Agenda

County of Inyo
Board of Supervisors

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

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

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

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

July 7, 2015

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

CLOSED SESSION

2. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1)*** – *Native American Heritage Commission v. Inyo County Planning Department and Inyo County Board of Supervisors,* Inyo County Superior Court Case No. SICVPT 1557557 (Munro Petition for Writ of Mandate.)

3. ***CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)]*** - decision whether to initiate litigation (two case).

4. ***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, Assistant County Administrator, Rick Benson, 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: Law Enforcement Administrators' Association (LEAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, 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: Deputy Sheriff's Association (DSA) - Negotiators: County Administrative Officer, Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

7. ***REAL PROPERTY NEGOTIATIONS - CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code §54956.8)*** – Property – APN010-490-08, Bishop, California – Negotiating Parties – County Administrator, Kevin Carunchio, Assistant County Administrator, Rick Benson, and Public Works Director, Clint Quilter, and Joseph Enterprises - Negotiating Parties, Steve Joseph, Scott Piercey, Wayne Lamb and Jeff Shepard – Negotiations – Terms and Conditions.

8. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code §54956.9(d)(2)*** – significant exposure to potential litigation (one case).

OPEN SESSION

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

9. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW.***

10. ***PUBLIC COMMENT***

11. ***INTRODUCTION*** – Melanie Fennessey an RN in the Health and Human Services Department will be introduced to the Board.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

12. ***Advertising County Resources*** - Request Board approve the final payments for 2014-15 Community Project Sponsorship Grant Projects as follows: A) Bishop Area Chamber of Commerce and Visitors Bureau - $1,250 for the 2015 Trout Season Media Reception and $4,250 for the Blake Jones Trout Derby; and B) Lone Pine Chamber of Commerce - $4,500 for the 2015 Inyo County Visitors Guide.

13. ***Information Services*** – Request Board approve Amendment No. 2. To the Contract between the County of Inyo and C. Toeller Consulting for Technical Services related to the implementation of a new Property Tax Management System; and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained.

14. ***Personnel*** – Request Board change the titles for the following two positions in the Department's Authorized Strength, from Director of Social Services to Health and Human Services Deputy Director – Aging and Social Services and from Director of Behavioral Health to Health and Human Services Deputy Director – Behavioral Health.

CLERK-RECORDER

15. Request Board authorize a $10,080 payment to AtPact for the annual CRiss™ Software License Maintenance and Support Fee, contingent upon the Board's adoption of a FY 2015-16 Budget.

ENVIRONMENTAL HEALTH

16. Request Board A) declare IDEXX Laboratories, Inc., a sole-source provider of certain water laboratory supplies for the period of July 1, 2015 through June 30, 2016; and B) approve the purchase of water testing supplies from IDEXX through a blanket purchase order in an amount not to exceed $11,000, contingent upon the Board's adoption of a FY 2015-16 Budget.

HEALTH AND HUMAN SERVICES

17. ***Behavioral Health Services*** - Request approval of the Contract between the County of Inyo and Jeanette Sprague, MFT for the provision of bilingual mental health services as part of the Mental Health Service Act Community Services and Supports Plan in an amount not to exceed $25,000 for the period of July 1, 2015 through June 30, 2016, contingent upon the Board's adoption of a FY 2015-16 Budget; and authorize the Chairperson to sign.

18. ***Behavioral Health Services*** – Request approval of the Contract between the County of Inyo and the Echo Group for Echo Share Care product, in an amount not to exceed $199,060.08 for the period of July 1, 2015 through June 30, 2016, contingent upon the Board's adoption of a FY 2015-16 Budget; and authorize the Chairperson to sign the Contract and the HIPAA Business Association Agreement.

19. ***EMS*** – Request Board approve the following Contracts for projects to be funded from the Emergency Medical Services Trust Fund for the purchase of emergency response equipment and training in amounts listed, for a total amount not to exceed $34,212 for the period of July 1, 2015 through December 31, 2015, and authorize the Chairperson to sign: A) Independence Volunteer Fire Department - $6,300; B) Olancha Cartago Fire Department - $7,295; C) Lone Pine Volunteer Fire Department - $7,587; D) Big Pine Fire Protection District - $7,296.60; and E) Southern Inyo Fire Protection District - $5,733.60.

PROBATION

20. Request Board approve a proclamation declaring July 12 through 18, 2015 as Probation Services Week in Inyo County.

PUBLIC WORKS

21. Request approval of the following to the Contract between the County of Inyo and Quincy Engineering, for engineering services, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained: A) Amendment #3 increases the amount of the Contract by $67,400 for engineering services on the Upper Trona Wild Rose Project to a total Contract amount not to exceed $1,471,700 and extends the Contract to an ending date of December 31, 2017; B) Amendment #4 credits the County $62,600 for engineering services for the Oak Creek Bridge Project to a total Contract amount of $1,409,200; and C) Amendment No. 5 increases the Contract by $21,700 for engineering services on the Carroll Creek Bridge Project to a total Contract amount not to exceed $1,430,900.

22. Request Board declare Eastern Sierra Engineering a sole-source provider of Engineering Services for the South Bishop Improvement Project; and approve the Contract between the County of Inyo and Eastern Sierra Engineering for engineering services related to the South Bishop Improvement Project in an amount not to exceed $86,500, contingent upon the Board's adoption of a FY 2015-16 Budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

SHERIFF

23. Request Board declare MorphoTrust USA, Inc., a sole-source provider of maintenance of Livescan Fingerprint machines, and approve a purchase order to MorphoTrust USA, Inc., for annual maintenance agreement for 2 Livescan Fingerprint machines at the Jail and the Bishop Police Department, in an amount not to exceed $16,000, contingent upon the Board's adoption of a FY 2015-16 Budget.

24. Request approval of the application for the 2015 Financial & Operation Plan for Controlled Substance Operations U.S. Forest Service reimbursements in the amount of $5,000, contingent upon the Board's adoption of a FY 2015-16 Budget; and authorize the Sheriff and the Chairperson to sign the Agreement and all necessary documents.

WATER DEPARTMENT

25. Request approval of the following to assist with the Green Book Revision effort being conducted by the Inyo County Water Department and the City of Los Angeles Department of Water and Power (LADWP) as endorsed by the Inyo/Los Angeles Standing Committee, November 27, 2006 and extend the Agreements to July 25, 2016; A) the Cooperative Studies Funding Agreement between the County of Inyo, LADWP and Susan Carpenter to act as facilitator; and authorize the Chairperson to sign; B) the Cooperative Studies Funding Agreement between the County of Inyo, LADWP and the Ecological Society of America to act as a facilitator; and authorize the Chairperson to sign; C) MOU between the Inyo County Water Department, LADWP, and Susan Carpenter to act as facilitator and authorize the Water Director to sign; and D) MOU between the Inyo County Water Department, LADWP, and the Ecological Society of America to act as facilitator; and authorize the Water Director to sign.

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

26. ***AGRICULTURAL COMMISSIONER*** – Request Board accept the presentation of the 2014 Annual Crop and Livestock Report.

27. ***PUBLIC WORKS*** – Request approval and ratification of amendment No. 10 to the Contract between the County of Inyo and Eastern Sierra Engineering, extending the ending date of the Contract from June 15, 2015 to June 15, 2016; and authorize the Chairperson to sign.

28. ***TREASURER-TAX COLLECTOR*** – Request Board authorize the extension of a temporary Office Clerk I position at Range PT48 ($13.50/hr.) for a period not to exceed one year from the original hire date of January 16, 2015.

29. ***TREASURER-TAX COLLECTOR*** – Request approval of a Resolution, pursuant to the provisions of Article XVI, Section 6 of the California Constitution, authorizing an interim loan from the County Treasury to the Southern Inyo Fire Protection District in the aggregate amount of $20,000 for the purpose of financing the District's operational costs during FY 2015-16 prior to receipt of the Districts annual property tax apportionment.

30. ***COUNTY ADMINISTRATOR - CLERK-RECORDER*** – Request Board consider approval of a letter to Assembly Member Jose Medina, acknowledging the sponsors willingness to amend AB 291 to reflect Inyo County's concerns regarding CEQA notification and withdrawing the County's opposition to AB 291 with the revised language; and authorize the Chairperson to sign.

31. ***COUNTY ADMINISTRATOR - Emergency Services*** - Request Board continue the local emergency, The Death Valley Roadeater Emergency that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32, as recommended by the County Administrator.

32. ***COUNTY ADMINISTRATOR – Emergency Services*** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.

33. ***COUNTY ADMINISTRATOR - Emergency Services*** - Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.

34. ***COUNTY ADMINISTRATOR - Emergency Services*** – Request Board continue the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.

35. ***CLERK OF THE BOARD*** – Request approval of the minutes of the Board of Supervisors meetings as follows: A) Regular Meeting of June 9, 2015; B) Special Meeting of June 10, 2015; and C) Regular Meeting of June 16, 2015.

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

12:00 p.m.. 36. ***NOTIFICATION*** - The Board will recess to provide the opportunity for Board Members to attend the swearing-in ceremony for the 2015 – 2016 Inyo County Grand Jury.

CORRESPONDENCE - ACTION

37. ***INYO COUNCIL FOR THE ARTS*** – Request approval of a Resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Designating Inyo Council for the Arts as the County's Partner to the California Arts Council."

38. ***INYO COUNTY FISH AND WILDLIFE ADVISORY COMMISSION*** – Request approval of a letter to the California State Fish and Game Commission identifying concerns with AB 1213 also known as the Bobcat Protection Act; and authorize the Chairperson to sign.

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

COUNTY DEPARTMENT REPORTS *(Reports limited to two minutes)*

39. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

40. ***ENVIRONMENTAL HEALTH*** – Proposition 65 Report of a diesel fuel spill as a result of equipment being vandalized on Saline Valley Road.

41. ***STATE BOARD OF EQUALIZATION*** – Notice of Summons for the Assessor to attend a mandatory meeting in Squaw Valley on August 11, 2015.

42. ***STATE BOARD OF EQUALIZATION*** – Notice that Inyo County has been granted an extension to July 31, 2015 for the County to complete and submit the local assessment roll.

For Clerk's Use Only:
AGENDA NUMBER

12

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

X Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: July 7, 2015

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Bishop Chamber of Commerce for successfully completing two 2014-15 CPSP projects, the Trout Season Media Reception and the Blake Jones Trout Derby, and the Lone Pine Chamber of Commerce for successfully completing a 2014-15 CPSP project, the 2015 Inyo County Visitors Guide.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments to the Bishop Area Chamber of Commerce and Visitors Bureau for $1,250 for the 2015 Trout Season Media Reception and $4,250 for the 2015 Blake Jones Trout Derby and to the Lone Pine Chamber of Commerce for $4,500 for the 2015 Inyo County Visitors Guide. These are 2014-15 Community Project Sponsorship Grant projects funded from the 2014-2015 Advertising County Resources budget, 011400.

SUMMARY DISCUSSION: The Bishop Chamber of Commerce was awarded a FY 2014-15 County of Inyo Community Project Sponsorship Grant in the amount of $8,500 in October of 2014 to help sponsor the 2015 Blake Jones Trout Derby at Pleasant Valley Reservoir and the Owens River. After contracts were finalized, half the grant funds ($4,250) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining $4,250 in grant funding. The Chamber also provided ample evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material

On March 14, 2015, about 600 anglers registered for the derby, with about 80 percent of the participants coming from outside the county, organizers said. Weather and fishing conditions were excellent, with plenty of well-stocked waters. There was extensive media coverage before and after this well-established, 48th annual derby. Besides fish, anglers took home approximately $10,000 in prizes donated by the businesses that co-sponsored the event. More than 30 volunteers provide critical and friendly staffing at the event. This is a great kick-off to the trout season, organizers noted.

The Bishop Chamber of Commerce was awarded a 2014-15 County of Inyo Community Project Sponsorship Grant in the amount of $2,500 in October of 2014 to help sponsor the 2015 Trout Season Media Reception. After contracts were finalized, half the grant funds ($1,250) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining $1,250 in grant funding. The Chamber also provided ample evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

Friday evening, April 24, nearly 150 guests attended the Media Reception at Brown's Town Campground. An impressive roster of media members from across the state attended (see list) and ticket sales to local residents helped defray expenses. Business leaders and community members got the chance to talk to various media members and provide information and story ideas. The event was "a resounding success" organizers said.

The Lone Pine Chamber of Commerce was awarded a FY 2014-15 County of Inyo Community Project Sponsorship Grant in the amount of $9,000 in October of 2014 to help produce and distribute the eighth edition of the Inyo County Visitor's Guide. The Guide itself is "first class" and "shows Inyo County as a premier destination," the Chamber said. This year, 14,000 copies will be distributed. The guide was available at Inyo County's booth at Cal Expo, and was also available at locations where visitors drive into the county.

After contracts were finalized, half the grant funds ($4,500) were disbursed to the Lone Pine Chamber of Commerce. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of $4,500. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the publication in the Visitor Guide.

ALTERNATIVES: The Board could deny the requests.

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

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in the FY 2014-15 Advertising County Resources Budget (011400), Professional Services (5265).

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)
Date: 7-1-15

BISHOP AREA CHAMBER OF COMMERCE & VISITORS BUREAU

May 19, 2015

Dear Mr. Klusmire and Inyo County Supervisors:

Please find enclosed final funding request packages related to Inyo County Community Project Sponsorship Grant Funding for the 2015 Blake Jones Trout Derby and Media Reception.

This package contains completed reimbursement request forms, copies of all related invoices and written summary reports for the projects. We're pleased to report that both events were quite successful and we're thankful for the continued support of Inyo County.

Please do let me know when the final reimbursement requests 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 requests at your earliest convenience.

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

Sincerely,

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
DEATH VALLEY AND THE EASTERN SIERRA

WWW.BISHOPVISITOR.COM

COUNTY OF INYO
COMMUNITY PROJECT SPONSORSHIP PROGRAM
REIMBURSEMENT REQUEST FORM

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

Total Requested $ 1,250.00
Mid Project Request ☐
(list relevant invoices)
Final Payment Request ☒
(if yes, complete all sections below)

Grant Recipient Name: Bishop Area Chamber of Commerce & Visitors Bureau

Project Name: 2015 Media Reception

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

INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
4/24/15	Nalumaluiai, Rob	Live Music for Reception	$ 400.00
4/27/15	Sierra Smoke Shack	Catered Meal	$ 1,800.00
5/5/15	Dollar Tree	Glass Vases for Centerpieces	$ 42.51
5/11/15	Manor Market	Event Supplies	$ 644.18
	Misc.	Staff Expense	$ 1,398.90

Invoice Total $ 4,285.59
Total Reimbursement requested (if different) $ 1,250.00

CHECK LIST FOR FINAL REIMBURSEMENT

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity ☒

Date Project/ Event Completed: April 24, 2015

Final Report to the Board of Supervisors
Oral Report ☐
Written Report ☒

Report of Eligible Staff Costs ☒

Documentation of All Eligible Expenses ☒

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

Dawni Thomas — Signature of Representative
Executive Director — Title
5/19/15 — Date

2015 TROUT OPENER MEDIA RECEPTION

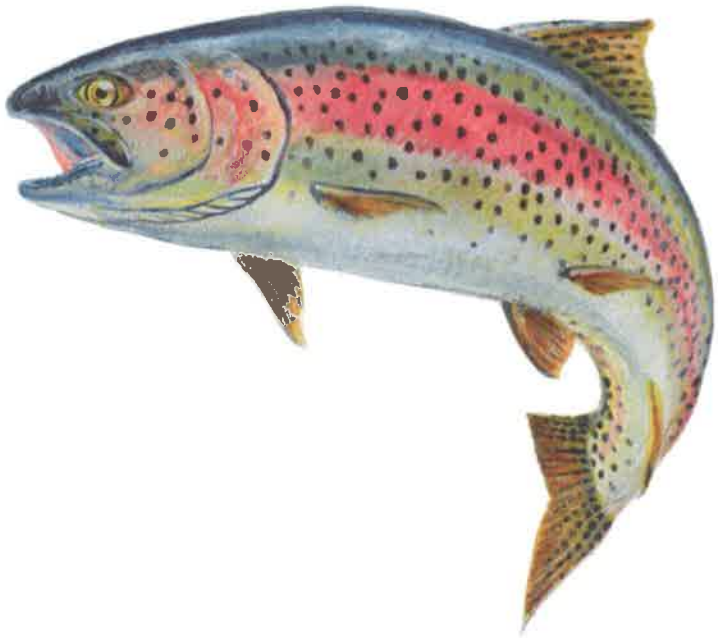
Time after time we hear that print and internet news stories, magazine features, television & radio broadcasts are vital to promotion of our area. Often, this press coverage is referred to as "free advertising" and the BACCVB recognizes that we absolutely must develop and nurture relationships with our media friends. **There is no such thing as "Free Advertising!"** We must invest time and some financial resources to attract key members of the press and to keep those stories coming. The Media Reception has proven to be a very effective method of attracting new reporters to our region as well as saying "thank you" to our many long-time supporters.

The 2015 Media Reception was held on Friday evening, April 24th at Brown's Town Campground. The weather was a little challenging (cool & windy), but everyone agreed it was a resounding success. In addition to press, we also invited key community leaders and business owners. Remember, the Media Reception is not just a party for the press – it's a carefully orchestrated event designed to give members of our community the opportunity to interact with media and give them story ideas to share with their readers, viewers & listeners. Nearly 150 guests attended this year's event.

A few of our 2015 special guests:

- Mike Anastasi, LA Daily News
- Dan Bacher, Fish Sniffer Magazine Senior Editor
- Ernie Cowan, Western Outdoor News and North County Times
- Katie Cowan, Freelance writer & outdoor photographer
- Joe Davis – Pure Fishing/Berkley
- Dave Finklestein, Fish Taco Chronicles
- Ken Harriso – San Diego Union-Tribune
- Bob Hoose – Berkley/Pure Fishing
- Andrew Hughan – PIO, California Department of Fish & Wildlife
- Cory Shiozaki – Manzanar Fishing Club
- Dave Hernandez, CBS
- Bill Karr, Western Outdoor News
- John McCoy, LA Daily News
- Pat McDonnel, Western Outdoor News
- Jim Ruebsamen, Freelance
- Bob Riha, USA Today
- Connie Bullock – Southwest Fly Fishing Federation
- Jeff Cann – California Department of Fish & Wildlife
- Mike Stevens, Western Outdoor News
- Martin Strelneck, Western Outdoor News
- Bart Hall of Fred Hall Sport Shows
- Brian Ferrell – Pure Fishing/Berkley
- Ed Zieralski, San Diego Union-Tribune

It is important to note that our community solidly supports the media reception. While members of the press are admitted free of charge, local business members and community leaders purchase tickets to attend the event. Ticket sales off-set approximately 28% of the total project expense. This is only possible due to generous discounts provided by the caterer and other local suppliers. Significant discounts and donations for linens, decorations and other event supplies also keep expenses at a minimum, while still producing a high-quality event. BACCVB truly appreciates the support provided via the CPSP program and we're pleased to be a great partner for Inyo County. Thank you!



EASTERN SIERRA
GENERAL TROUT SEASON OPENER

MEDIA RECEPTION

An event to say "thank you" to our media friends for continued support of Eastern Sierra Fishing and to celebrate the beginning of an awesome season! Enjoy catered meal, hosted bar, informational displays, live music, raffle prizes & great company!

Organized by Bishop Chamber of Commerce. Funded in part by County of Inyo.

Please Join Us!

Friday, 4/24

5:30-8:30 pm

Brown's Town Campground

1 Mile South of Downtown Bishop on HWY 395

$40 per Person
***FREE for Media Representatives**

RSVP BY 4/17

april@bishopvisitor.com

(760)873-8406

COUNTY OF INYO
COMMUNITY PROJECT SPONSORSHIP PROGRAM
REIMBURSEMENT REQUEST FORM

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

Total Requested $ 4,250.00
Mid Project Request ☐
(list relevant invoices)
Final Payment Request ☒
(if yes, complete all sections below)

Grant Recipient Name: Bishop Area Chamber of Commerce & Visitors Bureau

Project Name: 2015 Blake Jones Trout Derby

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

INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
1/28/15	CADFW	Stocking Permit/Contest Permit	$ 121.54
3/11/15	Summer Lake Trout	Deliver and stock trophy trout	$ 3,200.00
3/11/15	Inland Aquaculture	Deliver and stock trophy trout	$ 3,200.00
4/6/15	Amazon.com	Tent	$ 919.98
3/12/15	Mountain Apparel	Tshirts	$ 2,377.00
3/5/15	Eagle Claw, Hendrix, Reagan's	Prizes	$ 359.65
2/16/15	Cannon Financial	Color copies, invites, flyers, entry forms	$ 400.98
	Misc.	Advertising - see attached	$ 2,172.24
	Misc.	Staff Expense - see attached	$ 4,379.55

Invoice Total $ 17,130.94
Total Reimbursement requested (if different) $ 4,250.00

CHECK LIST FOR FINAL REIMBURSEMENT

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity ☒

Date Project/ Event Completed 3/14/15

Final Report to the Board of Supervisors
Oral Report ☐
Written Report ☒

Report of Eligible Staff Costs ☒

Documentation of All Eligible Expenses ☒

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

Dawni Thomson — Signature of Representative
Executive Director — Title
5/16/15 — Date

Inyo County Community Project Sponsorship Program

2015 BLAKE JONES TROUT DERBY

FINAL REPORT & REQUEST FOR REIMBURSEMENT OF PROJECT EXPENSES

THANK YOU for your continued support of this important event! Without the assistance of Inyo County and help from our many co-sponsors & volunteers, the continuation of the Blake Jones Trout Derby might not be possible.

2015 Blake Jones Highlights

- Solid participation – over 600 people registered. Good mix of local and out of the area participants: 20% from Inyo County and 80% from outside of our region.
- Increased numbers of families fishing together.
- Excellent Fishing Conditions – *waters were well stocked which makes for happy customers!*
- Great local and out of the area press coverage prior to and following event.
- Maintained impressive level of co-sponsorship of prizes – approximately $10,000 in donated equipment, merchandise and gift certificates awarded.
- Maintained awesome level of volunteer support – *more than 30 individuals donated time to help set-up & clean-up, register & check-in participants, weigh fish & other duties.*

The Blake Jones Trout Derby produces an excellent ROI for Inyo County! Many participants stay in Inyo County campgrounds, plus they dine and shop in area businesses from Lone Pine to Bishop. In addition to immediate financial returns, the event serves to encourage year-round visitation to the Eastern Sierra. In 2015, we celebrated the 48th anniversary of the Blake Jones Trout Derby and we hope to continue to host the event for many years to come.

Once again, thank you!

BLAKE Jones

SINCE 1968

TROUT DERBY

MARCH 14, 2015

PLEASANT VALLEY RESERVOIR (8MI. N. OF BISHOP)

BOAT RAFFLE
DAVE SCADDEN ESCAPE PONTOON BOAT
DONATED BY ERICK SCHAT'S BAKERY

REGISTRATION FEES

EARLY BIRD (BY 2/15/15)	ADULTS: $10	CHILD (UNDER 12)	$5
ONSITE (AFTER 2/15/15)	ADULTS: $15	CHILD (UNDER 12)	$7

BISHOP, CA

BLIND BOGEY

PRIZES:
CASH
FLOAT TUBES
ROD & REEL COMBOS
LOADS OF FISHING GEAR + MUCH, MUCH, MORE

FREE SHUTTLE
FROM PVR GATE

QUESTIONS
BISHOP CHAMBER
690 N. MAIN ST. (760) 873-8405
INFO@BISHOPVISITOR.COM

REGISTRATION BEGINS 6AM
WEIGH IN DEADLINE 3PM
WINNER MUST BE PRESENT

WWW.BISHOPVISITOR.COM

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

Lone Pine
Chamber of Commerce

June 09, 2015

Inyo County Board of Supervisors
PO N
Independence, CA 93545

Dear Supervisors;

This is the final request for the eighth annual Inyo County Visitor's Guide.

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

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

Again thank you for your participation in this project.

Sincerely,

Kathleen

Kathleen New
President/CEO

PH. [760] 876.4444 • www.lonepinechamber.org
info@lonepinechamber.org

COUNTY OF INYO
COMMUNITY PROJECT SPONSORSHIP PROGRAM
REIMBURSEMENT REQUEST FORM

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

Total Requested 4,500.00
Mid Project Request ☐
(list relevant invoices)
Final Payment Request ☒
(if yes, complete all sections below)

Grant Recipient Name: Lone Pine Chamber of Commerce

Project Name: Inyo County Visitor's Guide

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)			
INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
2/14/- 6/15	Linda Duarte	Clerk 75 HRS @ 15.00	1,125.00
6/15 - 6/01/2014	kathleen new	staff 30 hrs @ 25.00	750.00
5/09/15	Golden Gate Media	ad	395.00
6/08/15	Golden Gate Media	printing, production, placement	6,500.00
6/09/15	Osuna Design	ad design and placement	800.00
5/11/15	Charles James	Article and pictures of DV for VG	300.00

Invoice Total 9,870.00
Total Reimbursement requested (if different) 4,500.

CHECK LIST FOR FINAL REIMBURSEMENT

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity ☒

Date Project/ Event Completed 6/09/15

Final Report to the Board of Supervisors
Oral Report ☐
Written Report ☒

Report of Eligible Staff Costs ☒

Documentation of All Eligible Expenses ☒

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

Kathleen New — Pres./CEO — 6/09/15
Signature of Representative — Title — Date

GOLDEN GATE MEDIA GROUP
1729 Averill Park Drive
San Pedro, CA 90732

INVOICE NUMBER:	IG15613
INVOICE DATE:	6/8/15
DUE DATE:	NOW DUE

BILL TO:
Kathleen New
C/O Lone Pine Chamber of Commerce
P.O. Box 749
Lone Pine, CA 93545

Publication	Copies	Extension
Publishing of 2015 (8th Annual) Inyo Visitors Guide This includes Distribution.	14,000	$6,500.00

Make Check Payable To:
GOLDEN GATE MEDIA GROUP
1729 Averill Park Drive
San Pedro, CA 90732

Subtotal	$6,500.00
Sales Tax	0.00
Shipping	0.00
Deposit	$0.00
Net Invoice	**$6,500.00**

Ph: 310.872.7395 • Fax: 888.340.5448

For Clerk's Use Only:
AGENDA NUMBER

13

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Administration

FOR THE BOARD MEETING OF: July 7, 2015

SUBJECT: Approval of Amendment No.2 to the C. Toeller Consulting Contract

DEPARTMENTAL RECOMMENDATION:

Request that your Board: 1.) Approve Amendment No. 2 to the contract between the County of Inyo and C. Toeller Consulting for Technical Services related to the implementation of a new Property Tax Management System ; and 2.) Authorize the Chairperson to sign Amendment No. 2 subject to and contingent upon obtaining all appropriate signatures.

SUMMARY DISCUSSION:

On June 10, 2012, the Board approved an agreement with C. Toeller Consulting to provide project management services to assist the County in installing, transitioning, and implementing a new property tax management system (the PTMS Project). The original agreement, which has since been extended due to delays in implementing the project, designated that the contractor's contact with the County was to be through the Treasurer-Tax Collector, as the "sponsor" of the PTMS Project. Last month the Treasurer-Tax Collector informed us that she could no longer serve in this role. This amendment changes the contractor's point of contact at the County to the County Administrator or his designee(s). Pursuant to the County Technology Initiative Policy, the Information Services Division, within the County Administrator's Office, has responsibility for all information technology transactions at the County and, as such, is the appropriate point of contact for directing the services of the PTMS Project Manager.

ALTERNATIVES:

If the attached amendment is not approved by your Board the agreement will reflect a leadership structure for the project which is no longer in place.

OTHER AGENCY INVOLVEMENT:

In addition to Information Services, the PTMS Project Team includes the Offices of the Assessor, Auditor-Controller, and Treasurer-Tax Collector as well as the Assistant County Administrator.

