

# Agenda



## County of Inyo Board of Supervisors

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

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

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

**Public Notices:** (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed fewer 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 9, 2019**

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

### **CLOSED SESSION**

2. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] –** Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

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

3. **REPORT ON CLOSED SESSION**
4. **PUBLIC COMMENT**
5. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
6. **EMPLOYEE SERVICE RECOGNITION** – The Board of Supervisors will recognize employee service milestones reached during the 2019 Second Quarter.
7. **PROCLAMATION – Probation** – Request Board approve a proclamation titled, "A Proclamation of the Board of Supervisors, County of Inyo, State of California Proclaiming the Week of July 21 through July 27, 2019 Probation Services Week in Inyo County."

### **DEPARTMENTAL – PERSONNEL ACTIONS**

8. **HEALTH & HUMAN SERVICES** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Integrated Case Worker I-II exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Integrated Case Worker I at Range 60 (\$3,612 -

\$4,387) or Integrated Case Worker II at Range 64 (\$3,964 - \$4,817), depending upon qualifications; and D) if an internal candidate is hired as a result of the open recruitment, authorize HHS to backfill any and all resulting vacancies.

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

**COUNTY ADMINISTRATOR**

9. **Information Services** – Request Board: A) approve Amendment No. 1 to the lease agreement between the County of Inyo and Canon Financial Services for photocopy machine leasing and management by American Business Machines, adding 11 managed multi-function machines through CFS and ABM for a 55-month term for an annual amount of \$10,800 plus any per-copy overage fees; and B) authorize the Chairperson to sign the lease agreement amendment, lease agreement for 11 additional machines, and municipal fiscal funding addendum, contingent upon all appropriate signatures being obtained.

**CLERK-RECORDER**

10. Request Board authorize payment to Granicus in the amount of \$10,772 for the annual CRIis Software License Maintenance and Support Fee, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget.

**SHERIFF**

11. Request Board approve the Reciprocal Intrastate Transportation of Prisoners Agreement effective upon execution by the Sheriff of Los Angeles County, indefinitely for reciprocal transportation of prisoner services by both parties, and authorize the Sheriff to sign.

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

12. **WORKSHOP** – Southern California Edison will present an information workshop on its 2019 Wildfire Mitigation Plan and the De-Energization (Public Safety Power Shutoff) Communication and Notification Policies and Protocol.
13. **PLANNING** – Request Board: A) review the Draft Supplemental Environmental Impact Statement related to geothermal energy exploration and development in the Haiwee Geothermal Leasing Area; and B) in response, potentially authorize the Chairperson to sign and staff to send correspondence to the BLM.
14. **WATER DEPARTMENT** – Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the OVGA meeting scheduled for July 11, 2019 in Bishop.
15. **AG COMMISSIONER** – Request Board approve and authorize the Chairperson to sign a comment letter to the Lahontan Regional Water Quality Control Board (LRWQCB) with regard to the LRWQCB's Proposed Revisions to the Clean Water Act Section 303(d)/305(b) Surface Water Quality Assessment Report (Integrated Report).
16. **HEALTH & HUMAN SERVICES – Aging and Social Services** – Request Board ratify and approve the contract between the County of Inyo and Life Remedies and Celebrations, for the provision of In-Home Supportive Services, in an amount not to exceed \$400,000 for the period of July 1, 2019 through June 30, 2020 with an option to extend a second and third year, contingent upon the Board's adoption of future County budgets, and authorize the Chairperson to sign.
17. **HEALTH & HUMAN SERVICES – Public Health and Prevention** – Request Board receive a follow-up presentation from Inyo County HHS Tobacco Control Program staff outlining policy options to address the issue of flavored tobacco in the region, and provide direction regarding a potential County ordinance.
18. **COUNTY ADMINISTRATOR – Information Services** – Request Board receive a brief presentation/update on the new County website currently under development.
19. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meeting of July 2, 2019.

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

- 11 a.m. 20. **AG COMMISSIONER – Owens Valley Mosquito Abatement Program** – Request Board: A) conduct a public hearing on the proposed continuation of the assessments for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment," the proposed assessment budget for Fiscal Year 2019-2020, the services and programs, the assessments fund, and any other issues related to the assessments; and B) approve Resolution No. 2019-32 titled, "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 2019-2020 for the Owens Valley Mosquito Abatement Program Assessment (Assessment No. 1) and for the Mosquito Control and Disease Prevention Assessment (Assessment No. 2)," and authorize the Chairperson to sign.

**Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board's discretion, including before scheduled timed items.**

**CORRESPONDENCE – ACTION**

21. **Inyo Council for the Arts** – Request Board approve the closure of Millpond Recreation Area to the public from 8 a.m. Friday, September 20, 2019 through 8 p.m. Sunday, September 22, 2019 so that Inyo Council for the Arts can host the 28<sup>th</sup> Annual Millpond Music Festival.

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

22. **PUBLIC COMMENT**

**BOARD MEMBER AND STAFF REPORTS**

**CORRESPONDENCE – INFORMATIONAL**

23. **Inyo County Sheriff** – Sheriff's Office and Jail overtime reports for May 2019.



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 7

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

**FROM:** Chief Probation Officer

**FOR THE BOARD MEETING OF:** July 9, 2019

**SUBJECT:** Proclamation declaring week of July 21<sup>st</sup> through 27<sup>th</sup>, 2019 as Probation Services Week

**DEPARTMENTAL RECOMMENDATION:** Request Board to approve a proclamation declaring July 21<sup>st</sup> through 27<sup>th</sup>, 2019 as Probation Services Week in Inyo County.

**SUMMARY DISCUSSION:** The week of July 21<sup>st</sup> through 27<sup>th</sup>, 2019 is being proclaimed Probation Services Week throughout California. The attached proclamation is submitted for your Board's consideration to join other jurisdictions in recognizing the many men and women who are probation professionals who are responsible for helping offenders successfully reenter our society as productive individuals.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

<b><u>APPROVALS</u></b>	
BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor-Controller prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

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

Date: June 26, 2019



**PROCLAMATION OF THE BOARD OF SUPERVISORS  
COUNTY OF INYO, STATE OF CALIFORNIA PROCLAIMING  
THE WEEK OF JULY 21<sup>st</sup> THROUGH 27<sup>th</sup>, 2019 PROBATION SERVICES WEEK IN INYO COUNTY**

**COMMUNITY, PRIDE, AND PROGRESS**

**WHEREAS**, there are many dedicated probation, parole, and pre-trial professionals in Inyo County, the State of California, and the Nation as a whole, who help make our communities safe places to live; and

**WHEREAS**, all Inyo County probation professionals are dedicated to the protection of their communities and they are committed to providing essential services for community corrections including public safety and victim services; and

**WHEREAS**, the Inyo County Probation Department recognizes that its employees are the most valuable resource in promoting positive change to the most vulnerable youth and adult populations and encourages innovation, motivation, and education within; and

**WHEREAS**, these professionals utilize strength based methods of service that will teach their clients skills to re-connect with society, their families, and more importantly themselves in a healthy manner in an effort to Restore Trust and Create Hope; and

**WHEREAS**, Inyo County Probation professionals are teachers, mentors, and sources of positive influence for youth and adults who understand that each person has their own story and that they are to be respected and valued as a member of the community;

**WHEREAS**, Inyo County Probation professionals work collaboratively with local law enforcement, treatment providers, social service agencies, and a variety of other programs, groups and individuals involved with offenders during the transition from incarceration to the community; and

**WHEREAS**, these devoted men and women show commitment, trust, and accountability to their clients while teaching them life skills and the motivation to change behaviors that can be maintained post supervision; and

**WHEREAS**, Inyo County probation professionals are making a difference in the lives of those they supervise, while faced with additional laws, responsibilities, and workloads; and

**WHEREAS**, Probation Services Week is a time for the people of Inyo County to recognize the great men and women who work for the Probation Department; and that Probation is the linchpin of the criminal and juvenile justice systems in Inyo County and could not operate without the hard work and dedication these professionals exhibit each day by providing support mechanisms to assist the people they supervise in becoming law abiding citizens, good neighbors, and contributors to our society.

**NOW THEREFORE**, the Inyo County Board of Supervisors join with other communities and the Nation in honoring these outstanding public servants by declaring the week of July 21<sup>st</sup> through 27<sup>th</sup>, 2019 as Probation Services Week in Inyo County.

**PASSED AND PROCLAIMED** by the Inyo County Board of Supervisors, this 9<sup>th</sup> day of July, 2019.

Attest: *CLINT G. QUILTER*  
Clerk of the Board

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*

\_\_\_\_\_  
*Rick Pucci, Chairperson*  
Inyo County Board of Supervisors



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
8

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

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** June 9, 2019

**SUBJECT:** Request to hire one full-time Integrated Case Worker (ICW) I or II in the HHS Social Services Employment and Eligibility division.

**DEPARTMENTAL RECOMMENDATION:**

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

- A) The availability of funding for the requested position exists in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Integrated Case Worker, either a I at Range 60 (\$3,612 - \$4,387) or a II at Range 64 (\$3,964 - \$4,817), contingent upon qualifications; and
- D) If an internal candidate is hired into the Integrated Case Worker I or II position, authorize HHS to backfill any and all resulting vacancies.

**ACTING CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

An Integrated Case Worker (ICW) II in our Employment and Eligibility Division recently accepted a promotional position within the same division, which will result in a vacancy in the division. The ICW position remains critical to the functioning of the division, which processes a high volume of client applications, determining eligibility and authorizing services for a wide range of programs. Employment and Eligibility staff not only provide consultation and eligibility determinations for residents who may be eligible for other forms of health insurance provided by the California Health Exchange, they also assist consumers impacted by changes in Medi-Cal, to access needed food and financial aid resources. ICWs are responsible for determining clients' initial and continued eligibility for MediCal benefits, Cal Fresh benefits, County Medical Services Program (CMSP) coverage, General Assistance, and CalWORKs. The ICW II is also able to provide a higher level of case management support to individuals and families as directed, as well as providing Medi-Cal, Cal Fresh and Cal WORKs outreach education. Maintaining our current staffing level will help the entire division maintain accurate and timely client records and continue to provide a high quality of employment and eligibility services.

The Department is respectfully requesting authorization to hire an Integrated Case Worker I or II in the HHS Social Services Employment and Eligibility division and, if an additional vacancy is incurred by the movement of an ICW I to an ICW II position that the Department be authorized to fill the resulting vacancy.

**ALTERNATIVES:**

The Board could choose to not allow HHS to fill this vacancy, which would likely result in overtime requirements for the current ICWs and supervisory staff, the possibility of increased error rates and audit exceptions as well as limit the availability of one on one services available to clients.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

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

<b><u>APPROVALS</u></b>	
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>7/3/2019</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>7/3/19</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Mufn Man Date: 7/3/19



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

For Clerk's Use Only:  
AGENDA NUMBER

9

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

**FROM:** County Administrator – Information Services

**FOR THE BOARD MEETING:** July 9, 2019

**SUBJECT:** Request approval to amend the contract with Canon Financial Services ("CFS") for photocopy machine lease and management by American Business Machines ("ABM").

**DEPARTMENTAL RECOMMENDATION:**

Request that the Board approve Amendment 1 to the lease agreement for 11 additional managed multi-function machines through CFS and ABM for a 55 month term and an annual amount of \$10,800 plus any per copy overage fees.

**SUMMARY DISCUSSION:**

In January 2019 your Board approved the 5 year lease agreement and contract with American Business Machines and CFS for the purpose of upgrading the County's photocopy machines. The initial agreement was for 42 managed, multi-functional copier, printer, fax machines, most with color capability. Since the deployment of the machines many departments have been able to surplus old and expensive standalone printers while embracing a centralized printing model.

Since the departments have seen the benefit of utilizing the managed multi-function machines vs the more expensive alternative, many have requested to have additional machines in offices currently not equipped with managed machines. This Amendment to the contract will add an additional 11 multi-function machines across the County's departments.


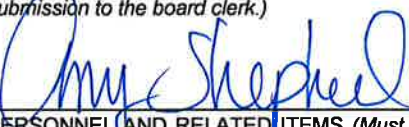
**ALTERNATIVES:** The Board could choose not to approve the amendment, in which case departments would need to look at obtaining multi-function printers from another source. This option is not recommended since would cost the departments, and ultimately the County more money than amending the current lease agreement.

**OTHER AGENCY INVOLVEMENT:**

1. County Counsel to review and approve the amendment
2. Sheriff, Farm Advisor, Public Guardian and HHS to receive the new managed machines
3. Auditor's office to review and approve the amendment and payments

**FINANCING:** Funding for this estimated cost was requested in the FY 2019-20. Funding for obligations in future years will be requested in the Information Services budget for those years. Information Services collects print counts on a monthly basis and bills departments quarterly based on their printing activity.



<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  <div style="text-align: right;">  Approved: <u>yes</u> Date <u>7/2/19</u> </div>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  <div style="text-align: right;">  Approved: <u>Yes</u> Date <u>7/2/19</u> </div>
PERSONNEL DIRECTOR:  N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  <div style="text-align: right;">           Approved: _____ Date _____         </div>
BUDGET OFFICER:  N/A	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i>  <div style="text-align: right;">           Approved: _____ Date _____         </div>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required)



Date: July 2, 2019

**AMENDMENT NUMBER 1 TO  
 AGREEMENT BETWEEN THE COUNTY OF INYO AND  
American Business Machines  
 FOR THE LEASE OF COPY MACHINE EQUIPMENT, MAINTENANCE SERVICES AND TRAINING  
 SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and American Business Machines, of Bakersfield, California (hereinafter referred to as "ABM"), have entered into an Agreement for the lease of copy machine equipment, maintenance services and training services January 20, 2019, on Canon Financial Services Total Solution Lease Agreement, for the term from January 20, 2019 to January 19, 2024. A Copy of that Agreement is attached hereto as Attachment 1.

WHEREAS, County and ABM do desire and consent to amend such Agreement as set forth below:

1. **Add ~~11~~ additional copy machines to original lease agreement.**  
 As set forth in Attachment 2, add 11 additional machines, for a term of 55 months at the cost of \$ 828.00 + applicable taxes per month in addition to the original amount.
  
2. County and ABM agree to execute the "Total Solution Lease Agreement" as set forth in Attachment 2 hereto, and to execute the Municipal Fiscal Funding Addendum as set forth in Attachment 3 hereto.

The effective date of this Amendment to the Agreement is \_\_\_\_\_.  
 All the other terms and conditions of the Agreement are unchanged and remain the same.

COUNTY OF INYO

AMERICAN BUSINESS MACHINES

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

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

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

Signature  
 \_\_\_\_\_  
 RYAN JONES  
 Type or Print

Dated: 7/1/2019

APPROVED AS TO FORM AND LEGALITY

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

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
 County Auditor

APPROVED AS TO RISK ASSESSMENT:

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

**ATTACHMENT 1**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
American Business Machines  
FOR THE LEASE OF COPY MACHINE EQUIPMENT, MAINTENANCE  
SERVICES AND TRAINING SERVICES**

**TERM:**

**FROM:** JANUARY 20, 2019 **TO:** JANUARY 10, 2024

**SEE ATTACHED ORIGINALS:**

- LEASE AGREEMENT FOR 42 MACHINES
- ATTACHMENT A, PURCHASE ORDER AGREEMENT
- ATTACHMENT B, SCHEDULE A SCHEDULE OF FEES



CANON FINANCIAL SERVICES, INC. ("CFS")

Remittance Address: 14904 Collections Center Dr. Chicago, Illinois 60693 (800) 220-0200

TOTAL SOLUTION LEASE AGREEMENT

CFS-1015 (01/17)

LESSOR'S AGREEMENT NUMBER:

COMPANY LEGAL NAME: Inyo California, County Of; BILLING ADDRESS: 168 North Edwards Street; EQUIPMENT ADDRESS: See Schedule

Table with columns: Make / Model / Accessory, Serial Number, Monthly Guaranteed Minimum Copies (Black & White, Color), Overage Copy Charge (Black & White, Color), Initial Meter Reading (Black & White, Color)

TOTALS; Guaranteed Copy Plan: [ ] Individual [X] Aggregate; Payment Frequency: [X] Monthly; Meter Reading Frequency: [ ] Monthly [X] Quarterly; End of Term Purchase Option: [ ] \$1.00 [X] Fair Market Value; Term: 60 months; Minimum Monthly Rental Payment: \$7,380.00; Service and Supplies Included: [X] Supplies [X] Maintenance

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED: American Business Machines ("Dealer"); Ryan Jones, General Manager; AUTHORIZED CUSTOMER SIGNATURE: Rick Pucci, Chairperson, Date: 01-08-19

ACCEPTANCE CERTIFICATE: To: Dealer Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement.

TERMS AND CONDITIONS: 1. AGREEMENT: Dealer rents to Customer, a County / Political Subdivision organized under the laws of the State of California... 2. TERM OF AGREEMENT: This Agreement shall be effective on the date the Equipment is delivered to Customer... 3. PAYMENTS: Customer agrees to pay to Lessor, as invoiced, during the term of this Agreement... 4. APPLICATION OF PAYMENTS; METER READING: All Payments received by Lessor from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically... 5. NO LESSOR WARRANTIES: CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS IS A MANUFACTURER, AND CFS IS NOT A DEALER OR SUPPLIER OF THE EQUIPMENT.

PERSONAL GUARANTY: The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of the Dealer identified above ("Dealer") entering into, and Canon Financial Services, Inc. ("CFS") accepting an assignment of (prior to such assignment, Dealer shall be the "Lessor", and after such assignment, CFS shall be "Lessor"), an agreement (together with any schedules or supplements thereto, "Agreement") with Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guaranties to Lessor, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance of all terms of this Agreement and any other transaction between Customer and Lessor (collectively, "Liabilities").

SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, Dealer, or supplier is separate from, and is not a part of this Agreement, and shall be for the benefit of CFS, Customer, and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, Dealer, or supplier) which CFS may have with respect to any item of Equipment provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, Dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, Dealer, or supplier and shall not include any implied warranties arising solely from Lessor's acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

**6. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to Lessor written notice of any non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. Lessor is the owner of the Equipment and has leased the Equipment to Customer under this Agreement. As between Lessor and Customer, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is manufactured, or if CFS does not accept assignment of this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

**7. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of Lessor. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of Lessor. Customer's legal name (as set forth in the constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide Lessor with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to Lessor such documents as required or appropriate.

**8. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes, Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes Lessor (and any third party filing service designated by Lessor) to execute and file (a) financing statements evidencing the interest of Lessor in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

**9. INDEMNITY:** Dealer is responsible for installation of the Equipment. Customer shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

**10. MAINTENANCE:** The charges established by this Agreement include payments for services and supplies, and Dealer is responsible for providing those services and supplies described in "Service and Supplies Included" above. Service will be performed by Dealer during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer other than as set forth below. Customer shall use reasonable care in handling and operation of the Equipment. Dealer shall have the right to inspect, repair and remove Equipment and/or read the meter at any time during Customer's business hours. Any service work made necessary by Customer's willful act or negligence (including, without limitation, damage to any photocopier, copier drums ("Copier Drums") and use of supplies other than those distributed by Dealer which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Dealer's established service policies. Dealer shall have the right to substitute equivalent Equipment at any time during the term of this Agreement. Paper must be purchased separately by Customer. Customer acknowledges that CFS will not be responsible for any service, repairs or maintenance of the Equipment, whether provided for in this Agreement or in any other agreement between Dealer and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under this Agreement without deducting or withholding any amounts.

**11. TAXES; OTHER FEES AND CHARGES; CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES,** together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to Lessor or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, Lessor shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse Lessor, upon demand, for all such payments made plus administrative fees and costs. If any Customer acknowledges that, where required by law, Lessor will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse Lessor for the expense of such personal property taxes as invoiced by Lessor and pay Lessor a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that Lessor has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO LESSOR A DOCUMENTATION FEE, IN THE AMOUNT OF \$65, TO REIMBURSE LESSOR FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**12. INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in full amount, and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied to (a) replace or repair the Equipment, or (b) pay Lessor the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to Lessor under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the "Asset Value" which shall be: (A) for an Agreement with a \$1.00 Purchase Option, \$1.00; (B) for an Agreement with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein); and (C) for an Agreement with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints Lessor as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after Lessor's request, Customer fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing.

**13. LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of Lessor, will (a) replace the same with like equipment in a condition acceptable to Lessor and convey clear title to such equipment to Lessor (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay Lessor the Remaining Lease Balance. Upon Lessor's receipt of the Remaining Lease Balance, Lessor shall transfer the applicable Equipment to Customer "AS IS, WHERE IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

**14. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to Lessor, whether or not arising under this Agreement, without notice or demand by Lessor; (b) Customer or any guarantor at Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to Lessor is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

**15. REMEDIES:** Upon the happening of any one or more Events of Default, Lessor shall have the right to exercise any one or all of the following remedies (which shall be cumulative, simultaneously, or serially, and in any order): (a) to require CFS-10115 (01/17)

Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with Lessor retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment; and (d) to pursue any other remedy permitted at law or in equity. Lessor (i) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**16. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to Lessor under this Agreement on or before the due date, Customer shall pay Lessor, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for Lessor's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse Lessor for all of its out-of-pocket costs and expenses incurred in enforcing any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If Lessor should bring court action, Customer and Lessor agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by Lessor shall be deemed reasonable for purposes of this Agreement.

**17. ASSIGNMENT; CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF LESSOR.** Lessor may pledge or transfer this Agreement. Customer agrees that if Lessor transfers this Agreement, the assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Dealer's or CFS' obligations which Dealer or CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against Lessor. If Customer is given notice of any such transfer, Customer agrees: if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**18. RENEWAL; RETURN:** Except in the case of an Agreement containing a \$1.00 Purchase Option, this Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to Lessor at least sixty (60) days before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option; or (ii) does not want to renew this Agreement and at the end of such term returns the Equipment as provided below. Unless this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to Lessor as provided herein, Customer shall pay to Lessor upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

**19. PURCHASE OPTION; (A) END OF TERM PURCHASE OPTION.** To exercise this option, Customer shall give Lessor sixty (60) days' prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE: Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time Customer notifies Lessor of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, Lessor shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

**20. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS or Dealer, if any, is purely incidental to the services performed by CFS and Dealer. Neither CFS nor Dealer nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should: (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment, and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialize All Data/Settings" function) if found on the Equipment to perform a one-pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Dealer at current rates an appropriate option for the Equipment which may include (a) an HDD Data Encryption Kit option which disposes information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (or Equipment not containing data erase functionality as a standard feature), or (c) replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify Dealer and CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, Dealer and CFS applies, or could be construed to apply to Data. **21. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to Lessor, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

**22. UCC - ARTICLE 2A; CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.**

**23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.** THIS AGREEMENT SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**24. MISCELLANEOUS:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Lessor to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All such notices to Lessor from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that Lessor may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire agreement between Customer and Lessor and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's and Dealer's signature will be treated as an original for all purposes.

## ATTACHMENT A

### PURCHASE ORDER AGREEMENT BETWEEN COUNTY OF INYO AND AMERICAN BUSINESS MACHINES FOR THE LEASE OF COPY MACHINE EQUIPMENT, MAINTENANCE SERVICES, AND TRAINING SERVICES.

#### TERM:

FROM: JANUARY 20, 2019 TO: JANUARY 19, 2024

**This Attachment A is made part of the purchase order Total Solution Lease Agreement ("Agreement") between American Business Machines ("Dealer" or "ABM") and The County of Inyo ("County" or "Customer"). In the event of a conflict between this Attachment A and the Agreement, the express language of this Attachment A shall control.**

#### SCOPE OF WORK:

##### Project Management & Implementation

ABM will provide a Project Manager to be the primary point of contact for implementation and coordination. Project Manager will also manage day-to-day operational aspects including:

- Equipment Implementation matrix to identify each machine, location, tasks and timeline for implementation;
- Identify, manage and mitigate project risks;
- Identify and secure required resources for implementation;
- Create a communication plan to disseminate information between Inyo County and ABM, and adapt if any corrective action is needed;
- Identify, track and manage project issues;
- Update and manage action items;
- Coordinate and lead regularly scheduled project status meetings, with follow up emails;
- Prepare engagement reviews and quality assurance checks;
- Ensure accuracy and completeness of project documents including ABM Delivery & Acceptance forms and Canon Financial Lease Agreements.

##### Site Survey

ABM will

- Identify key managers and site contacts;
- Identify and verify location of equipment for installation;
- Verify list of equipment to be removed;
- Create equipment removal schedule if applicable;

- Collect appropriate fax numbers and IP addresses;
- Identify priority installations;
- Verify power and connectivity are available at each location;
- Identify specific installation challenges, risks and special circumstances;
- Identify equipment staging area if required;
- Identify location for on-site parts and/or consumables storage.

## **Fleet Management**

### **ABM will**

- Provide uniFlow software to help increase productivity, manage the fleet of machines and report departmental usage
- Provide FM Audit software to allow remote monitoring of the Canon machines, and other print devices on the network. FM Audit allows for Automatic Supply Replenishment alerts to be sent when supply levels fall below 10%. It also reports any low toner or paper levels, jams or other errors occurring on a device.

## **Monthly Reporting**

- Equipment service history
- Fleet management reporting from FM Audit and uniFlow
- ABM will partner with Inyo County for frequent evaluations of productivity and efficiency to identify opportunities to improve

## **On Site Training**

### **ABM will**

- Provide Inyo County with initial training for all machines which includes, overview of hardware, scan to email and file, secure print, print to fax and more
- Provide dedicated ongoing training for the term of the contract. Training is unlimited

## **Service and Support**

### **ABM will**

- Out of the Box Support at our fingertips through the machine display panel
- Help Desk Support with expert technicians offering live support via phone or on-site
- Remote Monitoring to proactively monitor devices and keep them running by assessing meter reads, consumable tracking, maintenance history/needs and service alerts
- Rapid response to service calls in four hours or less
- Provide supplies such as toner, parts, maintenance and support

**TERMINATION:**

This Agreement may be canceled by ABM or County with cause, by giving ninety (90) days written notice of such intent to cancel.

**DEFENSE AND INDEMNIFICATION:**

ABM 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 ABM's equipment, 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.

**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 ninety (90) days of its notifying ABM of the cancellation, reduction, or modification of available funding.

