

Agenda

County of Inyo Board of Supervisors

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

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

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

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

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

July 19, 2016

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION.** (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). *Native American Heritage Commission v. Inyo County Planning Department and Inyo County Board of Supervisors*, Inyo County Superior Court Case No. SICVPT1557557 (Munro Petition for Writ of Mandate)
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9. (*one case*)
4. **CONFERENCE WITH LABOR NEGOTIATORS –** (Government Code Section 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 Probation 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.
5. **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS –** (Government Code Section 54956.8). Property: APNs 002-054-013 (on North Edwards Street in Independence) and 002-133-03 (on Clay Street in Independence). Agency Negotiators: Kevin Carunchio and Marshall Rudolph. Negotiating Parties: Inyo County and the Judicial Council of California. Under negotiation: Price and terms of payment.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

6. **REPORT ON CLOSED SESSION**
7. **PUBLIC COMMENT**
8. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

CONSENT AGENDA (Approval recommended by the County Administrator)

CLERK-RECORDER

9. Request Board authorize payment to AtPac in an amount of \$10,772 for the annual CRIis™ Software License Maintenance and Support Fee, contingent upon the adoption of the 2016-2017 budget.
10. Request Board approve payment to DFM Associates in an amount of \$13,738.80 for the annual DFM Associates Software License Maintenance and Support Fee, contingent upon the Board's adoption of the 2016-2017 annual budget.

COUNTY ADMINISTRATOR

11. ***Clerk of the Board*** – Request Board appoint Robert Winzenread to the Bishop Rural Fire Protection District Board, to complete a four-year term ending July 1, 2020. (*Notice of Vacancy resulted in request for appointment being received from Mr. Winzenread.*)
12. ***Information Services*** – Request Board ratify the renewal of a Software Maintenance Agreement between SunGuard Public Sector and the County of Inyo for the County's enterprise accounting system, IFAS, for the period of July 1, 2016 through June 30, 2017 in an amount not to exceed \$36,740, contingent on Board approval of the Fiscal Year 2016-2017 budget.

COUNTY COUNSEL

13. Request Board: 1) Receive and approve the 2016 Conflict of Interest Code Biennial Reports from the following County Departments (Attachments A.1. through A.8.): A.1. Clerk-Recorder; A.2. County Counsel; A.3. District Attorney; A.4. Planning; A.5. Probation; A.6. Sheriff; A.7. Treasurer-Tax Collector; A.8. Water; and 2) Receive and approve the amended Conflict of Interest Code for the following Departments (Attachments B.1. through B.3.): B.1. County Counsel; B.2. Planning; and B.3. Water.

PUBLIC WORKS

14. ***Roads*** – Request Board: A) Approve the sole-source contract between the County of Inyo and State of California for the preparation of the Annual Road Report, in an amount not to exceed \$4,000 for the Fiscal Year ending June 30, 2016; B) Designate the Road Commissioner to sign the Road Report per State Law; and C) Authorize the Road Commissioner to sign the contract, contingent upon the Board's adoption of the Fiscal Year 2016-2017 budget.
15. ***Roads*** – Request Board: A) Award the bid for the Inyo County/City of Bishop Slurry Seal Project to Environmental Concepts of Tehachapi, CA in the amount of \$264,204; B) Approve and award the construction contract for the project to Environmental Concepts of Tehachapi, CA in the amount of \$264,204; C) Authorize the Chairperson to execute the project contract, contingent upon obtaining appropriate signatures and the adoption of the Fiscal Year 2016-2017 budget; and D) Authorize the Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.
16. ***Buildings and Maintenance*** – Request Board: A) Award the bid for IPC Services to Terminix of Bishop, CA in the amount of \$5,985; B) Approve and award the contract for IPC Services to Terminix of Bishop, CA, for the period of July 1, 2016 through June 30, 2019, in the amount of \$17,955; and C) Authorize the Chairperson to execute the IPC Services contract, contingent upon obtaining appropriate signatures and the adoption of the Fiscal Year 2016-2017 and future budgets.

SHERIFF

17. Request Board: A) Approve MorphoTrust USA, Inc. as the sole-source provider for the annual maintenance of the two Livescan Fingerprint machines located at the Jail facility and the one at the Bishop PD; and B) Authorize payment to MorphoTrust USA, Inc. for the annual maintenance of the two Livescan Fingerprint machines located at the Jail facility and the one at

the Bishop PD, in the amount of \$16,000, contingent upon the adoption of the Fiscal Year 2016-2017 budget.

18. **Veteran Service Office** – Request Board approve and authorize the Chairperson to sign the Subvention and Medi-Cal Certificate of Compliance for Fiscal Year 2016-2017

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

19. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board: (A) Review the proposed Federal Fiscal Year 2016 Emergency Management Performance Grant (EMPG) Program Application and, if deemed acceptable; (B) Approve the submittal of the Federal Fiscal Year 2016 Emergency Management Performance Grant (EMPG) Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents by approving "Governing Board Resolution No. 2016-_____" designating the County Administrator/Director of Emergency Services as the County's Authorized Agent to execute for, and on behalf of Inyo County, an application to be filed with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub awarded through the State of California; and (C) authorize the Chairperson to sign the Resolution Addendum letter; and D) direct the County Administrator, if the County is awarded a 2016 EMPG award, to execute any grant awards only upon adoption of the Fiscal Year 2016-2017 County Budget with the inclusion of the necessary budget to provide identified match funding, and the inclusion of the position of Emergency Services Manager in the Authorized Staffing.
20. **PUBLIC WORKS** – Request Board A) Choose not to enter into a grant agreement with the State Parks to complete a partially funded grant; and B) Authorize the Public Works Director to complete steps necessary to withdraw the grant application, so that the County can apply for the entire project in a future year.
21. **WATER DEPARTMENT** – Request Board consider and approve a draft letter to the California Water Commission concerning the California Department of Water Resources recommendation to deny Inyo County's request to subdivide the Owens Valley Groundwater Basin into two subbasins, and direct the Board Chair to sign.
22. **PLANNING DEPARTMENT** – Request Board receive a presentation from staff regarding the status of the RETI 2.0 and provide direction.
23. **PROBATION** – Request Board: A) Review the Community Recidivism Reduction Grant proposal received in response to the Request for Proposals; B) Receive a recommendation from Chief Probation Officer Jeff Thomson as the Community Corrections Partnership Chairperson and member of the Community Recidivism Reduction Grant Review Committee; C) Award the Community Recidivism Reduction Grant, as allocated to Inyo County, to United Methodist Social Services; D) Direct Probation staff to prepare a contract between Inyo County and United Methodist Social Services for the period of August 1, 2016 through February 19, 2020 in the amount of \$15,000, in accordance with the Community Recidivism Reduction Grant guidelines, County requirements/procedures, and the Board's directives as a result of this Board meeting; and E) Authorize County Administrative Office Kevin Carunchio to sign the contract after the contract has been finalized and all signatures have been obtained.
24. **PROBATION** – Request Board: A) Review, make comments, changes, additions, modifications, and/or omissions to the rules, regulations, and administrative policy for the Probation Department's Electronic Monitoring Program and; thereafter B) approve the Probation Department's Electronic Monitoring Program as modified.
25. **COUNTY ADMINISTRATOR – Integrated Waste Management** – Request Board find that consistent with the adopted Authorized Position Review Policy that: A) The availability of funding for an Equipment Operator position exists in the Solid Waste budget as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) Where initial candidates meet the qualifications of the position, the vacancy could possibly be filled through an internal recruitment, however it would be more appropriate to fill the position through an open recruitment; and C) Hire one Equipment Operator I, at Range 58 (\$3,310 - \$4,027), or Equipment Operator II, at Range 60 (\$3,472 - \$4,216), depending on the qualifications.
26. **COUNTY ADMINISTRATOR – Personnel** – Request Board designate and authorize the County Administrator to sign a personal services contract (draft attached) with Brandon Shults for Senior Deputy County Administrator at Range 92 (\$7,310 - \$8,885) Step E.

27. **CLERK OF THE BOARD** – Request approval of the minutes of the Boards of Supervisors regular meeting of June 21, 2016.

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

- 11:30 a.m. 28. **PLANNING DEPARTMENT** – Request Board receive a Draft Forest Plan Revision and Draft Environmental Impact Statement overview and analysis from staff and provide input and direction to prepare a comment letter to the Inyo National Forest.

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

29. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

30. **AUDITOR-CONTROLLER** – Notice that in accordance with Section 26905 and 26921 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on June 30, 2016 and that the count showed the funds to be in balance, pending written verification of inactive accounts.
31. **SHERIFF** – Sheriff and Jail Overtime Report for the month of May 2016.



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 9
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FROM: Kammi Foote, Inyo County Clerk-Recorder

FOR THE BOARD MEETING OF: July 19, 2016

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

DEPARTMENTAL RECOMMENDATIONS:

Request Board authorize payment to AtPac in an amount of \$10,772.00 for the annual CRIis™ Software License Maintenance and Support Fee contingent upon the adoption of the 2016-2017 budget.

SUMMARY DISCUSSION:

AtPac is the sole source provider of the Recorder's Cashiering and Imaging System (CRIis™). CRIis™ is the cashiering system for the Clerk/Recorder & Elections Departments. It is also the software system that facilitates most of the functions of the Clerk and Recorder Departments including recording land documents, issuing Marriage Licenses, indexing and issuing certified copies of Birth, Death and Marriage Records as well as indexing Fictitious Business Name Statements, Notary Bonds and Loyalty Oaths. The payment of this annual CRIis™ license fee is a requirement of continuing to use the software as per our program license agreement.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT: N/A

FINANCING:

There are sufficient funds for this annual payment in the Recorder's Micrographic fund (023401-5311), contingent upon the adoption of the 2016-2017 budget.

APPROVALS

COUNTY COUNSEL:

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

Approved: Yes Date 7/6/16

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

Approved: yes Date 7/6/2016

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7/6/16

Sole Source Justification Form

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

This is a sole source because:

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

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

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

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service. Please see attached exhibit "A"	
DEPARTMENT CONTACT PERSON & TITLE Kammi Foote	
DEPARTMENT NAME Clerk-Recorder	PHONE 760-878-0224
REQUESTED SUPPLIER/CONSULTANT NAME AtPac/CRiis	SUPPLIER CONTACT PERSON Frederick Garcia, President
SUPPLIER ADDRESS 13300 New Airport Road, Suite 101	SUPPLIER CONTACT'S PHONE NUMBER 530-887-2258

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



Signature of Requestor

4/30/2016

Date

Exhibit "A"

AtPac has been the sole source provider of the Recorder's Cashiering and Imaging System (CRIis™) since 2000. CRIis™ is the cashiering system for the Clerk/Recorder & Elections Departments. CRiss is also the software system that facilitates the majority of the functions of the Clerk and Recorder Departments including recording land documents, issuing Marriage Licenses, indexing and issuing certified copies of Birth, Death and Marriage Records as well as indexing Fictitious Business Name Statements, Notary Bonds and Loyalty Oaths. The Sole Source contract is justified for several reasons:

1. A substantial amount of funds, time and energy has been allocated to converting paper records to Microgrpahics in a TIFF-4 format. Migrating to a new software system would result in excess costs associated with converting all recorded Birth, Death and Marriage records from 1905-current, all Land Records from 1980-current and all Fictitious Business Names Statements from 1982-current from TIFF-4 to PDF-A – a relatively new regulatory requirement of Trusted Systems.
2. The risk of losing crucial data in a data conversion is high and these particular documents require permanent record retention.
3. There would be a significant cost associated with training staff on a new system to perform a majority of functions within the Department.
4. Since Inyo County has been under contract for sixteen years, the annual software license of just over \$10,000 per year is below market for a new software system.
5. The current software system works well for the department, has 24 hour support and is well suited to our needs.

Invoice



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

Date	Invoice #
5/1/2016	2016049

Bill To:

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

Products - Services	Fee Descriptions	Amount(s)
REFERENCE CRIis PROGRAM LICENSE AGREEMENT		
	CRIis Software License Maintenance and Support Fee Annual License July 01, 2016 to June 30, 2017	10,080.00
	Sales Tax	0.00
Thank you for your business.		
Total →		\$10,080.00

Invoice



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

Date	Invoice #
5/1/2016	2016050

Bill To:

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

Products - Services	Fee Descriptions	Amount(s)
Cyberscience License Annual Renewal and Software Support Services July 01, 2016 to June 30, 2017		692.00
Sales Tax		0.00
Total →		\$692.00

Thank you for your business.

CRIS PROGRAM LICENSE AGREEMENT

	between	
	and	<i>AtPac</i>
County of Inyo 168 North Edwards Street Independence, California 93526 Attn: Beverly J. Harry (760) 878-0220 (760) 878-2298/Fax		10113 Alta Sierra Drive, Suite 102 Grass Valley, California 95949 Attn: James P. Maclam (530) 272-0596 (530) 272-5098/Fax
as Licensee		as Licensor

Recitals

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

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

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

Now therefore, the parties mutually agree as follows:

1. License.

1.1 Type; Fees.

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

1.2 Package.

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

1.3 Acceptance; Termination

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

Agreement upon ninety (90) days prior written notice.

1.4 Package Use.

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

168 North Edwards Street, Independence, California

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

2. Terms and Conditions

2.1 Definitions

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

2.2 Proprietary Rights; Non-disclosure.

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

2.3 Notice of Rights

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

2.4 Notice of Unauthorized Use.

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

2.5 Reproduction

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

2.6 Copies; Audit

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

2.7 Default.

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

2.8 Duty Upon Termination.

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

2.9 Liens.

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

2.10 Insolvency.

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

2.11 Notice.

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

2.12 Assignability

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

2.13 Taxes.

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

2.14 Delays.

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

2.15 Arbitration.

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

2.16 Attorney's Fees.

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

2.17 Injunctive Relief.

If the Licensee attempts to use, copy, license or convey the items supplied by the Licensor under

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

2.18 Warranty.

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

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

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

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

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

2.19 Waiver.

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

2.20 Limitations of Actions.

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

2.21 Integration.

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

2.22 Governing Law.

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

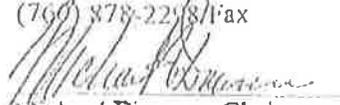
2.23 Acknowledgment.

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

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

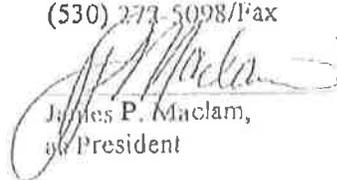
Licensee

County of Inyo
168 North Edwards Street
Independence, California 93526
Attn: Beverly J. Harry
(760) 878-0220
(760) 878-2288/Fax

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

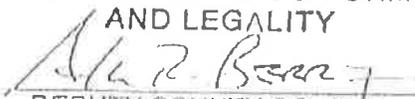
Licensor

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

 _____ (Date)
James P. Maclam,
President

3/21/2000

APPROVED AS TO FORM
AND LEGALITY


DEPUTY COUNTY COUNSEL

ATTACHMENT A LICENSE AGREEMENT

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

Licensee: County of Inyo

and

Licensor: *AI Pac*

1. Term.

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

2. Fees, Annual Fee(s).

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

Annual Maintenance, Support, Service Fees.

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

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

File Conversion, File Recovery, Implementation, and Training Fees.

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

Other Services, Materials.

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

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

3. Computer Serial Number and Identification.

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

4. *CRUs* Products & Services Functional Descriptions.

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

- Telephonic response to initial problem or procedural call from Licensee shall be within one (1) hour of notification to Licensor office or Licensor on-call personnel.
- Electronic problem reporting shall be from the application software module *CRUs* Log.
- Licensor and Licensee personnel shall coordinate problem escalation from initial telephone and dial-in support to on-site support. Fees for on-site support shall be determined prior to the dispatch of Licensor personnel and agreed to by authorized representatives of both parties.
- Revisions and Releases of *CRUs* application software will be coordinated between Licensor and Licensee personnel. The procedure for such revisions and releases as they occur from time-to-time shall be for the initial implementation in the identified "test" system with implementation into the "production" system as agreed to by the parties.
- Training beyond 5 days shall be provided, for the hourly fees identified on Page 1 of this Attachment, under Other Services, Materials, at the Licensor training facilities or at Licensee site, as agreed to by the Licensor and Licensee, from time-to-time.
- Custom programming and consulting services shall be provided for the Licensee, for the hourly fees indicated on Page 1 of this Attachment, under Other Services, Materials, and as agreed to by the Licensor and Licensee, in writing, from time-to-time.

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

ITEM

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

ITEM

PC Terminal Emulation (CQCS)
Dumb Terminal Emulation
ANSI Standard

ITEM

Clerk's Office *CRU*
Fictitious Businesses
Marriage Licenses
Notary Public
Professional Photocopier
Domestic Partners
Public Inquiry
3.5" Floppy Disk

ITEM

Vital Records *CRU*
Birth Certificates
Death Certificates
Marriage Licenses
Public Inquiry
3.5" Floppy Disk

ITEM

Real Property Records *CRU*
Data Indexing & Verification
Public Inquiry
Remote Inquiry
Networked Inquiry

ITEM

Imaging *CRU*
Scanning
Storage
Public Inquiry
Remote Inquiry
Networked Inquiry

ITEM

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

ITEM

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

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

ITEM

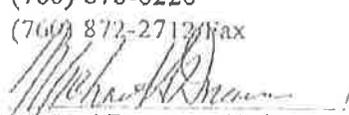
Taxes (Federal, State, Local, Other) are not included.

5. Executed

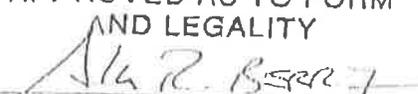
This Attachment A to the *CRUs* License Agreement is executed on the date and in the place indicated below:

Licensee:

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

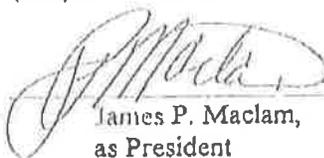

Michael Dorame, Chairperson
Inyo County Board of Supervisors

APPROVED AS TO FORM
AND LEGALITY


DEPUTY COUNTY COUNCIL

Licensor:

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


James P. Maclam,
as President

3/21/2008
(Date)

AcPac

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

ESCROW AGREEMENT MEMORANDUM

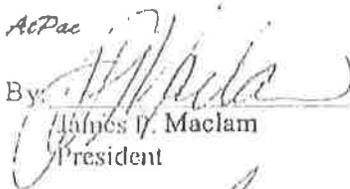
TO: James E. Strachan
Attorney at Law
625 The City Drive South, Suite 440
Orange, California 92668

RE: *CRUs*[™] Source Code Escrow for Inyo County Recorder

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

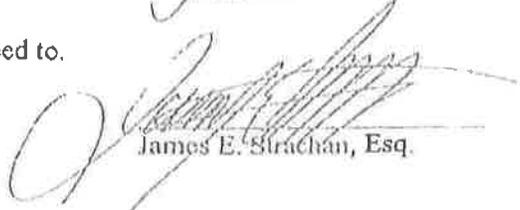
In the event that *AcPac*, the Licensor of the *CRUs*[™] Software, shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or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

AcPac

By: 

James P. Maclam
President

The above terms and conditions are agreed to.


James E. Strachan, Esq.

Cyberscience Corporation

Tri-Partite License Agreement

This Tri-Partite License Agreement ("AGREEMENT") number 4421 is made this 5th day of July, 2000, by and between: CYBERSCIENCE CORPORATION, a Colorado Corporation, located at 10055 E. Harvard Avenue, Denver, Colorado 80231, hereafter called "CYBERSCIENCE", and the following Value Added Reseller: and the following End User:

AtPac
10113 Alta Sierra Dr.
Grass Valley, California 95949

Inyo County
168 N. Edwards Street
Independence, California 93526

hereafter called the "VAR"

hereafter called the "END USER".

1. DEFINITIONS

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

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

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

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

2. TERM

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

3. LICENSE

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

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

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

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

4. LICENSE FEES AND PAYMENTS

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

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

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

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

5. SUPPORT SERVICES

END USER shall order software support services from the VAR.

6. END USER REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

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

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

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

7. OWNERSHIP / TITLE

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

8. CONFIDENTIALITY AND PUBLICITY

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

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

9. LIMITED WARRANTIES/LIMITATION OF LIABILITY

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

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

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

10. PATENT/COPYRIGHT INDEMNITY

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

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

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

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

11. TERMINATION AND SUSPENSION

- 11.1. The END USER may terminate this agreement at any time upon thirty days notice to the other parties, and only after complying with the terms of Paragraph 11.5.
- 11.2. Either CYBERSCIENCE or the END USER may, upon written notice to the other parties, immediately terminate this agreement at any time in the event of a breach of Paragraph 8.1 by CYBERSCIENCE or the END USER.
- 11.3. CYBERSCIENCE may terminate this AGREEMENT immediately upon written notice to the other parties if:
 - 11.3.1. The END USER fails to pay the LICENSE FEE within the terms of Paragraph 4.
 - 11.3.2. If the END USER files a petition under any provision of the Federal Bankruptcy Code or any state law relating to insolvency or any such petition is filed against either party, unless such petition and all proceedings thereunder are dismissed within thirty days from such filing; or a trustee or receiver is appointed for all or any assets, unless such appointment is vacated or dismissed within thirty days from the date of such appointment, or the affected party is adjudicated insolvent or bankrupt
 - 11.3.3. If any of the END USER's voting interests or any partnership interest (whichever is applicable) is acquired by a competitor of CYBERSCIENCE.
- 11.4. In the event of any other default hereunder which is not cured within thirty days of written notice, CYBERSCIENCE may immediately terminate this AGREEMENT.
- 11.5. In the event of any termination of this AGREEMENT, the END USER shall immediately deliver to CYBERSCIENCE all originals and copies of the SOFTWARE in the END USER's possession. The END USER shall certify in writing to CYBERSCIENCE that the END USER has complied with this obligation.
- 11.6. Termination of this agreement by any party will not result in the refund of any money to the END USER or the VAR by CYBERSCIENCE.

12. RELATIONSHIP OF PARTIES

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

13. ASSIGNMENT

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

14. NOTICE

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

15. MISCELLANEOUS

- 15.1. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective permitted heirs, executors, personal representatives, successors and assigns.
- 15.2. This AGREEMENT, together with any Exhibits attached hereto, constitutes the entire agreement of the parties and supersedes prior proposals, agreements and representations between them, whether written or oral. This AGREEMENT may not be modified, changed or amended in any manner except by instrument in writing signed by the parties hereto. It is expressly agreed that any terms and conditions of the END USER or VAR's purchase order shall be superseded by the terms and conditions of the AGREEMENT.
- 15.3. The paragraph headings herein are inserted for convenience of reference only and do not define, limit or proscribe the scope of this AGREEMENT or any Exhibit attached hereto.
- 15.4. In the event any provision of this AGREEMENT is held to be invalid or unenforceable, the remaining provisions of this AGREEMENT will remain in full force and effect. Any waiver hereunder by any party must be in writing and signed by the party to be charged. No waiver by any party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by any party of the same or any other provision.
- 15.5. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, covenant, obligation and provision hereof, and that failure to timely perform any of the terms, conditions, covenants, obligations or provisions hereof by either party shall constitute a breach of and a default under this AGREEMENT by the party so failing to perform.
- 15.6. The parties hereto acknowledge and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT or any amendments or Exhibits hereto.
- 15.7. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Colorado. Any action relating to this AGREEMENT brought by the VAR or the END USER against CYBERSCIENCE will be instituted in a State or Federal Court in the State of Colorado.

16. SOFTWARE LICENSE INFORMATION

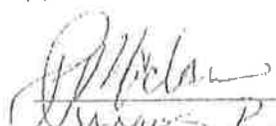
Item	Quantity	Concurrent User(s)	SOFTWARE CLASS Definition(s)	CPU	Serial Number	LICENSE FEE	ANNUAL SUPPORT FEE
1	1	2	CQ DM	Intel Pentium Single Processor	N/A		
2	1	5	CQ RT	Intel Pentium Single Processor	N/A		
3	1	5	CS RT	Intel Pentium Single Processor	N/A		
TOTAL FEES:						PER PURCHASE ORDER	

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

for CYBERSCIENCE: Cyberscience Corporation,
a Colorado Corporation

for the VAR: *C. J. P. Co.*

By: 
 Print Name: Michael Brown
 Title: Vice President, Operations

By: 
 Print Name: THOMAS P. McCLAIN
 Title: CEO

for the END USER:
 By: 
 Print Name: Beverly S. Harry
 Title: Sayo County Clerk/Recorder

Exhibit "A"

CYBERSCIENCE LICENSE CLASS DEFINITIONS

SOFTWARE COMPONENT DEFINITIONS

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

SOFTWARE CLASS DEFINITIONS FOR SERVER & HOST BASED SOFTWARE LICENSES

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

SOFTWARE CLASS DEFINITIONS FOR CLIENT BASED SOFTWARE LICENSES

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

Cyberscience Corporation

Amendment

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

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

CQCS CPU Upgrade for the following Site:

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

1. Upgraded License

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

The existing SOFTWARE Licensed under the Agreement is:

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

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

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

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

2. Upgrade Fee

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

3. Entire Agreement

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

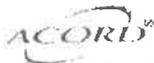
IN WITNESS WHEREOF, this AGREEMENT has been executed as of March 2, 2004.
 for CYBERSCIENCE: _____ for the VAR: *ACD*

Cyberscience Corporation,
 a Colorado corporation

By: *[Signature]*
 Print Name: Nigel Brownjohn
 Title: Executive Vice President

By: *[Signature]*
 Print Name: J. P. MacLean
 Title: PRESIDENT
 Date: 3/3/04

for the END USER:
 By: *[Signature]*
 Print Name: Beverly J. Hays
 Title: Inyo County Recorder
 Date: March 4, 2004



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
12/17/2013

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

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

PRODUCER
Wells Fargo Ins Svs USA IncCADOI008408
131 Mill Street
Grass Valley CA 95945-4701

CONTACT NAME: Amy Galloway
PHONE (AG, HP, FS): (530) 273-7223 FAX (AG, HP, FS): (530) 273-8114
E-MAIL ADDRESS: amy.galloway@wellsfargo.com

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

INSURED
ATPAC
13300 New Airport Rd, Ste 101
Auburn CA 95602-
(530) 897-2249

COVERAGES

CERTIFICATE NUMBER: Cert ID 415873

REVISION NUMBER:

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

INSURANCE TYPE	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY EFF. DATE (MMDDYYYY)	POLICY EXPIRATION DATE (MMDDYYYY)	LIMITS
GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY	CLAIMS MADE / OCCUR				EACH OCCURRENCE DAMAGE TO BODILY PROPERTY (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPOUND AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:					C (SCHEDULED SINGLE LIMIT) (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per occurrence)
	UMBRELLA LIAB EXCESS LIAB	OCCUR CLAIMS MADE				EACH OCCURRENCE AGGREGATE
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ANY EMPLOYEE OR PART-TIME EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - INJURY LIMIT
A	Professional Liability		PH80893743	1/17/2014	1/17/2015	\$ 1,000,000

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

CERTIFICATE HOLDER

Inyo County Clerk/Recorder
168 N. Edwards St.
Independence CA 93526

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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: Kammi Foote, Clerk-Recorder and Registrar of Voters

FOR THE BOARD MEETING OF: JULY 19, 2016

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

DEPARTMENTAL RECOMMENDATION:

Request Board approve payment to DFM Associates in an amount of \$13,738.80 for the annual DFM Associates Software License Maintenance and Support Fee, contingent upon the Board's adoption of the 2016/2017 annual budget.

SUMMARY DISCUSSION:

On April 24, 2007 the Inyo County Board of Supervisors declared DFM Associates as the sole source provider for voter registration software and approved a contract between the County of Inyo and DFM Associates for use of their EMS voter registration system. Per the Board approved contract, the initial term of the lease was "Sixty (60) months from the installation of the EIMS and continuing thereafter until the next following June 30th". The entire amount to fulfill the financial obligations under the initial lease terms of the contract was encumbered in the 2007-2008 fiscal year. Payments were made to DFM Associates monthly from July 1, 2007 to June 30, 2012.

According to the Article 9 of the contract, "After the expiration of the initial term, this Agreement will automatically continue with respect to such Specified DFM Software or such Specified Consulting Services on a year to year basis, unless either party gives the other written notice..."

This request is to authorize an annual payment in the amount of \$13,738.80 to continue the lease with DFM Associates for the term of July 1, 2016 – June 30, 2017.

ALTERNATIVES:

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

FINANCING:

This annual payment will be made from the Elections Budget – General Operating Expenses (011000-5311), contingent upon the adoption of the 2016-2017 budget.

APPROVALS

COUNTY COUNSEL:



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

Approved: Yes Date: 7/1/16

AUDITOR/CONTROLLER:



ACCOUNTING/FINANCE AND RELATED ITEMS *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)*

Approved: yes Date: 7/6/2016

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)



7/6/16 Date:

Sole Source Justification Form

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

This is a sole source because:

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

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

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

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

Description of Item or Service.

Please see attached exhibit "A"

DEPARTMENT CONTACT PERSON & TITLE
Kammi Foote

DEPARTMENT NAME
Elections

PHONE
760-878-0224

REQUESTED SUPPLIER/CONSULTANT NAME

SUPPLIER CONTACT PERSON

DFM Associates

Jeff Diebolt

SUPPLIER ADDRESS

SUPPLIER CONTACT'S PHONE NUMBER

10 Chrysler # A, Irvine, CA 92618

(949) 859-8700

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



Signature of Requestor



Date

Exhibit "A"

On April 24, 2007 the Inyo County Board of Supervisors declared DFM Associates as the sole source provider for voter registration software and approved a contract between the County of Inyo and DFM Associates for use of their EMS voter registration system. Per the Board approved contract, the initial term of the lease was "Sixty (60) months from the installation of the EIMS and continuing thereafter until the next following June 30th."

According to the Article 9 of the contract, "After the expiration of the initial term, this Agreement will automatically continue with respect to such Specified DFM Software or such Specified Consulting Services on a year to year basis, unless either party gives the other written notice..." Sole-source is justified for this software for the following reasons:

1. A substantial amount of funds, time and energy has been invested in training to use the system. There would be a significant cost associated with training staff on a new system to perform a majority of functions within the Department.
2. DFM is one of only two voter registration systems certified for use with VoteCal – the California Statewide database, which we are currently in the process of fully implementing.
3. November 8, 2016 is a Presidential Election year and I would not recommend changing an existing software vendor during this critical election cycle.
4. The current software system works well for the department, has 24 hour support and is well suited to our needs.



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

Invoice

Date	Invoice #
7/1/2016	40895

Bill To

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

Ship To

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

P.O. Number		Terms	Ship		S.O. No.
		Net 30			
Quantity	Item Code	Description	U/M	Price Each	Amount
12	CA - Inyo	EIMS Monthly Lease Annual invoices requested per Kammi Foote in e-mail dated 6/6/13 Annual Invoice: For the months of July 2016 - June 2017 Sales Tax Inyo County Combined		1,144.90	13,738.80
				8.00%	0.00
				Total	\$13,738.80

In the Rooms of the Board of Supervisors

County of Inyo, State of California

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

Clerk-Recorder/
New Voter
Registration
System

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

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

Days of APRIL 2007



RONALD JULIFF

Clerk of the Board of Supervisors

By

Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing

CC _____
Purchasing _____
Personnel _____
Auditor _____
CAO _____
Other Clerk-Recorder _____

DATE: May 2, 2007

DFM ASSOCIATES
MASTER AGREEMENT
INYO COUNTY

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

RECITALS

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

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

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

TERMS AND CONDITIONS

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

File Maintenance refers to the ability to update a database.

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

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

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

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

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

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

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

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

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

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

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

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

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

**EIMS for Windows
Hardware Configuration**

Hardware Addendum

Part Number	Description	Quantity	Price	Ext Price
231292608	EIMS for Windows Data and Application Server	1	4,767.00	4,767.00
	PowerEdge 860 Intel® Dual Core Xeon™ processor at 2.4GHz	1		
	Operating System: Windows 2003 Server, Standard Edition with 5 Client Licenses	1		
	2GB DDR2 533MHz (4X512MB), Single Ranked DIMMs	1		
	2 x 169GB 7.2K RPM SATA HDD	1		
	No Floppy Drive	1		
	Dual On-Board NICs	1		
	48X IDE CD-RW/DVD	1		
	5 Additional CALs for Windows 2003 Server (Standard or Enterprise)	1		
	Electronic Documentation and OpenManage CD Kit	1		
	Basic Support	1		
	OG SQL Svr 2005 Std Ed	1		
	SQL Svr Media	10		
	OG SQL Svr 2005 CAL	10	66.26	662.60
MST-R19-00191 WRPRC010 22001979	Wdws Terminal Svr CAL 2k3 Eng OLP NL Loc	1	189.26	189.26
	Business Objects Crystal Reports V10 Standard	1	285.99	285.99
	Adobe Acrobat 8.0 Standard - Windows Edition	1		
bcpwdet	EIMS for Windows ScanStations	1	1,115.00	1,115.00
	OptiPlex 320 MiniTower Intel® Pentium® 4 Processor	1	6.12	6.12
	USB Cable	1	600.00	600.00
	Scanning Software License (LeadTools - Req'd)	1	3,499.99	3,499.99
DFM-LTJc PA03277	Fujitsu 4340C Scanner	1		
	EIMS for Windows Printers & Barcode Readers			
LZ310-WDP	Worthington Laser Scanner (Barcode Reader)	3	599.00	1,797.00
	Dymo Labelwriter 400 Turbo USB	3	129.99	389.97
				13,312.93
Total Hardware and 3rd Party (non-DFM) Software Costs			6,000.00	
Hardware Configuration, procurement & Installation Fee (Note 3)			20,000.00	
Data Conversion/EIMS Software Installation/Training			7.75%	
Sales Tax			3,046.75	
Estimates Shipping (Allowance)			500.00	
Grand Total			42,859.68	

Monthly Lease Fee 1000.00
 Semaphore Corp ZP4 Address Standardization Software (Subscription) 1 600.00 Annual

NOTES:

- (1) Hardware costs are estimates based on current pricing
- (2) Network Hardware (hubs/switches/wiring) to be supplied by the county
- (3) This fee is not charged if the county purchases hardware direct and installs hardware

EIMS™ for Windows SOFTWARE ADDENDUM

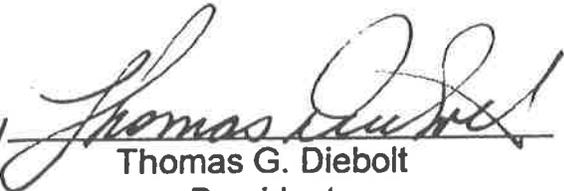
WHEN SIGNED ON BEHALF OF THE COUNTY AND DFM
THIS ADDENDUM SHALL BECOME A PART OF THAT
CERTAIN MASTER AGREEMENT, DATED AS OF _____, 2007
("MASTER AGREEMENT")

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

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

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

DFM ASSOCIATES, a California Corporation

By 
Thomas G. Diebolt
President

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

By 
Chairperson
Its Baord of Supervisors

EXHIBIT A

EIMS® for Windows includes the following functional Modules:

Precinct/District

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

Street Guide

Create and maintain street segments and their relationship to precincts.

