

Agenda

County of Inyo Board of Supervisors

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

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

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

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

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

August 5, 2014

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

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(d)(1)] – Verizon California Inc. v. California State Board of Equalization, et al., Sacramento County Superior Court Case No. 34-2014-001572145.**
3. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
4. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
5. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
6. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Peace Officers Association (ICPPOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
7. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
8. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

9. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
10. **PUBLIC COMMENT**
11. **INTRODUCTION** – Ms. Yvette Mason, Veteran Service Representative, will be introduced to the Board.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

12. **Bishop Rural Fire Protection District** – Request Board reappoint Mr. Jerry Hollowell, Mr. Lloyd Anderson, and Mr. Michael Holland to the Bishop Rural Fire Protection District Board to complete four year terms ending July 1, 2018. (*Notice of Vacancy resulted in requests for appointment being received from Messrs. Hollowell, Anderson, and Holland*)
13. **Advertising County Resources** – Request approval of final payments for 2013-14 Community Project Sponsorship Grant Projects as follows: A) to the Death Valley Chamber of Commerce - \$3,000 for website upgrades and adding three new languages to the site, and \$10,000 for producing and printing the 2014 Death Valley Visitor's Guide; and B) \$3,500 to the Bishop Area Chamber of Commerce and Visitor's Bureau for hosting the 2014 California High School Rodeo Finals.
14. **Inyo Recycling and Integrated Waste Management** – Request approval of a blanket purchase order to Mission Linen in the amount of \$5,000 for laundry services for landfill employees, contingent upon the Board's adoption of a FY 2014-15 budget.

COUNTY ADMINISTRATOR – PUBLIC WORKS – SHERIFF

15. Request approval of a \$15,200 payment to Southern California Edison for extension of the existing power line located at the site of the new Inyo County Animal Shelter.

AGRICULTURAL COMMISSIONER

16. Request Board A) declare Adapco, Inc. a sole-source provider of mosquito abatement chemicals; and B) approve a blanket purchase order to Adapco, Inc., for the purchase of mosquito abatement chemicals for the Owens Valley Mosquito Abatement Program in the amount of \$59,000, contingent upon the Board's adoption of a FY 2014-15 budget.

CLERK – RECORDER

17. Request approval of a \$13,738.80 payment to DFM Associates for the Annual DFM Associates Software License Maintenance and Support Fee, contingent upon the Board's adoption of a FY 2014-15 budget.
18. Request approval of a \$13,972.17 payment to ProDocument Solutions, Inc.

ENVIRONMENTAL HEALTH

19. Request Board A) declare IDEXX Laboratories, Inc., a sole-source provider of certain water laboratory supplies for the period of July 1, 2014 through June 30, 2015; and B) approve a blanket purchase order to IDEXX Laboratories, Inc., in the amount of \$11,000 for the purchase of water testing supplies, contingent upon the Board's adoption of a FY 2014-15 budget.

ROAD DEPARTMENT

20. Request Board award and approve the Contract with Granite Construction Company for the purchase of plant mixed asphalt products for the period of September 1, 2014 through November 30, 2014, in an amount not to exceed \$205,200, contingent upon the Board's adoption of a FY 2014-15 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
21. Request Board award and approve the Contract with Environmental Concepts for the purchase of liquid asphalt products for the period of September 1, 2014 through November 30, 2014 in an amount not to exceed \$158,999, contingent upon the Board's adoption of a FY 2014-15 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

SHERIFF'S DEPARTMENT

22. **Veterans Service Office** – Request approval of the Subvention and Medi-Cal Certificates of Compliance for FY 2014-15; and authorize the Chairperson to sign.

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

23. **CLERK-RECORDER** - Request Board ratify payment to Dominion Voting Systems in the amount of \$10,331.80 for the annual WinEDS Software License Maintenance and Support Fee, contingent upon the Board's adoption of a FY 2014-15 budget.
24. **PUBLIC WORKS** – Request Board A) receive a report on new water conservation regulations adopted by the State Water Resources Control Board and the impact to Inyo County and the Town Water Systems; and B) direct staff to proceed with preparation of Water Conservation Plan consistent with State regulations.
25. **WATER DEPARTMENT** – Request Board award and approve the Contract between the County of Inyo and Tetra Tech Inc., for the provision of aerial photo services for the period of August 5, 2014 through June 30, 2015, in an amount not to exceed \$35,750, contingent upon the Board's adoption of a FY 2014-15 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
26. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Death Valley Road eater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32, as recommended by the County Administrator.
27. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.
28. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.
29. **COUNTY ADMINISTRATOR - Emergency Services** – Request Board continue the local emergency, known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.
30. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Meetings of: A) July 1, 2014; B) July 8, 2014; and C) July 15, 2014.

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

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

31. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
32. **PUBLIC COMMENT**

CORRESPONDENCE - INFORMATIONAL

33. **TREASURER-TAX COLLECTOR** – Treasury Status Report for the quarter ending June 30, 2014.
34. **SHERIFF'S DEPARTMENT** – Annual Sheriff's Special Appropriation Report.
35. **SHERIFF'S DEPARTMENT** – Sheriff's response to the 2014 Grand Jury Report, as required by law.
36. **PLANNING DEPARTMENT** – Notification of Availability of the Draft EIR for the Adventure Trails Systems.
37. **AUDITOR-CONTROLLER** – Notice that in accordance with Section 26905 and 26921 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on July 2, 2014 and that the count showed the funds to be in balance, pending written verification of inactive accounts.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: County Administrator
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: August 5, 2014

SUBJECT: Bishop Rural Fire Protection District Appointment

DEPARTMENTAL RECOMMENDATION: - Request Board reappoint Mr. Jerry Hollowell, Mr. Lloyd Anderson, and Mr. Michael Holland to the Bishop Rural Fire Protection District Board to complete four year terms ending July 1, 2018. (*Notice of Vacancy resulted in requests for appointment being received from Messrs. Hollowell, Anderson, and Holland*)

SUMMARY DISCUSSION: Your Board is the appointing authority for the Bishop Rural Fire Protection District. The District notified this office of the scheduled vacancies. The appropriate notice of vacancy was published per your Board's policy. Requests for appointment were received from Mr. Jerry Hollowell, Mr. Lloyd Anderson, and Mr. Michael Holland, who are seeking reappointment. It is recommended that your Board reappoint the three applicants as requested.

ALTERNATIVES: - Your Board could choose to not make the appointments. This alternative is not recommended in that your Board has qualified candidates to fill the position and further recruitment efforts are expensive and may not result in any additional qualified applicants seeking appointment.

OTHER AGENCY INVOLVEMENT: - N/A

FINANCING: - There is no fiscal impact associated with making this appointment.

APPROVALS

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

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



**BISHOP RURAL
FIRE PROTECTION DISTRICT**

**P.O. Box 1236, Bishop, CA 93515
(760) 873-5485**

Ray G. Seguine, Fire Chief

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

Reappointment of Board Members

Dear Supervisors:

The Bishop Rural Fire Protection District has three Board members whose terms are expiring. Commissioners Lloyd Anderson, Mike Holland and Jerry Hollowell have been dedicated and respected members of the Board, and as the current Board Chairperson, I am highly recommending their reappointments.

Of our current Board make up, Lloyd and Mike are former firefighters. Lloyd served as Chairman prior to my term. Mike is an accountant who provides valuable insight into financial matters and serves as the treasurer to the firefighter's fund and Jerry Hollowell brings to table a great business knowledge and back ground.

Additionally, the District is in the first year of a five year contract with the Bishop Paiute Indian Reservation for fire protection services. Talks with Southern California Edison have been initiated regarding fire protection services to their proposed service center adjacent to Eastern Sierra Community College. And, of course, there are ongoing issues such as shrinking revenues and emergency medical services. As can be seen, it is particularly important at this time that Commissions with experiences and expertise of all three be retained.

I sincerely hope that I have stated my points clearly. Should any question arise, though, please feel free to call me at 760-873-3118. Thank you for your time and attention to this important matter.

Sincerely,

A handwritten signature in cursive script that reads "Robert Winzenread".

Robert Winzenread

Chairman

Bishop Rural Fire Protection District Board of Commissioners

cc: Ray Seguine, Fire Chief
Lloyd Anderson
Mike Holland
Jerry Hollowell

RECEIVED
2014 JUL -8 PM 4:37
INYO COUNTY
ADMINISTRATOR
CLERK (P.O. BOX 1236)



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: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: August 5, 2014

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Death Valley Chamber of Commerce for successfully completing two 2013-14 CPSP projects, and the Bishop Area Chamber of Commerce and Visitors Bureau, for successfully completing one 2013-14 CPSP project.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments of \$3,000 to the Death Valley Chamber of Commerce for website upgrades and adding three new languages to the site; \$10,000 for producing and printing the 2014 Death Valley Visitor's Guide; and \$3,500 to the Bishop Area Chamber of Commerce and Visitor's Bureau, for hosting the 2014 California High School Rodeo Finals. All three are 2013-14 Community Project Sponsorship Grant projects funded from the 2013-2014 Advertising County Resources budget, 011400.

SUMMARY DISCUSSION: The Death Valley Chamber of Commerce was awarded a FY 2013-14 County of Inyo Community Project Sponsorship Grant in the amount of \$6,000 in December of 2013 for upgrading the Chamber website. The upgrade included adding three new translation options for the site: Portuguese, Japanese and Russian. This means the website is now translated into 10 languages, reflecting the wide variety of international visitors to Death Valley National Park and the towns surrounding it. The translations have helped the Chamber provide travel itineraries and related tourist information to non-English speaking travelers and visitors. The upgrade also included upgrading current security measures and adding new security features, which the Chamber reports are working well. The importance of the Chamber website was demonstrated during the Federal government shutdown, which resulted in the closure of the Park. The site acted as an information clearinghouse and provided travelers alternatives and other options to help them through the closure. The site continues to experience higher traffic and a marked increase in material being downloaded from the website. The site has become the primary "go to" online source for area visitor information, the Chamber said.

After contracts were finalized, half the grant funds (\$3,000) were disbursed to the Death Valley Chamber of Commerce. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,000. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Death Valley Chamber of Commerce was awarded a FY 2013-14 County of Inyo Community Project Sponsorship Grant in the amount of \$5,000 in August of 2013 for producing and printing the 2014 Death Valley Visitor's Guide. The government shut down and some challenging volunteer issues in the all-volunteer Chamber delayed the production of the 2014 Guide. Then the Park Service placed a moratorium on sporting events in Park boundaries, which had a negative impact on the region's economy and business community. The Chamber then applied for and received additional funding of \$5,000 during the next grant cycle, which was awarded in December of 2013, based in part on a desire to give the Chamber the ability to print and distribute more Visitor Guides than in previous years to help make up for the Park closure and cancellation of traditional sporting events. The Chamber's volunteers and the area's businesses worked together to overcome the internal "disruptions" that continued to afflict the Chamber and slowed completion of the Guide. The completed 2014 Guide, however, was deemed "the best ever" by the Chamber. Once again, requests for the magazine outstrip the number published (about 25,000, an increase over previous years), but visitors are also able to download the publication from the Chamber website throughout the year.

Because of the disruptions at the Chamber, the contracts for both, separate grants, were not signed immediately. Once they were signed, half the grant funds for each grant (\$2,500 per grant for a total of \$5,000) were disbursed to the Death Valley Chamber of Commerce. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment totaling \$5,000. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

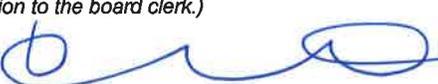
The Bishop Chamber of Commerce was awarded a FY 2013-14 County of Inyo Community Project Sponsorship Grant in the amount of \$7,000 in December of 2013 to help host the 2014 California High School Rodeo State Finals Championship. In June 2014, more than 200 high school rodeo athletes arrived in Bishop. The athletes, their families, fans, friends and spectators spent a week competing at the Tri-County Fairgrounds. Once again, the Chamber, local businesses and the community provided outstanding support for the event in the form of volunteer hours, donations and creating an exceptional experience for the high school athletes and everyone else associated with this prestigious championship event.

After contracts were finalized, half the grant funds (\$3,500) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining \$3,500 in grant funding. The Chamber also provided ample evidence that Inyo County was prominently mentioned as a sponsor of the event.

ALTERNATIVES: The Board could deny the requests.

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

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in FY 2012-13 Advertising County Resources Budget (011400), Professional Services (5265).

<u>APPROVALS</u>	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>7/22/2014</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 7/23/14
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

Supervisors Report

Web Upgrades

The latest Web Upgrade project undertaken by the Chamber features translations of the website and the downloadable online Visitor Guide into three additional languages; Portuguese, Japanese, and Russian. Choice of languages was determined by a large number of new visitor information requests coming in from Brazil, Japan, and Russia.

Existing security measures have been upgraded and reinforced with additional new features. At the risk of tempting fate, we are happy to report that there have been no new intrusions, breaches, hacks, "tag along" or "phisher" attacks to date. Active "real time" diagnostics and ongoing monitoring have resulted in zero site crashes. Broken links have been minimal and all were restored within a matter of a few hours, not days.

Coding glitches due to errors embedded within artifact code have become nonexistent. Page loading disruptions and drop out issues involving GoDaddy servers that formerly plagued us have been permanently eradicated. Page loading times have also been decreased which has resulted in a better, faster browser experience for our visitors. "Calendar" and "Event" listing requests have doubled. An archive has been initiated.

Overall volume of traffic to the site combined with the number of visitors who have participated in downloading a digital copy of the Death Valley Visitor Guide has continued to show encouraging steady growth. Daily visitor counts are up by an average of 6% over last year. Visitor requests for information and the downloading of travel itineraries remains strong. Expenses for "snail-mailed" info packs continue to decrease as Guide downloads become quicker and more popular with online browsers.

During the sequester and resultant shutdown of the Park, the website acted as a clearinghouse for information regarding the closure and was a "bulletin board" for the posting of official updates as well as serving as a resource to stranded vacationers seeking alternative destinations, lodging, attractions, maps, and other traveler options.

As the Chamber website has grown in popularity, we have encouraged all our members to utilize this excellent promotional resource. The site also generates interest in the benefits of annual membership as our web presence often provides an incentive to join.

The Death Valley Chamber is most grateful for the opportunity afforded to us by the CPSP Grant Award. This award has allowed us to continue to serve proudly and effectively as global tourism ambassadors on the worldwide web for yet another year. Without the financial support of the CPSP Grant award, our mission to promote the destinations, businesses, and treasures of Southern Inyo County would be impossible.

We sincerely thank each of you for your continued support of this important program. We also want to thank Jon Klusmire, Laura Piper, and the CPSP Committee for their contributions to the success of projects and events of merit throughout Inyo County.

Supervisors Report

Visitor Guides

The 2014 edition of the Death Valley Visitor Guide proved to be one of the most challenging, but ultimately rewarding, projects to date. In the spring of 2013, it was decided that the central theme of the 2014 issue was to be a focus on water, the precious natural resource that determines life or death. What we could not foresee was the historic drought declaration in California, and the consequences of it, that would affect tourism throughout the neighboring gateway communities of the Eastern Sierras.

The traditionally peak visitation month of October brought us the government sequester and our National Park was forced to close. The impact of that on even the most loyal of our repeat advertisers was tremendous. Many disappointed travelers who contacted the Chamber during the closure credited the 2013 Guide with "saving" their vacations as it provided a lifeline to alternative destinations, lodging options, and key area information.

Many long-term supporters of the Guide took huge leaps of faith as they made the decision to spend their limited advertising dollars on just one publication; the Death Valley Visitor Guide. Had it not been for previous issues' proven track record of effectively driving traffic to advertiser businesses, the revenue losses experienced by our business community due to the shut-down might have dictated a different outcome.

Recovery was slow to happen in the communities surrounding Death Valley National Park, but as the holiday season approached, it appeared that business as usual might be on the horizon. Unexpectedly, a moratorium on sporting events within the Park was declared and a safety review process was initiated. Annual events that had significantly boosted the local economy in previous years were suddenly off the calendar. The protection of at-risk resources became the focus as the Park Superintendent and her staff labored to strike a balance between the needs and wants of today's visitors and the responsibility to safeguard precious Death Valley Park assets for future generations.

Despite the "bumps" in the road, Golden Gate Media raised the bar once again with this glossy pictorial of intriguing people, places, and things that make Death Valley worth visiting again and again. In partnership with the Chamber and its members, publisher David Orozco artfully compiled stunning photos and compelling stories that have made this year's edition one of the very best to date. The panoramic cover shot gives readers a new paradigm from which to experience both Dante's View as well as Telescope Peak. A profusion of wildflowers bursts forth from the pages, the wet wonders of Salt Creek and Saratoga Springs beckon the weary hiker, and our most diminutive ambassadors, five indigenous species of pupfish, attest that Death Valley teems with life abundant.

This difficult year, more than ever, the Death Valley Chamber is sincerely grateful for this funding opportunity. We thank each of you for your continued support of these vital community grants. The Chamber would also like to thank Jon Klusmire and Laura Piper for their leadership, assistance, patience, and dedication to the CPSP program.

A VISITOR'S GUIDE TO
DEATH VALLEY
2014 EDITION




Death Valley
Chamber of Commerce

INYO

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



RECEIVED

JUL 29 2014

Inyo Co. Water Department

BISHOP AREA CHAMBER OF COMMERCE & VISITORS BUREAU

690 N. MAIN STREET, BISHOP, CALIFORNIA 93514

June 30, 2014

Dear Mr. Klusmire and Inyo County Supervisors:

Please find enclosed final funding requests related to Inyo County Community Project Sponsorship Grant Funding for the California High School Rodeo State Finals Championship.

This package contains completed reimbursement request forms, copies of all related invoices and written summary reports for the project. We're pleased to report the week-long event was quite successful and we're thankful for the continued support of Inyo County.

Please do let me know when the final reimbursement request will be before the Board of Supervisors. I would like the opportunity to thank the Board as well as answer any questions that may arise.

If you should require further information, please feel free to contact me. Thank you in advance for your assistance with processing our reimbursement request at your earliest convenience.

As always, thank you for your continued support of the Bishop Area Chamber of Commerce and Visitors Bureau.

Sincerely,

A handwritten signature in blue ink that reads "Tawni".

Tawni Thomson
Executive Director
Bishop Area Chamber of Commerce & Visitors Bureau

VOICE 760-873-8405 FAX 760-873-6999



The Other Side of California
DEAR VALLEY AND THE EASTERN SIERRA

WWW.BISHOPVISITOR.COM

2014 CHSRA STATE FINALS RODEO

FINAL REPORT & REQUEST FOR REIMBURSEMENT OF PROJECT EXPENSES



The Bishop Area Chamber of Commerce & Visitors bureau is very proud to be part of such an amazing event, and we know you feel the same! For the past ten years, California High School Rodeo has chosen Bishop as the site for their prestigious State Finals Championship, and thanks to our community's hard work and dedication, they'll be coming back through 2016!

The Bishop Chamber plays a vital role in bringing CHSRA to the "Other Side of California." Inyo County CPSP Grant Funding allows us to do an excellent job in fulfilling the contractual arrangement with CHSRA. Our organization is responsible for providing lodging for judges, hosting the welcome dinner, providing t-shirts & welcome gifts for contestants, plus coordinating all volunteer ticket sellers, check-in personnel and notary public service for those going on to the National Finals Rodeo.

2014 CHSRA State Finals Rodeo Highlights

- 264 Contestant Athletes, plus families, friends & fans spent the week in Inyo County.
- Welcome Dinner was a HUGE Success - we served 800 people in less than one hour!
- Inyo County was recognized as a co-sponsor in several ways: local newspaper, local radio, at welcome barbecue, in rodeo program, and by logo placement on award trailers.
- Excellent support by volunteers for set-up, decorations, meal preparation, serving & clean-up, ticket sellers, check-in personnel and notary public service. 80+ volunteers provided 240 hours of volunteer service. Our volunteers are "priceless," but for the sake of demonstrating how Inyo County CPSP funds are leveraged, we estimate the value of the volunteer labor to be \$3,600 (at \$15/hr.).
- Generous discounts and donations provided by many co-sponsors helped to minimize event expenses. Most lodging for judges was donated by area hotels/motels; Erick Schat's Bakery provided bread and pastries for dinner, plus Queen's tea; all sodas, iced tea & lemonade were donated by local distributors; McDonald's provided salads; Vons contributed paper goods and Ice Cream; Mammoth Brewing donated root beer for the floats. BP Distributing sold us the meat at cost. We estimate the total value of donations to be more than \$18,000 for 2014 – further demonstrating that Inyo County CPSP funds were matched with solid support from the local business community.

Our community solidly supports the CHSRA State Finals Rodeo and the Bishop Chamber is certainly thankful for Inyo County's continued support of the project.

Our community has done an excellent job of "rolling out the welcome mat" for these fine young athletes and their families and we are pleased to have the opportunity to continue to do so in the future.

Thank you for your continued support of this important project that is beneficial to our local economy and to the true community spirit of our region!



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Solid Waste

FOR THE BOARD MEETING OF: Aug 5
~~July 15, 2014~~

SUBJECT: Authorization to issue blanket purchase order to Mission Linen for laundry services for Landfill employees.

DEPARTMENTAL RECOMMENDATION:

Authorize the issuance of blanket purchase order to Mission Linen in the amount of \$5,000 from the Solid Waste Budget 045700, Object Code 5265 contingent upon the adoption of the 2014/15 budget.

SUMMARY DISCUSSION:

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

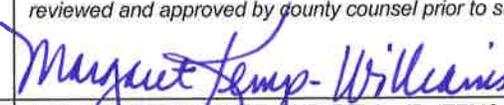
ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT: Auditor/Controller

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

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <input checked="" type="checkbox"/> Date <u>07/02/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>7/8/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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



Date: 7/10/14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER <i>15</i>
--

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

FROM: CAO/Public Works/Sheriff

FOR THE BOARD MEETING OF: August 5, 2014

SUBJECT: Southern California Edison payment approval – Animal Shelter

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve a payment of \$15,200 to Southern California Edison for extension of the existing power line located at the site of the new Inyo County Animal Shelter.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

During the development of the Animal Shelter project, Public Works staff investigated numerous methods of delivering additional electricity to the site of the new Inyo County Animal Shelter. This investigation resulted in the determination that contracting with Southern California Edison was by far the most cost effective method to extend the existing power line to the site of the new Animal Shelter.