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**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO AND AMERICAN BUSINESS MACHINES FOR THE LEASE  
OF COPY MACHINE EQUIPMENT, MAINTENANCE SERVICES, AND TRAINING SERVICES**

**TERM:**

**FROM: JANUARY 20, 2019 TO: JANUARY 19, 2024**

**SCHEDULE OF FEES:**

SEE SCHEDULE A

CANON FINANCIAL SERVICES, INC. ("CFS")  
 Remittance address: 14904 Collections Center Drive  
 Chicago, Illinois 60693 (800) 220-0200

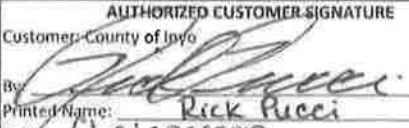
Total Solutions and CPC Rental - Schedule A  
 CFS - 1104 (02/14)  
 Application # 1549548  
 Agreement # \_\_\_\_\_

This Total Solutions and Cost Per Copy Rental - Schedule A ("Schedule A") is attached to and made part of the agreement (whether designated a lease, rental, master lease or otherwise, together with any schedules, the "Agreement") between County of Inyo ("Customer") and JONES WALBAUM CORPORATION (DBA: American Business Machines) ("Dealer"). It is expressly agreed that this Schedule A is supplemental to the Agreement and that the provisions thereof shall remain in full force and effect and shall apply to this Schedule A as though they were expressly set forth herein.

	Equipment Street Address	City	Zip Code	Contact / Phone #	Make	Model	Monthly Lease	Overage Per B&W Copy	Per Color Copy
1	Administration Services; 163 May Street	Bishop	93514	760-878-0398	Canon	IRA C5540i II	\$187.00	\$0.0092	\$0.06
2	Administration Services; 224 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5560i II	\$275.00	\$0.0092	\$0.06
3	Annex 2nd Floor Hall; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA 6555i II	\$240.00	\$0.0092	N/A
4	Assessors; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$162.00	\$0.0092	\$0.06
5	Auditor; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$182.00	\$0.0092	\$0.06
6	Behavioral Health; 162 Grove Street	Bishop	93514	760-878-0398	Canon	IRA C5560i II	\$275.00	\$0.0092	\$0.06
7	Bishop Airport; 703 Airport Road	Bishop	93514	760-878-0398	Canon	IRA 525iFZ II	\$79.00	\$0.0092	N/A
8	Social Services; 914 North Main Street	Bishop	93514	760-878-0398	Canon	IRA C5560i II	\$275.00	\$0.0092	\$0.06
9	Child Support Services; 162 East Line Street	Bishop	93514	760-878-0398	Canon	IRA C5540i II	\$162.00	\$0.0092	\$0.06
10	Information Services; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$187.00	\$0.0092	\$0.06
11	County Services; 207 West South Street	Bishop	93514	760-878-0398	Canon	IRA C5560i II	\$260.00	\$0.0092	\$0.06
12	2nd Floor Courthouse; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5560i II	\$215.00	\$0.0092	\$0.06
13	DA / Welfare & Fraud; 162 East Line Street	Bishop	93514	760-878-0398	Canon	IRA C5540i II	\$182.00	\$0.0092	\$0.06
14	DA; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$182.00	\$0.0092	\$0.06
15	Senior Center; 138 Jackson Street	Lone Pine	93545	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
16	Health Department; 207 A West South Street	Bishop	93514	760-878-0398	Canon	IRA C5540i II	\$182.00	\$0.0092	\$0.06
17	Health Tobacco; 163 May Street	Bishop	93514	760-878-0398	Canon	IRA C5560i II	\$260.00	\$0.0092	\$0.06
18	HHS; 380 North Mt. Whitney	Lone Pine	93545	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
19	HHS; 162 Grove Street	Bishop	93514	760-878-0398	Canon	IRA C5550i II	\$205.00	\$0.0092	\$0.06
20	HHS Fiscal; 155 East Market Street	Independence	93526	760-878-0398	Canon	IRA C5560i II	\$215.00	\$0.0092	\$0.06
21	Library; 408 Tecopa Hot Springs Road	Tecopa	92389	760-878-0398	Canon	IRA 525iFZ II	\$79.00	\$0.0092	N/A
22	Jail; 550 South Clay Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$162.00	\$0.0092	\$0.06
23	Juvenile; 201 Mazourka	Independence	93526	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
24	Library; 110 North Main Street	Big Pine	93513	760-878-0398	Canon	IRA 4535i II	\$115.00	\$0.0092	N/A
25	Library; 127 North Washington Street	Lone Pine	93545	760-878-0398	Canon	IRA 525iFZ II	\$79.00	\$0.0092	N/A
26	Library; 210 Academy Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
27	Museum; 155 North Grant	Independence	93526	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
28	Parks & Rec / HHS; 405 Tecopa Hot Springs Road	Tecopa	92389	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
29	Planning; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5550i II	\$250.00	\$0.0092	\$0.06
30	Probation; 914 North Main Street	Bishop	93514	760-878-0398	Canon	IRA C5550i II	\$205.00	\$0.0092	\$0.06
31	Probation; 914 North Main Street	Bishop	93514	760-878-0398	Canon	IRA C5550i II	\$185.00	\$0.0092	\$0.06
32	Roads Department; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	IRA C5550i II	\$205.00	\$0.0092	\$0.06
33	Sheriff's Department; 301 West Line Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
34	Sheriff's Department; 550 South Clay Street	Independence	93526	760-878-0398	Canon	IRA C5540i II	\$182.00	\$0.0092	\$0.06
35	Sheriff's Department; 726 North Main Street	Lone Pine	93545	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
36	Water Department; 135 South Jackson Street	Independence	93526	760-878-0398	Canon	IRA C5550i II	\$250.00	\$0.0092	\$0.06
37	Senior Center; 682 Spruce Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
38	First 5; 568 West Line Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$139.00	\$0.0092	\$0.06
39	Emergency Services; 136-A S. Jackson Street	Independence	93526	760-878-0398	Canon	IRA 525iFZ II	\$79.00	\$0.0092	N/A
40	HHS; 162 Grove Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$129.00	\$0.0092	\$0.06
41	Board Clerk; 224 North Edwards Street	Independence	93526	760-878-0398	Canon	LBP-712Cdn	\$44.00	\$0.0092	\$0.06
42	Ag Commissioner; 207 South Street	Bishop	93514	760-878-0398	Canon	IRA C3530i II	\$139.00	\$0.0092	\$0.06
	IS Department; 168 North Edwards Street	Independence	93526	760-878-0398	Canon	UniFlow Software	\$252.00	N/A	N/A

In witness whereof, the parties have caused the Schedule A to be executed on the same date set forth on the Agreement

ACCEPTED  
 JONES WALBAUM CORPORATION (DBA: American Business Machines)  
 By:   
 Printed Name: Ryan Jones  
 Title: General Manager

AUTHORIZED CUSTOMER SIGNATURE  
 Customer: County of Inyo  
 By:   
 Printed Name: Rick Pucci  
 Title: Chairperson

**ATTACHMENT 2**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
American Business Machines  
FOR THE LEASE OF COPY MACHINE EQUIPMENT, MAINTENANCE  
SERVICES AND TRAINING SERVICES**

**TERM:**

**FROM:** JANUARY 20, 2019 **TO:** JANUARY 10, 2024

**SEE ATTACHED:**

- LEASE AGREEMENT FOR 11 ADDITIONAL MACHINES
- SCHEDULE A SCHEDULE OF FEES FOR 11 ADDITIONAL MACHINES



**CANON FINANCIAL SERVICES, INC.** ("CFS")  
 Remittance Address: 14904 Collections Center Dr.  
 Chicago, Illinois 60693 (800) 220-0200

**TOTAL SOLUTION LEASE AGREEMENT**  
 CFS-1015 (01/17)

LESSOR'S AGREEMENT NUMBER:

COMPANY LEGAL NAME <b>Inyo California, County Of</b>	DBA	PHONE ("Customer") <b>760-878-0398</b>
BILLING ADDRESS <b>168 North Edwards Street</b>	CITY <b>Independence</b>	COUNTY <b>Inyo</b>
EQUIPMENT ADDRESS <b>See Schedule A</b>	CITY	STATE <b>CA</b>
		ZIP <b>93526</b>

Make / Model / Accessory	Serial Number	Monthly Guaranteed Minimum Copies		Overage Copy Charge *		Initial Meter Reading	
		(Black & White)	(Color)	(Black & White)	(Color)	(Black & White)	(Color)
Aggregate and Co Terminus with Lease # 001-0086457-004							
<b>TOTALS</b>		<b>11,000</b>	<b>0/CPC</b>	<b>0.0092</b>	<b>0.06</b>		

**Guaranteed Copy Plan:**  Individual  Aggregate (Totals only required)

**Payment Frequency:**  Monthly  Quarterly  Other: \_\_\_\_\_

**Meter Reading Frequency:**  Monthly  Quarterly  Other: \_\_\_\_\_

**End of Term Purchase Option:**  \$1.00  Fair Market Value  Other: \_\_\_\_\_

**Term:** 55 months

**Minimum Monthly Rental Payment \*:** \$828.00

**Service and Supplies Included \*:**  Supplies  Maintenance \* Plus Applicable Taxes

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

**ACCEPTED**

DEALER: **American Business Machines** ("Dealer")

By:

Print Name: **Ryan Jones**

Title: **General Manager**

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

**AUTHORIZED CUSTOMER SIGNATURE**

By: X \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Email address: \_\_\_\_\_

Tax ID#: \_\_\_\_\_ If proprietor, DOB: \_\_\_\_\_ Date: \_\_\_\_\_

By: X \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Email address: \_\_\_\_\_

**ACCEPTANCE CERTIFICATE**

To: Dealer Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Title (if any): \_\_\_\_\_ Date: \_\_\_\_\_

**TERMS AND CONDITIONS**

- AGREEMENT:** Dealer rents to Customer, a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_, with its chief executive office at \_\_\_\_\_, and Customer rents from Dealer all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment") upon the terms and conditions set forth in this Total Solution Lease Agreement ("Agreement"). This Agreement is entered into between Customer and Dealer, but Dealer intends to assign it to Canon Financial Services, Inc. ("CFS"), with its place of business at 158 Galther Drive, Suite 200, Mount Laurel, New Jersey 08054, and CFS shall succeed to Dealer's rights and benefits hereunder, including ownership of and title to the Equipment, but not the Dealer's obligations hereunder. Prior to such assignment, Dealer shall be "Lessor", after such assignment, CFS shall be "Lessor".
- TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes Lessor's form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by Lessor or any later date that Lessor designates ("Agreement Date"), and shall consist of the payment periods specified above, any Interim Period, and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by Lessor, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to Lessor prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.
- PAYMENTS:** Customer agrees to pay to Lessor, as invoiced, during the term of this Agreement, (a) the payments specified under "Minimum Monthly Rental Payment" and any "Overage Copy Charges" above and (b) such other amounts permitted hereunder as invoiced by Lessor ("Payments"). Customer also agrees to pay to Lessor an interim payment in an amount equal to 1/30<sup>th</sup> of the monthly amount of the Payment multiplied by the number of days between the Commencement Date and the Agreement Date ("Interim Period") as determined by Lessor. The amount of each Payment and the End of Term Purchase Option ("Purchase Option") price specified above are based on the supplier's best estimate of the cost of the Equipment and any related services and supplies. Customer authorizes Lessor to adjust the Payment and Purchase Option herein by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. Once in each twelve (12) month period following the first anniversary of this Agreement, Dealer has the right to increase both (i) the portion of the Minimum Monthly Rental Payment related to copy charges and (ii) the Overage Copy Charge on each anniversary of the Commencement Date in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by Lessor. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever.
- APPLICATION OF PAYMENTS; METER READING:** All Payments received by Lessor from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge shown on the invoice for each such amount and among amounts having the same date in such order as Lessor, in its discretion, may determine. Customer agrees to advise Dealer of the meter readings for the Equipment upon request.
- NO LESSOR WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS IS A MANUFACTURER, AND CFS IS NOT A DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE

**PERSONAL GUARANTY**

The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of the Dealer identified above ("Dealer") entering into, and Canon Financial Services, Inc. ("CFS") accepting an assignment of (prior to such assignment, Dealer shall be the "Lessor", and after such assignment, CFS shall be "Lessor"), an agreement (together with any schedules or supplements thereto, "Agreement") with Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to Lessor, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance of all terms of the Agreement and any other transaction between Customer and Lessor (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty, and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

If any payment on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities, or any part thereof and in enforcing this Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (no fee) Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ (no fee) Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, Dealer, or supplier is separate from, and is not a part of this Agreement, and shall be for the benefit of CFS, Customer, and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, Dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, Dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, Dealer, or supplier and shall not include any implied warranties arising solely from Lessor's acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

**6. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to Lessor written notice of any non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. Lessor is the owner of the Equipment and has leased the Equipment to Customer under this Agreement. As between Lessor and Customer, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory, or if CFS does not accept assignment of this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

**7. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of Lessor. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of Lessor. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide Lessor with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to Lessor such documents as required or appropriate.

**8. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer warrants and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes Lessor (and any third party filing service designated by Lessor) to execute and file (a) financing statements evidencing the interest of Lessor in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice hereof.

**9. INDEMNITY:** Dealer is responsible for installation of the Equipment. Customer shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

**10. MAINTENANCE:** The charges established by this Agreement include payments for services and supplies, and Dealer is responsible for providing those services and supplies described in "Service and Supplies Included" above. Service will be performed by Dealer during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer other than as set forth below. Customer shall use reasonable care in handling and operation of the Equipment. Dealer shall have the right to inspect, repair and remove Equipment and/or read the meter at any time during Customer's business hours. Any service work made necessary by Customer's willful act or negligence (including, without limitation, damage to any photocopier copier drums ("Copier Drums") and use of supplies other than those distributed by Dealer which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Dealer's established service policies. Dealer shall have the right to substitute equivalent Equipment at any time during the term of this Agreement. Paper must be purchased separately by Customer. Customer acknowledges that CFS will not be responsible for any service, repairs or maintenance of the Equipment, whether provided for in this Agreement or in any other agreement between Dealer and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under this Agreement without deducting or withholding any amounts.

**11. TAXES, OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES,** together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to Lessor or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, Lessor shall have the right but not the obligation to pay those fees, assessments, taxes, expenses or charges and Customer shall promptly reimburse Lessor, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, Lessor will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse Lessor for the expense of such personal property taxes as invoiced by Lessor and pay Lessor a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that Lessor has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO LESSOR A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE LESSOR FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**12. INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied to (a) replace or repair the Equipment, or (b) pay Lessor the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to Lessor under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the "Asset Value," which shall be: (A) for an Agreement with a \$100 Purchase Option, \$100; (B) for an Agreement with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein), and (C) for an Agreement with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints Lessor as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after Lessor's request, Customer fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing.

**13. LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of Lessor, will (a) replace the same with like equipment in a condition acceptable to Lessor and convey clear title to such equipment to Lessor (and such equipment will become "Equipment") and be subject to the terms of this Agreement; or (b) pay Lessor the Remaining Lease Balance. Upon Lessor's receipt of the Remaining Lease Balance, Lessor shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

**14. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to Lessor, whether or not arising under this Agreement, without notice or demand by Lessor; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to Lessor is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

**15. REMEDIES:** Upon the happening of any one or more Events of Default, Lessor shall have the right to exercise any one or all of the following remedies (which shall be cumulative, simultaneously, or serially, and in any order: (a) to require CFS-1015 (01/17)

Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with Lessor retaining title to the Equipment; (b) to terminate all and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (d) to pursue any other remedy permitted at law or in equity. Lessor (i) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**16. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to Lessor under this Agreement on or before the due date, Customer shall pay Lessor, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for Lessor's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse Lessor for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If Lessor should bring court action, Customer and Lessor agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by Lessor shall be deemed reasonable for purposes of this Agreement.

**17. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF LESSOR.** Lessor may pledge or transfer this Agreement. Customer agrees that if Lessor transfers this Agreement, the assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Dealer's or CFS' obligations which Dealer or CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against Lessor. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**18. RENEWAL; RETURN:** Except in the case of an Agreement containing a \$100 Purchase Option, this Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to Lessor at least sixty (60) days before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to Lessor as provided herein, Customer shall pay to Lessor upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

**19. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION.** To exercise this option, Customer shall give Lessor sixty (60) days' prior irrevocable written notice (unless the Purchase Option is \$100 that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon any sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time Customer notifies Lessor of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, Lessor shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

**20. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS or its affiliates, if any, is purely incidental to the services performed by CFS and Dealer. Neither CFS nor Dealer nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment, and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify Dealer and CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, Dealer and CFS affiliates, or could be construed to apply to Data.

**21. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to Lessor, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

**22. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.**

**23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**24. MISCELLANEOUS:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Lessor to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All such notices to Lessor from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that Lessor may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and Lessor and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's and Dealer's signature will be treated as an original for all purposes.

CANON FINANCIAL SERVICES, INC. ("CFS")  
 Remittance address: 14904 Collections Center Drive  
 Chicago, Illinois 60693 (800) 220-0200

Total Solutions and CPC Rental - Schedule A  
 CFS - 1104 (02/14)  
 Application # \_\_\_\_\_  
 Agreement # \_\_\_\_\_

This Total Solutions and Cost Per Copy Rental - Schedule A ("Schedule A") is attached to and made part of the agreement (whether designated a lease, rental, master lease or otherwise, together with any schedules, the "Agreement") between County of Inyo ("Customer") and JONES WALBAUM CORPORATION (DBA: American Business Machines) ("Dealer") It is expressly agreed that this Schedule A is supplemental to the Agreement and that the provisions thereof shall remain in full force and effect and shall apply to this Schedule A as though they were expressly set forth herein.

	Equipment Street Address	City	Zip Code	Contact / Phone #	Make	Model	Monthly Lease	Overage Per B&W Copy	Per Color Copy
1	Public Guardian; 162 Grove Street	Bishop	93514	760-878-0398	Canon	iRA C3530i II	\$142.00	\$0.0092	\$0.06
2	Farm Advisor; 207 South Street	Bishop	93514	760-878-0398	Canon	LBP-712Cdn	\$47.00	\$0.0092	\$0.06
3	Sheriff Sub Station; Hwy 127	Shoshone	92384	760-878-0398	Canon	iRA C256iF III	\$74.00	\$0.0092	\$0.06
4	Sheriff Admin Offices; 550 S. Clay Street	Independence	93526	760-878-0398	Canon	iRA C256iF III	\$74.00	\$0.0092	\$0.06
5	Sheriff MINT Office	Bishop	93514	760-878-0398	Canon	iRA C256iF III	\$74.00	\$0.0092	\$0.06
6	Sheriff Animal Shelter; 1001 County Road	Big Pine	93513	760-878-0398	Canon	iRA C256iF III	\$74.00	\$0.0092	\$0.06
7	Sheriff Posse Hut; 350 Airport Road	Bishop	93514	760-878-0398	Canon	iRA C256iF III	\$74.00	\$0.0092	\$0.06
8	Sheriff Dispatch; 550 S. Clay Street	Independence	93526	760-878-0398	Canon	iRA C256iF III	\$74.00	\$0.0092	\$0.06
9	HHS Wellness Center; 586 Central Ave.	Bishop	93514	760-878-0398	Canon	iRA C256iF III	\$74.00	\$0.0092	\$0.06
10	HHS Progress House; 536 N. Second Street	Bishop	93514	760-878-0398	Canon	iRA C256iF III	\$74.00	\$0.0092	\$0.06
11	Library; 168 Edwards	Independence	93526	760-878-0398	Canon	LBP-712Cdn	\$47.00	\$0.0092	\$0.06

In witness whereof, the parties have caused the Schedule A to be executed on the same date set forth on the Agreement

**ACCEPTED**

JONES WALBAUM CORPORATION ( DBA: American Business Machines)

By: 

Printed Name: Ryan Jones  
 Title: General Manager

**AUTHORIZED CUSTOMER SIGNATURE**

Customer: County of Inyo

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT 3**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
American Business Machines  
FOR THE LEASE OF COPY MACHINE EQUIPMENT, MAINTENANCE  
SERVICES AND TRAINING SERVICES**

**TERM:**

**FROM:** JANUARY 20, 2019 **TO:** JANUARY 10, 2024

**SEE ATTACHED:**

- MUNICIPAL FISCAL FUNDING ADDENDUM



**CANON FINANCIAL SERVICES, INC. ("CFS")**

14904 Collections Center Dr.  
Chicago, Illinois 60693

**Municipal Fiscal Funding Addendum**

Agreement Number:
Agreement Date:

<b>GOVERNMENTAL ENTITY</b>	
Complete Legal Name	County of Inyo
	("Customer")

THIS ADDENDUM WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

The Customer warrants that it has funds available to pay the lease payments ("Payments") payable pursuant to the lease agreement (the "Agreement") between Customer and CFS until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with the Agreement, and thereupon, Customer shall be released of its obligations to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement, (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS. In the event Customer returns the Equipment pursuant to the terms of this Addendum and the Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to CFS that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Governmental Entity by the following signatory has been duly taken and remains in full force and effect. CFS may accept a facsimile copy of this Addendum as an original for all purposes.

<b>ACCEPTED</b>	
<b>Canon Financial Services, Inc.</b>	<b>Customer</b>
By _____	By _____
Title _____	Printed Name _____
Date _____	Title _____





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

For Clerk's Use Only:
AGENDA NUMBER 10

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

FROM: Kammi Foote, Inyo County Clerk-Recorder

FOR THE BOARD MEETING OF: July 9, 2019

SUBJECT: Approval to authorize payment to Granicus for annual Software License Maintenance and Support Fee.

**DEPARTMENTAL RECOMMENDATIONS:**

Request Board authorize payment to Granicus in an amount of \$10,772.00 for the annual CRIis™ Software License Maintenance and Support Fee contingent upon the adoption of the 2019/2020 budget.

**SUMMARY DISCUSSION:**

AtPac is the sole source provider of the Recorder's Cashiering and Imaging System (CRIis™). The payment of this annual CRIis™ license fee is a requirement of continuing with the Recorder's Cashiering and Imaging System. CRIis™ is the cashiering system for the offices of the County Clerk, Recorder and Registrar of Voters. CRIis™ is also the system that facilitates recording land documents into the permanent record, issuance of Marriage Licenses and issuance of certified copies of Vital Records. Southtech Systems, LLC purchased AtPac on March 1, 2017 and an Assignment and Novation Agreement was signed by Inyo County, AtPac and Southtech Systems, LLC. On November 9, 2018, Granicus, LLC acquired Southtech Systems with Granicus being the Sole Member.

**ALTERNATIVES:**

The Board can deny the payment, which would result in the discontinuation of the Recorder's Cashiering and Imaging System (CRIis™) and the inability to issue Marriage Licenses or to record documents into the permanent records as required by State law.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:**

Sufficient funds to cover this annual payment are contained in budget (023401-5311), contingent upon the adoption of the 2019-2020 budget.

**APPROVALS**

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  
Approved: [Signature] Date 6/25/19

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  
[Signature]  
Approved: yes Date 7/1/2019

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  
Approved: \_\_\_\_\_ Date \_\_\_\_\_

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received) [Signature] Date: 7/1/2019



# Invoice

Granicus  
 Dept CH – Box 19634  
 Palatine, IL 60055 - 9634

Please remit via ACH to:  
 Routing #: 022000020 Acct #: 269099115

<b>Date</b>	6/17/2019	<b>Invoice #</b>	114065
<b>Terms</b>	Net 30	<b>Due Date</b>	7/17/2019
<b>P.O. Number</b>			

<b>Bill To</b>
Inyo County Clerk - Recorder P.O. Drawer F Independence CA 93526 United States

<b>Sold To</b>
Inyo County Clerk - Recorder P.O. Drawer F Independence CA 93526 United States

Description	Term Start Date	Term End Date	Amount
CRiis Maintenance and Support	7/1/2019	6/30/2020	10,080.00
CRiis CyberScience Maintenance and Support	7/1/2019	6/30/2020	692.00

For any questions about your invoice, please contact us at  
 AR@granicus.com or 1-800-314-0147

Thank you for your business

<b>Total</b>	\$ 10,772.00 USD
<b>Amount Due</b>	\$ 10,772.00 USD
<b>Total</b>	\$10,772.00



[www.granicus.com](http://www.granicus.com)



January 30, 2019

Dear Customer:

As you may know, on November 9, 2018, Granicus, the leading provider of cloud-based government transparency, legislative management, and digital marketing solutions for government agencies across North America and the United Kingdom, completed the acquisition of SouthTech Systems. This acquisition has allowed SouthTech Systems to expand its resources and transition some of their administrative operations to Granicus, which will allow our SouthTech staff to direct more of their time and attention to working with their Customers and supporting their Customers' day to day needs.

We are committed to providing all our Customers with best-in-class service and are excited that the expansion of our resources will allow SouthTech to transition payments and billing to Granicus's billing department. We wanted to ensure that you all have the information that you need to help you through this transition.

Therefore, please update your records to reflect the payment information below.

<p><b>Payments via check can be directed to:</b></p> <p><b>Granicus Dept CH – Box 19634 Palatine, IL 60055 - 9634</b></p>	<p><b>Payments via ACH can be directed to:</b></p> <p><b>Routing #: 022000020 Account #: 269099115</b></p>
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If you have any questions regarding payments or billing, please contact the Granicus team at [AR@granicus.com](mailto:AR@granicus.com) or (800) 314-0147.

As SouthTech Customers, we wanted to also welcome you to the Granicus family! Please don't hesitate to contact us with any concerns, as well as [Grant.Gyulnazaryan@southtechsystems.com](mailto:Grant.Gyulnazaryan@southtechsystems.com) or [Toni.Yates@southtechsystems.com](mailto:Toni.Yates@southtechsystems.com).