Office/Incumbent

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

Voters

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

Affidavit Tracking

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

Officers/Polling Places

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

Maintain history.

Election Workspace

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

Petition Checking

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

Resources

Manage county specific information and options.

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

ARTICLE 2. COMPUTER HARDWARE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3.
RIGHT TO USE DFM SOFTWARE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. CONSULTING SERVICES

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

ARTICLE 5. OBLIGATIONS AND RESPONSIBILITIES OF THE COUNTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. WARRANTIES AND LIMITATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8. HOLD HARMLESS _ COPYRIGHTS, PATENTS AND LICENSES

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

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

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

ARTICLE 9. TERM

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

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

ARTICLE 10. RIGHT TO TERMINATE OR SUSPEND PERFORMANCE; BREACHES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.5 Obligations of the County At Expiration of Transition Period.

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

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

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

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

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

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

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

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

ARTICLE 11. NO JOINT VENTURE

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

ARTICLE 12. INJUNCTIVE RELIEF

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

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

**ARTICLE 13.
MISCELLANEOUS PROVISIONS**

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

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

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

If to the County: _____

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

13.3 Not used.

13.4 Not used.

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

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

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

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

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

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

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

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

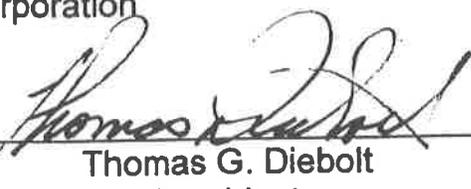
13.12 Applicable Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws, and not the laws pertaining to conflicts or choice of laws, of the State of California applicable to agreements made and to be performed wholly within the State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

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

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

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

DFM ASSOCIATES, a California Corporation

By 
Thomas G. Diebolt
President

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

By 
Chairperson
Its Board of Supervisors

EIMS™ for Windows SOFTWARE ADDENDUM

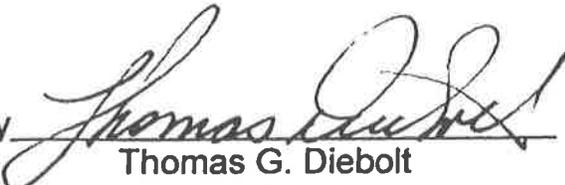
WHEN SIGNED ON BEHALF OF THE COUNTY AND DFM
THIS ADDENDUM SHALL BECOME A PART OF THAT
CERTAIN MASTER AGREEMENT, DATED AS OF _____, 2007
("MASTER AGREEMENT")

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

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

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

DFM ASSOCIATES, a California Corporation

By 
Thomas G. Diebolt
President

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

By 
Chairperson
Its Baord of Supervisors

EXHIBIT A

EIMS® for Windows includes the following functional Modules:

Precinct/District

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

Street Guide

Create and maintain street segments and their relationship to precincts.

Office/Incumbent

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

Voters

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

Affidavit Tracking

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

Officers/Polling Places

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

Maintain history.

Election Workspace

Manage Election definitions including contests, candidates and measures. Provides

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

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

ballot voters.

Petition Checking

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

Resources

Manage county specific information and options.

INYO COUNTY VOTER REGISTRATION SYSTEM DATABASE PROJECT STATEMENT OF WORK

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

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

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

Deliverables (Inyo County)

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

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

Deliverables (DFM)

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 11

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

FROM: County Administrator, Clerk of the Board

FOR THE BOARD MEETING OF: July 19, 2016

SUBJECT: Bishop Rural Fire Protection District Board Appointment

DEPARTMENTAL RECOMMENDATION: - Request Board appoint Robert Winzenread to the Bishop Rural Fire Protection District Board, to complete a four-year term ending July 1, 2020. (*Notice of Vacancy resulted in request for appointment being received from Mr. Winzenread.*)

SUMMARY DISCUSSION: Your Board is the appointing authority for the Bishop Rural Fire Protection District. The appropriate notice of vacancy was published per your Board's policy, for the term that expired July 1, 2016. Requests for reappointment were received from Mr. Winzenread, whose reappointment has been endorsed by the Bishop Rural Fire Protection District Chairman. Therefore, it is recommended that your Board re-appoint Mr. Winzenread to the Board of Trustees as recommended.

ALTERNATIVES: - Your Board could choose to not make the appointments from the current applicant pool. This alternative is not recommended in that delays in making the appointment could hinder the District's ability to operate.

OTHER AGENCY INVOLVEMENT: - N/A

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

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



BISHOP RURAL FIRE PROTECTION DISTRICT

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

Ray G. Seguire, Fire Chief

July 7, 2016

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

Dear Board of Supervisors:

We are writing on behalf of Mr. Robert Winzenread whose current term on our board is expiring.

Mr. Winzenread has expressed his interest in continuing to serve in this capacity and his desire to be reappointed to our board. He has been an active and valuable member of our board for several years.

We, the remaining board members, fully endorse Mr. Winzenread as a candidate to fill this position.

We therefore ask that you reappoint Mr. Robert Winzenread to another term on the Board of Commissioners of the Bishop Fire Protection District.

Sincerely,

A handwritten signature in blue ink, which appears to read "Michael Helland", is enclosed within a blue oval outline.

Michael Helland
Board Chairman



BOARD OF SUPERVISORS COUNTY OF INYO

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

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

KEVIN D. CARUNCHIO
Clerk of the Board

NOTICE OF VACANCY BISHOP RURAL FIRE PROTECTION DISTRICT

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill one vacancy on the Bishop Rural Fire Protection District Board of Fire Commissioners, to complete a four-year term ending July 1, 2020.

If you are interested in serving as a Fire Commissioner on the Bishop Rural Fire Protection District, please submit your request for appointment on or before 5:00 p.m., June 13, 2016, to the Board of Supervisors at P. O. Drawer N, Independence, CA 93526.

Attention Legal Notices:

PLEASE PUBLISH IN THE May 28, 2016 issue of the Inyo Register.

Thank you,
Kelley Williams



BISHOP RURAL FIRE PROTECTION DISTRICT

P.O. Box 1236, Bishop, CA 93515

(760) 873-5485

Ray G. Seguire, Fire Chief

May 16, 2016

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

Dear Mrs. Williams,

SUBJECT: BISHOP RURAL FIRE PROTECTION DISTRICT, FIRE COMMISSIONER
APPOINTMENT

July 2016, Commissioner Winzenread, current term is up. He has indicated that he will be seeking reappointment.

Can you please start the process so there can be an appointment made.

Thank you for your time.

Sincerely,

A handwritten signature in black ink, appearing to read "Ray Seguire", with a long horizontal flourish extending to the right.

Ray Seguire
Fire Chief

RECEIVED

2016 JUN -3 PM 1:55

INYO COUNTY
ADMINISTRATIVE CENTER
CLERK OF SUPERVISORS

Bishop, CA
June 3, 2016

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

Bishop Rural Fire Protection District

Dear Board of Supervisors:

It has been my pleasure to serve as a Commissioner for the Bishop Rural Fire Protection District. While I lack specific dates, I am currently the second longest tenured member of the Board, and served as its president through several difficult issues including reaching a long term agreement with the Bishop Paiute Tribe regarding the District providing fire protection to their reservation.

Serving as Commissioner provides me the opportunity to do my small share in supporting the Bishop Fire Department. I have the highest respect for the Department and the job they perform. I would be honored to serve another four year term on the Commission.

If you have any questions or need additional information, please feel free to contact me at the address or phone number below.

Thank you for your consideration.


Robert Winzenread
2522 Sunset Drive
Bishop, CA 93514
(760) 873-3118



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:
AGENDA NUMBER

12

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: July 19, 2016

SUBJECT: Software Maintenance Agreement for IFAS financial System

DEPARTMENTAL RECOMMENDATION:

A) Request your Board ratify the renewal of a Software Maintenance Agreement between SunGuard Public Sector and the County of Inyo for the County's enterprise accounting system IFAS for the period July 1, 2016 through June 30, 2017 in an amount not to exceed \$36,740 contingent on Board approval of fiscal year 2016-17 budget.

SUMMARY DISCUSSION:

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

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

All County departments use and rely heavily upon IFAS to conduct daily operations.

FINANCING:

The cost of the support service renewal for the period from 07/01/2016 – 06/30/2017 is requested in the Information Services FY 2016-17 budget [011801-5177] (Maint. of Computer Systems).

Table with 2 columns: Role (County Counsel, Auditor/Controller, Personnel Director) and Approval/Date. Includes handwritten signatures and dates.

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Handwritten signature of the Department Head

Date: 06/27/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: July 19, 2016

SUBJECT: APPROVAL OF 2016 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORTS AND CONFLICT OF INTEREST CODES

DEPARTMENTAL RECOMMENDATION:

1. Receive and approve the 2016 Conflict of Interest Code Biennial Reports from the following County Departments (Attachments A.1. through A.8.)

- A.1. Clerk-Recorder
- A.2. County Counsel
- A.3. District Attorney
- A.4. Planning
- A.5. Probation
- A.6. Sheriff
- A.7. Treasurer-Tax Collector
- A.8. Water

2. Receive and approve the amended Conflict of Interest Code for the following Departments (Attachments B.1. through B.3.)

- B.1. County Counsel
- B.2. Planning
- B.3. Water

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Government Code § 87306.5 requires that the Inyo County Board of Supervisors, no later than July 1st of each even numbered year, direct every local governmental agency within the county, to review its Conflict of Interest Code and report to the Board no later than October 1, of each even numbered year. The report is a certification that the conflict of interest code has been reviewed and that either no changes need be made to the code or that certain changes need to be made as indicated. Inyo County Ordinance Number 931 (County Code section 2.83.050) imposes similar requirements upon each department of the County to conduct a biennial review of its conflict of interest code. On January 25, 2016, the Office of County Counsel notified each county department within Inyo County of its obligation to review its conflict of interest code and file the required biennial report on or before October 1, 2016. There still remain eleven (11) Departments who have not yet submitted their conflict of interest code biennial reports to our office (but who we expect will do so before the October deadline). A reminder notice was sent out to all departments on July 1, 2016.

County Departments who have thus far reviewed their conflict of interest code and submitted their biennial report to the Board are attached (Attachments A.1. through A.8. above). By this Agenda Request, the Board is asked to receive and approve these biennial reports. Additionally, in conducting their biennial review, three (3) departments made necessary changes to their departmental conflict of interest codes (Attachment B.1-

B.3.) and are seeking your Board's approval as the Local Agency Code Reviewing Body. We have reviewed the Biennial Reports and Conflict of Interest Codes submitted to your Board, and find them to be in accordance with legal requirements.

ALTERNATIVES:

If the Board feels that a biennial report is not accurate, it may direct that the report be returned to the originating county department for revision. Likewise, if the Board feels that a designated employee or the disclosure category set forth in the conflict of interest code is not appropriate or in accordance with the requirements of the law, your Board may elect to return the conflict of interest code to the county department for further revision. The Board could also decline to approve and receive the biennial report or the conflict of interest codes. Such action, however, would be contrary to the Board's duties as the County's conflict of interest code approving body.

OTHER AGENCY INVOLVEMENT: n/a

FINANCING:

The recommended action results in no financial impact to the County of Inyo.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>7/5/16</u>
-----------------	---

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)  Date: 7/5/16

2016 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1) Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

- (2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
 - Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person KAMMI FOOTE
Department CLERK-RECORDER
Mailing Address P.O. DRAWER F, INDEPENDENCE, CA 93526
Date of Review of Departmental Conflict of Interest Code 1/22/2016



Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.
dg:CIC/Biennial.Depts16 010416

2016 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1) Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
- Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which do not need to be designated.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Marshall Rudolph
Department County Counsel
Mailing Address P.O. Box M, Independence, CA 93516
Date of Review of Departmental Conflict of Interest Code _____



Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.
dg:CIC/Biennial.Depts16

010416

Exhibit A

Page 2 of 8

2016 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1) Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

- (2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
 - Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person THOMAS L HARDY
Department DISTRICT ATTORNEY
Mailing Address P.O. DRAWER D, INDEPENDENCE CA 93526
Date of Review of Departmental Conflict of Interest Code 1-28-16


Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.
dg:CIC/Biennial.Depts16 010416

2016 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

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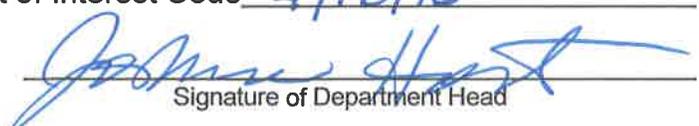
This department has reviewed its conflict of interest code and has determined that:

(1) Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments. business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- Include new positions which must be designated. *Project Coordinator*
- Make changes to the reportable sources of income, investments, business positions, or real property.
- Make changes to the titles of positions assigned. *Planning Coordinator*
- Delete positions which have been abolished or changed.
- Change or add the provisions required by Government Code Section 87302.

Contact Person John Hart
Department Planning
Mailing Address Po Drawer L Inyo 93526
Date of Review of Departmental Conflict of Interest Code 4/10/16


Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.
dg:CIC/Biennial.Depts16 010416

2016 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1) Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

- (2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
 - Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Janis L. Odum, Administrative Asssitant to the Sheriff
Department Sheriff
Mailing Address P.O. Drawer S Independence, CA 93526
Date of Review of Departmental Conflict of Interest Code January 26, 2016



Signature of Department Head
William R. Lutze, Sheriff

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.
dg:CIC/Biennial.Depts16 010416

2016 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

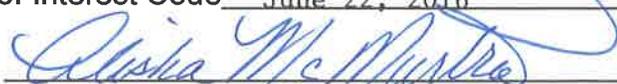
###

This department has reviewed its conflict of interest code and has determined that:

- (1) Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

- (2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
 - Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Alisha McMurtrie
Department Treasurer-Tax Collector
Mailing Address P.O. Drawer 0 Independence, CA 93526
Date of Review of Departmental Conflict of Interest Code June 22, 2016



Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.
dg:CIC/Biennial.Depts16 010416

2016 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

- (1) Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments. business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,
- (2) Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):
 - Include new positions which must be designated.
 - Make changes to the reportable sources of income, investments, business positions, or real property.
 - Make changes to the titles of positions assigned.
 - Delete positions which have been abolished or changed.
 - Change or add the provisions required by Government Code Section 87302.

Contact Person Laura Piper
Department Water Department
Mailing Address P. O. Box 337, Independence, CA 93526
Date of Review of Departmental Conflict of Interest Code 1-22-16



Signature of Department Head

Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.
dg:CIC/Biennial.Depts16 010416

**CONFLICT OF INTEREST CODE OF THE
COUNTY COUNSEL DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA**

SECTION 1. Purpose.

Pursuant to California Government Code section 87300, et seq., the OFFICE OF COUNTY COUNSEL hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

SECTION 2. Designated Positions.

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

SECTION 3. Disclosure Statements.

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Director of the Office of County Counsel may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

SECTION 4. Place, Time and Requirements of Filing.

(A) Place of Filing.

All employee's required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Director of County Counsel.

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income received, any time during the previous calendar year or since the date the employee assumed the designated

position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

SECTION 5. Contents of Disclosure Statement.

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

SECTION 6. Disqualification.

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

APPENDIX "A"
CONFLICT OF INTEREST CODE OF THE
OFFICE OF COUNTY COUNSEL
COUNTY OF INYO, STATE OF CALIFORNIA

DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Category</u>
County Counsel	1
Assistant County Counsel	2
Deputy County Counsel I, II, III, IV	2
Consultants	4

APPENDIX "B"

**CONFLICT OF INTEREST CODE OF THE
OFFICE OF COUNTY COUNSEL
COUNTY OF INYO, STATE OF CALIFORNIA**

DISCLOSURE CATEGORIES

Disclosure Category One (1):

Designated employees shall report as required by Government Code Section 87200 et seq.

Disclosure Category Two (2):

Designated employees shall report all investments, business positions, interest in real property, and sources of income.

Disclosure Category Four (4):

Designated employees in Category Four (4), must disclose pursuant to Category Two (2) above, except that the County Counsel may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that are limited in scope and thus, is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultants duties and, based upon that description, statement of the extent, if any, of disclosure required. The determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

CONFLICT OF INTEREST CODE OF THE

Planning

DEPARTMENT

COUNTY OF INYO, STATE OF CALIFORNIA

SECTION 1. Purpose.

Pursuant to California Government Code section 87300, et seq., the Planning Department hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

SECTION 2. Designated Positions.

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

SECTION 3. Disclosure Statements.

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Director of the Planning Department may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

SECTION 4. Place, Time and Requirements of Filing.

(A) Place of Filing.

All employee's required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Director of Planning.

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income

received, any time during the previous calendar year or since the date the employee assumed the designated position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

SECTION 5. Contents of Disclosure Statement.

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

SECTION 6. Disqualification.

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

Exhibit B.2.

Page 2 of 4

APPENDIX "A"
CONFLICT OF INTEREST CODE OF THE
PLANNING
COUNTY OF INYO, STATE OF CALIFORNIA

DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Category</u>
All Planning Commissioners	1
Planning Director	2
Senior Planner	2
Associate Planner	2
Project Coordinator	2
Consultants as Designated by the Planning Director	2
Members of the Architectural Design Review Board	2
Members of the Natural Resource Advisory Committee	2

APPENDIX "B"

CONFLICT OF INTEREST CODE OF THE
Planning DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA

DISCLOSURE CATEGORIES

DISCLOSURE CATEGORY ONE (1): Disclosure as required by Government Code section 87204 et. Seq.

DISCLOSURE CATEGORY TWO (2):

- a) Designated employees shall report any investment, business position, interest in real property or source of income, if the business entity in which the investment or business position is held, the interest in real property, or the source of income is located within the County of Inyo or within two miles of the County boundary.

Designated employees shall disclose all investments, business positions, interests in real property, or source of income, regardless of where located, if the business entity in which the investment or business position held, the interest in real property, the income or source of income is from any of the following businesses which have done business in Inyo County, or currently has plans to do business in Inyo County:

1. Surveying and engineering firms.
2. Real estate brokers, real estate agents, real estate developers, real estate joint ventures.
3. Building construction and contracting firms, or business.
4. Wholesale building supply firms, lumber yards and aggregate companies.
5. Mining, mining consultants or mining engineering, suppliers of mining equipment or supplies.
6. Consulting firms which prepare environmental impact reports subject to the approval of Inyo County, act as a agent for an applicant seeking approval of a Planning or Mining Reclamation Plan application by Inyo County, or provide consulting services to the Planning Department.
7. Any contractor or subcontractor employed directly by the United States Department of energy on the Yucca Mountain Project or any supplier of goods, materials, or services to the Department of Energy Yucca Mountain project.

Exhibit B.2.
Page 4 of 4

**CONFLICT OF INTEREST CODE OF THE
WATER DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA**

SECTION 1. Purpose.

Pursuant to California Government Code section 87300, et seq., the _____
WATER Department hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

SECTION 2. Designated Positions.

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

SECTION 3. Disclosure Statements.

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Director of the _____
WATER Department may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

SECTION 4. Place, Time and Requirements of Filing.

(A) Place of Filing.

All employee's required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Director of _____
WATER.

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income

received, any time during the previous calendar year or since the date the employee assumed the designated position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

SECTION 5. Contents of Disclosure Statement.

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

SECTION 6. Disqualification.

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

APPENDIX "A"
CONFLICT OF INTEREST CODE OF THE
WATER DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA

DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Category</u>
WATER COMMISSIONERS	1
WATER DIRECTOR	1
MITIGATION PROJECTS MANAGER	1
SCIENCE COORDINATOR	1
ADMINISTRATIVE ANALYST	1
SALT CEDAR MANAGER	1

APPENDIX "B"

CONFLICT OF INTEREST CODE OF THE
WATER DEPARTMENT COUNTY
OF INYO, STATE OF CALIFORNIA

DISCLOSURE CATEGORIES

Disclosure Categories

Category One (1): In addition to Inyo County Ordinance No. 271, Designated employees in Category One must report all financial interest in real property, investments, income and interest in any business entity.

Category Two (2): Designated employees in Category Two must report all interest, income or investment in businesses which supply general office services, supplies and/or equipment.

Category Three (3): Employees in Disclosure Category Three are required to disclose investments and sources of income. These employees need only disclose investments in business entities and sources of income which do business in the County, or have done business in the County, within the past two years. In addition to other activities, a business entity is doing business within the County if it owns real property within the County. These employees are required to disclose interests in real property, but only to disclose real property which is located in whole or in part within, or not more than, two miles outside the boundaries of the County or within two miles of any land owned or used by the County. These employees are also required to disclose any relationship with the City of Los Angeles or with agencies of the State of California that could give rise to a conflict of interest.



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: July 19, 2016

SUBJECT: **Contract for Services to Prepare the Annual Road Report**

DEPARTMENTAL RECOMMENDATIONS:

- A. Request Board approve the sole source Contract between the County of Inyo and the State of California, for the preparation of the Annual Road Report, in an amount not to exceed \$4,000, for the fiscal year ending June 30, 2016 and
- B. Designate the Road Commissioner to sign the Road Report per State Law, and
- C. Authorize the Road Commissioner to sign the contract, contingent upon the Board's adoption of fiscal year 2016/17 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Streets and Highways Code Section 2151 requires that the Road Department submit and Annual Road Report each year, which documents how the County expended the funds deposited in the Road Fund from the previous fiscal year. A representative from the State of California typically prepares the Report for the several Counties throughout the State and has prepared the Report for Inyo County for many years. Consequently, they are most familiar with the requirements of the State and warrant consideration as a sole source provider of this service. Additionally, although the contract amount is set as NTE \$4,000, the actual amount charged has been less than that in the recent past and was on \$4,000 last year.

ALTERNATIVES:

The Board could deny the contract with the Controller of the State of California and direct Road to submit an RFP to outside agencies to prepare the document. This alternative is not recommended, as the State of California has prepared the Road Report as a reasonable cost to the County in the past years. Your Board could authorize the Road Commissioner to sign the agreement annually.

OTHER AGENCY INVOLVEMENT:

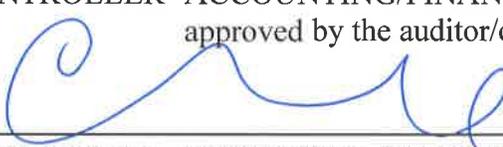
The Office of County Counsel
Auditor's Office

FINANCING:

The Road Department has identified funds for this contract in Budget Unit 034600, Object Code 5265, Professional & 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:  Date 06/24/2016

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
 Approved: eyes Date 7/8/2016

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 7/8/16

Sole Source Justification Form

Sole Source: A unique service or item that is only available from a single source or one source is the only practical way to respond to overriding circumstances. The lack of planning is not an overriding circumstance.

This is a sole source because:

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

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

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

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

The State Controller's Office has been preparing the Road Report for several years and is very familiar with our Department and the requirements of the State of California.

DEPARTMENT CONTACT PERSON & TITLE
Shannon Williams, Deputy Director

DEPARTMENT NAME
Inyo County Public Works Department

PHONE
(760) 878-0201

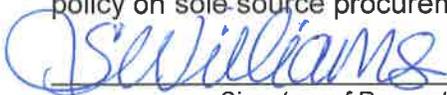
REQUESTED SUPPLIER/CONSULTANT NAME
State Controller's Office
Division of Audits-Local Government Bureau

SUPPLIER CONTACT PERSON
Asmerom (Asmi) Ghile

EMAIL:
aghile@sco.ca.gov

SUPPLIER CONTACT'S PHONE NUMBER
916-322-1021

By signing below, Requestor acknowledges that he/she has read and understands the Authority's policy on sole-source procurements.



Signature of Requestor



Date

President/CEO Approval

Date



BETTY T. YEE
California State Controller

April 20, 2016

Mr. Clint Quilter
Public Works Director
Inyo County
P.O. Box Drawer Q
Independence, CA 93526

Dear Mr. Quilter:

The State Controller's Office, Division of Audits, is available to assist in preparing your fiscal year 2015-16 Annual Road Report on a cost-recovery basis. The estimated cost for our assistance should not exceed \$4000. This preparation fee may be charged to your Road Fund.

If you would like our office to provide this service, please complete and return:

- The Contract for Services to Prepare the Annual Road Report (three copies); and
- The Contract Information Sheet for scheduling assistance.

Please return the above documents by June 15, 2016, to the attention of Lisa Tam at the State Controller's Office, Division of Audits, Post Office Box 942850, Sacramento, California 94250-5874.

Due to limited staff, scheduling priority will be given to those who respond promptly. If you have any questions, please contact Lisa Tam at (916) 323-5932.

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey V. Brownfield".

JEFFREY V. BROWNFIELD
Chief, Division of Audits

JVB/vb

Enclosures



BETTY T. YEE
California State Controller

**CONTRACT FOR SERVICES TO PREPARE
THE ANNUAL ROAD REPORT**

This contract is executed in triplicate, between the Office of the State Controller, Division of Audits, and Inyo County.

Whereas Section 2151 of the California *Streets and Highways Code* requires counties to file an Annual Road Report,

Whereas Section 2151 of the California *Streets and Highways Code* requires this Report to be filed with the Controller on or before October 1 of each year; and

Whereas the Controller is able to furnish and the county wishes to receive the services of the Controller to prepare its report; now therefore, in consideration of the following promises and conditions, the parties hereby agree that:

- I. For the fiscal year ended June 30, 2016, the Controller shall assist in the preparation of the county's report.
- II. The report shall be in the form prescribed by the Controller.
- III. It shall include a statement of all revenues and expenditures concerning county roads, and shall be prepared from the county's records made available to the Controller.
- IV. The report will be prepared from the county's unaudited records, and no determination shall be made at time of preparation regarding the accuracy of the records or the legality of the expenditures reported herein. The county understands that the report is subject to subsequent review by the Controller and exceptions may be taken at the time regarding the legality of expenditures contained in the report or the accuracy of the records from which the report was prepared.
- V. The Controller will furnish sufficient personnel to complete the report on or before October 1, 2016, except that the Controller is excused from such date if the county's accounting records and personnel are not ready for the preparation of the report at the time scheduled by the Controller and the county or if circumstances beyond the control of the parties prevent completion.
- VI. The county will designate a management-level individual to be responsible and accountable for overseeing the non-audit service.
- VII. The county will establish and monitor the performance of the non-audit service to ensure that it meets management's objectives.
- VIII. The county will make any decision that involves management functions related to the non-audit service and accepts full responsibility for such decisions.

- IX. The county will evaluate the adequacy of the services performed and any findings that result.
- X. This contract is subject to the Controller's charges for services rendered, and such charges shall be computed in accordance with Sections 8755 and 8755.1 of the State Administrative Manual. Charges shall include both direct and indirect costs, and shall be expressed in dollars per unit time whenever possible.
- XI. Except as provided in paragraph XII, the aggregate cost of services provided under this agreement shall not exceed \$4000.
- XII. If unforeseen circumstances develop during the course of the Controller's preparation of the report and additional time is needed to complete preparation, the parties will confer; and if it is agreed that the preparation of the report is to continue, the Controller is to be compensated for any additional time required. In any case, the Controller shall be compensated for services rendered prior to the development of such unforeseen circumstances.
- XIII. Upon completion of the report, the Controller will furnish one copy to the county and will retain one copy.
- XIV. The county will pay the Controller for services rendered in a timely manner (including additional time pursuant to Paragraph XII) and hereby warrants that funds are available from which payment may be made.
- XV. Either party may terminate this contract by giving seven days written notice. Notice may be served in person or by mail on the officer at the following address and is effective upon receipt. During the seven-day period, the Controller may continue with the preparation of the report then in progress.

Christopher Lek, Interim Bureau Chief
 Local Government Audits Bureau
 Division of Audits
 Post Office Box 942850
 Sacramento, CA 94250-5874

Inyo County

BETTY T. YEE
 STATE CONTROLLER

By: _____
 Signature

By: _____

Printed Name:
 Clint Quilter

JEFFREY V. BROWNFIELD
 Chief, Division of Audits

^{CC}
 Title: Director of Public Works

Date: _____

Address: 168 N. Edwards St
 Independence, CA93526

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 15
--

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 19, 2016

SUBJECT: Award and approve the construction contract for the Inyo County/City of Bishop Slurry Seal Project ("Project") to Environmental Concepts of Tehachapi, California in the amount of \$264,204.00.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

- A. Award the bid for the Project to Environmental Concepts of Tehachapi, California in the amount of \$264,204.00; and
- B. Approve and award the construction contract for the Project to Environmental Concepts of Tehachapi, California in the amount of \$264,204.00; and
- C. Authorize the chairperson to execute the Project contract contingent upon obtaining appropriate signatures and the adoption of the FY16/17 budget; and
- D. Authorize the Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

At the May 17, 2016 meeting of the Board of Supervisors, your Board approved the plans and specifications for the Inyo County/City of Bishop Slurry Seal Project, and authorized the Public Works Director to advertise for bids for the Project.

The Inyo County/City of Bishop Slurry Seal Project consists of:

Slurry sealing the following roads: Polaris Circle, Altair Circle, Apollo Circle, Arcturis Circle and a portion of Starlite Drive. To keep costs as low as possible, the County is teaming up with the City of Bishop, who also has roads in need of maintenance, to slurry/seal the County's as well as the City's roads while keeping costs at a minimum. The County will administer the contract, but the City of Bishop will pay for its portion of the work separately from the County's portion.

On June 3, 2016 bids were opened for the Inyo County/City of Bishop Slurry Seal Project. One (1) company submitted a bid:

Environmental Concepts	\$264,024.00
------------------------	--------------

This bid includes \$82,004.00 for the City of Bishop's portion of the job. The City of Bishop has agreed to pay the County for its share of the Project, as well as administration costs, prior to construction beginning. Environmental Concepts has been deemed the lowest responsible responsive bidder by the Office of County Counsel therefore the Public Works Department is recommending your Board approve and award the construction contract to Environmental Concepts of Tehachapi, California.

ALTERNATIVES:

Your Board could reject all bids. This is not recommended because the roads are in need of maintenance prior to safety hazards forming.

OTHER AGENCY INVOLVEMENT:

Office of County Consel, Risk Manger to review and sign the contract, and Auditor's Office.

FINANCING: The cost of the contract will be paid through budget unit 034600, object code 5265.

APPROVALS

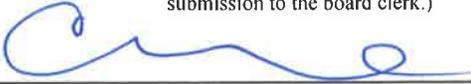
COUNTY COUNSEL:



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: yes Date 6/24/16

AUDITOR/CONTROLLER



ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

Approved: yes Date 7/5/2016

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: N/A Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7/8/16

C O N T R A C T
For the
INYO COUNTY/CITY OF BISHOP FIBERIZED MICRO SURFACING SEAL PROJECT

THIS CONTRACT is awarded by the COUNTY to CONTRACTOR on, and made and entered into effective as of, _____, 2016, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter "COUNTY"), and Environmental concepts of Tehachapi, California (hereinafter "CONTRACTOR"), for the construction of the **INYO COUNTY/CITY OF BISHOP FIBERIZED MICRO SURFACING SEAL PROJECT** (hereinafter also "Project"), which parties agree, for and in consideration of the mutual promises, as follows:

1. CONTRACTOR shall furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Contract Documents and within the Time for Completion set forth in the Contract Documents, for:

Title: INYO COUNTY/CITY OF BISHOP FIBERIZED MICRO SURFACING SEAL PROJECT

For the performance of all such work, COUNTY shall pay to CONTRACTOR the following amount, which constitutes the total bid by CONTRACTOR for said Work:

TWO HUNDRED SIXTY FOUR THOUSAND TWO HUNDRED FOUR DOLLARS AND NO CENTS (\$264,204.00) adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

3. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (a) all of the provisions set forth expressly herein; (b) the Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and (c) all of the other Contract Documents as described in **Section 1070.04 "Definitions"** of the Standard Specifications of the Inyo County Public Works Department, October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the applicable Standard Specifications of the Inyo County Public Works Department, October, 2015 and the Special Provisions concerning this Project, including the Appendices, the Plans, any and all amendments or changes to any of the above listed documents, including without limitation, contract change orders, and any and all documents incorporated by reference into any of the above listed documents.

4. The definition and meaning of the words used in this Contract are the same as set forth in **Section 1070 Abbreviations, Symbols and Definitions** of the Standard Specifications of the Inyo County Public Works Department, October, 2015.

5. This Contract, including the Contract Documents and all other documents, which are incorporated herein by reference, constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof.

6. Pursuant to **Section 1773 of the Labor Code**, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request.

C O N T R A C T
for

INYO COUNTY/CITY OF BISHOP FIBERIZED MICRO SURFACING SEAL PROJECT

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

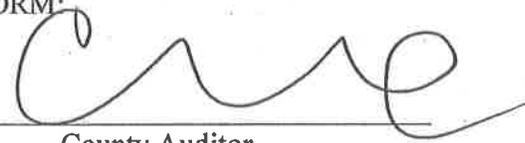
APPROVED AS TO FORM AND
LEGALITY:

Taxpayer's Identification or
Social Security Number:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO INSURANCE
REQUIREMENTS:

County Risk Manager

INYO COUNTY/CITY OF BISHOP FIBERIZED MICRO SURFACING SEAL PROJECT

**FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS: That Environmental Concepts of Tehachapi, California
as Principal, hereinafter called Contractor, and, _____
(Name of Corporate Surety)

_____ as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of

Inyo as Oblige, hereinafter called County, in the amount TWO HUNDRED SIXTY FOUR THOUSAND TWO HUNDRED FOUR DOLLARS AND NO CENTS (\$264,204.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Contract dated _____, 2016, entered into an agreement with the County for the Construction of the **INYO COUNTY/CITY OF BISHOP FIBERIZED MICRO SURFACING SEAL PROJECT** (hereinafter "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the **INYO COUNTY/CITY OF BISHOP FIBERIZED MICRO SURFACING SEAL PROJECT**, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

Signed and sealed this _____ day of _____, 20 ____.

