

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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.

March 8, 2022 - 8:30 A.M.

1. ***PUBLIC COMMENT ON CLOSED SESSION ITEM(S)***

CLOSED SESSION

2. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 – The City of Los Angeles, acting by and through its Department of Water and Power v. County of Inyo, Kern County Superior Court Case No. BCV-18-101513-KCT, CA Court of Appeal (5th Dist.) Case No. F081389, CA Supreme Court Case No. S271309; Inyo County v. Los Angeles Department of Water and Power, Kern County Superior Court Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC.***

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

- 10 A.M.**
3. ***PLEDGE OF ALLEGIANCE***
 4. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW***

5. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Kurt Hendricks, Administrative Analyst, and Tom Stockton, HHS Specialist IV, HHS; and Destiny Frank and Makena Rennie, Shelter Attendants, Sheriff's Office.
6. **PUBLIC COMMENT** (*Comments may be time-limited*)
7. **COUNTY DEPARTMENT REPORTS**

CONSENT AGENDA (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

8. **Agricultural Commissioner - ESWMA** - Request Board approve the contract between the County of Inyo Department of Agriculture - Eastern Sierra Weed Management Area and the California Department of Fish and Wildlife for the provision of noxious weed control services in the amount of \$13,500 for the period of July 1, 2022 through June 30, 2025, and authorize the Agricultural Commissioner to sign.
9. **Clerk of the Board** - Request Board reappoint Mr. Warren Allsup and Mr. John Frederickson each to unexpired four-year terms on the Inyo County Fish & Wildlife Commission ending October 6, 2025. (*A Notice of Vacancy resulted in requests for reappointment from Mr. Allsup and Mr. Frederickson.*)
10. **County Administrator - Information Services** - Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$18,138.00, payable to Pitney Bowes Purchase Power of Pittsburgh, PA for the purpose of refilling the Clint G. Quilter Consolidated Office Building postage meter for Fiscal Year 2021-2022.
11. **County Counsel** - Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.
12. **Health & Human Services - Behavioral Health** - Request Board ratify and approve the contract between the County of Inyo and Inyo County Office of Education of Bishop, CA for the provision of Mental Health Student Services in an amount not to exceed \$2,361,256.00 for the period of March 1, 2022 to June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
13. **Water Department** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and Rocky Mountain Tree-Ring Research, Inc., extending the term of the contract to June 23, 2023, and authorize the Chairperson to sign.

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

14. **District Attorney** - Request Board receive update from the District Attorney's office on asset forfeiture accounts.
15. **County Administrator** - Request Board review, discuss, and approve proposed Board Governance and Rules of Procedure for the Inyo County Board of Supervisors.

16. **Planning Department** - Request Board accept and provide comments on the draft Inyo County 2021 General Plan Annual Progress Report, and direct staff to forward the APR with any modifications to the State of California's Department of Housing and Community Development and Governor's Office of Planning and Research.
17. **County Administrator - Information Services** - Request Board: A) declare Manatron, Inc. (Aumentum Technologies) of Niagara Falls, NY a sole-source provider of property tax management system (PTMS) software; B) approve the Application Hosting Services Agreement Schedule CA2012.004-SCH202 between the County of Inyo and Manatron, Inc. (Aumentum Technologies) of Niagara Falls, NY for the provision of Aumentum PTMS application hosting and managed services in an amount not to exceed \$8,000 for one-time hosting setup fees and \$49,410 annually with the initial term of one year commencing at Hosting Service Go-Live with automatic 12-month renewals, subject to annual increases in accordance with section 8.2 of the Master Agreement, contingent upon the Board's approval of future budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
18. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority special meeting scheduled for March 10, 2022.
19. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of March 1, 2022.

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

20. ***PUBLIC COMMENT*** (*Comments may be time-limited*)

BOARD MEMBERS AND STAFF REPORTS



County of Inyo



Agricultural Commissioner - ESWMA

CONSENT - ACTION REQUIRED

MEETING: March 8, 2022

FROM: Nathan Reade

SUBJECT: California Department of Fish and Wildlife contract for the provision of noxious weed control services

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo Department of Agriculture - Eastern Sierra Weed Management Area and the California Department of Fish and Wildlife for the provision of noxious weed control services in the amount of \$13,500 for the period of July 1, 2022 through June 30, 2025, and authorize the Agricultural Commissioner to sign.

SUMMARY/JUSTIFICATION:

The Eastern Sierra Weed Management Area (ESWMA), administered by the Inyo County Agriculture Department, provides noxious weed control services upon request to the California Department of Fish and Wildlife (CDFW). CDFW requires a completed contract to pay for these services. Contract number P2260008 would allow CDFW to pay ESWMA for noxious weed control services from July 1, 2022 to June 30, 2025. This three-year contract would renew an earlier contract that ends June 30, 2022 and would cover these future noxious weed control costs up to the amount of \$13,500.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The ESWMA has been providing noxious weed control services to CDFW for several years. These services have historically occurred in the Slinkard/Little Antelope Valley, East Walker River, Round Valley, and Fish Slough areas of Inyo and Mono Counties.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve the signing of this contract. This is not recommended as it would result in the inability of CDFW to pay for future noxious weed control services conducted by ESWMA, potentially increasing invasive plant populations on state-owned lands in Inyo and Mono counties. Not approving this action would also result in a decrease in revenues for ESWMA through Fiscal Year 2024-2025.

OTHER AGENCY INVOLVEMENT:

This contract would involve the California Department of Fish and Wildlife.

FINANCING:

Contract number P2260008 would provide revenue to the ESWMA (budget number 621300, object code 4819) in an amount up to \$13,500 through fiscal year 2024/2025.

ATTACHMENTS:

1. CA Department of Fish & Wildlife Contract

APPROVALS:

Nathan Reade	Created/Initiated - 2/23/2022
Darcy Ellis	Approved - 2/23/2022
Nathan Reade	Approved - 3/2/2022
Sue Dishion	Approved - 3/2/2022
John Vallejo	Approved - 3/2/2022
Amy Shepherd	Final Approval - 3/2/2022

1. The Contractor agrees to provide, to the California Department of Fish and Wildlife (Department), all labor, materials, equipment, tools and incidentals necessary to conduct chemical control of targeted invasive plant species as directed by Department staff.
2. The services shall be performed at various Department managed parcels within Mono and Inyo Counties, California, including but not limited to:
 - Slinkard/Little Antelope Wildlife Area near Walker, CA
 - East Walker River Wildlife Area near Bridgeport, CA
 - Round Valley Wildlife Area near Bishop, CA
 - Fish Slough Ecological Reserve near Bishop, CA
3. The services shall be provided at various days and times from July 1, 2022, through June 30, 2025.
4. The Project Officials during the term of this Agreement will be:

CDFW Project Officials	Contractor Project Officials
<p>Contract Manager: Name: Aaron Johnson Phone: (760) 937-2519 Email: aaron.johnson@wildlife.ca.gov</p> <p>Direct all inquiries to:</p> <p>CDFW – IDR6/Ontario Name: Noretta Govoni</p> <p>Address: 3602 Inland Empire Blvd Suite C-220 Ontario CA 91764 Phone: (909) 944-0234 Email: noretta.govoni@wildlife.ca.gov</p>	<p>Project Director Name: Brent Calloway Phone: (760) 873-7860 Email: bcalloway@inyocounty.us Address: 207 West South Street Bishop, CA 93514</p> <p>Direct all inquiries to:</p> <p>Contractor: County of Inyo Section/ Department of Agriculture, Eastern Unit: Sierra Weed Management Area Address: Same as above Phone: Same as above Phone: Same as above Email: Same as above</p>

Either party may make changes to the Project Officials by giving written notice to the other party. Said changes will not require an amendment to this Agreement.

5. SCOPE OF WORK

A. BACKGROUND AND OBJECTIVES

The purpose of this agreement is for Eastern Sierra Weed Management Area (WMA) staff, a division of the County of Inyo, Department of Agriculture, to provide herbicide application services to assist the Department with invasive plant control on Department managed lands in Mono and Inyo Counties. WMA will treat target weeds using approved herbicide applications as a key component of the Department’s Integrated Pest Management (IPM) program. The Department prioritizes the treatment of certain invasive plant species that pose a threat to natural resources on Department lands by reducing habitat quality for native plants and wildlife, fueling catastrophic wildfires, or those plants that are regulated as a “noxious weed” by the California Department of Food and Agriculture. “Noxious weed” means any species of plant that is, or is liable to be, troublesome, aggressive, intrusive, detrimental, or destructive to agriculture, silviculture, or important native species, and difficult to control or eradicate, which the director, by regulation, designates to be a noxious weed.

The Eastern Sierra WMA will complete herbicide treatment for the following species: perennial pepperweed (*Lepidium latifolium*), Canada thistle (*Cirsium arvense*), bull thistle (*Cirsium vulgare*), poison hemlock (*Conium maculatum*), or others by mutual agreement and as needed.

B. WORK TO BE PERFORMED

The Eastern Sierra Weed Management Area (WMA) will complete all work associated with treatment of invasive plant infestations at the project sites identified below, such as, but not limited to preparation of herbicides and adjuvants, preparation of necessary equipment and labor, travel to and from work site, and submitting necessary pesticide reports shall be included.

Project Sites	Target Species
Slinkard/Little Antelope Wildlife Area	Perennial pepperweed; Canada thistle; poison hemlock
East Walker River Wildlife Area	Perennial pepperweed
Round Valley Wildlife Area	Perennial pepperweed
Fish Slough Ecological Reserve	Perennial pepperweed; Canada thistle

Additional sites and target species may be added by the Contract Manager, by mutual agreement of Contractor, as needed.

Only approved herbicides, expressly identified on CDFW Pesticide Use Recommendation (DFW 679) forms may be used on Department lands. Spot and foliar spray shall occur prior to flowering and seed development unless otherwise directed by the Contract Manager.

Contractor shall follow all herbicide label requirements and take all industry-accepted precautions to protect the environment, including but not limited to not spraying in sensitive areas, avoiding weather conditions that might result in drift, and avoiding native plant species.

Contractor shall notify the Department immediately in the event of any spillage of herbicides. Contractor should immediately notify the Department of any unexpected conditions encountered during the work such as the discovery of special status species or cultural resources on site.

Contractor shall file necessary monthly pesticide reports to the appropriate county officials and to Department Contract Manager.

Colorant shall be used to mark where spraying has occurred and avoid missing weeds or over spraying.

All Contractor equipment must be free of invasive plant material (including seeds) and clean prior to use on work site. District staff will perform inspections on a periodic base.

C. SCHEDULE OF COMPLETION DATES

All Services shall take place at agreed upon dates and times between the Contract Manager and Contractor. Contract Manager will contact the Contractor to set up dates and times for services to be provided. No herbicide treatments shall be conducted without the prior authorization of the Contract Manager.

D. COVID-19 (Coronavirus) REQUIREMENTS

Contractor and its subcontractor(s), collectively referred to as “Contractor”, must follow Federal, State, and local orders, guidelines, and directives, and CDFW policies related to COVID-19. Contractor is required to practice physical distancing whenever possible and wear face covers in accordance with current California Department of Public Health guidelines. (See Exhibit A, Attachment I)

In the event an individual working under this Contract exhibits COVID-like symptoms, Contractor agrees that individual will not work on this Contract unless he/she can work remotely or is quarantined for 14 days or has a negative test result. Contractor has the ability, subject to notification to CDFW’s Contract Manager and with CDFW’s approval to substitute that individual with a similarly qualified worker. If the Contractor becomes

aware that an employee tests positive or has been exposed to someone who tests positive for COVID-19, the Contractor must immediately notify the CDFW Contract Manager, at a minimum of within twenty-four (24) business hours. At that juncture, the Contractor may not proceed with CDFW-related work until receiving direction from the CDFW Contract Manager.

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. The Contractor will be paid in arrears, upon submission of an invoice, which properly details all charges, expenses, direct and indirect costs. Invoices must be submitted to:

Contract Manager:	Aaron Johnson
Region / Division:	IDR-6/ Lands North
Address:	787 N. Main St., #220 Bishop, CA 93514

- C. The invoice will be forwarded to the California Department of Fish and Wildlife (CDFW) Accounting Claims Section by the CDFW Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented, and accurately addressed invoice. All invoices must be approved by the Contract Manager.
- D. The invoice must contain the following information:
 - 1. The word “Invoice” in a prominent location at the top of the page(s)
 - 2. Printed name of the Contractor
 - 3. Business address of the Contractor including P.O. Box, City, State, and Zip Code
 - 4. Name of the CDFW Region/Division being billed (see section 1.B. above)
 - 5. The date of the invoice and the time covered
 - 6. The agreement number upon which the claim is based
 - 7. An itemized account of the services for which the CDFW is being billed. Include all the following:
 - a. The time covered by the invoice, i.e., the term “from” and “to”
 - b. A description of the services performed
 - c. The method of computing the amount due based on a line-item budget/cost reimbursement method. Payments will be made by the State to the Contractor, in arrears, upon receipt of an itemized invoice showing the time covered and the work items accomplished. The invoice must be itemized using the categories and following the format of the attached budget.
 - d. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations

appearing on the invoice; the total amount due must include all costs incurred by the Contractor under the terms of this agreement; and

- e. The original or verified electronic signature of the Contractor (not required of established firms or entities using preprinted letterhead invoices).
8. The Contractor agrees to accept payment only in the form of a warrant issued by the California State Controller's Office (SCO). No other payment method will be made in the payment of these invoices.

2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties to avoid program and fiscal delays.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement will be of no further force and effect. In this event, the State will have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor will not be obligated to perform any additional provisions of this Agreement.
- D. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State will have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

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

LINE-ITEM BUDGET

The Contractor will provide to provide CDFW chemical control of targeted invasive plant species as directed by Department staff in accordance with the specifications, terms, and conditions contained herein, at the unit rates noted below. Rates include all Contractor costs including but not limited to labor, shipping, transportation, travel, parking, and all other expenses necessary under the performance of this contract.

The Contractor will be reimbursed for actual services rendered as requested and approved by the CDFW Contract Manager. The Contractor will be reimbursed at the unit rates identified below to a total cost that must not exceed **Thirteen Thousand Five–Hundred Dollars and No Cents.**

<u>ITEM</u>	<u>AMOUNT</u>
FY 2022/2023	
July 1, 2022 – June 30, 2023	
Personal Services (Salaries & Wages)	\$2,900.00
Operating Expenses and Equipment (OE&E)	\$925.00
Administrative Costs (15%)	\$675.00
Total	<u>\$4,500.00</u>
FY 2023/2024	
July 1, 2023 – June 30, 2024	
Personal Services (Salaries & Wages)	\$2,900.00
Operating Expenses and Equipment (OE&E)	\$925.00
Administrative Costs (15%)	\$675.00
Total	<u>\$4,500.00</u>
FY2024/2025	
July 1, 2024 – June 30, 2025	
Personal Services (Salaries & Wages)	\$2,900.00
Operating Expenses and Equipment (OE&E)	\$925.00
Administrative Costs (15%)	\$675.00
Total	<u>\$4,500.00</u>
Contract Total	<u>\$13,500.00</u>



County of Inyo

Clerk of the Board

CONSENT - ACTION REQUIRED

MEETING: March 8, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Fish & Wildlife Commission Appointments

RECOMMENDED ACTION:

Request Board reappoint Mr. Warren Allsup and Mr. John Frederickson each to unexpired four-year terms on the Inyo County Fish & Wildlife Commission ending October 6, 2025. *(A Notice of Vacancy resulted in requests for reappointment from Mr. Allsup and Mr. Frederickson.)*

SUMMARY/JUSTIFICATION:

Your Board has appointing authority of the Inyo County Fish & Wildlife Commission, an advisory committee to the Board of Supervisors. Two terms expired in October and the vacancies were advertised per Board policy. Two letters of interest were received: from Warren Allsup and John Frederickson both seeking reappointment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to appoint either individual and instruct staff to re-advertise the vacancies; this is not recommended.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

1. Notice of Vacancy - Fish & Wildlife Commission
2. Warren Allsup - Request for Reappointment Letter 2022
3. John Fredrickson - Request for Reappointment Letter 2022

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 2/28/2022
Final Approval - 2/28/2022

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

February 8th,
In the year of **2022**

I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
8th Day of February, 2022



Signature

This space is for County Clerk's Filing Stamp

RECEIVED

FEB 16 2022

Inyo County Administrator
Clerk of the Board

Proof of Publication of Public Notice

**NOTICE OF VACANCY
FISH & WILDLIFE
COMMISSION**

NOTICE IS HEREBY GIVEN
that the Inyo County Board of Supervisors is accepting letters of interest to fill two unexpired for-year terms on the Inyo County Fish & Wildlife Commission ending October 6, 2025.

In order for your request for appointment to be considered, letters must be submitted on or before Friday, February 18, 2022 at 5:00 p.m. Postmarks are not accepted. Please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. For more information, contact the Clerk of the Board at (760) 878-0373. (IR 02.08, 2022 #20977)

Warren "Pinky" Allsup
2221 Longview
Bishop CA 93514

February 6, 2022

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

Gentlemen:

Please accept my request for reappointment to the Inyo Fish and Wildlife Commission. I currently serve on the Commission. I have appreciated the opportunity to work with the Commission on making recommendations that will preserve, protect and enhance the wildlife resources in Inyo County. As a former Inyo County Board of Supervisor and a 30-year veteran of the California Department of Fish and Wildlife (DF&G), I recognize the importance of protecting and preserving those resources that are vital to our tourist-based economy. I believe it is important to continue our efforts in this regard.

I would like to continue to serve and respectfully request appointment to complete another four-year term ending October 6, 2025. Your consideration of my request is gratefully appreciated.

Sincerely,

Warren Allsup

Warren Allsup

John Frederickson
1453 Bear Creek Road
Bishop CA 93514

February 6, 2022

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

Gentlemen:

Please accept my request for reappointment to the Inyo Fish and Wildlife Commission. I currently serve on the Commission. I have appreciated the opportunity to work with the Commission on making recommendations that will preserve, protect and enhance the wildlife resources in Inyo County. As a business owner in the Eastern Sierra, I recognize the importance of protecting and preserving those resources that are vital to our tourist based economy. I believe it is important to continue our efforts in this regard.

I would like to continue to serve and respectfully request appointment to complete another four-year term ending October 6, 2025. Your consideration of my request is gratefully appreciated.

Sincerely,

John Frederickson

John Frederickson



County of Inyo



County Administrator - Information Services

CONSENT - ACTION REQUIRED

MEETING: March 8, 2022

FROM: Rochelle Romo

SUBJECT: Approve a Blanket Purchase Order to Pitney Bowes for Postage

RECOMMENDED ACTION:

Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$18,138.00, payable to Pitney Bowes Purchase Power of Pittsburgh, PA for the purpose of refilling the Clint G. Quilter Consolidated Office Building postage meter for Fiscal Year 2021-2022.

SUMMARY/JUSTIFICATION:

Information Services processes mail daily for various County Departments. The cost of postage related to this service is paid from the Information Services budget annually. Information Services uses a Pitney Bowes postage machine selected through a competitive bid process and approved by your Board in February 2018, to apply postage to mail.

Periodically funds need to be loaded to the postage machine from the County's Purchase Power account with Pitney Bowes. The Auditor's Office requires a Blanket Purchase Order be issued annually for the estimated postage and that the cost of each postage refresh be applied towards the Blanket Purchase Order.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this request which would result in the County terminating their contract with Pitney Bowes early. This would then require Information Services to follow the County Purchasing policy while finding a new vendors.

OTHER AGENCY INVOLVEMENT:

Currently all County Departments rely on postage service provided by Information Services.

FINANCING:

Funding for postage costs were budgeted for in the FY 2021/22 Information Services 011801 - 5236 (Information Services Postage).

ATTACHMENTS:

APPROVALS:

Rochelle Romo
Darcy Ellis
John Vallejo
Amy Shepherd
Denelle Carrington
Scott Armstrong

Created/Initiated - 3/2/2022
Approved - 3/2/2022
Approved - 3/2/2022
Approved - 3/2/2022
Approved - 3/2/2022
Final Approval - 3/2/2022



County of Inyo

County Counsel

CONSENT - ACTION REQUIRED

MEETING: March 8, 2022

FROM: County Counsel

SUBJECT: Findings Pursuant to AB 361 Authorizing Remote Board of Supervisors Meeting

RECOMMENDED ACTION:

Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

SUMMARY/JUSTIFICATION:

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Inyo County Health Officer currently recommends that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda materials. Adopting the recommended action would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing or the state of emergency continues to directly impact the ability of the members to meet safely in person. In order to continue to meet under those modified rules, the Board will again need to reconsider the circumstances of the state of emergency and again make at least one of the additional findings required by AB 361.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If your Board chooses to not make the required findings, the Board must meet in person as required by the Brown Act, and any Board Member participating via teleconference must make their location open and available to the public during the meeting.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. AB 361 Public Meeting Recommendations

APPROVALS:

Darcy Ellis
John Vallejo

Created/Initiated - 3/2/2022
Final Approval - 3/2/2022



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

Public Health, Suite 203-C
1360 N. Main Street, Bishop CA 93514
TEL: (760) 873-7868 FAX: (760) 873-7800

Marilyn Mann, Director
mmann@inyocounty.us

Date: September 23, 2021

To: Inyo County Local Agency Governing Bodies

From: Dr. James Richardson, Inyo County Public Health Officer

Re: Continued Recommendation Re Social Distancing and Remote Meetings

In order to help minimize the spread of COVID-19, I recommend that physical/social distancing measures continue to be practiced throughout our Inyo County communities, including at public meetings of the Board of Supervisors and other public agencies. Individuals continue to contract COVID-19 and spread the infection throughout our communities. Social distancing, masking, and vaccination are crucial mitigation measures to prevent the disease's spread. Remote public agency meetings allow for the participation of the community, agency staff, presenters, and board members in a safe environment, with no risk of contagion. As such, and since this disease negatively and directly impacts the ability of public agencies to conduct public meetings safely in person, it is my recommendation that local public agencies conduct their public meetings remotely.

This recommendation will remain in place until further notice.

Dr. James A. Richardson
Inyo County Health Officer



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: March 8, 2022

FROM: Melissa Best-Baker

SUBJECT: Contract between the County of Inyo and Inyo County Office of Education for the provision of Mental Health Student Services

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and Inyo County Office of Education of Bishop, CA for the provision of Mental Health Student Services in an amount not to exceed \$2,361,256.00 for the period of March 1, 2022 to June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The Mental Health Services Oversight & Accountability Commission (Commission) Strategic Plan includes the priorities and objectives for the years 2020-2023. One of these objectives is to "promote school mental health as a prime opportunity to reach and serve at-risk children, families and neighborhoods." This objective will be accomplished through the implementation of the Mental Health Student Services Act (MHSSA) as the Commission will have the opportunity to work with grantees who can share lessons learned and identify areas for improvement through assessing the statewide implementation. Health and Human Services collaborated with the Inyo County Office of Education (ICOE) to develop a plan and budget for these funds and submitted a joint application. HHS recently received notice that the County and ICOE have been awarded the grant. ICOE will work in collaboration with Inyo County HHS and our six Local Education Agencies (inclusive of our 19 area schools) to provide mental health support services directly to each school site and will be looking to expand those further into our community with a community counseling store-front. School-based mental health services will remain our primary focus. HHS, as a pass-through agency, will keep 6% of these funds in the county budget to cover the costs of contract administration, reporting and monitoring.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The grant award would revert to the State should the contract not be approved.

OTHER AGENCY INVOLVEMENT:

Inyo County Office of Education, Bishop Unified School District, Big Pine Unified School District, Owens Valley Unified School District, Lone Pine Unified School District, Death Valley Unified School District, and Round Valley

Unified School District

FINANCING:

State funds. This contract will be paid out Community Mental Health (045200) from object code Professional Services (5265).

ATTACHMENTS:

1. Inyo County Office of Education Contract

APPROVALS:

Melissa Best-Baker	Created/Initiated - 2/10/2022
Darcy Ellis	Approved - 2/10/2022
Melissa Best-Baker	Approved - 2/24/2022
Marilyn Mann	Approved - 2/28/2022
John Vallejo	Approved - 2/28/2022
Amy Shepherd	Approved - 3/1/2022
Marilyn Mann	Final Approval - 3/1/2022

AGREEMENT BETWEEN COUNTY OF INYO

AND Inyo County Office of Education (ICOE)
FOR THE PROVISION OF Mental Health Student **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health Student services of ICOE of Bishop, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from March 1, 2022 to June 30, 2026 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 Two million, three hundred and sixty-one thousand and two hundred and fifty-six Dollars

(~~\$ 2,361,256.00~~) (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, ET CETERA.

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. 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.

9. 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.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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-two (22) below.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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-two (22) (Amendment).

22. 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.