ALTERNATIVES:

The Board could choose to not approve the expenditure and direct staff to return with additional alternatives.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Payment of this expense is included in Budget Unit 010206 Animal Shelter, Object Code 5700 Construction in Progress.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <i>07/23/14</i>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <i>[Signature]</i> Approved: <i>yes</i> Date <i>7/24/2014</i>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature] Date: *7/24/14*



**SOUTHERN CALIFORNIA
EDISON**

An EDISON INTERNATIONAL Company
Southern California Edison Company
374 LAGOON STREET
BISHOP CA 93514

INYO, COUNTY OF
168 N EDWARDS ST
INDEPENDENCE CA 93526

Invoice #	177278
Invoice Date:	06/25/2014
SCE Contact:	Timothy S Rafferty
Telephone:	(760)-873-2902
Install - Billing Option:	SCE INSTALL - DISCOUNT

Description	Amount
Service Request Number: 1724684 Project: NEW OH R15/16 EXT TO SERVE ANIMAL SHELTER 1001 COUNTY SHELTER BIG PINE CA 93513	
Item # 189361 Product: 788849 - LINE EXTENSION Design #: 552392 NEW OH R15/16 EXT TO SERVE ANIMAL SHELTER	\$15,200.27
Previous Payment	\$0.00
<ul style="list-style-type: none"> * Enclosed are 2 copies of our invoice. Please return 1 copy of the invoice with your payment * All prices are applicable for a period of 90 days from this date and are subject to change thereafter. * Please return all applications and/or contracts fully completed. * Enclosed are copies of refundable and discount option appendices. Please select one option, sign both copies (one as selected, the other as not selected) and return with your payment. * If a street light work order is associated with this project, contracts for that project will be enclosed. * Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance * Call the Edison company at 1-800-655-4555 to make application for electrical service. * An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection. * Final electrical inspection from the local governmental building and safety department must be received before we can energize your service. * Payments accepted by check or money order only 	
Invoice Total	\$ 15,200.27

Please detach and return payment stub with payment

**Payment
Stub**

Invoice #: 177278

INYO, COUNTY OF
168 N EDWARDS ST
INDEPENDENCE CA 93526

Please pay total amount now due:

\$ 15,200.27

Thank you for paying promptly

Make check payable to Southern California Edison

374 LAGOON STREET
BISHOP CA 93514



**SOUTHERN CALIFORNIA
EDISON***

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BISHOP CA 93514

INYO, COUNTY OF
168 N EDWARDS ST
INDEPENDENCE CA 93526

Invoice #	177278
Invoice Date:	06/25/2014
SCE Contact:	Timothy S Rafferty
Telephone:	(760)-873-2902
Install - Billing Option:	SCE INSTALL - REFUNDABLE

Description	Amount
Service Request Number: 1724684 Project: NEW OH R15/16 EXT TO SERVE ANIMAL SHELTER 1001 COUNTY SHELTER BIG PINE CA 93513	
Item # 189361 Product: 788849 - LINE EXTENSION Design #: 552392 NEW OH R15/16 EXT TO SERVE ANIMAL SHELTER	\$29,300.28
Previous Payment	\$0.00
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Invoice Total	\$ 29,300.28

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**Payment
Stub**

Please pay total amount now due:

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Invoice #: 177278

Thank you for paying promptly

INYO, COUNTY OF
168 N EDWARDS ST
INDEPENDENCE CA 93526

Make check payable to Southern California
Edison
374 LAGOON STREET
BISHOP CA 93514



SOUTHERN CALIFORNIA EDISON*
 An EDISON INTERNATIONAL Company
 Southern California Edison Company
 374 LAGOON STREET
 BISHOP CA 93514

INYO, COUNTY OF
 168 N EDWARDS ST
 INDEPENDENCE CA 93526

Invoice #	177278
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374 LAGOON STREET
 BISHOP CA 93514

6/25/2014

APPENDIX A - DISCOUNT OPTION
ELECTRIC LINE EXTENSION AGREEMENT

LOC.	W.O.	A.I. LINE EXTENSION	JOB # 788849
1. SCE RULE 16 COST TO SERV			
	(A) SCE RULE 16 COST TO SERVE		\$571.47
	(B) LESS APPLICANT ALLOWANCES		\$679.38
	(C) EXCESS RULE 16 COST TO SERVE (LINE 5. (A))		\$0.00
	(D) EXCESS ALLOWANCES TO (LINE 2.)		\$107.91
SCE COST TO SERVE RULE 15			
	(E) OVERHEAD	0 FEET X \$0.00 UNIT COST	\$0.00
	(F) UNDERGROUND	0 FEET X \$0.00 UNIT COST	\$0.00
	(G) PROJECT SPECIFIC (IF 2X UNIT COST OR COMPETITIVE BID)		\$20,996.82
	(H) TOTAL SCE RULE 15 COST TO SERVE		\$20,996.82
2. APPLICANT ALLOWANCES (FROM LINE 1. (D))			\$107.91
3. REFUNDABLE:			
	(A) SCE RULE 15 COST TO SERVE (LINE 1. (H))		\$20,996.82
	(B) PLUS ESTIMATED VALUE OF STRUCTURES		\$0.00
	(C) SUBTOTAL (LINE 3. (A) + 3. (B))		\$20,996.82
	(D) LESS ALLOWANCE (LINE 2)		\$107.91
	(E) REFUNDABLE AMOUNT (LINE 3. (C) - 3. (D))		\$20,888.91
	(F) PLUS REFUNDABLE ITCC* ON LINE 3. (E)		\$7,311.12
	(G) TOTAL AMOUNT (LINE 3. (E) + 3. (F))		\$28,200.03
4. PAYMENT OPTION SELECTED:			
	DISCOUNT	HAS CHOSEN:	
	(A) NON-REFUNDABLE DISCOUNT OPTION: 50 %		
	1)	50 % OF LINE 3G:	\$14,100.02
	2)	VALUE OF STRUCTURES:	\$0.00
	3)	NON-REFUNDABLE PAYMENT:	\$14,100.02
	4)	AMOUNT DUE APPLICANT:	\$0.00
5. OTHER NON-REFUNDABLE ADVANCE & CREDITS			
	(A) OTHER NON-REFUNDABLE CHARGES (RULE 16, FLAT RATE, INSPECTION, R/W, ETC.)		\$815.00
	(B) ITCC* ON OTHER NON-REFUNDABLE		\$285.25
	(C) ITCC* ON APPLICANT FURNISHED FACILITIES.		\$0.00
	(D) INSTALLED COST OF SUBSTRUCTURES BY SCE		\$0.00
	(E) LESS APPLICANT DESIGN OR REIMBURSABLE CREDITS		\$0.00
	(F) TOTAL NON-REFUNDABLE (LINE 5. (A) THRU 5. (D) - 5. (E))		\$1,100.25
	(G) TOTAL CREDITS (LINE 5. (E) - 5. (A) THRU 5. (D))		\$0.00
6. AMOUNT TO BE PAID BY APPLICANT TO SCE			\$15,200.27
7. AMOUNT TO BE REFUNDED TO APPLICANT UPON FULFILLMENT OF ALL CONTRACTUAL OBLIGATIONS			\$0.00

HAS NOT CHOSEN: SIGN _____

* INCOME TAX COMPONENT OF CONTRIBUTION

06/25/2014

APPENDIX A - REFUNDABLE OPTION
ELECTRIC LINE EXTENSION AGREEMENT

LOC.	W.O.	A.I. LINE EXTENSION	JOB # 788849
1. SCE RULE 16 COST TO SERVE			
(A) SCE RULE 16 COST TO SERVE			\$571.47
(B) LESS APPLICANT ALLOWANCES			\$679.38
(C) EXCESS RULE 16 COST TO (LINE 5. (A))			\$0.00
(D) EXCESS ALLOWANCES TO (LINE 2.)			\$107.91
SCE COST TO SERVE RULE 15			
(E) OVERHEAD	0 FEET X	\$0.00 UNIT COST	\$0.00
(F) UNDERGROUND	0 FEET X	\$0.00 UNIT COST	\$0.00
(G) PROJECT SPECIFIC (IF 2X UNIT COST OR COMPETITIVE BID)			\$20,996.82
(H) TOTAL SCE RULE 15 COST TO SERVE			\$20,996.82
2. APPLICANT ALLOWANCES (FROM LINE 1. (D))			\$107.91
3. REFUNDABLE :			
(A) SCE RULE 15 COST TO SERVE (LINE 1. (H))			\$20,996.82
(B) PLUS ESTIMATED VALUE OF STRUCTURES			\$0.00
(C) SUBTOTAL (LINE 3. (A) + 3. (B))			\$20,996.82
(D) LESS ALLOWANCE (LINE 2)			\$107.91
(E) REFUNDABLE AMOUNT (LINE 3. (C) - 3. (D))			\$20,888.91
(F) PLUS REFUNDABLE ITCC* ON LINE 3. (E)			\$7,311.12
(G) TOTAL AMOUNT (LINE 3. (E) + 3. (F))			\$28,200.03
4. PAYMENT OPTION SELECTED ; REFUNDABLE HAS CHOSEN : SIGN			
(A) REFUNDABLE OPTION :		LINE 3. (G)	\$28,200.03
1)		VALUE OF STRUCTURES :	\$0.00
2)		REFUNDABLE PAYMENT :	\$28,200.03
3)		AMOUNT SUBJECT TO REFUND/CREDIT	\$28,200.03
5. OTHER NON-REFUNDABLE ADVANCES & CREDITS			
(A) OTHER NON-REFUNDABLE CHARGES (RULE 16 , FLAT RATE , INSPECTION , R/W , ETC .)			\$815.00
(B) ITCC* ON OTHER NON-REFUNDABLE			\$285.25
(C) ITCC* ON APPLICANT FURNISHED FACILITIES			\$0.00
(D) INSTALLED COST OF SUBSTRUCTURE BY SCE			\$0.00
(E) LESS APPLICANT DESIGN OR REIMBURSABLE CREDITS			\$0.00
(F) TOTAL NON-REFUNDABLE (LINE 5. (A) THRU 5. (D) - 5. (E))			\$1,100.25
(G) TOTAL CREDITS (LINE 5. (E) - 5. (A) THRU 5. (D))			\$0.00
6. AMOUNT TO BE PAID BY APPLICANT TO SCE			\$29,300.28
7. AMOUNT TO BE REFUNDED TO APPLICANT UPON FULFILLMENT OF ALL CONTRACTUAL OBLIGATIONS			\$0.00
HAS NOT CHOSEN : SIGN _____			

* INCOME TAX COMPONENT OF CONTRIBUTION

CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE
RULE 15

1. PARTIES

This Contract for Extension of Electric Distribution Line ("Contract") is Issued this _____ day of
25 day of June 2014, _____.

The Parties to this Contract are:

INYO, COUNTY OF

("Applicant")

and Southern California Edison Company ("SCE"). Applicant and SCE are referred to individually as "Party" and collectively as "Parties".

2. RECITALS

Applicant has requested SCE, pursuant to SCE's Rule 15, Distribution Line Extensions, to install an electric Distribution Line Extension to the location or locations described as follows:

1001 COUNTY SHELTER BIG PINE CA 93513

(Hereinafter referred to as "Project")

3. AGREEMENT

3.1 Responsibilities of Applicant

Construction

Applicant shall, in accordance with SCE's specifications and timing requirements for the Project:

- o Perform route clearing, tree trimming, trenching, excavating, and backfilling and compacting;
- o Furnish imported backfill material and dispose of trench spoil as required;
- o Furnish, install and transfer ownership to SCE any substructures, conduit, and protective structures required;
- o Obtain any necessary construction permits for all work performed by Applicant under this Contract.

If Applicant elects to have SCE perform any part of this work, Applicant shall pay to SCE, as specified herein and before the start of construction, SCE's estimated-installed costs thereof.

Rights of Way

Applicant hereby grants to SCE the rights of way and easements for the Distribution Line Extension over the shortest, most practical, available, and acceptable route within Applicant's property for the purpose of making delivery of electric service hereunder. Such easement shall include the right of access and right to trim trees as necessary. Where formal rights of way, easements, land leases, or permits are required by SCE for installation of facilities on or over Applicant's property, or the property of others, Applicant understands and agrees that SCE shall not be obligated to install the Distribution Line Extension for the Project unless and until any necessary permanent rights of way, easements, land leases, and permits, satisfactory to SCE, are granted to or obtained for SCE without cost to or condemnation by SCE.

Advances

Applicant shall contribute or advance, before the start of construction, the refundable and non-refundable amounts as set forth in Appendix A to this Contract. This includes the costs for substructures and conduits which SCE had previously installed at its expense in anticipation of the current Distribution Line Extension. Any necessary riser conduit, conduit covering, and miscellaneous riser material required for the Distribution Line Extension shall be furnished or paid for by Applicant and shall be installed by SCE.

All contributions and advances by Applicant are taxable and shall include an Income Tax Component of Contribution (ITCC) at the rate provided in SCE's Preliminary Statement. ITCC will be either refundable or non-refundable depending on whether the corresponding contribution or advance is refundable or non-refundable.

Joint Applicants. The total contribution or advance from joint Applicants will be apportioned by SCE among the members of the group in such manner as Applicants mutually agree.

3.2 Responsibilities of SCE

Construction

SCE shall install, own, operate, and maintain the Distribution Line Extension to serve the Project. SCE will install only those facilities that, in SCE's judgment, will be used within a reasonable time to serve permanent loads.

Refunds

SCE shall make refunds to Applicant in accordance with the provisions of Rule 15.

3.3 Ownership of Facilities

Title to and ownership of the Distribution Line Extension shall vest in SCE. Applicant does hereby agree that upon completion and acceptance by SCE of any Applicant-installed facilities, title to each and every component part thereof shall immediately pass to SCE free and clear of all liens and encumbrances.

3.4 Service Facilities

Service extensions shall be installed pursuant to SCE's Rule 16, Service Extensions.

3.5 Street Lighting Facilities

Street lighting and Distribution Line Extensions within the Project solely for service to street lighting equipment shall be installed in accordance with the appropriate street light tariff schedule. Street light revenues are not applicable toward allowances or refunds for Distribution Line Extensions. Electroliers shall be located at points determined by the governmental agency having jurisdiction over streets to be dedicated to that agency or by Applicant for privately owned and maintained streets open to and used by the general public.

3.6 Non-Refundable Discount Option

In lieu of contributing the total refundable amount, Applicant has the option of contributing, on a non-refundable basis, a percentage of such refundable amount as set forth in Appendix A to this Contract. Applicant has or has not chosen this option as indicated by signature on Appendix A.

3.7 Refunds

The total refundable amount shall be subject to refund, without interest, in accordance with the provisions of Rule 15, which include the following:

Residential. Refunds will be made on the basis of any new customer permanent load connected to the Distribution Line Extension which produces additional revenues to SCE. The refund will be deducted from the total refundable amount, and the remaining amount subject to refund will represent that portion of the Distribution Line Extension cost not supported by revenues.

Non-Residential. Refunds will be made on the basis of Applicant or any new customer permanent load connected to the Distribution Line Extension which produces additional revenues to SCE. SCE shall be responsible to review Applicant's actual net revenue for the first three years from the date SCE is first ready to serve. Applicant shall be responsible for notifying SCE if new, permanent load is added the fourth through tenth year from the date SCE is first ready to serve. Such review shall determine if additional net revenue justifies refunds to Applicant.

Unsupported Distribution Line Extension Cost. When any portion of a refundable amount has not qualified for a refund at the end of twelve (12) months from the date SCE is first ready to serve, Applicant will pay to SCE a Monthly Ownership Charge of 0.42% on the remaining refundable balance. The difference between the total refundable advance and any refunds made or eligible to be made to Applicant shall serve as the basis of a monthly ownership charge ("base"). The Monthly Ownership Charge includes replacement for 60 years at no additional cost and is derived from the Customer-Financed With Replacement at Additional Cost Added Facilities rates determined in SCE's general rate case proceeding and/or periodic annual review. Monthly ownership charges are distinct from the refundable amount and will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants. (I)

The monthly ownership charges herein shall automatically increase or decrease if the California Public Utilities Commission should subsequently authorize a higher or lower percentage rate for the monthly ownership charges, effective on the date of such authorization.

Refund Period. The total refundable amount is subject to refund for a period of ten (10) years after the Distribution Line Extension is first ready to serve. Any unrefunded amount remaining at the end of the ten-year period shall become property of SCE.

3.8 Payment Adjustments

Contract Compliance. If, after six (6) months following the date SCE is first ready to serve residential loads for which allowances were granted, one (1) year for non-residential loads, Applicant fails to take service, or fails to use the service contracted for, Applicant shall pay to SCE an additional contribution, based on the allowances for the loads actually installed.

Excess Facilities. If the load information provided by Applicant results in SCE having installed facilities which are in excess of those needed to serve the actual loads, and SCE elects to reduce such excess facilities, Applicant shall pay to SCE its estimated total costs to remove, abandon, or replace the excess facilities, less the estimated salvage of any removed facilities.

3.9 Reimbursement to Applicant

Where mutually agreed upon by SCE and Applicant, Applicant may perform SCE's work or install facilities normally installed by SCE. Such work shall be in accordance with SCE's specifications and timing requirements. SCE shall reimburse Applicant SCE's estimated installed cost of such facilities and work by applying a credit toward Applicant's advance. Any amount not so credited shall be reimbursed to Applicant upon acceptance of the work and facilities by SCE.

3.10 Delays in Construction

Force Majeure. SCE shall not be responsible for any delay in the installation or completion of the facilities by SCE resulting from the late performance of Applicant's responsibilities under this Contract, shortage of labor or material, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of SCE.

Resources. SCE shall have the right, in the event it is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers. Any delay in construction hereunder resulting from such allocation shall be deemed to be cause beyond SCE's control.

Contract Revision. If Applicant does not commence installation of any facilities which are Applicant's responsibility or SCE is prevented from commencing the installation of the facilities for causes beyond its reasonable control within one year from the effective date of this Contract, SCE may, in its discretion, revise its cost estimate and recalculate the refundable and/or non-refundable amounts set forth herein. SCE will notify Applicant of such increased costs and give the option to either terminate this Contract or pay SCE the additional charges.

3.11 Contract Termination

If at any time during the term of this Contract, SCE is not the sole deliverer of electrical requirements for the Project, this Contract may be terminated. Upon termination of the Contract, Applicant agrees to forfeit that portion of the advance paid to SCE for its expenses covering any engineering, surveying, right of way acquisition and other associated work incurred by SCE. If such expenses are greater or less than the refundable and/or non-refundable advance, Applicant shall pay to SCE, or SCE shall refund the balance to Applicant, without interest, as the case may be.

3.12 Indemnification

Applicant shall, at its own cost, defend, indemnify, and hold harmless SCE, its officers, agents, employees, assigns, and successors in interest from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damages to any property caused by Applicant or its contractor and employees, officers or agents of either Applicant or its contractor, or any of them, and arising out of the performance or nonperformance of their obligations under this Contract.

3.13 Assignment of Contract

Applicant may assign this Contract, in whole or in part, only if SCE consents in writing and the party to whom the Contract is assigned agrees in writing, to perform the obligations of Applicant hereunder. Assignment of the Contract shall not release Applicant from any of the obligations under this Contract unless otherwise provided therein.

3.14 Joint and Several Liability

Where two or more individuals or entities are joint Applicants under this Contract, all Applicants shall be jointly and severally liable to comply with all terms and conditions herein.

3.15 Warranty

Applicant warrants that all work and/or equipment furnished or installed by Applicant or its contractor shall be free of defects in workmanship and material. The warranty period shall begin from the date of final acceptance by SCE and extend for one (1) year. Should the work develop defects during that period, SCE, at its election, shall either (a) repair or replace the defective work and/or equipment, or (b) demand that Applicant repair or replace the defective work and/or equipment and, in either event, Applicant shall be liable for all costs associated with such repair and/or replacement. Applicant upon demand by SCE, shall promptly correct, to SCE's satisfaction and that of any governmental agency having jurisdiction, any breach of any warranty.

3.16 Contract Effective Date

This Contract shall not be effective unless it is (1) executed and delivered by Applicant to SCE together with payment required hereunder within ninety (90) days of the date in Paragraph 1 of this Contract and (2) accepted by SCE. This Contract shall then be effective on the date executed by SCE and shall take effect without further notice to Applicant.

3.17 Commission Jurisdiction

This Contract is subject to the applicable provisions of SCE's tariffs, including Rule 15, filed and authorized by the California Public Utilities Commission.

This Contract shall, at all times, be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

3.18 Completion Date

The completion date requested by Applicant is _____.

4. SIGNATURE CLAUSE

The signatories hereto represent that they have been appropriately authorized to enter into this Contract on behalf of the party for whom they sign.

APPLICANT(S)

CORPORATION, PARTNERSHIP, OR DBA: _____

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____

ADDITIONAL SIGNATURES FOR JOINT APPLICANTS

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

MAILING ADDRESS: _____

TELEPHONE: _____

APPORTIONMENT OF ADVANCE AMONG JOINT APPLICANTS:

SOUTHERN CALIFORNIA EDISON COMPANY

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

TITLE: _____

DATE EXECUTED: _____

DATE SCE FIRST READY TO SERVE: ____

WORK ORDER NO. 788849 _____

ASSOCIATED WORK ORDER NOS. _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Nathan D. Reade, Agricultural Commissioner

FOR THE BOARD MEETING OF: August 5, 2014

SUBJECT: (A) Declare Adapco Inc. a Sole-Source Provider of Chemicals for FY 2014/2015; and; (B) Approve one Blanket Purchase Order for Fiscal Year 2014/2015.

DEPARTMENTAL RECOMMENDATION:

That your Board approve: A) Making Adapco a sole-source provider. B) Approve (1) blanket purchase order to Adapco Inc. in the amount of \$59,000 for Owens Valley Mosquito Abatement Program, Budget Unit 154101, Expenditure Code 5311, for the purchase of chemicals for the purpose of mosquito abatement to be effective in Fiscal Year 2014/2015, contingent upon Board approval of the 2014/2015 Board approved budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Adapco Inc. is the exclusive distributor for Valent Bioscience that manufactures mosquito larvicide products that work best in our environment and in our equipment. Having a blanket purchase order will enable Owens Valley Mosquito Abatement Program (OVMAP) to have the products through the fiscal year's transition into next fiscal year in a timely manner, which is also mid- mosquito season when pesticides are needed most. Adapco Inc. has agreed to warehouse product for OVMAP because storage space is limited and not climate controlled, and therefore, making time of the essence when ordering these chemicals and integrated pest management tools. Adapco Inc. also provides their customers with droplet testing and equipment calibration free of charge.