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo
224 North Edwards Street, P.O. Box N
Independence, California 93526**

INYO COUNTY/CITY OF BISHOP FIBERIZED MICRO SURFACING SEAL PROJECT

**LABOR AND MATERIALS PAYMENT BOND
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS, that Environmental Concepts of Tehachapi, California
(Name of Contractor)
as Principal, hereinafter called CONTRACTOR, and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter

defined in the amount of TWO HUNDRED SIXTY FOUR THOUSAND TWO HUNDRED FOUR DOLLARS AND NO CENTS (\$264,204.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated _____, 2016, entered into an agreement with County for the construction of the **INYO COUNTY/CITY OF BISHOP FIBERIZED MICRO SURFACING SEAL PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the **INYO COUNTY/CITY OF BISHOP FIBERIZED MICRO SURFACING SEAL PROJECT** which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and material is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW). The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo
224 N. Edwards, P.O. Box N
Independence, California 93526**



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
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FROM: Public Works Department

FOR THE BOARD MEETING OF: July 19, 2016

SUBJECT: Award and approve the contract for insect and pest control services ("IPC Services") for designated County of Inyo ("County") facilities for the period of July 1, 2016 through June 30, 2019 to Terminix of Bishop, CA.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

- A. Award the bid for IPC Services to Terminix of Bishop, CA in the amount of \$5,985; and
- B. Approve and award the contract for IPC Services to Terminix of Bishop, CA in the amount of \$17,955; and
- C. Authorize the chairperson to execute the IPC Services contract contingent upon obtaining appropriate signatures and the adoption of the FY16/17 and future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Inyo County Department of Maintenance of Buildings and Grounds has solicited and received bids for IPC Services.

The IPC Services include general insect and interior and exterior pest control services, mice control/eradication, and spraying for spider mites for designated County facilities.

On Friday June 10, 2016 bids were opened for the Project. Three (3) companies submitted bids as follows:

Dewey Pest Control of Lancaster, CA	\$13,383.00
Owens Valley Pest of Bishop, CA	\$11,100.00
Terminix of Bishop, CA	\$5,985.00

Terminix of Bishop, CA has been deemed the lowest responsible responsive bidder by the Office of the County Counsel ("County Counsel"). There were no submitted requests to account for the differential for any Small Business Enterprise and/or Local Business preferences. Therefore, the Public Works Department recommends your Board approve and award the contract for IPC Services to Terminix of Bishop, CA.

ALTERNATIVES: Your board could reject all bids. The alternative to the above recommendation is to eliminate insect and pest control services for County facilities. This is not recommended, as ants, termites, spiders, etc., would infest many of our facilities, if the services were not provided.

FINANCING: This will be a budgeted General Fund expenditure through the Maintenance – Buildings & Grounds budget 011100 object code 5265 Professional & Other Services, and has been included in the FY 2016/17 budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
	Approved: <u>Yes</u> Date <u>6/24/16</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>7/7/2016</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:  Date: 7/7/16
(Not to be signed until all approvals are received)

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Insect and Pest Control for Designated County Buildings

Bid Opening Date: 6-10-2016

Location: Admin Building

	BIDDER NAME	Bid Amount A 12 months	Bid Amount B yr	Bid Amount C	Bond
1.	Dewey Pest Control		\$13,393		
2.	Owens Valley Pest		\$11,100		
3.	Terminix	\$5,985	\$6,000		
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Opened By: E. Bois

Present: Breann Nelsons
Wendy Curran



AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF Insect and Pest Control for Designated County Facilities **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Insect and Pest Control services of Terminix of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2016 to June 30, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$6000.00 (per year) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Public Works	Department
188 N. Edwards	Street
Independence, Ca 93526	City and State

Contractor:	
TECMINIX	Name
196 W. Highway Alley	Street
Bishop, CA 93514	City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND Terminix
FOR THE PROVISION OF Insect and Pest Control for Designated County Facilities SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: [Signature]

Signature

Dated: _____

W. J. Duggan

Print or Type Name

Dated: 6/9/16

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND

Terminix

Insect and Pest Control for Designated County Facilities

FOR THE PROVISION OF

SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2019

SCOPE OF WORK:

Provide preventative treatment at various County facilities see attached pages.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Terminix
Insect and Pest Control for Designated County Facilities

FOR THE PROVISION OF _____ SERVICES

TERM:

July 1, 2016 June 30, 2019
FROM: _____ **TO:** _____

SCHEDULE OF FEES:

See attached pages.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND TERMINIX
FOR THE PROVISION OF Insect and Pest Control for Designated County Facilities **SERVICES**

TERM:

FROM: July 1, 2016 **TO:** June 30, 2019

SEE ATTACHED INSURANCE PROVISIONS

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks 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: July 19, 2016

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

DEPARTMENTAL RECOMMENDATION:

Request the Board:

- A) approve MorphoTrust USA Inc. as the Sole Source Provider for the annual maintenance of the 2 Livescan Fingerprint machines located at the Jail facility and 1 at the Bishop PD; and
- B) authorize payment to MorphoTrust USA Inc. for the annual maintenance agreement for the Livescan Fingerprint machines at the Jail Facility and the Bishop PD, in the amount of \$16,000, contingent upon the adoption of the FY 2016-2017 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

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

MorphoTrust USA Inc. (formally Identix Corp.) installed the MorphoTrust LiveScan Fingerprint machines at the Jail Facility in December 2015 and October 2011. The Bishop PD machine was installed on January 31, 2012. The software used in these fingerprint machines was developed by MorphoTrust and MorphoTrust USA Inc. is the sole provider of maintenance for these fingerprint machines. MorphoTrust USA Inc. is a CMAS vendor (CMAS IT-70 #3-11-70-10908)

ALTERNATIVES:

There are no practical alternatives available.

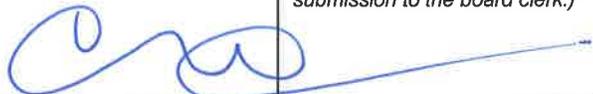
OTHER AGENCY INVOLVEMENT:

Bishop Police Department
Auditor's office

FINANCING:

056610

These funds are available in the FY 16/17 RAN budget ~~055610~~, Object Code 5171. The Automated Fingerprint Trust (502705) will reimburse the RAN budget for these expenses.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>7/1/16</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>7/5/2016</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:  _____ Date: 7-6-16
(Not to be signed until all approvals are received)

Sole Source Justification Form

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

This is a sole source because:

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

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

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

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:	
Description of Item or Service.	
MorphoTrust USA Inc. (formally Identix Corp.) is a CMAS vendor (CMAS IT-70 #3-11-70-10908) and is our Department of Justice support vendor.	
The total amount of the annual maintenance agreements for 3 LiveScan Machines is \$16,000.	
DEPARTMENT CONTACT PERSON & TITLE Sheriff Lutze	
DEPARTMENT NAME Sheriff's Department	PHONE 878-0386
REQUESTED SUPPLIER/CONSULTANT NAME MorphoTrust USA Inc.	SUPPLIER CONTACT PERSON Gary Newlin
SUPPLIER ADDRESS 5705 W. Old Shakopee Road, Ste. 100 Bloomington, MN 55437-3107	SUPPLIER CONTACT'S PHONE NUMBER (952) 442-8701

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



 Signature of Requestor

7/5/16

 Date

 President/CEO Approval

 Date

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

I. GENERAL SCOPE OF COVERAGE

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

II. MAINTENANCE SERVICES

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

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

- Unlimited 24/7 telephone technical support for System hardware and software from the MorphoTrust TouchCare Support Center via MorphoTrust toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to MorphoTrust's technical support staff to resolve unique problems.
- MorphoTrust shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become MorphoTrust's property. MorphoTrust shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by MorphoTrust, replacement parts and components needed at international destinations shall be shipped by MorphoTrust to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event MorphoTrust ships replacement parts and components to an international destination, the

Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.

- MorphoTrust shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by MorphoTrust and for which MorphoTrust, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current MorphoTrust Maintenance Agreement Addendum. Customer shall provide MorphoTrust with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and MorphoTrust shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then MorphoTrust shall install the Update during any subsequently scheduled on-site visit by MorphoTrust for service of the System. An "Update" means a new release of such System software components that are developed by MorphoTrust which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

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

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

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

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

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

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with MorphoTrust's Help Desk.
- MorphoTrust's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an MorphoTrust field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. MorphoTrust shall use its best efforts to have an MorphoTrust's

field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by MorphoTrust's Help Desk if Customer's facility is located within a 100 mile radius of an authorized MorphoTrust's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.

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

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

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

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

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

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

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

III. EXCLUSIONS FROM SERVICES

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

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

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

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

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

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

IV. SERVICE CALLS

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

V. TERM AND TERMINATION

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

VI. FEES FOR SERVICES

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

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

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

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

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

VIII. LIMITED LICENSE TO UPDATES

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

IX. MISCELLANEOUS

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

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



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: Veteran Service Office

FOR THE BOARD MEETING OF: **July 26, 2016**

SUBJECT: Certificates of Compliance

DEPARTMENTAL RECOMMENDATION:

Request your Board a) approve and authorize the Chairperson to sign the Subvention and Medi-Cal Certificate of Compliance for 2016/2017 fiscal year.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

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

ALTERNATIVES:

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

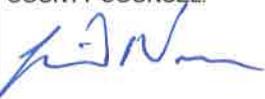
OTHER AGENCY INVOLVEMENT:

Health and Human Services (eligibility workers)

FINANCING:

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

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>7/7/16</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: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 7/8/16

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

Annual Medi-Cal Cost Avoidance Program Certificate of Compliance

Fiscal Year 2016/2017

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

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form CW-5 (Veterans Benefits Referral) and/or MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to CalVet from the DHCS.
4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

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

Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY
ATTACHMENTS IN VETPRO**

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

Annual Subvention Program Certificate of Compliance

Fiscal Year 2016/2017

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that **INYO** County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer and Veterans Service Representative staff must achieve and maintain accreditation from the California Department of Veterans Affairs (CalVet) within 18 months of employment.

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

I certify that the current fiscal year proposed expenditures exceeds the actual fiscal year 1988-89 expenditures by at least, the full amount of the current annual allocation.

I also agree that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records.

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

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

Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY
ATTACHMENTS IN VETPRO**



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: County Administrator

FOR THE BOARD MEETING OF: July 19, 2016

SUBJECT: Proposed Fiscal Year 2016 Emergency Management Performance Grant (EMPG) Program Application and Resolution identifying the County Administrator/Director of Emergency Services as the County's Authorized Agent for executing actions necessary to obtain the FY2016 Emergency Management Performance Grant (EMPG) and related federal financial assistance by the Department of Homeland Security through the State of California

DEPARTMENTAL RECOMMENDATION:

Request your Board: (A) Review the proposed Federal Fiscal Year 2016 Emergency Management Performance Grant (EMPG) Program Application and, if deemed acceptable; (B) Approve the submittal of the Federal Fiscal Year 2016 Emergency Management Performance Grant (EMPG) Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents by approving "Governing Board Resolution No. 2016-____" designating the County Administrator/Director of Emergency Services as the County's Authorized Agent to execute for, and on behalf of Inyo County, an application to be filed with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub awarded through the State of California; and (C) authorize the Chairperson to sign the Resolution Addendum letter; and D) direct the County Administrator, if the County is awarded a 2016 EMPG award, to execute any grant awards only upon adoption of the Fiscal Year 2016-2017 County Budget with the inclusion of the necessary budget to provide identified match funding, and the inclusion of the position of Emergency Services Manager in the Authorized Staffing.

SUMMARY DISCUSSION:

This is an application to apply for funding through the Emergency Management Performance Grant (EMPG) Program for Federal Fiscal Year 2016. This is federal Department of Homeland Security funding administered through the California Governor's Office of Emergency Services (CalOES). Inyo County is eligible to apply for \$128,853 in grant funding. Last year, Inyo County was only one of two California counties not to apply for EMPG Program funding; a fact which was conveyed from the Director of Cal OES to Matt Cate, the Executive Director of the California State Association of Counties (CSAC) who, in turn, passed the information along to me. The reason the County has not applied for EMPG Program funding in recent years has been due to increasing grant requirements (estimated as requiring as much as 0.5 FTE staff time to maintain grant compliance) as well as the requirement for a dollar-for-dollar County match. In addition to the apparently increasing scrutiny and pressure to accept EMPG funding, the decision to ask your Board to consider applying for this year's EMPG Program funding is influenced by the: (1) increasing frequency in which natural disasters have visited the county in recent years; and, the County's need to rely on CalOES for assistance in responding to these disasters; and, (2) a noticeable increase in day-to-day requests that CalOES makes to counties relative to general emergency preparedness.

The grant application proposes to use EMPG Program funding to pay for half of the costs of a dedicated Emergency Services Manager position, starting October 1, 2016; staff training; and, various emergency services equipment such as computers and hand-held devices. The grant proposes the County fund the other half of these costs as its required match. I intend to propose creating the Emergency Services Manager position and recommend adding it to the Authorized Staffing, and recommend the \$128,853 in matching appropriations, as part of the Fiscal Year 2016-2017 CAO Recommended Budget. If the County is awarded the 2016 EMPG Program funding, the grant documents would not be signed unless your Board has approved the Emergency Services Manager position and related funding as part of its approval of the Fiscal Year 2016-2017 County Budget in September.

In recent years, the demands of managing the County's emergency services – both locally and internally, and in relation to the increasing demands from state and federal agencies – has outpaced existing County staff resources; and has necessitated diverting staff time from assigned day-to-day responsibilities to a myriad of emergency services tasks. This results in less resources being available to support other County programs and services. It is not uncommon for my office to receive 10 or more pieces of electronic correspondence from various members of CalOES staff every day; some requests require immediate attention, others are making training opportunities and other resources available which, if pursued, require an additional commitment of resources. Additionally, any natural or manmade disaster requiring emergency services (the County currently has three ongoing proclaimed emergencies) brings with it a host of work during and subsequent to the event, including but not limited to:

- Upon notification of a disaster or incident, precise documentation of the timeline of events must be gathered, confirmed and recorded, often from a multiple of sources, and conveying this information to CalOES.
- Immediate damage estimates must be gathered and substantiated and conveyed to CalOES, and updated throughout and after the event.
- Situational updates, including photographs, must be prepared and provided to CalOES throughout the initial phase of the incident which requires constant monitoring of the situation and communicating with field staff.
- Depending upon the complexity of the incident, a Local Emergency may be proclaimed by the Board of Supervisors or Director of Emergency Services, and if warranted, a request to the Governor for a State of Emergency may be initiated. (If the Board is unavailable, and the Director of Emergency Services determines it necessary to proclaim an emergency, the Board of Supervisors must ratify the Director's proclamation within 7 days thereafter. The resolution proclaiming the emergency needs to be confirmed by the Board of Supervisors every other week).
- Once an emergency of any kind has been declared, information and details of the incident must be uploaded to the WebEOC realtime information database which is monitored by CalOES Regional representatives, whom are in constant contact with the Governor's Office of Emergency Services as well as the Director of Emergency Services Office (e.g., staff in the County Administrator's Office).
- Copies of the Board's every other week re-confirmation of the continuance of the emergency also needs to be uploaded on the WebEOC incident information database.
- Information on road closures, evacuation routes and shelter locations is coordinated through the Office of Emergency Services and, if activated, the Emergency Operations Center. All of these details are again communicated through the Director of Emergency Services Office to the CalOES regional representative.
- All County Departments are noticed to begin tracking any staff time, equipment time/usage or expenses related to the disaster. This process needs to be coordinated through a single point of contact to

CalOES, and can last years until the recovery process is complete (and then be subject to extensive audit requirements which, if not met, can result in the County facing significant fiscal liability).

- Coordinating site visits for technical assistance and community assistance, including noticing SBA visits, making meeting locations available, etc.

In addition to being a standing and integral part of the County’s emergency response and post-emergency recovery work, the Emergency Services Manager position is envisioned as serving as a day-to-day liaison between the County’s Director of Emergency Services and County departments, other Operational Areas, and CalOES; managing the EMPG Program grant as well as other Homeland Security grants; and, coordinating emergency management training and exercises for the County’s workforce. Special projects, such as the recent Hazard Mitigation Plan (and future efforts to secure hazard mitigation funding) will be coordinated by or assigned to the Emergency Services Manager.

ALTERNATIVES:

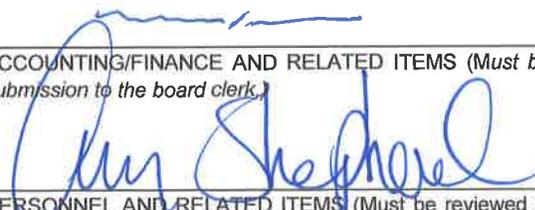
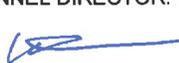
Your Board could choose not to apply for 2016 EMPG Program funding, however, this is not recommended. Demands for County emergency services – preparation, response, and recovery – continue to increase and exceed the capacity of current County resources. As a result, the County’s effectiveness in day-to-day operations as well as emergency preparedness and response are diminished.

OTHER AGENCY INVOLVEMENT:

Funding for this grant is provided and administered by State of California Governor’s Office of Emergency Services (CalOES).

FINANCING:

The grant application is for \$128,853 and requires a dollar-for-dollar County match that will be identified and recommended in the Fiscal Year 2016-2017 CAO Recommended Budget. If awarded, the grant will not be accepted unless your Board has approved the Fiscal Year 2016-2017 County Budget appropriating the requisite matching funds and adding the proposed Emergency Services Manager position to the Authorized Staffing. The grant funding is provided on a reimbursement basis.

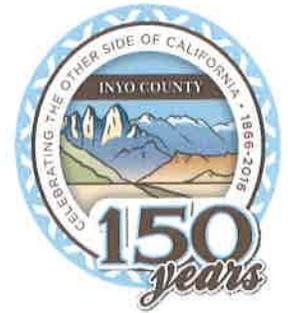
<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>7/14/16</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7-14-16</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: <u>✓</u> Date <u>07-14-2016</u>

DEPARTMENT HEAD SIGNATURE:  Date: 07-14-2016
 (Not to be signed until all approvals are received)



BOARD OF SUPERVISORS COUNTY OF INYO

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



July 19, 2016

California Office of Emergency Services
Emergency Management Grants Unit
3650 Schriever Avenue
Mather, CA 95655

On July 19, 2016, the Inyo County Board of Supervisors resolved that the County Administrative Officer or Director of Emergency Services was authorized to execute for and on behalf of the County of Inyo any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subawarded through the State of California.

Inyo County's Administrative Officer is also the designated Director of Emergency Services. Mr. Kevin Carunchio serves in both of these capacities. His information is as follows:

Kevin D. Carunchio
County of Inyo
County Administrative Officer
Director of Emergency Services
224 N. Edwards Street
P.O. Drawer N (use as mailing address)
Independence, CA 93526
kcarunchio@inyocounty.us
(760) 878-0292-phone
(760) 878-0465-FAX

Sincerely,

Jeff Griffiths
Chairperson, Board of Supervisors

Governing Body Resolution
RESOLUTION 2016-

BE IT RESOLVED BY THE _____ Board of Supervisors
(Governing Body)

OF THE _____ County of Inyo _____ THAT
(Name of Applicant)

County Administrative Officer _____, OR
(Name or Title of Authorized Agent)

Director of Emergency Services _____, OR
(Name or Title of Authorized Agent)

(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

Passed and approved this _____ 19th _____ day of _____ July _____, 20 16 _____

Certification

I, _____ Darcy Ellis _____, duly appointed and
(Name)

Assistant Clerk _____ of the _____ Board of Supervisors _____
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by
the _____ Board of Supervisors _____ of the _____ County of Inyo _____ on the
(Governing Body) (Name of Applicant)

19th _____ day of _____ July _____, 20 16 _____

Assistant Clerk of the Board
(Official Position)

(Signature)

(Date)

(Cal OES Use Only)

Cal OES #	027-00000	FIPS #	027-00000	VS#		Subaward #	2016-0010
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** County of Inyo **1a. DUNS#:** 010706687
2. **Implementing Agency:** County of Inyo **2a. DUNS#:** 010706687
3. **Implementing Agency Address:** 224 N Edwards / P.O. Drawer N Independence 93526-0613
Street City Zip+4
4. **Location of Project:** Independence Inyo 93526-0613
City County Zip+4
5. **Disaster/Program Title:** Emergency Management Performance Grant Program **6. Performance Period:** 07/01/16 **to** 06/30/17
7. **Indirect Cost Rate:** N/A; 10% de Minimis; Federally Approved ICR; _____

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2016	8. EMPG		\$128,853		\$128,853		\$128,853	\$257,706
Select	9. Select							
Select	10. Select							
Select	11. Select							
	12. TOTALS		\$128,853	\$128,853	\$128,853		\$128,853	12G. Total Project Cost: \$257,706

13. This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **Official Authorized to Sign for Subrecipient:** Kevin Carunchio **15. Federal Employer ID Number:** 95-6005445
- Name: Kevin Carunchio Title: County Administrative Officer
- Telephone: 760-878-0292 FAX: 760-878-0456 Email: kcarunchio@inyocounty.us
(area code) (area code)
- Payment Mailing Address: P.O. Drawer N City: Independence Zip+ 4: 93526-0613
- Signature: _____ Date: _____

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer	Date	Cal OES Director (or designee)	Date
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

PROJECT DESCRIPTIONS

CFDA # EMPG 97.042

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subrecipients may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

County of Inyo
027-0000
2016-0010

Project	NPG Mission Area	NPG Core Capabilities	Cal OES Goals	Project Description	Match Description	Need	Project Milestone & Justifications
Project A	Recovery	Operational Coordination	Goal 3: Effectively respond to and recover from both human-caused and natural disasters	Personnel Costs - Emergency Services Manager	50% of the personnel costs will be EMPG Grant Funds and the 50% match will be paid with Cash-County General Funds	Critical-A full time proposed Emergency Services Manager is essential to prepare for and assist in recovering from both human-caused and natural disasters. This position will facilitate in the development and design of a training and exercise program that will engage County staff in preparing for emergency response as well as enhance the Continuity of Operations and Continuity of Government.	At the 6 month mark, this project will be 33% complete and \$15,305 funds will be expended. At the 12 month mark, this project will be 100% complete and \$45,916 funds will be expended. At the ___ month mark, this project will be ___% complete and \$___ funds will be expended.
Project B	Response	Situational Assessment	Goal 3: Effectively respond to and recover from both human-caused and natural disasters	Computer hardware and peripherals to support a software program that will manage information collected out in the field that details the location and extent of damage in disaster impacted areas	50% of the equipment cost will be EMPG Grant Funds and the 50% match will be paid with Cash-County General Funds	Critical-Providing real time information and damage estimates is essential in receiving immediate emergency service support to some of the most isolated rural areas of Inyo County.	At the 6 month mark, this project will be 33% complete and \$4,145 funds will be expended. At the 12 month mark, this project will be 100% complete and \$12,437 funds will be expended. At the ___ month mark, this project will be ___% complete and \$___ funds will be expended.
Project C	Response	Situational Assessment	Goal 3: Effectively respond to and recover from both human-caused and natural disasters	(8) Ultraportable handheld computing devices to be used out in the field to collect data from disaster impacted areas	50% of the equipment cost will be EMPG Grant Funds and the 50% match will be paid with Cash-County General Funds	Critical-Inyo County is over 10,000 sq. miles geographically. During and after a disaster it may take days for staff to access some areas of the County and then return with details of the extent of damage that has occurred. The ultraportable handheld devices will allow staff that are located in the impacted area to get GPS coordinates and take pictures that can be electronically transferred to Emergency Management for completing Preliminary Damage Assessments.	At the 6 month mark, this project will be 33% complete and \$3,333 funds will be expended. At the 12 month mark, this project will be 100% complete and \$10,000 funds will be expended. At the ___ month mark, this project will be ___% complete and \$___ funds will be expended.
Project D	Response	Situational Assessment	Goal 3: Effectively respond to and recover from both human-caused and natural disasters	Geospatial Information System Damage Assessment Software	50% of the equipment cost will be EMPG Grant Funds and the 50% match will be paid with Cash-County General Funds	Critical-Due to the isolated rural areas throughout Inyo County's large jurisdiction, it is critical that emergency response staff are equipped with the most up-to-date technology for evaluating and assessing the damage that has occurred so that proper and adequate resources and support can be deployed to the impacted areas	At the 6 month mark, this project will be 33% complete and \$3,666 funds will be expended. At the 12 month mark, this project will be 100% complete and \$11,000 funds will be expended. At the ___ month mark, this project will be ___% complete and \$___ funds will be expended.
Project E	Protection	Intelligence and Information Sharing	Goal 6: Strengthen capabilities in public safety communication services and technology enhancements	The Inyo County Office of Emergency Services-Administration and the Fire-911 repeaters located on Mazourka Peak must pay a monthly rack-space to SBA Communications Corporation to house the repeater equipment and power source. For the period covering 07/01/16-06/30/17	50% of the SBA Communications costs will be EMPG Grant Funds and the 50% match will be paid with Cash-County General Funds	Critical-The Fire 911 and Emergency Services-Administration repeaters located on Mazourka Peak are instrumental in providing radio communication and dispatch capabilities throughout the Owens Valley for the volunteer fire departments and the County Administration-Emergency Services	At the 6 month mark, this project will be 50% complete and \$3,750 funds will be expended. At the 12 month mark, this project will be 100% complete and \$7,500 funds will be expended. At the ___ month mark, this project will be ___% complete and \$___ funds will be expended.

Project	NPG Mission Area	NPG Core Capabilities	Call OES Goals	Project Description	Match Description	Need	Project Milestone & Justifications
Project F	Prevention	Planning	Goal 5: Develop a united and innovative workforce that is trained, experienced, knowledgeable, and ready to adapt and respond	Provide certification/recertification training to the Emergency Services Manager to help with the development of a comprehensive training and exercise program for Inyo County staff as well as the integration of "Whole Community" into the plan emphasizing engagement at the community level	50% of the training costs will be EMPG Grant Funds and the 50% match will be paid with Cash-County General Funds	Critical-Training and engaging staff and the "whole community" strengthens and builds sustainable resilience. An extensive, well developed and coordinated training plan is essential to recovery and the continuance of operations.	At the 6 month mark, this project will be ___% complete and \$___ funds will be expended. At the 12 month mark, this project will be 100% complete and \$25,000. funds will be expended. At the ___ month mark, this project will be ___% complete and \$___ funds will be expended.
Project G	Prevention	Planning	Goal 5: Develop a united and innovative workforce that is trained, experienced, knowledgeable, and ready to adapt and respond	Hire a consultant to develop, conduct and evaluate exercises that will provide staff and the community with the exposure to a multitude of disaster/emergency specific scenarios and then give them the tools to be successful in their efforts at responding.	50% of the contractor/consultant cost will be EMPG Grant Funds and the 50% match will be paid with Cash-County General Funds	Critical-Exercises provide staff and the community with the knowledge and understanding of identified roles and responsibilities when they respond to/or are part of a disaster scene. Exercises also help identify gaps in services and those gaps are addressed in the After Action Reports. Annual exercises help to build and improve response capabilities.	At the 6 month mark, this project will be 0% complete and \$ 0 funds will be expended. At the 12 month mark, this project will be 100% complete and \$17,000. funds will be expended. At the ___ month mark, this project will be ___% complete and \$___ funds will be expended.
Project J							At the 6 month mark, this project will be ___% complete and \$___ funds will be expended. At the 12 month mark, this project will be ___% complete and \$___ funds will be expended. At the ___ month mark, this project will be ___% complete and \$___ funds will be expended.
Project K							At the 6 month mark, this project will be ___% complete and \$___ funds will be expended. At the 12 month mark, this project will be ___% complete and \$___ funds will be expended. At the ___ month mark, this project will be ___% complete and \$___ funds will be expended.
Project L							At the 6 month mark, this project will be ___% complete and \$___ funds will be expended. At the 12 month mark, this project will be ___% complete and \$___ funds will be expended. At the ___ month mark, this project will be ___% complete and \$___ funds will be expended.

PROJECT LEDGER

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subrecipients may be asked to revise and/or re-submit any altered Financial Management Forms Workbook. **Warning! Decimal usage is not allowed. Attempts to use decimals will prompt error message.**

CFDA # EMPG 97.042

LEDGER TYPE: Initial Application
 Today's Date: June 27, 2016

County of Inyo
 027-00000
 2016-0010

Project	Direct/Subaward	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated	Amount Approved Previous	Amount This Request	Match Amount	Date & Initials (Prog. REP.)	Remaining Balance	Percentage Expended
A	Direct	Personnel Costs - Emergency Services Manager	EMPG	EMG	Organization	Staffing	128,853	-	-	128,853	-	128,853	
B	Direct	Computer Hardware & Peripherals to Support Damage Assessment Software	EMPG	EMG	Equipment	Information Technology	45,916			45,916		45,916	
C	Direct	(8) Ultraportable Computing Devices to Support Damage Assessment Software	EMPG	EMG	Equipment	Information Technology	12,437			12,437		12,437	
D	Direct	Geospatial Information System - Damage Assessment Software	EMPG	EMG	Equipment	Information Technology	10,000			10,000		10,000	
E	Direct	SBA Communications - Fire-911 and Emergency Services Administration Repeater Site Leases	EMPG	EMG	Organization	Day to day activities / operations that support emergency management	11,000			11,000		11,000	
F	Direct	Staff Training	EMPG	EMG	Training	Certification / Recertification of Instructors	7,500			7,500		7,500	
F	Direct	Staff Training	EMPG	EMG	Training	Staff Expenses	20,000			20,000		20,000	
G	Direct	Exercise Development - Contractor	EMPG	EMG	Exercise	Design / Develop	5,000			5,000		5,000	
G	Direct	Exercise Evaluation - Contractor	EMPG	EMG	Exercise	Conduct / Evaluate	9,000			9,000		9,000	
G	Direct	Exercise Production Costs	EMPG	EMG	Exercise	Supplies / Materials / Production Costs	1,000			1,000		1,000	
G	Direct	Exercise Facility Rental Fee	EMPG	EMG	Exercise	Supplies / Materials / Production Costs	5,500			5,500		5,500	
G	Direct		EMPG	EMG	Exercise	Supplies / Materials / Production Costs	1,500			1,500		1,500	

EQUIPMENT

CFDA# EMPG 97.042

LEGER TYPE:	Initial Application
Today's Date:	June 27, 2016

Caution: This document may result in delayed acquisition approval, modification requests, or non-awardment requests. Submitters may be asked to make a copy of this document and submit it to the Approval Application Form Handbook. Warning! Declined usage is not allowed. Attempts to use documents will present error message.

County of Inyo
027-0000
2016-0010

Project	Equipment Description & (Quantity)	AELF	AEL Title	SAFECOM compliance	Funding Source	Dispositive	Solution Area Sub-Category	Invoice Number	Vendor	ID Tag Number	Condition & Disposition	Deployed Location	Acquired Date	Part of a Procurement over \$50k	Site Source Involved	Hold Trigger	Approval Date	Budgeted Cost	Amount Approved Previous	Amount This Request	OSHA Project #	Date & Initials (Prog. REP.)	Total Approved	Remaining Balance
B	(1) Computer Hardware & Peripherals to Support Damage Assessment Software	04RW-01-INHW	Hardware, Computer, Integrated	No	EMPG	EMG	Information Technology							No	No	No Hold Indicated		33,437					33,437	12,437
C	(8) Ultraporable Computing Devices	04RW-01-HHCD	Computing Device Handheld	No	EMPG	EMG	Information Technology							No	No	No Hold Indicated		10,000						10,000
D	(1) Geospatial Information System/Damage Assessment Software	04AP-03-GISS	Geospatial Information System	No	EMPG	EMG	Information Technology							No	No	No Hold Indicated		11,000						11,000

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

TRAINING

CFDA# EMPG 97.042

LEDDER TYPE: Initial Application
 Today's Date: June 27, 2016

County of Inyo
 027-00000
 2016-0010

Warning: Distorted layout is not allowed. Attempts to use decimals will prompt error message.

Project	Direct/Subaward	Course Name	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Feedback Number	Training Activity	Hold Trigger	Approval Date	Total # Trained(\$)	Identified Host	Part of a Procurement over 150k	Sole Source Involved	Budgeted Cost	Amount Approved Previous	Approval: Cal OES ONLY	Date & Initials (Prog. REP.):	REMB Request #	Total Approved	Remaining Balance
F	Direct	TBD	EMPG	EMG	Certification / Recertification of Instructors Staff Expenses	Tuition									25,000						25,000
F	Direct	TBD	EMPG	EMG		Travel									20,000						20,000
															5,000						5,000

EXERCISE

CFDA # EMPG 97.042

LEDGER TYPE:	Initial Application
Today's Date:	June 27, 2016

County of Inyo
027-00000
2016-0010

Warnings in this document may result in delayed application approval, modification requests, or reimbursement requests. Corrections should be made prior to the start of the project. Financial Management System Workbook.
Warning! Excel usage is not allowed. Attempts to use decimals will prompt error message.