23. 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	
<u>Health & Human Services</u>	Department
<u>1360 North Main Street, Suite 201</u>	Address
<u>Bishop, CA</u>	City and State

Contractor:	
<u>ICOE</u>	Name
<u>166 Grandview Drive</u>	Address
<u>Bishop, CA</u>	City and State

24. 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 COE _____
FOR THE PROVISION OF Mental Health Student _____ SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

DocuSigned by:
By: Barry D. Simpson
87310219E957491
Signature

Print or Type Name

Barry D. Simpson

Print or Type Name

Dated: _____

Dated: 2/23/2022

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Grace Chucho

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Sue [Signature]

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Ann [Signature]

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ICOE
FOR THE PROVISION OF Mental Health Student SERVICES**

TERM:

FROM: 3/1/2022 **TO:** 6/30/2026

SCOPE OF WORK:

Inyo County Office of Education North Star Counseling Center (NSCC) currently provides mental health services to each of our six school districts in Inyo County. With being a small, sparse, and rural county by population, our school districts rely on establishing consortiums and shared resources to provide services to students and families. NSCC currently employees three full-time mental health therapists to support the need across six school districts. When looking at further outreach and development, Inyo County Office of Education will be:

1. Recruit and retain an additional full-time mental health counselor, including the option for a contract with telehealth for counseling and psychiatry.
2. Establish a community counseling center in the center of our largest city (Bishop) in Inyo County. All counselors will be based out of this location but will be on campuses for the majority of the school days.
3. Recruit and retain a clerical staff member to assist in the day-to-day operations of a counseling center
4. Recruit and retain a liaison/social worker/case manager (bilingual preferred) to assist at risk youth and families with connecting with resources other than or in addition to mental health therapy services, outreach, and navigating systems.
5. Assign/promote a mental health therapist to act as the lead clinician/supervisor of the counseling center.
6. Counselors/staff will provide (or secure from another agency) continuing professional development for our school sites in the areas of mental health wellness, suicide prevention, social emotional learning, and equity-based learning.
7. At least one time each school year, NSCC will provide a full day county-wide staff development opportunity for teachers. NSCC will host additional parent/community events throughout the course of the year.
8. Purchase office furniture and equipment for the new counseling facility, outreach materials, ads, create brochures, etc. for our schools and larger community.

Reporting requirements on pages 8a and 8b

Reporting Requirements

Data Reporting

1. Program Data. ICOE shall report the following data quarterly following the dates listed in Table 1: Reporting Dates. Data shall be reported in a form and manner to be provided by the Mental Health Services Oversight & Accountability Commission (Commission). Data elements shall include at least the following:

- a) Number of students screened and not referred to services
 - 1. Number of students on the Free and Reduced-Meal Program
 - 2. Grade/Number in each grade
 - 3. Age/Number in each age group
 - 4. Primary Language/number in each primary language
 - 5. Ethnicity/number in each ethnicity
 - 6. Number of students suspended/expelled
 - 7. Number of students who dropped out
 - 8. Number of students with IEP/504
 - 9. Number of students in foster care
 - 10. Number of students that have been in juvenile hall

- b) Number of students screened and referred to services
 - 1. Number of students on the Free and Reduced-Meal Program
 - 2. Grade/Number in each grade
 - 3. Age/Number in each age group
 - 4. Primary Language/number in each primary language
 - 5. Ethnicity/number in each ethnicity
 - 6. Number of students suspended/expelled
 - 7. Number of students who dropped out
 - 8. Number of students with IEP/504
 - 9. Number of students in foster care
 - 10. Number of students that have been in juvenile hall

c) Number of trainings provided to teachers, administrators, and parents

d) Number of school mental health partnership coordination activities with other interested parties

Performance Reporting

1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise in collaboration with County.

2. Quarterly. Meetings with the Commission staff in collaboration with County, which may include collaboration meetings with other counties. In conjunction with these meetings, Contractor will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis as shown in Table 1: Reporting Dates to the County

- a. Staff Hired and count
- b. Contractors hired and count
- c. Goods purchased
- d. Capital purchases
- e. Other pertinent information (e.g., follow-up from Monthly check-ins)

3. Annual. Contractor in collaboration with County shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year to the County, in a form and manner to be provided by the Commission

4. Program Development Reporting. Contractor in collaboration with County shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.

- a. Project Plan
- b. Implementation Plan
- c. Communication Plan
- d. Refined Budget Plan (line-item detail of proposed costs)

Expenditure Reporting

Program Expenditures. Contractor shall submit total program expenditures (with supporting documentation) on a quarterly basis within 30 days of the end of the quarter.

Table 1: Reporting Dates

Reporting Period	Due to County
March 1, 2022 – May 31, 2022	June 30, 2022
June 1, 2022 – August 31, 2022	September 30, 2022
September 1, 2022 – November 30, 2022	December 30, 2022
December 1, 2022 – February 28, 2023	March 31, 2023
March 1, 2023 – May 31, 2023	June 30, 2023
June 1, 2023 – August 31, 2023	September 30, 2023
September 1, 2023 – November 30, 2023	December 30, 2023
December 1, 2023 – February 29, 2024	March 31, 2024
March 1, 2024 – May 31, 2024	June 30, 2024
June 1, 2024 – August 31, 2024	September 30, 2024
September 1, 2024 – November 30, 2024	December 30, 2024
December 1, 2024 – February 28, 2025	March 31, 2025
March 1, 2025 – May 31, 2025	June 30, 2025
June 1, 2025 – August 31, 2025	September 30, 2025
September 1, 2025 – November 30, 2025	December 30, 2025
December 1, 2025 – February 28, 2026	March 31, 2026
March 1, 2026 – May 31, 2026	June 30, 2026
June 1, 2026 – June 30, 2026	July 30, 2026

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND ICOE

FOR THE PROVISION OF Mental Health Student SERVICES

TERM:

FROM: 3/1/2022 **TO:** 6/30/2026

SCHEDULE OF FEES:

Proposed budget-changes may be approved by the Commission but the total of the contract will not change

Program Development (March 1, 2022-June 30, 2022): \$44,828.00

Year 1-July 1, 2022-June 30, 2023

- Staffing \$362,721
- Teletherapy Contract: \$30,000
- Trainings: \$10,000
- Goods: \$33,500
- Capital Outlays: \$429,600

Total: \$865,821

Year 2-July 1, 2023-June 30, 2024

- Staffing \$377,355
- Teletherapy Contract: \$30,000
- Trainings: \$10,000
- Goods: \$11,000
- Capital Outlays: \$39,600

Total: \$467,955

Year 3-July 1, 2024-June 30, 2025

- Staffing \$392,691
- Teletherapy Contract: \$30,000
- Trainings: \$10,000
- Goods: \$11,000
- Capital Outlays: \$39,600

Total: \$483,291

Year 4-July 1, 2025-June 30, 2026

- Staffing \$408,761
- Teletherapy Contract: \$30,000
- Trainings: \$10,000
- Goods: \$11,000
- Capital Outlays: \$39,600

Total: \$499,361

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND ICOE

FOR THE PROVISION OF Mental Health Student **SERVICES**

TERM:

FROM: 3/1/2022

TO: 3/1/2022

SEE ATTACHED INSURANCE PROVISIONS

Attachment __: Insurance Requirements for Most Contracts 2022

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 by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct (“SAM”) coverage is required with limits no less than those listed in this paragraph for other types of loss.

Additional Insured Status. Inyo County, 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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

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 \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

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. May be waived with signed letter on Contractor’s letterhead certifying that Contractor has no employees.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such as computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical

Attachment __: Insurance Requirements for Most Contracts 2022

information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Check with Risk Management if CL is required.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, 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 state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Attachment __: Insurance Requirements for Most Contracts 2022

Claims Made Policies (should be applicable only to professional liability)

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

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

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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

-end-



County of Inyo

Water Department

CONSENT - ACTION REQUIRED

MEETING: March 8, 2022

FROM: Aaron Steinwand

SUBJECT: Amendment No. 1 to Contract with Rocky Mountain Tree-Ring Research Inc.

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Rocky Mountain Tree-Ring Research, Inc., extending the term of the contract to June 23, 2023, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Your Board approved a contract with Rocky Mountain Tree-Ring Research Inc. on March 2, 2021 for professional tree ring chronology services. The term of the contract was February 9, 2021 to June 30, 2022. As part of a study designed to understand the Owens River riparian system and its relationship to current and historic hydrologic flows, the Inyo County Water Department (ICWD) contracted with Rocky Mountain Tree Ring Research (RMTRR) to process riparian tree core samples collected by ICWD staff. These samples will assist ICWD in reconstructing historic riparian tree recruitment patterns, clarifying current recruitment processes, and understanding present demographic patterns on the Owens River. The contract provides RMTRR would age these samples and create a tree-ring chronology (provided sufficient funds remain following aging), which will assist in assessing the ecological stable state of the Owens River riparian corridor.

Due to inadequate staffing during the summer 2021 field season, ICWD was not able to collect a sufficient amount of riparian tree cores to answer study questions and will need an additional summer season to obtain enough cores to be processed according to the contract. ICWD requests the contract be extended to provide staff with an additional summer season (2022) to complete the required work.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve Amendment One. This alternative would further limit the capability of the Water Department to complete the evaluation of the current state of the riparian forests in the Owens Valley and determine whether a change inconsistent with the Water Agreement is occurring or could occur.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The funding for this contract was included in the 2020-21 Water Department budget (024102) Professional Services (5265).

ATTACHMENTS:

1. Contract Amendment No. 1
2. Rocky Mountain Tree-Ring Research Inc., Contract and Board Order

APPROVALS:

Laura Piper	Created/Initiated - 2/18/2022
Darcy Ellis	Approved - 2/22/2022
Sue Dishion	Approved - 2/24/2022
John Vallejo	Approved - 2/24/2022
Amy Shepherd	Approved - 2/24/2022
Aaron Steinwand	Final Approval - 2/24/2022

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
ROCKY MOUNTAIN TREE-RING RESEARCH INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Rocky Mountain Tree-Ring Research Inc. _____ of Fort Collins, Colorado (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated February 9, 2021 on County of Inyo Standard Contract No. 113, for the term from February 9, 2021 to June 30, 2022.

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

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

County and Contractor hereby amend such Agreement as follows:

Section 2, titled, "Term" is amended to state the following:

The term of this agreement shall be from February 9, 2021 to June 30, 2023, unless sooner terminated as provided below."

The effective date of this Amendment to the Agreement is December 21, 2021.

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

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
ROCKY MOUNTAIN TREE-RING RESEARCH INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

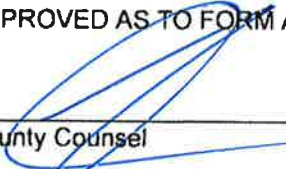
CONTRACTOR

By:  _____

Signature
Peter M. Brown, President
Type or Print


Dated: 1/14/22 _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



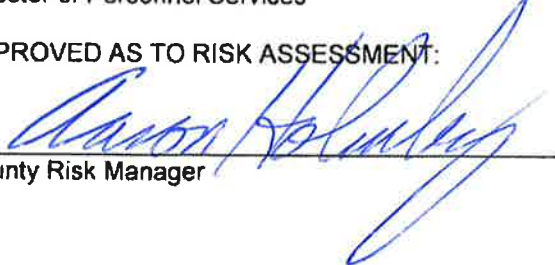
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

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 Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 2nd day of March 2021 an order was duly made and entered as follows:

*Water Department
– Rocky Mountain
Tree-Ring Contract* Moved by Supervisor Roeser and seconded by Supervisor Totheroh to award and ratify approval of contract between the County of Inyo and Rocky Mountain Tree-Ring Research, Inc., for the provision of Tree Ring Chronology Services in an amount not to exceed \$15,000, for the period of February 9, 2021 to June 30, 2022; and 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 2nd
Day of March, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Clint G. Quilter".

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Water Department DATE: March 19, 2021



County of Inyo



Water Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 2, 2021

FROM: Aaron Steinwand

SUBJECT: Award of contract with Rocky Mountain Tree-Ring Research, Inc.

RECOMMENDED ACTION:

Request Board award and ratify approval of contract between the County of Inyo and Rocky Mountain Tree-Ring Research, Inc., for the provision of Tree Ring Chronology Services in an amount not to exceed \$15,000, for the period of February 9, 2021 to June 30, 2022; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

One of the primary goals of the Water Agreement is to manage water resources while maintaining vegetation community types found within the Owens Valley in approximately the same condition as existed during 1984-1987. Riparian forest is rare within the Owens Valley and valuable for recreation and wildlife habitat. Establishing riparian forest through tree recruitment is a goal of the Lower Owens River Project (LORP), but the acreage of trees has declined on the lower Owens river further underscoring our need to better understand and characterize riparian communities in the Owens Valley.

As part of developing a new monitoring program for riparian vegetation, the Water Department is also conducting a study to characterize the age of riparian trees on the Owens River to understand the population structure and history of conditions that promoted tree establishment. The Inyo County Water Department seeks assistance to process and age tree cores collected by staff as part of developing a tree-ring chronology. An RFP was released in December 2020 for the Owens River Riparian Tree-Ring Chronology project and one proposal was received from Rocky Mountain Tree-Ring Research, Inc., a nonprofit corporation established in 1997 in Colorado by Dr. Peter M. Brown. Dr. Brown holds a PhD in Forest Ecology from Colorado State University. The proposal was reviewed by Meredith Jabis, PhD Water Department Sr. Scientist, and by Michael Scott, PhD emeritus USGS Research Ecologist, with expertise in riparian ecosystems. The proposal and scope of work satisfy the assistance requested in the RFP.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the action outlined in the Departmental Recommendation. This alternative would limit the capability of the Water Department to evaluate the current state of the riparian forests in the Owens Valley and determine whether a change inconsistent with the Water Agreement is occurring or could occur.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The funding for this contract has been included in the FY 2020-21 Water Department budget (024102) Professional Services (5265).

ATTACHMENTS:

1. Contract-signature
2. Proposal

APPROVALS:

Laura Piper	Created/Initiated - 2/10/2021
Aaron Steinwand	Approved - 2/11/2021
Darcy Ellis	Approved - 2/12/2021
Sue Dishion	Approved - 2/12/2021
Marshall Rudolph	Approved - 2/13/2021
Amy Shepherd	Approved - 2/15/2021
Aaron Steinwand	Final Approval - 2/24/2021

AGREEMENT BETWEEN COUNTY OF INYO
AND ROCKY MOUNTAIN TREE-RING RESEARCH, INC.
FOR THE PROVISION OF PROFESSIONAL TREE RING CHRONOLOGY **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Professional Tree Ring Chronology services of Rocky Mt Tree-Ring Research, Inc. of _____ 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, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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 February 9, 2021 to June 30, 2022 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of Fifteen Thousand and _____ Dollars and 00/100 _____ cents (\$15,000 _____) for performance of all of the services and completion of all of the work described in Attachment A.

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 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 all services and work to be performed under this Agreement shall not exceed Fifteen thousand _____ Dollars and 00/100 _____ cents (\$15,000 _____) (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, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon 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. 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, or 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. INSURANCE.

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

9. 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 County is to be considered an employee of Contractor. 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.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, 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.

12. 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.

13. 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.

14. 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.

15. 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 one (21) below.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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-one (21) (Amendment).

21. 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.

22. 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
Inyo County Water Department Department
P. O. Box 337 Address
Independence, CA 93526 City and State

Contractor:

Rocky Mt Tree-Ring Research In Name
2901 Moore Lane Address
Fort Collins, CO 80526 City and State

23. 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.

#

**AGREEMENT BETWEEN COUNTY OF INYO
AND ROCKY MOUNTAIN TREE-RING RESEARCH, INC.
FOR THE PROVISION OF PROFESSIONAL TREE RING CHRONOLOGY SERVICES**


IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
9th DAY March, 2021.

COUNTY OF INYO

By: 
Jeff Griffiths
Type or Print Name

Dated: 03/09/2021

CONTRACTOR

By: 
Peter M. Brown
Type or Print Name

Dated: 2/10/21

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 ROCKY MOUNTAIN TREE-RING RESEARCH, INC.
FOR THE PROVISION OF PROFESSIONAL TREE RING CHRONOLOGY SERVICES**

TERM:

FROM: FEBRUARY 9, 2021 **TO:** JUNE 30, 2022

SCOPE OF WORK:

See attached.

Scope of Work

Recipient: Inyo County Water Department (ICWD)

Project: Tree Ring Dating & Partial Chronology

Contracting Organization: Rocky Mountain Tree-Ring Research, Inc. (RMTRR)

Goal statement: Increment cores collected by the Inyo County Water Department will be prepared and dendro-chronologically crossdated as part of monitoring and studies of riparian tree communities on the Owens River, CA.

Task	Timeline	Agency
Initial set of ~120 cores sent to RMTRR	Pending contract signature and Inyo County Board approval. <i>Goal: week of February 22</i>	ICWD *RMTRR
Sample preparation, core quality assessment, crossdating, RWI and BAI chronology development for the initial sample set (~100-120 samples), and progress report	May 31, 2021	RMTRR
Second set of cores sent to RMTRR (400-900)	Fall 2021 (September or early October)	ICWD
Sample preparation and crossdating (for second core set of 400-900 samples)	March 1, 2022	RMTRR
Final report to include a summary of the methods and results from crossdating along with a spreadsheet with all tree ring data (in columns for each tree on rows)	March 1, 2022	RMTRR

* Signature only

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ROCKY MOUNTAIN TREE-RING RESEARCH, INC.
FOR THE PROVISION OF PROFESSIONAL TREE RING CHRONOLOGY SERVICES**

TERM:

FROM: FEBRUARY 9, 2021 TO: JUNE 30, 2022

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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



County of Inyo



District Attorney

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: March 8, 2022

FROM: Tom Hardy

SUBJECT: Update from District Attorney's office Re: Asset Forfeiture Accounts Held Outside County Treasury

RECOMMENDED ACTION:

Request Board receive update from the District Attorney's office on asset forfeiture accounts.

SUMMARY/JUSTIFICATION:

The District Attorney will brief the Board of Supervisors on his intention to close two asset forfeiture accounts and transfer the balance to the County Treasury.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The District Attorney's office has been responsible for managing two checking accounts which hold and disperse asset forfeiture money. The oldest of these two accounts has been in place since at least 1996, and the newer since 1999. For reasons not clear to the current DA, these funds are held outside of the County Treasury, but the accounts have been made available to the Auditor-Controller for review. Asset forfeiture funds are the proceeds of cash or other property which were shown to be used in criminal activities; most typically, controlled substance transactions.

These accounts were created when Inyo County maintained a joint narcotics enforcement team, known as INET (the Inyo Narcotics Enforcement Team). The funds in the account were the proceeds of financial forfeiture proceedings brought by the DA and, in later years, by the United States Drug Enforcement Administration. Currently, these two accounts hold approximately \$23,700.00. When INET, and then its successor MINT (the informal Major Investigations and Narcotics Team) existed, funds were disbursed by a vote of the INET or MINT Council, which consisted of the Sheriff, the DA, the Bishop Chief of Police, and the Chief Probation Officer. The last time any significant funds were disbursed from these accounts was in 2016. Due to reorganizations, MINT no longer exists and there is no council or board to review expenditures from these accounts.

In addition to the lack of a MINT Council to exercise oversight of the funds, asset forfeiture laws have changed radically in the past several years. While we currently have one pending asset forfeiture case, it has been the first in many years, and it is unlikely that Inyo County will be pursuing a significant number of asset forfeitures in the future. The federal government no longer assists in local level asset forfeitures, either.

In light of these developments, the DA began conversations with the Auditor-Controller as to the best way to handle these funds. We have determined that the most prudent course would be to close the separate checking accounts held by the District Attorney's office, and deposit the funds into a new trust account in the County

Treasury. Pursuant to law, these funds can only be used for law enforcement purposes, and cannot be used to supplant any other funding sources. Historically, they have been used for equipment purchases and for additional training for law enforcement personnel.

Even in the world of the Inyo County budget this is a relatively small amount of money, but the DA wanted to advise the Board of Supervisors about this plan of action, and to further advise the Board about the appropriate use of these funds. This action will not impact other asset forfeiture accounts that are already held in the County Treasury.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

None, except change in the manner of administering forfeiture funds.

OTHER AGENCY INVOLVEMENT:

Inyo County Auditor-Controller, Inyo County Treasurer-Tax Collector, Inyo County Sheriff, Inyo County Probation Department

FINANCING:

Not applicable

ATTACHMENTS:

APPROVALS:

Maureen McVicker	Created/Initiated - 2/7/2022
Darcy Ellis	Approved - 2/22/2022
Maureen McVicker	Approved - 2/22/2022
Alisha McMurtrie	Approved - 2/24/2022
Amy Shepherd	Approved - 2/24/2022
Tom Hardy	Final Approval - 2/24/2022



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 8, 2022

FROM: CAO Leslie Chapman

SUBJECT: Proposed Rules of Procedure for the Inyo County Board of Supervisors

RECOMMENDED ACTION:

Request Board review, discuss, and approve proposed Board Governance and Rules of Procedure for the Inyo County Board of Supervisors.

SUMMARY/JUSTIFICATION:

Upon request from the Board of Supervisors, staff presents this draft manual of "Board Governance and Rules of Procedure." The document contains ethics standards and references to policies and procedures for Board operation, and serves the function of bylaws for the Board of Supervisors.

This manual provides a quick reference and guidance on the broad topics of board governance and governance culture, and also delves deeper into the rules of procedure of the Board of Supervisors - intended to provide a resource where supervisors and the public can find quick answers to procedural questions.

The draft document has been circulated among administrative staff for improvements and edits and then was distributed to each Board member separately for comment. Of the comments received, most were incorporated into the document; however, some will require discussion and will be presented during the Board meeting.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Most counties and major cities across the U.S. have adopted some form of governance and procedures manuals, including nearby Mono, Kern, and Alpine counties. These manuals prove as helpful to the elected officials and staff running public meetings as they are to the public itself. Not only do they guide the public meeting and agenda processes for government agencies to ensure consistency, transparency, fairness, and adherence to general policy, they also shed light on procedural nuances and legal requirements that can appear nebulous to constituents.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

None at this time.

OTHER AGENCY INVOLVEMENT:

Clerk of the Board
County Counsel

FINANCING:

N/A

ATTACHMENTS:

1. Board Governance - Final Draft

APPROVALS:

Darcy Ellis	Created/Initiated - 3/2/2022
Darcy Ellis	Approved - 3/2/2022
John Vallejo	Final Approval - 3/3/2022

COUNTY
OF INYO

BOARD GOVERNANCE AND RULES OF PROCEDURE



Approved by the Inyo County Board of Supervisors on _____

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INTRODUCTION

BOARD GOVERNANCE

Governance is the act of transforming the needs and desires of the community into policies that direct the organization. The Board of Supervisors serves as a team dedicated to the act of responsible governance, and the way in which each team member performs his or her role is critical. Whether in Board Chambers, out in the community or at home, Board members are always stewards and the public face of the County.

The integrity of the County's reputation is dependent upon the responsible and professional manner in which each Board member, and the Board collectively, fulfills governance roles and responsibilities. The demeanor of the governance team members sends an important message to employees and the public. In all relationships, dealings and transactions, Board members should act with integrity, openness, respect and honesty. Through these values, the governance team strives to earn and convey trust. The team retains public trust through efficient and cost-effective stewardship of resources.

Utilizing effective governance practices, private citizens, once elected to the Board of Supervisors, work with the County Administrator to keep the organization's efforts focused on its mission, values and strategic goals. The community elects Board members to set and monitor the direction of the County with the County Administrator, who translates this direction into action. It is therefore vital that the Board and County Administrator maintain a respectful and productive working relationship based on trust and open communication.

When the governance team performs their duties effectively, the opportunity to create a climate for excellence increases dramatically.

GOVERNANCE CULTURE

An excellent governance culture is characterized by a Board that operates in an environment of trust, respect, and professional demeanor at all times. The Board sets the tone for the entire County in how it carries out its governance responsibilities.

The Inyo County Board of Supervisors will strive to:

- Show up to meetings prepared and on time.
- Govern as a team that is strategically focused and mission driven.
- Establish and govern within a culture of curiosity and inquiry.

- Use active listening and thoughtfully consider each decision.
- Show mutual respect and tolerance for each other, staff, and citizens.
- Be respectful of people’s time by adhering to time constraints imposed by the published agenda.
- Have a sincere desire and willingness to compromise, along with an appreciation and commitment to move forward remembering sometimes people must be flexible to get things done.
- Show a desire to cause no harm to others.
- Act with honesty and integrity.

BOARD GUIDELINES

In addition to abiding by the rules of procedure outlined in this document, members of the Inyo County Board of Supervisors agree to the following guidelines for working with each other, staff members and the community.

Roles and Responsibilities

- As elected representatives of the people of Inyo County, set the direction and policy of the organization.
- Ensure fiscal responsibility.
- Set strategic priorities and goals as the means to implement direction and policy, and to align goals and resources.

Governance Principles

- **Prepared and Informed:** Read and research meeting materials; engage with colleagues, staff, and public with respect and dignity; make decisions based on data and evidence; continually learn about county issues, services, and programs.
- **Transparency and Accessibility:** Use Board report section of regular meetings to inform colleagues, staff, and public about activities relating to Board assignments, and constituent issues; use role as elected representative to communicate Board actions and policies and be willing to hear concerns and answer questions in a variety of media (phone calls, emails, etc.).

- **High Ethical Standards:** Meet and exceed requirements of the Fair Political Practices Commission; demonstrate a commitment to training and compliance with laws governing personal financial gain, special privileges and perks, fairness, open government, whistle-blowing protections, and staff relations issues.
- **Partnership with CAO and Staff:** Support the CAO in managing the County; agree to established rules in interacting with staff (bringing any requests of staff that require significant resources back to the full Board for consideration).