FINANCING:

This amendment has no fiscal impact.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Kemp-Williams Approved: ✓ Date 07/01/15
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_____

REQUESTED BY:_____ Date:_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 7/1/15

AMENDMENT NUMBER __2__ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
__C. Toeller Consulting__
FOR THE PROVISION OF Project Management Services-PTMS13 **SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and __Carie Toeller__, of C. Toeller Consulting Project Management (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Project Management Services dated __August 12, 2012__, on County of Inyo Standard Contract No. __118__, for the term from __September 10, 2012__ to September 30, 2015 (Extended in length with Amendment #1).

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

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

County and Contractor hereby amend such Agreement as follows:

1. SCOPE OF WORK.

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

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

3. CONSIDERATION.

B. Travel and Per Diem. County shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the County Administrator and/or his designee. Travel and Per Diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

25. NOTICE.

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

The effective date of this Amendment to the Agreement is _____.
All the other items and conditions of the Agreement are unchanged and remain the same.

County of Inyo:

Kevin D. Carunchio, County Administrator	NAME
P.O. Drawer N, 224 N. Edwards Street	ADDRESS
Independence, CA 93526	CITY AND STATE

Contractor:

Carie Toeller	NAME
608 Ruscello Court	ADDRESS
El Dorado Hills, CA 95762	CITY AND STATE

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF INYO AND
C. Toeller Consulting
FOR THE PROVISION OF Project Management Services-PTMS13 SERVICES

SCOPE OF WORK:

The County of Inyo is currently undergoing the replacement of its Property Tax Management System (PTMS). This replacement project may include up to six departments. In order to facilitate a smooth transition, the PTMS working group requested and has been approved to receive contract services from a project manager. The project will replace the current software that is operational in the Assessor, Auditor-Controller and Treasurer-Tax Collector's office, interface with the Recorder and Planning department and develop a connection with the building permit process in Public Works. Successful implementation will result in an integrated and automated software system that manages, from start to finish, the property information process within Inyo County.

Under the general direction from the County Administrator and/or his designees C.Toeller Consulting will be a partner with the following team members: Kevin D. Carunchio, County Administrator; and Team Members David Stottlemyre, Assessor; Amy Shepherd, Auditor-Controller; Alisha McMurtrie, Treasurer-Tax Collector; Brandon Shults, Director Information Services; Rick Benson Assistant County Administrator and other members as may be needed.

C. Toeller Consulting will be required to provide the following:

Provide general oversight and guidance to project team
Coordinate activities among project participants
Establish team roles and responsibilities
Establish and oversee management of project plan/timeline
Identify project risks and/or gaps, contingency plans and mitigation strategies
Mediate team conflict or differences of opinion
Monitor project status and report monthly the project status to project team
Facilitate communication among project participants
Provide specific guidance and facilitation regarding:
- Vendor/system selection
- Contract negotiations
- Installation
- Configuration
- Data collection and conversion
- Process re-engineering
- Training
- Production cutover

AMENDMENT NUMBER __2__ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
__C. Toeller Consulting__
FOR THE PROVISION OF Project Management Services-PTMS13 **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS

____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

_____
Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

For Clerk's Use Only:
AGENDA NUMBER

14

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator/Personnel Department

FOR THE BOARD MEETING OF: **July 7, 2015**

SUBJECT: Changes to existing job titles for Health and Human Serivces

DEPARTMENTAL RECOMMENDATION:

Request Board change the titles for the following two positions in the Department's Authorized Strength, from Director of Social Services to Health and Human Services Deputy Director – Aging and Social Services and from Director of Behavioral Health to Health and Human Services Deputy Director – Behavioral Health.

SUMMARY DISCUSSION:

In 2013, Health and Human Services requested that the title of the Clinical Services Director of the Public Health division be changed to HHS Deputy Director - Public Health. To create a consistent and parallel structure throughout the Health and Human Services department, the HHS Director has requested that the titles of the Directors over the Aging and Social Services division as well as the Behavioral Health division to HHS Deputy Directors. This is a change in title only, and does not change job duties or compensation. In addition to creating consistency among HHS division heads, the new titles are also expected to clarify appropriate and primary staff contacts for State representatives interfacing with the HHS department, and to assist HHS division managers in carrying out their assigned responsibilities in conformance with a State hierarchy that sometimes places an emphasis on job titles over functions.

ALTERNATIVES:

Make no changes and titles remain the same.

OTHER AGENCY INVOLVEMENT:

Health and Human Services Department

FINANCING:

No money is associated with this change.

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.) Sue DL Approved: ✓ Date 7/2/15

DEPARTMENT HEAD SIGNATURE: Kevin Carunchio Date: 7/2/15
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

by Sue DL

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
15

FROM: Kammi Foote, Inyo County Clerk-Recorder

FOR THE BOARD MEETING OF: July 7, 2015

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

DEPARTMENTAL RECOMMENDATIONS:

Request Board authorize payment to AtPac in an amount of $10,080.00 for the annual CRiis ™ Software License Maintenance and Support Fee contingent upon the adoption of the 2015-2016 budget.

SUMMARY DISCUSSION:

AtPac is the sole source provider of the Recorder's Cashiering and Imaging System (CRiis ™). The payment of this annual CRiis ™ license fee is a requirement of continuing with the Recorder's Cashiering and Imaging System. CRiis ™ is the cashiering system for the offices of the County Clerk, Recorder and Registrar of Voters. CRiis ™ is also the system that facilitates recording land documents into the permanent record, issuance of Marriage Licenses and issuance of certified copies of Vital Records.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT: N/A

FINANCING:
Sufficient funds to cover this annual payment are contained in budget (023401-5311), contingent upon the adoption of the 2015-2016 budget.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Julia Langley	Approved: ✓ Date 6-16-15
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: yes Date 6/18/2015
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

Invoice

ATPAC
13300 New Airport Rd, STE 101
Auburn, California 95602
Phone (530) 887-2249
Fax (530) 887-2259

Date	Invoice #
5/1/2015	2015912

Bill To:

Inyo County Clerk/Recorder
Ms. Kammi Foote
P.O. Box F
Independence, CA 93526

Products - Services Fee Descriptions	Amount(s)
REFERENCE CRiis PROGRAM LICENSE AGREEMENT	
CRiis Software License Maintenance and Support Fee Annual License July 01, 2015 to June 30, 2016	10,080.00
Sales Tax	0.00

Thank you for your business.

Total → $10,080.00

CRiis PROGRAM LICENSE AGREEMENT

between

and

County of Inyo
168 North Edwards Street
Independence, California 93526
Attn: Beverly J. Harry
(760) 878-0220
(760) 878-2298/Fax

as **Licensee**

AtPac
10113 Alta Sierra Drive, Suite 102
Grass Valley, California 95949
Attn: James P. Maclam
(530) 272-0596
(530) 272-5098/Fax

as **Licensor**

Recitals

Whereas, it is the desire of the **Licensee** to acquire a Clerk-Recorder Imaging Information System (*CRiis*) license from **Licensor**, and

Whereas, it is the desire of **Licensor** to provide the *CRiis* license to **Licensee** according to the terms and conditions of this **Agreement**, and

Whereas, it is the understanding of the parties that **Licensor** is providing, for a fee, the *CRiis* licensed software in combination with other products to meet the needs of the **Licensee** as stated in **Licensee's** Request for Proposals and *AtPac*'s Response dated October 15, 1999,

Now therefore, the parties mutually agree as follows:

1. License.

1.1 Type; Fees.

The parties hereby agree that **Licensor** shall grant a non-transferable and non-exclusive license to **Licensee** under the terms and conditions stated below. **Licensee** shall pay to **Licensor** a fee for the license rights and obligations defined in this **Agreement**. All fees for this license and other products and services are described in **Attachment A** of this **Agreement**.

1.2 Package.

This license shall apply to the **Licensor**'s functional description of the software products and services listed in **Attachment A** of this **Agreement**, in any form or medium, and all associated or related documentation and materials whether supplied as part of the license or as part of a bid or other proposal document (package). The package shall at all times be proprietary to the **Licensor**. No transfer of title or property vis-a-vis the package is intended by this **Agreement**.

1.3 Acceptance; Termination

This license becomes effective when signed by the **Licensor** and **Licensee**, on the date of the later signature. **Licensee** may terminate the license granted by this **Agreement** upon ninety (90) days prior written notice to **Licensor**. **Licensor** may terminate the license granted by this **Agreement** in the event the **Licensee** fails to comply with any of the terms and/or conditions of this

Agreement upon ninety (90) days prior written notice.

1.4 Package Use.
The package may only be used, on and in connection with central processing unit(s) (System) located at:

168 North Edwards Street, Independence, California

or as they may be from time-to-time moved with the **Licensee** operations.

2. Terms and Conditions

2.1 Definitions
This **Agreement** incorporates by reference the standard definitions of the computer industry established by trade usage or custom to the extent such standard definitions do not contradict the definitions provided in this **Agreement**.

2.2 Proprietary Rights; Non-disclosure.
Licensor, the originator of the package (products), retains title to the package. **Licensee** acknowledges that the package (software programs, scripts, macros, documentation, user manuals, help files, and other materials) supplied by **Licensor** to **Licensee** are subject to the proprietary rights of **Licensor**, are trade secrets of **Licensor** and are protected by civil and criminal law. **Licensee** will use its best efforts to carefully and continuously protect the confidentiality of said trade secrets and will not release or disclose them to third parties. At the option of **Licensor**, the **Licensee** will have its employees, agents, officers, and/or sub-contractors execute non-disclosure agreements for the protection of **Licensor**'s intellectual property.

2.3 Notice of Rights
Licensee shall reproduce and include the entire notice of proprietary rights of **Licensor** on all copies of the package in any form, in whole or in part. Said copies shall only be made as expressly provided by this **Agreement**.

2.4 Notice of Unauthorized Use.
Licensee shall notify **Licensor** immediately of known or suspected unauthorized use, access, or possession of the package or any part thereof. **Licensee** shall assist **Licensor** in the protections of its proprietary rights by permitting representatives of **Licensor** to inspect at all reasonable times any location at which package is used or kept, or may be located or kept.

2.5 Reproduction
Unless otherwise provided in writing, all documents provided to the **Licensee** per this **Agreement** may not be reproduced by **Licensee**. Additional copies of user documentation may be obtained from **Licensor**. Documentation shall only be given to employees, for internal use, subject to all the terms and conditions of this **Agreement**.

2.6 Copies; Audit

Any licensed programs which are provided in machine-readable form may be copied, in whole or in part, in printed machine-readable form in sufficient number for use by the **Licensee** with the designated central processing unit, for backup purposes, provided however, that no more than three (3) printed copies will be under any license at any one time without the prior written consent of **Licensor**. The **Licensee** agrees to maintain appropriate records of the number and locations of copies of the licensed package. The original, and any copies of the licensed package, in whole or in part, which are made by the **Licensee** shall be the property of **Licensor**. This does not imply that **Licensor** owns the media on which the licensed package is recorded. **Licensee** agrees to make its facilities available upon written notice for inspection and audit at the cost of **Licensor** for determination of the number of copies and/or license locations.

2.7 Default.

Deliberate failure on the part of **Licensee** to comply with any provisions of this **Agreement** shall be cause for default and termination. Upon such termination any and all fees shall become immediately due and payable.

2.8 Duty Upon Termination.

Upon expiration or termination of this **Agreement, Licensee** will return the package to **Licensor** and all materials of a confidential and/or proprietary nature, as well as any and all copies of the same, and all property (tangible or intangible) belonging to **Licensor**; or, will certify to **Licensor** in writing through the best efforts of Licensee; and to the best of **Licensee's** knowledge, the original and all copies, in whole or in part, in any form, of the package received under the terms of this **Agreement** or made in connections with this **Agreement** have been destroyed, except that the **Licensee** may retain a copy for archive purposes.

2.9 Liens.

Licensee shall keep each and every item to which **Licensor** retains title free and clear of all claims, liens and encumbrances except those of **Licensor**, and any act of **Licensee**, voluntary or involuntary, purporting to create a claim of law or encumbrance on such an item shall be void.

2.10 Insolvency.

If **Licensor** ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act, other than re-organization, **Licensee** may, at its own option, terminate this **Agreement** upon five (5) days written notice. At such time, **Licensee** may have End User licensed access to the Source Code for the sole purpose of maintaining and updating the Clerk-Recorder System to avoid cessation of service or loss to **Licensee** for the term of the then current license term. An Escrow Agreement Memorandum is attached hereto and made a part of this **Agreement**.

2.11 Notice.
All notices, requests, demands and other communications called for or contemplated in this **Agreement** shall be in writing and shall be deemed to have been duly given when personally delivered, or four (4) days after being mailed (the date of the mailing shall count as the first day) by United States certified or registered mail, postage prepaid, addressed to the appropriate party at the first above-mentioned address or such other address as the parties may designate by written notice in the manner described above.

2.12 Assignability
This **Agreement** and any of the licensed materials, products, and any and all related materials to which it applies may not be assigned, sub-licensed or otherwise transferred by the **Licensee**. Any attempt by the **Licensee** to assign any of its rights, duties, or obligations under this **Agreement**, or any of the **Licensor**'s package or materials to which this **Agreement** applies are void.

2.13 Taxes.
Licensee is responsible for the payment of any and all taxes or other governmental charges resulting from this license and/or use of the package, including but not limited to sales taxes, excise taxes, permit fees, governmental license fees, and other such governmental charges associated with the license of the **Licensor**'s materials.

2.14 Delays.
Licensor shall not be liable for any damages or penalty for delay in delivery or non-performance on its part, when such results from cause beyond the control of **Licensor**, including but not limited to delays in transportation.

2.15 Arbitration.
By mutual agreement of the parties, any controversy between the parties to this **Agreement** involving the construction or application of any term, condition, or promise contained in this **Agreement**, or with respect to any breach or alleged breach of any obligation, duty, responsibility or covenant contained in this **Agreement**, may be submitted to arbitration, upon written consent of one party served on the other party, and such arbitration shall be governed by the provisions of the California Arbitration Act, as set forth in the California Code of Civil Procedure.

2.16 Attorney's Fees.
If any legal claim or arbitration is brought or commenced by either party to this **Agreement** against the other for the enforcement of this **Agreement** or because of an alleged dispute, breach or default under this **Agreement**, the prevailing party shall be entitled to recovery of reasonable attorney's fees and other cost in such action in addition to all other relief to which said party may be entitled.

2.17 Injunctive Relief.
If the **Licensee** attempts to use, copy, license or convey the items supplied by the **Licensor** under

the terms and conditions of this **Agreement**, in a manner contrary to this **Agreement** or the terms of any collateral **Agreement**, or in derogation of the **Licensor's** proprietary rights, whether these rights are explicitly stated in this **Agreement** or are determined by law, **Licensor** shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining such action.

2.18 Warranty.

Licensee acknowledges the complexity and interrelationship of each of the component parts comprising the package and agrees that the sole liability of the **Licensor** to the **Licensee**, and **Licensee's** exclusive remedy against the **Licensor** for any inherent defects in the package shall be limited to the **Licensor** providing adequate programming services to correct any such inherent defect, by repairing or replacing, as **Licensor** deems necessary or appropriate, upon notice from **Licensee**, within thirty (30) days.

LICENSOR MAKES NO WARRANTY, WHETHER EXPRESSED OR IMPLIED, OR WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE PACKAGE. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THE FIRST SENTENCE OF PARAGRAPH 2.18, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE PACKAGE AND/OR EACH OF THE COMPONENT PARTS, AS IT OR THEY CURRENTLY EXIST OR MAY BE MODIFIED OR SUPPLEMENTED IN THE FUTURE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN ELIMINATED BY AGREEMENT OF THE PARTIES HERETO. EXCEPT AS PROVIDED IN THE FIRST SENTENCE OF THIS PARAGRAPH LICENSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE USE OR MAINTENANCE OF THE PACKAGE, OR ANY OF ITS COMPONENT PARTS, AND IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES.

LICENSOR'S WARRANTY HEREUNDER SHALL BE VOID IF THE PACKAGE HAS BEEN SUBJECT TO ABUSE, MISUSE, ACCIDENT, ALTERATION, NEGLECT, UNAUTHORIZED REPAIR OR INSTALLATION BY LICENSEE.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE STATED LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

2.19 Waiver.

No rights shall be waived, and no breach excused, unless the waiving or consenting party gives notice in writing. Any such waiver or consent does not constitute waiver or consent with respect to any other act or omission.

2.20 Limitations of Actions.
No action, regardless of form, arising out of this **Agreement** may be brought by either party more than one (1) year after the cause has arisen.

2.21 Integration.
This **Agreement**, and any Attachments hereto, constitute the entire agreement between the parties with respect to the subject matter; all prior or contemporaneous negotiations, agreements, representations, statements and undertakings with respect to this subject matter are hereby superseded.

2.22 Governing Law.
This **Agreement** shall be governed by the laws of the State of California. If any part of this **Agreement** is found to be illegal or unenforceable, that part alone shall be deemed stricken; the remainder of the **Agreement** will still be in full force and effect.

2.23 Acknowledgment.
Each party signing this **Agreement** has full power and authority to do so. Each party acknowledges that he or she has read this **Agreement**, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have executed this **Agreement** as of the year and date and in the place indicated below.

Licensee
County of Inyo
168 North Edwards Street
Independence, California 93526
Attn: Beverly J. Harry
(760) 878-0220
(760) 878-2298/Fax

_____ (Date)
Michael Dorame, Chairperson
Inyo County Board of Supervisors

Licensor
AtPac
10113 Alta Sierra Drive, Suite 102
Grass Valley, California 95949
Attn: James P. Maclam
(530) 272-0596
(530) 273-5098/Fax

3/21/2000
_____ (Date)
James P. Maclam,
President

APPROVED AS TO FORM
AND LEGALITY

DEPUTY COUNTY COUNSEL

ATTACHMENT A
LICENSE AGREEMENT

This is an identified attachment to the *CRiis* License Agreement (License) by and between

Licensee: County of Inyo

and

Licensor: *AtPac*

1. Term.
The term of the License shall be five (5) calendar years from the date of the License, and shall be renewable every five (5) years thereafter, at an annual cost not to exceed the most recent prior year's License cost plus five percent (5%), unless otherwise terminated by the terms of the License, mutual written agreement of the parties, or by an intentional act of the **Licensee** to not appropriate funds for the annual maintenance fees.

2. Fees, Annual Fee(s).
The first year License Fee, $48,450.00, is due and payable in one (1) installment upon completion of installation, testing, and acceptance by Licensee, in writing, of Licensor's package of identified *CRiis* products.

Annual Maintenance, Support, Service Fees.
The fees for System Administration Support and License Maintenance services described on Page 2, Paragraph 4 of this Attachment are as follows excluding all applicable taxes:

Year	Paid Monthly	Paid Annually
Year 2	$800.00	$9,300.00
Year 3	$800.00	$9,300.00
Year 4	$825.00	$9,600.00
Year 5	$825.00	$9,600.00

File Conversion, File Recovery, Implementation, and Training Fees.
File conversion, implementation, installation, and five (5) days of on-site training are included in the initial license fee.

Other Services, Materials.
Other services are provided on an invoiced basis. These fee amounts shall be identified in the License Service Orders, which shall be made a part of the Agreement. License Service Order invoices are due and payable when presented, unless otherwise stated on the **Licensor's** invoice. The hourly fee for services not otherwise defined is ninety-five dollars ($95.00) per man hour. Materials and per diem are invoiced at cost plus ten percent (10%).

All fees are exclusive of any and all sales taxes, business license, and permit fees.

3. **Computer Serial Number and Identification.**

CRus is licensed to run only on the computer central processing units on which it is installed by *AtPac*. Serial numbers of licensed units will be determined upon installation of *CRus*.

4. ***CRus* Products & Services Functional Descriptions.**

For the below-identified included modules *AtPac* provides the following services:

- ☐ Telephonic response to initial problem or procedural call from **Licensee** shall be within one (1) hour of notification to **Licensor** office or **Licensor** on-call personnel.

- ☐ Electronic problem reporting shall be from the application software module *CRus* **Log**.

- ☐ **Licensor** and **Licensee** personnel shall coordinate problem escalation from initial telephone and dial-in support to on-site support. Fees for on-site support shall be determined prior to the dispatch of **Licensor** personnel and agreed to by authorized representatives of both parties.

- ☐ Revisions and Releases of *CRus* application software will be coordinated between **Licensor** and **Licensee** personnel. The procedure for such revisions and releases as they occur from time-to-time shall be for the initial implementation in the identified "test" system with implementation into the "production" system as agreed to by the parties.

- ☐ Training beyond 5 days shall be provided, for the hourly fees identified on Page 1 of this **Attachment**, under **Other Services, Materials**, at the **Licensor** training facilities or at **Licensee** site, as agreed to by the **Licensor** and **Licensee**, from time-to-time.

- ☐ Custom programming and consulting services shall be provided for the **Licensee**, for the hourly fees indicated on Page 1of this **Attachment**, under **Other Services, Materials**, and as agreed to by the **Licensor** and **Licensee**, in writing, from time-to-time.

The *CRus* software modules, materials and services covered by this **License** and **Agreement** are those identified below:

ITEM

Database Software License Maintenance
PC/POS Cashiering
Terminal Cashiering
Fund Accounting

ITEM

PC Terminal Emulation (CQCS)
Dumb Terminal Emulation
ANSI Standard

ITEM

Clerk's Office *CRus*

- Fictitious Businesses
- Marriage Licenses
- Notary Public
- Professional Photocopier
- Domestic Partners
- Public Inquiry
- 3.5" Floppy Disk

ITEM

Vital Records *CRus*

- Birth Certificates
- Death Certificates
- Marriage Licenses
- Public Inquiry
- 3.5" Floppy Disk

ITEM

Real Property Records *CRus*

- Data Indexing & Verification
- Public Inquiry
- Remote Inquiry
- Networked Inquiry

ITEM

Imaging *CRus*

- Scanning
- Storage
- Public Inquiry
- Remote Inquiry
- Networked Inquiry

ITEM

License Services *CRus*
- Software Patches
- Modem Support
- 800 Telephone Support
- *CRus* Software Revisions
- Training
- Installations (*AtPac* Software Only)
- File Conversions

ITEM

The following items will be provided on a limited basis for hourly fees as described on Page 1 of this Attachment under **Other Services, Materials.**

- File Recovery *CRus*
- File Recovery Film/Fiche
- Product Customization
- Product Development
- General Consulting Services

ITEM

Taxes (Federal, State, Local, Other) are **not** included.

5. Executed

This **Attachment A** to the *CRus* **License Agreement** is executed on the date and in the place indicated below:

Licensee:

County of Inyo
168 North Edwards Street
P. O. Drawer F
Independence, California 93526
Attn: Beverly J. Harry
(760) 878-0220
(760) 872-2712/Fax

_____ (Date)
Michael Dorame, Chairperson
Inyo County Board of Supervisors

APPROVED AS TO FORM AND LEGALITY

_____
DEPUTY COUNTY COUNSEL

Licensor:

AtPac
10113 Alta Sierra Drive, Suite 102
Grass Valley, California 95949
Attn: James P. Maclam
(530) 272-0596
(530) 272-5098/Fax

3/21/2000
_____ (Date)
James P. Maclam,
as President

AtPac
10113 Alta Sierra Drive, Suite 102
Grass Valley, California 95949
Attention James P. Maclam
(530) 272-0596
(530) 272-0598 / Fax

ESCROW AGREEMENT MEMORANDUM

TO: James E. Strachan
Attorney at Law
625 The City Drive South, Suite 440
Orange, California 92668

RE: CRiis™ Source Code Escrow for Inyo County Recorder

It is agreed that the Source Code for the above Software licensed to Inyo County will be lodged with you on digital audio tape (DAT) in a format created with UNIX cpio command structures. You agree to hold same and release it pursuant to the following:

In the event that AtPac, the Licensor of the CRiis™ Software, shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act, other than a re-organization, Inyo County may, at its option, terminate this Agreement upon 5 days written notice. At such time, Inyo County may have End User licensed access to the Source Code for the sole purpose of maintaining and updating the Clerk-Recorder System to avoid cessation of service or loss to the County for the term of the then current license term.

AtPac

By: _____
James P. Maclam
President

The above terms and conditions are agreed to.

_____
James E. Strachan, Esq.

Cyberscience Corporation — Tri-Partite License Agreement

This Tri-Partite License Agreement ("AGREEMENT") number **4421** is made this **5th** day of **July, 2000**, by and between: CYBERSCIENCE CORPORATION, a Colorado Corporation, located at 10065 E. Harvard Avenue, Denver, Colorado 80231, hereafter called "CYBERSCIENCE", and the following Value Added Reseller: and the following End User:

AtPac
10113 Alta Sierra Dr.
Grass Valley, California 95949

hereafter called the "VAR"

Inyo County
168 N. Edwards Street
Independence, California 93526

hereafter called the "END USER".

1. **DEFINITIONS**

"CLASS" means the specific configuration of the SOFTWARE license provided under this AGREEMENT as described in Exhibit "A", attached hereto and by this reference incorporated within.

"CPU" means the computer processing unit utilizing the SOFTWARE.

The CPU is located at the address: **168 N. Edwards Street**
Independence, California 93526

"SOFTWARE" means all or any combination of computer software components comprising the object code, in machine readable form, of the CYBERSCIENCE computer program(s) described in Exhibit "A", together with any derivatives, parts, modified versions or new releases supplied by CYBERSCIENCE and any associated user manuals or other documents supplied by CYBERSCIENCE.

2. **TERM**

This AGREEMENT shall commence upon the date executed and continue unless terminated under the provisions of Paragraph 11 below.

3. **LICENSE**

3.1. In consideration of payment of the LICENSE FEE, CYBERSCIENCE hereby grants to the END USER a personal, non-transferable, non-exclusive perpetual license ("LICENSE") to use the SOFTWARE exclusively for the END USER's internal business operations only for the LICENSE(s) and CPU(s) listed in Paragraph 16.

3.2. The END USER shall be entitled to use the SOFTWARE only as authorized herein. The END USER shall be permitted to make only one backup copy of the SOFTWARE as reasonably necessary to support the authorized use of the SOFTWARE hereunder. The END USER shall make no other copies of the SOFTWARE without the prior written consent of CYBERSCIENCE. All copies of the SOFTWARE, whether made by CYBERSCIENCE or the END USER, shall be in machine readable form only, shall contain all copyright, trademark or other notices as they appear on the SOFTWARE, and shall be the property of CYBERSCIENCE. The END USER shall maintain a record of the number of and location of all copies of the SOFTWARE and shall make the list available to CYBERSCIENCE upon request.

3.3. For the mutual security of all parties each copy of the SOFTWARE contains an expiration date. This device does not restrict the LICENSE granted by Paragraph 3.1.

3.4. CYBERSCIENCE will notify the END USER automatically in advance through the SOFTWARE that an expiration date is imminent and to provide patches to the VAR to extend the END USER's copy of the SOFTWARE in advance of each expiry date. The END USER and the VAR are responsible for ensuring that such patches are received and applied in a timely fashion.

4. **LICENSE FEES AND PAYMENTS**

4.1. The END USER shall pay the following amounts ("LICENSE FEE") to the VAR, for the benefit of CYBERSCIENCE:

LICENSE and SUPPORT FEE : U.S. Dollars: $ PER P.O. (written:) PER PURCHASE ORDER
This LICENSE FEE must be paid to the VAR within 60 days of the execution of this AGREEMENT.

4.2. The END USER shall also pay any and all federal, state and local sales, service and use taxes levied or imposed upon the sale of the SOFTWARE. In the event the VAR shall pay or be required to pay or collect any sales, service or use taxes, the END USER shall immediately pay the same to the VAR.

4.3. The END USER agrees to pay interest on all amounts not paid as described above at the rate of eighteen percent per annum commencing from the date of delivery of the SOFTWARE.

5. **SUPPORT SERVICES**

END USER shall order software support services from the VAR.

