

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings exclusively online. Board Members and Staff will participate via Zoom videoconference from individual, separate locations. The videoconference is accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

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

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

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

July 28, 2020 - 8:30 AM

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

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** Initiation of litigation pursuant to § 54956.9(c): (1 case)

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

- 9 A.M.
3. **PLEDGE OF ALLEGIANCE**
 4. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
 5. **PUBLIC COMMENT**
 6. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

7. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

8. **County Administrator - Recycling & Waste Management** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Equipment Operator position exists in the Recycling and Waste Management budget, as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) the vacancy can be filled by internal candidates meeting the qualifications for the position; C) approve the internal recruitment and hiring of one (1) full-time Equipment Operator I, Range 58 (\$3,583 - \$4,359); and D) authorize the department to backfill the resulting vacancy.
9. **Health & Human Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician III exists in the Behavioral Health and Drinking Driver Program budgets (no County General Funds), as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) the vacancies can be filled by internal candidates meeting the qualifications for the positions; C) approve the internal recruitment and hiring of one (1) Office Technician III at Range 63 (\$4,023 - \$4,895); and D) authorize HHS to backfill the resulting vacancy.
10. **Health & Human Services - Social Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Human Services Supervisor in the Children's Social Services Program exists in the non-General Fund Social Services budget, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) the vacancies can be filled by internal candidates meeting the qualifications for the positions; C) approve the internal recruitment and hiring of one (1) Human Services Supervisor at Range 70 (\$4,753 - \$5,781); and D) authorize HHS to backfill the resulting vacancy.

CONSENT AGENDA (Approval recommended by the County Administrator)

11. **Clerk of the Board** - Request Board appoint Aaron Steinwand to an unexpired four-year term on the Bishop Rural Fire Protection District Board of Directors, ending June 30, 2024.
12. **County Administrator - Information Services** - Request Board authorize the annual payment for the agreement between Superior LLC and the County of Inyo for cash receipting maintenance and OS Support Maintenance for the ONESolution Enterprise Finance and Accounting System, in an amount not exceed \$43,501.94 for the period of July 1, 2020 through June 30, 2021.
13. **County Administrator - Risk Management** - Request Board approve the payment of 2020-2021 California State Association of Counties (CSAC) dues in the amount of \$13,411, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget.

14. **Health & Human Services** - Request your Board authorize the issuance of a blanket purchase order payable to Pitney Bowes in the amount of \$15,000 for postage in the Social Services Programs for Fiscal Year 2020-2021, contingent upon the Board's adoption of the FY 20-21 Budget.
15. **Public Works** - Request Board approve Amendment 5 to the agreement between the County of Inyo and Wadell Engineering Corporation (WEC) of Burlingame, CA increasing the contract to an amount not to exceed \$1,055,085.00, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

16. **Auditor/Controller** - Request Board approve and award the contract for audit services for the County of Inyo to Price Paige & Company of Clovis, CA in an amount not to exceed \$361,105.00 for a contract term of July 30, 2020 through June 30, 2025, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. **Sheriff** - Request Board: A) declare American Security Group of Vista, CA a sole-source provider of maintenance of security surveillance system equipment; B) ratify and approve payment to American Security Group of Vista, CA in the amount of \$12,344.00 for annual maintenance for the period of July 1, 2020 through June 30, 2021, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget; and C) authorize the Sheriff or his designee to sign, contingent upon all appropriate signatures being obtained.
18. **Health & Human Services** - Request Board approve a Memorandum of Understanding with the Eastern Sierra Continuum of Care (COC) to supplement Project Roomkey funding used to provide opportunities for social distancing, isolation, quarantine, and hygiene facilities for the homeless population, and authorize the HHS Director to sign.
19. **Health & Human Services - First 5** - Request Board ratify and approve the Grant Agreement Number IMPACT 2020 – 14 between the County of Inyo and First 5 California of Sacramento, CA for the provision of Quality Counts California early learning and care programs in an amount not to exceed \$209,774 for the period of July 1, 2020 through June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.
20. **Public Works** - Request Board ratify and approve the agreement between the County of Inyo and D.N.S Solutions Inc. of Tarzana, CA for the provision of COVID-19 Janitorial and Cleaning Maintenance Services in the amount of \$31,652.83 for the period of July 1, 2020 through December 31, 2020, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
21. **Public Works** - Request Board: A) review the emergency action approved at the July 7, 2020 meeting in regards to the repaving of Birchim Lane; and B) determine that there is a need to continue the emergency action in accordance with Public Contract Code Section 22050 (*4/5ths vote required*).

22. **County Administrator - Information Services** - Request Board ratify and approve purchases for the Fiscal Year 2020-2021 from Strictly Technology, Inc of Ft. Lauderdale, FL in the amount of \$35,518.65, which includes \$11,518.65 for purchases in July 2020, and a blanket purchase order request in the amount of \$24,000.00 to cover expected purchases for the remainder of the fiscal year.
23. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of July 14, 2020, and the special Board of Supervisors meetings of July 21, 2020 and July 23, 2020.

TIMED ITEMS (Items will not be considered before scheduled time but may be considered any time after the scheduled time.)

24. **11:30 A.M. - AG COMMISSIONER - Owens Valley Mosquito Abatement** - Request Board: A) hold a public hearing for the proposed continuation of the assessments for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment" in order to receive any public input on the proposed continuation of the assessments, the proposed assessment budget for Fiscal Year 2020-2021 and the services and programs, the assessments fund, and any other issues related to the assessments; and B) adopt a proposed resolution approving the Engineer's Report, and confirming the diagram and assessments for Fiscal Year 2020-2021 for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment."

CORRESPONDENCE - ACTION

25. **City of Bishop** - Per Bishop City Council Resolution No. 2020-23, request Board authorize consolidation of the Bishop Municipal Election with the Statewide General Election scheduled on Tuesday, November 3, 2020 for the election of a Transactions and Use tax measure titled, "Community Safety and Essential Services."

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

26. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

27. **Inyo County Sheriff** - Annual Sheriff's Special Appropriations Report
28. **Inyo County Treasurer-Tax Collector** - Treasury Status Report for the Quarter Ending June 30, 2020.
29. **California Fish and Game Commission** - Notice of proposed regulatory action relative to amending sections 3.00, 4.00, 5.00, 5.41, 5.85, 7.00, 7.50, 8.10, and adding sections 5.84, 5.89, 7.40, Title 14, California Code of Regulations, relating to Simplification of Statewide Inland Sport Fishing Regulations.



County of Inyo



County Administrator - Recycling & Waste Management

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Leslie Chapman

SUBJECT: Authorize Personnel to fill one vacant Equipment Operator I position.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Equipment Operator position exists in the Recycling and Waste Management budget, as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) the vacancy can be filled by internal candidates meeting the qualifications for the position; C) approve the internal recruitment and hiring of one (1) full-time Equipment Operator I, Range 58 (\$3,583 - \$4,359); and D) authorize the department to backfill the resulting vacancy.

SUMMARY/JUSTIFICATION:

The FY 2019-2020 Manpower Report (approved by your Board as part of the FY 2019-2020 County Budget) identifies the landfill Equipment Operator I position (Range 58) as being assigned to the County's Recycling and Waste Management program to provide necessary operations of heavy equipment at the landfill, and to drive trucks on the highway to transport solid waste and recycling/diversion materials. This position is critical to the operation of the County landfills.

The Independence/Lone Pine Equipment Operator II position recently became vacant.

Staff recommends filling of the Equipment Operator I position, Range 58 (\$3,376 - \$4,108) through an internal recruitment to work at the Independence and Lone Pine Landfill.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize filling the vacant position; however, this is not recommended, as the

functionality of the Recycling and Waste Management programs will suffer. When a Equipment Operator I position is vacant the other Equipment Operators must work overtime, or the duties must be performed by an outside source.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for this position is included in the FY 2020-2021 Solid Waste Budget.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 5/29/2020
Darcy Ellis	Approved - 5/29/2020
Sue Dishion	Approved - 7/14/2020
Amy Shepherd	Approved - 7/14/2020
Leslie Chapman	Final Approval - 7/15/2020



County of Inyo



Health & Human Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Lucy Vincent

SUBJECT: Request authorization to hire one full time Office Technician III in the HHS Behavioral Health Division.

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician III exists in the Behavioral Health and Drinking Driver Program budgets (no County General Funds), as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) the vacancies can be filled by internal candidates meeting the qualifications for the positions; C) approve the internal recruitment and hiring of one (1) Office Technician III at Range 63 (\$4,023 - \$4,895); and D) authorize HHS to backfill the resulting vacancy.

SUMMARY/JUSTIFICATION:

A full-time Office Technician III position in the Behavioral Health Division is vacant as an employee has accepted a promotional opportunity within the Department. The vacancy has occurred in our HHS Grove Street building. This position functions as the building and officer supervisor for the Grove Street Office. In the role of building supervisor, the Office Technician III interfaces with the landlord as well as with Public Works, Information Systems and the fiscal division to make sure that employees have a safe work environment and have the tools that they need to accomplish their work. The position also provides supervision and oversight of the three Office Clerk IIIs, or front office, positions. This team provides reception and linkage for the entire Grove Street Office which includes Behavioral Health, Child Welfare, Adult Protective Services, IHSS, F.I.R.S.T. and Public Guardian/Public Administrator services. As such, it is a busy office with a high volume of direct client services and access to Behavioral Health as the MediCal Specialty Mental Health Plan as well as the Drug MediCal plan. The front office team ensures that consumers, partners and the public are welcomed and supported as they come into the office or are on the phone. This is often the first point of contact to engage persons in services. This position provides oversight not only front office, but also provides assistance with admissions and maintenance of the electronic health records. In addition, this position ensures clerical support for the tele-psychiatry services and the coordination of services for clients who receive medication services. During this period of COVID, the Office Technician III assisted staff to function remotely from home and helped to problem solve around technology needs and challenges. The Grove Street front office staff have also continued to provide coverage of the office, including several days per week in person, to ensure that services continued for our vulnerable population and that urgent and crisis services are accessible. The Office Technician III is a much needed supervisory position, not only during our current circumstances, but also as we address the logistics and coordination needed as we move into a consolidated building. The Department respectfully requests permission

to recruit and hire to fill this vacancy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to allow Behavioral Health to hire this position. This would seriously impact our ability to provide consumer and staff support at all levels.

OTHER AGENCY INVOLVEMENT:

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, schools, primary health, and law enforcement, in addition to most other HHS divisions.

FINANCING:

State and Federal funding, along with Behavioral Health and Social Services Realignment funds. This position is budgeted 85% in Mental Health (045200); 10% in Social Services (055800) and 5% in DDP (045312); in the salaries and benefits object codes. No County General Funds.

ATTACHMENTS:

APPROVALS:

Lucy Vincent	Created/Initiated - 6/29/2020
Darcy Ellis	Approved - 6/30/2020
Lucy Vincent	Approved - 7/10/2020
Marilyn Mann	Approved - 7/10/2020
Meaghan McCamman	Approved - 7/10/2020
Melissa Best-Baker	Approved - 7/10/2020
Sue Dishion	Approved - 7/22/2020
Amy Shepherd	Approved - 7/22/2020
Rhiannon Baker	Approved - 7/22/2020
Marilyn Mann	Final Approval - 7/22/2020



County of Inyo



Health & Human Services - Social Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Keri Oney

SUBJECT: Request to hire a Human Services Supervisor in the Health and Human Services' Children's Social Services Program

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Human Services Supervisor in the Children's Social Services Program exists in the non-General Fund Social Services budget, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) the vacancies can be filled by internal candidates meeting the qualifications for the positions; C) approve the internal recruitment and hiring of one (1) Human Services Supervisor at Range 70 (\$4,753 - \$5,781); and D) authorize HHS to backfill the resulting vacancy.

SUMMARY/JUSTIFICATION:

The Human Services Supervisor position in the Children's Social Services Program was recently vacated, as a result of an employee's resignation. The Human Services Supervisor is responsible for providing supervisory oversight to support staff in the Children's Services Program as well as supporting staff in the Resource Family Approval program. This position also works in coordination with the Department's Management Analyst and is responsible for extracting data from the state automation systems in Child Welfare for client outcome and staff productivity analysis. The Human Services Supervisor oversees the support activities across the program including, but not limited to, entry of case notes and case management activities in the respective state automated case management systems; ensuring timely and accurate reporting to state departments; coordinating client transportation, visitation monitoring, and other case-related activities; providing technical support to staff in regards to the data management systems; and acting as the custodian of records for the Department of Justice results received by the Department.

The Department is respectfully requesting your Board authorize the hiring of a full-time Human Services Supervisor in the Children's Social Services Program.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to fill the position, which would result in the HHS Deputy Director of Aging and

Social Services assuming the many duties of the position as well as the supervision functions.

OTHER AGENCY INVOLVEMENT:

California Department of Social Services, Office of the Attorney General - Department of Justice.

FINANCING:

Federal and State funds and Social Services Realignment. This position is budgeted 100% in Social Services (055800) in the Salaries and Benefits object codes. No County General funds.

ATTACHMENTS:

APPROVALS:

Keri Oney	Created/Initiated - 7/16/2020
Darcy Ellis	Approved - 7/16/2020
Marilyn Mann	Approved - 7/16/2020
Melissa Best-Baker	Approved - 7/16/2020
Sue Dishion	Approved - 7/22/2020
Amy Shepherd	Approved - 7/22/2020
Marilyn Mann	Final Approval - 7/22/2020



County of Inyo

Clerk of the Board

CONSENT - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Appointment to Bishop Rural Fire Protection District Board of Directors

RECOMMENDED ACTION:

Request Board appoint Aaron Steinwand to an unexpired four-year term on the Bishop Rural Fire Protection District Board of Directors, ending June 30, 2024.

SUMMARY/JUSTIFICATION:

Mr. Robert Winzenread's four-year term on the Bishop Rural Fire Protection District Board of Directors expired June 30, 2020. In March, he announced he would not be seeking another term after 12 years of distinguished service on the board. Per your Board's policy, Mr. Winzenread was sent a letter of gratitude and certificate of appreciation for his service.

Also per your Board's appointment policy, the vacancy was advertised in June and one letter of interest was received for the position within the application deadline. The letter, which is attached along with Mr. Winzenread's resignation letter, was submitted by Dr. Aaron Steinwand.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Your Board has appointing authority over the Bishop Rural Fire Protection District.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose to make the appointment, or direct that the recruitment period be re-opened.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There are no costs to the County associated with this appointment, aside from the cost to publicly advertise the vacancy.

ATTACHMENTS:

1. Robert Winzenread Resignation (Bishop Fire Board)
2. Letter of Interest - Aaron Steinwand (Bishop Fire Board)

APPROVALS:

Darcy Ellis

Darcy Ellis

Created/Initiated - 7/16/2020

Final Approval - 7/16/2020



BISHOP RURAL FIRE PROTECTION DISTRICT

P. O. BOX 325 • BISHOP, CA 93515

Rec. June 9, 20

May 27, 2020

Inyo County Clerk's Office
168 N Edwards Street
Independence, CA 93526

Attn: Darcy Ellis

Dear Darcy,

I am writing on behalf of the Bishop Fire Protection District, to advise you of an up-coming vacancy on our board.

Our long-time Commissioner, Robert Winzenread, is retiring at the end of his current term of June 30, 2020. Attached is a copy of his notice of retirement.

We will be recruiting candidates who might be interested in serving on the Board. Please let us know what else we should be doing to fill the vacancy.

Sincerely,

Michael Holland
Board Chairman

Bishop, CA 93514

March 5, 2020

Board of Directors
Bishop Rural Fire Protection District

Dear Fellow Board Members:

Letter Announcing Intent to Resign My Commission

Over twelve years ago I was asked by Lefty Irwin to take his place as a member of the Bishop Rural Fire Protection District Board of Directors. I felt it a great honor to take the place of someone like Lefty, and it also provided me a way to serve our community. I applied and was appointed by the Inyo County Board of Supervisors.

During my tenure, the Bishop Rural Fire Protection District has made significant progress in several areas. For examples, while I served as the Board President, the District was able to get a legal, binding contract with the Bishop Paiute Reservation for the Bishop Fire Department to receive funding for providing fire protection services to the Reservation; the Board was instrumental in hiring a Chief that is leading the Fire Department in accepting the many challenges placed on first responders, his efforts will continue the Department's tradition of being the best of the best; and the Board is making great headway with the City of Bishop in developing a Joint Powers Agreement to foster cooperation between the two governmental agencies that will be a great contributor to assure the best services for both District and City's constituents.

It is now time for me to pass the baton. My current term is up June 30, 2020. I will not asked for appointment for another term. My last Board meeting will be the June meeting. I wish to extend to the Board my gratitude for allowing me this opportunity to serve. I feel like I am leaving things in good hands.

My Best to Each of You,


Robert Winzenread

RECEIVED
2020 JUL -8 PM 3:21
INFO CENTER
ADVISOR
DEPT 6

Aaron Steinwand, Ph.D.
3105 S. Tumbleweed Rd.
Bishop, CA 93514
steinwand@usamedia.tv
(760) 920-9578

July 8, 2020

Clerk of the Board of Supervisors
P.O. Drawer N
Independence, CA 93526

Dear Ms. Ellis,

Please accept this application for the vacancy on the Bishop Rural Fire Protection District Board of Directors. I have been a resident of the District for 20 years and would welcome the opportunity to serve the community and renew my association with the fire service.

Currently, I am the Water Director for Inyo County and also serve as the Executive Manager for the Owens Valley Groundwater Authority. Until recently, I served as a volunteer with the Bishop Fire Department for 15 years, stepping down in 2015. The combination of fire service experience and administrative skills acquired in my professional career should prove useful to the District.

The Bishop Fire Department is staffed with capable and dedicated officers and volunteers that represent the best values of our community, and being a volunteer firefighter was one of the most rewarding experiences of my life. Despite my retirement from the Department, the desire to serve the community has not diminished. I am aware of many of the challenges that face our firefighters, the BFD, and the District. Even in normal times, ensuring that the District and BFD have the necessary infrastructure and equipment to protect our community can be difficult. I am eager to apply my experience in a new leadership role to address those challenges and to support the excellent service provided by the Bishop firefighters.

Respectfully,



Aaron Steinwand, Ph.D.



County of Inyo



County Administrator - Information Services

CONSENT - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Information Services

SUBJECT: Annual Payment Regarding ONESolution Enterprise Finance and Accounting System

RECOMMENDED ACTION:

Request Board authorize the annual payment for the agreement between Superior LLC and the County of Inyo for cash receipting maintenance and OS Support Maintenance for the ONESolution Enterprise Finance and Accounting System, in an amount not exceed \$43,501.94 for the period of July 1, 2020 through June 30, 2021.

SUMMARY/JUSTIFICATION:

The most recent annual maintenance agreement signed by the County in 2014 ensures that basic software support is available and provided by the vendor throughout the agreement period. The maintenance agreement is renewed automatically each year, unless formally terminated by either party prior to 30 days of the automatic renewal. The cost increases of the annual maintenance are defined in the Licensing Agreement signed by the County in 2006. "Superior reserves the right to increase Annual Support upon each renewal by an amount equal to the change in the Consumer Price Index (CPI-W for Selected Areas, West Urban, all items) published by the U.S. Bureau of Labor Statistics, over the prior year, plus two percent (2%)." Additionally, according to the Maintenance agreement signed by the County in 2014, as long as the County is more than two (2) releases behind the then-current new release, an additional surcharge of 10% is imposed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the software maintenance agreement in which case basic support of the software would have to be negotiated on an as-needed basis and might not be made available by the vendor.

OTHER AGENCY INVOLVEMENT:

All county departments use and heavily rely upon ONESolution to conduct daily operations.

FINANCING:

The cost of the support service renewal for the period from 7/1/2020 to 6/30/2021 is requested in the Information Services FY 2020/21 budget 011801-5177 (Maintenance Computer Systems).

ATTACHMENTS:

1. Superior LLC Invoice

APPROVALS:

Lavon Sargent

Darcy Ellis

Marshall Rudolph

Amy Shepherd

Scott Armstrong

Created/Initiated - 7/16/2020

Approved - 7/16/2020

Approved - 7/17/2020

Approved - 7/17/2020

Final Approval - 7/17/2020



Invoice

Invoice No	Date	Page
280327	6/1/2020	1 of 3

Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 County of Inyo
 168 North Edwards Street
 Independence CA 93526
 United States

Ship To
 County of Inyo
 168 North Edwards Street
 Independence CA 93526
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5980LG	County of Inyo		USD	Net 30	7/1/2020

Description	Units	Rate	Extended
Contract No. 27206			
1 ONESolution Cash Receipts - Annual Maintenance Fee OneSolution Cash Receipting Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,181.88	\$1,181.88
Contract No. INYO-3			
2 ONESolution Time Card Online - Annual Maintenance Fee OS - Time Card On-Line Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00
3 ONESolution Payroll - Annual Maintenance Fee OS - Payroll Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00
4 ONESolution Fixed Assets - Annual Maintenance Fee OS - Fixed Assets Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00
5 ONESolution Purchasing - Annual Maintenance Fee OS - Purchasing Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00
6 ONESolution Bank Reconciliation - Annual Maintenance Fee OS - Bank Reconciliation Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00
7 ONESolution Accounts Receivable - Annual Maintenance Fee OS - Accounts Receivable/Cash Receipts Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00
8 ONESolution Finance Other - Annual Maintenance Fee OS Support Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$42,320.06	\$42,320.06
9 ONESolution Accounts Payable - Annual Maintenance Fee OS - Accounts Payable Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00



Invoice

Invoice No 280327	Date 6/1/2020	Page 2 of 3
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Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 County of Inyo
 168 North Edwards Street
 Independence CA 93526
 United States

Ship To
 County of Inyo
 168 North Edwards Street
 Independence CA 93526
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5980LG	County of Inyo		USD	Net 30	7/1/2020

	Description	Units	Rate	Extended
10	ONESolution Budgeting w/ Budget Item Detail - Annual Maintenance Fee OS - Budget Item Detail Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00
11	ONESolution Documents Online - Annual Maintenance Fee OS - Documents On-Line Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00
12	ONESolution Easy Laser Forms - Annual Maintenance Fee OS - Easy Laser Forms Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00
13	ONESolution General Ledger - Annual Maintenance Fee OS - General Ledger Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00
14	ONESolution Click, Drag, and Drill - Annual Maintenance Fee OS - Click, Drag, & Drill (Report Writer) Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00
15	ONESolution Applicant Online - Annual Maintenance Fee OS - Applicant OnLine Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00
16	ONESolution Employee Online - Annual Maintenance Fee OS - Employee Online Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00
17	ONESolution Human Resources - Annual Maintenance Fee OS - Human Resources Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00



Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
280327	6/1/2020	3 of 3

Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
County of Inyo
168 North Edwards Street
Independence CA 93526
United States

Ship To
County of Inyo
168 North Edwards Street
Independence CA 93526
United States

<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
5980LG	County of Inyo		USD	Net 30	7/1/2020

**Please include invoice number(s) on your remittance advice,
made payable to Superior, LLC**
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	\$43,501.94
Tax	\$0.00
Invoice Total	\$43,501.94
Payments Applied	\$0.00
Balance Due	\$43,501.94



County of Inyo



County Administrator - Risk Management

CONSENT - ACTION REQUIRED

MEETING: July 28, 2020

FROM: CAO / Risk

SUBJECT: Fiscal Year 2020/2021 California State Association of Counties (CSAC) Dues

RECOMMENDED ACTION:

Request Board approve the payment of 2020-2021 California State Association of Counties (CSAC) dues in the amount of \$13,411, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget.

SUMMARY/JUSTIFICATION:

CSAC's primary purpose is to represent county government before the California Legislature, administrative agencies and the federal government. CSAC places a strong emphasis on educating the public about the value and need for county programs and services. Membership is important because CSAC is a trusted broker of information about the effects of state laws on counties and helps develop and communicate policies that directly impact the programs and services provided by California's counties. CSAC communicates counties' positions to the Legislature, Governor's office, agencies, commissions, and other state bodies through testimony, letters, and meetings. Likewise, CSAC analyzes and reports to counties about important decisions made at the state and federal levels through the CSAC Bulletin, CSAC website, email alerts, and policy committee meetings. CSAC also works with the news media to present legislative priorities and build coalitions with other interest groups. CSAC conferences, committee meetings and regional meetings provide opportunities for its members to network, set ideas, and share best practices for local government.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve payment of the annual membership dues, however, this is not recommended due to the loss of the vital information that CSAC is able to forward to our County.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

This expense is budgeted in the Workers Compensation Trust (500902), the Public Liability Trust (500903), and the Medical Malpractice Trust (500903) in the Membership object code (5211).

ATTACHMENTS:

1. FY 2020-21 CSAC Membership Dues

APPROVALS:

Denelle Carrington	Created/Initiated - 7/21/2020
Darcy Ellis	Approved - 7/21/2020
Denelle Carrington	Approved - 7/21/2020
Amy Shepherd	Approved - 7/21/2020
Clint Quilter	Final Approval - 7/21/2020



OFFICERS

President

Lisa A. Bartlett
Orange County

1st Vice President

James Gore
Sonoma County

2nd Vice President

Ed Valenzuela
Siskiyou County

Past President

Virginia Bass
Humboldt County



EXECUTIVE DIRECTOR

Graham Knaus

July 7, 2020

TO: County Administrative Officers

FROM: Graham Knaus, Executive Director
Darby Kernan, Deputy Executive Director of Legislative Affairs
Manuel Rivas, Jr., Deputy Executive Director Operations & Member Services

SUBJECT: **FY 2020-21 Annual Membership Dues**

On May 28, 2020, the Board of Directors adopted the FY 2020-21 CSAC Budget. As a result of the major distress that COVID-19 has had on counties and the communities we serve, and its overall impact on the economy, the adopted budget maintains membership dues at the same level for the 8th consecutive year.

The FY 2020-21 Adopted Budget builds on a prudent approach and sound fiscal policies to enable CSAC to continue to serving all 58 Counties by developing and equipping county leaders to better serve their communities; effectively advocate and partner with the State and Federal government to protect counties interests and pursue and secure appropriate policies, laws and funding; and communicate the value of the critical work being accomplished by counties.

Membership dues are a critical component to the stability and success of our Association and contribute to the following priorities:

- ✓ State and Federal advocacy to protect the interests of all California Counties.
- ✓ Communication with county supervisors, CAO's, county staff, legislators, media, and a myriad of stakeholders on priority issues and county best practices.
- ✓ Enhanced policy analysis and research on issues of importance to counties.
- ✓ Education of current and emerging county leaders and staff through the annual and legislative conferences, the CSAC Institute, regional meetings, and other opportunities.

We wholeheartedly appreciate your continued support, collaboration and active participation in CSAC, as we build on our many successes and further enhance member services and responsiveness to all counties.

Sincerely,

Graham Knaus
Executive Director

Darby Kernan
Deputy Executive Director
Legislative Affairs

Manuel Rivas, Jr.
Deputy Executive Director
Operations and Member Services

JUL 10 2020



**® 1100 K Street, Suite 101
Sacramento
California 95814**

California State Association of Counties
telephone (916) 327-7500
facsimile (916) 441-5507
www.csac.counties.org

Inyo County
 Clint Quilter, County Admin Officer
 P.O. Drawer Q
 Independence, CA 93526

Invoice

Customer No.: **INYOCOUNTY**
 Invoice No.: **37866**

Date	
07/01/20	
Description	Amount
2020/2021 CSAC Dues	13411.00
Invoice subtotal	13411.00
Invoice total	13411.00

Please include invoice number when paying. Due 30 days from invoice date.

Thank You



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Melissa Best-Baker

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

RECOMMENDED ACTION:

Request your Board authorize the issuance of a blanket purchase order payable to Pitney Bowes in the amount of \$15,000 for postage in the Social Services Programs for Fiscal Year 2020-2021, contingent upon the Board's adoption of the FY 20-21 Budget.

SUMMARY/JUSTIFICATION:

Social Service programs are required to mail notices to participants on a regular basis. We utilize the central print through C-IV to mail all of the required employment and eligibility program notices using Pitney Bowes for these mailings. In addition, our child welfare and aging services programs mail court notices and reports on a regular basis utilizing a Pitney Bowes postage meter that was approved through Information Services for these activities. This will require two different Purchase Orders. One for the C-IV services (\$11,000) and one for the machine (\$4,000) used for the certified mailing of court notices and reports.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

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

ATTACHMENTS:

APPROVALS:



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Michael Errante

SUBJECT: Approve Amendment 5 to the agreement between WEC and Inyo County

RECOMMENDED ACTION:

Request Board approve Amendment 5 to the agreement between the County of Inyo and Wadell Engineering Corporation (WEC) of Burlingame, CA increasing the contract to an amount not to exceed \$1,055,085.00, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On April 16, 2019, your Board awarded a 5 year Master Agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. The Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services.

On May 15, 2019, the County received a Notice of Intent to Award from the Federal Aviation Administration (FAA) for a grant to fund the Runway 12-30 Rehabilitation Project at the Bishop Airport. WEC carried out the design, and the FAA grant was received on July 9, 2020. On July 14, the construction contract was awarded to Granite Construction Inc. in the amount of \$6,487,274.00.

Amendment 5 to the contract with WEC will add construction support for this project to the scope of work of the on-call contract, as shown in Attachment A-5: *Scope of Work*.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Approval of the Master Contract with WEC for On-Call Airport Engineering and Planning Services - April 16, 2019

Approval of Plans and Specification, and acceptance of the forthcoming FAA grant - April 7, 2020

Approval an award of the construction contract for the Bishop Airport Runway 12-30 Rehabilitation Project to Granite Construction - July 14, 2020

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this amendment, this is not recommended because the County staff does not have the expertise to complete the construction inspection and material testing for this project.

OTHER AGENCY INVOLVEMENT:

FAA

FINANCING:

The Project will be funded by the FAA's AIP, which will reimburse the County for one hundred percent (100%) of the cost of the Project. The reimbursable costs will be paid through Budget 631100 (Bishop Air Runway Rehab), object code 5265, Professional Services in the amount of \$299,735.

ATTACHMENTS:

1. WEC Amendment 5

APPROVALS:

Ashley Helms	Created/Initiated - 7/14/2020
Darcy Ellis	Approved - 7/14/2020
Ashley Helms	Approved - 7/21/2020
Breanne Nelums	Approved - 7/21/2020
Michael Errante	Approved - 7/21/2020
Marshall Rudolph	Approved - 7/21/2020
Ashley Helms	Approved - 7/21/2020
Amy Shepherd	Approved - 7/22/2020
Michael Errante	Final Approval - 7/22/2020

AMENDMENT NO. 5
To
Agreement Between COUNTY OF INYO and
WADSELL ENGINEERING CORPORATION
For
On-Call Airport Engineering and Planning Services

BISHOP AIRPORT RUNWAY 12-30 REHABILITATION PROJECT
CONSTRUCTION PHASE SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated April 16, 2019, on County of Inyo Standard Contract No. 161, for the term from April 16, 2019 to April 15, 2024.

WHEREAS, County and Consultant 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 Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed one million, fifty five thousand and eighty five dollars (\$1,055,085.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Bishop Airport Runway 12-30 Rehabilitation Project Construction Phase Services, as described Attachment A-5 to the Contract.
3. Wadell Engineering Corporation’s fee for the scope of work described in Attachment A-5 to the Contract shall be the lump-sum, fixed-price fee of \$299,735.00.

The effective date of this amendment to the Agreement is 7/28/2020.

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

AMENDMENT NO. 5
To
Agreement Between COUNTY OF INYO and
WADELL ENGINEERING CORPORATION
For
On-Call Airport Engineering and Planning Services

BISHOP AIRPORT RUNWAY 12-30 REHABILITATION PROJECT
CONSTRUCTION PHASE SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2020.

COUNTY OF INYO

CONSULTANT: WADELL ENGINEERING CORP.

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
WADELL ENGINEERING CORPORATION
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES**

TERM:
FROM: April 16, 2019 **TO:** April 15, 2024

SCOPE OF WORK

The CONSULTANT will provide construction phase services for the Bishop Airport Runway 12-30 Rehabilitation Project. The services include monitoring the construction project to determine if the construction is in accordance with the plans and specifications.

The services include organization and attendance at a preconstruction conference; preparation of conference minutes; preparation of a construction management program for material acceptance testing; participating in a contractor provided QA/QC workshop, coordinating the notice to proceed; preparation of updated "FOR CONSTRUCTION" WEC plans to coordinate with the Taxiway Rehabilitation Project being completed by Qualcon Contractors Inc, review and processing of contractor submittals and requests for information; procurement of an acceptance testing QA subconsultant; principal engineer site visits for on-site construction observation during critical work periods; full-time construction observation by QA team during active work periods, field and office support during construction; review and acceptance of contractor work schedule; review of contractor work relative to plans and specifications; review of quantities and payment requests; preparation of daily and weekly reports, wage rate interviews for County checking, field order and change order processing; final inspection and preparation of record drawings based on contractor furnished as-built submittals, and final engineer's report.

CONSULTANT and OWNER are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

SCHEDULE OF SERVICES:

The construction contractor's contract allows a maximum of 90 calendar days for all work. The Construction Phase Services shall be undertaken after the contract award and shall continue until 30 days after final inspection and closeout.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES**

TERM:
FROM: April 16, 2019 **TO:** April 15, 2024

SCHEDULE OF FEES:

The OWNER agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of \$299,735 for the Construction Work Phase. The compensation includes reimbursement for all labor, travel, lodging, meals, supplies, field and laboratory testing during the construction phase.



County of Inyo



Auditor/Controller

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Christie Martindale

SUBJECT: Approval of Contract for Audit Services

RECOMMENDED ACTION:

Request Board approve and award the contract for audit services for the County of Inyo to Price Paige & Company of Clovis, CA in an amount not to exceed \$361,105.00 for a contract term of July 30, 2020 through June 30, 2025, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

California Government Code Sections 25250, 25253, and 27134 address the audit requirements for the County. Section 25250 states that the Board of Supervisors shall audit, or cause to be audited, the financial records of the County. It also allows the Board to employ the services of an independent certified public accountant to perform an examination of financial statements in accordance with generally accepted auditing standards. Section 25253 requires the publication of the financial report, and section 27134 requires an audit of the Treasury. Additionally, audits are required for all Federal funds (OMB Circular 133).

Since the County has been with the same independent audit firm for a number of years, the Auditor-Controller felt it was time to send out a request for proposal or (RFP) and see if other qualified firm were interested in the engagement. The Auditor's Office sent out a detailed RFP on June 9th, 2020 to nine firms and received back three proposals by the deadline of June 30th, 2020, which included the following firms and their total contract bid price, Brown Armstrong CPA - \$320,000, Price Paige & Company - \$ 361,105, and CliftonLarsonAllen LLP - \$ 415,065.

After a detailed review of all of the proposals and a short interview with each firm, Price Paige & Company was selected as the successful candidate.

Prior to sending out the RFP the Auditor office established an evaluation sheet for the proposals that included several important categories, such as; Insurance requirements, cost, implementation, experience, references, and understanding of scope of service. While cost is an important factor in this engagement finding a firm that was qualified and could demonstrate their ability to deliver services to a county our size was more important. Price Paige & Company was able to demonstrate they are highly qualified, but also, a good fit for our county.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could reject the bids and go back out for bid however this option is not recommended since there was three qualified firms that submitted proposals timely.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the proposed contract.

FINANCING:

The FY 2020-2021 Auditor-Controller Requested Budget includes sufficient budget for the County-wide audit, the Single Audit of Federal Funds, and the GANN Limit audit. The Treasurer-Tax Collector has also requested funds in her FY 2020-2021 budget to cover the Treasurer Oversight Committee audit, which is included in the Treasurer's fee and allocated to all Treasury Pool participants.

ATTACHMENTS:

1. Request for Proposals: Inyo County Audit Services 2019-2023
2. Price Paige & Company Proposal
3. 5 Year Contract-Price Paige and Co

APPROVALS:

Christie Martindale
Darcy Ellis
Marshall Rudolph
Amy Shepherd

Created/Initiated - 7/20/2020
Approved - 7/21/2020
Approved - 7/21/2020
Final Approval - 7/21/2020



COUNTY OF INYO

**Invites Proposals
For
Professional Audit Services**

Notice is hereby given that the County of Inyo invites proposals from qualified firms of certified public accountants to audit the County of Inyo's financial statements and schedule of expenditures of federal awards for the fiscal years ending June 30, 2020, 2021, 2022, 2023, and 2024.

Enclosed for consideration is a Request for Proposal (RFP). To be considered for this engagement, sealed proposals must be received at the Inyo County Auditor's Office by 4:00 p.m., June 30, 2020. Proposals must meet the qualifications and satisfy the requirements set forth in the RFP. Applicants must provide four copies of the proposal and required documentation in a sealed envelope with the proposal title marked clearly on the outside and addressed to:

Inyo County Auditor's Office
RFP Audit Services
P.O. Drawer R
Independence CA 93526

NO ORAL, TELEGRAPHIC, ELECTRONIC, FACSIMILE OR TELEPHONIC PROPOSALS WILL BE CONSIDERED UNLESS SPECIFIED. PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE RETURNED UNOPENED.

All questions and correspondence should be directed via email to ashepherd@inyocounty.us, or by phone at 760-878-0252.

PROPOSED TIME LINE

Release of RFP:	June 9, 2020
Proposal submission deadline:	June 30, 2020
Consideration of contract award:	July 1, 2020
Service commencement:	July 30, 2020
Completion of contract:	June 30, 2025

**COUNTY OF INYO
REQUEST FOR PROPOSAL
Professional Auditing Services**

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COUNTY OF INYO
REQUEST FOR PROPOSAL
Professional Auditing Services

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COUNTY OF INYO
REQUEST FOR PROPOSALS
Professional Auditing Services

I. INTRODUCTION

A. General Information

The County of Inyo is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2020, 2021, 2022, 2023, and 2024. These audits are to be performed in accordance with:

- Generally accepted auditing standards
- The standards set forth for financial audits by the Governmental Accounting Standards Board and the American Institute of Certified Public Accounts
- Those standards in the Government Accountability Office's (GAO) Government Auditing Standards
- The provisions of the federal Single Audit Act of 1996 (with amendments)
- The audit requirements of Title 2 *United States Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance)
- The additional requirements set forth in this document

There is no expressed or implied obligation for the County of Inyo to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Questions regarding the services being requested or the contents of this RFP should be submitted to Amy Shepherd, Auditor-Controller. Questions may be submitted via email at ashepherd@inyocounty.us, or by phone at 760-878-0252, at any time prior to June 30, 2020. Proposals will not be accepted by e-mail or facsimile.