Sincerely,

Eric Gibson  
CFO, Granicus

WASHINGTON D.C.  
1152 15th Street NW, Suite 800  
Washington, DC 20005  
202.407.7500

DENVER  
707 17th Street, Suite 4000  
Denver, CO 80202  
720.240.9586

SAINT PAUL  
408 St. Peter St, Suite 600  
Saint Paul, MN 55102  
651.726.7309

U.K.  
The Beehive, City Place,  
Gatwick, RH6 0PA  
0800.032.5769

OPERATING AGREEMENT  
OF  
SOUTHTECH SYSTEMS, LLC

This Operating Agreement (this "Agreement") of SouthTech Systems, LLC, a California limited liability company (the "Company"), is entered into as of January 3, 2019, by Granicus, LLC, a Minnesota limited liability company and sole member of the Company (the "Member").

RECITALS

Pursuant to the filing of the "Articles of Organization-Conversion" ("Articles") with the California Secretary of State, the Company was formed as a California limited liability company on January 3, 2019 under the California Revised Uniform Limited Liability Company Act, as amended from time to time (the "Act"). The Company was formerly a California corporation and converted to a California limited liability company in conjunction with the filing of the Articles.

In connection with the transactions contemplated under that certain Securities Purchase and Contribution Agreement, dated as of November 9, 2018, by and among the Member and other parties named therein, the Member has acquired all of the membership interests of the Company.

The Member desires to enter into this Agreement, pursuant to which the rights and obligations of the Member and certain other constituencies of the Company shall be set forth and agreed upon as of the date hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby established, the Member hereby agrees as follows:

AGREEMENT

1. Name. The name of the Company is SouthTech Systems, LLC.
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.
3. Term. The existence of the Company as a California limited liability company commenced on the date the Articles were filed with the Secretary of State of California and shall continue until the Company is dissolved by act of the Member or by operation law.
4. Principal Office Address. The address of the principal office address of the Company is 4181 Flat Rock Drive, Ste. 300, Riverside, California 92505.
5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of California is C T Corporation System at 818 West Seventh Street, Suite 930, Los Angeles, California 90017, or other such qualified person as the Member shall from time to time select.
6. Member and Membership Interests Ownership. The Member and its percentage ownership of the Company are set forth in Exhibit A, as amended from time to time in accordance with the terms of this Agreement.

7. Management.

(a) All management powers over the business and affairs of the Company shall be exclusively vested in the Member, and the Member shall conduct, direct and exercise full control over all activities of the Company.

(b) Unless otherwise restricted by the Company's Articles of Organization, any action required to be taken at any meeting of the members or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken and bearing the dates of signature of the members who signed the consent or consents, shall be signed by the holders of outstanding membership interests having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all membership interests entitled to vote thereon were present and voted and shall be delivered to the Company by delivery to its registered office in the state of California, or the Company's principal place of business, or an officer or agent of the corporation having custody of the book or books in which proceedings of meetings of the members are recorded. Any action taken pursuant to such written consent or consents of the members shall have the same force and effect as if taken by the members at a meeting thereof.

(c) The Member may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of California or a member. Any officers so designated shall have such authority and perform such duties as the Member may, from time to time, delegate to them. The Member may assign titles to particular officers. Unless the Member otherwise decides, if the title is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such officer by the Member. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he or she shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Member. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the Member whenever in the Member's judgment the best interests of the Company shall be served thereby.

8. Allocations of Profits and Losses. The Company's profits and losses shall be allocated to the Member as determined by the Member.

9. Distributions. Distributions shall be made to the Member at the time and in the aggregate amounts determined by the Member.

10. Indemnification; Exculpation.

(a) The Company hereby agrees to indemnify and hold harmless any person (each an "Indemnified Person") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person by reason of the fact that such person is or was a member of the Company, is or was serving as an officer of the Company or is or was

serving at the request of the Company as an officer, director, principal, member, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise; provided that (unless the Member otherwise consents) no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person's gross negligence, willful misconduct or knowing violation of law. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. The Company may, by action of the Member, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of members and officers.

(b) Notwithstanding anything contained herein to the contrary, any indemnity by the Company shall be provided out of and to the extent of Company assets only, and the Member shall have no personal liability on account thereof and shall not be required to make additional capital contributions to help satisfy such indemnity of the Company.

(c) None of the Indemnified Persons shall be liable to the Member or the Company for mistakes of judgment, or for action or inaction, taken in good faith, or for losses due to such mistakes, action or inaction, or to the negligence, dishonesty, or bad faith of any employee, broker or other agent of the Company, provided that such employee, broker or agent was selected, engaged, or retained with reasonable care. Any party entitled to relief hereunder may consult with legal counsel and accountants in respect of affairs of the Company and be fully protected and justified in any reasonable action or inaction that is taken in good faith in accordance with the advice or opinion of such counsel or accountants, provided that they shall have been selected with reasonable care. Notwithstanding any of the foregoing to the contrary, the provisions of this paragraph shall not be construed so as to relieve (or attempt to relieve) any person of any liability (i) for conduct which is grossly negligent, reckless, or intentionally wrongful or criminally unlawful, provided that such person had no reasonable cause to believe that his or its conduct was unlawful, or (ii) to the extent (but only to the extent) that such liability may not be waived, modified, or limited under applicable law.

(d) The right to indemnification and the advancement and payment of expenses conferred in this Section 10 shall not be exclusive of any other right which an Indemnified Person may have or hereafter acquire under any law (common or statutory), agreement, vote of the Member or otherwise.

11. Membership Interests Certificates. The membership interests of the Member as provided on Exhibit A, shall be uncertificated unless otherwise determined by the Member.

12. Pledgee's Rights. Notwithstanding anything contained herein to the contrary, the Member shall be permitted to pledge or hypothecate any or all of its membership interests, including all interests, economic rights, control rights, and status rights as a Member, to any lender to the Company or an affiliate of the Company or any agent acting on such lender's behalf, and any transfer of such membership interests pursuant to any such lender's (or agent's) exercise of remedies in connection with any such pledge or hypothecation shall be permitted under this Agreement with no further action or approval required hereunder. Notwithstanding anything contained herein to the contrary, upon default under the financing giving rise to any pledge or hypothecation of membership interests, the lender (or agent) shall have the right, as set forth in the applicable pledge or hypothecation agreement, and without further approval of the Member and without becoming a member, to exercise the membership voting rights of the Member granting such pledge or hypothecation. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Agreement, upon the

exercise of remedies in connection with a pledge or hypothecation, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall become a member under this Agreement and shall succeed to all of the rights and powers, including the right to participate in the management of the business and affairs of the Company, and shall be bound by all of the obligations, of a member under this Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, the pledging Member shall cease to be a member and shall have no further rights or powers under this Agreement. The execution and delivery of this Agreement by a member shall constitute any necessary approval of such member under the Act to the foregoing provisions of this Section 12. This Section 12 may not be amended or modified so long as any of the membership interests are subject to a pledge or hypothecation without the pledgee's (or the transferee of such pledgee's) prior written consent. Each recipient of a pledge or hypothecation of the membership interest shall be a third party beneficiary of the provisions of this Section 12.

13. Assignments. The Member may assign, sell, transfer or otherwise dispose of, in whole or in part, its membership interest in the Company.

14. Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member.

15. Liability of Members. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent required by the Act.

16. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of California, all rights and remedies being governed by said laws.

17. Amendment. This Agreement may be amended or modified only by a writing that makes reference to this Agreement and is signed by the Member.


\* \* \* \* \*



IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the day first above-written.

**SOLE MEMBER:**

**GRANICUS, LLC**

By:   
Name: Mark Hynes  
Its: Chief Executive Officer and Secretary

**Exhibit A**

<u>Member</u>	<u>Percentage Ownership</u>
Granicus, LLC 707 17th Street, Suite 4000 Denver, CO 80202	100%

## ASSIGNMENT AND NOVATION AGREEMENT

THIS ASSIGNMENT AND NOVATION AGREEMENT (this "Assignment") is made as of March 28, 2017, in Independence California, by and between AtPac, Inc ("Assignor") and South Tech Systems, Inc. ("Assignee"), and County of Inyo, a municipal corporation (the "County").

### RECITALS

WHEREAS, Assignor is a party to the Agreement (as defined below); and

WHEREAS, Assignor desires to assign the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** The following definitions shall apply to this Assignment:

(a) **Agreement.** The term "Agreement" shall mean the July 1, 2016, Agreement between AtPac, Inc and County of Inyo, a municipal corporation ("County") for software and related services provided to the County Clerk Recorder. The term "Agreement" shall include any amendments or modifications set forth in Appendix A, attached hereto and made a part hereof.

(b) **Effective Date.** "Effective Date" shall mean the date of this Assignment.

(c) **Other Terms.** Terms used and not defined in this Assignment shall have the meanings assigned to such terms in the Agreement.

2. **The parties agree to the following facts:**

(a) The County, by and through the County Clerk Recorder, has entered into the Agreement with Assignor as defined above and attached as Appendix A and incorporated in this Assignment by reference.

(b) As of March 1, 2017, the Assignor has transferred to the Assignee all the operating assets of the Assignor by virtue of an Agreement of Merger between the Assignor and Assignee.

(c) The Assignee has acquired such assets of the Assignor by virtue of the above transfer.

(d) The Assignee has assumed all obligations and liabilities of the Assignor under the Agreement by virtue of the above transfer.

(e) The Assignee is in a position to fully perform all obligations that may exist under the Agreement.

(f) It is consistent with the County's interest to recognize the Assignee as the successor party to the Agreement.

(g) Evidence of the above transfer has been filed with the County.

(b) A letter dated March 10, 2017 signed by Officers of ATPac and SouthTech System companies that certifies Assignor has sold to SouthTech Systems, Inc. the Agreement and the operating assets of Assignor and the rights to all of Assignor's proprietary software and assigned of the agreement with County of Santa Clara, to the effect Assignee.

3. **In consideration of these facts, the parties agree that by this Assignment:**

(a) The Assignor confirms the transfer to the Assignee, **and waives any claims and rights** against the County that it now has or may have in the future in **connection with the Agreement.**

(b) The Assignee agrees to be bound by and to perform the Agreement in accordance with the conditions contained in the Agreement. The Assignee also assumes all obligations and liabilities of, and all claims against, the Assignor under the Agreement as if the Assignee were the original party to the Agreement.

(c) The Assignee ratifies all previous actions taken by the Assignor with respect to the Agreement, with the same force and effect as if the action has been taken by the Assignee.

(d) The County recognizes the Assignee as **the Assignor's successor** in interest in and to the Agreement. **The Assignee by this Assignment becomes entitled to all rights, titles, and interests of the Assignor in and to the Agreement as if the Assignee were the original party to the Agreement.** Following the Effective Date of this Assignment, the term "Contractor," as used in the Agreement, shall refer to the Assignee.

(e) Except as expressly provided in this Assignment, nothing in it shall be construed as a waiver of any rights of the County against the Assignor.

(f) All payments and reimbursements **previously made by County to the Assignor, and all other previous actions taken by County under the Agreement, shall be considered to have discharged those parts of County's obligations under the Agreement.** All payments and reimbursements made by County after the date of this Assignment in the name of or to the Assignor shall have the same force and effect as **if made to the Assignee, and shall constitute a complete discharge of County's obligations under the Agreement, to the extent of the amounts paid or reimbursed.**

(g) The Assignor and the Assignee agree that County is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Assignment, other than those that County in the absence of this transfer or Assignment would have been obligated to pay or reimburse under the terms of the Agreement.

(h) The Assignor guarantees payment of all liabilities and the performance of all obligations that the Assignee:

(1) Assumes under this Assignment; or

(2) May undertake in the future should this Agreement be modified under their terms and conditions. The Assignor waives notice of, and consents to, any such future modifications.

(i) **The Agreement shall remain in full force and effect, except as modified by this Assignment. Each party has executed this Assignment as of the day and year first above written.**

4. **Governing Law.** This Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles.
5. **Headings.** All section headings and captions contained in this Assignment are for reference only and shall not be considered in construing this Assignment.
6. **Entire Agreement.** This Assignment sets forth the entire agreement between Assignor and Assignee relating to the Agreement and supersedes all other oral or written provisions.
7. **Further Assurances.** From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by County.
8. **Insurance Certificates.** For this Assignment and Novation to be effective, Assignee shall provide to County insurance certificates and endorsements for the identical type and amount of coverage currently required under the Agreement.
9. **Severability.** Should the application of any provision of this Assignment to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Assignment shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee and County.
10. **Successors; Third-Party Beneficiaries.** Subject to the terms of the Agreement, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than County and the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.
11. **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Assignment or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below). All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Assignor, Assignee or County may designate a new address for purposes of this Section by notice to the other signatories to this Assignment.

If to Assignor:

Linda Maclam, President  
13300 New Airport Road, Suite 101  
Auburn, CA 95602  
(530) 913-3340  
[lkimaclam@aol.com](mailto:lkimaclam@aol.com)

If to Assignee:

Jose Domingucz, President  
SouthTech Systems, Inc  
4181 Flatrock Drive, Suite 300  
Riverside, CA 92505  
(951) 354-6104  
jose.dominguez@southtechsystems.com

If to County:

Inyo County  
Kammi Foote, Clerk Recorder/Registrar  
168 N. Edwards St  
Independence, CA 93526  
(760) 878-0220  
[kfoote@inyocounty.us](mailto:kfoote@inyocounty.us)

12. **Consent of County.** Each of Assignor and Assignee acknowledges that the prior written consent of County to this Assignment is required under the terms of the Agreement. County shall be a third-party beneficiary of this Assignment and shall have the right to enforce this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the date first referenced above.

**ASSIGNOR**

AtPac, Inc.  
13300 New Airport Road, Suite 101  
Auburn, CA 95602

By: Linda Maclam, President

**ASSIGNEE**

South Tech Systems, Inc  
4181 Flatrock Drive, Suite 300  
Riverside, CA 92505

By: Jose Dominguez, President


Subject to Section 12 of this Assignment, County hereby consents to the assignment and novation described in Sections 2 and 3 of this Assignment.

**COUNTY**

**Recommended by:**

  
Kammi Foote  
Clerk Recorder/Registrar

**Approved:**

  
Insert Name: Mark Tillemans  
Title: Board Chairperson

Approved as to Form:

INSERT NAME  
County Attorney

By:   
Name  
Deputy County Attorney

Appendix A: Agreement  
Appendix B: Merger Documents



**SOUTHTECH**  
SYSTEMS

phone: (951) 354-6104 · fax: (951) 354-6107  
web: www.southtechsystems.com

4181 Flat Rock Drive, Suite 300  
Riverside, California 92505

**Request to Assign Vendor Number**

Effective Date of Transfer: March 1, 2017

**Client: Inyo County**

**Department: Kamml Foote, Clerk Recorder/Registrar**

**Company with current contract (Assignor)**

**AtPac**

13300 New Airport Road, Suite 101

Auburn, CA 95602

Linda Maclam, CFO

Phone: (530) 887-2258

E-Mail: lmaclam@egovinc.com

**Company assuming agreement (Assignee)**

**SouthTech Systems, Inc**

4181 Flat Rock Drive, Suite 300

Riverside, CA 92505

Phone: (951) 354-6104

Type of entity: CA Corporation

Fed ID # 51-0564578

**Business Contacts for New Company**

Jose Dominguez, President

E-mail: Jose.dominguez@southtechsystems.com

Grant Gyulnazaryan, Vice President, CFO

E-mail: [grant.gyulnazaryan@southtechsystems.com](mailto:grant.gyulnazaryan@southtechsystems.com)

Robert Gyulnazaryan, Contracts Manager

E-mail: [Robert.gyulnazaryan@southtechsystems.com](mailto:Robert.gyulnazaryan@southtechsystems.com)

**Contact Information for Northern California Office**

Frederick Garcia, General Manager

13300 New Airport Road, Suite 101

Auburn, CA 95602

Phone: (530) 887-2258

E-Mail: [fgarcia@egovinc.com](mailto:fgarcia@egovinc.com)

Client Vendor ID: V003382 To be assigned by Client)

**Customer Acknowledgement of Request for Assignment:**

Mark Tillerson  
Signature

Mark Tillerson  
Print Name

Regional Chairperson  
Title

06/06/17  
Date





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

For Clerks Use Only

AGENDA NUMBER

11

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

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** July 9, 2019

**SUBJECT:** Authorization for Reciprocal Intrastate Transportation of Prisoners Agreement with Los Angeles County

**DEPARTMENTAL RECOMMENDATION:**

1. Request the Board approve the Reciprocal Intrastate Transportation of Prisoners Agreement effective upon execution by the Sheriff of Los Angeles County, indefinitely for reciprocal transportation of prisoner services by both parties and;
2. Authorize the Sheriff to sign the agreement.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Persons may be arrested or detained in jurisdictions throughout the State of California on the authority of warrants issued from the County. The County is responsible for the transportation of prisoners from the location where the prisoners are in custody to the County of Inyo. This agreement allows the County of Los Angeles through the Los Angeles County Sheriff's Department, to provide prisoner transport services for the County of Inyo at an agreed upon location. This agreement saves the County in travel time, as we can meet Los Angeles County Deputy Sheriffs at a designated meeting place for the exchange of prisoners.

**ALTERNATIVES:**

Not approve the agreement. This is not recommended, as the agreement can potentially save travel and overtime costs for the transport of prisoners.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor's office

**FINANCING**

Reciprocal service, no cost agreement.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date <u>06/27/2019</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>7/2/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

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



Date: 7/2/19

**RECIPROCAL INTRASTATE TRANSPORTATION OF PRISONERS SERVICES  
AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND COUNTY OF INYO**

This Reciprocal Intrastate Transportation of Prisoners Services Agreement ("Agreement") is made and entered into by and between the County of Los Angeles and the County of Inyo for the performance of reciprocal intrastate prisoner transportation services.

**RECITALS**

- (a) Persons are frequently arrested or detained in jurisdictions throughout the State of California on the authority of warrants issued from the County of Inyo and the County of Los Angeles.
- (b) The County of Inyo is responsible for the transportation of its prisoners from the location where the prisoners are in custody to the County of Inyo. The County of Los Angeles is responsible for the transportation of its prisoners from the location where the prisoners are in custody to the County of Los Angeles. This process involves considerable cost to the parties.
- (c) The Los Angeles County Sheriff's Department operates a statewide prisoner transportation system with scheduled weekly trips throughout the State of California. The Inyo County Sheriff's Department operates a prisoner transportation system with trips between counties within the State of California.
- (d) The County of Inyo is desirous of contracting with the County of Los Angeles for the performance of prisoner transportation services by the Los Angeles County Sheriff's Department in or around the State of California, and in or around the County of Inyo. The Los Angeles County Sheriff's Department is willing, able, and desires to perform this service.
- (e) The County of Los Angeles is desirous of contracting with the County of Inyo for the performance of prisoner transportation services by the Inyo County Sheriff's Department between counties within the State of California. The Inyo County Sheriff's Department is willing, able, and desires to perform this service.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

## **1.0 AGREEMENT SERVICES**

- 1.1 The County of Los Angeles, through the Los Angeles County Sheriff's Department, and the County of Inyo, through the Inyo County Sheriff's Department, agree to provide reciprocal prisoner transportation services to one another at no charge for said services.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 The rendition of the services performed by the Los Angeles County Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County of Los Angeles.
- 2.2 The rendition of the services performed by the Inyo County Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County of Inyo.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the other party shall be consulted and a mutual determination thereof shall be made by both the Sheriffs of the County of Los Angeles and the County of Inyo.
- 2.4 The County of Inyo shall not be called upon to assume any liability for the direct payment of the Los Angeles County Sheriff's Department salaries, wages, or other compensation to any Los Angeles County personnel performing services hereunder for said County of Inyo. Except as herein otherwise specified, the County of Inyo shall not be liable for compensation or indemnity to any County of Los Angeles employee or agent of the same for injury or sickness arising out of the performance of services under this Agreement.
- 2.5 The County of Los Angeles shall not be called upon to assume any liability for the direct payment of the Inyo County Sheriff's Department salaries, wages, or other compensation to any County of Inyo personnel performing services hereunder for said County of Los Angeles. Except as herein otherwise specified, the County of Los Angeles shall not be liable for compensation or indemnity to any County of Inyo employee or agent of the same for injury or sickness arising out of his/her performance of services under this Agreement.

- 2.6 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County of Los Angeles agrees that the Los Angeles County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 SCOPE OF SERVICES BY COUNTY OF LOS ANGELES**

- 3.1 The County of Los Angeles, upon request by the County of Inyo, will transport prisoners arrested and held by other law enforcement agencies within the State of California on the authority of warrants issued from the County of Inyo to a place mutually agreeable to the parties, either to the County of Inyo or to a place on the established statewide route of the Los Angeles County Sheriff's Department's Transportation Bureau.
- 3.2 Such prisoner transportation services provided by the Los Angeles County Sheriff's Department shall be provided according to the schedules established and maintained by the Los Angeles County Sheriff's Department.
- 3.3 The County of Inyo, upon being notified that one of its prisoners is being held by another law enforcement agency within the State of California, and desiring that such prisoner be transported to the County of Inyo or the mutually agreed upon location by the County of Los Angeles, shall notify the Los Angeles County Sheriff's Department Transportation Bureau. Notification shall be in the form of a printed message via California Law Enforcement Telecommunications System ("CLETS") requesting transportation of specifically identified individuals and will include the prisoner's name, sex, race, age, location held, charge(s) held under, amount of bail, and the name of the Court that issued the warrant for the prisoner's arrest. The message shall indicate any necessary special instructions and identify any security risks and/or potential health and/or safety threats to law enforcement personnel, the public, and/or the prisoner to be transported. The message shall also indicate the date of arrest and the date and time that the prisoner will be available for transportation by the County of Los Angeles to the County of Inyo or location of mutual agreement.
- 3.4 The Los Angeles County Sheriff's Department Transportation Bureau will then send a return message via CLETS to the agency of the County of Inyo requesting the transportation services, confirming the receipt of the notification and request for prisoner transportation, and indicating the expected date of delivery of the prisoner to the County of Inyo or location of mutual agreement.

- 3.5 The County of Los Angeles shall be responsible for the physical custody of County of Inyo prisoners commencing upon the acceptance of the prisoners, their property, and their necessary paper work by the Los Angeles County Sheriff's Department transportation personnel from the arresting law enforcement agency.
- 3.6 The County of Los Angeles hereby reserves the right to refuse to transport any mentally ill, sick, handicapped, disabled, or injured County of Inyo prisoner. Such mentally ill, sick, handicapped, disabled, or injured prisoner may be transported by the County of Los Angeles, but only upon clearance for such a trip by a medical doctor, which shall be in writing, signed by the authorizing medical doctor. Such medical release form shall also declare whether the prisoner possesses any conditions that require special consideration, treatment, or handling by the Los Angeles County Sheriff's Department transportation personnel, including instructions with regard to medicines, dietary requirements or restrictions, and any other information that is relevant to the health and well-being of the prisoner. The medical release form shall be provided to the Los Angeles County Sheriff's Department transportation personnel before the Los Angeles County Sheriff's Department will accept physical custody of the prisoner.
- 3.7 In the event that a well prisoner transported on behalf of the County of Inyo becomes ill or injured en route, and requires professional medical examination and/or treatment, such fees for examination and/or treatment shall be a proper charge to the County of Inyo by means of an invoice issued by and paid to the County of Los Angeles. The County of Los Angeles further reserves the right to refuse to transport any prisoner due to space limitations on transport vehicles or in consideration of overnight custodial accommodations en route to/from Los Angeles County. If the County of Los Angeles refuses to transport a prisoner, it shall immediately notify the requesting County of Inyo agency via CLETS of this fact, and the reason therefore.
- 3.8 The County of Los Angeles will only transport male prisoners sixteen (16) years or older.
- 3.9 The County of Los Angeles, upon accepting County of Inyo prisoners for transportation, shall be responsible for the prisoner's safekeeping while transporting them, and the timely and punctual delivery of said prisoners. Should there be any delay in said delivery, County of Los Angeles shall immediately notify, via CLETS, the County of Inyo requesting agency of the delay, the reason therefore, and the expected delivery date of such prisoners.

#### **4.0 SCOPE OF SERVICES BY COUNTY OF INYO**

- 4.1 The County of Inyo, upon request by the County of Los Angeles, will transport prisoners arrested and held by other law enforcement agencies within the State of California on the authority of warrants issued from the County of Los Angeles to a place mutually agreeable to the parties, either to the County of Los Angeles or to another agreed upon location.
- 4.2 Such prisoner transportation services provided by the Inyo County Sheriff's Department shall be provided according to the schedules established and maintained by Inyo County Sheriff's Department.
- 4.3 When the County of Los Angeles requires movement of prisoners between counties within the State of California, the County of Los Angeles shall notify the Inyo County Sheriff's Department Transportation Bureau. Notification shall be in the form of a printed message via CLETS requesting transportation of specifically identified individuals and will include the prisoner's name, sex, race, age, location held, charge(s) held under, amount of bail, and the name of the Court that issued the warrant for the prisoner's arrest. The message shall indicate any necessary special instructions and identify any security risks and/or potential health and/or safety threats to law enforcement personnel, the public, and/or the prisoner to be transported. The message shall also indicate the date of arrest and the date and time that the prisoner will be available for transportation by the County of Inyo to an agreed upon location.
- 4.4 The Inyo County Sheriff's Department Transportation Bureau shall then send a return message via CLETS to the agency of the County of Los Angeles requesting the transportation services, confirming the receipt of the notification and request for prisoner transportation, and indicating the expected date of delivery of the prisoner to the agreed upon location.
- 4.5 The County of Inyo shall be responsible for the physical custody of County of Los Angeles prisoners commencing upon the acceptance of the prisoners, their property, and their necessary paper work by the Inyo County Sheriff's Department transportation personnel from the arresting law enforcement agency.