RULES OF PROCEDURE OF THE BOARD OF SUPERVISORS INYO COUNTY, CALIFORNIA

I. PURPOSE

The purpose of these Rules of Procedure (“Rules”) is to foster understanding and respect for the democratic process, facilitate compliance with applicable laws, encourage public participation, provide guidance on decorum, and enhance effective and efficient management of Board meetings.

II. GENERAL

Rule 1. Applicability of Rules

These Rules are adopted pursuant to Government Code §25003. The Rules shall apply to the Board of Supervisors of the County of Inyo whether sitting as the Board of Supervisors of the County or as the governing board of any other commission, authority or board.

These Rules are intended to expedite the transaction of business of the Board in an orderly fashion, and are deemed to be procedural only. The failure to strictly observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with the law. Except as otherwise provided by law, these Rules, or any one of them, may be suspended by a majority of the Board.

These Rules supersede and replace all rules of procedure previously adopted by the Board.

Rule 2. Definitions

In interpreting these Rules:

- a) “Board” refers to the Board of Supervisors of Inyo County, whether sitting as the Board of Supervisors of the County or as the governing body of any other authority or board
- b) “Board member” or “member” refers to a member of the Board

- c) "Chair" or "Vice-Chair" refers to the Board members elected to those respective offices
- d) "Clerk" refers to the Clerk/Assistant Clerk of the Board of Inyo County
- e) "County Administrator" refers to the County Administrative Officer of Inyo County

III. MEETINGS

Rule 3. Regular Meetings and Annual Calendar

Per Inyo County Code Section 2.04.010, regular meetings of the Board of Supervisors of Inyo County are fixed for the first, second, third and fourth Tuesday of each calendar month; provided, however, in calendar months where there is a fifth Tuesday, there shall be no regular meeting of the Board on the fourth Tuesday of such calendar month. Any meeting may be cancelled upon the order of the Chair, or by a majority of the members of the Board.

Regular meetings generally commence at 8:30 a.m. in the County Administrative Center, 224 N. Edwards St., Independence, with some exceptions. The time for regular meetings to commence shall be set by the Clerk of the Board of Supervisors between 8 a.m. and 10 a.m., depending upon the needs of the members of the Board of Supervisors and the items to be heard on their agenda.

Meetings will be accessible to the public remotely. Information about accessing remote meetings can be found online at <https://www.inyocounty.us/government/board-supervisors> and on published agendas.

An annual calendar of meetings shall be developed by the Clerk/Assistant Clerk of the Board in consultation with the CAO. The calendar will include all known regular meetings and made available to the Board and staff, and posted online, by mid-November. All regularly scheduled meetings shall also be streamed live over the internet unless technologically infeasible, and shall be archived and available for later online viewing. If a video recording is infeasible, an audio recording shall be created. Videos shall be available on the County website at: <https://inyococa.civicclerk.com/web/home.aspx>.

Rule 4. Special Meetings, Budget Hearings, Workshops and Planning Meetings

Special meetings may be called at any time by the Chair, or by a majority of the Board members. Upon the call of a special meeting, the Clerk will prepare and distribute, at least 24 hours before the time of the special meeting, an agenda for the meeting, which shall serve as written notice. The notice shall specify the time and place of the special meeting and the business to be transacted or discussed. The notice will be posted and distributed as required by law. No other business shall be considered at these meetings (Government Code §54956).

Budget Hearings, Workshops, Study Sessions, and Planning Meetings may be called by the Chair or a majority of the Board at times and locations in accordance with law and specified provisions.

Rule 5. Emergency Meetings

Emergency meetings may be called by the Chair or by a majority of the Board, in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities. Upon the call of an emergency meeting, the Clerk shall give notice of the meeting, and comply with posting requirements (Government Code §54956.5).

Rule 6. Closed Sessions

Prior to holding any Closed Session, the Chair shall announce the session in an open meeting and shall provide an opportunity for public comment on items on the closed session agenda. The listing of such items on the agenda shall constitute such announcement, at the discretion of the Chair. During the closed session, the Board may discuss or consider only those items on the agenda. At the conclusion of the closed session, County Counsel shall orally report in an open meeting whether any action was taken, and if so, what that action was, where required by law (Government Code §54957.1). The Board may recess from a Closed Session and reconvene into Closed Session later in the meeting in order to continue discussion of scheduled Closed Session items.

IV. ELECTIONS, POWERS, DUTIES OF THE CHAIR AND VICE-CHAIR

Rule 7. Annual Selection of Chair and Vice Chair

In December, at a regular meeting, the Board shall nominate and elect from its membership a Chair and Vice-Chair, whose terms will begin January 1. The Chair and Vice-Chair serve until the election of their successors. It is intended (but not mandated) that the Supervisor elected as Vice-Chair will succeed the Chair in the following year. A Supervisor in his or her first term shall not be elected to the post of Chair.

Rule 8. Powers of Chair and Vice-Chair

The Chair shall serve as presiding officer of the Board, rule on questions of procedure, and execute official Board records and documents presented by the County Administrator/Clerk. In the absence or unavailability of the Chair, the Vice-Chair shall call the meeting to order and serve as presiding officer. The Vice-Chair shall have and exercise all powers and duties of the

Chair for meetings over which he or she is called to preside and at ceremonial and official functions which the Chair does not attend.

V. AGENDAS AND AGENDA MATERIAL

Rule 9. Meeting Agenda

At least 72 hours before a regular meeting, the Clerk shall post an agenda. The agenda shall consist of a brief statement of each item to be considered by the Board (Government Code §54950). The agenda shall indicate the time and location of the meeting and shall be posted as required by law.

Rule 10. Addendums/Supplemental Agenda Items

At least 72 hours before a regular meeting, the Clerk shall prepare, post, and distribute all addendums/supplemental agendas when there has been an item added, continued, deleted, and/or modified since the distribution of the initial meeting agenda.

Rule 11. Use of CivicClerk Agenda Software

All Departments/Agencies shall use CivicClerk Agenda Software to prepare agenda items and submit supporting documents. Departments will follow the protocols established by the Clerk of the Board and work directly with the Clerk if they require assistance in creating an agenda item.

Rule 12. Department/Agency Agenda Responsibilities

When submitting an item for consideration by the Board, it is the responsibility of the originating Department or Agency to provide all required information, and to meet all established deadlines. Exceptions to deadlines will be considered if items are deemed to be time sensitive or of special importance to a Board member. Board members, in consultation with the Board Chair, may work in a timely fashion with the CAO, Assistant Clerk of the Board, or pertinent department head when needing to add items to an agenda.

Outside agencies and citizens will work with the Clerk of the Board when requesting an agenda item for Board consideration and will follow established guidelines found in Appendix C (Request to place an Item on the Board's Agenda by the Public or Non-County Entity).

Rule 13. Review and Filing of Agenda Items

After items are prepared by departments in CivicClerk, all items shall go through a digital approval process that includes review by the Clerk of the Board, Assistant Clerk of the Board,

Deputy Personnel Director, Auditor-Control, County Counsel, Department Head, or their designees. Approvers, including the CAO and Senior Budget Officer, may be added or removed at the discretion of the Assistant Clerk of the Board. Any one of the reviewers may ask for additional information, clarification, and may determine not to place any item on the agenda that is not complete or is not submitted in accordance with instructions. The Assistant Clerk of the Board, with the concurrence of the CAO, may move items to different sections on the agenda or different agendas entirely. Agenda items requiring public hearings or ordinances must be entered into the CivicClerk system for immediate approval by the Assistant Clerk of the Board with enough time to allow proper public noticing. Without amendment to these Rules, agenda submittal instructions may be amended or additional requirements imposed to ensure appropriate review and Brown Act compliance.

Rule 14. Board Correspondence

Correspondence addressed to the Board of Supervisors – whether from a County department or outside agency – may be placed on the agenda as a “Correspondence-Informational” item by the Assistant Clerk of the Board, in consultation with the CAO and County Counsel.

“Correspondence-Informational” items do not require action or discussion by the Board. All correspondence will be forwarded to the Board members and CAO, regardless of whether it is added to the agenda. Correspondence items that require prolonged discussion will be agendaized as a “Departmental” or “Correspondence-Action” item for a future meeting.

Rule 15. Request to Place Item on Board’s Agenda by the Public or Non-County Entities or Individuals

- **Non-county entity (i.e., other governments, non-profit groups, or other interest groups):** Contact the Clerk of the Board of Supervisors (760-878-0373; dellis@inyocounty.us) to arrange for placement of an item on the next available or a future agenda. Approval of the agenda item will be granted by the Clerk of the Board, in consultation with the CAO and Board Chair. Board members and Departments may also bring these requests forward as a sponsor on behalf of the non-county entities. The name of the sponsoring Supervisor will appear in the backup material published as part of the agenda packets.
- **Individual members of the public and businesses:** Make requests directly to a County Supervisor (found [here](#)), who must agree to sponsor the item before it will be added to the agenda. Board members are asked to consult with the Board Chair and CAO, before forwarding the request to the Clerk of the Board. The name of the sponsoring Supervisor will appear in the backup material published as part of the agenda packets.

A schedule of Board meetings and associated agenda deadlines can be found at:

<https://www.inyocounty.us/government/board-supervisors/meeting-calendar>.

Rule 16. Supplemental Correspondence and Information Prior to Board Meeting and During Board Meeting

- **After Initial Agenda Distribution and Prior to Meeting** – Agenda materials distributed via mail, email, or hand delivery to a majority of the Board must be forwarded to the Clerk for public review. These materials will be included in the permanent record of the associated meeting.
- **At Meeting** – Documents, including PowerPoint handouts, distributed to Board members by County employees or Board members themselves at the meeting, shall be kept to a minimum. When necessary to distribute materials at a meeting, an electronic copy shall be provided to the Clerk of the Board. Additionally, paper copies shall be provided to the Clerk for distribution to: Board members, the County Administrator, County Counsel, and the Clerk, with remaining copies available for distribution to the general public. If large numbers of the public are anticipated to attend the Board meeting on a matter and new information will be distributed to the Board members, then the number of copies should be increased to anticipate the number needed for the public.

Any supplemental correspondence or written information related to an agenda item which is provided to three or more Board members shall be concurrently filed with the Clerk and made a part of the official record.

This Rule shall not apply to attorney-client privileged communications, documents containing information protected from disclosure by the attorney work product doctrine, or information which may not be publicly disclosed under the other applicable law.

Sufficient copies of supplemental correspondence and information should be delivered to the Assistant Clerk who shall make the appropriate distribution to the Board, CAO, and County Counsel.

VI. CONDUCT OF BUSINESS

Rule 17. Order of Business

The Board shall conduct business in the order specified in the posted agenda or as modified at the discretion of the Chair with the concurrence of the Board. The Board may modify or amend the Order of Business for Regular meetings without amending these Rules by attaching the amendment to these Rules as Appendix A.

Rule 18. Board Member; Notification of Absence

If any Board member is unable to attend a meeting of the Board, all reasonable efforts shall be

made to notify the Chair, County Administrator, or the Assistant Clerk, in writing (electronic mail or regular mail) and as soon as possible, to ensure there are sufficient members present to consider all agenda items.

Rule 19. Quorum and Action

Three members of the Board shall constitute a quorum sufficient to transact business. In the absence of a quorum, the remaining members or the Clerk may adjourn the meeting to another date and time in accordance with Government Code §54944 and shall post a Notice of Adjournment.

Rule 20. Matters Not on the Agenda/Emergency Items

No action shall be taken on any item not appearing on a posted agenda except:

- a) Upon a determination by a four-fifths (4/5) vote of the Board, or if less than four-fifths (4/5) of the members are present, a unanimous vote of those members present, that 1) there is a need to take immediate action, and 2) the issue arose subsequent to the agenda being posted and there is a need to take action prior to the next regularly-scheduled meeting pursuant to Government Code section 54954.2(b).

Any requests to hear a matter not on the agenda or emergency item shall be communicated to the Chair, County Administrator, County Counsel, and Clerk as soon as the need becomes known.

Rule 21. Consent/Departmental Agenda Items

Agenda items on the Consent Agenda are routine in nature, consistent with adopted Board policy, and do not require individual consideration. The Consent Calendar will be enacted by one motion for approval of the recommended actions. There will be no separate discussion of these items prior to the time the Board votes on the motion unless any member of the Board requests removal of a specific item from the Consent Calendar to Departmental for separate discussion and action. Any Board member may ask the Clerk to record a “no” or “abstention” vote on any Consent Calendar item.

Agenda items on the Departmental Agenda require separate discussion and/or action and may include, but are not limited to, changes in policy, items that require the Board to consider options and provide direction, requests for new or unbudgeted positions, budget amendments, presentations and workshops, introductions/approvals of proposed ordinances, public hearings, and other matters as required by law.

Rule 22. Public Hearings

Public hearings will be advertised according to law. Information necessary for the completion and posting of a Notice of a Public Hearing will be forwarded to the Board Clerk in a timely fashion (See Appendix D).

Subject to the Chair's right to maintain order, any person wishing to speak at a public hearing shall be heard. Except for rebuttal allowed an applicant, or the appellant in the case of an appeal, each speaker shall speak only once. The Chair may implement a strict time limit for each speaker, at his/her discretion and in concurrence with the Board.

Visual and other materials may be used as appropriate by applicants or appellants in the case of an appeal. When speakers use or submit to the Board visual or other materials, such materials shall become part of the file and identified and maintained as such. When CDs, DVDs, thumb drives, USB memory sticks, or other portable electronic media (e-media) are submitted to the Board, at least one hard-copy of the information stored on the e-media must be provided to the Clerk. Speakers with lengthy presentations are encouraged to submit them in writing.

The closing of a public hearing signifies the point after which the Board will no longer accept or consider any additional communication on the matter that was the subject of the hearing. As used in this Rule, "communication" includes oral communication; written communication such as documents, letters, and photographs; and any type of electronic communication, including e-mails, e-mail attachments, graphic images, spread sheets, text messages, and social media messages. These communications will not be added to the permanent record.

Should County staff determine that communication received after the close of a public hearing should be considered by the Board prior to its rendering a final decision on the matter that was the subject of the hearing, County staff shall recommend to the Board that the hearing be reopened. If the CAO concurs, the Board shall reopen the hearing, following appropriate notice, for the limited purpose of receiving testimony and evidence on the new information.

VII. PROCEDURE AND VOTING

Rule 23. Order and Decorum

The Chair shall preserve order and decorum and shall decide all questions of order and procedure subject to an appeal to the Board. The nature of any appeal shall be briefly stated, and the Chair shall have the right to state the reason for his or her decision.

A Board member wishing to speak shall refrain until he or she has been recognized by the Chair. While a Board member is speaking, other Board members shall be respectful and shall not

interrupt another speaker or engage in or entertain private discussions.

Consistent with the purpose of the Rules, members are encouraged to use a formal style, including appropriate titles, in addressing the public, staff, and each other. All members shall refrain from the use of profanity, emotional outbursts, personal attacks, or any speech or conduct which tends to bring the organization into unnecessary conflict and/or disrepute.

Rule 24. Commitment to Civility

To ensure civility in public meetings, staff and the public are also encouraged to engage in respectful dialog that supports freedom of speech and values diversity of opinion. To achieve compliance with these Rules, Board members, staff, and the public are encouraged to:

- Create an atmosphere of respect and civility where elected officials, County staff, and the public are free to express their ideas;
- Establish and maintain a cordial and respectful atmosphere during discussions;
- Foster meaningful dialogue free of personal attacks;
- Refrain from lengthy discussion on topics related to previous board decisions;
- Listen with an open mind to all information, including dissenting points of view, regarding issues presented to the Board;
- Recognize it is sometimes difficult to speak at Board meetings, and out of respect for each person's feelings, allow them to have their say without comment, including booing, whistling, or clapping; and
- Adhere to speaking time limit.

Rule 25. Use of Electronic Devices and Documents

The use of electronic documents, via Notebooks, iPads, laptops, or other electronic means, is encouraged as a means of reducing the production and distribution of paper documents, and thereby decreasing costs.

Any member of the public may view the same electronic documents online at:

<https://inyococa.civicclerk.com/web/home.aspx> or

<https://www.inyocounty.us/government/publications-reports-plans-proclamations/meeting-agendas-minutes>, or may view the documents in paper form in the Clerk's Office.

The Board shall refrain from emailing, texting, using social media, or otherwise engaging in electronic communications in the Board Chambers on matters that are listed on the Board agenda.

Rule 26. Motions – General

A motion for action may be made by any board member, including the Chair and shall require a second before being acknowledged by the Chair. The Clerk shall enter into the minutes the motion and the names of the moving and seconding members. After a motion is accepted by the Chair, it shall be open for debate but may be withdrawn by the maker at any time before a decision is made or an amendment adopted. A motion may be amended with the consent of the moving and seconding members at any time before a decision is made or an amendment adopted. The Clerk shall enter into the minutes the vote of each member on each motion.

Rule 27. Voting

It shall take at least three affirmative votes of the Board to pass any motion (Govt. Code §25005), except where supermajority four-fifths (4/5) votes or unanimous votes are required by law. Appendix B contains a list of common items that require a four-fifths (4/5) vote. An abstention shall count as neither an “aye” nor a “no” vote.

A supervisor who is absent from all or a part of: (1) a public hearing, (2) an item that requires findings, or (3) an item that is quasi-judicial in nature, may subsequently vote on the matter if the supervisor has reviewed all evidence received during his/her absence, listened to the Clerk’s recording or read a true and complete transcript of the proceedings, and so states on the record.

Rule 28. Roll Call Votes

The roll need not be called in voting upon a motion except where specifically required by law or requested by a Board member or the Chair. Each roll call vote shall be made in an order determined by the Assistant Clerk.

Rule 29. Conflicts of Interest

Any Board member with a disqualifying conflict of interest must, in compliance with the Political Reform Act:

- a) Publicly state the nature of the conflict in sufficient detail to be understood by the public;
- b) Recuse himself/herself from discussing and voting on item; and
- c) Leave the room until after the discussion, vote, and other disposition of the matter is concluded, unless the matter has been placed on the Consent Agenda.

The member may be allowed to address the Board as a member of the public, but only in the limited circumstances allowed by the Political Reform Act. Disclosure of a conflict shall be noted in the official Board minutes. The member must also comply with all other applicable conflict of interest laws.

Members may not have a financial interest in a contract approved or considered by the Board. In these cases, disclosure and recusal does not remove the conflict and such a contract is considered void (Government Code §1090). The Board member is encouraged to discuss possible conflicts with County Counsel and/or to request advice from the Fair Political Practices Commission prior to a meeting at which any such contract with a potential conflict of interest is agendaized for the Board's consideration.

Rule 30. Motion to Reconsider

Any Board member who votes in the majority on a question, as well as any Board member who was absent, is eligible to make a motion to reconsider. A motion to reconsider shall be in order during the meeting at which the action to be reconsidered took place. In all other cases, motions for reconsideration must be placed on a future agenda for action

A motion to reconsider shall require a majority vote. A motion to reconsider, if lost, shall not be renewed nor shall any subject be reconsidered a second time within twelve (12) months except by a four-fifths (4/5) vote of the Board. A motion to reconsider is not in order if action has been taken which cannot be changed.

Rule 31. Ordinances – Definition

An ordinance is local law, enacted by the Board of Supervisors of Inyo County, prescribing general, uniform, and permanent rules of conduct.

Ordinances are similar in nature to statutes enacted by the Legislature and passed according to procedures required by State law (such as noticing, public meetings or hearings, required number of votes, publication). They can be used to fix legal rights and duties, to regulate activities, or, for facts considered criminal, to prohibit them altogether. Changes to a jurisdiction's criminal code, zoning code, or development regulations are common legislative acts accomplished through ordinances.

Ordinances are generally considered permanent (interim ordinances excepted) and can only be amended or rescinded through enactment of a new ordinance.

Rule 32. Ordinances - Procedure

Ordinances shall be developed in consultation with County Counsel's Office, and drafted and made available to the Clerk of the Board in as timely a fashion as allows for the proper public noticing required in advance of the meeting at which it has been scheduled (See Appendix D). Ordinances not approved by County Counsel will not be considered, except when such ordinance has been duly proposed by a majority of the Board. At the direction of the Board, individual Board members may work with staff to develop ordinances. Ordinances proposed by outside entities will not be considered.

- Generally, Inyo County Board of Supervisors' ordinances are considered over a single meeting or two meetings, depending on whether the ordinance in question requires a noticed public hearing.
 - Ordinances that do not require public hearings must be considered over two meetings. At the first, the Chair will read the title and further reading of the ordinance can be waived by regular motion adopted by majority vote. As part of the motion, approval of the ordinance is usually set at this time for a future meeting. That meeting may be the next consecutive meeting as long as it does not occur within five days of the ordinance's introduction and it is not considered a "special" meeting (Government Code §25131).
 - Ordinances requiring public hearings may be introduced and approved at the same meeting, where the Board will also be asked to read the title and waive further reading.
- When ordinances requiring two meetings are altered after the first meeting, they shall be passed only at a regular or at an adjourned regular meeting held at least five days after said alteration. Corrections of typographical or clerical errors are not considered alterations under Government Code §25131.
- On the passage of all ordinances, the votes of the several members of the Board shall be entered on the minutes, and all ordinances shall be entered at length in the ordinance book kept by the Clerk (Government Code §25131).
- Every ordinance shall be signed by the Chair and attested by the Clerk or his/her deputy (Government Code §25121).
- Pursuant to Government Code §25123, ordinances shall generally become effective 30 days from the date of final passage. Exceptions include urgency or emergency ordinances, which take effect immediately, and pursuant to Government Code § 25123.5, ordinances that change supervisorial salaries, which go into effect 60 days after their adoption.

- The Clerk, within 15 days of an ordinance's passage, will prepare and have published a Notice of Ordinance Adoption in the newspaper of record, with the names of the Board members voting for and against (Government Code §25124(a)).
- The Clerk's failure to publish such notice within 15 days will result in the ordinance not taking effect until 30 days after it is published (Government Code §25124(c)).

Ordinance adoption and hearing procedures with different or additional requirements as those set forth above shall be utilized as otherwise required by law.

Rule 33. Resolutions – Definition

A resolution is a formal expression of opinion, will, or intent from the Board of Supervisors that often addresses a matter of special or temporary nature. In most instances, resolutions go into effect immediately, generally need not to be publicly noticed or published, and can be adopted by the affirmative vote of three Board members. Resolutions are typically used when directing the CAO to take certain designated action, to accept and/or apply for grant funding, and when adopting Rules of Procedure or personnel policies.

Rule 34. Resolutions – Procedure

Resolutions shall be developed in consultation with County Counsel, unless the resolutions are being brought forward by an outside entity – in which case County Counsel will review and make any changes necessary for the purposes of form and/or compliance with applicable laws. Outside entities may bring resolutions to the Board per the procedures set forth in Rule 15 on page 9. Board members may also bring these requests forward as a sponsor on behalf of non-county entities or at the request of individuals as referenced in Rule 15. The name of the sponsoring Supervisor will appear in the backup material published as part of the agenda packets. Board members may also propose resolutions and amend them in consultation with the Board Chair, CAO, and Clerk of the Board.

Some resolutions require public hearings and/or advance noticing, in which case the completed resolutions shall be made available to the Clerk of the Board in as timely a fashion as allows for the proper public noticing required in advance of the meeting at which it has been scheduled (See Appendix D).

On the passage of all resolutions, the votes of the several members of the Board shall be entered on the minutes, and all ordinances shall be entered at length in the resolution book kept by the Clerk. All resolutions will be executed by the Chair and attested to by the Clerk or his/her deputy.

Rule 35. Proclamations – Definition

Local government proclamations are generally broad statements expressing local government support for particular issues, observances, and achievements. Examples are diverse and range from local (celebrating the Firefighter of the Year) to national (remembering Pearl Harbor) to international (observing World Aids Day). Proclamations should be non-partisan in nature reflecting the fact the Board of Supervisors is a non-partisan body. Proclamations carry no legislative weight and do not implement policy change or adoption.

In general, proclamations shall:

- Promote, support, highlight, or recognize local, state, national, and international observances that reflect the following values of the County of Inyo and its constituents:
 - Patriotism
 - Inclusivity
 - Community pride
 - Historical appreciation
 - Charity and compassion
 - A desire to inform and educate
 - Embracing and celebrating diversity
 - Integrity
- Promote, support, highlight, or recognize efforts to improve public health and safety, and prevent disease, violence, and criminal activity;
- Promote, support, highlight, or recognize efforts to bring awareness to issues impacting the health, safety, and well-being of the public;
- Honor and commend achievements of individuals (members of the public or County employees) or groups that are significant in nature and otherwise make a large, positive impact on the local community;
- Honor and recognize major milestones and anniversaries of individuals, non-governmental entities or fellow government agencies; and
- Honor and memorialize individuals (members of the public or county employees) who had a lasting, widespread, positive influence on the community.

In general, proclamations shall **not**:

- Promote for-profit causes or individuals;

- Support or oppose proposed legislation;
- Support or oppose candidates for public office;
- Support or oppose citizen initiatives and ballot measures;
- Promote violence, discrimination, racism, or hatred of any kind;
- Be brought forward by individuals; or
- Exceed 500 words.

Rule 36. Proclamations – Procedure

Proclamations do not have noticing requirements outside of agenda publication, but they should generally be drafted and provided to the Clerk of the Board in electronic format as much in advance as possible. The Clerk will then place the proclamation in the County of Inyo Board of Supervisors template and edit or otherwise change the proclamation to meet the County’s requirements, needs, policy determinations, or value statements.

