

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.

February 9, 2016

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)]** – discussion with legal counsel regarding potential initiation of litigation (one case.)
3. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Employee Organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Peace Officers Association (ICPPOA); Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, Information Services Director, Brandon Shults, County Counsel, Marshall Rudolph, and Assistant County Counsel, John Vallejo.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

4. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
5. **PUBLIC COMMENT**
6. **COUNTY DEPARTMENT REPORTS (Reports limited to two minutes)**

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

7. **Recycling and Integrated Waste Management** – Request approval of a resolution titled "Resolution of the Board of Supervisors County of Inyo, State of California Authorizing Submittal of Application for Payment Programs and Related Authorization" which is required for CalRecycle's payment process.
8. **Advertising County Resources** - Request Board approve the final payments for the 2015-2016 Community Project Sponsorship Grants as follows: A) \$1,100 to the Bishop Museum and Historical Society for the 2015 Laws Good Old Days Celebration; and B) to the Southern Inyo Community Foundation – Lone Pine Museum of Western Film History, \$3,000 for the 2015 Lone Pine Film Festival and \$500 for the Alabama Hills Location Map and Brochure.

9. **Advertising County Resources** – Request Board approve payment to California Travel Media for an Inyo County one-third page advertisement in the 2016 California Visitors Guide in an amount not to exceed \$11,923.80.
10. **Advertising County Resources** – Request Board approve the request of the Bishop Chamber of Commerce and Visitor Center to change the 2015-2016 Community Project Sponsorship Program grant allocations to the Chamber, to reallocate \$2,000 for the reprint of the Inyo County Treasure Map and \$2,000 for the Inyo County Night Sky Brochure to the approved grant award of \$4,000 to the 2016 Blake Jones Trout Derby, bringing the total grant award for that project to \$8,000.

AUDITOR-CONTROLLER

11. Request approval of an Amendment to the Contract between the County of Inyo and SunGard Public Sector (formally known as SunGard-BiTech) for an add on quote for a Business Process Review and increasing the Contract amount by \$28,140; and authorize the Auditor-Controller to sign the necessary documents and transmit a copy of the signed documents to the Clerk of the Board for the Board's files.

CLERK-RECORDER

12. Request Board find that consistent with the Inyo County Purchasing Policy, Section III B-5, items may be purchased under US Communities Government Contract #4400005870 and approve a Contract between the County of Inyo and DemocracyLive for the purchase of LiveBallot Audio Enabled Sample Ballot and Voter Guide through the US Communities Government Contract, for a 12 month period in an amount not to exceed \$11,400; and authorize the Clerk-Recorder to sign, contingent upon the appropriate signatures being obtained and transmit a copy of the signed Contract to the Clerk of the Board for the Board's files.

HEALTH AND HUMAN SERVICES

13. **Behavioral Health Services** – Request approval of the Contract between the County of Inyo and University of the Pacific for the provision of Substance Abuse Counselor Certificate Program for the period of February 22, 2016 through August 7, 2016, in the amount of \$60,500; and authorize the Health and Human Services Director to sign and transmit a copy of the signed contract to the Clerk of the Board for the Board's files.

PUBLIC WORKS

14. Request approval of a resolution accepting the improvements for the Automated Weather Observing System (AWOS AV) Project at the Lone Pine/Death Valley Airport and authorize Public Works staff to record the Notice of Completion for the Project.
15. Request approval of Amendment No. 8 to the Contract between the County of Inyo and Quincy Engineering for engineering services, changing the scope of work to include additional monitoring and mitigation of the Sabrina Bridge Project and increasing the amount of the Contract by \$7,977 to a total amount not to exceed \$1,469,962; and authorize the Chairperson to sign.
16. Request Board approve the Plans and Specification for the Trona Wildrose Roadway Reconstruction and Rehabilitation Project and authorize the Public Works Director to advertise for bids for the project, contingent upon the State's authorization to proceed with construction.

SHERIFF'S DEPARTMENT

17. Request approval of a resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application."

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

18. **BOARD OF SUPERVISORS – Supervisor Kingsley** – Request approval of a letter to Senator Tom Berryhill expressing the Inyo County Board of Supervisors' support of legislation extending the provisions of AB 628 for the Adventure Trails Pilot Project through 2020 and expanding the provisions of the legislation to include similar projects in Mono and Sierra counties; and authorize the Chairperson to sign.
19. **PUBLIC WORKS** - Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for a Civil Engineer Series position comes from the General Fund, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where no internal candidates meet the qualifications for the position and external recruitment would be appropriate to best ensure a pool of the most qualified candidates; and C) authorize the hiring of either a Senior Civil Engineer at Range 85 (\$6,281 - \$7,636) or Associate Civil Engineer at Range 82 (\$5,840-\$7,070) depending upon qualifications.
20. **PUBLIC WORKS** – Request Board A) approve the Letter of Offer for a Highway Easement Deed on Whitney Portal Road and direct staff to submit the letter to the City of Los Angeles Department of Water and Power (DWP); and B) if the offer is accepted by DWP, authorize payment of \$10,897 to DWP for the Deed.
21. **COUNTY ADMINISTRATOR – Parks and Recreation** - Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for four Seasonal Part-Time Maintenance Helper positions comes from the General Fund, as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor-Controller; B) where, due seasonal nature of the positions, it is unlikely that the positions could be filled by internal candidates meeting the qualifications for the position, therefore an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of four Seasonal Park and Campground Maintenance Helpers at Range PT50 (\$14.75 - \$17.91), contingent upon the Board's adoption for future budgets.
22. **COUNTY ADMINISTRATOR – Information Services** – Request Board A) conduct a workshop to receive an Information Services Report on responsibilities and active and pending projects; and B) set priorities for the Division for the projects discussed.

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

CORRESPONDENCE – ACTION (To be considered at the Board's convenience)

23. **INYO COUNTY BOARD OF EDUCATION** – Request Board consolidate the Board of Education Election for Trustees with the June 7, 2016, Presidential Primary Election.

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

24. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 1
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Rick Benson, Assistant County Administrator

FOR THE BOARD MEETING OF: February 9, 2016

SUBJECT: Resolution authorizing submittal of applications for CalRecycle payment programs

DEPARTMENTAL RECOMMENDATION:

Request your Board adopt a resolution authorizing submittal of applications for payment programs and related authorizations.

SUMMARY DISCUSSION:

CalRecycle has various payment programs to make payments to qualifying jurisdictions including Inyo County. Recently, CalRecycle established a procedure which requires jurisdictions receiving funds to authorize an individual to submit applications to CalRecycle and further requires that a position be designated to execute documents related to those payments.

The attached resolution authorizes Rick Benson to submit applications to CalRecycle and further authorizes the County Administrator or his designee to execute all documents necessary to implement and secure payment.

ALTERNATIVES:

We have been informed by CalRecycle that unless an authorizing resolution is adopted payments for the associated programs will not be made. Your Board may choose to forgo participating in CalRecycle payment programs.

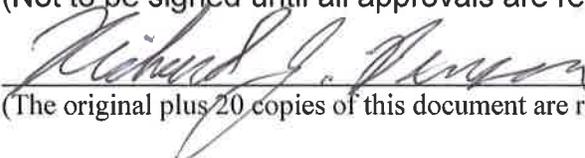
Your Board may also designate another individual or position to submit applications and execute documents.

FINANCING:

There are no costs associated with adopting this resolution.

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: <u>Yes</u> Date <u>1/29/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) N/A 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:
(Not to be signed until all approvals are received)



(The original plus 20 copies of this document are required) Date: 1/29/16

RESOLUTION NO.

RESOLUTION OF THE BOARD OF SUPERVISORS COUNTY OF INYO, STATE OF CALIFORNIA AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that Richard J. Benson is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED AND ORDERED that the County Administrator, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED AND ORDERED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

PASSED AND ADOPTED THIS 9th day of February, 2016 by the following vote of the Board of Supervisors:

AYES
NOTES
ABSTAIN
ABSENT

Chairperson, Board of Supervisors

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

By: _____
Patricia Gunsolley Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
8

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: February 9, 2016

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Bishop Museum and Historical Society – Laws Museum and the Southern Inyo Community Foundation -- Lone Pine Museum of Western Film History for successfully completing 2015-16 CPSP projects.

DEPARTMENTAL RECOMMENDATION: Request your Board approve a final payment to the Bishop Museum and Historical Society for \$1,100 for the 2015 Laws Good Old Days Celebration; a final payment of \$3,000 to the Southern Inyo Community Foundation -- Lone Pine Museum of Western Film History, for the 2015 Lone Pine Film Festival, and \$500 for the Alabama Hills Location Map and Brochure. Community Project Sponsorship Grant projects are funded from the 2015-16 Advertising County Resources Budget, 011400.

SUMMARY DISCUSSION: The Bishop Museum and Historical Society -- Laws Museum was awarded a FY 2015-16 County of Inyo Community Project Sponsorship Grant in the amount of \$2,200 in August of 2015 to help sponsor the 2016 Good Ole Days Celebration. The free community event was held on Sept. 12, 2015, and organizers said it was "a great success" with noticeably increased visitation, due primarily to increased advertising, thanks to the CPSP grant. The event included live music, more than a dozen demonstrations of Pioneer Trades kids' events and games, train rides, and the famous pie auction. Locals and visitors enjoyed the new exhibits and a day of family fun. After contracts were finalized, half the grant funds (\$1,100) were disbursed to the Historical Society. The Society has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,100 and also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Southern Inyo Community Foundation -- Lone Pine Museum of Western Film History was awarded a FY 2015-16 County of Inyo Community Project Sponsorship Grant in the amount of \$6,000 in August of 2015 to help sponsor the 2015 Lone Pine Film Festival, held from Oct 9-12, 2015. The grant allowed the Festival to rent buses to ferry festival-goers on Movie Tours of the Alabama Hills. Using buses for the traditional tours allowed docents to deliver more information during each tour, and limited the impact of the tours on the Alabama Hills. After contracts were finalized, half the grant funds (\$3,000) were disbursed. The Foundation has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,000 and also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Southern Inyo Community Foundation -- Lone Pine Museum of Western Film History was awarded a FY 2015-16 County of Inyo Community Project Sponsorship Grant in the amount of \$1,000 in August of 2015 to help create the Alabama Hills Location Maps and Brochures. The series of four brochures provide information and a map to Lone Ranger Canyon, Whitney Portal, the Mobius Arch, and the Iron Man and Jerico Bomb movie locations. After contracts were finalized, half the grant funds (\$500) were disbursed. The Foundation has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$500.

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 2015-16 Advertising County Resources Budget (011400), Professional Services (5265).

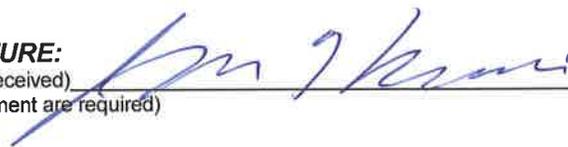
APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) 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: <u>yes</u> Date <u>1/27/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) 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: 1-27-16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
9

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: Feb. 9, 2016

SUBJECT: Request to authorize payment for Inyo County advertisement in the 2016 edition of the California Visitors Guide and Travel Planner.

DEPARTMENTAL RECOMMENDATION: Request your Board approve a payment from the 2015-16 Advertising County Resources Budget, 011400, to California Travel Media for a total of \$11,923.80 for an Inyo County one-third page advertisement in the 2016 California Visitors Guide.

SUMMARY DISCUSSION: Advertising in the California Visitors Guide and Travel Planner has proven to be a sound marketing and public relations investment and has become a primary component of the County's overall marketing strategy. The Guide has a circulation of more than 500,000 copies, and is the primary fulfillment piece mailed or otherwise distributed to potential visitors to California from the United States and the rest of the world. The Visitor Guide is also available online at the California Travel and Tourism Commission web site, www.visitcalifornia.com which sees approximately 1 million visitors a year.

The California Travel and Tourism Commission sustains a yearly, \$50 million national and international advertising campaign to promote California Tourism, and has satellite offices in Europe, Mexico and other locations.

The County and the three active chambers of commerce in the county (Bishop, Lone Pine and Death Valley) receive a free listing in the guide, which contains the address, website, e-mail, phone number, etc. for those seeking more information.

As an advertiser in the California Visitors Guide, Inyo County and its chamber partners also have the opportunity to generate publicity through the CTTC web page, press releases, and story leads for travel writers. On average, about three "story leads" per month are sent out from CTTC asking for information for a potential story about travelling in California. The stories run the gamut from hikes with dogs to wine tasting tours to hotel and motel discounts for special events or holidays. These leads are also sent to local chambers to disperse to their members and other local businesses or attractions.

More importantly, CTTC seeks out information for quarterly press releases and web page updates about each region, which allows Inyo County to highlight its many attractions. Information about attractions (from museums to rock climbing to fishing) and events (Mule Days, Fourth of July, and LP Film Festival) can also be uploaded onto the CTTC webpage, which is an ongoing process.

The cost for ads in the Visitor's Guide remains reasonable, and is actually less in 2016 than the amount charged in 2007 for a comparable ad.

In 2016, the "open rate" for Inyo County's one-third page ad (attached) in the High Sierra Section of the guide is \$16,700, but after a variety of discounts, the final cost is \$11,923.80.

ALTERNATIVES: The Board could deny the request.

OTHER AGENCY INVOLVEMENT: County Administrative Officer and Auditor/Controller.

FINANCING: The 2015-16 Advertising County Resources Budget (011400) is financed from the General Fund. Payment for these ads will be taken from the ACR Advertising Budget (5263), which has a board-approved allocation in 2015-16 of \$35,000.

APPROVALS

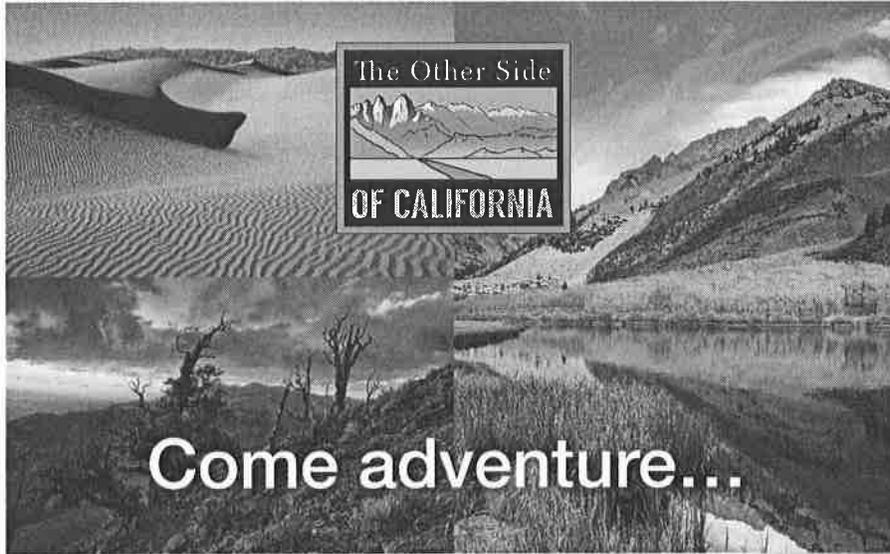
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>1/27/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date 1-27-16



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In our backyard.

Welcome to the Other Side of California

Where today's adventurers find their edge. Death Valley and the Eastern Sierra encompass more dramatic mountain and desert scenery than any region in North America. Timeless towns offer endless backcountry, camping, hiking, mountaineering, fishing, backpacking, skiing and off-roading.

www.theothersideofcalifornia.com

DEATH VALLEY, MT. WHITNEY AND THE EASTERN SIERRA



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 10

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

FROM: Jon Klusmire, Eastern California Museum

FOR THE BOARD MEETING OF: Feb. 9, 2016

SUBJECT: Request approval to change three CPSP Grant Awards to the Bishop Chamber of Commerce and Visitor Center.

DEPARTMENTAL RECOMMENDATION: Consider a request by the Bishop Chamber of Commerce and Visitor Center changing 2015-16 Community Project Sponsorship Program grant allocations to the Chamber reallocating \$2,000 in funding for the reprint of the Inyo County Treasure Map and \$2,000 in funding for the Inyo County Night Sky Brochure to the existing \$4,000 grant award for the 2016 Blake Jones Trout Derby, bringing that grant award total to \$8,000. The CPSP program is funded in the Advertising County Resources Budget.

SUMMARY DISCUSSION: On January 19, 2016, your Board, acting on the recommendation of the CPSP Grant Review Panel, approved funding levels for 15 Community Project Sponsorship Grants. Upon reviewing its approved grants and their funding levels, the Bishop Chamber of Commerce and Visitor's Bureau requested the changes to its grant allocations that are before you today. This is the first time any grant recipient has asked the Board of Supervisors for a change in the grant funding recommended by the Grant Review Panel and approved by the Board.

