchange involves the following described lands affecting the Inyo, Eldorado, Plumas, and Stanislaus National Forests (see enclosed maps):

**Federal Land:**

**Inyo National Forest, Mount Diablo Meridian, Mono County, California**

T.3 S., R.27 E.

Sec. 30: SE1/4SW1/4 (por.), SW1/4SE1/4 (por.)

Sec. 31: N1/2NE1/4NW1/4 (por.)

Containing 20.6 acres, more or less.

**Non-Federal Land:**

**Eldorado National Forest, Mount Diablo Meridian, Amador and El Dorado Counties, California**

T.10 N., R.17 E.

Sec. 20: E1/2SE1/4, SW1/4SE1/4

Sec. 21: NW1/4SW1/4

EXCEPTING THEREFROM that portion conveyed to the State of California for Highway 88.

**Inyo National Forest, Mount Diablo Meridian, Mono County, California**

T.2 N., R.25 E.

Sec. 19: Mining claims designated: Nioma No. 1 (MS 1045) Lot 37; Gold Hill (MS1064) Lot 38; and Wasatch (MS 1047) Lot 39. (APN 021-020-011)

T.2 N., R.26 E.

Sec. 30: Lot 10 (por. westerly of westerly boundary line of State Hwy 395)



Sec. 31: NE1/4NW1/4, Lots 1 and 2 (por. westerly of westerly boundary line of State Hwy 395)

T.2 S., R.31 E.

Sec. 19: S1/2SE1/4NE1/4, E1/2SE1/4

Sec. 20: S1/2SW1/4NW1/4, W1/2SW1/4

Sec. 29: NW1/4NW1/4

Sec. 30: NE1/4NE1/4

T.3 S., R.31 E.

Sec. 29: E1/2SW1/4

**Inyo National Forest, Mount Diablo Meridian, Inyo County, California**

T.7 S., R.30 E.

Secs. 4 and 9: Those patented millsite claims known as Tungstar Millsites No. 2 and No. 3 of Survey No. 6261-B (APNs 09-260-04 and 05)

**Outside the boundaries of Inyo NF, Mount Diablo Meridian, Inyo County, California**

T.7 S., R.33 E.

Sec. 6: That portion of the NE1/4 known as the USFS Leased Area south of Yaney Street, in Bishop CA.

T.16 S., R.36 E.

Sec. 3: That portion of the N1/2W1/2 of Lot 2 known as the Interagency Visitor Center Leased Area

**Plumas National Forest, Mount Diablo Meridian, Plumas County, California**

T.27 N., R.11 E.

Sec. 35: NW1/4SW1/4, SW1/4NW1/4

TOGETHER WITH the water rights to Taylor Lake

**Stanislaus National Forest, Mount Diablo Meridian, Tuolumne County, California**

T.2 N., R.18 E.

Sec. 9: NE1/4SW1/4, E1/2NW1/4, SW1/4NW1/4

T.3 N., R.18 E.

Sec. 21: W1/2SE1/4, NE1/4SE1/4

Sec. 36: All

Containing 1729 acres, more or less.

Any or all of the above-described non-Federal lands may be exchanged for the Federal lands if the values are equal. If the values are unequal, either party may equalize the values by making a payment in cash, not to exceed 25% of the value of the Federal lands. Values will be determined by appraisals which meet Federal standards and which have been reviewed and approved by the Forest Service

As currently assembled, the estimated values of the Federal and non-Federal lands are unequal and are not within 25% of the value of the Federal lands. Also, the two leased area parcels described above are administrative sites located outside the boundaries of the Inyo NF. Inclusion of such parcels in this exchange is not authorized under the General Exchange Act. Legislation is pending in Congress to allow this land exchange to proceed with a cash payment by the non-

Federal party exceeding 25% of the Federal land value and to permit the acquisition of the two non-Federal parcels located outside the Inyo NF boundary.

The Forest Service proposes to acquire land with floodplains associated with: Clavey River and Rock Creek, Little Reynolds Creek, Looney Creek, and an unnamed stream tributary to Bourland Creek (Stanislaus NF); an unnamed stream tributary to Hungry Creek (Plumas NF); Gable Creek, Pine Creek, Chidago Canyon Creek and unnamed tributaries to it, an unnamed stream tributary to Mono Lake, and unnamed streams associated with Watterson Meadow (Inyo NF); Martin Creek (Eldorado NF). There are no floodplains associated with the Federal lands.

The Federal lands have been segregated from appropriation under the public land laws and mineral laws for a period not to exceed 5 years from the date of this letter.

The Forest Service will formally evaluate this exchange proposal through National Environmental Policy Act (NEPA) procedures, which include public involvement beginning concurrently with this notice. A decision to complete the exchange will be made based on whether the land exchange is determined to be in the public interest. Enclosed is a summary of the Proposed Action for this land exchange. The Proposed Action is the first formal step in NEPA compliance for this project, leading to a decision whether to implement the project and, if so, whether to implement the Proposed Action or an alternative to the Proposed Action. A document analyzing the environmental effects of the proposed land exchange is expected to be completed in early 2012, followed by a decision (contingent on enactment of the special legislation addressed above) whether to implement the land exchange. Comments from the public will help identify issues and develop alternatives to the proposed action to address any identified issues.

If you have any questions or concerns, or knowledge of any claims, liens, or encumbrances affecting the lands proposed for exchange, or wish to comment on the Proposed Action for this land exchange, please submit written questions, comments, or information requests to James R. Webb, PSW-Arcata, 1700 Bayview Drive, Arcata, CA 95521, or by email at [comments-pacificsouthwest-inyo@fs.fed.us](mailto:comments-pacificsouthwest-inyo@fs.fed.us). You may also learn more about the project by attending a public meeting on the project on September 29, 2011, from 6:00 to 8:00 PM in Suite Z, Mammoth Town Hall, 475 Old Mammoth Road, Mammoth Lakes, CA. More information about the proposed exchange and the NEPA process is available on the Inyo National Forest website <http://www.fs.fed.us/nepa/fs-usda-pop.php?project=30428>. You may also contact Mr. Webb at 707-825-2948 or by email at [jrwebb@fs.fed.us](mailto:jrwebb@fs.fed.us). If you wish to comment on this proposal, please respond to Mr. Webb in writing by **October 31, 2011**.

Sincerely,



EDWARD E. ARMENTA  
Forest Supervisor

Enclosure

## **MAMMOTH BASE LAND EXCHANGE**

### **Proposed Action**

Convey 20.6 acres of National Forest System lands within the boundaries of the Inyo National Forest and currently managed as part of a Ski Area Term Special Use Permit to MMSA in exchange for approximately 1715 acres of privately owned lands located within the boundaries of the Inyo, Plumas, Eldorado and Stanislaus National Forests and approximately 14 acres of privately owned land in two small parcels in Inyo County, California that are outside the boundaries of the Inyo National Forest.

The Federal parcel is a tract of approximately 20.60 acres located within the city limits of the Town of Mammoth Lakes, and would, if the land exchange is implemented, be an island of non-Federal land surrounded by NFS lands. The Federal parcel is reserved public domain that has never left Federal ownership. The Federal parcel is an intensely developed tract containing structures providing lodging and visitor services facilities at the main base area for the Mammoth Mountain Ski Area. The facilities include the Mammoth Mountain Inn, the Yodler Restaurant, two ski lift bases, a snowmobile and snow cat rental and tour service and several parking areas. The Federal parcel is located on California State Highway 203 approximately four miles west of the town center of Mammoth Lakes.

Five of the non-Federal parcels are located inside the boundaries of the Inyo National Forest. These parcels include the West Mono Lake Parcel (located inside the boundaries of the Mono Lake National Forest Scenic Area near the west shore of Mono Lake), the Lundy Canyon Parcel (patented mining claims located in or adjacent to the Hoover Wilderness northwest of Mono Lake), the Watterson Meadows Parcel (a large inholding in the Benton Range east of Mono Lake), the Moran Springs Parcel (another inholding in the Benton Range) and the Pine Canyon Parcel (located at the trailhead of the Pine Canyon Trail).

Two of the non-Federal parcels are located in Inyo County outside the boundaries of the Inyo National Forest. The DWP-Visitor Center Parcel is located 2 miles south of Lone Pine, California, at the junction of California State Route 136 and U. S. Highway 395 and contains the Interagency Visitor Center managed jointly by the USDA Forest Service, the National Park Service, the Bureau of Land Management, the California Department of Transportation (CalTrans), Mono County, Inyo County and the California Department of Fish and Game. The DWP-Bishop Parcel is located in the city center of the Town of Bishop, California, adjacent to the White Mountain Ranger District Office of the Inyo National Forest and is used to store vehicles and large service items used in the management of programs of the Inyo National Forest. Because these parcels are outside the boundaries of the Inyo National Forest, legislation is needed to authorize acquisition of these parcels under the laws regulating land exchanges by the USDA Forest Service.

One of the non-Federal parcels is located inside the boundaries of the Eldorado National Forest at Martin Meadow near Kirkwood Ski Area along California State Highway 88. This parcel offers outstanding alpine recreational values and includes wet and dry meadows and frontage on a perennial stream.

One of the non-Federal parcels is located inside the boundaries of the Plumas National Forest at Taylor Lake east of Greenville, California. This parcel includes most of the shoreline of Taylor Lake and offers outstanding recreational values as well as habitat for wetland species of plants and animals.

Three of the non-Federal parcels are located inside the boundaries of the Stanislaus National Forest in the Clavey River watershed. All three parcels contain either frontage on a perennial stream or headwaters areas for a perennial stream and all three eliminate islands of private lands in the Stanislaus National Forest.

### **Future Uses of Parcels in this Land Exchange**

Federal parcel: The MMSA proposes to redevelop the base facilities as described in the "Connected Action" section, below.

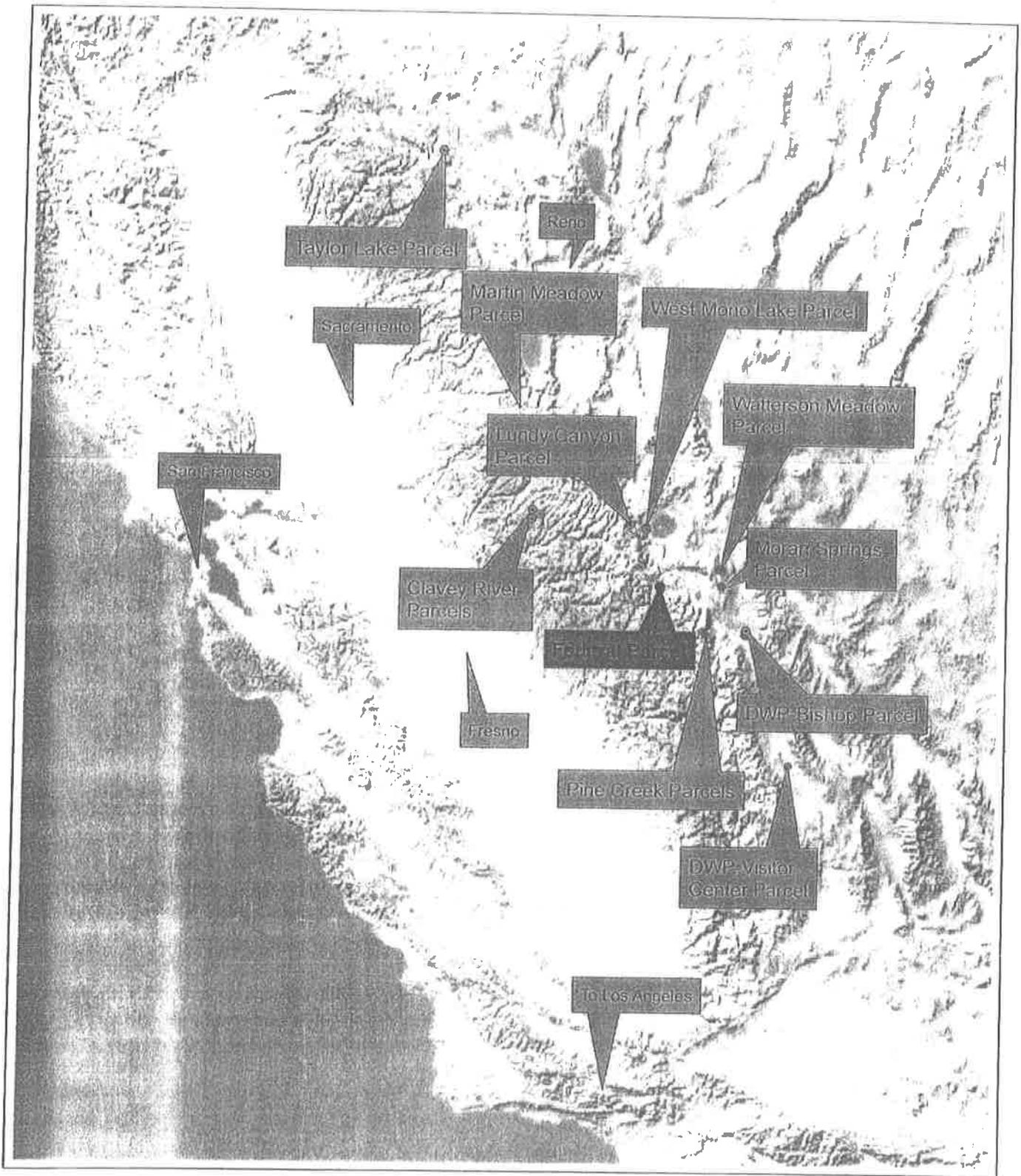
**Connected Action:** MMSA wants to replace all of the structures on the Federal parcel in order to improve visitor service facilities and promote easier skier movement in the area. MMSA also wants to remove most of the existing day lodge on the south side of California State Route 203 on lands that will remain under NFS management. The conceptual plans for renovation of facilities on the Federal parcel, as outlined in public presentations to the Town of Mammoth Lakes, will increase the intensity of use of the parcel and modernize or replace outmoded and decrepit facilities that have reached the end of their useful life with new skier facilities, visitor lodging, fractional and whole ownership condominiums and employee housing. Several of the proposed improvements are inconsistent with management standards for private facilities on NFS lands managed under a Ski Area Term Special Use Permit.