6. **END USER REPRESENTATIONS, WARRANTIES AND OBLIGATIONS**

6.1. The END USER shall only allow employees, agents and sub-contractors whose job performance is dependant on the SOFTWARE to have access to the SOFTWARE, and then only upon giving prior instruction to the individuals relating to the representations, warranties and covenants of the END USER under this AGREEMENT.

6.2. The END USER agrees not to cause or permit: (a) the modification of the SOFTWARE in any way, (b) the deletion of any proprietary rights notices, trademarks, trade names, symbols, abbreviations, logos or otherwise, contained in or on the SOFTWARE or any user manuals provided by CYBERSCIENCE, or (c) to reverse engineer, reverse compile, reverse assemble or disassemble the SOFTWARE.

6.3. The END USER agrees to not sell, convey, share or use in connection with or otherwise permit or allow any third-party to see, utilize, or become familiar with the SOFTWARE. The END USER shall not disclose, disseminate, communicate or otherwise permit or allow any third-party to become privy to CYBERSCIENCE's trade secrets, proprietary information, proprietary material and/or information and the END USER recognizes that the SOFTWARE is provided to it in confidence and in secrecy.

7. **OWNERSHIP / TITLE**

CYBERSCIENCE warrants that it has the right to license the SOFTWARE. The END USER acknowledges and agrees that title to the SOFTWARE and all materials, documentation and information and any translations is vested exclusively in CYBERSCIENCE and that all patent, copyright and other intellectual property rights and all associated trademarks, trade names, devices, symbols, abbreviations and secrets, goodwill and confidential and proprietary information therein are and shall remain vested in CYBERSCIENCE. The END USER agrees to sign such documents as are reasonably requested by CYBERSCIENCE from time to time to confirm or protect the foregoing proprietary rights.

8. **CONFIDENTIALITY AND PUBLICITY**

8.1. Each party, for themselves and their directors, officers, partners, employees, agents, representatives, contractors and distributors agree that during the term of this AGREEMENT and thereafter, subject to Paragraph 8.2 below, they shall treat as confidential and not disclose, communicate, disseminate, or publish to any third-party without the prior written consent of the other, details of the other's business operations, proprietary rights and techniques, the know-how, ideas and concepts relating to the SOFTWARE, contemplated new products, internal documentation, protection and computer security schemes and customer lists. The obligations of this Paragraph shall not relate to information which is or becomes public knowledge through no fault of either party or has been properly obtained from a third-party lawfully entitled to possess the information.

8.2. All parties agree that each may publicize the existence but not the details of this AGREEMENT.

9. **LIMITED WARRANTIES/LIMITATION OF LIABILITY**

9.1. CYBERSCIENCE warrants for a period of ninety days from date of delivery of the SOFTWARE that it constitutes an accurate manufacture of CYBERSCIENCE's products and shall substantially conform with all concurrently published specifications delivered therewith. CYBERSCIENCE makes no warranties or representations of any kind, character, or nature with respect to the SOFTWARE or its performance except as set forth hereinabove. CYBERSCIENCE MAKES OR GIVES NO WARRANTIES, CONDITIONS OR GUARANTEES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR USE, AND ALL WARRANTIES (EXCEPT THOSE WHICH MAY NOT BE LAWFULLY EXCLUDED) ARE HEREBY EXCLUDED. Any warranties hereunder shall be void if the SOFTWARE has been subject to abuse, misuse, accident, alteration, neglect, unauthorized repair or installation.

9.2. CYBERSCIENCE SHALL NOT BE LIABLE TO THE VAR OR THE END USER OR ANY THIRD-PARTY UNDER THE LAW OF TORT, CONTRACT OR OTHERWISE, FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER CAUSED BY THE NEGLIGENCE OF CYBERSCIENCE OR OTHERWISE ARISING BY, RESULTING FROM, OR IN CONNECTION WITH THE USE, POSSESSION OR PERFORMANCE OF THE SOFTWARE. ANY LIABILITY OF CYBERSCIENCE SHALL BE LIMITED TO THE LICENSE FEES RECEIVED BY CYBERSCIENCE FOR SUCH PROVEN DEFECTIVE SOFTWARE OR THE REPLACEMENT OF PROVEN DEFECTIVE SOFTWARE, FROM WHICH SUCH LIABILITY DIRECTLY ARISES, AS CYBERSCIENCE SHALL IN ITS SOLE DISCRETION CHOOSE. WITHOUT PREJUDICE TO THE ABOVE, IN THE EVENT THAT CYBERSCIENCE IS HELD LIABLE, IN NO CASE SHALL CYBERSCIENCE'S LIABILITY FOR DAMAGES HEREUNDER EXCEED $100,000.

9.3. Neither party shall be liable for any failure on its part to perform the obligations under this AGREEMENT if such failure results, wholly or partly, from acts of God, any matters beyond the control of the defaulting party, industrial disputes, shortage of materials, decisions of federal, state or local governments, fire, explosion or accidents and other acts of force majeure.

10. **PATENT/COPYRIGHT INDEMNITY**

10.1. CYBERSCIENCE will defend and indemnify the END USER against a claim that the SOFTWARE furnished and used within the scope of this AGREEMENT infringes upon a United States copyright or patent, provided that: (a) END USER notifies CYBERSCIENCE in writing within thirty days of the claim; (b) CYBERSCIENCE has sole control of the defense and all related settlement negotiations; and (c) the END USER provides CYBERSCIENCE with the assistance, information and authority necessary to perform the above. Reasonable out of pocket expenses incurred by the END USER in providing such assistance will be reimbursed by CYBERSCIENCE.

10.2. CYBERSCIENCE shall have no liability for any claim of infringement based on: (a) the use of a superseded or altered release of the SOFTWARE if such an infringement would have been avoided by the use of a current unaltered release of the SOFTWARE that CYBERSCIENCE provides to the VAR or END USER; or (b) the combination, operation, or use of any SOFTWARE furnished under this AGREEMENT with programs or data not furnished by CYBERSCIENCE if such infringement would have been avoided by the use of the SOFTWARE without such programs or data.

10.3. If a final injunction is awarded stating that the SOFTWARE has infringed, CYBERSCIENCE shall have the option, at its expense, to (a) modify the SOFTWARE to be non-infringing, (b) obtain for the END USER a license to continue using the SOFTWARE, or (c) terminate the license

for the infringing SOFTWARE and refund the LICENSE FEEs paid for the SOFTWARE, prorated over a five year term from the commencement date. This Paragraph 10 states CYBERSCIENCE's entire liability for infringement.

11. TERMINATION AND SUSPENSION

11.1. The END USER may terminate this agreement at any time upon thirty days notice to the other parties, and only after complying with the terms of Paragraph 11.5.

11.2. Either CYBERSCIENCE or the END USER may, upon written notice to the other parties, immediately terminate this agreement at any time in the event of a breach of Paragraph 8.1 by CYBERSCIENCE or the END USER.

11.3. CYBERSCIENCE may terminate this AGREEMENT immediately upon written notice to the other parties if:

11.3.1. The END USER fails to pay the LICENSE FEE within the terms of Paragraph 4.

11.3.2. If the END USER files a petition under any provision of the Federal Bankruptcy Code or any state law relating to insolvency or any such petition is filed against either party, unless such petition and all proceedings thereunder are dismissed within thirty days from such filing; or a trustee or receiver is appointed for all or any assets, unless such appointment is vacated or dismissed within thirty days from the date of such appointment; or the affected party is adjudicated insolvent or bankrupt.

11.3.3. If any of the END USER's voting interests or any partnership interest (whichever is applicable) is acquired by a competitor of CYBERSCIENCE.

11.4. In the event of any other default hereunder which is not cured within thirty days of written notice, CYBERSCIENCE may immediately terminate this AGREEMENT.

11.5. In the event of any termination of this AGREEMENT, the END USER shall immediately deliver to CYBERSCIENCE all originals and copies of the SOFTWARE in the END USER's possession. The END USER shall certify in writing to CYBERSCIENCE that the END USER has complied with this obligation.

11.6. Termination of this agreement by any party will not result in the refund of any money to the END USER or the VAR by CYBERSCIENCE.

12. RELATIONSHIP OF PARTIES

The parties to this AGREEMENT are independent contractors. No partnership, joint venture, or relationship of principal to agent, master to servant, employer to employee or franchiser to franchisee or otherwise is established hereby between any of the parties. No party has the authority to bind the other or incur any obligation on the other party's behalf.

13. ASSIGNMENT

As a result of the confidences to be kept by the END USER and the VAR, and as part of the consideration paid by the END USER hereunder, neither the END USER or the VAR may assign, mortgage, pledge, hypothecate or convey, in whole or in part, this AGREEMENT or any of the rights and duties under it without the prior written consent of CYBERSCIENCE.

14. NOTICE

Any notice, payment, consent, approval or other communication required or permitted under this AGREEMENT shall be deemed duly given if in writing and personally delivered or sent by certified mail, postage prepaid, to the address at the head of this agreement, to the attention of the president, and shall be deemed to be given on the date of first attempted delivery and any notice delivered by personal delivery, shall be deemed delivered as of the date delivered. Any party, by written notice as described in this paragraph, may change the address to which future notices may be sent.

15. MISCELLANEOUS

15.1. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective permitted heirs, executors, personal representatives, successors and assigns.

15.2. This AGREEMENT, together with any Exhibits attached hereto, constitutes the entire agreement of the parties and supersedes prior proposals, agreements and representations between them, whether written or oral. This AGREEMENT may not be modified, changed or amended in any manner except by instrument in writing signed by the parties hereto. It is expressly agreed that any terms and conditions of the END USER or VAR's purchase order shall be superseded by the terms and conditions of the AGREEMENT.

15.3. The paragraph headings herein are inserted for convenience of reference only and do not define, limit or proscribe the scope of this AGREEMENT or any Exhibit attached hereto.

15.4. In the event any provision of this AGREEMENT is held to be invalid or unenforceable, the remaining provisions of this AGREEMENT will remain in full force and effect. Any waiver hereunder by any party must be in writing and signed by the party to be charged. No waiver by any party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by any party of the same or any other provision

15.5. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, covenant, obligation and provision hereof, and that failure to timely perform any of the terms, conditions, covenants, obligations or provisions hereof by either party shall constitute a breach of and a default under this AGREEMENT by the party so failing to perform.

15.6. The parties hereto acknowledge and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT or any amendments or Exhibits hereto.

15.7. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Colorado. Any action relating to this AGREEMENT brought by the VAR or the END USER against CYBERSCIENCE will be instituted in a State or Federal Court in the State of Colorado.

16. **SOFTWARE LICENSE INFORMATION**

Item	Quantity	Concurrent User(s)	SOFTWARE CLASS Definition(s)	CPU	Serial Number	LICENSE FEE	ANNUAL SUPPORT FEE
1	1	2	CQ DM	Intel Pentium Single Processor	N/A		
2	1	5	CQ RT	Intel Pentium Single Processor	N/A		
3	1	5	CS RT	Intel Pentium Single Processor	N/A		
					TOTAL FEES:	PER PURCHASE ORDER	

IN WITNESS WHEREOF, this AGREEMENT has been executed as of the day and year first above written.

for CYBERSCIENCE: Cyberscience Corporation,
a Colorado Corporation

By:

Print Name: Nigel Brownjohn

Title: Vice President, Operations

for the VAR:

By:

Print Name: JAMES P MACLAR

Title: PRES

for the END USER:

By:

Print Name: Beverly S. Harry

Title: Jayo County Clerk/Recorder

AGREEMENT version: 04/16/96

Exhibit "A"

CYBERSCIENCE LICENSE CLASS DEFINITIONS

SOFTWARE COMPONENT DEFINITIONS

DEVELOPMENT	-	A version of the SOFTWARE described below which is capable of developing, compiling and running new programs or commands written in the language under the terms of the END USER's license agreement.
RUNTIME	-	A version of the SOFTWARE described below which is only capable of executing programs or commands which have been previously compiled with properly licensed DEVELOPMENT software.
CYBERSCREEN	-	A screen based and batch processing application development language.
CYBERQUERY	-	A screen based interactive tool for creating, maintaining and processing reports. CYBERQUERY licenses include the complete capabilities of the CYBERQUERY Language and includes a RUNTIME CYBERQUERY license.
CQ	-	A version of CYBERQUERY which is only capable of running and creating a subset of the reports available in CQ PROFESSIONAL.
DATA DICTIONARY MANAGER	-	A utility for defining or maintaining a new or existing application's physical and logical files, variables and file relationships.
NAMED USER	-	An individual employed by the END USER who is authorized by the END USER to use the licensed SOFTWARE on the Designated System under the terms of the license agreement, regardless of whether the individual is actively using the licensed SOFTWARE at any given time. The number of named users is determined by simply counting the number of people who will have access to the SOFTWARE.
CONCURRENT USERS	-	The maximum number of users to access the designated HOST or SERVER SOFTWARE at a given point in time in order to use the licensed SOFTWARE on the Designated System under the terms of the license agreement. A CONCURRENT USER is defined as one log-in from a single terminal, workstation or PC client with each CYBERQUERY and/or CYBERSCREEN related processes counting as one CONCURRENT USER.
CLIENT	-	A version of the SOFTWARE capable of running on an intelligent workstation allowing network communications with another computer running a version of the SOFTWARE.
SERVER	-	A version of the SOFTWARE capable of running on a computer allowing network communications with multiple CLIENTS residing on intelligent workstations.
HOST	-	A character based version of the SOFTWARE capable of running on a computer supporting multiple character based terminals.

SOFTWARE CLASS DEFINITIONS FOR SERVER & HOST BASED SOFTWARE LICENSES

CQ	-	A version of CYBERQUERY with CQ capable of running a SERVER or HOST based version of the SOFTWARE.
CQ DM	-	A version of CQ PROFESSIONAL and DATA DICTIONARY MANAGER capable of running a SERVER or HOST based version of the SOFTWARE.
CQ RT	-	A RUNTIME version of CYBERQUERY capable of running a SERVER or HOST based version of the SOFTWARE.
CS RT	-	A RUNTIME version of CYBERSCREEN capable of running a SERVER or HOST based version of the SOFTWARE.
CS DEV DM	-	A version of CYBERSCREEN and the DATA DICTIONARY MANAGER capable of running a SERVER or HOST based version of the SOFTWARE.
FULL CQCS	-	A version of CYBERSCREEN and CYBERQUERY with CQ DM and the DATA DICTIONARY MANAGER capable of running a SERVER or HOST based version of the SOFTWARE.

SOFTWARE CLASS DEFINITIONS FOR CLIENT BASED SOFTWARE LICENSES

CQCS-W	-	A CLIENT version of the SOFTWARE allowing access to FULL CQCS SOFTWARE on the SERVER.
CQ-W	-	A CLIENT version of the SOFTWARE allowing access to CQ DM SOFTWARE on the SERVER.
CS-W	-	A CLIENT version of the SOFTWARE allowing access to CS DEV DM SOFTWARE on the SERVER.
CQ RT-W	-	A CLIENT version of the SOFTWARE allowing access to CQ RT SOFTWARE on the SERVER.

Cyberscience Corporation **Amendment**

This AMENDMENT ("AMENDMENT") is to TRI-PARTITE LICENSE AGREEMENT number **4421** dated **July 5, 2000** ("AGREEMENT") by and between CYBERSCIENCE, the VAR, and the END USER.

BACKGROUND: The parties hereto desire to amend certain terms and provisions of the AGREEMENT by this AMENDMENT. In the event of a conflict between the terms and provisions of the AGREEMENT and this AMENDMENT, this AMENDMENT shall control and be the operative terms and provisions. Defined terms used herein but not defined herein, shall have the same definition and meaning as set forth in the AGREEMENT.

CQCS CPU Upgrade for the following Site:

END USER: **Inyo County**
Address: **168 N. Edwards Street**
P.O. Box F
City: **Independence, California 93526**

1. Upgraded License
The upgraded license will be from the original **PER USER** LICENSE, referenced below, running on an **Intel Pentium Single Processor**, to a **PER USER** LICENSE, referenced below, running on a **Xeon Single Processor.**

The existing SOFTWARE Licensed under the Agreement is:

Item	Quantity	User(s)	SOFTWARE CLASS Definition(s)	Databases	Operating System	CPU	Serial Number
1	1	2	CQ DM	C-ISAM	SCO 5	Intel Pentium Single Processor	N/A
2	1	5	CQ RT	C-ISAM	SCO 5	Intel Pentium Single Processor	N/A
3	1	5	CS RT	C-ISAM	SCO 5	Intel Pentium Single Processor	N/A

The new SOFTWARE Licensed under this Amendment shall be as follows ("LICENSE"):

Item	Quantity	User(s)	SOFTWARE CLASS Definition(s)	Databases	Operating System	CPU	Serial Number
1	1	2	CQ	C-ISAM	Linux	Xeon Single Processor	N/A
2	1	8	CS RT	C-ISAM	Linux	Xeon Single Processor	N/A
3	1	2	CQ-W	N/A	N/A	Windows Workstations	N/A
4	1	8	CS-W	N/A	N/A	Windows Workstations	N/A

The **Intel Pentium Single Procesor** is being upgraded to a **Xeon Single Processor** and END USER no longer is licensed to use the SOFTWARE on the **Intel Pentium Single Processor.** CYBERSCIENCE agrees to allow END USER to use the SOFTWARE on both CPUs for a conversion and testing period which shall not exceed ninety (90) days from the execution of this AMENDMENT. Upon expiration of this period, END USER will delete the SOFTWARE from the **Intel Pentium Single Processor** and will provide written notice to CYBERSCIENCE that such deletion has been completed.

2. Upgrade Fee
As consideration for the upgraded License, END USER shall pay VAR on behalf of CYBERSCIENCE a one-time fee of **$10.00** payable net **30** days from the date of this AMENDMENT. This Upgrade fee shall be in addition to the License Fee paid under the AGREEMENT mentioned above and includes the additional cost incurred in upgrading your current software support service.

3. Entire Agreement
The foregoing represents the entire agreement of the parties hereto with respect to the subject matter hereof. Except as amended by this AMENDMENT, all of the terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, this AGREEMENT has been executed as of **March 2, 2004.**

for CYBERSCIENCE:

Cyberscience Corporation,
a Colorado corporation

By:

Print Name: Nigel Brownjohn

Title: Executive Vice President

for the VAR: AEPC

By:

Print Name: J. P. MACLAM

Title: PRESIDENT

Date: 3/9/4

for the END USER:
By: Beverly J Harry

Print Name: BEVERLY J. HARRY

Title: Inyo County Recorder

Date: March 4, 2004

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wells Fargo Ins Svs USA IncCADOI0D08408
131 Mill Street

Grass Valley CA 95945-4701

CONTACT NAME: Amy Galloway
PHONE (A/C, No, Ext): (530) 273-7213 FAX (A/C, No): (530) 273-8114
E-MAIL ADDRESS: dolly.cabell@wellsfargo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins. Co.	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ATPAC

13300 New Airport Rd, Ste 101

Auburn CA 95602-
(530) 887-2249

COVERAGES CERTIFICATE NUMBER: Cert ID 415873 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY / PRO-JECT / LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)		N / A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			PHSD893743	1/17/2014	1/17/2015		$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Inyo County Clerk/Recorder

168 N. Edwards St.

Independence CA 93526

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

For Clerk's Use Only:
AGENDA NUMBER

16

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Marvin Moskowitz, Director, Environmental Health Services

FOR THE BOARD MEETING OF: **July 7, 2015**

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, 2015 through June 30, 2016, 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, 2015 through June 30, 2016 and contingent upon the adoption of the 2015/2016 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

IDEXX Laboratories, Inc. is the sole distributer of the "Colilert" reagent and other laboratory supplies utilized in the enzyme substrate method of determining total and escheria coliform bacteria content in water. All 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 $75,000 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 jeopaardize 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 fermentaion and/or heterotrphic 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) and this amount has been included in our Fiscal Year 2015/2016 budget request.

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.)* Julia Langley Approved: ✓ Date 6-25-15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: [signature] Date 6/25/15
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: M. Moskowitz by Shust
(Not to be signed until all approvals are received) Date: 6/25/15

www.idexx.com

IDEXX

ISO 9001:2008 CERTIFIED

Sheri Aust
Inyo County
Environmental Health Dept.

April 1, 2015

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. 68846.

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.

For Clerk's Use Only:
AGENDA NUMBER

17

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: July 7, 2015

SUBJECT: Approval of the contract between County of Inyo Behavioral Health Mental Health Services Act (MHSA) and Jeanette Sprague, MFT.

DEPARTMENTAL RECOMMENDATION:
Request your Board approve the contract between the County of Inyo and Jeanette Sprague, MFT for the provision of bilingual mental health services as part of the Mental Health Service Act (MHSA) Community Services and Supports (CSS) Plan in an amount not to exceed $25,000.00 for the period of July 1, 2015 to June 30, 2016, contingent upon Board's adoption of FY 2015/2016 Budget and; authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The MHSA CSS plan has continued to include a contract position for a bilingual clinician. The Behavioral Health Division released an RFQ in the Spring of 2015 to all bilingual licensed providers in Inyo and Mono counties, to which Ms. Sprague was the only respondent. Ms. Sprague will continue to provide mental health outreach and engagement services, primarily to the unserved or underserved Hispanic population. These services will again include mental health presentations, wellness groups and counseling as well as other outreach activities as outlined in the CSS Plan. This year she has provided services to approximately thirty Spanish-speaking families in various capacities. She has also worked with the bi-lingual Health and Human Services Specialist to provide strategies and to look for ways to engage Latino families. She has provided weekly outreach contacts in the community, including the homes, and has continued to work to build trust with the Latino population. Ms. Sprague participates in collaborative community meetings to represent the Behavioral Health Division on Latino issues. We are fortunate to have her work as part of these efforts.

ALTERNATIVES:
Your Board could choose not to approve this contract. This would severely impact a working relationship with a quality bilingual provider and limit access and availability to bilingual mental health services under MHSA.

OTHER AGENCY INVOLVEMENT:
The MHSA CSS Plan was developed with input from Consumers, Family Members, Agencies and other Community Stakeholders.

FINANCING:

MHSA funds and MediCal reimbursement, including EPSDT, where appropriate. This expense will be budgeted in Mental Health (045200) in Professional Services (5265). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Margaret Kemp-Williams Approved: ✓ Date: 06/05/15
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 6/11/2015
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: ✓ 6/9/15 Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Fuller Date: 6-12-15

Introduction

Whereas the Mental Health Services Act (MHSA) Community Services and Supports Plan contains one contract provider position for a bilingual Spanish Mental Health Worker for up to 10 hours per week, Inyo County Behavioral Health is seeking a licensed provider of the healing arts to provide the following:

- An array of mental health outreach and community-based counseling services to Spanish-speaking youth, adults and families who reside within Inyo County
- Community-based presentations and trainings on topics related to mental health and wellness for culturally diverse target populations throughout the County
- Timely documentation and billing in the Electronic Health Record for allowable Medi-Cal services
- Data collection to meet program requirements
- Participation in multidisciplinary team meetings of providers and consumers

Who is Eligible to Apply?

Inyo County based bi-lingual Licensed Mental Health Providers are eligible to apply. Successful applicants must be able to enter into a contract with the County of Inyo. Application must include a resume and qualifications that demonstrate:

- Ability to speak Spanish and English fluently in a therapy setting;
- Directly relevant experience in community outreach to ethnically and culturally diverse populations of all ages;
- Skills and experience in the provision of behavioral health and/or wellness services in home and community-based settings;
- Skills in establishing rapport with behavioral health consumers;
- Skills in advocacy for and support of behavioral health consumers and family members;
- Skills in presenting behavioral health and wellness materials with diverse community groups; and
- Knowledge of local behavioral health programs and community resources
- Knowledge of law and ethics around confidentiality and privacy.

Services Description

The Behavioral Health Director and the MHSA Coordinator in accordance with the MHSA Community Services and Supports Plan will define the tasks of the MHSA Bilingual Mental Health Worker. These tasks include, but are not limited to: provision of behavioral health services to Spanish-speaking persons with mental illness and their families in home and community settings; provision of community outreach and presentations regarding mental health wellness; and full participation as part of a MHSA and cross agency team. **Service areas** include all geographic regions of Inyo County. **Target populations** of the MHSA include the un-served and underserved persons with mental health needs of all ages, racial and ethnic origins. This position will focus on Spanish-speaking persons.

Submittal Requirements

By **12:00 p.m. (noon) on Friday, May 8, 2015** application packets must be received in the Behavioral Health offices at 162 J. Grove Street, Bishop, CA 93514, telephone (760) 873-6533. Faxed applications will **not** be accepted. Packets must include:

- Cover page (format attached)
- Resumes/Qualifications of proposed person(s) to provide services, demonstrating the required relevant experience
- Brief (no more than two pages) narrative describing the strengths/skills of the applicant that will enable them to provided these services, the earliest date applicant is available to start the services, the flexibility of schedule and ability to travel throughout Inyo County
- At least one letter of recommendation/reference from a person familiar with skills/expertise of the applicant
- Hourly compensation requested

Selection Process and Criteria

Selection of the successful applicant will be made by a panel from the MHSA Stakeholders Committee and will include an interview. Criteria will include:

- Completeness of the application packet (5 points)
- Depth and breadth of experience in relevant mental health areas (30 points)
- Evidence of knowledge and experience in culturally relevant outreach and engagement (35 points)
- Knowledge of methods of documentation, data collection and evidenced-based practices (15 points)
- Ability to begin services with minimum start-up time (15 points)

Jeanette Sprague MA
Licensed Marriage and Family Therapist
173 Hanby Avenue
Bishop, CA 93514

Inyo County Behavioral Health
162 J Grove Street
Bishop, CA 93514

Dear Inyo County Behavioral Health,

Please consider renewing my contract as a bilingual Spanish Mental Health Worker. I have enjoyed my eight year tenure working in this position and know that the services provided by the Mental Health Services Act to the Latino Community have greatly benefited the lives of many Spanish speaking Inyo county residents.

As a psychotherapist, I have been able to counsel adults, children, families and couples suffering symptoms of depression, anxiety, reactions to trauma and adjustment problems (to name a few). As a Mental Health Outreach Worker I have greatly enjoyed getting to know people in the Latino community; their strengths, liabilities, and the goals they have for themselves and for their children As an advocate for our marginalized Spanish speaking residents, I have been able to assist people in need of help navigating our legal, educational, housing, immigration, healthcare and social service systems. I have also acted as a liaison between our Latino consumers and those whose charge is to serve everyone the community, regardless of their ethnicity or the language they speak.

I have facilitated a parenting class with the assistance of a consumer, gathered some teens for a six week leadership training and organized a mom's support group at the city park pool, yet no longer devote much time to preparing group trainings or presentations because I have learned the hard way how difficult it is to get people to attend such events. I am more effective working with families and individuals. Many of our Latino residents have unconventional work schedules combined with multiple jobs aswell as a dedication to their families that requires their time and attention when they are not at work. I work diligently, however, to educate our Spanish speaking residents about any and all community based trainings offered to benefit the behavioral health of this specific population and do whatever it takes to remove barriers to their being able to attend such events. Since I have lived in Bishop eighteen years I am well aware of local resources that benefit the Latino community.

I work full time at the elementary school, and therefore am available to work weekends, school holidays and vacations, afternoons and evenings and am willing to travel throughout Inyo County. In 2007 I was hired at a rate of $60 per hour. My colleagues

working for the County have received cost of living adjustments and and salary increases. I am adept at documenting my work on ShareCare software and spend a large portion of my salary on activities that benefit our consumers. I am very conservative about billing for the time I spend providing a valuable service to our consumers and therefore request compensation of $70 per hour.

The mission of the MHSA to promote wellness and to take creative measures to prevent severe mental health problems has resulted in interesting and rewarding relationships with people from the Latino community and myself. I am particularly impressed with the mandate to meet with consumers in their homes, in the community, or at ICBH offices according to the individual needs of each person. This has been invaluable with respect to gaining trust and rapport and has given me insight into the daily lives and challenges of each consumer. It is a privilege and an honor to serve our Latino residents who have a great need to better connect with a therapist, their loved ones or the community at large in order to improve their mental health and prevent more serious mental health problems in the future.