ALTERNATIVES:

Not approving this request; possibly limiting the scope of mosquito abatement treatment, putting public health at risk and preventing the Owens Valley Mosquito Abatement Program from fulfilling contracts with federal, state and local/other agencies.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Resources expended for mosquito abatement costs are derived from current contracts and assessments. There will be no fiscal impact to the Inyo County general fund since Owens Valley Mosquito Abatement Program is a non-general fund program. The funds are in our requested FY 14/15 Budget for Budget unit 154101, Expense Object Code 5311, to cover this expense.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>Margaret Kemp-St. Dennis</i> Approved: <input checked="" type="checkbox"/> Date <u>07/22/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>[Signature]</i> Approved: <u>[Signature]</u> Date <u>7/23/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: 7-25-14
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk=s Use Only: AGENDA NUMBER 17

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

FROM: Kammi Foote, Clerk-Recorder and Registrar of Voters

FOR THE BOARD MEETING OF: August 5, 2014

SUBJECT: Approval of annual payment to DFM Associates for Software License Maintenance and Support Fee

DEPARTMENTAL RECOMMENDATION:

Request Board approve payment to DFM Associates in an amount of \$13,738.80 for the annual DFM Associates Software License Maintenance and Support Fee, contingent upon the Board's adoption of 2014-2015

SUMMARY DISCUSSION:

On April 24, 2007 the Inyo County Board of Supervisors declared DFM Associates as the sole source provider for voter registration software and approved a contract between the County of Inyo and DFM Associates for use of their EMS voter registration system.

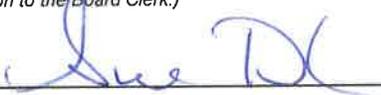
According to the Article 9 of the contract, "After the expiration of the initial term, this Agreement will automatically continue with respect to such Specified DFM Software or such Specified Consulting Services on a year to year basis, unless either party gives the other written notice..." I am requesting that your Board authorize this payment to comply with the Inyo County Purchasing Policy. If approved, it will allow me to continue the lease with DFM Associates for the term of July 1, 2014 – June 30, 2015.

ALTERNATIVES:

The DFM system is used to electronically manage voter registration and election administration in Inyo County. The Board can deny the approval of this payment, which would result in the discontinuation of the DFM Associates Voter Registration and Elections Management System and the inability to electronically manage the voter registration database or provide election related services as required by State and Federal law.

FINANCING:

Approval of this payment will not result in a net increase to county cost in the 2013-2014 fiscal year. The payment will be made from the Elections Budget - General Operating Expenses (011000-5311), contingent upon the adoption of the 2014-15 fiscal year budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <input checked="" type="checkbox"/> Date: 07/22/14
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: 7/23/2014
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <input checked="" type="checkbox"/> 7/25/14 Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7/28/14

DFM ASSOCIATES

April 01, 2014

Ms. Kammi Foote
County of Inyo
County Clerk Recorder
P.O. Drawer F
Independence, CA 93526

Ref: Contract dated 4/27/07

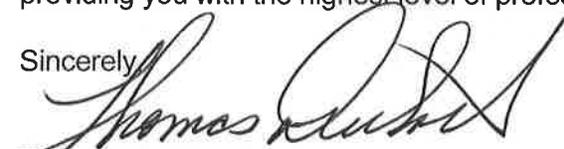
Dear Ms. Foote:

It is again that time of year when DFM must notify the county of any adjustment to their monthly lease fees.

Effective July 1, 2014 for fiscal year ending June 30, 2015 there will be no increase to the monthly EIMS lease fee. Therefore, your EIMS lease fee will remain at \$1,144.90 or \$13,738.80 annually.

We sincerely thank you for your past patronage and look forward to another year of providing you with the highest level of professional support available.

Sincerely,



Thomas G. Diebolt
President

TGD: rb



DFM Associates
 10 Chrysler, Suite A
 Irvine, CA 92618
 949-859-8700
 949-859-9512 Fax #

Invoice

Date	Invoice #
7/1/2014	38625

Bill To

County of Inyo
 Kammi Foote, County-Clerk-Recorder
 P.O. Drawer F
 Independence, CA 93526

Ship To

County of Inyo
 Kammi Foote
 County Clerk -Recorder
 P.O. Drawer F
 Indpendence, CA 93526

P.O. Number		Terms	Ship	S.O. No.	
		Net 30			
Quantity	Item Code	Description	U/M	Price Each	Amount
12	CA - Inyo	EIMS Monthly Lease Annual invoices requested per Kammi Foote in e-mail dated 6/6/13 For the months of July 2014 - June 2015 Sales Tax Inyo County Combined		1,144.90	13,738.80
				8.00%	0.00
				Total	\$13,738.80

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 24th day of *APRIL, 2007* an order was duly made and entered as follows:

Clerk-Recorder/
New Voter
Registration
System

Ms. Mary Roper, Clerk-Recorder, explained that Sequoia Voting Systems notified the County that they would no-longer be supporting their Voter Registration System, which was the impetus for the County having to identify another vendor. She informed the Board that Sequoia Voting Systems had been purchased by a Venezuelan Company, that they were in the process of divesting themselves of Sequoia, and that Sequoia is still supporting the computer voter system. Ms. Roper, explained that since the new vendor, DFM Associates is a California Company that she as a level of comfort with their ability to support this system. Moved by Supervisor Cash and seconded by Supervisor Arcularius to A) declare DFM Associates the sole source provider of voter registration systems for the Clerk-Recorder; B) approve the Contract between the County of Inyo and DFM Associates for (a) the purchase of the EIMS voter registration system in an amount not to exceed \$44,000, (b) the payment of the annual license fee in the amount of \$600 beginning with FY 2007-08 and each year for the term of the lease, and (c) the \$1,000 per month lease fee for the term of the agreement, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 24th

Days of APRIL 2007



RONALD JULIFF
Clerk of the Board of Supervisors

By

Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing
CC _____
Purchasing _____
Personnel _____
Auditor _____
CAO _____
Other Clerk-Recorder _____
DATE: May 2, 2007

DFM ASSOCIATES
MASTER AGREEMENT
INYO COUNTY

THIS MASTER AGREEMENT ("Agreement") is made and entered into as of April 24, 2007 by and between DFM ASSOCIATES, a California corporation ("DFM"), and THE COUNTY OF INYO, a political subdivision of the State of California ("County").

RECITALS

A. DFM is willing to do any or all of the following at the request of the County:

- (1) To purchase and resell Computer Hardware to the County;
- (2) To lease or license DFM Software to the County;
- (3) To lease or sublicense Third Party Software to the County; and/or
- (4) To provide Consulting Services to the County.

B. The purpose of this Agreement is to generally describe the various products and services DFM is willing to provide to the County if and when the County chooses to utilize them, and to establish the basic contractual terms and conditions under which those products and/or services will be provided, subject to additional terms and provisions set forth in a separate Addendum which will specify the product or service and the particular terms and provisions applicable thereto. The separate Addendum will become a part of this Agreement, if and when it has been signed on behalf of both the County and DFM. Neither DFM nor the County is obligated to the other regarding any of the products or services generally described herein unless and until, and then only to the extent that, the specific product or service is identified on a separate Addendum attached hereto and signed on behalf of both parties.

TERMS AND CONDITIONS

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following definitions, which incorporate by reference the standard definitions of the computer industry established by trade usage or custom to the extent such standard definitions do not contradict specific definitions set forth herein:

Addendum/Addenda refers to any addendum signed by the parties hereto at any time or from time to time referring to this Agreement which specifically identifies the product or service to be provided by DFM to the County and the price, payment terms and other applicable information related thereto.

Computer Hardware refers to any computer, whether a main frame, mini-computer, personal computer or file server, and related computer peripheral equipment and accessories.

Computer Hardware Vendor refers to the corporation or other entity which manufactures or supplies the Computer Hardware.

Consulting Services refers to any or all of the services which DFM is capable of and willing to provide to the County, including consultation with the County regarding its data processing and information systems.

DFM Software refers to and includes any or all software systems developed by DFM, which DFM is willing to provide to the County.

File Maintenance refers to the ability to update a database.

Initial Installation Fee refers to the fee to be paid by the County to DFM for the initial installation of any Specified DFM Software and/or any Specified Computer Hardware.

Lease Term refers to the term of the lease between the County and DFM regarding the County's right to use any DFM Software and/or to utilize any Consulting Services. The initial Lease Term will be set forth on the Addendum and will be extended automatically pursuant to the terms of this Agreement.

Manuals refers to any documents, reports, instructions or writings, and any annotations thereto, that explain or depict, generally or in detail, any aspect of any particular DFM Software, including but not limited to, all procedures and workings thereof, and the Manuals may be on any format, including hard copy, on disk or on CD-ROM or any other media.

Monthly Fee refers to the monthly charge by DFM to the County for the right of the County to use any Specified DFM Software or to utilize any Specified Consulting Service.

Programs refers to all programs, sets of instructions and statements to be used directly or indirectly on the Computer Hardware to facilitate, directly or indirectly, the use(s), maintenance or enhancement of any particular DFM Software.

Software Enhancement refers to the addition of a new DFM Software Subsystem or the revision of any existing Subsystem for any particular DFM Software.

Software Maintenance refers to the maintenance of the Programs and the resolution of any problems with respect to any Programs concerning internal coding and operation thereof. The term Software Maintenance is meant to include those modifications, additions and revisions of any particular DFM Software mandated by new legislative enactments.

Software Release refers to the most recent revision of any particular DFM Software.

Specified Consulting Service refers to any particular Consulting Service identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified DFM Software refers to any particular DFM Software identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified Operating System Software refers to the operating system software provided by a third party vendor for the Computer Hardware used by the County on which the Specified DFM Software will operate.

Subsystem refers to any portion of any particular DFM Software which is related to a specific functional area within the department of the County which is using the Specified DFM Software pursuant to this Agreement.

Third Party Software refers to any software, the rights of which are owned or held by an corporation or entity other than DFM.

EIMS for Windows
Hardware Configuration

Hardware Addendum

Part Number	Description	Quantity	Price	Ext Price
231292608	EIMS for Windows Data and Application Server	1	4,767.00	4,767.00
	PowerEdge 860 Intel® Dual Core Xeon™ processor at 2.4GHz	1		
	Operating System: Windows 2003 Server, Standard Edition with 5 Client Licenses	1		
	2GB DDR2 533MHz (4X512MB), Single Ranked DIMMs	1		
	2 x 169GB 7.2K RPM SATA HDD	1		
	No Floppy Drive	1		
	Dual On-Board NICs	1		
	48X IDE CD-RW/DVD	1		
	5 Additional CALs for Windows 2003 Server (Standard or Enterprise)	1		
	Electronic Documentation and OpenManage CD Kit	1		
	Basic Support	1		
	OG SQL Svr 2005 Std Ed	1		
	SQL Svr Media	1		
	OG SQL Svr 2005 CAL	10		
MST-R19-00191	Wdws Terminal Svr CAL 2k3 Eng OLP NL Loc	10	66.28	662.60
	Business Objects Crystal Reports V10 Standard	1	189.26	189.26
WRPRC010	Adobe Acrobat 8.0 Standard - Windows Edition	1	285.99	285.99
22001979				
bcpwdet	EIMS for Windows ScanStations	1	1,115.00	1,115.00
	OptiPlex 320 MiniTower Intel® Pentium® 4 Processor	1	6.12	6.12
	USB Cable	1	600.00	600.00
DFM-LTLic PA03277	Scanning Software License (LeadTools - Req'd)	1	3,499.99	3,499.99
	Fujitsu 4340C Scanner	1		
LZ310-WDP	EIMS for Windows Printers & Barcode Readers			
	Worthington Laser Scanner (Barcode Reader)	3	599.00	1,797.00
	Dymo Labelwriter 400 Turbo USB	3	129.99	389.97
Total Hardware and 3rd Party (non-DFM) Software Costs				13,312.93
Hardware Configuration, procurement & Installation Fee (Note 3)				6,000.00
Data Conversion/EIMS Software Installation/Training				20,000.00
Sales Tax			7.75%	3,046.75
Estimates Shipping (Allowance)				500.00
Grand Total				42,859.68

Monthly Lease Fee

1000.00

Semaphore Corp ZP4 Address Standardization Software (Subscription)

1 600.00 Annual

NOTES:

(1) Hardware costs are estimates based on current pricing

(2) Network Hardware (hubs/switches/wiring) to be supplied by the county

(3) This fee is not charged if the county purchases hardware direct and installs hardware

EIMS™ for Windows SOFTWARE ADDENDUM

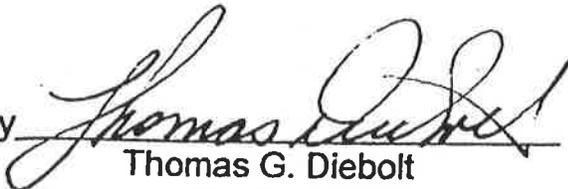
WHEN SIGNED ON BEHALF OF THE COUNTY AND DFM
THIS ADDENDUM SHALL BECOME A PART OF THAT
CERTAIN MASTER AGREEMENT, DATED AS OF _____, 2007
("MASTER AGREEMENT")

EIMS™ is an acronym for Election Information Management System and means the computer software designed by DFM for use in the various processes used to register and manage voters, election officials and polling places as well as the election process itself. EIMS™ includes the EIMS™ Software, the EIMS™ Subsystems, any EIMS™ Enhancement and any EIMS™ Software Releases. EIMS™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

- 10 Core Function: The core function of the EIMS™ is to gather and maintain data for use in the process of registering voters and the processing of elections. The ability of the EIMS™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.
- 20 Description of EIMS™: EIMS™ is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.
- 30 Installation: The DFM Software shall be deemed to have been installed when the County is able to perform daily routine maintenance of the Voter File, the Precinct District File and the Street Guide.
- 40 Initial Installation and Data Conversion Fee : \$20,000.
- 41 LeadTools Image License: \$600.
- 50 Initial Monthly Fee: \$1000.00.
- 60 Initial Lease Term: Sixty (60) months from the installation of the EIMS™ and continuing thereafter until the next following June 30th (subject to extension as provided in Article 9 of the Master Agreement).

70 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

DFM ASSOCIATES, a California Corporation

By 
Thomas G. Diebolt
President

COUNTY OF INYO, a political subdivision of the State of California

By 
Chairperson
Its Baord of Supervisors

EXHIBIT A

EIMS® for Windows includes the following functional Modules:

Precinct/District

Create and maintain precincts, districts and the relationship between those entities.

Street Guide

Create and maintain street segments and their relationship to precincts.

Office/Incumbent

Create and maintain office types, office definitions, and incumbent data.

Voters

Create and maintain voter registration records. Allows for maintaining active, canceled and inactive voter records. Provides duplicate checking, customer tape generation, and other reporting features.

Affidavit Tracking

Maintains records of affidavits provided to third parties and tracks those subsequently returned.

Officers/Polling Places

Maintain records of polling places, election officers and election night workers.

Maintain history.

Election Workspace

Manage Election definitions including contests, candidates and measures. Provides

Ballot typing, consolidation, election officer and polling place management for the

election. Produce election related mailings and reports. Manage Absentee/Mailed

ballot voters.

Petition Checking

Manage petition information, define new petitions, select random sample, provides system directed signature checking.

Resources

Manage county specific information and options.

Third Party Software Vendor refers to any corporation or other entity which has authorized DFM as a reseller or grants DFM the right to use and/or sublicense its software or which licenses the County directly to use its software.

ARTICLE 2. COMPUTER HARDWARE

All of the following provisions of this Article 2 shall apply to the purchase of any Computer Hardware by the County through DFM unless expressly modified or supplemented by the Computer Hardware Purchase Addendum.

2.1 Computer Hardware Purchase Addendum. DFM agrees to supply to the County the Computer Hardware identified on a Computer Hardware Purchase Addendum attached hereto. The County agrees to pay DFM, to the extent DFM is supplying the Computer Hardware, the purchase price therefore and to perform all other obligations required of it herein, all upon the terms and subject to the conditions set forth on the Computer Hardware Purchase Addendum.

2.2 Sales and Use Taxes. The County shall be responsible for paying, and shall pay, all sales and use taxes applicable to any items included as part of the Computer Hardware which is sold or resold to it by DFM. If the County advises DFM that no sales or use taxes are due or collectible, then the County shall indemnify, defend, protect and hold DFM harmless from and with respect to any claim related to the collection, payment or reporting of such sales or use taxes, including all penalties and interest thereon or as a result of the non-payment thereof or the failure to file any return required to be filed, and any attorneys' fees incurred by DFM in enforcing its indemnity rights hereunder or in defending any claim to collect or pay such sales or use taxes.

2.3 Delivery and Insurance. The County shall be responsible for paying, and shall pay, all insurance and delivery charges relative to the delivery of the Computer Hardware to its final location at the installation address. DFM agrees to set forth on the Computer Hardware Addendum the estimated cost of, or "not to exceed amounts" regarding, insurance and delivery charges payable by the County.

2.4 Security Interest. The County grants DFM a security interest in all items of the Computer Hardware identified on the Computer Hardware Purchase Addendum as collateral for the obligation of the County to pay DFM for the full purchase price therefore. The County agrees to sign, when and where appropriate, any financing statements (i.e., UCC-

1 forms) and other documents as may be required to perfect the security interest of DFM in such collateral. DFM agrees to release its security interest in the collateral as soon as the purchase price therefore has been paid in full.

2.5 Risk of Loss. From and after the date upon which each item of hardware is delivered with inside delivery, to the installation address, the County shall assume all risk of loss and risk of damage with respect thereto.

2.6 Transfer of Warranties. DFM agrees to provide on the DFM Computer Hardware Addendum a statement regarding the duration of the warranty from the Third Party Computer Vendor with respect to each item of Computer Hardware for which there is a warranty of at least one (1) year or more. DFM agrees to transfer and assign to the County all warranties it receives or is entitled to from any Computer Hardware Vendor whose Computer Hardware has been resold by DFM to the County.

2.7 Site Preparation, Etc. The County shall be solely responsible for, and shall pay all costs associated with, preparation of the site where the Computer Hardware is to be delivered, including all alterations and installations required in order to comply with all installation, operating and site specifications of the Computer Hardware Vendor. DFM agrees to deliver to the County copies of the Computer Hardware Vendor's site specifications for any Computer Hardware ordered by the County pursuant to this Agreement. All site preparation shall be completed on or before the scheduled delivery date of the Computer Hardware.

2.8 Cancellations and/or Delays. If the County cancels or terminates its obligation to purchase any Computer Hardware for any reason, or if the County is unable to take delivery of any Computer Hardware on a timely basis, then, and in such event, the County shall be liable for and agrees to pay on behalf of DFM any cancellation charges, late charges, restocking charges, liquidated damages or any other costs or expenses which DFM incurs to the Computer Hardware Vendor as a result thereof. Nothing contained in this Section is intended to imply that the County has any right to cancel this Agreement except as otherwise expressly provided in this Agreement.

2.9 Installation of Computer Hardware. Unless otherwise stated on the computer Hardware Purchase Addendum or on any Consulting Services Addendum, the County shall be solely responsible for, and shall pay all costs associated with, the installation of the Computer Hardware and the installation of any Third Party Software and the integration and connection of the Computer Hardware with any other computer equipment and/or software owned, leased, licensed, sublicensed, used or operated by the County.

**ARTICLE 3.
RIGHT TO USE DFM SOFTWARE**

All of the following provisions of this Article 3 shall apply to the lease of any Specified DFM Software by the County from DFM unless expressly modified or supplemented by the DFM Software Addendum.

3.1 DFM Software Addendum. DFM agrees to lease to the County, on a non-exclusive basis, the DFM Software identified on a DFM Software Addendum. The Specified DFM Software and all prices and payment terms with respect thereto shall be set forth on the DFM Software Addendum except to the extent any such provisions are covered by Article 3 or elsewhere in this Agreement. The County shall have no right to use any DFM Software unless and until the DFM Software Addendum has been signed on behalf of the County and DFM, and then, in such event, the County's rights are limited to the use and/or lease of the Specified DFM Software on the terms set forth herein and therein. The County's rights to use any Specified DFM Software are governed and restricted by the terms of this Agreement.

3.2 Installation of the Specified DFM Software. On or before the installation date set forth on the DFM Software Addendum, or as soon thereafter as is reasonably practicable, DFM shall install the DFM Software. The DFM Software shall be deemed to have been installed when the County is able to log into the EIMS and perform maintenance and look-up functions on its core databases.

3.3 Initial Installation Fee. The initial installation fee for any Specified DFM Software will be set forth on the DFM Software Addendum. The County agrees to pay the initial installation fee to DFM upon installation of the Specified DFM Software.

3.4 Monthly Fee. The initial Monthly Fee for the right to use any Specified DFM Software will be set forth on the DFM Software Addendum applicable thereto. As consideration for the non-exclusive right to use the Specified DFM Software, the County agrees to pay DFM the Monthly Fee within thirty (30) days after receipt of a correct invoice. Unless otherwise provided on the DFM Software Addendum, the Monthly Fee for the first full month of any Lease Term shall be paid at the time any Specified DFM Software has been installed. If any rental payment date falls on a day of the month other than the first day of such month, or if any rental payment is for a period which is shorter than one month, the rental for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to one-thirtieth (1/30) of the then current Monthly Fee. DFM reserves the right to increase the Monthly Fee, by an amount not to exceed seven percent (7%) per

annum, as of July 1st of each year of the Lease Term upon ninety (90) days prior written notice to the County.

3.5 Right to Use the Specified DFM Software. DFM grants to the County the nonexclusive right to lease and use the Specified DFM Software on the terms and subject to the conditions set forth in this Agreement. The County's right to use and lease any Specified DFM Software specifically excludes the right to sublicense, assign, sublease or otherwise transfer the Specified DFM Software and/or any of the County's rights hereunder or therein.

3.6 DFM Software Releases. DFM shall provide the County with all Software Releases for the Specified DFM Software within one hundred twenty (120) days after the new Software Release becomes generally available to other DFM customers. The cost of the Software Releases is included in the Monthly Fee. Installation of the DFM Software Releases will be coordinated by DFM and a designated representative of the County.

3.7 Authorized Maintenance. All Software Maintenance, Software Enhancements and Software Releases shall be provided and installed by employees or authorized agents of DFM.

3.8 Post Installation Services. DFM agrees to provide the County with post-installation services as follows:

(a) DFM agrees to provide maintenance of the Specified DFM Software to correct program errors and to use good faith reasonable efforts to correct compatibility problems among such Computer Hardware, Specified DFM Third Party Software and the Specified DFM Software, the cost of which is included in the Monthly Fee for such Specified DFM Software; and

(b) DFM agrees to provide Software Releases covering applicable legislative changes and enactment of new laws applicable to such Specified DFM Software, the cost of which is included in the Monthly Fee.