Tawni Thompson, Executive Director of the BCCVB, offered this explanation: "My Board has asked me ... if it would be possible to re-direct the \$2,000 awarded for Treasure Map and \$2,000 awarded for Night Sky Brochure back to the Blake Jones Trout Derby. Unfortunately, it will not be possible to reprint the Treasure Map or create and print the new Night Sky Brochure with the reduced budgets. And, more importantly, the 49th Annual Blake Jones Derby is coming very soon – March 12th. That project is a very high priority for us and one of the highest cost events of the year – fish stocking alone will be about \$10,000. It's also a project that has very direct benefit to Inyo as the Pleasant Valley Campground always gets quite a boost in occupancy that weekend."

The BCCVB Grant Application for the Blake Jones Trout Derby stated that the event would be held if the Chamber did not receive any CPSP Funding. The grant request was for \$10,000 (the maximum allowed), and the application further stated the event would also be held if it received only partial grant funding. The event's estimated budget is \$31,043.

The BCCVB Grant Application for the Reprint of the Eastern Sierra Treasure Map states that the project would proceed if it received only partial grant funding. The grant request was for \$10,000 (the maximum allowed), which is also the total estimated budget for the project.

The application for the Eastern Sierra Night Sky Locations Brochure stated the project would not proceed unless it received the full grant funding request of \$5,073, the total estimated budget for the entire project.

The CPSP Grant Review Panel reviewed and evaluated the 18 grants submitted in this round. It recommended 15 for approval and recommended the funding totals for those 15 based on an overview of all 15 grants and the limited funding available. All 15 grants recommended for funding were awarded sums less than their grant request. No single grant received more than \$6,000 in funding.

ALTERNATIVES: The Board could deny the request, which would not alter the Board's 1-19-16 approval of the funding levels for these three, CPSP grants. If the BCCVB then declines the funds the money becomes available for other uses within the County.

OTHER AGENCY INVOLVEMENT: County Administrative Officer, County Counsel, County Auditor-Controller.

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in FY 2015-2016, 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: N/A	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)

Richard J. Benca

Date: 2/1/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

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

FROM: AUDITOR-CONTROLLER/INFORMATION SERVICES

FOR THE BOARD MEETING OF:

SUBJECT: Amend Sungard Public Sector Contract

DEPARTMENTAL RECOMMENDATION:

A) Request your Board approve Add-On Quote #00013378 as an amendment to the contract between the County of Inyo and SunGard Public Sector (formally known as SunGard-BiTech) to increase the contract amount by \$28,140.00 and B) Authorize the Auditor-Controller to sign the Add-On Quote #00013378.

SUMMARY DISCUSSION:

The County currently uses SunGard Public Sector integrated financial system (IFAS) for its Accounting, Purchasing, Personnel, and Payroll functions to track and manage county data. Periodically, software vendors require a major upgrade to keep the software relevant and maintain supportability. The County's last major upgrade kicked-off in December of 2006 with a contract totaling \$478,500. SunGard put out a new version of IFAS called ONESolution approximately five years ago and began encouraging its client to migrate to the new version. My office in conjunction with Information Services opted to delay the upgrade for several years due to some staffing changes and other projects that required immediate attention. Recent conversations with SunGard have indicated that by the end of 2016 there will be limited support to the County's current version of IFAS. Considering this information among other changes to project deadlines, both the Auditor and the Information Services Director believe that now is the appropriate time to upgrade to the new version of IFAS (ONESolution). At this time we estimate the upgrade will cost \$300,000, which is currently budgeted in the IFAS UPGRADE budget and funded from the Computer Fund.

To ensure the County maximizes its resources, the project team recommends that the County contract with SunGard to perform a preliminary business process review (BPR) for the Financial, Personnel, and Payroll divisions. The business process review will provide an in-depth review of the County's current business practices and processes and make recommendations for process change, as well as recommendations on how to best use the software. Not only will this process review provide the County with recommendations from the vendor, but it will also give the County project team the ability to prioritize different ONESolution modules based on need and avoid licensing of unnecessary software modules. The project team strongly believes investing in the BPR will result in positive outcome for the overall success of the County's financial system.

ALTERNATIVES:

Your Board could choose not to approve this amendment to the contract. The project team does not recommend the alternative believing the BPR is fundamental to improving the efficiency and effectiveness of the County's enterprise financial system.

FINANCING:

The funding for this amendment is budgeted in the IFAS UPGRADE budget 011806 object code Professional & Special Services 5265.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓ 2/3/16</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)


Sr Amy Shepherd

Date: 2/2/2016



Quote Prepared By:

Jim Nelson
1000 Business Center Dr
Lake Mary, FL 32746
Phone: (407) 304-3866 Fax:
Email: james.nelson@sungardps.com

Quote Prepared For:

Amy Shepherd
Inyo County
Independence, CA 93526
(760) 878-0343

Quote: Q-00013378 Date: 01/11/2016 Valid Until: 02/29/2016

Professional Services

Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Development	Total Services
BPR-OS-FIN-HR	ONESolution Finance & Human Resources BPR	640.00	\$0.00	\$0.00	\$0.00	22,500.00	-	23,140.00
Totals:		\$640.00	\$0.00	\$0.00	\$0.00	\$22,500.00	\$0.00	\$23,140.00
Quote Total:								\$23,140.00

Comments:

Business Process Review for ONESolution Financials, Human Resources and Payroll.

BPR Scope Description:

Business Process Review is an in-depth review of current organization business practices and processes. SunGard Public Sector will make best practice recommendations for process change and design to the organization based on use of SunGard Public Sector software.
Note: It is our recommendation that a BPR be conducted prior to this engagement for a full scope and analysis for a successful migration to ONESolution.

Customer Deliverables/Actions:

- Provide Current "As Is" Processes
 - Attend Interview Sessions per Schedule
 - Review BPR Recommendations
 - Signoff on Completed BPR
- Determine Which Recommendations to be Implemented During Project

FIS Public Sector (SunGard) Customer Deliverables/Actions:

- Onsite BPR Interview Sessions
- BPR Findings Document with Recommendations

100 Hours of Consulting Services at \$225/Hr. Only hours utilized will be invoiced.

Travel and Living expenses are not included and will be invoiced as incurred. Please see attached Travel policy. Note: When/if applicable, SunGard will invoice 2016 IRS Mileage rates of \$.54/mi.

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Printed conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Inyo County

Authorized Signature: _____

Date: _____

Printed Name: _____

Confidential

Public Sector

EXHIBIT 2

SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

SunGard Public Sector will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the SunGard Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – SunGard Public Sector will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, SunGard Public Sector shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING – Reasonable lodging accommodations are reimbursable, up to \$125 per night. If, depending on the city, reasonable accommodations cannot be secured for \$125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more SunGard Public Sector employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. SunGard Public Sector shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard Public Sector auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – SunGard Public Sector staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable for hotel stays longer than four days while at the client site. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS

\$52.00 per day Standard Per Diem

\$10.40 – Breakfast

\$13.00 – Lunch

\$28.60 – Dinner



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk=s Use Only:

AGENDA NUMBER

12

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

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

FOR THE BOARD MEETING OF: February 9, 2016

SUBJECT: Approval to enter into a Contract with DemocracyLive to purchase LiveBallot Audio-Enabled Sample Ballot and Voter Guide to comply with California's new accessibility law AB 683

DEPARTMENTAL RECOMMENDATION:

- A) Find that consistent with Inyo County Purchasing policy section III, B-5, items may be purchased under US Communities government contract #4400005870
- B) Authorize the Inyo County Clerk-Recorder & Registrar of Voters to enter into a contract, not to exceed \$11,400 with DemocracyLive for LiveBallot Audio-Enabled Sample Ballot and Voter Guide, for a period of twelve months and authorize the Clerk-Recorder to sign contingent upon the appropriate signatures being obtained.

SUMMARY DISCUSSION:

In 2015, the California Legislature passed AB 683, which requires information made available over the Internet to meet or exceed the most current, ratified standards under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794d), as amended, and the Web Content Accessibility Guidelines 2.0 adopted by the World Wide Web Consortium for accessibility.

The Inyo County Elections website meets accessibility standards; however the Sample Ballots on the website are typically made available as PDF and/or hosted by SCRIBD. Neither of these formats is considered accessible under Section 508 of the federal Rehabilitation Act of 1973.

In anticipation of AB 683 becoming law, the Inyo County Elections Department applied for and was awarded a Help America Vote Act (HAVA) grant Agreement #14G26113 in the amount of \$18,000 to fund an accessible Audio-Enabled Sample Ballot. As per Resolution 2006-33, the Inyo County Elections Official has been delegated the authority to negotiate, execute and submit all required documentation to apply for Grant Funding offered by the Help America Vote Act (HAVA). One of the allowed reimbursable uses under section d(7) of HAVA Agreement #14G26113 is development of accessibility materials for the county website.

Although the initial grant was for \$18,000, a portion of the grant in the amount of \$6,745.85 expired as of July 31, 2015 leaving a balance of \$11,254.15.

In order to comply with the requirements of AB 683, I am requesting the Board of Supervisors authorize payment of \$11,400 to DemocracyLive, of which \$11,254.15 will be reimbursable through a HAVA grant for the 2016 election cycle. The remainder portion of \$145.85 will be payable through the Elections Budget 011000.

ALTERNATIVES:

- The Board could deny the request, which would result in either not being able to comply with the provisions of AB 683, or using General Fund monies to comply.
- The Board could deny the request and require the Clerk-Recorder & Registrar of Voters to issue an RFP.

OTHER AGENCY INVOLVEMENT: Auditor

FINANCING:

Funds to reimburse \$11,254.15 will be forwarded from the Secretary of State under the provisions of HAVA Grant Agreement #14G26113 and have been budgeted for in the 2015/16 Fiscal Year Budget (011000-4498 & 011000-5265) and there is sufficient fund in the Elections Budget (011000-5316) to cover the remaining \$145.85.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> <p style="text-align: right;">Approved: <u>Yes</u> Date: <u>1/29/16</u></p>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  <p style="text-align: right;">Approved: <u>yes</u> Date: <u>1/29/16</u></p>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> <p style="text-align: right;">Approved: _____ Date: _____</p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 1/29/16

**INYO COUNTY REGISTRAR OF VOTERS
STATEMENT OF WORK**

LiveBallot Audio-Enabled Sample Ballot and Voter Guide



Project Name & ID: Registrar of Voters Accessible Sample Ballot and Voter Guide

January 6, 2016

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A. CONTRACTED SYSTEMS OVERVIEW

The Registrar of Voters is engaging Democracy Live, to provide the County with an ADA-compliant, accessible, audio-enabled sample ballot, and voter guide available to all County voters.

Languages/Accessibility to be supported by LiveBallot:

English (required)

Spanish (required)

Additional Languages (please provide: _____)

Audio-enabled (required)

ADA compliant (required)

B. SERVICES AND PRICES/COSTS

Democracy Live shall provide ADA-compliant, accessible Sample Ballot (scope and features listed below) and include a right-to-use subscription license for the following specified price:

\$ 9,500 (One Time)

\$ 1,900 (Annual)

System Features

The work shall be performed in accordance with all sections of Statement of Work (SOW).

- System shall be Web-hosted in secure Microsoft Government Cloud
- System shall be Web-available, ADA compliant and accessible to voters with disabilities
- System shall display and make available a voter-specific, accessible interactive sample ballot and voter guide

Features of the Accessible Sample Ballot for HAVA Section 261 funding application:

- Complies with new CA accessibility law AB 683 and all current federal accessibility requirements
- Complete sample ballot and voter guide, specific to each voter
- Compatible with all accessibility tools (screen readers, sip and puffs, tactile paddles, etc.)
- Mobile app allows voters to access Sample Ballot and receive "ballot alerts" from any web-enabled device

LiveBallot Voter Engagement Tools:

- Democracy Live proposes a pilot to make Inyo County, CA the first in California to use the LiveBallot mobile ballot application, to include “ballot alerts” to eligible Inyo County voters.
- The LiveBallot mobile ballot application has the potential to improve direct communication with voters and provide useful information in the form of Voter Service Announcements.
- The LiveBallot mobile ballot application provides a complete, interactive sample ballot in a responsive mobile format for voter convenience.

C. CURRENT ENVIRONMENT

The Customer currently uses the following:

EMS/Voting system(s) system: Voting System Ballot PDFs/VoteCAL

VR System: Voter Registration/VoteCAL

D. SCOPE

- Democracy Live will deliver to the County the software package known as Live Ballot, v. 3.2, to include the modules identified in Part A. Democracy Live will host the system in the Microsoft Azure Government Cloud.
- The County, as a self-administered account, will be responsible for election configurations with support and training from Democracy Live during the contract period.
- Democracy Live will provide assistance with the initial Account set-up and will provide comprehensive administrative and configuration support during the first election to be administered using the LiveBallot system.
- Democracy Live will delivery LiveBallot Mobile Ballot Application on pilot basis to the County, including post-election statistical information to track the efficacy of the pilot project.

E. SUPPORT

Democracy Live shall make available an issue-reporting process that includes call-center support and issue-tracking capabilities. Reported issues will be triaged for effective management and appropriate response based upon the severity of the reported issue.

Event	Outside defined election period	During defined election period
Toll free Help Desk with capacity to accept all incoming calls	maximum wait time of 15 minutes	maximum wait time of 10 minutes

Expert Response: (Includes assignment of severity, priority, and required resource for tickets not immediately resolved)	within 8 hours of initial call	within 4 hours of initial call
Resolution Plan: Notify user of intended action or plans to resolve issue	within 8 hours of initial call	within 4 hours of initial call
Notification of Resolution: Successful resolution of reported issue (targeted response)	7 Business Days from Contractor notification	1 Business Day from Contractor notification

F. DELIVERABLES, MILESTONES AND TIMELINES

Contractor Tasks/Deliverables

1. Agreement Terms (submitted with this Statement of Work)
2. LiveBallot Sample Ballot, customized website with accessible features
3. LiveBallot Administration access and controls
4. On-site for self-administered accounts (*written training materials included*).
5. Web training for managed accounts. Democracy Live will deliver Web-based orientation and training services to designated County personnel on the administration and use of LiveBallot.
6. Initial site configuration
 - a. Theme Development
 - b. User set-up
 - c. Customization of editable text fields
 - d. Assist with initial account settings
 - e. Integration of customer-translated text
 - i. Contractor will supply list of all text items to be translated
 - ii. Pre-existing translations may be available for certain languages for customer review and acceptance
 - f. Initial account settings
 - g. Account user set-up and initial password distribution
7. Election Configuration (Managed accounts/First-time self-administered accounts)
8. E-mail Center Support (Managed accounts)
 - a. *Note: Any email communication that constitutes a legally-mandated communication with a voter must be initiated by the Customer.*
9. Contractor Election QA testing (managed accounts)
10. Delivery of configured election and Customer QA components (Managed accounts)
11. Election Activation (Managed accounts)
12. Tiered Technical Support: 24/7 – 365 Days
13. Post-election reporting (Managed accounts)

County Tasks/Deliverables

1. Completed contract with all appropriate sign-offs
2. Theme elements
 - a. Banner
 - b. Contact data for site
 - c. Translations
 - d. Page edits
 - e. Account User information
3. System elements
 - a. Ballot PDFs
 - b. Precinct/split data
 - c. VR files (Initial and updates, as needed)
 - d. Ballot mapping files
 - e. Ballot return package elements

Timetable

Event Name	Event Date and Time
Invoice Date	12/31/2015
Due Date for Completed Edits/Translations/Theme Materials	30 days after agreement
Due Date for Initial Live Ballot Features (defined above)	45 days after agreement
Due Date for Supplementary Live Ballot Features (defined above)	50 days after agreement
Due Date for On-Site Administrative Training, if any	TBD – based on County availability
Due Date for Precinct/Mapping Data (managed accounts)	E-50
Due Date for Ballot PDFs (managed accounts)	E-50
Due date for completion of Customer QA (managed accounts)	E-40
Due Date for Election Activation (Sample Ballot)	E-30

G. TERMS

1. The County Registrar of Voters will have access to LiveBallot Accessible Sample Ballot and Voter Guide upon receipt of the paid invoice and will continue through December 31, 2016. Thereafter, the License granted hereunder shall automatically renew unless either party gives written notice at least thirty days (30) prior the end of the current one year period, or unless and until terminated.
2. The original and any copies of the Licensed Programs, made by Licensee, including translations, compilations, partial copies, and modifications and updates are the property of Democracy Live, Inc.

Democracy Live

Name: Bryan Finney

Title: CEO

Signature: 

Jurisdiction: Inyo County, CA

Name

Title

Signature: _____

Date: 1/6/2016

By authorizing this request and Statement of Work, Democracy Live commits to delivering a Software License Agreement for LiveBallot Accessible Sample Ballot and Voter Guide for review in addition to an initial invoice for services.