!Viva MHSA! Thank you for your consideration.

Jean Sprague MFT

Jean Sprague, LMFT

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Jeanette Sprague, MFT
FOR THE PROVISION OF Mental Health **SERVICES**

TERM:

FROM: July 1, 2015 **TO:** June 30, 2016

SCOPE OF WORK:

Contractor shall provide up to the 10 (ten) hours per week of outreach and mental health services under the Mental Health Services Act (MHSA) and/or the California MediCal Programs directed by the Behavioral Health Director, her designee, and/or the MHSA Steering Committee. Such services will include community outreach, presentations, care coordination, assessment, individual or family counseling, group counseling and other related services in various settings as assigned. These setting could include the Wellness Centers, office, satellite offices, homes, schools, primary care settings and other community settings. Contractor will maintain the appropriate timely documentation.

Services to be provided by Contractor are expected to conform with the best practices and industry standards in this area.

Services bo be provided by Contracotr are not limited in any way to County working hours, scheduling or holidays.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Jeanette Sprague, MFT
FOR THE PROVISION OF Mental Health **SERVICES**

TERM:

FROM: July 1, 2015 **TO:** June 30, 2016

SCHEDULE OF FEES:

The fee for authorized services pursuant to this Agreement is payable at the rate of $70.00 per hour.

Contractor will be paid or reimbursed for authorized travel expenses and/or per diem including motel expenses at the rate established by the County.

For Clerk's Use Only:
AGENDA NUMBER

18

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: July 7, 2015

SUBJECT: Approval of ECHO Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract between the County of Inyo and the Echo Group for a total amount not to exceed $199,060.08 for the period of July 1, 2015 to June 30, 2016; contingent upon the Board's adoption of the FY15/16 budget, and authorize the Chairperson to sign the contract and the HIPPA Business Association Agreement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Behavioral Health implemented the Echo Share Care product in April 2010 and has since implemented both the billing and the clinical portion for the mental health and substance use disorders programs. We know the strengths and limitations of the product and have been able to create "workarounds" when necessary. We have now also completed a second year of billing for Drug Medi-Cal in addition to our ongoing billing of Specialty Mental Health services as the Medi-Cal Managed Care Plan. Fiscal staff members have worked to maximize reimbursement for services as allowed. While there are many restrictions regarding what is allowable under Medi-Cal and other insurance, staff diligently follow up on all billing issues. We also participate in user group calls to identify barriers and advocate for solutions.

In addition to use of Share Care for billing purposes, we have looked for ways to maximize use of the data collected for quality assurance and quality improvement purposes. We have full access to our data and have become more proficient at pulling the data for use in reports related to access and timeliness as well as cost. This year we have focused on tracking both billable and non-billable services in order to get a more complete picture of consumer participation in wellness center services as well as staff productivity as related to these activities.

Finally, we have used the product clinically to generate an electronic health record (E.H.R.). There have been several areas in which we have had to develop "workarounds" in order to meet Medi-Cal documentation requirements. In the last year we have worked on a way to access a comprehensive medication list for reconciliation with primary health care services. This has been a difficult task in our current version of the system. We will be moving forward with the upgrade of the product which is now called the Virtual Health Record (VHR) as part of this contract. The upgrade to the VHR version of the product and the subsequent training represents $78,075.00 of the total contract. This will be a "one time" cost which will be paid through Mental Health Services Act (MHSA) Capital Facilities Technology Needs (CFTN) funds. The upgrade is necessary to meet "meaningful use" standards as well as address such issues as electronic signature. In addition, the current version of the product will no longer be supported by ECHO in the near future. Our partners in Mono County Behavioral Health have just embarked on this upgrade. We will share training and support as much as possible. We will continue to work with HHS management and County IT staff to determine the best time to upgrade to the VHR version.

ALTERNATIVES:

Your Board could deny approval of this contract. This would result in an inability to produce a claim to draw down Medi-Cal funds. The Division would need to identify a viable alternative and implement.

OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services: Medi-Cal and Medicare programs.

FINANCING:

MHSA IT funds, Medi-Cal Administrative funds and Behavioral Health Realignment. This expense will be budgeted in Mental Health (045200) in Professional & Specialized Services (5265). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Margaret Kemp-Williams Approved: ✓ Date: 06/05/15
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* [signature] Approved: yes Date: 6/17/15
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* [signature] Approved: ✓ Date: 6/7/15
INFORMATION SERVICES DIRECTOR:	**INFORMATION SERVICES AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Information Services prior to submission to the Board Clerk.)* [signature] Approved: ✓ Date: 6/23/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner by MMaas Date: 6/26/15

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND The Echo Group

Information Technology

FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: July 1, 2015 **TO:** June 30, 2016

SCOPE OF WORK:

Paragraphs 1. Support Services. 2. Software Updates, and 3. Hosting Services, from the Software Support and Maintenance Agreement attachment.
Consideration:
Notwithstanding the terms of Paragraph 3.B Travel and Per Diem- Contractor shall be reimbursed for travel and per diem in the event that additional training or on-site services are requested and approved under separate work order by County while Contractor is providing the services outlined in the Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Gail Zwier, Ph.D whose title is Behavioral Health Director. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses.

Notwithstanding the terms of Paragraph 3 E. Billing and payment - Contractor shall submit to the County an annual invoice under this Agreement.

Cancellation:
Notwithstanding the terms of paragraph 14. Cancellation - Maintenance Fees will not be refunded to the County in the event County cancels the Agreement without cause. In the event the provisions of Paragraph 22. Funding Limitations, apply, prorated maintenance fees will be refunded to the County. In the event Contractor will not unreasonably withhold written consent to assign monies due under this Agreement.

Assignment:
Notwithstanding Paragraph 15. Assignment- County will not unreasonably withhold written consent to assign monies due under this Agreement.

The work under this contract shall be quality and quantity that is acceptable to the County. Contractor is required to enter into a HIPAA Business Associate Agreement incorporated herein as Attachment D.

1. **Support Services**

A. ECHO shall provide telephone support for the ECHO products as listed in Attachment B of this Agreement. Telephone support services will include assistance related to routine questions regarding use of the products, assistance in identifying and verifying the causes or suspected errors or malfunctions in the products, advice on detours for identified errors or malfunctions, where reasonably available, and advice on the best means for correcting operator error. Telephone support does not include Implementation or Training services or the development of new programs by COUNTY. ECHO will make a good faith effort to respond to COUNTY requests for telephone support between the hours of 8:30 a.m. to 5:30 p.m. P.T. Monday through Friday within two hours, except for ECHO holidays. ShareCare Support can be reached by e-mail at sharecaresupport@echoman.com or by phone at (510)238-2727.

B. ***Telephone support specifically excludes any questions arising from:***

1. Modifications to software by persons other than ECHO personnel
2. Products not listed in Attachment B of this Agreement.
3. Correction of operator error. ECHO will answer questions resulting from operator error; however, corrections made by ECHO to COUNTY database as a result of operator error are not included.
4. COUNTY operating system, telecommunications and/or hardware products
5. Third-party software products including but not limited to Delphi™, Cold Fusion™, any SQL engines and Crystal Reports ™.

C. In the event that the resolution of a support case involves ECHO's correction of a COUNTY data error, ECHO will provide written documentation of the error identified and the script or other method used to correct the data. No data will be adjusted without the prior written consent of authorized COUNTY personnel.

D. The COUNTY agrees to assume responsibility for installation and maintenance of an Internet connection with a reliable connection speed as identified by ECHO to enable access to your hardware configuration for purposes of remote support. An email address is also required for the purpose of upgrades and updates.

E. ECHO reserves the right to refuse requests for support made by customers without a current agreement or with an undisputed receivable balance due to ECHO in excess of thirty (30) days overdue.

F. **Priorities and Escalation** ECHO prioritizes its support requests and responds to those requests in the following fashion:

1. A Priority 1 issue begins when the one of the following occur as a result of an ECHO system failure to perform in accordance with its Software Documentation:

   a) COUNTY formally reports that the COUNTY's system is down and inaccessible to all or a majority of COUNTY personnel. This may take the format of an email or other written communication.

   b) COUNTY is unable to produce bills or create charges, or

   c) COUNTY is unable to post payments

2. These issues will receive immediate attention from support department management and the COUNTY's business analyst during the hours specified in paragraph 1 listed above. Both will coordinate a plan of action as soon as practicable, and will provide regular updates to COUNTY personnel on the status and resolution of the issue. The Chief Executive Officer and / or the Director of Engineering will be notified if the issue is not resolved within four hours.

3. a It is understood that at the COUNTY's discretion, the COUNTY may be entitled to claim against the maintenance fees paid during the applicable year in the event a Priority 1 issue results in downtime exceeding three business days. Such claim would be calculated as one-fifty-second of the annual software support and maintenance fee for each three days that the system is down (no proration) up to the total software support and maintenance fee paid for that specific year.

4. All other support issues are identified as Priority 2 issues. Each support case under this category is assigned to a Support Department Specialist and if the specialist is unable to provide an immediate resolution to the issue, they will involve other support, quality assurance and development personnel as required.

2. **Software Updates**

A. ECHO will provide the COUNTY with updated, enhanced versions of all ECHO products described in Attachment B of this Agreement. The interval of updates and new features of updates will be at ECHO'S sole discretion, but will include consideration of all COUNTY requests. Funding source or COUNTY-specific enhancements will be done only at standard ECHO rates, as will the cost of incorporating enhancements into funding source or COUNTY specific software.

B. Shipment of updates, corrections, or other software by ECHO will be by lowest cost carrier. Request by the COUNTY for faster shipment will result in all shipping costs being borne by the COUNTY.

3. **Hosting Services**

A. ECHO Responsibilities

ECHO will maintain application, database, and communications servers adequate for COUNTY to operate the software defined in Attachment B. Hosting will include:

1. Installation of all application software defined in Attachment B.
2. Installation of all operating system and communications software necessary on the server to operate the software and number of users defined in Attachment B.
3. Creation of the initial database necessary for the operation of the application software
4. Maintenance of the application database, including indexes, stored procedures and triggers
5. TCP/IP communications linkages accessible to COUNTY via the Internet
6. Adequate data storage capacity for application software operation
7. Network Monitoring
8. A full database back-up will be executed nightly, without interruption of system operation. In addition, at least four (4) times during each ECHO workday, a complete transaction log back-up will be made. Verification of successfully completed backup processes is included
9. Monitoring of key system metrics including: Threshold based monitoring of CPU utilization, file systems space utilization, and memory utilization

10. Network/firewall monitoring
11. Server Redundancy: In order to maximize system availability, server redundancy will be maintained, including web server and application server, as well as industry standard RAID data storage configuration. In addition, Internet connectivity will have multiple broadband or faster connections.
12. Security / Encryption: ECHO will utilize industry standard digital certificates that provide a minimum of 128-bit encryption through Secure Socket Layer (SSL) technology to manage server-based security of COUNTY data and data communications.
13. Updates and System Maintenance
14. Database and operating system software will be installed and maintained in operating order
15. ECHO will provide updated versions of application, database and operating system software at intervals determined by ECHO
16. ECHO will establish maintenance timeframe windows with COUNTY for required updates and general system maintenance that will limit access to the system.

B. COUNTY Responsibilities

System Support

1. COUNTY shall provide all of the local equipment and operating systems necessary for operation of the products.

2. COUNTY shall install and pay the cost of the high speed communication interface with the Internet with which the products will operate

3. From time to time, ECHO may need the assistance of the COUNTY in diagnosing a support issue. The COUNTY will assist ECHO in performing diagnostic activities in connection with a request for services under this Agreement

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND The ECHO Group

FOR THE PROVISION OF Information Technology **SERVICES**

TERM:

FROM: July 1, 2015 **TO:** June 30, 2016

SCHEDULE OF FEES:

B.2 Payment Grid Attached

B.2 PAYMENT GRID.

Program/Service Description	Unit Type	Rate	Total # Units	Maximum Contract Amt
Support, Maintenance and Hosting Services Fee for – 24 Concurrent Echo Software Users (15 ShareCare Clinical & 9 ShareCare Administrative and Billing)	Year	$100,685.08 Annually	1	$100,685.08
Subscription License: DrFirst ePrescribing Software	Each	$600.00	1	$600.00
Support, Maintenance and Hosting Services Fee for Data Junction Lite Maintenance	Each	$500.00	1	$500.00
Support, Maintenance and Hosting Services Fee for Database Replication Services	Month	$250.00	12	$3,000.00
Upgrade: ShareCare with VHR (Replace 15 ShareCare Clinical Licenses)	Each	Tiered	15	No Charge
Conversion Services: ShareCare to CA VHR: Consumer, demographics, admissions, episodes, facility, programs and staff: includes 1 test and 1 production conversion	Hours	$225.00	35	$7,875.00
VHR Training: • VHR Configuration Workshop • Train the Trainer End User • Form DesignEHR Workshop • Report Writer Workshop • Developing Treatment Plans and Using Predefined Content Recommended Max of 12 students per class Training to be provided on-site or by WebEx	Hours	$225.00	96	$21,600.00
Clinical Workflow Implementation Services: Project Planning Workshop; CA VHR Implementation including Agency specific VHR database build in accordance with the Project Charter and Project Methodology	Hours	$225.00	168	$37,800.00
Development, Implementation, Support and Maintenance for California Mandates	Hours	$225.00	44.4 HRS as needed and approved	Not to exceed $10,000.00 per year
Contingent Professional Services	Hours	$225.00	44.4 HRS as needed and approved	Not to exceed $10,000.00 per year
Estimated Travel	Each	$7,000.00	1	$7,000.00
			MAXIMUM CONTRACT AMOUNT*	**$199,060.08****

* Any services needed that exceed the Maximum Contract Amount must be authorized by an Amendment executed by both parties.
** Contingent upon the availability of funds and approval of the Board of Supervisors.

END OF ATTACHMENT B

For Clerk's Use Only:
AGENDA NUMBER

19

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: July 7, 2015

SUBJECT: Local Provider Requests for EMS Funds

DEPARTMENTAL RECOMMENDATION:
Request your Board approve the following five (5) contracts for projects to be funded from the Emergency Medical Services Trust Fund #505107 for the purchase of emergency response equipment and training in amounts as listed, for a total amount not to exceed $34,212.00 for the period of July 1, 2015 through December 31, 2015; and authorize the Chairperson to sign the following contracts:
1) Independence Volunteer Fire Department for $6300.00
2) Olancha Cartago Fire Department for $7295.00
3) Lone Pine Volunteer Fire Department for $7587.00
4) Big Pine Fire Protection District for $7296.60
5) Southern Inyo Fire Protection District for $5733.60

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The Emergency Medical Services (EMS) funds are collected from traffic fines in varying amounts per year. The disbursement of the funds is designated by Health and Safety Code Section 1797.98a and requires the monies be distributed as follows: (25%) goes to hospitals, (58%) goes to emergency room physicians, and (17%) is local discretionary funds that our local Board of Supervisors has chosen to fund volunteer EMS providers. Health and Human Services solicits requests annually for volunteer EMS providers to submit funding proposals to be funded from the discretionary (17%) portion of the fund, per county ordinance. This year five (5) entities submitted requests totaling $34,212.00, for the funds available through last June 30, 2014.

The Department will be moving this annual distribution to a fiscal year calendar, resulting in annual distributions moving to late summer after fiscal year close-out, rather than in the spring. Therefore, 2015 will be a transition year, meaning another distribution will be forthcoming in late summer after June 30, 2015 fiscal close-out.

ALTERNATIVES:
Not approving this contract would result in local EMS responders operating with existing equipment. By ordinance, this money can be spent only on local volunteer ambulance providers.

OTHER AGENCY INVOLVEMENT:
All eligible emergency service entities were notified of this process and were given the opportunity to submit requests for funding.

FINANCING:
100% Emergency Medical Trust Fund #505107, regulated by legislation and County Ordinance. No County General Funds are involved.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: Yes Date: 6/17/15
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 6/17/2015
PERSONNEL DIRECTOR: N/A	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: _____

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Southern Inyo Fire Protection District
FOR PROVISION OF MADDY EMERGENCY MEDICAL SERVICES FUNDS

TERM:

FROM: July 1, 2015 **TO:** December 31, 2015

MADDY FUND PROPOSED USAGE:

1. **Funded Activities/Service:**

a. (List the items to be purchased)

LSP AutoVent 4000 $3,778.41
Code 3 Siren w/ Air horn and Light Control $560.44
Fuel Filter Kit $59.29
Fuel Regulator Pressure Kit $143.75
Fuel Sender Unit $422.51
Batteries for Bendix King Radios $769.20
TOTAL $5,733.60

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Southern Inyo Fire Protection District
FOR PROVISION OF MADDY EMERGENCY MEDICAL SERVICES FUNDS

TERM:

FROM: July 1, 2015 **TO:** December 31, 2015

SCHEDULE OF FEES:

County will provide Applicant with $5733.60, in advance, for the purchase of items specified in Attachment A. Applicant shall provide County copies of receipts for such purchases within thirty (30) days of purchase. Funds that are not expended by the end of the contract period shall be returned to the County.

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Olancha Cartago Fire Department
FOR PROVISION OF MADDY EMERGENCY MEDICAL SERVICES FUNDS

TERM:

FROM: July 1, 2015 **TO:** December 31, 2015

MADDY FUND PROPOSED USAGE:

1. **Funded Activities/Service:**

a. (List the items to be purchased)

Rescue Unit (Partial) 1 $7,295.00
TOTAL $7,295.00

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Olancha Cartago Fire Department
FOR PROVISION OF MADDY EMERGENCY MEDICAL SERVICES FUNDS

TERM:

FROM: July 1, 2015 **TO:** December 31, 2015

SCHEDULE OF FEES:

County will provide Applicant with $7,295.00, in advance, for the purchase of items specified in Attachment A. Applicant shall provide County copies of receipts for such purchases within thirty (30) days of purchase. Funds that are not expended by the end of the contract period shall be returned to the County.

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Volunteer Fire Department
FOR PROVISION OF MADDY EMERGENCY MEDICAL SERVICES FUNDS

TERM:

FROM: July 1, 2015 **TO:** December 31, 2015

MADDY FUND PROPOSED USAGE:

1. **Funded Activities/Service:**

a. (List the items to be purchased)

Kenwood Radios $4,347.00
Zoll+ AED $3,240.00
TOTAL $7,587.00

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Volunteer Fire Department
FOR PROVISION OF MADDY EMERGENCY MEDICAL SERVICES FUNDS

TERM:

FROM: July 1, 2015 **TO:** December 31, 2015

SCHEDULE OF FEES:

County will provide Applicant with $7587.00, in advance, for the purchase of items specified in Attachment A. Applicant shall provide County copies of receipts for such purchases within thirty (30) days of purchase. Funds that are not expended by the end of the contract period shall be returned to the County.

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Big Pine Fire Protection District
FOR PROVISION OF MADDY EMERGENCY MEDICAL SERVICES FUNDS

TERM:

FROM: July 1, 2015 **TO:** December 31, 2015

MADDY FUND PROPOSED USAGE:

1. **Funded Activities/Service:**

a. (List the items to be purchased)

2 Radio Repeaters $2,458.00
1-YEAR SUBSCRIPTION CELLULAR DISPATCH $1,068.00
New Siren Equipment $3,770.60
TOTAL $7,296.60

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Big Pine Fire Protection District
FOR PROVISION OF MADDY EMERGENCY MEDICAL SERVICES FUNDS

TERM:

FROM: July 1, 2015 **TO:** December 31, 2015

SCHEDULE OF FEES:

County will provide Applicant with $7296.60, in advance, for the purchase of items specified in Attachment A. Applicant shall provide County copies of receipts for such purchases within thirty (30) days of purchase. Funds that are not expended by the end of the contract period shall be returned to the County.

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Independence Volunteer Fire Department
FOR PROVISION OF MADDY EMERGENCY MEDICAL SERVICES FUNDS

TERM:

FROM: July 1, 2015 **TO:** December 31, 2015

MADDY FUND PROPOSED USAGE:

1. **Funded Activities/Service:**

a. (List the items to be purchased)

5 Contera Basic O2 Carry Cases $387.00
3 Full Body Vacuum Splint $1,225.32
6 Emergency Medical Multi Tool $451.50
4 Triage Tarps $477.28
Rescue 42 Stabilization Struts $2,376.00
1 Year Edispatch Service $1,068.00
ProPaq Vital Monitor Supplies $314.90
TOTAL $6,300.00

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Independence Volunteer Fire Department
FOR PROVISION OF MADDY EMERGENCY MEDICAL SERVICES FUNDS

TERM:

FROM: July 1, 2015 **TO:** December 31, 2015

SCHEDULE OF FEES:

County will provide Applicant with $6,300.00, in advance, for the purchase of items specified in Attachment A. Applicant shall provide County copies of receipts for such purchases within thirty (30) days of purchase. Funds that are not expended by the end of the contract period shall be returned to the County.

For Clerk's Use Only:
AGENDA NUMBER

20

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Chief Probation Officer

FOR THE BOARD MEETING OF: July 7, 2015

SUBJECT: Proclamation declaring week of July 12 throuh 18, 2014 as Probation Services Week

DEPARTMENTAL RECOMMENDATION: Request Board to approve a proclamation declaring July 12 through 18, 2015 as Probation Services Week in Inyo County.

SUMMARY DISCUSSION: The Week of July 12 through 18, 2015 is being proclaimed Probation Services Week throughout California. The attached proclamation is submitted for your Board's consideration to join other jurisdictions in recognizing the many men and women who are probation professionals who are responsible for helping offenders successfully reenter our society as productive individuals.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS	
BUDGET OFFICER: N/A	BUDGET AMENDMENTS *(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.)*
COUNTY COUNSEL: N/A	AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by County Counsel prior to submission to the Assistant Clerk of the Board.)* Approved: Date
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the Auditor-Controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____Date_____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Assistant Clerk of the Board.)* Approved:_____Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)
Date: 7/1/15

PROCLAMATION OF THE BOARD OF SUPERVISORS
COUNTY OF INYO, STATE OF CALIFORNIA PROCLAIMING
THE WEEK OF July 12 through 18, 2015 PROBATION SERVICES WEEK IN INYO COUNTY

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

WHEREAS, Probation professionals are an essential part of the justice system as they uphold the law with dignity while recognizing the right of the public to be safe-guarded from criminal activity.

WHEREAS, all Inyo County Probation Officers and Group Counselors are dedicated to the protection of their community and they are to committed to providing essential services for community corrections including public safety and victim services; and

WHEREAS, these professionals work tirelessly with local public safety departments and their communities to help rehabilitate offenders by insuring court orders and obligations are adhered to; referrals to treatments services and programs are made; and to provide case management services to help them move forward in creating a better future for themselves; and

WHEREAS, Inyo County Probation Officers are sworn peace officers who work in the community, checking in on offenders at home, at work, and on the streets and are on call 24/7 to respond to emergencies and urgent problems; and

WHEREAS, Inyo County Juvenile Center Group Counselors are sworn peace officers who provide 24/7 safety, security, education, life skills, and mentoring to our County's most vulnerable population of youth while detained at the Juvenile Center.

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

WHEREAS, Inyo County Probation Officers and Group Counselors are highly trained professionals who have the ability to promote prevention, intervention and advocacy in the interest of public safety through the use of best practices; and

WHEREAS, these devoted men and women also facilitate the re-entry of offenders into society, where their efforts in conjunction with those of many other groups, helps ensure a more lawful society and safer neighborhoods for our families; and

WHEREAS, through collaboration with community leaders and volunteering their own time off work, many officers are making a difference in the lives of those they supervise, while faced with expanding case loads, additional responsibilities and workloads; and

WHEREAS, Probation Services Week is a time for the people of Inyo County to recognize the men and women who work each and every day to supervise offenders and care for our detained youth, while also providing support mechanisms to assist the people they supervise in becoming law abiding citizens, good neighbors and contributors to our society.

NOW THEREFORE, the Inyo County Board of Supervisors joins with other communities and the Nation in honoring these outstanding public servants by declaring the Week of July 12 through 18, 2015 as Probation Services Week in Inyo County.

PASSED AND PROCLAIMED by the Inyo County Board of Supervisors, this 7th day of July, 2015.

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by: _____
Patricia Gunsolley, Assistant

_____
Matt Kingsley, Chairperson
Inyo County Board of Supervisors

ORIGINAL

PROCLAMATION OF THE BOARD OF SUPERVISORS
INYO, STATE OF CALIFORNIA PROCLAIMING
h 18, 2015 PROBATION SERVICES WEEK IN INYO COUNTY

robation professionals in Inyo County, the State of California, and the mmunities safe places to live; and

an essential part of the justice system as they uphold the law with dignity be safe-guarded from criminal activity.

fficers and Group Counselors are dedicated to the protection of their providing essential services for community corrections including public

essly with local public safety departments and their communities to help ers and obligations are adhered to; referrals to treatments services and management services to help them move forward in creating a better

WHEREAS, Inyo County Probation Officers are sworn peace officers who work in the community, checking in on offenders at home, at work, and on the streets and are on call 24/7 to respond to emergencies and urgent problems; and

WHEREAS, Inyo County Juvenile Center Group Counselors are sworn peace officers who provide 24/7 safety, security, education, life skills, and mentoring to our County's most vulnerable population of youth while detained at the Juvenile Center.

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

WHEREAS, Inyo County Probation Officers and Group Counselors are highly trained professionals who have the ability to promote prevention, intervention and advocacy in the interest of public safety through the use of best practices; and

WHEREAS, these devoted men and women also facilitate the re-entry of offenders into society, where their efforts in conjunction with those of many other groups, helps ensure a more lawful society and safer neighborhoods for our families; and

WHEREAS, through collaboration with community leaders and volunteering their own time off work, many officers are making a difference in the lives of those they supervise, while faced with expanding case loads, additional responsibilities and workloads; and

WHEREAS, Probation Services Week is a time for the people of Inyo County to recognize the men and women who work each and every day to supervise offenders and care for our detained youth, while also providing support mechanisms to assist the people they supervise in becoming law abiding citizens, good neighbors and contributors to our society.

NOW THEREFORE, the Inyo County Board of Supervisors joins with other communities and the Nation in honoring these outstanding public servants by declaring the Week of July 12 through 18, 2015 as Probation Services Week in Inyo County.

PASSED AND PROCLAIMED by the Inyo County Board of Supervisors, this 7th day of July, 2015.

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by: _____
Patricia Gunsolley, Assistant

_____
Matt Kingsley, Chairperson
Inyo County Board of Supervisors

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
21

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 7, 2015

SUBJECT: Quincy Engineering Contract Amendments 3, 4, and 5

DEPARTMENTAL RECOMMENDATIONS: Request approval of the following to the contract between the County of Inyo and Quincy Engineering for Amendments to the existing engineering contract: A) Amendment No. 3, increases the amount of the contract by $67,400.00 for engineering services on the Upper Trona Wild Rose Project to a total contract amount not to exceed $1,471,700.00. Amendment No. 3 includes a time extension until December 31, 2017; B) Amendment No. 4 credits the County of Inyo $62,600.00 for engineering services for Oak Creek Bridge Project and reduces the amount of the contract to $1,409,200.00; C) Amendment No. 5 increases the amount of the contract by $21,700.00 for engineering services on the Carroll Creek Bridge Project to a total contract amount not to exceed $1,430,900.00; and D) authorize the Chairperson to sign the amendments contingent upon the appropriate signatures being obtained.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The current contract with Quincy Engineering, Inc. needs to be amended. Amendment #3 will include engineering services for the Upper Trona Wildrose Road Project. This amendment also includes a time extension to the contract and increases the total contract amount to $1,471,700.00. Amendment #3 is in the amount of $67,400. Amendment # 4 is for engineering services related to the Oak Creek Bridge Project and decreases the contract total to $1,409,200.00. Amendment #4 is a credit back to the County of Inyo for $62,600.00. Amendment # 5 is for engineering services related to the Carroll Creek Bridge Project and increases the contract total to $1,430,900.00. Amendment #5 is in the amount of $21,700.00.