Non-Federal parcels: Upon acquisition, non-Federal parcels will be managed consistently with the applicable Land Management Plan and surrounding National Forest System lands: The West Mono Lake parcel will be managed as part of the Mono Basin National Forest Scenic Area. The DWP parcels will continue their present use as administrative sites housing a visitor center and equipment storage yard used by the Inyo National Forest. The remaining parcels will be managed similarly to surrounding forest lands.

### **Decision Framework (Decision to be Made)**

Based on the environmental analysis produced by the Team, we will decide whether the Proposed Action will proceed as proposed or in a modified state, if an alternative action is necessary to address issues that may be brought forward by the public, or if no action will take place at all. Known alternatives that must be considered and either evaluated or excluded from further analysis include:

1. No action.
2. Purchase of the non-Federal lands in lieu of acquisition through a land exchange
3. Conveyance of a larger Federal parcel that includes more of the ski area improvements
4. A land exchange including lands occupied by the Mammoth Mountain Chalet Owners Association, Inc.



**Mammoth Base Land Exchange  
Parcel Location Map  
Inyo, Stanislaus, Eldorado and Plumas National Forests  
Inyo, Mono, Tuolumne, El Dorado,  
Amador and Plumas Counties, California**

0 30 60 120 Miles

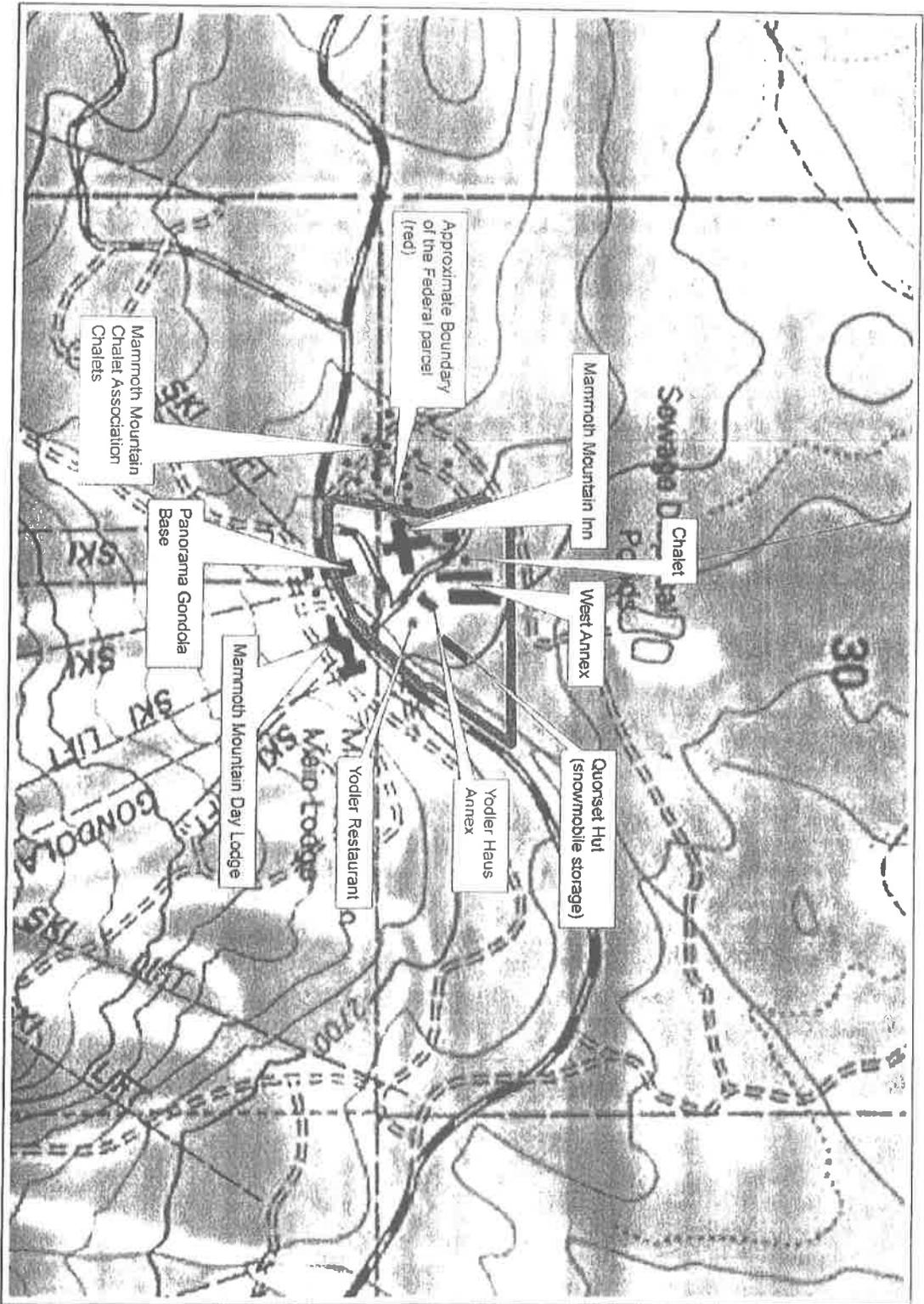
Map drawn by Jim Webb  
January 28, 2011



**Mammoth Base Land Exchange  
Federal Parcel  
Town of Mammoth Lakes  
Mono County, California**



Map dated 27 Jan 2000  
Lanes 26, 2017



# NEWS



**Forest Service**

*United States  
Department of  
Agriculture*

*351 Pacu Lane, St. 200  
Bishop, CA 93514  
Contact: Nancy Upham  
(760) 873-2427*

**Inyo  
National Forest**

*Date: Sept. 15, 2011*

---

## **Inyo National Forest Hosts Public Meeting and Invites Comments on the Proposed Mammoth Base Land Exchange**

The Forest Service is inviting the public to attend a public meeting and to provide comments on the proposed Mammoth Base Land Exchange Project. The public meeting will be held on Thursday, September 29, from 6:00 to 8:00 pm, in the Town Council Chambers (Suite Z), at 437 Old Mammoth Road in Mammoth Lakes. The comment period on the proposed action ends October 31, 2011.

The Mammoth Base Land Exchange is proposed by Mammoth Main Lodge Redevelopment LLC (a company related to Mammoth Mountain Ski Area LLC) to exchange approximately 20 acres of National Forest System land (the Federal parcel) managed by the Inyo National Forest in the Town of Mammoth Lakes, for approximately 1,729 acres of private land (the non-Federal parcels) in Mono, Inyo, Tuolumne, El Dorado and Plumas Counties in California. The 20-acre Federal parcel is currently under special use permit to the Mammoth Mountain Ski Area and is located on the north side of Highway 203, across from the Main Lodge and adjacent to the existing ski facilities at Mammoth Mountain. Several improvements owned by the ski area are located on the Federal parcel, including the Mammoth Mountain Inn and Yodler Restaurant. Each of the non-Federal parcels proposed to be conveyed to the U.S. Forest Service has desirable characteristics of value to the National Forest System, such as resource, recreational, administrative or other values.

If you have questions about the Mammoth Base Land Exchange or want more information about the land exchange proposal, such as a copy of the public information package or a copy of the invitation to comment and proposed action for the land exchange, please visit the project website at [http://www.fs.fed.us/nepa/nepa\\_test/fs-usda-pop.html?project=30428](http://www.fs.fed.us/nepa/nepa_test/fs-usda-pop.html?project=30428), or call Jim Webb at 707-825-2958 or Sheila Irons at 760-924-5534. Comments should be submitted to Jim Webb, Project leader, PSW-Arcata, 1700 Bayview Drive, Arcata, CA 95521, or by email at [comments-pacificsouthwest-inyo@fs.fed.us](mailto:comments-pacificsouthwest-inyo@fs.fed.us).

**###**



**Mammoth Base Land Exchange**

**National Environmental Policy Act Compliance**

**Information for Members of the Public Interested in**

**Providing Comments on the Proposed Action**

## **Overview of the Land Exchange Process and the Proposed Mammoth Base Land Exchange**

Land exchanges involving National Forest System (NFS) lands are authorized by several laws passed by Congress over the past century, including the General Exchange Act, the Federal Land Policy and Management Act and the Federal Land Exchange Facilitation Act. Generally stated, the USDA Forest Service (Forest Service) is authorized to exchange lands owned by the United States and managed by the Forest Service for an equal value of privately owned lands located within the declared boundaries of a National Forest or other unit managed by the Forest Service. Under the Federal Land Policy and Management Act, the values of the Federal and non-Federal lands can be equalized by cash payment by either party, as long as the non-Federal land value is within 25% of the value of the Federal lands.

A land exchange, like many other activities of the Forest Service, is a project for which the Forest Service must comply with the National Environmental Policy Act (NEPA). Compliance with NEPA requires that the environmental and other effects of the land exchange be evaluated prior to implementation of the exchange. A description of the Purpose and Need and the Proposed Action for the Mammoth Base Land Exchange is included in this information package on pages 4-6.

In this case, Mammoth Mountain Ski Area LLC is the owner of the facilities at the Mammoth Mountain Ski Area, which is located on NFS lands and managed under a Ski Area Term Special Use Permit issued by the Forest Service. Mammoth Mountain Ski Area LLC, through a related company named Mammoth Main Lodge Redevelopment LLC (both collectively referred to as MMSA in this document) has proposed a land exchange whereby approximately 20 acres of NFS lands would be conveyed to MMSA and MMSA would convey approximately 1729 acres of non-Federal lands to the United States. The disparity in acreage is due to the high estimated value of the NFS lands compared to that of the non-Federal lands. Because preliminary estimates indicate the non-Federal land values will likely be too low to meet the equal value requirements addressed above, MMSA is working with Congressman Buck McKeon to propose legislation that would allow MMSA to balance the market values of the Federal and non-Federal lands with a cash payment (i.e., cash equalization) to the United States. Under the legislation, the cash equalization would be deposited in a special account established under the Sisk Act, the proceeds of which may be used by the Forest Service to acquire lands elsewhere in California. The legislation would also allow the Forest Service to acquire two non-Federal parcels located outside the boundaries of the Inyo National Forest (the DWP-Bishop and DWP-Interagency Visitor Center non-Federal parcels (see parcel descriptions below).

The Federal parcel is generally described in the Summary of the Proposed Action and additional information is provided on pages 7-9 of this package. The non-Federal parcels are also described in the Summary of the Proposed Action and additional information about each parcel appears on pages 10-28. An outline of how to participate in the NEPA process for evaluation of the environmental effects of this exchange appears on page 6.

## **Summary of the Purpose and Need and Proposed Action**

**Purpose of the land exchange:** To acquire environmentally sensitive lands and administrative sites meeting the resource and other management goals of the National Forest System in exchange for developed lands in the National Forest System that will better serve the community and economic needs of the Town of Mammoth Lakes and Mono County in private ownership.

**Need Statement Number 1:** Acquire environmentally sensitive lands containing natural features such as wetlands, floodplains, actual or potential habitat for threatened or endangered species, outstanding recreational features, or other, similar features.

**Need Statement Number 2:** Acquire administrative lands meeting the needs of the Inyo National Forest for visitor support, storage of vehicles and materials, and other support for operations of the Forest and its subordinate Ranger Districts.

**Need Statement Number 3:** Improve visitor experiences at the Mammoth Mountain Ski Area by replacing aging and substandard lodging and other visitor services facilities.

**Need Statement Number 4:** Meet the economic needs and enhance community development of the Town of Mammoth Lakes and Mono County, California.

### **Proposed Action:**

Convey 20.6 acres of National Forest System lands within the boundaries of the Inyo National Forest and currently managed as part of a Ski Area Term Special Use Permit to MMSA in exchange for approximately 1715 acres of privately owned lands located within the boundaries of the Inyo, Plumas, Eldorado and Stanislaus National Forests and approximately 14 acres of privately owned land in two small parcels in Inyo County, California that are outside the boundaries of the Inyo National Forest.

The Federal parcel is a tract of approximately 20.60 acres located within the city limits of the Town of Mammoth Lakes, and would, if the land exchange is implemented, be an island of non-Federal land surrounded by NFS lands. The Federal parcel is reserved public domain that has never left Federal ownership. The Federal parcel is an intensely developed tract containing structures providing lodging and visitor services facilities at the main base area for the Mammoth Mountain Ski Area. The facilities include the Mammoth Mountain Inn, the Yodler Restaurant, two ski lift bases, a snowmobile and snow cat rental and tour service and several parking areas. The Federal parcel is located on California State Highway 203 approximately four miles west of the town center of Mammoth Lakes.

Five of the non-Federal parcels are located inside the boundaries of the Inyo National Forest. These parcels include the West Mono Lake Parcel (located inside the boundaries of the Mono Lake National Forest Scenic Area near the west shore of Mono Lake), the Lundy Canyon Parcel (patented mining claims located in or adjacent to the Hoover Wilderness northwest of Mono

Lake), the Watterson Meadows Parcel (a large inholding in the Benton Range east of Mono Lake), the Moran Springs Parcel (another inholding in the Benton Range) and the Pine Canyon Parcel (located at the trailhead of the Pine Canyon Trail).

Two of the non-Federal parcels are located in Inyo County outside the boundaries of the Inyo National Forest. The DWP-Visitor Center Parcel is located 2 miles south of Lone Pine, California, at the junction of California State Route 136 and U. S. Highway 395 and contains the Interagency Visitor Center managed jointly by the USDA Forest Service, the National Park Service, the Bureau of Land Management, Mono County, Inyo County, the California Department of Transportation (CalTrans), the Los Angeles Department of Water and Power and the California Department of Fish and Game. The DWP-Bishop Parcel is located in the city center of the Town of Bishop, California, adjacent to the White Mountain Ranger District Office of the Inyo National Forest and is used to store vehicles and large service items used in the management of programs of the Inyo National Forest. Because these parcels are outside the boundaries of the Inyo National Forest, legislation is needed to authorize acquisition of these parcels under the laws regulating land exchanges by the USDA Forest Service.