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

JUL 17 2015

LiveBallot, Inc.
DBA – Democracy Live
2900 NE Blakeley, Suite B
Seattle, WA 98116

Attention: Bryan Finney; President

Reference: RFP 2000001342, Innovative Solutions, Applications, Products and Services

Dear Mr. Finney:

Acceptance Agreement

Contract Number: 4400005870

This Acceptance Agreement signifies a contract for Web Based Ballot & Tablet Voting Solution. The period of the contract shall be Three (3) years from Date of Award, with two (2) three-year renewal options or any combination of time equally not to exceed six additional years.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiation.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions, Section 17, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Kristy D. Varda, at 703-324-3217 or via e-mail at kristy.varda@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS RFP2000001342

The County of Fairfax (hereinafter called the County) and LiveBallot, Inc. dba Democracy Live. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400005870 for a Web Based Ballot and Tablet Voting Solution. The final Contract contains the following documents:

- a. County's Request for Proposal RFP2000001342 and all Addenda;
- b. The Contractor's Technical Proposal dated November 28, 2014;
- c. The Contractor's Revised Cost as attached;
- d. The Contractor's Response to Clarifications Questions 1 -14 dated January 21, 2015;
- e. The Contractor's Response to Pricing Structure Questions dated January 22, 2015;
- f. The Contractor's Response to Clarification Questions dated February 17, 2015;
- g. The attached LiveBallot Software License Agreement;
- h. This Memorandum of Negotiation and any Attachments;
- i. County purchase order;
- j. Any amendments subsequently issued.

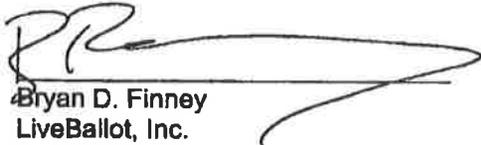
In addition, the County and the Contractor agreed to the following:

1. The following responses from negotiations held February 19, 2015 are included in the final Contract:
 - a. Justify price increases: Democracy Live will not increase the price on the current version of software being proposed in this contract. Significant version or product upgrades that substantially change the offering by adding more modules and functionality will be offered as an add-on and with attendant price increases.
 - b. Hardware availability: It is Democracy Live's expectation that most jurisdictions will use their current hardware supply chain for their tablet devices, be it HP, Dell, Lenovo, Surface (Microsoft), etc. This contract does not offer hardware at this time. However, if that is a contingency in the future, or if Participating Public Agencies are requesting hardware,

Democracy Live is committed to adding hardware as part of this contract.

2. The Contractor has secured agreement from Microsoft to support this Contract. At the time of the execution of the Contract, the Contractor has not secured any other suppliers commitment to support the awarded Contract. However should any supplier commitment come after the award of the Contract, the County will consider adding the supplier.
3. For non-contractual matters a Point of Contact (POC) for this contract will be established by each department or jurisdiction as needed.

ACCEPTED BY:


Bryan D. Finney
LiveBallot, Inc.

6-28-15
Date


Cathy A. Muse, CPPO
Director/County Purchasing Agent

7/17/15
Date

DEMOCRACY LIVE, INC.
LiveBallot Software License Agreement

This Software License Agreement ("Master **Agreement**") is made and entered into between Democracy Live, Inc., a Washington corporation with offices at 2900 NE Blakely, Seattle, WA 98105 ("**Democracy Live**") and Fairfax County, Virginia, with offices at Fairfax, Virginia ("**County**"), each a "**Party**" and collectively, the "**Parties.**" This Master Agreement is subject to County's Contract number 4400005870 which is incorporated herein by reference.

1. Subscription, Delivery and License

1.1. Subscription. Subject to the terms of this Master Agreement, Democracy Live will provide to County a hosted, Web-based ballot delivery system ("**LiveBallot**") as set forth in this Agreement, the Contract, Number 4400005870. All terms of the Contract 4400005870 and this Master Agreement will survive upon expiration of this Master Agreement in the fulfillment of orders placed previously against Contract number 4400005870.

1.2. Delivery. After both parties execute this Master Agreement and after receipt of an approved Purchase Order, Democracy Live will deploy LiveBallot, the Documentation and all access information (which includes a user name and password) to allow County to access LiveBallot.

1.3. License. Subject to the terms of this Master Agreement, Democracy Live hereby grants County a limited, non-exclusive, non-transferable, non-sub-licensable license during the effective term of this Master Agreement to use LiveBallot and Documentation (including current and future versions that Democracy Live may provide to County) for the following "**Permitted Uses**," each solely as necessary for the County to administrate public elections within its jurisdiction:

- (a) integrate LiveBallot, in accordance with the Documentation, into Web sites owned or operated by County;
- (b) access the portion of LiveBallot to which Democracy Live gives County access under this Master Agreement and customize it using County Materials;
- (c) Internally use the Documentation to support the use of LiveBallot by County and provide education in the use and operation of LiveBallot;
- (d) adapt LiveBallot and incorporate relevant parts of the Documentation into County's voting and election education materials during the effective term of this Master Agreement;
- (e) enable County's Web site visitors to access LiveBallot.

1.4. Access Information.

(a) *County Access Information*. County will use all reasonable means to protect the confidentiality of the access information, including any user name and password, that Democracy Live gives County to access LiveBallot. However, the parties agree that the County is subject to the requirements of the Virginia Freedom of Information Act.

1.5. LiveBallot Modifications. Democracy Live reserves the right to modify LiveBallot at any time, including but not limited to adding or removing features and content. Notwithstanding the foregoing, in the event Democracy Live modifies or discontinues any content or feature of LiveBallot which results in reduction of functionality or degradation in content, Democracy Live shall provide comparable functionality and/or content.

2. LiveBallot Annual Subscription - Support and Maintenance

2.1. General. For as long as County has paid all applicable fees and is in compliance with all

Democracy Live LiveBallot Subscription Agreement

the terms of this Master Agreement, including as set forth in the Attachments, and as long as this Master Agreement is in effect, Democracy Live will permit the County to access LiveBallot through County's Web site using LiveBallot Link, and provide Support and Maintenance according to Attachment C. Notwithstanding anything to the contrary in this Master Agreement, Democracy Live will not provide Support and Maintenance for:

- (a) any products other than LiveBallot provided by Democracy Live under this Master Agreement;
- (b) any modifications to LiveBallot not made by Democracy Live or a third party authorized in writing by Democracy Live to make modifications; or
- (c) any use of LiveBallot that is not in accordance with this Master Agreement, the Documentation or other written instructions provided by Democracy Live.

2.2. Maintenance Releases. Democracy Live may provide Maintenance Releases (defined in Attachment C) to County from time to time at its sole discretion. County understands and acknowledges that the

Maintenance Releases may be required for the proper functioning of LiveBallot. Maintenance Releases do not include Upgrades (defined in Attachment C). Upgrades may be provided to County at additional charge upon the Parties' mutual written Master Agreement. All Maintenance Releases and Upgrades will be part of LiveBallot and subject to all terms of this Master Agreement.

3. Indemnification

3.1. General. Democracy Live will defend, indemnify, and hold harmless the County as set forth in paragraph 63 of the General Conditions and Instructions to Bidders (Appendix A to RFP2000001342).

3.2. Conditions of Indemnification. The indemnification obligations under this Section 4 are conditioned on County's compliance with the following: (a) County will provide to Democracy Live prompt written notice of any claim after County's receipt of notice of the claim or initial awareness thereof and (b) County will cooperate in every reasonable way to facilitate the defense and settlement of any such claim(s).

3.3. Remedy. In the event an injunction or order shall be obtained against County's use of LiveBallot or any Documentation by reason of an allegation of infringement of a third party's intellectual property rights, Democracy Live may, at its sole option, (a) procure for County the right to continue access to LiveBallot; (b) replace LiveBallot; (c) modify LiveBallot to make it non-infringing; or (d) if Democracy Live, after using commercially reasonable good faith efforts, is unable to accomplish the foregoing remedies, terminate this Master Agreement and refund (i) a pro-rated

portion of any one-time license fees paid by County for LiveBallot depreciated based on a (five) 5 year period less the amount of time that has passed between the Effective Date and the date of termination, and (ii) a pro-rated portion of the then current Annual Subscription Fee (if any) pre-paid for the Maintenance and Support based on the remainder of the then current term for which those fees were paid.

3.4. Limitation. The indemnity provided herein will not apply to the extent the Intellectual Property Infringement arises from: (a) the use of other than the then currently supported, unaltered release of LiveBallot or in a manner not described in the Documentation; (b) any modification or alteration of LiveBallot by anyone other than Democracy Live or a third party authorized in writing by Democracy Live to make the modifications or alterations; or (c) the use or combination of LiveBallot with any software if infringement (including, without limitation, contributory infringement) would have been avoided by use without such software. This Section 4 states Democracy Live's sole and exclusive liability, and County's sole and exclusive remedy, for patent, copyright, or other actual or alleged infringement or misappropriation of any trademark, trade secret or any other proprietary rights by LiveBallot, and Democracy Live.

4. Term; Termination.

4.1. Term. The term of the Master Agreement shall be as set forth in

Democracy Live LiveBallot Subscription Agreement

Special Provisions paragraph 3 of RFP2000001342. The term for any Annual Subscription via this Master Agreement, including Support and Maintenance, will be one year, commencing on the Effective Date listed on Purchase Orders received from using Agencies. Automatic renewals are not allowed and any agreed upon renewals shall not exceed the term of the Master Agreement. All renewals are subject to appropriations. Democracy Live may suspend or terminate the Annual Subscription if the using Agency does not pay the Annual Subscription Fee when due. The Annual Subscription, including Support and Maintenance, will terminate if the Master Agreement expires or is terminated.

4.2. Termination by County. The County's rights with respect to termination are as set forth in paragraphs 31, 32 and 33 of the General Conditions and Instructions to Bidders (Appendix A to RFP2000001342).

4.3. Termination for Breach by County. If either County defaults in the performance of, or fails to perform, any of the material obligations of this Master Agreement, and the default or failure is not remedied within thirty (30) days (or ten (10) days in the case of any payment obligations under Section 2) after receipt of written notice from Democracy Live, then Democracy Live will have the right (i) to terminate this Master Agreement by giving written notice to the County and (ii) to avail itself of any and all other rights and remedies to which it may be entitled by law or equity.

4.4. Effect of Termination. Upon termination of this Master Agreement for any reason, the following will occur:

- (a) All license rights under this Master Agreement will automatically terminate;
- (b) County will cease all use of LiveBallot and Documentation; and
- (c) County will, at the election of Democracy Live, either return to Democracy Live or irretrievably destroy (and certify the destruction to Democracy Live) all Democracy Live Confidential Documentation and all other materials and data provided by Democracy Live to County under this Master Agreement.
- (d) Upon termination of this Master Agreement for any reason other than County's default, in addition to any remedies available to County at law or in equity, Democracy Live will refund to County a pro rated portion of any one-time license fees paid by County for LiveBallot and a pro rated portion of the then current Annual Subscription Fee (if any) pre-paid on the remainder of the then current term for which those fees were paid.

4.5. Survival. In addition to any payment obligations under this Master Agreement, the following sections will survive in accordance with their terms upon the termination of this Master Agreement: 4, 5.5, 6, and 10.

5. Confidentiality

5.1. Definition. County data and information provided to Democracy Live under this Master Agreement shall be treated as confidential information and shall only be used by Democracy Live for performance under this Master Agreement. Democracy Live acknowledges that County is subject to the Virginia Freedom of Information Act ("VFOIA") and the records disclosure requirements of the Virginia Public Procurement Act (Va. Code Ann. § 2.2-4242) and that certain records of County are open to inspection unless an applicable exemption exists. Democracy Live acknowledges that this Master Agreement and any information that Democracy Live submits to the County shall be subject to VFOIA and VA. Code Ann. § 2.2-4342 and, therefore, any information that Democracy Live submits to the County may be excluded from the mandatory disclosure provisions as confidential information only if Democracy Live identifies and properly invokes an exclusion or other applicable protection in writing. Democracy Live acknowledges that in order to properly invoke the protections of Va. Code Ann. § 2.2-4342(f) (Virginia Public Procurement Act), relating to trade secret and proprietary

Democracy Live LiveBallot Subscription Agreement

information, it must satisfy the conditions of that statute prior to or at the time the information for which protection is sought is submitted to the County.

5.2. Restrictions. For the purposes of this Section 6, the Party disclosing confidential information will be called the "**Disclosing Party**" and the other the "**Receiving Party.**" Receiving Party agrees that all confidential information made available by a Disclosing Party to a Receiving Party under this Master Agreement will:

- (a) Be kept strictly confidential and not disclosed to any third party by the Receiving Party without the Disclosing Party's prior written consent;
- (b) Be treated by the Receiving Party in the same way and with the same degree of care (but with no less than reasonable care) as it treats proprietary or confidential information generated by itself;
- (c) Only be shared with the Receiving Party's employees, agents, and representatives (including accountants and attorneys) on a need to know basis and under a written agreement or legal obligations requiring them to keep confidential information secret consistent with the terms of this Master Agreement; and
- (d) Remain the property of the Disclosing Party. Neither Party will furnish to the other Party any confidential information which it does not have the right to furnish.
- (e) Disclosure Required by Law. Notwithstanding the restrictions in Section 6, the Receiving Party may disclose information that the Receiving Party is required to disclose to comply with applicable laws or governmental regulations, provided that the Receiving Party, to the extent it is allowed under applicable law, provides prior written notice of the disclosure to Disclosing Party and takes all reasonable actions to avoid and minimize the extent of the disclosure.

7.1 General

7.2

Independent Contractor. Nothing in this Master Agreement will be construed as creating any relationship between Democracy Live and County, other than that of independent contractor and customer or licensee and licensor. This Master Agreement is not intended to be nor will it be construed as a joint venture, association, partnership, franchise, or other form of business organization or agency relationship. Neither Party will have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of the other, except as expressly provided herein.

7.3 Export Controls. U.S. export control laws may apply to LiveBallot, and the Documentation. Democracy Live and County will comply with all U.S. export control laws.

7.4 Law and Venue. Governing law and venue for this Master Agreement are as set forth in paragraph 78 of the General Conditions and Instructions to Bidders (Appendix A to RFP2000001342).

7.5 Notices. Unless otherwise agreed by the Parties, all notices required under this Master Agreement will be in writing and deemed effective when received by (a) personal delivery, (b) internationally recognized courier, or (c) certified mail, return receipt requested, at the addresses written on Attachment D – Notice and Relationship Managers. Either Party may from time to time change the address to which notices to it are to be sent by giving notice, in the above-described manner, of the change to the other Party.

7.6 No Waiver. The failure of either Party to insist upon strict performance of any of the terms and conditions in this Master Agreement, or to exercise any rights or remedies, will

Democracy Live LiveBallot Subscription Agreement

not be construed as a waiver of its rights to assert any of these rights or remedies or to rely on any terms and conditions at any time thereafter. Any waiver must be in writing to be effective.

7.7 Severability. The invalidity in whole or in part of any term or condition of this Master Agreement will not affect the validity of other parts. If any term or condition is found to be unenforceable by a court of competent jurisdiction, then that provision will be stricken and the remainder of this Master Agreement will continue in full force and effect.

7.8 Assignment by County. County may not assign or otherwise transfer any of its rights or obligations under this Master Agreement without the prior written consent of Democracy Live, which may be withheld in Democracy Live's sole discretion.

7.9 Assignment by Democracy Live. Assignment of this Master Agreement by Democracy Live may only be made in accordance with paragraph 35 of the General Conditions and Instructions to Bidders (Appendix A to RFP2000001342)

7.10 Force Majeure. Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Master Agreement if the delay or failure arises by any reason beyond its reasonable control, including any act of god, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, or mechanical failures or delay in transportation or commercial communications; provided however, that lack of funds will not be deemed to be a reason beyond a Party's reasonable control for purposes of applicability of this section 7.11. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of this Master Agreement.

7.11 No Third Party Beneficiaries. This Master Agreement is solely for the benefit of the Parties hereto, and nothing in this Master Agreement will be deemed to create any third party beneficiary rights in any person or entity not a Party to this Master Agreement.

7.12 Counterparts. This Master Agreement may be executed in one or more counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Attachment A – LiveBallot - intentionally omitted

Attachment B – Fee Schedule - intentionally omitted

Attachment C –Support and Maintenance

This Attachment C is part of LiveBallot Subscription Master Agreement (“**Master Agreement**”) between Democracy Live and the County and it describes Democracy Live’s standard Support and Maintenance services.

1. Definitions:

- 1.1 “**Business hours**” or “**business day**” means the hours of 9 to 5 PST, Monday to Friday, excluding all U.S. holidays.
- 1.2 “**Error**” means a failure of LiveBallot to operate in all material respects in accordance with the written Documentation provided by Democracy Live, if the failure can be replicated by Democracy Live.
- 1.3 “**Maintenance Release**” means a change to LiveBallot that is released by Democracy Live in the form of a patch, bug fix, or a point release to the version of LiveBallot (typically designated by version numbers 0.x).
- 1.4 “**Support and Maintenance**” means the support and maintenance services described in this Attachment C.
- 1.5 “**Support Request**” means an Error report or a request for assistance that County submits to Democracy Live’s support contacts set forth below by telephone or email, in the form reasonably requested by Democracy Live from time to time.
- 1.6 “**Upgrades**” means new releases of LiveBallot that are not Maintenance Releases and that Democracy Live offers to its customers for an additional fee (i.e., not the Annual Subscription Fee).