3.9 Training. DFM agrees to provide the County with the following training services with respect to any Specified DFM Software:

(a) DFM will establish, with the help of a designated representative of the County, which users will participate in training and on which subsystems.

(b) DFM will develop a training schedule with sufficient training to allow the department or agency of the County which will have primary responsibility for using the Specified DFM Software to operate it.

(c) DFM will conduct the actual training sessions, including "hands on" and formal classroom training, with the initial training to be on-site at the County's facilities.

User training costs for any Specified DFM Software are included in the Initial Installation Fee and the Monthly Fee. There are no additional costs for training. As subsystems of any Specified DFM Software are enhanced or changed to conform to new requirement, users will be provided training with respect thereto on an on-going basis. Training with respect to enhanced or changed subsystems can be on-site or regional, depending on the material and individual needs of the users.

3.10 Limitation on DFM's Obligations. Notwithstanding any other provision of this Agreement to the contrary, DFM has no duty or obligation to perform any Software Maintenance or to provide the County with any Software Enhancements or Releases, or to provide any training to the County with respect to any Specified DFM Software if the County fails or refuses to utilize the most current revision of the Specified Operating System Software required by DFM; provided, however, in any event, DFM shall give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the County is then using, and DFM shall consult with the County's user group regarding the scheduling of such changes.

ARTICLE 4. CONSULTING SERVICES

DFM agrees to provide the County with any Specified Consulting Services which are identified on the Consulting Services Addendum, including, without limitation, enhancement and modification programming for the County to meet any unique requirements of the County, subject to availability of DFM technical personnel and agreement regarding a mutually acceptable hourly rate for DFM's technical personnel. All terms and pricing for the Specified Consulting Services, including the nature of the Specified Consulting Service, hourly rate(s) charged by DFM therefore, the payment terms and any other applicable terms and conditions related thereto, will be set forth on the Consulting Services Addendum.

ARTICLE 5. OBLIGATIONS AND RESPONSIBILITIES OF THE COUNTY

5.1 Access to Facilities. The County shall provide DFM and its employees and authorized agents access to the County's facilities, including the Computer Hardware, and shall provide them with adequate facilities (including a desk, work area and computer), to enable DFM to perform its obligations under this Agreement in an effective, efficient and professional manner. Access shall be provided during the County's usual business hours upon reasonable prior notice except in the case of an emergency when access shall be provided as soon as is reasonably practicable.

5.2 Commercial Access. The County shall limit the commercial access to or use of any Specified DFM Software without the prior written approval of DFM, which approval may be conditioned by DFM upon receipt of an acceptable sublicense agreement between the County and the proposed commercial user and the payment to DFM by the County of a reasonable additional license and/or use fee with respect thereto. The County's obligation to limit commercial access or use is expressly restricted to those situations in which the County has actual knowledge of such commercial access or use and the County is not expressly precluded or prohibited by law from enforcing the provisions of this Section 5.2. For purposes hereof, the term "commercial access" means any access to or use of any Specified DFM Software other than (i) by the County for its own internal use in order to fulfill its duties, or (ii) by any person for its non-commercial private use; and "non-commercial private use" means any use or access by such person who is physically present at any County premises for which no consideration is paid, charged or received by the County. It is contemplated that a business which sells or uses the County's Data (as that term is defined in Section 5.4 below) in a commercial enterprise, such as a title company, can be included in the exception described in clause (ii) above to the extent it is physically present at the County's facilities when it is accessing or using the Specified DFM Software to examine the County's Data and/or to update its own data base. The term "physically present" is meant in its literal sense and it is not intended to cover or include off-site access of any kind, including without limitation, off-site access using modems and other communications equipment.

5.3 Specified Operating System Software. The County shall be solely responsible for, and shall pay all costs and expenses associated with, the purchase or license of, and the installation and maintenance of, the appropriate version of the Specified Operating System Software required by DFM at any time or from time to time. The County acknowledges and understands that upgrading of Computer Hardware and of the Specified Operating System Software and any other applications software used in conjunction with the DFM Software will be required from time to time; provided, however, in any event, DFM shall give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the

County is then using, and DFM shall consult with the County's user group regarding the scheduling of such changes.

5.4 Responsibility for the County's Data. At all times during the term of this Agreement, the County shall retain all ownership rights in the County's Data (as that term is defined below). In addition, notwithstanding any use by the County of any DFM Software in connection therewith, the County shall be solely responsible and accountable for the accuracy and completeness of, all data and information stored by it in any database in any format (hereafter referred to as the "County's Data"), and for any use, publication or other dissemination of the County's Data. If the County uses, publishes or otherwise disseminates, or otherwise allows any access to, any portion of the County's Data, whether before or after it has been manipulated by the DFM Software, and whether or not it is a commercial or non-commercial use, by doing so the County is representing to DFM that it has accepted, ratified and approved the accuracy and completeness of the County's Data and accepts full responsibility for it. The County hereby agrees to indemnify, defend, protect and hold DFM harmless from and against any claims, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and costs, which DFM may incur or suffer arising out of the accuracy or inaccuracy of (which includes omissions to) the County's Data, including, without limitation, claims of any third party who accesses the County's Data using the DFM Software.

ARTICLE 6. PROPRIETARY ASPECTS OF THE DFM SOFTWARE; CONFIDENTIALITY COVENANTS

6.1 Protection of Confidentiality of DFM Software. DFM has taken reasonable security measures to protect the secrecy and confidentiality of the DFM Software. All employees of DFM and other persons who have designed, developed or programmed all or any portion of the DFM Software, or any software included therein, or who otherwise have knowledge of or access thereto, have been adequately notified that the DFM Software is proprietary to DFM and is not to be divulged, used or exploited except as expressly authorized by DFM in writing.

6.2 Confidentiality Covenants of the County. The County acknowledges and agrees that the DFM Software, and all constituent parts thereof, is valuable only as long as it remains secret and confidential. Accordingly, the County agrees to take all steps reasonably necessary to protect and maintain the confidentiality of all DFM Software and to prevent it from entering the public domain or falling into the hands of others not bound by this Agreement. In furtherance hereof, the County agrees as follows:

(a) The County shall use its good faith reasonable efforts to restrict access to any Computer Hardware running or capable of accessing the DFM Software, and to the DFM Software itself, to prevent unauthorized personnel from acquiring significant or confidential information concerning the DFM Software.

(b) To the extent reasonably practicable, the County shall require all persons who will have access to any DFM Software, to sign on an annual basis a confidentiality agreement, in a form provided by DFM which is acceptable to the County.

(c) The County shall not duplicate or reproduce (except to the extent reasonably required to back-up the Specified DFM Software in the ordinary course of business), in any manner, any DFM Software, or any component or constituent parts thereof, and agrees not to disseminate, display or use any DFM Software, or any component or constituent parts thereof, of any information or material concerning any DFM Software, except as is reasonably necessary for the County to perform its functions using any Specified DFM Software and to comply with the terms of this Agreement.

(d) The County shall notify DFM immediately of any and all unauthorized disclosures, or any suspected unauthorized disclosures of any DFM Software.

6.3 Binding Effect. Notwithstanding the fact that certain employees, agents, contractors, subcontractors or licensees of the County are not parties to this Agreement, the terms and provisions of this Article 6 shall be binding upon the County and all of its officers, employees, agents, contractors, subcontractors and licensees.

6.4 Discovery of Specified DFM Software by Legal Process. If at any time, a party to any litigation involving the processes, function or departments of the County which uses any Specified DFM Software, seeks by way of litigation or legal process to discover information in any way related to any Specified DFM Software, or requires the production of any Specified DFM Software, or any component or constituent part thereof, the County shall promptly notify DFM of such matter as soon as the complaint, subpoena or discovery request has been served on the County or its lawyers, but in no event later than ten (10) days after service thereof. Prior to the time specified in the legal document, court order, subpoena or moving papers for the disclosure of information relating to, or the delivery of all or any portion of any Specified DFM Software, the County shall cooperate with DFM so as to maintain, to the maximum extent reasonably practicable and permitted by law, the confidentiality and secrecy of all Specified DFM Software and to request, if requested by DFM, a protective order of the court or legal forum to avoid further disclosure or divulgence of any matters relating to any Specified DFM Software and to assure the continued protection

of the confidentiality thereof. However, such action is to occur only in the event that DFM is unable to make timely intervention into said legal action or proceeding. DFM shall reimburse the County for all reasonable legal fees and expenses which it incurs resulting from actions it has taken pursuant to this Section.

ARTICLE 7. WARRANTIES AND LIMITATIONS

7.1 Limited Warranty Specified DFM Software. DFM warrants, for the sole benefit of the County and no other person or entity, that the Specified DFM Software shall be capable of performing the core functions set forth on the DFM Software Addendum related thereto, subject to the limitations set forth in Section 7.2 below and on the Specified DFM Software Addendum. This is DFM's sole express warranty with respect to any Specified DFM Software. Any claim by the County against DFM for breach of its express warranty must be in writing and must be promptly delivered by the County to DFM. In the event of any breach of DFM's express warranty, the County's sole and exclusive remedy against DFM, and DFM's sole and exclusive liability to the County, shall be that DFM, at its sole cost and expense, shall exercise good faith (for all purposes of this Agreement, the term "good faith" shall have the same meaning as that term is defined and used in California Commercial Code Section 2103(1)(b)) reasonable efforts to provide adequate programming services to correct such inherent defect, as DFM and the County deem necessary or appropriate. Warranty service performed in accordance with this Section shall be performed during normal weekday business hours, excluding DFM holidays. With respect to any reported errors that result or will result in significant interruption of the County's productivity or down time ("Business Impacting Failures"), DFM shall use its best efforts to begin error correction procedures within twenty-four (24) hours after receipt of such report. With respect to any reported errors that do not constitute Business Impacting Failures, DFM shall use its good faith reasonable efforts to begin error correction procedures no later than seventy-two (72) hours after receipt of such report. DFM's sole and exclusive obligation under the foregoing warranty shall be to exercise its good faith reasonable efforts to implement appropriate error corrections in response to notices from the County of such errors. In the event DFM does not remedy the Business Impacting Failures within 30 days of notification by the County, County may terminate lease payments and cease utilizing software. The County may elect to continue lease payments and utilize a sixty-day transition period as conditioned in Article 10.4.

7.2 Warranty Limitations Specified DFM Software. Notwithstanding the warranty provisions set forth in Section 7.1 above, all of DFM's obligations with respect to such warranties shall be contingent upon the County's use of the Specified DFM Software in

accordance with this Agreement and in accordance with instructions provided by DFM from time to time, including those set forth in the Manuals, as the same may be amended, supplemented or modified from time to time. DFM shall have no warranty obligation:

(a) With respect to any portion of the Specified DFM Software which has been:

(i) Operated by the County or its employees, agents, contractors, subcontractors or licensees in a manner inconsistent with the requirements set forth in the Manuals or elsewhere, or that has been modified by any party other than DFM;

(ii) Damaged in any manner by any cause other than any act or omission of DFM;

(iii) Operated or maintained in environmental conditions outside the parameters designated by DFM in the Manuals or elsewhere;

(iv) Subjected to extreme power surges or electromagnetic field(s);

(v) Reinstalled without the prior written consent of DFM; or

(vi) Determined by DFM to have an error or defect, which fact is conveyed to the County together with supplemental instructions on how to avoid or circumvent the error or defect, and the County fails or refuses to follow the supplemental instructions.

(b) As a result of or in any way connected with any error or defect in the Specified Operating System Software and/or any application software provided by any Third Party Software Vendor; provided, however, in such event, DFM will use its good faith reasonable efforts to resolve the problem to the extent that a resolution is reasonably available by reprogramming the DFM Software;

(c) As a result of or in any way connected with the County's failure or refusal to use the Specified Operating System Software or to upgrade its Computer Hardware as requested by DFM; or

(d) As a result of or in any connected with any of the County's Data.

7.3 Disclaimer of Warranties Specified DFM Software. DFM DOES NOT REPRESENT OR WARRANT THAT THE SPECIFIED DFM SOFTWARE WILL BE FREE FROM ERRORS OR THAT ALL ERRORS IN ANY SPECIFIED DFM SOFTWARE WILL BE CORRECTED. THE WARRANTY STATED IN SECTION 7.1 IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY DFM. THERE ARE NO OTHER WARRANTIES RESPECTING THE SPECIFIED DFM SOFTWARE,

EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF DFM HAS BEEN INFORMED OR IS OTHERWISE MADE AWARE OF SUCH PURPOSE. NO AGENT OF DFM IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DFM SET FORTH IN THIS ARTICLE 7.

7.4 Limitation on Liability and Remedy Specified DFM Software. THE COUNTY ACKNOWLEDGES THE COMPLEXITY AND INTERRELATIONSHIPS OF EACH OF THE COMPONENT AND CONSTITUENT PARTS COMPRISING ANY SPECIFIED DFM SOFTWARE. THE COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT THE MONTHLY FEE WHICH DFM IS CHARGING FOR ANY SPECIFIED DFM SOFTWARE DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY DFM OF THE RISK OF THE COUNTY'S INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE COUNTY'S USE OF ANY SPECIFIED DFM SOFTWARE. ACCORDINGLY, THE COUNTY AGREES THAT DFM SHALL NOT BE RESPONSIBLE TO THE COUNTY, OR ANY DEPARTMENT, AGENCY OR SUBDIVISION THEREOF, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING, LEASING OR USE OF ANY SPECIFIED DFM SOFTWARE; PROVIDED HOWEVER THAT DFM SHALL BE RESPONSIBLE FOR SUCH INCIDENTAL (BUT NOT CONSEQUENTIAL) COSTS AND EXPENSES ARISING IN CONNECTION WITH ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS AS SET FORTH IN ARTICLE 8 BELOW.

7.5 Warranty and Limitations Computer Hardware. ALL ITEMS OF TANGIBLE PERSONAL PROPERTY, INCLUDING ANY COMPUTER HARDWARE WHICH ARE RESOLD BY DFM TO THE COUNTY, ARE SOLD "AS IS" AND "WITH ALL FAULTS"; PROVIDED, HOWEVER, DFM HEREBY ASSIGNS TO THE COUNTY ALL OF ITS RIGHTS UNDER ANY WARRANTIES IT RECEIVES FROM THE COMPUTER HARDWARE VENDOR. DFM MAKES NO REPRESENTATION OR WARRANTY AS TO THE TYPE, NATURE OR KIND OF WARRANTY, IF ANY, FROM THE COMPUTER HARDWARE VENDOR. EXCEPT AS SET FORTH IN THIS SECTION 7.5, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR OBLIGATIONS OF DFM WITH RESPECT TO THE COMPUTER HARDWARE AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF DFM HAS BEEN INFORMED OR IS OTHERWISE MADE AWARE OF SUCH PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED. NO AGENT OF DFM IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DFM SET FORTH IN THIS ARTICLE 7. THE COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT ANY MARK-UP OR COMMISSION WHICH DFM RECEIVES IN CONNECTION WITH THE SALE OF THE COMPUTER HARDWARE DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY DFM OF THE RISK OF THE COUNTY'S INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE COUNTY'S USE OF THE COMPUTER HARDWARE. ACCORDINGLY, THE COUNTY AGREES THAT DFM SHALL NOT BE RESPONSIBLE TO THE COUNTY, OR ANY DEPARTMENT, AGENCY OR

SUBDIVISION THEREOF, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PURCHASE OR USE OF ANY COMPUTER HARDWARE.

ARTICLE 8. HOLD HARMLESS _ COPYRIGHTS, PATENTS AND LICENSES

8.1 Indemnification by DFM. DFM, at its own expense, shall indemnify, defend, protect and hold the County harmless against any claim which may be brought against the County or its officers, agents or employees, to the extent that it is based on a claim that the County's use of the Specified DFM Software pursuant to this Agreement, or any of its components or constituent parts leased or licensed hereunder, infringes any patent, copyright, license or trade secret of any third party, and in such event, DFM shall pay all of those costs and damages, including expenses and reasonable attorneys' fees, finally awarded against the County or any of its officers, agents or employees attributable to such claim. To the extent allowed by law, control of the defense, including all negotiations and discussions regarding compromise and settlement, shall be vested in DFM, but shall be with the advice and consent of the County. The obligations of DFM set forth in this Section are conditional upon compliance by the County with all of the provisions set forth in Sections 8.2 through 8.3 below.

8.2 Notice of Claims. The County covenants and agrees to provide DFM with written notice of any actual, threatened or potential infringement claim within thirty (30) days of notice thereof by or to the County.

8.3 Remedial Action. If, in the opinion of DFM, the Specified DFM Software or any of its components leased to the County is likely to or has become the subject of a claim of infringement of patents, copyrights, licenses or trade secrets of any third party, then, without diminishing DFM's obligations to satisfy the final award, DFM may, at its option and expense, either (i) obtain the right for the County to continue to use the Specified DFM Software and its components leased hereunder, or (ii) substitute for the allegedly infringing components other equally suitable components mutually satisfactory to the County and DFM.

ARTICLE 9. TERM

The initial Lease Term for any Specified DFM Software or any Specified Consulting Service shall be set forth on the Addendum applicable thereto. After the expiration of the initial term, this Agreement shall automatically continue with respect to such Specified DFM

Software or such Specified Consulting Service on a year to year basis, unless either party gives the other written notice, at least ninety (90) days prior to the expiration of the term, of its decision not to renew the term hereof with respect to such Specified DFM Software or such Specified Consulting Service, in which case the term as it relates to such Specified Consulting Service and/or such Specified DFM Software shall terminate on the June 30th at the expiration of its term. Continuance of the term of this agreement may include a negotiated increase in the Monthly Fee.

ARTICLE 10. RIGHT TO TERMINATE OR SUSPEND PERFORMANCE; BREACHES

10.1 Non-Appropriation of Funds. The continuation of this Agreement, as it relates to any Specified Consulting Service or to any Specified DFM Software after June 30th of the County's fiscal year, is subject to appropriation by the County's Board of Supervisors for the necessary funding hereof. In the event of non-appropriation of funds for the Monthly Fee, or any other consideration payable to DFM hereunder, this Agreement will automatically and immediately terminate on June 30th of the then-current County fiscal year end as to any Specified Consulting Service and the Specified DFM Software for which no appropriation was approved. However, in no event shall this Agreement be terminated, as provided in this Section, for the purpose of replacing any Specified Consulting Service and/or any Specified DFM Software. Any attempt by the County to replace any Specified Consulting Service and/or any Specified DFM Software prior to the expiration of the term set forth in the Addendum applicable thereto, shall be deemed to be a material breach by the County of this Agreement and the damages to which DFM will be entitled as a result thereof shall assume, for these purposes, that the County had fully appropriated all funds for the particular Consulting Service and/or the Specified DFM Software for the full term set forth in the Addenda related thereto. Any permissible termination of this Agreement pursuant to this Section shall not relieve the County of its obligations set forth in Article 6 above.

10.2 County Breaches. For purposes of this Agreement, the term "County Breach" or "County Breaches" means any one or more of the following events, acts or occurrences:

(a) Any breach by the County, or any of its officers, employees, agents, contractors, subcontractors or licensees, of any of the provisions of Article 6; provided, however, instead of terminating the Agreement, DFM, in its sole and absolute discretion, may give notice to the County of the breach, demanding adequate assurances from the County that it will protect the proprietary interest of DFM and remedy all prior breaches. In the event that the County fails to provide such adequate assurances and to remedy such

breaches within seventy-two (72) hours of receipt of the notice (Suspense Period”), the Agreement will automatically terminate as if no demand for adequate assurances had been made. For purposes of this Section, the parties agree that the Suspense Period is reasonable based on the proprietary interest to be protected by DFM and the interest of the County to continue the right to use any Specified DFM Software.

(b) Any modification of any DFM Software which is accomplished or undertaken by the County, its employees, or its authorized agents subject to this Agreement other than DFM or its employees or authorized agents, shall give DFM the right to terminate the Agreement, or any portion thereof related to the Specified DFM Software which was subject to the unauthorized modification.

(c) Any breach by the County of any of its monetary obligations to DFM, in which event DFM shall have the right, at any time after thirty (30) days prior written notice, to suspend its performance under this Agreement and, if the County Breach continues for an additional thirty (30) days, then DFM may, at its option, terminate the Agreement, or any portion thereof related to the Specified Consulting Service or Specified DFM Software which was involved in such breach.

(d) Any material breach by the County of any of its other obligations under this Agreement (other than those obligations described in subparagraphs (a) through (c) above), which continues for a period of thirty (30) days after written notice thereof from DFM specifying the nature of the breach and the curative action, if any, which must be taken, in which event the provisions of Section 10.4 shall become applicable at the expiration of the thirty (30) day period if the breach has not been fully cured at that time.

Subject to the provisions of Section 10.4 below, the remedies in favor of DFM set forth in this Section 10.2 are not exclusive and DFM shall have the right to pursue any other remedy to which it may be entitled.

10.3 Debilitating Event. Any of the following events, which occurs with respect to DFM, shall be deemed to be a “Debilitating Event” and shall cause this Agreement to be modified immediately upon notice to the County of such Debilitating Event and shall cause the Agreement to terminate automatically two hundred forty (240) days thereafter:

(a) Any assignment by DFM for the benefit of its creditors; or the entry of a court order appointing a receiver or trustee for all or substantially all of DFM’s assets or properties, which order shall not be vacated, set aside or stayed within sixty (60) days from the day of entry of said court order; or the filing by DFM of a petition in bankruptcy or the

commencement of any similar proceeding under any law for the relief of debtors by or against DFM; or

(b) Any permanent cessation by DFM of its business, which is not succeeded to by a successor in interest; or

(c) Any voluntary termination or dissolution of DFM pursuant to which the rights of DFM under this Agreement have not been transferred to a successor in interest.

10.4 Transition Period. For purposes of this Agreement, the term "Transition Period" shall mean the sixty (60) day period immediately following the occurrence of a County Breach other than a County Breach related to the payment of money to DFM, or two hundred forty (240) days following the occurrence of a Debilitating Event, whichever is applicable. This Agreement shall continue, and all obligations of the parties hereunder shall remain, in full force and effect during the Transition Period subject only to legal impairments on the ability of DFM to perform if the Transition Period arises as a result of a Debilitating Event. Provided, however, in no event shall the Transition Period extend beyond the expiration of the term of this Agreement. The obligations of the County set forth in this Agreement shall continue, to the extent applicable, notwithstanding the termination of this Agreement.

10.5 Obligations of the County At Expiration of Transition Period.

(a) Immediately upon the termination of this Agreement, the County shall return to DFM any and all tangible manifestations of any DFM Software previously delivered by DFM to the County, and any copies, duplicates or reproductions thereof, whether authorized or not.