One of the non-Federal parcels is located inside the boundaries of the Eldorado National Forest at Martin Meadow near Kirkwood Ski Area along California State Highway 88. This parcel offers outstanding alpine recreational values and includes wet and dry meadows and frontage on a perennial stream.

One of the non-Federal parcels is located inside the boundaries of the Plumas National Forest at Taylor Lake east of Greenville, California. This parcel includes most of the shoreline of Taylor Lake and offers outstanding recreational values as well as habitat for wetland species of plants and animals.

Three of the non-Federal parcels are located inside the boundaries of the Stanislaus National Forest in the Clavey River watershed. All three parcels contain either frontage on a perennial stream or headwaters areas for a perennial stream and all three eliminate islands of private lands in the Stanislaus National Forest.

#### **Future Uses of Parcels in this Land Exchange**

**Federal parcel:** The MMSA proposes to redevelop the base facilities as described in the **Connected Action** section, below.

**Connected Action:** MMSA wants to replace all of the structures on the Federal parcel in order to improve visitor service facilities and promote easier skier movement in the area. MMSA also wants to remove most of the existing day lodge on the south side of California State Route 203 on lands that will remain under NFS management. The conceptual plans for renovation of facilities on the Federal parcel, as outlined in public presentations to the Town of Mammoth Lakes, will increase the intensity of use of the parcel and modernize or replace outmoded and

decrepit facilities that have reached the end of their useful life with new skier facilities, visitor lodging, fractional and whole ownership condominiums and employee housing. Several of the proposed improvements are inconsistent with management standards for private facilities on NFS lands managed under a Ski Area Term Special Use Permit.

Non-Federal parcels: Upon acquisition, non-Federal parcels will be managed consistently with the applicable Land Management Plan and surrounding National Forest System lands: The West Mono Lake parcel will be managed as part of the Mono Basin National Forest Scenic Area. The DWP parcels will continue their present use as administrative sites housing a visitor center and equipment storage yard used by the Inyo National Forest. The remaining parcels will be managed similarly to surrounding forest lands.

**Decision Framework (Decision to be Made)** – Based on the environmental analysis produced by the Team, we will decide whether the Proposed Action will proceed as proposed or in a modified state, if an alternative action is necessary to address issues that may be brought forward by the public, or if no action will take place at all. Known alternatives that must be considered and either evaluated or excluded from further analysis include:

1. No action.
2. Purchase of the non-Federal lands in lieu of acquisition through a land exchange.
3. Conveying a larger Federal parcel that includes more of the ski area improvements.
4. A land exchange including the lands occupied by the Mammoth Mountain Chalet Owners Association, Inc.

## How to Participate in this Project

1. Visit the project website for additional information:

[http://www.fs.fed.us/nepa/nepa\\_test/fs-usda-pop.html?project=30428](http://www.fs.fed.us/nepa/nepa_test/fs-usda-pop.html?project=30428)

2. Send a written comment. Comments may be mailed to:

James R. Webb  
Mammoth Base Land Exchange NEPA Team  
PSW-Arcata  
1700 Bayview Drive  
Arcata, CA 95521

3. Send an email comment. Comments may be emailed to:

[comments-pacificsouthwest-inyo@fs.fed.us](mailto:comments-pacificsouthwest-inyo@fs.fed.us)

4. Attend the public meeting on this project:

Date: September 22, 2011  
Place: Suite Z, Town Hall  
437 Old Mammoth Road  
Mammoth Lakes, CA 93546  
Time: 6:00pm to 8:00 pm

5. The points of contact for this project are:

James R. Webb  
Lands Specialist  
Regional Land Adjustment Team  
707-825-2958

Sheila Irons  
Lands Program Manager  
Mammoth Lakes and Mono Ranger Districts  
760-924-5534

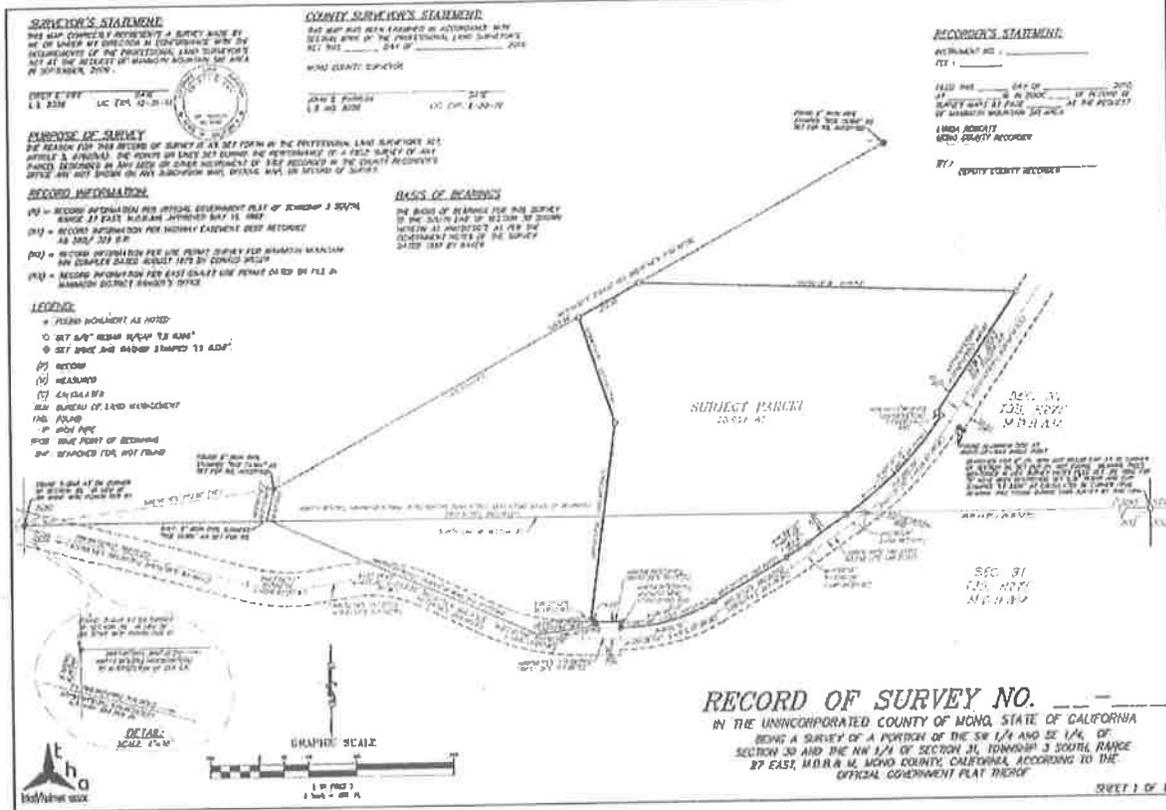
6. Comments must be received by October 31, 2011.

## Additional Information about the Federal Parcel

### Description:

Portions of the SW 1/4 and the SE 1/4 of Section 30, and a portion of the NW1/4 of Section 31, T.3 S., R.27 E., Mount Diablo Base and Meridian, as depicted on the draft Record of Survey prepared by Triad/Holmes Associates:

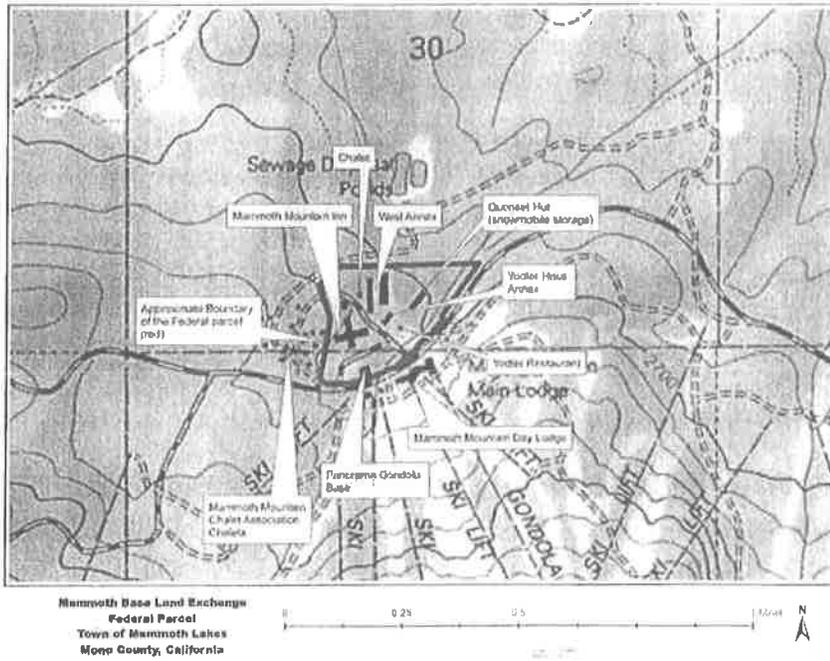
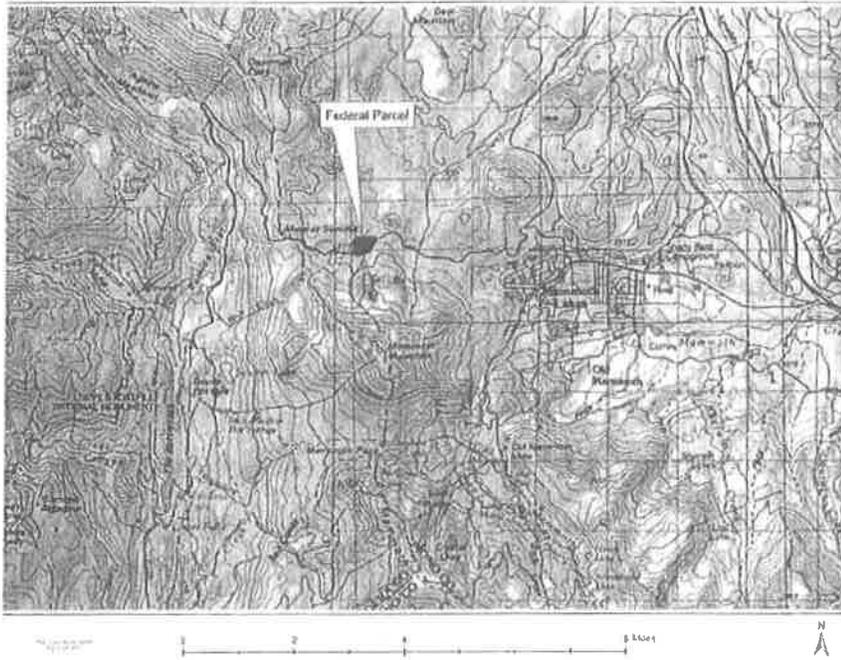
BOOK \_\_\_\_\_ OF RECORD OF SURVEY MAPS AT PAGE \_\_\_\_\_



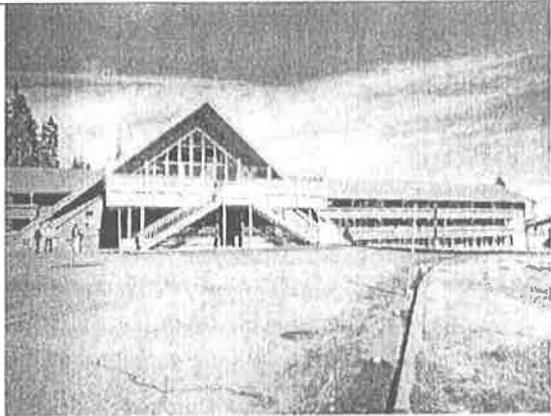
The Federal parcel covers approximately 20.60 acres.

**Location Information:** The Federal Parcel is located along California State Highway 203 approximately 4.5 miles west of the Town of Mammoth Lakes in Mono County, California.