To be considered, each proposer must submit four copies of their proposal (details of which are set forth in Section VI). All proposals must be received at the address below, no later than 4:00 p.m. on June 30, 2020.

INYO COUNTY AUDITOR'S OFFICE
RFP AUDIT SERVICES
P.O. Drawer R
Independence CA 93526

B. Term of Engagement

A five-year contract is contemplated, subject to the annual review and recommendation of the Auditor's Office and the annual availability of an appropriation.

C. Subcontracting

If this is to be done, the name of the proposed subcontracting firm(s) must be clearly identified in the proposal. Following the award of the audit contract, no additional

COUNTY OF INYO
REQUEST FOR PROPOSALS
Professional Auditing Services

subcontracting will be allowed without the express prior written consent of the County of Inyo.

II. NATURE OF SERVICES REQUIRED

A. General

The County of Inyo is soliciting the services of qualified firms of Certified Public Accountants to audit its financial statements for the fiscal years ending June 30, 2020, 2021, 2022, 2023, and 2024. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Work to be Performed

This RFP includes the following annual financial and compliance audits and services:

1. Financial audit of all funds of the County of Inyo.
2. Single audit of the County's expenditures of federal awards in accordance with the provisions of the Single Audit Act of 1996 (as amended) and the audit requirements of Title 2 *United States Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance).
3. Agreed-upon auditing procedures pertaining to the County's GANN Limit (Article XIII B annual review of appropriations limit calculations) and render a letter annually to the County regarding compliance.
4. Agreed-upon auditing procedures pertaining to the County's Treasury Oversight Committee compliance with Government Code Article 6, sections 27130-27137 and render a letter annually to the Oversight Committee regarding compliance.

C. Auditing Standards to be Followed

To meet the requirements of this request for proposal, the audits shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S Government Accountability Office's *Government Auditing Standards (2011 Revision)*, the provisions of the Single Audit Act of 1996 (with amendments) and the audit requirements of Title 2 *United States Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance).

D. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the County of Inyo of the need to extend the retention period. The auditor will be required to make working papers available upon request to the following parties or their designees:

COUNTY OF INYO
REQUEST FOR PROPOSALS
Professional Auditing Services

- County of Inyo
- Department of Health and Human Services
- U.S. Government Accountability Office (GAO)
- Parties designated by the federal or state governments or by the County of Inyo as part of an audit quality review process
- Auditors of entities of which the County of Inyo is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. Contact Information / Location

The auditor's principal contact with the County of Inyo will be Amy Shepherd, Inyo County Auditor Controller, who will coordinate the assistance provided by the County of Inyo to the auditor. Amy Shepherd can be reached at (760) 878-0252, c/o County of Inyo Auditor's Office, PO Drawer R, Independence, CA 93526.

B. Background Information

The County of Inyo is a general law county and serves an area of approximately 10,140 square miles with a population of 18,546. The City of Bishop is the only incorporated jurisdiction. The County's fiscal year begins on July 1 and ends on June 30. Total payroll is \$55,160,395 (includes benefits) for fiscal year 2018-2019 covering approximately 400+ employees (FTE). Accounting and financial reporting functions are centralized.

The County of Inyo provides a wide variety of services to its citizens typical of counties in California. Principal County service functions include general government, protection of persons and property, health and sanitation, roads and bridges, social services and land use planning. Discretionary services include economic development and tourism.

C. Fund Structure

The County of Inyo uses fund accounting and account groups in its financial statement reporting. The County of Inyo maintains two different types of proprietary funds: Enterprise funds and Internal Service funds. The County of Inyo also maintains several Fiduciary funds.

D. Budgetary Basis of Accounting

Generally, the County of Inyo prepares its budgets on a basis consistent with generally accepted accounting principles, State of California budget law contained in the State of California Government Code and the State Controller's Budget Manual and Accounting Standards and Procedure Manual for California Counties.

COUNTY OF INYO
REQUEST FOR PROPOSALS
Professional Auditing Services

E. Schedule of Expenditures of Federal Awards

During the fiscal years to be audited, the County of Inyo will receive federal financial assistance. The schedule of federal financial assistance received for each fiscal year audited will be provided to the auditors during the course of the audit. Prior year single audit reports are available upon request.

County major programs audited during the past three years were as follows:

Program	FY 6/30/2017	FY 6/30/2018	FY 6/30/2019
10.561: Supplemental Nutrition Assistance Program	\$626,843	\$901,150	\$ 780,945
14.239: Home Investment Partnerships Program	\$780,000	\$780,000	\$780,000
20.106 Airport Improvement Program	\$962,081	\$1,944,273	\$441,855
20.205 & 20.527: Highway, Plan & Const./EO-ER	\$2,063,400	\$326,899	\$661,140
93.558: Temporary Assistance for Needy Families	\$731,005	\$903,854	\$908,025
93.959: Block Grants for Prevention and Treatment of Substance Abuse	\$356,954	\$571,176	\$341,056
TOTALS	\$5,519,923	\$5,427,352	\$3,913,021

F. Component Unit

Management of the County of Inyo has identified the following component units for inclusion in the County of Inyo's financial statements:

1. First Five Inyo

G. Magnitude of Auditor's Office Operations

The Auditor's Office is headed by Amy Shepherd, an elected official. Besides Ms. Shepherd, the department consists of 8 employees who perform the following functions:

<u>Function</u>	<u>No. of Employees</u>
Payroll	1.5
Fiscal Services including accounts payable	4
Property Tax	1.5
Fixed Assets	1

H. Computer System

COUNTY OF INYO
REQUEST FOR PROPOSALS
Professional Auditing Services

The County of Inyo utilizes OneSolution by Central Square. Modules include accounting and reporting, payroll, fixed assets, and cash receipting.

I. Availability of Prior Reports

Prior years' audit reports are available upon request.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposal issued	June 9, 2020
Due date for proposals	June 30, 2020
Selected firm notified	July 30, 2020
Contract date	July 30, 2020

B. Date Audit May Commence

The County of Inyo will have records ready for audit and all management personnel available to meet with the firm's personnel after financial statements have been prepared (anticipated to be no earlier than mid-November). Interim work can begin upon execution of the contract.

C. Schedule for the Fiscal Year Audit

The schedule for the annual fiscal and compliance audits is anticipated to be as listed below. Staff in the Auditor's Office will prepare the County's financial statements, notes to the financial statements, the required supplementary schedules, the combining schedules, selected statistical schedules, the schedule of expenditures of federal awards and auditor requested schedules.

Tasks	Date(s)
Interim work	August 1 – November 30
Trial balances, fund financial statements, combining schedules and SEFA available	December 1
PBC Schedules and other requested information prepared	December 1
Notes to the financial statements, government-wide financial statements and required supplementary information prepared	December 1
Fieldwork	December 1 to

COUNTY OF INYO
REQUEST FOR PROPOSALS
Professional Auditing Services

Tasks	Date(s)
	January 31
Draft Reports	February 28
Final Reports issued	March 31

D. Entrance and Exit Conferences

During the entrance conference, the County and the proposed auditor will mutually agree on exact dates for each year’s audit, deliverables and tasks. At a minimum, the proposed auditor should schedule the following conferences in advance:

- Entrance Conference to be held during interim work or if no interim work is scheduled then on the first day of fieldwork
- Exit Conference to be held on the last day of fieldwork

E. Date Final Report is Due

The County of Inyo will prepare the draft of all financial statements, notes, required supplementary schedules, selected statistical schedules, and the SEFA and transmit them to the proposed auditor prior to the scheduled annual fieldwork dates. The proposed auditor is expected to provide all recommendations, GASB 68 calculations, revisions and suggestions for improvements along with a draft of the auditor’s report(s) by February 28th of each year. Final copies of the auditor’s report(s) should be received by the County of Inyo no later than March 31st of each year. The County of Inyo will be responsible for publishing the final reports.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Auditor’s Office Assistance

The Auditor’s Office staff and responsible management personnel will be available during the audit to assist the proposed auditor by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County of Inyo at PO Drawer R, Independence, CA 93526.

B. Information Technology (EDP) Assistance

Information Technology personnel will be available to provide systems documentation and information.

C. Statements and Schedules

Information for statements and schedules contained in the financial statements are prepared by staff in the Auditor’s Office. County staff will prepare any schedules or provide

COUNTY OF INYO
REQUEST FOR PROPOSALS
Professional Auditing Services

any accounting system report requested by the proposed auditor. Generally, advance notice is preferred.

D. Work Area, Telephone, Photocopying and FAX Machines

The County of Inyo will provide the proposed auditor with reasonable work space, desks and chairs. The proposed auditor will also be provided with access to telephones, photocopying facilities and FAX machines.

E. Report Preparation

Report preparation, formatting, editing and printing except for the auditor reports, letters and recommendations will be the responsibility of the County of Inyo.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Proposers are to contact only the individual identified below (primary contact) on any matter related to this RFP.

Auditor's Office
County of Inyo
P.O. Drawer R
Independence CA 93526
(760) 878-0252
(760) 878-0391 FAX
Attn: Amy Shepherd, Auditor-Controller
ashepherd@inyocounty.us

2. Submission of Proposals

All proposals must be received at the address below, no later than 4:00 p.m. on Friday, June 30, 2020. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Proposals received after the deadline will be marked "LATE" and will receive no further consideration. It is the responsibility of the proposer to make certain the proposed response is received on time.

Submitted four copies to:

INYO COUNTY AUDITOR'S OFFICE
RFP Audit Services

COUNTY OF INYO
REQUEST FOR PROPOSALS
Professional Auditing Services

P.O. Drawer R
Independence CA 93526

B. Proposal Format

1. Title Page

Title page showing the request for proposal's subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

2. Table of Contents

3. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for a period of ninety days from date of submission.

4. Independence

The firm should provide an affirmative statement that it is independent of the County of Inyo as defined by generally accepted auditing standards and the U.S. Government Accountability Office's Government Auditing Standards.

The firm also should provide an affirmative statement that it is independent of all of the component units of the County of Inyo as defined by those same standards.

The firm should also list and describe the firm's (or proposed subcontractors') professional relationships involving the County of Inyo or any of its agencies, component units or oversight units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

COUNTY OF INYO
REQUEST FOR PROPOSALS
Professional Auditing Services

5. License to Practice in California

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in California.

6. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the number and nature of the professional staff to be employed in this engagement on a full-time basis, the number and nature of the staff to be so employed on a part-time basis, and the location of the office from which the work on this engagement is to be performed.

The firm is also required to submit a copy of the report on its most recent external quality control review. The report should include a statement indicating whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with regulatory bodies or professional organizations.

7. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in California. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County of Inyo. However, in either case, the County of Inyo retains the right to approve or reject replacements.

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Professional Auditing Services

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the County of Inyo, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

8. Similar Engagements With Other Governmental Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum 5) performed in the last five years that are similar to the engagement described in this request for proposal.

These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

9. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as County of Inyo's budget and related materials, organizational chart(s), manuals and programs, and financial and other information.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample size and the extent to which statistical sampling is to be used in the engagement
- d. Type and extent of analytical procedures to be used in the engagement
- e. Approach to be taken to gain and document an understanding of the County of Inyo internal control structure
- f. Approach to be taken in determining laws and regulations that will be subject to audit test work
- g. Approach to be taken in drawing audit samples for purposes of tests of compliance

10. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the County of Inyo.

COUNTY OF INYO
REQUEST FOR PROPOSALS
Professional Auditing Services

11. Proposed Costs

Provide all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. The County of Inyo will not be responsible for expenses incurred in preparing and submitting the proposal and such costs should not be included in the proposal.

Include a total all inclusive maximum price per year for the 2020, 2021, 2022, 2023 and 2024 fiscal year engagements presented in the format provided in the Appendix. Also include a similar schedule that discloses the proposed audit costs for each of the separate deliverables listed below.

- a. Financial audit of the County of Inyo
- b. Single audit of the County of Inyo
- c. Treasury Oversight Committee agreed upon procedures
- d. GANN agreed upon procedures

If it should become necessary for the County of Inyo to request that the auditor render any additional services to either supplement the services requested in the request for proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the County of Inyo and the proposed firm. Any such additional work agreed to between the County of Inyo and the proposed firm shall be performed at the same rates set forth in the schedule of fees and expenses in this section.

Progress payments will be made on the basis of hours of work completed during the course of the engagement and incurred in accordance with the firm's proposal. Interim invoicing shall cover a period of not less than a calendar month.

Before beginning any work or submitting a proposal, it is advised that proposers read the county insurance and indemnification requirements included in section VIII of this RFP and in the appendix. The selected proposer will be asked to provide evidence that County insurance requirements have been met.

VII. EVALUATION PROCEDURES

A. Evaluation Process

The County will use a standard review process to evaluate all proposals. The evaluation will be based upon the written proposal as submitted, but may include an oral interview with the proposer. The evaluation team will consist of representatives of the Auditor's Office, County Administrative Office, County Counsel and other such designees deemed appropriate.

COUNTY OF INYO
REQUEST FOR PROPOSALS
Professional Auditing Services

B. Evaluation Criteria

The evaluation team will use a point formula during the review process to score proposals. The County of Inyo reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

The evaluation criteria and their respective weights are as follows:

Evaluation Criteria		Weight
A.	<p>Mandatory Elements</p> <p>Mandatory elements include independence and licensed to practice in California, no conflict of interest, completeness of proposal and adherence to the instructions in the request for proposal, submission of the firm's most recent external quality control review report and the firm has a record of quality audit work.</p>	Pass/Fail
B.	Certification of insurance and other requirements	10 Points
C.	<p>Cost</p> <p>An evaluation will be made of (a) reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives); (b) realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and (c) affordability (i.e., consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford).</p>	15 Points
D.	<p>Implementation Plan and Schedule</p> <p>An evaluation will be made of the likelihood that the proposer's implementation plan and schedule will meet the County's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the proposer believes may adversely affect any portion of the County's schedule.</p>	25 Points
E.	Relevant experience of the proposed audit team	25 Points
F.	References and experience with similar government engagements	15 Points
G.	Understanding of Scope of Services	25 Points

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Professional Auditing Services

C. Final Selection and Award

The County of Inyo will select a firm based upon the recommendations of the evaluation team who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.

The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any exhibits attached and to waive informalities and minor irregularities in responses received. The County reserves the right to award to a single or multiple contractors. The County Board of Supervisors' approval to award a contract is required. The final standard agreement terms and conditions will be negotiated with the selected bidder. A sample copy of the County's standard agreement is provided in the Appendix. The RFP specifications, terms, conditions and exhibits, RFP Addenda and bidder's proposal may be incorporated into and made a part of any contract that may be awarded as a result of the request for proposal.

It is anticipated that a firm will be selected by July 30, 2020. Following notification of the firm selected, it is expected a contract will be executed between both parties.

VIII. GENERAL AGREEMENT TERMS

A. General Conditions

1. Independent Contractor – In accepting a proposal, the County agrees to enter into an independent contractor agreement with the successful proponent for services. In the performance of the agreement, vendor, its agents and employees, shall act in an independent capacity and not as officers, employees or agents of the County of Inyo.
2. Vendor Primary Contact – the vendor will designate an individual to serve as the primary contact for the agreement. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary contact without written acknowledgement to the County.
3. Change of Address – Vendor shall notify County in writing, of any change in mailing address within ten (10) business days of the change.
4. Subcontracting – Vendor agrees not to enter into any subcontracting agreements for work contemplated under the agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor's contract.
5. Agreement Assignability – without the prior written consent of the County, the agreement is not assignable by vendor either in whole or in part.

COUNTY OF INYO
REQUEST FOR PROPOSALS
Professional Auditing Services

6. Agreement Amendments – Vendor agrees any alterations, modifications or waivers of the provisions of this agreement shall be made in writing by mutual agreement of the parties.
 7. Termination – The County for its convenience may terminate in whole or in part upon thirty (30) calendar day’s written notice to this agreement. If such termination is effected, an equitable adjustment in the price provided for in this agreement shall be made. Such adjustment shall provide for payment to the vendor for services satisfactorily rendered and reasonable expenses incurred prior to the effective date of the termination. Upon receipt of termination notice, vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to County any and all completed work, and work in progress, including drafts, documents and other related reports.
 8. Licenses and Permits – Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, or County ordinances, rules or regulation. The vendor shall maintain these licenses and permits in effect for the duration of the agreement. Vendor will notify the County immediately of any loss or suspension of any such licenses and permits. Failure to maintain a required license may result in immediate termination of any agreement.
 9. Conflict of Interest – Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables his or her to influence any award of an agreement shall have any direct or indirect financial interest resulting from the award of the agreement.
 10. Payment – Vendor shall be paid for services under this agreement on a progress billing basis after submission of an itemized statement of all services and work performed. The County shall make payment to the Vendor within 30 days of its receipt of the itemized statement.
 11. Ownership of Documents – All documents, data and reports prepared by the vendor subject to an agreement with the County shall be considered property of the County upon payment for services. All such items shall be delivered to the County at the completion of work under any agreement.
 12. Records Retention – The vendor shall retain all documents, data, work papers and related audit materials for the period of five (5) years. All records shall be made available to the authorized staff of the Government Auditing Office (GAO) or other cognizant agency, in accordance with OMB-133.
- B. Indemnification and Insurance Requirements
1. Indemnification – The vendor agrees to hold harmless, defend at its own expense, and indemnify the County and its officials, officers, employees, agents or volunteers from and against any and all liability, claims, losses, actions, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions of vendor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability,

COUNTY OF INYO
REQUEST FOR PROPOSALS
Professional Auditing Services

claims, losses, damages, or expenses arising from the County's sole negligence or willful acts.

2. Insurance Coverage – The vendor shall secure and maintain throughout the agreement the policies set forth in the exhibit "Insurance Requirements", which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by County as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by County. A lapse in any required insurance coverage during this agreement shall be a breach of this Agreement.
3. Waiver of Subrogation – The vendor shall require the carriers of the above-required coverages to waive all rights of subrogation against the County and its officers, employees, agents and volunteers, vendors and subcontractors.
4. Policies, Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Proof of Coverage – The vendor shall immediately furnish certificates of insurance to the County evidencing the insurance coverage, including endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the department. Vendor shall maintain such insurance from the time vendor commences performance of services hereunder until the completion of services.
1. Insurance Review – The above insurance requirements are subject to periodic review by the County. The County's risk manager is authorized, but not required, in consultation with County Counsel, to reduce or waive any of the above insurance requirements whenever it is determined that any of the above referenced insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County.



PRICE PAIGE & COMPANY
Accountancy Corporation

The Place to Be

June 23, 2020

Ms. Amy Shepherd
Auditor-Controller
County of Inyo
168 N. Edwards Street
Independence, CA 93526

Dear Ms. Shepherd:

Enclosed are 4 bound copies of the proposal for professional audit services for the County of Inyo for the fiscal years ended June, 30, 2020 through 2024.

Please do not hesitate to contact us with any questions or if we can assist you with anything else.

Thank you,

Beth Haworth
Audit Administrative Assistant

570 N. Magnolia Avenue, Suite 100
Clovis, CA 93611

tel 559.299.9540
fax 559.299.2344



PRICE PAIGE & COMPANY
Accountancy Corporation

PROPOSAL FOR PROFESSIONAL AUDIT SERVICES

FOR

COUNTY OF INYO

FOR THE FISCAL YEARS
JUNE 30, 2020, 2021, 2022, 2023 AND 2024

Submitted
June 23, 2020

By

Fausto Hinojosa, CPA, CFE
Price Paige & Company
Accountancy Corporation

570 N. Magnolia Avenue
Suite 100
Clovis, California 93611
Phone: 559-299-9540
Fax: 559-299-2344
Email: fausto@ppcpas.com
Website: www.ppcpas.com
License No: 66479
Federal ID No: 77-0203007

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The Place to Be

June 23, 2020

Ms. Amy Shepherd
Auditor-Controller
County of Inyo
168 N. Edwards Street
Independence, CA 93526

Dear Ms. Shepherd:

It is our pleasure to present our proposal to provide professional auditing services to the County of Inyo (the "County") for the fiscal years ending June 30, 2020, 2021, 2022, 2023 and 2024. When presented with viable alternatives, it's not always easy for entities such as the County to identify the accounting firm that can best meet their overall audit and accounting needs. Over the past twenty-five years, we have developed significant expertise in governmental audit and accounting. Our knowledge of the governmental environment, and more specifically, county operations, allows us to develop more robust audit plans, which enhances the quality of our audits.

Our audit professionals are highly qualified and have extensive experience and expertise in governmental auditing and accounting. The firm has been a member of the AICPA Government Audit Quality Center for several years and all of our auditors take a minimum of 80 hours of continuing professional education every two years specifically related to the auditing and accounting services we provide. This commitment to learning yields a direct benefit to the clients we work with. Additionally, our firm has a well-earned reputation for ensuring the audit not only gets done right but, just as importantly, on time. We are committed to communicating effectively to ensure that your questions are addressed comprehensively. As demonstrated by our resumes and considerable involvement by the audit partner and managers, we know that our firm has the resources, knowledge and expertise to meet and service the needs of the County. We can assure you that we fully understand the work to be performed and we wish to emphasize our commitment to meeting or exceeding all of your expectations. We are committed to providing these services in accordance with the County's required timelines. Additional information about our firm's audit department and services we offer may be found on our website at www.ppcpas.com.

This proposal is a firm and irrevocable offer for a period of 90 days from the date of submission.

I trust that this proposal will adequately summarize our approach to client service and identify those attributes which set our firm apart from others. We appreciate the opportunity to submit this proposal to serve you and would be pleased to furnish any additional information regarding our firm or answer any other specific questions or concerns you may have. I am an audit principal for our firm and I am authorized to make representations for the firm with regard to this proposal. I may be reached at (559) 299-9540 or via email at fausto@ppcpas.com.

Sincerely,

Fausto Hinojosa, CPA, CFE
Audit Principal
Price Paige & Company

570 N. Magnolia Avenue, Suite 100
Clovis, CA 93611

tel 559.299.9540
fax 559.299.2344

FIRM HISTORY AND QUALIFICATIONS

Established in 1976 and located in Clovis, California, Price Paige & Company consists of four owners (principals), Fausto Hinojosa, Mitchell Buckley, Henry Oum and Robert F. Price, each of whom is a Certified Public Accountant. The principals of the firm have over 90 years of combined experience in public accounting. Our firm is comprised of thirteen CPAs and sixteen CPA candidates, as well as full and part-time accounting, bookkeeping and clerical staff. Over 50% of Price Paige & Company's practice is in auditing and attest services, primarily in the not-for-profit and governmental sectors. In addition, we provide services to many businesses in accounting, tax, and management consultation in all areas.

Price Paige & Company is recognized in the community and by our peers as experts in the areas of not-for-profit and governmental audit and accounting. Our proven commitment to excellence allows us to work with you in the most time and cost-effective manner possible. Our auditors are not seasonal; what we mean by this is that they are not "tax accountants" who perform audits in the "off-season". They focus exclusively on providing audit services and they receive over 80 hours of continuing education every two years, specifically related to improving their audit skills. The experience of our team allows us to conduct very efficient and effective audits.

We currently provide audit or review services to more than 35 not-for-profit organizations and 40 governmental agencies annually, many of which are federal single audits. The breadth and scope of single audits we have conducted is significant and we have experience auditing organizations with an excess of \$100 million dollars of federal funding.

We will assign a team of personnel from our firm to your account in order to provide the range of services you have requested. This team is kept abreast of any significant developments that arise through our normal association with you. The most important aspect of this approach is to provide continuity to the engagement. We understand that the audit process requires two-way communication and we accept our responsibility to listen and to deliver timely and effective solutions to the audit and accounting problems we encounter.

Mandatory Qualifications

The associates of Price Paige & Company are licensed Certified Public Accountants, certified by the California State Board of Accountancy (License # COR 3442). All team members assigned to the audit comply with the 80-hour continuing education requirements promulgated by *Government Auditing Standards*.

Independence

Our firm is independent with respect to the County of Inyo as defined by auditing standards generally accepted in the U.S. Government Accountability Office's *Government Auditing Standards*.

Conflict of Interest

Our firm's established policy is that we do not submit proposals for audit services if there is a known conflict of interest with the potential client. There are no current or potential conflicts of interest with anyone (employees, management, officers or directors) within the County of Inyo.

External Peer Review

Our record of successful Peer Reviews and our Engagement Quality Control Review program serve as evidence of our commitment to meeting the standards of care and performance applicable to our audit practice and demonstrate the extra measures we take to ensure continued successful compliance with our client's expectations about our quality and competence.

Our peer review included a review of specific not-for-profit and governmental audit engagements. For your consideration, a copy of our most recent Peer Review Report is presented on page 19 of this proposal.

VALUE-ADDED SERVICES AND SUPPORT

Value Added Services and Support

The role of auditors has evolved over time in response to client's needs. Our firm has made it a practice to be proactive with clients by providing value-added services, all of which are included as part of our audit engagement. Below are some of the value added benefits that we provide to our clients at no additional charge.

Consultation on Accounting Matters

We provide our clients with guidance on technical accounting matters. We encourage our clients to communicate with us regarding any technical accounting matter as it allows us to be proactive in the audit process. If the technical accounting questions are outside the scope of the audit or require significant research, we would communicate with management regarding the appropriate cost for their approval before proceeding with any additional services.

Client Training

We believe it is important to give our clients access to a full range of information to help them stay aware of current accounting developments and financial reporting issues. As part of our client service program, we will periodically hold client training seminars and summary courses geared towards providing our clients an understanding of relevant issues. Training sessions that have been offered included understanding and mitigating the risk of fraud and reading and understanding governmental financial statements.

Approach to Communication and Expectations of Our Clients

In order to meet and exceed your expectations, we are diligent about maintaining open communication throughout the entire engagement. In our experience, this results in a more effective engagement. Our approach depends on the timely response and assistance of the County. This cooperation will further ensure our work is completed in an efficient and cost-effective manner.

Other Services Offered by Our Firm

In addition to financial statement audits we also offer the following services to the government sector: Internal Control Review, Forensic Accounting, Fraud Investigation, Agreed-Upon Procedures, Financial Statement Review, Financial Statement Compilation and preparation of State Controller's Reports.

AUDITOR RESUMES



FAUSTO HINOJOSA

Certified Public Accountant
Certified Fraud Examiner
California License # 66479

Present Position

Audit Principal

Education and Experience

Fausto is the partner in charge of all audit and forensic consulting engagements for Price Paige & Company. His practice is focused on governmental and not-for-profit audit and accounting, fraud investigation and consulting, and litigation support services. Fausto serves as the Managing Partner for the Firm and is responsible for providing strategic leadership. He has worked professionally in the accounting field since graduating from California State University, Fresno in 1990. He became a Certified Public Accountant in 1994 and a shareholder with Price Paige & Company in 1997. He is a Certified Fraud Examiner and has investigated numerous allegations of fraud and has been designated a fraud expert in various legal proceedings.

After more than thirty years in the profession, Fausto has developed significant expertise specifically in the areas of audit risk assessment, governmental and not-for-profit auditing, fraud detection and prevention, federal/state grant compliance, and internal controls.

Fausto is the former Chair of the local Government Accounting and Auditing Committee for the California Society of CPAs and currently serves on the state committee. In addition, Fausto is a **reviewer for the Government Finance Officers Association “Certificate of Achievement for Excellence in Financial Reporting” program**. As the former Chair for the State Board of Accountancy Qualifications Committee, Fausto conducted audit workpaper reviews of CPA candidates in order to make licensure recommendations to the Committee.

Fausto is a former Adjunct Professor at Fresno Pacific University where he taught an upper division auditing course. He is a frequent lecturer to the California Society of CPAs and other professional organizations, business and civic groups on governmental and not-for-profit accounting and auditing, preventative fraud measures, and the unique audit requirements for federal award programs under the Single Audit Act.

Professional Organizations and Community Involvement

State Board of Accountancy Qualifications Committee – Past Chair
Fresno Chapter of California Society of CPAs – Past President
Association of Certified Fraud Examiners – Member
American Institute of Certified Public Accountants – Member
Government Accounting and Auditing Committee of the Fresno Chapter – Past Chair
State Government Accounting and Auditing Committee of the California Society of CPAs – Member
Government Finance Officers Association – CAFR Reviewer



JOSHUA GIOZA

Certified Public Accountant
California License # 119801

Present Position

Quality Control Manager

Education and Experience

Joshua began his accounting career at Price Paige & Company in January 2007 after graduating from California State University, Fresno. In June 2005, he received a Bachelor of Science in Business Administration with an option in Accountancy and became a Certified Public Accountant in 2013.

Joshua serves as the audit supervisor for most of the firm's municipalities and has performed and overseen substantial grant compliance work on both federal and state programs. Although his government auditing background dates back to 2007, since 2011 he has worked almost exclusively planning, performing, reviewing and compiling financial statements for municipalities. He has conducted several single audits and has prepared numerous municipality State Controller reports. Joshua has extensive knowledge in the implementation of GASB 68. He recently conducted a GASB 68 training course for firm personnel and has also trained and assisted numerous finance directors on GASB 68 implementation and financial statement presentation. His background also includes significant experience auditing not-for-profit entities and 401(k) pension plans. Joshua has expertise in the use of IDEA data analysis software and has used this software to conduct fraud detection procedures as a part of the many municipal audits he supervises.

Community and Affiliations

Joshua is a member of the American Institute of Certified Public Accountants, the California Society of CPAs and the Government Finance Officers Association. He is currently serving on the Board of Directors as the Treasurer for North Fresno Rotary Endowment and Bullard Youth Softball League. He was formerly on the Board of Directors as the Treasurer for Big Brothers Big Sisters of Central California, and Fresno's Rotary Storyland/Playland. Joshua is also an honorary member of the North Fresno Rotary Club.

Continuing Education

Joshua is in compliance with the continuing education requirements of the AICPA and Government Auditing Standards. Recently attended courses include: *Avoiding Problems in Conducting Single Audits; Financial Statement, Tax and Government Fraud; Interpreting the Yellow Book; Intermediate Governmental Accounting; The GASB's Pension Standards Parts II: Considerations for Agent Plans and Participating Employers; Putting to Rest Governmental "Urban Legends"; and The Continued Complexities of Auditing Governmental Pension Plans and Participating Employees.*

REFERENCES

After evaluating our relevant experience, we are certain you will agree that Price Paige and Company is qualified to serve you. We have been successfully performing audit engagements since 1976. Since then, we have continued to build on our reputation as a well-respected firm throughout the State of California, with the qualifications and experience necessary to provide unequalled performance. Following is a list of some of our audit clients and our primary contact for each:

Reference Name: County of Mono
Contact: Janet Dutcher, Director of Finance
Address: P.O. Box 556, Bridgeport, CA 93517
Phone: (760) 932-5494
Email: jdutcher@mono.ca.gov
Service Provided: CAFR (Single Audit/Uniform Guidance)
Dates: June 30, 2018 through present
Total Staff Hours: 675
Engagement Partner: Fausto Hinojosa

Reference Name: County of Lassen
Contact: Julie Morgan, Auditor (Formerly Diane Wemple, Retired)
Address: 221 South Roop Street, Suite 1, Susanville, CA 96130
Phone: (530) 251-8233
Email: jmorgan@co.lassen.ca.us
Service Provided: Financial Statement Audit (Single Audit/Uniform Guidance)
Dates: June 30, 2013 through present
Total Staff Hours: 650
Engagement Partner: Fausto Hinojosa

Reference Name: County of Alpine
Contact: Craig Goodman, Interim Director of Finance
Address: 99 Water Street, Markleeville, CA 96120
Phone: (530) 694-2284
Email: cgoodman@goodmancpa.net
Service Provided: Financial Statement Audit (Single Audit/Uniform Guidance)
Dates: June 30, 2012 through present
Total Staff Hours: 625
Engagement Partner: Fausto Hinojosa

Reference Name: City of Los Banos
Contact: Sonya Williams, Finance Director
Address: 520 J Street, Los Banos, CA 93635
Phone: (209) 827-7000
Email: sonya.williams@losbanos.org
Service Provided: CAFR Audit (Single Audit/Uniform Guidance)
Dates: June 30, 2014 through present
Total Staff Hours: 425
Engagement Partner: Fausto Hinojosa

Reference Name: City of Kingsburg
Contact: Alma Colado, Finance Director
Address: 1401 Draper Street, Kingsburg, CA 93611
Phone: (559) 897-5821
Email: acolado@cityofkingsburg-ca.gov
Service Provided: CAFR Audit (Single Audit/Uniform Guidance)
Dates: June 30, 2012 through present
Total Staff Hours: 375
Engagement Partner: Fausto Hinojosa

AUDIT APPROACH

We are confident that we will provide high quality services based on our experience in dealing with entities of similar size and scope to yours, our client satisfaction ratings and significant uniform guidance experience, and our audit software packages.

Audit Procedures and Phases of the Engagement

Price Paige & Company provides value to our clients by creating a custom audit approach that is based on a client's specific needs, risks and opportunities. Our audit approach under generally accepted audit standards is depicted in the graphic to the right.

Our professional responsibility is to obtain sufficient audit evidence before an opinion is rendered on any financial statements. To achieve this, we will conduct our work in the following phases:

- Audit planning and risk assessment
- Year-end fieldwork
- Reporting
- Closing conferences and formal presentation

Details for each of these phases are listed on the following pages.

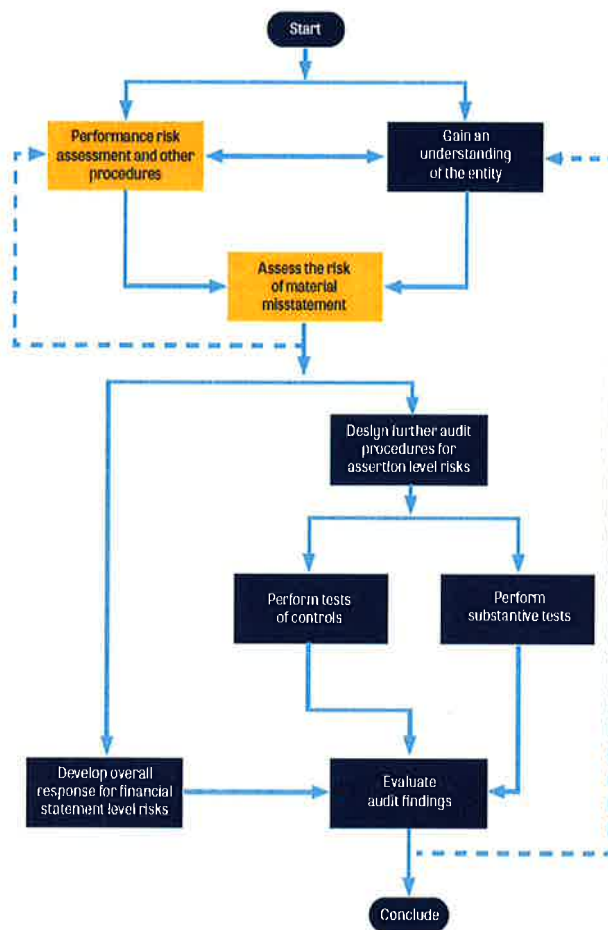
Audit Planning and Risk Assessment (July - September)

No other phase of the process affects the success of an engagement more than the time spent in planning the general scope and direction of the audit, including assessing the risks of financial statement misstatements. We will schedule audit planning and interim fieldwork to be done prior to final fieldwork with your personnel.

We will hold a planning session with the key members of our engagement team and your personnel.

During our planning session with management, we will also address Statement on Auditing Standards (SAS) No. 99, "Consideration of Fraud in a Financial Statement Audit." This auditing standard requires that we conduct certain meetings and interviews and perform and document certain procedures for identifying and responding to fraud risks.

Based on our inquiry and understanding of the County operations and our experience with other related entities, we will gain an understanding of internal controls to assist in the planning and conducting of the audit. We will do this for every significant audit area by meeting and inquiring with key personnel, observation, examining or inspecting evidence/samples, and/or re-performance of the control.



Draft Financial Statements

Audit Focus

Based on our audit experience with similar entities, the primary areas of audit focus in a typical year include:

- ♦ Cash and investments
- ♦ Governmental fund receivables/revenues
- ♦ Capital assets
- ♦ Accounts payable and expenditures
- ♦ Long-term debt and other liabilities
- ♦ Pension and OPEB liabilities
- ♦ Pension deferrals
- ♦ Enterprise receivables/revenues
- ♦ Landfill Closure/Post-Closure
- ♦ Compliance auditing of major Federal programs
- ♦ Implementation of pronouncements of the Governmental Accounting Standards Board (GASB)

Closing Conference and Formal Presentation

We believe regular communication with management will be a critical part of the success of our audit engagement. Therefore, we will provide regular updates to management regarding the progress of the audit during meetings with key personnel.

Additionally, the engagement partner will meet with management to review any potential adjusting journal entries, drafts of the management and communication with those charged with governance (SAS 114) letters, and a draft of the financial statements.

We will complete our work in sufficient time to meet the applicable deadlines each year. At the County's option we will make a formal presentation of the audit results and be available to respond to their questions.

PROPOSED FEES

All of the requested fee information is based upon our current understanding of the work to be performed and we have given you "not-to-exceed" fees for these services.