Project	Direct/Subaward	Exercise Title	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Hold Trigger	Approval Date	Date of Exercise	Exercise Activity	Identified Host	Date AAR e-mailed to HSEEP	Part of a Procurement over 150k	Sole Source Involved	Budgeted Cost	Amount Approved Priorities	Amount This Request	Date & Initials (Prog. REP.)	REMB Request #	Total Approved	Remaining Balance
G	Direct	TBD	EMPG	EMG	Design / Develop	Consultant / Contractor Fee	No Hold Indicated			TBD					17,000						17,000
G	Direct	TBD	EMPG	EMG	Conduct / Evaluate	Consultant / Contractor Fee	No Hold Indicated			TBD					1,000						1,000
G	Direct	TBD	EMPG	EMG	Supplies / Materials / Production Costs	Materials & Supplies	No Hold Indicated			TBD					5,500						5,500
G	Direct	TBD	EMPG	EMG	Supplies / Materials / Production Costs	Rental Cost	No Hold Indicated			TBD					1,500						1,500

CFDA #: EMPG 97.042

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County of Inyo

027-00000
2016-0010

Supporting Information for Reimbursement/Advance of State and Federal Funds

Initial Application

This request is for an/a:

This claim is for costs incurred within the grant expenditure period from and does not cross fiscal years.

(Beginning Expenditure Period Date)

(Ending Expenditure Period Date)

through

(REIMB or MOD Request #)

(Amount This Request)

Under Penalty of Perjury I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

Statement of Certification - Authorized Agent

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Kevin D. Carunchio-CAO, Dir. of Emergency Services

Printed Name and Title

Signature of Authorized Agent

June 27, 2016

Date

Please reference the Instructions Page under the "Authorized Agent" section for instructions/address on where to mail workbook



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 20
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FROM: Public Works Department

FOR THE BOARD MEETING OF: July 19, 2016

SUBJECT: Provide direction to staff on whether to enter into a grant agreement with State of California, Department of Parks and Recreation for a partially funded grant application.

DEPARTMENTAL RECOMMENDATIONS:

Staff recommends that the Board 1) choose not to enter into a grant agreement with State Parks to complete a partially funded grant and 2) authorize the Public Works Director to complete take steps necessary to withdraw the grant application. It is recommended to apply for the whole project in a future year.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On March 1, 2016, the Board directed staff to apply for a State Parks grant application where the monies would be used to fund the completion of a National Environmental Policy Act (NEPA) document evaluating potential environmental impacts resulting from jurisdictional agreement(s) between Inyo County and the Inyo National Forest for those County roads part of the Inyo County Maintained Mileage System that cross Inyo National Forest land and are proposed for combined use.

On June 6th, State Parks released their intent to award grant applications list. The amount awarded to Inyo County was \$156,268 out of a total requested amount of \$446,615. Project proposals are scored in order until the funding runs out. There was only \$156,268 left for the 11th place planning application. This is a planning grant that can be completed over a three-year period. The project is front loaded with the largest expenditure occurring when completing the required archaeological and biological studies.

Staff contacted the State Parks grant manager to discuss options available to Inyo County with respect to proceeding with the grant. First, staff asked if the project could be phased where the first funds would be used only for archaeological and biological surveys and not for the completion of an Environmental Assessment. The State Parks representative indicated that this would probably be possible assuming the County would apply for additional funds. Secondly, staff asked if the County could proceed with the grant application in the entire amount, could the County be reimbursed the grant amount retroactively if it were successful in obtaining additional funds. The State Parks representative said that this is not allowed. Thirdly staff asked the State Parks representative what the implications would be if the County declined to accept the partial grant award. State Parks staff said that this would not be a problem, that the next highest grant rated requesting agencies would no doubt be happy to receive grant funds. It is not anticipated that the grant award amount will change.

Proceeding with a partial grant award is somewhat awkward. To complete all phases of the grant will likely take close to the full three years. It is preferable to know whether or not the County will receive the entire amount of funding before undertaking the entire project. The project is a significant cost to the County and it is preferable to know what funds are available up front. See the analysis in the Alternatives section of this report.

Inyo National Forest staff and the Adventure Trails of the Eastern Sierra group were contacted. Both would like to see this project completed. However, both understand that it may be risky to initiate the grant as a partially funded program and said they will be supportive of the County with whatever direction it chooses to take. County staff has received some feedback from State Parks staff on how to make the County application score more highly in future years.

There is draft legislation to continue Assembly Bill 628 until January 1, 2020. If the County were to be awarded the entire grant amount next year, it would be finishing the proposed grant in mid 2020. This would give the County an opportunity to re-evaluate the combined-use program at that time assuming that enacting legislation were put into place.

State Parks staff indicated that the total pot of State Parks grant funds to be available in FY 2016-2017 is estimated to increase from \$26 million this year to \$30 million.

Given the project timeframe and increased costs of dividing the grant into multiple phases, it is recommended that the County waive the current grant award and try again next year.

Background

This portion of the agenda request is substantially similar to the March 1, 2015 version. AB 628, creating Vehicle Code section 38026.1, was passed by the State Legislature and signed into law in 2011. The bill authorizes Inyo County to establish a pilot project and designate specified combined-use highways to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service (USFS) lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified linkage of trail systems for off-highway motor vehicles. The law will sunset on January 1, 2017 unless extended by the Legislature.

The County of Inyo adopted Implementing Procedures for AB 628 (Implementing Procedures) consistent with the requirements of Vehicle Code sections 38026.1(b)(1) & (2) in 2012. On October 12, 2012, the Adventure Trails System of the Eastern Sierra, LLC (Applicant) submitted 38 separate applications to Inyo County. Each application sought County designation of a combined-use route project permitting Off Highway Vehicles (OHV) to share the road with regular vehicular traffic as allowed by Vehicle Code section 38026.1. Each application was for an individual project, collectively referred to as the ATV Adventure Trails of the Eastern Sierra Project. Each application was filed in accordance with both AB 628 and the Implementing Procedures.

Before the Board of Supervisors considered the 38 combined-use applications, the project proponents requested that the Board limit its consideration to just 8 combined-use routes, with one of the routes being revised. On January 22, 2015, the Board of Supervisors approved seven combined-use routes. Of those seven routes, only three have been opened, though the other four will likely be opened in the next month since the County has reached an agreement with the City of Los Angeles regarding the start point for four of the approved routes.

Inyo National Forest

The County was limited in its ability to designate combined use routes by the position of the Inyo National Forest. The Inyo National Forest has repeatedly expressed general support for the project, although the Forest Service has specific concerns with the project. In particular, the Forest Service is concerned that no right of way agreements or easements have been identified which grant the County authority to maintain the roads on Forest Service lands

proposed to be designated as combined use routes. The Forest Service believes that in order for the County to proceed with the portion of the Pilot Project located on USFS land, an agreement between the Forest Service and the County must be in place that clearly describes an easement or right of way for the road that is being used for combined use. Before the Forest Service can consider entering into such an agreement or granting an easement for the roads, there would have to be compliance with the National Environmental Policy Act (NEPA).

No clear jurisdictional agreements have yet been located for the subject roads. If appropriate road right of way agreements cannot be located, then the County could either 1) reach an agreement with the Forest Service or 2) demonstrate that the County has rights to use the roadway based on Revised Statute (RS) 2477.

As part of its approval of combined-use routes, the County did not approve any routes that have a start or an end point on a road part of the USFS system.

The NEPA review of County roads will require environmental surveys along the entire portion of the road that crosses Inyo National Forest land. Once the field information has been completed, it is estimated that it would take 12-24 months to complete NEPA. County staff proposes to hire a consultant to complete the NEPA process. The County has three years to complete this type of OHV grant application.

If the Board opts to move forward with this grant application, County staff will bring forward an MOU between the County and the Forest Service clearly stating the roles of each agency. The NEPA document will require approval by the Inyo National Forest Superintendent.

Perpetual Easements

For each project the County has pursued on Forest Service land in the last five years or so (Sabrina Bridge, Whitney Portal Road, South Lake Road, and Rock Creek Road), it revisited the jurisdictional issue with the Forest Service. Initially the Forest Service had some reluctance to reach an agreement that would grant the County a perpetual easement to operate these roadways. However, the Forest Service appears to be open to an agreement at this time. So as to make future projects more agreeable to each party, staff proposes that the County pursue an agreement with the Forest Service to provide the County with a perpetual easement to operate roads the County maintains on Forest Service land. This will make it such that the County is better prepared to undertake projects on these roads and to respond to emergency events that effect roadway operation.

Evaluation of the Entire System

Staff proposes that the easement negotiation apply to all County roads that cross Inyo National Forest land. This is a significant and costly task. The State Park's grant that pays for a portion of this cost would be helpful.

Risk Assessment

The completion of this grant application is dependent on the California Legislature extending the ability of Inyo County to designate combined use routes of up to 10.0 miles in length. If this law sunsets, the grant application would need to be withdrawn.

The jurisdictional and right of way issues are a concern to the Road Department not just for the designation of combine use routes but for the long term operation and maintenance of these facilities. It is possible that the controversial nature of the combined use route designation process could make the environmental document more challenging to approve.

General Plan Consistency and Neighboring Agency Plan Consistency

The proposed project is consistent with the Inyo County General Plan Policy which states that the County supports and encourages varied use of public recreation opportunities, including: "Off road vehicle use is a significant recreational activity in the County. Existing off-road vehicles use areas should be continued and

additional off-road vehicle areas should be developed.” The completion of this project will give the County the ability to approve additional combined-use routes that cross USFS land.

ALTERNATIVES:

- 1) Phase the project so that the first round of funding is used exclusively for archaeological and biological surveys. Authorize the Public Works Director to enter into agreement with California State Parks Off-highway Motor Vehicle Division for a partially awarded grant. The County would pursue additional funding for a Phase II to complete the Environmental Assessment under NEPA. The table below estimates the expense to the County if it were to pursue this approach.

Grant Component	Cost to County if awarded whole grant	Cost to County if no additional funds received	Cost to County if total Phase II funds received
Archaeological & Biological Surveys	\$75,112	\$144,177	\$144,177
Environmental Assessment	\$46,875	\$187,500	\$46,875
County staff contribution	\$18,462	\$73,846	\$29,042 (County staff time is focused more on the EA)
USFS staff contribution	\$8,423	\$33,692	\$25,269 (USFS staff time is estimated to focus 75% on the environmental surveys)
Total	\$148,872	\$439,215	\$245,363

If the County were to receive a grant award for a Phase II, it is estimated that the County would have to spend approximately \$96,491 more than it were if it to receive the entire grant amount. If the County were to not receive any additional funds, the project would cost \$290,343 more than if the County were to receive the entire grant amount. The table above does not take into account those portions of the whole project that are not covered by the grant.

- 2) Direct staff to scale the project so that all components of the grant application are being completed on a smaller scale than initially envisioned. This would likely complicate the grant application more than it needs to be. There will be a loss in efficiency in taking on a smaller program.
- 3) Postpone a decision to a later date and provide specific direction for staff.

OTHER AGENCY INVOLVEMENT:

- California Department of Parks and Recreation Off-highway Motor Vehicle Recreation Division (grant approval)
- Inyo County Road Department (matching funds plus remainder of project)
- Inyo County Planning Department (staff time to insure compliance with NEPA)
- Inyo County Local Transportation Commission (matching funds plus remainder of project)
- Inyo National Forest (staff time to insure compliance with NEPA, approval of NEPA document)

FINANCING:

If the County is successful in receiving this grant, this matter will be brought back before the Board to finalize the budgeting for this project. The County will find out whether it received the grant in early July, 2016. The total estimated cost to complete the NEPA document is \$629,176. The project scope includes:

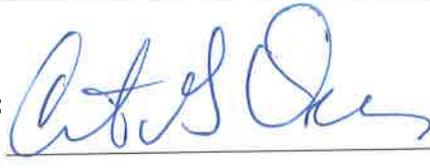
- Archaeological & Biological Surveys by a consultant of approximately 48.6 miles of County roads
- Completion of an Environmental Assessment (EA) by a consultant
- Reimbursement to Planning Department and County Counsel for their time reviewing / working on the environmental document
- Reimbursement to Inyo National Forest staff for their time reviewing the environmental document

Potential Expense to County (County Cost in Bold)			
Project Component	Length (Miles)	Cost for Archaeological and Biological Survey	Cost per Mile
All Roads Total Cost	130.8	\$808,605	\$6,182 / Mile
Combined Use Routes Total Cost	48.6	\$300,445	\$6,182 / Mile
State Parks Contribution (75%)		\$225,333	
County Contribution (25%)		\$75,112	
County Maintained Roads on USFS land not proposed for combined use	82.2	\$508,160	\$6,182 / Mile
	Cost	Notes	
Estimated Cost for Combined Use Portion of EA	\$187,500	The cost of the EA, not including the environmental studies, should not be that different whether the project measures 48.6 mile or 130.8 miles. Therefore the combined use stand alone cost for the EA is estimated to be 75% of the total cost of \$250,000 or \$187,500	
State Parks Contribution (75%)	\$140,625		
County Contribution (25%)	\$46,875		
County Separate Contribution	\$62,500		
Staff Cost			
County Staff	\$73,846		
State Parks Contribution (75%)	\$55,384		
County Contribution (25%)	\$18,462		
USFS Staff	\$33,692	Due to the nature of the USFS review of the EA, it is estimated that the grant eligible portion will be 50% of the total estimate of \$67,385 or \$33,692	
State Parks Contribution (75%)	\$25,269		
County Contribution (25%)	\$8,423		
Total Grant Cost	\$629,176		
State Parks (75%)	\$455,034		
County Match (25%)	\$148,872		
County Cost (outside of grant)	\$604,353 plus USFS cost for easement review still to be determined. Funds for this in upcoming fiscal years will come from Road Department and Local Transportation Commission budgets.		

The estimated cost for the matching funds of the State Parks grant is \$148,872. The matching funds would be taken from the Road Department and the Transportation and Planning Trust budgets in Fiscal Years 2016-2017, 2017-2018, and 2018-2019. There will be an additional cost to the County of approximately \$604,353 to complete the environmental review of the remaining County roads not proposed for combined use and also to cover the USFS cost for environmental review not part of the grant application.

APPROVALS

<p>COUNTY COUNSEL:</p>	<p>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.)</p> <p>Approved: _____ Date _____</p>
<p>AUDITOR/CONTROLLER</p>	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)</p> <p>Approved: _____ Date _____</p>
<p>PERSONNEL DIRECTOR</p>	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p>Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:  Date: 7/6/15

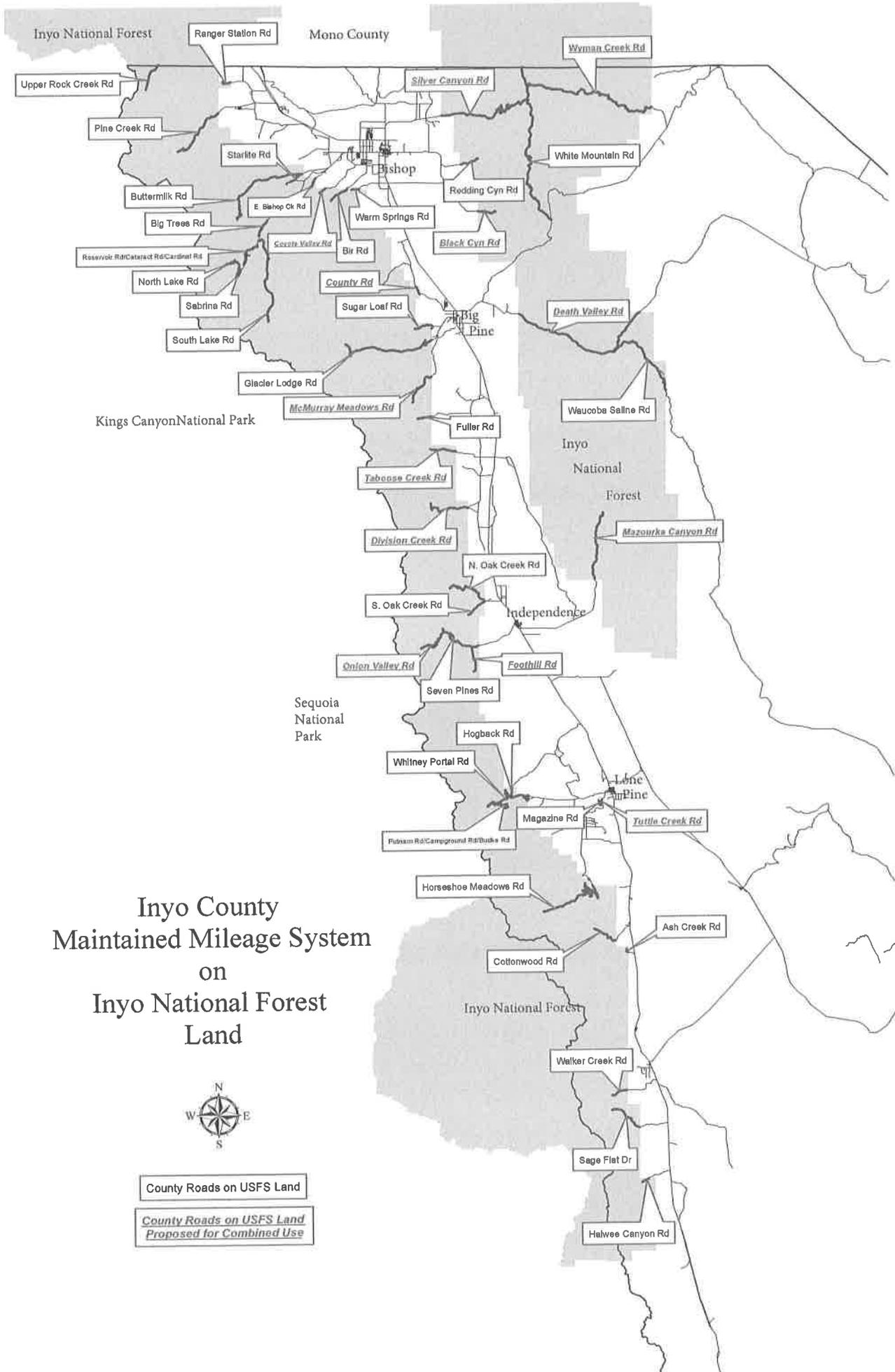
(Not to be signed until all approvals are received)

Attachments: State Parks Intent to Award Score Sheet
 Map of Inyo County Roads that cross Inyo National Forest land

**Intent to Award
2015/16 Grants and Cooperative Agreements
Planning**

#	Applicant	Project Title	Project Number	Possible General Criteria Score	Applicant General Criteria Score	Division General Criteria Score	Possible Project Criteria Score	Applicant Project Criteria Score	Division Project Criteria Score	Total Project Score	Amount Requested	Amount Awarded	Balance (see note)
1	USFS - Tahoe National Forest	Planning YRRD Washington Feasibility Study	G15-02-20-P04	120	87	95	69	42	38	70.37	\$10,820	\$10,820	\$1,300,000
2	BLM - Eagle Lake Field Office	FY16 Fort Sage Planning	G15-01-08-P01	120	86	92	69	44	40	69.841	\$38,500	\$38,500	\$1,250,880
3	USFS - Tahoe National Forest	Planning ARRD Development	G15-02-20-P01	120	87	95	69	41	37	69.841	\$151,025	\$151,025	\$1,099,655
4	USFS - Tahoe National Forest	Planning Eastside OHV Connectivity	G15-02-20-P05	120	87	95	69	41	34	68.254	\$77,075	\$77,075	\$1,022,580
5	USFS - Tahoe National Forest	Planning YRRD Packer	G15-02-20-P03	120	87	95	69	38	23	62.434	\$23,945	\$23,945	\$998,635
6	USFS - Sierra National Forest	Planning - Kamook Staging Area	G15-02-17-P03	120	80	85	69	34	32	61.905	\$29,945	\$29,945	\$968,690
7	USFS - Stanislaus National Forest	Calaveras Slick Rock Planning	G15-02-19-P01	120	85	91	69	33	24	60.847	\$50,036	\$50,036	\$918,654
8	USFS - Sierra National Forest	Planning - Add Roads Trails	G15-02-17-P02	120	80	85	69	36	30	60.847	\$712,606	\$712,606	\$206,048
9	USFS - Sierra National Forest	Planning - Iron Telephone Staging Area Toilet Building	G15-02-17-P04	120	80	85	69	29	27	59.259	\$16,676	\$16,676	\$189,372
10	Trinity County Resource Conservation District	Trinity County OHV Planning	G15-07-02-P01	120	81	84	69	29	21	55.556	\$34,000	\$33,104	\$156,268
11	Inyo County Public Works	Planning	G15-03-74-P03	120	82	89	69	39	5	49.735	\$446,615	\$156,268	\$0
12	USFS - Lake Tahoe Basin Management Unit	LTBMU Winter Travel Management (OSVUM)	G15-02-07-P01	120	73	72	69	48	16	46.561	\$69,000	\$0	\$0
13	County of Lassen Department of Public Works	Lassen Co PW Planning FY16/17	G15-03-31-P01	120	61	64	69	40	10	39.153	\$27,000	\$0	\$0
14	Madera County	Planning - Black Hawk Ranch Recreation Area	G15-03-69-P01	120	12	14	69	45	45	31.217	\$534,241	\$0	\$0
15	County of Yolo	Planning	G15-03-40-P01	120	5	7	69	48	44	26.984	\$165,900	\$0	\$0
TOTALS											\$2,387,384	\$1,300,000	

Note: The project beginning balance amount is based on the Governor's 2016/17 proposed budget. Any changes to the Governor's proposed budget may necessitate the revision of the beginning balance accordingly.



Inyo County Roads that cross Inyo National Forest land

Road Name	Total Road Distance Surface	Paved Distance	Crosses USFS land	Distance on USFS	Part of Adventure Trails	Distance on both USFS & Adventure Trails	Notes	Road Accesses
Ash Creek Road	1.61 unpaved	0.00	N/A	0.0	No			Fishing, dispersed recreation
Bir Road	2.16 Paved	2.16	Yes	0.4	No			Residential development
Bishop Creek Road, East	1.88 Paved	1.88	Yes	0.1	No			Plant Five
Black Canyon Road	5.35 unpaved	0.00	Yes	1.4	Yes	1.4		Recreational area, OHV's, mining
Budke Road	0.17 Paved	0.17	Yes	0.2	No			Cabins at Whitney Portal
Buttermilk Road	7.64 unpaved	0.00	Yes	6.2	No			Recreational area, OHV's, climbers, hunting, trailheads
Camp Ground Road	0.13 Paved	0.13	Yes	0.1	No			Campground at Whitney Portal
Cardinal Road	0.41 Paved	0.41	Yes	0.3	No			Access to commercial recreation
Caracac Road	0.73 Paved	0.73	Yes	0.4	No			Access to residential area
Cottonwood Road	4.37 unpaved	0.00	Yes	2.0	No			Fishing, hiking, camping
County Road	1.00 Paved	1.00	Yes	0.1	Yes	0.1	Old alignment of US 395, relinquished from Caltrans	Road crosses USFS corner
Coyote Valley Road	4.09 unpaved	0.00	Yes	0.5	Yes	0.5		Recreational area, OHV's, trailheads
Death Valley Road	20.28 Paved	20.28	Yes	13.1	Yes	11.7		Dispersed recreational area, OHV trails
Division Creek Road	3.63 Paved	3.63	Yes	2.6	Yes	2.6		Trailhead, OHV, LADWP facility
Foothill Road	2.80 unpaved	0.00	Yes	2.8	Yes	2.8		Fishing, Shepherd Pass trailhead
Glacier Lodge Road	7.71 Paved	7.71	Yes	7.4	No		This segment of Glacier Lodge has been closed since 1983 debris flow.	Trailheads, fishing, camping
Glacier Lodge Road	1.63 Paved	1.63	N/A		No			See notes
Haiwee Canyon Road	2.62 unpaved	0.00	Yes	0.7	No			Trailhead
Horseshoe Meadows Road	18.71 Paved	18.71	Yes - 11.4		No		ROW agreement in place	Trailheads, fishing, camping
Indian Cemetery Road	0.50 unpaved	0.00	Yes	0.4	No			Road crosses USFS parcel, possibly old ranger station
Mazourka Canyon Road	10.25 unpaved	0.00	Yes	3.5	Yes	3.5		Recreation, trailheads, OHV's, hunting, mining
McMurray Meadows Road	7.54 unpaved	0.00	Yes	1.9	Yes	1.9		Recreation, trailheads, OHV's
North Lake Road	2.08 unpaved	0.00	Yes	2.1	No			Trailheads, fishing, camping
Oak Creek Road, North	1.00 Paved	1.00	Yes	0.9	No			Trailheads
Oak Creek Road, North	3.05 unpaved	0.00	Yes	3.4	No			Trailheads
Oak Creek Road, South	1.42 Paved	1.42	Yes	1.4	No			Private ranch
Onion Valley Road	14.40 Paved	14.40	Yes	9.5	Yes	0.8		Trailheads, fishing, camping
Pine Creek Road	9.40 Paved	9.40	Yes	4.4	No			Trailheads, fishing, camping, mining
Pumam Road	0.87 Paved	0.87	Yes	0.9	No			Cabins at Whitney Portal
Ranger Station Road	unpaved	1.30	Yes	0.3	No			Dispersed recreation, hunting
Redding Canyon Road	unpaved	1.82	Yes	0.2	No			OHV's, dispersed recreation mining
Reservoir Road	0.56 Paved	0.56	Yes	0.6	No			Fishing
Subrina Road	0.68 Paved	0.68	Yes	0.7	No			Trailheads, fishing, camping, reservoir
Sage Flats Drive	5.45 Paved	5.45	Yes	1.5	No			Cattle drive, trailhead
Seven Pines Road	0.32 Paved	0.32	Yes	0.3	No			Leased USFS cabins
Silver Canyon Road	13.86 unpaved	0.00	Yes	10.9	Yes	10.9		Dispersed recreation, OHV's
South Lake Road	7.37 Paved	7.37	Yes		No			Trailheads, fishing, camping, residential areas, reservoir
Starlite Drive	1.15 Paved	1.15	Yes	1.2	No			Residential area
Sugar Loaf Road	1.00 Paved	1.00	Yes	0.1	No			School facility
Sugar Loaf Road	0.96 unpaved	0.00	Yes	1.0	No			Dispersed recreation, OHV's
Tahoe Creek Road	4.29 unpaved	0.00	Yes	2.2	Yes	0.4		Trailhead, fishing, camping
Tuttle Creek Road	Paved	5.10	Yes	0.4	Yes	0.4		Trailhead, subdivision
Upper Division Creek Road	1.13 Paved	1.13	Yes	0.1	No			Alternate access to Division Creek
Upper Rock Creek Road	2.83 Paved	2.83	Yes - 2.8		No		ROW agreement through Mono County Forest Highways grant	Trailheads, fishing, camping
Walker Creek Road	5.00 unpaved	0.00	Yes	1.4	No			Dispersed recreation
Waucoha Saline Road	27.20 unpaved	0.00	Yes	14.5	No			National Park dispersed recreation, camping
White Mountain Road	6.62 Paved	6.62	Yes	6.6	No			Trailheads, camping, mining, OHV's
White Mountain Road	8.36 Paved	8.36	Yes	8.4	No			Trailheads, camping, mining, OHV's
Whitney Portal Road	13.35 Paved	13.35	Yes - 4.9		No			Trailheads, fishing, camping, cabins
Wyman Creek Road	17.70 unpaved	0.00	Yes	13.7	Yes	11.6		Dispersed recreation, fishing, OHV's
Maint. Surface Paved	255.26	142.57		130.8		48.5		



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: Water Department

FOR THE BOARD MEETING OF July 19, 2016

SUBJECT: Consideration of a letter to the California Water Commission concerning the boundaries of the Owens Valley Groundwater Basin

DEPARTMENTAL RECOMMENDATION:

The Water Department requests consideration and approval of a draft letter to the California Water Commission (CWC) concerning the California Department of Water Resources recommendation to deny Inyo County's request to subdivide the Owens Valley Groundwater Basin into two subbasins, and direct the Board Chair to sign.

SUMMARY DISCUSSION:

As a first step in implementation of the Sustainable Groundwater Management Act (SGMA), local agencies are afforded an opportunity to request modifications to the boundaries of groundwater basins. At your March 15, 2016 meeting, your Board adopted a resolution requesting that the Owens Valley Groundwater Basin be subdivided into two subbasins bounded at the county line between Laws and Chalfant Valley. This request was submitted to the California Department of Water Resources (DWR) with voluminous supporting material (see: <http://sgma.water.ca.gov/basinmod/basinrequest/preview/6>). Mono County and the Tri Valley Groundwater Management District also adopted resolutions of support for the request. DWR recently made a draft recommendation that this request be 'Denied with modifications.' Their recommendation is to not subdivide the basin as we proposed, but instead add a subbasin that comprises Fish Slough. DWR has not provided any analysis to support their recommendations, but did convey via telephone that they did not think that there was adequate evidence of a groundwater flow barrier as claimed in the request, and that local tribes had opposed the request. DWR will present these draft recommendations at the July 21, 2016 meeting of the CWC, and final recommendations will be considered at the September 21, 2016 meeting of the CWC. Staff is drafting a letter for your Board to consider submitting to the CWC asking that they not accept DWR's recommendation to deny the requested basin boundary modification. The draft letter will be available prior to your Board meeting.

OTHER AGENCY INVOLVEMENT:

DWR, Mono County, Tri Valley Groundwater Management District, tribes, other interested parties.

FINANCING:

Not Applicable.

APPROVALS

COUNTY COUNSEL: <p align="center">N/A</p>	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 align="right">Approved: _____ Date: _____</p>
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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)



Date: 7/12/16



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 for Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: July 19, 2016

SUBJECT: Renewable Energy Transmission Initiative (RETI) 2.0

DEPARTMENTAL RECOMMENDATION: Receive a presentation from staff regarding the status of the RETI 2.0 and provide direction.

SUMMARY DISCUSSION: The California Energy Commission (CEC), California Public Utilities (CPUC), and the California Independent System Operator (CalISO) initiated the Renewable Energy Transmission Initiative (RETI) 2.0¹ in September 2015 to plan for renewable electricity and transmission. This planning effort is intended to help achieve the State's current climate and policy goals that include producing 50-percent of the State's electricity from renewable resources, which will require new investments in transmission. Currently, the RETI 2.0 team is a little behind schedule, but is planning on having a draft report completed by October, 2016.

The RETI 2.0 team has been working on identifying high value renewable resources (in State and out of State) and strategizing where the necessary transmission upgrades will be needed to bring these resources to high use areas. Currently there are six focus areas in the State that are being evaluated: Tehachapi, Victorville/Barstow, Riverside East, Imperial Valley, San Joaquin Valley and Northern California. Other States' resources that are also being evaluated include: New Mexico, Wyoming, Arizona, Nevada and Washington. These resources are being assessed for potentially bridging the gaps in service delivery. None of the focus areas include Inyo County, but there is the potential that transmission needs will require new or upgraded facilities to run through it.

The RETI 2.0 team is asking the Counties for relevant data and information regarding renewable energy planning that has been done to supplement the land evaluations currently being worked on and what was developed in the Desert Renewable Energy Conservation Plan and the San Joaquin Solar Energy Initiative. Staff has already given the data generated for the Renewable Energy General Plan Amendment and the Owens Valley Solar Energy Study to the CEC which has been passed along to the RETI 2.0 team. This includes the County's Solar Energy Study Areas in Geographic Information System (GIS) layers, the Renewable Energy General Plan policies and all of the data, GIS layers and information that was collected for the Owens Valley.

A meeting has been scheduled for July 21, 2016 at the Energy Commission Building in Sacramento (this meeting will be available via WebEx, as well) to discuss the counties' plans, restrictions and any land use or environmental evaluations they have conducted to date and how these might be incorporated into the RETI 2.0. A list of questions was put together by RETI 2.0 team for the counties to think about prior to the meeting, these are:

¹ For more information about RETI 2.0 see: <http://www.energy.ca.gov/reti/> and <http://inyoplanning.org/RETI2.0.htm>

- What is the status of land use planning for utility-scale renewable energy in the county?
- Are there exclusion areas for renewable energy or transmission development?
- Are there preference areas for renewable energy or transmission development?
- Are there technology-specific restrictions (e.g. wind)?
- What's the status of environmental planning (e.g. sensitive species or critical habitat) that could affect renewable energy or transmission development?
- Are there planning efforts with other government entities (e.g. tribes, military) potentially affecting renewable energy or transmission that we should be aware of?
- Are there geographic (GIS) data layers for any of the above that you can share with us?

Most of these questions have been or can be easily answered with the data and information staff has already provided and it is exciting to see that the County's efforts will be used in RETI 2.0 analysis.

OTHER AGENCY INVOLVEMENT: Numerous potentially affected agencies and stakeholders, such as the CEC, CPUC, CalISO, Bureau of Land Management, Department of Defense, National Park Service, other counties, and other interested individuals and organizations.

FINANCING: General funds are utilized to monitor State planning efforts.

<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 board clerk.)</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

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



Date: 7/6/16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: Probation Department, Chair of the Community Corrections Partnership (CCP)

FOR THE BOARD MEETING OF: July 19, 2016

SUBJECT: Community Recidivism Reduction Grant (CRRG) – Response to Request for Proposal (RFP)

DEPARTMENTAL RECOMMENDATION: Request your Board to:

- 1) review the Grant proposal received in response to the Request for Proposals;
- 2) receive a recommendation from Chief Probation Officer Jeff Thomson as the Community Corrections Partnership Chairperson and member of the Community Recidivism Reduction Grant Review Committee;
- 3) award the Community Recidivism Reduction Grant, as allocated to Inyo County, to United Methodist Social Services;
- 4) direct Probation staff to prepare a contract between Inyo County and United Methodist Social Services in the amount of \$15,000 for the time period of August 1, 2016 through February 19, 2020 in accordance with the Community Recidivism Reduction Grant guidelines, County requirements/procedures, and the Board's directives as a result of this Board meeting; and,
- 5) authorize County Administrative Officer Kevin Carunchio to sign the contract after the contract has been finalized and all signatures have been obtained.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: In September 2014, your Board directed the Chief Probation Officer to send a letter to the Board of State and Community Corrections (BSCC) on behalf of Inyo County of its intent to accept Recidivism Reduction Fund monies. The Budget Act of 2014 had allocated \$8 million to the BSCC for the Community Recidivism Reduction Grant (CRRG) as described in Penal Code Section 1233.10. Then in June 2015, the Governor's Budget allocated an additional \$4 million in the 2015-16 Budget and extended the BSCC's encumbrance date of the Grant monies to individual Counties from December 2015 to June 30, 2016. A total of \$15,000 has been received by the County and is available for allocation by the Board of Supervisors.