**Maps:**



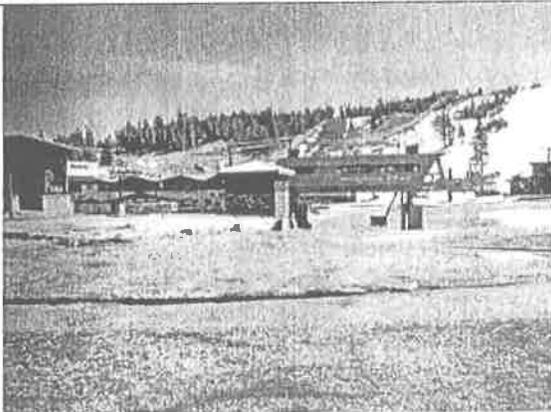
**Photographs:**



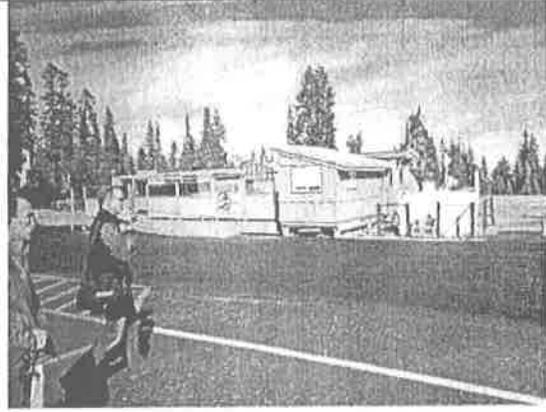
**Mammoth Mountain Inn**



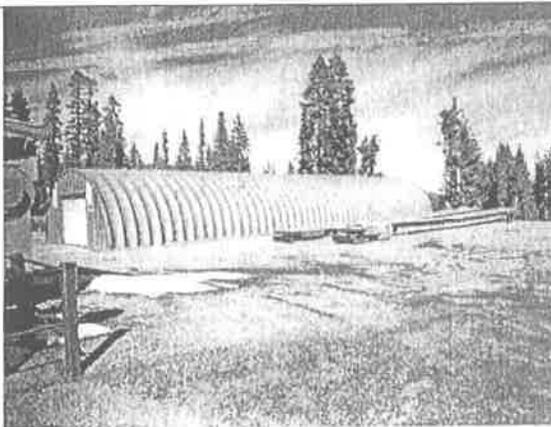
**Yodler Haus Annex (foreground) and  
West Annex (background)**



**Chair 11 (right-center) and Panorama  
Gondola Base (far right). The main well  
producing water for the Base facilities is  
left of Chair 11.**



**Snowmobile Rental Facility (Quonset  
storage hut behind rental facility)**



**Quonset Hut used for snowmobile storage**



**Yodler Restaurant**

## Additional Information about the non-Federal Parcels

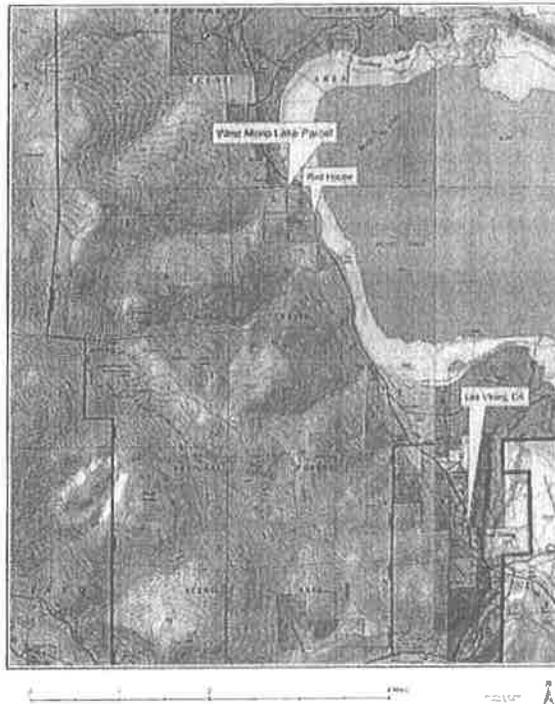
### MONO COUNTY PARCELS

#### West Mono Lake Parcel

**Description:** Those portions of fractional southwest quarter of southeast quarter (Lot 10) of Section 30; northeast quarter of northwest quarter and Lots 1 and 2 of Section 31, all in Township 2 North, Range 26 East, M.D.B. & M., in the County of Mono, State of California, according to the official plat thereof, lying westerly of the westerly right of way line of State Highway 395 as described in deed for State Highway, Billeb et ux to State of California, recorded July 18, 1934 in Book 9 Page 222 of Official Records in the office of the County Recorder of Mono County, California and as shown on Right of Way Record Maps 09MNO395 on file with the State of California Department of Transportation. Said centerline in the offset portion of right of way described as "SECOND" in said deed, is deemed to be that curve designated as "R/WCL" on said Right of Way Record Map. (APN 21-050-12)

**Location:** West shore of Mono Lake, approximately 4 miles north of Lee Vining in Mono County, California.

#### **Map:**



**Photographs:**



House and development - Cunningham parcel



Southern half of Cunningham parcel and road that bisects parcel



**Area:** 118.3 Acres

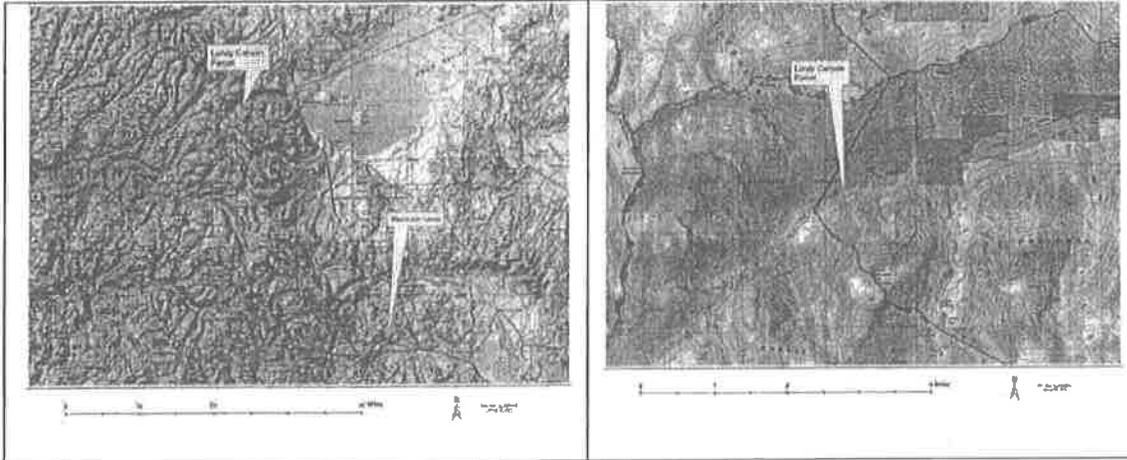
**Resource Values:** Inholding within Mono Basin National Forest Scenic Area adjacent to National Forest System lands. Parcel has meadows and springs. This parcel is a significant backdrop in the viewshed from Mono Lake.

## **Lundy Canyon Parcel**

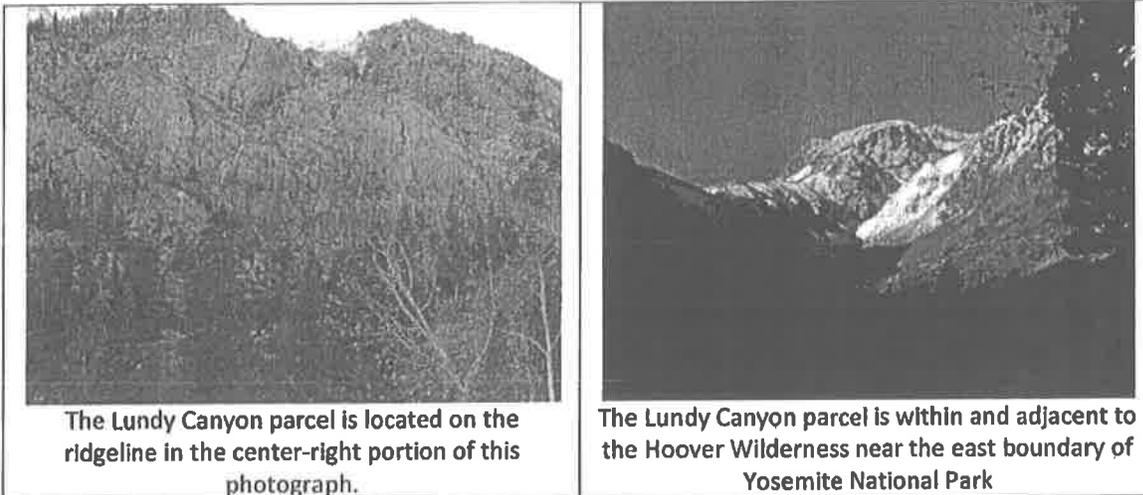
**Description:** A portion of Section 19, T. 2 N., R.25 E., M.D.M., Mono County, California, consisting of three mining claims designated Nioma No. 1 Q.M. Lot 37, Gold Hill Q.M. Lot 38, and Wasatch Q.M. Lot 39. (APN 021-020-011)

**Location:** West of Lundy Lakes in Lundy Canyon, approximately ten miles north of Lee Vining, CA.

### **Maps:**



### **Photographs:**



**Area:** 49.81 Acres

**Resource Values:** Inholding surrounded by National Forest lands. A small portion of the parcel is located within the Hoover Wilderness Area. Parcel has mineral values and development of a mine in this location would be inconsistent with wilderness and recreational uses in Lundy Canyon.

**Watterson Meadows Parcel**

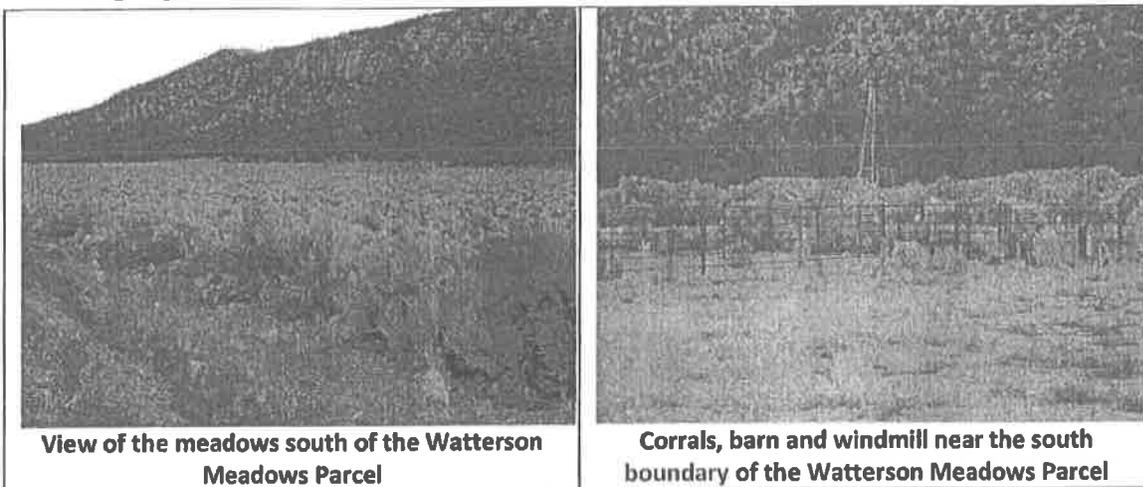
**Description:** The south half of the southeast quarter of the northeast quarter of Section 19; the east half of the southeast quarter of Section 19; the south half of the southwest quarter of the northwest quarter of Section 20; the west half of the southwest quarter of Section 20; the northwest quarter of the northwest quarter of Section 29; and the northeast quarter of the northeast quarter of Section 30, all in Township 2 South, Range 31 East, M.D.M., in the County of Mono, State of California, according to the official plat thereof. (APN 24-260-05)

**Location:** Benton Range, approximately 18 miles Northeast of Mammoth Lakes in Mono County.

**Maps:**

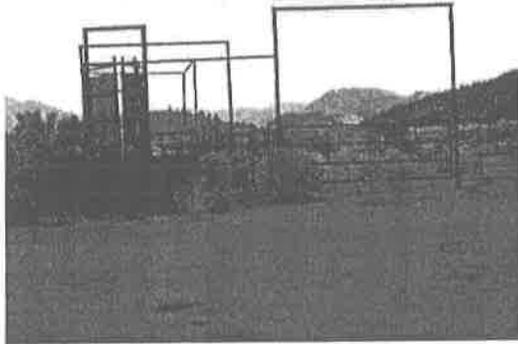


**Photographs:**



**View of the meadows south of the Watterson Meadows Parcel**

**Corrals, barn and windmill near the south boundary of the Watterson Meadows Parcel**



**Corral and cattle loading chute near south boundary of Watterson Meadows Parcel**



**Meadows and juniper trees in the area south of the Watterson Meadows Parcel**

**Area:** 280 Acres

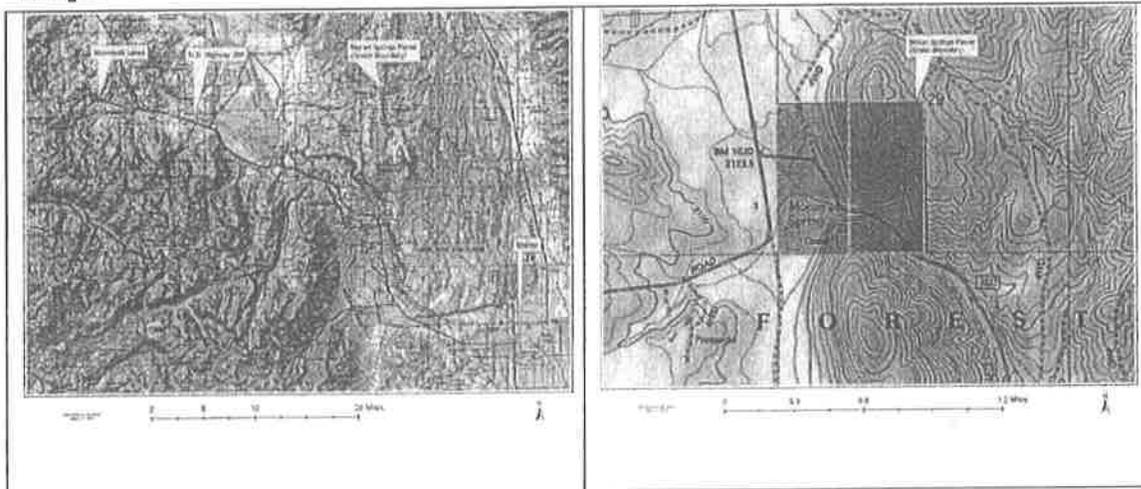
**Resource Values:** Inholding within National Forest boundary surrounded by National Forest System lands, meadows, springs and wetlands.