Proclamations may be brought forth by Departments under Rule 12 to call attention to observances or causes aligned with their mission of service and of importance to those they serve. Examples would include “Suicide Prevention and Recovery Week,” “Child Support Awareness Month,” “Positive Parenting Month,” and “Probation Services Week.”

Non-governmental entities and organizations may request the placement of proclamations on a Board agenda by contacting the Clerk of the Board and following the procedures of Rule 15. The proclamation must be drafted by the entity proposing it, with consent to editing by the County. Board member sponsorship of proclamations proposed by outside entities is not necessary as long as that entity is a publicly known, well-established, formally organized, and locally-based organization, agency, or group. Examples would include Wild Iris, Inyo-Mono Advocates for Community Action, Eastern Sierra Cancer Alliance, the American Legion, Girl Scouts, and Bishop Area Climbers Coalition.

Tribal governments may propose or request proclamations through the procedure described above, or through consultation with members of the Board of Supervisors.

Board members may propose proclamations per Rule 12, which requires consultation with the Board Chair and working with the CAO, Assistant Clerk of the Board, or a pertinent department head. Names of Board members sponsoring proclamations will appear in the backup material

contained within the agenda packet.

Upon approval by a majority of the Board, the proclamation shall be executed by the Chair and attested to by the Clerk or his/her deputy.

Rule 37. Planning Matters – Request for Continuance

Any Board member may request that a Planning matter within his/her District be continued to the next available regular meeting that will allow for compliance with any applicable legal noticing requirements, due to that Board member’s unavailability at the meeting for which the item is scheduled or for any other reason. Upon concurrence of a majority of the Board, such continuance shall be granted.

Rule 38. Planning Matters – Original Jurisdiction

The Board may hear appeals on decisions of the Planning Commission or Planning Director. Appeals of decisions made by the Planning Commission may be heard if they are filed according to County Code. Pursuant to County Code §18.81.300, the decision of the Board shall become effective immediately.

VIII. DUTIES OF COUNTY STAFF DURING BOARD MEETINGS

The County Administrator shall be present during Board meetings and shall provide such information as necessary to assist the Board members in their deliberation and decision-making. The County Administrator may delegate this responsibility to the Assistant County Administrator, Deputy County Administrator, Deputy Personnel Director, Auditor-Controller, or County Counsel should extraordinary circumstances prevent the discharge of this responsibility.

Rule 39. County Counsel

County Counsel shall be present during Board meetings and shall serve as advisor to the Board on appropriate rules to comply with legal requirements. All questions of law shall be referred to County Counsel for his or her opinion. County Counsel may delegate this responsibility to the Assistant County Counsel or a Deputy County Counsel.

Rule 40. Clerk of the Board

The Clerk or Assistant Clerk shall be present during all Board meetings for the purpose of taking and maintaining the minutes of the meeting; presenting and receiving correspondence, records, documents, claims, reports, or petitions; preserving all records; marking or attesting all resolutions and ordinances; imparting information on Board documents of public record; and

otherwise fulfilling all duties imposed by law or required by the Board.

The Clerk shall collect public comment that may be emailed before or during the meeting. Written comments may or not be read aloud; however, they will become part of the permanent record for that meeting. At the direction of the Chair and with concurrence of the Board, these letters may also be paraphrased or otherwise condensed. It is asked that commenters keep their letters to 250 words or less.

The Clerk shall record all regular meetings of the Board. All meetings shall be recorded by video/audio means. Video recordings shall be available online for later review as soon as practical on the county website at <https://inyococa.civicclerk.com/web/home.aspx>. Audio recordings are available upon request to the Assistant Clerk of the Board.

Rule 41. Department and Agency Directors

Department Heads and Outside Agency Directors, or a designee, having any matter on the agenda for consideration by the Board, whether consent or regular, shall be available for the purpose of providing information to the Board and shall also attend any Board meeting when requested to do so by a Board member or the County Administrator. Department and Agency Directors may be present in person or by telecommunication or videoconference as the item warrants. Department and Agency Directors, or designees, may provide oral reports and/or short presentations to the Board during the “County Department Reports” portion of the meeting. The Chair, at his or her discretion, or request by majority of the Board, shall implement and enforce the time limit for each speaker.

IX. COMMITTEES

Rule 42. Board Committees/Assignments and Reporting Requirements

The Clerk shall maintain a list of Board Committees and Assignments. Annually, the incoming Chair shall review the list of Committees and Assignments. The list of appointments shall be adopted by the Board at its first meeting in January or as close to it as possible.

All members who are assigned to special projects, committees, and separate boards or commissions shall provide regular reports to the full Board regarding their activity in connection with the special projects, committees, and separate boards or commissions (Government Code §53234, et. seq.).

Committee members shall call committee meetings as needed, provided they are held in conformance with the law. The County Administrator’s Office and County Counsel may serve as support staff to all Board-created committees. Other department heads and/or staff may also

support as requested by the committee and/or the CAO.

Rule 43. Board of Supervisors Standing Subcommittees

Standing subcommittees are those subcommittees of the Board of Supervisors which have continuing jurisdiction over a particular subject matter or whose meeting schedule is fixed by resolution or action of the Board. Even if comprised of less than a quorum of the Board, a standing subcommittee is subject to the Brown Act.

The Chair shall recommend, with Board concurrence, members to each standing subcommittee. Generally, appointments shall occur at the Board's first regular meeting in January. All standing subcommittees shall be appointed for the calendar year, and the members shall continue as committee members until their successors have been appointed.

Rule 44. Board of Supervisors' Ad-Hoc Subcommittees

Ad-Hoc subcommittees of the Board of Supervisors are not subject to the Brown Act. They may be formed by Board action, shall be solely composed of members of the Board, shall consist of less than a quorum of the Board, shall serve a limited or single purpose, for a limited time, and shall be dissolved once the specific task assigned is completed.

Ad-Hoc Subcommittees are encouraged to conclude their business at the end of each calendar year. The Clerk will maintain a current index of Ad-Hoc Subcommittees and their purpose.

X. OTHER

Rule 45. Board Member Assignments to Staff

Board member assignments that are anticipated to involve significant staff time or other resource commitment and/or are a departure from established county or departmental policy and/or which may conflict with other priorities require Board approval prior to staff starting work. Board members are encouraged to discuss assignments which may require significant resources with the Chair and CAO.

Board approval shall be obtained through majority action of the Board, on an agenda item in which the scope and resource needs of the referral are identified.

For the purposes of this Rule, "significant" shall mean:

- Any task requiring more than two days of work, with more than two hours devoted to the task each day;
- Tasks that impact staff's ability to attend to assigned work in a timely fashion; and/or

- Work that impacts other department’s ability to effectively deliver services.

Rule 46. Action Summaries and Recordings of Meetings

The Clerk shall prepare and distribute Action Summaries (“minutes”) of Board meetings. The minutes shall consist of the brief statement of each item posted on the agenda and supplemental agenda plus all motions, resolutions, and ordinance numbers related thereto, all votes recorded thereon, and the final action taken by the Board. The minutes shall be reviewed and subsequently approved by the Board in an open meeting, after which time the approved minutes will be posted on the county website,

<https://www.inyocounty.us/government/publications-reports-plans-proclamations/meeting-agendas-minutes>, and on the CivicClerk online public portal, <https://inyococa.civicclerk.com/web/home.aspx>.

The Clerk shall maintain the official audio record of each Board meeting and will make these recordings available for listening by the public at no charge. In collaboration with the Information Services department, the Clerk shall maintain the official video record of each Board meeting, and they shall be archived and available for viewing at no charge on the county website at <https://inyococa.civicclerk.com/web/home.aspx>.

XI. PARTICIPATION OF THE PUBLIC

Rule 47. Public Comment / Time Limits

Members of the public have the right to address the Board on any item within the subject matter jurisdiction of the Board (Government Code §54954.3). These comments will be accepted during the Board’s designated “Public Comment” periods and during discussion of action items, public hearings, workshops, and presentations. No public comment will be accepted during County Department Reports or Board Member and Staff Reports. When called upon to speak, members of the public may state their name and town of residence but are not required to do so. Members of the public shall direct their comments to the Board and shall not directly address staff. The Chair may, at his or her discretion, request a response from staff within the limits of the Brown Act. Time limitations for public comments on a given agenda item are at the discretion of the Chair, and may be reduced or extended depending on the objective needs of the County to conduct its business in an orderly fashion. Speakers will be notified when the time limit has been reached and will be advised by the Chair to wrap up their comments.

Subject to the limits set forth above, the public may comment on agenda items prior to the Board taking action on the item.

Under the Public Comment portion of the meeting, members of the public will be allowed to address the Board regarding any item **not on the agenda**. No action may be taken on items not on the agenda unless authorized by law.

Profane language or personal attacks are considered to be a disruption of the orderly and fair progress of the County business being conducted at the meeting and speakers utilizing such language or issuing such personal attacks will be cut off from continuing their comments.

Meetings will be accessible to the public remotely. Information about accessing remote meetings can be found online at <https://www.inyocounty.us/government/board-supervisors> and on published agendas. Anyone participating remotely who wishes to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing a “request to speak” feature on the video conferencing platform when appropriate during the meeting (the Chair or designee will call on those who wish to speak). Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

Rule 48. Orderly Conduct

The Chair may determine when orderly conduct of a Board meeting is not feasible due to disruptive behavior by person(s) in attendance. The Chair may request that person(s) disrupting the meeting leave the chambers/meeting room. If order cannot be restored, the Chair may order the chambers/meeting room cleared and continue in session. Members of the news media, except those participating in the disturbance, shall be allowed to remain. The Chair may re-admit any person(s) provided their re-admission will not disrupt the continued orderly conduct of business. The Chair may also call a recess and reconvene when order has been restored. (Government Code section 54957.9.)

Rule 49. Security and Prohibition of Banners/Signs or Other Hazardous Objects

The Board has the power to implement security measures in the chambers/meeting room. Any hazardous object which could impair the safety of individuals in the event of an emergency are prohibited in the chambers/meeting room. Any large object/container that may be deemed a hazardous object which could impair the safety of individuals in the event of an emergency may be prohibited in the chambers/meeting room.

XII. APPENDIX A. Order of Agenda

Generally, business at Regular meetings shall be transacted in the following order. Business may be reordered by the Chair or by a majority of members. The Chair may modify the Agenda

Order for the Board’s or public’s convenience at a particular meeting, provided that no matter noticed for public hearing or other “Timed Item” may be heard prior to the published time. The CAO, with concurrence of the Board Chair, may modify or amend the Agenda Order and/or this Appendix A without a vote of the Board.

- 1) Call to Order (8:30 a.m.)
- 2) Public Comment on Closed Session Item(s)
- 3) Recess to Closed Session
- 4) Reconvene from Closed Session (10 a.m.)
- 5) Pledge of Allegiance
- 6) Report on Closed Session as required by law
- 7) Public Comment on matters not on the agenda, but within the subject matter jurisdiction of the Board
- 8) County Department Reports
- 9) Consent Agenda
- 10) Departmental
- 11) Correspondence – Action
- 12) Public Comment on matters not on the agenda, but within the subject matter jurisdiction of the Board
- 13) Board Member and Staff Reports
- 14) Correspondence – Informational
- 15) Adjournment – Meeting may be Adjourned in the Memory of/Moment of Silence/Reading of Names

XIII. APPENDIX B. 4/5ths and Unanimous Vote Requirements

Subject	Vote	Code	Description
Off Agenda Action	Unanimous	Gov. Code §54954.2(b)(2)	To consider an item not on the Agenda, the Board must make findings that the need to take action arose after the agenda was posted. The vote requires at least four votes of the Board if two-thirds of the members are present. If less than two-thirds are present, it requires a unanimous vote.
Airport	4/5	Gov. Code §26021	Property acquisition for airport purchases by purchase, condemnation, or lease; resolution for County aid
Airport	4/5	Gov. Code §26026	Contribute money to the United States for the acquisition or improvement by the United States or any of its authorized agencies of airports in the County.
Bonds		Gov. Code §§26880,26885, 26946, 29917, 53595.20, 53345.8; Sts. & Hwys Code §§9132, 5227,	There are many special voting requirements and other processes required for bonds. Please check with County Counsel.

		10355, 9534.5; Ed. Code §15145; Pub. Util. Code §§99100, 99102, 99118, 99119	
Bridges	4/5	Pub. Contract §20405(c)	Modify the plans, specifications and working details of bridge construction contracts.
Budget	4/5	Gov. Code §29088	Changes to the proposed budget after budget hearing but prior to the final budget.
Budget	4/5	Gov. Code §29125	The following transfers and revisions to the adopted appropriations require a 4/5 vote: (1) transfers between funds; or (2) transfers from appropriation for contingencies.
Budget	4/5	Gov. Code §29127	Adopt resolution necessary to appropriate and expend funds necessary to meet specific emergencies.
Budget	4/5	Gov. Code §29130	Adopt resolution necessary to appropriate and expend funds necessary to meet specific emergencies. a) Restricted, committed, assigned, and unassigned fund balances, excluding the general reserves and nonspendable fund balance; b) Amounts that are either in excess of anticipated amounts or not specifically set forth in the budget derived from any actual or anticipated increases in financing sources.
Collections	4/5	Gov. Code §26220(a) and (b)	a) Assign for the purpose of collection any or all delinquent bills, claims and accounts, and any or all money judgments taken in the name of the County. b) Assign for the purpose of collection any or all delinquent or unsecured taxes.
Condemnation/ Eminent Domain	4/5	Code of Civ. Pro. §1245.240	Adopt a resolution of necessity prior to commencing an eminent domain proceeding.
Contracts	4/5	Pub. Contract Code §20128	Modify terms of a construction contract
Contracts	4/5	Pub. Contract Code §20135	Alter or change in any manner the plans and specifications previously adopted by the Board for the erection, alteration, construction, or repair of any public building or structure, where such alteration or change increases cost.
Contracts	4/5	Pub. Contract Code §20136	Adopt an order to alter or change a contract that is for the erection, construction, alteration or repair of any public building or other structure.
Contracts	4/5	Pub. Contract Code §20137	Contracts for the erection, construction, alteration, or repair of any public building or other structure: the

			Board may authorize a change if it does not exceed 10% of the original contract price.
Contracts	4/5	Pub. Contract Code §20150.10	Adopt a resolution declaring that the project can be performed more economically by county personnel, or that in the Board’s opinion a contract to perform the project can be negotiated with the original bidders at a lower price than that in any of the bids, or the materials or supplies furnished at a lower price in the open market.
Contracts	4/5	Pub. Contract Code §22038(a)(2)	After rejection of bids, adopt a resolution that declares that a project can be performed more economically by the employees of the agency.
Contracts	4/5	Pub. Contract Code §22050(a)(1)	In the case of an emergency, repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. (See also Pub. Contract Code §22035).
Contracts	4/5	Pub. Contract Code §22050(b)(1)	Adopt a resolution or ordinance that delegates to the appropriate county administrative officer, chief engineer or other nonelected agency officer, the authority to order any action pursuant to the emergency powers described in (a)(1) above.
Contracts	4/5	Pub. Contract Code §3400(c)(4)	Use of specific brand/trade name (without “or equal”) in the invitation of bids or requests for proposals in order to respond to an emergency declared by a local agency by a four-fifths vote.
Counsel	4/5	Gov. Code §25203	Employ counsel to assist the district attorney, county counsel or other counsel for the county or public entity for which the Board is the governing body.
Flood Control, Maintenance and Sanitation District	4/5	Gov. Code §23014	Adopt a resolution appropriating any of its available moneys to a revolving fund (not to exceed \$500,000) to be used by any county sanitation district, county flood control district, or county district maintenance district located wholly within the county for certain purposes.
Legislation	4/5	Gov. Code §25123(d); Elec. Code §9141(a)(4)	Adopt ordinances that are for the immediate preservation of the public peace, health or safety, which contain a declaration of the facts constituting the urgency, in which case the ordinance shall take effect immediately.
Parks	Unanimous	Gov. Code §25583	Adopt a resolution of intention to abandon a park or a portion of a park and fix a time when it will meet to take final action.
Parks	4/5	Gov. Code §25553	Find that the enlargement or improvement of the public park, beach, golf course, or recreation ground is of general county interest or that the cost of maintenance is increased by reason of use by residents of the county outside of the city, such that the Board may determine to extend aid to city parks.

Planning	4/5	Gov. Code §65858	Adopt as an urgency measure, an interim ordinance prohibiting any uses that may conflict with a contemplated general plan, specific plan, or zoning proposal. Any extension of time on the interim ordinance also requires a 4/5 vote.
Planning	4/5	Pub. Util. Code §§21676, 21676.5	Overrule an airport land use commission's determination.
Property	Unanimous	Gov. Code §25363	Cash sale or lease of any property not required for public use at a noticed public auction (4/5's vote); sale or lease at an unadvertised, private sale can be authorized by simple majority, but only after the Board unanimously finds that the value of the property does not exceed \$500, monthly rental value is less than \$75 or it is a product of a County farm.
Property	Unanimous	Gov. Code §25550 and §25550.5	Conveyance of county property to city for public park purposes.
Property	4/5	Gov. Code §25365(a)	Convey to another governmental agency within the county any real or personal property.
Property	4/5	Gov. Code §25365(b)	Exchange real property with any person, firm or corporation for the purpose of removing defects in the title or where the real property is not required for county use and the real property to be acquired is required for county use.
Property	4/5	Gov. Code §25515.2(c)	Action to approve any sale, lease, lease with option to purchase, development or contract agreement for public property after a request for proposals.
Property	4/5	Gov. Code §25536(a)	Enter leases, concessions or managerial contracts involving leasing or subleasing county-owned, leased or managed property devoted to or held for certain purposes.
Property	4/5	Gov. Code §25536(c)	Sell or lease county-owned property without complying with Article 8 "Sale or Lease of Real Property" if the county repurchases or leases back the property as part of the same transaction. Pledge specific revenues as security for the payment of obligations incurred in the repurchase or leaseback of the property.
Property	4/5	Gov. Code §25536.5	Approve an agreement to amend a lease, sublease, concession or managerial contract entered to permit a permanent improvement or alteration of property at the expense of the lessee or concessionaire and to permit a credit on rentals or other reimbursement.
Property	4/5	Gov. Code §25526	Adopt a resolution declaring intent to sell or lease property.
Property	4/5	Gov. Code §53867	Determines that property cannot be sold for a sum at least equal to the total of the amount paid, all accrued penalties and delinquencies, and necessary expenses incurred, and local agency may sell the

			property or lien for less than such total but not less than the fair market value of the property or lien.
Roads	Unanimous	Sts. & Hwy Code §1026(c)	County aid to road districts; order the expense of material for highway construction to be paid out of the county general fund.
Special Assessment Districts	4/5	Sts. & Hwy Code §§2808.5, 2808.6, 2808.7	There are several statutory special vote requirements related to special assessment districts. Please consult with County Counsel.
Special Purpose District	Unanimous	Gov. Code §26909, subd. (b)	Approve a unanimous request made by the governing board of a special district to replace an annual audit with another specified audit.
Streets and Highway	4/5	Sts. & Hwy. Code §942	Let County rent county equipment used in the maintenance and construction of county roads, when such equipment is not in use upon the roads under the jurisdiction of the Board, and arrange the rate of rental compensation, in keeping with the general conditions prevailing in the county in which transaction is made.
Streets and Highway	4/5	Sts. & Hwy. Code §969.5	Adopt a resolution that determines that the general county interest demands the improvement or repair of a privately-owned road.
Streets and Highway	4/5	Sts. & Hwy Code §1070	Determine that the public convenience and necessity demand the acquisition or construction of a new county highway or improvement, repair or maintenance of any existing county highway, and the expense of such new highway or the expense of improving, repairing, or maintaining such existing highway is too great to pay out of the road fund of the district (such as that the Board may adopt a resolution to make such acquisition or do such work and charge the expense to the county general fund, the road fund of the county, or the district fund of any district benefited).
Streets and Highway	4/5	Sts. & Hwy. Code §1627	Adopt a resolution that establishes a “county highway right of way acquisition revolving fund” for acquiring rights of way for county highway purposes through purchase or condemnation.
Streets and Highway	4/5	Sts. & Hwy. Code §§1680, 1686	Adopt a resolution that determines that certain activities are of general county interest and that county aid may be extended to cities for city streets.
Streets and Highway	4/5	Sts. & Hwy. Code §1700	Adopt a resolution that declares any highway located in whole or in part within a city to be a county highway for one or more of the following purposes: acquisition of rights-of-way, construction, maintenance, improvement, or repair.
Tax	4/5	Gov. Code §53724	Approve an ordinance or resolution that proposes a tax that is subject to approval by the voters pursuant to Government Code section 53722

Tax	4/5	Rev. & Tax. Code §7285	Approve ordinance proposing a transactions and use tax for general purposes.
Tax	4/5	Rev. & Tax. Code §7285.5	Adopt ordinance regarding a transactions and use tax for specific purposes.

Appendix B may be updated by the Clerk, after consultation with and the consent of the County Counsel, without a vote of the Board.

XIV. APPENDIX C. Request to Place Item on Board’s Agenda by the Public or Non-County Entities

- a) **Non-county entity (i.e., other governments, non-profit groups, or other interest groups):** Contact the Clerk of the Board of Supervisors (760-878-0373; boardclerk@inyocounty.us) to arrange for placement of an item on the next available or a future agenda. Approval of the agenda item will be granted by the Assistant Clerk of the Board, in consultation with the CAO and Board Chair. Board members may also bring these requests forward as a sponsor on behalf of the non-county entities. The name of the sponsoring Supervisor will appear in the backup material published as part of the agenda packets.
- b) **Individual members of the public and businesses:** Make requests directly to a County Supervisor (found [here](#)), who must agree to sponsor the item before it will be added to the agenda. Board members are asked to consult with the Board Chair and CAO, before forwarding the request to the Clerk of the Board. The name of the sponsoring Supervisor will appear in the backup material published as part of the agenda packets.
- c) The following information is required via email to the Clerk of the Board of Supervisors before the item will be added to the agenda:
 - *A brief description of the item to be discussed.*
 - *Is there a requested Board action, or is this item informational?*
 - *Is there a fiscal impact to the County?*
 - *Name of the person(s) who will be appearing before the Board to make the presentation.*
 - *Amount of time requested, including discussion and questions from the Board.*
 - *Preferred time of presentation, morning or afternoon.*

Morning is between 10 a.m. and 12:00 p.m.; afternoon is after 1:00 p.m.

NOTE: *An afternoon time may not be possible if the meeting will be finished before Noon.*

- *If the request is coming from an organization, please provide via email a cover memo on the organization’s letterhead addressed to the Inyo County Board of*

Supervisors describing in detail the request, expected Board action, and fiscal impact.

- *If handouts are to be provided or additional information at the Board meeting, you must provide this information via email to the Clerk of the Board of Supervisors, and at least 10 copies for public distribution*
- *If a PowerPoint presentation will be presented, please email it prior to the agenda deadline so it can be included in the Board's packet.*

XV. APPENDIX D. Publishing Deadlines of Inyo County's Newspaper of Record

Public hearings, ordinance adoption, and consideration and adoption of resolutions will be advertised according to law. Information necessary for the completion and posting of a notice will be forwarded to the Board Clerk in a timely fashion in order to meet the following publication deadlines for the newspaper legal section:

- **TUESDAY** – Deadline by 5 p.m. Friday
- **THURSDAY** – Deadline by 5 p.m. Tuesday
- **SATURDAY** – Deadline by 5 p.m. Thursday

Please note these deadlines are subject to change and may require earlier submission to accommodate federal holidays or other deadlines imposed by media outlets.



County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 8, 2022

FROM: Cathreen Richards

SUBJECT: 2021 General Plan Annual Progress Report

RECOMMENDED ACTION:

Request Board accept and provide comments on the draft Inyo County 2021 General Plan Annual Progress Report, and direct staff to forward the APR with any modifications to the State of California's Department of Housing and Community Development and Governor's Office of Planning and Research.

SUMMARY/JUSTIFICATION:

Government Code Section 65400 requires that local agencies prepare a General Plan APR. The purpose of the document is to report on the County's progress in implementing its General Plan. The document is being presented to the Board of Supervisors for its review and comment. Subsequently, it is intended to be submitted to the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

As indicated in the draft APR, the General Plan is the County's constitution and guiding vision. Upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis with its many planning projects, and strives to include the public in the decision-making process. The County participated in a variety of planning activities in 2021, as identified in the APR. The County continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

- Direct changes to the APR.
- Do NOT accept the APR.
- Return the APR to staff with direction.

OTHER AGENCY INVOLVEMENT:

State of California – OPR and HCD

FINANCING:

Resources to participate in annual State reporting requirements (such as the APR) are provided for by General Fund resources.

ATTACHMENTS:

1. 2021 Annual Progress Report

APPROVALS:

Cathreen Richards
Darcy Ellis
Cathreen Richards

Created/Initiated - 2/18/2022
Approved - 2/18/2022
Final Approval - 2/22/2022

General Plan Annual Progress Report 2021

County of Inyo



Prepared by the Inyo County Planning Department

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Appendix A Government Code Section 65400

Appendix B Housing and Community Development Department Annual Element
Progress Report Forms

I. Introduction

This report has been prepared pursuant to the requirements of Government Code Section 65400. Guidance for preparation of the report is provided by the Governor's Office of Planning and Research (OPR)¹.