2. Support and Maintenance Services:

- 2.1 After payment of the Annual Subscription Fee and during the term of the Annual Subscription, Democracy Live will perform the Support and Maintenance as specified in this Attachment C and under the terms of the Master Agreement (exclusions to Support and Maintenance are set forth in the Master Agreement).
- 2.2 County may contact the Democracy Live support contacts set forth in Section 5 for telephone and email support consisting of: (i) assistance related to questions on the operational use of LiveBallot and LiveBallot; (ii) assistance with identification and diagnosis of suspected or reported Errors; and (iii) workarounds for verified Errors. County will notify Democracy Live of all Errors by submitting a Support Request.

Democracy Live LiveBallot Subscription Agreement

- 2.3 Democracy Live will use commercially reasonable efforts to correct Errors that County reports using a Support Request, including through the use of workarounds and Maintenance Releases.
- 2.4 Upgrades are not included in the Support and Maintenance services.

3. County Responsibilities:

- 3.1 County must provide Democracy Live with reasonable access to all necessary personnel to answer questions regarding Errors and other reported problems.
- 3.2 County will document and promptly report all detected Errors to Democracy Live by submitting a Support Request with enough detail to permit Democracy Live to reproduce the Error. County will assist Democracy Live with recreating and diagnosing each Error.

4. Response Times:

- 4.1 Democracy Live will use the following severity levels to categorize Support Requests and provide Support and Maintenance to County. Democracy Live will determine the severity level and communicate it to County. Democracy Live will provide an initial response to County's Support Requests according to the response times below for the corresponding severity level. A technical resolution will be proposed within one business day for all events, except critical issues in which case a technical solution will be proposed within three business hours.

Severity Level 1 Critical Impact means a Support Request reporting an Error in which the County experiences a complete loss of service. Democracy Live will initially respond to County and commence work on a resolution within one business hour of County's submission of a Support Request and will continue working on resolution during business hours as long as meaningful progress can be made or the issue resolved.

Severity Level 2 Severe Impact means a Support Request reporting an Error in which the County experiences the loss of an important function, and there are no acceptable alternative solutions, although other operations can continue in a restricted fashion. Democracy Live will initially respond to County and commence work on a resolution within two business hours of County's submission of a Support Request and will continue during business hours as long as meaningful progress can be made or the issue resolved.

Severity Level 3 Some Business Impact means a Support Request reporting an Error in which an important feature is not available, although an acceptable workaround exists and operations can continue. Democracy Live will initially respond to County within one business day after County's submission of a Support Request.

Severity 4 Minimal Business Impact means a Support Request in which County submits an information request, suggests an enhancement, or

Democracy Live LiveBallot Subscription Agreement

requests a clarification. Democracy Live will initially respond to County within seven business days after County's submission of a Support Request.

- 4.2** Election Period. Democracy Live will provide Support and Maintenance on a 7am to 7pm EST basis, 7 days a week. If a reported Error impacts the essential functions of an election, Democracy Live will use commercially reasonable efforts to work around the clock as long as meaningful progress can be made or until a resolution is found.

5. Contacts

- 5.1** County Contact Persons. County will designate one person to act as the single point of contact for all Support Requests, and one additional person to serve in a back-up capacity. The County contact person will handle all communication with Democracy Live support personnel and will be relied upon by Democracy Live for key decisions.
- 5.2** Democracy Live Support Contacts. Contact with Democracy Live support personnel will be either by telephone or e-mail at the contact points set forth below, which are subject to change from time to time upon notice from Democracy Live. County's Support Requests will include all information reasonably requested by Democracy Live support personnel sufficient to enable them to reproduce the condition giving rise to the call. This information may include LiveBallot component involved, error messages, data being processed, screen images, and the like.

Hours of Operation	9 am to 5 pm PST, Monday to Friday, excluding all U.S. holidays.
Contact Phone Number	855-655-VOTE (8683)
Email Address	support@democracylive.com

6. Maintenance Releases:

- 6.1** Maintenance Releases. During the term of the Annual Subscription, Democracy Live will provide Maintenance Releases, which are provided generally to all customers, where these Maintenance Releases are not sold as a separate Upgrade, service or product version. Each Maintenance Release will be subject to the terms of the Master Agreement.
- 6.2** Implementation. Democracy Live is responsible for implementing and testing all Web-based Maintenance Releases.

7. General

Term. The term for any Annual Subscription via this Master Agreement, including Support and Maintenance, will be one year, commencing on the Effective Date listed on Purchase Orders received from using Agencies. Automatic renewals are not allowed and any agreed upon renewals shall not exceed the term of the Master Agreement. All renewals are subject to appropriations.

Democracy Live may suspend or terminate the Annual Subscription if the using

Democracy Live LiveBallot Subscription Agreement

Agency does not pay the Annual Subscription Fee when due.

The Annual Subscription, including Support and Maintenance, will terminate if the Master Agreement expires or is terminated.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
14G26113

REGISTRATION NUMBER
1420524

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Secretary of State

CONTRACTOR'S NAME
Inyo County

2. The term of this Agreement is: **April 15, 2015 or upon approval by Dept. of General Services, if required, whichever is later through June 30, 2016**

3. The maximum amount of this Agreement is: **\$18,000.00 Eighteen thousand dollars and zero cents**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	4 pages
Exhibit A-1 – Polling Place Accessibility Surveyor and Website Accessibility Training Schedules	1 page
Exhibit B – Budget Detail and Payment Provisions	4pages
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	2 pages
Exhibit F – County Resolution	2 Page(s)
Exhibit G – Contractor HAVA Activity Report	1 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation.
 Inyo County

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type) **5/5/2015**

PRINTED NAME AND TITLE OF PERSON SIGNING

Kammi Foote, Inyo County Clerk/Recorder

ADDRESS

PO Drawer F
 Independence, CA 93526

STATE OF CALIFORNIA

AGENCY NAME

Secretary of State

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type) **5/21/2014**

PRINTED NAME AND TITLE OF PERSON SIGNING

Cindy Hanneman, Chief, Management Services

ADDRESS

1500 11th Street, Sacramento, CA 95814

**California Department of
 General Services Use Only**

Exempt per: GC 14616

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "HAVA Polling Place Accessibility Training Program."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Inyo ("County") with federal reimbursement funds ("HAVA funds"), CFDA Number 93.617, administered by the U. S. Department of Health and Human Services (DHHS), to assist in implementing HAVA Section 261, subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. The provisions of this Agreement are to be interpreted to further this purpose.

1. The program representatives during the term of Agreement will be:

For County: Kammi Foote (760) 878-0224

For State: Todd Wallace (916) 657-2376

C. USES OF FUNDS

1. General Uses

Provided that the County has notified the Secretary of State by March 27, 2015 of its intention to execute this contract, and further that at least one County employee or agent attends one of the regional training sessions sponsored by the Secretary of State as noted in Exhibit A-1, any funds received pursuant to this program shall be used by County only for one or more of the following purposes, except as otherwise provided below:

- 1) Reimbursement for travel expenses incurred after April 15, 2015, for staff to attend one of the Secretary of State training.
- 2) Reimbursement for staff salaries and benefits incurred after April 15, 2015, for accessibility surveys of polling places or for training staff to survey polling places.
- 3) Reimbursement for other expenses as provided below incurred after April 15, 2015, to make polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with the full range of disabilities that enhance access and participation of individuals with the full range of disabilities in elections for Federal and State office, and to provide the same opportunity for access and participation (including privacy and independence) to individuals with the full range of disabilities as for other voters. For these purposes, items included on the following lists are presumed to be reimbursable, provided that their intended use is consistent with the General Uses set forth above. The county may perform activities identified as approved for reimbursement, or may contract for the performance of the activities. The Secretary of State shall be the sole determiner of whether an expenditure is consistent with the General Uses as set forth above. The Secretary of State will reimburse for the following items or activities, including taxes on purchased goods:
- 4) Reimbursement for funds expended after April 15, 2015, assessment supplies or equipment and supplies as needed, including any of the items listed below:

**EXHIBIT A
(Standard Agreement)**

a. Assessing Accessibility

- 1) Tools to measure slope;
- 2) Tools to measure width, turning area, etc;
- 3) Calculators;
- 4) Survey kits;
- 5) Clipboards;
- 6) Tape measures;
- 7) Polling Place Inspectors/Surveyors;
- 8) Cameras;
- 9) Door pressure gauges;
- 10) Tablets used for conducting surveys²⁵.

b. Equipment and Activities to Improve Physical Accessibility

- 1) New accessible voting booths;
- 2) Retrofitting voting booths;
- 3) Tools or equipment to modify voting booths;
- 4) Retrofitting polling places for public buildings only, which must be a regularly used polling place;
- 5) Adapter "kits" or other materials to make a voting station accessible;
- 6) Signage (parking, directional, entrance, etc.);
- 7) Accessible tables;
- 8) Chairs (for seated voting);
- 9) Supports for accessibility signage;
- 10) Devices/Systems to alert poll workers that a voter is at the curb, door, or otherwise needs assistance;
- 11) Doorstops;
- 12) Lighting;
- 13) Low-vision pens;
- 14) Magnifying devices;
- 15) Mats or other materials to make the path of travel accessible;
- 16) Pen grips;
- 17) Temporary ramps (if wheel guides are not included, wheel guides may be purchased separately);
- 18) Temporary handrails;
- 19) Permanent handrails;
- 20) Threshold covers or mats;
- 21) Traffic cones or other materials to make parking temporarily accessible for voting;
- 22) Wedges;
- 23) Equipment for CD/DVD duplication;
- 24) Accessibility web site development costs;
- 25) Improving accessibility of web site.

c. Training Materials and Programs

- 1) Development, production, translation, and transcription into Braille of manuals, programs, posters, brochures, and other printed materials for training of poll workers or polling place inspectors;
- 2) Development, production, translation of video/DVD training materials;

²⁵ If the county proposes to use funds for this purpose, pre-approval by the Secretary of State is required. Further, county must adhere to requirements set forth in Exhibit E.

EXHIBIT B
(Standard Agreement)

support the claim; including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

15. Order Of Processing

Claims shall be processed by the Secretary of State in order of receipt.

16. Work Outside Of The Scope Of Work

Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken, and payment is made for any activities outside of the scope of work.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to the Internet site below. From this page, select "Standard Contract Language" to access the current terms and conditions.
<http://www.ols.dgs.ca.gov/Standard+Language>

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 93.617. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>;
4. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period.
5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;
8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

**EXHIBIT A
(Standard Agreement)**

- 3) Equipment necessary to use videos/DVDs in training of poll workers or polling place inspectors;
- 4) Stipends to compensate a trainer to train county poll worker trainers on issues specific to accessibility;
- 5) Poll worker training that is specific to accessibility and in addition to pre-existing training, or a modification/improvement of pre-existing training;
- 6) Disability or accessibility experts to make presentations at poll worker trainings.

d. Educational and Informational Materials

- 1) Development, production, translation, and transcription into Braille or into audio or CD/DVD format, of printed materials to educate or inform voters concerning polling place and voting accessibility;
- 2) Public advertising of information on accessibility of polling places and voting;
- 3) Mailers to disseminate information on services for persons with disabilities;
- 4) Translation of existing materials related to accessibility into required languages;
- 5) Reformatting and re-printing materials into "large-type";
- 6) Readability analysis to simplify informational or instructional materials;
- 7) Development of accessibility materials for county web site, or construction of a county web site for the purpose of providing information to the public on accessibility, if one does not already exist or making a current site accessible.

Items Presumed to not be reimbursable:

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sole determiner of whether or not an expenditure is reimbursable.

- 1) Administrative costs;
- 2) Batteries;
- 3) Blackberries (hand held computers);
- 4) Braille business cards;
- 5) Cable TV;
- 6) Cassette players;
- 7) Cassette tapes (except those used for voter education);
- 8) Catering;
- 9) Computers;
- 10) Other office equipment, including but not limited to fax machines and copiers, unless prior approval has been obtained from the granting agency;
- 11) Office supplies, including but not limited to paper, pens and post-it notes;
- 12) Concrete paving for parking lots and spaces;
- 13) Concrete ramps;
- 14) DREs /other voting equipment (can be purchased with other HAVA funds);
- 15) Emergency exit signs;
- 16) Facility rental;
- 17) Permanent modifications or improvements to private or non-governmental structures, including, but not limited to private residences and places of worship;
- 18) Food;

**EXHIBIT A
(Standard Agreement)**

- 19) Gas (except travel reimbursements²⁶);
- 20) Gift bags, pins, buttons, shirts or other promotional items for poll workers, voters or County staff;
- 21) Invitations;
- 22) Laptops;
- 23) Tablet computers unless prior approval as a survey tool has been obtained from the granting agency;
- 23) Light bulbs;
- 24) Modifications to mobile voter education vehicle, unless that vehicle is used as a polling place;
- 25) Parking fees (except travel reimbursements for purposes listed in footnote 2)
- 26) Parking lot improvements;
- 27) Photographers;
- 28) Scanners;
- 29) Staff salaries of County employees not conducting one of the activities allowable;
- 30) Trailers;
- 31) Transportation to polling site;
- 32) Vehicles – purchase, rental, or operating expenses (except rental vehicles used for purposes listed in footnote 2)

If you have any questions about this polling place accessibility training grant, please feel free to contact Todd Wallace at (916) 657-2376 or Todd.Wallace@sos.ca.gov.

²⁶ Travel reimbursements for: election officials performing accessibility assessments; consultants advising election officials on accessibility issues, poll worker training, or voter education; or trainers conducting poll worker training, voter education, or outreach activities.

EXHIBIT A-1
(Standard Agreement)

Polling Place Accessibility Surveyor Training Schedule

Northern Area Training Date & Time TBD

Hosted by: TBD

Location: TBD

Southern Area Training Date & Time TBD

Hosted by: TBD

Location: TBD

Website Accessibility Training Schedule

All Details TBD

If you have any questions about the training program or contract, please feel free to contact Todd Wallace at (916) 657-2376 or Todd.Wallace@sos.ca.gov.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal years 2014/15 and 2015/16 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**EXHIBIT B
(Standard Agreement)**

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

5. Maximum Amount Of HAVA Funds To Be Provided To County Under This Program

County shall not receive, pursuant to Agreement, more than \$18,000.00 in the aggregate.

County will have authority to spend the full allocation, \$18,000.00, in this contract beginning on April 15, 2015. The full allocation, \$18,000.00, will be apportioned into "Amount 1" and "Amount 2". These amounts will expire at two separate times. The portion entitled "Amount 1" will expire on July 31, 2015. No portion of the remaining balance of "Amount 1" will be able to be carried over after July 31, 2015. The portion entitled "Amount 2" will not expire until the end of the contract on June 30, 2016.

Funding Description	Amount	Start Date	Expiration
Total Contract Amount (Amount 1 + Amount 2)	\$18,000.00		
Amount 1	\$6,745.85	April 15, 2015	July 31, 2015
Amount 2	\$11,254.15	April 15, 2015	June 30, 2016

6. Failure To Properly Claim Maximum Amount Of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

7. Basis of Claims

Subject to the provisions related to the applicability of OMB Circular A-87, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Paragraph C ('Uses of Funds') of Exhibit A 'Scope of Work'.

8. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph C of Exhibit A 'Scope of Work';
- (2) Include the total amount of the claim;
- (3) Include the agreement number on the face sheet;
- (4) Identify whether additional claims are expected to be submitted;
- (5) Include the hourly charge of any contractor for which a claim is made for their time;

**EXHIBIT B
(Standard Agreement)**

- (6) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (7) Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit G, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and
- (8) Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

9. Application Of OMB Circular A-87

OMB Circular A-87 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

10. Deadline For Processing Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim.

At the end of state fiscal year 2014/15, a state Spending Plan amendment will be submitted by the Secretary of State office to shift available funds to fiscal year 2015/16. This amendment process may cause delays in processing claims received during this time.

11. Payments Of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

12. Deadline For Submitting Claims

Any claims using funds from "Amount 1" (see Exhibit B, Item 5) must be submitted by August 31, 2015.

Any claims using funds from "Amount 2" (see Exhibit B, Item 5) must be submitted by August 31, 2016.

13. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

14. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that

EXHIBIT D
(Standard Agreement)

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 261, for federal fiscal years 2014 and 2015.
2. HAVA funds can only be used for the purposes for which the HAVA funds are made;
3. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 1, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at <https://osc.gov/Pages/HatchAct.aspx>;
5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;
6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego its use of the County's proportionate share of these funds, which may result in reallocation of that County's proportionate share of funds to other counties for the purposes provided under this contract.
7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated to the Counties based on need and may only be used to meet Section 261 of HAVA;
8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

**EXHIBIT D
(Standard Agreement)**

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;
13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov.

14. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Secretary Of State Policy Regarding Political Activity In The Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

**EXHIBIT E
(Standard Agreement)**

8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

2. Tablet Criteria

1. The software and device must be capable of accurately recording all data necessary to assess polling place accessibility (i.e., all portions of the statewide guidelines and checklist used for surveying for polling place accessibility).
2. The software and device must be capable of transferring all data collected during polling place surveys to a medium where results can be aggregated for purposes of comparing potential polling places, and for purposes of analyzing data at the site level and countywide.
3. The devices used for housing software to capture data must be used only for the purposes of assessing polling place accessibility with exclusive use safeguarded by appropriate inventory policies and controls.
4. Polling place specific (site-level) survey results and aggregate survey results must be publicly available upon request.
5. A report on the program must be produced prior to reimbursement approval that provides certain information, including:
 1. A description of the program.
 2. Cost of the program, including staff training costs and any costs for data storage (e.g., EMS modification)
 3. Amount of vendor support needed for the program's launch and the amount of ongoing support, if any
 4. Increased productivity of the program, if any, measured by staff time, ease of data recall and analysis, and other relevant factors
 5. Amount of additional ongoing support, if any, necessary to sustain the program (e.g., software licensing costs; upgrade costs; continued vendor support; device maintenance, etc.)

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.

Resolution No: 2006-33

RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS
 APPROVING INYO COUNTY ENTERING INTO A CONTRACT WITH THE STATE OF CALIFORNIA
 FOR ANY AND ALL FUNDS AVAILABLE TO INYO COUNTY PURSUANT TO THE FEDERAL HELP
 AMERICA VOTE ACT OF 2002

INYO COUNTY VOTING MODERNIZATION PROJECT

WHEREAS, the Federal Help America Vote Act (HAVA) authorizes federal funds to assist in complying with the requirements of the Help America Vote Act of 2002 (P.L. 107-252) ("HAVA") and,

WHEREAS, HAVA requires certain capabilities and functionality in order to comply with its provisions and,

WHEREAS, the Secretary of State may reimburse Inyo County for items or activities, including taxes, for specified purposes and/or specified purchases and,

WHEREAS, the State of California requires Inyo County to enter into and execute a State of California Standard Agreement prior to disbursement of any funds for purposes of the Help America Vote Act, and

WHEREAS, in the interest of time, it is deemed to be in the best interest of Inyo County to designate the Inyo County Elections Official as the person to negotiate, execute and submit all required documentation for the purposes of applying for the Grant Funding offered by the Help America Vote Act,

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

1. Elects to participate in the HAVA Grant Program to the greatest extent possible; and
2. Approves the execution of an agreement (contract) between the County of Inyo and the Secretary of State's Office to receive HAVA grant funds; and
3. Authorizes the County Clerk as the County Elections Officer to enter into any and all proposed agreements (contract) with the Secretary of State's Office for such purpose; and
4. Appoints the County Clerk as the County's designee to execute and submit all documents including, but not limited to, State of California Standard Agreements (Contracts), and payment requests for reimbursement of HAVA authorized expenditures.

Exhibit F

PASSED AND ADOPTED this 6th day of June, 2006, by the following vote:

AYES: Supervisors Arcularius, Cash, Williams, Bilyeu and Cervantes

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-



Susan Cash, Chair
Inyo County Board of Supervisors

ATTEST: Ron Juliff
Clerk of the Board

By:


Patricia Gunsolley
Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
13

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

FROM: HEALTH & HUMAN SERVICES, Behavioral Health

FOR THE BOARD MEETING OF: February 9, 2016

SUBJECT: Approval of contract with University of the Pacific for the provision of coursework for Substance Abuse Counselor Certificate Program

DEPARTMENTAL RECOMMENDATION:

Recommend Board approve the contract with the University of the Pacific (UOP) for the provision of Substance Abuse Counselor Certificate Program for the period February 22, 2016 through August 07, 2016, in the amount of \$60,500, and authorize the Health and Human Services Director Jean Turner to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Department has experienced historical recruitment difficulties in the Behavioral Health treatment of addictions. As a one-time pilot, the Department has worked with the University of the Pacific to provide on-line coursework for Substance Abuse Education that leads to becoming certified in California as an Addictions Counselor. This pilot is also intended to address workforce training options for the Juvenile Center Staff.

The Substance Abuse Counselor Certification Program is designed to help individuals acquire the skills necessary to counsel those who suffer from the effects of substance abuse. This coursework meets California's requirements for education that allows an individual, upon completion, to register as an intern and work towards becoming certified as an Addictions Counselor (State Regulations require only 255 hours of education/practicum -- after required coursework -- to be allowed to be hired as a counselor). Once working as a counselor, the individual then will have a maximum of five years to become fully certified by one of three state-approved certifying bodies.

Because of the limited number of student slots in these courses, as determined by UOP, these courses are being offered only to current employees of either HHS or Probation.

ALTERNATIVES:

Board could choose not to approve this contract, with no immediate harm. This is simply the Department's pilot effort to train more local individuals to provide addictions counseling to increase future applicant pools for these recruitments, and to offer other job training for Juvenile Center staff.

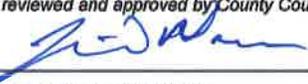
OTHER AGENCY INVOLVEMENT:

University of the Pacific, Probation Department

FINANCING:

There are no County General Funds being used. The funding is exclusively from Behavioral Health realignment and Mental Health Services Act (MHSA) Workforce Development funding to be included in mid-year process.

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: <u>yes</u> Date: <u>2/2/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>2/2/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>2/2/16</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

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



Date: 2-2-16

UNIVERSITY OF THE PACIFIC SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is entered into effective as of February 22nd, 2016 (the “**Effective Date**”) by and between the University of the Pacific, a California nonprofit public benefit corporation (“**University**”), and County of Inyo Department of Health and Human Services (“**County**”).

Recitals

A. University is an independent, comprehensive university offering more than 80 undergraduate and graduate majors and degree programs thorough nine schools and colleges at its campuses in Stockton, Sacramento, and San Francisco.

B. Subject to the terms and conditions of this Agreement, County desires to engage University’s Center for Professional and Continuing Education (“**CPCE**”) to provide courses in its Substance Abuse Counselor Certificate Program for up to twenty-five (25) individuals identified by the County (“**Services**”).

In consideration of the promises and the mutual covenants and agreements set forth below, the parties hereto agree as follows:

1. **Services.** University agrees to perform the Services required under this Agreement and as specifically set forth in the scope of work attached hereto and incorporated herein by reference as Exhibit A (“**Scope of Work**”). Use of the term “**Agreement**” shall include the Scope of Work. County may not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Agreement, without the prior written consent of the University.

2. **Compensation and Expenses.** County shall pay to University the fees set forth in the Scope of Work (“**Fees**”). Unless otherwise stated in the Scope of Work, the Fees shall include all University expenses, and County shall be responsible for, all expenses and taxes incurred by County in connection with the Services.

3. **Payment Terms.** County shall remit payment by the date identified in the Payment Terms schedule in the Scope of Work.

4. **Term and Termination.**

(a) **Term.** The term of this Agreement shall commence on the Effective Date and shall expire as set forth in the Scope of Work, provided that University may terminate the Agreement: (i) at any earlier time, without cause or penalty, by giving at least thirty (30) days’ written notice to County; or (ii) immediately upon written notice to County in the event of County’s material breach of this Agreement. Any early termination of this Agreement shall be without prejudice to any claims or damages a party may have.

(b) **Effect of Termination.** Any early termination of this Agreement, whether for a party’s breach or otherwise, shall be without prejudice to any claims or damages or other rights of one party against the other party. In the event of early termination of this Agreement by either party:

(i) County shall deliver to University, at a time and in a manner acceptable to University, all of University’s Confidential Information (as defined below in Section 7), whether in paper, electronic, or any other form.

(ii) All payment and enrollment records maintained by County will be made available to University upon request.

5. **Independent Contractor Relationship.** The relationship between the parties shall be as independent contractors. Neither County nor County's employees or subcontractors shall be deemed to be employees or agents of University. County and County's employees and subcontractors will not be entitled to any benefits made available to University employees. Nothing in this Agreement is intended to establish a partnership, joint venture, or agency relationship between the parties, and neither County nor County's employees or subcontractors are authorized to bind University or make any representations on its behalf in any matter.

6. **County's Insurance.** The insurance provisions set forth in Exhibit B attached hereto are made a part of the terms and conditions of this Agreement and incorporated herein by reference.

7. **Confidentiality.**

(a) **Protection of Confidential Information.** At all times hereafter, County will keep in confidence and trust all Confidential Information (as defined below) that County learns of or receives from University during the term of this Agreement, and will not use, reproduce, or disclose to others any Confidential Information without University's advance written consent, except (i) as may be directly necessary in the ordinary course of performance of the Services under this Agreement, (ii) for legal, regulatory, or accreditation purposes, or (iii) in accordance with a judicial or other governmental order, provided however, that, to the extent reasonably possible, County shall give University reasonable notice prior to making any such disclosure in sufficient time so University may object to such disclosure if it so chooses, and provided further, that County shall disclose only that portion of the Confidential Information that it is legally required to disclose.

(b) **Confidential Information Defined.** "Confidential Information" shall mean any and all proprietary information of University, including, without limitation, information on University finances, employees, students, or alumni, personally identifiable information (including, without information, bank account and credit card information, and personal information such as name, address and social security numbers), "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, other non-public information, FERPA Protected Information (defined below), metadata, user content, the University's logo, trademarks and any other proprietary information, and information relating to any current, future, or proposed University program, project, business practice, method of operation, funder, or marketing plan. "Confidential Information" also includes proprietary or confidential information of any third party who may disclose such information to University in the normal course of business. "Confidential Information," however, shall not include any information which County can establish (i) was known to County before disclosure to County under this Agreement as a result of being made generally available in the public domain, or (ii) becomes publicly known and made generally available in the public domain after disclosure to County under this Agreement, or is received by County from a source other than University, in both cases other than by a breach of an obligation of confidentiality. County further agrees that it shall not disclose the existence or terms of this Agreement to any third party without the prior written consent of University. County's failure to comply with the provisions of this Section 7 shall constitute a material breach of this Agreement.

(c) **Student Records.** To the extent the Confidential Information contains any "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act and its implementing regulations (collectively, "FERPA Protected Information"), the parties hereby certify that access to FERPA Protected Information is necessary for the performance of the

Services and each party's duties and responsibilities under this Agreement, and agrees that each party shall be subject to, and shall comply with, the same conditions and restrictions on the use and re-disclosure of FERPA Protected Information as apply to the other party pursuant to applicable law. A party's failure to comply with the provisions of this Section 7(c), or failure to abide by legally applicable security measures and disclosure and re-disclosure restrictions with regard to FERPA Protected Information, shall constitute a material breach of this Agreement.

8. County's License to Use the Services; Ownership of the Services.

(a) **License Grant.** University hereby grants to County a non-exclusive right to permit users to use the course materials provided as part of the Services under this Agreement. County's students and staff shall use the Services in accordance with this Agreement and the Scope of Work.

(b) **License Restrictions.** Nothing in this Agreement shall be construed as a grant to County of any right to, and County shall not, and shall not permit any user or any other third party to: (i) reproduce, license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Services or any portion thereof; (ii) distribute, disclose or allow use of the Services or any portion thereof, in any format, through or by any other means, to or by a third party who is not an authorized user; and (iii) create derivative works from, modify, or alter any of the Services in any manner whatsoever (unless so directed by the University). This Agreement does not give County any rights, implied or otherwise (including the right to sell or trade), to University's Confidential Information (including course materials provided as part of the Services) or any other University proprietary information, except as expressly stated in the Agreement.

(c) **Ownership.** The parties agree that all course materials (as between County and University) and work product prepared by University for documentation purposes, arising from or related to the Services including, without limitation, all ideas, concepts, inventions, expressions, information, material, works of authorship, plans, programs, systems, work notes, drafts, specifications, design documents, flow charts, analyses, data, surveys, print copy, artwork, plates, photo negatives and positives, boards, preliminary outlines, sketches, letters, invoices, proposals, databases, and reports (collectively, "University Work Product") and any such University Work Product that pre-exists this Agreement, shall be owned solely and exclusively by University, including without limitation, all corrections, modifications, and derivative works to such University Work Product.

9. Representations and Warranties. The parties represent and warrant that: (a) they will comply with all applicable federal, state and University laws, rules and regulations in performing their obligations under this Agreement, (b) performance under this Agreement will be performed in compliance with generally accepted professional procedures and industry standards prevailing at the time the Services are performed, and (c) they have, and shall maintain in effect for the duration of this Agreement, all licenses, permits, qualifications, and approvals which are legally required for the party to perform its obligations under this Agreement.

10. Indemnification. County agrees to hold harmless and indemnify University and its regents, officers, directors, employees and agents from and against all claims, damages, losses, and expenses (including without limitation attorneys' fees and costs) ("Loss") arising out of (i) the performance of its obligations under this Agreement, except to the extent that such Loss is caused by the sole negligence or willful misconduct of University, or (ii) any breach or default in the performance of any of County's obligations hereunder including, without limitation, any breach of any warranty or representation. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement.

11. **Survival.** The provisions of Sections 4 (Term and Termination), 5 (Independent Contractor Relationship), 7 (Confidentiality), 9 (Representations and Warranties), 10 (Indemnification), 12 (Limitation on Damages), 13 (Governing Law; Dispute Resolution), 14 (University Names and Logos), and 16 (General Provisions) shall survive termination of this Agreement.

12. **Limitation on Damages.** In no event shall either party be liable to the other party for any special, consequential, indirect, exemplary, punitive, incidental, or similar damages (including, without limitation, loss of profits), even if such party has been apprised of the possibility thereof, provided, however, that the foregoing limitation shall not apply in the event that County breaches any of the provisions of Sections 7 (Confidentiality) of this Agreement.

13. **Governing Law; Dispute Resolution.** This Agreement, and any dispute between the parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in California. Each party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred.

14. **University Names and Logos.** County agrees that it shall not use the University's name, logo or insignia, or the name, logo or insignia of any school or division thereof, or otherwise identify the University or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the University, which permission may be given or withheld in the University's sole discretion.

15. **Compliance with Laws.** Each party shall be separately responsible for compliance with all laws, rules, and regulations, including any accreditation, licensing and credentialing of its own entities and employees, which may be applicable to its respective activities under this Agreement. Each party agrees to furnish to the other evidence of such accreditation, licensing, and credentials upon request by the other.

16. **General Provisions.** No provision of this Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any provision of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. This Agreement shall be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting. All paragraph and section captions and headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby. This Agreement including its Exhibits, may not be modified except in writing executed by duly authorized representatives of the parties. This Agreement together with the exhibits hereto constitutes the entire agreement between the parties pertaining to its subject matter, superseding all prior and contemporaneous agreements, proposals, letters of intent and memorandums of understanding. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument.

[Signature page to immediately follow]

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the parties hereto as of the Effective Date.

UNIVERSITY OF THE PACIFIC

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

University of the Pacific
Center for Professional and Continuing Education
3601 Pacific Ave.]
Stockton, CA 95211
Attn: Director of Programs & Operation
Fax number: (209) 946-3916

Inyo County Health and Human Services
163 May Street
Bishop, CA 93514
Attn: Jean Turner, Director
Fax number: _____

Exhibit A

SCOPE OF WORK

SERVICES:

The Center for Professional and Continuing Education ("CPCE") at the University of the Pacific will provide Inyo County Health and Human Services certain courses listed below as part of its Substance Abuse Counselor Certificate Program for up to 25 individuals identified by County. County will provide CPCE with a final trainee roster no later than one week prior to the start of courses. Certain information will be required of each training participant in order to create account information and to process grades including name, address, phone number, email, and Social Security number. This program will be comprised of the eight courses established and offered by CPCE in its Substance Abuse Counselor Certificate Program.

Responsibilities of the Parties

County will:

1. Identify up to 25 County employees to participate in training.
2. Provide CPCE with names, addresses, phone number, email, and Social Security number of individuals participating in program.
3. Perform all obligations and requirements outlined in the Agreement.

University will:

1. Provide the following administrative services: record course grades for transcription, and provide diligent customer service to training participants and County.
2. Provide unofficial transcripts to training participants within 10 days after course grades are received from Instructors.
3. Provide qualified industry professionals to teach the listed courses.
4. Provide direction on how to request official transcripts from University of the Pacific Registrar.
5. Maintain accurate enrollment information, and make such information available to County as necessary.
6. Provide access for each training participant to the University's learning management system ("LMS") and provide ongoing technical support as needed.

Course Information

Training Dates: Online courses will begin on February 22, 2016 and conclude on August 7, 2016.

Number of Participants: Each course will include a maximum of 25 training participants.