The Grant monies are "to be provided to a nongovernmental entity or a consortium or coalition of nongovernmental entities that provide community recidivism and crime reduction services to persons who have been released from state prison, a county jail, or a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities." "Funding is available for expenditure for four (4) years" and any unspent funds revert to the state. Monies are to be used within four (4) years of the **distribution** date of the FY14/15 monies (\$10,000), said due date would be December 5, **2018** and for FY15/16

monies (\$5,000), said due date would be February 19, **2020**. The monies are being held in the Public Safety Realignment Trust, Budget 500106.

On March 8, 2016, your Board reviewed and approved the draft CRRG Request for Proposals and directed Probation to advertise. In early March 2016, the RFP was advertised and numerous local non-profits received a copy of the RFP. No responses were received. Again, in late April and in early May 2016, the RFP was advertised and numerous local non-profits received a copy of the RFP. One (1) proposal was received from United Methodist Social Services located in Bishop. Attached is their proposal for your review and discussion.

To recap, there is no Grant match requirement; however, per Penal Code Section 1233.10(a) "a county board of supervisors, in collaboration with the county's Community Corrections Partnership, shall develop, administer, and collect and submit data to the" BSCC "regarding a competitive grant program intended to fund community recidivism and crime reduction services, including, but not limited to, delinquency prevention, homelessness prevention, and reentry services." Pursuant to Penal Code Section 1233.10(a)(2)(d) (page 3 of Attachment I) the Board of Supervisors in collaboration with the County's Community Correction Partnership "shall grant funds allocated to the county, as described in subdivision (a), to community recidivism and crime reduction service providers based on the needs of their community." Lastly, up to 5 percent may be withheld by the Board of Supervisor or the Community Corrections Partnership for the payment of administrative costs. And, as specified in the Request for Proposals, the Grant recipient(s) may use up to 5% of their allocation for indirect costs which includes operational overhead and administrative costs.

The proposals have been reviewed by the Community Corrections Partnership (CCP) CRRG Review Committee and the Committee unanimously recommends to the Board that 1) the "up to 5% may be withheld by the Board of Supervisors or Community Corrections Partnership for the payment of administrative costs", a total of \$750, **be waived** and 2) United Methodist Social Services receive Grant funding of \$10,000 (FY14/15 allocation) and \$5,000 (FY15/16 allocation) for a total not to exceed amount of \$15,000.

The proposed contract term will be August 1, 2016 through February 19, **2020**. Along with the other requirements outlined in a standard County contract, the terms shall include, but are not limited to:

- 1) the FY14/15 monies of \$10,000 are to be expended by December 5, **2018** and the FY15/16 monies of \$5,000 are to be expended by February 19, **2020**, or it will revert back to the State of California;
- 2) United Methodist Social Services shall report to the Community Corrections Partnership Chairperson and/or Board of Supervisors data on the number of individuals served per program at a minimum of once a year for the time period of December 5th through December 31st for each year of the contract or quarterly, if directed by your Board;
- 3) United Methodist Social Services shall submit *quarterly* reimbursement requests for a total amount not to exceed \$15,000.

On behalf of the Board, the Probation Department will oversee and manage the CRRG contract. The \$15,000 will be distributed in accordance with the contract terms with United Methodist Social Services. After meeting with the Budget Team to review FY16/17 proposed budget requests, revenue and expenditures in the amount of \$15,000 have been added to the Probation – General Budget 023000.

The Chief Probation Officer respectfully requests input from the Board on the recommendations listed above.

ALTERNATIVES: Your Board could choose not to allocate the monies to United Methodist Social Services and return the monies to the State of California or the Board could direct that the Probation Department to advertise the RFP again. Both alternatives are not recommended.

OTHER AGENCY INVOLVEMENT: United Methodist Social Services

FINANCING: Recidivism Reduction Fund monies have been received by your Board in the amount of \$15,000 and are currently being held in the Public Safety Realignment Trust, Budget 500106. \$15,000 has been budgeted in the Probation – General Budget 023000, Revenue Object Code 4498 - State Grant and in Expenditures Object Code 5539 - Other Agency 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>7/1/16</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>7/5/2016</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:

7/7/16

Attachment: United Methodist Social Services Proposal

Community Recidivism Reduction Grant Proposal – May 2016

United Methodist Social Services – 205 Fowler Street, Bishop, CA – 760-872-6214

1. Background of United Methodist Social Services (UMSS)

UMSS is an outreach ministry of the Bishop First United Methodist Church, whose roots began in 1998 when the congregation responded to an identified need for an Alzheimer's Day Care Resource Center in Inyo County. The church submitted a grant proposal to the State of California and received an \$80,000 grant to begin services. A couple of years later, Inyo County requested that Bishop UMC establish a 501(c)3 non-profit corporation in order to continue receive funding through the state grant.

An umbrella non-profit corporation was established as United Methodist Social Services in June 2001. While an extension of the ministry of Bishop UMC, UMSS has a separate bank account to hold all funds given to support UMSS projects. The mission of UMSS is: “responding in love to meet the needs the people of the people of the Eastern Sierra that are not adequately met through existing structures.” Throughout the ensuing years, a number of other projects and programs have been established under UMSS, including;

- ***The Friendship Center*** – Operating as an outgrowth of the Alzheimer's Day Care Resource Center, The Friendship Center provides a state-licensed adult day care service for persons with Alzheimer’s / Dementia and provides respite services, education, and support for caregivers.
- ***Spirit of Recovery*** – The goal of this program is to educate the community and empower those affected and afflicted by substance abuse. Within the wider community, we work with Judge Dean Stout and the Inyo County Drug Court to provide support, spiritual counsel, and encouragement to persons in recovery, including securing housing (which is often subsidized for a period of time),

as well as providing assistance in finding employment.

- ***Soup Kitchen*** – Established to provide a community based response primarily to low-income individuals and homeless persons, the Soup Kitchen currently serves lunch three days a week, serving between 75 and 100 persons each day. In addition to lunch, extra food is often available to go, and a sack lunch is offered once a month to provide food on the weekend. More recently, other outreach to the Soup Kitchen community has included Showers, new shoes and socks, hand-made beanies and scarves during the winter, hosting a clinic for vaccination for the flu in conjunction with Inyo County Public Health, and providing space for the annual homeless survey for Inyo-Mono Advocates for Community Action.
- ***Independent Living*** – Established to provide support services to persons challenged by physical and emotional challenges to maintain independent living, this program currently, provides a bowling fellowship.
- ***Overflow Blessings*** – This program accepts donations of fabric, sewing notions, yarn, embroidery and needlepoint supplies, and offers them for sale at IMAH Thrift Store. Money raised helps support UMSS programs and ministries.
- ***Friends of the Bishop Community Garden*** – UMSS worked with the City of Bishop and developed a Memorandum of Understanding (MOU) to allow the Bishop Garden to operate within the bounds of the city park. This agreement makes space available for use for the community and other non-profits / school programs, such as the Master Gardeners. The Garden provides fresh produce for the clients of the Soup Kitchen, and UMSS offers subsidized plots for low-income individuals and others in our programs.

UMSS is able to do so much good with a limited amount of funding because of the many volunteer hours that are donated by our volunteers and the Board of Directors. Additionally, UMSS

receives a great amount of support from the Bishop UMC congregation, including insurance, maintenance and custodial time, and staff time, often at no cost or well below the actual cost. Currently, UMSS has only 3 part-time paid staff: a bookkeeper, the program director of The Friendship Center, and an aide for the Friendship Center. The total budget for these three positions, including benefits, is approximately \$21,000. The total expenditures for all current programs are approximately \$63,000 annually (not including non-cash in-kind gifts of food from local businesses, individuals, and community groups).

***SPIRIT OF RECOVERY:**

It is the intention of UMSS to expand the work of Spirit of Recovery through this grant proposal, and rename it *Re-Entry and Recovery*. As such, we will build on the work done over the past ten years, working to provide support for persons in recovery. This work included:

- ***Breakfast Forums*** – These events were designed to educate the community of the need to prioritize recovery from drug addiction and provide community support for persons moving from addiction to recovery. Multiple individuals, agencies, and institutions from around Inyo County provided input and answered questions. Special emphasis was given to faith communities' role in providing spiritual support for recovery.
- ***Inyo County Drug Court*** – Supporting the Drug Court by attending Drug Court sessions, providing temporary housing for Drug Court participants, collaborating with law enforcement and the Court to identify housing candidates, offering spiritual counseling and grief counseling, attending Drug Court Association meetings, giving leadership to the Drug Court Alumni Group, sponsoring a Thanksgiving Dinner for Drug Court participants, and assisting Drug Court participants in finding temporary employment, when possible.

- *Dinners Honoring Employers of People in Recovery and Drug Court Graduates*
- *Providing Transportation to Residential Treatment Facilities*
- *A Breakfast Forum to Focus on Challenges and Opportunities Related to AB 109*

2. Needs Assessment

The focus of AB 109 is to reduce recidivism, in part through community involvement in providing services for returnees from incarceration. Based on UMSS involvement in the Inyo County Drug Court program and Community Corrections Partnership (CCP), we identify the following needs in supporting returnees and reducing recidivism:

- **A successful transition** from Inyo County Jail to a safe, clean, and sober environment during the first 48 hours following release.
- **Temporary housing** that promotes an environment for clean and sober living.
- **Employment** following release from incarceration to provide for living expenses.
- **A support network** that facilitates an effective connection with service providers.
- **A sense of optimism** that the returnee can overcome the obstacles that stand between him or her and productive living as a responsible citizen.

Through this program, we hope to provide services for at least ten returnees during the one-year grant time frame. Our target population consists primarily of Post Release Community Supervision (PRCS) returnees. We will provide these services without prejudice in regards to race, ethnicity, religious affiliation, offense history, sexual orientation, or gender. We will select participants based on a recommendation from the Inyo County Re-Entry Coordinator. Participation in the housing program depends on remaining drug and alcohol free, and taking courses on job and life skills while in prison. These criteria will be set in consultation with the Inyo County Re-Entry Coordinator.

3. Program Design

UMSS can assist with all of the needs named above in varying degrees. By providing temporary housing for persons, including assistance with furnishing linens and cooking utensils, we can help with **Transition and Housing**. While we are unable to guarantee **Employment** at this time, we can commit to working with and helping to educate employers regarding the Work Opportunity Tax Credit and Fidelity Bonding, which could benefit them and reduce risk, and thus open new avenues for potential employment. Our past experience in finding work for Drug Court participants have opened some avenues for jobs, but further education for employers is needed in order to expand the pool of opportunities. We would also assist with travel to get to an office for the recently incarcerated to apply for bonding (the closest office is in Mammoth Lakes). In a limited way, this also helps to build a **Support Network** for participants. We believe that our help and ongoing encouragement would also lead to **Greater Optimism**.

UMSS considers this a pilot program. If it proves successful, we hope to expand to include even more re-entry support services. Potential areas for expansion include: literacy, life / finance skills, creating an on-going Life Recovery Group based on the 12-step model, and the expansion of employment options.

Short-Term Goals include: establish a relationship and mutual understandings with returnee, and prioritize the specific needs of the returnee prior to release; a successful transition from Inyo County Jail to a safe, clean, and sober environment during the first 48 hours following release; ensure that the returnee meets with representatives of his or her Support Services Team (see p. 6) as needed to meet the specific needs of the returnee; and connect the returnee with opportunities for temporary employment, when possible.

Long-Term Goals include: One year without recidivism; a safe, permanent housing

arrangement; and adequate, gainful employment. Our relationship for securing housing is through DeLaRosa Property Management in Bishop, CA. While we are open to new avenues for housing, at this time it would likely be limited to the Bishop area, and specifically the Sierra Trailer Park. Use of housing funds would be dependent on the need of a housing subsidy (i.e., when the person can find work) and that residents care for the properties, which would impact the continued willingness of DeLaRosa Property Management to work with us to provide housing.

Support Service Teams (SST): The major portion of the front-line work with each returnee will be facilitated by a Support Services Team (SST) made up of four to eight members specifically selected from a pool of volunteers who have resources and background in those service areas specifically identified and prioritized for their returnee. The goal is that each SST will include at least one person whose background includes recovery from addiction and time spent in incarceration. The SSTs will work with the returnee to facilitate services, monitor progress, and report to the Re-entry and Recovery Advisory Committee (RRAC).

Volunteers: It is anticipated that we will start with one SST and grow in the future to include more SSTs as needed. Each team will be formed to meet the identified and prioritized needs of the returnee under their care. The team members will be selected from a pool of volunteers who are recruited and trained. The long-term hope is that as persons are successful, the teams will be supported by persons who have experienced recovery and incarceration.

Re-Entry and Recovery Advisory Committee (RRAC): The Re-Entry and Recovery Advisory Committee (RRAC) will provide overall support and coordination of the SSTs. The RRAC is made up of the Re-Entry and Recovery Project Coordinator, plus eight to twelve persons who have committed themselves to working with this project. The RRAC will include a Probation Officer and the Inyo County Re-Entry Coordinator. The RRAC will meet as needed to oversee the progress of

each returnee and provide overall coordination of the project. The Committee will nominate one representative to the UMSS Board of Directors and prepare a monthly report to update the Board on the status of the project.

Program Cost Effectiveness and Potential Savings: With the advent of AB 109, the jail population in Inyo County is in jeopardy of reaching the tipping point of 99 inmates. This would trigger an immediate need for increased staff at the jail, with an estimated cost of over \$400,000. While reaching that projected tipping point has thus far been delayed through alternative custody programs and work release programs, it is apparent that an effective effort at reducing the recidivism below the current rate of 70% is of paramount importance. A reduction in the recidivism rate would lead to cost savings for the County by eliminating jail time. It is our goal to reduce the recidivism rate of the returnees served by the program.

4. Program Completion / Termination Criteria

The fundamental goal of this project is to reduce recidivism for the returnees under its supervision. A participating returnee who after one year has sufficient housing, is gainfully employed, and has not recidivized, will be considered by the RRAC to have successfully completed the program. The RRAC will determine the final selection of returnees who will participate in the project, and will determine final termination of participants who recidivize. While returnees who experience relapse and / or flash incarceration will not be automatically terminated, those returnees who are recidivized will be terminated at the discretion of the RRAC.

It is anticipated that Inyo County will establish a Re-Entry Court at some point in the near future. In this case, it is hoped that this program will work in close cooperation with the Re-Entry Court, with possible input for both incentives and sanctions for returnees under its supervision.

5. Re-Entry and Recovery Service Budget with Narrative

	Grant Funds	In-Kind Match	Total
1. Salaries		\$2,500	\$2,500
2. Fringe Benefits		\$100	\$100
3. Service & Supplies	\$15,000	\$1,500	\$16,500
4. Other Costs			
5. Indirect Costs		\$500	\$500
Totals	\$15,000	\$4,600	\$19,600

Salaries and Benefits: This project will not use funds from the grant to employ any paid staff, but instead will rely on volunteers. However, UMSS will incur additional costs for the labor needed to cut additional checks, deposits, and financial reporting for the project. In addition, the pastoral staff and office manager at Bishop UMC will need to spend some time on administration and oversight of the program. The in-kind figures represent a conservative amount for the costs of paid time that will be provided by non-grant sources.

Services and Supplies: This primarily includes housing costs, which may consist of deposits for the housing unit and setting up utilities, and subsidies of rent for a period of time until gainfully employed. In-kind includes an amount for insurance which is currently provided through the policy of Bishop UMC and is another in-kind gift – and any increase in insurance cost will be covered by other funds through UMSS. Other in-kind will include items such as clothing, sheets, cooking equipment and utensils to help furnish living spaces for new entrants – we expect a lot of this may be donated but there also will be some financial outlay to obtain items. Volunteer training and potential travel costs for Fidelity bonding appointments.

Other Costs: None.

Indirect Costs: In-Kind expenses include: increased costs to file required annual non-profit filings with the federal government/state due to the increased revenue to UMSS through this grant, which will be paid by UMSS. There will also be some custodial and utility costs for forums, training events, and other programming as needed, to be covered by the Church / UMSS.

6. Start-Up and Timetable:

We are prepared to start this program by July 1st, 2016, and we will continue for a minimum of one year. This grant request specifies our commitment to provide services utilizing this grant. We may choose to expand to include additional services to meet other determined needs. The primary service will be to provide housing options, which will be covered under the General Liability Insurance of Bishop UMC. This grant does not authorize volunteers to transport program participants, and thereby the insurance for vehicles is not necessary and will not be provided. There will be no employees for this project (solely volunteers); thus, no additional Worker's Compensation will be provided, beyond the existing coverage for the UMSS Bookkeeper and Bishop UMC staff, who may provide some administrative time.

The sample Inyo Independent Contractor Agreement No. 125 appears to be excessive, and any agreement regarding insurance and deliverables will need to be negotiated with Bishop UMC prior to acceptance of the grant. We did this in the past, when we worked with the city to create a Memorandum of Understanding to operate the Community Garden within the bounds of the City Park, which required multiple iterations between the Community Services Director / City Counsel and our Insurance Company / Conference Chancellor. It is likely that the Independent Contractor Agreement will need to go through a similar process, which may delay the program start date until terms are acceptable to both sides.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

- | | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> Consent | <input checked="" type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Scheduled Time for | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

FROM: Chief Probation Officer

FOR THE BOARD MEETING OF: July 19, 2016

SUBJECT: Review of the rules, regulations, and administrative policy of the Inyo County Probation Department's electronic monitoring program.

DEPARTMENTAL RECOMMENDATION: Request Board 1) review, make comments, changes, additions, modifications, and/or omissions to the rules, regulations and administrative policy for the Probation Department's electronic monitoring program and thereafter 2) approve the Probation Department's electronic monitoring program as modified.

SUMMARY DISCUSSION: As the designated co-correctional administrator to provide alternative custody programs, the Chief Probation Officer has been given authority by the Board of Supervisors to provide electronic monitoring as a means of an alternative to custody and the supervision of offenders on probation, post-release community supervision, and/or mandatory supervision offenders.

The rules, regulations, and administrative policy are to be reviewed, commented on and modified as necessary by the Board of Supervisors to allow for changes in law or internal policy.

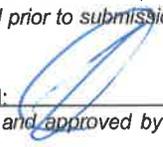
The Board reviewed changes in September 2014 at which time the Chief Probation Officer informed your Board that the electronic monitoring program policies were updated to comply with current law and outlined an administrative appeal process. The attached electronic monitoring program has remained except that changes were made only to the Electronic Monitoring Manual - Program Authority/Rules and Regulations/Eligibility/Rejection/Termination regarding the minimum sentence from none to thirty (30) days minimum (Page 3 of 4, Section E. Minimum/Maximum Sentence) and that credits are now determined by Penal Code Section 4019 (PC4019) (Page 3 of 4, Section F. Credit for Time Served).

ALTERNATIVES: The Board of Supervisors can reject the rules, regulations, and administrative policy. However, this is not recommended as the EMP program has proven to be a cost efficient and effective tool used as an alternative to custody as well as a very effective tool for supervision of offenders.

OTHER AGENCY INVOLVEMENT: N/A

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FINANCING: The EMP program is currently an offender paid program. All equipment and monitoring service costs are paid for by the offender using the program.

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Assistant Clerk of the Board.)</i> Approved:  Date <u>06/28/2016</u>
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: <u>yes</u> Date <u>7/5/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Assistant Clerk of the Board.)</i> <u>N/A</u> Approved: _____ Date _____

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

Attachment: Electronic Monitoring Program Policy



SECTION:

Page 1 of 2

SUBJECT: EMP MISSION STATEMENT AND DEFINITIONS

EFFECTIVE: JULY 26, 2016

LAST ADOPTED: JULY 26, 2016

MISSION STATEMENT

The Inyo County Probation Department is committed to the safety of the community, the protection of crime victims and the rehabilitation of offenders through both the provision of evidence based services and effective supervision practices. Through a collaborative process with the Sheriff's Department, alternative sentencing and supervision programs are implemented according to those core principles.

PURPOSE

The purpose of the Electronic Monitoring Program (EMP) is to reduce the jail inmate population by providing an alternative to traditional methods of incarceration for eligible and suitable offenders. Electronic Monitoring is offered as an alternative to the Courts and the Sheriff's Department, for sentences historically served in county jail and for Pre-Trial clients who would have historically been held in custody on bail. Electronic Monitoring is also a supervision alternative for offenders granted probation, Mandatory Supervision and Post Release Community Supervision, who are in need of a higher level of supervision while transitioning back into the community, or who are at higher risk to reoffend or violate the conditions of their supervision.

DEFINITIONS

There are two primary forms or uses for electronic monitoring: supervision and alternative custody.

Electronic Monitoring for **supervision** is utilized most frequently with higher risk offenders, when the Court or the Probation Department feel the offender is at risk for the violating the conditions of their supervision. Forms of electronic monitoring for supervision include GPS monitoring and remote alcohol monitoring.

Electronic Monitoring as an **alternative to custody** is utilized in lieu of an offender serving a term of incarceration in jail or for pre-trial purposes, in lieu of an offender remaining in jail with bail set. Forms of electronic monitoring most frequently utilized as an alternative to custody including home detention with an RF (Radio Frequency) device or in some instances, GPS monitoring.

Global Positioning System (GPS) Monitoring: GPS monitoring is a form of supervision or alternative custody whereby the offender's whereabouts may be monitored to provide for victim safety, community safety and compliance with supervision conditions. Generally, unless use of

the tool is an alternative to custody, offenders do not receive credit for time served towards an actual jail sentence. GPS monitoring utilizes a device which is strapped to an offender's ankle and provides for 24 hour supervision.

Radio Frequency (RF) Home Detention: A form of alternative custody utilizing both cell and landline signals to confine an offender to their home for a period of incarceration. When violations occur or when an offender otherwise leaves their residence, a supervising Deputy Probation Officer and Sheriff's Department Dispatch are immediately notified. RF Home Detention is most frequently utilized with juvenile offenders.

Remote Alcohol Monitoring: A form of supervision utilizing a device which is strapped to an offender's ankle. Remote Alcohol devices utilize transdermal alcohol detection at blood alcohol levels of .02% or greater. The devices take 48 tests per day. A supervising Deputy Probation Officer may either be immediately notified of violations or violations may be downloaded from the device at offender check in.



SECTION:

Page 1 of 4

SUBJECT: EMP MANUAL-Program Authority/ Rules and Regulations/Eligibility/Rejection/Termination

EFFECTIVE: JULY 26, 2016

LAST ADOPTED: JULY 26, 2016

A. Program Authority

1. Penal Code Section 1203.016 authorizes the Board of Supervisors to authorize the County Correctional Administrator to establish alternative sentencing programs in which inmates committed to a county jail or correctional facility or granted probation, or inmates participating in a work furlough program, may voluntarily or involuntarily be placed in a home detention program during their sentence in lieu of confinement in a county jail or other county correctional facility or program under the auspices of the Probation Officer.
2. The County Correctional Administrator is appointed by the Board of Supervisors on an annual basis. In Inyo County, the Chief Probation Officer and Sheriff are Co-County Correctional Administrators.
3. Pursuant to Penal Code Section 1203.016(b), the Board of Supervisors, in consultation with the Correctional Administrator, may prescribe reasonable Rules and Regulations under which a home detention program may operate. The Rules and Regulations of the home detention program shall be written and reviewed on an annual basis by the Board of Supervisors and shall be given to or made available to any participant upon request.
4. Pursuant to Penal Code Section 1203.016(d), the Correctional Administrator has specific authority to allow a person to participate in the program or to determine if a person is eligible and amenable to participation in the program.

B. Program Amenability

1. Defendant amenability for Electronic Monitoring shall be determined by a combination of factors, including:
 - a. The Defendant's risk to reoffend, as indicated by a validated risk assessment.
 - b. The Defendant's criminal record, including any history of serious or violent felonies.
 - c. Any rules violations the Defendant committed while in custody.
 - d. The Defendant's history of failure to appear at court.
 - e. The Defendant's history of compliance with any supervision conditions.
 - f. Any prior history of non-compliance with Electronic Monitoring.
 - g. The Defendant's current willingness to comply with the rules and regulations of Electronic Monitoring.

- h. The Defendant's current living arrangements, including whether or not Electronic Monitoring equipment will function at his or her home; presence of family members or others living with the Defendant who are unwilling to cooperate with EMP or otherwise present as an officer safety risk.
- i. Any other factor that would, in the supervising officer's opinion, objectively disqualify the Defendant from program participation.

C. Program Exclusion

1. The following defendants shall be excluded from Electronic Monitoring, unless otherwise approved by Probation Department Administration.
 - a. Any person convicted of an offense listed in Appendix A to this policy, "Excluded List of Crimes."
 - b. Any person with an active arrest warrant.
 - c. Any person who does not have a verifiable, legal address within Inyo County.
 1. Defendants who live outside the county and are found unsuitable for EMP due to residency restrictions may request a transfer to an EMP program in their home county. Those defendants will be responsible for the cost of any out-of-county program.
 - d. Any person who fails to appear for their scheduled EMP interview without good cause.
2. In the event the supervising officer determines a defendant is excluded from participation in EMP but is otherwise amenable, or the safety of the public and victim would otherwise be enhanced by the use of EMP, the supervising officer may obtain an Administrative Override from Department Administration and admit the defendant to EMP.

D. Appeals Rights and Process

1. Pursuant to Penal Code Section 1203.016(d)(2), any person who is denied entry into Electronic Monitoring shall be so advised in writing, including their right to an administrative appeal of the denial, and the process for filing an appeal with the Department.
2. The Deputy Chief Probation Officer is responsible for hearing any appeals and has sole authority to override any denial of entry into the program or termination from the program.
3. Upon receipt of an appeal, the supervising officer shall immediately forward it to the Deputy Chief Probation Officer, who shall issue a decision on the appeal within three (3) business days. The Deputy Chief Probation Officer shall notify the Defendant in writing as to the final decision to either deny or admit the Defendant into the program.

E. Minimum/Maximum Sentence

1. The minimum sentence requirement for Electronic Monitoring supervision is thirty (30) actual days. There are no maximum sentencing requirements.

F. Credit for Time Served

1. Where EMP is being utilized as an alternative sentence, defendants shall receive time served credits consistent with Penal Code Section 4019.

G. Court Referrals

1. Pursuant to Penal Code Section 1203.016(e), the Court may recommend or refer a Defendant to the Correctional Administrator or his or her designee for admission into the program. The recommendation or referral shall be given **great weight** in the determination for acceptance or denial into the program.

H. Processing Time

1. Courts generally grant non-custodial applicants two (2) to three (3) weeks to apply for an alternative sentencing program. Lacking good cause, applicants who fail to apply for EMP within fifteen (15) days of their custodial date, forfeit their eligibility for EMP and must report to jail to serve their sentence.
2. Defendants who are released on their own recognizance or released on bail with EMP must generally apply for and either be admitted to or denied EMP by no later than their next court date. Such defendants are solely responsible for completing the EMP application packet at the jail, in a timely manner. Upon receipt of the application packet from Pre-Trial defendants, every effort should be made to conduct the interview process, accept or deny the defendant, and to release the defendant on EMP. Upon acceptance or denial of a Pre-Trial defendant, the Court, District Attorney and attorney for the defendant should be notified as soon as is reasonably possible.

I. Program Rules

1. Defendants must agree to, and abide by, the following program rules and regulations while participating in the program.
 - a. Not violate any laws. If the Defendant receives a traffic citation or have any contact with any police agency, the Defendant will report such contact as soon as possible to the Probation Officer.
 - b. Comply with any and all terms and conditions of my supervision, and any issued by my Probation Officer. Failure to abide by any of these orders may result in my immediate removal from the program and will result in a return to custody. It may also jeopardize further eligibility for other alternative programs.

- c. Not possess, or have in my residence/vehicle, any gun, explosive, or other deadly weapon.
- d. Not possess or use any narcotic or controlled substance without a valid medical prescription.
- e. Submit to chemical, blood, breath, saliva, or urine testing deemed necessary by the Probation Officer.
- f. Not have any form of contact or communication with any other inmates, either in this program, or in any jail, correctional facility, or state prison. (Exceptions to be approved by the Probation Officer.)
- g. Submit my person, property, residence, or vehicle to search and seizure warrant or probable cause, at any hour of the day or night, by any Probation Officer or Peace Officer.
- h. Inform any co-residents of the program rules and regulations.
- i. Not operate a motor vehicle unless properly licensed and insured.
- j. Enroll and participate in treatment programs or counseling as directed by the Probation Officer.
- k. Report to the Probation Officer at such times and places as directed.
- l. Notify the Probation Officer in advance of any change of address and or phone number.
- m. Pay all fees and costs of alternative sentencing or release programs.



SECTION:

Page 1 of 2

SUBJECT: EMP PROGRAM FEES

EFFECTIVE: JULY 26, 2016

LAST ADOPTED: JULY 26, 2016

Program Fees

- A. Program Fees: Program fees, authorized by Section 1208.2 of the California Penal Code, are set by the Board of Supervisors. Currently program fees are a maximum of **\$15.00 per day, per device**. Upon application, a non-refundable \$25 application processing fee is collected.
- B. Defendant Proof of Household Income: Defendants may be required to bring proof of household income to the initial intake with the supervising officer. All persons residing at the defendant's address are considered to be part of the household, excluding non-related roommates. Verification of household income is necessary to properly assess fees at the time of intake (i.e. last 2 pay stubs and tax returns for the household).
- C. Clients who fail to provide documentation are enrolled at the default rate of \$15.00 per day, per device. They shall be given 10 days to provide documentation, and if they do so, fees are adjusted retro-actively.
- D. Payment Due Dates:
- Formal Probation - Fees for the first seven (7) days of the program (\$105 in most cases) will be paid in advance. Fees will be due every seven (7) days thereafter until the defendant's time has been served.
- Summary Probation – Fees will be expected to be paid in full upon acceptance of the EMP in lieu of serving jail time, for those placed on Summary Probation.
- E. Payments: All fees must be paid by personal appearance at the Probation Department (either Bishop or Independence locations). Fees may be paid by cash, money order, cashiers check, or credit card (via on-line services).
- F. Fees subject to change: Program fees are subject change upon approval by the Board of Supervisors.
- G. Sliding Scale/Inability to Pay: The Department shall adopt a sliding scale fee schedule if defendants are, due to their income level, unable to pay fees as set by the Board of Supervisors. The Court has the authority to determine if a defendant has an inability to pay program fees. If the Court makes such a finding, a copy of the court docket indicating the finding should be attached to the defendant's enrollment packet. Pursuant to Section 1208.2(g) PC, no person shall be denied consideration for or be removed

from participation in EMP because of an inability to pay all or a portion of the program fees. At any time during a person's sentence, the participant may request a suspension of fees on the grounds of a change in circumstances with regard to the person's ability to pay.

- H. Notification to Department Account Technician: Upon enrolling a defendant into the program, the supervising officer shall immediately notify the Department Account Technician about the enrollment, the fee amount that was assigned and the duration of the program. The Account Technician shall also be notified upon a defendant being terminated from the program.
- I. Collection of Fees: Department personnel who collect program fees shall provide the defendant with a receipt for collection of the fee.
- J. Non-Payment of Fees: Participants with the ability to pay fees who fail to do so are subject to program removal pursuant to Section 1203.016(b)(4) of the Penal code. The participant's Probation Officer will complete and mail a NOTICE OF INTENT TO REMOVE FROM PROGRAM (Attachment 5) form prior to removal from EMP.
- K. Fee Refunds: Participants who have made overpayments may request a fee refund. The Probation Officer will complete a REFUND OF FEES form (Attachment 7). This form will be forwarded to the Supervisor or Deputy Director for approval. The Deputy Director will forward the form to the Account Technician for processing.
- L. Involuntary Commitments to EMP: Persons who are involuntarily committed to the EMP program shall not be charged program fees.
- M. Other Fee Waivers: In special circumstances, such as Drug Court cases, the Correctional Administrator has the authority to waive payment due dates to allow defendants to fully participate in counseling programs or other programs conducive to their rehabilitation.



INYO COUNTY PROBATION DEPARTMENT

COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

JACOB E. MORGAN
DEPUTY CHIEF

APPENDIX A

EMP PROGRAM-EXCLUDED CRIMES

136.1 PC	Prevent/Dissuade witness from testimony
148.10(a) PC	Resisting peace officer resulting in death/serious injury to a peace officer
187 PC	Murder
191.5 PC	Gross Vehicular Manslaughter
192 PC	Manslaughter
203 PC	Mayhem
205 PC	Aggravated Mayhem
207 PC	Kidnapping
211 PC	Robbery
215 PC	Carjacking
220 PC	Assault with intent to commit rape
236 PC	False imprisonment
243(b) PC	Battery on a peace officer
243(e)(1), 245(a)(2), 246.3(a) PC	Battery of co-habitant spouse, co-parent, former spouse, fiancé, etc./Discharge firearm/Cause injury or death
243.4 PC	Sexual battery
246 PC	Shoot into occupied dwelling
262 PC	Rape
262.5 PC	Lewd or Lascivious Acts with a child
290 PC	Registration of sex offender
311 PC, et. seq.	Obscene matter/Child pornography
314 PC	Lewd or Obscene Conduct/Indecent Exposure
368 PC	Cruelty to an adult dependent
405 PC	Riot
417 PC	Firearm
422 PC	Terrorist Threats
451 PC	Arson
626.9 PC	Gun at school
646.9 PC	Stalking
647.6 PC	Annoying or molesting child under age 18
2800.1(a) VC	Evading arrest
2800.2(a) VC	Evading peace officer with disregard for safety
4532 PC	Escape
871 WIC	Escape

Persons who are currently pending Court for any of the above noted offenses or any other "serious" felony within the meaning of subdivision (c) of Section 1192.7 PC, or a "violent felony" within the meaning of subdivision (c) of Section 667.5 PC, are excluded from EMP unless a Probation Administration override is obtained.

Persons with a significant history of violent behavior are also excluded without an administrative override.