Services to be Performed	Total Hours	Total \$ FY 2020	Total \$ FY 2021	Total \$ FY 2022	Total \$ FY 2023	Total \$ FY 2024
County Financial Statements	358	\$ 48,600	\$ 48,600	\$ 50,544	\$ 50,544	\$ 52,566
County Single Audit	82	11,500	11,500	11,960	11,960	12,438
Treasury Oversight Committee	34	4,500	4,500	4,680	4,680	4,867
GANN Appropriations Limit	3	550	550	572	572	595
GASB 68 Pension Consulting	13	1,810	1,810	1,882	1,882	1,958
Total Services to be Performed	490	66,960	66,960	69,638	69,638	72,424
Out-of-Pocket Expenses		3,000	3,000	3,120	3,120	3,245
Total All-Inclusive Maximum Fee		\$ 69,960	\$ 69,960	\$ 72,758	\$ 72,758	\$ 75,669

	Standard Rate	Quoted Rate	Total Hours	Total \$ FY 2020	Total \$ FY 2021	Total \$ FY 2022	Total \$ FY 2023	Total \$ FY 2024
County Financial Statement Audit								
Partner	300	250	28	\$ 7,000	\$ 7,000	\$ 7,280	\$ 7,280	\$ 7,571
Manager	200	180	55	9,900	9,900	10,296	10,296	10,708
Senior	165	150	84	12,600	12,600	13,104	13,104	13,628
Staff	120	100	191	19,100	19,100	19,864	19,864	20,659
Total County Financial Statement Audit			358	48,600	48,600	50,544	50,544	52,566
County Single Audit								
Partner	300	250	10	2,500	2,500	2,600	2,600	2,704
Manager	200	180	10	1,800	1,800	1,872	1,872	1,947
Senior	165	150	20	3,000	3,000	3,120	3,120	3,245
Staff	120	100	42	4,200	4,200	4,368	4,368	4,543
Total Federal Single Audit			82	11,500	11,500	11,960	11,960	12,438
Treasury Oversight Committee								
Partner	300	250	2	500	500	520	520	541
Manager	200	180	5	900	900	936	936	973
Senior	165	150	8	1,200	1,200	1,248	1,248	1,298
Staff	120	100	19	1,900	1,900	1,976	1,976	2,055
Total Treasury Oversight Committee			34	4,500	4,500	4,680	4,680	4,867
GANN Appropriations Limit								
Partner	300	250	1	250	250	260	260	270
Manager	200	180	-	-	-	-	-	-
Senior	165	150	2	300	300	312	312	324
Staff	120	100	-	-	-	-	-	-
Total GANN Appropriations Limit			3	550	550	572	572	595
GASB 68 Pension Calculation								
Partner	300	250	1	250	250	260	260	270
Manager	200	180	2	360	360	374	374	389
Senior	165	150	4	600	600	624	624	649
Staff	120	100	6	600	600	624	624	649
Total GASB 68 Pension Calculation			13	1,810	1,810	1,882	1,882	1,958
Total Services to be Performed			490	\$ 66,960	\$ 66,960	\$ 69,638	\$ 69,638	\$ 72,424

This proposal is based on the current audit scope, and is made with the assumption that the County's books and records will be in a reasonably balanced condition and reconciled at the start of the audit and that the representations made to us during this proposal process will remain effective throughout our engagement. Our fees are based on the assumption that the single audit will include no more than three major programs, in accordance with the Uniform Guidance.

If there are more than three major programs, the fee is \$4,000 per additional program. In the event disclosures related to the scope of the engagement indicate extraordinary circumstances, which warrant more intensive and detailed services, we will provide all pertinent facts relative to the extraordinary circumstances, together with our fee basis for such additional services. This will be set forth in an addendum to the contract between the County of Inyo and our firm.

PEER REVIEW REPORT



2511 Garden Road
Suite A180
Monterey, CA 93940
831-373-3337
Fax 831-373-3437

379 West Market Street
Salinas, CA 93901
831-424-2737
Fax 831-424-7936

3478 Buskirk Avenue
Suite A1000
Pleasant Hill, CA 94523
831-373-3337
Fax 831-373-3437

Report on the Firm's System of Quality Control

September 11, 2018

To the Partners of Price, Paige and Company A C
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Price, Paige and Company A C (the Firm) in effect for the year ended April 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; and audits of employee benefit plans.

Daniel M. McGilloway, Jr., CPA, CVA | Gerald C. Ray, CPA | Patricia M. Kaufman, CPA, CGMA | Larry W. Rollins, CPA | Jesus Montemayor, CPA

Sarita C. Shannon, CPA | Whitney Ernest, CPA | Devvyn MacBeth, CPA | Smriti Shrestha, CPA | Deanna Thomas, CPA

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the _____ services of _____ of _____ (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 _____, whose title is: _____. 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 _____ to _____ 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 _____ 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, ET CETERA.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo

_____ Department
Address
City and State

Contractor:

_____ Name
Address
City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Office of the Sheriff

SUBJECT: Ratify annual payment to American Security Group

RECOMMENDED ACTION:

Request Board: A) declare American Security Group of Vista, CA a sole-source provider of maintenance of security surveillance system equipment; B) ratify and approve payment to American Security Group of Vista, CA in the amount of \$12,344.00 for annual maintenance for the period of July 1, 2020 through June 30, 2021, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget; and C) authorize the Sheriff or his designee to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

American Security Group provides proprietary software and server system that comprise the surveillance system in the Jail and Sheriff's Administration facilities. The system is robust, comprised of 98 high definition cameras; high definition monitors located in the jail and dispatch. As the system is proprietary, only American Security Group can provide maintenance and technical support. The Jail security system is aging and replacement costs have been included in the department requested budget for equipment replacement of equipment not covered by the terms of the service agreement or warranty.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

There are no practical alternatives available. American Security Group has proprietary software and equipment. Funds to change out all of the security equipment and new software are not available.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is included in the FY 2020-2021 requested budget in Budget Unit 022706 Jail Security, Object Code Professional Services 5265.

ATTACHMENTS:

1. American Security Service and Support Agreement 20-21

APPROVALS:

Riannah Reade

Darcy Ellis

Riannah Reade

Marshall Rudolph

Amy Shepherd

Jeffrey Hollowell

Created/Initiated - 7/13/2020

Approved - 7/14/2020

Approved - 7/14/2020

Approved - 7/14/2020

Approved - 7/15/2020

Final Approval - 7/15/2020



Proposal

Date	Proposal #
7/1/2020	1013694

Customer
Inyo County Sheriff's Facility PO BOX S 550 S Clay St Independence, CA 93526

Ship To
Inyo Country Sheriff's 550 S Clay St Independence, CA 93526

Qty	Description	Rate	Total
	Inyo County Sheriff's Dept Support and Service Agreement Revised for 2020/2021 Fiscal Year to Include Remote Support Only		
	IP Video System Service & Support		
1.00	IP Video System Service Plan (Base)	500.00	500.00
2.00	IP Video Server Maintenance & Support	250.00	500.00
2.00	IP Video Storage Device Maintenance & Support	225.00	450.00
4.00	IP Video Network Equipment Maintenance & Support	250.00	1,000.00
4.00	IP Video Client Workstation Maintenance & Support	250.00	1,000.00
93.00	IP Video Camera Maintenance & Support	50.00	4,650.00
	Subtotal		8,100.00
	Access Control System Service and Support Agreement		
1.00	Access Control System Service Plan (Base)	500.00	500.00
1.00	Access Control Server Service and Support	250.00	250.00
1.00	Access Control System Controller Maintenance & Support	50.00	50.00
1.00	Access Control Power Supply Maintenance & Support	50.00	50.00
	Subtotal		850.00
	System Software Updates		
	OnSSI Video Management System		
1.00	Ocularis Enterprise Base 1 Year StayCURRENT	169.00	169.00
93.00	Ocularis Enterprise Camera 1 Year StayCURRENT	32.00	2,976.00
	System Galaxy Access Control		
1.00	Additional 1 year software maintenance	249.00	249.00
	Subtotal		3,394.00

I hereby authorize performance of this proposal and agree to the following payment terms: Net 30		Subtotal	\$12,344.00
ACCEPTED BY: _____ DATE: _____		Tax (8.75%)	\$0.00
PO Box 48 Vista CA, 92085 www.amsecgroup.com Voice 760-727-4020 Fax 760-727-4027 CA LIC 665638 ACO LIC 4234		Total	\$12,344.00



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 28, 2020

FROM:

SUBJECT: MOU Between Inyo County and Eastern Sierra COC

RECOMMENDED ACTION:

Request Board approve a Memorandum of Understanding with the Eastern Sierra Continuum of Care (COC) to supplement Project Roomkey funding used to provide opportunities for social distancing, isolation, quarantine, and hygiene facilities for the homeless population, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

The Eastern Sierra Continuum of Care (COC), administered by the Inyo Mono Advocates for Community Action (IMACA), has received State funding to provide COVID-related shelter and supports to homeless persons in Inyo, Mono, and Alpine Counties. In Inyo, the COC Board of Directors allocated these funds to two projects: placing high-risk and COVID-positive/suspected positive homeless persons into motel-based non-congregate shelter, and creating a monitored parking and camping program, with hygiene facilities, to support homeless persons who could not or would not go into motel-based shelter.

The Eastern Sierra COC budget for these two projects has exceeded the allotted amount of state funding for COVID response. In recognition of the critical role that these projects play in helping Inyo County meet the metrics for supporting vulnerable populations that have allowed the local economy to reopen, Inyo County Department of Health and Human Services is allocating an additional \$40,000 in COVID response funds to the COC to continue these projects. Additional federal funds to support vulnerable populations during COVID are expected before the end of the year, which will provide additional support for these programs in the future.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could elect not to approve this MOU with the Eastern Sierra COC, which means the COC would no longer have funding for these COVID projects. At that time, the COC Board would have to find another funding stream to continue the projects or shut them down.

OTHER AGENCY INVOLVEMENT:

Eastern Sierra Continuum of Care

FINANCING:

100% COVID funding. We will be using PHEP COVID-19 Response monies that are in trust (505105) for these activities.

ATTACHMENTS:

1. MOU with Eastern Sierra Continuum of Care for Safe Parking

APPROVALS:

Meaghan McCamman	Created/Initiated - 7/10/2020
Darcy Ellis	Approved - 7/13/2020
Meaghan McCamman	Approved - 7/13/2020
Marilyn Mann	Approved - 7/13/2020
Melissa Best-Baker	Approved - 7/13/2020
Marshall Rudolph	Approved - 7/13/2020
Amy Shepherd	Approved - 7/14/2020
Rhiannon Baker	Approved - 7/14/2020
Meaghan McCamman	Final Approval - 7/16/2020

Memorandum of Understanding between the County of Inyo Department of Health and Human Services and the Eastern Sierra Continuum of Care to Support Emergency Operations in Response to COVID-19

WHEREAS, Inyo County has declared a Local Public Health Emergency due to the impacts of the Novel Coronavirus Disease 2019 (COVID-19) global pandemic; and

WHEREAS, COVID-19 is spread through the transmission of droplets from person to person, and the most important steps to prevent the spread of the virus are social distancing, wearing a facial covering, and regular handwashing; and

WHEREAS, Inyo County is home to a small population of homeless persons who camp, alone or in groups, in or around the town of Bishop; and

WHEREAS, each Local Public Health Department in the state of California has been tasked with reducing community transmission of COVID-19 by providing opportunities for social distancing, isolation and quarantine, and hygiene facilities for the homeless population; and

WHEREAS, the Inyo County Department of Health and Human Services has partnered with the Eastern Sierra Continuum of Care (COC) to serve this population; and

WHEREAS, the Eastern Sierra COC has sought to place as many people as possible in hotel rooms using Project Roomkey funds allocated for use in Inyo County by the State of California; and

WHEREAS, there remains a portion of the homeless population that is not able or does not want to utilize hotel-based shelter; and

WHEREAS, the cost of housing high-risk and/or isolated and quarantined homeless persons in hotel rooms, plus providing monitored parking and camping facilities has exceeded the amount of Project Roomkey funds provided to the COC for this purpose; and

WHEREAS, the County of Inyo Department of Health and Human Services (HHS) has received flexible emergency funding related to the COVID-19 pandemic that can be used to provide necessary pandemic response programs; and

WHEREAS, given the existence of individuals who do not wish to receive hotel-based shelter and the high cost of hotel-based shelter, HHS believes that providing additional funds to the Eastern Sierra COC to further the operation of their safe parking lot project would best serve the health needs of Inyo County's homeless population during this pandemic;

WHEREAS, the COC's safe parking lot project provides an area for homeless individuals to park a car or set up a tent while also ensuring social distancing and providing easy access to sanitation stations;

NOW, THEREFORE, Inyo County Department of Health and Human Services will provide an additional \$40,000 in COVID-19 emergency response funding to the Eastern Sierra COC. The Eastern Sierra COC agrees to utilize the funds received from Inyo County pursuant to this MOU to further the operation of the Eastern Sierra COC's safe parking lot project and provide

additional COVID-related services to the homeless population of Inyo County, as described above.

We, the undersigned, have read and agree with this MOU.

By: _____ Date: _____
Inyo County HHS Director

By: _____ Date: _____
Eastern Sierra COC



County of Inyo



Health & Human Services - First 5 DEPARTMENTAL - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Serena Johnson

SUBJECT: Board approval of Grant Agreement Number IMPACT 2020 – 14 between First 5 California and County of Inyo

RECOMMENDED ACTION:

Request Board ratify and approve the Grant Agreement Number IMPACT 2020 – 14 between the County of Inyo and First 5 California of Sacramento, CA for the provision of Quality Counts California early learning and care programs in an amount not to exceed \$209,774 for the period of July 1, 2020 through June 30, 2023, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Your board approved the application for this grant on April 28, 2020, and we are now requesting your Board approve the Grant Agreement and authorize the HHS Director to sign.

The First 5 California IMPACT 2020 grant is one part of the Quality Counts California (QCC) Local Consortia and Partnership Grants Request for Applications which is a unified plan to support continuous quality improvement of early learning and care programs across the continuum of early learning and care setting types. First 5 Inyo County is proposing to be the lead agency for the IMPACT 2020 funding from First 5 California. Inyo County Office of Education Child Development Division (ICOE) will be the lead agency for the California Department of Education (CDE) QCC Block Grant, the CDE California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block grant, and the federal Preschool Development Grant Birth through Five Renewal (PDG-R). This unified RFA represents \$307,166 in funding to raise the quality of early learning and care over a three-year grant period beginning fiscal year 2020-2021 and ending fiscal year 2022-2023. The three year IMPACT 2020 allocation total is \$209,774.

First 5 California IMPACT 2020 funding is specifically designed to fund quality improvement expansion and support providers serving high-need communities and populations not already receiving quality support. These include centers; family child care; family, friend and neighbor care providers; and alternative settings.

First 5 Inyo County activities as part of the IMPACT 2020 grant will include:

- Coordinating developmental screenings across setting types
- Providing coaching support to family, friend and neighbor sites utilizing Parents as Teachers home visiting curriculum
- Recruiting alternative sites such as libraries, resource centers, and play groups to join QCC
- Promoting Talk Read Sing literacy outreach and education communitywide, including books to all setting types

- Convening the quarterly local consortium meetings

First 5 Inyo County will subcontract a portion of the IMPACT services through competitive bids RFA for the following activities:

- Quality improvement coaching with CLASS
- Data entry and reporting utilizing iPinwheel

This funding will allow First 5 Inyo County to participate and help lead the effort to raise the quality of early learning and care in Inyo County, strengthening the early learning and care system to support young children and their families. These quality early learning and care experiences build the foundation for skills children need in school, work, and life.

We respectfully request your Board approve this grant agreement and authorize the HHS Director to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not accepting the funding would not allow First 5 Inyo County to support the countywide and statewide initiative to improve the quality of care in early learning settings.

OTHER AGENCY INVOLVEMENT:

Inyo County Office of Education - Child Development including Local Child Care Planning Council, Local Resource & Referral Agency, Alternative Payment Program; Cerro Coso Community College; local Head Start, State, and private preschools, licensed family child care homes, and Inyo County Office of Education - Special Education (SELPA)

FINANCING:

These monies will be recognized in First 5 (643000) in State Grants (4499).

ATTACHMENTS:

1. Grant Agreement Number IMPACT 2020 - 14
2. Inyo - QCC Application Required Partners Signature Page

APPROVALS:

Serena Johnson	Created/Initiated - 7/7/2020
Darcy Ellis	Approved - 7/8/2020
Marilyn Mann	Approved - 7/8/2020
Meaghan McCamman	Approved - 7/8/2020
Melissa Best-Baker	Approved - 7/8/2020
Marshall Rudolph	Approved - 7/8/2020
Amy Shepherd	Approved - 7/8/2020
Rhiannon Baker	Approved - 7/15/2020
Marilyn Mann	Final Approval - 7/15/2020

Grant Award Notification



GRANTEE NAME AND ADDRESS First 5 Inyo 568 West Line Street Bishop CA 93514					Grant Agreement Number IMPACT 2020 – 14	
Attention Serena Johnson					Date June 30, 2020	
Website https://www.inyocounty.us/services/health-human-services/public-health-and-prevention-division/first-5					Number of Site Targets 17	
Telephone 7608733262					Grant Award End Date June 30, 2023	
Name of Grant Program First 5 IMPACT (Improve and Maximize Programs so All Children Thrive) 2020						
GRANT DETAILS		Grant Award Amount \$209,774.00		Grant Award Start Date July 1, 2020		Grant Award End Date June 30, 2023
<p>First 5 California is pleased to inform you that your agency has been funded for the First 5 IMPACT 2020 grant. Grantees agree to comply with the terms and conditions in the Quality Counts California (QCC) Local Consortia and Partnership Grants Request for Application (RFA), including IMPACT 2020 Funding Details outlined on page 80, which is made a part of this Grant Award Notification (Agreement). The QCC Local Consortia and Partnership Grants RFA is located here for your reference: http://www.cfc.ca.gov/partners/gris.html#quality.</p> <p>This Agreement is not valid until the grantee has submitted a QCC Local Consortia and Partnership Grants Application approved via e-mail by First 5 California. Any invoices submitted without final approval of the grantee's QCC Local Consortia and Partnership Grants application will not be accepted. Additionally, this Agreement is made contingent upon the availability of funds. If the First 5 California State Commission takes action to reduce or defer the funding upon which this Agreement is based, then this Agreement will be amended accordingly.</p> <p>Please return the signed Agreement to the IMPACT 2020 Team via e-mail at IMPACT@first5.ca.gov. The authorized agent may sign electronically, or sign with an original signature, and scan and e-mail the Agreement to First 5 California.</p>						
First 5 California Contact Kristin Torres				Title Child Development Consultant		
E-mail Address ktorres@cfc.ca.gov					Telephone 916-263-2054	
Signature of the Executive Director of First 5 California or Designee ▶					Date	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable terms and conditions identified in the QCC Local Consortia and Partnership Grants RFA and agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent Marilyn Mann				Title Health & Human Services Director		
E-mail Address mmann@inyocounty.us					Telephone 760-873-6505	
Signature ▶					Date	
CCFC Fiscal Services Use Only						
Fund Title	Item	FY	Chapter	Statute	Projected Expenditures	
Education	4250-601-0634	2020-21 thru 2022-23	Prop 10	1998	\$62,932.20	
Child Care	4250-601-0636	2020-21 thru 2022-23	Prop 10	1998	\$104,887.00	
Research & Development	4250-601-0637	2020-21 thru 2022-23	Prop 10	1998	\$41,954.80	

Grant Award Notification (Continued)

1. All grantees shall agree to serve their community's children who are high-impact including those with high-needs, especially infants and toddlers, children living in poverty, dual language learners, foster children, children experiencing homelessness, children with disabilities, and children who are tribal, migrant, and/or live in rural/isolated communities.
2. All grantees shall be required to review and update their plans and budgets annually, or as directed by First 5 California, to reflect changes in policy, priorities, and focus of the First 5 California Commission, and to align with the priorities outlined in the Master Plan on Early Learning and Care.
3. All grantees shall comply with the IMPACT 2020 Funding Details located in Appendix H of the QCC Local Consortia and Partnership Grants RFA. Signing the Grant Award Agreement confirms that the grantee has read and agreed to those funding details.
4. At the direction of the Governor of California per Budget Letter 20-11 (http://www.dof.ca.gov/budget/Budget_Letters/documents/BL20-11.pdf), all grantees shall be reimbursed for expenses related to contract activities necessary to respond and/or reduce the spread of COVID-19, and demonstrates a cost-savings to the State of California until otherwise notified. Upon cease of the order from the Governor related to Budget Letter 20-11, the grantee shall be reimbursed for activities related to the terms of this Grant Award Agreement.
5. All grantees are required to comply with the data and reporting requirements of this grant, including the following:
 - a. An annual site-level QCC Common Data File, due annually in September, on behalf of their county or regional consortia. For the Common Data File submission upload, refer to the First 5 California Common Data File Upload System webpage at <http://www.cfc.ca.gov/partners/datasystems.html#upload>.
 - b. The QCC Consortium Annual Performance Report, due annually in October, which reflects all QRIS activities within their respective county or region. The QCC Annual Performance will be completed via survey and available in the Summer of 2020.
6. All grantees will submit quarterly invoices through the QCC Reporting Portal within a three-week reporting window following the end of each quarterly reporting period. Any invoice received outside of the three-week reporting window without prior approval (extension requests must be submitted at least 10 days in advance of the closure of the reporting window) will be required to wait until the next subsequent quarterly reporting period.
7. To receive reimbursement for QCC expenditures, lead agencies must:
 - a. Have an approved grant agreement, which includes Budget Template and Narrative setting forth the planned expenditures.
 - b. Maintain accurate fiscal data, in accordance with generally accepted accounting principles and standards for governmental entities and report actual expenditures by category.
 - c. Maintain documentation to substantiate that all costs are reasonable, necessary, allowable, and allocable to the grant (e.g., invoices, receipts, agreements).
 - d. Maintain time and effort records to support all salaries, wages, and benefits charged to the grant in accordance with the California School Accounting Manual. If the employee works on more than one activity or cost objective, the lead agency must maintain time and effort records to support the distribution of the employee's salary or wages among the activities or cost objectives.
 - e. Certify that the IMPACT 2020 match requirement has been satisfied
 - f. Retain all records related to this grant for at least five years; or when an audit has been requested, until the date the audit is resolved, whichever is longer.

Quality Counts California (QCC) Local Consortia and Partnership Grants
 Consortium Partner Signatures



Agency		rdietrich@inyocoe.org	760-873-5123	
Agency Type	Agency Name	Name of Representative	Title of Representative	
Alternative Payment Program	Inyo County Office of Education	Raquel Dietrich	Child Development Administrator	
	Signature	Email	Phone	Date
		rdietrich@inyocoe.org	760-873-5123	
Agency Type	Agency Name	Name of Representative	Title of Representative	
Institution of Higher Education	Cerro Coso Community College	Thomas J. Burke	Chancellor	
	Signature	Email	Phone	Date
	<i>Thomas J. Burke</i>	tburke@kccd.edu	661-336-5100	4-14-2020
Agency Type	Agency Name	Name of Representative	Title of Representative	
Foster Child Care Bridge (as applicable)				
	Signature	Email	Phone	Date

Quality Counts California (QCC) Local Consortia and Partnership Grants
 Consortium Partner Signatures



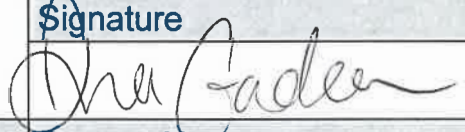

Required Partners

Agency Type	Agency Name	Name of Representative	Title of Representative	
First 5 county commission	Inyo County Health & Human Services	Anna Scott	First 5 Commission Chair	
	Signature	Email	Phone	Date
		ascott@inyocounty.us	760-873-7868	
Agency Type	Agency Name	Name of Representative	Title of Representative	
Child Care Licensing Regional Office	CDSS Region Four – Palmdale Regional Office	Scott Herring	Regional Manager	
	Signature	Email	Phone	Date
	<i>Scott Herring</i>	scott.herring@dss.ca.gov	661-202-3318	4/15/2020
Agency Type	Agency Name	Name of Representative	Title of Representative	
Local Child Care Planning Council	Inyo County Office of Education	Ana Gadea	Program Coordinator	
	Signature	Email	Phone	Date
		agadea@inyocoe.org	760-873-5123	
Agency Type	Agency Name	Name of Representative	Title of Representative	
Local Educational Agency	Inyo County Office of Education	Barry Simpson	Superintendent of Schools	
	Signature	Email	Phone	Date
		bsimpson@inyocoe.org	760-873-3262	
Agency Type	Agency Name	Name of Representative	Title of Representative	
Local Resource and Referral	Inyo County Office of Education	Raquel Dietrich	Child Development Administrator	
	Signature	Email	Phone	Date

Quality Counts California (QCC) Local Consortia and Partnership Grants
Consortium Partner Signatures



Required Partners

Agency Type	Agency Name	Name of Representative	Title of Representative	
First 5 county commission	Inyo County Health & Human Services	Anna Scott	First 5 Commission Chair	
	Signature	Email	Phone	Date
		ascott@inyocounty.us	760-873-7868	
Agency Type	Agency Name	Name of Representative	Title of Representative	
Child Care Licensing Regional Office	CDSS Region Four – Palmdale Regional Office	Scott Herring	Regional Manager	
	Signature	Email	Phone	Date
		scott.herring@dss.ca.gov	661-202-3318	
Agency Type	Agency Name	Name of Representative	Title of Representative	
Local Child Care Planning Council	Inyo County Office of Education	Ana Gadea	Program Coordinator	
	Signature	Email	Phone	Date
		agadea@inyocoe.org	760-873-5123	4/15/2020
Agency Type	Agency Name	Name of Representative	Title of Representative	
Local Educational Agency	Inyo County Office of Education	Barry Simpson	Superintendent of Schools	
	Signature	Email	Phone	Date
		bsimpson@inyocoe.org	760-873-3262	4/16/2020
Agency Type	Agency Name	Name of Representative	Title of Representative	
Local Resource and Referral	Inyo County Office of Education	Raquel Dietrich	Child Development Administrator	
	Signature	Email	Phone	Date

Quality Counts California (QCC) Local Consortia and Partnership Grants
Consortium Partner Signatures

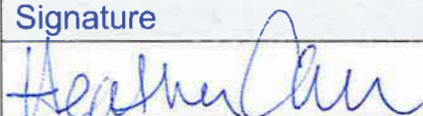


Agency	<i>Raquel Dietrich</i>	rdietrich@inyocoe.org	760-873-5123	4/15/2020
Agency Type	Agency Name	Name of Representative	Title of Representative	
Alternative Payment Program	Inyo County Office of Education	Raquel Dietrich	Child Development Administrator	
	Signature	Email	Phone	Date
	<i>Raquel Dietrich</i>	rdietrich@inyocoe.org	760-873-5123	4/15/2020
Agency Type	Agency Name	Name of Representative	Title of Representative	
Institution of Higher Education	Cerro Coso Community College	Deborah Martin	Chief Financial Officer	
	Signature	Email	Phone	Date
		debmartin@kccd.edu	661-336-5124	
Agency Type	Agency Name	Name of Representative	Title of Representative	
Foster Child Care Bridge (as applicable)				
	Signature	Email	Phone	Date

Quality Counts California (QCC) Local Consortia and Partnership Grants
 Consortium Partner Signatures



Suggested Local Partners

Agency Type	Agency Name	Name of Representative	Title of Representative	
Local Tribal Representative	Bishop Indian Head Start	Susie Cisneros	Director	
	Signature	Email	Phone	Date
		susie.cisneros@bishoppaiute.org	760-937-6735	
Agency Type	Agency Name	Name of Representative	Title of Representative	
County Health and Human Services Agency	Inyo County Health & Human Services	Marilyn Mann	Health & Human Services Director	
	Signature	Email	Phone	Date
		mmann@inyocounty.us	760-873-6505	
Agency Type	Agency Name	Name of Representative	Title of Representative	
Special Education Local Plan Area	Inyo County Office of Education	Heather Carr	SELPA Director	
	Signature	Email	Phone	Date
		hcarr@inyocoe.org	760-873-3262	4-16-2020
Agency Type	Agency Name	Name of Representative	Title of Representative	
County Department of Social Services				
	Signature	Email	Phone	Date
Agency Type	Agency Name	Name of Representative	Title of Representative	
County Department of Public Health				
	Signature	Email	Phone	Date

Quality Counts California (QCC) Local Consortia and Partnership Grants
 Consortium Partner Signatures



Suggested Local Partners

Agency Type	Agency Name	Name of Representative	Title of Representative	
Local Tribal Representative	Bishop Indian Head Start	Susie Cisneros	Director	
	Signature	Email	Phone	Date
	<i>Susie Cisneros</i>	susie.cisneros@bishoppaiute.org	760-937-6735	4/15/20
Agency Type	Agency Name	Name of Representative	Title of Representative	
County Health and Human Services Agency	Inyo County Health & Human Services	Marilyn Mann	Health & Human Services Director	
	Signature	Email	Phone	Date
		mmann@inyocounty.us	760-873-6505	
Agency Type	Agency Name	Name of Representative	Title of Representative	
Special Education Local Plan Area	Inyo County Office of Education	Heather Carr	SELPA Director	
	Signature	Email	Phone	Date
		hcarr@inyocoe.org	760-873-3262	
Agency Type	Agency Name	Name of Representative	Title of Representative	
County Department of Social Services				
	Signature	Email	Phone	Date
Agency Type	Agency Name	Name of Representative	Title of Representative	
County Department of Public Health				
	Signature	Email	Phone	Date

Quality Counts California (QCC) Local Consortia and Partnership Grants
 Consortium Partner Signatures



Required Partners

Agency Type	Agency Name	Name of Representative	Title of Representative	
First 5 county commission	Inyo County Health & Human Services	Anna Scott	Commission Chair	
	Signature	Email	Phone	Date
	<i>Anna Scott</i>	ascott@inyocounty.us	760-873-7868	4/28/20
Agency Type	Agency Name	Name of Representative	Title of Representative	
Child Care Licensing Regional Office	CDSS Region Four – Palmdale Regional Office	Scott Herring	Regional Manager	
	Signature	Email	Phone	Date
		scott.herring@dss.ca.gov	661-202-3318	
Agency Type	Agency Name	Name of Representative	Title of Representative	
Local Child Care Planning Council	Inyo County Office of Education	Ana Gadea	Program Coordinator	
	Signature	Email	Phone	Date
		agadea@inyocoe.org	760-873-5123	
Agency Type	Agency Name	Name of Representative	Title of Representative	
Local Educational Agency	Inyo County Office of Education	Barry Simpson	Superintendent of Schools	
	Signature	Email	Phone	Date
		bsimpson@inyocoe.org	760-873-3262	
Agency Type	Agency Name	Name of Representative	Title of Representative	
Local Resource and Referral Agency	Inyo County Office of Education	Raquel Dietrich	Child Development Administrator	
	Signature	Email	Phone	Date
		rdietrich@inyocoe.org	760-873-5123	

Quality Counts California (QCC) Local Consortia and Partnership Grants
 Consortium Partner Signatures




Agency Type	Agency Name	Name of Representative	Title of Representative	
Alternative Payment Program	Inyo County Office of Education	Raquel Dietrich	Child Development Administrator	
	Signature	Email	Phone	Date
		rdietrich@inyocoe.org	760-873-5123	
Agency Type	Agency Name	Name of Representative	Title of Representative	
Institution of Higher Education	Cerro Coso Community College	Deborah Martin	Chief Financial Officer	
	Signature	Email	Phone	Date
		debmartin@kccd.edu	661-336-5124	
Agency Type	Agency Name	Name of Representative	Title of Representative	
Foster Child Care Bridge (as applicable)				
	Signature	Email	Phone	Date

Quality Counts California (QCC) Local Consortia and Partnership Grants
 Consortium Partner Signatures



Suggested Local Partners

Agency Type	Agency Name	Name of Representative	Title of Representative	
Local Tribal Representative	Bishop Indian Head Start	Susie Cisneros	Director	
	Signature	Email	Phone	Date
		susie.cisneros@bishoppaiute.org	760-937-6735	
Agency Type	Agency Name	Name of Representative	Title of Representative	
County Health and Human Services Agency	Inyo County Health & Human Services	Marilyn Mann	Health & Human Services Director	
	Signature	Email	Phone	Date
		mmanm@inyocounty.us	760-873-6505	5/15/2020
Agency Type	Agency Name	Name of Representative	Title of Representative	
Special Education Local Plan Area	Inyo County Office of Education	Heather Carr	SELPA Director	
	Signature	Email	Phone	Date
		hcarr@inyocoe.org	760-873-3262	
Agency Type	Agency Name	Name of Representative	Title of Representative	
County Department of Social Services				
	Signature	Email	Phone	Date
Agency Type	Agency Name	Name of Representative	Title of Representative	
County Department of Public Health				
	Signature	Email	Phone	Date



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Debbe Ditmar

SUBJECT: Ratify Short Term Contract between County of Inyo and D.N.S Solutions, Inc of Tarzana, CA for COVID-19 One Time Deep Cleaning Janitorial and Monthly Cleaning Maintenance Services at specific HHS Offices in Bishop.

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and D.N.S Solutions Inc. of Tarzana, CA for the provision of COVID-19 Janitorial and Cleaning Maintenance Services in the amount of \$31,652.83 for the period of July 1, 2020 through December 31, 2020, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The Department of Health and Human Services has partnered with the Department of Public works to ensure that specific County office buildings have the cleaning resources necessary to fulfill the requirements outlined in the California Department of Public Health document *COVID-19 Industry Guidance for Office Work Spaces*. This is a short term emergency contract for monthly COVID-19 Janitorial Services through December 2020, and a one time deep cleaning of HHS offices located in Bishop. D.N.S Solutions, Inc. is a company that completes the full spectrum cleaning that is required for the COVID-19 office workspace guidelines, therefore we request to authorize them as our Sole Source provider for these janitorial services.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board can decide not to approve this contract which is not recommended by HHS or Public Works, due to the urgent need for these COVID-19 janitorial services for Public Health compliance and to ensure the safety of our employees and members of the public that enter these offices on a daily basis.

OTHER AGENCY INVOLVEMENT:

County Counsel
Office of the CAO
Risk Management
Auditors

FINANCING:

This will be included in the recommended budget for FY 20/21, and will be paid out of Budget 010208- CAO- COVID19 5265 Professional Services

ATTACHMENTS:

1. D.N.S. Solutions Contract

APPROVALS:

Debbe Ditmar	Created/Initiated - 7/9/2020
Darcy Ellis	Approved - 7/9/2020
Debbe Ditmar	Approved - 7/9/2020
Marshall Rudolph	Approved - 7/10/2020
Amy Shepherd	Approved - 7/15/2020
Aaron Holmberg	Approved - 7/20/2020
Clint Quilter	Approved - 7/20/2020
Michael Errante	Final Approval - 7/20/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND D.N.S Solutions, Inc.
FOR THE PROVISION OF COVID-19 Janitorial and Cleaning Maintenance SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the COVID-19 Janitorial and Cleaning Maintenance services of D.N.S Solutions, Inc. of Tarzana, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Chris Cash, whose title is: Deputy Director of Public Works. 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 July 1, 2020 to December 31, 2020 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 \$31,652.83 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, ET CETERA.

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

7. COUNTY PROPERTY.

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

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

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

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-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 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-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:

County of Inyo	
Public Works	Department
_____	Street
P.O. Drawer Q	_____
_____	City and State
Independence, CA 93526	

Contractor:	
D.N.S Solutions, Inc.	Name
_____	Street
P.O. Box 571762	_____
_____	City and State
Tarzana, CA 91367	

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 D.N.S Solutions, Inc.

FOR THE PROVISION OF COVID-19 Janitorial and Cleaning Maintenance SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

Signature

By: Lana Scott

Signature

Print or Type Name

Lana Scott
Print or Type Name

Dated: _____

Dated: 7/14/2020

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND D.N.S Solutions, Inc.

FOR THE PROVISION OF COVID-19 Janitorial and Cleaning Maintenance SERVICES

TERM:

FROM: July 1, 2020 TO: December 31, 2020

SCOPE OF WORK:

1. Provide an initial deep cleaning in specific areas identified by Inyo County Health and Human Services. Elements of Deep Cleaning are described in Attachment A/Exhibit 1.

Deep Cleaning - to be performed at the following locations on a weekend:

- 568 W Line Street (WIC Office) – Restrooms only
- 912, 914, 916 and 918 N. Main Street (Employment & Eligibility and Probation) –Restrooms Only
- 162 Grove Street (BH, CPS, APS) – Restrooms, lobby, group rooms, hallways
- 207 and 207A South Street (Public Health) – Restrooms, 2 clinic exam rooms

2. Provide ongoing janitorial services Monday-Friday, between the hours of 8am-5pm, ensuring that all Bishop-based County office buildings receive cleaning and sanitizing of high-touch items and common areas as described in the CPDH document COVID-19 Industry Guidance for Office Workspaces. Elements of ongoing janitorial services are described in Attachment A/Exhibit 2.

Daily Janitorial Services - to be performed at the following locations Monday – Friday, 8am-5pm:

- 568 W Line Street (WIC Office)
- 912, 914, 916 and 918 N. Main Street (Employment & Eligibility and Probation)
- 162 Grove Street (BH, CPS, APS)
- 207 and 207A South Street (Public Health)
- 210 Academy Ave (Bishop Library)
- 163 May Street (Administration)
- 162 East Line Street (District Attorney, Child Support Services)

Deep Cleaning Service Description

Deep Cleaning —Including, but not limited to, the public lobby, employee work area, kitchenettes, conference rooms, training rooms, hallways and any other designated rooms

A neutral disinfectant cleaner / deodorizer shall be used to perform the deep cleaning

Bathrooms

- Power scrub bathroom floors
- Wipe down all areas around base of toilet, flush handles, toilet seats, underneath toilet seat covers, inside toilet bowl, urinals, urinal handles, underneath wash sinks, receptacles.
- Spot wash walls and wall areas behind washbasins and entrance doors.
- Wipe down all flat surfaces, mirrors, mirror frames, window glass and windowsills, handrails, sink fixtures, doorknobs, door push plates, and doors.
- Wipe down light/power switches,
- Mop floor baseboards and trim, strip and wax bath floors
- Remove any graffiti from walls, partitions, mirrors, and fixtures.
- Clean all glass and mirrors with a streak-free glass cleaner

Conference and Training Rooms

- Carpet clean entire room area
- Remove all movable obstacles and vacuum carpet and mats to remove dust and dirt, paper clips., staples, rubber bands, and other foreign objects. including from around furniture and modular systems
- Wipe clean all chair handles, chair handrails, chair back-rest, chair head rest
- Wipe down cabinet handles, cabinet tops, doorknobs, door rails, wipe away any residual cleaner from sills, walls, and frames.
- Wipe clean signs, work counters, workstation modules, work surfaces, public counters, delineator (stanchion) ropes and stands, testing tables, file cabinets, appliances, vending machines, and walls.
- Wipe with disinfectant cleaner all phones, drinking fountains (including underneath, front and sides), sinks, and break room tables and counters, removing all fingerprints and debris.