The purpose of the document is to report on Inyo County's progress in implementing its General Plan. The document will be provided to the Planning Commission and Board of Supervisors for their review and submitted to the Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

Background

The County adopted a comprehensive update to the General Plan on December 11, 2001, and has amended the Plan on several occasions since. The planning process for the update took over four years, many public hearings and meetings, and substantial effort on the part of staff, the Board of Supervisors, the Planning Commission, local organizations and interest groups, and the general public.

The Plan replaced, reformatted, and/or updated a number of older General Plan Elements and other planning documents that had been adopted over the years. In addition to the many working documents, staff reports, and outreach materials, the Plan resulted in the following major documents that are utilized on a day-to-basis in the County's planning processes:

- General Plan Summary
- Background Report
- Goals and Policies Report
- Land Use and Circulation Diagrams
- Environmental Impact Report (EIR)

The Inyo County General Plan received awards of excellence from local chapters of the American Planning Association in 2001. The policy document and diagrams are available on the Planning Department's website at the following link:

<https://www.inyocounty.us/sites/default/files/2020-02/GP%20Goals%20and%20Policy%20Report%2012.2001.pdf>

Informational Document

This document is a reporting document, and does not create or alter policy. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

¹ General Plan Annual Progress Report Guidance. State of California, Governor's Office of Planning and Research, State Clearinghouse and Planning Unit. Revised July 11, 2007. Refer to https://www.opr.ca.gov/s_planningassistance.php

Organization

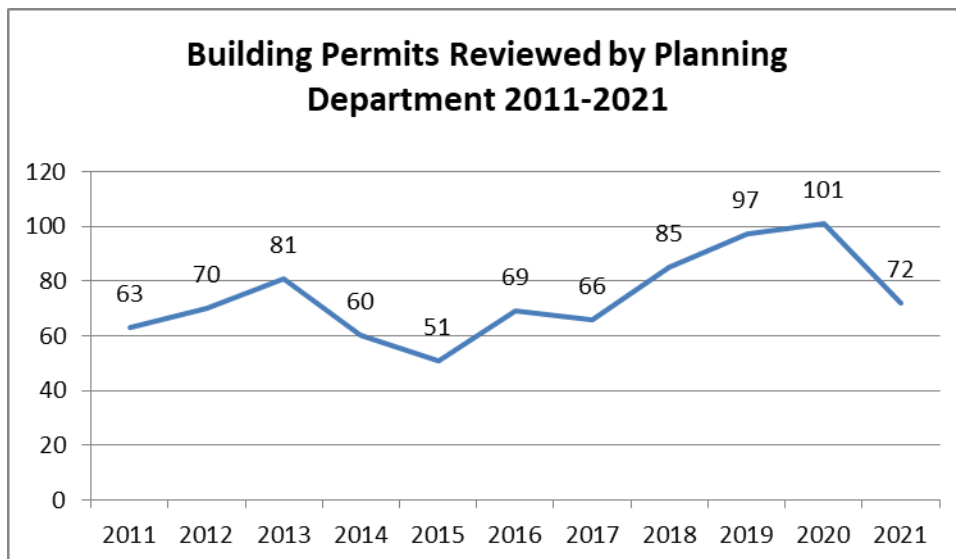
After this Introduction, a summary of projects and issues addressed over the last year is provided, and then each General Plan element is addressed. Following these topics, the County's planned General Plan and Zoning Ordinance update are addressed. Appendix A includes Government Code Section 65400. Appendix B includes the HCD reporting forms.

II. Plans, Projects, and Accomplishments

During 2021 the County processed numerous projects and participated in a variety of planning programs. The following summaries provide a brief overview of these projects and programs and are not intended to be exhaustive.

Building Permits

Seventy-two building permits were reviewed by the Planning Department for zoning consistency issues in 2021. This was less than in 2020, by 29 permits. Thirteen of these permits were for new housing units, 3 less than in 2020. Building permits were applied for 6 new single-family homes (three more than in 2020), and 2 new manufactured homes (8 less than 2020) and 5 accessory dwelling units (ADU) (2 more than 2020). Three Certificates of Occupancy (completed projects) were granted by the Building and Safety Department in 2021 for residential projects. Two were for manufactured homes and 1 was for an ADU.



Planning Permits

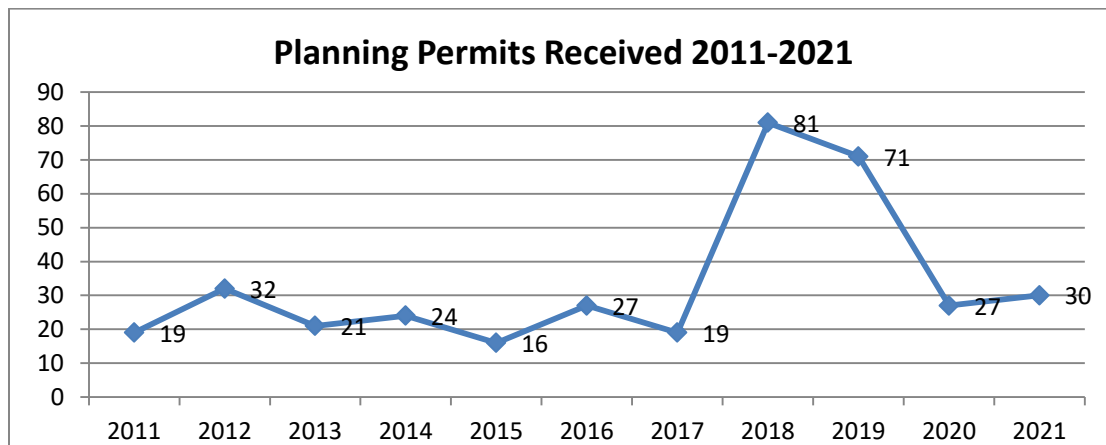
The Planning Department also processed a variety of landuse permits during 2021, including conditional use permits (CUP), variances, subdivisions, and associated environmental reviews. The breakdown in applications received is as follows:

- 12 Conditional Use Permits, and 1 Amendment (10 of the Conditional Use Permits were for Cannabis businesses)
- 3 General Plan Amendments

- 2 Zoning Reclassifications
- 3 Variances
- 6 Hosted Short Term Rental Permits
- 2 Zone Text Amendments
- 1 Renewable Energy Permit (solar)
- 2 Amendments to a Mining Reclamation Plan
- 3 Parcel Mergers

During the past year, the Planning Commission agendas included the following application types:

- 12 Condition Use Permits – 1 Amendment
- 3 General Plan Amendments
- 2 Zone Reclassifications
- 2 Zone Text Amendments
- 4 Variances
- 1 Renewable Energy Permit (solar)
- 2 Amendments to Mining Reclamation Plans
- 1 Mitigated Negative Declaration/Initial Study (MND/IS) (Bishop Airport)
- 1 CUP Violation
- 1 Mining Violation



In addition, the Planning Commission reviewed ordinances related to updating the County's regulations regarding second units and outdoor lighting and the 6th Cycle Housing Element Update. Of the projects reviewed by the Planning Commission, 4 projects were also presented to the Board of Supervisors. The Lone Pine Architectural Design Review Board reviewed 2 design review projects in 2021, as well.

Three more applications were reviewed by the Planning Commission in 2021 then were in 2020 (30 in 2021 and 27 in 2020). In 2018 and 2019 this number was quite a bit higher (81 and 71 respectively) due to the new short-term rental permits that came available in 2018. Since the first big wave of applications for the short-term rental permits the numbers have renormalized.

Projects Reviewed by the Planning Commission During 2021

In addition to the Ordinances reviewed by the Planning Commission, the following applications were reviewed by the Planning Commission and/or Board of Supervisors during the past year:

Conditional Use Permit-2019-16 /Inyo Face – Cultivation - The applicant requested a CUP for the cultivation of cannabis on an approximate 2.5-acre parcel located along the Old Spanish Trial Highway in the community of Charleston View, in southeast Inyo County. The project included the construction of an 18,504-sqft building for the growing, harvesting, dry and curing of cannabis plants. This project was applied for concurrently with a retail cannabis business to be located on a parcel directly north of the cultivation project. The Planning Commission approved the project.

Conditional Use Permit-2019-17/Inyo Face –Dispensary - The applicant requested a CUP to establish a retail cannabis store on an approximate 2.5-acre parcel located along the Old Spanish Trial Highway in the community of Charleston View, in southeast Inyo County. The project included the construction of a 1,355-sqft building to house the store. This project was applied for concurrently with a cannabis cultivation business to be located on a parcel directly south of the retail project. The Planning Commission approved the project.

Conditional Use Permit-2020-10/Desert Green - Distribution - The applicant applied for a Conditional Use Permit for a cannabis distribution facility in the community of Charleston View, in southeast Inyo County. The Planning Commission approved the project.

Conditional Use Permit-2020-11/Desert Green - Cultivation - The applicant applied for a Conditional Use Permit for a cannabis cultivation facility in the community of Charleston View, in southeast Inyo County. The Planning Commission approved the project.

Conditional Use Permit-2021-01/ Chief Farms – The applicant applied, and met the requirements, for a Conditional Use Permit near the community of Pearsonville, in southern Inyo County. The permit would allow, following approval from the Inyo Planning Commission, for commercial cannabis microbusiness on the property. The microbusiness would include the cultivation, manufacturing, and distribution of cannabis products. The Planning Commission approved the project.

Conditional Use Permit-2021-02/Variance-2021-02/Cook - The applicant applied for a Conditional Use Permit to allow for the cultivation of hemp. The applicant is also seeking a yard Variance, which would allow for hemp cultivation to occur within five feet of the property line. The project area was previously used as a garden and a lawn and is located near the community of Lone Pine. The Planning Commission approved the project.

Conditional Use Permit-2020-06/Pinnacle Cannabis – The applicant applied for a Conditional Use Permit for a cannabis microbusiness. The microbusiness use would include indoor cultivation, non-volatile manufacturing, distribution, and non-storefront retail delivery. The Project is located at 1550 Trona Wildrose Road, near the community of Trona. The Planning Commission approved the project.

Conditional Use Permit-2021-05/Cluff - The applicant applied for a Conditional Use Permit (CUP) to make the legally nonconforming “resort” use of the property conform to the Inyo County zoning code. The applicant applied for the CUP so he could expand the services provided by Cardinal Village Resort, near the community of Aspendell. No new construction was proposed. The Planning Commission approved the project.

Conditional Use Permit-2021-07/Graves - The Applicant applied for a conditional use permit to convert his garage, which was nonconforming to the required side yard setback, into a habitable space along with building an addition to connect the garage to the main house. Under County Code 18.78.250, “A nonconforming building shall not be enlarged, extended or structurally altered without submission of and approval by, the planning commission of a conditional use permit application.” The Planning Commission approved the project.

Conditional Use Permit-2021-08/Variance-2021-06 - & Variance-2021-07 -Andracki - The applicant applied for a CUP and two VAR to operate a commercial cannabis cultivation business located at 691 Desert Trail Way in the community of Charleston View. The Planning Commission approved the project.

Conditional Use Permit-2021-06/The Tree Farm - The applicant applied for a CUP for the cultivation of 8.5 acres of cannabis located at 800 Ekenberg Rd. in the community of Sandy Valley in southeast Inyo County. The Planning Commission approved the project.

Conditional Use Permit-2019-01/Shade Grown Farms Violation Hearing - On February 27, 2019 the Planning Commission, upon the recommendation of staff, approved a CUP for the applicant to operate a commercial cannabis cultivation operation at 140 Agate Drive in the community of Stewart Valley. The project proposal included growing cannabis plants of a variety of strains as well as processing the mature plants which entails drying, curing, trimming and packaging at the project site. The CUP was approved with several conditions, one of these being conformance with all applicable provisions of the County Code and State Regulations. The applicant failed to meet these conditions as construction to house the cannabis operations occurred with no building, electrical or plumbing permits, therefore, staff recommended the revocation of CUP. The Planning Commission revoked the CUP. An appeal has been submitted to the Board of Supervisors.

Violation Of Conditional Use-2007-05/Pruett Ballarat Inc. Hearing - The County was seeking an order to revoke the Conditional Use Permit and require immediate closure of all portals and reclaim site. The Planning Commission revoked the CUP. An appeal has been submitted to the Board of Supervisors.

Amendment To Reclamation Plan 96-12 - The applicant applied for an amendment to mining Reclamation Plan 96-12. The project proposed to expand mining operations at Keeler Pit MS #300 for continued maintenance of dirt shoulders in Inyo County. Approximately 300,000 cubic yards of material will be extracted from the site, over a 30 to 50-year timespan, in an 8.1 acre-expansion area. A Mitigated Negative Declaration of Environmental Impact was prepared and publicly noticed pursuant to the California Environmental Quality Act. The Planning Commission approved the project.

Amendment To Conditional Use Permit (Cup-1978- 09); Amendment To Reclamation Plan (78-02)/Twin Mountain Rock Venture LLC - The applicant applied for amendments to an existing mine site. The proposed amendments included updating the current plans for completing mining in the main quarry and extending mining operations to the northeast section of the property, away from US 395, in order to utilize the on-site cinder reserves. Approximately 10,714,286 cubic yards of material will be extracted from the site over a 100-year timespan. A Mitigated Negative Declaration of Environmental Impact was prepared and publicly noticed pursuant to the California Environmental Quality Act. The Planning Commission approved the project.

General Plan Amendment 2021-01/Inyo County – Housing Element Update - Staff prepared a draft 2021 General Plan Housing Element update. The update incorporated the requirements of new relevant legislation, the Regional Housing Needs Allocation (RHNA) stipulated by the State, an Affirmatively Furthering Fair Housing Section and new demographic information. This draft updated Housing Element is was provided for the Planning Commission’s review and recommendation to the Board of Supervisors for approval. The Planning Commission provided a recommendation that the Board of Supervisors to approve. The Board approved the project. Staff is still waiting for specific comments and language from HCD so it can be completed and re-approved.

General Plan Amendment-2021-03/Zone Reclassification-2021-03/W. Mcneal - The applicant proposed to change the Zoning and General Plan Designations on a property, located at 100 Tecopa Hot Springs Road in Tecopa, CA. The parcel was zoned Rural Residential with a 1 acre minimum (RR-1.0) and had the General Plan designation of Residential Rural High Density (RRH). The applicant requested the Zoning Designation of Highway Services and Tourist Commercial with a 1.5 acre minimum (C2-1.5); and the General Plan Designation of Resort/Recreational (REC). The applicant had operated a nonconforming short-term rental on the property and applied for a Zone Reclassification and General Plan Amendment to better match the surrounding commercial zoning designations and bring the existing use into conformance. There was no development proposed. The Planning Commission provided a recommendation that the Board of Supervisors to approve. The Board approved the project.

General Plan Amendment-2021-02/Zone Reclassification-2021-02/ 7/11materials Inc. - The

applicant requested a GPA and ZR to meet the requirements of the reclamation plan for the Adams Pit located near the Bishop Airport. The reclamation plan required this reversion to the original zoning and general plan designation for the mine to close. This project was exempt from CEQA. The Planning Commission provided a recommendation that the Board of Supervisors to approve. The Board approved the project.

RENEWABLE ENERGY PERMIT-2021-01/BARKER - The applicant is applied for a Renewable Energy Permit to construct a 2 megawatt (MW) photovoltaic solar facility using 5,400 fixed tilt or single-axis tracker solar panels. The project site is located on two 5-acre parcels that are highly disturbed with no natural vegetation or structures on site. The Planning Commission approved the project.

VARIANCE-2021-01/O’SULLIVAN - The applicant applied, and met the requirements for, a front-and-side-yard setback Variance to create an addition to the primary dwelling. The variance allowed the applicant/owner to more reasonably accommodate a second dwelling unit on the eastern side of the property. The property’s zoning designation (R2) allows for multiple dwellings. The property is located at 190 South Lone Pine Ave., in Lone Pine. The Planning Commission approved the project.

ZONE TEXT AMENDMENT-2020-02 ICC-RESCIND 18.78.340/SECOND UNITS - Inyo County’s Code, was out of compliance with State Laws related to Accessory Dwelling Units. Staff drafted a proposed ordinance to Amend the Inyo County Zoning Code’s Title 18.78.340 General Regulations - Second Units, to bring the County into compliance with State regulations. Planning Commission approved the project in late 2020. It was then brought back to the Commission because of an error.

ZONE TEXT AMENDMENT-2021-01/INYO COUNTY OUTDOOR LIGHTING - A draft outdoor lighting ordinance was prepared for the Planning Commission’s consideration of a recommendation to the Board of Supervisors for adoption. The Planning Commission approved the project. It is awaiting scheduling with the Board of Supervisors.

BISHOP AIRPORT HANGER – NEGITIVE DECLARATION – The Inyo County Planning Commission will considered the approval of a Negative Declaration/Initial Study (MND/IS) for the proposed Commercial Airline Service at the Bishop Airport, which would allow for the introduction of commercial service at the Bishop Airport by United Express. The Planning Commission approved the project.

Other Plans and Projects

The following discussion summarizes other projects which the County expended substantial efforts in 2021.

2021 Housing Element Update

The County’s General Plan Housing Element was due for an update in 2021. The County began preliminary work on the update during the fall of 2020. This included securing a Local Early Action Planning (LEAP) grant from the State. The County expended a tremendous amount of time and effort in updating its Housing Element to meet all of the new requirements. With

virtually no help, nor guidance from HCD (besides references to statutes), the County addressed the new legislation and struggled through the required new Affirmatively Furthering Fair Housing (AFFH) section. Currently, the County is waiting for HCD staff to send specific language that will allow the County to meet the requirements for the 6th Cycle Update. Once substantive comments and edits are received from HCD the Update can be completed.

Zoning Code/General Plan Update Housing Element

Once the Housing Element Update is completed, several updates to other sections of the General Plan and the County's Zoning Code will be necessary to implement the changes set forth in the Update.

Senate Bill 2 (SB-2) Planning Grant for Affordable Housing - SB2

SB2 was adopted by the State Legislature in 2017 to provide a permanent source of funding to help local jurisdictions provide affordable housing. In 2019, funding was directed at planning assistance that helps to achieve affordable housing goals. The grant funding was allocated by an "over the counter" non-competitive means to all eligible jurisdictions in the State. The county submitted an application for this funding. Since Inyo County is considered a 'small county' with regard to the SB2 funding allocations, the award was \$160,000. The County secured the SB2 grant and a contractor and began working on the project in fall 2020. The contractor and County identified parcels in the County that may be appropriate for re-designating for higher density residential use and the Draft Ad Min EIR has been prepared. Staff plans to complete the EIR during 2022.

Cannabis

In 2016, the California voters enacted Proposition 64, which permits and regulates recreational use of marijuana in California. Several statutes to regulate medical marijuana were passed in the 2015 legislative session – Assembly Bill (AB) 266 (Bonta, 2015), AB 243 (Wood, 2015), and Senate Bill (SB) 643 (McGuire, 2015) – becoming effective January 1, 2016. The County also included Advisory Ballot Measures G, H, and I in the 2016 election: Measure G inquired whether the voters support medical commercial cannabis businesses, H inquired whether the voters support recreational cannabis businesses, and I was for a tax on cannabis businesses. All three measures were decided in favor cannabis businesses and taxation. The County continues to monitor implementation of the legislation. The County worked throughout 2017 on cannabis regulations and adopted them in January 2018. In December 2018 the first Cannabis Business Licenses were awarded in Inyo County and subsequent CUPs began being processed in 2019 and continued into 2021.

Short-term Rentals

In 2006 the County determined that short-term vacation rentals are not permitted within the Residential Zoning Districts. The County began to investigate if this decision should be revisited, and if so, how it might proceed. During 2016, the Board conducted several workshops, and directed staff to begin public outreach. Public workshops were conducted in 2017 and Draft regulations were prepared. In February 2018 an ordinance was approved by the Board of Supervisors allowing for the short term rental of residential properties with proper permitting. The County began approving permits for short term rentals in April 2018. During 2019 staff reviewed the successes and issues related to short-term rental permitting. The results of this review were presented to the Board of Supervisors, along with suggestions to update the short-

term rental ordinance at 3 workshops. Based on public input and recommendations from the Board, updates to the short-term rental ordinance were prepared by staff and subsequently adopted by the Board. These changes included removing the availability of non-hosted short term rental permits.

Dark Skies – Lighting

In the 2002 update of the County's General Plan a policy relating to lighting was include, under the Conservation and Open Space Element - Visual Resources 1.6 Control of Light and Glare. It states: *The County shall require that all outdoor light fixtures including street lighting, externally illuminated signs, advertising displays, and billboards use low-energy, shielded light fixtures which direct light downward (i.e., lighting shall not emit higher than a horizontal level) and which are fully shielded. Where public safety would not be compromised, the County shall encourage the use of low-pressure sodium lighting for all outdoor light fixtures.* This policy was never implemented through the zoning code as language was never included in the County's zoning code for it. Due to interest from the community and members of the Board of Supervisors, County staff began a process to evaluate a possible lighting ordinance for the County. Three public outreach meetings and two Board workshops were held on the subject in 2018. The project continued into 2020, but with minimal attention due to Covid and lack of staff. This project was picked back up in 2021 and a Draft Ordinance has been completed. A recommendation from the Planning Commission has also been obtained. It is tentatively been scheduled for a February hearing with the Board of Supervisors for adoption.

Community Plans for Charleston View/Tecopa/Shoshone

Based on interest from local residents, the County embarked on preparation of Community Plans for Tecopa and Charleston View in Southeast Inyo County in 2015. Public meetings were conducted in both Charleston View and Tecopa in 2016 to kick-off the project and vision the Plan. In addition, background reports were developed for each planning area. Work continued on the plans in 2017 with visioning work. In December 2018 Draft Community Plans were presented to the communities of Charleston View and Tecopa. The Plans were well received with a few suggestions for minor changes. The County continued to try to identify and pursue grants for environmental analysis and implementation of the Plans during 2021.

Olancha Cartago Corridor Study – The County was awarded a Caltrans Sustainable Communities Grant to study a section of U.S. 395 that is currently planned to be bypassed as part of the Caltrans US 395 Olancha-Cartago four lane project. The Olancha Bypass Corridor Study (OBCS) will include both 1) a portion of US 395 from the current intersection of SR 190 northward to just past Cartago that is proposed to be relinquished to the County and 2) the portion of US 395 from the current intersection with SR 190 south to the southern end of the bypass that will become part of SR 190. Work began on the study in 2018 that included the first public outreach meeting. This project continued through and was completed in 2019. The county has continued to research grants and various programs to implement the opportunities identified in the Study.

West-wide Energy Corridors

This project, approved in 2009, involves numerous federal agencies led by the BLM. Pursuant to a settlement agreement, the federal agencies are conducting reviews of the approved corridors. In

2016, a Corridor Study and regional reviews were released. The County provided input regarding the Region 1 Review and continues to monitor the program. In 2019, the Region 5 Review took place. The county provided numerous comments on Region 5 as it spans the length of Inyo County along the I-395 corridor. The Region 5 review continued into 2020 and the County participated in stakeholder meetings and providing comments. At the end of 2020 the Draft Report was released. The County has prepared draft comments and sent them to the Agencies in early 2021. The County will continue to monitor and comment on the Regional Reports as they go through the process to adoption.

Redistricting 2021

Every 10 years, following the completion of the US Census, California's 58 counties are required to review and adjust the lines dividing their supervisorial districts to ensure that the population within each district remains approximately equal and that the districts are compliant with various state and federal laws. The County engaged in redistricting following the 2020 Census. This consisted of redrawing the County's Supervisorial District lines with an extensive public outreach component. There were a total of 9-public meetings addressing questions and taking comments regarding the redistricting process.

Haiwee Geothermal Leasing Area (HGLA)

A DEIS for the HGLA was submitted by the BLM for comments beginning in 2009 (Notice of Intent) through 2012 (DEIS). It evaluated five alternatives to address the potential environmental impacts of opening approximately 22,805-acres of BLM managed federal mineral estate for geothermal energy exploration and development and leasing and for three individual leasing proposals covering approximately 4,460-acres of federal mineral estate for geothermal energy testing and development. A supplement to the DEIS and proposed amendment to the CDCA Plan, was released in 2019. It was been prepared primarily to update both documents to be consistent with changes to landuse designations and resource management strategies based on the Desert Renewable Energy Conservation Plan (DRECP). The total area under review (22,805-acres) and proposed leases (4,460-acres) are exactly the same as what was previously evaluated. The County reviewed the supplemental document with regard to comments it sent in 2009 and 2012 and sent additional comments in 2019. The County continued to monitor possible implementation of the DEIS in 2021.

Owens Valley and Haiwee Pump-back Storage Projects

During 2019, Premium Energy Holding LLC applied to the Federal Energy Regulatory Commission (FERC) for preliminary permits to study hydro-electric pump back storage projects for the North Owens Valley, and Haiwee dam areas. A preliminary permit is issued for up to four years. It does not authorize construction, but it maintains priority of an application for license while the applicant studies the site and prepares to apply for a license. The applicant is required to submit periodic reports on the status of its studies. The preliminary permit it is not necessary to apply for or receive a license. Many comments have been submitted regarding these applications. The Owens Valley proposal does not appear to be moving forward and Haiwee is. The County continued to monitor this proposal in 2020, 2021 and will continue to do so in 2022 as well as and provide comments at each opportunity.