## **Moran Springs Parcel**

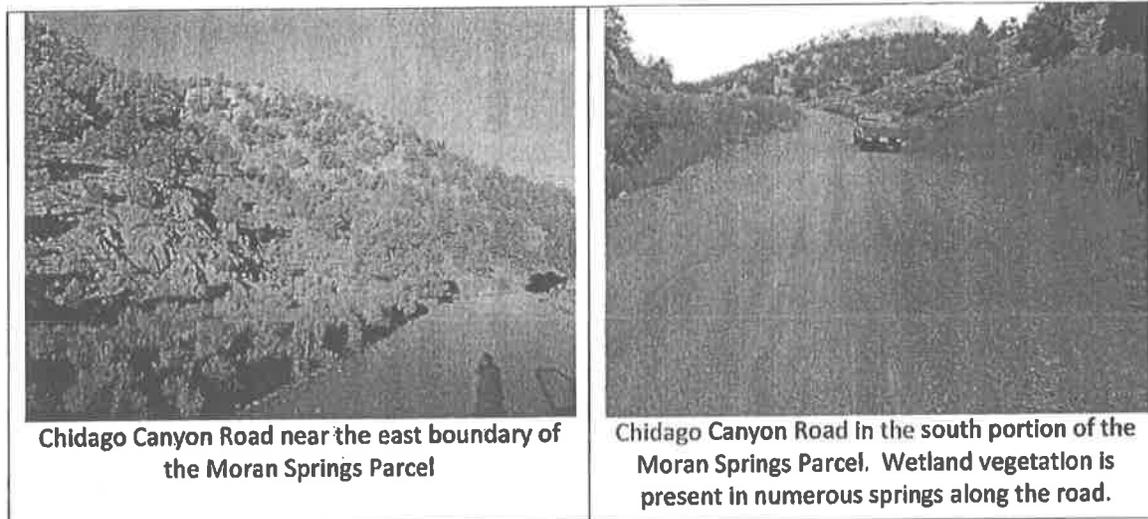
**Description:** The east half of the southwest quarter of Section 29, Township 3 South, Range 31 East, M.D.M., in the County of Mono, State of California according to the official plat thereof. (APN: 25-170-03)

**Location:** Benton Range, approximately 27.5 miles East of Mammoth Lakes in Mono County.

### **Maps:**



### **Photographs:**



**Area:** 80 Acres

**Resource Values:** Inholding within National Forest boundary surrounded by National Forest System lands, meadows, springs and wetlands.

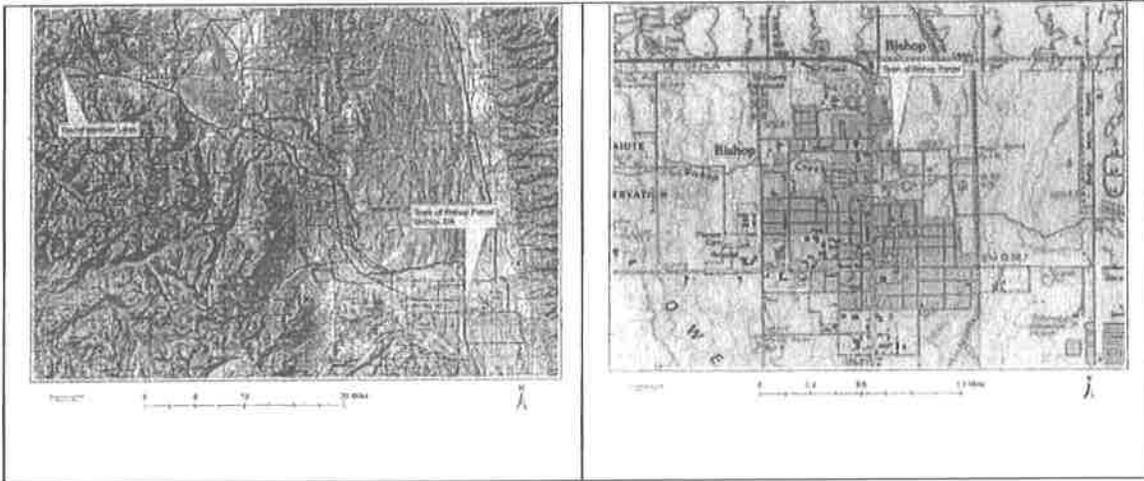
## INYO COUNTY PARCELS

### DWP Bishop Parcel

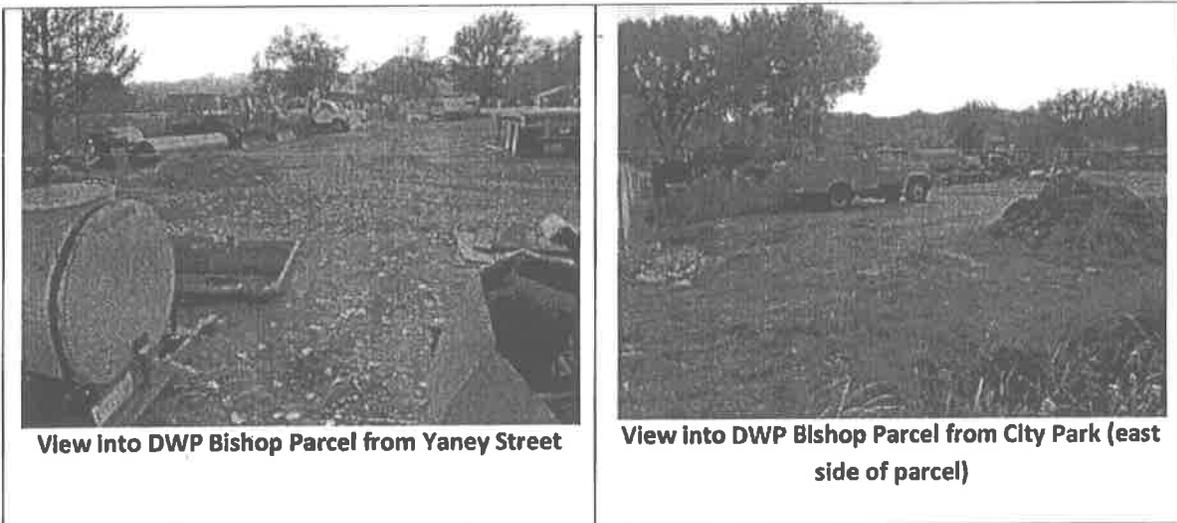
**Description:** A portion of the NE ¼ of Sec. 6, T.7S., R. 33E., M.D.M. known as the U.S.F.S. Leased Area south of Yaney Street, Bishop, California (Inyo County).

**Location:** South side of East Yaney Street, adjacent to the White Mountain Ranger District Office in Bishop, California.

### **Maps:**



### **Photographs:**



**Area:**

1.66 acres

**Resource Values:**

Currently leased by the Inyo National Forest from the Los Angeles Department of Water and Power and used as the site for equipment and material storage for the White Mountain Ranger Station. Acquisition of title will eliminate rent payments and provide for long term storage and other administrative use of the parcel in connection with Bishop Ranger Station operations.

## **DWP Visitor Center Parcel**

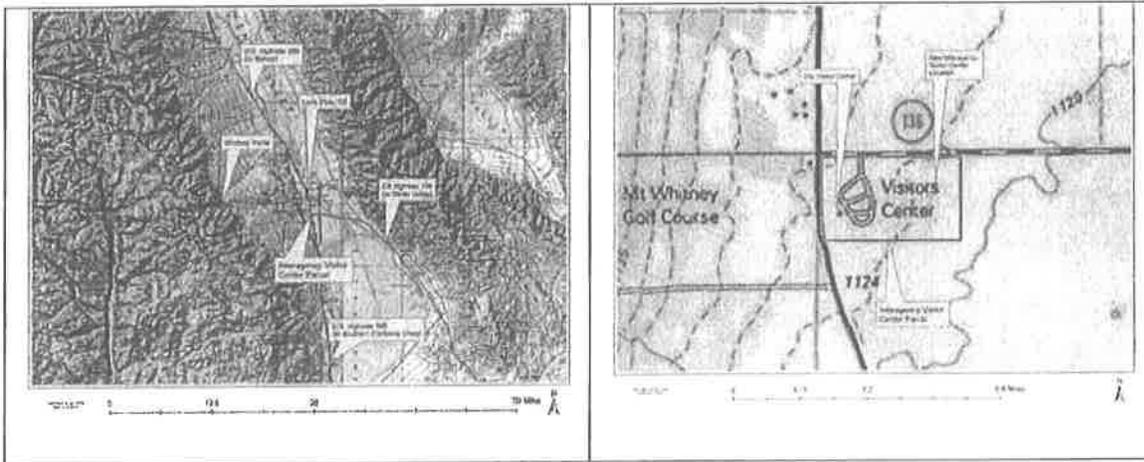
### **Description:**

A portion of the N1/2 of the W1/2 of Lot 2 of Section 3, Township 16 South, Range 36 E, M.D.M. (Inyo County, California), known as the Interagency Visitor Center Leased Area east of Highway 395 and south of State Route 136. (Portion of APN: 26-140-13)

### **Location:**

Approximately 2.5 miles south of Lone Pine, CA, at the junction of U.S. Highway 395 with CA State Highway 134.

### **Maps:**



### **Photographs:**



**Area:** 12.066

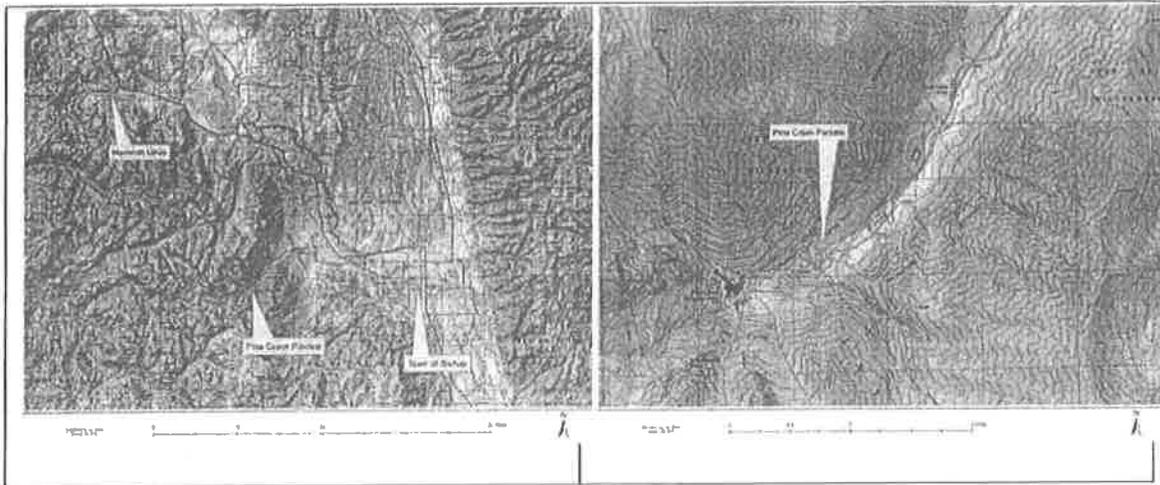
**Resource Values:** Currently leased by the Inyo National Forest from Los Angeles Department of Water and Power as the site of the Interagency Visitor Center. The Interagency Visitor Center is an important administrative and visitor information site used in partnership by Inyo National Forest, the Bureau of Land Management, the National Park Service, the California Department of Fish and Game, the California Department of Transportation (CalTrans), Mono County, Inyo County, and the Los Angeles Department of Water and Power to provide information to visitors to the greater area, including Mount Whitney, Death Valley National Park, Sequoia National Park, Kings Canyon National Park, Inyo National Forest recreation and other uses, BLM recreation and other sites in the area, and wildlife refuges. Acquisition of the parcel will eliminate rent and allow full management of the property by the sister agencies who use the site.

## **Pine Canyon Parcel**

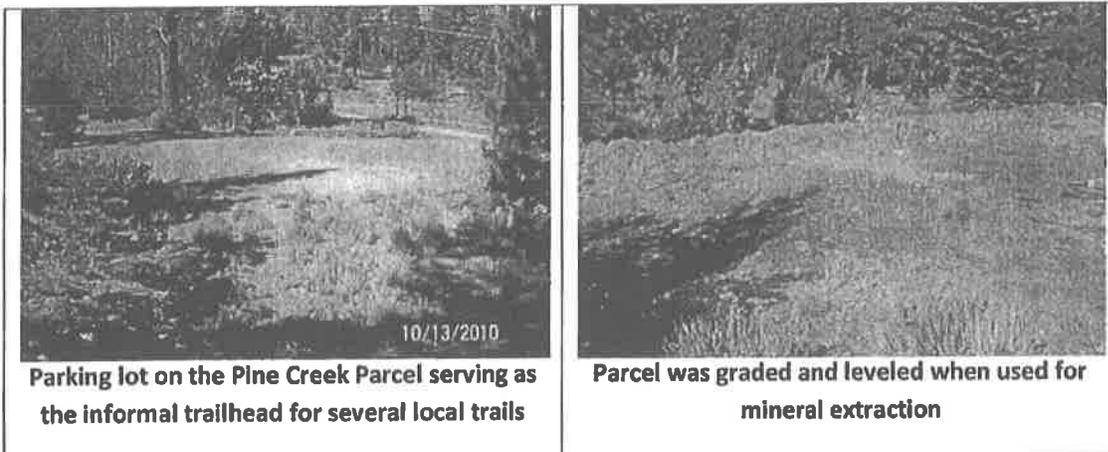
**Description:** Tungstar Millsite No. 2 and the Tungstar Millsite No. 3 designated by the Surveyor General as Survey No. 6261-B embracing a portion of Sections 4 and 9, Township 7 South, Range 30 East, M.D.M., in the County of Inyo, State of California, as described in that certain Patent from the United States of America to the Tungstar Corporation dated July 20, 1944 and recorded April 25, 1983 as Instrument #83-1639, Official Records, Inyo County.

**Location:** Pine Creek Canyon, approximately 20 miles West of Bishop in Inyo County.

### **Maps:**



### **Photographs:**



**Parking lot on the Pine Creek Parcel serving as the informal trailhead for several local trails**

**Parcel was graded and leveled when used for mineral extraction**

**Area:**

10.0 acres

**Resource Values:**

Inholding within the Inyo National Forest boundary surrounded by National Forest System lands. The parcel is currently used by hikers and equestrian users as a parking area for access to the Pine Creek, Gable Lakes and Morgan Creek Trails. The parcel contains portions of Pine Creek and Gable Creek.