Hallways and Kitchenettes

- Wipe clean microwave exterior box and handles
- Wipe clean refrigerator exterior box, handles, and dispensers
- Wipe clean sink fixtures, spouts, and handles
- Wipe clean all countertop surfaces, tables, chairs, chairs seats, chair handles, and chair head rest
- Wipe clean walls and baseboards, light switches, safety kit boxes, thermostat boxes, door handles, all doorknobs, file cabinet handles,
- Carpet clean entire path area

Detailed description of work to be performed and duties of all parties:

A. General

- (1) Unless expressly stated otherwise, the custodian shall perform services in all general building areas.
- (2) The Custodian shall use a disinfectant, cleaner, and deodorizer product for the cleaning and disinfection services under this Agreement.
- (3) The Custodian shall supply all other equipment, cloths, mops, brooms, and all other cleaners.

B. To reduce cross contamination, mops and cloths shall be new or laundered prior to use, changed out frequently during the service, and shall not be shared between rooms.

- (4) The Custodian must sign in and sign out upon arrival and departure from the office (must provide legible full name, date, time, and employer name).

C. Cleaning and Disinfection Services

- (1). Restrooms (Public and Employee)

D. The Custodian shall clean and disinfect the following:

- (1) Fixtures including but not limited to, handles, doorknobs, levers, faucets, water closets, urinals, washbasins, receptacles (waste and sanitary napkin), and dispensers.
- (2) Areas around bases of toilets and urinals, in corners, along edges, under sinks and receptacles, around partition legs and vanity, and exposed pipes attached to washbasins, urinals, and stools.
- (3) Walls behind washbasins and entrance doors.
- (4) Surfaces including but not limited to, sinks, counters, changing tables, windowsills, ledges, stall dividers, wall surfaces, and doors.
- (5) Floors, baseboards, cove base, and floor trim.

E. Common Areas and Rooms —Hallways, public lobby, employee work areas, first-aid lactation room, turn-in room, employee break areas, and any other common area rooms.

a. The Custodian shall clean and disinfect the following:

- (1) All signs, work counters, workstation modules, work surfaces, public counters, delineator (stanchion) ropes and stands, testing tables, file cabinets, bookcases, appliances, and vending machines.
- (2) All interior walls, doors, windows, and lateral hard surfaces up to eight feet (8') from the ground.
- (3) All phones, drinking fountains (including underneath, front and sides), break room sinks, break room tables, and counters.
- (4) All interior wastebaskets and trash receptacles.
- (5) All lobby, employee and break room chairs, including legs, backs, and underside.

F. All Floors

- a. The Custodian shall move chairs, mats, waste receptacles, and delineators (stanchions) prior to sweeping and mopping. Do not drag chairs or other furniture across the lobby floors.
 - b. The Custodian shall sweep floors to remove all dirt and debris.
 - c. The Custodian shall mop floors with the DMV-provided disinfectant cleaner (deodorizer).
- (1). Floors must be thoroughly dry before returning any equipment, furniture, or other items to their original locations.
 - (2). After mopping, clean and disinfect all baseboards and stationary furniture/equipment.
 - (3). Return moveable obstacles to original places when mopping is completed.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND D.N.S Solutions, Inc.

FOR THE PROVISION OF COVID-19 Janitorial and Cleaning Maintenance SERVICES

TERM:

FROM: July 1, 2020

TO: December 31, 2020

SCHEDULE OF FEES:

See attachment B

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND D.N.S Solutions, Inc.

FOR THE PROVISION OF COVID-19 Janitorial and Cleaning Maintenance SERVICES

TERM:

FROM: July 1, 2020

TO: December 31, 2020

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

For any claims related to this contract, the Contractor'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 Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the 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 Contractor to purchase coverage with a lower deductible or retention or 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.

Verification of Coverage

Contractor 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 Contractor'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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSUREDS -
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number: CN107633602	Endorsement Effective: 8/29/2019	12:01 a.m.
Named Insured: Lena Scott, DBA: DNS Solutions, Inc.	Counter Signed By: 	

SCHEDULE

<p>Name of Person or Organization: Any person or organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy.</p>
<p>Location:</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to “bodily injury” or ”property damage” occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than services, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed: or
- (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The words “you” and “your” refer to the Named Insured shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

D. The following are added to **SECTION V – DEFINITIONS**:

“Your work” means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

E. The following additional provisions apply to any entity that is an insured by the terms of this endorsement:

1. Primary Wording

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

2. Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of “you work” done under a contract with that person or organization.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Premium:

The additional premium charge for this endorsement shall be 3 percent of the California Workers' Compensation pre-mium otherwise due subject to a minimum premium of \$750 per policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/25/2020

Policy No. MWC0142320-02

Endorsement No.

Insured: DNS Solutions Inc

Premium (See Attached)

Insurance Company:
MWC14000510

Markel Insurance Company

Countersigned by _____

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County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Chris Cash

SUBJECT: Birchim Lane Emergency Repair Update

RECOMMENDED ACTION:

Request Board: A) review the emergency action approved at the July 7, 2020 meeting in regards to the repaving of Birchim Lane; and B) determine that there is a need to continue the emergency action in accordance with Public Contract Code Section 22050 (*4/5ths vote required*).

SUMMARY/JUSTIFICATION:

During the July 7, 2020 meeting of the Board of Supervisors, your Board took action to approve Resolution No. 2020-31, authorizing emergency pavement repair and construction on Birchim Lane. Pursuant to Public Contract Code Section 22050, the Board shall review and determine whether there is a need to continue the emergency action at its next regular meeting and each regular meeting thereafter until the action is terminated. The Department of Public Works recommends that the emergency action be continued until the work contemplated on Birchim Lane has been completed and the contract is formally accepted as complete. Construction began on July 20, 2020 and was completed on July 23, 2020. The emergency action will be terminated at Board at the time of contract acceptance.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The funding for the emergency contract is available in the Road Budget 034600, Object Code 5719 - Birchim Lane. Continuation of the emergency action will not change the previously approved finance details.

ATTACHMENTS:

1. Resolution No. 2020-31

APPROVALS:

Trevor Taylor

Created/Initiated - 7/14/2020

Darcy Ellis

Approved - 7/14/2020

Trevor Taylor

Approved - 7/22/2020

Breanne Nelums

Approved - 7/22/2020

Chris Cash

Approved - 7/22/2020

Marshall Rudolph

Approved - 7/22/2020

Amy Shepherd

Approved - 7/22/2020

Michael Errante

Final Approval - 7/22/2020

RESOLUTION NO. 2020-31

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING
EMERGENCY PAVEMENT REPAIR AND CONSTRUCTION ON BIRCHIM LANE**

WHEREAS, Birchim Lane currently serves as the primary access road for the community of 40 Acres due to the 2017 washout of the North Round Valley Road bridge spanning Pine Creek; and

WHEREAS, the condition of Birchim Lane has been found to be a serious ingress/egress issue for the community of 40 Acres and a clear hazard for the travelling public due to unacceptable bleeding of asphalt oil and a dust/debris hazard created by current efforts to mitigate oil bleeding with cinder and sand spreading; and

WHEREAS, restoration of Birchim Lane to an acceptable condition as a primary access road for the residents of 40 Acres is necessary to ensure adequate emergency response access and to prevent or mitigate the loss or impairment of life or property, and it is necessary to commence repair immediately; and

WHEREAS, under such circumstances, Section 20134(a) of the California Public Contract Code provides that the board of supervisors, by four-fifths vote, may proceed at once to repair the condition of Birchim Lane without adopting the plans, specifications, strain sheets or working details or, subject to Public Contract Code section 22050, giving notice for bids to let contracts.

NOW, THEREFORE, BE IT RESOLVED by the Inyo County Board of Supervisors as follows:

SECTION ONE: The Board finds that an emergency exists with respect to the ingress/egress issues created by the condition of Birchim Lane and that repairs to restore Birchim Lane to an adequate condition as a primary access road are necessary immediately to prevent or mitigate the loss or impairment of life or property and to allow for sufficient emergency access.

SECTION TWO: The Inyo County Board of Supervisors finds based on the foregoing and other evidence presented to it, which shall be set forth in the minutes of the meeting at which this Resolution is adopted, that the emergency need for repairs described above will not permit a delay resulting from a competitive solicitation for bids, and that the repairs are necessary to respond to the emergency.

SECTION THREE: Pursuant to Public Contract Code sections 20134(a) and 22050, the Board of Supervisors hereby delegates to the Public Works Director or his designee the authority to order and contract for the emergency repairs discussed above and to take any directly related and immediate action required by that emergency, in an amount not to exceed \$383,628.96, without the Board adopting the plans, specifications, strain sheets, or working details and without giving notice for bids to let contracts, to the fullest extent permitted by those code sections and other applicable law.

SECTION FOUR: In accordance with Public Contract Code Section 22050, the Board shall review and determine whether is a need to continue the emergency action at its next regular meeting and each regular meeting thereafter until the action is terminated.


PASSED AND ADOPTED this 7th day of July, 2020 by the following vote:

AYES : -5- Supervisors Griffiths, Kingsley, Pucci, Tillemans, Totheroh

NOES : -0-

ABSTAIN: -0-

ABSENT: -0-



Chair, Board of Supervisors

ATTEST: Clint G. Quilter
Clerk of the Board

By: 

Darcy Ellis, Assistant



County of Inyo



County Administrator - Information Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Information Services

SUBJECT: Ratify Strictly Technology Purchases and Blanket Purchase Order

RECOMMENDED ACTION:

Request Board ratify and approve purchases for the Fiscal Year 2020-2021 from Strictly Technology, Inc of Ft. Lauderdale, FL in the amount of \$35,518.65, which includes \$11,518.65 for purchases in July 2020, and a blanket purchase order request in the amount of \$24,000.00 to cover expected purchases for the remainder of the fiscal year.

SUMMARY/JUSTIFICATION:

The County Purchasing Policy requires that purchases from one vendor that exceed \$10,000.00 in a fiscal year must be approved by the Board. The County has planned purchases of \$11,518.65 already in July, including the purchase of a \$9,240 video camera controller for the Boardroom streaming video system. Based on past years' purchases using competitive pricing comparisons, we expect to purchase approximately \$24,000 in additional technology-related equipment from Strictly Technology. We respectfully request approval for the purchases in July totaling \$11,518.65, as well as a \$24,000 Blanket purchase order for those expected purchases from Strictly Technology.

Purchases from Strictly Technology, Inc are primarily for computers or computer technology and related items. Adhering to the County Purchasing Policy, we request at least three quotes from vendors prior to purchasing items, and we purchase the items using the lowest-cost quote.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this request which would result in our department purchasing higher priced items from a different vendor.

OTHER AGENCY INVOLVEMENT:

FINANCING:

These expenses are budgeted in various Information Services and CAO budgets (011801, 011808, 010200, 010800), most often in the Equipment Object Code and the Office and Other Equipment Object Code

(5650/5232).

ATTACHMENTS:

APPROVALS:

Lavon Sargent
Darcy Ellis
Amy Shepherd
Scott Armstrong

Created/Initiated - 7/16/2020
Approved - 7/16/2020
Approved - 7/16/2020
Final Approval - 7/16/2020



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of July 14, 2020, and the special Board of Supervisors meetings of July 21, 2020 and July 23, 2020.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 7/16/2020
Final Approval - 7/16/2020



County of Inyo



Agricultural Commissioner - OVMAP

TIMED ITEMS - ACTION REQUIRED

MEETING: July 28, 2020

FROM: Ag Commissioner

SUBJECT: Public Hearings to Consider the Ordering of Services and Levy of the Assessments for Fiscal Year 2020-2021 for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment" and Adoption of a Resolution

RECOMMENDED ACTION:

Request Board: A) hold a public hearing for the proposed continuation of the assessments for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment" in order to receive any public input on the proposed continuation of the assessments, the proposed assessment budget for Fiscal Year 2020-2021 and the services and programs, the assessments fund, and any other issues related to the assessments; and B) adopt a proposed resolution approving the Engineer's Report, and confirming the diagram and assessments for Fiscal Year 2020-2021 for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment."

SUMMARY/JUSTIFICATION:

Proposed assessment for Fiscal Year:

The assessments can be levied annually. The assessments for "Mosquito Control and Disease Prevention Assessment" includes an annual increase equal to the change in the Los Angeles Area Consumer Price Index ("CPI"), not to exceed 3% (three percent) per year without a further vote or balloting process.

The change in the CPI from December 2018 to December 2019 was 2.45% and the Unused CPI carried forward from the previous fiscal year is 0.86%. Therefore, the change in the assessment rate for Fiscal Year 2020-2021 is 3%; the assessment rate for Fiscal Year 2020-2021 is \$26.47 per single-family equivalent benefit unit with estimated total annual assessment revenues of \$220,750.

The assessment rate for Fiscal Year 2020-2021 for "The Owens Valley Mosquito Abatement Program Assessment" is \$20.80 per benefit unit with estimated total annual assessment revenues of \$205,685.

This public hearing was noticed by publication in the Inyo Register on July 18, 2020.

It is recommended that your Board hold a public hearing on the proposed continuation of the assessments. After due consideration of any public comments regarding the proposed continuation of the assessments and the services funded by the assessments, it is recommended that Your Board approve a Resolution to continue the assessments for Fiscal Year 2020-21 and to direct additional actions related to the continue of the assessments.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On July 21, 1998, after conducting a ballot proceeding, this Board by its Ordinance No. 1002 authorized the levy of assessments for the financing and execution of the Owens Valley Mosquito Abatement Program projects; pursuant to the provisions of Government Code Section 25842.5, 53750, and 53753i, Health and Safety Code Sections 2270 et. seq. (repealed and replaced by Health and Safety Code Section 2000 et. seq.) and Articles XI and XIII D of the California Constitution.

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

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

SCI Consulting Group, the Engineer of Work for purposes of these proceedings, has hereby prepared Engineer's Reports for "Owens Valley Mosquito Abatement Program Assessment" and for "Mosquito Control and Disease Prevention Assessment". These Engineer's Reports include the proposed budget for the assessments for Fiscal Year 2020-2021 and the updated proposed assessments for each parcel in the Program's area within Inyo County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to adopt the resolution outlined in the Departmental Recommendation. This would result in the discontinuation of mosquito control services for the Owens Valley Mosquito Abatement Program district increasing the risk of mosquito-borne disease transmission and nuisance mosquito conditions.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The resolution, if adopted, would result in estimated revenue of \$426,435 to the Owens Valley Mosquito Abatement Program (Budget Unit 154101) for Fiscal Year 2020-2021.

The expenditure will be provided in the FY 20/21 department requested budget. There will be no fiscal impact to the Inyo County general fund as OVMAP is a non-general fund program. There are sufficient funds in Budget Unit 154101, Object Code 5265 to cover this expense.

ATTACHMENTS:

1. OVMAP 20 Resolution
2. OVMAP (Assessment 1) Engineer's Report 20
3. OVMCDPA (Assessment 2) Engineer's Report 20

APPROVALS:

Alexandra Barbella	Created/Initiated - 7/16/2020
Darcy Ellis	Approved - 7/16/2020
Alexandra Barbella	Approved - 7/20/2020
Nathan Reade	Approved - 7/20/2020

Marshall Rudolph
Amy Shepherd
Nathan Reade

Approved - 7/21/2020
Approved - 7/21/2020
Final Approval - 7/21/2020

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
ADMINISTERING THE OWENS VALLEY MOSQUITO ABATEMENT
PROGRAM
APPROVING THE ENGINEER'S REPORTS, CONFIRMING THE
ASSESSMENT DIAGRAM AND ASSESSMENT AND ORDERING THE LEVY
OF ASSESSMENTS
FOR FISCAL YEAR 2020-2021 FOR THE OWENS VALLEY MOSQUITO
ABATEMENT PROGRAM ASSESSMENT (ASSESSMENT NO. 1)
AND FOR THE MOSQUITO CONTROL AND DISEASE PREVENTION
ASSESSMENT (ASSESSMENT NO. 2)**

WHEREAS, the Owens Valley Mosquito Abatement Program is authorized, pursuant to the authority provided in Health and Safety Code Section 2082 and Article XIID of the California Constitution, to levy assessments for mosquito abatement services and

WHEREAS, such mosquito abatement services provide tangible public health benefits, reduced nuisance benefits and other special benefits to the public and properties within the areas of service; and

WHEREAS, Assessment No. 1 has been given the distinctive designation of the "Owens Valley Mosquito Abatement Program Assessment," ("Assessment No. 1"); and

WHEREAS, Assessment No. 1 was authorized by an assessment ballot proceeding conducted in 1998 and approved by 70.9% of the weighted ballots returned by property owners, and such assessments were levied by the Inyo County Board of Supervisors of the Owens Valley Mosquito Abatement Program Assessment by Ordinance No. 1002 Section 5 (part), 1998 passed on July 21, 1998, and continued every year thereafter.

WHEREAS, Assessment No. 2 has been given the distinctive designation of the "Mosquito Control and Disease Prevention Assessment" ("Assessment No. 2"); and

WHEREAS, Assessment No. 2 was authorized by an assessment ballot proceeding conducted in 2005 and approved by 71% of the weighted ballots returned by property owners, and such assessments were levied by the Inyo County Board of Supervisors of the Owens Valley Mosquito Abatement Program Mosquito Control and Disease Prevention Assessment by Resolution No. 2005-24 passed on May 10, 2005 and continued every year thereafter; and

WHEREAS a notice of a public hearing was published in the Inyo County Register and at the appointed time and place of July 28, 2020 at the hour of 11:00 a.m. held as a teleconference meeting pursuant to Governor Gavin Newsom's executive order N-29-20, the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the levy were fully heard and considered by this Board, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Board thereby acquired jurisdiction to order the continuation of the assessments prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

NOW, THEREFORE, BE IT RESOLVED by the Inyo County Board of Supervisors that:

SECTION 1. The above recitals are true and correct

SECTION 2. SCI Consulting Group, the Engineer of Work for purposes of these proceedings, has hereby prepared Engineer's Reports for Assessment No. 1 and for Assessment No. 2 (the "Reports") in accordance with the provisions of the Health and Safety Code section 2080 et seq. and Article XIII D of the California Constitution and has filed the Reports with the Clerk of the Board of Supervisors for submission to the Board. The Reports are hereby deemed sufficient

SECTION 3. The public interest, health, convenience and necessity require that the assessments be continued.

SECTION 4. The Engineer's Report for Assessment No. 1 together with the diagram of the Assessment contained therein and the proposed assessment roll for Fiscal Year 2020-2021 is hereby confirmed and approved.

SECTION 5. The Engineer's Report for Assessment No. 2 together with the diagram of the Assessment contained therein and the proposed assessment roll for Fiscal Year 2020-2021 is hereby confirmed and approved.

SECTION 6. That based on the oral and documentary evidence, including the Engineer's Report for Assessment No. 1, offered and received at the public hearing, the Board expressly finds and determines that: (a) each of the several lots and parcels of land within the Program Boundaries will be specially benefited by the services to be financed by the assessment proceeds in at least the amount of the assessment apportioned against such lots and parcels of land, respectively; and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, said finding and determination

as to special benefit to property with the Program Boundaries from the Mosquito Abatement services to be financed with the assessment proceeds.

SECTION 7. That based on the oral and documentary evidence, including the Engineer's Report for Assessment No. 2, offered and received at the public hearing, the Board expressly finds and determines that: (a) each of the several lots and parcels of land within the Program Boundaries District will be specially benefited by the services to be financed by the assessment proceeds in at least the amount of the assessment apportioned against such lots and parcels of land, respectively; and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, said finding and determination as to special benefit to property with the Program Boundaries from the mosquito control and disease prevention services to be financed with assessment proceeds.

SECTION 8. That assessment for Fiscal Year 2020-2021 for Assessment No. 1 shall be continued at the assessment rate of TWENTY DOLLARS AND EIGHTY CENTS (\$20.80) per single-family equivalent benefit unit with estimated total annual assessment revenues of \$205,685.

SECTION 9. That the assessments for Assessment No. 2 included an annual increase equal to the change in the Los Angeles Area Consumer Price Index ("CPI"), not to exceed 3% (three percent) per year without a further vote or balloting process. The annual CPI change for the Los Angeles Area from December 2018 to December 2019 was 2.45%, and the unused CPI carried forward from previous fiscal years is 0.86%. Therefore, the maximum authorized assessment rate for fiscal year 2020-2021 is \$26.47 per single family equivalent benefit unit. The proposed assessment rate for Fiscal Year 2020-2021 is \$26.47 per single-family equivalent benefit unit which is the maximum authorized rate for Fiscal Year 2020-2021.

SECTION 10. That assessment for Fiscal Year 2020-2021 for Assessment No. 2 shall be continued at the assessment rate of TWENTY SIX DOLLARS AND FORTY SEVEN CENTS (\$26.47) per single-family equivalent benefit unit. The estimated total annual assessment revenue for Fiscal Year 2020-2021 is \$220,750.

SECTION 11. That the mosquito abatement services to be financed with assessment proceeds described in the Engineer's Reports for Assessment No. 1 and Assessment No. 2 are hereby ordered.

SECTION 12. No later than August 10th following such adoption, the Board shall file a certified copy of the diagram and assessment and a certified copy of this Resolution with the Auditor of the County of Inyo ("County Auditor"). Upon such filing, the County Auditor shall enter on the County assessment roll

opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessments. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all the laws providing for collection and enforcement shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Owens Valley Mosquito Abatement Program Assessment and to the Mosquito Control and Disease Prevention Assessment.

SECTION 13. All revenues from assessments for Assessment No. 1 shall be deposited into a separate fund established under the distinctive designation of the Owens Valley Mosquito Abatement Program funds so designated shall be expended only for the special benefit of parcels within the Program's boundaries.

SECTION 14. All revenues from assessments for Assessment No. 2 shall be deposited into a separate fund established under the distinctive designation of the Owens Valley Mosquito Abatement Program Mosquito Control and Disease Prevention Assessment. Funds so designated shall be expended only for the special benefit of parcels within the Program's boundaries.

SECTION 15. The Owens Valley Mosquito Abatement Program Assessment, as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Inyo County Board of Supervisors. Any such corrections, cancellations or refunds shall be limited to the current fiscal year.

SECTION 16. The Mosquito Control and Disease Prevention Assessment, as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Inyo County Board of Supervisors. Any such corrections, cancellations or refunds shall be limited to the current fiscal year.

The foregoing Resolution was PASSED and ADOPTED by the Inyo County Board of Supervisors at a regular meeting thereof held on July 28, 2020, at Board of Supervisors' Room, Inyo County Administrative Center at 224 North Edwards Street, Independence, CA.

AYES:

NOES:

ABSTAIN:

ABSENT:

Matt Kingsley,
Chairperson
Inyo County Board of
Supervisors

ATTEST:
Clerk of the Board

BY: _____
Assistant Clerk of the Board



OWENS VALLEY MOSQUITO ABATEMENT PROGRAM

COUNTY OF INYO

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM ASSESSMENT

ENGINEER'S REPORT

FISCAL YEAR 2020-21

JULY 2020

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

ENGINEER OF WORK:

SCIConsultingGroup

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

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INTRODUCTION

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

The OVMAP’s core services are summarized as follows:

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

ASSESSMENT FORMATION

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

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

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

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

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

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

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

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

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

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

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

(b) The Legislature further finds and declares:

- (1) Individual protection against the vectorborne diseases is only partially effective.
- (2) Adequate protection of human health against vectorborne diseases is best achieved by organized public programs.
- (3) The protection of Californians and their communities against the discomforts and economic effects of vectorborne diseases is an essential public service that is vital to public health, safety, and welfare.
- (4) Since 1915, mosquito abatement and vector control Programs have protected Californians and their communities against the threats of vectorborne diseases.
- (c) In enacting this chapter, it is the intent of the Legislature to create and continue a broad statutory authority for a class of special Programs with the power to conduct effective programs for the surveillance, prevention, abatement, and control of mosquitoes and other vectors.

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

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

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

ASSESSMENT CONTINUATION

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

This report defines the benefit assessment (the "Assessment") on all specially benefiting properties within the Program boundaries (the "Assessment District"). The Assessment for fiscal year 2020-21, as described in this Engineer's Report, would provide continued funding for mosquito and disease control services in certain areas of Inyo County, as well as related costs for equipment, capital improvements and services and facilities necessary and incidental to mosquito and disease control programs.

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

PROPOSITION 218

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

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

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

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

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

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

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

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

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

DAHMS V. DOWNTOWN POMONA PROPERTY

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

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

BONANDER V. TOWN OF TIBURON

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

BEUTZ V. COUNTY OF RIVERSIDE

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

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

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

This Engineer's Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article XIIC and XIID of the California Constitution because the Services to be funded are clearly defined; the Services are available to all benefiting property in the Assessment District, the benefiting property in the Assessment District will directly and tangibly benefit from reduced mosquito and vector populations, reduced risk of the presence of diseases, increased safety of property and other special benefits; and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property. Finally, the Assessments are consistent with *Buetz* and *Greater Golden Hill* because the general benefits have been explicitly calculated and quantified and excluded from the Assessments. There have been a number of clarifications made to the analysis, findings and supporting text in this Report to ensure that this consistency is well communicated.

THE SERVICES

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

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

ESTIMATE OF COST

**FIGURE 1
COST ESTIMATE**

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM			
Owens Valley Mosquito Abatement Program Assessment			
Estimate of Cost			
Fiscal Year 2020-21			
			Total Budget
Mosquito Control Services and Related Expenditures:			
Mosquito Control Operations		\$	406,696
Materials, Supplies, Equipment and Administration			63,707
Internal Charges and Operating Transfers			90,175
Facilities, Capital Equipment and Fixed Assets			-
Total Services and Operation			560,578
Less:			
OVMCDPA Assessment #2			(220,750)
Contribution from Other Sources			(146,643)
Net Cost of Mosquito Control, Fixed Asset Equipment, Operation			193,185
Incidental Costs:			
County Collection, Levy Administration, and Other Incidentals			12,500
Contribution to Reserves and Emergency/Contingency Funds			-
Total Mosquito Control Services and Incidentals		\$	205,685
(Net Amount to be Assessed)			
Budget Allocation to Property:			
Zone of Benefit	Total SFE Units	Assessment per SFE	Total Assessment
Zone A	9,685	\$ 20.80	\$ 201,457
Zone B	813	\$ 5.20	\$ 4,228
			\$ 205,685

Notes

¹ Includes allowance to account for any uncollectible assessments.

² Please see "Method of Assessment" on page 12 for definition of SFE Benefit Units.

Notes:

1. As determined in the following section, at least 5% of the cost of the Services must be funded from sources other than the assessments to cover any general benefits from the Services. Therefore, out of the total cost of Services of \$573,078 the District must contribute at least \$ 28,654 from sources other than the assessments. The District will contribute over \$146,643, which is well over the estimated general benefits.
2. Incidental Costs includes allowance for uncollectible assessments from assessments on public agency parcels, County collection charges, and assessment administration costs.
3. SFE Units means Single Family Equivalent benefit units. See method of assessment in the following Section for further definition.
4. The assessment rate per SFE is the total amount of assessment per Single Family Equivalent benefit unit.
5. The proceeds from the assessments will be deposited into a special fund for the Assessment. Funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, June 30, must be carried over to the next fiscal year. The assessment amounts are rounded down to the even penny for purposes of complying with the collection requirements from the County Auditor. Therefore, the total assessment amount for all parcels subject to the assessments may vary slightly from the net amount to be assessed.

METHOD OF ASSESSMENT

This section of the Engineer's Report describes the benefits to be derived from the mosquito control services provided by the Program for property in the Assessment District, and the methodology used to apportion the total assessment to properties within the Owens Valley Mosquito Abatement Program.

The Owens Valley Mosquito Abatement Program consists of all Assessor Parcels within the boundaries of the Mosquito Abatement Program as defined by the approved boundaries of the Assessment District.

The method used for apportioning the assessment is based upon the proportional special benefits to be derived by the properties in the Owens Valley Mosquito Abatement Program over and above general benefits conferred on real property in the Assessment District. Special benefit is calculated for each parcel in the Assessment District using the following process:

1. Identification of total benefit to the properties derived from the Services
2. Calculation of the proportion of these benefits that are special vs. general
3. Determination of the relative special benefit within different areas within the Assessment District
4. Determination of the relative special benefit per property type and property characteristic
5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type and property characteristics

DISCUSSION OF BENEFIT

In summary, the assessments can only be levied based on the special benefit to property. This special benefit is received by property over and above any general benefits from the additional Services. With reference to the engineering requirements for property related assessments under Proposition 218, an engineer must determine and prepare a report concerning the amount of special and general benefit received by property within the assessment district or program as a result of the property related service or improvements provided by a local agency. That special benefit is to be determined in relation to the total cost to that local entity of providing the service and/or improvements.

Proposition 218 as described in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

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

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

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

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

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

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

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

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

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

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

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

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

MOSQUITO AND VECTOR CONTROL IS A SPECIAL BENEFIT TO PROPERTIES

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

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

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

BENEFIT FACTORS

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

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

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

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

The State Legislature made the following finding on this issue:

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

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

Mosquitoes and other vectors emerge from sources throughout the Assessment District, and with an average flight range of two miles, mosquitoes from known sources can reach all properties in the Assessment District. These sources include standing water in rural areas, such as marshes, pools, wetlands, ponds, drainage ditches, drainage systems, tree holes and other removable sources such as old tires and containers. The sources of mosquitoes also include numerous locations throughout the urban areas in the Assessment District. These sources include underground drainage systems, containers, unattended swimming pools, leaks in water pipes, tree holes, flower cups in cemeteries, over-watered landscaping and lawns and many other sources. By controlling mosquitoes at known and new sources, the Services will materially reduce mosquito populations on specially benefiting property in the Assessment District.

A recently increasing source of mosquitoes is unattended swimming pools:

*"Anthropogenic landscape change historically has facilitated outbreaks of pathogens amplified by peridomestic vectors such as Cx. pipiens complex mosquitoes and associated commensals such as house sparrows. The recent widespread downturn in the housing market and increase in adjustable rate mortgages have combined to force a dramatic increase in home foreclosures and abandoned homes and produced urban landscapes dotted with an expanded number of new mosquito habitats. These new larval habitats may have contributed to the unexpected early season increase in WNV cases in Bakersfield during 2007 and subsequently have enabled invasion of urban areas by the highly competent rural vector Cx. tarsalis. These factors can increase the spectrum of competent avian hosts, the efficiency of enzootic amplification, and the risk for urban epidemics."*⁶

- **Increased safety of property in the Assessment District.**

The Assessments result in improved year-round proactive Services to control and abate mosquitoes and other vectors that otherwise would occupy properties throughout the Assessment District. Mosquitoes and other vectors are transmitters of diseases, so the

⁵ Assembly Concurrent Resolution 52, chaptered April 1, 2003

⁶ Riesen William K. (2008). Delinquent Mortgages, Neglected Swimming Pools, and West Nile Virus, California. Emerging Infectious Diseases. Vol. 14(11).

reduction of mosquito and vector populations makes property safer for use and enjoyment. In absence of the assessments, these Services would not be provided, so the Services funded by the assessments make properties in the Assessment District safer, which is a distinct special benefit to property in the Assessment District.⁷ This is not a general benefit to property in the Assessment District or the public at large because the Services are tangible mosquito control and disease prevention services that will be provided directly to the properties in the Assessment District and the Services are over and above what otherwise would be provided by the District or any other agency.

This finding was confirmed in 2003 by the State Legislature:

“Mosquitoes and other vectors, including but not limited to ticks, Africanized Honey Bees, rats, fleas, and flies, continue to be a source of human suffering, illness, death and a public nuisance in California and around the world. Adequately funded mosquito and vector control, monitoring and public awareness programs are the best way to prevent outbreaks of West Nile Virus and other diseases borne by mosquitoes and other vectors.”¹

Also, the Legislature, in Health and Safety Code Section 2001, finds that:

“the protection of Californians and their communities against the discomforts and economic effects of vector borne diseases is an essential public service that is vital to public health, safety, and welfare.”

- **Reductions in the risk of new diseases and infections on property in the Assessment District.**

Mosquitoes have proven to be a major contributor to the spread of new diseases such as West Nile Virus, among others. A highly mobile population combined with migratory bird patterns can introduce new mosquito-borne diseases into previously unexposed areas.

⁷ By reducing the risk of disease and increasing the safety of property, the proposed Services will materially increase the usefulness and desirability of certain properties in the Assessment District.

"Vector-borne diseases (including a number that are mosquito-borne) are a major public health problem internationally. In the United States, dengue and malaria are frequently brought back from tropical and subtropical countries by travelers or migrant laborers, and autochthonous transmission of malaria and dengue occasionally occurs. In 1998, 90 confirmed cases of dengue and 1,611 cases of malaria were reported in the USA and dengue transmission has occurred in Texas."⁸

"During 2004, 40 states and the District of Columbia (DC) have reported 2,313 cases of human WNV illness to CDC through ArboNET. Of these, 737 (32%) cases were reported in California, 390 (17%) in Arizona, and 276 (12%) in Colorado. A total of 1,339 (59%) of the 2,282 cases for which such data were available occurred in males; the median age of patients was 52 years (range: 1 month--99 years). Date of illness onset ranged from April 23 to November 4; a total of 79 cases were fatal."⁹ (According to the Centers for Disease Control and Prevention on January 19, 2004, a total of 2,470 human cases and 88 human fatalities from WNV have been confirmed).

A study of the effect of aerial spraying conducted by the Sacramento-Yolo Mosquito and Vector Control District (SYMVCD) to control a West Nile Virus disease outbreak found that the SYMVCD's mosquito control efforts materially decreased the risk of new diseases in the treated areas:

After spraying, infection rates decreased from 8.2 (95% CI 3.1–18.0) to 4.3 (95% CI 0.3–20.3) per 1,000 females in the spray area and increased from 2.0 (95% CI 0.1–9.7) to 8.7 (95% CI 3.3–18.9) per 1,000 females in the untreated area. Furthermore, no additional positive pools were detected in the northern treatment area during the remainder of the year, whereas positive pools were detected in the untreated area until the end of September (D.-E.A Elnaiem, unpub. data). These independent lines of evidence corroborate our conclusion that actions taken by SYMVCD were effective in disrupting the WNV transmission cycle and reducing human illness and potential deaths associated with WNV.¹⁰

The Services funded by the assessments will help prevent on a year-round basis the presence of vector-borne diseases on property in the Assessment District. This is another tangible and direct special benefit to property in the Assessment District that would not be received in absence of the assessments.

⁸ Rose, Robert. (2001). Pesticides and Public Health: Integrated Methods of Mosquito Management. Emerging Infectious Diseases. Vol. 7(1); 17-23.

⁹ Center for Disease Control. (2004). West Nile Virus Activity --- United States, November 9--16, 2004. Morbidity and Mortality Weekly Report. 53(45); 1071-1072.

¹⁰ Carney, Ryan. (2008), Efficiency of Aerial Spraying of Mosquito Adulticide in Reducing the Incidence of West Nile Virus, California, 2005. Emerging Infectious Diseases, Vol 14(5)

- Protection of economic activity on property in the Assessment District.

As recently demonstrated by the SARS outbreak in China and outbreaks of Avian Flu, outbreaks of pathogens can materially and negatively impact economic activity in the affected area. Such outbreaks and other public health threats can have a drastic negative effect on tourism, business and residential activities in the affected area. The assessments will help to prevent the likelihood of such outbreaks in the District.

Mosquitoes hinder, annoy and harm residents, guests, visitors, farm workers, and employees. A vector-borne disease outbreak and other related public health threats would have a drastic negative effect on agricultural, business and residential activities in the Assessment District.

The economic impact of diseases is well documented. According to a study prepared for the Centers for Disease Control and Prevention, economic losses due to the transmission of West Nile Virus in Louisiana was estimated to cost over \$20 million over approximately one year:

The estimated cost of the Louisiana epidemic was \$20.1 million from June 2002 to February 2003, including a \$10.9 million cost of illness (\$4.4 million medical and \$6.5 million nonmedical costs) and a \$9.2 million cost of public health response. These data indicate a substantial short-term cost of the WNV disease epidemic in Louisiana. 11

Moreover, a study conducted in 1996-97 of La Crosse Encephalitis (LACE), a human illness caused by a mosquito-transmitted virus, found a lifetime cost per human case at \$48,000 to \$3,000,000 and found that the disease significantly impacted lifespans of those who were infected. Following is a quote from the study which references the importance and value of active vector control services of the type that would be funded by the assessments:

The socioeconomic burden resulting from LACE is substantial, which highlights the importance of the illness in western North Carolina, as well as the need for active surveillance, reporting, and prevention programs for the infection. 12

The Services to be funded by the assessments will help prevent the likelihood of such outbreaks on property in the Assessment District and will reduce the harm to economic

¹¹ Zohrabian A, Meltzer MI, Ratard R, Billah K, Molinari NA, Roy K, et al. West Nile Virus economic impact, Louisiana, 2002. Emerging Infectious Disease, 2004 Oct. Available from <http://www.cdc.gov/ncidod/EID/vol10no10/03-0925.htm>

¹² Utz, J. Todd, Apperson, Charles S., Maccormack, J. Newton, Salyers, Martha, Dietz, E. Jacquelin, Mcpherson, J. Todd, Economic And Social Impacts Of La Crosse Encephalitis In Western North Carolina, Am J Trop Med Hyg 2003 69: 509-518

activity on property caused by existing mosquito populations. This is another direct advantage received by property in the Assessment District that would not be received in absence of the assessments.

- **Protection of Assessment District's agriculture, tourism, and business industries.**

The agriculture, tourism and business industries will benefit from reduced levels of harmful or nuisance mosquitoes and other vectors. Conversely, any outbreaks of emerging vector-borne pathogens such as West Nile Virus could also materially negatively affect these industries. Diseases transmitted by mosquitoes and other vectors can adversely impact business and recreational functions.