(b) In the event of the occurrence of a Debilitating Event, the County shall be permitted to continue to use any Specified DFM Software during the Transition Period; provided, however, DFM will not provide any Software Maintenance, Software Enhancements or Software Releases during such period of time; and, provided, further, the obligation of the County to pay the Monthly Fee shall be reduced to an amount equal to eighty percent (80%) of the applicable Monthly Fee which would otherwise be applicable during such period.

10.6 Option to Purchase the Specified DFM Software. In the event of the termination of this Agreement as related to any Specified DFM Software, where such termination is as the result of a Debilitating Event, but only in such event, the County shall have the right and option to purchase the copy of the Specified DFM Software (including a

copy of the source code) which it has installed on its Computer Hardware ("Software Purchase Option") on the terms and subject to the conditions set forth in this Section:

(a) In order to exercise its option pursuant to this Section, the County must deliver to DFM written notice ("Option Notice") of its intent to exercise the Software Purchase Option, specifying the Specified DFM Software which it desires to purchase, and it must deliver the Option Notice to DFM prior to the expiration of the Transition Period.

(b) The Purchase Price (as that term is defined below) is payable in cash in full not later than thirty (30) days after receipt by DFM of the Option Notice.

(c) The Purchase Price shall be equal to sixty (60) times the then applicable Monthly Fee for the Specified DFM Software which is the subject of the Software Purchase Option if the termination is during the first year after the commencement of the initial term of this Agreement as it is related to such Specified DFM Software, forty-eight (48) times the then applicable Monthly Fee if the termination is during the second year of the initial term, and thirty-six (36) times the then applicable Monthly Fee if the termination is at any other time.

(d) The Software Purchase Option is personal to the County and may not be sold or assigned. Strict compliance by the County with all of the provisions of this Section is required. Failure to strictly comply with the time frames shall cause the Software Purchase Option to terminate.

ARTICLE 11. NO JOINT VENTURE

Nothing contained in this Agreement, or in any Addenda, shall be deemed or construed as creating a joint venture or partnership between the parties. Except as expressly set forth herein, no party by virtue of this Agreement or any Addenda is authorized as an agent, employee or legal representative of any other party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

ARTICLE 12. INJUNCTIVE RELIEF

Notwithstanding any provision of this Agreement or of any Addenda to the contrary, either party shall have the right to seek and obtain injunctive relief against the other party

from any judicial or administrative authority having jurisdiction, including any municipal or superior court of the State of California or any federal district court.

**ARTICLE 13.
MISCELLANEOUS PROVISIONS**

13.1 Permits and Licenses. DFM and all of its employees and agents shall secure and maintain in force such license and permits as are required of DFM by law in connection the furnishing of equipment, materials or services necessary for DFM's performance under this Agreement.

13.2 Notices. All notices, requests, demands and other communications required or contemplated hereunder shall be in writing, shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed to have been given upon the earlier of (a) the date of personal delivery to the person to receive such notice at the address indicated below or (b) if mailed to the person to receive such notice at the address indicated below, four (4) business days after the date of posting by the United States Post Office as evidenced by the execution of the return receipt. The parties addresses, for all purposes hereof, are as follows:

If to DFM: DFM Associates
 10 Chrysler
 Irvine, California 92618
 Attn: Thomas G. Diebolt, President

If to the County: _____

Notice of change of address shall be given by written notice but shall not be deemed effective until it has been given in the manner detailed in this Section.

13.3 Not used.

13.4 Not used.

13.5 Assignment. The County and DFM shall not be entitled to assign this Agreement or any of its rights or interest in this Agreement, including any rights or interests

in any Addenda. This Agreement contemplates a license between DFM and the County without any right to license, sublicense, assign or sublease. Except as provided herein, this Agreement shall be binding upon the parties hereto and their respective successors and assigns.

13.6 Captions. The captions of the sections and subsections of this Agreement are included for reference purposes only and are not intended to be a part of this Agreement or in any way to define, limit or describe the scope or intent of the particular provision to which they refer.

13.7 Gender; Singular and Plural Number. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership or other legal entity when the context so requires. Also, the singular shall include the plural number where the context so requires and visa versa.

13.8 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. In the event of any ambiguity in or dispute regarding the interpretation of this Agreement, or any provision hereof, the interpretation of this Agreement shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the party who is the draftsman of this Agreement.

13.9 Partial Invalidity and Severability. If any provision of this Agreement shall be held or deemed to be, or shall, in fact, be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever; provided, however, if any provision of this Agreement relating to the payment of monies to DFM or any provision of Articles 6, 7, 11 or 13 is found to be inoperative or unenforceable for any reason, then in such event, such provision shall not be severed from or read out of this Agreement. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Agreement shall not affect the remaining portions thereof except as provided in the preceding sentence.

13.10 Further Assurances. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other party, to better evidence and reflect the transactions described in and contemplated by this Agreement, and to carry into effect the intents and purposes of this Agreement.

13.11 No Implied Waivers. The failure of either party at any time or from time to time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any later time nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of such provision.

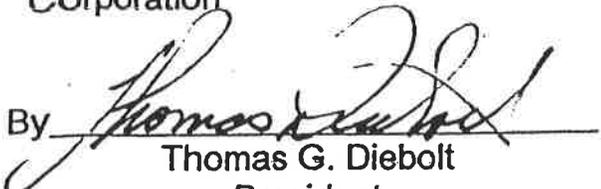
13.12 Applicable Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws, and not the laws pertaining to conflicts or choice of laws, of the State of California applicable to agreements made and to be performed wholly within the State of California.

13.13 Counterparts. This Agreement and any Addenda may be executed simultaneously in one or more counterparts, each of which together shall constitute one and the same instrument.

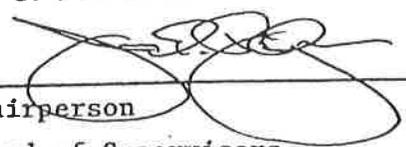
13.14 Entire Agreement; Amendment. This Agreement and all Addenda incorporated herein, and all other agreements, documents or writings required to be delivered in connection herewith, contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. No addition, modification or amendment of or to any term or provision of this Agreement, or to this Agreement as a whole, shall be effective unless set forth in writing and signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above mentioned.

DFM ASSOCIATES, a California Corporation

By 
Thomas G. Diebolt
President

COUNTY OF INYO, a political subdivision of the State of California

By 
Chairperson
Its Board of Supervisors

EIMS™ for Windows SOFTWARE ADDENDUM

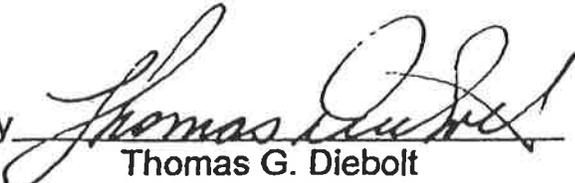
WHEN SIGNED ON BEHALF OF THE COUNTY AND DFM
THIS ADDENDUM SHALL BECOME A PART OF THAT
CERTAIN MASTER AGREEMENT, DATED AS OF _____, 2007
("MASTER AGREEMENT")

EIMS™ is an acronym for Election Information Management System and means the computer software designed by DFM for use in the various processes used to register and manage voters, election officials and polling places as well as the election process itself. EIMS™ includes the EIMS™ Software, the EIMS™ Subsystems, any EIMS™ Enhancement and any EIMS™ Software Releases. EIMS™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

- 10 Core Function: The core function of the EIMS™ is to gather and maintain data for use in the process of registering voters and the processing of elections. The ability of the EIMS™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.
- 20 Description of EIMS™: EIMS™ is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.
- 30 Installation: The DFM Software shall be deemed to have been installed when the County is able to perform daily routine maintenance of the Voter File, the Precinct District File and the Street Guide.
- 40 Initial Installation and Data Conversion Fee: \$20,000.
- 41 LeadTools Image License: \$600.
- 50 Initial Monthly Fee: \$1000.00.
- 60 Initial Lease Term: Sixty (60) months from the installation of the EIMS™ and continuing thereafter until the next following June 30th (subject to extension as provided in Article 9 of the Master Agreement).

70 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

DFM ASSOCIATES, a California Corporation

By 
Thomas G. Diebolt
President

COUNTY OF INYO, a political subdivision of the State of California

By 
Chairperson
Its Baord of Supervisors

EXHIBIT A

EIMS® for Windows includes the following functional Modules:

Precinct/District

Create and maintain precincts, districts and the relationship between those entities.

Street Guide

Create and maintain street segments and their relationship to precincts.

Office/Incumbent

Create and maintain office types, office definitions, and incumbent data.

Voters

Create and maintain voter registration records. Allows for maintaining active, canceled and inactive voter records. Provides duplicate checking, customer tape generation, and other reporting features.

Affidavit Tracking

Maintains records of affidavits provided to third parties and tracks those subsequently returned.

Officers/Polling Places

Maintain records of polling places, election officers and election night workers.

Maintain history.

Election Workspace

Manage Election definitions including contests, candidates and measures. Provides Ballot typing, consolidation, election officer and polling place management for the election. Produce election related mailings and reports. Manage Absentee/Mailed ballot voters.

Petition Checking

Manage petition information, define new petitions, select random sample, provides system directed signature checking.

Resources

Manage county specific information and options.

INYO COUNTY VOTER REGISTRATION SYSTEM DATABASE PROJECT STATEMENT OF WORK

The specific objective for DFM and Inyo County is to replace the current software application currently in use in Inyo County with the software from DFM Associates.

The project will be in full production by June 30, 2007. DFM will assist Inyo County with the following high-level functional components:

- Initial rollout of the computer hardware and software infrastructure deliverable to the Inyo County Clerk's Office.
- Installation of the DFM software application onto the hardware.
- Data conversion of existing Inyo County Voter Registration data into the new database architecture of the DFM application. This consists of both data and images (of scanned documents or signatures if any).
- Training of Inyo County staff in the use of the new software.

Deliverables (Inyo County)

Inyo County is responsible for the following deliverables and will work in conjunction with DFM on feedback where appropriate:

- Inyo County will ensure that the appropriate staff and resources are assigned and available to the project. These include, but are not limited to, elections personnel, technical support specialist, network administrators, and management as needed.
- Inyo County will ensure that the data that is provided to the Contractor is sufficient for conversion needs.
- Inyo County will be responsible for the installation of network infrastructure.
- Inyo County will be responsible for providing an appropriate location for the hardware and appropriate power/network connections and access.
- Inyo County will be responsible for receiving the hardware inspecting the shipment and documenting any damaged containers along with the shipping company's agent/driver.
- Inyo County will be responsible for all equipment storage in a safe and secure location until DFM Associates personnel arrive on-site to install the hardware
- Inyo County will be responsible for forwarding copies of the packing lists of each shipment as they arrive to DFM.

Deliverables (DFM)

DFM is responsible for the following deliverables and will work in conjunction with Inyo County on input and feedback where appropriate:

- DFM will be responsible for mitigating risk.
- DFM will be responsible for data conversion from the current system.
- DFM will be responsible for installing the server hardware in county specified location.
- DFM will be responsible for server and application software installation onto hardware.
- DFM will be responsible for ensuring all scanners and printers work with the installed application.
- DFM will be responsible for integration testing including installation of the application on a new set of hardware, functional testing.
- DFM will be responsible for the providing training to elections personnel.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
Agenda Number:
 18

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

FROM: Kammi Foote, Clerk-Recorder and Registrar of Voters

FOR THE BOARD MEETING OF: August 5, 2014

SUBJECT: Approval payment to ProDocument Solutions Inc. in the amount of \$13,972.17

DEPARTMENTAL RECOMMENDATION:

Request Board approve payment to ProDocumentSolutions Inc. in amount of \$13,972.17.

SUMMARY DISCUSSION:

On February 28, 2014, ProDocumentSolutions Inc. provided the Inyo County Elections department with a quote for estimated printing costs in the amount of \$7,600.00 for the June 3, 2014 Direct Primary Election. Historically costs for these materials have exceeded \$10,000, and were pre-authorized for payment by the Board of Supervisors. Due to the low bid amount, and in accordance with the Inyo County purchasing policy, the Inyo County Elections department and the Purchasing agent co-authorized pre-payment of \$3,800 to obtain a 2% discount. With the final bill exceeding \$10,000, this request is now being brought before the Board for authorization of payment. Although the final billing exceeded the initial estimate, total printing costs for this election are down \$8,754.12

ALTERNATIVES:

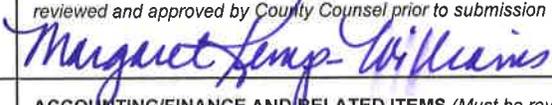
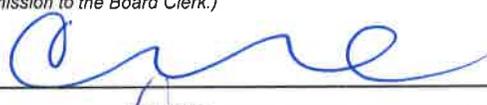
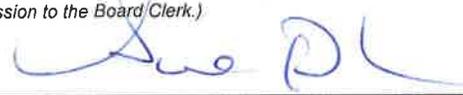
The Board can deny authorization to pay the amount due

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Necessary funds for payment are available in the elections budget (0110005316)

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <input checked="" type="checkbox"/> Date: 7/2/2014
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <input checked="" type="checkbox"/> Date: 7/15/14
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <input checked="" type="checkbox"/> Date: 7/17/14

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)  Date: 7/21/2014



A Division of ProDocumentSolutions, Inc.

Date:	5/20/2014
Invoice No:	61254
Terms:	Net 30
Customer PO:	
Job No:	E1838
Salesperson:	Chuck Rivera

90 West Poplar Avenue, Porterville CA 93257

Bill To:

Inyo County
Attn: Kammi Foote
P.O Drawer F
Independence, CA 93526-0606

Ship To:

QUANTITY	DESCRIPTION	UNIT PRICE	EXT. PRICE
	PRIMARY ELECTION - JUNE 3, 2014		
	Official Optech Ballots		\$4,567.00
	Premarked Test Decks		\$115.32
	Instruction Sheets		\$1,071.00
	Sample Ballot Booklets		\$6,025.79
	Precinct Sets		\$1,404.00
	Spanish Translations		\$508.90
	Envelopes		\$2,370.00
	2% Discount		(\$321.24)
	REVISED		
	SUBTOTAL		\$15,740.77
	TAX		\$1,259.26
	FREIGHT		\$772.14
	PREPAYMENT		(\$3,800.00)
	TOTAL DUE		\$13,972.17

REMIT TO:

ProDocumentSolutions, Inc
1760 Commerce Way
Paso Robles, CA 93446



90 West Poplar Avenue, Porterville, CA 93257
 Phone 559 719-2136
 Fax 559 719-2111

MAY 2014

ATTACHMENT TO INVOICE - COST BREAKDOWN

JOB NOS. E183801; E183802; E183807; E183810; E183811; E183813;

**BILL TO: INYO COUNTY CLERK RECORDER
 P. O. DRAWER F
 INDEPENDENCE, CA 93526-0606
 Attn: Kammi Foote**

**STATEWIDE DIRECT PRIMARY ELECTION
 June 3, 2014**

11,650 OFFICIAL OPTECH BALLOTS		JOB E183801	\$4,567.00	✓
1	Machine Setup	@ \$400.00 /Lot	\$400.00	
3	Digital Print / per Ballot Type	@ \$80.00 /ea BT	\$240.00	
3,700	Printing Official Ballots -3 Column	@ \$340.00 /M	\$1,258.00	
7,500	Printing VBM/Mail Ballots -3 Column	@ \$340.00 /M	\$2,550.00	
350	Printing DUPLICATE Ballots -3 Column	@ \$340.00 /M	\$119.00	
(State Release No. 14030MPVS/14050MPVS)				
2 SETS PREMARKED TEST DECKS		JOB E1183813	\$115.32	✓
3	Setup: Total Ballot Types / Precincts	@ \$16.00 /ea	\$48.00	
198	3 Column	@ \$0.34 /ea	\$67.32	
INSTRUCTION SHEETS, With I VOTED STICKER		JOB E183810	\$1,071.00	✓
7,000	8-1/2 x 11, 1000, Yellow, 24# bond, folded, 6,000 White 24# bond, folded	@ \$0.15 /ea	\$1,071.00	
10,650 SAMPLE BALLOT BOOKLETS		JOB E183802	\$6,025.79	✓
1	Election Setup-Covers	@ \$950.00 /Lot	\$950.00	
3	Ballot Type Changes	@ \$100.00 /ea	\$300.00	
12	Sample Ballot Page Setup	@ \$102.00 /ea	\$1,224.00	
2	Candidate Statement Page Setup	@ \$102.00 /ea	\$204.00	
Electronic Copy Input				
1	1/2 Page Candidate Statements	@ \$48.00 /ea	\$48.00	
1	Full Page Candidate Statements	@ \$43.00 /ea	\$43.00	
Misc. Book Charges				
3	14-VP-1114; 14-IVI-0614; 14-GOGREEN (0614)	@ \$60.00 /ea	\$180.00	
Booklet Run Charges				
10,650	12 Page (6 Part)	@ \$288.90 /M	\$3,076.79	
PRECINCT SETS/SUPPLIES		JOB E183811	\$1,404.00	✓
15	Precinct Sets	@ \$90.00 /ea	\$1,350.00	
15	E999 Precinct Supply Box	@ \$3.60 /ea	\$54.00	
SPANISH TRANSLATIONS		JOB E183801	\$508.90	✓
1	Translations	@ \$288.90 /Lot	\$288.90	
4	4 PDF Ballot Facsimiles	@ \$55.00 /Lot	\$220.00	
13,100 ENVELOPES		JOB E183807	\$2,370.00	✓
6,500	LOT 1: 14-E904 Outgoing open window, 28#, White; 5" x 11-1/2"	@ \$0.12 /ea	\$780.00	
6,500	LOT 2: 14-E892-F, I.D. Return, Ivory; 24#; Black Ink; 10-3/4" x 4-3/4";	@ \$0.24 /ea	\$1,560.00	
100	LOT 3: 14-ID-MIL I.D. Return, 28#; Ivory; 4-3/4 x 10-3/4	@ \$0.30 /ea	\$30.00	
SUBTOTAL			\$16,062.01	

Sole Source Justification Form

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

This is a sole source because:

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

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

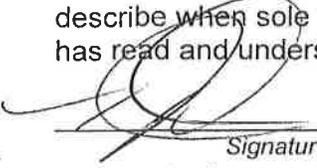
- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

OIC Emma
T. Brown

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:
Description of Item or Service.
 Cost, Production and Election Materials for the June 3, 2014 Election with a 2% discount in the event an amount of \$3,800.00 (50%) is paid prior to March 28, 2014. See attached Letter of Intent, Description of Prepayment and Invoice # 61123.

DEPARTMENT CONTACT PERSON & TITLE Michele J. Hartshorn, Assistant Clerk-Recorder & Registrar of Voters	
DEPARTMENT NAME Elections Department	PHONE 2/13/2014
REQUESTED SUPPLIER/CONSULTANT NAME ProDocumentSolutions, Inc	SUPPLIER CONTACT PERSON Rebecca Brownlee, Accounting Manager
SUPPLIER ADDRESS 90 W. Poplar Avenue, Porterville, CA 93257	SUPPLIER CONTACT'S PHONE NUMBER 800-726-0080

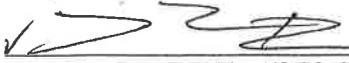
The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's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



 Signature of Requestor

3/13/14

 Date



 President/CEO Approval

3-19-14

 Date



ProVoteSolutions
90 W. Poplar Avenue, Porterville, CA 93257

Phone 800-726-0080
Fax 800-726-0067

FAXED
3/20/14

LETTER OF INTENT ProVoteSolutions

COUNTY OF: Inyo

DATE: February 28, 2014

ELECTION OFFICIAL: Kammi Foote

PHONE: 760-878-0224

MAILING ADDRESS: P.O Drawer F
Independence, CA 93526-0606

Upon Completion please sign and fax to: 800 726 0067

We want to take advantage of the discount and understand that ProVote**Solutions** needs to receive a check for 50% of the estimated printing costs before **March 28, 2014**.

We wish to decline the **2%** discount offer.

The estimated dollar amount for the costs of production and Election materials from ProVote**Solutions** for the June 3, 2014 Election will be **\$7,600** divided by 2 = **\$ 3,800**. Invoice enclosed if you wish to accept. Remaining balance must be received **no later than 30 days** from the date of the final invoice in order for the full **2%** discount to be valid. (Please refer to Prepayment Plan)

Authorized Signature (Required)

3/20/14
Date

Clerk - Recorder
Title

Comments/Questions _____

Thank you for your confidence in ProVoteSolutions!



ProVoteSolutions
90 W. Poplar Avenue, Porterville, CA 93257

Phone 559/719-2136
Fax 559/719-2111

February 28, 2014

Description of Prepayment 2% Discount Plan June 3, 2014 Primary Election

ProVote**Solutions** will offer to its Election Printing customers a **2%** Prepayment Discount Plan on your overall election costs for the 2014 Primary Election.

We offer, for your consideration, a **2%** discount plan which is based on prepayment of half of your estimated printing cost for the above election. The prepayment discount will be applied to the final invoice amount. The remaining balance must be received **no later than 30 days** from the date of the final invoice in order for the full **2%** discount to be valid.

The 2014 Prepayment **2%** Discount Plan details are as follows:

1. Your Sales Representative will supply the dollar amount representing your estimated printing costs for your county.
2. A county wishing to participate in this plan shall submit payment of dollar amount issued on the invoice representing 50% of the estimated printing cost for the County.
3. Payment of invoice must be received before **March 28, 2014** in order for the **2%** discount to be applied on the County's final invoice for the 2014 Primary Election.
4. Following completion and delivery of all election materials by ProVote, an invoice will be issued in the full amount (100%) of the election printing cost. The **2%** discount will be deducted from the printing cost total; freight will not be discounted. Sales tax is based on balance due after discount amount has been applied on the election printing cost.
5. Your prepayment amount will be credited against the final "Invoice Total," which will include applicable sales tax.
6. The remaining balance must be received **no later than 30 days** from the date of the final invoice. If payment is received after the 30-day deadline, then the **2%** discount will be valid only for the amount of the prepayment.
7. Whether participating in **2%** Discount Plan or not please sign Letter of Intent for materials that will be supplied by ProVote**Solutions** and fax information to 559-719-1282

We hope you consider this discount plan. It is our intent and belief that this arrangement will be of significant value for your county. If you expect to pursue this offer, we would appreciate the early receipt of notification of your intention. Please find enclosed a "Letter of Intent" on which your sales representative has your estimated total printing cost to be supplied by ProVote. **Your signature is required.**

INQUIRES: Rebecca Brownlee, Accounting Manager

800 726 0080
rebeccab@prodocumentsolutions.com



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: Marvin Moskowitz, Director, Environmental Health Services

FOR THE BOARD MEETING OF: August 5, 2014

SUBJECT: Water Laboratory Supplies Purchase

DEPARTMENTAL RECOMMENDATION:

1. Request the Board declare IDEXX Laboratories, Inc. as the sole source provider of certain water laboratory supplies for the period of July 1, 2014 through June 30, 2015, AND
2. Approve the purchase of water testing supplies by the Department from IDEXX Laboratories, Inc. by use of a blanket purchase order not to exceed \$11,000.00 for the period of July 1, 2014 through June 30, 2015 and contingent upon the adoption of the 2014/2015 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

IDEXX Laboratories, Inc. is the sole distributor of the "Colilert" reagent and other laboratory supplies utilized in the enzyme substrate method of determining total and escheria coliform bacteria content in water. The great majority of water testing conducted in our lab is done via the enzyme substrate method. Laboratory procedures must adhere to the Standard Operating Procedures Manual, which specifies the utilization of the Colilert reagent for the enzyme substrate analyses. The lab is certified by the State of California every two years and must adhere strictly to the Standard Operating Procedures Manual in order to maintain certification.