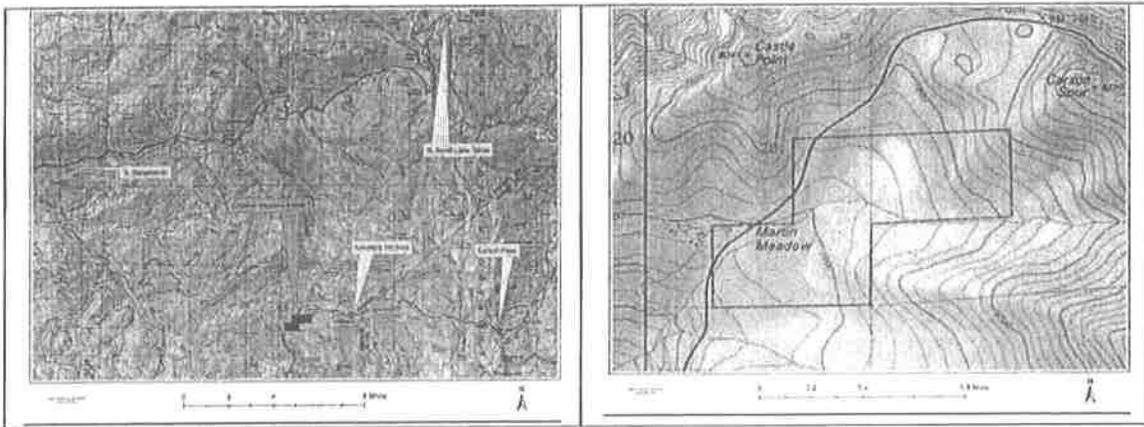
## ELDORADO NATIONAL FOREST, EL DORADO COUNTY

### Martin Meadow Parcel:

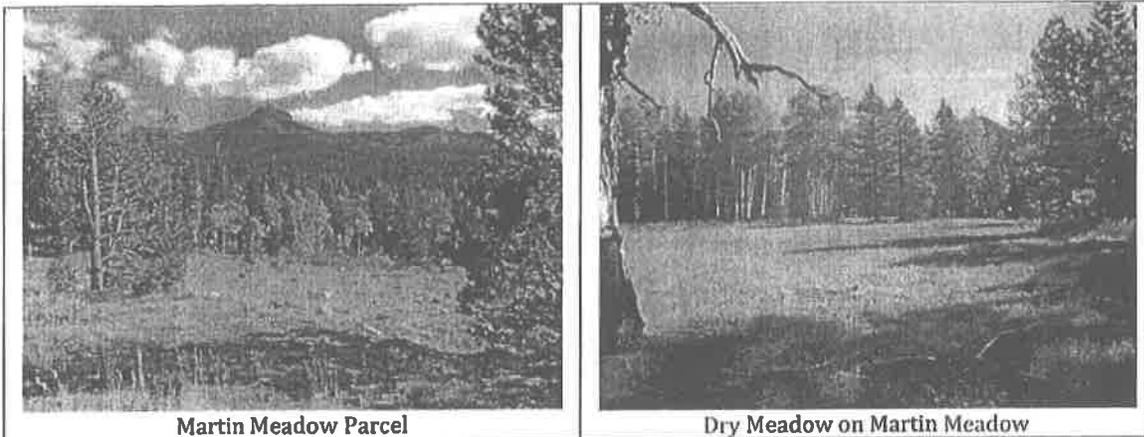
**Description:** Eldorado National Forest, T.10 N., R.17 E., Mount Diablo Meridian, Amador and El Dorado Counties, California:  
Sec. 20: E1/2SE1/4, SW1/4SE1/4  
Sec. 21: NW1/4SW1/4 (por.)  
EXCEPTING THEREFROM that portion conveyed to the State of California for Highway 88.

**Location:** California State Highway 88 between Silver Lake and Kirkwood Ski Area, El Dorado and Amador Counties, California.

### **Maps:**



### **Photographs:**



Martin Meadow Parcel

Dry Meadow on Martin Meadow



**Barn on Martin Meadow**



**Cabin on Martin Meadow**



**Stream on Martin Meadow Parcel**



**Cattle loading facility on Martin Meadow**

**Area:** 160 acres

**Resource Values:** The parcel is an inholding of private land within the Eldorado National Forest, and is surrounded by National Forest System lands. The property contains a perennial stream, wet and dry meadows, springs, and wetlands. The parcel offers outstanding public recreational values.

## **PLUMAS NATIONAL FOREST, PLUMAS COUNTY**

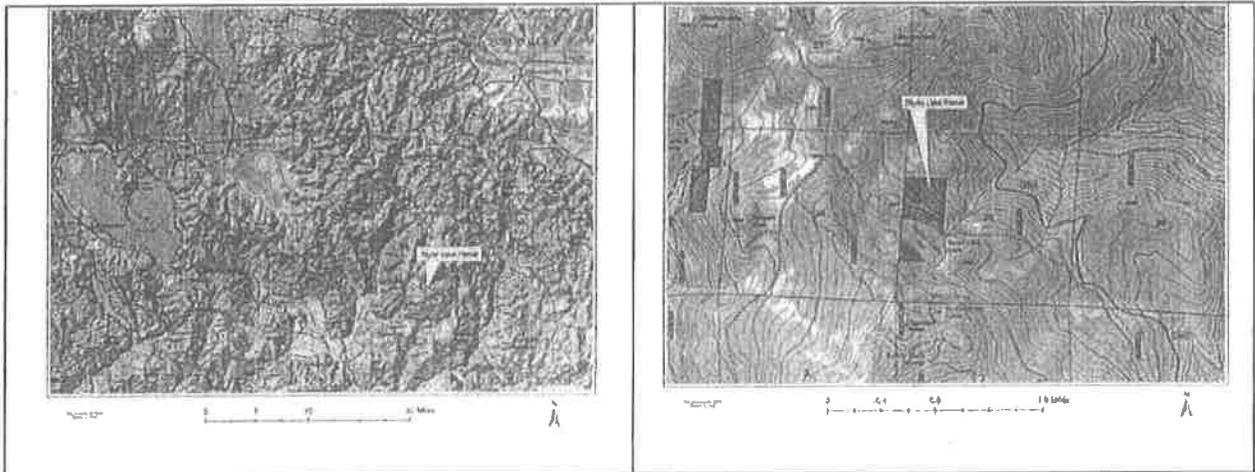
### **Taylor Lake Parcel**

**Description:** The Northwest one-quarter of the Southwest one-quarter, and the Southwest one-quarter of the Northwest one-quarter of Section 35, Township 27 North, Range 11 East, M.D.M., Plumas County, California. (APN: 007-150-001)

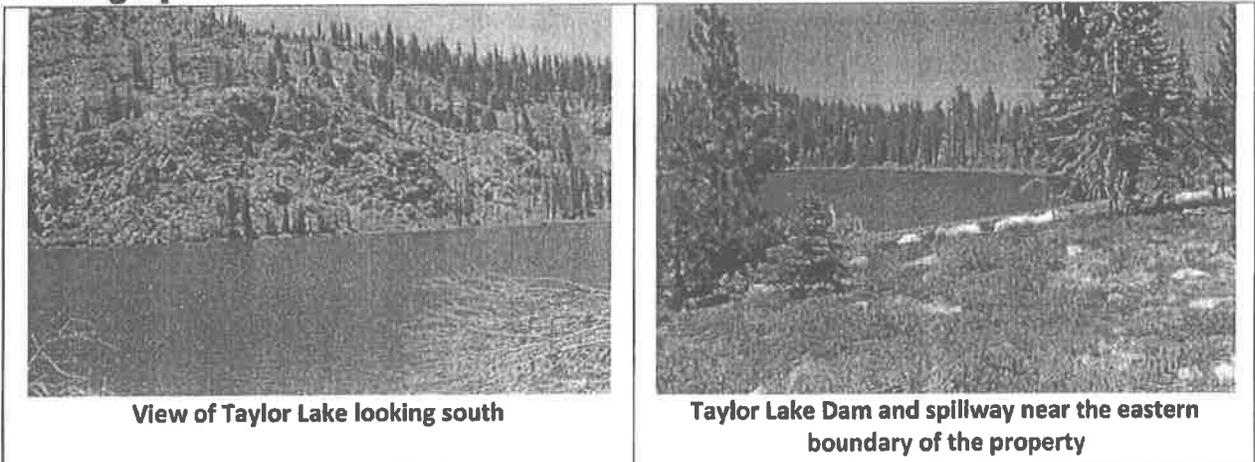
*Note: This parcel will be acquired together with the water rights currently held by the Feather River Land Trust and attached to this property.*

**Location:** Approximately 17 miles Northeast of Quincy in Plumas County.

### **Maps:**



### **Photographs:**



**View of Taylor Lake looking south**

**Taylor Lake Dam and spillway near the eastern boundary of the property**

**Area:**

80 acres

**Resource Values:**

The parcel is an inholding of private land within the Plumas National Forest, and is surrounded by National Forest System lands. The property contains a popular recreational lake, meadows, springs, and wetlands. The rights to water stored in Taylor Lake would be acquired with the parcel.

## STANISLAUS NATIONAL FOREST, TUOLUMNE COUNTY

### Clavey River Parcels

#### **Descriptions:**

**Clavey River No. 1a:** NE $\frac{1}{4}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , and SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 9, T.2 N., R.18E., M.D.M.

Excepting therefrom, that portion thereof included within a strip of land 100 feet wide, conveyed by William R. Clavey, a single person, to Pickering Lumber Company by deed dated April 15, 1927 and recorded April 16, 1927 in Volume 91, Page 547, of Deeds, Tuolumne County Records.

APN: 52-080-05

**Clavey River No. 1b:** A 100 foot strip of land being a portion of the Northwest quarter and of the Northeast quarter of the Southwest quarter, Section 9, T. 2 N., R.18 E., M.D.B.&M., as contained in deed to Pickering Lumber Company recorded April 16, 1927, in Volume 91, Page 547, Tuolumne County records.

APN: 52-080-06

**Clavey River No. 2:** W  $\frac{1}{2}$  SE  $\frac{1}{4}$  and NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 21, T. 3 N., R.18 E., M.D.M.

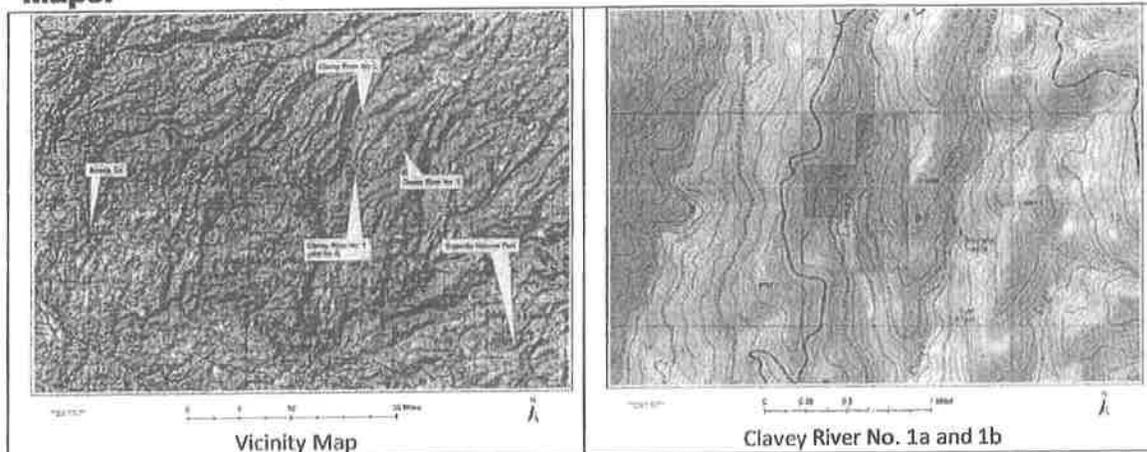
APN: 29-090-08

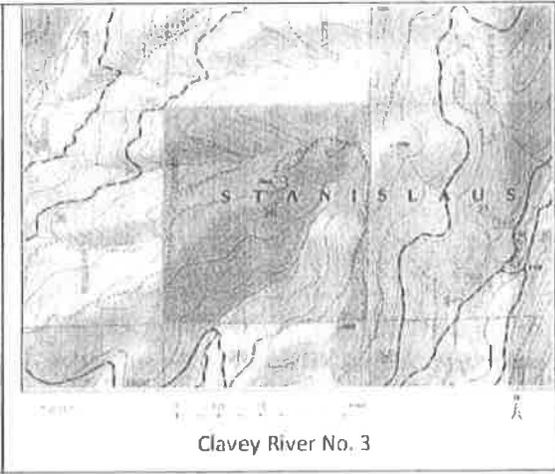
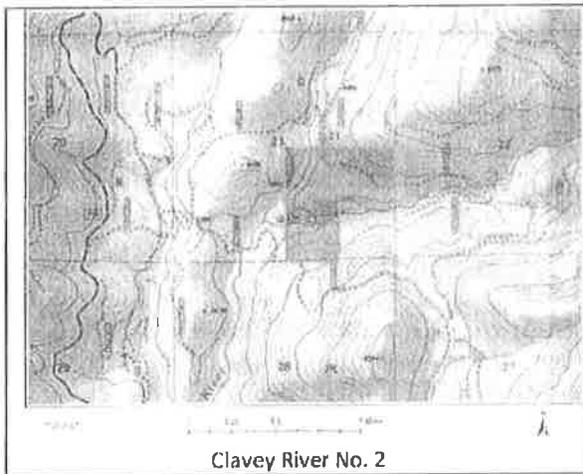
**Clavey River No. 3:** All of Section 36, T. 3 N., R.18 E., M.D.M. (Tuolumne County, California)