A study prepared for the United States Department of Agriculture in 2003 found that over 1,400 horses died from West Nile Virus in Colorado and Nebraska and that these fatal disease cases created over \$1.2 million in costs and lost revenues. In addition, horse owners in these two states spent over \$2.75 million to vaccinate their horses for this disease. The study states that "Clearly, WNV has had a marked impact on the Colorado and Nebraska equine industry."¹³

Pesticides for mosquito control impart economic benefits to agriculture in general. Anecdotal reports from farmers and ranchers indicate that cattle, if left unprotected, can be exsanguinated by mosquitoes, especially in Florida and other southeast coastal areas. Dairy cattle produce less milk when bitten frequently by mosquitoes¹⁴

The assessments will serve to protect the businesses and industries and the employees and residents that benefit from these businesses and industries. This is a direct advantage and special benefit to property in the Assessment District.

- **Reduced risk of nuisance and liability on property in the Assessment District**

In addition to health related factors, uncontrolled mosquito and vector populations create a nuisance for the occupants of property in the Assessment District. Properties in the Assessment District, therefore, will benefit from the reduced nuisance factor that will be created by the Services. Agricultural and rangeland properties also benefit from the reduced

¹³ S. Geiser, A. Seitzinger, P. Salazar, J. Traub-Dargatz, P. Morley, M. Salman, D. Wilmot, D. Steffen, W. Cunningham, Economic Impact of West Nile Virus on the Colorado and Nebraska Equine Industries: 2002, April 2003, Available from http://www.aphis.usda.gov/vs/ceah/cnahs/nahms/equine/wnv2002_CO_NB.pdf

¹⁴ Jennings, Allen. (2001). USDA Letter to EPA on Fenthion IRED. United States Department of Agriculture, Office of Pest Management Policy. March 8, 2001.

nuisance factor and harm to livestock and employees from lower mosquito and vector populations.

Agricultural, range, golf course, cemetery, open space and other such lands in the Assessment District contain large areas of mosquito and vector habitat and are therefore a significant source of mosquito and vector populations. In addition, residential and business properties in the Assessment District can also contain significant sources.¹⁵ It is conceivable that sources of mosquitoes could be held liable for the transmission of diseases or other harm. For example, in August 2004, the City of Los Angeles approved new fines of up to \$1,000 per day for property owners who don't remove standing water sources of mosquitoes on their property.

The Services will serve to protect the businesses and industries in the Assessment District. This is a direct advantage and a special benefit to property in the Assessment District.

- **Improved marketability of property.**

As described previously, the Services will specially benefit properties in the Assessment District by making them more useable, livable and functional. The Services also make properties in the Assessment District more desirable, and more desirable properties also benefit from improved marketability. This is another tangible and direct special benefit to property which will not be enjoyed in absence of the Services.¹⁶

BENEFIT FINDING

In summary, the special benefits described in this Report and the expansion of Services in the Assessment District directly benefit and protect the real properties in the Assessment District in excess of the assessments for these properties. Therefore, the assessment engineer finds that the cumulative special benefits to property from the Services are reasonably equal to or greater than the proposed annual assessment amount per benefit unit.

GENERAL VERSUS SPECIAL BENEFIT

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund the special benefits to property in the Assessment District but cannot fund any general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

¹⁵ Sources of mosquitoes on residential, business, agricultural, range and other types of properties include removable sources such as containers that hold standing water.

¹⁶ If one were to compare two hypothetical properties with similar characteristics, the property with lower mosquito infestation and reduced risk of vector-borne disease will clearly be more desirable, marketable and usable.

In other words:

$$\text{Total Benefit} = \text{Total General Benefit} + \text{Total Special Benefit}$$

There is no widely-accepted or statutory formula for general benefit from vector control services. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. General benefits are conferred to properties located “in the district,¹⁷” but outside the narrowly-drawn Assessment District and to “the public at large.” SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements and services funded by the assessments.

A formula to estimate the general benefit is listed below:

General Benefit =
 Benefit to Real Property Outside the Assessment District +
 Benefit to Real Property Inside the Assessment District that is Indirect and Derivative +
 Benefit to the Public at Large

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special

¹⁷ SVTA vs. SCCOSA explains as follows:

OSA observes that Proposition 218’s definition of “special benefit” presents a paradox when considered with its definition of “district.” Section 2, subdivision (i) defines a “special benefit” as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” (Art. XIII D, § 2, subd. (i), italics added.) Section 2, subdivision (d) defines “district” as “an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service.” (Art. XIII D, § 2, subd. (d), italics added.) In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special.

benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, the overwhelming proportion of the benefits conferred to property is special, since the advantages from the mosquito, vector and disease control/protection funded by the Assessments are directly received by the properties in the Assessment District and are only minimally received by property outside the Assessment District or the public at large.

Proposition 218 twice uses the phrase “over and above” general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).) There currently are minimal mosquito and vector related services being provided to the Assessment District area that are not being funded by a benefit assessment. These minimal services form the baseline level of services in the Assessment District. Arguably, all of the Services to be funded by the assessment therefore would be a special benefit because the additional Services would particularly and distinctly benefit and protect the Assessment District over and above the previous baseline benefits and service.

Nevertheless, arguably some of the Services would benefit the public at large and properties outside the Assessment District. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

CALCULATING GENERAL BENEFIT

Without this assessment the Program would lack the funds to provide the additional and improved Services to property in the Assessment District. Consistent with footnote 8 of SVTA v. SCCOSA, and for the reasons described above, the Program has determined that all parcels in the Assessment District receive a shared direct advantage and special benefit from the Services. The Services directly and particularly serve and benefit each parcel, and are not a mere indirect, derivative advantage. As explained above, Proposition 218 relies on the concept of “over and above” in distinguishing special benefits from general benefits. As applied to an assessment this concept means that all vector control services, which provide direct advantage to property in the Assessment District, are over and above the baseline and therefore are special.

Nevertheless, the Services may provide a degree of general benefit, in addition to the predominant special benefit. This section provides a conservative measure of the general benefits from the Assessments.

BENEFIT TO PROPERTY OUTSIDE THE PROGRAM

Properties within the Assessment District receive almost all of the special benefits from the Services because the Services funded by the Assessments will be provided directly to protect property within the Assessment District from mosquitoes and vector-borne diseases. However, properties adjacent to, but just outside of, the boundaries may receive some benefit from the Services in the form of reduced mosquito populations on property outside the Assessment District. Since this benefit, is conferred to properties outside the district

boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessment.

A measure of this general benefit is the proportion of Services that would affect properties outside of the Assessment District. Each year, the Program will provide some of its Services in areas near the boundaries of the Assessment District. By abating mosquito populations near the borders of the Assessment District, the Services could provide benefits in the form of reduced mosquito populations and reduced risk of disease transmission to properties outside the Assessment District. If mosquitoes were not controlled inside the Assessment District, more of them would fly from the Assessment District. Therefore control of mosquitoes within the Assessment District provides some benefit to properties outside the Assessment District but within the normal travel range of vectors in the form of reduced mosquito populations and reduced vector-borne disease transmission. Since mosquitoes are the predominant vector that would be controlled and mosquitoes most easily travel from their source location to properties in the area, typical mosquito destination ranges will be used to measure the extent that the Services will create reduced vector populations on property outside the Assessment District. This is a measure of the general benefits to property outside the Assessment District because this is a benefit from the Services that is not specially conferred upon property in the Assessment District.

The mosquito potential outside the Assessment District is based on studies of mosquito dispersion concentrations. Mosquitoes can travel up to two miles, on average, so this destination range is used. Based on studies of mosquito destinations, relative to parcels in the Assessment District average concentration of mosquitoes from the Assessment District on properties within two miles of the Assessment District is calculated to be 6%.¹⁸ This relative vector population reduction factor within the destination range is combined with the number of parcels outside the Assessment District and within the destination range to measure this general benefit and is calculated as follows:

CRITERIA:

Mosquitoes may fly up to 2 miles from their breeding source.

519 parcels within 2 miles of, but outside of the Program, may receive some mosquito and disease protection benefit

6% portion of relative benefit that is received

10,994 Parcels in the District

Calculations

Total Benefit = 519 parcels * 6% = 31 parcels equivalents

Percentage of overall parcel equivalents = 31 / 10,994 = 0.28 %

¹⁸ Tietze, Noor S., Stephenson, Mike F., Sidhom, Nader T. and Binding, Paul L., "Mark-Recapture of *Culex Erythrothorax* in Santa Cruz County, California", Journal of the American Mosquito Control Association, 19(2):134-138, 2003.

Therefore, for the overall benefits provided by the Services to the Assessment District, it is determined that 0.28% of the benefits would be received by the parcels within two miles of the Assessment District boundaries. Recognizing that this calculation is an approximation, this benefit will be rounded up to 1.0%.

BENEFIT TO PROPERTY *INSIDE* THE DISTRICT THAT IS *INDIRECT AND DERIVATIVE*

The “indirect and derivative” benefit to property within the Assessment District is particularly difficult to calculate. As explained above, all benefit within the Assessment District is special because the mosquito and disease control services in the Assessment District would provide direct service and protection that is clearly “over and above” and “particular and distinct” when compared with the level of such protection under current conditions. Further the properties are within the Assessment District boundaries and this Engineer’s Report demonstrates the direct benefits received by individual properties from mosquito and disease control services.

In determining the Assessment District area, the Program has been careful to limit it to an area of parcels that will directly receive the Services. All parcels will directly benefit from the surveillance, monitoring and treatment that will be provided on an equivalent basis throughout the Assessment District in order to maintain the same improved level of protection against mosquitoes and other vectors and reduced mosquito and vector populations throughout the area. The surveillance and monitoring sites would be spread on a balanced basis throughout the area. Mosquito and vector control and treatment would be provided as needed throughout the area based on the surveillance and monitoring results. The shared special benefit - reduced mosquito levels and reduced presence of vector-borne diseases - would be received on an equivalent basis by all parcels in the Assessment District. Furthermore, all parcels in the Assessment District would directly benefit from the ability to request service from the Program and to have a Program field technician promptly respond directly to the parcel and address the owner’s or resident’s service need. The SVTA vs. SCCOSA decision indicates that the fact that a benefit is conferred throughout the Assessment District area does not make the benefit general rather than special, so long as the Assessment district is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. The Program therefore concludes that, other than the small general benefit to properties outside the Assessment District (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Assessment District are special benefits and it is not possible or appropriate to separate any general benefits from the benefits conferred on parcels in the Assessment District.

BENEFIT TO THE PUBLIC AT LARGE

With the type and scope of Services to be provided to the Assessment District, it is very difficult to calculate and quantify the scope of the general benefit conferred on the public at large. Because the Services directly serve and benefit all of the property in the Assessment District, any general benefit conferred on the public at large would be small. Nevertheless, there would be some indirect general benefit to the public at large.

The public at large uses the public highways, streets and sidewalks, and when traveling in and through the Assessment District they will benefit from the Services. A fair and appropriate measure of the general benefit to the public at large therefore is the amount of highway, street and sidewalk area within the Assessment District relative to the overall land area. An analysis of maps of the Assessment District shows that approximately 1.3% of the land area in the Assessment District is covered by highways, streets and sidewalks. This 1.3% therefore is a fair and appropriate measure of the general benefit to the public at large within the Assessment District

SUMMARY OF GENERAL BENEFITS

Using a sum of the measures of general benefit for the public at large and land outside the Assessment District, we find that approximately 2.3% of the benefits conferred by the Owens Valley Mosquito Abatement Program Assessment may be general in nature and should be funded by sources other than the Assessment.

General Benefit =

1.0 % (Outside the district)
 + 0.0 % (Inside the district - indirect and derivative)
 + 1.3 % (Public at Large)

=2.3 % (Total General Benefit)

Although this analysis supports the findings that 2.3% of the assessment may provide general benefit only, this number is increased by the Assessment Engineer to 5% to conservatively ensure that no assessment revenue is used to support general benefit. This additional amount allocated to general benefit also covers general benefit to parcels in the Assessment District if it is later determined that there is some general benefit conferred on those parcels.

The Mosquito Abatement Program Assessment total budget for mosquito and vector abatement, disease control, capital improvement and incidental costs is \$711,570. Of this total budget amount, the OVMAP will contribute approximately 42% (\$301,134) of the total budget from sources other than the Mosquito Control and Disease Prevention Assessment. This contribution offsets any general benefits from the Mosquito Control and Disease Prevention Assessment Services.

METHOD OF ASSESSMENT

As previously discussed, the Assessments fund enhanced, comprehensive, year-round mosquito control, and disease surveillance and control Services that will reduce mosquito and vector populations on property and will clearly confer special benefits to properties in the Assessment District. These benefits can also partially be measured by the occupants on property in the Assessment District because such parcel population density is a measure of the relative benefit a parcel receives from the Services. Therefore, the apportionment of

benefit is partially based the population density of parcels. It should be noted that many other types of "traditional" assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, a fixed assessment amount per parcel for all residential improved property was considered but was determined to be inappropriate because agricultural lands, commercial property and other property also receive benefits from the assessments. Likewise an assessment exclusively for agricultural land was considered because the source of mosquitoes is generally located on such property. However, other types of property, such as residential and commercial, also derive the special benefit factors listed above from reduced mosquito populations that would otherwise fly to the property and/or to the inhabited community areas.

Moreover, a fixed or flat assessment was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to a property that covers several acres in comparison to a smaller commercial property that is on a 0.25 acre site because the larger property generally has a larger coverage area and higher usage by employees, customers and guests that would benefit from reduced mosquito populations. This benefit ultimately flows to the property.) Larger parcels, therefore, receive an increased benefit from the assessments.

Therefore, the Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, its relative population and usage potential, its location and its destination potential for mosquitoes. This method is further described below.

ZONES OF BENEFIT

The Owens Valley Mosquito Abatement Program's mosquito control services are concentrated on the areas encompassing the Owens Valley Floor. The remaining areas within the Program boundaries receive relatively less mosquito abatement services, and, therefore relatively lesser benefits from the Mosquito Abatement Program. The areas of lesser benefit are defined to include all parcels within Program boundaries that are within the Inyo National Forest, west of the Owens Valley Floor and those parcels generally along the eastern side of Owens Lake. These areas are hereinafter referred to as Zone of Benefit B or Zone B and are depicted on the Assessment Diagram included with this Report. All other parcels within the Program boundaries are within Zone A, which is generally considered to be the areas of the Owens Valley Floor.

Parcels in Zone B receive relatively less mosquito abatement services on a per parcel and land area basis than parcels in the greater Owens Valley Floor area. Approximately 9% of the total parcels within the Program are in Zone B and this area receives approximately 5% of the services. (5% of services / 9% of parcels = 56% of the relative services per parcel.)

Therefore, on a per parcel basis, parcels in Zone B receive approximately one half the relative services as those in Zone A. Alternatively, Zone B encompasses approximately 50% of the total area within Program boundaries. By this measure, Zone B receives approximately 10% of the relative services per acre in comparison to areas in Zone A. (5% of services / 50% of acreage = 10% of relative services per acre.) Using these measures, the relative level of service, which is a measure of relative benefit, is generally 50% on a parcel basis and 10% on an acreage basis. An average of these measures results in a 25% relative level of benefit in relation to Zone A. Therefore, it is deemed that the benefits to property in Zone B are 25% of the benefits to similar property in Zone A.

The SVTA vs. SCCOSA decision indicates:

In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefitting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).

In the assessment, the advantage that each parcel receives from the Services is direct, and the boundaries for each Zone of Benefit are narrowly drawn so each Zone includes parcels that receive the similar levels of benefit from the Services. Therefore, the even spread of assessment for similar properties in each of the narrowly drawn Zones of Benefit within the District is indeed consistent with the OSA decision.

ASSESSMENT APPORTIONMENT

Certain residential properties in the Assessment District that contain a single residential dwelling unit and are on a lot of less than or equal to one acre are assigned 1.0 SFE. Traditional houses, zero-lot line houses, and townhomes are included in this category of single family residential property.

As stated previously, the special benefits derived from the Mosquito Abatement Program are conferred on property and are not based on a specific property owner’s occupancy of property or the property owner’s demographic status such as age or number of dependents. However, it is ultimately people who do or could use the property who enjoy the benefits described above. Therefore, the opportunity to use and enjoy the area within the Program without the excessive bother or potential health hazards brought by mosquitoes is a special

benefit to properties in the Program. This benefit is related to the number of people who potentially live on, work at or otherwise use the property. In other words, the benefits conferred upon property are related to the average number of people who could potentially live on, work at or otherwise could use a property, not how the property is currently used by the present owner.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the Services in proportion to the number of dwelling units that occupy each property and the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home. These demographic factors for the County of Inyo are depicted below. Using the average population density as basis for determining relative special benefit, Figure 3 lists the SFE factors for multi-family units and mobile home parcels. These benefit factors are deemed to be appropriate on a per unit basis for properties with up to eight residential units.

Properties with higher numbers of units generally receive higher benefits but at a lower relative additional benefit per unit because housing density and population density generally increases for larger parcels; therefore, the benefits from the Program are conferred over a smaller area for the average parcel population density in relation to the average area for a similar population density on other parcels in the Program. In other words, parcels with residential units in excess of eight generally have significantly higher concentrations of residents per acre than the average single family residential parcel. As a result, larger residential properties generally cover a much smaller area in comparison to single family residential properties with a similar population density. Since benefits are conferred over a smaller area, the benefit per additional unit is reduced. (The average population density per acre for larger multifamily residential property is over 3 times the average population density per acre for single family residential property. Therefore, the Engineer has deemed that the additional benefit for residential properties in excess of eight units is approximately 1/3 of the per unit rate based on population density exclusively. As a result, the benefit for multifamily residential and mobile home properties in excess of 8 units is determined to be 0.25 SFE per additional unit of any property type. This benefit apportionment methodology is summarized in Figure 3.

FIGURE 2
RESIDENTIAL ASSESSMENT FACTORS

	<i>Total Population</i>	<i>Occupied Households</i>	<i>Persons per Household</i>	<i>SFE Factor 1st 8 Units</i>	<i>SFE Factor Addl. Units</i>
Single Family Residential	10,897	4,237	2.57	1.00	N/A
Multi-Family Residential	1,435	737	1.95	0.76	0.25
Mobile Home	5,053	2,390	2.11	0.82	0.25

Source: 1990 Census, Inyo County

* The SFE factor for multi-family and mobile home parcels is based on the ratio of average persons per household for the property type versus the average persons per household for a single family residential home. These SFE factors are applied to the first 8 residential units on a property. Additional residential units over 8 units of a specific type are benefited at the rate of 0.25 SFE per additional unit.

COMMERCIAL/INDUSTRIAL PROPERTIES

SFE values for commercial and industrial land uses are based on the equivalence of special benefit between single family residential property and the average commercial/industrial property. The average size of a parcel for a single family home in the Program areas is approximately 0.25 acres. Such residential property has an SFE value of 1.0. The average of size of a property with a single commercial business is 0.50 acres. Using the equivalence of benefit between the average single family residential property and commercial property, improved commercial and industrial parcels of 1/2 acre would also receive an SFE benefit factor of 1.0. Therefore, commercial and industrial parcels of less than one acre in size are assigned 0.50 SFE per quarter acre or portion thereof. Commercial and industrial parcels in excess of 1 acre generally involve uses that require more land area relative to the building area or improvements on the property. As a result, the benefit per additional acre is lower. For such properties, the first acre is assigned 2.0 SFE and land area in excess of 1 acre is assigned 1 SFE benefit unit per additional acre or portion of an acre thereof.

AGRICULTURAL AND OTHER LAND PROPERTIES

The benefits to be received from the mosquito control services include active benefits which are related to the use and enjoyment of the property and passive benefits which are related to the underlying land. An example of a passive benefit is enhancement of property value that will accrue to the land from reduced mosquito populations in the area. Examples of an active benefit factors are enhanced environment for residents, employees and guests, reduced nuisance value to livestock and reduced health risk to employees, residents, guests and livestock. Properties used for agriculture, mining, utility services, recreational purposes and other such land uses generally have a lower employee and resident density than residential and commercial properties. These parcels, therefore, receive lower benefits on a land area basis than residential or commercial property.

It was estimated that 1/5 of the benefits accrue to land and the remainder accrue to the improved use of the property. Since most residential properties are one acre or less in size, the benefit factor for agricultural and other land use-type properties is deemed to be 0.20 SFE per acre of land area. Moreover, agricultural and other land properties of large size typically do not have a population density from employees and guests that increases in correlation to property size. Therefore, the benefits to such properties are deemed to reach a maximum benefit of 2.0 SFE. Included in this category are recreational properties that are generally accessible to the public and are regularly used by customers and guests.

Residential parcels in excess of 1 acre are assessed at the land rate of 0.20 SFE per acre of land area for additional land area over 1 acre with a maximum SFE benefit factor for

additional land of 2.0 SFE. Any residential dwelling units on such land use-type properties are assessed at the residential rates specified previously.

OTHER PROPERTIES

All properties that are specially benefited are assessed. Public right-of-way parcels, well, reservoir or other water rights parcels, limited access open space parcels, watershed parcels and common area parcels typically do not generate employees, residents, customers or guests. Moreover, many of these parcels have limited economic value and, therefore, do not benefit from specific enhancement of property value. Such parcels are, therefore, not specially benefited and are not assessed.

APPEALS AND INTERPRETATION

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Commissioner of the Inyo County Agriculture Department or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Commissioner or his or her designee will promptly review the appeal and any information provided by the property owner. If the Commissioner or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County of Inyo for collection, the Commissioner or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Commissioner or his or her designee shall be referred to the Board of Supervisors of the County of Inyo and the decision of the Board of Supervisors of the County of Inyo shall be final.

ASSESSMENT

WHEREAS, the Board of Supervisors, and in accordance with the requirements of Proposition 218, the County of Inyo contracted with the undersigned Engineer of Work to prepare and file an annual Engineer's Report presenting an estimate of costs, a diagram for the assessment program, an assessment of the estimated costs of the Services, and the special and general benefit conferred thereby, upon all assessable parcels within the assessment program;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act and the order of the Board of Supervisors of the County of Inyo, hereby makes the following determination of an assessment to cover the portion of the estimated cost of the Services, and the costs and expenses incidental thereto to be paid by the assessment program.

The amount to be paid for the Services and the expenses incidental thereto, to be paid by the Owens Valley Mosquito Abatement Program for the fiscal year 2020-21 is generally as follows:

FIGURE 3
SUMMARY COST ESTIMATE
Fiscal Year 2020-21

Mosquito Control Services	\$	406,696
Administration, Equipment and Charges		153,882
Incidentals & Reserves		12,500
Total Budget		573,078
Less:		
District Contribution & Current Rev.		(367,393)
Net Amount To Assessments	\$	205,685

An Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Owens Valley Mosquito Abatement Program. The distinctive number of each parcel or lot of land in Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.

And I do hereby determine and apportion the net amount of the cost and expenses of the Services, including the costs and expenses incidental thereto, upon the parcels and lots of land within the Owens Valley Mosquito Abatement Program, in accordance with the special benefits to be received by each parcel or lot, from the Services, and more particularly set forth in the Cost Estimate hereto attached and by reference made a part hereof.

The assessment determination is made upon the parcels or lots of land within the Owens Valley Mosquito Abatement Program in proportion to the special benefits to be received by the parcels or lots of land, from the Services.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Inyo for the fiscal year 2020-21. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2020-21 for each parcel or lot of land within the Owens Valley Mosquito Abatement Program.

Dated: June 16, 2020

Engineer of Work

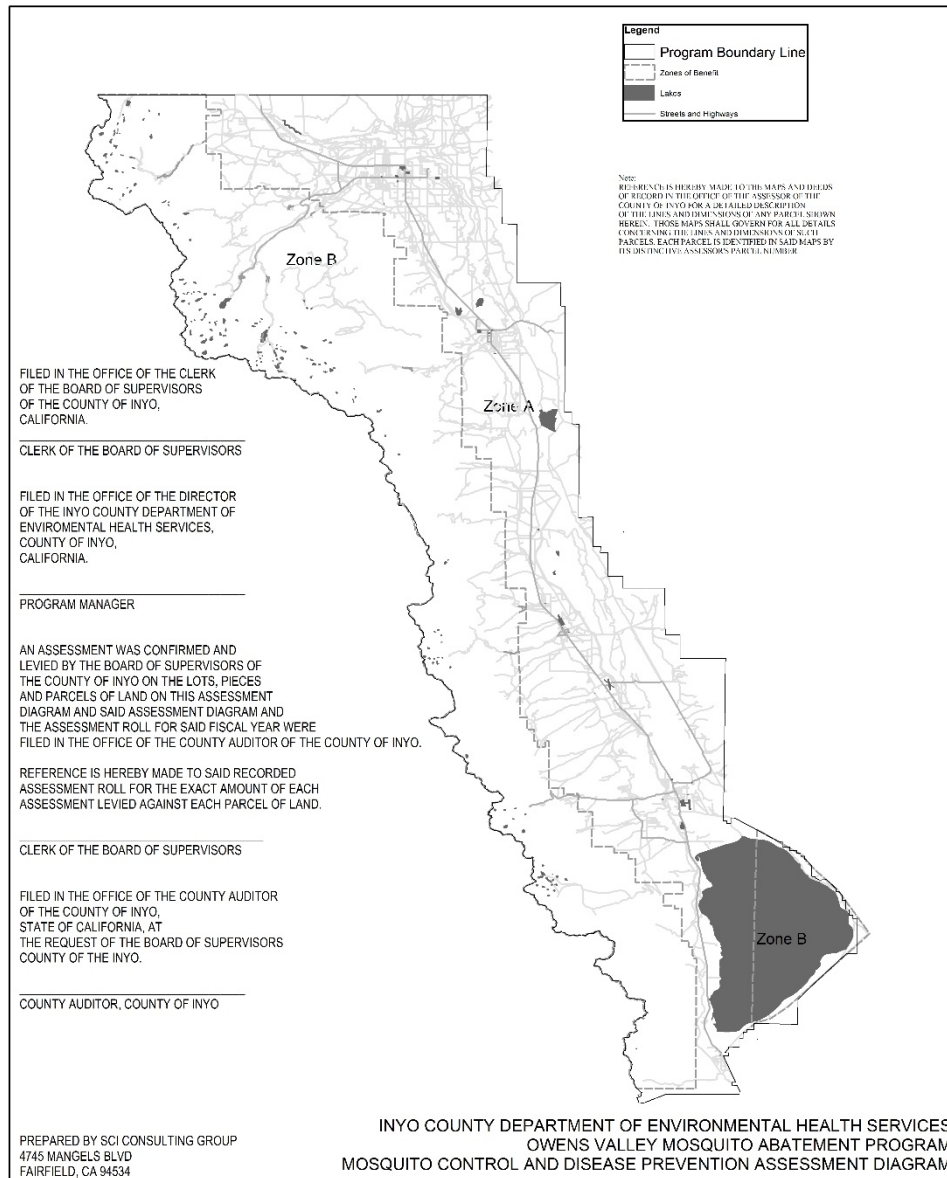


A handwritten signature in blue ink that reads "John W. Bliss". The signature is stylized and written in a cursive-like font.

By _____
John W. Bliss, License No. C052091

ASSESSMENT DIAGRAM

The Owens Valley Mosquito Abatement Program includes all properties within the boundaries of the Mosquito Abatement Program. The boundaries of the Owens Valley Mosquito Abatement Program and the zones of benefit are displayed on the following Assessment Diagram.



APPENDICES

ASSESSMENT ROLL, FISCAL YEAR 2020-21

Reference is hereby made to the Assessment Roll in and for the assessment proceedings on file in the office of the Program Manager of the Program, as the Assessment Roll is too voluminous to be bound with this Engineer's Report.



OWENS VALLEY MOSQUITO ABATEMENT PROGRAM

COUNTY OF INYO

**MOSQUITO CONTROL AND DISEASE PREVENTION
ASSESSMENT**

ENGINEER'S REPORT

FISCAL YEAR 2020-21

JULY 2020

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

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INTRODUCTION

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

The OVMAP’s core services are summarized as follows:

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

ASSESSMENT FORMATION

On March 8, 2005, the Inyo County Board of Supervisors authorized the initiation of proceedings for a proposed benefit assessment to provide local funding for improved mosquito, and disease prevention services. This assessment was named the “Mosquito Control and Disease Prevention Assessment (the “Assessment” or the “Assessment District”). In March of 2005, an assessment ballot proceeding was conducted pursuant to the requirements of Article XIID of the California Constitution (“The Taxpayer’s Right to Vote on Taxes Act”) and the Health and Safety Code. During this ballot proceeding, property owners within the boundaries of the Owens Valley Mosquito Abatement Program were provided with a notice and ballot for the proposed special assessment. A 45-day period was provided for balloting and a public hearing was conducted in May of 2005. At the public hearing, all ballots returned within the 45-day balloting period were tabulated.

It was determined at the public hearing that 71.4% of the weighted ballots returned were in support of the Assessment. Since the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted), the Program gained the authority to approve the levy of the assessments for fiscal year 2005-06 and continue the assessment in future years. The authority granted by the ballot proceeding includes an annual adjustment in the maximum authorized assessment rate equal to the annual change in the Consumer Price Index for the Los Angeles Area, not to exceed 3%.

The following is an outline of the primary services and improvements that are funded by the mosquito and disease control assessment:

- Mosquito control
- Surveillance for vector-borne diseases
- Mosquito inspections
- Response to service requests
- Mosquitofish for backyard fish ponds and other appropriate habitats
- Presentations to schools and civic groups
- Identification of mosquitoes and testing for diseases
- Mosquito Surveillance and Disease Testing
- Facilities and Equipment Utilized by the OVMAP

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

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

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

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

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

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

(b) The Legislature further finds and declares:

- (1) Individual protection against the vectorborne diseases is only partially effective.

(2) Adequate protection of human health against vectorborne diseases is best achieved by organized public programs.

(3) The protection of Californians and their communities against the discomforts and economic effects of vectorborne diseases is an essential public service that is vital to public health, safety, and welfare.

(4) Since 1915, mosquito abatement and vector control Programs have protected Californians and their communities against the threats of vectorborne diseases.

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

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

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

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

ASSESSMENT CONTINUATION

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

This report defines the benefit assessment (the "Assessment") on all specially benefiting properties within the Program boundaries (the "Assessment District"). The Assessment for fiscal year 2020-21, as described in this Engineer's Report, would provide continued funding for mosquito and disease control services in certain areas of Inyo County, as well as related costs for equipment, capital improvements and services and facilities necessary and incidental to mosquito and disease control programs.

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

PROPOSITION 218

This assessment was formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now Article

XIIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment. When Proposition 218 was initially approved in 1996, it allowed for certain types of assessments to be “grandfathered” in, and these were exempted from the property-owner balloting requirement.

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

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

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

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

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

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

This Engineer’s Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article XIIIC and XIID of the California Constitution because the Services to be funded are clearly defined; the Services are available to all benefiting property in the

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

Assessment District, the benefiting property in the Assessment District will directly and tangibly benefit from reduced mosquito and vector populations, reduced risk of the presence of diseases, increased safety of property and other special benefits; and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property. There have been a number of clarifications made to the analysis, findings and supporting text in this Report to ensure that this consistency is well communicated.

DAHMS V. DOWNTOWN POMONA PROPERTY

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

BONANDER V. TOWN OF TIBURON

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

BEUTZ V. COUNTY OF RIVERSIDE

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

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

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

GENERAL DESCRIPTION OF THE PROGRAM AND SERVICES

ABOUT THE MOSQUITO CONTROL PROGRAM

The Owens Valley Mosquito Abatement Program (OVMAP) operates within the County of Inyo Department of Agriculture and controls and monitors disease-carrying mosquitoes. The OVMAP protects the usefulness, desirability and livability of property and the inhabitants of property within jurisdictional area through the abatement of invertebrate vectors. In addition, the OVMAP regularly tests for diseases carried by mosquitoes and educates the property owners and the occupants of property in the Program's coverage area about how to protect themselves from diseases transmitted by mosquitoes.

There are currently approximately one fulltime Field Operations Supervisor, one Project Coordinator (50% time), one Field Technician (50% time, and four seasonal Field Technicians hired as needed. In addition to their scheduled duties, Field Technicians can respond to over 300 mosquito service requests from the public each year. These requests are handled by office staff or field technicians at the time of initial contact.

DESCRIPTION OF VECTOR CONTROL PROGRAM

The Assessment provides the additional funding to operate the program and expand the services provided in the Assessment District to an optimum level necessary to protect the usefulness, utility, desirability and livability of property within its jurisdictional area.

In addition to being nuisances by disrupting human activities and the use and enjoyment of public and private areas, certain insects and animals may transmit a number of diseases. The diseases of most concern are: Western Equine Encephalitis (WEE), St. Louis Encephalitis (SLE), West Nile Virus (WNV), and Malaria, which are all transmitted by mosquitoes.

The spread of these diseases is minimized through ongoing mosquito surveillance activities, source reduction, source treatment, abatement, and educational outreach. These efforts also minimize the nuisance impact mosquitoes can have on residents. To fulfill this purpose, the OVMAP may take any and all necessary steps to control, monitor and perform other related mosquito control services.

The assessment provides funding for the continuation and enhancement of the projects and programs for surveillance, prevention, abatement, and control of mosquitoes on property within the Owens Valley. Such mosquito abatement and vector control projects and programs include, but are not limited to, source reduction, larvicide applications, disease monitoring, public education, reporting, accountability, research and interagency cooperative activities, as well as capital costs, maintenance, and operation expenses (collectively "Services"). The cost of these Services also includes capital costs comprised of equipment, capital improvements and facilities necessary and incidental to the mosquito

control program. It should be noted that additional funding for Services related to the Owens Valley Dry Lake and the Owens River project are provided by other sources.

SUMMARY OF SERVICES

The Services are further defined as follows:

- Response to mosquito problems on property in the Assessment District.
- Services and methods to control mosquito breeding in the Assessment District.
- Control of mosquito larvae in source breeding and hatching locations such as catch basins, industrial drains, agricultural sources, ditches, drain lines, vaults, wastewater treatment plants, under buildings, residences, horse troughs, freshwater marshes, creeks, and other sources on property in the Assessment District.
- Surveillance and data analysis of adult mosquito populations using Encephalitis Vector Survey (EVS), and BG-Sentinel traps to assess public health risks and allocate control efforts on property in the Assessment District.
- Monitoring for diseases carried and transmitted by mosquitoes and other arthropods, such as St Louis encephalitis, Western equine encephalitis and West Nile virus and other surveillance methods on property within the Assessment District.
- Testing of new mosquito control materials and investigation of their efficacy in the Assessment District.
- Education of residents on property within the Assessment District about the risks of diseases carried by mosquitoes and how to better protect themselves and their pets.
- Monitoring of new and emerging vectors such as the Asian Tiger Mosquito and new and emerging pathogens such as Zika virus.
- Education programs on mosquitoes and disease abatement and other outreach programs to educate property owners and the occupants of property within the Assessment District about mosquitoes, vectors and the diseases they can transmit.
- Distribution of printed material and brochures that describe what residents, employees and property owners in the Assessment District can do to keep their homes and property free of mosquitoes and other vectors.

The OVMAP protects the public from mosquito-borne disease and mosquito nuisance while protecting the environment, through a coordinated set of activities collectively known as the Integrated Vector Management Program (IVMP). For all vector species, public education is the primary control strategy. Next, the OVMAP determines the abundance of mosquitoes and the risk of mosquito-borne disease or discomfort through evaluation of public service requests and field and laboratory surveillance activities. If the populations exceed or are anticipated to exceed predetermined criteria, OVMAP staff will attempt to employ the most efficient, effective, and environmentally sensitive means of source control. Where feasible, physical control activities such as water management are instituted to reduce mosquito production. When these approaches are not effective or are otherwise inappropriate, biological control using natural materials and environmentally sensitive larvicides are used in the specific mosquito breeding location or pest-harboring areas.

MOSQUITO AND MOSQUITO-BORNE DISEASES IN INYO COUNTY

The OVMAP undertakes activities through its Integrated Vector Management Program to control the following vectors of disease and/ or discomfort within the OVMAP²:

Mosquitoes - Certain species of mosquitoes found in Inyo County can transmit Malaria, St. Louis Encephalitis, Western Equine Encephalomyelitis, West Nile Virus, and potentially other encephalitis viruses. While not all species of mosquitoes transmit disease, all species can cause human discomfort when the female mosquito bites to obtain blood. Reactions range from irritation in the area of the bite to severe allergic reactions or secondary infections resulting from scratching the irritated area. Additionally, an abundance of mosquitoes can cause economic losses, and loss of use or enjoyment of recreational, agricultural, or industrial areas.

Of the world's three thousand mosquito species, more than fifty live in California, and twenty-four have been identified in Inyo County. Continuous surveillance and special control efforts are aimed the most common species in the county. The primary species in the County are summarized as follows:

- Culiseta incidens
- Culiseta inornata

- Culex tarsalis
- Culex erythrothorax

- Aedes dorsalis
- Aedes melanimon
- Aedes nigromaculis
- Aedes increpitus
- Aedes sierrensis

- Anopheles franciscanus
- Anopheles freeborni

Most of the vectors mentioned above are extremely mobile and cause the greatest hazard or discomfort away from their breeding site. Each of these potential vectors has a unique life cycle, and most of them occupy different habitats. In order to effectively control these vectors, an integrated vector management program must be employed. OVMAP policy is to identify those species that are currently vectors, to recommend techniques for their prevention and control, and to anticipate and minimize any new interactions between vectors and humans.

² The improved mosquito and vector control and disease prevention services would materially increase the usefulness, utility, livability and desirability of properties in the Assessment District.

INTEGRATED PEST MANAGEMENT

As noted, the Program's Services address several types of vectors and share general principles and policies. These include the identification of vector problems; responsive actions to control existing populations of vectors, prevention of new sources of vectors from developing, and the management of habitat in order to minimize vector production; education of land-owners and others on measures to minimize vector production or interaction with vectors; and provision and administration of funding and institutional support necessary to accomplish these goals.