ALTERNATIVES: The Board could choose not to approve the contract amendments. This is not recommended as Quincy Engineering, Inc. has a substantial amount of knowledge related to the Upper Trona Wildrose Road Project and the County does not have the expertise to complete the plans and specifications for the proposed bridge projects.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the contract amendments. The County Auditor's office will pay the invoices related to the services provided by Quincy Engineering, Inc.

FINANCING: Funds for this project are encumbered as follows: Upper Trona Wildrose Road, General Road Budget Unit 034600, Object Code 5265; Oak Creek Bridge Budget Unit 034601, Object Code 5734; Carroll Creek Bridge Budget Unit 034601, Object Code 5735.

Agenda Request Form: Quincy Engineering Contract Amendments 3, 4, and 5
July 7, 2015

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: Yes Date 7/2/15
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: yes Date 7/2/2015
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 7/2/15

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Quincy Engineering, Inc., of Sacramento, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated February 12, 2013, on County of Inyo Standard Contract No. 156, for the term from February 12, 2013 to December 31, 2015.

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

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

County and Consultant hereby amend such Agreement as follows:

1. Paragraph 2, is amended to read as follows:

   TERM. "The term of this Agreement shall be from February 12, 2013 to December 31, 2017 unless sooner terminated as provided below."

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

   "The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed One Million, Four Hundred Seventy One Thousand, Seven Hundred Dollars and No Cents ($1,471,700.00) (hereinafter referred to as "contract limit").

3. Attachment A to the Contract, *Scope of Work*, shall be revised to include the additional tasks required for engineering services for the Upper Trona Wildrose Storm Damage Emergency Road Project in Quincy Engineering Inc.'s proposal entitled Upper Trona Wildrose Wash Road Scour Repair, dated April 2, 2015, which is included in Attachment A3 to Amendment No. 3 to the contract.

4. Attachment B to the Contract, *Schedule of Fees*, for the scope of work described in Attachment A3 to Amendment No. 3 shall be the fees listed in Quincy Engineering Inc.'s *Year 2015 Hourly Rates* included in Attachment A3 to Amendment No. 3 to the Contract.

5. Attachment C to the contract, *Schedule of Travel and Per Diem payments* for the scope of work described in Attachment A3 to Amendment No. 3 shall be fees listed on Quincy Engineering Inc.'s Year 2015 Hourly Rates included in Attachment A3 to Amendment No. 3 to the contract.

The effective date of this amendment to the Agreement is July 7, 2015

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

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2015.

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: _____ VP

Dated: 6/30/15

Taxpayer's Identification Number:

680269312

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

ATTACHMENT A3
AGREEMENT BETWEEN COUNTY OF INYO
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

TERM:

FROM: February 12, 2013 **TO:** December 31, 2015

SCOPE OF WORK:

The scope of work described in the original contract, dated February 12, 2013, is revised to include additional tasks required to complete engineering services. Quincy Engineering, Inc. has developed an augmented scope of work and cost estimate for the development of Upper Trona Wildrose Road Repair Project. This augmentation is required to produce Plans, Specifications and Estimate (PS&E) for three repair sites, instead of the single site which was originally anticipated. The scope of work and cost augmentation has been developed considering the work completed to date and the work required to complete the PS&E package, which are included in Attachment A3 to Amendment No. 3 to the contract.

QUINCY ENGINEERING

ATTACHMENT A3

Ms. Chantel Brown
Inyo County Public Works Department
168 N. Edwards Street
Independence, CA 93526

June 30, 2015

Re: Upper Trona Wildrose Wash Road Scour Repair Project
Quincy On-Call Contract Amendment 3
Additional Sites Scope of Work & Cost Augmentation

Dear Ms. Brown:

Enclosed is the scope of work and cost estimate for Contract Amendment No. 3 for Plans, Specifications and Estimate (PS&E) preparation for the additional sites at the North Location of Upper Trona Wildrose Road.

Contract Amendment No. 1 to the On-Call Contract was to add a single repair site on the North Location of Upper Trona-Wildrose Road to the existing contract for Engineering Services between Inyo County and Quincy Engineering.

During the field review meeting in April 2014, the Project Team determined that in addition to the 350' washout (Site #1) at the North location of Upper Trona Wildrose Road, two additional sites (Site #2, 275' long repair and Site #3, 1,315' long repair) were identified. The reason for this Scope of Work and Budget Augmentation is to include these two additional sites into the PS&E package.

Contract Amendment No. 3 Scope of Work, time and expenses for Trona Wildrose Road are attached. Contract Amendment No. 3 expenses are in addition to those contained within Amendments No. 1. The sum of the two will cover the services needed. Contract summary is as follows:

Original Contract not to exceed amount *(No Scope for Trona Wildrose Road Scour Repair)*	$	0
Amendment No. 1 (*Added Trona Wildrose Road Scour Repair to the Existing On-Call Contract*)	$	86,000
Amendment No. 3 (*Trona Wildrose Road Scour Repair Augment for additional Sites*)	$	67,400
Total Not to Exceed Amount *(Trona Wildrose Road Scour Repair)*	$	153,400
Total Not to Exceed for On-Call Contract	$	1,471,700

Please feel free to call and discuss this amendment if you have any questions.

Sincerely,
Quincy Engineering, Inc.

James L. Foster, Jr., P.E.
Project Manager

On-Call Contract – Task 1 - Amendment 1
Upper Trona Wildrose Wash Road Scour Repair Scope of Work & Cost Augmentation

Quincy Engineering, Inc. (Quincy) has developed an augmented scope of work and cost estimate for the development of Upper Trona-Wildrose Road Repair Project. This budget augmentation is required to produce Plans, Specifications and Estimate (PS&E) for three repair sites at the North location, instead of the single site which was originally anticipated. The Scope of Work and Cost Augmentation has been developed considering the work completed to date and the work required to complete the PS&E package.

Scope of Work and Cost Augmentation Description

The nature of the tasks associated with the original scope of work from March 2014 will not change however the level of effort for the tasks will increase. The primary need to add to the original scope of work was identified during the field review meeting in April 2014. At this meeting at the North Location, Site #2 and Site #3 were determined to be in need of repair in addition to Site #1. The project memorandum and repair cost estimates were developed for all three sites and Cal OES recently approved the funding and time extension for the project development process. The Task 1 – Amendment 1 Scope is as follows:

Task 1.1 – KO Meeting/Project Management

Additional time for project management activities, phone conference meetings and summaries, team coordination and agency consultations, project development schedule updates and tracking is needed due to both the additional sites and the additional time associated with the project development phase.

Task 1.2: Surveys

The County provided survey data for Site #1 and Site #3 but there was no survey data for Site #2. The original Scope of Work for Quincy Survey was to review County provided topographical information. To provide PS&E for all three sites, Quincy will need to perform a site survey of Site #2. Quincy will need to mobilize a survey crew to the site to obtain ground survey data. This survey would act to supplement the previously provided County Survey from 2014.

Task 1.3 Hydraulics/Geomorphology

No additional work needed (existing conditions are being restored).

Task 1.4 – Environmental/Permits

Panorama will need additional budget due to the addition of Sites #2 and #3 to their scope of work. The following items are needed to complete environmental work for the proposed project:

Task 1.4.1 – Site Visit

One additional site visit needed and covered in Task 1.4.4.1.

Task 1.4.2: Permitting Support and Coordination

A total of four damage sites (Site #1, #2, #3A, and #3B), all within washes, have been included in the project scope. It was indicated during the site visit that work in the wash will be required to repair the road. Each damage location with excavation or fill in the wash will require permitting consultation and coordination with CDFW and the Lahontan RWQCB. The original scope did not identify the specific types

of permits that would be needed for the project due to lack of information. Panorama has now identified that the following permits would be required:

- Lake and Streambed Alteration Agreement from CDFW (Section 1602 of the Fish and Game Code)
- Waste Discharge Requirements from the RWQCB (Porter-Cologne Water Pollution Control Act)

Panorama will coordinate with the regulatory agencies regarding their concerns and expectations for the permit applications, and will follow up with the agencies regarding the issuance of the permits. Panorama will work with Quincy to obtain the engineering details necessary to complete the permit applications. Panorama will provide draft applications to Quincy and the County for comment (to assure language and measures are acceptable), and then incorporate Quincy and County comments to prepare the final applications to submit to the regulatory agencies. The County will sign and mail the final applications with the appropriate fees.

Task 1.4.2.1: Streambed Alteration Agreement (California Department of Fish and Wildlife)

Panorama will prepare the Notification of Streambed Alteration for the project to submit to CDFW. All four damage sites (#1, #2, #3A, and #3B) will be included in one notification package to CDFW. Panorama will provide a draft notification to the County for review and will prepare a final notification that incorporates all County comments for submittal to CDFW. The County will pay the appropriate notification filing fee.

Task 1.4.2.2: Waste Discharge Requirement (Lahontan Regional Water Quality Control Board)

Panorama will prepare an application for Waste Discharge Requirements to submit to Lahontan RWQCB. All four damage sites (#1, #2, #3A, and #3B) will be included in one notification package. Panorama will coordinate with Quincy and Lahontan RWQCB to better define the impacts to waters and possibly reduce the permit filing fee. Panorama will provide a draft application to the County and Quincy for review and will prepare a final notification that incorporates all County and Quincy comments for submittal to Lahontan RWQCB.

Assumptions

- The waters impacted do not require federal permits because the desert washes drain into a playa and are not federally jurisdictional.
- There are no state or federally endangered or threatened species that would require additional permits.
- The County will pay all permit filing fees.
- Permits will be processed under the existing CEQA Categorical Exemption for the project

Deliverables

- Draft/Final Permit Applications

Task 1.4.3 Reconnaissance for Desert Tortoise

This task has been removed.

Task 1.4.4: Coordination with NPS and BLM

Coordination with agency landowners is critical for the success of the project. This task includes review of engineering design input and coordination with Quincy, the County, NPS (Death Valley National Park), and BLM to determine if additional rights-of-way (ROW) or other additional environmental studies are necessary. This task does not include any environmental work needed to obtain the additional ROW.

Task 1.4.4.1: Coordination with NPS

The County asserts it has a prescriptive ROW on Trona Wildrose Road because the County has historically maintained the road. As such, the County intends to conduct work within this prescriptive ROW to restore the road back to pre-storm conditions. At damage Site #1, road work, equipment, and materials may extend beyond the prescriptive ROW onto NPS land.

Panorama will work with the County and NPS to determine the extent of the existing County ROW and identify the process for obtaining additional ROW for more workspace, if additional ROW is needed. Panorama will coordinate with NPS early in the process and continue to communicate throughout the project design phase in order to identify any additional environmental work, such as biological studies or cultural surveys that may be required for the additional ROW. Panorama will attend one meeting in Inyo County with the NPS. A scope and budget augment would be needed to complete additional surveys or environmental review on NPS land.

Task 1.4.4.2: Coordination with BLM

Construction at Sites #2, #3A, and #3B can be completed from the roadway and is not anticipated to extend beyond the County's prescriptive ROW; however, Panorama recommends notifying BLM of the work occurring near their land. Panorama will coordinate with the BLM Ridgecrest office and notify them of the general approach to construction. Panorama will engage BLM early and keep them apprised of project design and construction methods as plans become finalized.

Assumptions

- This scope does not include any additional environmental work potentially required by BLM or NPS. A scope and budget augment would be necessary for any additional environmental work requested by BLM or NPS.
- Construction at Sites #2, #3A, and #3B can be completed without going outside the prescriptive ROW.
- One meeting will be held in Inyo County and Quincy Engineering to coordinate with NPS

Deliverables

- Notes from coordination

Task 5: PS&E

For Sites #2 and #3, we anticipate needing six (6) additional plan sheets. Three (3) plan sheets have been developed to date. In total, there are now ten (10) anticipated plan sheets needed to produce a complete set of plans for all three sites. The increased level of effort to produce plan sheets, cost estimates, and specifications requires a budget augmentation.

ATTACHMENT A3

Cost Proposal

Inyo County - Trona Wildrose Road Scour Repair Project Amendment 3

Multiple Sites

Date: 4/2/2015

	Quincy Engineering, Inc.			
	Direct Labor:			$14,243.94
	Escalation for Multi-Year Project (0.0%):			$0.00
	Subtotal			$14,243.94
	Overhead (1.768):			$25,183.29
A.	Labor Subtotal			**$39,427.23**
	Subconsultant Costs:			
	Panorama			$21,754.00
	SC Solutions			$0.00
	Espana Geotechnical Consultants			$0.00
	Earth Mechanics, Inc.			$0.00
	LSA Environmental			$0.00
	Area West Engineers, Inc.			$0.00
	SPS			$0.00
	David Evans Associates			$0.00
				$0.00
B.	Subconsultant Subtotal			**$21,754.00**
	Other Direct Costs:			
	Travel	1600 miles @	$0.575	$920.00
	Pier Diem/ Hotel	6 days @	$160.00	$960.00
	Delivery	1 @	$73.96	$73.96
	Vendor Reproduction			
	Vellum	@	$0.00	
	81/2 X 11 Reproduction	@	$0.00	
	11 X 17 Reproduction	@	$0.00	
	Mounting Boards for Presentations	@	$0.00	
	Newsletters (Translation and printing)	@	$0.00	
	Subtotal Vendor Reproduction			$0.00
	Title Report	@		$0.00
	Miscellaneous			
	Prevailing Wage Differential			$322.09
C.	Other Direct Cost Subtotal:			**$2,276.05**
	Labor Subtotal A. =			$39,427.23
	Fixed Fee (10.0%):			$3,942.72
	Subconsultant Subtotal B. =			$21,754.00
	Fixed Fee (0.0%):			$0.00
	Other Direct Cost Subtotal: C. =			$2,276.05
	Fixed Fee (0.0%):			$0.00
	TOTAL =			**$67,400.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 176.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

Cost Proposal

Project Number: I04-600 Project Name: Inyo County - Trona Wildrose Road Scour Repair Project Amendment 3

	TASKS	Principal Eng.	Principal Eng.	Assoc Eng.	Senior Eng.	Senior Eng.	Senior Eng.	Senior Eng.	Drafter	Assoc Eng.	Survey Mgr	Survey Tech	Survey Mgr	Survey Tech	Admin Asst	Quincy Total Hours	Quincy Total Labor Dollars	Quincy Total Labor Dollars	Quincy Labor	Quincy Fee	Quincy NLF Budget	Panorama		Subconsultant Subtotal
		AG	JF	RF	CD	GM	MKA	KG	BM	SS	JW	AD	jw	ad	RV		Direct Labor	Escalation Multiplier	Labor+OH Multiplier	Profit Fee	Actual Labor Multiplier			
No.	Initial Hourly Rate	$76.15	$70.15	$46.18	$65.29	$55.59	$52.21	$42.48	$43.48	$40.46	$48.34	$28.49	$49.34	$28.48	$39.37									
	Multiple Sites																	0.0%	2.769	10%	3.045			
																0	$0	$0	$0	$0.00	$0			$0
1	KO Meeting/Project Management		4	0												4	$305	$305	$843	$84.31	$927			$0
2	Surveys		1	2							24	16	8	8		58	$2,435	$2,435	$6,740	$673.98	$7,414			$0
3	Hydraulics / Geomorphology															0	$0	$0	$0	$0.00	$0			$0
4	Environmental/Permits (NPS Meeting)		16	16												32	$1,989	$1,989	$5,506	$550.63	$6,057	$21,754		$21,754
5	PS&E															0	$0	$0	$0	$0.00	$0			$0
	Design memo		1	8												9	$462	$462	$1,278	$127.77	$1,405			$0
	Design		1	20												21	$1,040	$1,040	$2,878	$287.80	$3,166			$0
	plans		1	20					60							81	$3,649	$3,649	$10,099	$1,009.92	$11,109			$0
	check		1			16	0									17	$962	$962	$2,664	$266.39	$2,930			$0
	specifications		1					16								17	$1,076	$1,076	$2,978	$297.79	$3,276			$0
	Quantities and estimate		1	6				2				8				17	$718	$718	$1,988	$198.75	$2,186			$0
	65%, 95%, Final Submittals		2	6				2	8							20	$1,011	$1,011	$2,797	$279.72	$3,077			$0
	DAQC		1		8											9	$598	$598	$1,657	$165.66	$1,822			$0
																	$0							$0
	Subtotal- Hours	0	30	80	8	16	0	20	68	0	24	24	8	8	0	286								0
	Other Direct Costs																				$2,276			0
	Total Cost	$0	$2,285	$3,854	$522	$885	$0	$1,250	$2,957	$0	$1,164	$684	$395	$228	$0	$14,244	$14,244	$14,244	$39,427	$3,943	$45,646	$21,754	$0	$21,754

ATTACHMENT A3

QUINCY ENGINEERING

QUINCY ENGINEERING

ATTACHMENT A3

Inyo County On-Call Contract

Year 2015 Hourly Rates

Rates are effective January 1, 2015 through December 31, 2015

Labor by Classification	Hourly Rate
Principal Engineer	$62 - $84
Associate Principal Engineer	$52 - $75
Senior Engineer	$46 - $75
Associate Engineer	$33 - $60
Assistant Engineer*	$26 - $44
Senior Engineering Tech*	$31 - $48
Engineering Tech/Assistant*	$19 - $39
CAD Manager	$33 - $54
CAD Tech*	$21 - $36
Student Assistant/Intern*	$16 - $24
Administrative Assistant/Support Staff*	$11 - $39
Senior Project Manager/Proj Manager	$52 - $84
Project Engineer	$36 - $75
Resident Engineer/Bridge Rep	$42 - $73
Senior Inspector*	$36 - $63
Inspector*	$22 - $48
Environmental	
Environmental Manager	$50 - $65
Surveying - Office Classifications	
Senior Surveyor/ Survey Department Manager	$38 - $60
Associate Surveyor/Project Surveyor	$35 - $45
Survey Technician*	$28 - $41
Surveying - Field Classifications	
Party Chief*	$28 - $60
Instrumentman*	$28 - $45
Chainman/Rodman*	$28 - $41
One Man Crew*	$28 - $60
Two Man Crew*	$75 - $125

Overhead Rate	176.8%

Other Direct Costs		
Office Computer & Software		Included in Overhead
Office Phone/Cell/Fax		Included in Overhead
Reproduction		
Black & White in office		Included in Overhead
Color in office		Included in Overhead
Vendor		Cost
Delivery		Cost
Mileage		Current Federal Rate ($.575/mi.)
Other Travel		Cost
Subconsultants		Cost
Short Term Per Diem	up to	$180 per day
Long Term Per Diem	up to	$85 per day
Field Vehicle	up to	$67 per day
Field Computer/Printer		$220 per month
Field Cellular Phone		$130 per month
Prevailing Wage Differential**		Cost Plus Payroll Taxes or as dictated by audit
Misc.		Cost

Fee		
Labor + Overhead	10%	-15%
Other Direct Costs	0%	-10%

Notes:

*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.

**Prevailing Wage Differentials may apply for Construction Inspection and Surveying Services.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost plus fee.

All rates subject to an annual escalation of up to 3.5% per year.

ATTACHMENT B3
AGREEMENT BETWEEN COUNTY OF INYO
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

TERM:

FROM: February 12, 2013 **TO:** December 31, 2015

SCHEDULE OF FEES:

The rates and estimated fees described in the original contract, dated February 2, 2013, are revised in accordance with Quincy Engineering Inc.'s *Year 2015 Hourly Rates*, estimated fee, and estimated hours summary included in Attachment A3 to Amendment No. 3. The Consultant shall be compensated at these rates for the scope of work described in Attachment A3 to Amendment No. 3 to the contract.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A3 to amendment No. 3 *Scope of Work.*

The fee and hours summary shown in Attachment A3 to Amendment No. 3 are estimates of probable cost and are presented for information only. The actual costs billed may differ, depending on the actual number of hours and actual direct costs incurred by the Consultant. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments.

ATTACHMENT C3
AGREEMENT BETWEEN COUNTY OF INYO
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

TERM:

FROM: February 12, 2013 **TO:** December 31, 2015

SCHEDULE OF TRAVEL AND PER DIEM PAYMENTS:

The Consultant shall be compensated at the rates shown in Quincy Engineering Inc.'s *Year 2015 Hourly Rates* as shown in Attachment A3 to Amendment No. 3 to the Contract for travel and per diem expenses.

AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Quincy Engineering, Inc., of Sacramento, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated February 12, 2013, on County of Inyo Standard Contract No. 156, for the term from February 12, 2013 to December 31, 2017.

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

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

County and Consultant hereby amend such Agreement as follows:

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

   "The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed One Million, Four Hundred Nine Thousand, Two Hundred Dollars and No Cents ($1,409,200.00) (hereinafter referred to as "contract limit").

2. Attachment A to the Contract, *Scope of Work*, shall be revised to include the additional tasks required for engineering services for the Oak Creek Bridge Project in Quincy Engineering Inc.'s proposal entitled Oak Creek Road over the Los Angeles Aqueduct Bridge Rehabilitation Project, dated April 2, 2015, which is included in Attachment A4 to Amendment No. 4 to the contract.

3. Attachment B to the Contract, *Schedule of Fees*, for the scope of work described in Attachment A4 to Amendment No. 4 shall be the fees listed in Quincy Engineering Inc.'s *Year 2015 Hourly Rates* included in Attachment A4 to Amendment No. 4 to the Contract.

4. Attachment C to the contract, *Schedule of Travel and Per Diem payments* for the scope of work described in Attachment A4 to Amendment No. 4 shall be fees listed on Quincy Engineering Inc.'s Year 2015 Hourly Rates included in Attachment A4 to Amendment No. 4 to the contract.

The effective date of this amendment to the Agreement is July 7, 2015

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

AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2015.

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

CONSULTANT

By: _____ VP

Dated: 6/30/15

Taxpayer's Identification Number:

680269312

AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2015.

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

CONSULTANT

By: _____ VP

Dated: 6/30/15

Taxpayer's Identification Number:

680269312

ATTACHMENT A4
AGREEMENT BETWEEN COUNTY OF INYO
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

TERM:

FROM: February 12, 2013 **TO:** December 31, 2017

SCOPE OF WORK:

The scope of work described in the original contract, dated February 12, 2013, is revised to include additional tasks required to complete engineering services. Quincy Engineering, Inc. has developed an augmented scope of work and cost estimate for the development of Oak Creek Road over the Los Angeles Aqueduct Bridge Rehabilitation Project. This augmentation is required to produce Plans, Specifications and Estimate (PS&E) for the project. The scope of work and cost augmentation has been developed considering the work completed to date and the work required to complete the PS&E package, which are included in Attachment A4 to Amendment No. 4 to the contract.

QUINCY ENGINEERING

ATTACHMENT A4

Ms. Chantel Brown
Inyo County Public Works Department
168 N. Edwards Street
Independence, CA 93526

June 30, 2015

Re: Oak Creek Road over the Los Angeles Aqueduct Bridge Rehabilitation Project
Quincy On-Call Contract Amendment 4
Bridge Rehabilitation Scope of Work & Cost Augmentation

Dear Ms. Brown:

Enclosed is the revised Scope of Work and cost estimate for Contract Amendment No. 4 for the rehabilitation project for the Oak Creek Road over the Oak Creek (Auxiliary) Bridge.

Contract Amendment No. 2 was for Phase 2 - Preliminary Engineering and Phase 3 - Design Engineering of the rehabilitation project for Oak Creek Bridge prior to fully understanding the level of effort required for the items of the Scope of Work. On 1/21/2015, the Project Team met at the site to reassess the needs of the project and to gain a better understanding of the level of effort needed to provide the Plans, Specifications and Estimate outlined in the Phase 2 and 3 Scope of Work.

The Phase 2 and 3 Scope of Work as outline in Amendment No. 2 remains unchanged as part of this Amendment except as shown in the attached Augment to the Scope of Work. The overall hours have been reduced due to the better understanding of the project scope and scale determined during the January Field Review and Kickoff meeting which will reduce the required contract budget for this project.

Contract Amendment No. 4 Scope of Work, time and expenses for Carroll Creek Bridge are attached. Contract Amendment No. 4 expenses are in addition to those contained within the Original Contract not to exceed and will replace the expenses from Amendment No. 2. The net sum of the three will cover the services needed.

Original Contract not to exceed amount (Oak Creek Bridge *Phase 1 - Project Scoping*)	$ 36,200
Amendment No. 2 (*Oak Creek Bridge Phase 2 and Phase 3*)	$ 198,600
Amendment No. 4 (*Oak Creek Bridge Phase 2 and Phase 3 Scope and Cost Reduction*)	$ (62,600)
Total Not to Exceed Amount (*Oak Creek Bridge Rehabilitation*)	$ 172,200
Total Not to Exceed for On-Call Contract	$ 1,409,200

Please feel free to call and discuss this amendment if you have any questions.

Sincerely,
Quincy Engineering, Inc.

James L. Foster, Jr., P.E.
Project Manager

Scope of Work

Amendment No. 4

For Oak Creek Road Over the Oak Creek Rehabilitation Project
BR. NO. 48C-0032
BRLO-5948(075)

The hours estimate established in Amendment No. 2 was created in the midst of the project scope changing from a bridge replacement project to a rehabilitation project. This change was recommended by Caltrans. The level of effort required for this rehabilitation project was unknown at the time. Since the field meeting and kick off meeting in January, the project team has gained a better understanding of the rehabilitation plan and project scope. As such the number of hours per task has been adjusted to reflect this understanding. The hours per task is being adjusted as follows:

Task	Hours per Amendment No. 2	Hours reduced by Amendment No. 3	Total Hours to complete Task
Task 1 - Project Management	196	-120	76
Task 2 - Topographic Survey	128	-8	120
Task 3 - Bridge Rehabilitation Report	52	-12	40
Task 4 - Environmental Studies	26	-12	14
Task 5 - Plans, Specifications and Estimates	698	-346	352
Task 6 - Prepare Permit Applications	36	-20	16
Task 7 - Right of Way	20	0	20
Task 8 - Bidding Support	24	-15	9
Total Project Hours	**1180**	**-533**	**647**

The following task item is to be added to *Task 3 - Bridge Rehabilitation / Type Selection Report.* The overall scope of work for this task will remain and a new subtask *3.1.1 - Sufficiency Rating Analysis* will be added. This subtask was identified as necessary in the Project Kickoff Meeting in January 2015. The estimate of hours for this task is incorporated into the task hours outlined in the table above.

3.1.1 - Sufficiency Rating Analysis
A bridge's sufficiency rating is based on the Structure Inventory and Appraisal (SI&A) sheet as part of the biennial inspection program. As part of the HBP program guidelines, a bridge rehabilitation project must adequately address all structural and appraisal ratings as listed on the (SI&A) sheet to bring the bridge's sufficiency rating to at or above 80.0. Quincy will utilize the FHWA Recording and Coding Guide to evaluate the proposed rehabilitation measures and assure that these measures will be adequate to increase the bridge's sufficiency rating above 80.0. Quincy will provide a technical memorandum to the County to file stating that the intended rehabilitation measures will adequately address the issues with this bridge.