Revenue from the water lab exceeds \$70,000 annually. This revenue is credited to the Environmental Health Services budget, which in turn provides adequate funding to operate the lab. This is an annual request presented to your Board.

ALTERNATIVES:

As stated above, IDEXX is the sole source of these products. Utilization of a different product would jeopardize continued State certification of the lab, which would result in a dramatic drop in revenues, and the discontinuation of a valuable service to the community.

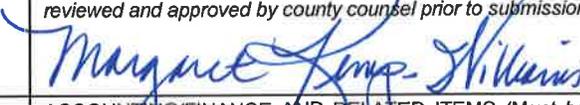
Discontinuation of the enzyme substrate method would require substitute analytical methods including multiple tube fermentation and/or heterotrophic plate counts. These methods are much more costly, have longer turnaround times and are much more labor intensive.

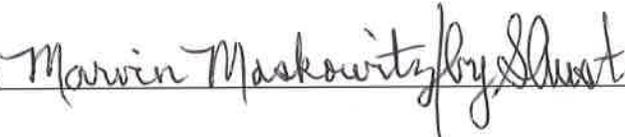
OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The laboratory supplies order will be paid through the Environmental Health Services budget (045400-5201) and this amount has been included in our Fiscal Year 2014/2015 budget request.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>Yes</u> Date <u>07/31/2014</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>7/29/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 7/31/14
(Not to be signed until all approvals are received)



ISO 9001:2008 CERTIFIED

July 11, 2014

Sheri Aust
Inyo County
Environmental Health Dept.

Ms. Aust,

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the *sole supplier* of the following products to the Water Market:

Product	Sole Manufacturer	Sole Supplier in US Water Testing Market
Colilert* reagent	Yes	Yes
Colilert* Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
IDEXX Vessel	Yes	Yes
Quanti-Tray* Sealer	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert* Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC		Yes
Colilert* Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
Filta-Max* Automatic Wash Station	Yes	Yes

Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc. because our shipping location moved from Westbrook, Maine to Memphis, Tennessee.

I hope this information is of assistance. If you have any questions, please call Dave Jefferson at 1-800-321-0207 ext. 64919

Sincerely,

Dave Jefferson
Western States Accounts

*Colilert, Colilert-18, Colisure, Enterolert, Quanti-Tray, SimPlate, IDEXX-QC and Filta-Max are trademarks or registered trademarks of IDEXX Laboratories, Inc. or its affiliates in the United States and/or other countries.

Sole Source Justification Form

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

This is a sole source because:

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

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

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

**Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:
Description of Item or Service.**

See attached.

DEPARTMENT CONTACT PERSON & TITLE

Marvin Moskowitz, Director

DEPARTMENT NAME
Environmental Health Services

PHONE
(760)878-0238

REQUESTED SUPPLIER/CONSULTANT NAME

Idexx Laboratories

SUPPLIER CONTACT PERSON

Dave Jefferson

SUPPLIER ADDRESS

One Idexx Drive,
Westbrook, Maine 04092

SUPPLIER CONTACT'S PHONE NUMBER

(800) 321-0207, Ex. 68846

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

M. Moskowitz by Sheet
Signature of Requestor

7/22/14
Date

President/CEO Approval

Date



2014 PRICING

Number / Date
20121718 / July/11/2014

Ship to Address
 INYO COUNTY ENVIRONMENTAL HEAL
 ATTN: SUE SOS/WATER LAB/FIRST
 168 NORTH EDWARDS ST
 INDEPENDENCE CA 93526
 UNITED STATES
 UNITED STATES

Sold to Address
 INYO COUNTY ENVIRONMENTAL HEALTH
 PO Box 427
 INDEPENDENCE CA 93526-0427
 UNITED STATES
 UNITED STATES

Bill-to Customer 22432

Net weight : 14.254

Material ID Commodity/COO	Description Batch	Exp.Date	Quantity Backorder item	UnitPrice	Total Value
98-20748-01 3822001090/US	UN3373-WKIT 1001, QUANTI-		1	177.00	177.00
98-09221-00 2832301000/US	WV120SBST-200, VESSELS W/S		1	110.00	110.00
98-12973-00 3822005090/US	WP200I GAMMA IRRAD COLILE		1	653.00	653.00
98-27163-00 3822005090/US	WP100I IRRADIATED COLILER		1	581.00	581.00
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DI		1	150.00	150.00
98-21378-00 3926909910/US	WQT100 QUANTI-TRAY DISPOS		1	110.00	110.00
98-09226-00 3822005090/US	WQTC, PRE-DISP.QT COMPARA		1	22.00	22.00
98-09227-00 3822005090/US	WQT2KC, PRE-DISP.QT 2000		1	22.00	22.00
98-11682-00 3822005090/US	WP104 COLI P/A COMPARATOR		1	11.00	11.00
Items total					1,836.00
Freight Value					76.58
Tax total					146.88
Total amount				USD	2,059.46
=====					

All local taxes at customer charge



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA
NUMBER

20

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

FROM: Road Department

FOR THE BOARD MEETING OF: August 5, 2014

SUBJECT: Award of Contract for the purchase of Plant Mixed Asphalt Products to Granite Construction Company.

DEPARTMENTAL RECOMMENDATIONS:

- (1) Request Board award the contract for the provision of Plant Mixed Asphalt Products, to Granite Construction Company of Bakersfield, CA in an amount not to exceed \$205,200.00, for the period from September 1, 2014 to November 30, 2014, and authorize the Board Chairperson to sign, contingent upon obtaining appropriate signatures and the adoption of the 2014-2015 Budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Annually the Road Department obtains bids from local suppliers for plant-mixed asphalt surfacing materials for road maintenance and repairs. The bids were opened on June 25, 2014 and only one (1) bid was received:

Granite Construction Company	\$205,200.00
------------------------------	--------------

For bidding purposes, the Road Department estimated that approximately 2,000 tons of asphalt materials may be needed this summer. Most of the asphalt will be used for routine maintenance. The FY 2014/2015 Requested Road Budget has appropriated \$400,000.00 for materials, which includes plant-mixed asphalt materials. Since the Requested Budget includes funds that are available for these materials, the Road Department is recommending that the contract be awarded to Granite Construction Company for an amount not-to-exceed \$205,200.00.

ALTERNATIVES:

The Board could choose not to award the contract. This is not recommended since the materials are needed to perform necessary road maintenance projects that were approved by the Board of Supervisors. If the contract is not awarded, the Road Department would need to readvertise the Bid Package which would delay maintenance work and could result in less favorable bids, as well as a delay in getting projects completed.

OTHER AGENCY INVOLVEMENT:

County Counsel for review of the bids and approval of the Contract.
Auditor's Office for approval of the Contract and payment of invoices.
Risk Manager for approval of the Contract.

FINANCING:

The funding for Plant-Mixed Asphalt Materials is included in the Road Department Budget, Budget Unit 034600, Object Code 5309 Road Material.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>07/23/14</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <i>[Signature]</i> Approved: <u>yes</u> Date <u>7/24/2014</u>
RISK MANAGER	RISK MANAGER AND RELATED ITEMS (Must be reviewed and approved by the Risk Manager prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 7/24/14

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Plant Mixed Asphalt

Bid Opening Date: 6.25-14 Location: County Admin Center

	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bond
1.	<i>Granite Construction</i>	<i>\$ 205,200</i>			
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Opened By: *Pat Sursally*

Present: *Bob Brown*



ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Granite Construction Company
FOR THE PROVISION OF Plant Mixed Asphalt SC3000 or PG 64-24 Surfacing Material **SERVICES**

TERM:

FROM: Sept. 1, 2014 **TO:** November 30, 2014

SCOPE OF WORK:

ATTACHMENT A

SCOPE OF WORK/SPECIFICATIONS

Contractor shall furnish to the County, materials, equipment, labor and related services set forth on Attachment B, Schedule of Fees, in accordance with the terms and conditions of this Agreement.

1. MATERIAL

Aggregate shall conform to the 2006 Standard Specifications, State of California, Department of Transportation, for type B Medium Asphalt Concrete 3/8" maximum. The choice of maximum aggregate size will be at the discretion of the County.

Liquid asphalt binder will be SC3000 or PG 64-24 and shall conform to the requirements of the 2006, State of California, Department of Transportation, Standard Specifications. The choice of liquid asphalt binder will be at the discretion of the County.

On delivery, the Contractor shall furnish a certified analysis test report, in duplicate, showing that the material in each shipment conforms will all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. asphalt plant.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Granite Construction Company
FOR THE PROVISION OF Plant Mixed Asphalt SC3000 or PG 64-24 Surfacing Material **SERVICES**

TERM:

FROM: Sept. 1, 2014

TO: November 30, 2014

SCHEDULE OF FEES:

ATTACHMENT B

SCHEDULE OF FEES

PLANT MIXED SC3000 OR PG 64-24 ASPHALT SURFACING MATERIAL

BID

Aggregate shall conform to the 2006 Standard Specifications, State of California, Department of Transportation, for type B Medium Asphalt Concrete 1/2" maximum. The choice of maximum aggregate size will be at the discretion of the County.

Liquid asphalt binder will be SC3000 or PG 64-24 and shall conform to the requirements of the 2006, State of California, Department of Transportation, Standard Specifications. The choice of liquid asphalt binder will be at the discretion of the County.

Prices will be F.O.B. asphalt plant.

For bid evaluation purposes, an amount of ten cents (\$.10) per ton will be added by the County to the price per ton, for each mile from the asphalt plant to the project. General projects are located in Bishop, Big Pine, Independence, and Lone Pine, CA.

The amounts set forth below in this Schedule of Fees are prices for the listed products to be provided to the County of Inyo by Bidder in accordance with the specifications of Attachment A and the other contract documents:

	Estimated Quantity	Price Per Ton	Sales Tax 8.00%	TOTAL
Plant Mixed SC3000 Asphalt Surfacing Material 1/2" Maximum Aggregate	1000 tons	<u>100.00</u>	<u>+ 8.00</u>	<u>= 108.00</u>
Plant Mixed PG 64-24 Performance Graded 1/2" Maximum Aggregate	1000 tons	<u>90.00</u>	<u>+ 7.20</u>	<u>= 97.20</u>

Address or location of asphalt plant Five Bridges Rd Bishop, CA 93514



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

21

FROM: Road Department

FOR THE BOARD MEETING OF: August 5, 2014

SUBJECT: Award of Contract for the provision of Liquid Asphalt Products

DEPARTMENTAL RECOMMENDATIONS:

- (1) Request Board award the contract for the Provision of Liquid Asphalt Products, to Environmental Concepts, of Tehachapi, CA in an amount not to exceed \$158,999.00, for the period from September 1, 2014 to November 30, 2014, and authorize the Board Chairperson to sign, contingent upon obtaining appropriate signatures and the adoption of the 2014-2015 Budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

When funding allows, the Road Department obtains bids from suppliers of liquid asphalt products to be used for road maintenance and repairs. Typically, these materials are used for pavement surface treatments such as chip seals, sand seals and crack sealing. The bids were opened on June 25, 2014, and one bid was received:

1. Environmental Concepts \$158,999.00

The Road Department and County Counsel have reviewed the bid and found it to be responsive.

The bid total that was submitted by Environmental Concepts is consistent with the Road Department's estimate. For bidding purposes, the Road Department estimated that as much as 130 tons of liquid asphalt materials may be needed. To be used for routine maintenance projects such as chip sealing. Since the 2014/2015 Road Department Requested Budget includes \$400,000.00 for road maintenance materials, the Road Department recommends that a contract for provision of liquid asphalt products be awarded to Environmental Concepts in the amount of \$158,999.00.

Because of the price volatility in oil and oil related products, the Road Department has chosen to limit the duration of this contract.

ALTERNATIVES:

- (1) The Board could choose not to award the contract. This is not recommended, since the materials are needed to perform necessary road maintenance projects that were approved by the Board of Supervisors. If the contract is not awarded, the Road Department would need to readvertise the Bid Package which would delay maintenance work and could result in less favorable bids, as well as a delay in getting projects completed.

OTHER AGENCY INVOLVEMENT:

County Counsel for review of the bids and approval of the Contract.
Auditor's Office for approval of the Contract and payment of invoices.
Risk Manager for approval of the Contract.

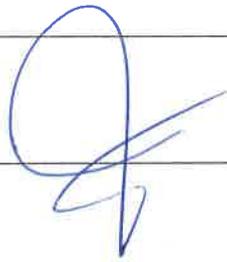
FINANCING:

Material used for routine maintenance, such as crack sealing, will be paid from the Road Department Budget 034600, Object Code 5309 Road Material.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Council prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>07/23/14</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <i>C. Williams</i> Approved: <u>yes</u> Date <u>7/24/14</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

7/24/14

COUNTY OF INYO BID TABULATION

Project Title & Bid No. liquid Asphalt

Bid Opening Date: 6-25-14 Location: County Admin Center

	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bond
1.	Environmental Concepts	\$158,999-			
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Opened By: Pat Gansalley

Present: Bob Brown



**ATTACHMENT A
SCOPE OF WORK
AGREEMENT BETWEEN COUNTY OF INYO
AND**

FOR THE PROVISION OF LIQUID ASPHALT PRODUCTS

TERM:

September 1, 2014 to November 30, 2014

SCOPE OF WORK:

**As set forth in Attachment A to the County of Inyo
Road Department Bid for Provision of Liquid Asphalt Products
Entitled "Scope of Work / Specifications", and incorporated herein by reference.**

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Environmental Concepts
FOR THE PROVISION OF Liquid Asphalt Products **SERVICES**

TERM:

FROM: Sept. 1, 2014 **TO:** Nov. 30, 2014

SCOPE OF WORK:

ATTACHMENT A

SCOPE OF WORK / SPECIFICATIONS

TERM

From: September 1, 2014 to: November 30, 2014

The successful bidder shall furnish to the County of Inyo the materials, equipment, labor and related services, as set forth in Attachment B, Schedule of Fees, in accordance with the specifications set forth below.

1. MATERIAL

The requirements and specifications for Asphalt Emulsion shall conform to Section 94 of the Standard Specifications, State of California, Department of Transportation ("Caltrans Specifications"), and/or the latest issue.

On delivery, the Contractor shall furnish a certified analysis test report, in duplicate, showing that the material in each shipment conforms to all specification requirements. If the material, when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. No payment will be made by the County for any portion of material already used that is found to fail to meet specification requirements by those tests.

2. DELIVERY

2.1 Tank trucks and tank trailers shall be insulated against heat loss when used to transport asphalt emulsion. The temperature of the asphalt emulsion when delivered on the work site shall be above the minimum specified in the Caltrans Specifications or as required to secure accurate and uniform application and penetration.

2.2 The distributor truck shall be equipped with an accurate thermometer suitable for determining the temperature of the bituminous binder being applied.

2.3 When requested, material will be supplied on a one-person distributor truck that shall be equipped with tachometer and pressure gauges. Spray bars shall be of the full circulating type and a quick-shutoff valve shall control each spray nozzle. The spray bar valves may be quickly opened or closed in one operation. Spray bars shall be capable of providing a uniform application of material over a width of twelve feet (12'). The distributor truck shall be capable of accurately and uniformly applying material at the rate specified between the limits of 1/20 to 1 gallon per square yard. Trucks with leaky valves or connections or faulty sprays will not be permitted on the work.

The use of gravity distributor trucks will not be permitted.

In order to secure uniform distribution of material at the junction of two applications, the truck shall be promptly stopped when the uniform flow decreases. In the application, if any spots are missed, bituminous binder shall be applied to those spots by some means that will insure the application being made at the specified rates.

2.4 A certificate of Load Weight will be required for each delivery.

2.5 Time of delivery is to be agreed upon when orders are placed. Contractor shall accept telephone orders. Telephone orders will be binding on Contractor, however, written purchase orders will be issued confirming the order. When delay in delivery is caused by failure of Contractor's equipment or operations, the County may recover damages or costs from the Contractor at the rate of thirty dollars (\$30.00) per hour for the first hour and sixty dollars (\$60.00) per hour for each succeeding hour, until Contractor notifies the County of the amount of delay and/or the new delivery time.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Environmental Concepts
FOR THE PROVISION OF Liquid Asphalt Products **SERVICES**

TERM:

FROM: Sept. 1, 2014

TO: Nov. 30, 2014

SCHEDULE OF FEES:

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO AND

FOR THE PROVISION OF LIQUID ASPHALT PRODUCTS

TERM:

September 1, 2014 to November 30, 2014

SCHEDULE OF FEES:

**As set forth in Attachment B to County of Inyo Road Department
Bid for Provision of Liquid Asphalt Products 2010 entitled
“Schedule of Fees” and incorporated herein by reference.**

ATTACHMENT B

SCHEDULE OF FEES / LIQUID ASPHALT PRODUCTS BID

The amounts set forth below in this Schedule of Fees are prices for the listed products to be provided to the County of Inyo in accordance with the specifications of Attachment A and other Contract Documents:

This Schedule of Fees shall be:

- a) For furnishing, supplying and delivering to the County of Inyo, a total of approximately 130 tons of liquid asphalt for chip seals and 25 tons of liquid asphalt for tack coat as necessary and required by the County of Inyo in full conformance with the Notice Inviting Bids and the Specifications attached hereto and made a part thereof.
- b) For delivery in truck and trailer quantities to any of the specified points given below.

GRADE	PRICE PER TON	SALES TAX 8.00%	TOTAL
PMPS (Pass) or Styraflex CS Or Equivalent	\$ <u>885</u>	+ <u>70.80</u>	= <u>955.80</u>

Free spreading time: Ø hours.

Minimum Spreading Charge: \$ 195 per hour.

Free unloading time: 1 hours.

Standby time charge: \$ 125⁰⁰ per hour.

Overnight Charge: \$ 200⁰⁰ per night.

Above Prices are FOB Refinery

SEPARATE FROM PRICE PER TON

FREIGHT CHARGES PER TON TO EACH OF THE FOLLOWING LOCATIONS:

Bishop, CA: \$ 70

Independence, CA: \$ 55

Lone Pine, CA: \$ 52

BID TOTAL COMPUTATION

LIQUID ASPHALT PRODUCTS

Delivered to:	Amount in Tons	Price per Ton Including Freight	Subtotal
PMPS (Pass) or Styraflex CS Or Equivalent			
Bishop	130	\$ <u>1025.80</u>	\$ <u>133,354</u>
Big Pine	0	\$ _____	\$ _____
Independence	0	\$ _____	\$ _____
Lone Pine	0	\$ _____	\$ _____
Styraflex FB			
Bishop	25	\$ <u>1025.80</u>	\$ <u>25,645</u>
Bid Total			\$ <u>158,999</u>

This "Bid Total" amount is the amount to be placed in Paragraph 5 of the Bid Proposal Form and constitutes the amount bid by the Bidder. The sole purpose of the "Bid Total" is to serve as a measure pursuant to which the County evaluates Contractor's bid in relation to other bids received. The "Bid Total", is not intended and shall not be construed as the minimum or maximum amount payable by County, or as a representation of the grade, quantity or any other limitation on material the County may order, pursuant to the Agreement.

NOTE: FREIGHT IS BASED UPON FULL LOADS OF 24 TON.
 EX: A PARTIAL LOAD OF 10 TONS WILL BE BILLED
 AT PRICE/TON + (24T x FRTRATE)

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Environmental Concepts
FOR THE PROVISION OF Liquid Asphalt Products **SERVICES**

TERM:

FROM: Sept. 1, 2014

TO: Nov. 30, 2014

SEE ATTACHED INSURANCE PROVISIONS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 22

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

FROM: Veteran Service Office

FOR THE BOARD MEETING OF: August 5, 2014

SUBJECT: Certificates of Compliance

DEPARTMENTAL RECOMMENDATION:

Request your Board a) approve and authorize the Chairperson to sign the Subvention and Medi-Cal Certificate of Compliance for 2014/2015 fiscal year.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This is a standard renewal of the certificates of compliance as filed in past by the County. They certify to the State that in fact a Veterans Service Officer has been appointed and the duties of the VSO are in compliance with code.

ALTERNATIVES:

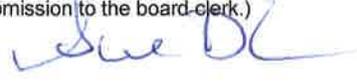
Do not authorize the signing of the certificates and forfeit the funding for the VSO position.

OTHER AGENCY INVOLVEMENT:

Health and Human Services (eligibility workers)

FINANCING:

There is no cost to the County for signing these documents, they allow funding to be paid to Inyo County for the Veteran Service Office.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date 07/09/14
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 7/10/2014
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date 7/9/14

DEPARTMENT HEAD SIGNATURE:  Date: 7/16/14
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

SUBVENTION

CERTIFICATE OF COMPLIANCE

FISCAL YEAR 2014/2015

INYO COUNTY

COUNTY SUBVENTION PROGRAM

Charge:

Contribution to counties toward compensation and expenses of their County Veterans Service Office according to Military and Veterans Code Sections 972, and 972.1, a State General Funds Expenditure, and 972.2, a Special Fund Expenditure.

County Certification:

I certify that INYO County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer and Veterans service Representative staff will achieve and maintain accreditation from the California Department of Veterans Affairs (CalVet). Accreditation will be secured within one year of employment.

I further certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I also agree that this county, through the County Veterans Service Office, will maintain annual records for audit. These records will be maintained until the final allocation of funds for the subject fiscal year is issued by the CDVA. We will also submit reports in accordance with the procedures and timelines established by CDVA. The County Veterans Service Officer will permit CDVA representatives to inspect all facilities and records.