In order to accomplish effective and environmentally sound vector management, the manipulation and control of vectors must be based on careful surveillance of their abundance, habitat (potential abundance), pathogen load, and/or potential contact with people; the establishment of treatment criteria (thresholds); and appropriate selection from a wide range of control methods. This dynamic combination of surveillance, treatment criteria, and use of multiple control activities in a coordinated program is generally known as Integrated Pest Management (IPM) (Glass 1975, Davis et al 1979, Borror et al 1981, Durso 1996, Robinson 1996).

The OVMAP's Vector Management Program, like any other IPM program, by definition involves procedures for minimizing potential environmental impacts. The Program employs IPM principles by first determining the species and abundance of vectors through evaluation of public service requests and field surveys of immature and adult pest populations; and then, if the populations exceed predetermined criteria, using the most efficient, effective, and environmentally sensitive means of control. For all vector species, public education is an important control strategy, and for some vectors (rodents, ticks) it is the Program's primary control method. In some situations, water management or other physical control activities (historically known as "source reduction" or "permanent control") can be instituted to reduce vector-breeding sites. The Program also uses biological control such as the planting of mosquitofish (in ornamental ponds, unused swimming pools and other standing water bodies). When these approaches are not effective or are otherwise inappropriate, natural materials that have been found to be environmentally safe are used to treat specific pest-producing or pest-harboring areas.

The following is a summary of the OVMAP's efforts to apply IPM to the vectors and issues outlined above.

MOSQUITOES

PERMANENT WATER MOSQUITOES

Risk assessment: historically, *Culex tarsalis* and *Culex erythrothorax* have been very abundant in the Owens Valley. The great vector potential of these species documented in other parts of the state suggests that they are principal mosquito threats. The threat of *Anopheles* as vectors is reduced by the absence of resident malaria pathogens in the area.

Culiseta, particularly *Culiseta Inornata*, are very widespread in the county, occurring in many kinds of habitats during most of the year. However, tests of their ability to transmit viral pathogens show them to be of little significance as vectors.

Surveillance: Surveillance of these mosquitoes is accomplished by a combination of methods. First, individual residents and property owners call the Program with complaints about bites or potential larval sites. Second, technicians and surveillance staff actively examine potential sites by sampling water, collecting larvae, and identifying the larvae to species. Finally, various traps (light traps, carbon dioxide baited traps) are used to identify species and general breeding locations.

During the warm months, additional temporary staff is hired to help inspect and treat catch basins throughout the County, particularly in the urbanized areas. Catch basins can produce *Culex Tarsalis* in great numbers at locations close to residences and businesses.

Viruses transmitted by permanent water mosquitoes are surveyed by testing the mosquito vectors, the avian reservoirs, and humans. Other viral tests of mosquitoes, birds, or mammals are performed by the California Department of Health Services. The Program has participated in the state-wide dead bird surveillance program for West Nile virus, responding to reports of dead birds from the public. These results are mapped using a Geographic Information System. Humans are tested by various laboratories, but the Program actively seeks data.

Control: The Program currently uses four main materials to kill permanent water larvae and mosquitoes. The toxin of the natural bacteria *Bacillus thuringiensis israelensis* (Bti) can be applied as either a liquid or a granule. This toxin must be eaten by larvae, restricting its use to the first through third instars. BTI has the tremendous advantage of specificity, only affecting mosquitoes and related groups of flies. The spores of *Bacillus sphaericus* (Bs) are also available for liquid spray or granular application. This product has the advantage over BTI of sometimes reproducing in the water, extending the life of its effectiveness. Bs is only effective against *Culex* and works well in highly polluted water. Methoprene is an analogue of a natural insect hormone that prevents successful development of larvae. It is available as a short-lived liquid and longer-acting granules and briquets. Finally, the Program uses a short life-cycle oil combined with surfactants (Golden Bear and Agnique MMS) in situations where the materials above will not work. Golden Bear and Agnique MMS the only materials available that is effective against pupae.

The Program uses the mosquito fish, *Gambusia affinis*, for biological control. These work particularly well during warm months in decorative ponds and swimming pools, but they are also used in surface water that does not connect with the watershed. The Program is prohibited from introducing these fish into watersheds, though many of the creeks are already populated by mosquito fish. Mosquito fish can be used in combination with BTI, Bs, and methoprene in a process sometimes referred to as Integrated Biological Control.

Monitoring: For the most part, monitoring is the continuation of surveillance activities. Technicians specifically check treatment sites to be sure that applications were successful. The surveillance section operates carbon-dioxide baited traps.

FLOODWATER MOSQUITOES

Risk assessment: The species remains the main nuisance threat in the area. Owens River oxbows can fill with water when river levels rise. Untreated water in the oxbows will produce huge numbers (up to 3 billion per acre) of floodwater mosquitoes that will migrate to lights at night. Lights at night are usually where people live, so these huge populations can severely impact communities adjacent to the Owens River. River oxbows can flood and produce mosquitoes anytime river levels rise above 450 cubic feet per minute during warm weather.

Surveillance: The Program has an annual program of quantitative surveillance of *Aedes melanimon* that consists of counted dips from habitats and counts of larvae by instar (the lifecycle stage between molts). The location and intensity of surveillance is guided by observation of rainfall and irrigation schedules, the sources of water for this species. This style of surveillance is necessary to time treatments of large areas. Surveillance for this species is one of the principal activities of technicians from March through October. *Aedes melanimon* requires alert attention to Irrigation schedules in the summer followed by rapid inspection of sites. At summer temperatures, this species can complete development in a week. There is a risk of allowing emergence of this species between inspection visits to remote sites.

Monitoring: *Aedes melanimon* are aggressive day- and night-time biters. As a result, public complaints are an accurate assessment of the success or failure of treatments. Carbon-dioxide baited traps are also an effective means of monitoring the adults of these species.

DISEASE SURVEILLANCE

In addition to the nuisance of disrupting human activities and causing our environment to be uninhabitable, certain insects and animals may transmit a number of diseases. The diseases of most concern in Inyo County are WNV, St. Louis Encephalitis (SLE) and Western Equine Encephalomyelitis (WEE) transmitted by mosquitoes.

The Program has found mosquito and other potential vector sources scattered throughout the Owens Valley Area. All properties within the Program are within mosquito-flying range of one or more mosquito sources, and/or the normal travel range of one or more other vectors. Furthermore, the Program has long suffered from mosquitoes and other vectors and includes a large number of sources.

Mosquito populations are surveyed using a variety of field methods and traps. Surveillance is conducted in a manner based upon an equal spread of resources throughout the Program boundaries, focusing on areas of likely sources. Treatment strategies are based upon the results of the surveillance program, and are specifically designed for individual area. Small

volume mosquito “dippers” and direct observation are used to evaluate larval populations, and service requests from the public, field landing counts, and carbon dioxide baited traps are used to evaluate adult populations. The surveillance traps are located and spread throughout the Program in a balanced approach such that the traps measure mosquito levels throughout the Program.

Mosquito-borne diseases are surveyed using adult mosquitoes and potentially wild birds. The OVMAP is in compliance with the Animal Welfare Act (Reg. No.: 93-R-0457) as administered by the United States Department of Agriculture (USDA) for the well-being and safety of laboratory animals.

Adult mosquitoes are collected and tested for SLE, WNV and WEE virus infection. Collection is made with traps baited with carbon dioxide from compressed cylinders.

Surveillance will also be conducted to determine vector habitat (e.g., standing water) and the effectiveness of control operations. Inspections will be conducted using techniques with insignificant impacts on the environment. Staff routinely uses pre-existing accesses such as roadways, open areas, walkways, and trails. Vegetation management (i.e., pruning trees, clearing brush, and herbicide application) is conducted where overgrowth impedes safe access. All of these actions only result in a temporary/localized physical change to the environment with regeneration/regrowth occurring within a span of six to nine months.

In order to access various sites throughout the OVMAP for surveillance and for control, OVMAP staff utilizes specialized equipment such as light trucks and all-terrain vehicles. OVMAP policies on use of this equipment are designed to avoid environmental impact.

The OVMAP currently collects and tests dead birds for the presence of WNV, SLE and WEE virus infection.

EDUCATION

The primary goal of the OVMAP’s activities is to prevent mosquitoes from reaching public nuisance or disease thresholds by managing their habitat while protecting habitat values for their predators and other beneficial organisms. Mosquito prevention is accomplished through public education, including site-specific recommendations on water and land use, and by physical control (discussed in a later section).

The OVMAP’s education program teaches the people within the Program how to recognize, prevent, and suppress vector breeding and harborage on their property. This part of the OVMAP’s Services is accomplished through the distribution of brochures, fact sheets, and newsletters, participation in local fairs and events, presentations to community organizations, contact with Technicians in response to service requests, and public service announcements and news releases.

CONTROL OF MOSQUITOES

When a mosquito source produces mosquitoes above OVMAP treatment thresholds, the Mosquito Control Technician will generally work with the landowner or responsible agency to reduce the habitat value of the site for mosquitoes (“physical control”). If this is ineffective, the Technician will determine the best method of further treatment including biological control and/ or chemical control. The Program’s objective is to provide the properties a “Zone of Benefit” level of consistent mosquito and vector control such that all properties would benefit from equivalent reduced levels of mosquitoes and other vectors. Surveillance and monitoring are provided on a Program-wide basis. The Program, though, cannot predict where control measures will be applied because the type and location of control depends on the surveillance and monitoring results. However, the control thresholds and objectives are comparable throughout the Zone of Benefit.

- **Physical Control**

The OVMAP directs the property owner to manage mosquito habitat areas (“breeding sources”) within the Assessment District to reduce mosquito production. This may include removal of containers and debris, plant mosquito fish in standing water from unmaintained swimming pools and spas, direct property owners for the removal of vegetation or sediment, interrupting water flow, rotating stored water, pumping and/or filling sources, improving drainage and water circulation systems, breaching or repairing levees, and installing, improving, or removing culverts, and other water control structures in wetlands.

- **Biological Control**

The mosquitofish, *Gambusia affinis*, is the OVMAP’s primary biocontrol agent used against mosquitoes. Mosquitofish are not native to California, but have been widely established in the state since the early 1920’s, and now inhabit most natural and constructed water bodies. The OVMAP rears mosquitofish in large tanks and periodically uses nets to collect mosquitofish from natural water bodies located in the County. OVMAP technicians place mosquitofish only in man-made settings within the Assessment District where either previous surveillance has demonstrated a consistently high production of mosquitoes, or where current surveillance indicates that mosquito populations will likely exceed chemical control thresholds without prompt action. Mosquitofish are also made available to the people to control mosquito production only in artificial containers such as ornamental fishponds, water plant barrels, horse troughs, and abandoned swimming pools within the Assessment District.

- **Material Control**

Since many mosquito-breeding sources cannot be adequately controlled with physical control measures or mosquitofish, the OVMAP also uses natural biological materials and/or insecticides found to be harmless to the environment and approved by the Department of Agriculture and other environmental agencies to control mosquito production where observed mosquito production exceeds OVMAP thresholds. When field inspections indicate the presence of mosquito populations which meet OVMAP criteria for material control (including presence of disease, abundance, density, species composition, proximity to human settlements, water temperature, presence of predators, and others), OVMAP staff applies these materials to the site in strict accordance with the label instructions.

- **West Nile Virus Strategic Response Plan**

Inyo County's West Nile Virus Strategic Response Plan is comprised of the following five elements: Public Education, Surveillance, Mosquito Control, Response, and Remediation.

Education

The goal of this step is to educate and inform Inyo County residents about WNV specifically, and mosquito control generally. The methods used to achieve this goal include outreach materials in both English in Spanish, available through the web and other media; the implementation of an education campaign aimed at prevention and education rather than reaction and alarm; proactive press releases and media contact; and the establishment of the County of Inyo as the local resource regarding West Nile Virus.

Surveillance

In order to efficiently and accurately identify and monitor the onset, spread and risk of mosquito-borne diseases (including WNV) in the County of Inyo, technicians regularly trap and test mosquitoes in over 12 locations each week., as well as monitor over 200 known mosquito-breeding locations throughout the County. This monitoring may involve site visits or be in response to citizen inquiries or complaints. Breeding activity is verified by visual observation, trapping and/or larval collection from water sources using dipping equipment.

Mosquito Control

To effectively break the chain of events that lead to the spread of WNV, the most effective measures have been directed at the reduction of mosquitoes. As outlined in a previous section, the County employs an Integrated Pest Management (IPM) approach that uses physical, biological and chemical control measures.

Response

The WNV Strategic Response Plan is based on conditions established by the California Department of Health Services (CDHS) California Mosquito-borne Virus Response Plan and the Centers for Disease Control (CDC) that exist at three response levels identified as normal season, emergency planning, and epidemics of WNV.

Remediation

In order to achieve the county's goal of reducing or eliminating mosquito breeding locations countywide by attaining compliance with existing regulatory requirements, OVMAP will seek voluntary compliance in all cases. In the event that voluntary compliance cannot be attained, the OVMAP will work with property owners, public agencies and municipalities to ensure appropriate remediation to protect public health.

OVMAP ANNUAL SUMMARY 2017

- Made planned staff changes to improve flexibility and efficiency. Staff now include one fulltime Field Operations Supervisor, one Project Coordinator (50% time), one Field Technician (50% time, and four seasonal Field Technicians hired as needed.
- Performed regular and routine trapping at twenty sites in our district from Cartago to Mammoth Lakes. This information is used to determine types and abundance of adult female mosquitoes; success or failure of nearby treatment to control mosquitoes and for disease testing when most competent species is collected in large quantities.
- Set and maintained four surveillance traps to monitor for invasive mosquitoes. These traps are placed from Lone Pine to Bishop. No invasive mosquito species were found.
- Performed 94 adulticiding applications throughout the district.
- Performed 844 mosquito larvicide applications to control mosquitoes before they became adult biting insects.
- Attended and completed continuing education to maintain State of California Vector Technician certification. A total of four staff members now hold current Vector Control Technician certification cards. Two of these staff members received certification for the first time in 2017.
- Performed public outreach throughout the year, including personal contact, such as manning a booth at the Tri-county Fair and through social media such as Facebook
- Fulfilled contract with Mammoth Lakes Mosquito Abatement District as a full service contractor for all mosquito control duties of a district.
- Performed maintenance of our fleet of nine ATV's; one side by side; one track vehicle; five adulticide vehicles and nine pick-up trucks.

ESTIMATE OF COST

FIGURE 1
OWENS VALLEY MOSQUITO ABATEMENT PROGRAM
Mosquito Control and Disease Prevention Assessment
Estimate of Cost
Fiscal Year 2020-21

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM Mosquito Control and Disease Prevention Assessment Estimate of Cost Fiscal Year 2020-21			
			Total Budget
Mosquito Control Services and Related Expenditures:			
Mosquito Control Operations		\$	406,696
Materials, Supplies, Equipment and Administration			63,707
Internal Charges and Operating Transfers			90,175
Facilities, Capital Equipment and Fixed Assets			-
Total Services and Operation			560,578
Less:			
OVMAP Assessment #1			(205,685)
Contribution from Other Sources			(146,643)
Net Cost of Mosquito Control, Fixed Asset Equipment, Operation			208,250
Incidental Costs:			
County Collection, Levy Administration, and Other Incidentals			12,500
Contribution to Reserves and Emergency/Contingency Funds			-
Total Mosquito Control Services and Incidentals		\$	220,750
(Net Amount to be Assessed)			
Budget Allocation to Property:			
Zone of Benefit	Total SFE Units	Assessment per SFE	Total Assessment
Zone A	8,177	\$ 26.47	\$ 216,455
Zone B	649	\$ 6.62	\$ 4,295
			\$ 220,750

Notes

¹ Includes allowance to account for any uncollectible assessments.

² Please see "Method of Assessment" on page 42 for definition of SFE Benefit Units.

Notes:

1. As determined in the following section, at least 5% of the cost of the Services must be funded from sources other than the assessments to cover any general benefits from the Services. Therefore, out of the total cost of Services of \$573,078 the District must contribute at least \$ 28,654 from sources other than the assessments. The District will contribute over \$146,643, which is well over the estimated general benefits.
2. Incidental Costs includes allowance for uncollectible assessments from assessments on public agency parcels, County collection charges, and assessment administration costs.
3. SFE Units means Single Family Equivalent benefit units. See method of assessment in the following Section for further definition.
4. The assessment rate per SFE is the total amount of assessment per Single Family Equivalent benefit unit.
5. The proceeds from the assessments will be deposited into a special fund for the Assessment. Funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the fiscal year, June 30, must be carried over to the next fiscal year. The assessment amounts are rounded down to the even penny for purposes of complying with the collection requirements from the County Auditor. Therefore, the total assessment amount for all parcels subject to the assessments may vary slightly from the net amount to be assessed.

METHOD OF ASSESSMENT

This section of the Report describes the benefits to be derived from the Services provided by the OVMAP for property in the Assessment District, and the methodology used to apportion the total assessment to properties within the Mosquito Abatement Program Assessment District.

The Mosquito Abatement Assessment area consists of all Assessor Parcels as defined by the approved boundaries of the Assessment District.

The method used for apportioning the assessment is based upon the proportional special benefits to be derived by the properties in the Assessment District over and above general benefits conferred on real property in the Assessment District. Special benefit is calculated for each parcel in the Assessment District using the following process:

1. Identification of total benefit to the properties derived from the Services
2. Calculation of the proportion of these benefits that are special vs. general
3. Determination of the relative special benefit within different areas within the Assessment District
4. Determination of the relative special benefit per property type and property characteristic
5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type and property characteristics

DISCUSSION OF BENEFIT

In summary, the assessments can only be levied based on the special benefit to property. This special benefit is received by property over and above any general benefits from the additional Services. With reference to the engineering requirements for property related assessments, under Proposition 218 an engineer must determine and prepare a report evaluating the amount of special and general benefit received by property within the County as a result of the improvements or services provided by a local agency. That special benefit is to be determined in relation to the total cost to that local entity of providing the service and/or improvements.

Proposition 218 as described in Article XIID of the California Constitution has confirmed that assessments must be based on the special benefit to property:

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

The below benefit factors, when applied to property in the Assessment District, confer special benefits to property and ultimately improve the safety, utility, functionality and

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

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

"This is the "traditional purposes" exception. These existing assessments do not need property owner approval to continue. However, future assessments for these traditional purposes are covered."³

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

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

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

³ Howard Jarvis Taxpayers Association, "Statement of Drafter's Intent", January 1997.

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

*Allows special benefit assessments to finance vector control projects and programs, consistent with Proposition 218.*⁴

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

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

MOSQUITO AND VECTOR CONTROL IS A SPECIAL BENEFIT TO PROPERTIES

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

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

⁴ Senate Bill 1588, Mosquito Abatement and Vector Control District Law, Legislative bill analysis

BENEFIT FACTORS

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

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

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

Excessive mosquitoes and other vectors in the area can materially diminish the utility and usability of property. For example, prior to the commencement of mosquito control and abatement services, properties in many areas in the State were considered to be nearly uninhabitable during the times of year when the mosquito populations were high.⁵ The prevention or reduction of such diminished utility and usability of property caused by mosquitoes is a clear and direct advantage and special benefit to property in the Assessment District.

The State Legislature made the following finding on this issue:

⁵ Prior to the commencement of modern mosquito control services, areas in the State of California such as the San Mateo Peninsula, Napa County, Lake County and areas in Marin and Sonoma Counties had such high mosquito populations or other vector populations that they were considered to be nearly unlivable during certain times of the year and were largely used for part-time vacation cottages that were occupied primarily during the months when the natural vector populations were lower.

“Excess numbers of mosquitoes and other vectors spread diseases of humans, livestock, and wildlife, reduce enjoyment of outdoor living spaces, both public and private, reduce property values, hinder outdoor work, reduce livestock productivity; and mosquitoes and other vectors can disperse or be transported long distances from their sources and are, therefore, a health risk and a public nuisance; and professional mosquito and vector control based on scientific research has made great advances in reducing mosquito and vector populations and the diseases they transmit.”⁶

Mosquitoes and other vectors emerge from sources throughout the Assessment District, and with an average flight range of two miles, mosquitoes from known sources can reach all properties in the Assessment District. These sources include standing water in rural areas, such as marshes, pools, wetlands, ponds, drainage ditches, drainage systems, tree holes and other removable sources such as old tires and containers. The sources of mosquitoes also include numerous locations throughout the urban areas in the Assessment District. These sources include underground drainage systems, containers, unattended swimming pools, leaks in water pipes, tree holes, flower cups in cemeteries, over-watered landscaping and lawns and many other sources. By controlling mosquitoes at known and new sources, the Services will materially reduce mosquito populations on specially benefiting property in the Assessment District.

A recently increasing source of mosquitoes is unattended swimming pools:

“Anthropogenic landscape change historically has facilitated outbreaks of pathogens amplified by peridomestic vectors such as Cx. pipiens complex mosquitoes and associated commensals such as house sparrows. The recent widespread downturn in the housing market and increase in adjustable rate mortgages have combined to force a dramatic increase in home foreclosures and abandoned homes and produced urban landscapes dotted with an expanded number of new mosquito habitats. These new larval habitats may have contributed to the unexpected early season increase in WNV cases in Bakersfield during 2007 and subsequently have enabled invasion of urban areas by the highly competent rural vector Cx. tarsalis. These factors can increase the spectrum of competent avian hosts, the efficiency of enzootic amplification, and the risk for urban epidemics.”⁷

- **Increased safety of property in the Assessment District.**

The Assessments result in improved year-round proactive Services to control and abate mosquitoes and other vectors that otherwise would occupy properties throughout the

⁶ Assembly Concurrent Resolution 52, chaptered April 1, 2003

⁷ Riesen William K. (2008). Delinquent Mortgages, Neglected Swimming Pools, and West Nile Virus, California. Emerging Infectious Diseases. Vol. 14(11).

Assessment District. Mosquitoes and other vectors are transmitters of diseases, so the reduction of mosquito and vector populations makes property safer for use and enjoyment. In absence of the assessments, these Services would not be provided, so the Services funded by the assessments make properties in the Assessment District safer, which is a distinct special benefit to property in the Assessment District.⁸ This is not a general benefit to property in the Assessment District or the public at large because the Services are tangible mosquito control and disease prevention services that will be provided directly to the properties in the Assessment District and the Services are over and above what otherwise would be provided by the District or any other agency.

This finding was confirmed in 2003 by the State Legislature:

“Mosquitoes and other vectors, including but not limited to ticks, Africanized Honey Bees, rats, fleas, and flies, continue to be a source of human suffering, illness, death and a public nuisance in California and around the world. Adequately funded mosquito and vector control, monitoring and public awareness programs are the best way to prevent outbreaks of West Nile Virus and other diseases borne by mosquitoes and other vectors.”ⁱ

Also, the Legislature, in Health and Safety Code Section 2001, finds that:

“the protection of Californians and their communities against the discomforts and economic effects of vector borne diseases is an essential public service that is vital to public health, safety, and welfare.”

- **Reductions in the risk of new diseases and infections on property in the Assessment District.**

Mosquitoes have proven to be a major contributor to the spread of new diseases such as West Nile Virus, among others. A highly mobile population combined with migratory bird patterns can introduce new mosquito-borne diseases into previously unexposed areas.

⁸ By reducing the risk of disease and increasing the safety of property, the proposed Services will materially increase the usefulness and desirability of certain properties in the Assessment District.

“Vector-borne diseases (including a number that are mosquito-borne) are a major public health problem internationally. In the United States, dengue and malaria are frequently brought back from tropical and subtropical countries by travelers or migrant laborers, and autochthonous transmission of malaria and dengue occasionally occurs. In 1998, 90 confirmed cases of dengue and 1,611 cases of malaria were reported in the USA and dengue transmission has occurred in Texas.”⁹

“During 2004, 40 states and the District of Columbia (DC) have reported 2,313 cases of human WNV illness to CDC through ArboNET. Of these, 737 (32%) cases were reported in California, 390 (17%) in Arizona, and 276 (12%) in Colorado. A total of 1,339 (59%) of the 2,282 cases for which such data were available occurred in males; the median age of patients was 52 years (range: 1 month--99 years). Date of illness onset ranged from April 23 to November 4; a total of 79 cases were fatal.”¹⁰ (According to the Centers for Disease Control and Prevention on January 19, 2004, a total of 2,470 human cases and 88 human fatalities from WNV have been confirmed).

A study of the effect of aerial spraying conducted by the Sacramento-Yolo Mosquito and Vector Control District (SYMVCD) to control a West Nile Virus disease outbreak found that the SYMVCD's mosquito control efforts materially decreased the risk of new diseases in the treated areas:

After spraying, infection rates decreased from 8.2 (95% CI 3.1–18.0) to 4.3 (95% CI 0.3–20.3) per 1,000 females in the spray area and increased from 2.0 (95% CI 0.1–9.7) to 8.7 (95% CI 3.3–18.9) per 1,000 females in the untreated area. Furthermore, no additional positive pools were detected in the northern treatment area during the remainder of the year, whereas positive pools were detected in the untreated area until the end of September (D.-E.A Elnaiem, unpub. data). These independent lines of evidence corroborate our conclusion that actions taken by SYMVCD were effective in disrupting the WNV transmission cycle and reducing human illness and potential deaths associated with WNV.¹¹

The Services funded by the assessments will help prevent on a year-round basis the presence of vector-borne diseases on property in the Assessment District. This is another tangible and direct special benefit to property in the Assessment District that would not be received in absence of the assessments.

⁹ Rose, Robert. (2001). Pesticides and Public Health: Integrated Methods of Mosquito Management. Emerging Infectious Diseases. Vol. 7(1); 17-23.

¹⁰ Center for Disease Control. (2004). West Nile Virus Activity --- United States, November 9--16, 2004. Morbidity and Mortality Weekly Report. 53(45); 1071-1072.

¹¹ Carney, Ryan. (2008), Efficiency of Aerial Spraying of Mosquito Adulticide in Reducing the Incidence of West Nile Virus, California, 2005. Emerging Infectious Diseases, Vol 14(5)

- **Protection of economic activity on property in the Assessment District.**

As recently demonstrated by the SARS outbreak in China and outbreaks of Avian Flu, outbreaks of pathogens can materially and negatively impact economic activity in the affected area. Such outbreaks and other public health threats can have a drastic negative effect on tourism, business and residential activities in the affected area. The assessments will help to prevent the likelihood of such outbreaks in the District.

Mosquitoes hinder, annoy and harm residents, guests, visitors, farm workers, and employees. A vector-borne disease outbreak and other related public health threats would have a drastic negative effect on agricultural, business and residential activities in the Assessment District.

The economic impact of diseases is well documented. According to a study prepared for the Centers for Disease Control and Prevention, economic losses due to the transmission of West Nile Virus in Louisiana was estimated to cost over \$20 million over approximately one year:

*The estimated cost of the Louisiana epidemic was \$20.1 million from June 2002 to February 2003, including a \$10.9 million cost of illness (\$4.4 million medical and \$6.5 million nonmedical costs) and a \$9.2 million cost of public health response. These data indicate a substantial short-term cost of the WNV disease epidemic in Louisiana.*¹²

Moreover, a study conducted in 1996-97 of La Crosse Encephalitis (LACE), a human illness caused by a mosquito-transmitted virus, found a lifetime cost per human case at \$48,000 to \$3,000,000 and found that the disease significantly impacted lifespans of those who were infected. Following is a quote from the study which references the importance and value of active vector control services of the type that would be funded by the assessments:

*The socioeconomic burden resulting from LACE is substantial, which highlights the importance of the illness in western North Carolina, as well as the need for active surveillance, reporting, and prevention programs for the infection.*¹³

¹² Zohrabian A, Meltzer MI, Ratard R, Billah K, Molinari NA, Roy K, et al. West Nile Virus economic impact, Louisiana, 2002. Emerging Infectious Disease, 2004 Oct. Available from <http://www.cdc.gov/ncidod/EID/vol10no10/03-0925.htm>

¹³ Utz, J. Todd, Apperson, Charles S., Maccormack, J. Newton, Salyers, Martha, Dietz, E. Jacquelin, Mcpherson, J. Todd, Economic And Social Impacts Of La Crosse Encephalitis In Western North Carolina, Am J Trop Med Hyg 2003 69: 509-518

The Services to be funded by the assessments will help prevent the likelihood of such outbreaks on property in the Assessment District and will reduce the harm to economic activity on property caused by existing mosquito populations. This is another direct advantage received by property in the Assessment District that would not be received in absence of the assessments.

- **Protection of Assessment District's agriculture, tourism, and business industries.**

The agriculture, tourism and business industries will benefit from reduced levels of harmful or nuisance mosquitoes and other vectors. Conversely, any outbreaks of emerging vector-borne pathogens such as West Nile Virus could also materially negatively affect these industries. Diseases transmitted by mosquitoes and other vectors can adversely impact business and recreational functions.

A study prepared for the United States Department of Agriculture in 2003 found that over 1,400 horses died from West Nile Virus in Colorado and Nebraska and that these fatal disease cases created over \$1.2 million in costs and lost revenues. In addition, horse owners in these two states spent over \$2.75 million to vaccinate their horses for this disease. The study states that "Clearly, WNV has had a marked impact on the Colorado and Nebraska equine industry." ¹⁴

Pesticides for mosquito control impart economic benefits to agriculture in general. Anecdotal reports from farmers and ranchers indicate that cattle, if left unprotected, can be exsanguinated by mosquitoes, especially in Florida and other southeast coastal areas. Dairy cattle produce less milk when bitten frequently by mosquitoes ¹⁵

The assessments will serve to protect the businesses and industries and the employees and residents that benefit from these businesses and industries. This is a direct advantage and special benefit to property in the Assessment District.

- **Reduced risk of nuisance and liability on property in the Assessment District**

¹⁴ S. Geiser, A. Seitzinger, P. Salazar, J. Traub-Dargatz, P. Morley, M. Salman, D. Wilmot, D. Steffen, W. Cunningham, Economic Impact of West Nile Virus on the Colorado and Nebraska Equine Industries: 2002, April 2003, Available from http://www.aphis.usda.gov/vs/ceah/cnabs/nahms/equine/wnv2002_CO_NB.pdf

¹⁵ Jennings, Allen. (2001). USDA Letter to EPA on Fenthion IRED. United States Department of Agriculture, Office of Pest Management Policy. March 8, 2001.

In addition to health related factors, uncontrolled mosquito and vector populations create a nuisance for the occupants of property in the Assessment District. Properties in the Assessment District, therefore, will benefit from the reduced nuisance factor that will be created by the Services. Agricultural and rangeland properties also benefit from the reduced nuisance factor and harm to livestock and employees from lower mosquito and vector populations.

Agricultural, range, golf course, cemetery, open space and other such lands in the Assessment District contain large areas of mosquito and vector habitat and are therefore a significant source of mosquito and vector populations. In addition, residential and business properties in the Assessment District can also contain significant sources.¹⁶ It is conceivable that sources of mosquitoes could be held liable for the transmission of diseases or other harm. For example, in August 2004, the City of Los Angeles approved new fines of up to \$1,000 per day for property owners who don't remove standing water sources of mosquitoes on their property.

The Services will serve to protect the businesses and industries in the Assessment District. This is a direct advantage and a special benefit to property in the Assessment District.

- **Improved marketability of property.**

As described previously, the Services will specially benefit properties in the Assessment District by making them more useable, livable and functional. The Services also make properties in the Assessment District more desirable, and more desirable properties also benefit from improved marketability. This is another tangible and direct special benefit to property which will not be enjoyed in absence of the Services.¹⁷

BENEFIT FINDING

In summary, the special benefits described in this Report and the expansion of Services in the Assessment District directly benefit and protect the real properties in the Assessment District in excess of the assessments for these properties. Therefore, the assessment engineer finds that the cumulative special benefits to property from the Services are reasonably equal to or greater than the proposed annual assessment amount per benefit unit.

GENERAL VS. SPECIAL BENEFIT

Article XIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits

¹⁶ Sources of mosquitoes on residential, business, agricultural, range and other types of properties include removable sources such as containers that hold standing water.

¹⁷ If one were to compare two hypothetical properties with similar characteristics, the property with lower mosquito infestation and reduced risk of vector-borne disease will clearly be more desirable, marketable and usable.

conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund the special benefits to property in the Assessment District but cannot fund any general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

$$\text{Total Benefit} = \text{Total General Benefit} + \text{Total Special Benefit}$$

There is no widely-accepted or statutory formula for general benefit from vector control services. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. General benefits are conferred to properties located “in the district,¹⁸” but outside the narrowly-drawn Assessment District and to “the public at large.” SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements and services funded by the assessments.

A formula to estimate the general benefit is listed below:

General Benefit =

¹⁸ SVTA vs. SCCOSA explains as follows:

OSA observes that Proposition 218’s definition of “special benefit” presents a paradox when considered with its definition of “district.” Section 2, subdivision (i) defines a “special benefit” as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” (Art. XIII D, § 2, subd. (i), italics added.) Section 2, subdivision (d) defines “district” as “an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service.” (Art. XIII D, § 2, subd. (d), italics added.) In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special.

- Benefit to Real Property Outside the Assessment District
- + Benefit to Real Property Inside the Assessment District that is Indirect and Derivative
- + Benefit to the Public at Large

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, the overwhelming proportion of the benefits conferred to property is special, since the advantages from the mosquito, vector and disease control/protection funded by the Assessments are directly received by the properties in the Assessment District and are only minimally received by property outside the Assessment District or the public at large.

Proposition 218 twice uses the phrase “over and above” general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).) There currently is minimal mosquito and vector related services being provided to the Assessment District area that are not funded by benefit assessments. These minimal services form the baseline level of services in the Assessment District. Arguably, all of the Services to be funded by the assessment therefore would be a special benefit because the additional Services would particularly and distinctly benefit and protect the Assessment District over and above the previous baseline benefits and service.

Nevertheless, arguably some of the Services would benefit the public at large and properties outside the Assessment District. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

CALCULATING GENERAL BENEFIT

Without this assessment the Program would lack the funds to provide the additional and improved Services to property in the Assessment District. Consistent with footnote 8 of SVTA v. SCCOSA, and for the reasons described above, the Program has determined that all parcels in the Assessment District receive a shared direct advantage and special benefit from the Services. The Services directly and particularly serve and benefit each parcel, and are not a mere indirect, derivative advantage. As explained above, Proposition 218 relies on the concept of “over and above” in distinguishing special benefits from general benefits. As applied to an assessment this concept means that all vector control services, which provide direct advantage to property in the Assessment District, are over and above the baseline and therefore are special.

Nevertheless, the Services may provide a degree of general benefit, in addition to the predominant special benefit. This section provides a conservative measure of the general benefits from the Assessments.

BENEFIT TO PROPERTY OUTSIDE THE PROGRAM

Properties within the Assessment District receive almost all of the special benefits from the Services because the Services funded by the Assessments will be provided directly to protect property within the Assessment District from mosquitoes and vector-borne diseases. However, properties adjacent to, but just outside of, the boundaries may receive some benefit from the Services in the form of reduced mosquito populations on property outside the Assessment District. Since this benefit, is conferred to properties outside the district boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessment.

A measure of this general benefit is the proportion of Services that would affect properties outside of the Assessment District. Each year, the Program will provide some of its Services in areas near the boundaries of the Assessment District. By abating mosquito populations near the borders of the Assessment District, the Services could provide benefits in the form of reduced mosquito populations and reduced risk of disease transmission to properties outside the Assessment District. If mosquitoes were not controlled inside the Assessment District, more of them would fly from the Assessment District. Therefore control of mosquitoes within the Assessment District provides some benefit to properties outside the Assessment District but within the normal travel range of vectors in the form of reduced mosquito populations and reduced vector-borne disease transmission. Since mosquitoes are the predominant vector that would be controlled and mosquitoes most easily travel from their source location to properties in the area, typical mosquito destination ranges will be used to measure the extent that the Services will create reduced vector populations on property outside the Assessment District. This is a measure of the general benefits to property outside the Assessment District because this is a benefit from the Services that is not specially conferred upon property in the Assessment District.

The mosquito potential outside the Assessment District is based on studies of mosquito dispersion concentrations. Mosquitoes can travel up to two miles, on average, so this destination range is used. Based on studies of mosquito destinations, relative to parcels in the Assessment District average concentration of mosquitoes from the Assessment District on properties within two miles of the Assessment District is calculated to be 6%.¹⁹ This relative vector population reduction factor within the destination range is combined with the number of parcels outside the Assessment District and within the destination range to measure this general benefit and is calculated as follows:

CRITERIA:

Mosquitoes may fly up to 2 miles from their breeding source.

¹⁹ Tietze, Noor S., Stephenson, Mike F., Sidhom, Nader T. and Binding, Paul L., "Mark-Recapture of *Culex Erythrothorax* in Santa Cruz County, California", Journal of the American Mosquito Control Association, 19(2):134-138, 2003.

519 parcels within 2 miles of, but outside of the Program, may receive some mosquito and disease protection benefit
 6% portion of relative benefit that is received
 10,994 Parcels in the District

Calculations

Total Benefit = 519 parcels * 6% = 31 parcels equivalents
 Percentage of overall parcel equivalents = 31 / 10,994 = 0.28 %

Therefore, for the overall benefits provided by the Services to the Assessment District, it is determined that 0.28% of the benefits would be received by the parcels within two miles of the Assessment District boundaries. Recognizing that this calculation is an approximation, this benefit will be rounded up to 1.0%.

BENEFIT TO PROPERTY *INSIDE* THE DISTRICT THAT IS *INDIRECT AND DERIVATIVE*

The “indirect and derivative” benefit to property within the Assessment District is particularly difficult to calculate. As explained above, all benefit within the Assessment District is special because the mosquito and disease control services in the Assessment District would provide direct service and protection that is clearly “over and above” and “particular and distinct” when compared with the level of such protection under current conditions. Further the properties are within the Assessment District boundaries and this Engineer’s Report demonstrates the direct benefits received by individual properties from mosquito and disease control services.