ATTACHMENT A4

Cost Proposal

Inyo County - Oak Creek Road Bridge Replacement Amendment 4

Phases 2 and 3 Augment for Rehab

Date: 4/2/2015

	Quincy Engineering, Inc.				
	Direct Labor:				$32,756.58
	Escalation for Multi-Year Project (3.0%):				$982.70
	Subtotal				$33,739.28
	Overhead (1.768):				$59,651.04
A.	Labor Subtotal				**$93,390.32**
	Subconsultant Costs:				
	Panorama				$19,872.50
	WRECO				$0.00
	Kleinfelder				$0.00
	Bender Rosenthal, Inc.				$11,250.00
		0			$0.00
		0			$0.00
		0			$0.00
		0			$0.00
		0			$0.00
B.	Subconsultant Subtotal				**$31,122.50**
	Other Direct Costs:				
	Travel	700 miles @	$0.575		$402.50
	Pier Diem/ Hotel	4 days @	$160.00		$640.00
	Delivery	1 @	$189.85		$189.85
	Vendor Reproduction				
	Vellum	@		$0.00	
	81/2 X 11 Reproduction	@		$0.00	
	11 X 17 Reproduction	@		$0.00	
	Mounting Boards for Presentations	@		$0.00	
	Newsletters (Translation and printing)	@		$0.00	
	Subtotal Vendor Reproduction				$0.00
	Title Report	@			$0.00
	Miscellaneous				
	Prevailing Wage Differential				$915.80
C.	Other Direct Cost Subtotal:				**$2,148.15**
	Labor Subtotal A. =				$93,390.32
	Fixed Fee (10.0%):				$9,339.03
	Subconsultant Subtotal B. =				$31,122.50
	Fixed Fee (0.0%):				$0.00
	Other Direct Cost Subtotal: C. =				$2,148.15
	Fixed Fee (0.0%):				$0.00
	TOTAL =				**$136,000.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 176.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

Cost Proposal

Project Number: I04-500 Project Name: Inyo County - Oak Creek Road Bridge Replacement Amendment 3

	TASKS	JF	RF	VD	SS	JJ	BM	KG	RSG	CD	JW	AD	JW	AD	RV	Quincy Total Hours	Direct Labor	Escalation Multiplier	Labor+OH Multiplier	Fee Multiplier	Actual Labor Multiplier	Panorama	WRECO	Kleinfelder	Bender Rosenthal Inc.		Subconsultant Subtotal
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			2.5%	2.7%	15%	3.04%						
	Phases 2 and 3 Augment for Rehab																										
	Phase 2 - Preliminary Engineering and Environmental Clearance															0	$0	$0	$0	$0.00	$0						$0
	Task 1 - Project Management / Meetings															0	$0	$0	$0	$0.00	$0						$0
1.1	Project Management	16													4	20	$1,376	$1,417	$3,923	$392.27	$4,315						$0
1.2	Project Meeting - on site review after preliminary plans	12	12	12	0											36	$2,032	$2,093	$5,793	$579.32	$6,373						$0
	Phone Meeting	2	2		4											8	$411	$423	$1,171	$117.06	$1,288						$0
1.3	Obtain Temporary Rights of Entry for Preliminary Engineering Activities	4	8													12	$680	$711	$1,967	$196.73	$2,164						$0
																0	$0	$0	$0	$0.00	$0						$0
2.0	Topographic Survey and Stream Cross Sections										40	40	16	24		120	$4,568	$4,723	$13,074	$1,307.43	$14,382						$0
																0	$0	$0	$0	$0.00	$0						$0
	Task 3 - Bridge Rehabilitation/Type Selection Report															0	$0	$0	$0	$0.00	$0						$0
3.1	Prepare Rehabilitation Study Report	4	24													28	$1,481	$1,505	$4,165	$416.51	$4,582						$0
3.1.1	Sufficiency Rating Analysis		12													12	$576	$586	$1,622	$162.24	$1,784						$0
	Task 4 - Environmental Studies															0	$0	$0	$0	$0.00	$0						$0
4.1	Kickoff Meeting															0	$0	$0	$0	$0.00	$0	$3,368					$3,368
4.2	Prepare Revised PEB Form	2														2	$132	$137	$434	$43.42	$478	$555					$555
4.3	Prepare Caltrans Environmental Studies	4	8													12	$680	$711	$1,967	$196.73	$2,164	$3,583					$3,583
4.4	Support County Native American Consultation															0	$0	$0	$0	$0.00	$0	$590					$590
																0	$0	$0	$0	$0.00	$0						$0
	Phase 3 - Design Engineering															0	$0	$0	$0	$0.00	$0						$0
	Task 5 - Plans, Specifications and Estimates (PS&E)															0	$0	$0	$0	$0.00	$0						$0
5.1	Design & Submittal of 65% Plans (Unchecked Details)	10	40				80									130	$6,167	$6,352	$17,593	$1,759.28	$19,341						$0
5.2	Independent Design Check	4		40												44	$2,105	$2,168	$6,000	$600.00	$6,600						$0
5.3	Specifications	3						32								35	$2,278	$2,346	$6,493	$649.14	$7,142						$0
5.4	Construction Quantities & Estimate	3	16	16												35	$1,718	$1,771	$4,902	$490.19	$5,393						$0
5.5	Quality Control & Constructability Review	3				32										35	$2,376	$2,448	$6,779	$677.48	$7,452						$0
5.6	Right of Way Engineering	3	8			8					8	8				35	$1,773	$1,827	$5,058	$505.81	$5,562						$0
5.7	Preparation of 95% (Draft) PS&E	2	4				16									22	$1,041	$1,073	$2,969	$296.91	$3,264						$0
5.8	Submittal of 95% (Draft) PS&E	1	4													5	$269	$277	$767	$76.66	$843						$0
5.9	100% PS&E (Final Signed Submittal)	1	2				8									11	$520	$536	$1,484	$148.35	$1,632						$0
																0	$0	$0	$0	$0.00	$0						$0
	Task 6 - Prepare Permit Applications															0	$0	$0	$0	$0.00	$0						$0
6.1	Prepare State Permit Applications	8	8													16	$805	$1,024	$2,836	$283.56	$3,119	$7,900					$7,900
																0	$0	$0	$0	$0.00	$0						$0
7.0	Right-of-Way Prepare Temporary Construction Easements	4	8	8												20	$1,080	$1,082	$2,994	$299.37	$3,293				$10,000		$10,000
																0	$0	$0	$0	$0.00	$0						$0
8.0	Bidding Support	4	4		1											9	$538	$554	$1,532	$153.23	$1,687						$0
																	$0										$0
																											0
	Subtotal Hours	90	165	76	5	40	104	32	0	0	48	48	16	24	4	647											
	Other Direct Costs																				$3,148	$3,977			$1,250		$5,227
	Total Cost	$8,554	$7,109	$3,420	$201	$2,685	$4,522	$1,999	$0	$0	$2,268	$1,367	$799	$684	$157	$32,767	$33,797	$33,739	$91,280	$9,328	$104,879	$18,873	$0	$0	$11,250	$0	$31,123

ATTACHMENT A4

QUINCY ENGINEERING

ATTACHMENT B4
AGREEMENT BETWEEN COUNTY OF INYO
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

TERM:

FROM: February 12, 2013 **TO:** December 31, 2017

SCHEDULE OF FEES:

The rates and estimated fees described in the original contract, dated February 2, 2013, are revised in accordance with Quincy Engineering Inc.'s *Year 2015 Hourly Rates*, estimated fee, and estimated hours summary included in Attachment A4 to Amendment No. 4. The Consultant shall be compensated at these rates for the scope of work described in Attachment A4 to Amendment No. 4 to the contract.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A4 to amendment No. 4 *Scope of Work*.

The fee and hours summary shown in Attachment A4 to Amendment No. 4 are estimates of probable cost and are presented for information only. The actual costs billed may differ, depending on the actual number of hours and actual direct costs incurred by the Consultant. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments.

ATTACHMENT C4
AGREEMENT BETWEEN COUNTY OF INYO
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

TERM:

FROM: February 12, 2013 **TO:** December 31, 2017

SCHEDULE OF TRAVEL AND PER DIEM PAYMENTS:

The Consultant shall be compensated at the rates shown in Quincy Engineering Inc.'s *Year 2015 Hourly Rates* as shown in Attachment A4 to Amendment No. 4 to the Contract for travel and per diem expenses.

AMENDMENT NUMBER 5 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Quincy Engineering, Inc., of Sacramento, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated February 12, 2013, on County of Inyo Standard Contract No. 156, for the term from February 12, 2013 to December 31, 2017.

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

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

County and Consultant hereby amend such Agreement as follows:

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

   "The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed One Million, Four Hundred Thirty Thousand, Nine Hundred Dollars and No Cents ($1,430,900.00) (hereinafter referred to as "contract limit").

2. Attachment A to the Contract, *Scope of Work*, shall be revised to include the additional tasks required for engineering services for the Carroll Creek Bridge Project in Quincy Engineering Inc.'s proposal entitled Carroll Creek Road over the Los Angeles Aqueduct Bridge Rehabilitation Project, dated April 2, 2015, which is included in Attachment A5 to Amendment No. 5 to the contract.

3. Attachment B to the Contract, *Schedule of Fees*, for the scope of work described in Attachment A5 to Amendment No. 5 shall be the fees listed in Quincy Engineering Inc.'s *Year 2015 Hourly Rates* included in Attachment A5 to Amendment No. 5 to the Contract.

4. Attachment C to the contract, *Schedule of Travel and Per Diem payments* for the scope of work described in Attachment A5 to Amendment No. 5 shall be fees listed on Quincy Engineering Inc.'s Year 2015 Hourly Rates included in Attachment A5 to Amendment No. 4 to the contract.

The effective date of this amendment to the Agreement is July 7, 2015

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

AMENDMENT NUMBER 5 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2015.

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

CONSULTANT

By: _____ VP

Dated: 6/30/15

Taxpayer's Identification Number:

680269312

ATTACHMENT A5
AGREEMENT BETWEEN COUNTY OF INYO
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

TERM:

FROM: February 12, 2013 **TO:** December 31, 2017

SCOPE OF WORK:

The scope of work described in the original contract, dated February 12, 2013, is revised to include additional tasks required to complete engineering services. Quincy Engineering, Inc. has developed an augmented scope of work and cost estimate for the development of Carroll Creek Road over the Los Angeles Aqueduct Bridge Rehabilitation Project. This augmentation is required to produce Plans, Specifications and Estimate (PS&E) for the project. The scope of work and cost augmentation has been developed considering the work completed to date and the work required to complete the PS&E package, which are included in Attachment A5 to Amendment No. 5 to the contract.

QUINCY ENGINEERING

ATTACHMENT A5

Ms. Chantel Brown
Inyo County Public Works Department
168 N. Edwards Street
Independence, CA 93526

June 30, 2015

Re: Carroll Creek Road over the Los Angeles Aqueduct Bridge Replacement Project
Quincy On-Call Contract Amendment 3
Environmental Tasks Scope of Work & Cost Augmentation

Dear Ms. Brown:

Enclosed is the scope of work and cost estimate for Contract Amendment No. 5 for optional environmental tasks which have been made mandatory for the Carroll Creek Road over the Los Angeles Aqueduct Bridge Replacement Project.

Contract Amendment No. 2 was for Phase 2 - Preliminary Engineering and Phase 3 - Design Engineering.

Phase 2 - Preliminary Engineering of the Scope of Work includes Task 8 - Environmental Services. Optional scope items within Task 8 which have **been recently identified as necessary** are as follows:

- Task 8.1.1.1: Conduct Cultural Study - Cultural Resources Task - Extended Phase I
- Task 8.1.2.2: Prepare Biological Reports - Biological Study Task - Focused Desert Tortoise Survey and Reports

These two tasks were listed as optional in Amendment No. 2 Scope of Work because the necessity of the studies was still unclear. During the Project Kickoff Meeting on 1/21/2015, Caltrans District 9 Environmental indicated that these two tasks would be necessary in order to complete the environmental document.

Contract Amendment No. 5 Scope of Work, time and expenses for Carroll Creek Bridge are attached. Contract Amendment No. 5 expenses are in addition to those contained within Amendments No. 1 and No. 2. The sum of the three will cover the services needed. Contract summary is as follows:

Original Contract not to exceed amount (Carroll Creek Bridge *Phase 1 - Project Scoping*)	$ 36,200
Amendment No. 2 (Carroll Creek Bridge *Phase 2 and Phase 3*)	$ 503,600
Amendment No. 5 (Carroll Creek Bridge *Phase 2 Added Environmental Tasks*)	$ 21,700
Total Not to Exceed Amount *(Carroll Creek Bridge Replacement)*	$ 561,500
Total Not to Exceed for On-Call Contract	$ 1,430,900

Please feel free to call and discuss this amendment if you have any questions.

Sincerely,
Quincy Engineering, Inc.

James L. Foster, Jr., P.E.

developing YOUR vision | delivering YOUR project

20 YEARS

Project Manager

Scope of Work

Amendment No. 5

For Carroll Creek Road Over the Los Angeles Aqueduct Bridge Replacement Project
BR. NO. 48C-0011
BRLO-5948(074)

The following tasks were listed in Amendment No. 2 as "Optional" tasks under Task 8 - Environmental Services. These tasks have since been identified as necessary and are included herein as additional scope of work items.

The time and expenses associated with these tasks were not included in the total contract costs listed in Amendment No. 2.

Task 8.1.1.1: Conduct Cultural Study
The scope of work for this task will remain unchanged except as follows:

~~Optional~~ Cultural Resources Task—Extended Phase I:
Caltrans ~~may require~~ has required an Extended Phase I after further review of the scope of the project. ASM will complete a series of shovel test excavations in the Carroll Creek study area along one or more linear alignments, as necessary. Each shovel probe will measure roughly 40 centimeters in diameter and will be excavated to 50 cm depth, soil/sediments permitting. The placement of shovel probes will be roughly 30 m apart along both sides of Carroll Creek Road; it is estimated that 15-25 probes will be excavated. Fewer test pits would be needed if resources are not located and more would be needed if resources are located. ASM will sift excavated matrix through backpacking screens (approximately 24 by 12 inches) fitted with ¼" (6-mm) mesh and onto plastic tarps to retain sediments. ASM will classify, tabulate, and return all recovered materials to probe locations during the process of backfilling. The presence/absence of cultural materials will be tracked with depth, as practical, in order to gauge any variation in density and composition.
Any cultural deposits or isolated artifacts unearthed where no surface manifestations are evident will be de facto classified as archaeological sites. ASM may introduce additional probes in an attempt to roughly define the horizontal boundaries of buried deposits, but the full definition of boundaries for any buried site is a task beyond the scope of the Extended Phase I effort and should be completed only during a proper Phase II Evaluation program.

Task 8.1.2.2: Prepare Biological Reports
The scope of work for this task will remain unchanged except as follows:

~~Optional~~ Biological Study Task – Focused Desert Tortoise Survey and Reports
Protocol-level desert tortoise survey. Eremico will perform a protocol-level desert tortoise (Gopherus agassizii) survey of the action area. The survey would be conducted according to the USFWS Pre-project Field Survey Protocols for Potential Desert Tortoise Habitat (2010). The survey would cover 100 percent of the action area. The action area includes the access road from U.S. 395 to the project site and the project footprint itself. Eremico would also survey three transects paralleling the action area at 200 meters, 400 meters, and 600 meters from the edge of the action area if no sign or live tortoises are found in the action area during the survey, per the Protocol.
Prepare survey report. Eremico will prepare a survey report that documents methods and results of the desert tortoise survey. The survey report will contain information required by the USFWS Pre-project Field Survey Protocols for Potential Desert Tortoise Habitat (2010), including, but not limited to the following:

- Access issues (none are anticipated)
- Action area
- Methods
- Results (including field data sheets)

Survey data sheets and the Desert Tortoise Survey Report will be sent to the USFWS within 30 days, per the protocol.
Prepare BA. If desert tortoise or desert tortoise sign are found on site. Panorama will prepare a BA per the SER guidelines for desert tortoise (Gopherus agassizii). Panorama will oversee Eremico's preparation of the BA and coordinate with Caltrans regarding the BA.
The BA will include the following items:

- Study methods
- Environmental setting, including biological and physical conditions
- Discussion of impacts to biological resources
- Discussion of mitigation for impacts to biological resources, if necessary
- Conclusions and a determination of level of effect to desert tortoise

Panorama will submit a draft BA to County and Caltrans for review. Panorama will prepare a final BA to address County and Caltrans comments.

ATTACHMENT A5

Cost Proposal

Inyo County - Carroll Creek Bridge Replacement Project Amendment No. 5

Task 8 - Environmental Services

Date: 4/2/2015

	Quincy Engineering, Inc.				
	Direct Labor:				$690.04
	Escalation for Multi-Year Project (0.0%):				$0.00
	Subtotal				$690.04
	Overhead (1.768):				$1,219.99
A.	Labor Subtotal				**$1,910.03**
	Subconsultant Costs:				
	Panorama				$19,581.00
B.	Subconsultant Subtotal				**$19,581.00**
	Other Direct Costs:				
	Travel	0 miles @	$0.575		$0.00
	Pier Diem/ Hotel	0 days @	$150.00		$0.00
	Delivery	1 @	$17.97		$17.97
	Vendor Reproduction				
	Vellum	@		$0.00	
	81/2 X 11 Reproduction	@		$0.00	
	11 X 17 Reproduction	@		$0.00	
	Mounting Boards for Presentations	@		$0.00	
	Newsletters (Translation and printing)	@		$0.00	
	Subtotal Vendor Reproduction				$0.00
	Title Report	@			$0.00
	Miscellaneous				
	Prevailing Wage Differential				$0.00
C.	Other Direct Cost Subtotal:				**$17.97**
	Labor Subtotal A. =				$1,910.03
	Fixed Fee (10.0%):				$191.00
	Subconsultant Subtotal B. =				$19,581.00
	Fixed Fee (0.0%):				$0.00
	Other Direct Cost Subtotal: C. =				$17.97
	Fixed Fee (0.0%):				$0.00
	TOTAL =				**$21,700.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 176.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

QUINCY ENGINEERING

ATTACHMENT A5

Inyo County On-Call Contract

Year 2015 Hourly Rates

Rates are effective January 1, 2015 through December 31, 2015

Labor by Classification	Hourly Rate
Principal Engineer	$62 - $84
Associate Principal Engineer	$52 - $75
Senior Engineer	$46 - $75
Associate Engineer	$33 - $60
Assistant Engineer*	$26 - $44
Senior Engineering Tech*	$31 - $48
Engineering Tech/Assistant*	$19 - $39
CAD Manager	$33 - $54
CAD Tech*	$21 - $36
Student Assistant/Intern*	$16 - $24
Administrative Assistant/Support Staff*	$11 - $39
Senior Project Manager/Proj Manager	$52 - $84
Project Engineer	$36 - $75
Resident Engineer/Bridge Rep	$42 - $73
Senior Inspector*	$36 - $63
Inspector*	$22 - $48
Environmental	
Environmental Manager	$50 - $65
Surveying - Office Classifications	
Senior Surveyor/ Survey Department Manager	$38 - $60
Associate Surveyor/Project Surveyor	$35 - $45
Survey Technician*	$28 - $41
Surveying - Field Classifications	
Party Chief*	$28 - $60
Instrumentman*	$28 - $45
Chainman/Rodman*	$28 - $41
One Man Crew*	$28 - $60
Two Man Crew*	$75 - $125
Overhead Rate	**176.8%**

Other Direct Costs		
Office Computer & Software		Included in Overhead
Office Phone/Cell/Fax		Included in Overhead
Reproduction		
Black & White in office		Included in Overhead
Color in office		Included in Overhead
Vendor		Cost
Delivery		Cost
Mileage		Current Federal Rate ($.575/mi.)
Other Travel		Cost
Subconsultants		Cost
Short Term Per Diem	up to	$180 per day
Long Term Per Diem	up to	$85 per day
Field Vehicle	up to	$67 per day
Field Computer/Printer		$220 per month
Field Cellular Phone		$130 per month
Prevailing Wage Differential**		Cost Plus Payroll Taxes or as dictated by audit.
Misc.		Cost

Fee		
Labor + Overhead	10%	-15%
Other Direct Costs	0%	-10%

Notes:

*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.

**Prevailing Wage Differentials may apply for Construction Inspection and Surveying Services.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost plus fee.

All rates subject to an annual escalation of up to 3.5% per year.

Cost Proposal

Project Number: I04-300 Project Name: Inyo County - Carroll Creek Bridge Replacement Project Amendment No. 5

No.	TASKS	Principal Eng.	Assoc Eng.	Assoc Eng.	Assoc Eng.	Survey Mgr	Senior Eng.	Senior Eng.	Assist Eng.	Survey Tech	Admin Asst	Admin Asst	Quincy Total Hours	Quincy Total Labor Dollars	Quincy Total Labor Dollars	Quincy Labor	Quincy Fee	Quincy NLF Budget	Panorama		Subconsultant Subtotal
		JF	RF	VD	SS	JW	Mka	GM	RK	AD	DJ	RV		Direct Labor	Escalation Multiplier	Labor+OH Multiplier	Fee Multiplier	Actual Labor Multiplier			
	Initial Hourly Rate	$76.15	$45.16	$45.00	$40.48	$49.34	$52.21	$55.39	$21.11	$28.48	$19.54	$29.37									
	Task 8 - Environmental Services														0.0%	2.768	10%	3.045			
1.1.1	Conduct Cultural Study												0	$0	$0	$0	$0.00	$0			$0
	Cultural Resources Extended Phase I	2	4										6	$345	$345	$955	$95.50	$1,051	$3,716		$3,716
1.2.2	Prepare Biological Reports												0	$0	$0	$0	$0.00	$0	$15,865		$15,865
	Focused Desert Tortoise Survey and Reports	2	4										6	$345	$345	$955	$95.50	$1,051			$0
													0	$0	$0	$0	$0.00	$0			$0
														$0							$0
	Subtotal- Hours	4	8	0	0	0	0	0	0	0	0	0	12								0
	Other Direct Costs																	$18	$0	$0	0
	Total Cost	$305	$385	$0	$0	$0	$0	$0	$0	$0	$0	$0	$690	$690	$690	$1,910	$191	$2,119	$19,581	$0	$19,581

ATTACHMENT A5

QUINCY ENGINEERING

ATTACHMENT B5
AGREEMENT BETWEEN COUNTY OF INYO
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

TERM:

FROM: February 12, 2013 **TO:** December 31, 2017

SCHEDULE OF FEES:

The rates and estimated fees described in the original contract, dated February 2, 2013, are revised in accordance with Quincy Engineering Inc.'s *Year 2015 Hourly Rates*, estimated fee, and estimated hours summary included in Attachment A5 to Amendment No. 5. The Consultant shall be compensated at these rates for the scope of work described in Attachment A5 to Amendment No. 5 to the contract.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A5 to amendment No. 5 *Scope of Work.*

The fee and hours summary shown in Attachment A5 to Amendment No. 5 are estimates of probable cost and are presented for information only. The actual costs billed may differ, depending on the actual number of hours and actual direct costs incurred by the Consultant. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments.

ATTACHMENT C5
AGREEMENT BETWEEN COUNTY OF INYO
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES

TERM:

FROM: February 12, 2013 **TO:** December 31, 2017

SCHEDULE OF TRAVEL AND PER DIEM PAYMENTS:

The Consultant shall be compensated at the rates shown in Quincy Engineering Inc.'s *Year 2015 Hourly Rates* as shown in Attachment A5 to Amendment No. 5 to the Contract for travel and per diem expenses.

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
22

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 7, 2015

SUBJECT: Eastern Sierra Engineering Sole Source Justification and Contract Award

DEPARTMENTAL RECOMMENDATIONS: Request the Board of Supervisors 1) declare Eastern Sierra Engineering a sole-source provider for Engineering Services for the South Bishop Improvement Project 2) approve the contract between the County of Inyo and Eastern Sierra Engineering for engineering services related to the South Bishop Improvement Project in an amount not to exceed $86,500.00 and authorize the chairperson to sign, contingent upon the Board's adoption of future budgets and obtaining the appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Currently the County does not have the staff or the materials labs to perform large survey layouts or materials and compaction testing as required by the source of funding for the South Bishop Improvement Project. Eastern Sierra Engineering has provided the original pavement investigation for the South Bishop Improvement Project as well as providing some input on plan and specification review, thus they are far more familiar with the project than any other engineering service consultant would be. Staff is requesting sole source of this work pursuant to Inyo County Purchasing Manual Section IV.I(2)(d). The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field. The County currently has a signed contract awaiting approval for the amount of $86,500.00 for Eastern Sierra Engineering's survey, materials testing, and compaction testing for this project.

ALTERNATIVES: The Board could choose not to approve the contract. Consequently, the project would have to wait to start until the County has gone through the request for proposal process to choose another consultant that would not be as familiar with, nor have the same investment in the project. If the project is not completed on schedule the County will have to pay back the funding source.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the contract. The County Auditor's office will pay the invoices related to the services provided by Eastern Sierra Engineering.

FINANCING: Funds for this project are encumbered in the Budget Unit 034601 Object Code 5729 South Bishop Resurfacing and the Budget Unit 034601 Object Code 5737 Sunland Bike Lanes.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: Yes Date 6/30/15
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 6/30/2015
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) N/A	Approved: N/A Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 7/7/15

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. Eastern Sierra Engineering will provide survey, materials testing, and compaction testing for the South Bishop Improvement Project. The cost for these services shall not exceed $86,500.00. Staff is requesting sole source justification pursuant to Inyo County Purchasing Manual Section IV.I(2)(d).	
DEPARTMENT CONTACT PERSON & TITLE Clint Quilter, Director of Public Works	
DEPARTMENT NAME Public Works	PHONE 760-878-0201
REQUESTED SUPPLIER/CONSULTANT NAME Easter Sierra Engineering	SUPPLIER CONTACT PERSON Shawn Jenkins
SUPPLIER ADDRESS 4515 Towne Dr. Suite A Reno, NV 89521	SUPPLIER CONTACT'S PHONE NUMBER 775-828-7220

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	6/30/15 *Date*
President/CAO Approval	*Date*

Attachment A

Task 1.2 Construction Surveying:

Control Survey:

A. Monumentation: Measure existing control monuments. Check for horizontal and vertical positional accuracy. Set additional control monuments @ 1,500' intervals or as otherwise necessary for construction staking.

B. Project Setup: Set up data collector with point data & road improvement design data

Sunland Drive:

A. Construction Survey- Slope Stakes (Sta 1+00 to 202+03- excluding right side from Sta 199+76 to 202+03): Set reference slope stakes along each side of roadway @ 100' intervals. Stakes shall include ginny & lath marked with slope stake & reference stake data as needed for construction.

B. Construction Survey- Reference Grade Stakes (Sta 199+76 to 202+03 right side) Set reference grade stakes for top back of curb offset @ 5' @ 25' intervals. Stakes shall include ginny, tack & lath marked with reference stake data as needed for construction.

C. Construction Survey- Red Top (subgrade- Sta 1+00 to 202+03) Stakes: Set one (1) red top (with feathers) @ subgrade on centerline and @ each side of roadway to grade @ 100' intervals.

D. Construction Survey- Blue Top (AB grade- Sta 1+00 to 202+03) Stakes: Set one (1) blue top (with feathers) @ AB grade on centerline and each side of roadway to grade @ 100' intervals.

E. Intersections- Mark cut lines, set flare APs, set radius stakes at respective locations as shown on the plans.

F. Meetings and Communication: Attendance at one (1) on-site meeting; miscellaneous communication with Owner.

Items not included in Survey Scope of Work:

A. Federal, state or local government fees.

B. Communication with property owners for permission to access property to obtain measurements.

C. Adjustments to control or road design resulting from inaccurate control.

D. Extra work that may result from numerous design changes, construction change orders, etc. for any reason.

E. Significant restaking necessitated by the of lost stakes for any reason incidental to loss of stakes.

Task 1.3 Environmental Support:

A. Panorama will provide as-needed environmental support services throughout the construction process. Panoramas' proposal is included as an attachment.

Attachment A

Engineering Fees

ESE proposes to complete the services as outlined in this proposal on a time and materials not-to-exceed basis by task as shown below:

Task Description	Estimated Fees
Task 1.1 - Material Testing	$41,180.00
Task 1.2 - Construction Surveying	$38,810.00
Task 1.3 - Environmental Support	$6,580.00
Total (not-to-exceed)	**$86,570.00**

Please see the attached spreadsheet for a detailed estimate of our engineering fees. The estimated not-to-exceed amount would not be surpassed without your written authorization. Additional work outside the above outlined scope of work shall be billed according to the attached Schedule of Charges.

We trust this provides the information you require at this time. Please do not hesitate to contact me at (775) 828-7220 extension 201 if you have any questions or require additional information.