APN: 29-110-02

**Location:** Clavey River Basin, 23 to 28 miles Northeast of Sonora in Tuolumne County, California.

#### **Maps:**





**Photographs:**



Looney Creek on Clavey River Parcel No. 1



Clavey River flowing through Clavey River No. 2



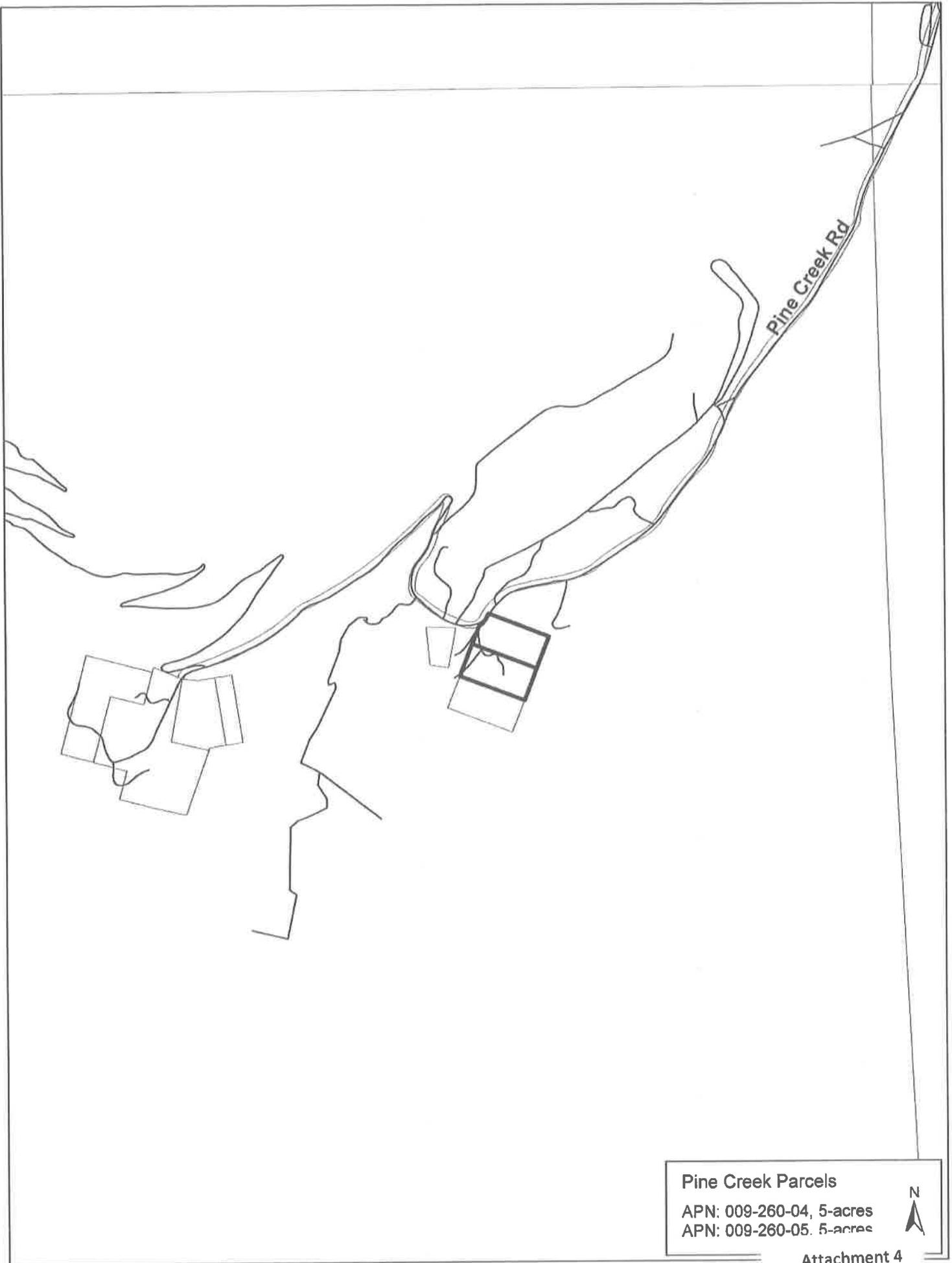
View across Clavey River No. 3 looking from southeast to northwest



Headwaters of Little Reynolds Creek on Clavey River No. 3

**Area:** Clavey River No. 1a and 1b: 160 acres  
Clavey River No. 2: 120 acres  
Clavey River No. 3: 640 acres

**Resource Values:** Inholdings within the Stanislaus National Forest boundary surrounded by National Forest System lands. Parcels contain timber lands, habitat for several protected and sensitive species of birds and animals, significant frontage on rivers and creeks, headwaters of two creeks, meadows, springs and wetlands.



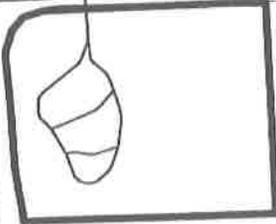
**Pine Creek Parcels**

APN: 009-260-04, 5-acres  
APN: 009-260-05, 5-acres



S Main St

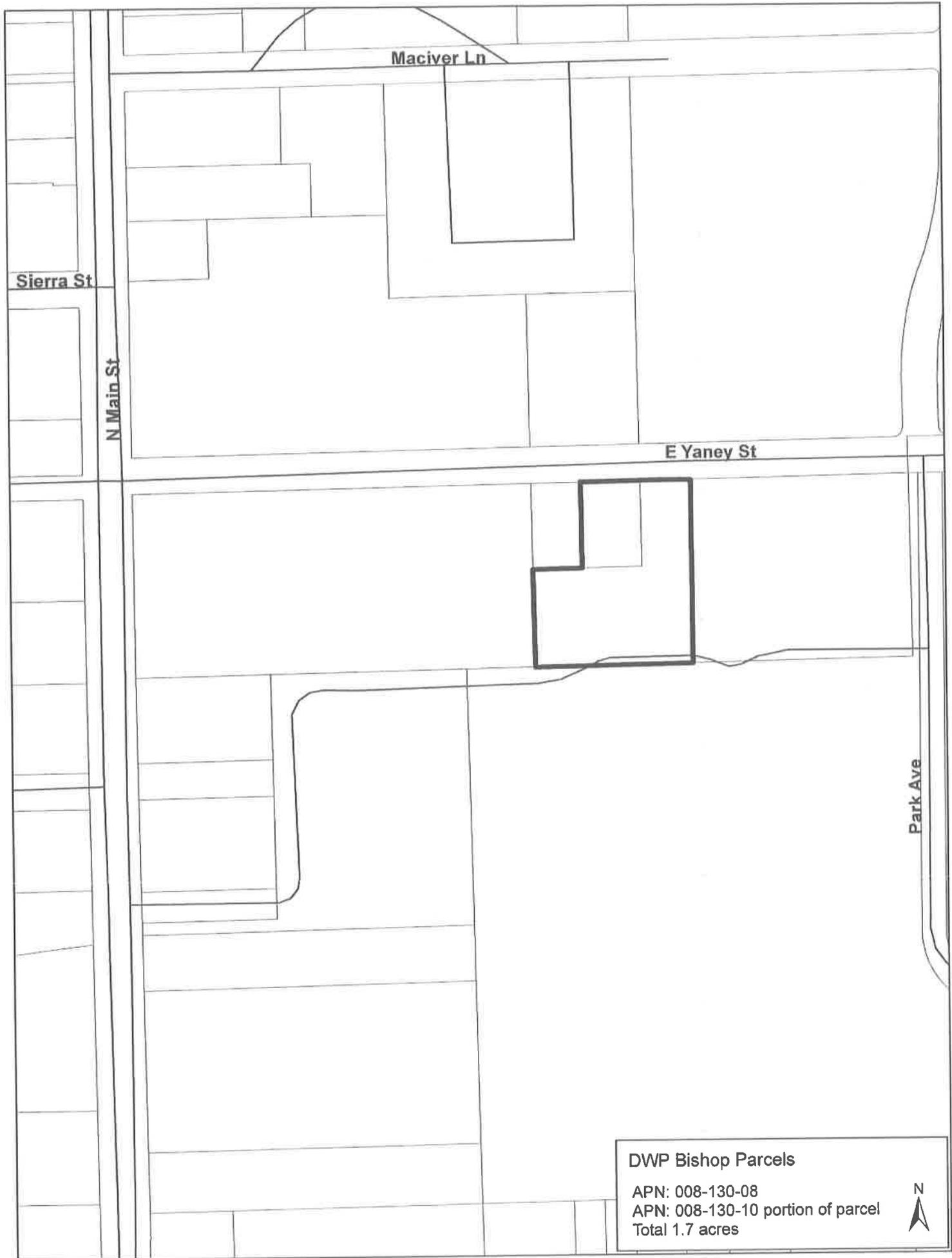
State Hwy 136



US Hwy 395

DWP Visitor Center Parcel Portion  
APN: 026-140-13  
Portion of parcel with visitor center lease





Maciver Ln

Sierra St

N Main St

E Yaney St

Park Ave

**DWP Bishop Parcels**

APN: 008-130-08  
APN: 008-130-10 portion of parcel  
Total 1.7 acres



**GOAL GOV-3: TO PROVIDE OPPORTUNITIES FOR THE PRIVATE OWNERSHIP OF LAND BY MAINTAINING AND EXPANDING, WHEN POSSIBLE, THE AMOUNT OF PRIVATELY OWNED LAND AVAILABLE IN THE COUNTY**

**Policy Gov-3.1: No Net Loss**

The County shall work with federal and state agencies, local districts, utilities (e.g., LADWP), and Native American tribes to encourage that land exchanges have a net positive impact on the County. In its evaluation, the County may consider factors such as impacts on the County's tax base and revenues, orderly community growth, future development, future revenues and/or other gains, and impacts on the environment, both natural and created.

**Policy Gov-3.2: Private Land Increase**

The County shall work with federal and state agencies, local districts, and utilities to find opportunities to expand private land ownership in the County through land transfers and other mechanisms.

**Policy Gov-3.3: Land Release Locations**

The County shall work with federal and state agencies, local districts, and utilities to target desired locations for land releases to private ownership.

**GOAL GOV-4: LAND DISPOSITION, ACQUISITION AND USE POLICIES.**

**Policy Gov-4.1: Federal Land Dispositions and Acquisitions**

It is the policy of the Board that the design and development of all federal and state land dispositions and acquisitions, including land adjustments and exchanges, be carried out to the benefit of the citizens of the planning area to ensure the following.

- a. That the County property tax base shall be maintained unless the Board determines there is an overriding benefit to the County.
- b. That the private property interests including, but not limited to, land patents, drilling rights, mining claims, easements, rights-of-way and forage rights are protected and enhanced.
- c. That residents within the planning area shall suffer no adverse aggregate economic impacts.
- d. That incentives be developed to provide an increase in local economic development by increasing, where possible, the amount of private and non-federal and non-state land within the planning area.
- e. That private use of federal and/or state controlled land within the planning area be increased in order to enhance opportunities for local economic development.
- f. That federal and/or state land agencies are discouraged from acquiring any

private lands or rights in private lands within the planning area without first coordinating with the County.

g. That federally and/or state managed lands that are difficult to manage or which lie in isolated tracts, or that could contribute to orderly expansion of existing communities should be considered for exchange or sale to private ownership.

h. That the County be notified of, consulted about, and otherwise involved in all federal and state land adjustments in the planning area. The Board may review all proposed changes to determine if the proposals are in the best interest of the County.

i. The Board may review and make recommendations on proposed public land withdrawals for hazardous and non-hazardous waste storage as well as the types of such waste.

j. That before federal and state agencies change land uses, impact studies on land uses are conducted at the expense of the agency proposing the change and necessary mitigation measures adopted in coordination with the County. Impact studies should address community stability, local custom and culture, flood prone areas, access, or any other issue identified as a concern to the County.

k. Due to the extensive state and federal ownership in the County, it is noted that the management of these areas should include: provision for continued and improved access through and within the County; continued provision of public recreational facilities and access; multi-use management where applicable; and interconnection or coordination of state, federal, and local facilities and programs when possible.

112TH CONGRESS  
1ST SESSION

# H. R. 2157

To facilitate a land exchange involving certain National Forest System lands in the Inyo National Forest, and for other purposes.

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## IN THE HOUSE OF REPRESENTATIVES

JUNE 13, 2011

Mr. MCKEON introduced the following bill; which was referred to the Committee on Natural Resources

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## A BILL

To facilitate a land exchange involving certain National Forest System lands in the Inyo National Forest, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SPECIAL RULES FOR INYO NATIONAL FOREST**

4 **LAND EXCHANGE.**

5 (a) **AUTHORITY TO ACCEPT LANDS OUTSIDE**  
6 **BOUNDARIES OF INYO NATIONAL FOREST.**—In any land  
7 exchange involving the conveyance of certain National  
8 Forest System land located within the boundaries of Inyo  
9 National Forest in California, as shown on the map titled  
10 “Federal Parcel” and dated June 2011, the Secretary of

1 Agriculture may accept for acquisition in the exchange  
2 certain non-Federal lands in California lying outside the  
3 boundaries of Inyo National Forest, as shown on the maps  
4 titled "DWP Parcel – Interagency Visitor Center Parcel"  
5 and "DWP Parcel – Town of Bishop Parcel" and dated  
6 June 2011, if the Secretary determines that acquisition  
7 of the non-Federal lands is desirable for National Forest  
8 System purposes.

9 (b) CASH EQUALIZATION PAYMENT; USE.—In an ex-  
10 change described in subsection (a), the Secretary of Agri-  
11 culture may accept a cash equalization payment in excess  
12 of 25 percent. Any such cash equalization payment shall  
13 be deposited into the account in the Treasury of the  
14 United States established by Public Law 90–171 (com-  
15 monly known as the Sisk Act; 16 U.S.C. 484a) and shall  
16 be made available to the Secretary for the acquisition of  
17 land for addition to the National Forest System.

18 (c) RULE OF CONSTRUCTION.—Nothing in this sec-  
19 tion shall be construed to grant the Secretary of Agri-  
20 culture new land exchange authority. This section modifies  
21 the use of land exchange authorities already available to  
22 the Secretary as of the date of the enactment of this Act.

○



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

23

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

**FROM:** Kevin Carunchio, Clerk of the Board, County Administrator  
Darcy Ellis, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** September 13, 2016

**SUBJECT:** Approval of Board of Supervisors meeting minutes

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the minutes of the regular Board of Supervisors meeting of August 9, 2016.