Course Schedule:

These courses will be offered online, through the University's LMS according to the schedule established below:

Block I:

2/22/2016 – 4/3/2016 XSAP 150 Introduction to Addiction Counseling and Program Overview

2/22/2016 – 4/3/2016 XSAP 151 Counseling Theory, Cultural Diversity and Special Populations

Block II:

4/4/2016 – 5/15/2016 XSAP 152 Individual, Group and Family Counseling

4/4/2016 – 5/15/2016 XSAP 153 Physiology, Pharmacology, and Mental Health

Block III:

5/16/2016 – 6/26/2016 XSAP 154 Assessment and Treatment Planning

5/16/2016 – 6/26/2016 XSAP 155 Case Management and Relapse Prevention

Block IV:

6/27/2016 – 8/7/2016 XSAP 156 Law, Ethics and Communicable Diseases

6/27/2015 – 8/7/2016 XSAP 157 Internship, Employment and Certification Preparation

Each course will be taught by qualified instructors in the field, identified by CPCE. The courses will each be offered for two undergraduate-level, extension units (16 total), and letter graded on an A-F scale according to University policy.

The Substance Abuse Counselor Certificate program is an approved curriculum through the California Consortium of Addiction Programs and Professionals (CCAPP), and fulfills a training participant's 315 hour education requirement in order to become certified in substance abuse counseling. Individuals who complete all eight (8) courses will be issued a Certificate of completion of the training program by the University of the Pacific, however, the University of the Pacific (including its affiliates) does not certify training participants as counselors. CCAPP Certification information can be found by accessing the CCAPP career ladder website at <https://www.ccapp.us/ladder/>.

Course Descriptions:

XSAP 150 Introduction to Addiction Counseling and Program Overview

This course is an overview of the substance abuse/addiction counseling industry. History of addiction, theories, regulatory issues, etc. will be included. It covers the eight domains of knowledge in the field of addiction: Clinical Evaluation, Treatment Planning, Referral, Service Coordination, Counseling Clients, Family and Community Education, Documentation, and Professional and Ethical Responsibility. Additionally, the twelve core functions (Screening, Intake, Orientation, Assessment, Treatment Planning, Counseling, Case Management, Crisis

Intervention, Client Education, Referrals, Record-keeping, and Consultation with Relevant Professionals) are explored. Community resources, advocacy and educational programs will be covered. Career pathway employment opportunities coupled with state and national licensing requirements will be discussed.

XSAP Physiology, Pharmacology and Mental Health

This course provides an understanding of the addiction process including the various models of addiction. It includes basic pharmacology of drugs, and the history, pharmacology and physiological impact of each drug category. Treatment methodologies including abnormal behavior as delineated in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) will be covered along with co-occurring disorders. Topics include classifications, clinical pictures, casual factors, treatment and outcomes of maladaptive patterns, assessment, therapy and prevention

XSAP 152 Individual, Group, and Family Counseling

This course provides a survey of the impact of addiction on the individual, the family and in society. A comprehensive study of the dynamics operating in groups and families including the identification of healthy versus dysfunctional groups/families; methods of intervention in dysfunctional groups/families; and the techniques of facilitating treatment groups will be covered. This course offers a practical study of helping strategies and interpersonal skills by engaging students in practicing interview skills and procedures through classroom role Countyying exercises.

XSAP 151 Counseling Theory, Cultural Diversity and Special Populations

This course provides a comprehensive overview of theories and strategies for the prevention of an intervention with alcohol and drug abuse. Social norms, peer pressure, stereotyping, biases, interpersonal and intrapersonal factors will be explored in relationship to cultural influences and diversity. Special populations such as Americans with Disabilities, LGBTQIA, gangs, elderly and prisoners will be included.

XSAP 154 Assessment for Treatment Planning

This course covers the assessment processes used in treating people with addiction. The student learns how to administer and score a variety of addiction screeners and assessment tools. Based on the assessment information, the student will create effective treatment Planning and programs. Various treatment models and Plans will be discussed.

XSAP 155 Case Management and Relapse Prevention

This course is a review of basic skills for effective and efficient casework management. It will include goal analysis, identification and specification of client objectives, case Planning, client contracting, data collection, record keeping, and client progress evaluation and reporting. Skills are applied using actual client examples. Students will be expected to write case Plans, client contracts and treatment goals. Relapse, triggers and relapse prevention will be included.

XSAP 156 Law, Ethics, and Communicable Diseases

This course covers professional ethics in the addiction field. Topics will include boundaries, code of conduct, confidentiality (including 42 CFR Part II, Health Insurance Portability Act

(HIPPA) etc.) and sexual harassment. The dynamics of addiction for the criminal justice client is studied in depth including parole and probation systems along with alternatives to incarceration in the criminal justice system (Drug Courts, Re-Entry Courts, Proposition 36, AB 109, etc.). Communicable diseases (HIV, AIDS, Hepatitis A, B, C, and other sexually transmitted infections) will also be included.

XSAP 157 Internship, Employment and Certification Preparation

This course is a culmination of all courses and allows the student to put their knowledge and skills into practical application. The course is a total of 45 hours devoted to the internship process. Students will review state certification requirements. The course will cover common problems, situations and experiences that may arise during internship. The practicum consists of 255 supervised hours on site at a State Certified Treatment Program. Students are required to complete the entire 300 hours (45 hours in class and 255 practicum) prior to receiving their substance abuse counseling certification.

Attendance/Participation Policy:

Training participants are expected to complete all of their assignments in the timeframe given and be present for all required online discussions. The training participants should be entering the University's LMS daily to stay current with all assignments. Class time expected is approximately 15 hours of work per unit.

COMPENSATION:

Total training Fees to be paid by County: **\$60,500**
To be paid according to Payment Terms below.

PAYMENT TERMS:

It is agreed that 50% of the total Fees will be paid within 15 days of final execution of the Agreement (an appropriate Inyo County purchase order will satisfy this requirement). The remainder/balance of the Fee is due no later than 15 days after the conclusion of the courses. It is further understood that upon approval of this Agreement by both parties, should the County terminate this Agreement for any reason before training actually commences, a service charge of 10% of the total Fees will be paid by the effective date of the termination. County shall make checks payable to the University of the Pacific/CPCE and mailed to following address.

University of the Pacific
Center for Professional and Continuing Education
ATTN: Kyle Harkness, Associate Director of Programs
3601 Pacific Ave.
Stockton, CA 95211

Federal Tax ID#: 94-1156266A1

TERM:

The Agreement will commence on the date last signed by the parties below and shall end on August 7, 2016, or at the conclusion of the courses if the course schedule is mutually modified.

Exhibit B

INSURANCE PROVISIONS

1. Required Insurance Coverage. County shall, at its sole cost and expense, procure and maintain for the duration of this Agreement the insurance coverage set forth below for claims arising from its performance under this Agreement and for which County may be legally liable, whether such liability results from any actions or omissions of County, County's subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable:

(a) Commercial General Liability insurance coverage to include premises and operations, personal/advertising injury, products/completed operations, and liability assumed under an insured contract (including defense costs assumed under contract), with limits of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate, and Two Million Dollars (\$2,000,000) products/completed operations aggregate. County's insurance policy will include the University, its Regents, Officers, Employees and Contractors as an additional insured.

(b) Workers' Compensation insurance covering County's own employees as required by law, to include Employer's Liability coverage with a limit of not less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

2. Insurance Carriers. All insurance required of County hereunder shall be through insurance carriers licensed to do business in the State of California and otherwise reasonably acceptable to University.

3. Certificates and Endorsements. County shall furnish University with original certificates and amendatory endorsements effecting the insurance coverage required of County under this Agreement. All certificates and endorsements are to be received and approved by University before performance under the Agreement commences, and on an annual basis thereafter for the duration of the term of this Agreement. University reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, at any time.

4. Waiver of Subrogation; Cancellation or Modification. Each insurance policy required of County under this Agreement shall include a waiver of subrogation clause. In the event of cancellation or modification of any insurance policy required of County under this Agreement, County agrees to give University written notice thereof within thirty (30) business days of County's receipt of such notification from its insurer.



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

14

FROM: Public Works Department

FOR THE BOARD MEETING OF: February 9, 2016

SUBJECT: Resolution and Notice of Completion for the Automated Weather Observing System (AWOS AV) Project, Lone Pine/Death Valley Airport.

DEPARTMENTAL RECOMMENDATIONS: Request Board approval of Resolution accepting the improvements and authorizing the recording of a Notice of Completion for the Automated Weather Observing System (AWOS AV) Project, Lone Pine/Death Valley Airport.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION: RB Development, Riverside CA, recently completed construction on the Automated Weather Observing System (AWOS AV) Project at the Lone Pine/Death Valley Airport. This project consisted of removing and replacing an outdated and non-functioning AWOS system with a new AWOS system. The new AWOS AV system provides current weather information to pilots and the general public. The estimated final construction contract amount (not including construction inspection) for the AWOS AV project at Lone Pine/Death Valley Airport is \$159,255.80.

On November 20, 2015, the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

ALTERNATIVES: The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended as it will extend the period during which Stop Notices can be filed and will delay return of retention to the Contractor.

OTHER AGENCY INVOLVEMENT: Office of County Counsel has reviewed the Resolution. The County Auditor's Office will pay the final retention amount currently being withheld.

FINANCING: This overall project is funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP), which will reimburse the county for 90 percent (\$161,780.00) of the total project cost of \$179,756.00 (design and construction). The County also applied for and received a state grant in the amount of 4.5 percent of the total project cost, or \$8,089.00. The remaining 5.5 percent County match portion of the project cost is \$9,887.00. Construction costs have been paid from the Lone Pine Airport Improvement Projects Budget Unit 150502, Object Code 5700, Construction in Progress, and from in-kind contributions.

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: <u>Yes</u> Date <u>1/13/16</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>1/20/2016</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 1/21/16

RESOLUTION NO. 2016 -

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
AUTOMATED WEATHER OBSERVING SYSTEM (AWOS AV) PROJECT,
LONE PINE/DEATH VALLEY AIRPORT**

WHEREAS, Clint Quilter, Director of the Public Works Department of the County of Inyo, has determined that the Automated Weather Observing System (AWOS AV) Project, Lone Pine/Death Valley Airport has been completed by RB Development of Riverside, California, in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Automated Weather Observing System (AWOS AV) Project, Lone Pine/Death Valley Airport.

Passed, approved and adopted this _____ day of _____, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

County of Inyo
C/o Director of Public Works
Public Works Department
168 N. Edwards Street
P.O. Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Automated Weather Observing System (AWOS AV) Project, Lone Pine/Death Valley Airport on the property hereinafter described was completed on November 18, 2015 and was accepted by the Inyo County Board of Supervisors on _____, 2016.
2. The property on which the Automated Weather Observing System (AWOS AV), Lone Pine/Death Valley Airport Project has been completed and located is on the Lone Pine/Death Valley Airport in Lone Pine, CA.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains Lone Pine/Death Valley Airport.
4. The undersigned Clint Quilter, the Director of Public Works of the County of Inyo, has been duly authorized pursuant to Resolution adopted _____, 2016, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Automated Weather Observing System (AWOS AV) Project, Lone Pine/Death Valley Airport pursuant to contract with the owner is RB Development of Riverside, California.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated: _____

By: _____
Clint G. Quilter, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Clint Quilter, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Automated Weather Observing System (AWOS AV) Project, Lone Pine/Death Valley Airport, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Clint G. Quilter



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: Public Works Department

FOR THE BOARD MEETING OF: February 9, 2016

SUBJECT: Approve Amendment No. 8 to the master contract for engineering services with Quincy Engineering, Inc. for Additional Monitoring and Mitigation of the Sabrina Bridge Project

DEPARTMENTAL RECOMMENDATIONS:

Request that your Board:

1. Approve Amendment No.8 to County of Inyo Standard Contract No. 156, between the County of Inyo and Quincy Engineering for the following projects, not to exceed amounts indicated:

Project	Service	Amount
Sabrina Bridge Project Project # TR 15-039	Monitoring and Mitigation	\$7,977.00
Total:		\$7,977.00

The costs for these three projects will increase the total contract amount by \$7,977.00, from \$1,461,985.00 to \$1,469,962.00.

2. Authorize the chairperson to execute Amendment No.8

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Quincy Engineering, Inc. (Quincy) is currently providing engineering services, under a master contract, for various public works projects on an on-call basis. This master contract is for the period of February 12, 2013 to December 31, 2017. Amendment No. 8 to Quincy Engineering, Inc.'s contract is for:

Additional Monitoring and Mitigation of the Sabrina Bridge Project.

Augmentation for monitoring and mitigation is required to complete additional tasks identified by California Department of Fish and Wildlife (CDFW), Quincy, and the County on December 8, 2015.

SCOPE OF WORK

- Define and Oversee Corrective Measures/Replanting to meet Successful Criteria.
 - The goal of the site should be to reach pre-construction weed cover in Coordination with the CDFW and Caltrans.
 - Revise Sabrina Bridge Riparian Mitigation Plan. Amended invasive species success criteria to require the reduction of invasive species to pre-construction levels (present cover).

PREPARE COUNTY WORK PLAN

- The Work plan should include a timeline for identifying the elevation, timing, and number of plantings of each species above the specific watermark where seed should be applied.

REVISE SABRINA BRIDGE RIPERIAN MITAGATION PLAN

- Planting locations- identified zones for planting willows, container plants, and upland seed mix on the mitigation site.
- The work plan will be updated to include the number, timing, and locations for the tasks identified in the work plan.

ALTERNATIVES:

Your Board could choose not to approve Amendment No 8. This is not recommended because Pubic Works does not have qualified staff to do the needed work.

OTHER AGENCY INVOLVEMENT:

County Counsel for contract and agenda approval.

FINANCING:

This project is federally funded by the Highway Bridge Program (HBP) and the Toll Credits Program, which will reimburse the County for 100 percent of the monitoring and mitigation costs for the Sabrina Road Bridge.

The cost of this contract amendment will be paid through budget unit 034601, State Funded Roads, object code 5711, Sabrina Bridge.

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: <u>Yes</u> Date: <u>1/26/15</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date: <u>1/29/2016</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 1/29/16

**AMENDMENT NUMBER 8 TO THE
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE MONITORING AND MITIGATION OF THE SABRINA BRIDGE PROJECT**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Quincy Engineering, Inc. of Sacramento, California (hereinafter referred to as "Contractor"), 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 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 there to, 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. 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 Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed One Million, Four Hundred Sixty Nine Thousand, Nine Hundred Sixty Two Dollars and No Cents (\$1,469,962.00) (hereinafter referred to as "contract limit")."

2. Attachment A to the contract, *Scope of Work*, shall be revised to include additional environmental support tasks required for Additional Monitoring and Mitigation per CDFW Coordination as described in Quincy Engineering Inc.'s (Quincy's) proposal dated January 5, 2016, included in Attachment A8 to Amendment No. 8.
3. The fees for the scope of work described in Attachment A8 shall be the costs shown in Quincy's Cost Proposal included in Attachment A8 to Amendment No. 8.

The effective date of this amendment to the Agreement is _____.

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

**AMENDMENT NUMBER 8 TO THE
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE MONITORING AND MITIGATION OF THE SABRINA BRIDGE PROJECT**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2016.

COUNTY OF INYO

CONTRACTOR

By: _____

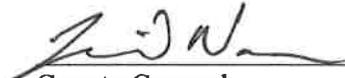
By: _____

Dated: _____

Dated: _____

Taxpayer's Identification Number:

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 A8

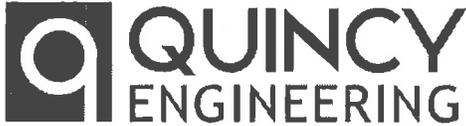
**AGREEMENT BETWEEN COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE MONITORING AND MITIGATION OF THE SABRINA BRIDGE PROJECT**

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 for additional monitoring and mitigation per CDFW coordination. The scope of services and estimated fee for these services shall be in general accordance with Quincy's proposal dated January 5, 2016 included in Attachment A8 to this amendment.