In determining the Assessment District area, the Program has been careful to limit it to an area of parcels that will directly receive the Services. All parcels will directly benefit from the surveillance, monitoring and treatment that will be provided on an equivalent basis throughout the Assessment District in order to maintain the same improved level of protection against mosquitoes and other vectors and reduced mosquito and vector populations throughout the area. The surveillance and monitoring sites would be spread on a balanced basis throughout the area. Mosquito and vector control and treatment would be provided as needed throughout the area based on the surveillance and monitoring results. The shared special benefit - reduced mosquito levels and reduced presence of vector-borne diseases - would be received on an equivalent basis by all parcels in the Assessment District. Furthermore, all parcels in the Assessment District would directly benefit from the ability to request service from the Program and to have a Program field technician promptly respond directly to the parcel and address the owner’s or resident’s service need. The SVTA vs. SCCOSA decision indicates that the fact that a benefit is conferred throughout the Assessment District area does not make the benefit general rather than special, so long as the Assessment district is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. The Program therefore concludes that, other than the small general benefit to properties outside the Assessment District (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Assessment District are special benefits and it is not possible or appropriate to

separate any general benefits from the benefits conferred on parcels in the Assessment District.

BENEFIT TO THE PUBLIC AT LARGE

With the type and scope of Services to be provided to the Assessment District, it is very difficult to calculate and quantify the scope of the general benefit conferred on the public at large. Because the Services directly serve and benefit all of the property in the Assessment District, any general benefit conferred on the public at large would be small. Nevertheless, there would be some indirect general benefit to the public at large.

The public at large uses the public highways, streets and sidewalks, and when traveling in and through the Assessment District they will benefit from the Services. A fair and appropriate measure of the general benefit to the public at large therefore is the amount of highway, street and sidewalk area within the Assessment District relative to the overall land area. An analysis of maps of the Assessment District shows that approximately 1.3% of the land area in the Assessment District is covered by highways, streets and sidewalks. This 1.3% therefore is a fair and appropriate measure of the general benefit to the public at large within the Assessment District

SUMMARY OF GENERAL BENEFITS

Using a sum of the measures of general benefit for the public at large and land outside the Assessment District, we find that approximately 2.3% of the benefits conferred by the Mosquito and Disease Control Assessment may be general in nature and should be funded by sources other than the Assessment.

General Benefit =

- 1.0 % (Outside the district)
- + 0.0 % (Inside the district - indirect and derivative)
- + 1.3 % (Public at Large)

=2.3 % (Total General Benefit)

Although this analysis supports the findings that 2.3% of the assessment may provide general benefit only, this number is increased by the Assessment Engineer to 5% to conservatively ensure that no assessment revenue is used to support general benefit. This additional amount allocated to general benefit also covers general benefit to parcels in the Assessment District if it is later determined that there is some general benefit conferred on those parcels.

The Mosquito Abatement Program Assessment total budget for mosquito and vector abatement, disease control, capital improvement and incidental costs is \$711,401. Of this total budget amount, the OVMAP will contribute approximately 42% (\$301,134) of the total budget from sources other than the Mosquito Control and Disease Prevention Assessment. This contribution offsets any general benefits from the Mosquito Control and Disease Prevention Assessment Services.

METHOD OF ASSESSMENT

As previously discussed, the Assessments fund enhanced, comprehensive, year-round mosquito control, and disease surveillance and control Services that will reduce mosquito and vector populations on property and will clearly confer special benefits to properties in the Assessment District. These benefits can also partially be measured by the occupants on property in the Assessment District because such parcel population density is a measure of the relative benefit a parcel receives from the Services. Therefore, the apportionment of benefit is partially based the population density of parcels. It should be noted that many other types of "traditional" assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, a fixed assessment amount per parcel for all

residential improved property was considered but was determined to be inappropriate because agricultural lands, commercial property and other property also receive benefits from the assessments. Likewise, an assessment exclusively for agricultural land was considered but deemed inappropriate because other types of property, such as residential and commercial, also receive the special benefit factors described previously. An assessment primarily for the properties with sources of mosquitoes was considered but deemed inappropriate because these properties often have limited economic value and because mosquitoes typically fly from their source breeding locations to places occupied by people and animals. Furthermore, even urban residential properties can and do generate their own, often significant, populations of mosquito and vector organisms.

A fixed or flat assessment was deemed to be inappropriate because larger residential, commercial and industrial properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to a property that covers several acres in comparison to a smaller commercial property that is on a 0.25 acre site. The larger property generally has a larger coverage area and higher usage by employees, customers, tourists and guests that would benefit from reduced mosquito and vector populations, as well as the reduced threat from diseases carried by mosquitoes and other vectors. This benefit ultimately flows to the property.) Larger commercial, industrial and apartment parcels, therefore, receive an increased benefit from the assessments.

Therefore, the Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, its relative population and usage potential, its location and its destination potential for mosquitoes. This method is further described below.

ZONES OF BENEFIT

The OVMAP's mosquito and disease control programs, projects and services that will be funded by the Mosquito and Disease Control Assessment are concentrated on the areas encompassing the Owens Valley Floor. The remaining areas within the Program boundaries receive relatively less mosquito abatement services, and, therefore relatively lesser benefits from the Mosquito Abatement Program. The areas of lesser benefit are defined to include all parcels within Program boundaries that are within the Inyo National Forest, west of the Owens Valley Floor and those parcels generally along the eastern side of Owens Lake. These areas are hereinafter referred to as Zone of Benefit B or Zone B and are depicted on the Assessment Diagram included with this Report. All other parcels within the Program boundaries are within Zone A, which is generally considered to be the areas of the Owens Valley Floor.

Parcels in Zone B receive relatively less mosquito abatement services on a per parcel and land area basis than parcels in the greater Owens Valley Floor area. Approximately 9% of the total parcels within the Program are in Zone B and this area receives approximately 5% of the services. (5% of services / 9% of parcels = 56% of the relative services per parcel.)

Therefore, on a per parcel basis, parcels in Zone B receive approximately one half the relative services as those in Zone A. Alternatively, Zone B encompasses approximately 50% of the total area within Program boundaries. By this measure, Zone B receives approximately 10% of the relative services per acre in comparison to areas in Zone A. (5% of services / 50% of acreage = 10% of relative services per acre.) Using these measures, the relative level of service, which is a measure of relative benefit, is generally 50% on a parcel basis and 10% on an acreage basis. An average of these measures results in a 25% relative level of benefit in relation to Zone A.ⁱⁱ Therefore, it is deemed that the benefits to property in Zone B are 25% of the benefits to similar property in Zone A.

The SVTA vs. SCCOSA decision indicates:

In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”

We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefitting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).

In the assessment, the advantage that each parcel receives from the Services is direct, and the boundaries for each Zone of Benefit are narrowly drawn so each Zone includes parcels that receive the similar levels of benefit from the Services. Therefore, the even spread of assessment for similar properties in each of the narrowly drawn Zones of Benefit within the District is indeed consistent with the OSA decision.

ASSESSMENT APPORTIONMENT

The special benefits derived from the Assessment are conferred on property and are not based on a specific property owner’s occupancy of property or the property owner’s demographic status, such as age or number of dependents. However, it is ultimately people who do or could use the property and who enjoy the special benefits described above. Therefore, the opportunity to use and enjoy the region within the Assessment District without the excessive nuisance, diminished “livability” or the potential health hazards brought by mosquitoes, vectors, and the diseases they carry is a special benefit to properties in the County. This benefit is related to the number of people who potentially live on, work at, visit or otherwise use the property, because people ultimately determine the value of the benefits

by choosing to live, work and/or recreate in the area, and by choosing to purchase property in the area.ⁱⁱⁱ

In order to apportion the cost of the Services to property, each property in the Assessment District is assigned a relative special benefit factor. This process involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated a SFE value, which is each property's relative benefit in relation to a single family home on an average sized residential parcel. The "benchmark" property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

The special benefit conferred upon a specific parcel is derived as a sum function of the applicable special benefit type (such as improved safety (i.e. disease risk reduction) on a parcel for a mosquito assessment) and a parcel-specific attributes (such as the number of residents living on the parcel for a mosquito assessment) which supports that special benefit. Calculated special benefit increases accordingly with an increase in the product of special benefit type and supportive parcel-specific attribute.

The calculation of the special benefit per parcel is summarized in the following equation:

$$\text{Special Benefit (per parcel)} = \sum f (\text{Special Benefits, Property Specific Attributes}^1)_{\text{(per parcel)}}$$

1. Such as use, property type, and size.

RESIDENTIAL PROPERTIES

Certain residential properties in the Assessment District that contain a single residential dwelling unit and are on a lot of less than or equal to one acre are assigned one Single Family Equivalent or 1.0 SFE. Traditional houses, zero-lot line houses, and townhomes are included in this category of single family residential property.

Single family residential properties in excess of one acre receive additional benefit relative to a single family home up to one acre, because the larger parcels provide more area for mosquito sources and OVMAP vector services. Therefore, such larger parcels receive additional benefits relative to a single family home on less than one acre and are assigned 1.0 SFE for the residential unit and an additional rate equal to the agricultural rate described below of 0.002 SFE per one-quarter acre of land area in excess of one acre. Mobile home parcels on a separate parcel and in excess of one acre also receive this additional acreage rate.

Other types of properties with residential units, such as agricultural properties, are assigned the residential SFE rates for the dwelling units on the property and are assigned additional SFE benefit units for the agricultural-use land area on the property.

Properties with more than one residential unit are designated as multi-family residential properties. These properties, along with condominiums, benefit from the services and improvements in proportion to the number of dwelling units that occupy each property, the average number of people who reside in each property, and the average size of each property in relation to a single family home in Inyo County. This Report analyzed Inyo County population density factors from the 2000 US Census as well as average dwelling unit size for each property type. After determining the Population Density Factor and Square Footage Factor for each property type, an SFE rate is generated for each residential property structure, as indicated in Figure 3 below.

The SFE factor of 0.48 per dwelling unit for multifamily residential properties applies to such properties with two to four units (duplex, triplex, fourplex). The SFE factor for multifamily properties with five to twenty units is 0.36 per unit. Properties in excess of 20 units typically offer on-site management, monitoring and other control services that tend to offset some of the benefits provided by the Program. Therefore the benefit for properties in excess of 5 units is determined to be 0.36 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units.

FIGURE 2
INYO COUNTY RESIDENTIAL ASSESSMENT FACTORS

	Total Population	Occupied Households	Persons per Household	Pop. Density Equivalent	SqFt Factor	Proposed Rate
Single Family Residential	11,326	4,670	2.43	1.00	1.00	1.00
Condominium	363	176	2.06	0.85	0.70	0.60
Duplex, Triplex, Fourplex	786	330	2.38	0.98	0.49	0.48
Multi-Family Residential, 5+ Units	752	400	1.88	0.78	0.47	0.36
Mobile Home on Separate Lot	4,516	2,079	2.17	0.90	0.45	0.40

Source: 2000 Census, Inyo County and property dwelling size information from the Inyo County Assessor data and other sources.

COMMERCIAL/INDUSTRIAL PROPERTIES

Commercial and industrial properties receive similar benefits from the Services as single family homes because employees and customers of such properties benefit similarly to residents from reduced mosquito and disease risk. However, commercial and industrial properties are generally open and operated for more limited times, relative to residential properties. Therefore, the relative hours of operation can be used as a relative measure of benefits, since residents and employees also provide a measure of the relative benefit to property. Since commercial and industrial properties are typically open and occupied by employees approximately one-half the time of residential properties, it is reasonable to assume that commercial land uses receive one-half of the special benefit on a land area basis relative to single family residential property.

The average size of a single family home with 1.0 SFE factor in Inyo County is 0.25 acres. Therefore, a commercial property with 0.25 acres receives one-half the relative benefit, or a 0.50 SFE factor.

The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously are also related to the average number of people who work at commercial/industrial properties.

To determine employee density factors, this Report utilizes the findings from the San Diego County Association of Governments Traffic Generators Study (the "SANDAG Study") because these findings were approved by the State Legislature which determined the SANDAG Study to be a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24. As presented in Figure 4, the SFE factors for other types of businesses are determined relative to their typical employee density in relation to the average of 24 employees per acre of commercial property.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per quarter acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres. Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate. Figure 4 lists the benefit assessment factors for business properties.

AGRICULTURAL, RANGELAND, GOLF AND CEMETERY PROPERTIES

Utilizing research and agricultural employment reports from UC Davis and the California Employment Development Department and other sources, this Report calculated an average usage density of 0.05 people per acre for agriculture property, 3.0 for golf courses, 0.01 for rangelands and timber and 1.2 for cemeteries. Since these properties typically are a source of mosquitoes and/or are typically closest to other sources of mosquitoes and other vectors, it is reasonable to determine that the benefit to these properties is twice the usage density ratio of commercial properties. The SFE factors per 0.25 acres of land area are shown in the following Figure 4.

FIGURE 3

Commercial/Industrial Benefit Assessment Factors

Type of Commercial/Industrial Land Use	Average Employees Per Acre ¹	SFE Units per Fraction Acre ²	SFE Units per Acre After 5
Commercial	24	0.500	0.500
Office	68	1.420	1.420
Shopping Center	24	0.500	0.500
Industrial	24	0.500	0.500
Self Storage or Parking Lot	1	0.021	
Golf Course	3.00	0.13	↓
Cemetery	1.20	0.05	↓
Agriculture	0.05	0.002	↓
Rangelands/Timber	0.010	0.00042	

1. Source: San Diego Association of Governments Traffic Generators Study, University of California, Davis and other sources.

2. The SFE factors for commercial and industrial parcels indicated above are applied to each quarter acre of land area or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

VACANT PROPERTIES

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties. However, vacant properties are assessed at

a lower rate due to the lack of active benefits, as measured by use by residents, employees, customers and guests. A measure of the benefits accruing to the underlying land is the average value of land in relation to improvements for developed property. An analysis of the assessed valuation data from the County of Inyo found that 50% of the assessed value of improved properties is classified as land value. Since vacant properties have very low to zero population/use densities until they are developed, a 50% benefit discount is applied to the valuation factor of 0.50 to account for the current low use density and potential for harm or nuisance to the property owner or his residents, employees, customers and guests. The combination of these measures results in a 0.25 factor. It is reasonable to assume, therefore, that approximately 25% of the benefits are related to the underlying land and 75% are related to the day-to-day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.25 per parcel.

OTHER PROPERTIES

Article XIIIID stipulates that publicly owned properties must be assessed unless those properties are reasonably determined to receive no special benefit from the assessment.

All properties that are specially benefited are assessed. Publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property. Other public properties such as watershed parcels, parks, open space parcels are determined to, on average, receive similar benefits as a single family home. Therefore such parcels are assessed an SFE benefit factor of 1. Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive minimal benefit from the Services and are assessed an SFE benefit factor of 0.

Church parcels, institutional properties, and property used for educational purposes typically generate employees on a less consistent basis than other non-residential parcels. Therefore, these parcels are determined to, on average, receive similar benefits as a single family home. Therefore such parcels are assessed an SFE benefit factor of 1.

APPEALS AND INTERPRETATION

Any property owner, who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Commissioner of the Inyo County Agriculture Department or his or her designee. Any such appeal is limited to correction of an assessment during the then current Fiscal Year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Commissioner or his or her designee will promptly review the appeal and any information provided by the property owner. If the Commissioner or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County of Inyo for collection, the Commissioner or his or her designee is authorized

to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Commissioner or his or her designee shall be referred to the Board of Supervisors of the County of Inyo and the decision of the Board of Supervisors of the County of Inyo shall be final.

ASSESSMENT

WHEREAS, the Board of Supervisors contracted with the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs of Services, a diagram for a benefit assessment Program, an assessment of the estimated costs of Services, and the special and general benefit conferred thereby upon all assessable parcels within Owen Valley Mosquito Abatement Program – Mosquito and Disease Control Assessment;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under Article XIID of the California Constitution, the Government Code and the Health and Safety Code and the order of the Board of Supervisors of Inyo County, hereby make the following determination of an assessment to cover the portion of the estimated cost of the Services, and the costs and expenses incidental thereto to be paid by the Mosquito Control and Disease Prevention Assessment.

The amount to be paid for the services and improvements and the expenses incidental thereto, to be paid by the Owens Valley Mosquito Abatement Program for the fiscal year 2020-21 is generally as follows:

Figure 4

**SUMMARY COST ESTIMATE
FISCAL YEAR 2020-21 BUDGET**

Mosquito Control Services	\$	406,696
Administration, Equipment and Charges		153,882
Incidentals & Reserves		12,500
Total Budget		573,078
Less:		
District Contribution & Current Rev.		(352,328)
Net Amount To Assessments	\$	220,750

An Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Assessment Program. The distinctive number of each parcel or lot of land in the Assessment Program is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby determine and apportion the net amount of the cost and expenses of the Services, including the costs and expenses incidental thereto, upon the parcels and lots of land within the Mosquito Control and Disease Prevention Assessment, in accordance with the special benefits to be received by each parcel or lot, from the Services, and more particularly set forth in the Cost Estimate hereto attached and by reference made a part hereof.

The assessment determination is made upon the parcels or lots of land within the Assessment District in proportion to the special benefits to be received by the parcels or lots of land, from the Services.

The assessment is subject to an annual adjustment tied to the Consumer Price Index for the Los Angeles Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 3%. The assessment rate per single family equivalent benefit unit for the Mosquito Abatement Program Assessment may increase in future years by an amount equal to the annual change in the CPI, not to exceed 3% per year. In the event that the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3%.

The change in the CPI from December 2018 to December 2019 was 2.45% and the Unused CPI carried forward from the previous fiscal year is 0.86%. Therefore, the maximum authorized assessment rate for fiscal year 2020-21 can be increased by 3.00% which equates to \$26.47 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2020-21 at the rate of \$26.47 for Zone A and \$6.62 for Zone B, which is the maximum authorized assessment rate.

The assessment may be continued annually and may be adjusted by up to the maximum annual CPI adjustment without any additional assessment ballot proceeding. In the event that in future years the assessments are continued at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

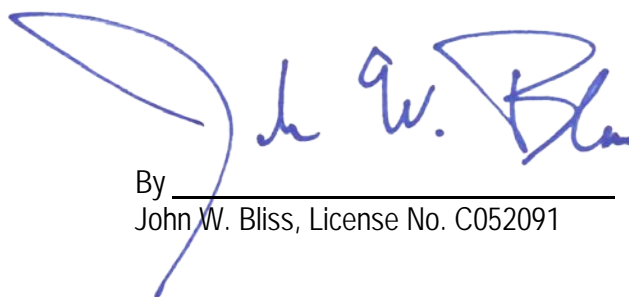
If property owners, in an assessment ballot proceeding, approve the initial assessment including the CPI adjustment schedule, the assessment may be levied annually and may be adjusted by up to the maximum annual CPI adjustment without any additional assessment ballot proceeding.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Inyo for the fiscal year 2020-21. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Assessor of the County of Inyo

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2020-21 for each parcel or lot of land within the Mosquito Control and Disease Prevention Assessment District.

Dated: June 16, 2020

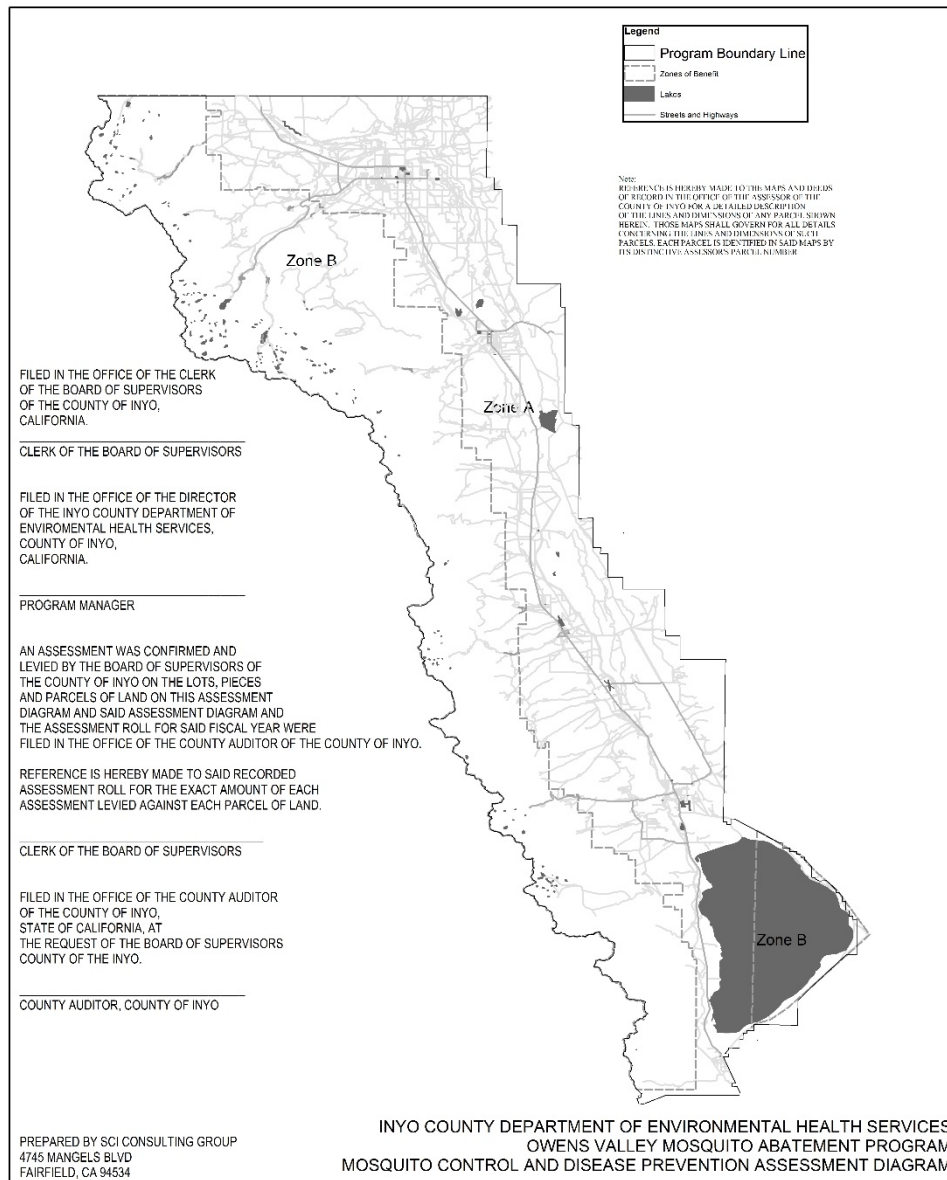
Engineer of Work



By _____
John W. Bliss, License No. C052091

ASSESSMENT DIAGRAM

The boundaries of the Owens Valley Mosquito Abatement Program area are displayed on the following Assessment Diagram.



APPENDICES

ASSESSMENT ROLL, FY 2020-21

Reference is hereby made to the Assessment Roll in and for the assessment proceedings on file in the office of the Program Manager of the Program, as the Assessment Roll is too voluminous to be bound with this Engineer's Report.

END NOTES

-
- i . Assembly Concurrent Resolution 52, chaptered April 1, 2003
 - ii . In addition to benefits based on the level of service, parcels in Zone B receive benefits from a mosquito reduced environment in the town/shopping areas of the Program, which are mainly located in Zone A.
 - iii . It should be noted that the benefits conferred upon property are related to the average number of people who could potentially live on, work at or otherwise could use a property, not how the property is currently used by the present owner.



CITY OF BISHOP

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

July 23, 2020

County of Inyo Board of Supervisors
224 North Edwards
Independence, CA 93526

RE: November 3, 2020 General Municipal Election

Dear Board of Supervisors:

Please find attached Resolution 2020-23 which was approved and adopted by the Bishop City Council at their July 23, 2020 Special City Council meeting. The attached Resolution No. 2020-23 is to facilitate the City of Bishop General Municipal Election to be consolidated with the Statewide General Election scheduled on Tuesday, November 3, 2020 for the election of a Transactions and Use tax measure titled "community safety and essential services".

On June 8, 2020, by its Resolution No. 2020-17, the Bishop City Council submitted the Bishop Community Safety and Essential Services Transactions and Use Tax Ordinance to the voters at the November 3, 2020 General Municipal Election. Minor changes have been made to the Ordinance and the revised version of the Ordinance reflected in the attached Resolution 2020-23 should be the one submitted to the voters on November 3, 2020

Resolution No. 2020-23 submits the Bishop Community Safety and Essential Services Measure (Transactions and Use Tax) to the voters at the November 3, 2020 General Municipal Election and takes certain related actions.

Should you have any questions or concerns, please feel free to contact me directly at (760) 873-5863.

Sincerely,

Ron Phillips
City Administrator

Enclosures – Resolution 2020-23

RESOLUTION NO. 2020-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, SUBMITTING THE BISHOP COMMUNITY SAFETY AND ESSENTIAL SERVICES MEASURE TO THE VOTERS AT THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION AND TAKING CERTAIN RELATED ACTIONS

WHEREAS, the City of Bishop provides vital public safety and general services.

WHEREAS, as a result of the COVID-19 crisis and the increasing cost of providing services, the City Council anticipates that the City's tax revenues will fall well below what is necessary to provide the current level of services.

WHEREAS, on June 8, 2020, by its Resolution No. 2020-14 this Council called for the holding of a General Municipal Election on November 3, 2020 (the "Election").

WHEREAS, also on June 8, 2020, by its Resolution No. 2020-15 this Council requested that the Election be consolidated with the Statewide General Election to be held on November 3, 2020 and requested the assistance of the Inyo County Election Department in the conduct of the Election.

WHEREAS, also on June 8, 2020, by its Resolution No. 2020-17, this Council submitted the Bishop Community Safety and Essential Services Transactions and Use Tax Ordinance to the voters at the November 3, 2020 General Municipal Election. Minor changes have been made to the Ordinance and this revised version of the Ordinance should be the one submitted to the voters on November 3, 2020; and

WHEREAS, Revenue & Taxation Code Section 7285.9 authorizes the City Council to levy a transactions and use tax for general purposes if the ordinance proposing that tax is approved by a two-thirds vote of all members of the City Council and the tax is approved by a majority vote of the qualified voters of the City voting in an election on the issue.

The City Council desires to submit such a tax to the City's voters at the Election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are a substantial part of this resolution.

SECTION 2. The City Council hereby orders, pursuant to Section 9222 of the Elections Code, that the revised version of the City of Bishop Community Safety and Essential Services Transactions and Use Tax Ordinance, attached hereto as Exhibit "A" and incorporated herein by reference, be submitted to the voters at the Election as the Bishop Community Safety and Essential Services Measure. Adoption of the ordinance requires a majority vote of those voting on the matter. Resolution No. 2020-17 is hereby rescinded.

SECTION 3. The question submitted shall appear on the ballot as follows:

BISHOP COMMUNITY SAFETY AND ESSENTIAL SERVICES MEASURE. To provide the City of Bishop with funding to maintain essential services such as police, fire, street maintenance, and parks and recreation, shall an ordinance creating a one-cent transactions (sales) and use tax be adopted, providing approximately \$1.8 million annually until repealed by voters, with all funds locally controlled and independently audited?	YES
	NO

SECTION 4. The City Clerk is instructed to transmit the Ordinance to the City Attorney along with a request that an impartial analysis be prepared pursuant to Elections Code Section 9280.

SECTION 5. That the City Council authorizes the following member(s) of its body

Chris Costello (Mayor Pro Tempore)
 Stephen Muchovej (Council Member)
 Karen Schwartz (Council Member)

to file a written argument not exceeding 300 words regarding the City measure as specified above, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California. The arguments may be changed or withdrawn until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk.

The arguments shall be filed with the City Clerk, signed, with the printed names and signatures of the authors submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument (see Exhibit "B").

SECTION 6. That pursuant to Section 9285 of the Elections Code of the State of California, when the elections official has selected the arguments for and against the measure (not exceeding 300 words each) which will be printed and distributed to the

voters, the elections official shall send a copy of an argument in favor of the proposition to the authors of any argument against the measure and a copy of an argument against the measure to the authors of any argument in favor of the measure immediately upon receiving the arguments.

The author or a majority of the authors of an argument relating to a city measure may prepare and submit a rebuttal argument not exceeding 250 words or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument.

A rebuttal argument may not be signed by more than five authors.

The rebuttal arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers, not more than 10 days after the final date for filing direct arguments. The rebuttal arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument (see Exhibit "C").

Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

All previous resolutions providing for the filing of rebuttal arguments for city measures are repealed.

SECTION 7. The City Clerk is instructed to transmit the Ordinance to the City Attorney along with a request that an impartial analysis be prepared pursuant to Elections Code Section 9280.

- a. The city attorney shall prepare an impartial analysis of the measure not exceeding 500 words showing the effect of the measure on the existing law and the operation of the measure. If the measure affects the organization or salaries of the office of the city attorney, the city clerk shall prepare the impartial analysis.
- b. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the city.
- c. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-point type, the following: "The above statement is an impartial analysis of the City of Bishop Community Safety and Essential Services Measure. If you desire a copy of the

ordinance or measure, please call the election official's office at (760) 878-0224 and a copy will be mailed at no cost to you."

d. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

SECTION 8. In all particulars not recited in this Resolution, the Election shall be held and conducted as provided by law for holding municipal elections.

SECTION 9. Notice of the time and place of holding of the Election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election in the time, form, and manner as required by law.

SECTION 10. Pursuant to Section 10400 et seq. of the Elections Code, the Board of Supervisors of Inyo County is requested to consolidate the election on this ballot measure with other elections held on the same day in the County.

SECTION 11. The Board of Supervisors is authorized to canvass the returns of the Election pursuant to Section 10411 of the Elections Code.

SECTION 12. Pursuant to Section 10002 of the Elections Code, the Board of Supervisors is requested to permit the County elections office to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the City agrees to reimburse the County, in accordance with current County pro-rations and allocation procedures.

SECTION 13. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 23rd day of July, 2020.



Laura Smith, Mayor

ATTEST:



Robin Picken, City Clerk



EXHIBIT A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL AND THE PEOPLE OF THE CITY OF BISHOP, STATE OF CALIFORNIA, ADDING CHAPTER 3.52 (COMMUNITY SAFETY AND ESSENTIAL SERVICES TRANSACTIONS AND USE TAX) TO TITLE 3 OF THE BISHOP MUNICIPAL CODE

THE CITY COUNCIL AND THE PEOPLE OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DO ORDAIN AS FOLLOWS:

SECTION 1. Chapter 3.52 is hereby added to Title 3 of the Bishop Municipal Code to read as follows:

CHAPTER 3.52 – COMMUNITY SAFETY AND ESSENTIAL SERVICES TRANSACTIONS AND USE TAX

Section 3.52.010 Title

This Chapter shall be known as the "City of Bishop Community Safety and Essential Services Transactions and Use Tax Ordinance." The City of Bishop hereinafter shall be called "City." This Chapter shall be applicable in the incorporated territory of the City.

Section 3.52.020 Operative Date

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Chapter.

Section 3.52.030 Purpose

This Chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

Section 3.52.040 Contract with State

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

Section 3.52.050 Transactions Tax Rate

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one percent (1.00%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Chapter.

Section 3.52.060 Place of Sale

For the purposes of this Chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

Section 3.52.070 Use Tax Rate

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this Chapter for storage, use or other consumption in said territory at the rate of one percent (1.00%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 3.52.080 Adoption of Provisions of State Law

Except as otherwise provided in this Chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Chapter as though fully set forth herein.

Section 3.52.090 Limitations on Adoption of State Law and Collection of Use Taxes

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, California Department of Tax and Fee Administration, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Chapter.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

C. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

Section 3.52.100 Permit not required

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Chapter.

Section 3.52.110 Exemptions and Exclusions

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to

a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Chapter.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Chapter.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Chapter, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Chapter.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Chapter.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this Chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

Section 3.52.120 Amendment or Repeal

A. All amendments subsequent to the effective date of this Chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of

Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Chapter.

B. The City Council may amend this Chapter without voter approval only to make minor technical adjustments consistent with the purposes set forth in this Chapter and applicable laws or as necessary to comply with the law.

Section 3.52.130 Enjoining Collection Forbidden

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 3.52.140 Severability

If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, the remainder of the Chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 3.52.150 Use of Proceeds

The proceeds from the transactions and use tax imposed by this Chapter shall be deposited in the general fund of the City and available for any lawful governmental purpose.

Section 3.52.160 Annual Audit

The tax revenue generated by this new general purpose revenue source shall be included in the annual audit of the City's financial operations by an independent certified public accountant.

SECTION 2. This Ordinance shall not take effect until it has been approved by a majority of the voters voting at the general municipal election to be held November 3, 2020. The tax imposed by this Ordinance shall become effective as set forth in the new Section 3.52.020 of the Bishop Municipal Code as added by Section 1 of this Ordinance.

SECTION 3. Any provision of the Bishop Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The People and City Council of the City of Bishop hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

I hereby certify that this Ordinance was PASSED, APPROVED, AND ADOPTED by the people of the City of Bishop at the general election held on this 3rd day of November, 2020.

Ayes:
Nays:
Present:

Laura Smith, Mayor

ATTEST:

Robin Picken, City Clerk

Date: _____

ADOPTED BY THE VOTERS OF THE CITY OF BISHOP AT THE NOVEMBER 3, 2020 ELECTION.

Laura Smith, Mayor

ATTEST:

Robin Picken, City Clerk

Date: _____

EXHIBIT B

ARGUMENTS

FORM OF STATEMENT TO BE FILED BY
AUTHORS OF ARGUMENTS

All arguments concerning measures filed pursuant to Division 9, Chapter 3 (beginning with § 9200) of the Elections Code shall be accompanied by the following form statement to be signed by each proponent, and by each author, if different, of the argument:

The undersigned proponents or authors of the primary argument in favor of ballot proposition Community Safety and Services Measure at the General election for the City of Bishop to be held on November 3, 2020 hereby state that the argument is true and correct to the best of their knowledge and belief.

Print Name _____ Title _____ (If applicable): Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable): Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable): Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable): Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable): Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____

EXHIBIT C

ARGUMENTS

FORM OF STATEMENT TO BE FILED BY
AUTHORS OF ARGUMENTS

All arguments concerning measures filed pursuant to Division 9, Chapter 3 (beginning with § 9200) of the Elections Code shall be accompanied by the following form statement to be signed by each proponent, and by each author, if different, of the argument:

The undersigned proponents or authors of the rebuttal argument in favor of ballot proposition Community Safety and Services Measure at the General election for the City of Bishop to be held on November 3, 2020 hereby state that the argument is true and correct to the best of their knowledge and belief.

Print Name _____ Title _____ (If applicable):Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable):Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable):Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable):Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____
Print Name _____ Title _____ (If applicable):Submitted on behalf of : _____ CITY OF BISHOP	Signature _____ Date _____

STATE OF CALIFORNIA }
COUNTY OF INYO }
CITY OF BISHOP }

I, Robin Picken, City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 2020-23 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a special meeting of said City Council, held on July 23, 2020, and that the same was so passed and adopted by the following roll call vote.

AYES: Muchovej, Ellis, Schwartz, Costello

ABSENT: Smith

NOES: None

DISQUALIFIED: None

WITNESS, my hand and the seal of the City of Bishop this 23rd day of July 2020.



Robin Picken, City Clerk
CITY OF BISHOP





"A Professional Service Agency"

Memorandum

To: Darcy, Assistant Clerk of the Board of Supervisors/Board of Equalization
Assistant to the County Administrator

From: Riannah, Administrative Assistant to the Sheriff

CC: File, Auditor

Date: 7/23/2020

Re: Annual Sheriff's Special Appropriation Report

Attached please find the signed Sheriff's Special appropriation report for the period of 7/1/2019 to 6/30/2020.

Please provide the report to the Board as informational.

Thank you.

SHERIFF'S SPECIAL APPROPRIATION

AS OF JUNE 30, 2020

The following represents deposits and expenditures made by me or under my direction and control under the authority granted by Sections 29435 through 29439 of the California Government Code.

Cash on Hand and/or deposit as of	6/30/2019	\$	9,939.47
Deposits: County General Fund: Date:		\$	5,000.00
Asset Seizure Trust: date		\$	
Other: Date:		\$	14,939.47

Disbursements from 07/01/2018 To 06/30/2019

1. Criminal Investigations, pending and under investigation

2. Narcotics Enforcement:

Informants

"Buys"

Equipment \$

Undercover Costs \$

Other Costs

TOTAL

3. Criminal intelligence program Enforcement Fees, Undercover not included above

4. Expenses incurred in the suppression of Vice and other crimes

5. Expenses necessarily incurred in the Preservation of the Peace

1,969.25

Total expenditure items 1-5 \$ 1,969.25

Bank Service Charges \$ -

TOTAL cash on hand/in the bank as of 06/30/2020 \$ 12,970.22

I hereby declare under penalty of perjury that the foregoing is true and correct and that I found it necessary to expend the funds listed in the manner stated. I further declare that all expenditures were made in accordance with Section 29435 of the California Government Code.

Date: 7.22.20

Signed: [Signature] Inyo County Sheriff



County of Inyo



Treasurer/Tax Collector

CORRESPONDENCE - INFORMATIONAL - NO ACTION REQUIRED

MEETING: July 28, 2020

FROM:

SUBJECT: Treasury Status Report for Quarter Ending June 30, 2020.

RECOMMENDED ACTION:

Review Treasury Status Report for the Quarter Ending June 30, 2020 and direct any questions to the County Treasurer.