**SUMMARY DISCUSSION:** N/A

**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><br><br>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><br><br>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><br><br>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**  
 24

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

**FROM:** Death Valley National Park

**FOR THE BOARD MEETING OF:** September 13, 2016

**SUBJECT:** Death Valley National Park Superintendent's Report

**RECOMMENDATION:** Receive a presentation from the Death Valley National Park Superintendent regarding current developments, issues, and other relevant topics.

**SUMMARY DISCUSSION:** Death Valley National Park Superintendent Mike Reynolds will update the Board on current developments, issues, and other relevant Park topics.

**OTHER AGENCY INVOLVEMENT:** DVNP, and perhaps others.

**FINANCING:** Resources from the general fund are generally utilized to monitor federal activities.

| <b><u>APPROVALS</u></b> |  |
|-------------------------|--|
| 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: 9/6/16



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
25

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

**FROM:** Planning Department

**FOR THE BOARD MEETING OF:** September 13, 2016

**SUBJECT:** Death Valley National Park's Draft Foundation Document Core Components

**RECOMMENDATION:** Review Death Valley National Park's Draft Foundation Document Core Components and draft correspondence in regards thereto, and authorize the Chair to sign.

**SUMMARY DISCUSSION:** Death Valley National Park (DVNP) is preparing a Foundation Document to provide basic guidance for future planning and management decisions. According to DVNP staff, core components of a foundation document include a brief description of the park, the Park's purpose, significance statements, fundamental resources and values, and interpretive themes. DVNP staff transmitted the attached "Core Components" of the Draft Foundation Document to County staff on September 1, and requested feedback by September 15. DVNP staff indicates that if changes prove necessary, they will be included in the Final Foundation Document to be transmitted the Regional National Park Service Director for approval. Due to the short time frame to provide comments, County staff intends to submit the draft County correspondence under separate cover.

**ALTERNATIVES:** The Board could not submit correspondence, or direct changes to the correspondence.

**OTHER AGENCY INVOLVEMENT:** DVNP, and perhaps others through implementation.

**FINANCING:** Resources from the general fund are generally utilized to monitor federal planning activities.

| <b><u>APPROVALS</u></b> |  |
|-------------------------|--|
| 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)

A handwritten signature in blue ink, appearing to read "Joshua Hart", written over a horizontal line.

Date: 9/5/16

Attachments: Draft Foundation Document Core Components

# Death Valley National Park

Draft Foundation Document Core Components, August 2016

## INTRODUCTION

Every unit of the national park system will have a foundational document to provide basic guidance for future planning and management decisions—a foundation for planning and management. Core components of a foundation document include a brief description of the park, park purpose, significance statements, fundamental resources and values, and interpretive themes. These components are core because they typically do not change over time. Core components are expected to be used in future planning and management efforts.

## BRIEF DESCRIPTION OF THE PARK

Death Valley National Monument was established by presidential proclamation under the 1906 Antiquities Act, on February 11, 1933. The original monument contained approximately 1,601,800 acres. Supplemental proclamations in March 1937 and January 1952 increased the monument's acreage to 2,086,530 acres. The monument was subsequently enlarged and changed to Death Valley National Park by congressional action on October 31, 1994, with the passage of the California Desert Protection Act. Approximately 1.3 million acres of new lands were added, bringing the total acreage of the new park to about 3,399,470 acres. Nearly 92% of the park was designated as wilderness by that same act. Death Valley National Park is the largest national park unit in the contiguous 48 states. The park spans four counties across the states of Nevada and California. Although 95% of the park lies in California's Inyo and San Bernardino Counties, more than 100,000 acres lie in the Nevada counties of Nye and Esmeralda. California State Route 190 crosses the park east to west.

The park includes all of Death Valley, a 156-mile-long north/south-trending trough that formed between two major block-faulted mountain ranges: the Amargosa Range on the east and the Panamint Range on the west. Telescope Peak, the highest peak in the park and in the Panamint Mountains, rises 11,049 feet above sea level and lies only 15 miles from the lowest point in the United States in the Badwater Basin salt pan, 282 feet below sea level. The California Desert Protection Act added most of the Saline, Eureka, northern Panamint, and Greenwater Valleys to the park.

Death Valley National Park includes the lowest point in North America and one of the hottest places on Earth. It is also a vast geological museum, containing examples of most of Earth's geological eras. Plant and animal species, some of which occur nowhere else in the world, have adapted to the harsh desert environment. The diversity of Death Valley's plant and wildlife communities results partially from the region's location in the Mojave Desert, a zone of tension and overlap between the Great Basin Desert to the north and the Sonoran Desert to the south, as well as the great range of elevations found within the park. Humans have adjusted to these severe conditions as evidenced by extensive prehistoric archeological sites; historical sites related to successive waves of prospectors, miners, and homesteaders; the recent resort developments and mines; and the present-day residence of the Timbisha Shoshone.

Perhaps the park's greatest assets today are the scenic views, vast open spaces that stretch toward distant horizons, and the overwhelming silence. More than 1.2 million people per year come to Death Valley National Park to experience the stark and lonely vastness of the valley; dark night sky viewing; the panorama of rugged canyons and mountains; the pleasures of the dry, moderate winter climate; the challenge of the hot, arid summer; the elevation of the cooler mountains; and the reminders of frontier and American Indian lifeways.

## PARK PURPOSE

The purpose statement identifies the specific reason(s) for establishment of a particular park. The purpose statement for Death Valley National Park was drafted through a careful analysis of its enabling legislation and the legislative history that influenced its development. The park was established as Death Valley National Monument by presidential proclamation on February 11, 1933 (see appendix A for enabling legislation and selected legislative acts). The monument became Death Valley National Park on October 31, 1994, through an act of Congress. The purpose statement lays the foundation for understanding what is most important about the park.

*The purpose of Death Valley National Park, homeland of the Timbisha Shoshone, is to preserve natural and cultural resources, exceptional wilderness, scenery, and learning experiences within the nation's largest conserved desert landscape and some of the most extreme climate and topographic conditions on the planet.*

## PARK SIGNIFICANCE

Significance statements express why a park's resources and values are important enough to merit designation as a unit of the national park system. These statements are linked to the purpose of Death Valley National Park, and are supported by data, research, and consensus. Statements of significance describe the distinctive nature of the park and why an area is important within a global, national, regional, and systemwide context. They focus on the most important resources and values that will assist in park planning and management.

The following significance statements have been identified for Death Valley National Park. (Please note that the sequence of the statements does not reflect the level of significance.)

1. Death Valley National Park is known for its climatic and topographic extremes, including the highest scientifically recorded temperatures in the world, the least precipitation in the United States, and more than 11,000 feet of vertical relief from Telescope Peak (11,049 feet) to Badwater Basin (282 feet below sea level), the lowest point in North America. These extremes collectively result in exceptional biodiversity and a wide range of resilient desert ecosystems.
2. More than 91% of Death Valley National Park's 3.4 million acres is designated wilderness that protects intact desert ecosystems and provides extensive backcountry opportunities for solitude and primitive adventures in the largest designated wilderness area outside of Alaska.
3. Due to its size, extreme topography, and remoteness, Death Valley National Park provides outstanding opportunities for visitors to experience expansive scenic views, natural quiet, and some of the darkest night skies in the United States. The park has been recognized by the International Dark-Sky Association as a Gold Tier Dark Sky Park.
4. From time immemorial, the area that now includes Death Valley National Park has been the homeland of Timbisha Shoshone. The tribe continues to shape the history, culture, and ecology of their ancestral homeland in partnership with the park.
5. Death Valley National Park is home to the critically endangered Devils Hole pupfish. This iconic species was the subject of a controversial landmark Supreme Court decision that first recognized that beneficial use of water could include ecosystem protection and protection of an endangered species. The park's water rights are critical to the survival and continued flow of the springs and seeps in the park.

6. The park's archeological sites, ethnographic resources, historic structures, and museum collections represent more than 10,000 years of human life in the extreme Death Valley environment and provide insight into human adaptation in the face of challenging conditions and its lasting impact on the desert landscape.
7. Death Valley National Park contains an extraordinary and dynamic collection of exposed landforms and other geologic features that reveal the region's continuous geologic record from more than 1.7 billion years ago to the recent past, including Ubehebe Crater and other volcanic craters, cinder fields, Basin and Range topography, and the Eureka Dunes, the tallest sand dunes in California.

## FUNDAMENTAL RESOURCES AND VALUES

Fundamental resources and values (FRVs) are those features, systems, processes, experiences, stories, scenes, sounds, smells, or other attributes determined to warrant primary consideration during planning and management processes because they are essential to achieving the purpose of the park and maintaining its significance. Fundamental resources and values are closely related to a park's legislative purpose and are more specific than significance statements.

Fundamental resources and values help focus planning and management efforts on what is truly significant about the park. One of the most important responsibilities of NPS managers is to ensure the conservation and public enjoyment of those qualities that are essential (fundamental) to achieving the purpose of the park and maintaining its significance. If fundamental resources and values are allowed to deteriorate, the park purpose and/or significance could be jeopardized.

The following fundamental resources and values have been identified for Death Valley National Park:

- **Geology and Geologic Processes.** The wide variety of landforms and geologic features in the park result from complex, active geologic processes that continue to occur over time, including flash floods, debris flows, sand dune formation, and active faults. These geologic processes, and the features and landforms that result from them, shed light on past, present, and potential future geologic activity in the region. The exposed, unvegetated nature of these landforms and features also helps visitors see and better understand the effects of large-scale geologic processes.
- **Hydrologic Processes.** Water from a complex regional carbonate aquifer flows to the surface in Death Valley. Despite receiving an average of less than 2 inches of rain per year on the valley floor, the park is home to approximately 1,000 springs, lush oases, seeps, and streams. The presence of the aquifer and these related hydrological features in such a hot, arid place makes these water resources extremely valuable and sensitive. The evaporation rate in the desert basins of the park is roughly 200 times greater than the rate of precipitation.
- **Endemic Species and Biodiversity.** The nearly 11,500 feet of vertical elevation in Death Valley National Park from the desert floor to alpine mountains results in a continuum of varied ecosystems and remarkable biodiversity. This diverse natural system in the park is home to intact populations of native plants and animals, including many species that are endemic to the park.
- **Land with Wilderness Character.** More than 91% of the park is congressionally designated wilderness, and additional nondesignated backcountry areas possess many of

the qualities of wilderness character. These lands provide both easily accessed and also more challenging wilderness experiences for park visitors in a wide variety of desert and mountain landscapes with abundant opportunities for unconfined recreation and solitude.

- **Opportunities to Experience Scenic Views, Dark Night Skies, and Natural Soundscapes.** The varied topography, geologic features, wide-open expanses, and air quality in the park allow visitors to see great distances and enjoy panoramic views of a colorful, undeveloped landscape. Low amounts of artificial lighting and development inside and outside the park also enhance the visitor experience of naturally dark night skies and star gazing. Given the park's remote location, size, and dispersed visitation, visitors can also enjoy plentiful opportunities for natural quiet.
- **Enduring Legacy of Human Interaction with the Landscape.** Death Valley National Park's cultural resources tell the story of the continuity of human life in an extreme desert environment. Researchers estimate there are more than 90,000 cultural resources that document the evolution of human interaction, from prehistoric campsites and resource use areas, to historic mining, to the traditional practices of the Timbisha Shoshone that continue today. Historical resources related to early Spanish and American exploration, transportation arteries, the ranching-grazing industry, mining operations and settlements, recreation and early park development, and continuing lifeways of the Timbisha Shoshone, dot the landscape and contribute to more than 20 identified cultural landscapes. The large, diverse park museum collection includes historical objects, archival documents, ethnographic materials, biological specimens, geological samples, and archeological artifacts, all of which help illustrate how people have survived and thrived in one of the world's harshest environments for more than 10,000 years.
- **Death Valley Scotty Historic District.** Death Valley Scotty Historic District, which includes Scotty's Castle (Death Valley Ranch), outbuildings, decorative arts and furnishings, and a designed desert landscape, is significant in the fields of 20th century architecture, folklore, social history, art, and invention. The Scotty's Castle complex serves as a reminder of the excesses of mining promotion during the early 20th century, the frontier romanticism connected with it, and the conspicuous consumption practiced by the wealthy during the 1920s.

## INTERPRETIVE THEMES

Interpretive themes are often described as the key stories or concepts that visitors should understand after visiting a park—they define the most important ideas or concepts communicated to visitors about a park unit. Themes are derived from, and should reflect, park purpose, significance, resources, and values. The set of interpretive themes is complete when it provides the structure necessary for park staff to develop opportunities for visitors to explore and relate to all park significance statements and fundamental resources and values.

Interpretive themes are an organizational tool that reveal and clarify meaning, concepts, contexts, and values represented by park resources. Sound themes are accurate and reflect current scholarship and science. They encourage exploration of the context in which events or natural processes occurred and the effects of those events and processes. Interpretive themes go beyond a mere description of the event or process to foster multiple opportunities to experience and consider the park and its resources. These themes help explain why a park story is relevant to people who may otherwise be unaware of connections they have to an event, time, or place associated with the park.

The following interpretive themes have been identified for Death Valley National Park:

- Complex and varied microhabitats from Badwater Basin to Telescope Peak, created by the interplay of weather and water, support a surprisingly rich array of plant and animal life, from familiar iconic desert species to lesser known flora and fauna.
- The dramatic landscape of Death Valley includes features such as cinder cones, lava beds, sand dunes, mesas, and alluvial fans, all of which help us understand the dynamic geologic forces that continue to change this landscape and shape our entire planet.
- Park boundaries do not protect diverse and delicate ecosystems from the effects of climate change, air pollution, development, and other human activities. Park managers continuously balance preservation and use.
- Resourceful people have visited, lived, and even thrived in this area for more than 10,000 years. Timbisha Shoshone and other American Indians, pioneers, miners, ranchers, and tourists, all have left their mark on this land.
- In contrast to the built environment, the vast expanse of designated wilderness in the park provides increasingly rare opportunities to experience primitive and unconfined recreational activities, solitude, natural soundscapes, untouched vistas, and dark night skies.