- 4.6 The County of Inyo hereby reserves the right to refuse to transport any mentally ill, sick, handicapped, disabled, or injured County of Los Angeles prisoner. Such mentally ill, sick, handicapped, disabled, or injured prisoner may be transported by the County of Inyo, but only upon clearance for such a trip by a medical doctor, which shall be in writing, signed by the authorizing medical doctor. Such medical release form shall also declare whether the prisoner possesses any conditions that require special consideration, treatment, or handling by the Inyo County Sheriff's Department transportation personnel, including instructions with regard to medicines, dietary requirements or restrictions, and any other information that is relevant to the health and well-being of the prisoner. The medical release form shall be provided to the Inyo County Sheriff's Department transportation personnel before the Inyo County Sheriff's Department will accept physical custody of the prisoner.
- 4.7 In the event that a well prisoner transported on behalf of the County of Los Angeles becomes ill or injured en route, and requires professional medical examination and/or treatment, such fees for examination and/or treatment shall be a proper charge to the County of Los Angeles by means of a invoice issued by and paid to the County of Inyo. The County of Inyo further reserves the right to refuse to transport any prisoner due to space limitations on transport vehicles or in consideration of overnight custodial accommodations that may be required. If the County of Inyo refuses to transport a prisoner, it shall immediately notify the County of Los Angeles requesting agency via CLETS of this fact, and the reason therefore.
- 4.8 The County of Inyo will only transport male prisoners sixteen (16) years or older.
- 4.9 The County of Inyo, upon accepting County of Los Angeles prisoners for transportation, shall be responsible for the prisoner's safekeeping while transporting them, and the timely and punctual delivery of said prisoners. Should there be any delay in said delivery, County of Inyo shall immediately notify, via CLETS, the County of Los Angeles requesting agency of the delay, the reason therefore, and the expected delivery date of such prisoners.

## **5.0 INDEMNIFICATION**

- 5.1 County of Los Angeles shall indemnify, defend, and hold harmless the County of Inyo, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of Los Angeles's acts and/or omissions arising from and/or relating to this Agreement.



5.2 County of Inyo shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of Inyo 's acts and/or omissions arising from and/or relating to this Agreement.

## **6.0 TERM OF AGREEMENT**

6.1 The term of this Agreement shall commence upon execution by both parties and shall continue indefinitely until terminated by either party.

## **7.0 RIGHT OF TERMINATION**

7.1 The County of Los Angeles or the County of Inyo may terminate this Agreement upon sixty (60) calendar days advance written notice to the other party.

7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations that would otherwise accrue subsequent to the date of termination.

## **8.0 NON-FINANCIAL AGREEMENT**

8.1 This Agreement is a non-financial arrangement between the parties. No charges shall be incurred, and no charges shall be billed, by one party to the other party for intrastate prisoner transportation services so long as the parties continue to provide reciprocal intrastate prisoner transportation services.

8.2 Notwithstanding Paragraph 8.1 above, one party may seek reimbursement from the other party for fees associated with the professional medical examination and/or treatment of a prisoner in accordance with Paragraphs 3.7 and 4.7 of this Agreement.

## **9.0 AMENDMENTS**

9.1 All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized representatives of County of Los Angeles and County of Inyo.

## **10.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

- 10.1 A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

## **11.0 AUTHORIZATION WARRANTY**

- 11.1 County of Inyo represents and warrants that the person executing this Agreement for County of Inyo is an authorized agent who has actual authority to bind the County of Inyo to each and every term, condition, and obligation of this Agreement and that all requirements of County of Inyo have been fulfilled to provide such actual authority.
- 11.2 County of Los Angeles represents and warrants that the person executing this Agreement for County of Los Angeles is an authorized agent who has actual authority to bind the County of Los Angeles to each and every term, condition, and obligation of this Agreement and that all requirements of County of Los Angeles have been fulfilled to provide such actual authority.

## **12.0 GOVERNING LAW, JURISDICTION, AND VENUE**

- 12.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **13.0 NOTICES**

- 13.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.
- 13.2 Notices to County of Los Angeles shall be addressed as follows:  
Los Angeles County Sheriff's Department  
Attn: Statewide Sergeant  
441 Bauchet Street  
Los Angeles, California 90012  
Phone (213) 974-4565  
Fax (213) 974-4367

13.3 Notices to County of Inyo shall be addressed as follows:  
County of Inyo  
Attn: Corporal Paul Dorame  
P.O. Box Drawer S  
Independence, California 93526  
(760) 878-0370

**14.0 VALIDITY**

14.1 If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

**15.0 WAIVER**

15.1 No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

**16.0 ENTIRE AGREEMENT**

16.1 This Agreement, and any Amendments hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0, Amendments, of this Agreement and duly executed by authorized representatives of County of Los Angeles and County of Inyo .

\*\*\*\*\*

**RECIPROCAL INTRASTATE TRANSPORTATION OF PRISONERS AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND COUNTY OF INYO**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

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

By \_\_\_\_\_  
Alex Villanueva  
Sheriff

COUNTY OF INYO

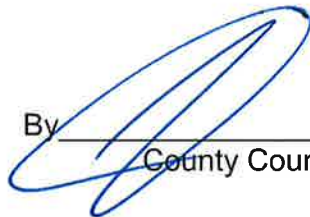
Dated: \_\_\_\_\_

By \_\_\_\_\_  
Jeff Hollowell  
Sheriff

APPROVED AS TO FORM:  
COUNTY OF LOS ANGELES  
MARY C. WICKHAM  
COUNTY COUNSEL

APPROVED AS TO FORM:  
COUNTY OF INYO  
COUNTY COUNSEL

By \_\_\_\_\_ Signature on File \_\_\_\_\_  
Principal Deputy County Counsel

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

# Wildfire Mitigation Plan Inyo County Board of Supervisors July 9, 2019



Energy for What's Ahead®



# Community Resilience and Preparedness



**Make an emergency plan today & practice it!**

## **We all have a role in resiliency and preparedness**

“Preparedness is everyone's job. Not just government agencies but all sectors of society -- service providers, businesses, civic and volunteer groups, industry associations and neighborhood associations, as well as every individual citizen -- should plan ahead for disaster. During the first few hours or days following a disaster, essential services may not be available. People must be ready to act on their own.”

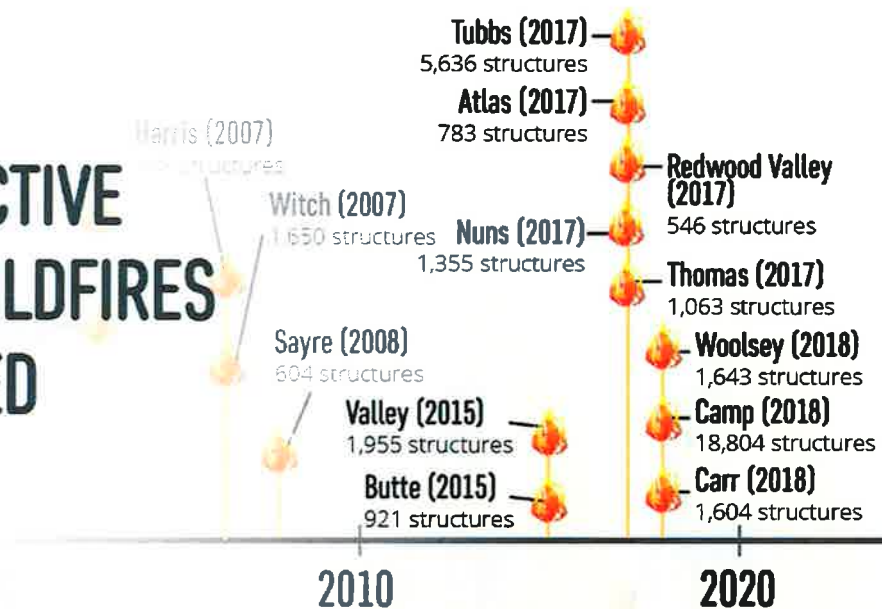
-California Offices of Emergency Services

# California's Wildfire Risk

**Year-Round Fire Season:** Changes to California's climate means that the traditional notion of a fire "season" no longer exists

**Hazardous fuel is building up:** 10M acres of land contain ready-to-burn kindling from nearly 147M trees that have been killed or weakened by drought and bark beetle infestation

**10 OF THE 20  
MOST DESTRUCTIVE  
CALIFORNIA WILDFIRES  
HAVE HAPPENED  
SINCE 2015<sup>v</sup>**



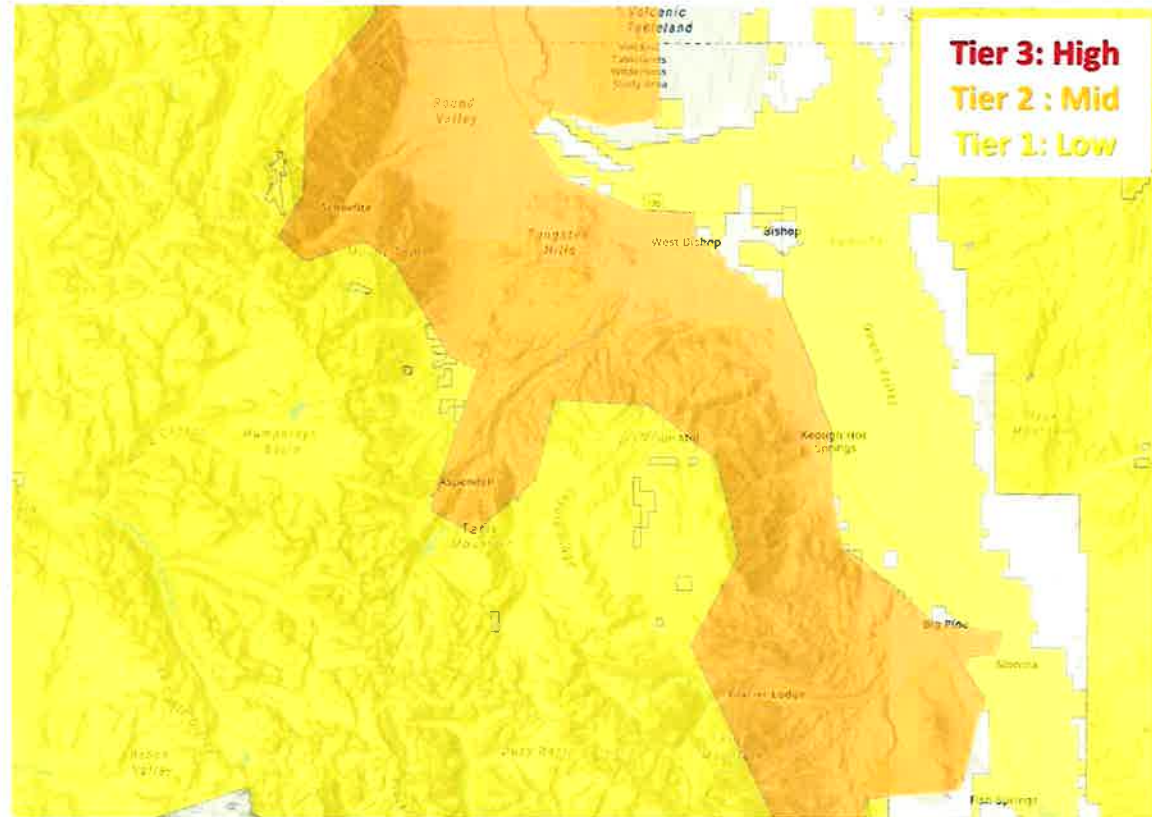
Source: [http://www.fire.ca.gov/communications/downloads/fact\\_sheets/Top20\\_Destruction.pdf](http://www.fire.ca.gov/communications/downloads/fact_sheets/Top20_Destruction.pdf)

# Local Community High Fire Risk Area Map

Approximately 1/3 of SCE's 50,000 square mile service area is located in HFRA.

## What makes up SCE's HFRA?

A combination of historical map boundaries (based on past fire management and response experiences), CAL FIRE's Fire Hazard Severity Zone (FHSZ) maps, and most recently the CPUC High Fire Threat District map are used to inform SCE's High Fire Risk Areas.



\* Areas within SCE's service area that continue to be designated as HFRA and are in the process of being evaluated to determine whether they remain as HFRA



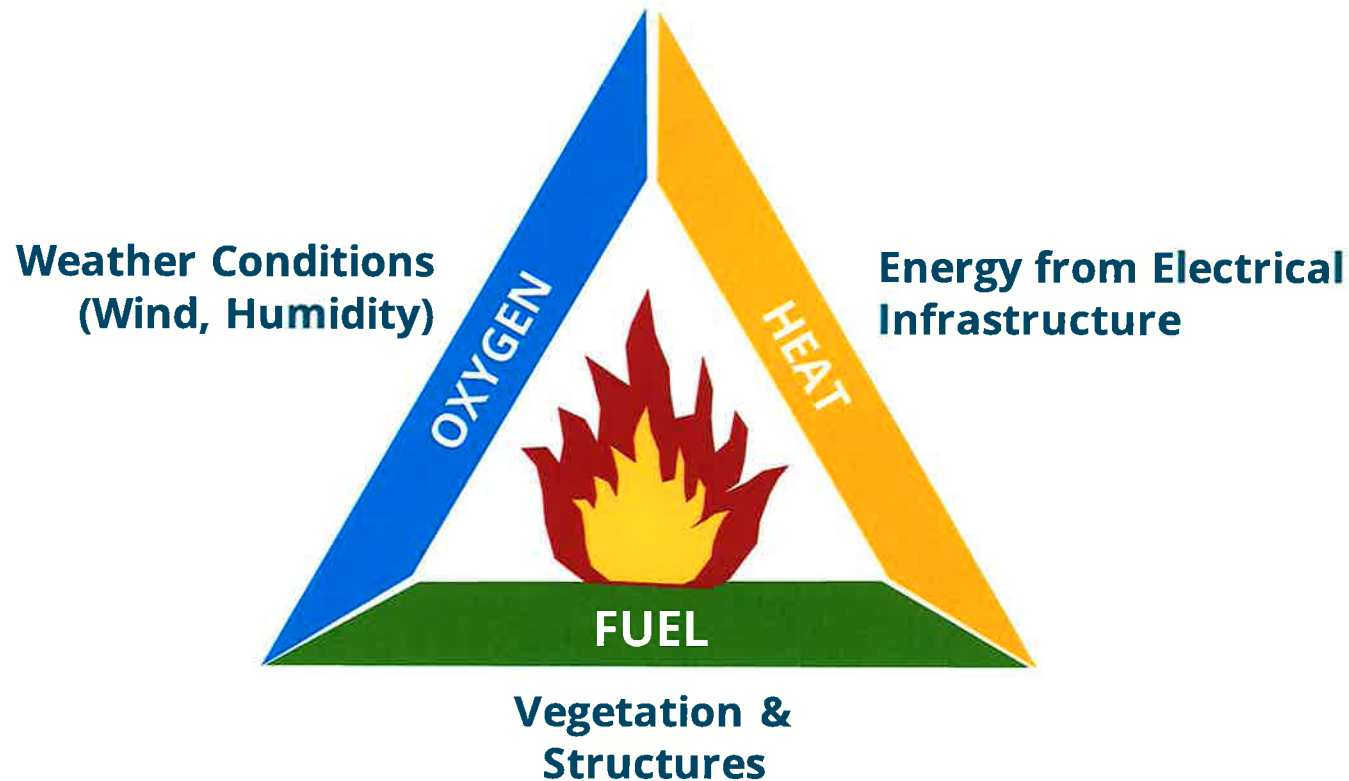
# Objective of SCE's Wildfire Mitigation Plan

1. Protect public safety
2. Implement the plan to reduce the risk of potential wildfire-causing ignitions associated with SCE's electrical infrastructure
3. Implement measures that further harden SCE's electric system against wildfires and improve system resiliency
4. Enhance wildfire suppression efforts by improving fire agencies' ability to detect and respond to emerging fires in coordination with utility emergency management personnel
5. Effectively communicate with customers, community groups, and other stakeholders about how to prevent, prepare for, and mitigate the effects of wildfires



# Mitigation Strategy based on Fire Science

**Eliminating any side of the fire triangle can prevent ignitions**



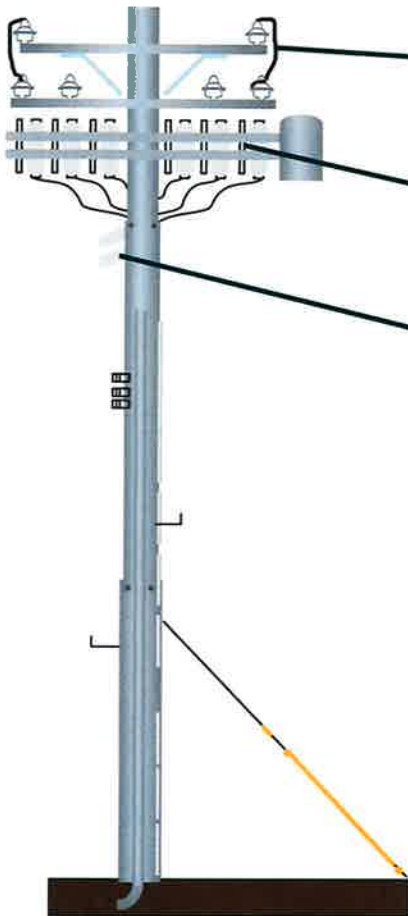
# Scope of SCE's 2019 SB 901 Wildfire Mitigation Plan

<b>OPERATIONAL</b>	<b>Inspections</b>	<ul style="list-style-type: none"> <li>Enhanced overhead inspections (EOI) on transmission and distribution structures in HFRA</li> <li>Various existing inspections (poles, switches, circuits, relays, etc.)</li> <li>Infrared, Corona scanning and high definition (HD) imagery</li> </ul>
	<b>Public Safety Power Shutoff (PSPS)</b>	<ul style="list-style-type: none"> <li>Effective communications and engagement with emergency services, customers and communities</li> </ul>
	<b>Situational Awareness</b>	<ul style="list-style-type: none"> <li>Weather stations and HD cameras</li> </ul>
	<b>Vegetation Management</b>	<ul style="list-style-type: none"> <li>Hazard tree removal (trees beyond traditional trim zone)</li> <li>Vegetation removal at poles</li> <li>LiDAR surveying for transmission, supplemental inspections in HFRA</li> <li>SCE plans to implement a 12-ft tree clearances from distribution power lines in high fire areas to ensure annual growth will not encroach on compliance distances.</li> </ul>
<b>INFRASTRUCTURE</b>	<b>Covered Conductor</b>	<ul style="list-style-type: none"> <li>Circuit miles of covered conductor in HFRA</li> </ul>
	<b>Undergrounding</b>	<ul style="list-style-type: none"> <li>Evaluation of certain distribution lines in HFRA for potential undergrounding.</li> </ul>
	<b>Other Infrastructure Mitigations</b>	<ul style="list-style-type: none"> <li>Various system hardening activities (e.g., composite poles, current limiting fuses (CLFs), remote automatic reclosers (RARs), Fast Curve settings)</li> <li>Studies, evaluations and pilots of alternative technologies</li> </ul>

<sup>1</sup>Per SCE's Grid Safety & Resiliency Program (GSRP)

# Infrastructure - System Hardening Elements

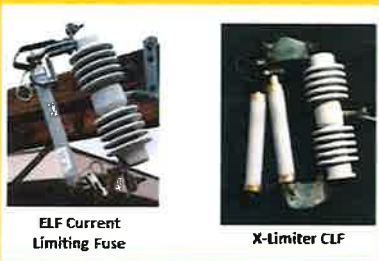
## Hardened System



### Covered Conductor



### Fast-Acting, Current Limiting Fuses (CLF)



### Reclosers



# Enhanced Overhead Inspections (EOI)

## Enhanced Overhead Inspections Identify Potential Risks

- In less than 5 months, our crews completed detailed ground-based inspections of **400,000+** distribution and transmission structures in HFRA
- Deploying helicopters and drones equipped with Infrared, Ultraviolet, LiDAR and HD image scanning to perform aerial inspections of our facilities in HFRA



*SCE's helicopters are equipped with software and high-tech cameras, like the one shown above, to find potential risk undetectable to the human eye*

# Undergrounding

SCE views undergrounding as part of our portfolio of mitigation measures, but there are important trade-offs that require careful deliberation at the California Public Utilities Commission



## **Benefits**

- Can reduce frequency of outages during storms
- Can reduce risk of wildfires caused by electrical infrastructure
- Can improve neighborhood aesthetics
- Can present fewer hazards for wildlife

## **Drawbacks**

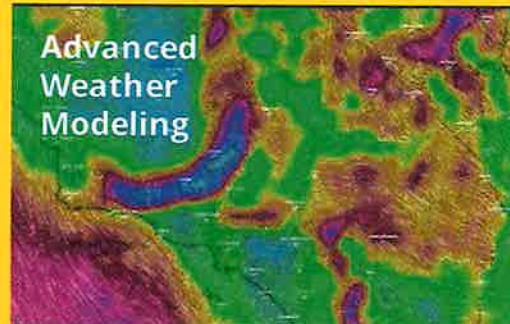
- Cannot be visually inspected
- Require longer service interruptions to perform repairs and maintenance
- Can take much more time to design, install, and obtain easements and permits
- Cost: ~\$3 million per mile (~\$430,000 per mile for covered conductor), which will lead to higher customer rates

# Situational Awareness Capabilities



Weather Stations

- Hi-Res Data
- Local Weather



Advanced Weather Modeling

- Better Forecasting
- Advanced Warning



Fire Monitoring Cameras

- High-Definition
- Remote-controlled

## Situational Awareness Center

- SCE meteorologists
- 24/7 monitoring



# Vegetation Management



- **20+** in-house certified arborists
- **800+** pruning contractors with **60** more crews added June/July 2018
- **≈ 900,000** trees inspected annually
- **≈ 700,000** pruned per year;  
**400,000** trees in high fire risk areas

## 2019

- Continue to remove dead, dying, diseased trees in HFRA
- Remove additional **7,500** which pose a fall-in or blow-in risk to SCE electrical facilities in HFRA
- SCE has implemented a 12-ft tree clearance from distribution power lines in high fire areas to ensure annual growth will not encroach on compliance distances.

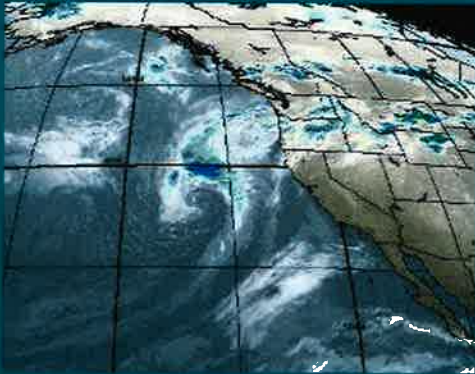


# Public Safety Power Shutoff (PSPS)

- De-energization to **prevent ignitions** from powerlines
- Used during **extreme fire conditions**
- Primarily impacts circuits in high fire risk areas
  - Other circuits in non-high fire risk areas may be impacted if transmission lines are de-energized
- Red Flag Warning **does not** mean a PSPS will be called
- Actual frequency of PSPS events will depend on various weather and environmental factors
  - Decision will be made with most accurate assessment of real-time information and situational awareness data

# PSPS Decision Points

Decision points include but are not limited to:



- SCE Meteorologists forecast **strong wind** conditions in service territory
- SCE Fire Scientist assessment **of fire potential** to include consideration of **weather** and **fuels**



- Real-time observations from qualified personnel monitoring for **hazardous conditions** in the field



- Impact of de-energizing circuits on **first responders and essential services**

\* Erratic or sudden onset of conditions may prevent the input from real-time observations or consultation with first responders

# PSPS Ideal Timeline

**4-7 DAYS AHEAD**



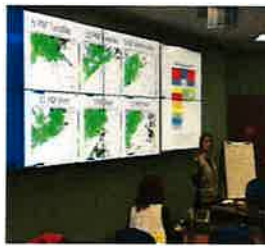
Forecast Weather & Fire Conditions

**3 DAYS AHEAD**



SCE Incident Management Team activated  
  
County Operational Areas informed of potential activation

**2 DAYS AHEAD**



1<sup>st</sup> Notification PPS Possible sent to agencies and customers

**1 DAY AHEAD**



2<sup>nd</sup> Notification PPS Possible

**POWER SHUTOFF**



3<sup>rd</sup> Notification Power Shutoff

**POWER RESTORATION**



4<sup>th</sup> Notification Power Restored After Inspection



\*Erratic or sudden onset of conditions may impact our ability to provide advanced notice to customers.