Mining

Pursuant to the Surface Mining and Land Reclamation Act (SMARA), the County continued its

oversight activities to encourage production and conservation of mineral resources while minimizing associated environmental impacts. Staff has continued to amend County policy as the impacts of changes to SMARA that were approved by the California Legislature and Governor in 2016 are continuing to be implemented. Staff is responsible for the inspection and administration of reclamation policy for approximately 79 SMARA mines. Staff has noted a continuation from last year of a general increase in activity at many of the County's local surface mines during 2019. The increase in mining activities in 2019 and 2020 continued into 2021. Also during 2021, many of the mines that were behind in fee payments were brought into compliance.

Brownfields Grant

In 2011 Inyo County entered into a Memorandum of Understanding (MOU) with Nye, Esmeralda, Lincoln, and White Pine counties of Nevada for the Environmental Protection Agency Brownfields Coalition Assessment Grant to conduct environmental site assessments and area-wide planning in support of renewable energy, transmission, and economic development in the vicinity of identified Brownfields sites. A subsequent grant was obtained, and the Coalition was expanded to include Esmeralda County. In 2018 the Duckwater Shoshone Tribe joined the Coalition. The County continued to participate in the Coalition during 2018. A site that was reviewed under a Brownfield grant funded Phase I environmental assessment in 2016 and a Phase II environmental assessment in 2017 was able to be successfully developed into a Grocery Outlet store with plans for the remainder of the property to be developed into the Inyo County consolidated office building. Also in 2018, a revolving loan and fund grant, applied for in 2017, was awarded to the coalition. The coalition completed updates to its website and to the Area Wide Plan. The county continued to participate in the Brownfields program during 2022.

Yucca Mountain Repository Assessment Office

Funding for development of the Yucca Mountain Repository was terminated by the Obama Administration, consequently eliminating the funding to all Affected Units of Local Government. Staff continues to monitor litigation and other activities. In 2016, the County reviewed and provided input regarding the Final Supplemental EIS for groundwater, which largely responded to the County's previous input. The County has continued through 2021 to support groundwater monitoring in its southeast area to provide data for the project and monitor the Yucca Mountain program.

Desert Renewable Energy Conservation Plan (DRECP)

The DRECP covers the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals. The DRECP planning area includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. The County has been participating in the project since the late 2000s, which was to have been a General Conservation Plan/Natural Communities Conservation Plan. In 2014, a phased approach was taken to the DRECP whereby the Bureau of Land Management's (BLM) Proposed Land Use Plan Amendment was separated out from the NCCP component. The Final EIS and Proposed Decision were released in late 2015, which the County protested. The County approved a Programmatic Agreement regarding cultural resources related to the Plan in early 2016, and reviewed BLM's recirculation of the Areas of Environmental Concern from the draft DRECP. The Record of Decision was issued later in 2016, which dismissed the County's protest and

implemented the BLM's DRECP components. In early 2017 the BLM published a Segregation Notice for mineral entry on California Desert National Conservation Land. The County provided comments on this action and continues to monitor DRECP activities. In February 2018 a Presidential Executive Order was noticed in the Federal Register instructing the BLM to begin a scoping process for possible amendments to the DRECP. The notice specifically requested comments on how land designations identified in the DRECP might affect the ability to develop solar, wind or other renewable energy resources. The County evaluated and provided comments to the BLM regarding this request. The county continued to monitor DRECP activities through 2021.

Tribal Consultation Policy

In response to input from the Big Pine Tribe, the County developed a draft Tribal Consultation Policy to guide its consultation efforts under Senate Bill 18 (Burton, 2004) and Assembly Bill 52 (Gatto, 2014). The County shared the draft Policy with local Tribes and conducted multiple workshops in 2015 and 2016. The County approved the Policy in late 2016, and invited the Tribes to consult regarding development of Tribe-specific agreements. The County continues to work with the Tribes on establishing good communications and possible Tribal-specific agreements.

Coso Hay Ranch Water Export Project

The County approved a project in 2009 that pumps water from the Hay Ranch in the Rose Valley to the Coso Geothermal plants at China Lake Air Weapons Naval Station. The County continued to monitor pumping activities in 2021.

Crystal Geysers Roxane Cabin Bar Ranch Water Bottling Plant Project

The CGR Cabin Bar Ranch Water Bottling Plant project proposes the construction and operation of a spring water bottling facility on a 34-acre site on the northeastern portion of the 420-acre Cabin Bar Ranch property, adjacent to the southern boundary of the community of Cartago and on the east side of US Highway 395. Approved in 2013, the project will pump 360 acre feet of groundwater per year. Project facilities include a 198,000-square foot water bottling plant containing four bottling lines and an associated 40,000-square foot warehouse facility. The County will continue to monitor implementation in 2021.

Crystal Geysers Olancho Bottling Plant Water Quality Investigation

The Lahontan Regional Water Quality Control Board is investigating unpermitted arsenic discharges from CGR's water bottling plant in Cartago. The County coordinated with the Water Board to conduct two public meetings regarding the investigation in 2016, as well as responding to the Grand Jury's findings regarding the issue. The County continues to monitor this situation.

North Sierra Highway Corridor/Specific Plan

In 2015, Caltrans selected the County and the City of Bishop for a grant to prepare a Corridor Plan for North Sierra Highway (generally between the Tri-County Fairgrounds and the Bishop Paiute Palace on the north side of Bishop) in 2015. The County, City of Bishop, and the Bishop Paiute Tribe worked with other interested parties in the Corridor to expand the scope of work to a Specific Plan, and the Eastern Sierra Transit Authority pledged to provide financial support to assist doing so. In 2016, the County and its partners selected a consultant to assist in the planning

process and convened an Advisory Committee to assist with coordination between the many participating agencies. Preliminary outreach commenced, existing conditions were assessed, and a visioning was initiated. A Charrette was conducted to brainstorm ideas for the Plan, and a draft Plan is anticipated in 2017. The Corridor Plan was completed in 2017. The specific plan has not been completed and staff will continue to look for grants to fund its completion. During 2021 the plan was consulted with to help Cal Trans with the Meadow Farms ADA project as the project area is within the North Sierra Highway Plan area.

Sol Smart

Through the Department of Energy's Sun Shot – Roadmap, Inyo County deployed a program to encourage small solar energy systems and energy efficiency for local residents and businesses. The County developed an expedited permitting process for small-scale solar energy systems and institutes a small-scale solar-friendly zoning ordinance. In cooperation with Southern California Edison (SCE), the County updated its General Plan to incorporate energy efficiency goals, policies, and implementation measures. Also in cooperation with SCE, the County has prepared an Energy Efficiency Revolving Loan Fund program, and is seeking seed funds to implement. Through these programs, Sol Smart, a program funded by the U.S. Department of Energy Sun Shot Initiative, has recognized Inyo County as second in the nation for taking important first steps to encourage solar energy for homes and businesses. The County is still participating in the Sol Smart program.

DWP Solar Ranch

The County is monitoring DWP's Solar Ranch proposal in the Southern Owens Valley, which intends to develop approximately 200 megawatts of photovoltaic. DWP issued a Notice of Preparation for the project in 2010, and the two locations and in 2013, DWP decided to develop a third site, located south of Independence. The County provided input regarding the Draft EIR for the project in 2013, and continues to monitor for any progress.

Zoning Code/General Plan Update

The County adopted a comprehensive General Plan update in 2001. One of the follow-up actions directed in the 2001 General Plan was to update the Zoning Code, which is a component of the Inyo County Code. Staff worked with Wildan in 2011 to prepare updated Zoning Code sections and incorporated the Planning Commission's and Board of Supervisors' input into a comprehensive Zoning Code update and prepared a related General Plan update. Staff received direction from the Board regarding several issues related to the update in 2014, including code enforcement, Digital 395, and special event permits. Environmental review is still awaiting funding.

Endangered Species Coordination

The County has been monitoring the US Fish and Wildlife Service's and the California Fish and Wildlife's endangered species listing work program. Most recently this included proposals for listing of various species of Joshua Trees.

Property Assessed Clean Energy Program (PACE)

During 2016 and 2017, the County evaluated the feasibility of participating in PACE, which provides alternative financing homeowners and businesses for renewable energy, energy

efficiency, and other authorized improvements. PACE providers are coordinating with the Tax Collector and Auditor to assist in determining if the County should proceed.

Inyo County Consolidated Office Building

The County continued, in 2019, to work towards developing a consolidated office building to house multiple departments currently located in various facilities throughout Bishop. The proposed consolidated office building will house County Counsel, the District Attorney office, the Public Guardian, Health and Human Services, Waste Management, Motor Pool, Building and Safety, Parks and Recreation, Personnel, Information Systems, Sheriff, and Probation, and possibly an Adult Education Center. The County has been considering a consolidated office building for about 20 years. In 2018, the Chair of the Board signed an agreement with a developer who will design and build the consolidated office building. A lease agreement was entered into and ground breaking for the project was spring 2020 with completion expected in 2021. On July 1, 2021 the Consolidated Office Building was issued a Certificate of Occupancy and the various County offices were moved in over a period of three weeks through the month of July 2021.

2020 Regional Transportation Improvement Program

This project involves the development and selection of transportation projects that are then programmed in specific amounts and program years for the next five year funding cycle. The development of this program requires local and regional coordination. The program was approved by the Inyo County Local Transportation Commission in November 2021, and will be submitted for inclusion in the Statewide Transportation Improvement Program (STIP). The STIP has been implemented on an ongoing basis by Caltrans, County, and City of Bishop. Going into 2022 the construction phase of the 395 Olancha Cartago 4 Lane Project has begun and therefore the project has been removed from the RTIP. Although there is a lack of proposed funding within the 2022 STIP, the Inyo County LTC has continued to prioritize the Tri-County (Kern, Mono, Inyo) MOU projects with the next in line being the SR 14 Freeman Gulch Segment 2 Project. The 2022 RTIP advances P,S&E & construction phases of the Lone Pine Town Rehab Project and the East Line St. Bridge Project. The Inyo County 2022 RTIP has been supplemented with \$1.757 million of Federal COVID relief funds.

South Lake Road Reconstruction

This project was voted (approved) by the California Transportation Commission in October of 2019. This project will reconstruct South Lake Road between SR 168 and South Lake and add bicycle lanes on the lower 2.1 miles of roadway. The County, in partnership with the Federal Highway Administration, completed a review of this project under the California Environmental Quality Act and the National Environmental Policy Act. The Design component of this project was initiated in 2017. It went to bid in the fall of 2019. The contract was awarded in January 2020 and is on schedule to start construction in spring 2020. The project was completed in 2020 with minor close-out paperwork currently in progress. The project was completed by the Federal Highway Administration in 2020. It suffered a major pavement failure prior to opening in the spring of 2021. Although brand new, the FHWA offered no warrantee and the project required significant Public Works efforts and funds to fix and repair prior to opening for the summer 2021 season.

Regional Transportation Plan (RTP)

This project involved the development and selection of transportation projects that are then eligible to be programmed in specific amounts and program years in the Regional Transportation Improvement Program. The RTP is intended to be a fiscally constrained planning document for the 2019-2039 period. The RTP is updated every four years. The development of this plan required local and regional coordination. This plan was approved by the Inyo County Local Transportation Commission (ICLTC) in October 2019. The ICLTC has hired a consultant to complete the 2023 RTP update

Inyo County Active Transportation Program Plan

Inyo County, with a consultant, drafted an Active Transportation Program (ATP) Plan and held public outreach meetings. The 2015 ATP was released for public review and comment and then approved by the Inyo County Local Transportation Commission in April 2016. The 2015 ATP Plan includes:

1. Bicycle Element – an update of the 2009 Inyo County Collaborative Bikeways Plan;
2. Pedestrian Element – this describes existing facilities, examines past accident records, estimates the current number of pedestrians, lists and prioritizes potential projects, and identify funding sources;
3. Recreation Trails Element – this identifies areas where there are deficiencies in motorized and non-motorized recreational trails, lists and prioritizes potential projects, estimates the number of users for a given trail segment, and describes how the projects provide for the viewing of points of interest; and
4. Safe Routes to School Element – this section creates Safe Routes to Schools maps for all areas in Inyo County and updates the Safe Routes to School maps for schools inside the City of Bishop.

In 2018 Inyo County submitted applications for several competitive ATP Cycle 4, 2019 Grants. One of the three submissions was successful. The California Transportation Commission awarded funding for the “Lone Pine Sidewalk Construction and ADA Improvement Project.” During the 2020 ATP grant cycle, the City of Bishop submitted application, and Caltrans District 9 submitted an application, but neither application was successful. The 2020 ATP grant program was ten times over-subscribed and highly competitive. Inyo County LTC staff are currently identifying projects to try and find a competitive concept for the next ATP cycle.

Eastern Sierra ATV Adventure Trails System Project

The County certified an EIR for this project in early 2015, which included potentially up to 38 combined-use routes on County roads for Off-highway vehicles. The Board approved seven of the routes for a pilot program, three of which opened in the summer of 2015. The County reached an agreement with the City of Los Angeles Department of Water and Power (DWP) to open the remaining four routes in December 2016. The pilot program is designed to test the extension of combined use routes from the existing law’s three mile limit to a longer ten mile limit. An update hearing before the Board of Supervisors was held in December and a final report was sent to the California Legislature in December as required by the law. The Legislature has extended the pilot program for another five year period now expiring January 1, 2025.

Local Road Safety Plan (LRSP)

The Local Transportation Commission (LTC) received in 2020 a grant to complete a local road safety plan. The 2022 cycle of Highway Safety Improvement Plan (HSIP) grants will require an LRSP as a pre-condition. The LTC, with a recently approved consultant, will develop this safety document to identify potential highway safety improvements in the City of Bishop and County of Inyo

Highway Safety Improvement Plan (HSIP)

Inyo County Public Works received an HSIP grant to add fog-line and center-line striping at various locations throughout southern Inyo County. This striping work is complete. Public Works has applied for and received another HSIP grant to replace the Onion Valley Road guardrail. This project is entering design in FY '21-'22.

Environmental Assessment/Initial Study for the Proposed Commercial Airline Service at Bishop Airport

Inyo County and On-Call Environmental Services consultant Environmental Service Associates completed two environmental documents analyzing the impacts of the proposed introduction of commercial air service. The County received a grant from the Federal Aviation Administration (FAA) for costs associated with the federal document. A Finding of No Significant Impact / Record of Decision was issued for the proposed service by the FAA on August 12, 2021, and the Inyo County Planning Commission approved a Negative Declaration on July 28, 2021. The FAA issued a Class I Operating Certificate, pursuant to CFR Part 139, on September 1, 2021. Scheduled commercial passenger service to the Bishop Airport by United Express (operated by Skywest) began on December 19, 2021.

Inyo-Mono Integrated Regional Water Management Plan (IRWMP)

The ICWD participates in this collaborative body made up of public, private and not-for-profit entities. MOU signatories include Inyo and Mono counties, the town of Mammoth Lakes, tribes, water districts, and community service districts. The group consists of 34 voting members. The mission of the Inyo Mono Regional Water Management Group (RWMG) is to “To research, identify, prioritize, and act on regional water issues, and related social and economic issues, so as to protect and enhance our environment and economy.” A Phase II Inyo Mono IRWMP was completed in 2012, which was revised in 2014 and again in 2019.

In January 2016, DWR awarded the Inyo-Mono IRWMP \$1,816,943 for various projects in the region, including funding of \$280,234 to Inyo County for a project titled “Recycled Water for Restoration and Community Projects in Big Pine” The project proposed using treated wastewater to supply irrigation for an unaccomplished LADWP mitigation project east of town. In trade, an equal supply of fresh water to be delivered to re-green an abandoned field on Main Street that had been used as pasture.

The feasibility study and engineering design was completed in 2019, and a CEQA draft Initial Study was produced along with a cultural resources survey. The survey identified significant cultural resources at the project site. Additional archeological work would be required to advance the project. This work was beyond the scope of the grant, with costs that far exceeded the grant funding. The project cannot proceed without new funding to complete the additional

archeological work and environmental reporting. Additionally, LADWP withdrew their support citing concerns related to installing below-ground irrigation and the use of treated effluent on their land. LADWP also alleged the project amounted to a gift of water, which is prohibited by the City Charter.

Inyo/Los Angeles Long Term Water Agreement

The Inyo/Los Angeles Long Term Water Agreement (Agreement) is settlement to CEQA litigation between the County and Los Angeles concerning the operation of Los Angeles's second aqueduct. The Agreement requires Los Angeles to manage surface water and groundwater so as to avoid any significant adverse impacts that cannot be acceptably mitigated and to provide a reliable supply of water for Inyo and Los Angeles. Activities conducted by the County and Los Angeles include annual planning of water management activities, implementation and monitoring of mitigation projects, monitoring of habitat and hydrologic conditions, and evaluation of current conditions relative to the Agreement's goals.

Specific activities undertaken during 2021 included continued monitoring of hydrologic and environmental effects of LADWP's test of well 385 near Fish Slough and completion of technical reports describing the results of that test. An evaluation of conditions and potential modifications to the McNally Ponds and Native Pasture project in the Laws area was commenced in 2021. Inyo and Los Angeles implemented several adaptive management measures in the LORP including revised flows in the delta habitat area and substantially revised the wetland management procedures in the Blackrock waterfowl management area according to an Interim Plan developed by Inyo and Los Angeles. Staff also implemented new monitoring programs to assess the effects of these measures. These programs are discussed in greater detail below. The development of enhanced biological monitoring at certain mitigation sites and implementation of a Type-D study of willow and cottonwood development in riparian areas of the Owens Valley continued. A significant effort is to conduct ongoing monitoring of phreatophytic vegetation and hydrologic conditions on Los Angeles's land throughout the Owens Valley floor.

Lower Owens River Project (LORP)

The LORP is a mitigation project under the Long Term Water Agreement with the Los Angeles Department of Water and Power (LADWP). The project is compensatory mitigation for impacts considered difficult to quantify or mitigate directly. Fourteen years into the project, the goals of the LORP – to establish a healthy, functioning ecosystem for the benefit of biodiversity and Threatened and Endangered species are in part being met. An evaluation of the progress of the LORP can be found in the 2020 LORP Annual Report: https://www.inyowater.org/wp-content/uploads/2020/01/2019_DRAFT_LORP_ANNUAL_REPORT-reduced-1.pdf).

In the LORP, the river-riparian areas have greened up considerably since the project was implemented in 2006, but the rate of development of a willow and cottonwood forest has been far below projections. Instead of the expected doubling of tree canopy, the project area has experienced a net reduction in acres of forest canopy. Riparian trees provide habitat for specific bird species, many who have not been found in the project area, and whose presence is an indicator of project success.

Bulrush and cattails have filled in wetlands and ponds, and have greatly diminished the amount of open water in the project area. Emergent vegetation continues to limit recreational access, encroaches upon ranch pasture, and occupies land where tree willow might otherwise be established.

In the river, the combination of warm water and high flows, which stir up accumulated organic material, can cause a decrease in dissolved oxygen. On numerous occasions this situation has led to fish kills. Flows were less variable than in previous years and no water quality impacts to the fishery were noted in 2020. Poor water quality will likely be a permanent concern for LORP management.

Surveys completed in August 2018 found a significant increase in populations and spread of the noxious weed *Lepidium* due to flooding in 2017. A weed survey in 2020 found that the spread of *Lepidium* has somewhat stabilized, but that tamarisk had become abundant in areas that have been previously cleared. ICWD and Inyo/Mono Agricultural Department are engaged in cooperative planning to control further spread of weeds in the LORP.

In response to a 2019 LORP evaluation, changes have been made to reduce flows into the Delta Habitat Area during the growing season—this to limit the growth of emergent vegetation and improve habitat for waterfowl. Another reaction to the evaluation is a study of trees in LORP—in an attempt to understand how they established and what we might do to encourage new tree recruitment. Average annual flows will still comply with legally mandated limits.

Inyo and LADWP are revising the plan for the Blackrock Waterfowl Area (BWMA). Early on in the project, the BWMA hosted substantial numbers of birds, but over the years the area has become less ecologically productive. Changes in water management are proposed that will discourage the growth of emergent vegetation that has crowded out open water. The new, 5-year interim plan would require agreement of the MOU parties and could be implemented as soon as the fall of 2021.

Owens River Water Trail (ORWT)

Owens River Water Trail would open up more than 6 miles of river channel east of Lone Pine for recreational canoeing, kayaking, and paddle boarding. The County has been awarded two grants to construct the ORWT; \$500,032 from the California Natural Resources Agency (CRA), and \$110,000 from California Division of Boating and Water. These funds would pay for design, engineering, and permitting for improvements at the launch and take-out facilities. LADWP funded the development and production of an EIR, which was completed in 2019. The CEQA document will be certified as soon as the terms for a long-term lease with LADWP are known. The lease will allow the development of water entry and exit points that are located on LADWP owned lands.

Mitigation Projects

One of the key roles of the ICWD is to assist with, monitor, and report on the implementation and ongoing management of 64 Environmental Projects and Enhancement/Mitigation Projects, which are LADWP obligations in the Owens Valley. These mitigation projects include civic improvement, revegetation, wildlife enhancement, habitat recovery, and the LORP. These

projects are mitigation measures adopted by LADWP in the 1991 EIR; projects that are provided for in the 1997 MOU; and projects developed subsequently. If mitigation goals are not being met, or projects are not being managed as stipulated, or simply not being implemented, the ICWD works with the LADWP and MOU parties to either help implement or modify the project. The full list of these projects and their status, as well as other useful information can be found in the Inyo County Water Department's webpage www.inyowater.org/mitigation.

In 2020, Los Angeles and the County worked on a joint assessment of the status of mitigation projects and other activities mandated under the Agreement. Inyo County and LADWP agreed on the status of all but two of the mitigation projects (Five Bridges revegetation, and the LORP), and one of the other mandated commitments (Haiwee Reservoir). In Inyo County's assessment, 48 projects were either complete, or they were implemented and ongoing, and 16 projects were either implemented but not meeting goals or not fully implemented. Other revegetation mitigation projects claimed complete by LADWP are being assessed and evaluated by the County.

A focus of upcoming work will be the development of scientific studies to assess habitat related projects—to determine if changes in management can improve conditions. As well, the County and LADWP are investigating moving the ponds portion of the McNally Ponds and Native Pasture Project from the McNally Ditch, where the water supply is both unreliable and/or prone to creating drawdown impacts, to an area just below Farmers Pond, where upstream water resources might allow reliable annual operation of substitute ponds in an environment more favorable to waterfowl and conducive to habitat development.

Sustainable Groundwater Management for the Owens Valley (SGMA)

The Sustainable Groundwater Management Act of 2014 (SGMA) requires that local Groundwater Sustainability Agencies (GSA) manage groundwater basins in California. The Owens Valley Groundwater Basin (Basin) includes Owens, Chalfant, Hammil, and Benton valleys, and originally, Inyo County, Mono County, City of Bishop, and the Tri Valley Groundwater Management District were designated as individual GSA's. In 2018, the four agencies withdrew as GSA's to allow the Owens Valley Groundwater Authority (OVGA) to become the exclusive GSA for the Basin. Seven additional community service districts also elected to become members of the OVGA. A grant was acquired and consultant selected to develop the Groundwater Sustainability Plan (GSP) for the Basin in late 2019. The Basin initially was designated as medium priority which requires that groundwater must be managed by a local GSA in accordance with an approved GSP. Work to prepare the GSP by staff and the consultant, Daniel B. Stephens and Associates, began in earnest in early 2019. The A Basin boundary adjustment to remove the Starlight area triggered a re-evaluation of the Basin priority by the Department of Water Resources which released a draft report in April 2019 designating the Basin as low priority. Under SGMA, low priority basins are not required to be managed by a GSA. Following several months of uncertainty, the OVGA decided that regardless of the basin status, the agency should proceed with development of the GSP. The designation of the basin as low priority was finalized in December 2019. Four agencies subsequently decided in 2020 to withdraw from the OVGA. Additional changes to the OVGA composition occurred in 2020 when the Owens Valley Committee (a local environmental group) and the Lone Pine Paiute Shoshone Tribe were added as Interested Parties.

Work on the GSP accelerated in 2020, specifically the components to acquire existing hydrologic data, describe the basin hydrology, water balance, groundwater dependent ecosystems, and hydrologic conceptual model, prepare draft sustainable management criteria, develop an online hydrologic database management system and website, and adoption of a mission statement and public engagement plan. Consultant work products for the GSP were presented at regular OVGA meetings and discussed at several evening workshops in 2020 and 2021. Unfortunately, due to coronavirus (COVID-19) pandemic restrictions, the OVGA was prevented from conducting the public process to engage stakeholders in-person as intended. The OVGA Board meetings and stakeholder meetings are public and were migrated to a virtual format successfully. In Benton, Hammil and Chalfant valley, internet access is relatively poor, and the OVGA resorted to a slower and higher cost direct mailer to reach residents in those communities.