Bishop Office: 918 N. Main Street, Bishop, CA 93514
(760) 872-4111 • Fax: (760) 872-0931
Juvenile Division: 912 N. Main Street, Bishop, CA 93514
(760) 872-4005 • Fax: (760) 872-0930

Independence Office: 168 N. Edwards Street
P.O. Box T, Independence, CA 93526
(760) 878-0274 • Fax: (760) 878-0436
From Bishop: (760) 872-2705



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 25

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: July ¹⁹~~21~~, 2016

SUBJECT: Authorize Personnel to recruit for and fill a vacant Equipment Operator position.

DEPARTMENTAL RECOMMENDATION:

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

- 1) The availability of funding for the requested position exists in the Solid Waste budget as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; and
- 2) where internal candidates meet the qualifications of the position, the vacancy could possibly be filled through an internal recruitment, however it would be more appropriate to fill the position through an open recruitment; and
- 3) hire one Equipment Operator I, at Range 58 (\$3,310 - \$4,027), or Equipment Operator II, at Range 60 (\$3,471 - \$4,216) depending on the qualifications.

SUMMARY DISCUSSION:

The FY 2016-2017 Manpower Report (approved by your Board as part of the FY 2016-2017 County Budget) identifies the landfill Equipment Operator positions (Range 58 or Range 60) as being assigned to the County's Recycling and Waste Management Program to provide necessary operation of heavy equipment for the sanitary care of the landfills. This position is critical to the operation of the County landfills. The Equipment Operators compact high volumes of waste for the sanitary burial of trash, operate wood and green waste chipping equipment to assist Inyo County in meeting diversion goals, bury dead animals in a timely fashion to meet health standards, haul cover dirt from the borrow area to the landfill face to meet cover standards, provide maintenance of equipment and vehicles, assist the public with guidance on where to unload waste, maintain septic ponds to allow for local septic companies a sanitary location of disposal, and haul roll off bins from landfills and transfer stations throughout Owens Valley.

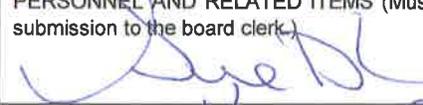
The Bishop Landfill Equipment Operator position will become vacant when an Equipment Operator II retires in August, 2016.

ALTERNATIVES:

Your Board could choose not to authorize filling the vacant position; however, this is not recommended, as the functionality of the Recycling and Waste Management programs will suffer. When an Equipment Operator position is vacant then the current equipment operators will need to work overtime to cover for the vacant position.

OTHER AGENCY INVOLVEMENT: Personnel

FINANCING: Funding for this position is included in the FY 2016-2017 Solid Waste Budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ 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>7/13/2016</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>J</u> Date <u>7/13/16</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Kevin Carunchio

Date: 7/13/16

by [Signature]



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

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

FROM: County Administrator – Personnel

FOR THE BOARD MEETING OF: July 19, 2016

SUBJECT: Request to enter into a personal services contract

DEPARTMENTAL RECOMMENDATION:

Request your Board designate and authorize the County Administrator to sign a personal services contract (draft attached) with Brandon Shults for Senior Deputy County Administrator at Range 92 (\$7,456 - \$9,063) Step E.

SUMMARY DISCUSSION:

On June 14, 2016, your Board approved hiring a Deputy County Administrator position, Range 88 (\$6,760 - \$8,214) up to a Step E; OR, a Senior Deputy County Administrator position, Range 92 (\$7,456 - \$9,063) up to Step E; and, designated and authorized the County Administrator to sign the standard personal services contract with the successful candidate.

We have initiated recruitment for the position and it remains ongoing. However, on June 30th, the County Information Services Director submitted his resignation for retirement effective June 30, 2017 (attached). The Information Services Director position is one of critical importance in supporting almost every area of County operations and will, likely, be a challenging and time consuming recruitment to identify a top tier candidate. In light of the importance of the position, the time it may take to fill the position, and the skills of the incumbent Information Services Director, I am recommending that the current Information Services Director be transferred to the vacant Senior Deputy County Administrator position so that the recruitment of the Information Services Director position can be evaluated and initiated immediately, and a new Information Services Director hired sooner than later. Accordingly, I am requesting your Board authorize me to execute a standard personal services contract with Brandon Shults for Senior Deputy County Administrator at a Range 92, Step E (\$9,063). The Information Services Director is currently compensated at a Range 91 Step E (\$8,841).

Approving this contract will allow your Board to evaluate the Information Services Director classification, including compensation and status, including exclusion from the County's Personnel Merit System by Section 2.80.055 of the Inyo County Code (Personnel Merit System. Competitive Service), and commence the recruitment process for a new Information Services Director. Until a new Information Services Director is hired, or Mr. Shults leaves County employment as Senior Deputy County Administrator, he will be assigned responsibilities as Acting Information Services Director and continue delivering the quality and essential computer-related services the County relies on and requires.

This recommended approach confers several benefits on the County:

1. As Senior Deputy County Administrator, Mr. Shults will continue to manage the Information Services Division until a new Information Services Director is hired.
2. The County will be able to initiate recruitment of a new Information Services Director sooner than it otherwise might, and perhaps with sufficient lead time to identify an ideal candidate prior to Mr. Shults' planned retirement;

3. Since the Information Services Director position will be vacant, your Board can (with Mr. Shults insights and cooperation) re-evaluate the job classification relative to compensation, duties, and terms of employment and consider modifications that could result in improving the likelihood of the County recruiting a top tier candidate, and achieving this sooner than later;
4. Additionally, the vacant Information Services Director position will generate salary savings, making the net cost of filling the Senior Deputy County Administrator negligible during the Information Services Director recruitment process;
5. Once a new Information Services Director is hired, Mr. Shults will be available to assist him/her in assuming responsibility for the Information Services Division (and, in effect, adding to the Division's resources until his retirement); and,
6. If and when a new Information Services Director is hired, Mr. Shults will be able to dedicate more time to on-going special projects (such the 21st Century Obsidian Project) as well as new special projects for which he is eminently qualified to manage on behalf of the County until his retirement.

The position of Senior Deputy County Administrator is excluded from the County's Personnel Merit System by Section 2.80.055 of the Inyo County Code (Personnel Merit System, Competitive Service), making the position an 'at-will' position. (Section 2.80.055 also excludes elected officials; the County Administrator; department heads appointed by your Board; the Chief Probation Officer; member of appointive boards, commissions, and committees; and temporary personnel from the County Personnel Merit System or competitive service). The contract proposed for the Senior Deputy County Administrator is essentially the same contract that your Board executes with its appointed department heads, and other positions, with the following two exceptions:

- The contract does not have an open term. Given Mr. Shults has announced his retirement, the contract term is through December 31, 2017. The reason for providing a contract term six months beyond Mr. Shults' announced retirement date is to provide for contingencies should recruitment of the new Information Services Director last longer than hoped for, or Mr. Shults is engaged in a new project he is willing to stay on to complete.
- Mr. Shults is not being provided with a County motor pool vehicle for official use. Instead the contract provides a flat \$250 per month automobile allowance.

The contract also serves to better define the position's 'at-will' status by specifying the contract may be terminated by the County Administrator (as the appointing authority for the Senior Deputy County Administrator position) "without cause, and at will, for any reason" by providing 90-days written notice of such intent to terminate. The contract also serves to clarify the position is a contract position, and serves as an at-will employee for purposes of applying the Personnel Rules and Regulations of the County of Inyo.

ALTERNATIVES:

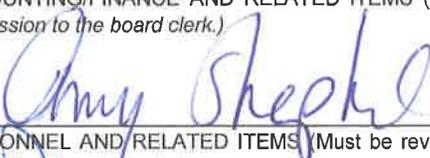
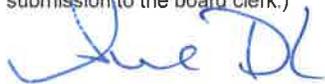
Your Board could not approve the contract. This is not recommended since your Board has already authorized filling the position, and doing so in this manner confers considerable benefits on the County while at the same time generating salary savings to offset contract costs.

OTHER AGENCY INVOLVEMENT:

The Information Services Division supports all County departments, and the Senior Deputy County Administrator position will oversee the Information Services Division until a new Information Services Director is hired, and then function in support of your Board's priorities, all County departments, County relations with other agencies, and the community at large. The proposed contract has been developed by County Counsel.

FINANCING:

There is sufficient funding for the position in the Fiscal Year 2016-2017 Preliminary County Budget, and funding will be included in the Fiscal Year 2016-2017 CAO Recommended Budget. As recommended, most contract costs will be offset by salary savings associated with the vacant Information Services Director position until that position is filled.

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>7/14/16</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>7/14/16</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: <u>✓</u> Date <u>7/14/16</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: 07-14-2016

Mr. Kevin Carunchio
County Administrative Officer/Personnel Director
County of Inyo, California
168 N. Edwards Street
Independence, CA 93524



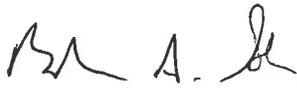
June 30, 2016

This letter serves as my notice of resignation, due to retirement, effective June 30, 2017.

I appreciate the opportunities and employment I've had with the County. I made a final decision only after much consideration.

In an effort to support the transition of my duties I would be happy to help recruit and train my replacement.

Sincere thanks and best wishes for the future,

 6/30/16

Brandon Shults

**AGREEMENT BETWEEN COUNTY OF INYO
AND BRANDON SHULTS
FOR THE PROVISION OF PERSONAL SERVICES
AS A SENIOR DEPUTY COUNTY ADMINISTRATOR**

INTRODUCTION

WHEREAS, Brandon Shults (hereinafter referred to as "Deputy") has been duly appointed as Senior Deputy County Administrator for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Deputy desire to set forth the manner and means by which Deputy will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Deputy hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Deputy under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the County Administrative Officer, who will administer this contract and exercise its provisions.

3. TERM.

The term of this Agreement shall be from July 28, 2016 until December 31, 2017 as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Deputy.

B. Travel and Per Diem. County shall reimburse Deputy for the travel expenses and per diem which Deputy incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Deputy for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Deputy without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

D. Manner of Payment. Deputy will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Deputy's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy that the performance of these services and work will require a varied schedule. Deputy, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

B. Products of Deputy's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or

product of, Deputy's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Deputy for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Deputy is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Ninety (90) days written notice of such intent to terminate. This Agreement may otherwise only be terminated by County for cause. Such termination for cause shall be in accordance with all of the terms, conditions, and procedures which govern termination of permanent status merit system employees.

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

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

14. CONFIDENTIALITY.

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

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

17. AMENDMENT.

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

18. NOTICE.

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

County of Inyo	
County Administrator _____	Department
P.O. Drawer N _____	Mailing Address
Independence, CA 93526 _____	City and State

Deputy	
Brandon Shults _____	Name
2782 Glenbrook Way _____	Street
Bishop, CA 93514 _____	City and State

19. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND BRANDON SHULTS
FOR THE PROVISION OF PERSONAL SERVICES
AS A SENIOR DEPUTY COUNTY ADMINISTRATOR**

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

COUNTY OF INYO

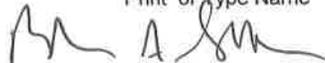
DEPUTY

By: _____

By: Brandon Shults

Print or Type Name

Dated: _____



Signature

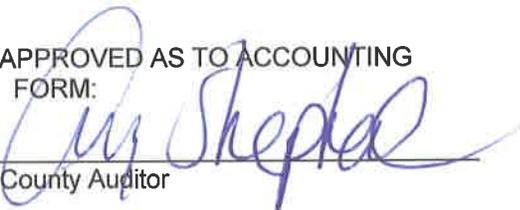
Dated: 7/14/2016

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Personnel Services

s:CoCo/Contracts/ApptdElected/Modified 208(B).BShults

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND BRANDON SHULTS
FOR THE PROVISION OF PERSONAL SERVICES
AS A SENIOR DEPUTY COUNTY ADMINISTRATOR**

TERM:

FROM: JULY 28, 2016 TO: DECEMBER 31, 2017

SCOPE OF WORK:

Deputy shall perform the duties and responsibilities as identified in the job description for Senior Deputy County Administrator attached hereto, including continuing to serve as Acting Information Services Director until the position is filled permanently.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND BRANDON SHULTS
FOR THE PROVISION OF PERSONAL SERVICES
AS A SENIOR DEPUTY COUNTY ADMINISTRATOR**

TERM:

FROM: JULY 28, 2016

TO: DECEMBER 31, 2017

SCHEDULE OF FEES:

SCHEDULE OF FEES:

1. Senior Deputy County Administrator shall be paid at Range 92 (Currently \$ 7,456-\$9,063 per month), Step E (currently \$9,063) Senior Deputy County Administrator and shall be paid every two weeks on County paydays.
2. The County Administrator will review Senior Deputy Administrator performance annually. As a result of such review, the County Administrator may in the County Administrator's discretion authorize an increase or decrease in Assistant's salary to a higher step in the range for Senior Deputy's position.
3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2010-56 or a successor resolution applicable to Management Employees.
4. County will provided a \$250 per month vehicle allowance.
5. Senior Deputy is entitled to forty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND BRANDON SHULTS
FOR THE PROVISION OF PERSONAL SERVICES
AS A SENIOR DEPUTY COUNTY ADMINISTRATOR**

TERM:

FROM: JULY 28, 2016 TO: DECEMBER 31, 2017

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Officer for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Officer will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\\\ NOTHING FOLLOWS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 27

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

FROM: CLERK OF THE BOARD
By: Darcy Ellis, Assistant to the Clerk of the Board

FOR THE BOARD MEETING OF: July 19, 2016

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the Board of Supervisors regular meeting of June 21, 2016.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

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

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

 Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 1:30 p.m. Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: July 19, 2016

SUBJECT: Inyo National Forest Draft Forest Plan Revision and Draft Environmental Impact Statement (DEIS) workshop.

RECOMMENDATION: Receive a Draft Forest Plan Revision and DEIS overview and analysis from staff and provide input and direction to prepare a comment letter to the Inyo National Forest.

SUMMARY DISCUSSION: Beginning in 2012 three early adopter Forests the Inyo, Sequoia and Sierra National Forests began Forest Plan Revisions based on the 2012 Planning Rule. The existing plans are over 20-years old and needed to be updated based on changes over time in conditions and new laws and regulations. The Inyo National Forest (INF) has been working with local stakeholders, tribes and other State and Federal agencies during this update process. The 2012 Planning Rule provided for forests to work in collaboration with the public throughout the plan revision process. Under the regulations for the National Environmental Protection Act (NEPA) Inyo County requested cooperating agency status to aid the forest in addressing local economics. Inyo County took this opportunity and a Memorandum of Understanding (MOU) was developed by the County and the Forest Service that defined the relationship and duties of both parties. The MOU was executed in June of 2014. The INF worked cooperatively with the County on other processes during plan revision such as wilderness inventory and evaluation; species of conservation concern; and development of plan components. This has given the County access to draft products being developed by the INF for comment prior to public release. The County has provided data, evaluations and maps as a means of commenting and providing assistance to the INF throughout its planning efforts. Throughout this process County staff has enjoyed a cooperative and amicable relationship with Forest staff, even though there was not always agreement on issues. Areas of particular concern to the County are potential losses to multiple uses on the Forest (grazing, certain types of recreation and mining), increased land area being recommended for wilderness, road closures, and potential changes to the County's culture that is largely based on traditional uses of the Forest.

Staff has reviewed the Draft Plan Revision and DEIS and found them to be well written and easy to read. The proposed Alternative addresses most of the County's issues shared during the development of the Plan, although there could be more depth to the evaluations. Staff reviewed the Draft Plan and DEIS with the previous comments and the County's priorities submitted to the Forests as the basis for the following analysis.

Plan Topics

The Forest Plan Website can be found at: <http://tinyurl.com/r5earlyadopters>
The Inyo County Forest Plan Webpage can be found at: <http://inyoplanning.org/InyoNationalForest.htm>

There are three main natural resource topics that were focused on for the Forest Plan Revisions. The DEIS alternatives address these topics in varying degrees of management application. The revision topics are:

- Fire Management and Smoke

The objective of this topic is to reduce the risk of large high-intensity wildfires to communities and assets such as recreation sites and infrastructure; increase the ability to manage wildfires to meet resource objectives; and reduce smoke impacts to communities.

- Ecological Integrity

The objective of this topic is to restore the resilience of vegetation and aquatic and riparian ecosystems to fire, drought, and climate impacts; restore wildlife and plant habitat and diversity; and reduce the risk of large high-intensity wildfire impacts to species and wildlife habitat.

- Sustainable Recreation and Designated Areas

The objective of this topic is to provide sustainable and diverse recreation opportunities that consider population demographic characteristics; reflect desires of local communities avoid overcrowding and use conflicts, and minimize resource damage; protect cultural resources; update direction for management of wilderness and wild and scenic rivers; and protect the values of the Pacific Crest National Scenic Trail.

Plan Issues

The proposed action was distributed for public review in August of 2014, and the following issues were used for analysis to respond to public concerns expressed during development of the draft environmental impact statement. These issues and issue statements are:

1. Ecological Resilience, Wildlife Habitats, and Wildfire

The amount, type, and location of thinning to improve ecosystem resilience to large, high-intensity wildfires and to reduce the threat of wildfires to communities may not provide adequate habitat for wildlife species that use forests with large trees and dense canopy cover.

2. Forest Resilience and Forest Density

The limitations on effectively treating enough areas to reduce the density of trees and the level of fuels because of concerns for wildlife habitats will leave too much of the forest at risk of loss or unacceptable damage from wildfires or insect attacks during droughts exacerbated by climate change.

3. Fuels Treatments and Fire Management

The amount of prescribed fire and managed wildfire used to meet resource objectives may not be sufficient to restore fire in frequent fire ecosystems. The amount of fire restored to the landscape may not be achievable without reducing existing fuels before treatment.

4. Watershed Restoration

The amount of watershed restoration in the proposed revised plans may not keep pace with the increased stresses to aquatic and riparian systems from drought and climate change.

5. Protecting Aquatic Diversity

The proposed revised plans may not adequately protect areas of high aquatic species diversity.

6. Recommended Wilderness

The proposed revised plans offer an opportunity to manage more areas as recommended wilderness to protect them from development for future generations. However, recommending additional wilderness areas in the proposed revised plans might unnecessarily prohibit and further

geographically constrain management activities and uses, including tribal uses that would otherwise be allowed.

7. Smoke

Increasing the amount of prescribed burning, and allowing the management of wildfires to meet resource objectives would produce more smoke that might impact human health and affect the tourism-based and resource-based economies of counties and rural communities.

8. Forest Products

The amount of forest management activities and forest product outputs may not adequately contribute to sustaining local and regional industry infrastructure needed to accomplish restoration objectives.

DEIS Alternatives

Per the Forest Service, the DEIS provides four alternatives that were crafted with the above issues in mind to apply varying degrees of management levels, they are referred to as Alternatives A, B, C and D. Alternative A is the no action alternative, it leaves the plan as is.

Alternative B is the preferred Alternative and the Plan Revision was written based on it. It was developed first and used for the proposed action to address the needs for changing the forest plans as well as to carry forward existing forest plan directions that are still relevant. Forest staff then gathered information that consisted of public comments, the Bio-Regional Assessment, the individual national forest assessments, and the Forest Service Pacific Southwest Research Station's Science Synthesis. All of this information contributed to refining the needs for change and creating a proposed action for revising the forest plans, as well as in developing the other alternatives. The information and comments gathered through this process were used to craft the issues, as well as to refine Alternative B.

Alternative C was developed to address Issues 1 and 5, emphasizing prescribed fire as a management tool, rather than mechanical thinning and harvest. Management focus is on treating small-diameter trees using mechanical and hand treatment methods instead of removing trees across a range of tree diameters, and focuses on follow-up prescribed burning within treated areas. Mechanical treatments in alternative C would emphasize vegetation and fuel reduction treatments in the wildland-urban intermix defense zone to minimize the threat of large high-intensity wildfires to communities and there would be less fuel reduction treatment in wildland areas. The treatments in the wildland-urban intermix defense zone would focus on implementing and maintaining a pattern and intensity of effective fuel reductions to lower the intensity of wildfires immediately adjacent to communities.

Alternative C complies with a 2014 court-ordered settlement agreement to include and analyze an alternative that is consistent with the findings and recommendations set forth in the "Southern Sierra Nevada Fisher Conservation Strategy" (Spencer et al. 2016); the "Draft Interim Recommendations for the Management of California Spotted Owl Habitat on National Forest System Lands" (USDA FS 2015); and that establishes plan components that conserve key characteristics associated with the ecological integrity for post-fire, complex early seral habitat. Alternative C adds the most critical aquatic refuges on all three national forests. Direction for riparian conservation areas remains similar to alternative B, but would not include the exception to allow mechanical thinning within riparian conservation areas to facilitate burning there.

Alternative C also includes the most area of recommended wilderness, including many areas the public identified for consideration. It also includes the most areas that would be managed as critical aquatic refuges, including many areas the public identified for consideration. Alternative C also increases the size of the management area for the Pacific Crest National Scenic Trail to include areas that offer iconic views to better provide for the scenic values of the trail.

Alternative D was developed to address Issues 2, 3, and 8 by increasing the intensity of treatments and the area where fuels are pre-treated using mechanical methods in combination with strategic treatment locations to favor larger landscape prescribed burns. Like alternative B, some of the strategic treatments are concentrated in focus landscapes with more area treated and with a greater restoration toward the desired condition. This approach allows for prescribed burning across larger landscapes and provides more opportunity to manage wildfires to meet resource objectives. It allows removal of more trees, which helps managers to more rapidly address desired conditions to reduce stand density and drought-related stress on residual large and old trees and improve overall resilience of vegetation.

Alternative D emphasizes strategic mechanical thinning and prescribed burning treatments in the community wildfire protection zone, closest to communities, and the general wildfire protection zone, where fires can originate and have a high probability of reaching communities, to minimize the threat of large high-intensity wildfires. Alternative D also treats more area within the wildfire restoration zone increasing the potential to manage wildfires to meet resource objectives.

Alternative D also addresses Issue 6 by not recommending any additional areas for wilderness designation. Critical aquatic refuges are the same as alternative B. Direction for riparian conservation areas remains the same as alternative B. Issue 4, regarding the pace and scale of watershed restoration is addressed by having the greatest amount of stewardship project opportunities related to the increased amount of mechanical fuel reduction. Issue 7, concern regarding the potential of smoke to affect local community health and economic sustainability, is addressed by increasing the amount of mechanical fuel reduction prior to prescribed burning and by increasing the opportunity to manage wildfires to meet resource objectives through the use of strategically located treatments and larger landscape prescribed burning.

County Priorities

Throughout the INF's planning process the County has consistently provided comments and shared its concerns with the Forest staff. The County also prepared a list of priorities, this list includes:

- Access – a sustainable road system should be implemented to enhance and accommodate vehicular use, packing, hunting, hiking, and other recreational opportunities, as well as mining and other uses of the Forest. Mitigation opportunities for potential environmental impacts resulting from increased access should be identified and implemented.
 - Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources and other uses of the Forest, including grazing, mining, and the activities of native peoples (such as gathering).
 - Roadless Areas should be identified for removal or evaluation if they are not roadless.
 - Conflicts between biological resources and human access should be identified and planned for.

- Vibrant Economy – the Plan should contribute substantially to the local economy due to the impact of the Forest on the County’s culture and fiscal health, and should not result in significant socioeconomic impacts.
 - Grazing, Mining, Recreation, and other Multiple Uses – the Plan should support and encourage consumptive and sustainable uses of the Forest to contribute to the County’s economy and culture.
 - Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources. This type of recreation is an important economic driver for the County.
 - Use permits should be facilitated and streamlined for timely issuance and evaluated based upon scientific criteria.
- Mitigation Bank – rather than acquire land for mitigation of environmental impacts, the Plan should promote restoration of degraded public lands to accommodate mitigation of human development elsewhere in the County.
- Local Culture – the Plan should support and enhance the culture of local communities to the extent social and cultural issues revolve around the forest.
 - Public Safety – access and accommodation for public safety purposes should be of paramount concern in the Plan, including for law enforcement (such as eradicating illegal drug production), fire management and suppression, and search and rescue.
 - Provide access to the Forest for gathering activities, prospecting, sightseeing, exploration, and camping.
 - Provide a continuing voice to the people living around the forest through their local government representatives.
 - Increase use of partnering with local communities, agencies, and non-profits.

Alternatives and the County’s Priorities/Comments

Fire Suppression

The County’s concerns are best addressed in Alternative D and the Preferred Alternative B as they include less land and habitat designations that restrict multiple uses and provide more intensive treatments for fire suppression than Alternatives C and A. The issue of fire suppression and smoke, is expressed as a priority by the County under local culture has been, and is, an issue to the County, with regard to smoke effects on its citizens and the potential losses to tourism based dollars from poor air quality due to large forest fires that are sometimes located hundreds of miles away. Smoke is projected to be improved equally over existing conditions in Alternatives B and C, and better in D. The size of forest fires is projected to be larger in C as it relies mostly on natural processes, whereas Alternatives B and D use more intensive treatments, especially D, to reduce fire threats.

Multiple Use

Other issues the County has consistently raised and is a listed priority under vibrant economy, and local culture is the potential losses of multiple uses due to wilderness expansion and more restrictions based on habitat restrictions, as well as possible road closures that would reduce access to certain recreation types, minerals and grazing and how these losses can affect the County’s economy. Again, Alternative D and B better address the County’s concerns than Alternative C. Alternative C provides for more proposed acres in wilderness. The total proposed area for potential wilderness in Alternative C is 315,531-acres, compared to 37,029-acres in B and none in D. Your Board provided support to the INF staff for their

wilderness process and found that the areas proposed in Alternative B are benign with regard to losses to access and subsequently economics. Early in the process the County commented that no new wilderness should be added based on the fact that over 60% of the land in the County is already designated wilderness. If the Board is still concerned about adding any wilderness then Alternative D is more aligned with this perspective.

Riparian Conservation Areas

These are basically buffer areas around various water features that offer them protection. The widths of these areas are defined by the type of water feature including:

- Perennial streams, 300 feet on each side of the stream, measured from the bank full edge of the stream
- Seasonally flowing streams (includes intermittent and ephemeral streams), 150 feet on each side of the stream, measured from the bank full edge of the stream
- Streams in inner gorge (defined by stream adjacent slopes greater than 70 percent gradient), top of inner gorge
- Special aquatic features (including lakes, wet meadows, bogs, fens, wetlands, vernal pools, and springs) or perennial streams with riparian conditions extending more than 150 feet from edge of streambank or seasonally flowing streams with riparian conditions extending more than 50 feet from edge of streambank, 300 feet from edge of feature or riparian vegetation, whichever width is greater
- Other hydrological or topographic depressions without a defined channel, riparian conservation area width and protection measures determined through project level analysis. Riparian conservation area widths may be adjusted at the project level if interdisciplinary analysis demonstrates a need for different widths to meet or improve the desired conditions. Riparian conservation area plan components apply to the entire riparian conservation area, as well as the specific riparian and aquatic environments contained within them, such as rivers, streams, meadows, springs and seeps.

Riparian Conservation Areas remain consistent throughout the Alternatives.

Critical Aquatic Refuges

Critical Aquatic Refuges (CARs) have been developed for endangered species or for areas with other species with population concerns. The direction that applies to riparian conservation areas also applies to the CARs. This includes the buffer area around streams, rivers, lakes, meadows, bogs, and other wetland types. There are currently 17 CARs on the Inyo National Forest, 7 of these are in Inyo County (see attached map). The amount and area of the CARs are different based on the Alternative. Alternative A maintains the status quo; Alternative B and D add one CAR and provide for a higher rate of restoration than A; and Alternative C adds 8 CARs that would be restored at a lower rate than Alternative B and D as it relies mainly on natural processes. Equipment use would be more restricted in riparian conservation areas in Alternative C compared to Alternatives B and D. The potential for short-term effects from the increased pace and scale of restoration under alternatives B and D would be reduced under alternative C. Alternative B and D best match the County's comments and priorities as less area would be added into a restrictive designation and they provide for quicker restoration.

Federally Listed Amphibians

Amphibians considered as Federal 'at-risk species' that are found in the Inyo include the Sierra Nevada Yellow-Legged Frog (endangered), Yosemite Toad (threatened) and the Mountain Yellow-Legged Frog (endangered). The Forest Plan does not have specific management directives for these species. It does, however, provide for them through the protections included in the CARs and riparian conservation areas. The riparian conservation areas are the same throughout the alternatives, but the CARs differ. Several existing CARs in Inyo County include the yellow-legged frog; none of the proposed CARs include any of the listed amphibians.

Wild and Scenic Rivers

Wild and scenic rivers' eligibility is based on a stream's or specific stream segment's value as wild, scenic or for recreation. Congress has designated three wild and scenic rivers that are either in whole or in part in the Inyo National Forest, none are in Inyo County, these are: the north and south forks of the Kern Wild and Scenic River (shared with the Sequoia National Forest and Sequoia Kings Canyon National Park), Cottonwood Creek Wild and Scenic River (shared with Bureau of Land Management), and the Owens River Headwaters Wild and Scenic River. The Forest's evaluation regarding wild and scenic rivers, found that 36-stream segments in the Inyo National Forest were eligible as wild, scenic, or for recreation. Six of these are in Inyo County (see attached map), they are:

- Cottonwood Creek, located west of the Owens Dry Lake, it has sections of wild, scenic and recreation characteristics;
- Lone Pine Creek, located west of Lone Pine and runs through Whitney Portal, it has sections of wild and recreation characteristics;
- Oak Creek, located west of Independence, it has sections of wild and recreation characteristics
- North Fork Big Pine Creek, located west of Big Pine, it has sections of wild and recreation characteristics;
- South Fork Bishop Creek, located northwest of Big Pine, it has sections of wild and recreation characteristics;
- Rock Creek, located northwest of Bishop, it has sections of wild and recreation characteristics.

The Forests' have developed management plans for designated streams and the streams that are considered as eligible. This works similar to how the wilderness management directives do and include desired conditions, guidelines and standards for achieving and/or maintaining the desired conditions. Also, like wilderness, eligible wild and scenic rivers are managed as if they are already designated. Wild and scenic river eligibility is consistent throughout the Alternatives and could potentially impact multiple uses through the limitations placed on them.

Wilderness

Staff has reviewed some of the additional land that is proposed in Alternative C for potential wilderness (see attached map). Some of the areas are questionable from this review based on some of the wilderness criteria, mainly in the South Sierra addition, Soldier Canyon and the Mazourka Peak areas. These areas were observed to have questionable wilderness characteristics as they have views into areas with roads, highways, power lines, and communities; are scarred with mine ruins and roads and do not seem to be 'remarkable' in that they do not provide an experience or landscape that is different from much of the non-wilderness landscapes nearby. With regard to the South Sierra potential wilderness inclusion, it may make more sense for the Forest Service to pull the boundary line back to the 6,000-foot contour line as the area becomes much more wilderness like as you move west through the area. The

County also provided a map of priority areas to the INF. These areas were developed by the county using important current and past grazing and mining areas and with areas known to be enjoyed by off-highway-vehicle users. The Black Canyon and Mazourka Peak potential areas in Alternative C are within the County's priority areas. The County also continues to be concerned about the treatment of potential wilderness recommendations as these areas are managed as if they were already designated wilderness and therefore are, indirectly – wilderness.

Recreation Opportunity Spectrum (ROS)

The proposed ROS designations (see attached for a description and maps) for areas in the Forest vary between the Alternatives. There is not a lot of variation between Alternative A (the no change) and B (the preferred). Alternative B has a little less roaded modified, semi-primitive motorized, and a little more semi-primitive non-motorized and primitive. The added primitive areas correspond with the potential proposed wilderness areas for Alternative B.

Alternative C has much more area designated as primitive. These areas correspond with the potentially proposed wilderness areas. The rest of the areas seem to be the same proposed designations as Alternative B. Alternative C would have the greatest restrictions on recreation opportunities by eliminating all recreation opportunities that require motorized vehicle use including getting to places to recreate.

Also corresponding with potential wilderness, Alternative D has the least amount of area designated as primitive. Alternative D has much more area in the roaded modified category than the other alternatives. This category makes sense for the areas it has been used on in Alternative D as there is mining, grazing and more off-highway-vehicle use areas within them. All of the areas that are categorized as roaded natural in Alternative B are categorized as roaded modified in Alternative D. Alternative D best aligns with the County's previous comments and priorities with regard to recreation as there would be more access provided for a wider range of recreation opportunities.

Species of Conservation Concern

The Species of Conservation Concern list is consistent throughout the Alternatives. The County has commented at every chance on the length of this list and its potential effects on access, a vibrant economy and the local culture. This list currently has 4-mammals, 4-birds, 3-amphibians, 1-fish, 10-terrestrial invertebrates, 5-aquatic invertebrates and 105-plants. Subsequent habitat protection for these species could further affect the County's stated priorities, especially with regard to losses of multiple use opportunities.

Partnerships

The County's priorities under local culture included a desire for an increase in partnering with local communities, agencies, and non-profits in the management of the Forest. The Forest has better embraced the concept of partnerships in the Draft Plan. Staff believes that the Forest Service could better facilitate volunteerism by allowing a means for volunteer input to be incorporated into the direction and methods used in the Forest's programs. A full description of the partnership focus can be found in Appendix C¹ of the Draft Plan. The Forest states that: The mission of the Forest Service is to "sustain the health,

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diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations. Partnerships are essential to carrying out that mission today. Fortunately, there are hundreds of organizations in California whose missions overlap with ours in some way, creating the opportunity to work together toward bigger, better outcomes than each can achieve on its own". This is a strong statement that the County agrees with and has encouraged throughout the Plan Revision process.

Mitigation

One of the County's priorities is with regard to how mitigation will be provided for. For example: if a species will be impacted by a specific action taken in the Forests, where will the mitigation occur? The County has recommended to the Forest Service that mitigation should occur on already disturbed Forest Land and not require the purchase or donation of private land or changing use designations to accommodate habitat restoration. The County also suggested the idea of a land mitigation bank where the Forest could identify disturbed areas within the Forests that could be used by other entities for habitat restoration. This could result in a mutually beneficial partnership with neighboring communities in that the communities would not have to lose private land to mitigation projects and the Forests could get much needed restoration work done. Neither the Plan Revision nor the DEIS address this concept.