# Community Resilience and Preparedness

## Power Outages Can Occur for Many Reasons

- Maintenance
- Emergency Repairs
- Requests from Fire Agencies
- Natural Disasters

## Have a Plan and Be Prepared

- Be Informed
- **Plan Ahead**
- Take Action



# Useful Information

- Update Customer Contact Information <https://www.sce.com/outagealerts>
- Information on SCE Wildfire Mitigation Plan [www.sce.com/wildfire](http://www.sce.com/wildfire)
- Twitter - [@sce](https://twitter.com/sce)
- Facebook - [www.facebook.com/sce](http://www.facebook.com/sce)
- Fire Cameras- [www.alertwildfire.org](http://www.alertwildfire.org)
- Weather Stations - [mesowest.utah.edu](http://mesowest.utah.edu)
- CPUC Wildfire Maps Information - [www.cpuc.ca.gov/wildfiresinfo/](http://www.cpuc.ca.gov/wildfiresinfo/)
- Fire Preparedness - [calfire.ca.gov/fire\\_protection/fire\\_protection\\_be\\_prepared](http://calfire.ca.gov/fire_protection/fire_protection_be_prepared)
- Red Cross Emergency Preparedness  
[www.redcross.org/get-help/how-to-prepare-for-emergencies.html](http://www.redcross.org/get-help/how-to-prepare-for-emergencies.html)
- FEMA Emergency Preparedness -

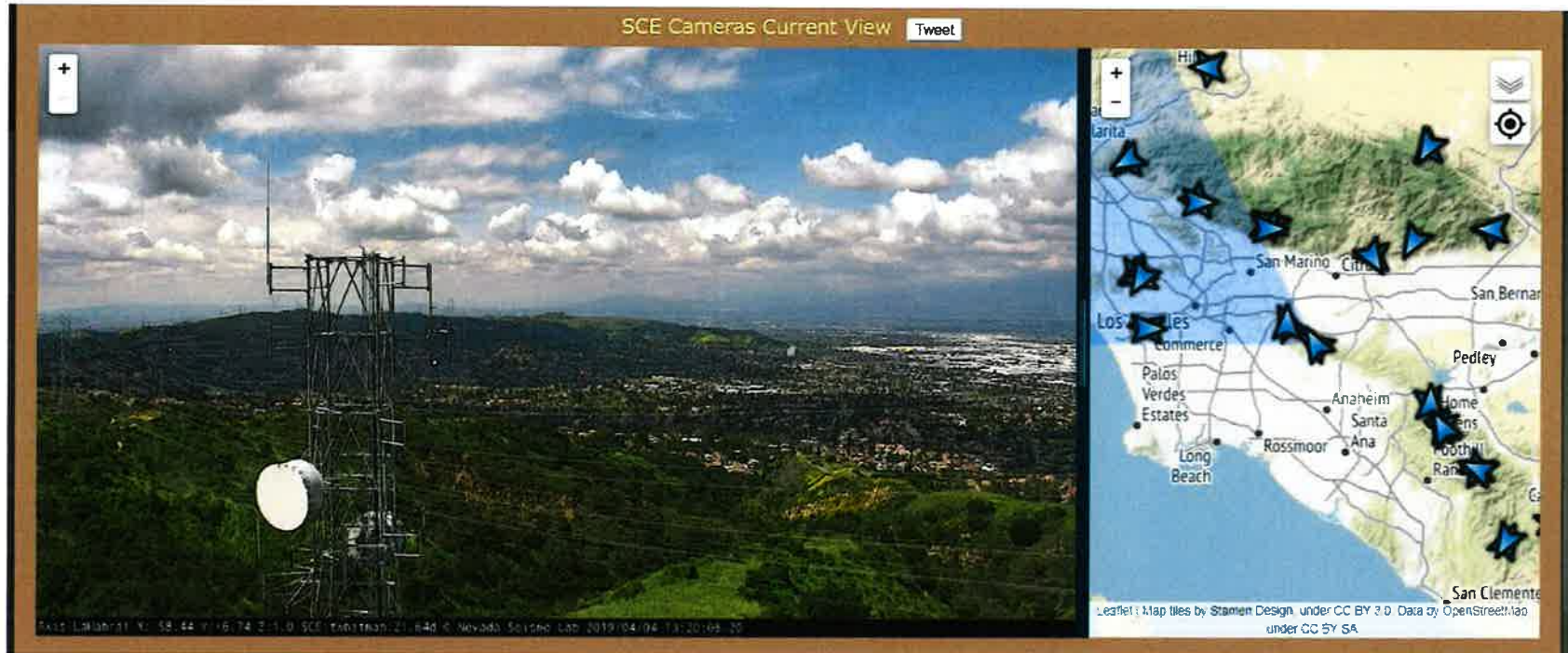


**Thank you**

# Wildfire HD Camera



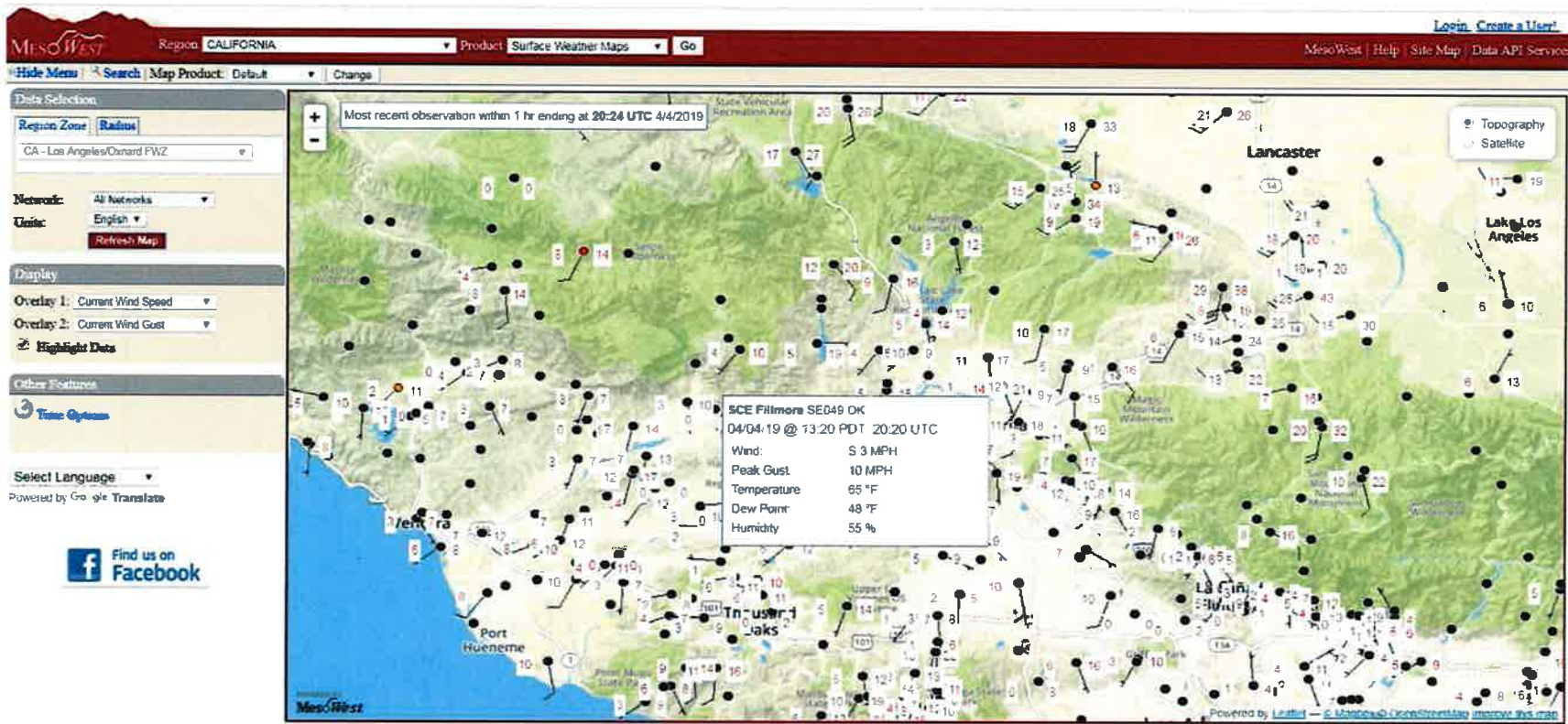
# Wildfire HD Camera



[www.alertwildfire.org](http://www.alertwildfire.org)



# Weather Stations



mesowest.utah.edu



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

For Clerk's Use Only:  
AGENDA NUMBER

13

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** July 9, 2019

**SUBJECT:** DRAFT Supplemental Environmental Impact Statement (DSEIS)<sup>1</sup> and DRAFT proposed amendment to the California Desert Conservation Area (CDCA) Plan, for opening approximately 22,805-acres of Bureau of Land Management (BLM) federal mineral estate for geothermal energy exploration and development in the Haiwee Geothermal Leasing Area (HGLA).

**DEPARTMENTAL RECOMMENDATION:** Review the DRAFT DSEIS and potentially, authorize the Chairperson to sign correspondence to the Bureau of Land Management.

**SUMMARY DISCUSSION:** The DEIS for the HGLA was submitted by the BLM for comments beginning in 2009 (Notice of Intent) through 2012 (DEIS). It evaluated five alternatives to address the potential environmental impacts of opening approximately 22,805-acres of BLM managed federal mineral estate for geothermal energy exploration and development and leasing and for three individual leasing proposals covering approximately 4,460-acres of federal mineral estate for geothermal energy testing and development.

The new version is a supplement to the DEIS and proposed amendment to the CDCA Plan. It has been prepared primarily to update both documents to be consistent with changes to landuse designations and resource management strategies based on the Desert Renewable Energy Conservation Plan (DRECP). The total area under review (22,805-acres) and proposed leases (4,460-acres) are exactly the same as what was previously evaluated.

There are three Alternatives in the DSEIS. The Preferred Alternative is similar to the one in the DEIS with the most significant change being that the original allowed for geothermal leasing, exploration and development throughout the HGLA with a requirement for 'No Surface Occupancy' (NSO) in sensitive areas. NSO means there is a leasing constraint that prohibits occupancy or disturbance on all or part of the lease area surface to protect special values or uses. Lessees may exploit the fluid mineral resources under the surface, through use of directional drilling from sites outside the NSO area. The new Preferred Alternative does not include the NSO requirement and areas in the HGLA with California Desert National Conservation Lands (CDNCL) and Areas of Critical Environmental Concern (ACEC) designations would be amended to allow for Surface Occupancy with stipulations to avoid resource conflicts on a project by project basis.

The HGLA (maps attached) as updated by the DRECP includes lands with Development Focus Areas (DFA), ACEC, CDNCL, and Special Recreation Management Area (SRMA) designations. The land use allocations identified in the CDCA Plan, as amended, govern the type and intensity of land-use activities allowed within them. Any land uses and management activities within these areas must meet the established regulations and guidelines set for them. Geothermal development is allowed within DFAs but may still

<sup>1</sup> Documents can be found at: <https://eplanning.blm.gov/epl-front-office/eplanning/planAndProjectSite.do?methodName=dispatchToPatternPage&currentPageId=99709>

require stipulations to avoid resource conflicts beyond what is identified in the CDCA Plan. ACECs/CDNCLs located within the HGLA have been established based on special resource values. Requirements for geothermal development will focus on the protection of the identified values if the decision to allow geothermal development in areas with these designations is made. This would include any areas that may allow for Surface Occupancy.

The three pending non-competitive geothermal leasing applications could also be approved as part of this action. If the lease applications are approved, geothermal exploration and potentially energy development would be assessed under a separate National Environmental Policy Act (NEPA) document and would also be required to be approved for a County Conditional Use Permit, which would also require an evaluation under CEQA.

The County sent comments regarding the Notice of Intent (NOI) to prepare the DEIS, in November 2009 and on the DEIS in July of 2012 (2012 comment letter attached). Most of staff's comments on the NOI were addressed in the DEIS, with the exception of coordination pursuant to the Federal Land Policy and Management Act (FLPMA) of 1976. The lack of attempt by the BLM to coordinate with the County was restated in the 2012 comments along with comments regarding:

- Inyo County Code 18.77 Regulation of Water Transfers, was not included;
- no reference to the Inyo County Agriculture Advisory Board with regard to invasive, non-native plant species;
- needed reference to County General Plan Policies related to Mineral and Energy Resources;
- mapping inadequacies;
- incomplete analysis of impacts to local roads;
- the use of out of date Census data;
- incomplete analysis of impacts to public services, based on the rural nature of the County; and,
- potential costs to the County for services that may not pay for themselves due to uncertainties in geothermal lease payments.

The County's 2012 comments have mostly been addressed in the DSEIS. Those that were not, include:

- the BLM has still not initiated coordination with the County;
- the supplemental DEIS still does not include a reference to a meeting with or mention of the Inyo Agriculture Advisory Board with regard to invasive, non-native plant species;
- the maps included in the documents are still insufficient in detail to spatially evaluate the proposals, especially with regard to private property;
- County roads that may be impacted by the geothermal leasing area are still not included or evaluated; and,
- There are no updates to how the costs of increases to county services may be paid for due to the uncertainties in geothermal lease payments.

Comments regarding the DSEIS are due by August 1, 2019. Staff has prepared a draft response for the Board's consideration (attached) that echoes the previous comments with a focus on the items that were not addressed in the SDEIS. These comments are primarily on potential socioeconomic, impacts to public services, land use, and planning issues.

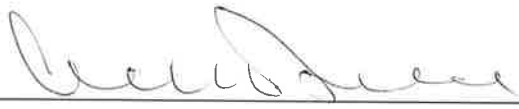
**OTHER AGENCY INVOLVEMENT:** Kern and San Bernardino counties, the Department of Defense, China Lake, and other affected agencies.

**ALTERNATIVES:** The Board may consider directing changes or adding to the correspondence or not submitting correspondence. Not submitting comments to the DSEIS is not recommended as this is the appropriate avenue for the Board to address the BLM's plans to open the Haiwee Geothermal Leasing area to exploration and possible development.

**FINANCING:** General funds are utilized to monitor federal planning efforts.

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

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

  
Date: 7/1/09

Attachments:

1. Map of HGLA
2. Past Correspondence
3. Draft comment letter regarding the DSEIS

FIGURE L-1 Regional Setting with Vicinity Projects

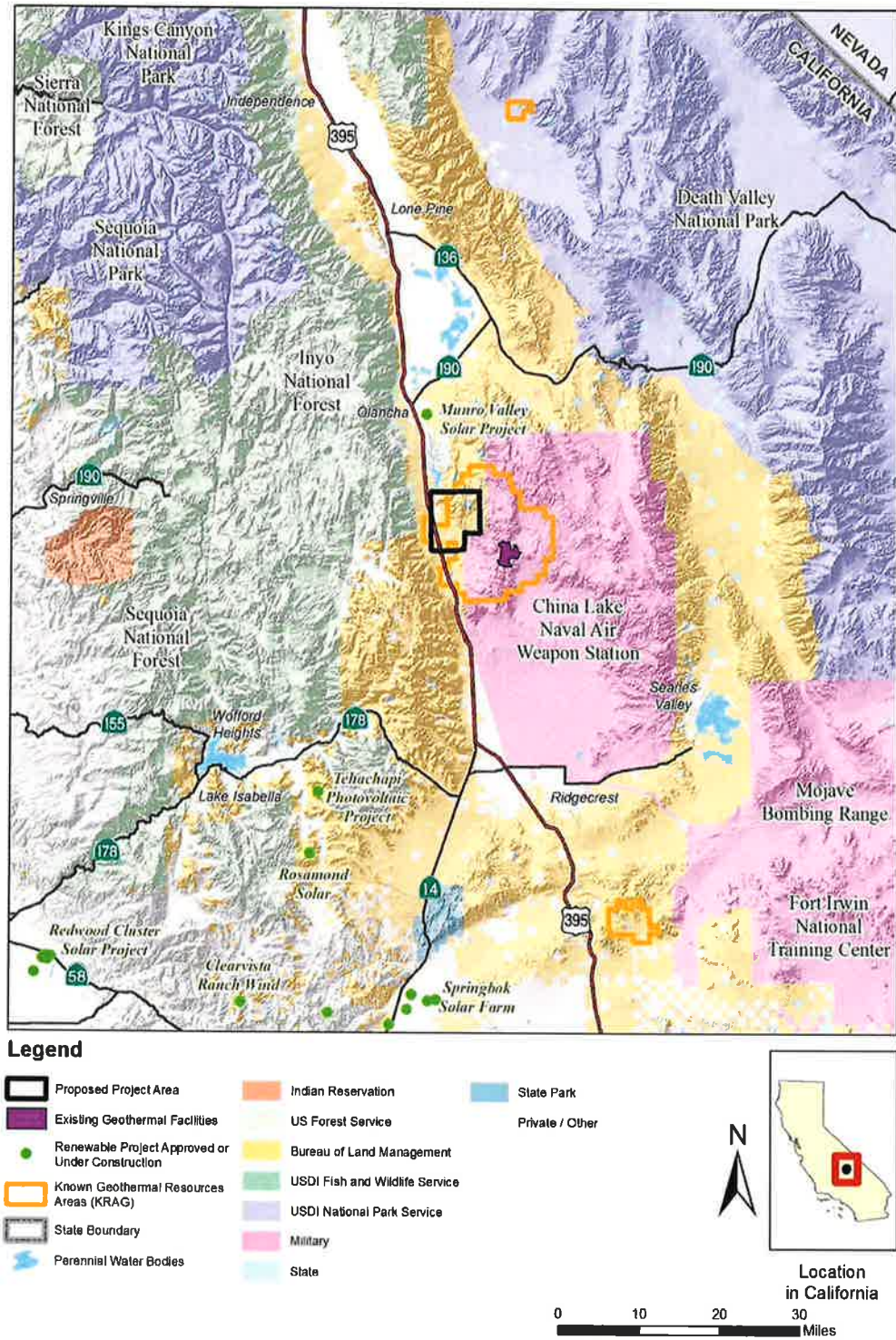
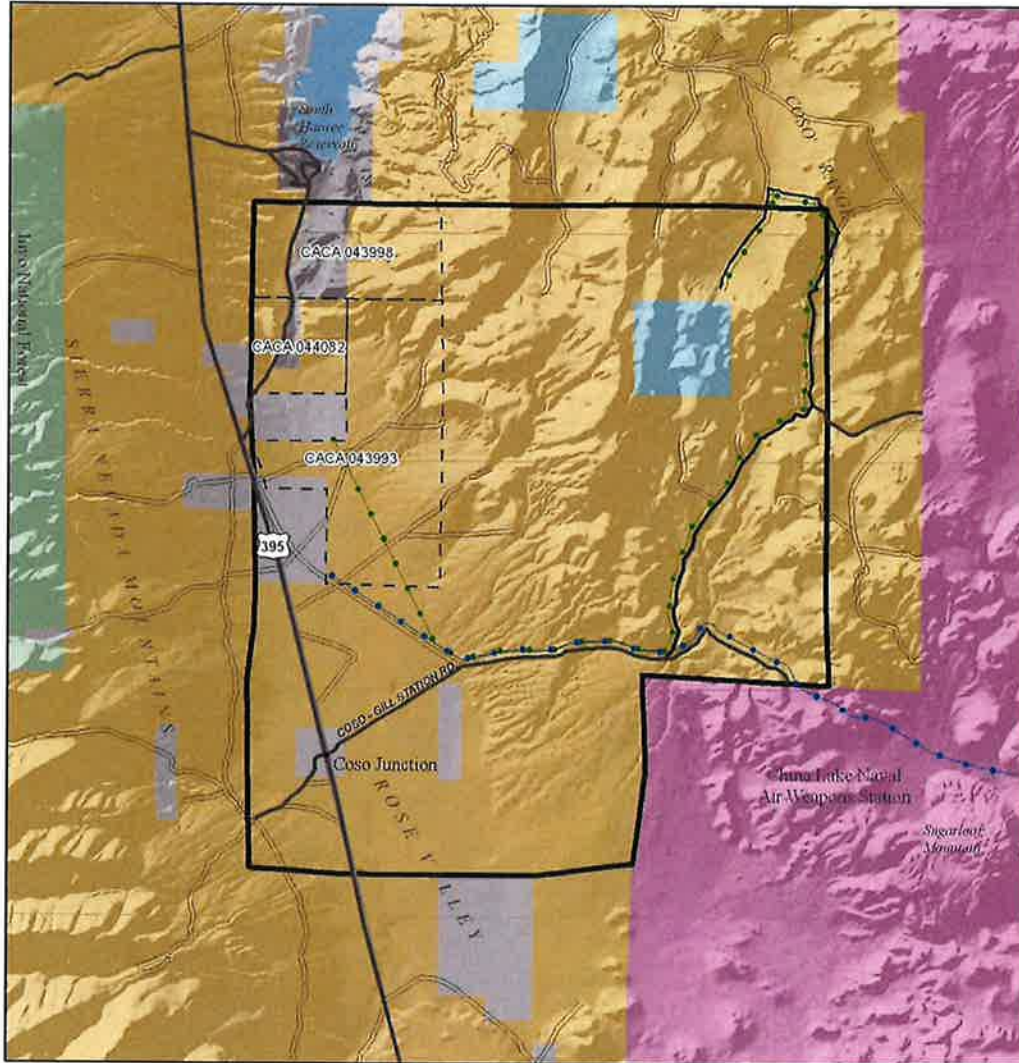


Figure L-2 Aerial View

**FIGURE L-3** Designated Routes and Pending Geothermal Lease Applications



**Legend**

- Public Routes
- Designated Routes
- Road ROW CACA046414
- Water Pipeline CACA046289
- Water Pipeline CACA047484
- ▭ Proposed Haiwee Geothermal Leasing Area: Closed to Geothermal Development
- - - Pending Geothermal Lease Applications
- Perennial Water Bodies

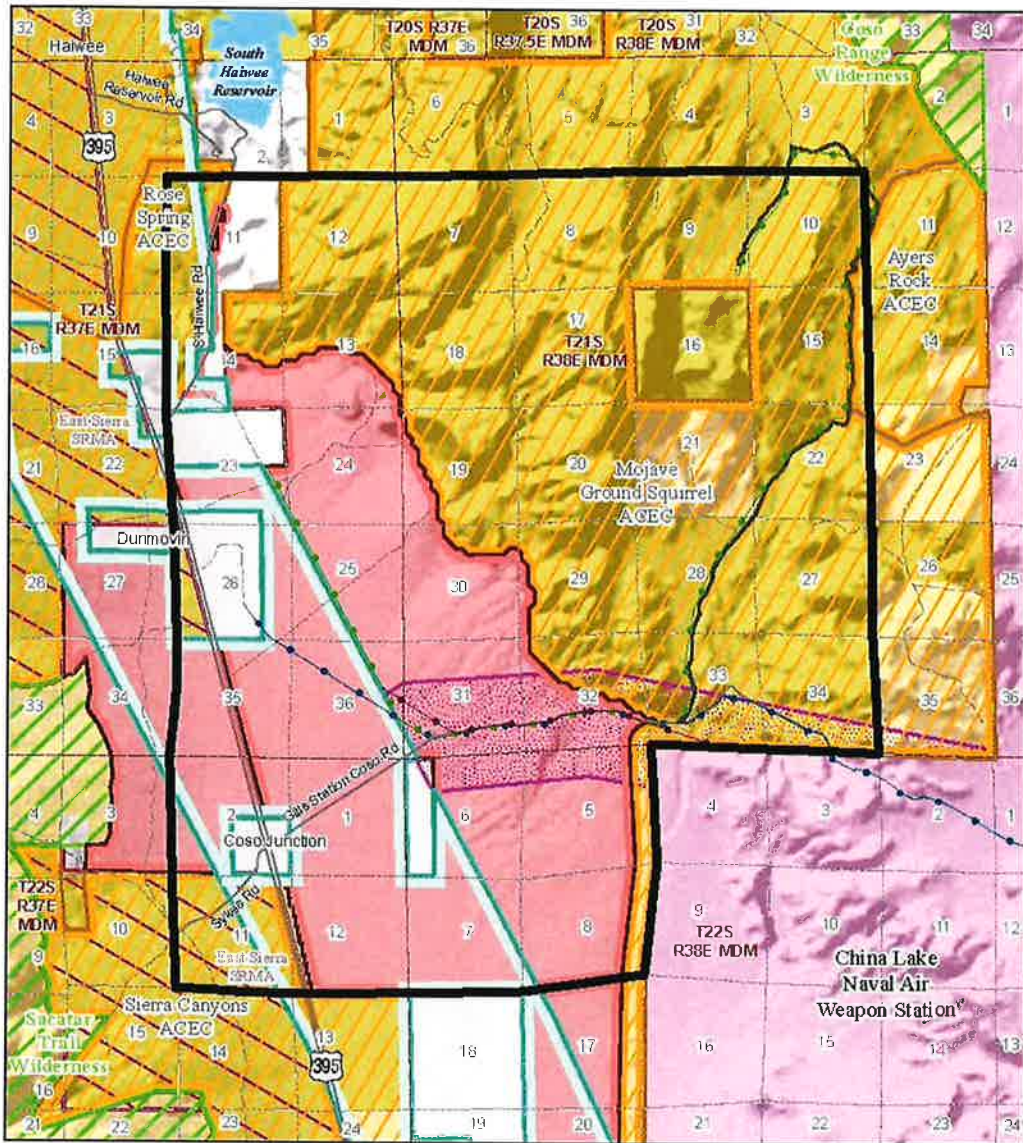
- Bureau of Land Management
- US Forest Service
- Military
- State
- County/State/Regional
- Private/Other



Location  
in California

0 1 2 3  
Miles

Figure L-4 Land Status



Legend





## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373 • FAX (760) 878-2241  
e-mail: pgunsolley@inyocounty.us

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KEVIN D. CARUNCHIO  
*Clerk of the Board*

PATRICIA GUNSOLLEY  
*Assistant Clerk of the Board*

July 10, 2012

Mr. Peter Godfrey, California Desert District  
Bureau of Land Management (BLM)  
22835 Calle San Juan de Los Lagos  
Moreno Valley, CA 92553

Mr. Godfrey,

With regard to the Haiwee Geothermal Leasing Area: Draft Environmental Impact Statement (DEIS), the Inyo County Board of Supervisors would like to thank the BLM for the opportunity to comment. Overall, the County supports the development of geothermal energy within our borders and has compiled the following comments for your use in this planning effort.

First and foremost, we are concerned about coordination pursuant to the Federal Land Policy and Management Act (FLPMA) of 1976. County staff provided comments on the Notice of Intent (NOI) for this DEIS in November, 2009. Our main concern at the time was that BLM open the coordination effort with Inyo County for this particular DEIS. To date, no one from the BLM has contacted the County and we hope that we will be hearing from someone at the BLM in the near future. After reviewing the DEIS, we have identified several items that we would like to review with BLM staff. We believe that jurisdiction to jurisdiction coordination is the perfect forum for County staff to help the BLM work through our concerns. Our comments include:

- In Section 1.5.13 (pg. 1-18) Inyo County Water Policy is addressed. In addition to this, Inyo County Code, Chapter 18.77: *Regulation of Water Transfers Undertaken Pursuant to Water Code Section 1810, Sales of Surface Water or Groundwater by the City of Los Angeles, and the Transfer or Transport of Water from Groundwater Basins Located in Whole or in Part Within*, needs to be included.
- In Section 3.6.1 (pg. 3-30) General Plan policies WR-1, WR-2 and WR-3 are described, in addition to these Inyo County Code, Chapter 18.77: *Regulation of Water Transfers Undertaken Pursuant to Water Code Section 1810, Sales of Surface Water or Groundwater by the City of Los Angeles, and the Transfer or Transport of Water from Groundwater Basins Located in Whole or in Part Within*, needs to be included.
- Section 3.7.1, (pg. 3-55) addresses Applicable Regulations and Plans, Policies/Management Goals. There is no mention of the Inyo County Agriculture Advisory Board. They should be consulted, especially with regard to 3.7.2.1 – Invasive, Non-Native Species, for related programs.
- Section 3.13, (pg. 3-106 – 3-110) this section should include language addressing the County's General Plan chapter 8.4, Policies on Mineral and Energy Resources.