An administrative draft of the GSP was prepared in August, 2021, and a public review draft was released for a 45 day public comment period. The final GSP including responses to public comment was adopted by the OVGA on December 9, 2021. The Basin was divided into three management areas, Tri-Valley/Fish Slough, Owens Valley, and Owens Lake based on the differing hydrologic characteristics of each area. Tri-Valley exhibits chronically declining water levels. Water levels in the Owens Valley and Owens Lake fluctuate but do not exhibit declining trends. Sustainable management criteria and management actions in the GSP reflect the desire to avoid negative results in the Owens Lake and Owens Valley areas. In Tri-Valley, the management actions prescribe a path to address identified data gaps and to seek funds to develop numerical groundwater models necessary to make informed decisions to address the declining water levels. Given the low priority status, implementation of all or parts of the GSP is at the discretion of the OVGA.

Local Agricultural Study

The Agriculture Department worked with a consultant to complete a study aimed at quantifying the value of local agriculture to our economy. This study was completed in 2017 and provides more in-depth analysis than the gross production value that is presented in the annual Crop and Livestock Report. Areas of analysis include comparison to other local industries, valuation of industries reliant on or linked to agriculture, economic ties between Inyo and Mono Counties, number of jobs maintained by this industry, economic contributions by crop and land ownership, a valuation of taxes generated by this industry, and estimated value of ecosystem services provided by agricultural producers. This report continues to provide valuable information to the County.

The Agriculture Department also continued the continuing education program in 2021, but later than normal and via zoom due to Covid. The Eastern Sierra Weed Management Area and Owens Valley Mosquito Abatement Program divisions fully implemented a GIS based electronic field monitoring and reporting system that will help to provide more efficient and effective survey, treatment, and reporting of field operations.

Cannabis

The division began inspections of cultivation sites and continued inspections of retail locations. Various changes were made to the Inyo County Code in relation to cannabis with the input of

industry and other county departments with the intention of improving and streamlining processes. The division also implemented a licensing system to integrate application review, renewals, taxes, and other processes into one system.

III. General Plan Elements

The General Plan details the County's guiding principles for a variety of planning topics and is the roadmap for future development. California Government Code Section 65300 et seq. provides direction and specifications for the content of the General Plan. The following seven elements are required:

- Land Use
- Circulation
- Conservation
- Open Space
- Noise
- Safety
- Housing

The elements may be combined or renamed, but basic requirements must be included. An agency may adopt any type of optional element, such as an Economic Element, at its discretion. Only the Housing Element must be certified by another agency (i.e., HCD), although the State Geologist and CalFire provide some oversight of other aspects.

The Inyo County General Plan consists of the following Elements:

- Government
- Land Use
- Economic Development
- Housing
- Circulation
- Conservation/Open Space
- Public Safety

Subtopics are included in the elements to meet California's requirements. The following sections address implementation for each of the County's General Plan Elements.

Government Element

The Government Element includes the following goals (i) promoting consistency of other agencies' actions with General Plan (Goal Gov-1), (ii) encouraging collaborative planning and public participation (Goal Gov-2), (iii) increasing private land ownership (Goal Gov-3), (iv) guiding federal land actions and encouraging economic development (Goal Gov-4), (v) protecting and developing water resources (Goal Gov-5), (vi) preserving and expanding agriculture (Goal Gov-6), (vii) enhancing opportunities for recreation, including for off-road vehicles, hiking, and biking (Goal Gov-7), (viii) encouraging improved management of wildlife and fisheries (Goal Gov-8), (ix) promoting exploration, development, and reclamation of mineral resources (Goal Gov-9), (x) balancing energy development (Goal Gov-10), and (xi) enhancing

transportation and preserving access (Goal Gov-11)

To achieve these goals, the County has continued dialogue with local, regional, State, and federal agencies on a variety of projects, as discussed elsewhere in this report, thereby continuing the previous coordination efforts with other agencies. The County constantly strives to ensure collaboration between national, California, and regional agencies as required by federal, State, and local regulations. The County works to make such agencies aware of County programs and policies and bring their actions into conformance with the General Plan. During 2018, the County worked with the US Forest Service, BLM, the US Fish and Wildlife Service, the National Park Service and other state and federal agencies in regional planning efforts affecting Inyo County resources.

The County also involves citizens, Native American tribes, and public interest groups in the planning process whenever feasible. Staff works to ensure that the public is made aware of all planning projects through mailings and notices in the newspaper to allow for their participation. Routine feedback and public input is requested, and the County's website is maintained to provide for current up-to-date information regarding planning issues.

Land Use Element

The Land Use Element guides County land use policy and insures that appropriate development takes place, with adequate provision of public services and utilities. Land use designations are specified, defined, and mapped in the Land Use Diagrams. The land use designations roughly correspond to the County's zoning districts. Public services and utilities are also addressed in the Land Use Element. Development in and around existing towns is encouraged, which is where most building permits are issued.

Potential impacts from new development are assessed under CEQA. Additional conditions of approval and mitigation may be required if deemed necessary to provide for issues such as screening, habitat conservation, parking, and noise-reduction, or otherwise address issues per the General Plan's direction.

Economic Development Element

The Economic Development Element works to support long-term efforts to improve economic conditions for all County residents, and addresses tourism, natural resources, and retail sales. Towards these ends, the County has continued to promote access to public lands and limit any new restrictions being planned. Promotions regarding Inyo County in major population centers elsewhere in the State (including at the State fair) are carried out. Filming opportunities are exploited, and several dramatic locations were featured in film, television, and other venues in 2021.

Housing Element

The Housing Element works to provide housing for all of the community, and addresses the needs of specified populations. In 2014, the County updated the Housing Element, which was certified by HCD. Preliminary data indicate that in 2021 thirteen new units were applied for, and

that construction began on a significant number of the new units, and 3 units obtained certificates of occupancy.

The County continues to work with service providers to provide for the needs of lower- income households, the disabled, and other special needs populations, per the direction provided by the Housing Element. The County is also working to update the Zoning Ordinance, which incorporates new State zoning requirements regarding housing.

Circulation Element

The Circulation Element addresses a wide variety of topics, including roads, scenic highways, public transportation, bicycles and trails, railroads, aviation, canals, pipelines, and transmission cables. These planning programs prioritize improvement to achieve implementation measures for roadway repaving and reconstruction projects.

As discussed previously, projects are reviewed to minimize impacts, provide for parking, reduce vehicle trips, and optimize transportation access. Continuing improvement in telecommunications infrastructure provides opportunities for telecommuting and economic development, and Digital 395 provides an excellent opportunity for telecommunications enhancements locally. The County continues to work with Caltrans regarding the Olancho-Cartago Four-Lane project and is seeking ways to implement the strategies identified in the corridor study prepared for the area proposed to be abandoned.

The Adventure Trails project works to provide access and encourage economic development. Viewshed issues along scenic highways are also addressed, as they may apply. The County continues to encourage the Forest Service and other federal agencies to address local concerns regarding appropriate motorized transport on federal lands and to otherwise maintain and improve access.

The County continues to work with and support ESTA to implement transit service throughout the County and beyond. The Short Range Transit Plan completed in 2016 and the Roles and Responsibilities Analysis started in 2010 implement the General Plan's direction to support and promote public transit and accessibility. In 2016, the County approved the Inyo County Active Transportation Plan (ATP), which includes bicycles, pedestrians, safe-routes-to-schools, and recreation trails. An update to the Regional Transportation Plan (RTP) is required every four years. The latest update was scheduled, completed and approved in 2019.

The County worked with the City of Bishop, Caltrans, and other local stakeholders to implement the Collaborative Bikeways Plan, which was adopted in 2008. This project implements the Circulation Element's bicycle goals, policies, and implementation measures. As discussed above, the Inyo 2016 ATP built upon and incorporated the policies and goals set forth in the 2008 bikeways plan. Continued coordination with LADWP, the Forest Service, and the BLM ensures appropriate trail maintenance and access to public lands.

The County continues its planning efforts towards commercial air service at the Bishop Airport. The County continues working on improving other airports in its jurisdiction by seeking grant funds and coordinating with Caltrans and the Federal Aviation Administration. The Bishop

Airport layout plan and narrative was also completed and sent to the FAA for review and approval in 2019. Work continued throughout 2020 on the project and scheduled commercial passenger service to the Bishop Airport by United Express (operated by Skywest) began on December 19, 2021.

Conservation/Open Space Element

The Conservation and Open Space Element works to provide for resource management, open space for recreation, and park development. Inyo County's Open Space Element includes sections on soils, agriculture, minerals and energy, water, biology, cultural (i.e., archaeology), visual, and recreation.

The County continues its programs to support agriculture and ranching. Mineral resource development is encouraged, and the County reviews projects to ensure compliance with SMARA and other regulations. As discussed above, the Planning Commission continues its work providing oversight for reclamation plans, and staff inspected about 80 mines in 2021. The County is working with State and federal agencies to encourage appropriate mineral production.

The Environmental Health Department provides oversight and permitting for potable water and wastewater treatment systems in order to manage and improve water quality. Individual projects are reviewed to ensure that they do not adversely impact groundwater quality or quantity. Work on the LORP and other enhancement projects improve surface water quality through biological filtering. Water transfers are reviewed to minimize environmental and economic effects. Potential impacts on biological, cultural, and visual resources are analyzed for projects and programs through environmental review processes. Architectural Design review in Lone Pine is carried out to ensure compatibility. The County continues to work to improve its parks and provide access to federal lands.

Public Safety Element

The Public Safety Element works to reduce hazards regarding air quality, floods, avalanches, wildfires, geology and seismicity, and noise. The County continues to cooperate with DWP to reduce dust from Owens Lake, and evaluates air quality issues for major discretionary projects. Building permits and other development proposals are reviewed for flooding, fire, avalanche, and faulting hazards. The County continued its work on a Hazard Mitigation Plan in 2017 and it was approved by FEMA in December 2017. In September 2018 the County's General Plan Public Safety Element was amended to add by reference the Hazard Mitigation Plan. Incorporating the MHMP into the General Plan is beneficial to the County as it adds identification of potential hazards, analysis, and mitigation language to the General Plan; and, it opens up more potential funding opportunities to the County in the event of a disaster.

IV. General Plan and Zoning Code Update

The County comprehensively updated its General Plan on December 11, 2001. One of the follow-up actions was to update the County's Zoning Code per the direction provided in the General Plan. During the past several years staff has been working to update the Zoning Code and conducting workshops on proposed changes with both the Planning Commission and the

Board of Supervisors. As a result of those changes to the Zoning Code, related changes to the General Plan are being considered to maintain consistency between the two documents.

During 2013, staff held numerous meetings with stakeholders and public workshops throughout the County to provide information, and receive input and feedback on the updated general plan and zoning code update. Results of the stakeholder and public outreach were presented to the Planning Commission in late 2013 and to the Board of Supervisors in early 2014. Staff is incorporating the results of public outreach, as well as comments from the Planning Commission and Board of Supervisors, and working to conduct environmental review in 2022.

V. Conclusion

The General Plan is the County's constitution and guiding vision. Due to the world's ever-changing nature, upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis in its many planning projects, and strives to include the public in the decision-making process.

The County provided leadership and participated in many planning activities in 2020, as identified in this report. It continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures.

Appendix A

Government Code Section 65400

(a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583.

The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.

The report may include the number of units that have been substantially rehabilitated, converted from nonaffordable to affordable by acquisition, and preserved consistent with the standards set forth in paragraph (2) of subdivision (c) of Section 65583.1. The report shall document how the units meet the standards set forth in that subdivision.

(C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(b) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and

county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

Jurisdiction	County - Unincorporated	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	04/30/2021 - 04/30/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	0	0	0
2 to 4	0	0	0
5+	0	0	0
ADU	0	0	0
MH	0	0	0
Total	0	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	13
Number of Proposed Units in All Applications Received:	13
Total Housing Units Approved:	3
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas



County of Inyo



County Administrator - Information Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 8, 2022

FROM: Scott Armstrong

SUBJECT: Aumentum PTMS Hosting and Managed Services

RECOMMENDED ACTION:

Request Board: A) declare Manatron, Inc. (Aumentum Technologies) of Niagara Falls, NY a sole-source provider of property tax management system (PTMS) software; B) approve the Application Hosting Services Agreement Schedule CA2012.004-SCH202 between the County of Inyo and Manatron, Inc. (Aumentum Technologies) of Niagara Falls, NY for the provision of Aumentum PTMS application hosting and managed services in an amount not to exceed \$8,000 for one-time hosting setup fees and \$49,410 annually with the initial term of one year commencing at Hosting Service Go-Live with automatic 12-month renewals, subject to annual increases in accordance with section 8.2 of the Master Agreement, contingent upon the Board's approval of future budgets; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The County's current Aumentum PTMS environments run on aging hardware in our datacenter that will soon need to be replaced. Information Services personnel frequently apply patches and updates to both the Test and Production Aumentum PTMS environments. Aumentum releases updates quite frequently, with at least one update per week and often three updates per week. However, our onsite updates are currently scheduled weekly for both environments and they take anywhere from four to six plus hours to complete. A majority of this work happens after regular work hours.

Moving our PTMS to a hosted environment would provide a more resilient and robust platform that is managed and maintained by Aumentum. This eliminates our need to replace hardware every 5 years or so. Having our Aumentum Test and Production PTMS environments hosted and managed by Aumentum will allow us to have updates applied more frequently and on different evenings of the week without needing to schedule IS personnel to work after hours. The Test and Production environments would no longer be impacted or corrupted by local power-related issues which is a real concern.

Additionally, having Aumentum host and manage our environments will provide a better strategic support solution with several Aumentum experts available for updates and support instead of the one primary support person and one backup support person in Information Services.

Sole Source justification: County of Inyo Purchasing Manual, Section I, 2, a. "Capability of proposed contractor that is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the same general field." and Section 1, 2, f. "Preclusion of competition because of the existence of patent rights,

copyrights, secret processes, and/or location." Aumentum Technologies will be hosting and providing managed services for their proprietary PTMS. The Aumentum Technologies personnel are uniquely qualified to provide the managed services for their system, and attempting to use a third party to host and manage system updates would be extremely challenging because of the controlled access to proprietary software.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could chose to not approve this request, resulting in our continued use of local hardware and expertise to host the Aumentum PTMS, continued overtime for the forgeable future to install updates, and continuing our strategic risk in our ability to provide support.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for the Aumentum hosting and managed services and the setup fees is in the Property Tax Upgrade budget 11804, Professional and Special Services object code 5265.

ATTACHMENTS:

1. Application Hosting Services Agreement
2. Manatron Master Agreement

APPROVALS:

Scott Armstrong	Created/Initiated - 3/2/2022
Darcy Ellis	Approved - 3/2/2022
Scott Armstrong	Approved - 3/2/2022
John Vallejo	Approved - 3/2/2022
Leslie Chapman	Approved - 3/2/2022
David Stottlemyre	Approved - 3/2/2022
John Vallejo	Approved - 3/2/2022
Alisha McMurtrie	Approved - 3/2/2022
Amy Shepherd	Final Approval - 3/2/2022

SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES

The attached Schedules for Master Agreement numbered CA2012.004-SCH202 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement CA2012.004 between Manatron, Inc. and the undersigned Customer and County (the "Agreement").

By and Between	And
Manatron, Inc. 2429 Military Road, Suite 300 Niagara Falls, NY 14304 ("Aumentum Technologies" or "Aumentum Tech")	INYO COUNTY, CA 168 North Edwards Independence, CA 93526 ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (866) 471-2900 E-mail Address: MHenry2@HarrisComputer.com	Attention: Scott Armstrong, IS Director Telephone No.: E-mail Address: Sarmstrong@inyocounty.us

The parties have executed these Schedules as of the dates set forth below their respective signatures.

Aumentum Technologies

Inyo County, CA

By: _____
 (Signature)
 Its: _____
 (Title)
 Date: _____
 Witnessed: _____
 (Signature)
 By: _____
 (Printed or Typed Name)

By: _____
 (Signature)
 Its: _____
 (Title)
 Date: _____
 By: _____
 (Signature)
 Its: _____
 (Title)
 Date: _____
 Witnessed: _____
 (Signature)
 Date: _____

SIGNATURE PAGE

APPLICATION HOSTING SERVICES AGREEMENT
("Agreement")

Aumentum Technologies is willing to host the Aumentum application environment. County wishes to use Aumentum Tech's Application hosting services. Accordingly, the parties agree as follows:

1. Definitions.

- a. "Application Hosting Services" is defined as providing and maintaining a computing environment for the operation of their software solution.
- b. "Attainment" shall mean the percentage of time the Product is available during a calendar month.
- c. "Client Error Incident" shall mean any service unavailability resulting from a County application, content or equipment or the acts or omissions of any County user or County third-party provider over whom Aumentum Technologies exercises no control.
- d. "Defect" shall mean any bug or error resulting from a product malfunction or interruption that causes the software to fail to operate in conformance with Aumentum Tech's then current published specifications.
- e. "Downtime" shall mean the total number of minutes in a calendar month in which the Products are not available for any type of Client use. Downtime shall include those instances where the County has lost system connectivity as well as system responsiveness where the system is essentially not available on a practical level due to slow system response. In this instance, slow system response is required within the data center infrastructure as well as the customer site. Downtime does not include downtime caused by County or outside of Aumentum Technologies Control.
- f. "Effective Date" has the meaning set forth in Section 4 of this Agreement.
- g. "Emergency Maintenance" shall mean an unscheduled remediation to "Downtime" event requiring products to not be available. County will be provided with an 8-hour notice of this type of maintenance.
- h. "Infrastructure" shall mean the following components that are provided as part of Aumentum Tech's Services:
 - a. Sufficient Server and storage space reserved for use by County to accommodate expected application response times for the business unit in the Aumentum Technologies hosting environment, including network devices, virtualization technologies, and backups. Aumentum Technologies will ensure the memory, processing power, space and disk speeds are of sufficient performance to ensure all seasonal demands, batch jobs and reporting processing efforts are responsive and can be completed during County's normal working hours and within expected durations.
 - b. Power and cooling in the Aumentum Technologies hosting environment for the County's hosted GRM Application, 3rd party software and all associate hardware; and
 - c. Internet access provided to County from the Aumentum Tech's Internet Backbone.
- i. "Monthly Recurring Charge" shall be determined by dividing the total annual payment schedule in Appendix A by (12) for the months of service.
- j. "Uptime" shall mean the total number of minutes in a calendar month that service the product is available for receiving, processing, and responding to requests excluding scheduled maintenance, client error incidents and force majeure and other outages outside Vendors reasonable control.

2. Application Hosting Services.

2.1 Infrastructure Availability: Both County and Aumentum Technologies agree and understand that the Product being provided incorporates elements that are under the direct control of Aumentum Technologies and its third parties, the County and its third parties, as well as elements that are not under the control of either party to this agreement. Both parties agree to work together to determine in which of the above stated areas a Downtime event is attributable to and then the responsible party will resolve the issue. In the event that Downtime is attributable to an element that is outside either party's control, both parties agree to work together to resolve the Downtime issues.

2.2 Aumentum Technologies Responsibilities. Aumentum Technologies agrees to complete initialization of the application hosting services, including data center-based network and platform configuration as well as relocation of the application to Aumentum Tech's hosted environment. For the duration of this agreement, Aumentum Technologies will be responsible for making any data center-based network or platform configuration changes that are initiated by Aumentum Technologies. These services include management and deployment of all patches, releases, fixes, and scripts provided by Aumentum Technologies into all instances of AUMENTUM defined within the agreement. Aumentum Technologies will pro-actively monitor the hosted solution to help ensure that the solution is highly available and that downtime is minimized. To the extent it is applicable this agreement shall be governed by the Minnesota Government Data Practices Act. Notwithstanding any other provision of this Agreement, the Software Maintenance Agreement, the AUMENTUM Tax System license agreement, or any other agreements between the parties, Aumentum Technologies hereby agrees to cooperate in good faith and allow reasonable access and use of all Covered Software and associated databases or records thereof, in order to enable the Customer to evaluate competitive software or services; and to enable Customer to recover all data. Said data shall be provided in data extract or other reasonably requested format. On expiration or any termination of any of the aforementioned agreements; or for any other commercially reasonable purposes. Aumentum Technologies warrants and agrees that it shall preserve, and Contractor (or its designees) shall be given access and the ability to export and transfer any data or other Customer generated content residing in any Covered Software for a minimum 60 day period following any expiration or termination of the applicable agreement.

2.3 Security. Aumentum Technologies agrees to implement commercially reasonable measures to protect the security of the hosting environment and to prohibit unauthorized access to the hosting environment. Aumentum Technologies, however, makes no warranty or guarantee that the hosting environment will be free from security breaches, and Aumentum Technologies expressly disclaims any liability for loss or damage caused by unauthorized access to the hosting environment. Aumentum Technologies shall be responsible for establishing and maintaining an information security program and appropriate administrative, physical and technical safeguards to: (i) ensure the security and confidentiality of all facilities, networks, systems, equipment, software, passwords/access codes, and data of Customer and its users (collectively, the "IT Assets") that may be accessed or used by Aumentum Technologies personnel hereunder; (ii) use commercially reasonable means to protect against any anticipated threats or hazards to the security or integrity of such IT Assets resulting from or made possible by Aumentum Tech's ability to access or use such assets; and (iii) take reasonable security means to protect Customer and its users against unauthorized access to or use of such IT Assets resulting from or made possible by Aumentum Tech's remote, physical or other access to the IT Assets. In the event that any communications link (defined as a pre-established communications path from the IT Assets through any carrier network(s) to Aumentum Technologies), systems or materials exists between any of Customer's systems or servers and any of Aumentum Tech's systems or servers:

1. Aumentum Technologies shall, at its sole expense, be responsible for maintaining security for its own systems, servers, and communications links as necessary to protect Customer's IT Assets from internal or external threats (e.g. mail gateways, domain name resolution, time, reverse proxies, remote access and web servers). Security controls should include, but not be limited to: (i) anti-virus/malware devices; (ii) subnet and firewall controls; (iii) IDS/IPS controls; (iv) patch management controls; (v) physical security controls; (vi) periodic scans, audits and other customary security measures; and (vii) change management controls.
2. Aumentum Technologies will notify Customer of any and all breaches to Customer's (or any of its user's) security, and shall work with and fully cooperate Customer management to identify the root cause of the incident and the potential impact, promptly and otherwise as reasonably requested.
3. Aumentum Technologies shall limit the number of personnel requesting user id's to those individuals that are directly engaged to provide services under this Agreement. Aumentum Technologies will provide Customer with the full legal name of any personnel that will be issued a user id to access any IT Assets. Customer reserves the right to deny or revoke any user id request.

4. If applicable to Aumentum Tech's access path - Aumentum Technologies shall notify Customer within twenty-four (24) hours of any personnel changes to Aumentum Tech's personnel who possess any user id and provide services hereunder, and Aumentum Technologies shall not permit any of its personnel to share any Customer user id, and will cause each employee or other personnel to surrender and agree to assign all accounts or use of such user id on expiration or termination of this Agreement, or otherwise at Customer's written request.
5. For MSS only – Aumentum Technologies will provide Customer (and the applicable user) with email or other prior notification prior to the access to any user's IT Assets to perform any services under this Agreement.
6. When Aumentum Technologies receives notification of Downtime from County, Aumentum Technologies will work with County to identify the causes of the incident. In the event that Downtime is related to Aumentum Tech's provided services, Aumentum Technologies will promptly work with County to return County to normal operations.
7. Aumentum Technologies will comply with the then current service level commitments in effect at the time of the incident that is reported by the County. Current service level commitments shall not be diminished without 60 days written notice.
8. Aumentum Technologies shall notify County at least 5 business days in advance of scheduled maintenance. In general, Aumentum Technologies will schedule maintenance during non-business hours of County, however, Aumentum Technologies reserves the right to schedule maintenance during business hours when technical and/or business limitations require it.
9. Maintenance of up to 8-Hours/month scheduled in advance and provided during non-business hours will not be included in the Infrastructure Availability Percentage used to calculate Service Credits

2.4 In the event that Aumentum Technologies fails to meet its stated Infrastructure Availability SLA in any given month during the contract term, County shall be entitled to receive a Service Credit as the sole and exclusive remedy hereunder, by providing Aumentum Technologies with a written request for a Service Credit within ninety (90) days after receipt of an invoice for the period in which the Infrastructure was unavailable. The amount of the Service Credit shall be determined by multiplying the applicable Service Credit Percentage, in accordance with Table 1 shown below, by the Monthly Recurring Charge. Failure for Aumentum Technologies to maintain 96% or greater availability shall constitute a material breach in service and shall be grounds for the County to terminate service, if the County so elects to terminate the Contract. Service Credits will be applied to the next year's Annual Application Hosting and Managed Support Services Fee. Should the County terminate an agreement and have open Service Credits then Aumentum Technologies shall refund the County all open Service Credits

Table 1: Incident Management Availability Matrix

Monthly Service Credits listed below would be based on the Current Application Hosting Service Fee payment schedule of \$49,410.00 / Year . Future Service Credits would be based on then current Application Hosting Service Fees.

Infrastructure Availability Percentage	Service Credit Percentage
100%	0%
<99.5% > 99.0%	25% - @ Current Fees
<99.0% > 96.0%	50% - @ Current Fees
<96.0%	100% - @ Current Fees

Aumentum Technologies shall not be held responsible for outages resulting from a Force Majeure event.

2.5 Limitations. Aumentum Technologies reserves the right to amend the SLA from time to time effective upon notice to County; provided, that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, County may terminate this Agreement without penalty by providing Aumentum Technologies written notice of termination during the thirty (30) days following notice of such amendment. The SLA together with Section 4 of the Application Services Hosting agreement sets forth County's remedies for any claim relating to the Services, including any failure to meet any guarantee set forth in the SLA. Aumentum Tech's records and data shall be the basis for all SLA calculations and determinations. Notwithstanding anything to the contrary, the maximum amount of credit in any calendar month under the SLA shall not exceed 100% of the Monthly Recurring Charge (MRC), which, absent the credit, would have been charged for Aumentum Technologies Service that month.