Sincerely,
Eastern Sierra Engineering, P.C.

Shawn W. Jenkins, P.E.
Principal Engineer

Attachments: REVISED Estimated Material Testing and Construction Survey Fee
2015 Standard Rates for Technical Services
Panorama's Proposal dated 4/9/15

Attachment A
Inyo County
South Bishop Improvement Project
REVISED Estimated Material Testing and Construction Survey Fee

Task Description		Principal Engineer ($135/hr)	Senior Tech - Prevailing ($120/hr)	Expenses	Sub-consultant
Task 1.1 Material Testing					
On-site Material Testing (35 days at 8hr/day)			280		
Laboratory Material Testing (assume 8,000 tons)		8		$ 6,500.00	
Task 1.1 Hours Subtotal		8	280		
Task 1.1 Labor Costs		$ 1,080.00	$ 33,600.00		
Task 1.1 Non Labor Costs				$ 6,500.00	$ -
Task 1.1 Non Labor Markup (10%)					$ -
Task 1.1 Total	**$ 41,180.00**				
Task 1.2 Construction Surveying					
Construction Surveying		8			
Control Survey					$ 4,800.00
Sunland Drive					$ 29,500.00
Task 1.2 Hours Subtotal		8	0		
Task 1.2 Labor Costs		$ 1,080.00	$ -		
Task 1.2 Non Labor Costs				$ -	$ 34,300.00
Task 1.2 Non Labor Markup (10%)				$ -	$ 3,430.00
Task 1.2 Total	**$ 38,810.00**				
Task 1.3 Environmental Support					
Environmental Support		8			$ 5,000.00
Task 1.3 Hours Subtotal		8	0		
Task 1.3 Labor Costs		$ 1,080.00	$ -		
Task 1.3 Non Labor Costs				$ -	$ 5,000.00
Task 1.3 Non Labor Markup (10%)				$ -	$ 500.00
Task 1.3 Total	**$ 6,580.00**				
TOTAL MATERIAL TESTING, CONSTRUCTION SURVEY AND ENVIRONMENTAL SUPPORT	**$ 86,570.00**				

EASTERN SIERRA ENGINEERING

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

Attachment A

2015 STANDARD RATES FOR TECHNICAL SERVICES

I. Personnel

Charges will be made at the following rates for time spent in project management, consultation or meetings related to the project, conducting field inspections, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

A. Professional Services

President	$170.00/hour
Resident Engineer	$150.00/hour
Principal Engineer	$135.00/hour
Project Manager	$120.00/hour
Senior Engineer	$120.00/hour
Project Engineer/Designer	$105.00/hour
Staff Engineer/Designer	$100.00/hour

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	$120.00/hour
Technician/Inspector (Prevailing Wage)	$110.00/hour
Senior Technician/Inspector (Regular Wage)	$85.00/hour
Technician/Inspector (Regular Wage)	$80.00/hour

II. Expenses

A. Expenses

Transportation	Current IRS Standard Mileage Rate
Supplies & Shipping	Cost plus 15%

B. Equipment

Coring per core	$20.00/each
Pachometer	$7.50/hr
Torque Wrench	$25.00/day
Skidmore	$25.00/day

III. Subcontracts

Subcontract services will be invoiced at cost plus 10%

IV. Field Testing

HDPE Geomembrane Peal & Shear	$70.00/each

Attachment A

V. Laboratory Testing

Tests	Unit Price/Test
Index Tests	
Moisture Content (ASTM D2216)	$20.00
Moisture Content and Dry Density	$35.00
Atterberg Limits (ASTM 4318)	$85.00
Particle Size Analysis	
Sieve	$90.00
Minus #200 (ASTM D 1140)	$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	$200.00
Specific Gravity	
Soils (ASTM D 854)	$80.00
Fine Aggregate w/ Absorption (ASTM C128)	$80.00
Coarse Aggregate w/ Absorption (ASTM C 127)	$75.00
Moisture-Density Relations	
Standard Proctor (ASTM D 698)	$165.00
Modified Proctor (ASTM 1557)	$165.00
Compaction Check Point	$55.00
Rock Correction per Test	$75.00
Aggregate Testing	
Clay Lumps and Friable Particles (ASTM C 142)	$75.00
Flat and Elongated	$100.00
Fractured Faces (Nev T 230)	$80.00
Sand Equivalent (ASTM D 2419)	$75.00
Organic Impurities (ASTM C40)	$50.00
Dry Unit Weight of Aggregates (ASTM C 29)	$60.00
Sodium Soundness of Aggregates (ASTM C88)	$60.00/ per fraction
Los Angeles Rattler (ASTM C 131)	$130.00
Durability Index, coarse and fine	$160.00
Cleanness	$140.00
Other Testing	
R-Value Untreated Field Sample (ASTM D2844)	$250.00
Concrete Testing	
Compression of Concrete Cylinder (ASTM C39)	$25.00
Compression of Grout Cylinder (UBC 24-28)	$20.00
Compression of Mortar Cylinder (UBC 24-22)	$20.00
Hold Cylinder (cured not tested)	$12.00
Concrete Trial Batch	$550.00

Attachment A

Asphalt Concrete Testing

Bitumen Content by Ignition	$100.00
Bitumen Content by Solvent Extraction	$140.00
Aggregate Gradation	$80.00
Hveem Stability and Compaction (ASTM D1560/1561) each	$75.00
Marshall Stability and Flow (ASTM D1559)	$220.00
Maximum Theoretical Specific Gravity (Rice ASTM D2041)	$90.00
Unit Weight of Asphalt Core (ASTM D2726)	$25.00
Swell of Bituminous Mixtures	$150.00
Moisture Content of Asphalt Mixture	$40.00
Effects of Moisture on AC Mixtures (ASTM D4867, AASHTO T283)	$1,200.00
Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324)	$1,400.00
Moisture Vapor Susceptibility	$150.00
Hot Mix Asphalt Mix Design (Marshall, Hveem and Superpave)	upon request

Miscellaneous

Saw Cutting per hour (PCC, AC, and Masonry)	$55.00
H20 Analysis, Chloride, and Sulfate Content	$145.00

-Laboratory test unit prices are based on the average running time required for each test. Any special research or unusual sample preparation will be based upon hourly personnel charges plus the unit price of the test.

-All samples will be discarded thirty (30) days after submission of our final report, unless otherwise directed by the client. Upon request, Eastern Sierra Engineering will return the samples to the client or keep them for the client for an agreed upon monthly fee.

-Any testing required that is not covered by this fee schedule will be contracted by an outside firm and the fee will be cost plus 10%.

-Inspection and materials testing technician services are billed portal to portal from the laboratory.

-Overtime rates of time and one-half or Double Time will be charged at the appropriate rate. Overtime is defined as any hour of services provided in excess of 8 hours in a single day or any hour of service provided on a Saturday or Sunday

Attachment A

PANORAMA
ENVIRONMENTAL, INC.

April 9, 2015

Shawn Jenkins
Eastern Sierra Engineering
4515 Towne Drive, Suite A
Reno, NV 89521

Dear Mr. Jenkins:

Panorama Environmental, Inc. (Panorama), has prepared the following scope and budget for providing environmental support during construction of the Sunland Drive Pavement Rehabilitation Project. This scope and budget has been prepared based on our discussion with you and with Chantel Brown at Inyo County. The tasks include as-needed environmental desktop support during construction and one site visit. Due to the as-needed nature of this scope of work, the tasks in this scope of work would be conducted only if necessary and if specifically authorized by Inyo County and Eastern Sierra Engineering.

Task 1 As-needed Environmental Desktop Support

Panorama will provide as-needed environmental support services throughout the construction process. No environmental concerns were identified during the environmental review process for the proposed project. Recently, however, a culvert has been identified as a constrained area where the County intends to employ Best Management Practices (BMPs) to avoid all impacts to potential waters of the state and waters of the United States near a culvert on the southern extent of the project site. BMPs will be identified in the project Stormwater Pollution Prevention Plan (SWPPP), assumed to be prepared by the construction contractor team. Panorama will be available to provide input on the BMPs and to coordinate with Caltrans regarding any environmental concerns that arise from work at this culvert location, as requested by the County.

Assumptions:

- Panorama will provide minimal (up to 5 hours) of coordination with Caltrans regarding environmental concerns
- This scope does not include coordination with agencies other than Caltrans
- No in-person meetings are included

Task 2 Site Visit

Panorama will travel to the project site to conduct a field visit, if requested by the County, to provide input on any environmental issues that arise during construction. The site visit would

Attachment A

only be conducted if the County feels a site inspection is necessary. The environmental site inspection will last up to 4-hours. The Panorama staff will perform the following tasks while on site:

- Document construction activities
- Record field notes regarding the status of BMPs near the culvert on the southern extent of the project
- Document any deficiencies and report to the on-site construction manager and to the County

Panorama will prepare a brief memo detailing the observations made during the site visit and will identify any issues observed while on site. Corrective actions will be identified if necessary.

Assumptions:

- Panorama will not inspect BMPs pursuant to the SWPPP but will make sure no erosion or sedimentation issues are visible
- One staff member will travel to the project site to conduct one site visit
- Visit will be conducted only if authorized by the County and ESE in writing

Deliverable:

- Brief memo detailing site visit observations and compliance

Cost Estimate

The estimated cost for conducting the above scope of work is $4,324, as detailed below.

Project Element	Cost
Task t:As-needed Environmental Coordination	$1,400
Task 2: Site Visit	$3,600
Total	**$5,000**

Schedule

Panorama is available to provide the above services upon receipt of a contract and notice to proceed on a specific task and will be available throughout project construction.

Please let me know if you have any questions about this scope of work.

Sincerely,

Tania Treis, Principal
Panorama Environmental, Inc.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF Engineering and Engineering Environmental **SERVICES**

TERM:

FROM: July 7, 2015 **TO:** June 30, 2016

SCHEDULE OF FEES:

The fees for the scope of work described in Attachment A shall be the rates shown in the Engineering Fees, REVISED Estimated Material Testing, Construction Survey Fee and the 2015 STANDARD RATES FOR TECHNICAL SERVICES included in Eastern Sierra Engineering's proposal entitled REVISED PROPOSAL Materials Testing, Construction Surveying and Environmental Support Services South Bishop Improvement Project - Bishop, CA

Project	Service	Estimated Consultant Cost
South Bishop Improvement Project	Material Testing, Construction Surveying, and Environmental Support Services	$86,570.00
	Total	$86,570.00

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF Engineering and Engineering Environmental SERVICES

TERM:

FROM: July 7, 2015 **TO:** June 30, 2016

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The fees for the scope of work described in Attachment A shall be the rates shown in the Engineering Fees, REVISED Estimated Material Testing, Construction Survey Fee and the 2015 STANDARD RATES FOR TECHNICAL SERVICES included in Eastern Sierra Engineering's proposal entitled REVISED PROPOSAL Materials Testing, Construction Surveying and Environmental Support Services South Bishop Improvement Project - Bishop, CA

For Clerks Use Only

AGENDA NUMBER

23

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

[x] Consent [] Departmental [] Correspondence Action [] Public Hearing

[] Scheduled Time for [] Closed Session [] Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **July 7, 2015**

SUBJECT: MorphoTrust USA Inc. as Sole Source Provider and authorization of a purchase order

DEPARTMENTAL RECOMMENDATION:

Request the Board:

A) approve MorphoTrust USA Inc. as the Sole Source Provider for the annual maintenance of the 2 Livescan Fingerprint machines located at the Jail facility and 1 at the Bishop PD; and

B) authorize a purchase order to MorphoTrust USA Inc. for the annual maintenance agreement for the Livescan Fingerprint machines at the Jail Facility and the Bishop PD, in the amount of $16,000, contingent upon the adoption of the FY 2015-2016 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The RAN budget exists in order to purchase, lease, operate and provide maintenance of automated fingerprint equipment and digital image photographic equipment used for the identification of individuals and for the reimbursement of local agencies within the county which have previously purchased, leased, operated or maintained automated fingerprint equipment and digital image photographic equipment. The expenditures for the RAN budget are approved yearly, for the next fiscal year, by the RAN/DNA Board comprised of Sheriff Lutze, DA Tom Hardy, Probation Chief Thompson and Bishop Police Chief Carter.

MorphoTrust USA Inc. (formally Identix Corp.) installed the MorphoTrust LiveScan Fingerprint machines at the Jail Facility in May 2006 and August 2011. The Bishop PD machine was installed on January 31, 2012. The software used in these fingerprint machines was developed by MorphoTrust and MorphoTrust USA Inc. is the sole provider of maintenance for these fingerprint machines.

ALTERNATIVES:

There are no practical alternatives available.

OTHER AGENCY INVOLVEMENT:

Bishop Police Department
Auditor's office

FINANCING:

These funds are available in the FY 2015-2016 RAN budget 055610, Object Code 5171. The Automated Fingerprint Trust (502705) will reimburse the RAN budget for these expenses.

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 6/12/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS *(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 6/18/2015
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 6-22-15

MORPHOTRUST USA, INC.
SYSTEM MAINTENANCE TERMS AND CONDITIONS
for use with
U.S. End User Customers
covering
MorphoTrust™ Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in MorphoTrust USA, Inc.'s ("MorphoTrust") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), MorphoTrust, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by MorphoTrust are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the MorphoTrust TouchCare Support Center via MorphoTrust toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to MorphoTrust's technical support staff to resolve unique problems.
- MorphoTrust shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become MorphoTrust's property. MorphoTrust shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by MorphoTrust, replacement parts and components needed at international destinations shall be shipped by MorphoTrust to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event MorphoTrust ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.
- MorphoTrust shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by MorphoTrust and for which MorphoTrust, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current MorphoTrust Maintenance Agreement Addendum. Customer shall provide MorphoTrust with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and MorphoTrust shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then MorphoTrust shall install the Update during any subsequently scheduled on-site visit by MorphoTrust for service of the System. An "Update" means a new release of such System software components that are developed by MorphoTrust which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. MorphoTrust's *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an MorphoTrust field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. MorphoTrust shall use its best efforts to have an MorphoTrust's field service engineer at the

Customer's facility within four (4) hours from the time the engineer is dispatched by MorphoTrust's Help Desk for customers located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes MorphoTrust more than one full business day to develop, and a *significant deployment effort* is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. MorphoTrust's *9/5 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an MorphoTrust field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. MorphoTrust shall use its best efforts to have an MorphoTrust's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by MorphoTrust's Help Desk if Customer's facility is located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon MorphoTrust's acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at MorphoTrust's then current rates.
- At no additional charge (provided Customer has granted MorphoTrust with continuous network or dial-up access to the System, whether stand alone or connected to a central site), MorphoTrust will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of MorphoTrust's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes MorphoTrust more than one full business day to develop, and a *significant deployment effort* is one that requires MorphoTrust's deployment of one or more of its field service engineers to more than [5] Customer locations or MorphoTrust's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, MorphoTrust will provide such services on a time and materials basis and MorphoTrust will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. MorphoTrust's *Help Desk Maintenance Services* are as follows:

- The Services do not include any MorphoTrust on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the MorphoTrust Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) MorphoTrust trained System manager on the

Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with MorphoTrust's periodic requirements. Unless otherwise agreed in writing by MorphoTrust, the Customer shall be responsible for the installation of each Update.

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust shall furnish all parts and components necessary for the maintenance of the System. MorphoTrust's shipment of a replacement part to Customer will be initiated promptly after the MorphoTrust's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by MorphoTrust to be returned to MorphoTrust, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to MorphoTrust within two (2) weeks after receipt of the replacement part. MorphoTrust is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for MorphoTrust on-site service, MorphoTrust shall use its best efforts to have an MorphoTrust field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by MorphoTrust's Help Desk. Customer shall pay for such on-site service on a time and travel basis at MorphoTrust's then current rates and travel policies, respectively. Prior to dispatch of an MorphoTrust engineer, Customer shall either provide MorphoTrust with a purchase order ("P.O."), complete MorphoTrust's P.O. Waiver form, or provide MorphoTrust with a valid credit card number.

E. Preventive Maintenance Services. MorphoTrust's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with MorphoTrust's specifications for such System. MorphoTrust and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with MorphoTrust's 24/7 Maintenance Services and MorphoTrust's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with MorphoTrust's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond MorphoTrust's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than MorphoTrust's authorized service representatives, or if parts, accessories, or components not authorized by MorphoTrust are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by MorphoTrust to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.

- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in MorphoTrust's System documentation.

B. Availability of Additional Services. At Customer's request, MorphoTrust may agree to perform the excluded services described immediately above in accordance with MorphoTrust's then current rates. Other excluded services that may be agreed to be performed by MorphoTrust shall require MorphoTrust's receipt of a Customer P.O., Customer's completion of MorphoTrust's P.O. Waiver form, or Customer providing MorphoTrust with a valid credit card number before work by MorphoTrust is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by MorphoTrust before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. MorphoTrust's inspection will be billed at MorphoTrust's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from MorphoTrust or an MorphoTrust authorized or identified vendor, at Customer's sole expense: (i) all MorphoTrust and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. MorphoTrust will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact MorphoTrust's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon MorphoTrust's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and MorphoTrust's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be MorphoTrust's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of MorphoTrust's invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of MorphoTrust, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay MorphoTrust's fees for Services or parts as provided hereunder when due: (i) MorphoTrust may suspend performance of its obligation to provide Services until the account is brought current; and (ii) MorphoTrust may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay MorphoTrust's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

MorphoTrust shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, MORPHOTRUST HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL MORPHOTRUST' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION.OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR MORPHOTRUST' SERVICES ACTUALLY PAID BY CUSTOMER TO MORPHOTRUST UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL MORPHOTRUST BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND MORPHOTRUST' REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

MorphoTrust may deliver MorphoTrust-developed Updates to Customer. The terms of MorphoTrust's end user license for the MorphoTrust's software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

If under Agreement, MorphoTrust provides Customer with MorphoTrust developed software in furtherance of Customer's contract with any U.S. federal, state or local government entity, then unless agreed in advance and in writing by MorphoTrust's Chief Security Officer or Chief Compliance Officer, Customer shall not provide, share, allow access to, or otherwise disclose any such MorphoTrust developed software to anyone not employed by MorphoTrust or the U.S. federal, state or local government entity customer of Customer.

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of MorphoTrust and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of MorphoTrust.

For Clerks Use Only

AGENDA NUMBER

24

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

[x] Consent [] Departmental [] Correspondence Action [] Public Hearing

[] Scheduled Time for [] Closed Session [] Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **July 7, 2015**

SUBJECT: Approval of U.S. Forest Service Cooperative Law Enforcement Agreement for Controlled Substance Operations.

DEPARTMENTAL RECOMMENDATION:

Request the Board A) approve the application for the 2015 Financial & Operation Plan for Controlled Substance Operations U.S. Forest Service reimbursements in the amount of $5000; B) authorize Sheriff Lutze and the Chairman of the Board to sign the agreement and all necessary documents; C) contingent upon adoption of the FY 15/16 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Marijuana cultivation within the Forest Service boundaries in Inyo County continues to increase. These include the areas from the Southern end of the county to the Northern end of the county. The Sheriff's Office has continued to work the cultivations with the U.S. Forest Service and BLM. Monies from this agreement will assist the Sheriff's Department in continuing to assist in these investigations and the eradication of thousands of marijuana plants within Inyo County. The marijuana-growing season starts in the spring, usually April or May and the harvesting season begins in August to September, as such, no expenditures or reimbursements are expected until FY 2015/16.

ALTERNATIVES:

Deny the agreements and use existing county funds for controlled substance operations.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The U.S. Forest Service reimbursements total $5000, to be billed and received in the 2015/16 fiscal year. The revenue will be budgeted in the Sheriff General (022700) budget for the FY 2015/16.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: Yes Date 6/17/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 6/18/2015
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 6-22-15

FS Agreement No. 15-LE-11051360-025
4Cooperator Agreement No.
Modification No. 002

EXHIBIT B

COOPERATIVE LAW ENFORCEMENT ANNUAL DRUG OPERATIONS PLAN & FINANCIAL PLAN
Between The
INYO COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
INYO NATIONAL FOREST

2015 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Inyo County Sheriff's Department, hereinafter referred to as "ICS," and the USDA, Forest Service, Inyo National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #15-LE-11051360-025 executed on . This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2014 and ending September 30, 2015.

Previous Year Unexpended Funds: $0.00
Current FY-15 Year Obligation: $5,000
FY-2015 Total Annual Operating Plan: $5000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
William R. Lutz, Sheriff P.O. Drawer 'S' 550 South Clay Street Independence, CA 93526 Telephone: 760-878-0320 Fax:760-878-0389 Email: blutz@inyocounty.us	Janis Odum P.O. Drawer 'S' 550 South Clay Street Independence, CA 93526 Telephone: 760-878-0326 FAX: 760-878-0389 Email: jodum@inyocounty.us

Cooperator Alternate Contact	Cooperator Fiscal Contact
Juan Martinez P.O. Drawer 'S' 550 South Clay Street Independence, CA 95326 Telephone: 760-872-4053 FAX: 760-872-4074 Email: jmartinez@inyocounty.us	Laurie Harner P.O. Drawer 'S' Independence, CA 93526 Telephone: 760-878-0386 FAX: 760-878-0389 Email: lharner@inyocounty.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact #1	U.S. Forest Service Administrative Contact
Jonathan(Scott) Glenn, Special Agent Stanislaus National Forest 19777 Greenley Rd. Sonora, CA 95370-5909 Telephone:209-532-3671 Ext. 228 FAX: 209-536-9829 Email: jglenn@fs.fed.us	Debby Gabriel, Program Budget Analyst Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 Office: 707-562-8645 FAX: 707-562-9031 E-mail: dgabriel@fs.fed.us

U.S. Forest Service Program Coordinator Contact
Kent Delbon, Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 Office: 707-562-8649 FAX: 707-562-9031 **E-mail:** kdelbon@fs.fed.us

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV- I of Agreement No. 15-LE-11051360-025, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:

A. The *U.S. Forest Service* agrees:

1. To reimburse **ICS** for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including;

   a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.

   b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.

2. To reimburse **ICS** for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:

   a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.

   b. Apprehension of persons suspected of producing or trafficking controlled substances.

   c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.

   d. Prosecution of persons suspected of producing or trafficking controlled substances.

3. To reimburse **ICS** for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

   Note: ICS retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse **ICS** for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

B. **ICS** agrees:

1. Within its capability, to perform the following activities on National Forest System lands:

   a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.
   b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.

   c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.

2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II, A** of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The *U.S. Forest Service* and **ICS** mutually agree to the following:

1. The following rate schedule will apply to all expenditures that may be reimbursed to **ICS** under this agreement;

Salary(base)	$35.16 per hour,
Salary(overtime)	$base + ½ per hour,
Per diem costs	$34.00/ME&I + 55.00 Lodging
Travel(Mileage and fares)	$0.66 per mile
Helicopter flight time	Actual documented costs
Supplies or equipment	Actual documented costs

(copies of purchase must be provided for reimbursement)

2. The total expenditures of **ICS** that may be reimbursed may not exceed.... **$5,000.** The total expenditures for item **A.4** may not exceed..... **10%** of the total allocation.

3. **Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.**

III. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

ICS will furnish *monthly itemized statements* of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.

a. Mail copies of itemized billing statements (Attachment A) to:

Debby Gabriel, BA
Pacific Southwest Regional Office - LEI
1323 Club Drive
Vallejo, CA 94592

Send photo copy to:
Jonathan(Scott) Glen, Special Agent
Stanislaus National Forest
19777 Greenly Rd.
Sonora, CA 95370-5909

b. Send hard copy invoices to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

Or fax to: (877) 687-4894
Or e-mail scanned invoice to: ASC_GA@fs.fed.us

c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before October 31, 2015 in order to receive payment.

d. Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.

Job Code: NFLE0515 1360 $5,000

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

County Grants and Agreements Specialist — Date

WILLIAM LUTZ, Sheriff — Date
INYO County

Chairperson — Date
INYO County Board of Supervisor

DON HOANG, Acting Special Agent in Charge — Date
U.S. Forest Service, Pacific Southwest Region

The authority and format of this agreement has been reviewed and approved for signature.

Constance Zipperer — 13 March 2015

CONSTANCE ZIPPERER — Date
Grant Management Specialist
U.S. Forest Service, Pacific Southwest Region

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

For Clerk's Use Only:
AGENDA NUMBER

25

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: July 7, 2015

SUBJECT: Extend Term of Cooperative Studies Funding Agreement and Memorandum of Understandings (MOU) for the Green Book Revision Effort

DEPARTMENTAL RECOMMENDATION:

Request approval of the following to assist with the Green Book Revision effort being conducted by the Inyo County Water Department and the City of Los Angeles Department of Water and Power (LADWP) as endorsed by the Inyo/Los Angeles Standing Committee, November 27, 2006 and extend the agreements to July 25, 2016:

A) The Cooperative Studies Funding Agreement between County of Inyo, LADWP and Susan Carpenter to act as facilitator, and authorize the County Administrator to sign;

B) The Cooperative Studies Funding Agreement between the County of Inyo, LADWP and the Ecological Society of America to act as a Facilitator, and authorize the County Administrator to sign;

C) MOU between the Inyo County Water Department, LADWP, and Susan Carpenter to act as facilitator and authorize the Water Director to sign;

D) MOU between the Inyo County Water Department, LADWP, and the Ecological Society of America (ESA) to act as facilitator and authorize the Water Director to sign.

SUMMARY DISCUSSION: The monitoring and pumping management methods for the Inyo/Los Angeles Long Term Water Agreement (Agreement) are described in a technical appendix called the Green Book. Staff from the Water Department and LADWP are currently engaged in a cooperative process to revise the Green Book provisions. The project follows procedures endorsed by the Inyo/Los Angeles Standing Committee in 2006 which provides for obtaining the assistance of facilitators and scientific peer review panels. Staff from the Water Department and LADWP have selected Ms. Susan Carpenter for the role of facilitator and have also agreed to utilize the Ecological Society of America (ESA) to assemble a panel of scientists to assist with Green Book revision process. Administration and payment for those services required adoption of funding agreements for two Cooperative Studies pursuant to Section IX of the Water Agreement. In addition, the objectives and mutual understanding of the roles of the facilitator and ESA are contained in Memoranda of Understanding (MOU). Both the ESA and the facilitator have contracted directly with Inyo County to participate in the cooperative studies. At the May 7, 2015 Standing Committee Meeting, the Standing Committee directed staff to prepare the necessary documents to extend the cooperative study agreement an additional year from July 26, 2015 to July 25, 2016.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT: The Cooperative Studies Agreements are between the County of Inyo and Los Angeles Department of Water and Power. The Memoranda of Understanding also include Susan Carpenter and the Ecological Society of America.

FINANCING: Pursuant to the Water Agreement Section IX, the cooperative studies will continue to be funded by LADWP.

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 6/18/15
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER
236

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

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

FOR THE BOARD MEETING OF: **July 7, 2015**

SUBJECT: 2014 Annual Crop and Livestock Report

DEPARTMENTAL RECOMMENDATION:

Presentation of the 2014 Annual Crop and Livestock Report

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

General review of the 2014 Annual Crop and Livestock Report, which is submitted in accordance with Section 2279 of the California Food and Agriculture Code. Agriculture continues to be a solid industry that is an integral part of Inyo and Mono Counties' economy.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

FINANCING:

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)_____ Date:_____

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
28

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 7, 2015

SUBJECT: Eastern Sierra Engineering Contract Amendment 10

DEPARTMENTAL RECOMMENDATIONS: Request Board to approve the ratification the Contract Amendment 10 to the existing engineering services contract with Eastern Sierra Engineering

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The current contract with Eastern Sierra Engineering needs to be amended to allow for a time extension to the contract. The contract expired on June 15th of this year. The contract shall be amended to expire on June 15th of 2016. This will allow the completion of tasks already approved by your board. No other changes shall be made at this time to the contract.

ALTERNATIVES: The Board could choose not to ratify the contract. Consequently, a new contract will have to be drawn up and approved which would delay the completion of tasks already started as well as delay associated contract obligations.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the contract amendment. The County Auditor's office will pay the invoices related to the services provided by Eastern Sierra Engineering.