Adequacy of the documents

Benefits to People

The County has been reviewing and commenting on the Forest Plan Revision process since it started and has been consistent with the comments it has provided. One of the first of these comments was an opposition to combining all three Forest's into one EIS. It has, and still is, the County's opinion that the Inyo National Forest has not been represented fully in the DEIS and the County's comments have been underrepresented due, in part, to putting all three together. The Inyo is quite different than the Sierra and Sequoia Forests resulting in different issues that needed to be evaluated. For example, timber is used in the DEIS as the measure for evaluating the benefits to people. Timber has always been a very small fraction of the Inyo's operations and therefore its benefits to people are negligible. To add to this disconnect, the DEIS points out that the distance to accessible sawmills, particularly with regard to the Inyo, will continue to make commercial forest product opportunities limited. It may make sense to use timber in evaluating the benefits to people for the Sierra and Sequoia as they do have a far more extensive timber history and likely future. Other factors would have been better indicators for the Inyo, such as grazing, or recreational use and water.

Economic Analysis

An economics supplemental report was prepared for the Plan Revision and DEIS work by a Forest staff specialist². This work was prepared with input from County staff. The extent that the Forest staff included the County's comments, information and data is remarkable and appreciated. The report provides a comprehensive appraisal of the Forest's impacts on the local economies of the surrounding communities. For the Inyo, many of the factors expressed are very well aligned with what Inyo County experiences. These factors and much more of the report could have been better incorporated in the DEIS analysis. For example, the report states: 'As of 2010, timber activity on the Inyo National Forest is minimal and timber sectors jobs in the counties bordering the Inyo National Forest made up very little of total private sector

² The Economics Supplemental Report can be found at:
http://a123.g.akamai.net/7/123/11558/abc123/forestservic.download.akamai.com/11558/ww/nepa/3403_FSPLT3_3081574.pdf

employment', and yet timber was used as the measure of the 'benefits to people'. The report also points out the importance of grazing to the local economy, but an evaluation of potential increases of available grazing allotments was not considered. Most striking though, was the lack of analysis in the DEIS with regard to increases in recreation opportunity. The supplemental report states that: In 2010 travel and tourism related industries comprised almost 50-percent of jobs in the counties bordering the Inyo National Forest. . . This includes many types of recreation and not all of it is allowed in wilderness or other designated areas. An evaluation of losses to certain recreation types from wilderness, wild and scenic rivers, species of conservation concern, riparian conservation areas, and critical aquatic refuge designations would have provided a far more complete range of impacts throughout the Alternatives the Forests' have on the surrounding communities. One of the Alternatives, perhaps D, could have also provided an analysis of how much and where additional recreation opportunities could be found on the Forests, outside of budget constraints, just in case additional funding can or will be found in the future. By not doing so, the Forests are not prepared for growth demands.

Multiple Uses

Along these same lines, the County has consistently commented on the importance of multiple-use on the Inyo and how the losses of historic multiple use opportunities could affect the local economy. Although the plan acknowledges the importance of continued multiple uses on the Forests, especially the Inyo, the Forests are not updating the Plan for geology and minerals or grazing and both are dealt with as incidental to fire management and habitat restoration. For example, there are requirements in the guidelines for complete inventories of the fens within active grazing areas prior to reissuance of grazing permits and provisions for restricting road improvements to existing mine claims. With the County's economic susceptibility to the actions of the federal land managers within the County, a more comprehensive treatment of potential multiple uses would have been more appropriate. The plan and DEIS should have included possible increases in mining activities as well as evaluations for finding additional areas for mining and especially grazing. Identifying new potential areas for grazing, similar to how the Forests looked for new potential areas for wilderness, would have allowed the plan and DEIS a much better range of alternatives and a more thorough evaluation of multiple uses. It could have also evaluated known mineral resources in the Forests and to the extent possible, explored the possibility of future road improvements to known mineral resources.

Scenic Integrity

The Forest Plan also includes scenic integrity objectives. These are goals or desired conditions that are provided for in the standards and guidelines throughout the Plan for many of the management areas. Scenic integrity is used to describe the naturalness of a landscape or the degree it is visually perceived to be "complete."

This system is described by the Forests as: the highest scenic integrity ratings are given to those landscapes that have little or no deviation from the landscape character valued by constituents for its aesthetic quality. Scenic integrity is the state of naturalness or, conversely, the state of disturbance created by human activities or alteration. Scenic integrity is measured in five levels:

- Very high: landscapes where the valued landscape character "is" intact with only minute, if any deviations. The existing landscape character and sense of place is expressed at the highest possible level.

- High: landscapes where the valued landscape character appears unaltered. Deviations may be present but must repeat the form, line, color, texture and pattern common to the landscape character so completely and at such scale that they are not evident.
- Moderate: landscapes where the valued landscape character appears slightly altered. Noticeable deviations must remain visually subordinate to the landscape character being viewed.
- Low: landscapes where the valued landscape character appears moderately altered. Deviations begin to dominate the valued landscape character being viewed but they borrow valued attributes such as size, shape, edge effect, pattern of natural openings, vegetative type changes or architectural styles outside the landscape being viewed. They should not only appear as valued character outside the landscape being viewed, but compatible or complimentary to the character within.
- Very Low: landscapes where the valued landscape character appears heavily altered. Deviations may strongly dominate the valued landscape character. They may not borrow from valued attributes such as size, shape, edge effect, pattern of natural openings, vegetative type changes or architectural styles within or outside the landscape being viewed. However, deviations must be shaped and blended with the natural terrain so that elements such as unnatural edges, roads, landings and structures do not dominate the composition.

Staff is still evaluating how the scenic integrity objectives relate to the County comments and priorities.

Recreation Opportunities

Recreation opportunity is also very important to the County's economic opportunity. Tourism is the County's number 1 economic driver, followed by agriculture – primarily cattle ranching. Again, there is a certain amount of disconnect between the perceived issues and the possible solutions. The DEIS states that the areas near the Forests will continue to grow in population over the Plan's timeframe and that this growth will cause more demand on the Forests for recreation opportunities. It also states that Hispanic/Latino and Asian Americans represent the groups that will have the greatest influence on outdoor recreation styles. These groups tend to prefer larger developed group sites with picnic tables, grills, trash cans, and flush toilets that support day long activities. The Forests approaching the Plan under a mandate for sustainable budgets is understood and appreciated by the County. None of the alternatives address the possibility of finding new additional areas for the increased demand for developed group sites or other recreation opportunities based on the sustainable budget approach. However, the document also does not state that the demands for other types of recreation opportunities will decrease and only evaluates changing current developed sites to meet the needs for more group sites. Nowhere does the plan attempt to find ways to accommodate all of the users' desired recreation types without sacrificing one for the other. It is likely not possible to meet all of these needs based on very real budget constraints and a sustainable budget mandate, but since sustainable recreation and designated areas are one of the three main topics of the Plan, the Forests should have at least entertained the potential for additional new sites and prepared evaluations based on the possibility of more funding or partnerships, for the addition of sites based on use projections. That way there could have been an analysis for more recreation lands similar to how they evaluated land for potential additional wilderness.

Partnerships

In the Partnership section as well as within the sustainable recreation and designated areas topic, the Forests could have explored the addition of new areas for developed and developed group sites by considering more economic partnerships. Concessionaires and potential lessees for recreational

development and/or management were not considered in any of the alternatives. This evaluation would have provided for a more complete range of alternatives that could help to solve the budget limitations on the Forests' ability to provide additional new recreation opportunities; create tangible benefits to people; and, support an expanded view of partnerships in the Plan.

Permitting Burdens

The County has been concerned about the burdens placed on people trying to obtain permits in the forests for multiple use activities. Currently processing permits for use activities on the Forests takes a considerable amount of time. This issue has affected the way film and advertisement producers do business in Inyo County. The Inyo County Film Commission has stated that these producers are segregating their business from the Forest and are using Bureau of Land Management lands instead because of the permitting burdens created by the Forests. The plan does not address the permitting issue and adding more requirements, such as for grazing lessees to evaluate every fen in an allotment prior to having a permit granted, actually increases the burden. As part of the economic analysis the issue of permit streamlining should have been evaluated as a factor in determining the effects of potential forest contributions to local economies and the subsequent benefits to people.

Public Services and Infrastructure

Public services and infrastructure are not adequately evaluated as the County requested. The plan does not consider forest infrastructure and fire protection for utility lines that run through the Forests, but does not consider or analyze infrastructure and services needs/support from the surrounding communities. These factors are important to the County as losses to, or the use of, County infrastructure and services can place an unplanned for burden on the County and other bordering jurisdictions.

Local Plan, Policies and Regulations

The County's General Plan and priorities, and other jurisdictions' planning documents were reviewed by the Forests as part of the required NEPA evaluation. The analysis of these plans and policies was not included in the DEIS. Staff was provided a table with the County's and other local jurisdictions' goals and priorities and the Forest's responses (see attached). The treatment of these local plans and priorities was to list them and provide responses that effectively stated they were addressed. This is somewhat disappointing as the Counties that provided these lists to the Forests did so with the expectation that they would somehow be integrated or recognized in the Forest Plans. Understandably, the Forest's cannot make every local jurisdictions plans and policies part of the Forest Plans, it would, however, have been more genuine if the Forests had at least found certain policy elements that the jurisdictions had in common and used them to either limit or increase/add certain activities or recognize these goals and policies as important in the Forest Plans. By doing so, the Forest Plans would have been better aligned with their neighbors'.

Next Steps

Staff will continue to review and analyze the Draft Forest Plan Revision and DEIS and begin to prepare a comment letter. The input provided by your Board will be used to develop the draft comment letter to the, which will be brought back to you in August for review, input and approval. Additional meetings for the Forest Plan Revision include:

- Inyo County Planning Commission, July 27 Board of Supervisors Hearing Room – begins at 10am
- Forest Service, August 1st Mammoth Lakes, Cerro Coso College 6pm-8pm

- Forest Service, August 2nd Bishop, Cerro Coso College 6pm-8pm
- Eastern Sierra Recreation Collaborative, July 25, Lone Pine, Statham Hall 6pm-8pm
- Eastern Sierra Recreation Collaborative, August 15, Bishop, Cerro Coso Community College 6pm-8pm

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; Town of Mammoth Lakes and City of Bishop; other interested persons and organizations.

FINANCING: General fund resources are utilized to monitor planning work in the Forest.

<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 board clerk.)</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: _____

Attachments:

Critical Aquatic Refuges Map

Wild and Scenic Rivers Map

Wilderness Map

Recreation Opportunity Spectrum Designations' Descriptions and Maps

Identify Other Public Planning Efforts

 Existing CARs

Elderberry Canyon:
Mount Lyell Salamander
Wongs Spring Snail

Gable Lakes:
Mountain Yellow Legged Frog
Wongs Spring Snail

Baker Creek:
Mountain Yellow Legged Frog
Mount Lyell Salamander

Cottonwood Creek:
Paiute Cutthroat Trout

Lead Canyon:
Inyo Mountain Slender Salamander

Barrel Springs:
Wongs Spring Snail
Inyo Mountain Slender Salamander

Olancha:
Other At Rist Slender Salamander
Mount Lyell Salamander

Haiwee Canyon:
Other At Rist Slender Salamander

 Recommended CARs Alternative B and D

Birch Creek:
Black Toad

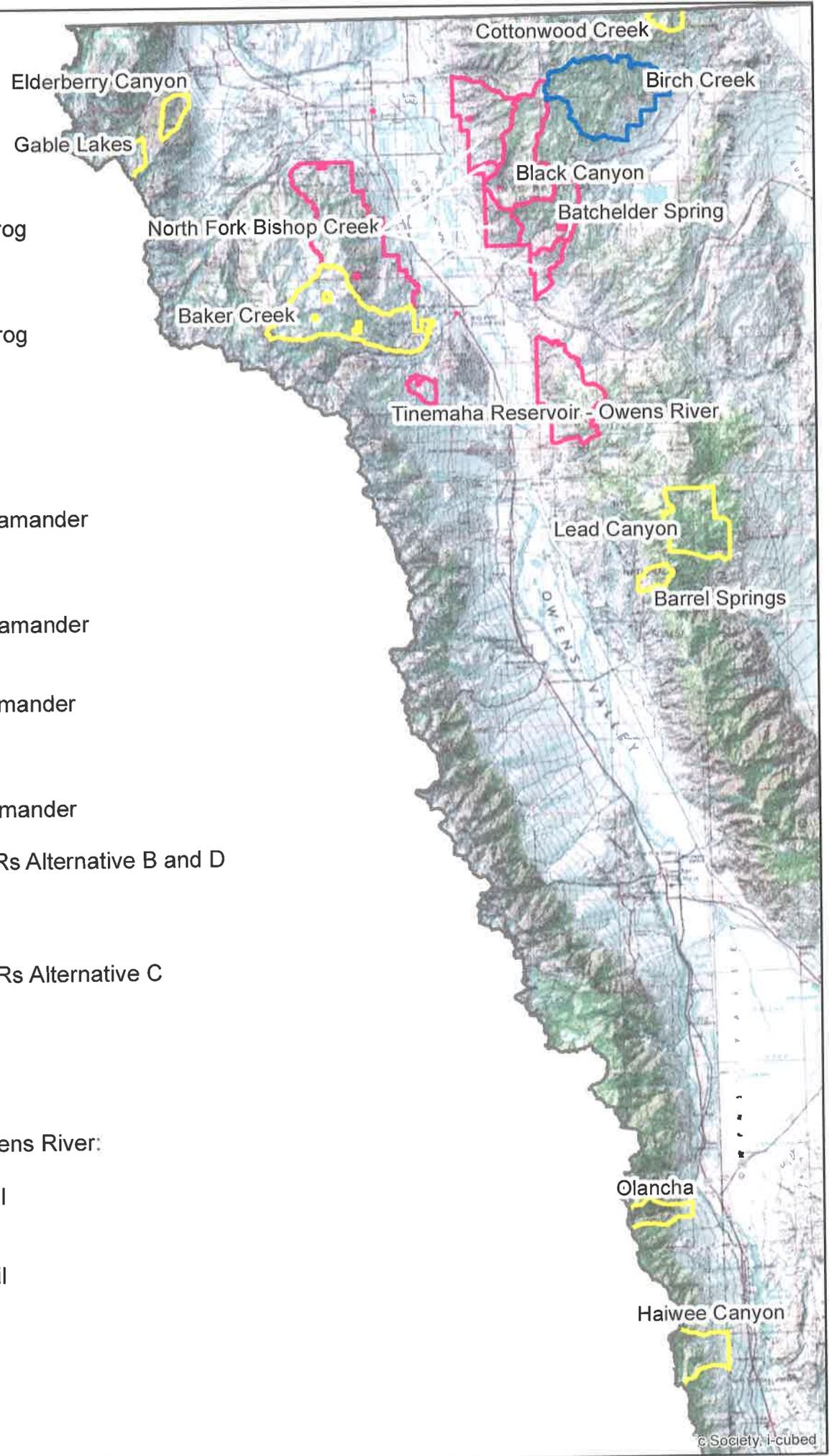
 Recommended CARs Alternative C

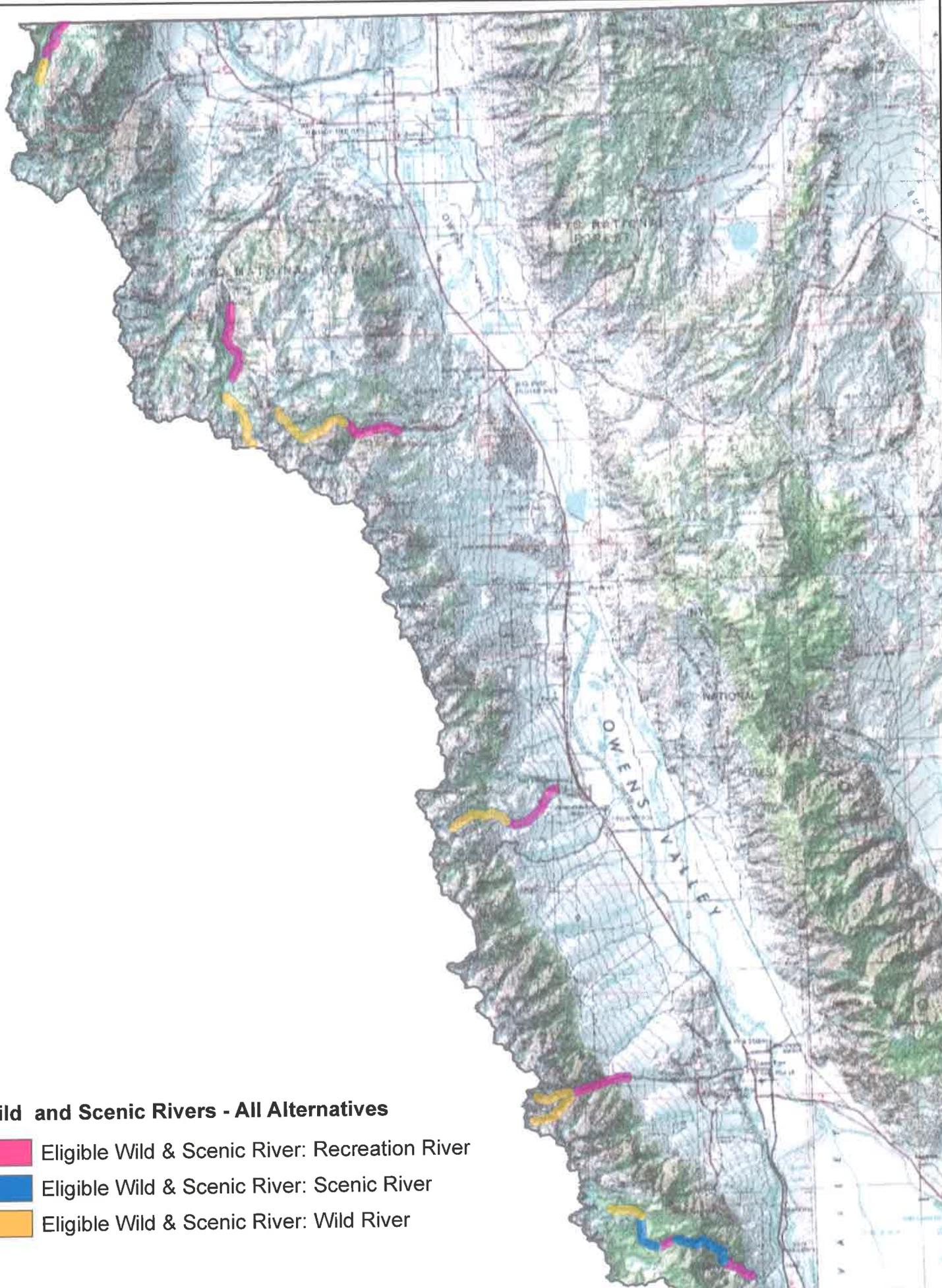
North Fork Bishop Creek:
Owens Tui Chub
Wongs Spring Snail
Willow Flycatcher

Tinemaha Reservoir - Owens River:
Owens Tui Chub
Owens Valley Spring Snail

Batchelder Spring:
Owens Valley Spring Snail
Willow Fly Catcher
Wongs Spring Snail

Black Canyon:
Owens Vally Spring Snail
Wongs Spring Snail

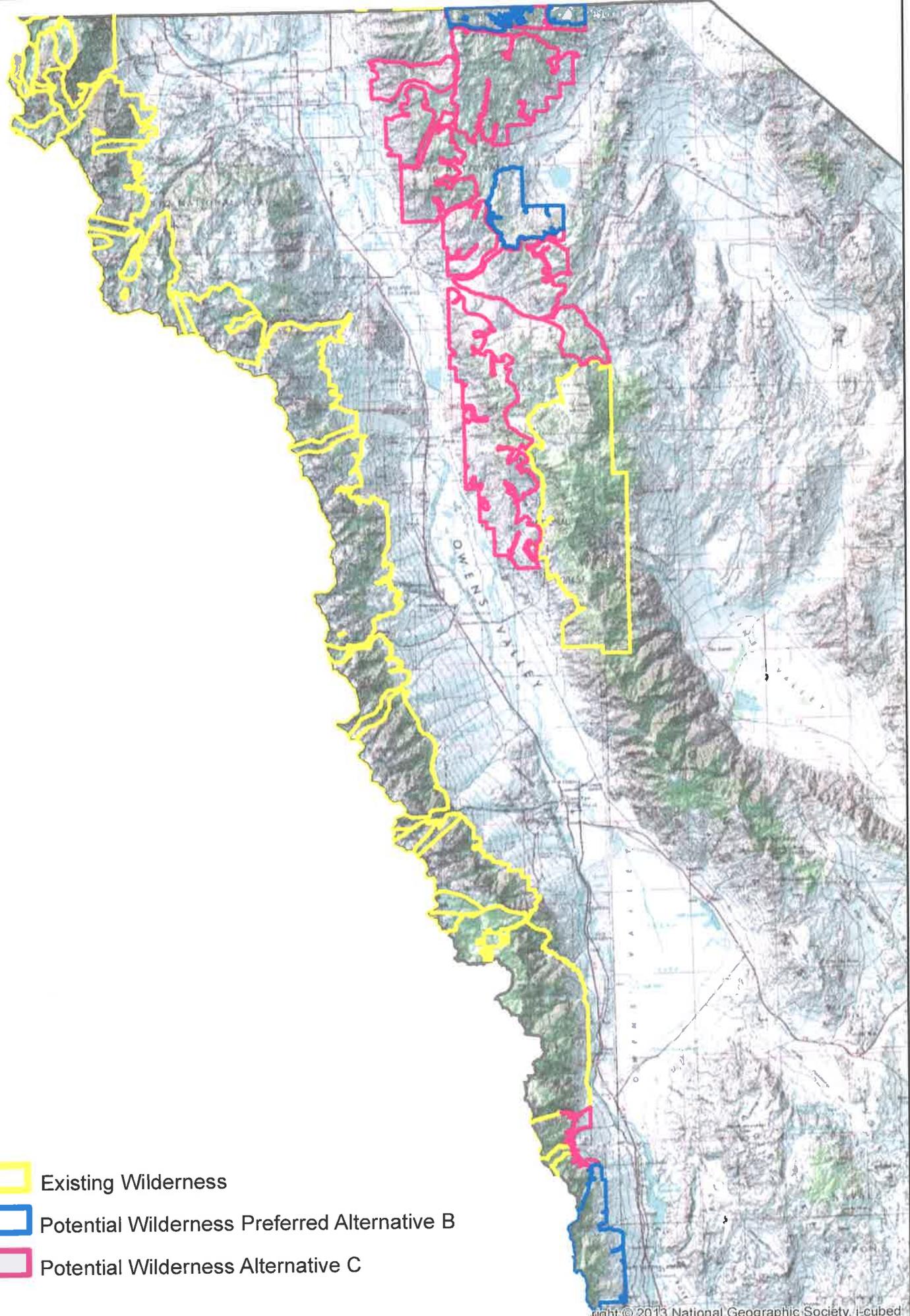




Wild and Scenic Rivers - All Alternatives

-  Eligible Wild & Scenic River: Recreation River
-  Eligible Wild & Scenic River: Scenic River
-  Eligible Wild & Scenic River: Wild River

-  Existing Wilderness
-  Potential Wilderness Preferred Alternative B
-  Potential Wilderness Alternative C



ROS – Setting Characterizations (for those used on the Inyo National Forest)

Primitive

Area is characterized by essentially unmodified natural environment of fairly large size. Interaction between users is very low and evidence of other users is minimal. The area is managed to be essentially free from evidence of human-induced restrictions and controls. Motorized use within the area is not permitted.

Semi-Primitive Non-Motorized

Area is characterized by a predominantly natural-appearing environment of moderate-to-large size. Interaction between users is low, but there is often evidence of other users. The area is managed in such a way that minimum on-site controls and restrictions may be present, but are subtle. Motorized use is not permitted.

Semi-Primitive Motorized

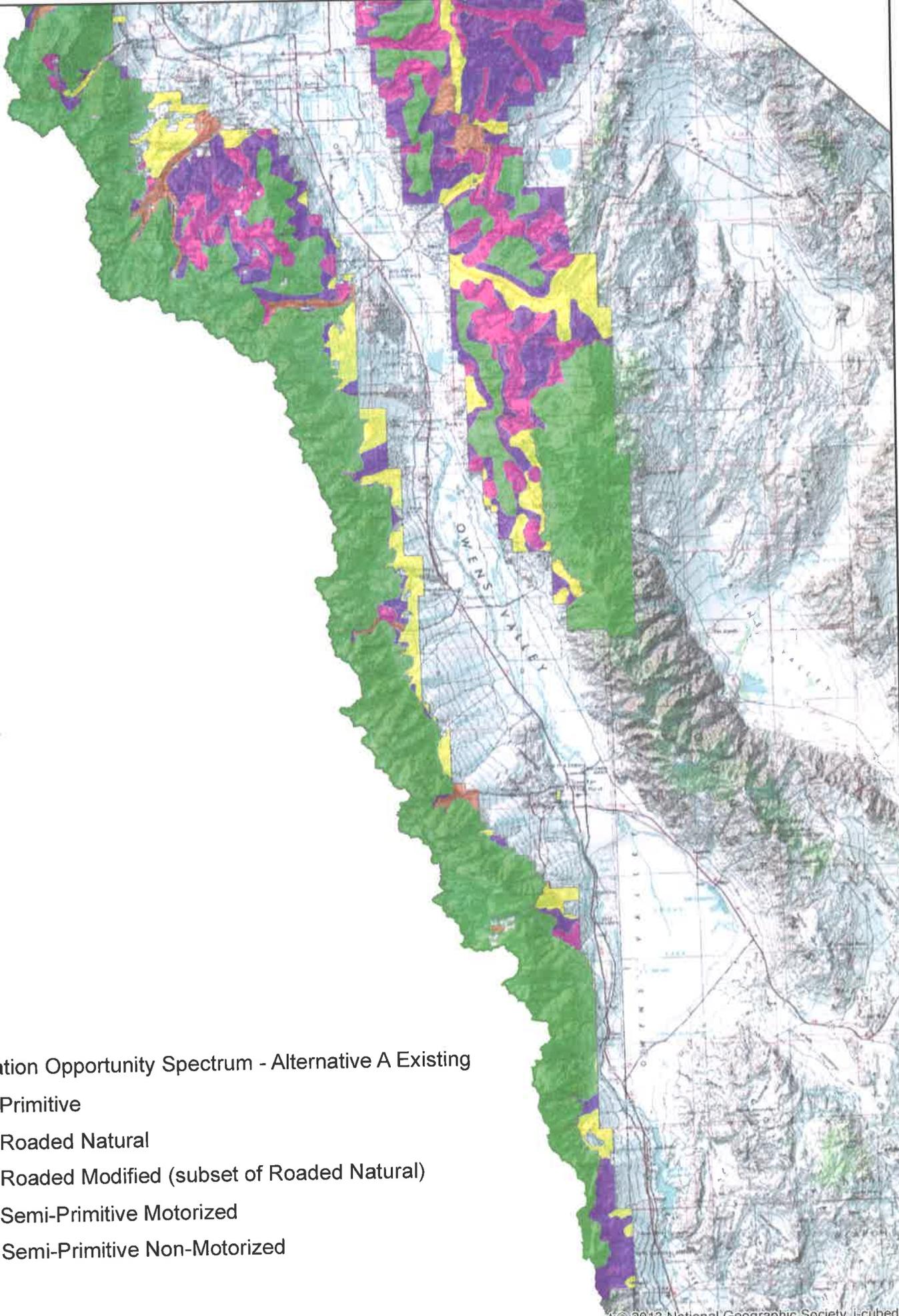
Area is characterized by a predominantly natural-appearing environment of moderate-to-large size. Concentration of users is low but there is often evidence of other users. The area is managed in such a way that minimum on-site controls and restrictions may be present, but are subtle. Motorized use is permitted.

Roaded Natural

Area is characterized by predominantly natural-appearing environmental with moderate evidence of the sights and sounds of man. Such evidences usually harmonize with the natural environment. Interaction between users may be low to moderate, but with evidence of other users prevalent. Resource modification and utilization practices are evident, but harmonize with the natural environment. Conventional motorized use is provided for construction standards and design of facilities.

Roaded Modified (a subset of Roaded Natural)

Roaded Modified has been used as a subclass of Roaded Natural by several Forests and Regions for many years. Roaded Modified has typically been defined as areas exhibiting evidence of Forest management activities that are dominant on the landscape. Examples include heavily logged areas, evidence of mining, oil/gas or other minerals extraction activities, etc. No size criteria apply. Conventional motorized use is provided for construction standards and design of facilities.

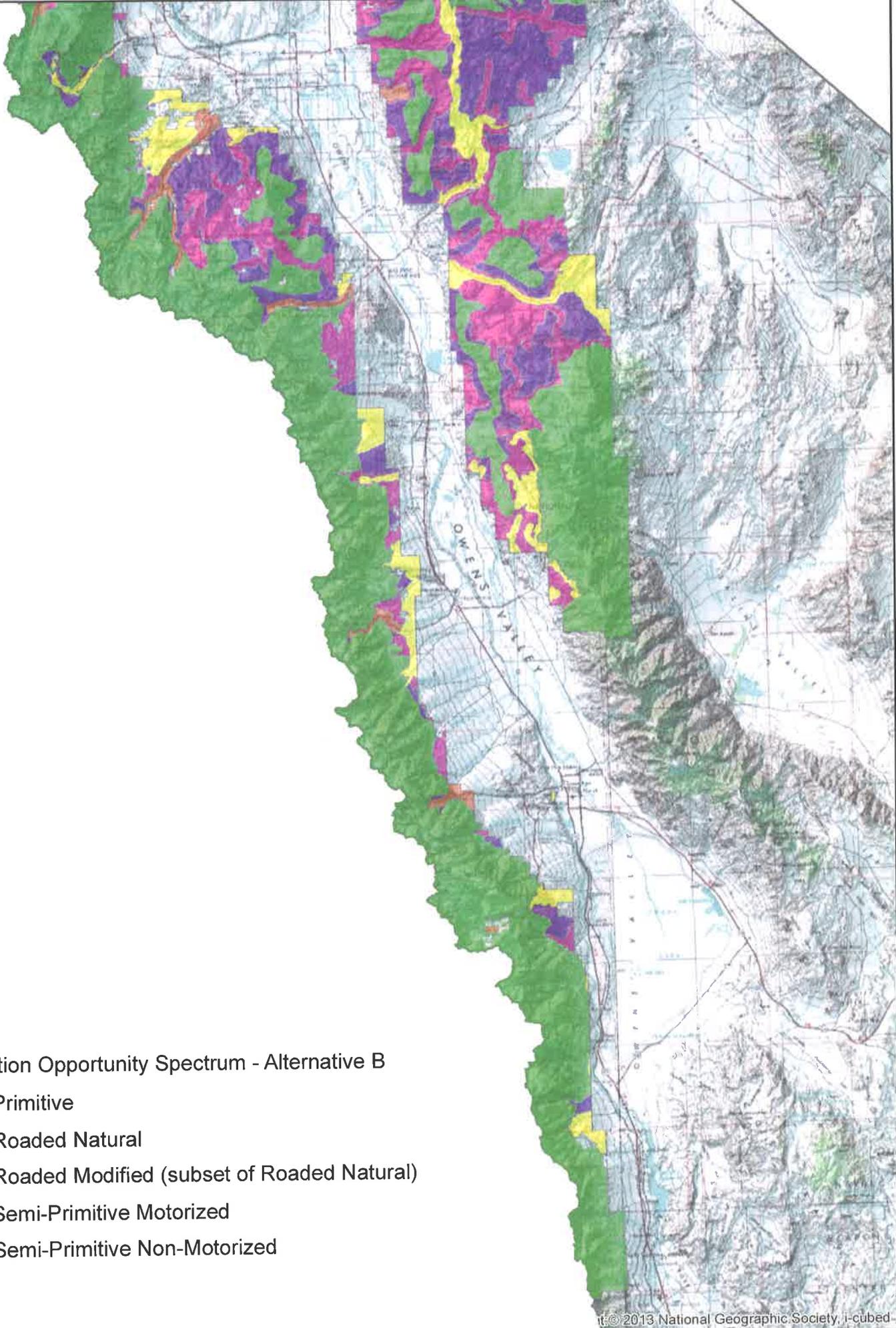


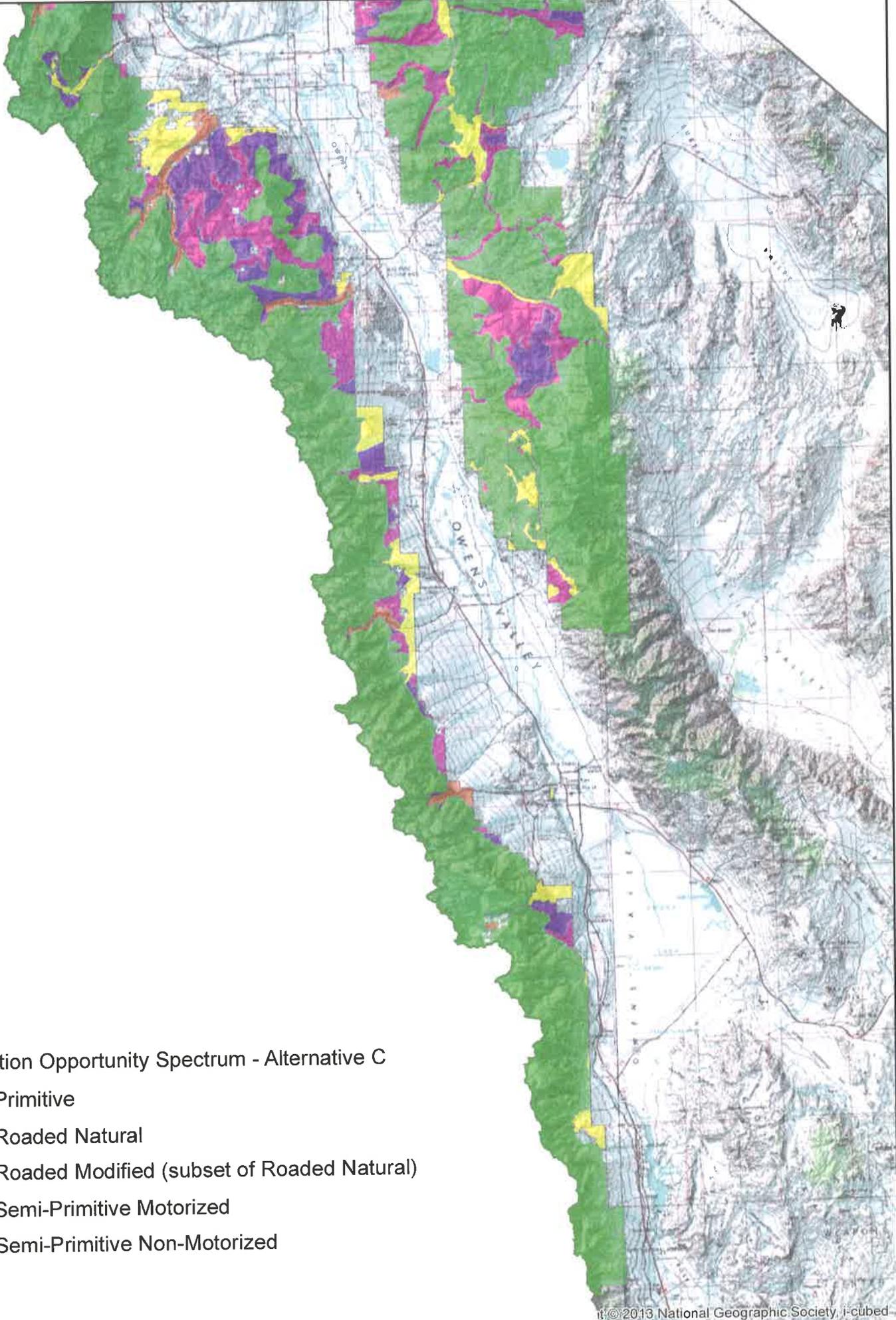
Recreation Opportunity Spectrum - Alternative A Existing