Mr. Peter Godfrey, California Desert District  
Bureau of Land Management (BLM)



- It is unclear which parcels are privately owned from Figure 3.16-1 (pg. 3-118). It would be helpful if this illustration is made clearer and an additional illustration of the General Plan designations for each of the privately owned parcels is added. Although the actual exploration and development of geothermal resources in the area may not be conducted on the privately owned parcels, they can still be affected by these activities.
- Section 3.18.2 (pg. 3-123) states that due to the rural setting and a lack of a diverse system of roads . . . the scope of the analysis limited to US 395 and SR 190, we disagree with the lack of analysis of local roads. Please include an analysis of County roads that may be impacted, especially Coso-Gill Station road that is mentioned in 3.18.2. This analysis needs to include any road improvements that may be necessary due to exploration and development of geothermal resources in the area.
- In Section 3.19.3.1 (pg. 3 – 130) you can get updated population totals for the County and the CDPs from the 2010 Census. American Community Survey data is also now available for Inyo County and the CDP's. And, specifically, on pg.3-132 the reference to Inyo County's population not growing in the past decade is incorrect if you look at the actual 2000 and 2010 Censuses. Inyo County's population was 17,945 in 2000 and 18,546 in 2010 indicating the population grew 3.3% over the last decade.
- We appreciate your thorough analysis of Socio-Economics and Impacts to Public Services. However, in Chapter 4, Environmental Consequences: Impacts to Public Services, on page 4-157 it states that given the very low population impacts described for the HGLA, correspondingly low impacts on public services can be expected. We would like to point out that with a very low population, impacts, even at a low level, will be felt more greatly than if they are experienced in a densely populated area. More specifically, since Inyo County does have a low population, its public service supplies are not well equipped for increases, however small they may seem. We would like to see this issue better addressed.
- In Chapter 4, Environmental Consequences: Impacts to Public Revenues, page 4-158, in light of the uncertainties that have been discussed with regard to geothermal lease payments, which leads to the questionable ability of geothermal energy projects paying for themselves, how will the additional costs to Inyo County for services, including but not limited to police, fire, water and sanitary services, be mitigated?

Again, the Inyo County Board of Supervisors would like to thank you for the opportunity to comment. We look forward to a full coordination effort with you, and please keep us up-to-date as this planning effort moves forward. If you have additional questions please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or by email at [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us)

Sincerely,



Supervisor Marty Fortney, Chairperson  
Inyo County Board of Supervisors

CC: Board of Supervisors, Inyo County  
Kevin Carunchio, County CAO  
Randy Keller, County Counsel  
Joshua Hart, Inyo County Planning Director  
Bob Abbey, BLM  
Jim Kenna, BLM  
Captain Lazar, China Lake Naval Weapons Center  
Regional Council  
California State Association of Counties



# BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
email: dellis@inyocounty.us



July 9, 2019

Bureau of Land Management, California Desert District  
Attn: Greg Miller, Assistant District Manager – Resources  
22835 Calle San Juan de Los Lagos  
Moreno Valley, CA 92553

Mr. Miller,

The Inyo County Board of Supervisors would like to thank the BLM for the opportunity to comment on the Haiwee Geothermal Leasing Area: Draft Supplemental Environmental Impact Statement (DSEIS). Overall, the County supports the development of geothermal energy within our borders and has compiled the following comments for your use in this planning effort. We would also like to thank the BLM for the inclusion of many of our comments on the DEIS in the DSEIS.

After reviewing the DSEIS, we have identified several items that we previously commented on that were not addressed in the SDEIS, these include:

- First and foremost, we are concerned about coordination pursuant to the Federal Land Policy and Management Act (FLPMA) of 1976. The County has consistently provided comments about the lack of coordination efforts with Inyo County for the entire span and iterations of this project and we are still hopeful that we will hear from someone at the BLM to coordinate on this Supplement to the DEIS.
- Section 3.7.1, (pg. 3-55) addresses Applicable Regulations and Plans, Policies/Management Goals. There is no mention of the Inyo County Agriculture Advisory Board. They should be consulted, especially with regard to 3.7.2.1 – Invasive, Non-Native Species, for related programs.
- Section 3.18.2 still does not provide an adequate analysis of County maintained roads that may be impacted by the HGLA. We would still like to see an analysis of County roads that may be impacted, especially Coso-Gill Station road. This analysis needs to include any impacts that will result in necessary road improvements due to increased use for exploration and development of geothermal resources in the area.
- We appreciate your thorough analysis of Socio-Economics and Impacts to Public Services. However, in Chapter 4, Environmental Consequences 4.19.1.3: Impacts to Public Services, still states that given the very low population impacts described for the HGLA, correspondingly low impacts on public services can be expected. We would like to point out that with a very low population, impacts, even at a low level, will be felt more greatly than if

they are experienced in a densely populated area. More specifically, since Inyo County does have a low population, its public service supplies are not well equipped for increases, however small they may seem. We would still like to see this issue better addressed.

- In Chapter 4, Environmental Consequences: Impacts to Public Revenues, 4.19.1.4, in light of the uncertainties that have been discussed with regard to geothermal lease payments, which leads to the questionable ability of geothermal energy projects paying for themselves, we would still like to know how the additional costs to Inyo County for services, including but not limited to road improvements, police, fire, water and sanitary services, be mitigated?

Again, the Inyo County Board of Supervisors would like to thank you for the opportunity to comment. We look forward to a full coordination effort with you, and please keep us up-to-date as this planning effort moves forward. If you have additional questions please contact the County's Administrative Officer, Clint Quilter, at (760) 878-0292 or by email at [cquilter@inyocounty.us](mailto:cquilter@inyocounty.us)

Sincerely,

Rick Pucci, Chairperson  
Inyo County Board of Supervisors



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
14

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

**FROM: Water Department**

**FOR THE BOARD MEETING OF: July 9, 2019**

**SUBJECT: Owens Valley Groundwater Authority Meeting – July 11, 2019**

**DEPARTMENTAL RECOMMENDATION:**

Request Board provide directions to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for July 11, 2019 in Bishop, CA.

**SUMMARY DISCUSSION:**

In 2014, the State of California signed into law the Sustainable Groundwater Management Act (SGMA). On August 1, 2017 eleven agencies within the basin entered into a joint powers agreement to form the Owens Valley Groundwater Authority (OVGA) for the purpose of creating a groundwater sustainability plan (GSP) for the Owens Valley groundwater basin. The OVGA will hold its next regular meeting on July 11, 2019.

The primary issues for discussion and possible action by the OVGA Board at the July 11 meeting are the implications of the Department of Water Resources ("DWR") draft report for 2019 SGMA Basin Prioritization Process and Results ("2019 Basin Reprioritization"). In that report, the DWR recommended the Owens Valley groundwater basin be designated a Low priority basin. The basin is presently designated as Medium priority, and non-adjudicated lands in the basin are subject to SGMA. The potential implications of the DWR decision for the OVGA and how the Authority will proceed are substantial. A Low priority basin is not required to be managed by a groundwater authority according to a GSP nor is it subject to intervention by the State Water Resources Control Board. DWR anticipates finalizing the report in late June or early July.

It is unknown if the basin designation will be finalized before the July 11 OVGA meeting. OVGA staff are proceeding on the assumption the DWR final report will be available; however, **the uncertainty prevents including an OVGA meeting agenda at the time this Agenda Request was prepared.** The final agenda and complete packet of the materials for the OVGA meeting will be available before the July 9, 2019 Inyo Board of Supervisors meeting.

If the basin designation remains Low priority, the OVGA may take action at the July 11 meeting to determine the future course of the Authority. The implications of remaining a Low priority basin on issues relevant to the OVGA and Inyo County were the subject of a workshop conducted by the Inyo Board at its June 11, 2019 meeting. Options discussed in the workshop included disbanding the OVGA, remaining as a Groundwater Authority but discontinue preparation of the GSP until needed, or determine that the OVGA should continue and prepare a GSP to manage groundwater resources as an important public service for residents and environment of the Owens Valley. The full range of options that could be considered and an OVGA staff recommendation have not been prepared yet pending the final DWR report. DWR staff are anticipating attending the July 11 meeting to address questions on the prioritization process and implications for the OVGA.

Should the basin designation remain Medium priority, the requirements to comply with SGMA remain unchanged and no action would be required by the OVGA. In that event, it is likely that the OVGA would take up several standing items on the OVGA agenda including: a financial report, activities of the Indian Wells Valley Groundwater Authority, and staff and Board member reports. Consideration of additional OVGA Board seats for Associates and Interested Parties

was postponed by the OVGA at their June 13 meeting given the uncertainty in the Basin designation. The issue will be placed on the agenda for the July 11 meeting, and the OVGA may also discuss improving procedures to invoice the annual member contributions. These issues could be postponed by the OVGA Board if the basin designation remains uncertain or the items would not be considered should the OVGA choose to disband as a result of the Low priority status.

**OTHER AGENCY INVOLVEMENT:**

City of Bishop, Mono County, Tri-Valley GWMD, Indian Creek-Westridge CSD, Wheeler Crest CSD, Big Pine CSD, Sierra Highlands CSD, Keeler CSD

**FINANCING:**

N/A

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

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



Date: 7-2-19

## Owens Valley Groundwater Authority

**Whiskey Creek Banquet Room  
524 N. Main St.  
Bishop, CA  
July 11, 2019 2:00 PM**

### Board of Directors Meeting Agenda

*All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors takes action on it. Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Directors or the Owens Valley Groundwater Authority.*

*Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (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 alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).*

**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.)

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the June 13, 2019 OVGA Board meeting.
5. Board Member Reports.
6. OVGA staff reports
  - a. Financial Report.
  - b. Report on Indian Wells Valley Groundwater Authority activities.
  - c. Proposition 68 grant funding
7. Status of Keeler CSD participation in the OVGA
8. OVGA Fiscal Audit Services for 2018-19.
9. Discussion and possible direction to staff concerning the implications of DWR reprioritization of the Owens Valley Groundwater Basin.
10. Stakeholder Engagement Plan Development Subcommittee
11. Discussion and possible determination of Board Seats for Associate and Interested Parties.
12. Discussion regarding future agenda items.
13. Set next meeting.
14. Adjourn.



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  15
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM: Nathan D. Reade, Agricultural Commissioner**

**FOR THE BOARD MEETING OF: July 9, 2019**

**SUBJECT: Consideration of Correspondence to the Lahontan Regional Water Quality Control Board**

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve a comment letter to the Lahontan Regional Water Quality Control Board (LRWQCB) with regard to the LRWQCB's Proposed Revisions to the Clean Water Act Section 303(d)/305(b) Surface Water Quality Assessment Report (Integrated Report).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The LRWQCB is currently soliciting comments on their Integrated Report that is scheduled to be presented at the September 18 or 19, 2019 LRWQCB meeting. The LRWQCB will also consider passing a resolution accepting the recommendations in the Integrated Report at this same meeting. The deadline for submission of comments is July 15, 2019. The Integrated Report recommendations include the listing of nine water bodies in Inyo County as 303(d) impaired water bodies pursuant to the federal Clean Water Act. These are outlined in Attachment A of this item.

County staff has assembled the attached comment letter (Attachment B) to the LRWQCB that covers various concerns with the proposed changes outlined in the Integrated Report. We request your board provide direction to staff on whether to submit comments on the Integrated Plan, as well as on the content of the comment letter.

**ALTERNATIVES:**

Not provide comments on the Integrated Plan at this time, but this is not advisable as the deadline to do so is July 15 2019.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

This item does not require any resources other than staff time.

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

Date: 7-3-19

"Attachment A"

**Appendix A – PROPOSED CHANGES TO THE 303(d) LIST**

<b>Proposed Additions to the 303(d) List</b>		
<b>Water Body</b>	<b>County</b>	<b>Analyte</b>
Bishop Creek, B-1 Drain	Inyo	Indicator Bacteria
Bishop Creek Canal	Inyo	Indicator Bacteria
Bishop Creek Forks (North and South Forks below bifurcation)	Inyo	Indicator Bacteria
Bridgeport Reservoir	Mono	Indicator Bacteria, Mercury
Carson River, East Fork	Alpine	Indicator Bacteria, Dissolved Oxygen, Turbidity
Carson River, West Fork (Headwaters to Hope Valley)	Alpine	Total Kjeldahl Nitrogen <sup>1</sup>
Carson River, West Fork (Hope Valley to Woodfords)	Alpine	Phosphorus <sup>1</sup> , Total Kjeldahl Nitrogen <sup>1</sup>
Carson River, West Fork (Woodfords to Stateline)	Alpine	Iron, Nitrogen <sup>1</sup> , Nitrate <sup>1</sup> , Sulfates <sup>2</sup> , Total Dissolved Solids <sup>2</sup> , Total Kjeldahl Nitrogen <sup>2</sup> , Turbidity <sup>2</sup>
Cedar Creek	Modoc	Chloride, Indicator Bacteria, Total Dissolved Solids
Convict Creek	Mono	Indicator Bacteria
Crab Creek	San Bernardino	Dissolved Oxygen
Crowley Lake	Mono	Mercury
Deep Creek (below Lake)	San Bernardino	Chloride, Dissolved Oxygen, Phosphate, Sodium, Sulfates, Total Dissolved Solids
East Tributary Griff Creek	Placer	Indicator Bacteria
East Walker River below Bridgeport Reservoir	Mono	Arsenic, Nitrogen, Dissolved Oxygen, Phosphorus
Gregory, Lake	San Bernardino	Chlordane
Griff Creek	Placer	Indicator Bacteria
Heavenly Creek (source to USFS boundary)	El Dorado	Benthic Community Effects
Hilton Creek	San Bernardino	Total Dissolved Solids
Holcomb Creek	San Bernardino	Fluoride, Sulfates

<sup>1</sup> Indicates new 303(d) listings that are due to re-segmentation of the waterbody with no new data for 2018.

<sup>2</sup> Indicates new 303(d) listings that are due to both re-segmentation of the waterbody and assessment of new data for 2018.



<b>Proposed Additions to the 303(d) List</b>		
<b>Water Body</b>	<b>County</b>	<b>Analyte</b>
Horseshoe Meadow Creek	Inyo	Indicator Bacteria
Horton Creek	Mono	Indicator Bacteria
Hot Creek (Mono County)	Mono County	Boron, Chloride, Indicator Bacteria, Mercury
Hot Creek (Walker)	Mono County	Indicator Bacteria
Hot Creek, unknown tributary	Mono County	Indicator Bacteria
Hot Springs Creek	Alpine	Total Dissolved Solids
Jensen Slu	Lassen	Indicator Bacteria
LA Aqueduct Diversion	Inyo	Turbidity
Little Truckee River	Sierra and Nevada	Indicator Bacteria
Little Walker River	Mono	Indicator Bacteria
Lone Pine Creek (Inyo County)	Inyo	Indicator Bacteria
Long Valley Creek	Sierra and Lassen	Indicator Bacteria
Mammoth Creek (Old Mammoth Rd. to Hwy 395)	Mono	Indicator Bacteria, Dissolved Oxygen, Phosphate
Mammoth Creek (Twin Lakes outlet to Old Mammoth Rd)	Mono	Total Dissolved Solids
Markleeville Creek	Alpine	Indicator Bacteria, Total Dissolved Solids
Martis Creek	Nevada	Phosphorus
McGee Creek	Mono	Phosphate
Mid-branch Buckeye Creek	Mono	Indicator Bacteria
Milberry Creek	Alpine	Indicator Bacteria
Mill Creek (tributary to W. Walker River)	Mono	Indicator Bacteria
Mojave River (Mojave Forks Reservoir to Upper Narrows)	San Bernardino	Sodium, Sulfates
Mojave River (Upper Narrows to Lower Narrows)	San Bernardino	Manganese, Dissolved Oxygen, Sodium
Owens River (Long HA)	Mono	Indicator Bacteria
Owens River (Upper)	Mono and Inyo	Indicator Bacteria, Sodium
Palmdale Lake	Los Angeles	Dieldrin

<b>Proposed Additions to the 303(d) List</b>		
<b>Water Body</b>	<b>County</b>	<b>Analyte</b>
<b>Pine Creek (Inyo County)</b>	Inyo	Indicator Bacteria
<b>Red Lake Creek</b>	Alpine	Total Dissolved Solids
<b>Reversed Creek</b>	Mono	Indicator Bacteria
<b>Robinson Creek (Barney Lake to Twin Lakes)</b>	Mono	Nitrogen
<b>Round Valley Creek</b>	Inyo	Indicator Bacteria
<b>Sardine Creek</b>	Mono	Indicator Bacteria
<b>Sheep Creek</b>	San Bernardino	Dissolved Oxygen
<b>Spainhower Anchor Ranch Ditch</b>	Inyo	Turbidity
<b>Susan River, Headwaters to Willard Creek</b>	Lassen	Chloride, Phosphorus
<b>Susan River, Willard Creek to Susanville</b>	Lassen	Indicator Bacteria, Nitrogen
<b>Susan River, Susanville to Honey Lake</b>	Lassen	Boron, Indicator Bacteria, Nitrogen, Sodium, Sulfates, Total Dissolved Solids, Turbidity
<b>Topaz Lake</b>	Mono	Indicator Bacteria
<b>Tributary to Mill Creek</b>	Mono	Total Dissolved Solids
<b>Trout Creek (above Hwy 50)</b>	El Dorado	Turbidity
<b>Truckee River</b>	Placer, Nevada, and Sierra	Nitrate
<b>Truckee River, Upper (below Christmas Valley)</b>	El Dorado	Indicator Bacteria
<b>Virginia Creek</b>	Mono	Indicator Bacteria
<b>Ward Creek</b>	Placer	Turbidity
<b>West Fork Mojave River below Silverwood</b>	San Bernardino	Chloride, Sodium, Sulfates, Total Dissolved Solids
<b>West Walker River</b>	Mono	Phosphorus, Total Dissolved Solids, Turbidity
<b>Wolf Creek (Alpine County)</b>	Alpine	Indicator Bacteria

<b>Proposed Removals from the 303(d) List</b>		
<b>Water Body</b>	<b>County</b>	<b>Analyte</b>
<b>Carson River, West Fork (Headwaters to Hope Valley)</b>	Alpine	Chloride <sup>3</sup> , Nitrogen <sup>3</sup> , Total Dissolved Solids <sup>3</sup> , Turbidity <sup>3</sup>
<b>Carson River, West Fork (Hope Valley to Woodfords)</b>	Alpine	Indicator Bacteria <sup>4</sup>
<b>Susan River, Headwaters to Willard Creek</b>	Lassen	Mercury <sup>3</sup> , Toxicity <sup>3</sup>
<b>Susan River, Willard Creek to Susanville</b>	Lassen	Mercury <sup>3</sup>
<b>Susan River, Susanville to Honey Lake</b>	Lassen	Mercury <sup>3</sup>
<b>Trout Creek (above Hwy 50)</b>	El Dorado	Indicator Bacteria <sup>4</sup>

<sup>3</sup> Indicates where removal from 303(d) list is due to re-segmentation of the waterbody.

<sup>4</sup> Indicates where removal from 303(d) list is due to assessment of new data for 2018.



EL CAMINO SIERRA

BOARD OF SUPERVISORS  
COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD  
DAN TOTTEROH  
JEFF GRIFFITHS  
RICK PUCCI  
MARK TILLEMANS  
MATT KINGSLEY

CLINT G. QUILTER  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

July 9, 2019

Lahontan Regional Water Quality Control Board  
Attn: Jennifer Watts and Ed Hancock  
2501 Lake Tahoe Blvd.  
South Lake Tahoe CA 96150

Ms. Watts and Mr. Hancock,

Inyo County appreciates the opportunity to comment on the 2018 Integrated Report. The Inyo County Board of Supervisors understands and appreciates the importance of maintaining our local water resources for multiple benefits. It is our sincere hope that any plan proposed by Lahontan can both improve the quality of our water as well as balance the multiple benefits that water provides to Inyo County residents.

The Inyo County/Los Angeles Long Term Water Agreement (LTWA) provides certain stipulations governing how water is managed in the Owens Valley. The agreement's overall management goal includes "to avoid certain described decreases and changes in vegetation." The LTWA later calls out prevention of "type-E" vegetation loss specifically. "Type-E" vegetation is defined as "areas where water is provided to city-owned lands for alfalfa production, pasture, recreation uses, wildlife habitats, livestock, and enhancement/mitigation projects."

In many places, irrigation is imperative to maintaining the above described vegetation goals. The LTWA also requires the continuation of sustainable uses, including livestock grazing and agriculture. Irrigation is also needed to meet these goals. Because of this, it is imperative that any plan proposed by Lahontan carefully consider these uses and how they can continue as required by the LTWA.

Additionally, Inyo County would like to note that the notice of public hearing and opportunity to comment for this project was sent out via an email list that only contains emails for those that have subscribed. There seems to have not been any Inyo County contact on that subscription list. Inyo County now has staff subscribed to the list, but it seems that when a project such as those contained in "Appendix A" of the Integrated Report are proposed that may present potential significant impacts to our county, Lahontan should notify county officials. Inyo County was not notified of the comment period and because of this staff has not had adequate time to thoroughly analyze the document and generate adequate comments. For this reason, Inyo County requests that the comment period for the Integrated Plan be extended so that our staff can provide comprehensive comments to Lahontan. An extension of 45 days would be sufficient.

Again, thank you for the opportunity to comment on this very important topic.

Sincerely,

Rick Pucci, Chairman  
Board of Supervisors, Inyo County



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

For Clerk's Use Only: AGENDA NUMBER  16
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- Consent Hearing     Departmental     Correspondence Action     Public  
 Scheduled Time for     Closed Session     Informational

**FROM:** HEALTH & HUMAN SERVICES – Aging and Social Services

**FOR THE BOARD MEETING OF:** July 9, 2019

**SUBJECT:** Ratify and approve the contract with Life Remedies and Celebrations for the provisions of In-Home Supportive Services, Employer of Record services.

**DEPARTMENTAL RECOMMENDATION:**

Request Board to:

- 1) Ratify and approve the Contract between the County of Inyo and Life Remedies and Celebrations, for the provision of In-Home Supportive Services (IHSS), Employer of Record services, in an amount not to exceed \$400,000, for the period of July 1, 2019 through June 30, 2020 with the option to extend a second and third year, contingent upon the adoption of future budgets; and
- 2) Authorize the Chairperson to sign the contract.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The IHSS program is required by California law to have an "Employer of Record" for bargaining purposes for IHSS providers of in-home services to clients. Providers are hired by the clients; County Social Workers assess eligibility for services and authorize the number of hours a client may hire a provider to work based on the client's individually assessed need. Maintaining a registry of potential providers, ensuring background clearances, and managing training and bargaining issues are services provided by our contractor, Life Remedies and Celebrations (LRC). Originally, LRC was chosen as the successful and only respondent to a Request for Proposals to provide these services and subsequent amendments to the initial contract were authorized, as there had been ongoing discussion and movement towards the State taking over the Employer of Record duties and responsibilities. The State reversed its decision, resulting in the Employer of Record responsibilities remaining with the counties. Counties remain responsible for ensuring an Employer of Record is provided through either a Public Authority or a contract with a not for profit consortium, which is the model used by Inyo County.

LRC, as the contracted Employer of Record has maintained a presence in Inyo County and has demonstrated the type of experience needed to provide the level of service needed on behalf of Inyo County. LRC is uniquely positioned to act in the capacity of the Employer of Record for Inyo County, as they maintain historical and current knowledge of the program, the providers, and the Service Employees International Union (SEIU); they have established services, office, and staffing in Inyo County; and have acted as the Employer of Record since 2009. Inyo County is one of only 6 counties that use the nonprofit consortium model and LRC maintains the knowledge and experience needed to act in the capacity of the Employer of Record within the context of this model.

The Department is respectfully requesting your Board approve the contract in order to allow LRC to continue as the Employer of Record and act as the bargaining agent on behalf of the County.

**ALTERNATIVES:**



Board could refuse approval of the sole source provider and the contract and have the Department issue an RFP. This could result in either the inability of the Department to meet the state mandate or result in a disruption of negotiations.

**OTHER AGENCY INVOLVEMENT:**

State of California, United Domestic Workers

**FINANCING:**

Social Services Realignment funds. This contract would be budgeted in Social Services (055800) in Support and Care (5501). No County General Funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>6/26/19</u>
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>6/27/2019</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 7/31/19

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Life Remedies and Celebrations**  
**FOR THE PROVISION OF IHSS Employer of Record SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the IHSS Employer of Record services of Life Remedies and Celebrations of Corning, 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 Marilyn Mann, whose title is: HHS Director. 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. INITIAL TERM AND OPTIONS.**

The initial term of this Agreement shall be from July 1, 2019 to June 30, 2022 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2022 through June 30, 2023
- b. From July 1, 2023 through June 30, 2024

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

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

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at 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 \$ 240,000.00 (initial term); \$ 80,000.00 (option 1); \$ 80,000.00 (option 2); for a total of \$ 400,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

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

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



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

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

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

## **7. COUNTY PROPERTY.**

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

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

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

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

## **9. INSURANCE.**

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

## **10. STATUS OF CONTRACTOR.**

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

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

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

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

#### **11. DEFENSE AND INDEMNIFICATION.**

Contractor shall 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	
Health and Human Services	Department
<u>163 May St.</u>	Street
<u>Bishop, CA 93514</u>	City and State

Contractor:	
Life Remedies and Celebrations	Name
<u>P.O. Box 125</u>	Street
<u>Corning, CA 96021</u>	City and State

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND Life Remedies and Celebrations**  
**FOR THE PROVISION OF IHSS Employer of Record SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

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

\_\_\_\_\_  
Print or Type Name

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

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND Life Remedies and Celebrations**  
**FOR THE PROVISION OF IHSS Employer of Record SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

By: Rochelle Anne Nada  
Signature

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

Rochelle Anne Nada  
Print or Type Name

Dated: 6-28-2019

**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** Life Remedies and Celebrations

**FOR THE PROVISION OF** IHSS Employer of Record **SERVICES**

**TERM:**

**FROM:** July 1, 2019 **TO:** June 30, 2022

**SCOPE OF WORK:**

Contractor will act as the non-profit consortium employer of record for Inyo County In-Home supportive Services (IHSS) providers for the purposes of collective bargaining over wages, hours, and other terms and conditions of employment and other related activities, including, but not limited to:

- Assistance to recipients in finding IHSS providers through establishment and maintenance of a registry.
- Investigations of the qualifications and backgrounds of potential providers.
- A referral system under which IHSS shall be referred to recipients.
- Training for providers and recipients.
- Ensure that the requirements of all relevant laws and regulations are met.