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

January 5, 2016

Re: Monitoring and Mitigation of the Sabrina Bridge Project
Quincy On-Call Contract Amendment 8
Additional Monitoring and Mitigation per CDFW Coordination

Dear Ms. Brown:

Enclosed is the scope of work and cost estimate for Contract Amendment No. 8 for Panorama Environmental, Inc. and their subconsultants to perform additional tasks identified during the December 8, 2015 phone conference with California Department of Fish and Wildlife (CDFW) for the mitigation and monitoring of the Sabrina Bridge Project. The additional tasks for Panorama have been identified as:

- Task 2: Define and Oversee Corrective Measures/Replanting to Meet Success Criteria
- Task 4: Coordinate with CDFW
- Task 5: Prepare County Work Plan
- Task 6: Revise Sabrina Bridge Riparian Mitigation Plan

Contract Amendment No. 6 Scope of Work, time and expenses for Monitoring and Mitigation of the Sabrina Bridge Project are attached. Contract Amendment No. 8 expenses are in addition to those contained within Amendment No. 6. The sum of each will cover the services needed. Contract summary is as follows:

Amendment No. 6 (<i>Added Monitoring and Mitigation of the Sabrina Bridge Project to the Existing On-Call Contract</i>)	\$ 17,800.00
Amendment No. 8 (<i>Augmenting Monitoring and Mitigation of the Sabrina Bridge Project to the Existing On-Call Contract</i>)	<u>\$ 7,977.00</u>
Total Not to Exceed Amount (<i>Monitoring and Mitigation of the Sabrina Bridge Project</i>)	\$ 25,777.00
The total on-call contract amount including Amendment 1 through 7 not to exceed amount	\$1,461,985.00
Amount of this Amendment 8	<u>\$ 7,977.00</u>
Total On-Call Not to Exceed Amount	\$1,469,962.00

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

developing YOUR vision | delivering YOUR project



On-Call Contract – Amendment 8
Monitoring and Mitigation of the Sabrina Bridge Project Scope of Work & Cost Augmentation

Quincy Engineering, Inc. (Quincy) and Panorama has developed an augmented scope of work and cost estimate for the development of **Monitoring and Mitigation of the Sabrina Bridge Project**. This budget augmentation is required to complete additional tasks identified during the December 8, 2015 phone conference with California Department of Fish and Wildlife (CDFW) for the mitigation and monitoring of the Sabrina Bridge Project. The Scope of Work and Cost Augmentation has been developed considering the work completed to date and the work required to successfully complete the project.

Panorama Environmental, Inc. has prepared Amendment 1 to our scope of work and budget to provide environmental services to support Inyo County in complying with the mitigation requirements for the Sabrina Bridge Replacement Project.

Amendment 8 adds scope and budget to existing Amendment 6 Task 2 and adds three additional tasks based on the December 8, 2015, call with the California Department of Fish and Wildlife (CDFW).

Scope of Work

Task 2: Define and Oversee Corrective Measures/Replanting to Meet Success Criteria

During the December 8th phone call, Panorama, the County, and CDFW agreed to modify the success criteria identified in the 2013 Sabrina Bridge Riparian Mitigation Plan to reflect the goal of weed control in the mitigation area. The parties agreed that the goal of the site should be to reach pre-construction weed levels based on percent cover; however, no pre-construction weed cover data exists. Panorama is adding scope to Task 2 to identify a pre-construction baseline based on the weed coverage in areas neighboring the mitigation site.

Panorama's 2015 Annual Monitoring Report identified issues with the approach to revegetation of the entire site as riparian habitat. During the December 8th call, CDFW agreed to identify riparian and upland zones and treat each area with a separately prescribed plant palette (to be identified in a revised Riparian Mitigation Plan). In order to identify the riparian mitigation zone, Panorama will conduct a groundwater evaluation investigation by digging test pits on the bank of Bishop Creek.

Panorama will define the method for assessing the baseline weed cover and evaluating groundwater depth in an updated County work plan to be provided to CDFW by January 30, 2016. The baseline weed assessment and groundwater evaluation investigation will occur in June 2016.

Task 4: Coordinate with CDFW

Task 4 includes coordination with CDFW regarding preparation of the County's work plan and revisions to the 2013 Sabrina Bridge Riparian Mitigation Plan. The previously approved scope and budget did not include time for coordination with CDFW on either the revised work plan or the mitigation plan revisions. These additional tasks were defined through coordination with CDFW.

Task 5: Prepare County Work Plan

During the December 8, 2015, call with CDFW, Nick Buckmaster requested a revised work plan that identifies details and timing of the specific tasks that the County will implement in 2016 and 2017. Panorama will prepare the revised work plan based on the County's work plan that was included in the cover letter to the 2015 Annual Monitoring Report. The work plan will include:

- The timeline for identifying the elevation, timing, and number of plantings for each species. The specific details of the seed mix and distances above the ordinary high water mark (OHWM) where seeds will be applied will be established after Jim Paulus conducts the June 2016 site visit during which he will delineate the OHWM and zones for planting.
- A method for evaluating the depth of groundwater in the mitigation area.
- Diagrams for planting container plants and willow cuttings.



Attachment A8 Continued

Task 6: Revise Sabrina Bridge Riparian Mitigation Plan

During the December 8, 2015, call with CDFW, the County and CDFW agreed to revise the 2013 Sabrina Bridge Riparian Mitigation Plan. Panorama will make these revisions. Revisions will include:

- Revised success criteria – amended invasive species success criteria to require the reduction of invasive species to pre-construction levels (percent cover).
- Recommended upland species palette – a list of species to be included in a seed mixture that will be applied to upland areas in the mitigation area.
- Planting locations – identified zones for planting willows, container plants, and upland seed mix on the mitigation site.
- Detailed work plan – the work plan will be updated to include the number, timing, and locations for the tasks identified in the work plan.

SCHEDULE

The schedule below assumes a Notice to Proceed in January 2016.

Task	Anticipated Completion Date
Task 2: Define and oversee corrective measures/replanting to meet success criteria	June 2016
Task 4: Agency Coordination	June 2016
Task 5: Prepare County Work Plan	January 30, 2016
Task 6: Revise Sabrina Bridge Riparian Mitigation Plan	July 2016



ATTACH A3

Inyo County - Sabrina Mitigation Restoration Project
Year 2016 Hourly Rates

Rates are effective January 1, 2016 through December 31, 2016

<u>Labor by Classification</u>	<u>Hourly Rate</u>
Principal Engineer/Principal-in-Charge	\$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
<u>Environmental</u>	
Environmental Manager	\$50 - \$65
<u>Surveying - Office Classifications</u>	
Senior Surveyor/ Survey Department Manager	\$38 - \$60
Associate Surveyor/Project Surveyor	\$35 - \$45
Survey Technician*	\$28 - \$41
<u>Surveying - Field Classifications</u>	
Party Chief*	\$28 - \$60
Instrumentman*	\$28 - \$45
Chainman/Rodman*	\$28 - \$41
One Man Crew*	\$28 - \$60
Two Man Crew*	\$75 - \$125
<u>Overhead Rate</u>	176.80%

<u>Other Direct Costs</u>	
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
<u>Fee</u>	
Labor + Overhead	10%
Other Direct Costs	0%

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

ATTACHMENT B8

**AGREEMENT BETWEEN COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE MONITORING AND MITAGATION OF THE SABRINA BRIDGE PROJECT**

TERM:

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

FEES:

The fees for the scope of work described in Attachment A8 shall be the rates shown in Quincy's proposal schedule included in Attachment A8.

Project	Service	Amount
Sabrina Monitoring and Mitigation Project Project # TR 15-039	Monitoring And Mitagation	\$7,977.00
	Total:	\$7,977.00

The costs for these the projects will increase the total contract amount by \$7,977.00, from \$1,448,700.00 to \$1,469,962.00.

The costs shown above are an estimate of probable costs, 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 C8

**AGREEMENT BETWEEN COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE MONITORING AND MITIGATION OF THE SABRINA BRIDGE PROJECT**

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's Year 2016 Hourly Rates as shown in Attachment A8 to Amendment No. 8 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 16

FROM: Public Works Department

FOR THE BOARD MEETING OF: **FEB - 9 2016**

SUBJECT: Adoption of the plans and special provisions for the Trona Wildrose Roadway Reconstruction and Rehabilitation Project, and authorization to advertise for bids.

DEPARTMENTAL RECOMMENDATIONS: Request your Board to:

1. Adopt the plans and specifications for the Trona Wildrose Roadway Reconstruction and Rehabilitation Project; and
2. Authorize the Public Works Director to advertise for bids for the project, contingent upon receipt of the State's authorization to proceed with construction.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION:

In July 2013 Inyo County's road system suffered major damage due to severe thunder storms. The Road Department has completed the plans and specifications and submitted the federal request for authorization to begin construction. During the emergency opening phase, approximately 5.5 miles of roadway was damaged because of heavy truck traffic used to export damaged asphalt and to import new base material. The Road Department requested and received funds to rehabilitate this section of Trona Wildrose Road along with the 2.3 miles of Trona Wildrose Road that was damaged by flood waters.

The Public Works Department, in conjunction with Caltrans, worked to develop an approved revegetation plan to comply with the National Environmental Policy Act (NEPA), which is required in order to receive federal funding. Due to extended environmental studies needed and the availability of natural vegetation used in the revegetation process, it became clear that the requirements would significantly delay the project. The County and Caltrans worked together to separate the construction phase from the revegetation phase in order to expedite the project.

The first phase of construction will be paving approximately 2.3 miles (unpaved section) and chip sealing approximately 5.5 miles of roadway damaged by heavy truck traffic. Plans and specifications for this project have been reviewed by the Public Work's engineering staff.

Phase two will revisit the required revegetation plan, get approval from Caltrans (NEPA), Bureau of Land Management (BLM) and the California Department of Fish and Wildlife (CDFW), and construction per the approved revegetation plan. Phase two is expected to move forward at completion of phase one.

The road will not be closed during construction. The contractor will provide for one-lane traffic control during portions of the work. Construction area signs will be installed in the project vicinity to inform the travelling public of the project. The construction time for this project is anticipated to be approximately 30 working days after award of the contract to the low bidder.

The Public Works Department is confident construction will commence no later than May 2016. However, all efforts will be made to expedite this schedule.

ALTERNATIVES:

Your Board could choose not to adopt the plans and specifications, and not to approve the project for advertising for bids and direct staff to find alternatives.

OTHER AGENCY INVOLVEMENT:

The Auditor's office to make payments to the contractor after the contract is awarded.
County Counsel to review and approve contract documents.
Caltrans to reimburse the County for project costs as described below.

FINANCING: The cost for the construction and construction engineering will be paid through budget unit 034600, Road, and is 88.53 percent is reimbursable with federal funds by the Federal Highway Administration. The remaining 11.47 percent will be paid by the Road Department Budget Unit 034600, Road, Object Code 5265, Professional and Special Services.

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: <u>Yes</u>	Date <u>1/26/16</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>yes</u>	Date <u>1/29/16</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____	Date _____

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 1/29/16
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: February 9, 2016

SUBJECT: Off-Highway Vehicle Grant Application

DEPARTMENTAL RECOMMENDATION: Request Board approve a resolution entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application."

SUMMARY DISCUSSION: The Department of Parks and Recreation is offering the Off-Highway Vehicle (OHV) grant program, to provide for well-managed OHV recreation by providing financial assistance to eligible agencies that develop, maintain, operate, expand, support, or contribute to well managed, high quality, OHV recreation areas, roads, and trails; and to responsibly maintain the wildlife, soils, and habitat of Project Areas in a manner that will sustain long-term OHV recreation in accordance with the legislative provisions and intent of the Act commencing at PRC section 5090.01.

If awarded, these monies would be used to provide maintenance on equipment that was purchased with prior OHV funds, additional safety gear for OHV Patrol Deputies, assist with costs associated with overtime for OHV Patrol Deputies, supplement and provide training to strengthen the Sheriff Department's Enforcement Detail for private and government owned property that is already in use, and enforce where it is not zoned and planned for.

This will be the eighth year that the Inyo County Sheriff's Department applies for the OHV competitive grant. The prior years have proven to be very successful. Both South-County and North-County are equipped with necessary OHV Enforcement equipment, and training has been provided yearly for Patrol Deputies.

This is a competitive grant, therefore we will not know what we are awarded until the Intent to Award is posted on the State Parks OHV Division website on June 6, 2016; the preliminary application is due to the State by March 7th, 2016. The OHV grant requires a twenty-five percent (25%) in-kind match. Any item that is eligible as a Project cost is also eligible as a match. The Sheriff's Department anticipates applying for \$160,000. However, historically law enforcement applications state-wide rarely are awarded more than 50 percent of the total requested, and are often reduced significantly more than 50 percent of the total requested amount.

ALTERNATIVES: Your Board could choose not to approve the Resolution, but this alternative is not recommended. The OHV monies have historically been be a valuable resource to Inyo County.

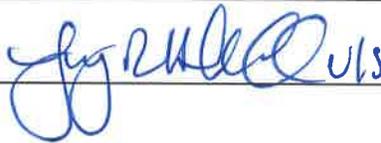
OTHER AGENCY INVOLVEMENT: Bureau of Land Management (BLM), Forest Service

FINANCING: If the grant application were approved, then a budget will be created – budget number to be determined by the Auditor's Office. The in-kind match will met through staff salaries and equipment dedicated to the enforcement detail as well as administrative duties associated with managing the OHV grant.

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 <u>1/28/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>2/1/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <u>N/A</u> Approved: _____ Date _____

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



Date: 02/01/16

RESOLUTION NO. 2016-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE
SUBMITTAL OF THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS
AND RECREATION, OFF-HIGHWAY VEHICLE GRANT APPLICATION**

WHEREAS, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project; and

WHEREAS this Board finds that the County's receipt of such funding would be beneficial to the residents of Inyo County.

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

- (a) Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
- (b) Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
- (c) Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development of Projects be maintained to specific conservation standards; and
- (d) Certifies that the Project will be well-maintained during its useful life; and
- (e) Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
- (f) Certifies that this agency will provide the required matching funds; and
- (g) Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
- (h) Appoints the Inyo County Sheriff as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this 9th day of February 2016, by the following role call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson,
Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio
Clerk of the Board

By: _____
Patricia Gunsolley, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 18

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

FROM: Supervisor Matt Kingsley

FOR THE BOARD MEETING OF: February 9, 2016

SUBJECT: Support Letter for Legislation to extend the Adventure Trails Pilot Project

DEPARTMENTAL RECOMMENDATION:

Request Board approve the letter to Senator Tom Berryhill expressing the Inyo County's Board of Supervisors' support of legislation extending the provisions of AB 628 for the Adventure Trails Pilot Project through 2020 and expanding the provisions of the legislation to include similar projects in Mono and Sierra counties; and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

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

The Adventure Trails Project applicants would prefer to see the provisions of AB 628 made permanent; however, against the prospect of the program ending next year, the applicants have expressed interest in seeing the Pilot Program extended.

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

Attached is draft legislation that would extend the provisions of AB 628 for Inyo County through 2020, and expand the provisions to include Mono and Sierra Counties. Senator Tom Berryhill is considering the introduction of this legislation, and one of his determining factors is if this effort will be supported by the Inyo County Board of Supervisors. I urge you to indicate that support today.

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

OTHER AGENCY INVOLVEMENT: - N/A

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

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

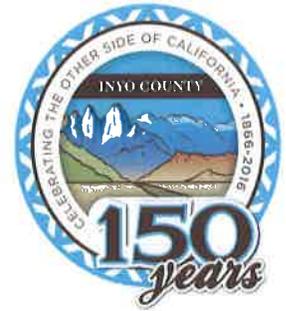


Date: _____



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



February 9, 2016

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

Dear Senator Berryhill:

The Inyo County Board of Supervisors strongly supports your legislation to extend the provisions of AB 628 for the Inyo County Adventure Trails Pilot Project. Additionally the Board is pleased to offer its support for expanding the provisions of the legislation to include similar projects in Mono and Sierra counties.

As you are aware, the current Inyo County Board of Supervisors, as well as previous Boards of Supervisors and State representatives, have expended tremendous time and resources to establish the Adventure Trails Pilot Program. Ultimately, albeit late in the time period as established by AB 628 (Conway, 2011), our Board approved a compromise plan based on broad community input. In addition to having a short period of time to evaluate the Program, the Los Angeles Department of Water and Power refused to provide simple approval to concur in the use of the starting point for four of the seven pilot routes approved by our Board. The four routes starting from Brown's Town and Pleasant Valley are arguably the four routes that would likely be the most utilized in the whole network. As indicated in the report to the State Legislature approved by the Board of Supervisors, there simply is not enough on-the-ground data to evaluate the pros or cons of the current Adventure Trails Program, and without an extension there never will be. Per AB 628, the Adventure Trails Program will end on January 1, 2017. The Adventure Trails project applicants prefer to see the provisions of AB 628 made permanent; however, against the prospect of the program ending next year, the applicants have expressed interest in seeing the pilot program extended and the County is grateful for your willingness to help secure an extension for the Project.

Additionally, since its inception, Inyo County's experience with AB 628 has garnered the attention, enthusiasm, and anticipation from rural counties throughout the State, which has culminated in two additional counties expressing interest in pursuing their own Adventure Trails pilot programs. Your desire to include pilot projects in Mono and Sierra counties in legislation to extend the provisions of AB 628 will surely help provide additional project information to assist the California Legislature in their future assessment of the feasibility of Adventure Trails Programs.

The Inyo County Board of Supervisors appreciates your efforts on the County's behalf and are delighted to support your legislation to extend the provisions of AB 628 through 2020, which will allow more thorough data to be accumulated on the Inyo County Adventure Trails Pilot Project. We are also pleased to support the expansion of the legislation to include similar pilot programs in Mono and Sierra counties. As always the Inyo County Board of Supervisors appreciates your continued support of those issues which impact your constituency in our small rural County. Please let us know if there are ways in which the County of Inyo may help you with regard to this legislation.