- Primitive
- Roded Natural
- Roded Modified (subset of Roded Natural)
- Semi-Primitive Motorized
- Semi-Primitive Non-Motorized

Recreation Opportunity Spectrum - Alternative B

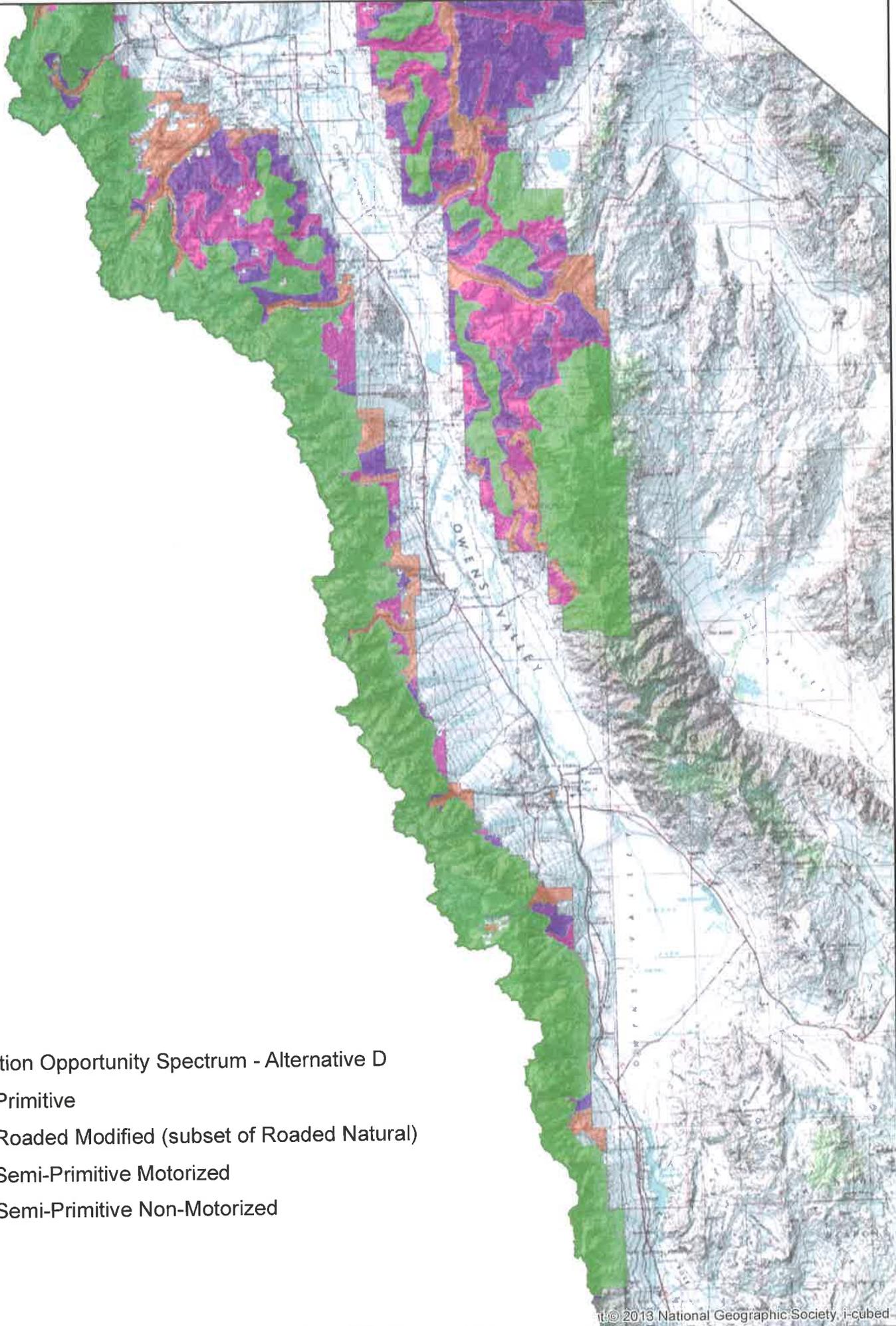
- Primitive
- Roaded Natural
- Roaded Modified (subset of Roaded Natural)
- Semi-Primitive Motorized
- Semi-Primitive Non-Motorized





Recreation Opportunity Spectrum - Alternative C

- Primitive
- Roaded Natural
- Roaded Modified (subset of Roaded Natural)
- Semi-Primitive Motorized
- Semi-Primitive Non-Motorized



Recreation Opportunity Spectrum - Alternative D

-  Primitive
-  Roded Modified (subset of Roded Natural)
-  Semi-Primitive Motorized
-  Semi-Primitive Non-Motorized

Identify Other Public Planning Efforts (§ 219.4(b)(2))

County Governments

The Inyo NF occurs within seven counties: Fresno, Inyo, Madera, Mono, and Tulare Counties in California and Esmeralda and Mineral Counties in Nevada.

County plans can be used as a source of information on the history of land use within the region, patterns of development, desired conditions, and current county land use goals, objectives, and policies. County governments hold no legal authority over independent jurisdictions such as Federal and state lands, incorporated cities and towns, or Native American tribal reservations.

County land use within the planning area ranges from traditional uses such as farming and ranching in rural areas (Inyo, Mono, Esmeralda, and Mineral Counties) to denser concentrations of residential, industrial, and commercial uses in and around suburban and urban areas (Fresno and Madera Counties). One of the common themes is how, and whether, private owners and public land managers can manage the competing priorities of resource conservation and economic development- in particular how to cope with the growing demands for housing and recreation while ensuring preservation of a shrinking natural resource base that contributes to the Eastern Sierra and western Nevada's highly valued rural character.

Fresno County

In reviewing the Fresno County General Plan for Agriculture and Land Use (2000), there were no policies or elements that pertained to the Inyo National Forest or would conflict with the Inyo NF revised plan.

Inyo County

Inyo County was a cooperating agency with the Inyo NF and this relationship was defined in the Memorandum of Understanding dated June 10, 2014. Throughout the plan revision process the County provided local economic and social information that was used in the analysis of effects to those resources as described in this DEIS. The Inyo County Board of Supervisors identified the goals from the General Plan that they felt needed to be considered during plan revision. They also provided additional priorities that they felt were related to plan revision. Table X displays these goals and priorities and how the Inyo NF revised plan addresses or blends with these goals. No conflicts between the Inyo County Plan goals and priorities and the components of the revised plan have been discovered.

Table X. Inyo County goals and priorities and how the Inyo NF revised plan responds.

Inyo County Goals and Policies Related to the Inyo NF as Expressed in General Plan	How the Inyo NF Revised Plan Responds
Policy Gov-3.1: No Net Loss The County shall work with federal and state agencies, local districts, utilities (e.g., LADWP), and Native American tribes to encourage that land exchanges have a net positive impact on the	Plan components related to Lands and potential land exchanges have been incorporated from the 1988 Land and Resource Management Plans. These plan components do not prohibit land exchanges with the County, but rather displays the

<p>County. In its evaluation, the County may consider factors such as impacts on the County's tax base and revenues, orderly community growth, future development, future revenues and/or other gains, and impacts on the environment, both natural and created.</p>	<p>priorities in which land exchanges may be considered.</p>
<p>Policy Gov-3.2: Private Land Increase The County shall work with federal and state agencies, local districts, and utilities to find opportunities to expand private land ownership in the County through land transfers and other mechanisms.</p>	<p>Plan components related to Lands and potential land exchanges have been incorporated from the 1988 Land and Resource Management Plans. These plan components do not prohibit land exchanges with the County, but rather displays the priorities in which land exchanges may be considered.</p>
<p>Policy Gov-3.3: Land Release Locations The County shall work with federal and state agencies, local districts, and utilities to target desired locations for land releases to private ownership.</p>	<p>Plan components related to Lands and potential land exchanges have been incorporated from the 1988 Land and Resource Management Plans. These plan components do not prohibit land exchanges with the County, but rather displays the priorities in which land exchanges may be considered.</p>
<p>Policy Gov-4.1: Federal Land Dispositions and Acquisitions It is the policy of the Board that the design and development of all federal and state land dispositions and acquisitions, including land adjustments and exchanges, be carried out to the benefit of the citizens of the planning area to ensure the following.</p> <ol style="list-style-type: none"> a. That the County property tax base shall be maintained unless the Board determines there is an overriding benefit to the County. b. That the private property interests including, but not limited to, land patents, drilling rights, mining claims, easements, rights-of-way and forage rights are protected and enhanced. c. That residents within the planning area shall suffer no adverse aggregate economic impacts. d. That incentives be developed to provide an increase in local economic development by increasing, where possible, the amount of private and non-federal and non-state land within the planning area. e. That private use of federal and/or state controlled land within the planning area 	<p>Plan components related to Lands and potential land exchanges have been incorporated from the 1988 Land and Resource Management Plans. These plan components do not prohibit land exchanges with the County, but rather displays the priorities in which land exchanges may be considered.</p>

<p>be increased in order to enhance opportunities for local economic development.</p> <ul style="list-style-type: none"> f. That federal and/or state land agencies are discouraged from acquiring any private lands or rights in private lands within the planning area without first coordinating with the County. g. That federally and/or state managed lands that are difficult to manage or which lie in isolated tracts, or that could contribute to orderly expansion of existing communities should be considered for exchange or sale to private ownership. h. That the County be notified of, consulted about, and otherwise involved in all federal and state land adjustments in the planning area. The Board may review all proposed changes to determine if the proposals are in the best interest of the County. i. That before federal and state agencies change land uses, impact studies on land uses are conducted at the expense of the agency proposing the change and necessary mitigation measures adopted in coordination with the County. Impact studies should address community stability, local custom and culture, flood prone areas, access, or any other issue identified as a concern to the County. j. Due to the extensive state and federal ownership in the County, it is noted that the management of these areas should include: provision for continued and improved access through and within the County; continued provision of public recreational facilities and access; multi use management where applicable; and interconnection or coordination of state, federal, and local facilities and programs when possible. 	
<p>Policy Gov-4.2: Economic Development With more than 98 percent of the land area of Inyo County owned by the federal, state and city governments, it is clear that the economic viability of the County is inextricably tied to operational decisions made on public lands. Among other</p>	<p>Under the 2012 Planning Rule forests must provide for social, economic, and ecological sustainability within Forest Service authority and consistent with the inherent capability of the plan area. The plan must include plan components, including standards or guidelines, to guide the plan area's</p>

<p>policies contained in the Economic Development Element are:</p> <ul style="list-style-type: none"> a. The County shall encourage public agencies to develop new tourist serving facilities or otherwise enhance their capacity to serve visitors on the public lands they manage. b. Encourage public land management and service agencies, including BLM, USFS, National Park Service (NPS), Caltrans, and LADWP to increase their capacity to serve visitors on properties they manage. 	<p>contribution to social and economic sustainability, taking into account:</p> <ol style="list-style-type: none"> 1) Social, cultural, and economic conditions relevant to the area influenced by the plan; 2) Sustainable recreation; 3) Multiple uses that contribute to local, regional, and national economies in a sustainable manner; 4) Ecosystem services; 5) Cultural and historic resources and uses; and 6) Opportunities to connect people with nature. <p>The sustainable recreation plan components address Inyo County's policy on Economic Development.</p>
<p>5.2.3 Economic Development: Economic Development Issues: Work closely with both public and private landowners and operators to ensure expanded tourism opportunities and to ensure proper long-term management of the County's lands and water.</p>	<p>The sustainable recreation plan components address tourism opportunities at the programmatic level for the Inyo NF. The water, soils, and watershed plan components address the sustainability and management of water resources on the forest.</p>
<p>Goal ED-1: Promote increased capacity to serve tourists within the County's established urbanized areas, and in those areas with established tourist attractions.</p>	<p>The revised plan addresses sustainable recreation at the programmatic level and plan components allow for the ability to address changes in recreation use on the forest.</p>
<p>Circulation Element: Implementation Measure 9.0 Work with federal land management agencies and LADWP to coordinate trail efforts and ensure connections between trail systems in federally managed lands and Inyo County communities and locations of interest.</p>	<p>The revised plan addresses sustainable recreation at the programmatic level and plan components allow for the ability to address changes in recreation use on the forest.</p>
<p>Policy AG-1.6: Support the continued use and expansion of public lands for agricultural operations.</p>	<p>The revised plan allows for the continuation of multiple uses, including livestock operations on the Inyo NF.</p>
<p>Goal AQ-1: Provide good air quality for Inyo County to reduce impacts to human health and the economy.</p>	<p>Air quality plan components address the needs to manage for ecological restoration while adhering to air quality standards and the importance of addressing human health issues and impacts to local economies.</p>
<p>Goal WF-1: Prevent wildfires and provide public safety from wildfire hazards.</p>	<p>Fire plan components provide management direction for the use of fire on the landscape and continued direction for protection of public health and safety.</p>
<p>Inyo County Priorities Related to the Inyo NF Plan</p>	<p>How the Inyo NF Revised Plan Responds</p>

Revision

Access: A sustainable road system should be implemented to enhance and accommodate vehicular use, packing, hunting, hiking, and other recreational opportunities, as well as mining and other uses of the Forest. Mitigation opportunities for potential environmental impacts resulting from increased access should be identified and implemented.

- Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources and other uses of the Forest, including grazing, mining, and the activities of native peoples (such as gathering).
- Roadless Areas should be identified for removal or evaluation if they are not roadless.
- Conflicts between biological resources and human access should be identified and planned for.

The revised plan does not address sustainable road systems or increasing motorized access on National Forest System lands. The Travel Management decision established authorized roads on the Inyo NF and the Travel Analysis Process determined the minimum road system for the forest. Conflicts of resources are addressed at the project-level.

Evaluation of Roadless Areas is outside the scope of plan revision.

Vibrant Economy: The Plan should contribute substantially to the local economy due to the impact of the Forest on the County's culture and fiscal health, and should not result in significant socioeconomic impacts.

- Grazing, Mining, Recreation, and other Multiple Uses – the Plan should support and encourage consumptive and sustainable uses of the Forest to contribute to the County's economy and culture.
- Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources. This type of recreation is an important economic driver for the County.
- Use permits should be facilitated and streamlined for timely issuance and evaluated based upon scientific criteria.
- Mitigation Bank – rather than acquire land for mitigation of environmental impacts, the Plan should promote restoration of degraded public lands to accommodate mitigation of human development elsewhere in the County.

Under the 2012 Planning Rule forests must provide for social, economic, and ecological sustainability within Forest Service authority and consistent with the inherent capability of the plan area. The plan must include plan components, including standards or guidelines, to guide the plan area's contribution to social and economic sustainability, taking into account:

- 1) Social, cultural, and economic conditions relevant to the area influenced by the plan;
- 2) Sustainable recreation;
- 3) Multiple uses that contribute to local, regional, and national economies in a sustainable manner;
- 4) Ecosystem services;
- 5) Cultural and historic resources and uses; and
- 6) Opportunities to connect people with nature.

Access will not be addressed within plan revision (see above response).

Plan revision will not address Forest Service policies on issuance of permits; this is outside the

<p>Local Culture: The Plan should support and enhance the culture of local communities to the extent social and cultural issues revolve around the forest.</p> <ul style="list-style-type: none"> • Public Safety – access and accommodation for public safety purposes should be of paramount concern in the Plan, including for law enforcement (such as eradicating illegal drug production), fire management and suppression, and search and rescue. • Provide access to the Forest for gathering activities, prospecting, sightseeing, exploration, and camping. • Provide a continuing voice to the people living around the forest through their local government representatives. • Increase use of partnering with local communities, agencies, and non-profits. 	<p>scope of this programmatic document.</p> <p>Under the 2012 Planning Rule forests must provide for social, economic, and ecological sustainability within Forest Service authority and consistent with the inherent capability of the plan area. The plan must include plan components, including standards or guidelines, to guide the plan area's contribution to social and economic sustainability, taking into account:</p> <ol style="list-style-type: none"> 1) Social, cultural, and economic conditions relevant to the area influenced by the plan; 2) Sustainable recreation; 3) Multiple uses that contribute to local, regional, and national economies in a sustainable manner; 4) Ecosystem services; 5) Cultural and historic resources and uses; and 6) Opportunities to connect people with nature. <p>Public safety is addressed through law, regulation, and Forest Service policy and this direction will not be repeated in the revised plan.</p> <p>Plan direction has been added to address the increase in use of partnerships.</p>
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Madera County

The Agriculture and Natural Resource elements of the Madera County General Plan Policy Document (1995) were reviewed for consistency with the Inyo NF plan. Several goals were reviewed, including Forest Resources, Wetland and Riparian Areas, Fish and Wildlife Habitat, Open Space for the Preservation of Natural Resources, and Fire Hazards. No conflicts between the Madera County Plan elements and the components of the revised plan have been discovered.

Table X. Madera County goals and priorities and how the Inyo NF revised plan responds.

Madera County Goals and Policies Related to the Inyo NF as Expressed in General Plan	How the Inyo NF Revised Plan Responds
Goal 5B: To conserve Madera County's forest resources, enhance the quality and diversity of forest ecosystems, reduce conflicts between forestry and other uses, and encourage a sustained yield of forest products.	Terrestrial vegetation, aquatic habitat, at-risk species, and timber plan components address this goal. Areas suitable for timber harvest are included in the plan.
Goal 5D: To protect wetland communities and	Aquatic habitat, watershed, and water plan

related riparian areas throughout Madera County as valuable resources.	components address this goal.
Goal 5E: To protect, restore, and enhance habitats that support fish and wildlife species so as to maintain populations at viable levels.	The plan includes plan direction for terrestrial vegetation, aquatic habitats, and at-risk species that address this goal.
Goal 5H: To preserve and enhance open space lands to maintain the natural resources of the county.	Plan direction addresses the need to maintain open space, including wildlife corridors.
Goal 6C: To minimize the risk of loss of life, injury, and damage to property and watershed resources resulting from unwanted fires.	Fire management zones have been designated and plan components address the need to reduce the risk of loss of damage to communities from wildfire and also to address areas where wildfire are needed for ecological restoration.

Mono County

Goals, objectives, and policies from the Mono County General Plan (2013) were considered and are displayed in Table X. The policies related to the Inyo NF revised plan were found in the Land Use Element and Conservation and Open Space Element. No conflicts between the Tulare County Plan elements and the components of the revised plan have been discovered.

Table X. Mono County goals and priorities and how the Inyo NF revised plan responds.

Mono County Goals and Policies Related to the Inyo NF as Expressed in General Plan	How the Inyo NF Revised Plan Responds
Objective F	
Policy 2: Preserve and protect open space in order to protect natural and cultural resources and to provide for a variety of recreational opportunities.	The revised plan includes plan components addressing natural and cultural resources and addresses sustainable recreation at a programmatic level.
Objective H: Maintain and enhance the local economy	The 2012 Planning Rule directs the forest to ensure economic sustainability of local communities near or adjacent to the forest. The revised plan addresses this by establishing plan components that allow for economic sustainability while still providing for sustainable ecological and social conditions.
Goal: Maintain an abundance and variety of vegetation, aquatic and wildlife types in Mono County for recreation use, natural diversity, scenic value, and economic benefits.	The revised plan addresses this goal by providing plan direction for terrestrial vegetation, at-risk species, aquatic habitats, invasive species, and sustainable recreation. This programmatic direction allows for ecological, social, and economic sustainability.
Goal: Preserve and protect agriculture and grazing lands in order to promote both the economic and open space values of those lands.	Livestock grazing standards are addressed in the plan and the plan does not reduce areas suitable for livestock grazing.
Goal: Provide for the conservation and	Suitability of lands for mineral exploration is

development of mineral resources in a manner that minimizes land use conflicts and maintains a quality environment.	included in the plan and plan components provide for resource protection.
Goal: Permit the productive and beneficial development of alternative energy sources, including geothermal resources, consistent with the objectives of Goal I and national and local interests.	The plan does not prohibit energy development and is consistent with national laws, regulations, and policies.
Goal: Protect and enhance the visual resources and landscapes of Mono County.	The Scenic Management System (SMS), which includes Scenic Integrity Objectives addresses the need to protect and enhance visual and scenic resources.
Goal: Provide opportunities for outdoor recreation to meet the needs of residents and visitors in a manner that conserves natural and cultural resources.	Sustainable recreation is addressed in the revised plan and is an essential component of the 2012 Planning Rule. Plan components address the need to allow for sustainable recreation while protecting other resources.
Goal: Identify, preserve, restore, and interpret cultural resources in Mono County.	Plan components address this goal in the Cultural Resource section.
Goal: Achieve and maintain excellent air quality, water quality, and noise quality such that public health is protected and to protect the public from adverse impacts from hazardous waste and materials.	Air and water quality plan components address this goal.

Tulare County

The Inyo NF falls within the Open Space designation in the Environmental Resource Management Component of the Tulare County General Plan (2015). Seven elements have been identified in the Environmental Resource Management Component which was considered in this revision process. Portions of the Inyo NF also fall within watersheds found within Tulare County which was identified in the Water Resource Component of the General Plan. Three elements were considered in this revision process. These are displayed in Table X. No conflicts between the Tulare County Plan elements and the components of the revised plan have been discovered.

Table X. Tulare County goals and priorities and how the Inyo NF revised plan responds.

Tulare County Goals and Policies Related to the Inyo NF as Expressed in General Plan	How the Inyo NF Revised Plan Responds
ERM-1 To preserve and protect sensitive significant habitats, enhance biodiversity, and promote healthy ecosystems throughout the County.	Plan components have addressed at-risk species and provide for the persistence and viability of these species and habitats on the Inyo NF.
ERM-2 To conserve protect and encourage the development of areas containing mineral deposits while considering values relating to water resources, air quality, agriculture, traffic, biotic, recreation, aesthetic enjoyment, and other public	Suitability of lands addresses the potential development of mineral exploration within the portion of Tulare County on the Inyo NF.

interest values.	
ERM-3 To protect the current and future extraction of mineral resources that are important to the County's economy while minimizing impacts of this use on the public and the environment.	Suitability of lands addresses the potential development of mineral exploration within the portion of Tulare County on the Inyo NF.
ERM-4 To encourage energy conservation in new and existing developments throughout the County.	Suitability of lands addresses the potential development and expansion of energy developments within the portion of Tulare County on the Inyo NF.
ERM-5 To provide a parks, recreation, and open space system that serves the recreational needs of County residents and visitors, with special emphasis on recreation related to Environmental Resource Management.	Sustainable recreation plan components address continued and expanding recreation needs at the programmatic level.
ERM-6 To manage and protect sites of cultural and archaeological importance for the benefit of present and future generations.	Plan components address cultural and Tribal resources.
ERM-7 To preserve and protect soil resources in the County for agricultural and timber productivity and protect public health and safety.	Plan components have been added to address soil conditions.
WR-1 To provide for the current and long-range water needs for the County and for this protection of the quality and quantity of surface and groundwater resources.	The revised plan includes plan components that address water quality and watershed conditions.
WR-2 To provide for the current and long-range water needs of the County and for the protection of the quality of surface water and groundwater resources.	The revised plan includes plan components that address water quality and watershed conditions.
WR-3 To provide a sustainable, long-term supply of water resources to meet domestic, agricultural, industrial, and recreational needs and to assure that new urban development is consistent with available water resources.	The revised plan includes plan components that address water quality and watershed conditions.

Esmeralda County

The Esmeralda County Public Lands Policy Plan (2013) and Master Plan (2011) were considered during the plan revision process. The Economic Activity and Development section of the Master Plan and the majority of the policy sections in the Public Lands Plan are included in Table X, as well as how the Inyo NF revised plan responds to these policies. No conflicts between the Esmeralda County Plan elements and the components of the revised plan have been discovered.

Table X. Esmeralda County goals and priorities and how the Inyo NF revised plan responds.

Esmeralda County Goals and Policies Related to the Inyo NF as Expressed in General Plan	How the Inyo NF Revised Plan Responds
Master Plan	
Economic Activity	

<p>1-1 The entire county shall be kept open for prospecting, mining, agriculture, and related activities.</p>	<p>The plan includes areas suitable for these uses and maintains multiple use on the forest.</p>
<p>Public Lands Policy Plan</p>	
<p>Management of Public Lands</p>	
<p>2-1 Support Esmeralda County’s concept of Multiple Use Management as an overriding philosophy for management of the public lands based on multiple use and sustainable yield concepts, and in a way that will conserve natural resources.</p>	<p>The revised plan is consistent with the Forest Service’s definition of multiple use and includes plan direction for multiple use activities, such as recreation, range, timber, energy, minerals, watersheds, wildlife and fish, and natural scenic, scientific, and historic areas.</p>
<p>2-2 Protect and preserve:</p> <ul style="list-style-type: none"> • The quality of the environment and wildlife habitat; • Economic, cultural, scenic, historical, and archeological values. 	<p>The revised plan provides direction for management of wildlife habitat and provides for ecological, economic, and social sustainability.</p>
<p>Federal Land Transactions</p>	
<p>3-1 Specially designated lands (e.g., National Recreation Areas, National Conservation Areas, Wildlife Refuges, Wilderness, State parks, etc.) are valuable assets to the State, the County, and the citizens. Within Esmeralda County, any new specially designated areas should be reviewed carefully in a public forum to determine if they are suitable and beneficial to our citizens.</p>	<p>The 2012 Planning Rule and final directives outline the process for evaluating areas for inclusion in the National Wilderness Preservation System. This includes public comment during this evaluation process. Esmeralda County was included during this evaluation.</p>
<p>3-2 Government agencies should not acquire additional private lands without first ensuring:</p> <ol style="list-style-type: none"> 1. That private land is not disposed of unless the disposal clearly benefits the citizens of Esmeralda County; 2. That environmental and cultural values are protected; 3. That private property interests are protected or enhanced; 4. That socioeconomic impacts are duly considered; 5. That acquisitions in any form are fully compensated and proven to meet the highest public need; 6. That the local tax base is not negatively impacted; 7. That due process is guaranteed to all private parties involved in land use controversies, by means that do not demand or create a financial hardship; and 8. That the State and local government within those jurisdictions where the land is 	<p>There are plan components that address the priority in which land acquisitions would occur on the Inyo NF in the revised plan.</p>

located be consulted in regard to the acquisition.	
3-7 Leasing of public lands for economic development and public purposes is allowed within Federal law.	The revised plan does not conflict with Federal law, regulations, or policies regarding leasing of lands for mineral or energy development.
Agriculture and Livestock Production	
4-2 Opportunities for agriculture development on public lands should continue.	The plan does not prohibit or reduce the lands suitable for livestock grazing within Esmeralda County.
4-5 Grazing should utilize sound adaptive and allotment management practices. Esmeralda County supports the periodic updating of the Nevada Rangeland Monitoring Handbook to help establish proper levels of grazing.	The revised plan includes standards for establishing utilization rates and grazing management strategies.
4-7 Range water rights and improvements such as those associated with seeps, springs, streams, lakes, and wells used by livestock and wildlife should be protected. Encourage cooperation between the public land management agencies and the grazing operator in protecting the riparian values of these water sources.	Aquatic habitat and water plan components address this policy.
Forestry	
5-1 Promote multiple uses of public forest resources to realize sustainable and continuous provisions of timber, forage, firewood, wildlife, fisheries, recreation, and water.	Plan components address these multiple uses and timber suitability has been determined for the Inyo NF.
5-2 Support the prompt salvage of forest losses due to fire, insect infestation, or other events.	The plan includes management direction that outlines standards and guidelines for salvage operations.
5-3 Support the management of forests with ecological conditions for a diversity of vegetation communities. Native grass and shrub ecosystems, with no or few invasive species, are preferable to pinyon-juniper monocultures.	Terrestrial vegetation and at-risk species plan direction addresses this policy.
5-4 Urge BLM and Forest Service to allow and promote thinning of selected areas. Thinning should be done in a manner so that local citizens derive economic benefit.	Terrestrial vegetation plan components address the need for ecological restoration and provide for economic sustainability.
5-5 Recognize the importance of maintaining a healthy forest and encourage activities that will retain and improve the vigor of these forests.	The plan addresses ecological restoration and sustainability.
Wild Horses and Burros	The revised plan does not address wild horses or burros. The management of wild horses and burros is outlined in the territory plans, which will not be revised in this new plan.
Mineral and Geothermal Resources	
7-1 Encourage the careful development and	The plan identifies the suitability of lands for

production of Esmeralda County's metal, mineral, and geothermal resources while recognizing the need to protect the environment and ecologic resources.	mineral and geothermal development.
7-4 Metal, mineral, and geothermal operations should be consistent with best management practices for the protection of the environmental qualities and the multiple uses of public lands.	The plan provides management direction to address this policy.
7-9 Federal, State, and County governments should cooperate in continuing to provide sources of sand, gravel, topsoil, rock, and other mineral materials for local communities. County, State, and Federal agencies should jointly plan for the efficient development and use of material sites for both the government agencies and the private sector.	The plan does not prohibit this coordination or ability to provide these resources.
Wildlife	
9-3 Support habitat restoration and preservation to improve wildlife habitat when balanced and compatible with other multiple uses.	At-Risk Species and Terrestrial Vegetation plan components address this policy.
Recreation and Open Space	
13-2 Encourage sustainable recreational use in Esmeralda County with marketing efforts that describe the opportunities available and patronize county communities and businesses.	The revised plan addresses sustainable recreation at a programmatic level and provides plan components to address economic sustainability.
Wetlands, Riparian Habitat, and Waters of Esmeralda County	
14-2 Wetlands, riparian habitat, and waters should be managed in a responsible and balanced manner with other resources.	
Fire Management	
15-1 Wildland-Urban Interface fire policies should be practiced. Defensible space should be a responsibility of Federal, state, and local agencies, as well as the private property owner.	The revised plan establishes new fire management zones that achieve the same objective as the Wildland-Urban Interface area around communities.
15-7 All fire equipment should be cleaned to assure the equipment is "weed-free" before being dispatched to a fire.	Invasive weed plan components are located throughout the revised plan and address this policy.
15-8 Encourage the Federal agencies to develop and implement fire management practices to incorporate thinning, fire use areas, prescribed burns, and reseeding to restore natural flora, while reducing the impact of invasive species.	The revised plan addresses this policy by providing plan components for fire, terrestrial vegetation, at-risk species, and invasive species.
Noxious Weeds and Invasive Species	
16-1 Support cooperative weed management programs to control noxious weeds and invasive species, including instituting a re-vegetation	Invasive species plan components are included in the plan and address this policy.

program in areas where weeds are treated.	
16-5 Support the Nevada Weed Free Forage Certification program. Any hay being transported for feed on Esmeralda County public lands shall be from a certified weed free field.	Invasive species plan components are included in the plan and address this policy.
16-6 Federal and State agencies should investigate and treat noxious weeds and invasive species as soon as they are detected on public lands in the County, before those noxious weeds and invasive species develop an infestation. Proactive treatment at first detection will cost much less than treatment of established populations.	Invasive species plan components are included in the plan and address this policy.
Habitat Conservation	
24-1 Promote proactive habitat conservation measures to improve the habitat of native beneficial species.	At-Risk Species and Terrestrial Vegetation plan components address this policy.

Mineral County

In reviewing the Mineral County Open Space (2010) and Land Use Master Plans (2006), there were no policies or elements that pertained to the Inyo National Forest or would conflict with the Inyo NF revised plan.

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June 30, 2016

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section 26905 and 26921 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By:  Deputy
Jessica Allmon

STATEMENT

MONEY IN COUNTY TREASURY

FOR MARCH 2016

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26921 of the Government Code, and being duly sworn on oath, makes the following report for the period ending June 30, 2016.

Amount of money that should be in the treasury on March 31, 2016

is	\$119,861,083.49	
Receipts from 04/01/16-06/30/16	\$43,476,112.41	
(Less paid warrants) Amount actually therein is	(\$43,828,579.50)	
Active Balance		\$696,887.47
Silver		\$11.74
Currency		\$1,477.00
Certificates of Deposit		\$86,443,135.01
CD		\$27,136,812.86
Local Agency Debt		\$577,639.93
Bonds and Coupons		\$4,652,203.11
Checks		\$449.28
	119,508,616.40	\$119,508,616.40

Difference:

Amy Stephal

County Auditor

Subscribed and sworn to before me this 6th day of July, 2016



[Signature]

Clerk of the Board of Supervisors
INYO COUNTY