More specifically, the Contractor will provide the following:

**Labor Negotiations:**

1. Provision of all IHSS labor relations activities on behalf of Inyo County including but not limited to acting as spokesperson on behalf of and under the direction of the Inyo County Board of Supervisors, or their designee, in IHSS provider wage and benefit of negotiations; analyses of Union proposals; preparation of counter proposals and provision of negotiations of final proposals; report regularly to the Health and Human Services (HHS) Director and to the County Administrative Officer (CAO) and/or their designees on the status of negotiations.
2. Analysis, interpretation and explanation of provisions of labor agreements, labor law and governing entity policies and procedures regarding labor relations.
3. Provision of advice and consultation on all matters relating to IHSS labor negotiations.
4. Obtaining and analyzing salary and other compensation information from comparable agencies.
5. Calculation of anticipated cost impact to the county to implement any recommended changes in salary and benefits, as well as impact of non-economic changes in terms and conditions of employment.
6. Presentation of a recommended IHSS labor contract to the Inyo County Board of Supervisors.
7. Preparation and presentation of the case in any administrative hearings in matters such as grievances, complaints and disciplinary actions.
8. As directed by the CAO or HHS Director, Contractor will perform research relating to labor relations and human resource matters.
9. Contractor shall review and analyze proposed legislation, relevant to IHSS, to determine the effect on county operations, finances and labor relations/human resources.

**Administrative Rate**

Contractor shall develop an administrative rate for approval by the Inyo Board of Supervisors, and shall facilitate State approval of any rate changes by attending and negotiating at administrative rate meetings in Sacramento, California.

**Registry**

Contractor shall receive and maintain the existing registry in collaboration with the HHS Department. Contractor may contract with a local nonprofit corporation or other entity to provide the registry services. Contractor shall:

1. Maintain an automated registry.
2. Prepare any agreements with partners.
3. Prepare a cost analysis and budget for any subcontractor maintaining the registry.

Please see attached Attachment A-1 Scope of Work Continued:

## **Attachment A-1 Scope of Work Continued**

### **Training**

Contractor will provide both consumer and provider training. Contractor will work collaboratively with the HHS Department in developing curriculum that will address quality of services to consumer and assistance to the consumer in supervising the provider.

### **Coordination with the County of Inyo**

1. Contractor will regularly and on an on-going basis solicit input from the HHS Director, appropriate HHS managers, supervisors, staff and consumers regarding provider training and the registry.
2. Contractor will remain in regular contact with the CAO and/or his designee with regard to labor negotiations and County policies with respect to wages and benefits. Contractor will not act independently in authorizing wages, benefits, or policy. All decisions on wages, benefits, or policy will be authorized by the CAO before being presented by the Contractor.
3. Contractor will regularly brief the CAO and/or his designee on labor negotiations, rationale behind wages, benefits or policy strategy negotiations, and any proposed policy changes.

### **Reports**

Contractor will provide and maintain a continuing database of the IHSS services provided pursuant to law and regulation. Contractor will submit quarterly and/or annual reports, which will include, but not limited to:

1. Total clients served.
2. Number of providers per client.
3. Provider hours.
4. Number of providers on registry.
5. Cost of services per client.
6. Wages and benefits paid to provider.
7. Total cost of the County for services.
8. Number of providers trained
9. Complaint log, and problem resolution actions.
10. Annual nonprofit itemized budget
11. A list of quarterly expenditures itemized to budget line item (with year to date column)
12. An annual certificate of insurance naming the County of Inyo as an additional insured, and proof of IRS nonprofit status.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Life Remedies and Celebrations

**FOR THE PROVISION OF** IHSS Employer of Record **SERVICES**

**TERM:**

**FROM:** July 1, 2019 **TO:** June 30, 2022

**SCHEDULE OF FEES:**

The total cost of services stated in Attachment A for the contract period of July 1, 2019 to June 30, 2022 shall be \$240,000.00. The annual amounts are as follows:

FY 2019/2020 = \$80,000  
FY 2020/2021 = \$80,000  
FY 2021/2022 = \$80,000

With the option to extend for the following annual amounts:

FY 2022/2023 = \$80,000  
FY 2023/2024 = \$80,000

**ATTACHMENT C**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Life Remedies and Celebrations**  
**FOR THE PROVISION OF IHSS Employer of Record SERVICES**

**TERM:**

**FROM: July 1, 2019                      TO: June 30, 2022**

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 2**  
**Insurance Requirements for Professional Services**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

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

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

**Other Insurance Provisions**

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

***Additional Insured Status***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Subcontractors**

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

***Special Risks or Circumstances***

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17

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

FROM: HEALTH & HUMAN SERVICES – Public Health and Prevention

FOR THE BOARD MEETING OF: July 9, 2019

SUBJECT: Update on Tobacco Control Policy Options

DEPARTMENTAL RECOMMENDATION:

Request Board receive a follow-up presentation from Inyo County Health and Human Services Tobacco Control Program staff outlining policy options to address the issue of flavored tobacco in our region and provide direction regarding a potential County Ordinance.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In March 2019, Inyo County HHS presented information to the Board on the topic of a regional approach to addressing the issue of flavored tobacco, and the Board requested that HHS return to the Board with policy options based on additional research and feedback provided by the Bishop City Council.

- Tobacco retailer licensing;
A ban on flavored vaping products;
Minimum packaging requirements (such as not allowing pack sizes less than 20 for cigarillos).

HHS will also continue to work closely with Mono County Tobacco Control to ensure a coordinated regional policy to the extent reasonable and will provide information and presentation(s) to City of Bishop and the Eastern Sierra Council of Governments to ensure full transparency and coordination.

ALTERNATIVES:

Your board could choose not to provide staff with policy direction to limiting youth access to tobacco products.

OTHER AGENCY INVOLVEMENT:

Mono County Tobacco Control Program, tobacco retailers, Town of Mammoth Lakes, City of Bishop, Bishop Paiute Tribe

FINANCING:

No funding is associated with this agenda item.

APPROVALS

COUNTY COUNSEL:

N/A

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

Approved: Date:

Maughman

Date: 6/24/19

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



MAY 2019

In order to reduce illegal sales of tobacco products to minors, many cities and counties in California have adopted strong local tobacco retailer licensing ordinances. This document highlights the 156 ordinances that are considered strong, as well as the fee and enforcement provisions. A strong local tobacco licensing law is defined as one that includes the following four components:

- Requirements that all retailers that sell tobacco products must obtain a license and renew it annually.
- A fee set high enough to sufficiently fund an effective program including administration of the program and enforcement efforts. An enforcement plan, that includes compliance checks, should be clearly stated.
- Coordination of tobacco regulations so that a violation of any existing local, state or federal tobacco regulation violates the license.
- A financial deterrent through fines and penalties including the suspension and revocation of the license. Fines and penalties should be outlined in the ordinance.

Below is a list of the 156 local ordinances in California that have met the requirements for a strong local tobacco retailer licensing ordinance along with basic information about the community population, license fee and designated

enforcement agencies. The jurisdictions are listed in alphabetical order under each county in order to make it easy to compare fee and enforcement details for similar jurisdictions.

For the table below, the agencies that enforce these ordinances have been categorized in the following way:

- **Law Enforcement:** Includes Police Departments and Sheriff Departments
- **Health Department:** Includes Environmental Health Services, Departments of Public Health, Health Services Department, and Health and Human Services Divisions.
- **City Officials:** Includes City Manager, City Attorney, and any authorized city official
- **Other:** Includes Community Development Services, Department of Finance, code enforcement agencies/ services, Administrative Services, Neighborhood Preservation Division, neighborhood services inspectors, Business License Division, and District Attorneys

Other documents on tobacco retailer licensing, including a fact sheet on the effectiveness of these ordinances, are available at: <http://Center4TobaccoPolicy.org/tobacco-policy/tobacco-retail-environment>

Community	Date Passed	Population	Fee	Designated Administration/Enforcement Agencies			
				Law Enforcement	Health Department	City Officials	Other
<b>Alameda County</b>							
Alameda	November 2018	70,177	TBD	X			
Albany	February 2009	18,988	\$250	X			
Berkeley	December 2002	121,238	\$427*	X	X		
Hayward	July 2014	161,040	\$400				X
Oakland	April 2008	426,074	\$50**	X			
San Leandro	March 2018	90,553	\$500	X			
Union City	November 2010	73,452	\$665	X			
<b>Butte County</b>							
Oroville	March 2013	18037	\$30			X	
<b>Contra Costa County</b>							
Clayton	June 2001	21,405	\$93 (initial) \$46 (renew)	X			
Concord	September 2006	128,370	\$160	X			
Contra Costa County	January 2003	173,454	\$287*		X		
El Cerrito	October 2015	24,600	\$485 (initial) \$439 (renew)	X			X
Oakley	December 2018	41,714	\$484.18				
Richmond	June 2009	111,785	\$1,602.44**	X			
San Pablo	April 2004	31,053	\$196				X
<b>Fresno County</b>							
Firebaugh	August 2009	8,202	\$190	X			
Parlier	April 2012	15,500	\$200	X			
<b>Imperial County</b>							
Calexico	February 2004	40,921	TBD	X		X	
<b>Kern County</b>							
Arvin	September 2016	21,157	\$275-\$655		X		
California City	February 2007	14,248	\$275-\$655		X		
Delano	June 2008	53,152	\$275-\$655	X			
Kern County	November 2006	311,015	\$275-\$655		X		
McFarland	May 2007	14,919	\$275-\$655		X		
Shafter	November 2016	18,868	\$275-\$655		X		



Community	Date Passed	Population	Fee	Designated Administration/Enforcement Agencies			
				Law Enforcement	Health Department	City Officials	Other
Taft	August 2016	9,492	\$275-\$655		X		
Tehachapi	February 2007	12,280	\$275-\$655		X		
Wasco	March 2007	26,980	\$275-\$655		X		
Los Angeles County							
Artesia	January 2009	16,904	TBD	X		X	
Baldwin Park	October 2008	75,537	\$342	X			X
Beverly Hills	August 2010	34,646	No Fee Planned	X			
Burbank	February 2007	105,033	\$181	X			
Calabasas	June 2009	24,202	No Fee Planned*			X	
Carson	November 2006	93,674	\$500	X			X
Cerritos	January 2008	50,039	\$50*	X			
Compton	July 2007	100,050	\$500	X			X
Culver City	July 2009	40,103	\$235	X			X
Duarte	May 2013	22,033	\$100	X			
El Monte	November 2011	114,268	\$300	X			X
El Segundo	June 2010	16,717	\$250	X			
Gardena	July 2008	60,721	\$120 **	X			X
Glendale	September 2007	201,748	\$255	X			
Hawaiian Gardens	July 2011	14,753	\$246				X
Hawthorne	July 2009	87,662	\$375	X			X
Hermosa Beach	January 2019	19,708	\$404 (initial) \$344 (renew)	X			
Huntington Park	November 2011	59,383	No Fee Planned	X			
Inglewood	October 2007	114,900	\$350	X			X
La Canada Flintridge	June 2009	20,497	\$50*	X		X	
La Verne	January 2017	32,389	\$300	X		X	
Lancaster	June 2006	157,820	\$261	X			
Lawndale	October 2009	33,365	\$150				X
Lomita	May 2007	20,403	\$150	X			X
Long Beach	February 2008	480,173	\$442	X	X	X	
Los Angeles (City)	September 2005	1,053,030	\$300		X	X	X
Los Angeles County	December 2007	4,041,707	\$235	X	X		
Lynwood	October 2012	71,997	TBD			X	

Community	Date Passed	Population	Fee	Designated Administration/Enforcement Agencies			
				Law Enforcement	Health Department	City Officials	Other
Manhattan Beach	November 2015	35,924	TBD			X	
Malibu	November 2011	12,742	No Fee Planned*				X
Maywood	August 2006	27,6333	\$46 (initial) \$11.50 (renew)				X
Montebello	September 2009	63,917	\$300	X			
Monterey Park	April 2010	61,606	\$40*	X			
Palmdale	January 2010	158,605	\$350			X	
Pasadena	February 2004	143,333	\$225	X	X		
San Fernando	October 2008	24,486	\$250				X
San Gabriel	March 2010	41,020	\$300	X			
Santa Monica	November 2008	93,834	\$135			X	
Sierra Madre	November 2006	11,010	\$30	X			
South El Monte	September 2014	20,883	\$120				X
South Pasadena	February 2009	25,992	\$150				X
Temple City	December 2012	36,389	\$320 (initial) \$75 (renew)	X			
<b>Marin County</b>							
Corte Madera	March 2019	69,214	TBD		X		
Fairfax	December 2017	7,598	TBD			X	
Larkspur	April 2019	12,396	TBD		X		
Marin County	May 2012	69,214	\$25		X		
Mill Valley	September 2012	14,910	\$25	X			
Novato	January 2017	54,522	\$50 or less			X	
San Rafael	August 1991	60,842	\$48 (initial) \$10 (renew)				X
Sausalito	November 2018	7,601	\$50			X	
<b>Mendocino County</b>							
Fort Bragg	December 2012	7,772	\$195			X	
Mendocino County	April 2010	59,668	\$350		X		
Ukiah	December 2012	16,314	\$35	X		X	
Willits	October 2003	4,928	\$75		X		
<b>Modoc County</b>							
Alturas	February 2016	2,537	\$100 (initial) \$25(renew)	X			

Community	Date Passed	Population	Fee	Designated Administration/Enforcement Agencies			
				Law Enforcement	Health Department	City Officials	Other
<b>Monterey County</b>							
Carmel-By-The-Sea	June 2013	3,842	\$286	X	X		
Monterey	November 2014	28,828	\$286	X	X		
Monterey County	May 2012	107,009	\$286	X	X		
Salinas	January 2015	162,470	\$286	X	X		
<b>Nevada County</b>							
Grass Valley	November 2009	12,859	\$100	X			
Nevada City	November 2006	3,208	\$100	X			
<b>Orange County</b>							
Santa Ana	October 2006	341,341	\$635	X	X		
<b>Riverside County</b>							
Banning	August 2006	31,068	\$444		X		
Beaumont	December 2006	46,179	\$444		X		
Calimesa	June 2007	8,637	\$444		X		
Cathedral City	January 2016	52,381	\$444		X		
Canyon Lake	June 2009	10,891	\$444		X		
Coachella	July 2007	45,551	\$444		X		
Corona	October 2005	167,759	\$444		X		
Desert Hot Springs	August 2007	29,111	\$444		X		
Eastvale	October 2010	64,613	\$444		X		
Hemet	March 2008	81,868	\$444		X		
Jurupa Valley	September 2011	101,315	\$444		X		
Lake Elsinore	August 2007	62,092	\$444		X		
Menifee	December 2009	90,660	\$444		X		
Moreno Valley	September 2007	206,750	\$444		X		
Murrieta	May 2006	114,914	\$444		X		
Norco	March 2006	26,882	\$444		X		
Palm Springs	October 2018	48,142	\$444		X		
Perris	August 2008	75,739	\$444		X		
Rancho Mirage	May 2017	18,194	\$444		X		
Riverside (City)	May 2006	326,792	\$444		X		
Riverside County	January 2010	373,755	\$444		X		
San Jacinto	June 2006	47,925	\$444		X		

Community	Date Passed	Population	Fee	Designated Administration/Enforcement Agencies			
				Law Enforcement	Health Department	City Officials	Other
Temecula	June 2006	111,024	\$444		X		
Wildomar	July 2008	35,782	\$444		X		
<b>Sacramento County</b>							
Elk Grove	September 2004	171,059	\$270	X			
Rancho Cordova	February 2005	73,872	\$218	X			
Sacramento (City)	April 2019	493,025	\$370	X			X
Sacramento County	May 2004	584,729	\$309	X	X		
<b>San Benito County</b>							
Hollister	May 2006	36,677	\$269	X			X
<b>San Diego County</b>							
Chula Vista	March 2018	243,916	TBD	X		X	X
El Cajon	June 2004	102,803	\$675				X
Lemon Grove	December 2018	27,108	TBD	X			
San Marcos	July 2016	94,042	\$190	X			
Solana Beach	July 2009	13,527	\$110**				X
Vista	May 2005	101,797	\$250	X			
<b>San Francisco County</b>							
San Francisco	November 2003	874,228	\$315	X	X		
<b>San Luis Obispo County</b>							
Arroyo Grande	February 2005	17,736	\$208	X			
Grover Beach	September 2005	13,438	\$224	X			
San Luis Obispo (City)	August 2003	46,724	\$278	X			
San Luis Obispo County	October 2008	120,549	\$342	X			
<b>San Mateo County</b>							
Half Moon Bay	October 2018	12,870	\$153	X			
Pacifica	February 2008	38,124	\$79	X			X
<b>Santa Barbara County</b>							
Carpinteria	April 2013	13,943	\$379	X	X		
Goleta	May 2014	31,760	\$534	X	X		

\*City or County fee does not fully cover administration and enforcement of the tobacco retailer license. Rather, the fee is supplemented with another stable source of funds, such as Master Settlement Agreement (MSA) funds or general funds.

\*\* Fees may have additional restrictions, charges or may be combined with another fee.

Sources: Population figures are from California Department of Finance, E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — Jan. 1, 2016 and 2017.

Community	Date Passed	Population	Fee	Designated Administration/Enforcement Agencies			
				Law Enforcement	Health Department	City Officials	Other
Santa Barbara County	November 2010	143,439	\$409*	X	X		
<b>Santa Clara County</b>							
Campbell	December 2012	42,726	\$51	X			
Gilroy	November 2014	55,936	\$100	X			
Los Gatos	May 2017	31,314	\$425	X	X		
Morgan Hill	April 2014	44,145	\$125				X
Palo Alto	October 2017	65,412	\$425	X			
Santa Clara County	November 2010	87,764	\$425	X	X		
Saratoga	June 2015	30,569	\$50*	X		X	
<b>Santa Cruz County</b>							
Santa Cruz	October 2012	65,070	\$425	X			
Santa Cruz County	April 2011	136,193	\$318	X	X		
Scotts Valley	December 2015	12,163	No Fee Planned				
Watsonville	October 2012	53,015	\$255-\$382			X	
<b>Sonoma County</b>							
Healdsburg	November 2014	11,800	\$445	X			
Sonoma	June 2015	10,989	\$246	X			
Sonoma County	April 2016	151,371	\$350		X		
Windsor	March 2018	27,555	\$350		X	X	
<b>Stanislaus County</b>							
Riverbank	July 2010	24,610	\$25-\$200	X		X	
<b>Ventura County</b>							
Oxnard	February 2012	207,772	\$51*				X
<b>Yolo County</b>							
Davis	August 2007	68,740	\$344		X		X
Winters	January 2016	7,255	\$344		X		X
Woodland	June 2015	59,616	\$360				X
Yolo County	May 2006	30,122	\$344		X		X



MAY 2019

The tobacco industry has a long history of using flavored tobacco to target youth and communities of color. The majority of youth who start experimenting with tobacco begin with flavored tobacco.<sup>1</sup> These products come in a variety of candy-like flavors including bubble gum, grape, menthol and cotton candy and include e-cigarettes, hookah tobacco, cigars, smokeless tobacco, and even flavored accessories such as blunt wraps.

Since 2009, the United States Food and Drug Administration (FDA) has banned flavored cigarettes nationwide. However, this ban included an exemption for menthol flavored cigarettes and doesn't extend to non-cigarette tobacco products. There are currently no state laws in California restricting the sale of flavored tobacco products. It is up to local communities to take action to protect their youth from the lure of enticing flavored tobacco.

The first community to restrict the sale of flavored tobacco in California was Santa Clara County in 2010. Since then, thirty-five communities have passed similar policies.

### What products may be included?

- 1. E-Cigarettes** – Restricts the sale of flavored electronic cigarettes.
- 2. Menthol** – Restricts the sale of tobacco products labelled as menthol, including cigarettes, smokeless tobacco, little cigars, etc.
- 3. Little Cigars** – Restricts the sale of flavored little cigars, which are small, usually filtered cigars wrapped in brown paper containing tobacco leaf. Little cigars became a popular alternative following the FDA's ban on flavored cigarettes.
- 4. Smokeless Tobacco** – Restricts the sale of flavored smokeless tobacco such as chewing tobacco, dip, snus and snuff.

**5. Components & Accessories** – Restricts the sale of flavored accessory products such as blunt wraps and e-juice additives. These products cannot be smoked alone and serve as a delivery system for smoked products.

**6. Products Marketed as Flavored** – Tobacco companies sometimes try to circumvent flavor restrictions by marketing products as flavored without directly labelling them as such. This policy option allows communities to broaden the definition of flavored tobacco to include these products.

### What exemptions are allowed?

- 1. Adult-Only Stores Exempted** – Adult-only retailers are limited to customers who are 21 and over. This limits sales of flavored tobacco to stores that youth do not have access to.
- 2. Grandfathered Retailers Exempted** – Allows retailers that were in operation prior to a specified date to continue selling flavored tobacco products.
- 3. Limited to Youth-Populated Areas** – Retailers are required to be a certain distance away from schools, parks, or other youth-oriented locations. Since many flavored tobacco products target youth, including buffer zones is a way to limit their access to flavored products.

## Resources

The Center has additional resources on tobacco retailer licensing ordinances, plug-in policies, and ordinances restricting menthol tobacco available at: <http://center4tobaccopolicy.org/tobacco-policy/tobacco-retail-environment/>. ChangeLab Solutions has model ordinance language available for ordinances restricting flavored tobacco at: <http://changelabsolutions.org>.

City/County Date Passed	Products Included						Exemptions		
	E-Cigs	Menthol	Little Cigars	Smokeless	Components & Accessories	Products marketed as flavored	Adult-Only Stores Exempted	Grandfathered Retailers Exempted?	Limited to Youth-Populated Areas?
San Carlos April 2019	X	X	X	X	X	X			
Larkspur April 2019	X	X	X	X	X	X			
Sacramento April 2019	X	X	X	X	X	X			
Albany April 2019	X	X	X	X	X	X			
Corte Madera March 2019	X	X	X	X	X	X			
Hermosa Beach Jan 2019	X	X	X	X	X	X	X		
San Pablo Dec 2018	X	X	X	X	X	X			
Alameda Nov 2018	X	X	X	X	X	X			
Santa Cruz Nov 2018	X	X	X	X	X	X			
Marin County Nov 2018	X	X	X	X	X	X			
Saratoga Oct 2018	X		X	X	X	X			
Half Moon Bay Oct 2018	X	X	X	X	X	X			
Portola Valley Sep 2018	X	X	X	X	X	X			
Beverly Hills August 2018	X	X	X	X	X	X			
Richmond July 2018	X	X	X	X	X	X			
Sausalito July 2018	X	X	X	X	X				
San Mateo County June 2018	X	X	X	X	X	X			
San Francisco June 2018	X	X	X	X	X	X			
Mono County July 2018		X	X	X	X	X			
Windsor March 2018	X		X**	X	X	X			

City/County Date Passed	Products Included						Exemptions		
	E-Cigs	Menthol	Little Cigars	Smokeless	Components & Accessories	Products marketed as flavored	Adult-Only Stores Exempted	Grandfathered Retailers Exempted?	Limited to Youth-Populated Areas?
Cloverdale Dec 2017	X		X	X		X			
Fairfax Dec 2017	X		X**	X**		X			
San Leandro Oct 2017	X		X	X	X	X			
Palo Alto Oct 2017	X	X	X	X	X	X	X		
Oakland Sep 2017	X	X	X	X	X	X	X		
Contra Costa County July 2017	X	X	X	X	X	X			X 1000 ft
Los Gatos May 2017	X	X	X	X	X	X	X		
Novato Jan 2017	X		X**	X	X	X			
Santa Clara County Oct 2016	X	X	X	X	X	X			
Yolo County Oct 2016	X	X	X	X	X				
Manhattan Beach Dec 2015	X		X	X	X	X	X		
El Cerrito Oct 2015	X	X*	X	X	X	X			
Berkeley Sep 2015	X	X	X	X	X	X			X 600 ft
Sonoma June 2015	X		X**	X***	X				
Hayward July 2014	X	X*	X	X	X	X		X	X 500 ft

<sup>1</sup> Ambrose, B.K., et al., Flavored Tobacco Product Use Among US Youth Aged 12-17 Years, 2013-2014. JAMA, 2015; p.1-3.

\*Does not include menthol cigarettes

\*\*Exempts packages of at least 5 or more

\*\*\*Doesn't apply to pipe tobacco





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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
19

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

**FROM:** Clint G. Quilter, Clerk of the Board, County Administrator  
**BY:** Darcy Ellis, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** July 9, 2019

**SUBJECT:** Approval of Board of Supervisors meeting minutes

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the minutes of the regular Board of Supervisors meeting of July 2, 2019.

**SUMMARY DISCUSSION:** The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, [www.inyocounty.us](http://www.inyocounty.us).

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

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

Date: 07-02-19



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

For Clerk's Use Only:  
AGENDA NUMBER

20

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

**FROM:** Nathan D. Reade, Agricultural Commissioner

**FOR THE BOARD MEETING OF:** July 9, 2019

**SUBJECT:** Public Hearings to Consider the Ordering of Services and Levy of the Assessments for Fiscal Year 2019-2020 for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment" and Adoption of a Resolution Titled "A Resolution Of The Board Of Supervisors Of The County Of Inyo Administering The Owens Valley Mosquito Abatement Program Approving The Engineer's Reports, Confirming The Assessment Diagram And Assessment And Ordering The Levy Of Assessments For Fiscal Year 2019-2020 For The Owens Valley Mosquito Abatement Program Assessment (Assessment No.1) And For The Mosquito Control And Disease Prevention Assessment (Assessment No.2).

**DEPARTMENTAL RECOMMENDATION:**

That Your Board hold a public hearing for the proposed continuation of the assessments for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment" in order to receive any public input on the proposed continuation of the assessments, the proposed assessment budget for Fiscal Year 2019-2020 and the services and programs, the assessments fund, and any other issues related to the assessments.

After the close of the public hearing to consider the ordering of services, and the levy of the assessments for Fiscal Year 2019-2020, it is recommended that your Board adopt a Resolution, approving the Engineer's Report, confirming the diagram and assessments for Fiscal Year 2019-2020 for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment".