Sincerely,

Supervisor Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

cc: Assembly Man Devon Mathis
RCRC



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

19

FROM: Public Works Department

FOR THE BOARD MEETING OF: February 9, 2016

SUBJECT: Filling Vacant Senior Engineer Position

DEPARTMENTAL RECOMMENDATIONS:

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

1. The availability of funding for the requested Senior Engineer/Associate Civil Engineer/Assistant Engineer position comes from the General Fund, as certified by the Public Works Director and concurred with by the County Administrator, and the Auditor-Controller;
2. Where no internal candidates meet the qualifications for the position an external recruitment would be appropriate to best ensure a pool of the most qualified candidates; and
3. Authorize the hiring of either a Senior Engineer at Range 85 (\$6,281-\$7,636), an Associate Civil Engineer at Range 82 (\$5,840-\$7,090) depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This vacancy is being created by the retirement of the incumbent Senior Civil Engineer. We are requesting that this position be flexibly recruited as either a Senior Civil Engineer or as an Associate Civil Engineer. Both positions require registration as a Civil Engineer. Filling of this position is vital to ensure that deferred maintenance, Airport, and development projects continue to move forward in an expeditious fashion. It is also vital that this position be available to provide supervision and mentoring of junior staff.

ALTERNATIVES:

The Board could decide not to approve filling the position. This is not recommended, as the position is allocated and plays a key role in the professional and technical activities of the Department.

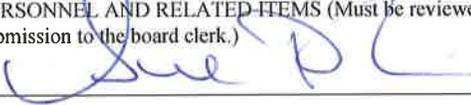
OTHER AGENCY INVOLVEMENT:

CAO
Personnel Department for recruitment
Auditor.

FINANCING:

This position is currently budgeted in the Public Works Budget Unit 011500.

Agenda Request Form
Board meeting of
Subject:

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: <u>yes</u> Date <u>2/1/2016</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>2/1/16</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 2/1/16



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 <i>20</i>

FROM: Public Works Department

FOR THE BOARD MEETING OF: **FEB - 9 2016**

SUBJECT: Whitney Portal Road Federal Lands Access Program (FLAP) right-of way Letter of Offer of appraised value (\$10,897.00) to Los Angeles Department of Water and Power and if offer is accepted, authorization of payment.

DEPARTMENTAL RECOMMENDATIONS:

1. Request your Board approve the Letter of Offer for a highway easement deed on Whitney Portal Road and direct staff to submit a Letter of Offer to The City of Los Angeles Department of Water and Power.
2. Request your Board, if offer is accepted by The City of Los Angeles Department of Water and Power, authorize payment of \$10,897.00 to The City of Los Angeles Department of Water and Power for the highway easement deed on Whitney Portal Road.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Whitney Portal Road FLAP project improvements begin at the intersection of Tuttle Creek Road (approximately 0.50 mile west of US 395) and proceed westward for approximately 11.2 miles to the Whitney Portal access. The road is maintained by Inyo County Road Department, primarily over Bureau of Land Management (BLM), Inyo National Forest and Los Angeles Department of Water and Power (LADWP) Lands.

The proposed road reconstruction will closely follow the existing alignments with widening to provide shoulders for Class III bike lanes on the lower portion, improving safety and minimizing impacts.

This is a Federal Highway Administration (FHWA) Forest Lands Access Program (FLAP) project, which is engineered and constructed by the FHWA. The total cost of the project is estimated at \$15 million.

The appraisals of the LADWP lands for needed right-of-way easement acquisition are complete. The FLAP Memorandum of Agreement between FHWA and the County of Inyo requires the County to cover cost for any required right of way purchases from LADWP or private land owner.

The fair market value per the appraisal indicates a value of \$10,118.00 for 5.11 acres of permanent roadway easements and \$779.00 for 1.18 acres of temporary construction totaling \$10,897.00. The attached Letter of Offer is an offer to acquire an easement over portions of LADWP property needed by the Road Department for reconstruction, operation, and maintenance for transportation purposes. The Letter of Offer to LADWP is for the full amount of the appraised fair market value of \$10,897.00.

Acquiring the highway easement makes the local agency eligible for additional federal funding along the route for future projects or Emergency Relief for Federally Owned Roads (ERFO) funding.

ALTERNATIVES:

Your Board could choose not to approve the Letter of Offer to LADWP and not authorize payment if offer is accepted. This is not recommended because the right-of-way is necessary for the operation and maintenance of Whitney Portal Road.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING: The payment of the offer, if accepted by LADWP, will be from the Road Budget 034600, Object Code 5311.

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: <u>[Signature]</u> Date <u>1/29/16</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <u>[Signature]</u> Approved: <u>yes</u> Date <u>1/29/2016</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 1/29/16



DEPARTMENT OF PUBLIC WORKS
168 N. EDWARDS STREET
INDEPENDENCE, CALIFORNIA
PHONE: (760) 878-0201
FAX: (760) 878-2001

**County of
INYO**

December 22, 2015

Whitney Portal Road Reconstruction
Federal Lands Access Program, FHWA

Parcels: 023-280-00,023-250-16,023-
290-00,023-250-08,023-250-18,023-
250-19,023-300-00,026-070-14

James Yannotta
Aqueduct Manager
Los Angeles Department of Water & Power
300 Mandich Street
Bishop, California 93514

Dear Mr. Yannotta:

The County of Inyo (County) wishes to obtain a highway easement for Whitney Portal Road. The easement is necessary for reconstruction and maintenance of the roadway. Project construction is scheduled to begin in early 2016.

Currently the Federal Highway Administration (FHWA) has a right-of-entry for construction with the expected acquisition by the County of a highway easement.

The County hereby offers to acquire an easement over portions of your property, and more particularly described in Exhibit "A" and Exhibit "B" attached hereto.

The property has been appraised by The Dore Group, a professional real estate appraiser retained by the FHWA and reviewed by HDR, Inc.

A fair market value appraisal of the property has been completed which indicates a value of \$10,118.00 for 5.11 acres of permanent roadway easements and \$779.00 for 1.18 acres of temporary construction being a total of \$10,897.00. Please see the enclosed copy of the appraisal report and legal descriptions for further details. The full amount of this appraisal is hereby offered to the LADWP for the required highway easement. It is requested that you prepare an easement deed for recordation and a temporary construction easement by March 1, 2016.

If you have questions please contact Chantel Brown at (760) 878-0204 or cbrown@inyocounty.us.

Sincerely,

Jeff Griffiths, Chairperson
County of Inyo Board of Supervisors

Enclosures:

1. Appraisal Review Report
2. Real Estate Appraisal Report
3. Exhibit A Legal Description
4. Exhibit B Legal Description



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 21

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

FROM: Parks and Recreation

FOR THE BOARD MEETING OF: February 9, 2016

SUBJECT: Request to Hire Four Seasonal Part Time Maintenance Helpers for the Parks and Recreation Dept.

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the requested positions come from the General Fund, concurred with by the Assistant Deputy County Administrator and Auditor Controller; and
- B) Where due to the seasonal nature of the position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment is appropriate to ensure qualified applicants apply, and
- C) Approve the hiring of four (4) seasonal Park and Campground Maintenance Helpers, Range PT50 (\$14.75-\$17.91),
- D) Contingent upon Board approval of future budgets.

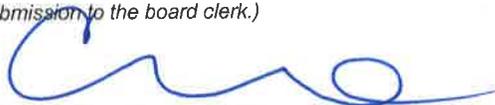
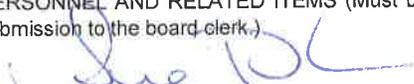
SUMMARY DISCUSSION:

Staff recommends filling the seasonal park and campground maintenance helper position from an established applicant list developed through an open recruitment.

ALTERNATIVES: Your Board could choose not to authorize filling the vacant positions, however, this is not recommended, as the functionality of the Parks and Recreation programs will suffer. When a seasonal maintenance helper position is vacant the park rangers require increased overtime and required to work their scheduled days off to maintain the general operating of the parks and campgrounds which is very busy at that time of year.

OTHER AGENCY INVOLVEMENT: Personnel

FINANCING: Funding for this position is included in the FY 2015-2016 Parks and Recreation Budget 076998 object code 5012.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>1/28/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>✓</u> Date <u>1/27/16</u>

DEPARTMENT HEAD SIGNATURE:

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



Date: 2/3/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:
AGENDA NUMBER

22

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: February 9, 2016

SUBJECT: Workshop - Information Services Projects and Priorities

DEPARTMENTAL RECOMMENDATION:

Request your Board A) receive an Information Services report on responsibilities and active and pending projects; and B) Set priorities for the Division for the projects discussed.

SUMMARY DISCUSSION:

Information Services will present a workshop informing the Board of active and pending Information Services projects and request the Board set priorities for the projects.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

Information Services provides support to all County departments.

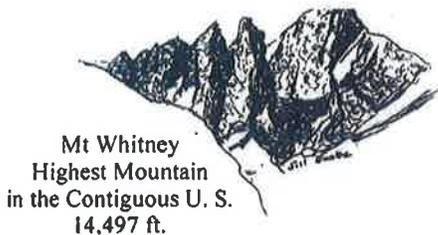
FINANCING:

Table with 2 columns: Role (County Counsel, Auditor/Controller, Personnel Director) and Description/Approval fields.

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

Handwritten signature

Date: 2/3/16



Inyo County Superintendent of Schools
Dr. Terence K. McAteer

23

Date: January 14, 2016

To: Inyo County Board of Supervisors

From: Dr. Terence K. McAteer, Inyo County Superintendent of Schools

Subject: **Order of Election and Request for Consolidated Election**

There have been no changes in the boundaries of the Inyo County Board of Education trustee areas.

The Inyo County Board of Education requests consolidation with the June 7, 2016 election.

Attached is the order of Election ratified at the Inyo County Board of Education meeting on January 12, 2016, and copies of the agenda and minutes of the meeting.

Respectfully,

Terence K. McAteer

ORDER OF ELECTION
Inyo County Board of Education
Resolution No. 2015-09

TO: Inyo County Clerk
FROM: Inyo County Board of Education

WHEREAS the election for Trustees of the Inyo County Board of Education is to be held on JUNE 7, 2016

NOW THEREFORE BE IT RESOLVED that at said election there will be a total of 2 offices to be voted upon to elect Trustees to serve until their terms expire (Ed. Code §1007) and,

The Trustee Areas up for election are: AREAS II AND IV

That Trustees for the Inyo County Board of Education are elected by Trustee Area. Candidates must qualify by area and only those voters residing within a trustee area may vote for candidates within that area and,

FURTHERMORE this election is to be held pursuant to Board action, and the Board has determined the following election particulars:

- A. Length of Candidates' Statements shall not exceed 200 words (Specify either 200 or 400 words (E.C. §13307a))
- B. The cost of the Candidates' Statements shall be paid by the candidates. (Specify candidate or district (E.C. §13307e))
- C. In the case of a tie vote, the election shall be determined by lot. (Specify by lot or run off election)
- D. That all election costs shall be paid by the County Board of Education in accordance with §10517 and 10520 of the California Elections Code. The Board hereby requests the Inyo County Clerk to provide all necessary assistance and services under these provisions.
- E. The Board requests that if our election is contained either wholly or in part within any other jurisdiction going to election on the same date that our election be consolidated with said election so that the same polling places may be used and only one form of ballot required. (E.C. §10403)

F. The County Board of Education hereby certifies that:

There have been no Trustee Area boundary changes since our last election

There have been changes to Trustee area boundaries since our last election as shown on the attached map and/or description.

IT IS HEREBY ORDERED that the Clerk of the Inyo County Board of Education shall deliver not less than 125 days prior to the date set for the election a copy of this Resolution and Order to the Inyo County Clerk and the Inyo County Board of Supervisors.

The foregoing Resolution and Order was adopted by a formal vote of the Inyo County Board of Education, being the Board authorized by law to make the designations therein contained on January 12th, 2016, by the following vote:

Ayes: 5

Noes: 0

Absent: 0

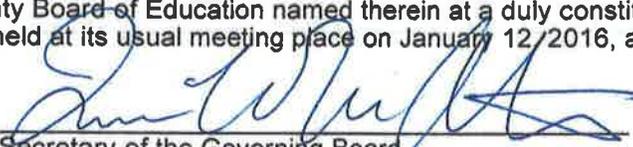
CERTIFICATION

STATE OF CALIFORNIA, County of Inyo

I hereby certify that the foregoing is a full, true, and correct transcript of a resolution duly adopted and affirmed by a formal vote of the members of the Inyo County Board of Education named therein at a duly constituted regular meeting of said Board which was open to the public, held at its usual meeting place on January 12, 2016, as it appears upon the minutes of said meeting of the Board

1/12/16
Date

(Signed)


Secretary of the Governing Board

at Bishop, California
Place Executed

INYO COUNTY BOARD OF EDUCATION
Meeting – Tuesday, January 12, 2016

Inyo County Superintendent of Schools
George Lozito Conference Room
166 Grandview Drive
Bishop, California

Regular Meeting 1:00 p.m.

AGENDA

- I. PRELIMINARY ACTION**
- A. Call to Order
 - B. Flag Salute
 - C. Roll Call/Quorum
 - D. Approval of the Agenda
- II. PUBLIC COMMENT SESSION**
At this point, members of the audience, staff and/or Board may make statements to the Board. Please be sure to obtain a handout regarding our meetings from the Board secretary, Kim Cash-Miller.
- III. PRESENTATIONS**
- A. Honoring former Science Camp Director/Teacher Jan Rhoades
 - B. Home Street Middle School Trip to UNR -- Ilissa Twomey
- IV. ACTION SESSION**
- A. General Functions of the Board
 - 1. Approval of Consent Agenda Action
 - a. Approval of Minutes (December 8, 2015 - Regular Meeting) (attached)
 - b. Budget Revisions (attached)
 - B. Business
 - 1. Acceptance of the 2014-15 Audit Report (Snyder) (attached) Action
 - 2. Ratify Order of Election Resolution 2015-09 (attached) Action
 - 3. Annual Review of Superintendent's Goals and Salary Information
 - C. Open Items
 - 1. Board/Superintendent Round Table Information
 - a. Community Reads
 - b. Community Star
 - c. Eastern Sierra Foundation Discussions
 - d. New Phone System
 - e. Administrative Retreat
 - f. Superintendent Search Questions
 - g. Superintendent Search Flier
 - h. Furniture Update
 - i. Revisions to Monthly Agendas
 - D. Correspondence
 - 1. Thank you cards from YouthBuild (attached) Information
 - 2. Thank you card from Home Street School Principal (attached) Information
- V. ADJOURNMENT - Next Meeting – Tuesday, February 23, 2016 – Inyo County Superintendent of Schools, Independence 1:00 p.m. (Regular Meeting)**

**INYO COUNTY BOARD OF EDUCATION
REGULAR MEETING OF THE BOARD OF TRUSTEES
MINUTES**

PRELIMINARY ACTION

1. Call To Order - The meeting was called to order at 1:03 p.m. at the Inyo County Superintendent of Schools office in Bishop, CA. A. Nash led the flag salute
2. Roll Call/Quorum - Roll call established a quorum with the following members present:

Chris Langley, Board President	Alden Nash, Vice President	Mary Kemp, Member
David Hefner, Member	LeeAnn Rasmuson, Member	

Staff: Terry McAteer	Kim Cash-Miller
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ICSOS Employee: Ilissa Twomey	Public: Jan Rhoades	Tiffany Randall
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Press: Terrance Vestal

3. Approval of the Agenda – L. Rasmuson moved, seconded by M. Kemp to approve the agenda. Motion carried 5-0.

PUBLIC COMMENT SESSION

1. There were no public comments.

PRESENTATIONS

1. T. McAteer and the Board thanked former Science Camp Director/Teacher Jan Rhoades for her service at the Bernasconi science camp for over 13 years.
2. Tiffany Randall and Ilissa Twomey gave a presentation on the 8th-grade UNR field trip.

ACTION SESSION

1. Consent Agenda – M. Kemp moved, seconded by D. Hefner to approve the consent agenda items including the minutes from December 8th and budget revisions. Motion carried 5-0.

BUSINESS

1. Acceptance of the 2014-15 Audit Report - M. Kemp moved, seconded by A. Nash to accept. Motion carried 5-0.
2. Ratify Order of Election 2015-09 – L. Rasmuson moved, seconded by D. Hefner to ratify. Motion carried 5-0.
3. Annual Review of Superintendent’s Goals – This item was not addressed since T. McAteer will be retiring in June.

OPEN SESSION

1. Board/Superintendent Round Table Report - T. McAteer discussed some of the projects we have been working on including Community Reads, our new phone system, the Superintendent search flyer, and the furniture update.

CORRESPONDENCE

1. Correspondence – Included thank you cards and letters from YouthBuild and Home Street School

ADJOURNMENT

The meeting adjourned at 2:12 p.m. to the next regular meeting: Tuesday, February 23rd, 2016 in Independence.

Respectfully submitted,

Terry McAteer, Inyo County Superintendent/Secretary to the Board