I further authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

MEDI-CAL

CERTIFICATE OF COMPLIANCE

FISCAL YEAR 2014/2015

INYO COUNTY

MEDI-CAL COST AVOIDANCE PROGRAM

I certify that INYO County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-Cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5.

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CDVA under this agreement will reasonably benefit the Department of Health Services (DHS) or realize cost avoidance to the Medi-Cal program. All County Eligibility Workers who generate a Form CW-5 (Veterans Benefits Referral) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement will be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to the CDVA from the DHS.
4. The CVSO is responsible for administering this program according to the California Code of Regulations, Title 12, Subchapter 4.

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 23

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

FROM: Kammi Foote, Clerk-Recorder, Registrar of Voters

FOR THE BOARD MEETING OF: August 5, 2014

SUBJECT: Ratification of WinEDS Software Annual License Maintenance and Support Fee

DEPARTMENTAL RECOMMENDATION:

Request Board to ratify payment to Dominion Voting Systems in the amount of \$10,331.80 from Elections for The annual WinEDS Software License Maintenance and Support Fee contingent upon the adoption of the 2014-2015 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Dominion Voting Systems is the sole source provider of election related services, support and software for Inyo County's voting system. This system includes the Edge II voting machines at the polling places as well as the Insight Optical scan system for absentee and paper ballot voters. The software license and support services for the voting machines and optical scan system currently owned by the County can only be purchased from Dominion Voting Systems.

ALTERNATIVES:

The Board can deny the ratification of this payment. Without this contract Inyo County could not conduct an election that complied with Federal election requirements.

OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

The monies are currently budgeted in the Elections 2014-2015 budget (011000-5311 and 011000-5316).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) <i>Margaret Kemp-Williams</i> Approved: <u>Yes</u> Date: <u>07/22/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) <i>CRA</i> Approved: <u>yes</u> Date: <u>7/23/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) <i>Juo D</i> Approved: <u>✓</u> Date: <u>7/25/14</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Kemp

Date:

7/28/14

DOMINION VOTING



1201 18th Street, Suite 210
 Denver CO 80202
 FED ID#27-0565149

Invoice Date	4/1/2014
Invoice #	DVS109794
Page	1

Bill To:

Inyo County, CA
 County Clerk - Kammi Foote
 PO Box F / 168 North Edwards Street
 Independence CA 93526-0606

Ship To:

Inyo County, CA
 County Clerk - Kammi Foote
 PO Box F / 168 North Edwards Street
 Independence CA 93526-0606

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
		USCAINYOCO	SNOELL	BEST WAY	Net 30	4/1/2014	12,754	
Ordered	Shipped	B/O	Item Description	Item Number	Discount	Unit Price	Ext. Price	
1	1	0	07/01/14-06/30/15 WinEDS Annual License Fee Contract dated 7/1/2010. Effective Dates Jul 1, 2014 - Jun 30, 2015		\$ 0.00	\$ 10,331.80	\$ 10,331.80	
REMIT TO: Dominion Voting Systems, Inc. P.O. Box 538214 Atlanta, GA 30353-8214					COURIER ADDRESS: Dominion Voting Systems, Inc. Lockbox #538214 1669 Phoenix Parkway, Suite 210 College Park, GA 30349		Subtotal	\$ 10,331.80
					Tax		\$ 0.00	
					Freight		\$ 0.00	
					Trade Discount		\$ 0.00	
					Total		\$ 10,331.80	

Comments:

717 17th St. Suite 310
Denver, CO 80202
Tel: (866) 654 - 8683
Fax: (416) 762 - 8663

**SOFTWARE LICENSE AGREEMENT
AND
ELECTION SERVICES**

THIS AGREEMENT is made on the 1st day of July, 2010

BETWEEN

DOMINION VOTING SYSTEMS INC., located at 717 17th Street, Suite 310, Denver, CO 80202 ("Dominion")

AND

INYO COUNTY, California, having its offices at 168 N. Edwards St, Independence CA 93526("Customer").

Dominion Voting Systems Inc ("Dominion") and the Customer (as listed above) hereby enter into this Software License Agreement ("Agreement") as of the date listed above (the "Effective Date"). The Customer and Dominion are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party". This Agreement consists of this "Signature Page," the below standard terms and conditions, and Exhibits A and B, Pricing and Payment Schedule, attached hereto and incorporated herein by this reference:

The parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

SIGNED for and on behalf of

DOMINION VOTING SYSTEMS, INC.

By:



Name:

John Poulos

Title:

President

Date:

January 14, 2011

SIGNED for and on behalf of

County of Inyo

By:



Name:

Richard Cervantes

Title:

Chairperson, Board of Supervisors

Date:

December 28, 2010

STANDARD TERMS AND CONDITIONS

1. Definitions.

1.1. "Dominion Software" means software and firmware owned by Dominion and licensed by Dominion hereunder, in object code form, including all documentation therefore.

1.2. "Effective Date" has the meaning set forth in the Signature Page.

1.3. "Specifications" means descriptions and data regarding the features, functions and performance of the Dominion Software, as set forth in user manuals or other applicable documentation.

1.4. "Third-Party Products" means any software or hardware obtained from third-party manufacturers or distributors and provided by Dominion hereunder.

2. **Term.** This Agreement is effective as of the Effective Date, unless earlier terminated or extended as provided herein, expires on the last day of the first anniversary of the Effective Date ("Initial Period"). After the Initial Period, Customer may extend the effectiveness of this Agreement for up to two (2) one (1) year ("Software Renewal Term") by paying the Annual Software License Fee set forth in Exhibit A of the Agreement at least 30 day before such Software Renewal Term begins. The period during which this Agreement is in effect is referred to herein as the "Term". On expiration of the Term (a) the licenses granted in this Agreement will automatically terminate, (b) Customer shall cease any further use of the Dominion Software and (c) Dominion may cease performing the maintenance services set forth in this Agreement. Notwithstanding such expiration or termination, Section 4 (Payment) to the extent any payment is due and Section 8 (Confidential Information) will survive any expiration or termination of this Agreement in accordance to their respective terms. In addition to the foregoing, terms of this Agreement that do not survive expiration or termination will nonetheless be effective in determining the Parties' rights and obligations for conduct or events taking place before such expiration or termination.

3. License Terms.

3.1. License to Dominion Software. Subject to the terms of this Agreement, Dominion grants Customer a non-exclusive license, without the right to transfer or sublicense, to use, during the Term, for the purpose of preparing for and conducting federal, state or local elections, run-offs, referenda and other similar voting events that take place within the jurisdiction identified on Page 1 of this Agreement. This License includes the types and numbers of copies specified in Exhibit A of the Dominion Software applications identified therein. This License may be exercised by Customer officials, employees and volunteers authorized by Customer to conduct the above-described elections.

3.2. Third-Party Products. Subject to the terms of this Agreement, Dominion agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Customer for use during the Term as part of the System for the purposes described in Section 3.1 of this Agreement. This sublicense is conditioned on Customer's continued compliance with the terms and conditions of the end-user licenses contained on or in the media on which such software is provided.

3.3. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Dominion grants no licenses, expressly or by implication, and (b) Dominion's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Dominion to Customer or any third party. Without limiting the foregoing sentence, Customer agrees to use each copy of the WinEDS Software for its intended purpose as provided by Dominion and agrees not to use any Dominion Software as a service bureau for elections outside the jurisdiction identified on Page 1 of this Agreement and agrees not to reverse engineer or otherwise attempt to derive the source code of any Dominion Software.

4. **Payment.** Customer shall pay Dominion the amounts specified in Exhibits A and B at the times specified therein. Customer is responsible for all sales, excise, personal property or other taxes or duties on the amounts paid or products or services provided under this Agreement. If Customer is exempt from such taxes or duties, Customer shall provide Dominion with a tax exemption certificate.

5. **Dominion Software Maintenance.** During the Term, Dominion shall maintain the Dominion Software so that it operates in conformity at all times with the warranties set forth in the Agreement. Dominion shall correct any reproducible error affecting the Dominion Software. Suspected error conditions will be investigated and corrected by Dominion personnel at the Dominion office to the extent possible. Repair or replacement under this Agreement will be the exclusive remedy of Customer for defects in the operation of the Dominion Software. If a problem cannot be resolved using remote diagnostics, upon Customer's prior authorization, Dominion will send a specialist to the Customer's premises under the following terms:

5.1 Software Faults. If the problem lies solely with Dominion Software, Dominion is responsible for all expenses associated with the resolution of the problem, provided that Customer has incorporated all error corrections or changes to the Dominion Software within ten days after receiving them for Dominion.

5.2 External Faults. If the problem is due to acts or omissions by Customer or a third party, including by the failure to incorporate all error corrections or changes in a timely manner, Customer is responsible for all fees and expenses at Dominion's then-current consulting service rate. Such problems include those that arise from the failure of Third-Party Products, installation of the Dominion Software on hardware that was not approved by Dominion, or improper use of the Dominion Software or the hardware upon which it was installed.

5.3 Customer Cooperation. As is reasonably necessary for Dominion to provide maintenance and support, Customer shall provide access to its personnel and premises, be responsible for maintaining all necessary computer hardware (other than Warranted Hardware), communications equipment, telephone lines, cabling and modems, and make available paper, disk packs and other similar supplies.

6. **Enhancement and Upgrades.** During the Term, Dominion may provide Enhancements and Upgrades (each as defined below) to Customer under the following terms and conditions.

6.1 Enhancements. Dominion may provide Customer with unsolicited error corrections or changes to the Dominion Software that Dominion determines from time to time are necessary for proper operation of the System ("Enhancements").

6.2 Upgrades. Dominion may release Dominion Software improvements that add to or change the functionality characterizing the Dominion Software as of the Effective Date ("Upgrades"). Upgrades do not include later released versions of the Dominion Software with a higher version number.

6.3 Incorporation. Customer shall incorporate each Enhancement and Upgrade within ten days after receipt from Dominion, unless Dominion consents in writing to a delay in such incorporation. Each Enhancement and Upgrade will be, from and after delivery to Customer, licensed to Customer under this Agreement and treated for all purposes as part of the Dominion Software.

6.4 Certification Requirement. Notwithstanding any term of this Agreement to the contrary, Dominion shall not provide, and shall not be obligated to provide, under this Agreement any Upgrade, Enhancement or other software or firmware update that has not been qualified under applicable federal laws and regulations and certified under any and all the applicable provisions of the election laws and regulations of the Customer's State as identified on Page 1 of this Agreement.

7. Warranties. The following warranties will apply to all Dominion Software during the Term.

7.1. Dominion Software. Dominion warrants that Dominion Software will perform free of defects that would prevent the System from operating in conformity in all material respects with its Specifications, so long as such Dominion Software is operated with Dominion Hardware and with Third-Party Products approved by Dominion for use with the Dominion Software.

7.2. Third-Party Products. The warranties in this Sections 7 do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Dominion shall pass through to Customer all warranties such manufacturers make to Dominion regarding the operation of such Third-Party Products.

7.3. No Other Warranties. DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

8. Confidential Information. Neither Party will use or disclose the other Party's Confidential Information without the other Party's prior written consent. "Confidential Information" means, as to Dominion, the Dominion Software and, as to either Party, any information designated as confidential by the Party when or before it is disclosed. This paragraph does not apply to information (a) after it becomes publicly known through no fault of the receiving Party, (b) already rightfully in the receiving Party's possession when received, (c) developed by the receiving Party without the use of the other Party's Confidential Information or (d) required to be disclosed by law so long as the other Party is given immediate notice of the request or order that the information be disclosed and the fullest opportunity under law to prevent or limit the disclosure. Each Party acknowledges that its breach of this Section 8 may cause the other Party substantial and irreparable harm for which the other Party would be entitled to equitable relief in addition to any available legal remedies. Each Party hereby waives any requirement to post bond or provide other security as a condition to receiving such equitable relief.

9. Indemnification

9.1. Claims. If notified promptly in writing of any action brought against Customer alleging that the Customer's use of the Dominion Software in compliance with this Agreement infringes a United States patent, copyright or trademark ("Claim"), Dominion will defend the Claim at its expense and pay any costs and damages awarded against the Customer; provided that Dominion has sole control of, and Customer's reasonable cooperation in, the defense or settlement of the Claim.

9.2. Injunction. If a Claim results in an injunction against the Customer's use of any component of Dominion Software, or if Dominion reasonably anticipates such an injunction, Dominion will procure for the Customer the right to continue using the component, replace the component, or modify the component to avoid the Claim while retaining substantially the same functionality.

9.3. Exclusions. Customer shall be responsible for any expenses or damages arising from a third-party patent, copyright or trademark infringement claim arising from Dominion's compliance with Customer's specific designs or instructions. Each Party shall indemnify the other Party from third-party claims for injury, death or property damage based on the other Party's alleged gross negligence or willful misconduct.

10. Limitation of Liability. Dominion will not be liable for damages arising out of this Agreement unless caused by Dominion's gross negligence or willful misconduct. Neither Party will be liable under this Agreement for (1) consequential, special, punitive or incidental damages or (2) compensatory damages in excess of the total of all amounts payable under this Agreement during the 12 month period preceding the event or events giving rise to liability.

11. Force Majeure. Dominion's obligations hereunder will be suspended so long as its performance is impeded or prevented by causes beyond Dominion's reasonable control, including acts of God, embargoes, acts of war (including terrorist attacks), labor disturbances and acts or regulations of governmental entities.

12. Termination for Cause. If either Party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice of the breach from the non-breaching Party, the non-breaching Party may terminate this Agreement as of a termination date specified in that notice or in a subsequent notice delivered within the 30-day period. If the breach cannot be completely cured within the 30-day period, no default will occur if the Party receiving the notice begins curative action within the 30-day period and thereafter proceeds with diligence and in good faith to cure the breach as soon as practicable.

13. Miscellaneous.

13.1. Assignment. Neither Party may assign any rights or delegate any obligations under this Agreement without the prior written consent of the other Party; provided that Dominion may subcontract Services upon 30 days' prior written notice to Customer. Any attempted assignment in violation of this Section 13.1 will be null and void.

13.2. Severability. If any term of this Agreement is held to be unenforceable, the other terms of this Agreement will be enforced to the fullest extent permitted by law.

13.3. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

13.4. Governing Law. This Agreement will be construed under the laws of the Customer's State identified on Page 1 of this Agreement, and the state and federal courts within the Customer's State have non-exclusive jurisdiction for all actions to enforce this Agreement.

13.5. Waiver. No waiver or failure by a Party to assert any right under this Agreement on any one occasion will operate as a waiver of any other right on that occasion or any right on any other occasion.

13.6. Notices. All notices under this Agreement will be delivered personally, sent by confirmed facsimile transmission, sent by nationally recognized express courier or sent by certified or registered U.S. mail, return receipt requested, to the address shown below or such other address as may be specified by either Party to the other Party in compliance with this Section 13.6. Notices will be deemed effective on personal receipt, receipt of such electronic facsimile confirmation, two days after such delivery by courier or such mailing by U.S. mail.

13.7. Interpretation. This Agreement, including all Exhibits, is the complete and final expression of the Parties' agreement regarding its subject matter and supersedes all prior or contemporaneous communications or agreements, written or oral, by the Parties regarding such subject matter. In the event of any conflict between these Terms and Conditions and any provisions set forth in any other part of this Agreement, these Terms and Conditions will prevail. No amendment or supplement to this Agreement is effective unless in writing and signed by both Parties' authorized representatives. The word "include" (or any of its derivatives) is deemed to be followed in all contexts by the words "without limitation." Headings are included for convenience and will be ignored in interpreting this Agreement.

EXHIBIT A
PRICING AND PAYMENT SCHEDULE

Annual Software License Fee

Quantity	Product Description	Unit Price	Extended Price
1	WinEDS Application	\$8,500.00	\$8,500.00
Total Price			\$8,500.00

Payment Term

Customer shall pay the amounts indicated within 30 days from receipt of Dominion's invoice,

Agreement Term

July 1, 2010 through June 30, 2011. The County can renew this agreement for two optional year by paying the annual invoice within 30 days of receiving the invoice.

Dominion reserves the right to adjust the annually fees five percent (5%) of the current fee without advanced notice to the County.

EXHIBIT B

PRICING SCHEDULE FOR ELECTION SERVICES

1. Election Services

Dominion will perform the following items in English only: WinEDS Profile Setups and Maintenance, WinEDS Election Database Setup, provide the Absentee Ballot Camera Ready Copy, verification and proofing for each election, provide audio setup for audio voting using a synthesizer. Outside recording charges would be at the County's expense.

Pricing per Election:

Base Charges:

Precincts or Splits 1 through 100	\$210.00 per precincts
Precincts or Splits 1001 through 500	\$85.00 per precincts
Each Additional Language	25% of base charge
Deduction for no Audio	10% of base charge

Election Services described in this section can only be determined upon competition of the specific Election and will be invoiced at the time of the Election. A minimum charge of \$3,500.00 will be applied per election.

2. On Site Support:

- a. On Site support may be provided at request of the jurisdiction and if Dominion staff is available, at the published rates
- b. Dominion will provide a technician to restore the database at the county's request and will invoice at the current publish rates.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
24

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 5, 2014

SUBJECT: Report on Newly Adopted State Mandated Water Conservation Regulations

DEPARTMENTAL RECOMMENDATIONS: 1) Receive report on new water conservation regulations adopted by the State Water Resources Control Board and the impact to Inyo County and the Town Water Systems. 2) Direct staff to proceed with preparation of Water Conservation Plan consistent with State regulations.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: On July 15, 2014, the State Water Resources Control Board approved emergency water regulations to ensure water suppliers, their customers and state residents increase water conservation in urban settings (State Regulations). The State Regulations are codified at California Code of Regulations, title 23, sections 863, 864, and 865. The State Regulations will remain in effect for 270 days after filing with the Secretary of State unless the State Board determines they are no longer necessary due to changed conditions, or unless the State Water Board renews the State Regulations due to continued drought conditions.

State Regulation section 864 places the following mandatory restrictions that apply to all individual California water uses irrespective of water source:

- a. The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures:
- b. The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- c. The application of potable water to driveways and sidewalks; and
- d. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.

This State Regulation further declares that engaging in any of these prohibited actions can be punished as an infraction by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs, as well as by civil penalties. State Regulation section 864 prohibitions apply to all individual water users in California.

State Regulation section 865 sets forth mandatory actions for water suppliers. The bulk of –this State Regulation applies to Urban Water Suppliers meeting the definition set forth in Water Code Section 10617, generally identified as water systems with in excess of 3000 connections. No systems in Inyo County meet this definition.

Agenda Request Form
Board meeting of August 5, 2014
Subject: Water Conservation Regulations

However, State Regulation section 865(e) mandates that each distributor of a public water supply, as defined in Water Code section 350, that is not an urban water supplier shall, within 30 days, take one or more of the following actions:

1. Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; or
2. Implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

There are a number of water systems in Inyo County that fall under State Regulation section 865(e) including the 3 Town Water Systems owned and operated by the County. Failure of water suppliers to take action required by the State Regulations can result in the State levying criminal and civil penalties against the water suppliers, as well as ultimately issuing Cease and Desist Orders with penalties as high as \$10,000 per day.

In an attempt to comply with State requirements and to take into account the unique circumstances of Inyo County, staff is recommending that Board approve a mandatory water conservation plan via regulation pursuant to the local drought emergency declared on January 28, 2014. The regulations would contain the 4 mandatory restrictions imposed by the State on all Californians (**a, b, c and d** above), as well as the following restrictions designed to satisfy State Regulation section 865(e):

- 1) Use of potable water to irrigate turf, lawns, gardens or ornamental landscaping between 9:00 o'clock a.m. and 5:00 o'clock p.m. by means other than drip irrigation or hand watering with quick acting, positive shut off nozzle;
- 2) Water waste caused by easily correctable leaks, breaks or malfunctions after a reasonable to time to repair;
- 3) Use of potable water for construction purposes, such as consolidation of backfill, unless no other source of water or method can be used; and
- 4) Hydrant flushing except when required for public health and safety.

Additionally, staff proposes that water conservation awareness and education materials be made available to both County staff and the general public through a variety of sources which may include trainings, newsletters, bill inserts, and information released through the media.

Staff is recommending that the resolution apply Countywide in order to assist other small water system operators that are subject to this regulation. However, it is not the intent to replace, supersede, or dictate water conservation measures taken or contemplated by any other distributor of a public water supply.

Upon receiving Board direction on this matter staff will schedule community meetings in Lone Pine and Independence to provide information on the State regulations and the County's proposed response.

Agenda Request Form
Board meeting of August 5, 2014
Subject: Water Conservation Regulations

Subsequently, staff would bring forward a formalized resolution to enact regulations creating a water conservation plan for Board approval in late August or early September.

ALTERNATIVES:

1. Adopting the alternative offered under the State Regulations by limiting outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week. This is not recommended because it does not allow water users to creatively and responsibly conserve water. Additionally, this alternative may cause unnecessary permanent damage to community and private landscape infrastructure.
2. Adopt a more stringent water conservation ordinance comparable to those seen in urban areas. This is not recommended as it would be difficult to make such an ordinance consistent with the unique situation in Inyo County.
3. Take no action. This is not recommended as it may cause the County to incur liability of up to \$10,000 per day. Additionally, it may impact the County's ability to access State funds in the future.