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

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

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

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

SCI Consulting Group, the Engineer of Work for purposes of these proceedings, has hereby prepared Engineer's Reports for "Owens Valley Mosquito Abatement Program Assessment" and for "Mosquito Control and Disease Prevention Assessment". These Engineer's Reports include the proposed budget for the assessments for Fiscal Year 2019-2020 and the updated proposed assessments for each parcel in the Program's area within Inyo County.

**Proposed assessment for Fiscal Year**

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

The change in the CPI from December 2017 to December 2018 was 3.24% and the Unused CPI carried forward from the previous fiscal year is 0.61%. Therefore, the change in the assessment rate for Fiscal Year 2019-2020 is 3% ; the assessment rate for Fiscal Year 2019-2020 is \$25.69 per single-family equivalent benefit unit with estimated total annual assessment revenues of \$214,030.

The assessment rate for Fiscal Year 2019-2020 for "The Owens Valley Mosquito Abatement Program Assessment" is \$20.80 per benefit unit with estimated total annual assessment revenues of \$204,490.

This public hearing was noticed by publication in the Inyo Register on June 29, 2019.

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 2019-2020 and to direct additional actions related to the continue of the assessments.

**ALTERNATIVES:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The expenditure will be provided in the FY 19/20 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.

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

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



Date: 7-2-19

**RESOLUTION NO. 2019- \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA  
ADMINISTERING THE OWENS VALLEY MOSQUITO ABATEMENT PROGRAM  
APPROVING THE ENGINEER'S REPORTS, CONFIRMING THE ASSESSMENT DIAGRAM  
AND ASSESSEMENT AND ORDERING THE LEVY OF ASSESSMENTS  
FOR FISCAL YEAR 2019-2020 FOR THE OWENS VALLEY MOSQUITO ABATEMENT  
PROGRAM ASSESMENT (ASSESSMENT NO. 1)  
AND FOR THE MOSQUITO CONTROL AND DISEASE PREVENTION  
ASSESSMENT (ASSESSMENT NO. 2)**

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

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

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

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

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

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

WHEREAS a notice of a public hearing was published in the Inyo County Register and at the appointed time and place of July 9, 2019 at the hour of 11:00 a.m. in the Inyo County Board of Supervisors Meeting Chambers located at 224 North Edwards Street, Independence, CA 93526, the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the levy were fully heard and considered by this Board, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Board thereby acquired jurisdiction to order

the continuation of the assessments prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

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

SECTION 1. The above recitals are true and correct

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

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

SECTION 4. The Engineer's Report for Assessment No. 1 together with the diagram of the Assessment contained therein and the proposed assessment roll for Fiscal Year 2019-2020 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 2019-2020 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 2019-2020 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 \$204,490.

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 2017 to December 2018 was 3.24%, and the unused CPI carried forward from previous fiscal years is 0.61%. Therefore, the maximum authorized assessment rate for fiscal year 2019-2020 is \$25.69 per single family equivalent benefit unit. The proposed assessment rate for Fiscal Year 2019-2020 is \$25.69 per single-family equivalent benefit unit which is the maximum authorized rate for Fiscal Year 2019-2020.

SECTION 10. That assessment for Fiscal Year 2019-2020 for Assessment No. 2 shall be continued at the assessment rate of TWENTY FIVE DOLLARS AND SIXTY NINE CENTS (\$25.69) per single-family equivalent benefit unit. The estimated total annual assessment revenue for Fiscal Year 2019-2020 is \$214,030.

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 10<sup>th</sup> 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 9, 2019, at Board of Supervisors' Room, Inyo County Administrative Center at 224 North Edwards Street, Independence, CA.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Rick Pucci, Chairperson  
Inyo County Board of Supervisors

ATTEST: CLINT G. QUILTER,  
Clerk of the Board

BY: \_\_\_\_\_  
Assistant Clerk of the Board



**OWENS VALLEY MOSQUITO ABATEMENT  
PROGRAM**

**COUNTY OF INYO**

**MOSQUITO CONTROL AND DISEASE PREVENTION ASSESSMENT**

**ENGINEER'S REPORT**

**FISCAL YEAR 2019-20**

**JULY 2019**

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

ENGINEER OF WORK:

**SCIConsultingGroup**

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## INTRODUCTION

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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 2019-20, 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 benefits<sup>1</sup>
- 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

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<sup>1</sup> 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 4<sup>th</sup> 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 1<sup>st</sup> 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 4<sup>th</sup> 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**

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### **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 OVMAP<sup>2</sup>:

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.

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<sup>2</sup> 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

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- 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 2019-20**

OWENS VALLEY MOSQUITO ABATEMENT PROGRAM Mosquito Control and Disease Prevention Assessment Estimate of Cost Fiscal Year 2019-20			
			<b>Total Budget</b>
Mosquito Control Services and Related Expenditures:			
Mosquito Control Operations		\$	396,297
Materials, Supplies, Equipment and Administration			70,110
Internal Charges and Operating Transfers			123,285
Facilities, Capital Equipment and Fixed Assets			-
Total Services and Operation			<b>589,692</b>
Less:			
OVMAP Assessment # 1			(204,490)
Contribution from Other Sources			(183,672)
Net Cost of Mosquito Control, Fixed Asset Equipment, Operation			<b>201,530</b>
Incidental Costs:			
County Collection, Levy Administration, and Other Incidentals			12,500
Contribution to Reserves and Emergency/Contingency Funds			-
<b>Total Mosquito Control Services and Incidentals</b>		<b>\$</b>	<b>214,030</b>
(Net Amount to be Assessed)			
Budget Allocation to Property:			
Zone of Benefit	Total SFE Units	Assessment per SFE	Total Assessment
Zone A	8,169	\$ 25.69	\$ 209,862
Zone B	649	\$ 6.42	\$ 4,168
			<b>\$ 214,030</b>

**Notes**

<sup>1</sup> Includes allowance to account for any uncollectible assessments.

<sup>2</sup> 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 \$602,192 the District must contribute at least \$ 30,110 from sources other than the assessments. The District will contribute over \$183,672, 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

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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."<sup>3</sup>

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

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<sup>3</sup> 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.<sup>4</sup>*

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.

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<sup>4</sup> 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.<sup>5</sup> 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:

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<sup>5</sup> 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.”<sup>6</sup>*

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.”<sup>7</sup>*

- **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

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<sup>6</sup> Assembly Concurrent Resolution 52, chaptered April 1, 2003

<sup>7</sup> 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.<sup>8</sup> 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.”<sup>i</sup>

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.

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<sup>8</sup> 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.”<sup>9</sup>*

*“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.”<sup>10</sup> (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.<sup>11</sup>*

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.

<sup>9</sup> Rose, Robert. (2001). Pesticides and Public Health: Integrated Methods of Mosquito Management. Emerging Infectious Diseases. Vol. 7(1); 17-23.

<sup>10</sup> Center for Disease Control. (2004). West Nile Virus Activity --- United States, November 9--16, 2004. Morbidity and Mortality Weekly Report. 53(45); 1071-1072.

<sup>11</sup> 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.*<sup>12</sup>

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.*<sup>13</sup>

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<sup>12</sup> 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>

<sup>13</sup> 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."*<sup>14</sup>

*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*<sup>15</sup>

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**

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<sup>14</sup> 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](http://www.aphis.usda.gov/vs/ceah/cnabs/nahms/equine/wnv2002_CO_NB.pdf)

<sup>15</sup> 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.<sup>16</sup> 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.<sup>17</sup>

## **BENEFIT FINDING**

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

## **GENERAL VS. SPECIAL BENEFIT**

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits

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<sup>16</sup> Sources of mosquitoes on residential, business, agricultural, range and other types of properties include removable sources such as containers that hold standing water.

<sup>17</sup> 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,<sup>18</sup>” 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 =

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<sup>18</sup> 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%.<sup>19</sup> 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.

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<sup>19</sup> 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.<sup>ii</sup> 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.<sup>iii</sup>

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:

$\text{Special Benefit}_{(\text{per parcel})} = \sum_{\text{parcel}} f(\text{Special Benefits, Property Specific Attributes}^1)_{(\text{per parcel})}$
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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 <sup>1</sup>	SFE Units per Fraction Acre <sup>2</sup>	SFE Units per Acre After 5
Commercial	24	0.500	0.500
Office	68	1.420	1.420
Shopping Center	24	0.500	0.500
Industrial	24	0.500	0.500
Self Storage or Parking Lot	1	0.021	
Golf Course	3.00	0.13	
Cemetery	1.20	0.05	
Agriculture	0.05	0.002	
Rangelands/Timber	0.010	0.00042	

1. Source: San Diego Association of Governments Traffic Generators Study, University of California, Davis and other sources.

2. The SFE factors for commercial and industrial parcels indicated above are applied to each quarter acre of land area or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

#### **VACANT PROPERTIES**

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties. However, vacant properties are assessed at

a lower rate due to the lack of active benefits, as measured by use by residents, employees, customers and guests. A measure of the benefits accruing to the underlying land is the average value of land in relation to improvements for developed property. An analysis of the assessed valuation data from the County of Inyo found that 50% of the assessed value of improved properties is classified as land value. Since vacant properties have very low to zero population/use densities until they are developed, a 50% benefit discount is applied to the valuation factor of 0.50 to account for the current low use density and potential for harm or nuisance to the property owner or his residents, employees, customers and guests. The combination of these measures results in a 0.25 factor. It is reasonable to assume, therefore, that approximately 25% of the benefits are related to the underlying land and 75% are related to the day-to-day use of the property. Using this ratio, the SFE factor for vacant parcels is 0.25 per parcel.

#### **OTHER PROPERTIES**

Article XIID stipulates that publicly owned properties must be assessed unless those properties are reasonably determined to receive no special benefit from the assessment.

All properties that are specially benefited are assessed. Publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property. Other public properties such as watershed parcels, parks, open space parcels are determined to, on average, receive similar benefits as a single family home. Therefore such parcels are assessed an SFE benefit factor of 1. Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive minimal benefit from the Services and are assessed an SFE benefit factor of 0.

Church parcels, institutional properties, and property used for educational purposes typically generate employees on a less consistent basis than other non-residential parcels. Therefore, these parcels are determined to, on average, receive similar benefits as a single family home. Therefore such parcels are assessed an SFE benefit factor of 1.

#### **APPEALS AND INTERPRETATION**

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

to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Commissioner or his or her designee shall be referred to the Board of Supervisors of the County of Inyo and the decision of the Board of Supervisors of the County of Inyo shall be final.

## ASSESSMENT

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**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 2019-20 is generally as follows:

**Figure 4**

**SUMMARY COST ESTIMATE  
FISCAL YEAR 2019-20 BUDGET**

Mosquito Control Services	\$	396,297
Administration, Equipment and Charges		193,395
Incidentals & Reserves		12,500
Total Budget		602,192
Less:		
District Contribution & Current Rev.		(388,162)
Net Amount To Assessments	\$	214,030

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 2017 to December 2018 was 3.24% and the Unused CPI carried forward from the previous fiscal year is 0.61%. Therefore, the maximum authorized assessment rate for fiscal year 2019-20 can be increased by 3.00% which equates to \$25.69 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2019-20 at the rate of \$25.69 for Zone A and \$6.42 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.

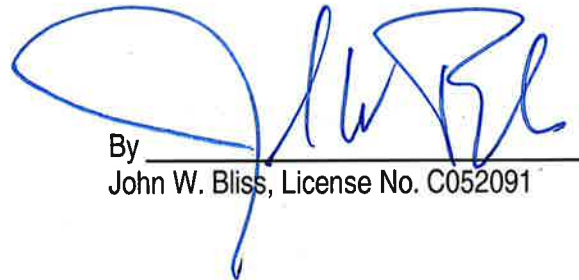
If property owners, in an assessment ballot proceeding, approve the initial assessment including the CPI adjustment schedule, the assessment may be levied annually and may be adjusted by up to the maximum annual CPI adjustment without any additional assessment ballot proceeding.

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 2019-20. 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 2019-20 for each parcel or lot of land within the Mosquito Control and Disease Prevention Assessment District.

Dated: June 3, 2019

Engineer of Work

  
By \_\_\_\_\_  
John W. Bliss, License No. C052091



## END NOTES

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- i . Assembly Concurrent Resolution 52, chaptered April 1, 2003
- ii . In addition to benefits based on the level of service, parcels in Zone B receive benefits from a mosquito reduced environment in the town/shopping areas of the Program, which are mainly located in Zone A.
- iii . It should be noted that the benefits conferred upon property are related to the average number of people who could potentially live on, work at or otherwise could use a property, not how the property is currently used by the present owner.



## APPENDICES

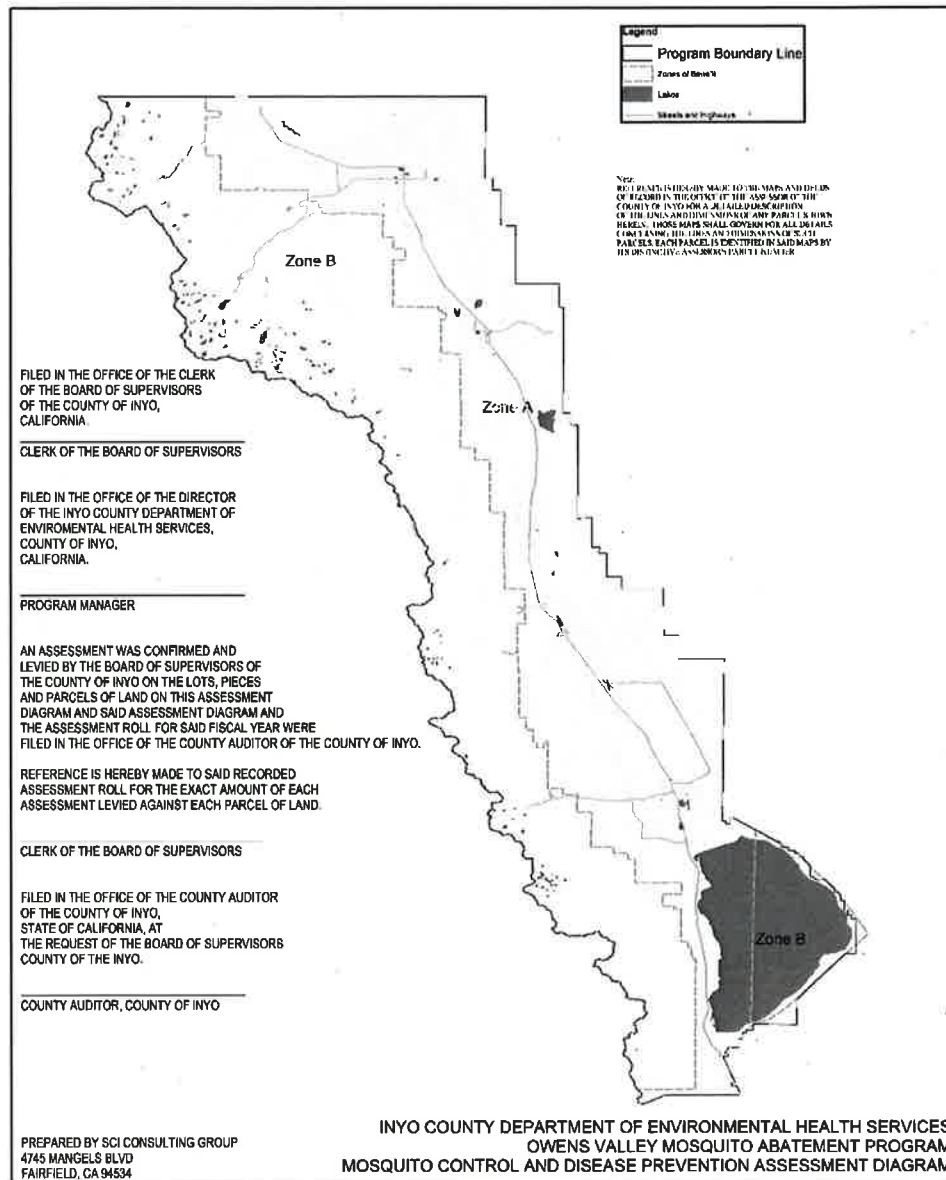
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### **ASSESSMENT ROLL, FY 2019-20**

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.

# ASSESSMENT DIAGRAM

The boundaries of the Owens Valley Mosquito Abatement Program area are displayed on the following Assessment Diagram.





# **OWENS VALLEY MOSQUITO ABATEMENT PROGRAM**

## **COUNTY OF INYO**

### **OWENS VALLEY MOSQUITO ABATEMENT PROGRAM ASSESSMENT**

## **ENGINEER'S REPORT**

FISCAL YEAR 2019-20

JULY 2019

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

ENGINEER OF WORK:

### **SCI Consulting Group**

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## INTRODUCTION

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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 2019-20, 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 benefits<sup>1</sup>
- 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 4<sup>th</sup> 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.

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<sup>1</sup> 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 1<sup>st</sup> 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

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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**

<b>OWENS VALLEY MOSQUITO ABATEMENT PROGRAM</b>			
<b>Owens Valley Mosquito Abatement Program Assessment</b>			
Estimate of Cost			
Fiscal Year 2019-20			
			<b>Total Budget</b>
Mosquito Control Services and Related Expenditures:			
Mosquito Control Operations		\$	396,297
Materials, Supplies, Equipment and Administration			70,110
Internal Charges and Operating Transfers			123,285
Facilities, Capital Equipment and Fixed Assets			-
Total Services and Operation			<b>589,692</b>
Less:			
OVMCDPA Assessment #2			(214,030)
Contribution from Other Sources			(183,672)
Net Cost of Mosquito Control, Fixed Asset Equipment, Operation			<b>191,990</b>
Incidental Costs:			
County Collection, Levy Administration, and Other Incidentals			12,500
Contribution to Reserves and Emergency/Contingency Funds			-
<b>Total Mosquito Control Services and Incidentals</b>		<b>\$</b>	<b>204,490</b>
<b>(Net Amount to be Assessed)</b>			
Budget Allocation to Property:			
Zone of Benefit	Total SFE Units	Assessment per SFE	Total Assessment
Zone A	9,628	\$ 20.80	\$ 200,262
Zone B	813	\$ 5.20	\$ 4,228
			<b>\$ 204,490</b>

**Notes**

<sup>1</sup> Includes allowance to account for any uncollectible assessments.

<sup>2</sup> 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 \$602,192 the District must contribute at least \$ 30,110 from sources other than the assessments. The District will contribute over \$183,672, 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

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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."*<sup>2</sup>

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

<sup>2</sup> 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.<sup>3</sup>*

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.

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<sup>3</sup> 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.<sup>4</sup> 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:

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<sup>4</sup> 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.”<sup>5</sup>*

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.”<sup>6</sup>*

- **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

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<sup>5</sup> Assembly Concurrent Resolution 52, chaptered April 1, 2003

<sup>6</sup> 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.<sup>7</sup> 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.”<sup>1</sup>

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.

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<sup>7</sup> 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."*<sup>8</sup>

*"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." <sup>9</sup> (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.*<sup>10</sup>

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.

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

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

<sup>10</sup> 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

<sup>11</sup> 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>

<sup>12</sup> 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."<sup>13</sup>*

*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<sup>14</sup>*

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

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<sup>13</sup> 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](http://www.aphis.usda.gov/vs/ceah/cnahs/nahms/equine/wnv2002_CO_NB.pdf)

<sup>14</sup> 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.<sup>15</sup> 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.<sup>16</sup>

## **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.

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

<sup>16</sup> 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,<sup>17</sup>” 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

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<sup>17</sup> SVTA vs. SCCOSA explains as follows:

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

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



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

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

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

### **CALCULATING GENERAL BENEFIT**

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

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

### **BENEFIT TO PROPERTY OUTSIDE THE PROGRAM**

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

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

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

The mosquito potential outside the Assessment District is based on studies of mosquito dispersion concentrations. Mosquitoes can travel up to two miles, on average, so this destination range is used. Based on studies of mosquito destinations, relative to parcels in the Assessment District average concentration of mosquitoes from the Assessment District on properties within two miles of the Assessment District is calculated to be 6%.<sup>18</sup> 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 %**

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<sup>18</sup> 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 2019-20 is generally as follows:

**FIGURE 3**  
**SUMMARY COST ESTIMATE**  
**Fiscal Year 2019-20**

Mosquito Control Services	\$	396,297
Administration, Equipment and Charges		193,395
Incidentals & Reserves		12,500
Total Budget		602,192
Less:		
District Contribution & Current Rev.		(397,702)
Net Amount To Assessments	\$	204,490

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 2019-20. 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 2019-20 for each parcel or lot of land within the Owens Valley Mosquito Abatement Program.

Dated: June 3, 2019

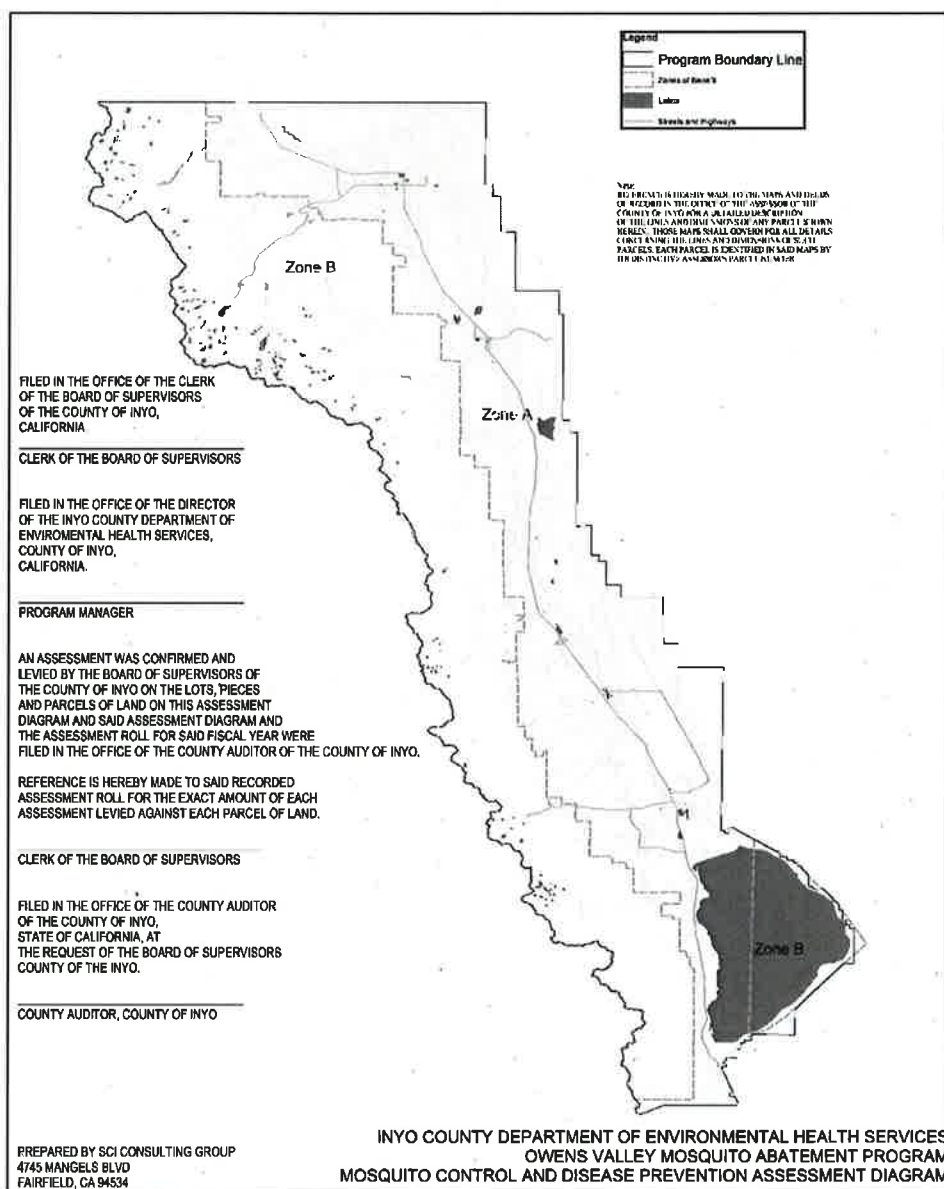
Engineer of Work

By   
John W. Bliss, License No. C052091



## ASSESSMENT DIAGRAM

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



**APPENDICES**

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**ASSESSMENT ROLL, FISCAL YEAR 2019-20**

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.

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## Inyo Council for the Arts

137 S. Main St. Bishop CA 93514 / Phone: 760-873-8014 / Fax: 760-873-5518 / [www.inyo.org](http://www.inyo.org)

July 1, 2019

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

Dear Supervisors:

The Inyo Council for the Arts (ICA) requests closure of the Millpond Recreation Area to the public from Friday, September 20, 2019 at 8:00 a.m., through Sunday, September 22, 2019 at 8:00 p.m., so that ICA can hold the 28<sup>th</sup> annual Millpond Music Festival.

We are in the process of booking the line-up for the festival. Inyo and Mono County students through eighth grade will be admitted free, and free tickets are also offered to underserved constituents including Owens Valley seniors and the Owens Valley Native American tribes.

In addition, many of our Millpond performers will be giving performances in Inyo County schools before and after the festival.

Thank you for your continued support.

Sincerely,

Lynn Cooper  
Executive Director



*"A Professional Service Agency"*

## **Memorandum**

**To:** Sheriff Hollowell, U/S Pritchard, Lt. Sparks, Sgt. Carter  
**From:** Riannah, Administrative Assistant to the Sheriff  
**CC:** Board of Supervisors, CAO, Assistant to the Board  
**Date:** June 28, 2019  
**Re:** May 2019 overtime

Following, please find the amount of overtime expended and overtime balances for the month of May 2019. \* April's overtime was reported as \$15,635.38. A correction to the last payroll in April was captured during this period, creating a negative amount of reported overtime in May. Overtime expenditures for May 2019 are as follows: \$4,337.08 paid with a correction of (\$10,906.97) for a previously posted payroll.

Budget #	Budget	Expended
022700	Sheriff General	\$ (6569.89)*
022701	Kitchen Services	\$ 1985.33
022710	Sheriff Safety	\$ 24132.80
022900	Jail General	\$ 9262.52
022910	Jail Safety	\$ 12027.18
	<b>Grand Total</b>	<b>\$ 40837.94</b>

Account Director Reports are attached. If you have any questions, please do not hesitate to contact me.

Thank you.