FINANCING: Funds for this contract are encumbered in the General Road Budget Unit 034600, Object Code 5265 Professional Services.

Agenda Request Form: Eastern Sierra Engineering Contract Amendment 10
July 7, 2015

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: Yes Date 6/30/15
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes Date 6/30/2015
PERSONNEL DIRECTOR N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: N/A Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 6/30/15

AMENDMENT NUMBER 10 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Eastern Sierra Engineering of Reno, Nevada (hereinafter referred to as "Consultant"), have entered into an Agreement for the Provision of engineering services dated June 15, 2012, on County of Inyo Standard Contract No. 156, for the term from June 15, 2012 to June 15, 2015.

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

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

County and Consultant hereby amends such Agreement as follows:

1. Paragraph 2, is amended to read as follows:

   TERM. "The term of this Agreement shall be from June 15, 2012 to June 15, 2016 unless sooner terminated as provided below.

The effective date of this amendment to the Agreement is July 7, 2015.

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

AMENDMENT NUMBER 10 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2015.

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

CONSULTANT

By: _____

Dated: May 7, 2015

Taxpayer's Identification Number:

20-0986439

For Clerk's Use Only:
AGENDA NUMBER

28

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☒ Informational

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: **July 7, 2015**

SUBJECT: Request to extend temporary employment of an Office Clerk I.

DEPARTMENTAL RECOMMENDATION:

Request that your Board authorize extension of a temporary Office Clerk I at Range PT- 48 ($13.50/hr.) for the Treasurer-Tax Collectors Office, for a period not to exceed one year from the original hire date of January 16, 2015.

CAO RECOMMENDATION:

As indicated below, the temporary position was originally approved for six (6) months to fill a vacancy created by an extendeded medical absence. The regular employee has since returned from medical leave, however, the department head reports that staff have reached their vacation caps and that other medical uncertainities exist that could result in the office being short staffed for periodic intervals. Additionally, we are working through the budget process which includes examinging staffing levels in all departments. For these reasons, it seems reasonable to recommend that the temporary employee be authorized for an additional four (4) months, through October 31, 2015, to fill when one of the current staff are out of the office due to medical appointments or scheduled vacations.

SUMMARY DISCUSSION:

In November 2014, this office received the resignation of the Assistant Treasurer-Tax Collector. In December 2014, one office technician III went out on medical disability and remains out to this day. One position vacant was going to be managable for a period of time, but losing two staff members left this department down 50% of its personnel.

While I have chosen to postpone filling the Assistant Treasurer-Tax Collector position, the immediate impact to the department functions with two members gone was immense. I requested a temporary office clerk to assist us with the upcoming property tax payment cycle. Approved that request and through that recruitment, we were fortunate to welcome an exemplary employee who embraced the position and has contributed tremendously to this departments ability to maintain the levels of service we have historically provided.

On July 15, 2015, the temporary position will expire. The return of my FTE office technician III is anticipated at some point this summer. I have already decided to postpone the recruitment of an Assistant until some point in the future, leaving this department at a personnel loss of 25%. Approval of this extension will allow this department to continue to provide timely services to the public, allow for our permanent employee to return to work as prescribed, and allow for the necessary checks and balances and oversight that only comes with having the appropriate staffing levels.

ALTERNATIVES:

Your Board could choose not to extend the temporary office clerk position. However, denying this request will result in a staff shortage in this departmentand a continued workload increase to the remaining staff.

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

Due to the vacant Assistant Treasurer-Tax Collector position, there are sufficient salary savings in the Treasurer-Tax Collector budget (010500) in the salaries and benefits object codes to fund this position.

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: 7/1/ Date 2015
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: J Date 7/1/15

DEPARTMENT HEAD SIGNATURE: Alisha McMurtrie Date: 7/1/15
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

29

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: July 7, 2015

SUBJECT: Interim loan from the county treasury to the Southern Inyo Fire Protection District for the 2015/16 fiscal year.

DEPARTMENTAL RECOMMENDATION: Adopt the attached Resolution pursuant to the provisions of Article XVI, Section 6 of the California Constitution, thereby approving an interim loan from the county treasury to the Southern Inyo Fire Protection District (District) in the aggregate amount of $20,000.00 for the purpose of financing the District's operational costs during the 2015/16 fiscal year prior to receipt of their annual property tax apportionment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The above referenced Section of the California Constitution required the County Treasurer to make interim loans to any district whose funds are in the custody of and paid out solely through the County treasury. Such loans cannot exceed 85% of the district's anticipated current fiscal year annual revenue. The Inyo County Auditor-Controller has determined that the requested loan amount of $20,000.00 does not exceed the statutory maximum amount. The County Treasurer has determined that there are sufficient funds on deposit in the County treasury to accommodate the subject loan, and that the approval and utilization of the loan amount will not adversely impact treasury pool participants. The law requires that loans of this nature be approved by the County Board of Supervisors. The adoption of the attached resolution will result in the approval of the loan. A copy of the District's loan request in the form of their resolution is attached for your information.

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.)* Julia Campbell Approved: ✓ Date 5-22-15
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.) N/A Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE: Alisha McMurtrie Date: 06/26/2015
Alisha McMurtrie, Treasurer-Tax Collector

RESOLUTION NO. _____

A Resolution of the Inyo County Board of Supervisors Approving an Interim Loan to the Southern Inyo Fire Protection District from the Inyo County Treasury Pursuant to Article XVI, Section 6 of the California Constitution

WHEREAS, the provisions of Article XVI, Section 6 of the California Constitution provide that the Treasurer of any County shall have the power and duty to make such temporary transfers from the funds in custody as may be necessary to provide the funds for meeting the obligations incurred for maintenance purposes by a political subdivision whose funds are in custody and paid out solely through the Treasurer's office upon resolution adopted by the governing body of the county directing the Treasurer to make such temporary transfers; and,

WHEREAS, the Southern Inyo Fire Protection District (District) has made such a request for an interim loan in the aggregate amount of $20,000.00 for the 2015/16 fiscal year; and

WHEREAS, the amount of such request for temporary transfer does not exceed 85% of the anticipated secured property tax revenue accruing to the District for the 2015/16 fiscal year; and

WHEREAS, the District has agreed to repay the loan from revenues accruing to it in the 2015/16 fiscal year before any other obligation of the District is met; and

WHEREAS, the Inyo County Auditor-Controller is authorized to withdraw, intercept or otherwise offset against monies of the District in amounts sufficient to repay the principal and interest due on the interim loan as said monies accrue to the District,

NOW, THERERFORE, BE IT RESOLVED by the Inyo County the Board of Supervisors of the County of Inyo that, pursuant to the provisions of Article XVI, Section 6 of the California Constitution, the Inyo County Treasurer is hereby directed to make temporary transfers from the Inyo County Treasury to the District in an aggregate amount not to exceed Twenty Thousand ($20,000.00) dollars, as such transfers are requested by the District during the 2015/16 fiscal year.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this 7th day of July 2015, by the following vote:

AYES:
NOES:
ABSENT:

_____
CHAIRPERSON OF THE BOARD OF SUPERVISORS
COUNTY OF INYO, STATE OF CALIFORNIA

Attest: Kevin Carunchio
Clerk of the Board

By_____
Deputy

Resolution No._____

A resolution of the Board of Directors,

Southern Inyo Fire Protection District,

Requesting a temporary loan from the county of Inyo

County Treasury

WHEREAS the Board of directors Of the Southern Inyo Fire Protection District desires to request a temporary loan during the fiscal year 2015-2016 from the Inyo County Treasury in the amount of up to $20,000.00 to be repaid from December and /or April 2016 tax revenues, which ever falls under the use of funds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Southern Inyo Fire Protection District that a loan in the amount of up to $20,000.00 be requested and the Fire/Admin Officer and / or the Board Secretary is authorized to sign any and all documents pertaining to said loan.

PASSED AND ADOPTED THIS DAY April 16, 2015 BY THE FOLLOWING VOTE

MOTION PASSED 4, 0, 0

Robin Flinchum, Chair Person

Southern Inyo Fire Protection District

Attest:

Larry Levy, Fire Chief S.I.F.D.

SOUTHERN INYO FIRE PROTECTION DISTRICT
APPROVED MINUTES OF THE
REGULAR BUSINESS MEETING OF THE BOARD OF DIRECTORS
APRIL 16, 2015

The Governing Board held a regular meeting of the Southern Inyo Fire Protection District on Thursday, April 16, 2015 at 6pm at the Community Center Tecopa Hot Springs Road.

I. Call to order and determination of quorum

- **Robin Flinchum, Chairperson**
- **Amy Noel, Vice Chairperson**
- **Toni Kizzia, Treasurer**
- **Gary Barkley, Secretary**
- **Anita Cox**

Chairperson Flinchum called the meeting to order at **6:07 pm**, called roll and established a quorum.

Present: Chairperson Robin Flinchum , Vice Chairperson Amy Noel, Treasurer, Toni Kizzia, Secretary, Gary Barkley,
Staff: Larry Levy, Carl Dennett
Absent: Anita Cox
Visitors: Sam Fann

II. Confirmation of agenda / Reading of Minutes

- Unapproved minutes for the March, 2015, Regular Business Meeting

Member Barkley moved to accept the minutes of the March 2015 regular meeting. Member Kizzia 2nd, no further discussion, vote taken and passed.

V. Public Comment

Any person may address the District Board on any subject pertaining to District business, which is not listed on the agenda. This comment period is provided by the Ralph M. Brown Open Meeting Act (Government Code § 54950 et seq.)

None.

VI. Correspondence for possible Board action and/or review

Admin Dennett reported correspondence from the auditor's office that we went negative 4/8/15. Chair Flinchum moved to renew the swing loan. Member Kizzia 2nd, no further discussion, vote taken and passed.

Chief Levy reported correspondence from the county counsel regarding MOU with Pahrump Valley Fire. Very close to being in agreement and finalized.

VII. Consent Calendar

Consent calendar items are considered routine and are acted upon by the Board with a single action. Members of the audience wishing to provide public input may request that the Board remove the item from the Consent Calendar.

None.

VIII. Board, Officer, and Committee Reports:

A. Board Member Reports

1. Treasury Report—*Motion Required*
   1. Transaction Report—*Motion Required*

Member Barkley moved to accept the treasury and transaction reports Member Kizzia 2nd and asked to clarify dates for travel expenses for Admin Dennett, he said he would have to check his records. There was discussion about internal spread sheet for expenses and income, some misunderstanding about whether it was meant to contain only recent entries or year to date, agreement that it should contain year to date figures. Vote taken and passed 4,0,0.

B. Fire Chief's Report

The Fire Chief gave his report. At the end Ryan Thomas and Paul Barnes arrived at the meeting to present the SIFPD with $1,000.00 check! And also to discuss a possible festival in town.

C. Chief Administrator's Report

The Admin gave his report.

D. Committee Reports

1. Property Tax

Starting soon!

2. Budget
   a. Grants

Maddy Grant due May 8 up to $6,300 Admin to run by Chair Flinchum and Member Noel before submitting.

Chair Flinchum called a break at 7:44pm and reconvened at 7:48. Admin Dennett left the meeting.

b. 2014-2015 Budget Proposal

No action taken.

c. Complete draft petition to raise parcel tax

Member Kizzia moved that we draft a petition for the November 2015 ballot to increase the district parcel tax 35% + $0.50/ acre; include a COLA increase; add an industrial classification of $1,000.00 per parcel + $20 / acre. Member Barkley 2nd, there was further discussion. No vote taken.

Member Kizzia moved to amend the move to 38% Member Noel 2nd there was further discussion, vote taken and passed 4,0,0.

Chief Levy will coordinate drafting Measure J, will check with an attorney by next meeting, and start working a breakdown of increase in terms of increase per month and per year. Will need 66% of the votes to pass.

3. Fundraising

a. Offer from Shoshone Desert Art Show Committee
Will ask for radio repair or batteries for newly donated radios.

b. Fall fundraiser
The date was set Nov. 14, 2015

c. Future Events
Easter at St. Therese, Etsy Shop

d. Surplus vehicles
Chair Flinchum wonders if we have any surplus vehicles to sell. We do not.

4. Development Committee

a. Discuss and consider taking action on Bright Source proposal to continue suspension of Charleston View project

IX. Old Business

A. Further discussion regarding District involvement in water treatment facility project

Chief Levy gave an update on this project.

X. New Business

A. Sign approved resolution supporting National Monument status for the previously region

The resolution was present and signed.

B. Discuss and consider having District hold a spider and snake workshop

Chief Levy was asked by the mission to do some workshop for staff on CPR and general emergency training spider and snake workshop would be good to do out there too and repeat in the Tecopa/Shoshone area.

XI. Evaluate Distribution of Work Load

OK

XII. Good of the Order

OK

XIII. Suggested Agenda Items for the next meeting.

Policy changes , minutes of special meeting, revisit idea of EMT school

XIV. Adjournment to the next Regular board meeting May 21, 2015, at the Tecopa Community Center.

Member Noel moved to adjourn, Member Kizzia 2nd vote taken and passed 4,0,0.
Chair Flinchum adjourned the meeting at 9:21 pm.

Prepared by Amy Noel

I, Robin Flinchum, Chair and Gary Barkley, Secretary hereby certify that the foregoing is a true and correct copy of the Regular Board Minutes of the April 16, 2015 Regular meeting of the Southern Inyo Fire Protection District.

Robin Flinchum, Chairman

Gary Barkley, Secretary

For Clerk's Use Only:
AGENDA NUMBER

30

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator – Clerk Recorder

FOR THE BOARD MEETING OF: July 7, 2015

SUBJECT: Position on Opposition to AB 291 Regarding CEQA Notification

DEPARTMENTAL RECOMMENDATION: - Request Board consider approval of a letter to Assembly Member Jose Medina, acknowledging the sponsors willingness to amend AB 291 to reflect Inyo County's concerns regarding CEQA notification and removing the County's opposition to AB 291 with the revised language; and authorize the Chairperson to sign.

SUMMARY DISCUSSION: - On March 17, 2015 your Board took action to send a letter to Assemblyman Jose Medina opposing AB 291. This legislation would direct that notification of CEQA projects would no longer be provided in the jurisdiction where the project was being conducted. Working with this office, Inyo County Clerk-Recorder, Kammi Foote, brought this item to your Board, originally, because of her concern that the City of Los Angeles Department of Water and Power projects that are conducted in Inyo County that require CEQA notification would not longer be required to have notification in Inyo County. The Board agreed that this change would not be in the best interest of the citizens of Inyo County and took an opposition position.

Since March, Ms. Foote has been working with her State organization the CACEO, CSAC and the sponsors of AB 291 to revise the language of AB 291 to address Inyo County's concerns regarding CEQA notification to the jurisdictions in which the projects take place. Through Ms. Foote's efforts the language of the legislation has been revised. Ms. Foote has notified this office of her desire to have the Board send a letter withdrawing its opposition to this legislation as revised. Therefore it is staff's recommendation that your Board review the draft correspondence and authorize the Chairperson to sign.

ALTERNATIVES: Staff awaits your Board's direction with regard to this correspondence.

OTHER AGENCY INVOLVEMENT: - Clerk-Recorder, CACEO, CSAC

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

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS *(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.)*
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 Assistant Clerk of the Board.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* 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)

BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

July 7, 2015

The Honorable Jose Medina
State Capitol
P. O. Box 922849
Sacramento, CA 94249-0061

Dear Assembly Member Medina:

On behalf of the Inyo County Board of Supervisors, I wish to express our appreciation for you addressing Inyo County's concerns to earlier versions of Assembly Bill 291.

The basic purposes of CEQA are to ensure that public agency discretionary projects avoid or minimize environmental damage where feasible, and to inform governmental agencies and the public about the potential, significant environmental impacts of proposed project activities.

With the revised language, the Inyo County Board of Supervisors believe that the goals of notification can be achieved as intended by CEQA while streamlining the filing process for certain water projects as specified in the Bill.

Inyo County appreciates your willingness to amend the language of AB 291 to address its concerns regarding CEQA notification and is pleased to remove our previous opposition to the legislation.

Sincerely,

Supervisor Matt Kingsley, Chairperson
Inyo County Board of Supervisors

cc Kammi Foote, Inyo County Clerk Recorder
CSAC

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 17th day of ***March, 2015*** an order was duly made and entered as follows:

Clerk/Oppose AB 291

The Clerk-Recorder, Kammi Foote, explained that AB 291 would direct that notification of CEQA projects would no longer be provided in the jurisdiction where the project was being conducted. She explained how this would be a problem in Inyo County because of the types of projects that are conducted by DWP. She said that if AB 291 was enacted Los Angeles would only file CEQA notification with the LA County Recorder. Moved by Supervisor Totheroh and seconded by Supervisor Pucci to approve correspondence opposing AB 291 (Medina), and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 17th

Day of ____ ***February*** ____ ***2015***

KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By: Patricia Gunsolley

Patricia Gunsolley, Assistant

Routing

CC
Purchasing
Personnel
Auditor
CAO
Other Clerk

DATE: April 10, 2015

BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

March 17, 2015

The Honorable Jose Medina
State Capitol
P.O. Box 942849
Sacramento, CA 94249-0061

Dear Assembly Member Medina,

On behalf of the Inyo County Board of Supervisors, I wish to express our **opposition** to Assembly Bill 291.

Assembly Bill 291 would authorize a local agency, for certain water projects, to file the notice with the county clerk of the county in which the local agency's principal office is located in lieu of the county clerk of each county in which the project is located.

The basic purposes of CEQA are to ensure that public agency discretionary projects avoid or minimize environmental damage where feasible, and to inform governmental agencies and the public about the potential, significant environmental impacts of proposed project activities. Informing the public is achieved through public agencies and project applicants filing Notices with the County Clerk or Office of Planning and Research State Clearinghouse.

Public discourse is one of the primary purposes of CEQA, and Notices are the primary means in which disclosure is carried out. If a Notice is not filed with the County where the project is located, the public may not have the opportunity or sufficient time to review and comment on the project's impacts.

Also, other local government agencies are typically made aware of projects because Lead Agencies and applicants are required to file Notices with the County Clerk in their jurisdictions. If a Notice is not filed in the County where the project is located, there is increased risk that local government will not have the opportunity to review the project impacts on the environment and offer comments and recommendations to reduce impacts.

Inyo County has a long relationship with the Los Angeles Department of Water and Power (LADWP), dating back over 100 years. Their principle office is located outside of Inyo County. We are still researching how this bill would affect our ability to monitor projects subject to CEQA with LADWP.

For these reasons, we oppose Assembly Bill 291.

Sincerely,

Supervisor Matt Kingsley, Chairperson
Inyo County Board of Supervisors

xc: Senator Tom Berryhill
Assembly Member Devon Mathis
CSAC
RCRC

For Clerk's Use Only:
AGENDA NUMBER

23A

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator & Clerk-Recorder

FOR THE BOARD MEETING OF: March 17, 2015

SUBJECT: Assembly Bill 291

DEPARTMENTAL RECOMMENDATION:

Request your Board consider opposing Assembly Bill 291 (Medina) and approving correspondence conveying the County's position, and authorize the Chair to sign.

SUMMARY DISCUSSION:

The California Environmental Quality Act (CEQA) CEQA requires a local agency that approves or determines to carry out a project subject to CEQA to file a notice of the approval or determination with the County Clerk of each county in which the project will be located and requires the County Clerk to make the notice available for public inspection. The Inyo County Clerk Recorder has created and administers an electronic notification system which notifies recipients of all such filings. This electronic notification system allows County staff as well as the public to easily monitor the CEQA status of projects being proposed in the County, including those by other entities such as the City of Los Angeles Department of Water and Power. (It is one of the only, if not the only such electronic notification system we are aware of in the State.)

Assembly Bill 291 would allow a local agency, for certain water projects, to file the CEQA notices with the County Clerk of the county in which the local agency's principal office is located in lieu of the County Clerk of each county in which the project is located and would, if the local agency exercises this authorization, require the local agency to file the notice with the Office of Planning and Research.

In effect, AB 291 could allow LADWP to file its CEQA notices for water projects in the Owens Valley with the Los Angeles County Clerk and avoid filing the notices with the Inyo County Clerk, thereby diminishing the ability of the County and the general public to monitor Los Angeles' water-related projects in Inyo County. For this reason, staff requests your Board consider opposing AB 291.

ALTERNATIVES:

Your Board could choose not to take a position on AB 219 or modify the letter.

OTHER AGENCY INVOLVEMENT:

If passed, the legislation could change how and where the City of Los Angeles Department of Water and Power files documents prepared in accordance with the California Environmental Quality Act.

FINANCING:

There is not cost associated with considering a position on AB 291.

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)

_____ Date: 3/12/2015

_____ Date: 03-13-2015

For Clerk's Use Only:
AGENDA NUMBER

31

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF July 7, 2015

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 *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

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

For Clerk's Use Only:
AGENDA NUMBER
32

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF July 7, 2015

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 *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

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

For Clerk's Use Only:
AGENDA NUMBER

33

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF July 7, 2015

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 *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

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

For Clerk's Use Only:
AGENDA NUMBER

34

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF July 7, 2015

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

For Clerk's Use Only:
AGENDA NUMBER

25

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ 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: July 7, 2015

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the Board of Supervisors Meetings as follows: A) Regular Meeting of June 9, 2015; B) Special Meeting of June 10, 2015; and Regular Meeting of June 16, 2015.

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

37

Inyo Council for the Arts

June 24, 2015

Inyo County Board of Supervisors
Post Office Drawer N
Independence, CA 93526

Re: California Arts Council Request

Dear Members of the Board,

Inyo Council for the Arts is pleased to inform you that our organization continues to receive funding from the California Arts Council (CAC) for a variety of programs and services in Inyo County.

As a formality, the CAC requires that the Inyo County Board of Supervisors pass a resolution designating Inyo Council for the Arts as the county partner to the California Arts Council.

I have attached a sample resolution and we are requesting that you place the item on the agenda for consideration and authorization at your earliest convenience.

If you have any questions, or require further information, please do not hesitate to contact me. Thank you for your continuing support of ICA and our many events, projects and programs.

Sincerely,

Lynn Cooper

Lynn Cooper
Executive Director

RESOLUTION NO._

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA DESIGNATING INYO COUNCIL FOR THE ARTS AS THE COUNTY'S PARTNER TO THE CALIFORNIA ARTS COUNCIL

Whereas, The California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to encourage local cultural tourism, arts education and awareness, and to reach previously underserved constituents; and

Whereas, in Inyo County the Inyo Council for the Arts has been the organization which has been designated to administer program funds; and

Whereas, the California Arts Council has requested that Inyo Council for the Arts again be designated the County's partner to the State Council; and

Now, therefore, be it resolved, that the Inyo County Board of Supervisors designates the Inyo Council for the Arts as its partner to the California Arts Council.

Passed and Adopted this 7th day of July, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Chairperson,
Inyo County Board of Supervisor

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by: _____
Patricia Gunsolley, Assistant

38

Pat Gunsolley

From: Tillemans, Ychelle <Ychelle.Tillemans@ladwp.com>
Sent: Thursday, June 25, 2015 10:11 AM
To: Pat Gunsolley
Subject: AGENDA ITEM
Attachments: AB1213.062315.docx

Good Morning Pat,

The Inyo County Fish and Wildlife Commission has sent the attached letter to the State of California Fish and Game Commission.

The Commission is asking the Inyo County Board of Supervisors to also send a letter in opposition of AB1213.

Let me know if you have any questions.

Thanks,

Ychelle
937-3683

----------Confidentiality Notice----------
This electronic message transmission contains information from the Los Angeles Department of Water and Power, which may be confidential. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachment without reading or saving in any manner.

BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

July 7, 2015

Mr. Sonke Mastrup, Executive Director
California Fish and Game Commission
1416 Ninth Street, Suite 1320
Sacramento, CA 95814

Dear Mr. Mastrup:

The Inyo County Board of Supervisors fully supports the Inyo County Fish and Wildlife Advisory Commission's letter concerning the implementation of AB 1213 also known as the Bobcat Protection Act, see attached. When the Act was passed into law, it directed the California Department of Fish and Wildlife (DFW) to initiate studies of bobcat populations and activities rather than implementing a total statewide ban. It also directed other tasks be undertaken, including creating buffer zones around areas that already prohibit the trapping of bobcats. The study of bobcat populations as been initiated in Inyo and Mono Counties.

DFW has been discussing the buffer zones and have talked about a total closure west of Highway 395 in Inyo and Mono counties. The Inyo County Board of Supervisors, as well as the Inyo County Fish and Wildlife Advisory Commission, is concerned that a total closure would restrict the Department's ability to manage predator populations and that Option 1 being discussed would virtually eliminate any trapping in Inyo and Mono counties. Trapping in these two counties provides for the harvest of the gray fox, raccoons, and coyotes, which have an impact on agriculture and other wildlife populations including the sage grouse. Additionally there are concerns with fees being proposed for the management and enforcement of a single species.

The Inyo County Board of Supervisors is asking that DFW comply with the provisions of AB 1213, to allow the results of the bobcat studies to be compiled and recommendations to be made by the biologists. Our County is on record in the past, supporting the management of California's wildlife populations by DFW and not through the legislative process. The economic viability of our County relies on a multitude of outdoor heritage activities and it is incumbent upon the State through the Fish and Game Commission and DFW, to protect the sustainability of our outdoor recreational and other hunting and fishing industries. Our residents and visitors are relying on the California Fish and Game Commission to provide appropriate management of these resources in Inyo County and throughout the State.

Your consideration of Inyo County's concerns regarding AB 1213 is greatly appreciated.

Sincerely,

Supervisor Matt Kingsley, Chairperson
Inyo County Board of Supervisors

cc: Governor Jerry Brown
RCRC
CSAC

INYO COUNTY
FISH AND WILDLIFE COMMISSION
407 WEST LINE STREET • BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
GARY GUNSOLLEY
STEVE IVEY
GARRETT McMURTRIE
JOE PECSI

REPLY TO:
Ychelle Tillemans
2273 Brigadoon Ave.
Bishop, CA 93514

California Fish and Game Commission
1416 Ninth Street, Suite 1320
Sacramento, CA 95814

Mr. Sonke Mastrup:

The Inyo County Fish and Wildlife Advisory Committee would like to address the implementation of AB1213 also known as the Bobcat Protection Act. In 2014, Richard Bloom, with the support of the center for biological diversity introduced legislation to ban the trapping of bobcats. The bill was amended numerous times before it passed and the final amendment placed a closure around Joshua Tree National Park. The bill gave direction to the California Department of Fish and Wildlife (DFW) to initiate studies of bobcat population's and activities rather than a total statewide ban. A study has already been initiated in Inyo and Mono counties.

Also, the DFW was tasked with creating buffer zones around areas that already prohibit the trapping of bobcats by using readily identifiable landmarks. Here is where the problem lies. Recently the California Fish and Game Commission has been discussing what these buffer zone boundaries should be. A number of ideas have been discussed; including total closures west of 395 in Inyo and Mono counties. We have several concerns with the broad brush closures.

1. Total closure would restrict the state biologist's ability to manage predator populations.
2. Trapping also harvests gray fox, raccoons, coyotes, all of which have an impact on agriculture and wildlife populations including the sage grouse.
3. The closures provided in option 1 would all but eliminate any trapping in Inyo and Mono County.

We are also concerned with the additional fees being considered for management and enforcement of a single species. This fee system will be a failure because it will eliminate the hobby trappers allowing only long line trappers who can afford it, with little commitment to the resource.

Our position is to ask for compliance with the provisions of AB1213 while allowing for results of the bobcat studies to be complied and recommendations are set forth from the biologists.

We are very concerned that our state's wildlife is being managed through the legislative process thus tying the hands of DFWs science based management strategies.

Inyo and Mono counties rely on all types of outdoor heritage activities for revenue and resource management.

We are troubled by the buffer zone concept and the precedent it may set for the future management of other hunting and fishing opportunities in California.