SUMMARY/JUSTIFICATION:

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the report are to disclose the following:

- the investments and deposits of the treasury;
- the cost basis and market values of the investments;
- compliance to the County Investment Policy;
- the weighted average of the investments; and
- the projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

FINANCING:

N/A

ATTACHMENTS:

1. 06-30-2020 Treasury Status Report

APPROVALS:

Moana Chapman
Darcy Ellis
Moana Chapman
Alisha McMurtrie

Created/Initiated - 6/4/2020
Approved - 6/4/2020
Approved - 7/16/2020
Final Approval - 7/16/2020

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: June 30, 2020
DATE: July 15, 2020

The following status report of the County Treasury as of 06-30-2020 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from TRACKER, a Division of C2, LLC reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 730 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of:06-30-2020 was \$7,632,925.62 (Principal: \$4,424,326.00 plus Interest: \$3,351,522.05 less Fees: \$-142,922.43)

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION
For the Business Day of:
6/30/2020

AUDITOR BALANCES:

<i>Beginning "Claim on Cash in Treasury"</i>	\$164,206,835.22	
Deposit Authorizations	\$2,118,368.55	
Checks Paid on: 06/29/20	(\$558,223.92)	
Account Analysis:	\$0.00	
Outgoing Debits:	(\$2,818,890.20)	06/30/2020 SEE ATTACHED EXHIBIT "A" FOR OUTGOING WIRE DETAILS
<i>Ending "Claim on Cash in Treasury"</i>	\$162,948,089.65	

TREASURER BALANCES:

CASH ON HAND:

Drawer	\$263.74
Vault	\$0.00

REMOTE DEPOSIT ON HAND:

Date:
Date:
Date:

BANK ACCOUNTS:

Union Bank - General Account.	\$4,487,979.55
Eastern Sierra Community Bank - Gen	\$3,615,551.01
El Dorado #2107 - Directs Account	\$11,039.95
El Dorado #9703 - Cash Account	\$100,231.00

INVESTMENTS:

		<i>Agency</i>	<i>Limit</i>
Local Agency Investment Fund	\$41,000,000.36	25.16%	50,000,000
UBS Money Market	\$2,500,000.00	1.53%	of 10.00%
Local Agencies	\$681,627.42	0.42%	of 100.00%
Federal Agencies	\$80,731,724.00	49.54%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$1,964,687.50	1.21%	of 100.00%
Commercial Paper	\$18,871,614.45	11.58%	of 15.00%
Corporate Obligation	\$0.00	0.00%	of 30.00%
CDs	\$11,396,000.00	6.99%	of 30.00%
Grand TTL Investements	\$157,145,653.73		

NOTES

Maturities > 1 Year	\$81,875,451.42	50.25%	of 60.00%
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GRAND TOTAL TREASURY BALANCE: \$165,360,718.98

RECONCILIATION

Treasury Over/Short: \$2,412,629.33

<u>Explanation:</u>		
	\$0.36	04/20/20 LAIF: ST CONTROLLER ERROR Q3-INT
	\$429.63	06/30/20 AUD PY: PERS - PIONEER 27459
	\$1,776.77	06/30/20 AUD PY: PERS - PIONEER CLASSIC 969
	\$81,800.33	06/30/20 IC0E: PERS
	\$128,117.24	06/30/20 IC0E: PERS
	(\$248,000.00)	06/30/20 CUSIP# 17284DDN9 - MATURITY
	(\$245,000.00)	06/30/20 CUSIP# 401228AW1 - MATURITY
	(\$248,000.00)	06/30/20 CUSIP# 88241TAV - FULL CALL
	(\$2,000,000.00)	06/30/20 CUSIP# 3134GUN30 - FULL CALL
	(\$58,495.00)	06/30/20 VAULT DEPOSIT IN TRANSIT
	\$2,000,000.00	06/30/20 CUSIP# 3134GV2W7 - SETTLEMENT
	\$3,000,000.00	06/30/20 CUSIP# 3134GVZB2 - SETTLEMENT
	(\$2,416.16)	06/29/20 ED#9703 POOL DEPOSIT XFER - CK#1999
	(\$29.84)	06/18/20 SIFPD: WF ACCT ANALYSIS - MAY 2020 CK# 1998
	\$0.36	04/20/20 LAIF: ST CONTROLLER ERROR Q3-INT
	\$2,412,629.33	

Inyo County
Portfolio Holdings
Compliance Report | by Investment Policy
Report Format: By Transaction
Group By: Asset Category
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 6/30/2020

Description	CUSIP#	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Certificate of Deposit - 30 %								
Capital One Bank 2.25 7/1/2020	140420SX9	07/01/2015	2.250	248,000.00	248,000.00	248,000.00	07/01/2020	1
Capital One VA 2.3 7/15/2020	14042E4P2	07/15/2015	2.300	248,000.00	248,000.00	248,000.00	07/15/2020	15
Lubbock National Bank TX 1.55 7/29/2020	549152CM6	01/29/2016	1.550	245,000.00	245,000.00	245,000.00	07/29/2020	29
Iowa State Bank IA 1.55 7/29/2020	46256YAH2	01/29/2016	1.550	245,000.00	245,000.00	245,000.00	07/29/2020	29
Carroll County State Bank IA 1.2 8/12/2020	145087AH5	08/12/2016	1.200	248,000.00	248,000.00	248,000.00	08/12/2020	43
Bridgewater Bank MN 1.5 8/17/2020	108622ET4	02/17/2016	1.500	248,000.00	248,000.00	248,000.00	08/17/2020	48
Kansas Statebank 1.55 8/19/2020	50116CAJ8	02/19/2016	1.550	248,000.00	248,000.00	248,000.00	08/19/2020	50
Everbank FL 2.05 8/28/2020	29976DA59	08/28/2015	2.050	248,000.00	248,000.00	248,000.00	08/28/2020	59
Barclays Bank DE 2.2 9/16/2020	06740JKK4	09/16/2015	2.200	248,000.00	248,000.00	248,000.00	09/16/2020	78
First Service Bank AR 1.5 11/12/2020	33640VBG2	02/12/2016	1.500	248,000.00	248,000.00	248,000.00	11/12/2020	135
Maple City Savings TX 1.5 12/7/2020	56511PAC2	12/07/2016	1.500	248,000.00	248,000.00	248,000.00	12/07/2020	160
HSBC Bank VA Step 12/9/2020	40434AE62	12/09/2015	2.353	248,000.00	248,000.00	248,000.00	12/09/2020	162
BMW Bank NA UT 2.25 12/18/2020	05580ADM3	12/18/2015	2.250	245,000.00	245,000.00	245,000.00	12/18/2020	171
Bank Hapoalin NY 2.05 1/15/2021	06251AL40	01/15/2016	2.050	245,000.00	245,000.00	245,000.00	01/15/2021	199
Community Financial Services KY 1.6 2/17/2021	20364ABA2	02/17/2016	1.600	248,000.00	248,000.00	248,000.00	02/17/2021	232
Investors Community Bank WI 1.8 2/26/2021	46147USN1	02/27/2017	1.800	248,000.00	248,000.00	248,000.00	02/26/2021	241
BMO HARRIS BANK NA 1.05 4/23/2021	05581W7G4	04/24/2020	1.050	250,000.00	250,000.00	250,000.00	04/23/2021	297
Privatebank & Trust 1.5 5/26/2021	74267GVG9	05/26/2016	1.500	248,000.00	248,000.00	248,000.00	05/26/2021	330
UBS Bank UT 1.65 6/7/2021	90348JAR1	06/07/2016	1.650	248,000.00	248,000.00	248,000.00	06/07/2021	342
Mercantil Commercial FL 1.65 6/24/2021	58733ACY3	06/24/2016	1.650	248,000.00	248,000.00	248,000.00	06/24/2021	359
Apex Bank 1.5 10/12/2021	03753XAQ3	10/12/2016	1.500	248,000.00	248,000.00	248,000.00	10/12/2021	469
Discover Bank DE 1.75 11/2/2021	254672M39	11/02/2016	1.750	245,000.00	245,000.00	245,000.00	11/02/2021	490
Jefferson Financial LA 2.2 11/22/2021	474067AJ4	11/22/2017	2.200	248,000.00	248,000.00	248,000.00	11/22/2021	510

Description	CUSIP#	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Local Agency Investment Fund - \$ 50M								
LAIF LGIP	LAIF4000	09/30/2018	1.217	41,000,000.00	41,000,000.00	41,000,000.00	N/A	1
Sub Total / Average Local Agency Investment Fund - \$ 50M			1.217	41,000,000.00	41,000,000.00	41,000,000.00		1
Treasury Notes Bonds - 100 %								
T-Note 1.5 7/15/2020	9128282J8	07/15/2017	2.110	2,000,000.00	1,964,687.50	2,000,000.00	07/15/2020	15
Sub Total / Average Treasury Notes Bonds - 100 %			2.110	2,000,000.00	1,964,687.50	2,000,000.00		15
UBS Money Market - 10 %								
UBS Financial MM	MM9591	06/30/2018	0.100	2,500,000.00	2,500,000.00	2,500,000.00	N/A	1
Sub Total / Average UBS Money Market - 10 %			0.100	2,500,000.00	2,500,000.00	2,500,000.00		1
Total / Average			1.291	156,671,000.00	156,464,025.95	156,671,000.00		730

COUNTY OF INYO
PARS OPEB Trust Program

Account Report for the Period
6/1/2020 to 6/30/2020

Clint Quilter
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 6/1/2020	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 6/30/2020
OPEB	\$7,477,350.96	\$0.00	\$157,428.22	\$1,853.56	\$0.00	\$0.00	\$7,632,925.62
Totals	\$7,477,350.96	\$0.00	\$157,428.22	\$1,853.56	\$0.00	\$0.00	\$7,632,925.62

Investment Selection

Source

OPEB Moderate HighMark PLUS

Investment Objective

Source

OPEB The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	2.11%	12.80%	3.96%	5.86%	5.71%	7.24%	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

Commissioners
Eric Sklar, President
Saint Helena

Samantha Murray, Vice President
Del Mar

Jacque Hostler-Carmesin, Member
McKinleyville

Russell E. Burns, Member
Napa

Peter S. Silva, Member
Jamul

STATE OF CALIFORNIA
Gavin Newsom, Governor

Fish and Game Commission



*Celebrating 150 Years of
Wildlife Heritage and Conservation!*

Melissa Miller-Henson
Executive Director
P.O. Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
fgc@fgc.ca.gov
www.fgc.ca.gov

July 17, 2020

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to amending sections 3.00, 4.00, 5.00, 5.41, 5.85, 7.00, 7.50, 8.10, and adding sections 5.84, 5.89, 7.40, Title 14, California Code of Regulations, relating to Simplification of Statewide Inland Sport Fishing Regulations.

Please note the date of the public hearings related to this matter and associated deadlines for receipt of written comments. Additional information and associated documents may be found on the Fish and Game Commission website at <https://fgc.ca.gov/Regulations/2020-New-and-Proposed>.

Roger Bloom, Environmental Program Manager, has been designated to respond to questions on the substance of the proposed regulations. He can be reached at (916) 376-1644 or via email at Roger.Bloom@wildlife.ca.gov.

Sincerely,

Jon D. Snellstrom
Associate Governmental Program Analyst

Attachment

TITLE 14. Fish and Game Commission Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 205, 265, 270, 275, 315, 316.5, 399, and 2084 of the Fish and Game Code and to implement, interpret or make specific Sections 200, 205, 255, 265, 270, 275, 316.5, and 2084 of said Code, proposes to amend Sections 3.00, 4.00, 5.00, 5.41, 5.85, 7.00, 7.50, 8.10; add sections 5.84, 5.89 and 7.40, Title 14, California Code of Regulations, relating to Simplification of Statewide Inland Sport Fishing Regulations.

Informative Digest/Policy Statement Overview

For years, the Fish and Game Commission (Commission) and the California Department of Fish and Wildlife (Department) have heard concerns from anglers about the complexity of freshwater sport fishing regulations. Some anglers (or potential anglers) may be dissuaded from fishing due to actual or perceived difficulty in complying with the regulations. This regulatory package represents Phase I of the proposed process and focuses on simplifying and streamlining the sport fishing regulations for inland trout waters. The Department will prepare a separate regulatory package in the near future (i.e., Phase II) to address the complexity of the sport fishing regulations for those inland waters that are utilized by adult fish for migration and spawning after spending the majority of their lives in the ocean (i.e., anadromous waters) .

The purpose and necessity of the proposed regulation changes is to address anglers' concerns regarding the complexity of the inland sport fishing regulations by simplifying the various regulatory options, and to align the inland trout regulations with the Department's current fisheries management goals and objectives. Major proposed changes aim to:

- Separate regulations for inland trout (i.e., non-anadromous waters) from those for steelhead and salmon (i.e., anadromous waters), a process that facilitates the production of separate regulations booklets to help provide clarity to anglers;
- Replace the District Regulations (Section 7.00) with statewide regulations separated for trout; and
- Standardize and consolidate the Special Fishing Regulations (Section 7.50).

The proposed changes aim to increase regulatory consistency statewide, reduce complexity of the inland sport fishing regulations, and remove regulations that are no longer biologically justifiable.

Normally, no single element of a regulation controls a sport fishery (e.g., most trout streams in California have both a closed season and bag limit). The type of gear, legal fishing hours, and use of bait are also part of the regulatory equation. Most often,

combinations of elements of regulations apply to a given water. The following are elements of regulations used to manage trout populations in California.

- Seasons (specified opened or closed seasons)
- Bag and possession limits
- Size limits; and
- Gear and bait restrictions.

Comprehensive Evaluation: Trout Menu

The Department evaluated above elements of the inland sport fishing regulations, specifically in the District Fishing Regulations in Title 14, Section 7.00, CCR and the Special Fishing Regulations in Title 14, Section 7.50, CCR. The District Fishing Regulations apply political boundaries in how the above regulatory elements are implemented by county line, in contrast to the watershed approach found within the Special Fishing Regulations, leading to complexity and associated public frustration stemmed from the diversity of different regulations established over decades, with limited alignment or consistency. The Department developed a suite of regulations, or “menu,” comprised of angling seasons, bag and possession limits, size limits, and gear restrictions, to standardize the Special Fishing Regulations in Title 14, subsection 7.50(b) and uncouple the inland trout waters from the District General Regulations in Title 14, subsections 7.00(a)-(g) and from anadromous waters. This menu described below represents the foundation of this rulemaking, and is the result of a collaborative effort by partners and fisheries biologists throughout the state to standardize the Special Fishing Regulations based on fisheries management goals, which include maximizing fishing opportunity (most liberal) and protecting sensitive fishery populations (most conservative).

Trout Menu Coding

The trout menu described below primarily applies to amended sections 5.85, 7.00 and 7.50, and added Section 7.40. It is divided into three categories of a standardized suite of management approaches reflected as regulatory elements for the 200+ special inland waters in California:

- An updated Statewide Regulation;
- Seasons; and
- Bag/Possession Limits (plus gear restrictions and size limits).

For the proposed Section 7.50 regulatory language “Alphabetical List of Trout Waters with Special Fishing Regulations,” in the table encompassing subsection 7.50(b), a

right-hand column has been added called "Menu Option" to serve as an easy reference to the assigned management approach of each special regulation water. This column is only shown for the purpose of clarity for the Initial Statement of Reasons (ISOR) to indicate any changes affecting a water. The options are either assignment to one of the two statewide regulations ("SL," or "SR," as noted below), a combination from the trout menu of season, bag/possession and gear limitations for each state water, or coding showing the water has been moved to another section or deleted. The coding is also shown by special water in the Decision Matrix, Summary Table of Changes for the subsection 7.50(b) regulatory table (**Appendix A** to the ISOR).

Statewide Regulations

"SL" for Lakes and Reservoirs (proposed in amended subsection 5.85(a)(1)):

Open all year, five trout daily bag limit, 10 trout in possession.

"SR" for Rivers and Streams (proposed in amended subsection 5.85(a)(2)):

From the last Saturday in April through November 15, five trout daily bag limit, 10 trout in possession; and, from November 16 through the Friday preceding the last Saturday in April, 0 trout bag limit, artificial lures with barbless hooks only and trout must be released unharmed and not removed from the water.

Seasons

Seasons are described as follows, and designated by capital letters A-J (under "Menu Option" column shown in the amended subsection 7.50(b) table):

- A. All year
- B. Last Saturday in April through November 15
- C. November 16 through the Friday preceding the last Saturday in April
- D. Last Saturday in April through July 31
- E. August 1 through November 15
- F. Saturday preceding Memorial Day through September 30
- G. Saturday preceding Memorial Day through the last day in February
- H. September 1 through November 30
- I. October 1 through the Friday preceding Memorial Day
- J. Closed to fishing all year

Bag and Possession Limits and Gear Restrictions

Bag and Possession Limits and Gear Restrictions are described as follows, and designated by numbers 1-7 (under "Menu Option" column shown in the amended subsection 7.50(b) table):

1. 5 trout, no gear restrictions
2. 2 trout per day, 4 trout in possession, no gear restrictions
3. 2 trout, artificial lures
4. 2 trout with 14" total length minimum, artificial lures
5. 2 trout with 18" total length minimum, artificial lures
6. 0 trout, artificial lures with barbless hooks
7. 0 trout, artificial flies with barbless hooks

Combined options for season (letter) and bag/possession limit and gear limitation (number) present as a capital letter-number code. For example, "B5" would signify a water with a season from the last Saturday in April through November 15, a bag/possession limit of 2 trout with 18" minimum size, and a gear restriction of artificial lures.

Two other codes in the right-hand column in the subsection 7.50(b) table inform anglers of how that particular water is considered, if it doesn't fall under one of the above codes.

"**HSS**" Refers to waters moved to the newly added Section 7.40 of Title 14 under the anadromous table for salmon and steelhead, proposed for naming as "Alphabetical List of Hatchery Steelhead and Salmon Waters with Special Fishing Regulations." Those waters with HSS coding are shown as ~~strikeout~~ in Section 7.50 because they are proposed for relocation to Section 7.40.

"**Del##**" Refers to a special water or regulation that is proposed for removal entirely from the Section 7.50(b) special regulations table, and justification for the removal is outlined by numerical increment below under the description for amendment of Section 7.50.

Proposed for Amendments

Amend subsection 5.00(b) Black Bass, Special Regulations

- Remove subsections (b)(3) Lassen County; (b)(4) Modoc County; (b)(7) Shasta County; (b)(9) Big Lake (Shasta County); (b)(13) Diamond Valley Lake; (b)(15) El Capitan Reservoir; (b)(22) Perris Lake; (b)(25) Silverwood Lake; (b)(26) Skinner Lake; and (b)(28) Trinity Lake.

- The Department is proposing to remove these subsections from the bass special regulations. Therefore, these waters will revert to the statewide standard under subsection 5.00(a) of open to fishing all year, with a 12-inch minimum size limit, and a five-fish daily bag limit. Specifically, two changes of non-regulatory effect include removal of (b)(15) El Capitan Reservoir, and (b)(22) Perris Lake as listed in the table, due to existing redundancy with the statewide standard because the season (all year), size (12-inch minimum), and bag limit already matches that of the statewide standard

The Department is proposing to amend the existing bass fishing season on Trout Lake to align with the proposed new trout fishing season under the Statewide Regulation "SL" as listed in subsection 7.50(b)(195.5) for Trout Lake.

- Amend subsections (b)(2) for waters in Inyo County, and (b)(5) and (b)(16) for waters in Mono County.

The Department is amending subsections (b)(2) and (b)(5) for waters in Inyo County to include reference to Inyo County streams and rivers in the Special Fishing Regulations in subsection 7.50(b). Subsection (b)(2) and (b)(5) amendments also clarify the closure to black bass fishing from November 16 to the Friday preceding the last Saturday in April to ensure anglers understand the open season is late April through November 15. Subsection (b)(16) similarly includes reference to Mono County streams and rivers in the Special Fishing Regulations in subsection 7.50(b), while correcting a reference for Fish Slough to the boundaries from Owens Valley Native Fishes Sanctuaries to the BLM Spring.

- Re-numbering of the waters in 5.00(b)

The resulting proposed list of special black bass waters is re-numbered by paragraph for clarity and consistency.

Amend Section 5.41. Landlocked Salmon.

Subsection (e) is amended so that the same exceptions formerly referenced in subsection 7.50(b) are specifically listed within this subsection with a daily bag limit of ten salmon, and possession limit of twenty.

Amend Section 5.85. Trout.

The name of this section is changed to reflect that only trout (and not salmon) are covered under this general regulation. Additional introductory language is added to clarify how the bag and possession limits should be interpreted, for the total number of trout in combination.

- Under subsection (a)(1), the Department is proposing to remove all trout fishing regulations for inland lakes and reservoirs from Section 7.00 District General Regulations and move them to Section 5.85, Trout. This addition of subsection (a)(1) to Section 5.85 provides the new proposed statewide regulation for slow-moving waters, or inland lakes, reservoirs, and ponds, as described in the trout menu and noted by the coding "SL."
- Under subsection (a)(2), the Department is proposing to remove all trout fishing regulations for inland rivers and streams from the Section 7.00 District General Regulations. This addition of subsection (a)(2) to Section 5.85 provides the new proposed statewide regulation for fast-moving waters, or streams, rivers, creeks, and canals, as described in the trout menu and noted by the coding "SR." Under the new Statewide Regulation, these waters will be open to fishing from the last Saturday in April through November 15, with a five trout daily bag limit, and a 10 trout possession limit; and, from November 16 through the Friday preceding the last Saturday in April, with a zero trout bag limit, and artificial lures with barbless hooks only gear restriction.
- Subsection (b) describes those exceptions to the statewide regulations, and refers readers to Section 7.50, Alphabetical List of Waters with Special Fishing Regulations for individual trout waters with special regulations that would not fall under the statewide regulation. Subsection (b) further clarifies that brook trout bag and possession limits may be in addition to the trout bag and possession limits.

This proposal will result in either no change to the current regulations or an added possession limit for waters moved to the statewide regulation. Below is a description of changes to the district waters, Section 7.00.

Subsections (a) and (b) are necessary to inform anglers of the statewide standard season, bag, possession limit for lakes, reservoirs, and ponds, as well as streams, river, creeks, and canals that don't otherwise have a special regulation in subsection 7.50(b).

Amend Section 7.00. District General Regulations

To address anglers' concerns regarding the complexity of the 7.00 District General Regulations, the Department is proposing to uncouple the state's inland trout waters from the District General Regulations. Most regulations for trout waters currently under the District General Regulations will be moved to either the new subsection 5.85(a)(1), Statewide Regulation for lakes and reservoirs, or to subsection 5.85 (a)(2), Statewide Regulation for rivers, streams, creeks, and canals. Some individual trout waters will require special restrictions and reduced bag limits and, therefore, these regulations will be moved to Section 7.50, Special Fishing Regulations. The amendments will result in little or no substantive change to the regulations for most waters currently under the District General Regulations. Clarifications are made to the opening paragraph prior to

subsection 7.00(a) to ensure clarity that hatchery trout and hatchery steelhead are covered under Section 7.00.

The Department proposes to remove or amend the following subsections:

- (a)(1) and (b)(3), delete these subsections: Waters under the North Coast District and Sierra District subsections are currently open to fishing all year, with a five-trout daily bag limit, a 10 fish possession limit, no size limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(1), the new Statewide Regulation for lakes and reservoirs. In effect, there will be no substantive change to the existing regulations for these waters.
- (a)(4), (b)(4), and (b)(7) delete these subsections: Waters under the North Coast District and Sierra District subsections are currently open to fishing from the last Saturday in April through November 15, with a five-trout daily bag limit, a 10 trout possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/ revert to subsection 5.85(a)(2), the new Statewide Regulation for rivers and streams, which will extend the fishing season on these waters to year-round with catch and release fishing allowed from November 16 through the Friday preceding the last Saturday in April.
- (a)(5) and (b)(9) delete these subsections: The current bonus bag limit for Brook Trout under the North Coast and Sierra District General Regulations will move/revert to a new Section 5.84, Statewide Regulation for Brook Trout. The new Statewide Regulation for Brook Trout will apply to all inland trout waters not listed under the Special Fishing Regulations, with the exception of Red Lake in Alpine County which is managed for trophy-sized trout by stocking effort.
- (b)(5) delete this subsection: Waters under this subsection in Shasta County are currently open to fishing from the last Saturday in April through November 15, with a two-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(2), the new Statewide Regulation for rivers and streams. This proposed change will increase the current daily bag limit to five trout and add a 10 trout possession limit. In addition, the fishing season will be extended to year-round, with catch and release fishing allowed from November 16 through the Friday preceding the last Saturday in April.
- (b)(6) delete this subsection.: Waters under this subsection in Lassen and Modoc counties are currently open to fishing from the Saturday preceding Memorial Day through November 15, with a five-trout daily bag limit, a 10 trout possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(2), the new Statewide Regulation for rivers and streams. This will extend the fishing season to year-round, with catch and release

fishing allowed from November 16 through the Friday preceding the last Saturday in April.

- (c)(1), (d)(1), (e)(1), (f)(1), and (g)(2), delete these subsections: Waters under these subsections in the North Central District, Valley District, South Central District, Southern District, and Colorado River District are currently open to fishing all year, with a five-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(1), Statewide Regulation for lakes and reservoirs. As a result, the possession limit on these waters will increase from five trout to 10 trout.
- (d)(3), (f)(3), (f)(5), and (g)(2) delete these subsections: Waters under these subsections in the Valley District, Southern District, and Colorado River District are currently open to fishing all year, with a five-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(2), Statewide Regulation for rivers and streams. As a result, the possession limit will increase from five trout to 10 trout from the last Saturday in April through November 15. Catch and release fishing only will be allowed from November 16 through the Friday preceding the last Saturday in April.
- (e)(3) amend this subsection: Waters under this subsection for Alameda, Contra Costa, and Santa Clara counties are currently open to fishing from the last Saturday in April through November 15, with a five-trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(2), the new Statewide Regulation for rivers and streams. This will increase the possession limit to 10 trout and extend the fishing season to year-round, with catch and release fishing allowed from November 16 through the Friday preceding the last Saturday in April.
- (g)(1) delete this subsection: Waters under this subsection are currently open to fishing year-round, with a 10 trout daily bag and possession limit, and no gear restriction. For simplification purposes, regulations for these waters will move/revert to subsection 5.85(a)(2), Statewide Regulation for rivers and streams. This will reduce the daily bag limit from 10 trout to five trout from the last Saturday in April through November 15 and allow catch and release fishing only from November 16 through the Friday preceding the last Saturday in April.
- (b)(8) delete this subsection: This language is no longer needed under Section 7.00(b) as all Mono County waters under the District General Regulations will be subject to the two new Statewide Regulations for trout (i.e., Section 5.85(a) or Section 5.85(b)), or to Section 7.50(b), Special Fishing Regulations. This language does not need to move to Section 5.85 or Section 7.50 as waters under the new

Statewide Regulations will be open to fishing year-round and similar language already exists under subsection 7.50(a)(3) of the Special Fishing Regulations.

- (b)(2), amend this subsection: Anadromous waters under this subsection for Tehama and Shasta counties are currently open to fishing from the last Saturday in April through November 15, with a two-trout or steelhead daily bag and possession limit, and artificial lures with barbless hooks restriction. This subsection is amended for section and paragraph numbers, and to clarify the artificial lures possess hooks that are barbless.
- Edits for clarity and consistency: These edits include re-numbering of paragraphs within District Regulations in subsections 7.00(b) through (g), adjusted capitalization of certain words throughout Section 7.00, and specification of the referenced Section number to clarify interpretation from the previous 7.50 to the newly added 7.40 section.

Amend Section 7.50. Alphabetical List of Trout Waters with Special Fishing Regulations.

It is necessary to streamline the Special Fishing Regulation trout waters by utilizing the trout menu described above to align the regulations with the Department's current fisheries management goals and objectives. The regulations proposed herein were tailored to each individual water, and include a variety of combinations of regulation elements, such as bag limits, gear restrictions, season restrictions, and size limits. Upon review of the extensive public input received during pre-notice outreach efforts (Appendix B), Department fisheries biologists and managers, often in consultation with fishing groups or individuals, assigned waters to the trout menu based on their expertise and knowledge of specific waters in their management area.

As a result of this streamlining process, the number of:

- Special fishing seasons for trout-only waters will be reduced from 30 to 10;
- Special size limits will be reduced from 8 to 2;
- Different gear restrictions will be reduced from 10 to 7;
- Different bag/ possession limits will be reduced from 6 to 4; and
- Fishing opportunities will be expanded on nearly 50 percent of the existing special regulation waters from a reduced season to year-round.

As noted in **Appendix A** to the ISOR, proposed amendments and additional comments and considerations are summarized for Section 7.50(b), Alphabetical List of Waters with Special Fishing Regulations. This table includes the biological and management rationale for proposed changes to each special water, as well as other considerations such as public input, socio-economic considerations, traditional values, access and public safety, etc.

For those special waters without a special assigned management approach from the menu listed in **Appendix A**, the proposed regulatory text outlining the “Menu Option” in the right-hand column indicates the assigned management approach of each water (assignment to Statewide lakes/ reservoirs, or “SL”, statewide rivers and streams, or “SR”, etc.)

Truckee River Management Options, Section 7.50(b), Subsections (196)(B), (196)(C), and (196)(D)

At the Commission’s April 15, 2020 meeting, George Osborn, representing Mr. Montna, requested that the Commission consider Mr. Montna’s proposal as an alternative to the Department’s proposed regulations for the Truckee River subsections (196)(B), (C), and (D). The Commission directed the Department to add a regulatory option to allow further consideration of Mr. Montna’s proposal.

Option 1 – Department Proposal

The Department is proposing to amend the current regulation on the Truckee River from Trout Creek downstream to the mouth of Prosser Creek (re-numbered subsection 7.50(b)(153)(B)), to open all year, zero trout daily bag, and artificial lures with barbless hooks. This will remove the current two-trout daily bag and possession limit from the last Saturday in April through November 15. It will also change the gear restriction from artificial flies to artificial lures between Glenshire Bridge and the mouth of Prosser Creek. The Department is also proposing to amend the current regulation from the mouth of Prosser Creek downstream to the Nevada State Line (re-numbered subsection 7.50(b)(153)(C)) to open all year, two-trout daily bag and possession limit, and artificial lures. This will increase the daily bag limit from zero trout to two trout from November 16 through the Friday preceding the last Saturday in April. This will also change the gear restriction from artificial lures with barbless hooks to artificial lures, thus removing the requirement for barbless hooks.

Option 2 – Mr. Montna’s Proposal

Mr. Montna supports the Department’s proposed changes to the current regulations on the Truckee River from Trout Creek downstream to the mouth of Prosser Creek to open all year with a zero trout daily bag limit, but requests that the Department change the proposed gear restriction from artificial lures with barbless hooks to artificial barbless flies. Mr. Montna also requests that the Department’s proposed regulations from the mouth of Prosser Creek downstream to the Nevada State Line be changed to a zero trout daily bag limit, and artificial lures with barbless hooks. This will reduce the current daily bag limit from two to zero trout from the last Saturday in April through November 15 and keep the requirement for barbless hooks in place.

Amend Section 8.10, Youth Fishing Derby, Susan River (Lassen County)

The Youth Fishing Derby on the Susan River is held every year one week before the trout season opener, which currently is the Saturday preceding the last Saturday in April. The Department is proposing to move the season opener from the last Saturday in April to the Saturday preceding Memorial Day. The Department will continue to hold the derby on the Saturday before the season opener and, therefore, it is necessary to change the youth fishing derby date from the Saturday preceding the last Saturday in April to the Saturday preceding the trout season opener in May. Added language refers to subsection 7.50(b)(149) for regulations on the Susan River.

Proposed for Addition

Add Section 5.84. Brook Trout.

Currently under the North Coast and Sierra District General Regulations (subsections 7.00(a)(5) and (b)(9)) up to 10 Brook Trout less than 8 inches and 10 inches, respectively, may be harvested per day, in addition to the daily bag and possession limits for trout. This regulation will be removed from Section 7.00 under the current proposal to uncouple the trout regulations from the District General Regulations. In its place, the Department is proposing a new Statewide Regulation for Brook Trout in Section 5.84 which will allow the harvest of up to 10 Brook Trout less than 10 inches per day in all inland trout waters, year-round. Because of the remoteness of these fisheries and for simplification purposes, the Department is proposing to expand the Brook Trout bonus bag and possession limit to inland trout waters statewide. Exceptions to this Brook Trout bonus bag limit include all waters listed in Section 7.50, Trout Waters with Special Fishing Regulations, and Red Lake in Alpine County, which is managed as a trophy Brook Trout fishery.

Add Section 5.89. Salmon

This Section will be added only to refer readers to the appropriate regulatory sections for salmon and steelhead, which are not the focus of this current rulemaking, but may be for a subsequent one (i.e., Phase II).

Add Section 7.40. Alphabetical List of Hatchery Trout, Hatchery Steelhead, and Salmon Waters with Special Fishing Regulations

For simplification purposes, the Department is proposing to separate the trout special fishing regulation waters (inland waters) from the salmon and steelhead special fishing regulation waters (anadromous waters). The special fishing regulations for trout will remain in Section 7.50. This requires a new regulatory section be created for the hatchery trout, hatchery steelhead and salmon special fishing regulation waters (abbreviated "HSS" per the coding outlined in the trout menu). The proposed new section is Section 7.40, Alphabetical List of Hatchery Trout, Hatchery Steelhead, and

Salmon Waters with Special Fishing Regulations. The existing language in subsections 7.50(a)(1)-(6) will be included in the new Section 7.40, but references to trout will be replaced with salmon and steelhead. All the special waters indicated by the coding "HSS" in the subsection 7.50(b) table are moved into the new 7.40 table, and aside from this move, are not proposed to be altered as part of this rulemaking. Approximately 185 individual waters, or reaches of waters, are proposed to be moved from subsection 7.50(b) to the new 7.40 table.

Proposed Changes Without Regulatory Effect

1. Amend Section 3.00. Fishing Hours.

The reference in subsection (a)(1)(B) Heenan Lake, (Alpine Co.) is changed to subsection 7.50(b)(56) because of renumbering in the section.

2. Amend Section 4.00. Bait - General.

The reference in subsection (d) Hat Creek is changed to subsection 7.50(b)(55) because of renumbering in the section.

3. Amend Section 5.00 Black Bass Special Regulations.

Remove the special closure language (b)(14), Eastman Lake. This language was removed from the sport fishing regulations in 2017.

Subsection (a) title, General Statewide Restrictions, is changed to read General Statewide Regulations to be more accurate and consistent with other statewide regulations sections in Title 14.

Subsection (a)(1) is being amended to specify that the Black Bass 12 inch minimum size limit is to be measured in total length. This requirement is already specified in subsection 5.00(b). It is being added to Section 5.00(a)(1) to provide additional clarity.

Benefits of the Proposed Regulations

It is the policy of this State to encourage the conservation, maintenance, and utilization of the living resources of the ocean and other waters under the jurisdiction and influence of the State for the benefit of all the citizens of the State and to promote the development of local fisheries and distant water fisheries based in California in harmony with international law. The objectives of this policy include, but are not limited to, the maintenance of sufficient populations of all species of aquatic organisms to ensure their continued existence, and the maintenance of a sufficient resource to support a reasonable sport use. Adoption of scientifically based trout seasons, size limits, and bag and possession limits provides for the maintenance of sufficient populations of trout to ensure their continued existence.

The benefits of the proposed regulations include up to date and streamlined trout fishing regulations that are consistent statewide, consistency with federal fishery management goals, sustainable management of California's trout fisheries, promotion of the general health and welfare of California residents, and promotion of businesses that rely on sport fishing throughout the state. The proposed changes will provide benefits by maximizing trout fishing opportunity, where possible, through the proposed extensions of fishing seasons and increases in bag and possession limits on both district and special regulations waters without adversely affecting native and non-native wild trout populations. The proposed regulatory changes may increase participation in sport fishing by new anglers, and increased retention of existing angler through simpler regulations facilitating ease of compliance and comprehension.

Consistency and Compatibility with Existing Regulations

Article IV, Section 20 of the State Constitution specifies that the Legislature may delegate to the Fish and Game Commission such powers relating to the protection and propagation of fish and game as the Legislature sees fit. The Legislature has delegated to the Commission the power to regulate recreational fishing in waters of the state (Fish and Game Code sections 200, 205, 315 and 316.5). The Commission has reviewed its own regulations and finds that the proposed regulations are neither inconsistent nor incompatible with existing state regulations. The Commission has searched the California Code of Regulations and finds no other state agency regulations pertaining to trout sport fishing seasons, bag, and possession limits.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a webinar/teleconference hearing to be held August 20, 2020 at 8:30 a.m., or as soon thereafter as the matter may be heard. Access for participation in the webinar/teleconference hearing will be posted at www.fgc.ca.gov in advance of the meeting, or may be obtained by calling 916-653-4899.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a webinar/teleconference hearing to be held October 15, 2020 at 8:30 a.m., or as soon thereafter as the matter may be heard. Access for participation in the webinar/teleconference hearing will be posted at www.fgc.ca.gov in advance of the meeting or may be obtained by calling 916-653-4899. It is requested, but not required, that written comments be submitted on or before Friday, October 9, 2020 at the address given below, or by email to FGC@fgc.ca.gov. All comments must be received no later than Thursday, October 15, 2020, during the webinar/teleconference hearing. If you would like copies of any modifications to this proposal, please include your name and mailing address. Mailed comments should be addressed to Fish and Game Commission, PO Box 944209, Sacramento, CA 94244-2090.

Availability of Documents

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout format can be accessed through the Commission website at www.fgc.ca.gov. The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Melissa Miller-Henson, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above-mentioned documents and inquiries concerning the regulatory process to Melissa Miller-Henson or Jon Snellstrom at the preceding address or phone number. **Roger Bloom, Department of Fish and Wildlife, (916) 376-1644 or roger.bloom@wildlife.ca.gov, has been designated to respond to questions on the substance of the proposed regulations.**

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 265 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4, 11346.8 and 11347.1 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Assessment

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Business, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission anticipates neutral to positive impacts on the creation of jobs, no elimination of jobs or existing businesses, and neutral to positive impacts on the creation of new businesses or the expansion of businesses in California. The proposed regulatory changes will result in increased fishing opportunities that along with easier to comprehend regulations should retain the current number of anglers and may encourage the recruitment of new sport fishing anglers to sustain or increase support for businesses related to sportfishing.

The Commission anticipates benefits to the health and welfare of California residents. Providing opportunities for inland sport fishing encourages outdoor activity and the consumption of a nutritious food. The Commission anticipates benefits to the environment by the sustainable management of California's inland sportfish resources. The Commission does not anticipate any benefits to worker safety. Cost Impacts on a Representative Private Person or Business:

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

- (c) Cost Impacts on a Representative Private Person or Business

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.
- (e) Nondiscretionary Costs/Savings to Local Agencies: None.
- (f) Programs Mandated on Local Agencies or School Districts: None.
- (g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.
- (h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: July 7, 2020

Melissa Miller-Henson
Executive Director