OTHER AGENCY INVOLVEMENT:

County Counsel
County Administrator

FINANCING:

Staff time is being tracked for possible reimbursement as part of the Land of Even Less Water Emergency.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date: <u>7/29/14</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Chris J. Owen

Date: 7/30/14

State Mandated Water Conservation Regulations

State Adopted Emergency Water Conservation Regulations

- * CCR, Title 23, Sections 863, 864, and 865
- * Adopted July 15, 2014 by State Water Resources Control Board
- * Expires 270 days after filing with Secretary of State
 - * May be repealed early if no longer necessary
 - * May be extended due to continued drought conditions
- * Stated Goal
 - * To ensure water suppliers, their customers and state residents increase water conservation in urban settings

Restrictions on Individual Water Users

- * State Mandated
 - * Application of potable water creating of runoff
 - * Use of potable water for washing vehicles without a hose equipped with an automatic shut-off nozzle
 - * Application of potable water to driveways or sidewalks
 - * Use of potable water in a fountain/water feature that is not a part of a recirculating system

Restrictions on Individual Water Users

- * Source of water is irrelevant.
 - * Urban Water Systems
 - * Small Public Systems
 - * Private Wells
- * Infraction punishable by up to \$500 per day
 - * Enforcement by local entities discretionary

Mandatory Actions for Water Suppliers

- * Urban Water Suppliers – WC Sec. 10617
 - * Typically distinguished by 3000 or more connections
 - * None in Inyo County
 - * Require Action, Monitoring, and Reporting
- * Distributor of Public Water Supply - WC Sec. 350
 - * Several in Inyo County
 - * Town Water Systems
 - * Require Action

Action Required

- * Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; **OR**
- * **Implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons it serves relative to the amount consumed in 2013.**

Action Required

- * Action to be taken within 30 days of State regulations taking effect.
- * Failure to take action
 - * Infraction punishable by a fine of up to \$500/day
 - * SWRCB imposed civil liability of up to \$500/day
 - * SWRCB Cease and Desist Order, violation of which triggers civil liability of up to \$10,000 day

Recommended Action

- * Comply with State requirements
- * Consider unique circumstances of Inyo Count
- * Recognize public and private investment in landscape infrastructure

Recommended Action

- * Consider and approve a Water Conservation Plan
 - * Public Outreach and Education
 - * Regulation with Mandatory Restrictions

Recommended Action

- * Public Outreach and Education
 - * Community Meetings
 - * Training of County Staff
 - * Water Conservation and Education Materials
 - * Newsletters/mailings
 - * Bill Inserts
 - * Media

Recommended Actions

- * Regulation with Mandatory Restrictions
 - * 4 State Mandated Restrictions

Recommended Actions

- * Application of potable water creating of runoff
- * Use of potable water for washing vehicles without a hose equipped with an automatic shut-off nozzle
- * Application of potable water to driveways or sidewalks
- * Use of potable water in a fountain/water feature that is not a part of a recirculating system

Recommended Actions

- * Regulation with Mandatory Restrictions
 - * 4 State Mandated Restrictions
 - * No landscape watering from 9:00 a.m. to 5:00 p.m.
 - * Leaks must be repaired in a reasonable amount of time
 - * No potable water for construction unless there are no alternatives
 - * No flushing of hydrants except for public health and safety

Recommended Actions

- * Regulations with Mandatory Restrictions
 - * Regulation pursuant to local drought emergency declaration by your Board on January 28, 2014.
 - * County Wide
 - * Intent to assist other small water system operators subject to this regulation
 - * Not intended to replace, supersede or dictate water conservation measures taken or contemplated by other distributors of potable water.

Next Steps

- * Hold community meetings in Independence and Lone Pine in August
- * Develop Water Conservation Plan and Resolutions
- * Present Water Conservation Plan and Resolution to Board for approval in late August or early September.

Questions/Comments



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
25

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

FROM: Water Department

FOR THE BOARD MEETING OF: August 5, 2014

SUBJECT: Award of Contract to Scan, Register, and Color Balance Aerial Photos.

DEPARTMENTAL RECOMMENDATION: Request your Board award the contract between the County of Inyo and Tetra Tech Inc., for the provision of Aerial Photo Services in an amount not to exceed \$35,750, for the period of August 5, 2014 to June 30, 2015; contingent upon the Board's adoption of a FY 2014-15 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

SUMMARY DISCUSSION:

The current aerial photos used by the Water Department are 9"X9" 1:12,000 color contact prints acquired in 1981 of the Owens Valley and should be in the opinion of the Water Department digitized. Digitized registered versions of 1981 photos will principally be used to represent baseline conditions for irrigated land and other land supplied with water by the Los Angeles Department of Water and Power (LADWP). The digital images from 1981 can be compared with recent imagery of irrigated vegetation (Type E) or other vegetation for assessments required under the Inyo/Los Angeles Long Term Water Agreement.

A Request for Qualifications (RFQ) was prepared and circulated to potential contractors qualified to do this work. Five responses to the RFQ were received and these were reviewed by a panel of Water Department and Information Services staff. Per the RFQ, the criteria for evaluation heavily weighted experience and capability of the vendor and their technical approach. The initial review on May 8, 2014 eliminated one of the respondents from further consideration as lacking experience for this project and an approach that was incomplete with regard to the required elements. The panel developed follow-up questions for the remaining four candidates to clarify their approaches and background. The panel met again June 12, 2014 and revised ratings based on additional information submitted with follow-up questions and from references. A synopsis of the panel's review and summary from references contacted is attached. TetraTech received the highest rating based on their experience with this imagery and similar projects, and their technical approach.

The digitized photos will be imported into the County network and be used by Water Department staff to assess changes in conditions since the photos were acquired by overlaying more recent photos and other geographical information system layers on the 1981 photos. Whether image data are digitized or paper photos are used to assess vegetation condition, the assessment will nonetheless be subjective visual analysis vs. quantitative due to lack of a calibrated and limited spectral response of the 1981 images. However, quality of basemap boundaries will be more variable if derived from visual methods than from a scanned and geo-registered image.

ALTERNATIVES: Instead of digitizing the images, ICWD staff can visually interpret vegetation conditions from 1981 aerial photos, but would lack the ability to work with and display these key baseline data with other GIS data.

OTHER AGENCY INVOLVEMENT: None

FINANCING: The funding for this contract has been included in the FY 2014-15 Water Department budget (024102) Professional Services (5265).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>07/22/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>[Signature]</i> Approved: <u>yes</u> Date <u>7/24/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <i>Aue Dishorn by UK</i> Approved: <input checked="" type="checkbox"/> Date <u>7/24/14</u>

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

[Signature]

Date: 7/9/14

ATTACHMENT A

AND **AGREEMENT BETWEEN COUNTY OF INYO**
TETRA TECH INC.
FOR THE PROVISION OF AERIAL PHOTO IMAGERY **SERVICES**

TERM:

FROM: AUGUST 5, 2014 **TO:** JUNE 30, 2015

SCOPE OF WORK:

SEE ATTACHMENT A

Scope of Work

1. Scan Color Contact Prints:
 - 713 images, 9x9, 1:12000 scale, acquired 1981
 - Scan resolution of 600 dpi
 - 3-band color images (natural color: red, green, blue) – 24 bit, capture full range for each band
 - Output in uncompressed TIFF format
 - Photos (contact prints) to be furnished by Inyo County Water Department

2. Geo-reference/Ortho Rectification -- Using aero-triangulation and ortho-rectification procedures outlined in proposal and follow-up questions, geo-reference scanned image data to NAD83, UTM Z11 coordinates:
 - Measure fiducial marks visible on scanned images to stitch images into blocks for aero-triangulation adjustment
 - NAIP 2012 imagery source for additional control points (digital images for Inyo County can be supplied by ICWD or obtained from USDA for the 44 scenes in Mono County).
 - Contractor supplied camera model (calibration report)
 - Digital elevation model – public sources and/or contractor derived terrain model
 - Apply aerotriangulation adjustment and terrain model to orthorectify imagery

3. Image processing --process geo-referenced scanned images to ensure a seamless mosaic
 - Remove black border surrounding image
 - Color balance imagery so that transitions between blocks/tiles are seamless
 - Document parameters, procedures and any reference image used for color balancing.
 - Mosaic images and develop tiling and labeling scheme for the images in consultation with ICWD and document scheme.

4. Quality Control –
 - Contractor will review quality (color-balancing, no blurring, introduced artifacts from the scan) of scanned images from their sub-contractor and if necessary request re-scan – step 1.
 - Following ortho-rectification, select test points and calculate root-mean-squared error (RMS) – points should be within 5 m RMS (step 2)
 - Examine linear features at boundaries of tiles and verify that they match or not offset by more than 3 pixels (step 2) and that color is balanced across tiles (step 3).

5. Generate metadata
 - FGDC compliant
 - Basic information requirement for image display should be contained in tfw file, e.g., pixel dimensions and registration.

- Other information describing the data set including parameters and procedures applied, ownership and rights management should be in XML or other format compatible with the FGDC standard.

6. Data Delivery

- Coordinate with ICWD and Inyo County Information Service to arrange electronic delivery of scanned, ortho-rectified imagery in TIFF format and metadata (XML).
- Documentation (reports) of procedures and quality control applied, accuracy of geo-referenced imagery, description and index of tiling scheme also to be delivered electronically.
- Original contact prints to be returned to Inyo County Water Department.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 26

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF August 5, 2014

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

27

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF August 5, 2014

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF August 5, 2014

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

29

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF August 5, 2014

SUBJECT: Continuation of proclamation of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 30

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

FROM: CLERK OF THE BOARD
 By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: August 5, 2014

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meetings of July 1, 2014, July 8, 2014, and July 15, 2014.

SUMMARY DISCUSSION: - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

33

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: August 5, 2014

SUBJECT: Treasury Status Report for the Quarter Ending June 30, 2014

DEPARTMENTAL RECOMMENDATION: Review Report and direct questions to the County Treasurer.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Report is provided pursuant to the provisions of Sections 16481.2 and 53646(b) of the Government Code. The primary purposes of the Report are to disclose the following: the investments and deposits of the treasury; the cost basis and market values of investments; compliance to the County Treasury Investment Policy; The weighted average maturity of the investments; and, the projected ability of the Treasury to meet the expected expenditure requirements of the Treasury's pooled participants for the next six months.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: Pursuant to Section 16481.2(a) of the Government Code, which is optional, copies of quarterly reports are sent to members of the County Treasury Oversight Committee. Pursuant to Section 53646(g) of the Government Code, which is also optional, copies of the reports as of December 31st and June 30th are forwarded to the California Debt and Investment Advisory Commission. Copies of all quarterly Treasury reports are available to Treasury participants.

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:  Date: July 16, 2014
Alisha McMurtrie, Treasurer-Tax Collector

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: June 30, 2014
DATE: July 16, 2014

The following status report of the County Treasury as of June 30, 2014 is provided pursuant to the provisions of Sections 16481.2 and 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from Union Bank reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 775 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's OPEB investment with PARS balance as of: 5/31/14 was \$5,053,688.85 (Principal: \$3,750,000.00 + Interest: \$1,338,092.27 - Fees: \$-34,403.42)

C: Ms. Amy Shepherd, Inyo County Auditor-Controller
Mr. Tom Hardy, Inyo County District Attorney
Mr. Bill Lutz, Inyo County Sheriff
Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION
 DATE: 6-30-14

AUDITOR'S BALANCES

Balance Forward - Cash in Treasury	\$118,956,881.70
Plus: Auditor Adjustments Payroll	
Deposit Authorizations	\$1,327,328.27
Less: Co. Checks Pd 06/27/14	(226,303.13)
Auditor JE# to adjust	
Outgoing Electronic Wires	-\$46,581.09 CO P/R St Tax -\$285,417.73 CO P/R Fed Tax -\$4,250.78 Chrtr-Yth Bld Cen St Tax -\$13,417.80 Chrtr-Yth Bld St Tax -\$97,075.04 Chrtr-Yth Bld Fed Tax -\$31,967.36 Chrtr-La Ed Corp Fed Tax -\$5,087.20 Chrtr-The Ed Corp St Tax -\$774.20 Chrtr-Coll Bridge St Tax -\$66,079.84 ICOE State Tax -\$359,439.68 ICOE Fed Tax -\$1,803,534.67 ICOE Payroll -\$383,399.83 Other (\$73,506.53) Aud Wire
Ending "Claim on Cash in Treasury"	\$116,887,375.09

TREASURER'S BALANCE:

Cash on Hand: Vault	\$5,650.00
Drawer	\$351.83
Bank Deposits on Hand:	

BANK ACCOUNTS:

Union Bank - General Account.	\$3,399,233.78
El Dorado - General Account	\$21,005.00

INVESTMENTS: % Invested

Local Agency Investment Fund	\$45,500,000.00	<i>Agency Limit</i>
UBS Money Market	\$2,000,000.00	1.71% of 10.00%
Federal Agencies	\$ 46,494,311.71	39.78% of 100.00%
CD	\$3,000,000.00	2.57% of 30.00%
Treasury Bill	\$0.00	0.00% of 100.00%
Commercial Paper	\$ 16,466,822.77	14.09% of 15.00%

TOTAL TREASURY BALANCE: **\$116,887,375.09**

Difference: (Treasury SHORT or OVER) \$0.00

Explanation of Difference:

NOTES

Investments Maturing Over 1 Year **\$ 43,494,500.00** 37.21% of 35.00%

Prepared By: 



Holdings - Reporting as of Trade Date
Account: 6736305280 - COUNTY OF INYO

As of: 30-Jun-2014

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Moody's Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Corporate Obligations	UNION BANK C/D 0.180% 8/22/14	22-Aug-2014	905269KE5	3,000,000.0000	\$3,000,000.00 USD	\$3,000,450.00 USD	N/A	N/A	\$450.00 USD	0.180%	\$5,400.00 USD
Cash & Cash Equivalents	ABBEY NATL INC DC/P 8/29/14	29-Aug-2014	0027A1HV4	1,500,000.0000	\$1,496,453.33 USD	\$1,499,810.00 USD			\$3,156.67 USD	0.325%	\$4,866.67 USD
Cash & Cash Equivalents	UBS FINANCE DELW DC/P 8/29/14	29-Aug-2014	90262DHV0	5,000,000.0000	\$4,990,694.44 USD	\$4,998,700.00 USD			\$8,005.56 USD	0.254%	\$12,673.62 USD
Government Obligations	FHLMC DISC NT 9/12/14	12-Sep-2014	313397F55	3,003,000.0000	\$2,999,811.71 USD	\$3,002,759.78 USD	N/A	N/A	\$2,948.05 USD	0.141%	\$4,247.17 USD
Cash & Cash Equivalents	UBS FINANCE DC/P 9/29/14	29-Sep-2014	90262DJV8	4,000,000.0000	\$3,991,750.00 USD	\$3,998,200.00 USD			\$6,450.00 USD	0.279%	\$11,152.78 USD
Cash & Cash Equivalents	ABBEY NATL NA LLC DC/P 1/05/15	05-Jan-2015	0027A1NS4	3,000,000.0000	\$2,993,925.00 USD	\$2,995,620.00 USD			\$1,695.00 USD	0.273%	\$8,182.20 USD
Cash & Cash Equivalents	ABBEY NATL NA LLC DC/P 2/19/15	19-Feb-2015	0027A1PK9	3,000,000.0000	\$2,994,000.00 USD	\$2,994,180.00 USD			\$180.00 USD	0.305%	\$9,125.00 USD
Government Obligations	FHLMC NTS 0.800% 4/04/16	04-Apr-2016	3134G3L40	4,000,000.0000	\$4,000,000.00 USD	\$4,000,120.00 USD	AA+	AAA	\$120.00 USD	0.800%	\$24,000.00 USD
Government Obligations	FNMA NTS 0.500% 5/20/16	20-May-2016	3135G0XH1	1,500,000.0000	\$1,500,000.00 USD	\$1,499,295.00 USD	AA+	AAA	(\$705.00) USD	0.500%	\$7,500.00 USD
Government Obligations	FFCB BDS 0.620% 10/24/16	24-Oct-2016	3133EA5V6	4,000,000.0000	\$4,000,000.00 USD	\$3,970,720.00 USD			(\$29,280.00) USD	0.625%	\$24,800.00 USD
Government Obligations	FHLMC MTN 0.850% 12/27/16	27-Dec-2016	3134G4AB4	3,000,000.0000	\$3,000,000.00 USD	\$2,998,560.00 USD	AA+	AAA	(\$1,440.00) USD	0.850%	\$25,500.00 USD
Government Obligations	FHLB BDS 1.100% 5/19/17	19-May-2017	3130A1T40	3,000,000.0000	\$3,000,000.00 USD	\$3,002,640.00 USD	AA+	AAA	\$2,640.00 USD	1.099%	\$33,000.00 USD
Government Obligations	FHLB BDS 0.750% 6/13/17	13-Jun-2017	313383AP6	3,000,000.0000	\$3,000,000.00 USD	\$2,985,720.00 USD			(\$14,280.00) USD	0.754%	\$22,500.00 USD
Government Obligations	FNMA NTS S/U 0.700% 12/13/17	13-Dec-2017	3138G07A3	3,000,000.0000	\$3,000,000.00 USD	\$2,989,050.00 USD	AA+	AAA	(\$10,950.00) USD	0.703%	\$21,000.00 USD
Government Obligations	FFCB BDS 0.900% 12/26/17	26-Dec-2017	3133ECB45	5,000,000.0000	\$4,997,500.00 USD	\$4,974,800.00 USD			(\$22,700.00) USD	0.905%	\$45,000.00 USD
Government Obligations	FHLB BDS 1.250% 1/09/18	09-Jan-2018	3130A0GC8	4,000,000.0000	\$3,997,000.00 USD	\$3,992,000.00 USD	AA+	AAA	(\$5,000.00) USD	1.253%	\$50,000.00 USD
Government Obligations	FHLB BDS S/U 0.750% 4/30/18	30-Apr-2018	313382RQ8	3,000,000.0000	\$3,000,000.00 USD	\$2,987,130.00 USD	AA+		(\$12,870.00) USD	0.753%	\$22,500.00 USD
Government Obligations	FHLB BDS 1.250% 6/27/18	27-Jun-2018	313383JQ5	3,000,000.0000	\$3,000,000.00 USD	\$2,969,790.00 USD			(\$30,210.00) USD	1.263%	\$37,500.00 USD
Government Obligations	FNMA NTS 1.625% 11/27/18	27-Nov-2018	3135G0YT4	3,000,000.0000	\$2,989,950.00 USD	\$3,016,050.00 USD	AA+	AAA	\$26,100.00 USD	1.616%	\$48,750.00 USD
Government Obligations	FNMA NT 1/23/19 2.050%	23-Jan-2019	3136G1YT0	4,000,000.0000	\$4,000,000.00 USD	\$4,004,720.00 USD	AA+	AAA	\$4,720.00 USD	2.048%	\$82,000.00 USD
Subtotals											
Cash & Cash Equivalents					\$16,466,822.77 USD	\$16,486,310.00 USD			\$19,487.23 USD		\$46,000.27 USD
Government Obligations					\$46,484,261.71 USD	\$46,393,354.76 USD			(\$90,906.95) USD		\$448,297.17 USD
Corporate Obligations					\$3,000,000.00 USD	\$3,000,450.00 USD			\$450.00 USD		\$5,400.00 USD
Total					\$65,951,084.48 USD	\$65,880,114.76 USD			(\$70,989.72) USD		\$499,697.44 USD

**Inyo County Treasurer's Report
Weighted Average Maturity**

Maturity Date	# of Days to Maturity	\$ Amount of Security
8/22/2014	22X3	\$3,000,000.00
8/29/2014	29X1.4	\$1,496,453.33
8/29/2014	29X5	\$4,990,694.44
9/12/2014	43X3	\$2,999,811.71
9/29/2014	60X4	\$3,991,750.00
1/5/2015	158X3	\$ 2,993,925.00
2/19/2015	203X3	\$2,994,000.00
4/4/2016	613X4	\$ 4,000,000.00
5/20/2016	659X1.5	\$ 1,500,000.00
10/24/2016	816X4	\$ 4,000,000.00
12/27/2016	880X3	\$ 3,000,000.00
6/13/2017	1048X3	\$ 3,000,000.00
12/13/2017	1231X3	\$ 3,000,000.00
12/26/2017	1244X5	\$ 4,997,500.00
1/9/2018	1258X4	\$ 3,997,000.00
4/30/2018	1369X3	\$ 3,000,000.00
6/27/2018	1427X3	\$ 3,000,000.00
11/27/2018	1580X3	\$ 2,989,950.00
1/23/2019	1637X4	\$ 4,000,000.00
TOTAL:	48812	\$ 62,951,084.48

**Total 775 Days Weighted Average Maturity
As of: June 30, 2014**

Please note that this does not include checking account at UBOC, El Dorado, LAIF or UBS Account.

***Days are determined at a per million rate.**

COUNTY OF INYO
PARS GASB 45 Program

Monthly Account Report for the Period
5/1/2014 to 5/31/2014

Kevin Carunchio
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 5/1/2014	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 5/31/2014
Employer Contribution	\$4,877,467.78	\$100,000.00	\$76,221.07	\$0.00	\$0.00	\$0.00	\$5,053,688.85
Totals	\$4,877,467.78	\$100,000.00	\$76,221.07	\$0.00	\$0.00	\$0.00	\$5,053,688.85

Investment Selection

Moderate HighMark PLUS

Investment Objective

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

1-Month	3-Months	1-Year	Annualized Return			Inception Date
			3-Years	5-Years	10-Years	
1.53%	1.03%	10.01%	7.82%	N/A	N/A	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value
Past Performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
Inception Date: Plans inception date

34

OFFICE OF THE
SHERIFF
INYO COUNTY, CA



WILLIAM R. LUTZE
SHERIFF

KEITH HARDCASTLE
UNDERSHERIFF

"A Professional Service Agency"

Memorandum

To: Pat Gunsolley, Assistant Clerk of the Board
From: Janis, Administrative Assistant to the Sheriff
CC: File
Date: 7/11/2014
Re: Annual Sheriff's Special Appropriation Report

Attached please find the signed Sheriff's Special appropriation report for the period of 7/1/2013 to 6/30/2014.

Please provide the report to the Board as informational.

Thank you.

A handwritten signature in blue ink that reads "Janis".

SHERIFF'S SPECIAL APPROPRIATION

AS OF JUNE 30, 2014

The following represents deposits and expenditures made by me or under my direction and control under the authority granted by Sections 29435 through 29439 of the California Government Code.

Cash on Hand and/or deposit as of	6/30/2013	\$	5,977.76
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Deposits: County General Fund: Date:	11/4/2013	\$	5,000.00	
Asset Seizure Trust: date		\$		
Other: Date:		\$		10,977.76

Disbursements from 07/01/2013 To 06/30/2014

1. Criminal Investigations, pending and under investigation

2. Narcotics Enforcement:

Informants	\$	500.00	
"Buys"			
Equipment	\$		
Undercover Costs	\$		
Other Costs	\$	130.44	

TOTAL	\$	630.44	
-------	----	--------	--

3. Criminal intelligence program Enforcement Fees, Undercover not included above

\$

4. Expenses incurred in the suppression of Vice and other crimes

\$

5. Expenses necessarily incurred in the Preservation of the Peace

\$ 4,269.56

Total expenditure items 1-5	\$	4,900.00	
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Bank Service Charges	\$	52.50	\$	52.50
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TOTAL cash on hand/in the bank as of 06/30/2013	\$	6,025.26	
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I hereby declare under penalty of perjury that the foregoing is true and correct and that I found it necessary to expend the funds listed in the manner stated. I further declare that all expenditures were made in accordance with Section 29435 of the California Government Code.

Date:

7-24-14

Signed:



Inyo County Sheriff