2.6 County Compliance. Without limiting the foregoing, County agrees that neither it nor its employees, agents, contractors or representatives shall attempt, in any way, to circumvent or otherwise interfere with any security precautions, procedural controls, Acceptable Use Policy, Change Management or other Aumentum Technologies policies relating to the Aumentum Technologies service offering. Any such actions may cause a disruption in service. Any disruption of services which results in the violation of these provisions shall be excluded from the Infrastructure Availability SLA and County will have no right to any Availability Service Credit or other remedy under this SLA or otherwise with respect to such disruption.

2.7 Change Management. Aumentum Technologies designs its Services around an N+1 redundancy philosophy that is used to minimize outages during planned change controls. Aumentum Technologies will use commercially reasonable efforts to minimize the impact of any change control and, when possible, schedule the change control to eliminate or minimize impact to the County's Service. However, Aumentum Technologies reserves the right to proceed with any change control if it is determined, by Aumentum Technologies in its sole discretion that a change control is necessary to maintain the overall integrity of the Services or such change control will not impact County's service.

2.8 Limitation. With respect to Aumentum Tech's obligations regarding the application hosting environment, Aumentum Technologies and County mutually acknowledge that data entry, communication, and storage are subject to the possibility of human and machine errors, omissions, delays, down time, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage or which may prevent access to the application. Neither party undertakes or accepts any liability whatsoever to the other for errors, omissions, delays, interruptions, or losses, unless caused by that party's willful misconduct.

2.9 Optional Services. Aumentum Technologies may provide County with other services as the parties may agree upon in writing in attached Appendix A.

3. **County Responsibilities**

3.1 Connectivity. County must have reliable and adequate Internet connectivity or a contract with Aumentum Technologies for dedicated connectivity as part of a separate schedule. County must have equipment that is capable of forming a LAN-to-LAN VPN connection from the County site to Aumentum Tech's equipment. County is responsible for determining their own disaster recovery and business continuity issues in the event of connectivity failures.

3.2 End-User Environment. County is responsible for their own end-user environment, including, but not limited to, end-user machines, software, and network environment.

3.3 Application Configuration. County is responsible for the application configuration, such as, but not limited to, application settings, user configuration, and application security.

3.4 Application Information.

3.4.1 County is exclusively responsible for the content and accuracy of any data within the application hosting environment.

3.4.2 County shall retain ownership of the data (in raw form prior to any formatting by the AUMENTUM application) that is within the application hosting environment. County grants Aumentum Technologies the right and license to utilize the data and agrees that Aumentum Technologies shall be the sole and exclusive owner of the underlying data structure as a compilation of data.

4. **Term and Termination.**

4.1 Term. This Agreement shall be in effect for an initial term of one (1) year from the Effective Date as defined as follows. Services shall commence Go-Live of the Aumentum Technologies Application Hosting Support (Effective Date) and shall continue for an initial period of twelve (12) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term.

4.2 Termination. Either party shall have the right to terminate this Agreement immediately upon the occurrence of any of the following events of default:

4.2.1 If the other party defaults in the performance of any obligation under this Agreement and if such default shall continue for a period of thirty (30) days after receipt of written notice thereof (in the case of nonpayment by County, the cure period shall be ten [10] days);

4.2.2 If the other party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes a party to any judicial or administrative proceeding in bankruptcy, receivership, or reorganization.

4.3 Effect of Termination. Upon termination of this Agreement, County shall immediately cease using and accessing the application hosting environment. County shall certify such action in writing to Aumentum Technologies within one (1) month after the termination date.

5. **Pricing Terms**

5.1 Price. Customer agrees to pay Aumentum Technologies the application hosting fees and other fees specified in Appendix A.

5.2 Payment Term. All payments shall be due and payable in accordance with the payment terms set forth in Appendix A. If no payment date is specified, payment shall be due within thirty (30) days of receipt of an invoice from Aumentum Technologies.

6. **Warranties.**

6.1 Aumentum Technologies warrants that all Services provided under this Agreement will be performed in a workmanlike manner as described, excluded and limited in Section XII of the Software Maintenance Agreement

7. **General Terms.**

7.1 Independent Contractor. Nothing in this Agreement shall be deemed to make County an agent, employee, or joint venturer of Aumentum Technologies.

7.2 Notices. All notices given under this Agreement shall be in writing and mailed by regular first-class mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses first given in this Agreement or at such other address as may be specified by the party from time to time.

7.3 Amendment. No provision of this Agreement may be modified except by a written document signed by a duly authorized representative of each party.

7.4 Waiver. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach. The exercise by either party of the rights of termination set forth in this Agreement shall not be deemed to constitute a waiver of any other rights or remedies available to either party for a violation of the terms of this Agreement or under applicable law.

7.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Aumentum Technologies and County and their respective legal representatives, successors, and authorized assigns.

7.6 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Upon execution of counterpart copies of this Agreement, the parties shall immediately exchange copies of the executed agreements by telefax and thereafter shall sign and subsequently exchange fully executed originals of this Agreement, which shall constitute the final originals of this Agreement.

7.7 Severability. If any provisions of this Agreement shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

APPLICATION HOSTING SERVICES AGREEMENT

APPENDIX A

ONE-TIME FEES	
Description	Price
Application Hosting One-Time Set up and Implementation Fee	\$8,000.00
Total One-Time Fees:	\$8,000.00

Payment Terms for One-Time Fees: Aumentum Technologies will invoice the County the One-Time Fees above following Go-Live of Application Hosting. Fees are due and payable after Aumentum Technologies performs such services in accordance with Aumentum Tech’s invoice(s) that shall be sent to the Customer.

ONGOING FEES	
Description	Quarterly Price
Application Hosting Support Fee	\$12,352.50
Includes Application Hosting of two (2) instance(s) Production & Practice	
Total Ongoing Fees:	\$12,352.50

Payment Terms for Ongoing Fees: Application Hosting shall commence on Go-Live and shall continue for an initial period of twelve (12) months. Application Hosting Fees are due and payable upon Go-Live of Application Hosting, in advance of each subsequent annual term, and are subject to annual increases.

Taxes: The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Aumentum Technologies with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Aumentum Technologies, excluding any taxes based upon Aumentum Tech’s income. It shall be Customer’s sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Aumentum Technologies shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Aumentum Technologies for such tax liability within thirty (30) days of receiving written notice of such tax liability from Aumentum Technologies.

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 18th day of *December*, 2012 an order was duly made and entered as follows:

Treasurer-Assessor-
Auditor-Info Serv./
PTMS Contract Award

Ms. Alisha McMurtrie, Treasurer-Tax Collector, provided additional information and further explanation on the request to award the Property Tax Management System Contract to Manatron. She that the Company has offered a 10 year payment plan at 0% interest, which is very beneficial to the County and Manatron has revised the estimate for completion of the project from 18-22 month to 8-12 months. Moved by Supervisor Arcularius and seconded by Supervisor Cash to A) accept the recommendation of the PTMS Working Group and the Financial Advisory Committee (FAC) and award the PTMS12 bid to Manatron, Inc.; B) approve the Master Agreement for licensed software, hardware and services between the County of Inyo and Manatron, Inc., for the period of January 1, 2012 through December 31, 2021, in an amount not to exceed \$1,451,613, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign the Agreement, contingent upon the appropriate signatures being obtained. Motion carried unanimously, with Supervisor Cervantes absent.

WITNESS my hand and the seal of said Board this 18th

Day of December 2012



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By: Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing	
CC	_____
Purchasing	_____
Personnel	_____
Auditor	X _____
CAO	_____
Other Treasurer, Assessor - Info. Serv.	_____
DATE: January 7, 2013	



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: PTMS Working Group: Assessor, Auditor-Controller, Information Services & Treasurer-Tax Collector

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: In response to RFP-PTMS12, request the Board award the contract for the software, implementation and training services for an integrated property tax management system to Manatron, Inc.

DEPARTMENTAL RECOMMENDATION:

1. Request your Board accept the recommendation of the PTMS Working Group and the Financial Advisory Committee (FAC) and award the PTMS12 bid to Manatron, Inc.
2. Request your Board approve the Master Agreement for licensed software, hardware and services (Agreement) between the County of Inyo (County) and Manatron, Inc. (Manatron), in an amount not to exceed \$1,451,613.00 for the period January 1, 2012 through December 31, 2021.
3. Authorize the chairperson to execute the Agreement upon obtaining the appropriate signatures and contingent upon the adoption of future year's budgets.

CAO RECOMMENDATION:

N/A

SUMMARY DISCUSSION:

Over the past four years, discussions have been held about the current property tax system and the need to replace it. CREST was created over 27 years ago with very few updates since. It is currently in use by the Assessor, Auditor-Controller and the Tax Collector to assist with their mandated duties to assess, collect and distribute property taxes. CREST is written in an archaic language that is difficult to support at best by the vendor. The vendor consists of the owner and one programmer putting the County at risk of not being able to process tax billings using the system and places great limitations on potential enhancements for the product.

On April 17, 2012, the PTMS Working Group requested and received approval from your Board to issue a Request For Proposal (RFP) for a property tax management system to replace our current system and vendor, CREST Software Corporation. We received three responses. Colorado CustomWare, Inc., DevNet, Inc. and Manatron, Inc. were the respondents. The prices ranged from \$341,510 to \$988,278.

Upon review of the responses by the Working Group, it was agreed upon to recommend the vendor Manatron as the bid recipient with the major deciding factor being the company had a California ready "Off The Shelf" product. On August 21, 2012 we went to the FAC and received a concurring recommendation that the bid be awarded to Manatron under the cost proposal presented herein.

Manatron has been in business since 1969 and specializes in property tax management software. Manatron was acquired by Thomson Reuters in 2011. Thomson Reuters Government Management Revenue software, of which Manatron is a part of, is currently in place in over 1600 jurisdictions in 42 states and 45 countries throughout the world. Resources such

as these will allow Manatron to devote the time and energy necessary to implement their product and in turn develop a stable, long-term relationship with the County.

ALTERNATIVES:

The Board can choose not to award the bid for RFP-PTMS12. In such a case, the County will continue to operate using the vendor Crest Software Corporation. It is not advisable to continue to do so, as this is a high-risk relationship completely dependent upon the vendor and their ability to provide this service. The County will continue to provide basic services to the taxpaying public, but at a limited level of service. We will be denying ourselves the opportunity to provide online services to the public at all levels of property management. We will be turning our backs on this opportunity to truly automate multiple departments and their databases and bring together a cohesive way of doing business.

The Board can choose to direct the Working Group to award the bid to another vendor. This is not advisable as Manatron is the only vendor who responded that has a California ready product. The other two vendors would require the assistance of County personnel to develop and implement a working product. We do not have the staff time or expertise to accomplish this. This option may result in an upfront cost savings, but we would lose any and all savings through the development phases.

OTHER AGENCY INVOLVEMENT:

City of Bishop. We will continue to require their Public Works Department's property information to be transferred to the County Assessor. There is currently a process in place that is working smoothly that will have a minimal impact.

FINANCING:

There is sufficient appropriation in the County 2012/2013 Property Tax Upgrade budget (011804) to fund the first year of this agreement and subsequent payments are contingent upon approval of future budgets.

<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>12/11/12</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: <input checked="" type="checkbox"/> Date <u>12/12/12</u>
PERSONNEL:	PERSONNEL RELATED ITEMS (Must be reviewed and approved by the personnel director prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
ASSESSOR

Thomas W. Lamshear

Date: 12/10/12

DEPARTMENT HEAD SIGNATURE:
INFORMATION SERVICES

M. Sh

Date: 12/10/12

DEPARTMENT HEAD SIGNATURE:
TREASURER-TAX COLLECTOR

Rosita McArthur

Date: 12/12/12

**MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE, AND SERVICES**

Effective as of the date that this Agreement is last signed by either party (the "Effective Date").

By and Between	And
MANATRON, INC. – A Thomson Reuters Business 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	Inyo County 168 N. Edwards Street Independence, CA 93526 ("Customer")
Attention: <u>Matthew Henry, Senior Contract Administrator</u> Telephone No.: <u>(866) 471-2900 ext. 7099</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>mat.henry@thomsonreuters.com</u>	Attention: <u>Alisha McMurtrie</u> Telephone No.: <u>(760) 878-0310</u> Fax No.: _____ E-mail Address: <u>amcmurtrie@inyocounty.us</u>
	Contact Person: <u>Alisha McMurtrie</u> Telephone No.: <u>(760) 878-0312</u> Fax No.: <u>(760) 878-0311</u> Email Address: <u>amcmurtrie@inyocounty.us</u>

This Master Agreement for Licensed Software, Hardware, and Services sets forth the terms and conditions under which Manatron shall license the software programs, sell the hardware, and/or provide the support and other services described in the attached Schedules CA2012.004.01 and all future Schedules that reference the Master Agreement No. CA2012.004. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, and all Schedules attached hereto or subsequently signed by the parties.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

MANATRON, a Thomson Reuters Business

By: [Signature]
(Signature)

Its: V.P. of Risk Management
(Type or Print Position)

Date: 12/26/12

Witnessed: [Signature]
(Signature)

By: Macy T. Ammar
(Type or Print Name)

INYO COUNTY, CA

By: [Signature]
(Signature)

Its: Chairperson Board of Supervisors
(Type or Print Position)

Date: 12-18-12

By: [Signature]
(Signature)

Its: Auditor-Controller
(Type or Print Position)

Date: 12/18/12

By: [Signature]
(Signature)

Its: Treasurer-Tax Collector/Sponsor
(Type or Print Position)

Date: 12/18/12

Witnessed: _____
(Signature)

Date: _____

**APPROVED AS TO FORM
AND LEGALITY**
 DEPUTY COUNTY COUNSEL

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

As used in this Agreement:

"Acceptance" shall have the meaning set forth in Section 3.2.2.

"Compliance Update" means a change made to the Software to reflect a mandated change in an applicable Law.

"Computer System" means the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software, and other hardware or software components or programs that are used in conjunction with the Hardware and/or Software.

"COTS" means 'commercial-off-the-shelf' in reference to the product solution proposed for Inyo County.

"Customization" means any improvement, derivation, extension or other change to the Software made by Manatron at the request of Customer, including any that result from the joint efforts or collaboration of Manatron and Customer. Manatron may, from time to time and in its sole discretion, incorporate Customizations into the Software as "Enhancements."

"Database Software" means relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store Customer data on a disk sub-system as part of the operation of the Software.

"Designated Processor" means the computer processing device that provides the primary control for the interpretation and execution of the Software and is designated on the applicable Schedule or, if not so identified, on which the Software is initially installed or, if a software activator device is required, the computer processing device within which the software activator is properly installed.

"Documentation" means any standard operator and user manuals, product specifications, glossary, index, training materials, and other similar materials generally made available and provided by Manatron for use with the Software.

"End User" means the Customer or any employee(s), affiliate(s), agent(s), representative(s), or any other person under the direction or control of the Customer that uses the Software to perform certain functions or tasks as required by the Customer.

"Enhancement" means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application. Manatron may, in its sole discretion, designate an Enhancement as minor or major.

"Error" means any failure of the Software to conform in any material respect to the functional specifications contained in the Documentation, as published from time to time by Manatron.

"Error Corrections" means a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

"Hardware" means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software as listed in the applicable schedule.

"Implementation Plan" means a detailed description of the tasks to be performed by each party in connection with the implementation of the Software, the deliverables for each task, and the commencement and completion dates for each task.

"Installation" means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Designated Processor to make it operational.

"Installation Date" means the date on which Manatron completes Installation of the Hardware at a location specified by Customer, or of the Software or Third-Party Software on the Designated Processor or, in the case where Customer requests or causes a material delay in the performance of installation, the date set forth in the Implementation Plan for commencement of installation (if for Hardware) or acceptance testing (if for Software or Third-Party Software).

"Law" means any applicable state, county, or local statute, law, ordinance, or code.

"Minimum Requirements" means the minimum requirements for the Computer System as set forth on the associated Schedules. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by Manatron.

"Notice of Completion" means: (a) if Manatron is to provide implementation services, a written notice from Manatron stating that installation and implementation of all Hardware, Software, and/or Third-Party Software at Customer's site has been completed and that the Software is available for acceptance testing; or (b) in all other cases, a written notice from Manatron stating that all Hardware, Software, and/or Third-Party Software has been delivered.

"PMC" means 'Project Management Committee' in reference to the team of project managers that will provide project management leadership to the project.

"PMP" means 'Project Management Plan' and references the project management planning documents that will be completed during project initiation.

"Professional Services" means any Installation, Implementation Service(s), Software configuration, training, consulting, Support Service(s), Customization, and other similar service(s) performed by Manatron under the terms of this Agreement.

"Project Management" means the process of planning, scheduling, and controlling certain activities in order to meet project objectives.

"Release" means a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example, 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.

"Schedule" and **"Schedules"** shall have the meanings set forth in Section 2.1.

"Seat" means a unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.

"Site" means a single physical location and single database for which the Software is licensed. The number of Sites for which Customer is licensed to use the Software shall be specified in the applicable Schedule.

"Software" means the software program(s) (in object code format only) identified on the applicable Schedule, and includes Error Corrections, Compliance Updates, and new Versions and Releases of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.

"Software Modification" has the same meaning as "Customization" if made at the request of Customer under the terms of this Agreement, and as "Enhancement" when made by Manatron as part of the development or enhancement of the Software or Third-Party Software.



"Support Services" shall have the meaning set forth in Section 5.1.

"Test Period" means the thirty (30) day period following (a) Customer's receipt of the Notice of Completion or (b) in the case where Customer requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

"Third-Party Software" means any third-party software program(s) provided to Customer under this Agreement and listed on the applicable Schedule.

"User Acceptance Testing" defines the project activity where the team is focused on executing test scripts defined to confirm critical requirements are provided and product is ready for deployment.

"Version" means a new version of the Software that includes minor Enhancements, Error Corrections, and/or Compliance Updates, which is indicated by a different number to the right of the decimal point (e.g., "4.1" and "4.2" represent different Versions of Release "4").

"Web Hosting" means providing the infrastructure, such as the hardware, software, and communication lines necessary to enable a computer system to communicate with a designated server.

2. SCHEDULES.

2.1 Schedules. Manatron shall license the Software, provide the Hardware, and perform the services described in the schedules designated on the Signature Page and such additional schedules as the parties may execute from time to time (individually and collectively referred to as the "Schedule" and "Schedules").

2.2 Conflicting Terms. Each Schedule shall be a part of and governed by the terms and conditions of this Agreement. If there is a conflict between these General Terms and Conditions and any Schedule, the terms of the Schedule shall control unless otherwise noted in any Schedule.

3. SOFTWARE LICENSE.

3.1 Grant. Manatron grants to Customer a perpetual, nontransferable (except as otherwise provided in Section 18.9), nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

3.2 Acceptance Testing.

3.2.1 During the Test Period, Customer may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, Customer shall promptly notify Manatron in writing, and Manatron shall work diligently to correct all nonconformities free of charge to Customer. If after a reasonable period of time Manatron is unable to correct nonconformity in the Software, Customer may, as its sole and exclusive remedy, return the Software and Documentation to Manatron and receive a refund of any payments received for the license fee.

3.2.2 The Software shall be considered accepted for all purposes ("Acceptance") upon the earlier of: (a) notification by Customer that the Software is in compliance; (b) expiration of the Test Period if Customer fails to notify Manatron of any material nonconformity during that period; or (c) use of the Software by Customer for any purpose other than testing.

3.3 Scope of Rights. Customer may:

3.3.1 Install the Software on the Designated Processor and may, upon prior written notice to Manatron, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.

3.3.2 If the Software is licensed on a Seat basis, use and execute the Software only on the licensed number of Seats designated

on the applicable Schedule. Unless otherwise provided on the applicable Schedule, Customer must purchase a license for each Seat that has access to the Software.

3.3.3 If the Software is licensed on a Site basis, use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in the applicable Schedule, Customer must purchase a license for each site for which the Software is used.

3.3.4 Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Manatron's copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to Manatron upon request. All copies that are made by Customer shall be the property of Manatron.

3.3.5 Make copies of the Documentation for Customer's internal use only, provided that Manatron's copyright and other proprietary legends are reproduced on each copy.

3.4 Restrictions. In addition to other restrictions set forth in this Agreement, Customer may not:

3.4.1 Use, copy, modify, or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;

3.4.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise;

3.4.3 Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or

3.4.4 Without prior written approval of Manatron, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.

3.4.5 Without prior written approval of Manatron, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or

3.4.6 Remove the labels or any proprietary legends from the Software or its Documentation.

3.5 Title. Manatron reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of Customer.

3.6 Right to Audit. Manatron shall have the right, within ten (10) days of Manatron's written request, during normal-business-hours and at times mutually agreed upon by Manatron and Customer, to audit Customer's use of the Software to monitor compliance with this Agreement. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to Manatron of the underpayment.

3.7 Third-Party Software. Customer acknowledges and agrees that each Third-Party Software product is the property of the respective third-party owner or licensor and that Customer has no right or title, nor will it assert any

right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party license or purchase agreement. All Third-Party Software provided to Customer under this Agreement shall be used only in accordance with the applicable license agreement from the third-party owner or licensor.

3.8 Tools; Customizations. Customer shall not have any right to independently make such changes to the underlying code of the Software. Customer may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface, or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Manatron shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

4. HARDWARE.

4.1 Delivery. If Hardware is provided to Customer under this Agreement, Manatron shall coordinate delivery of the Hardware to Customer. Manatron shall deliver all Hardware to Customer FOB Customer's location.

5. SUPPORT SERVICES.

5.1 Scope. Provided that Customer is current in the payment of the applicable support fee, Manatron shall provide the following support services (collectively referred to as "Support Services"):

5.1.1 Telephone Support. Manatron shall provide Customer with telephone support services for Hardware and Software from 8:00 a.m. to 8:00 p.m. Eastern Standard Time (EST), Monday through Friday, excluding the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve, and Christmas Day. Manatron may from time to time amend its holiday schedule upon at least sixty (60) days' prior written notice to Customer.

5.1.2 Web Site. Manatron shall maintain a web site that contains Information concerning the Software and Support Services.

5.1.3 Error Corrections. Manatron will respond to any Errors reported by Customer in accordance with its response policy attached hereto as Appendix A. Manatron may from time to time amend its response policy upon at least sixty (60) days' prior written notice to Customer.

5.1.4 Compliance Updates. Manatron shall exercise due diligence and, in accordance with the highest professional standards, provide Customer, in a timely manner, with Compliance Updates, provided that Customer actively monitors changes in applicable laws and provides Manatron with timely written notification of such changes. Customer understands and agrees that Manatron's ability to meet its obligations under this Section 5.1.4 is contingent upon publication of the change by the applicable regulatory agency and notification to Manatron in a manner that provides Manatron sufficient time to prepare and distribute the Compliance Update before the effective date of the change. Manatron shall not be responsible for and assumes no liability for any failure by any agency to provide sufficient advance notice of any change or any errors or omissions contained in any information provided by any agency. Some compliance updates may require a nominal technical effort by Manatron. In such case, those updates will be included in the maintenance fees at no additional cost. All other compliance update effort by Manatron shall be spread on an equitable basis across Manatron's affected customer base, on a time and materials basis.

5.1.5 Versions. Manatron shall provide Customer with new Versions of the Software; including the web-based GRM Valuation module (RPA). Customer understands that its implementation of a new Version may require Customer to upgrade its Computer System.

5.2 Supported Software. Manatron's obligation to provide Support Services shall extend only to the current Release and prior Versions whose

Release number begins with the same number or immediately preceding number. For example, if the current Release is 4.5, Manatron will support only those Versions between 3.x and 4.5. If Customer desires support for earlier Versions of the Software, such support may be treated by Manatron as additional consulting services for which Customer will be billed at Manatron's then-current time-and-material rates.

5.3 Customer Obligations.

5.3.1 Customer shall designate one or more persons, depending on the size and complexity of Customer's application, through whom requests by Customer for Support Services shall be made. Manatron shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person at any time upon notice to Manatron.

5.3.2 Customer shall implement and follow the reasonable written instructions of Manatron regarding operation of the Software.

5.3.3 Customer shall purchase, install, and maintain a Computer System that complies with the Minimum Requirements.

5.4 Third-Party Software Support. Manatron shall provide Customer with telephone assistance for the Third-Party Software during the hours set forth in Section 5.1.1. If Manatron is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on Customer's behalf and coordinate and monitor correction efforts by the vendor.

5.5 Hardware Maintenance. Manatron may provide maintenance services for Hardware or third-party hardware and equipment as set forth in the applicable Schedule ("Hardware Maintenance"). Hardware Maintenance shall not include standard supplies such as ribbons, paper, forms, media, print heads, toner, or laser drums. Manatron is not responsible or liable for any problems associated with Customer's installation or use of any third-party hardware, equipment, or system or application software not purchased by Customer from Manatron or the attachment of third-party hardware or equipment to the Customer's Computer System. Manatron is not obligated to repair damage to any Hardware or third-party hardware or equipment caused either directly or indirectly by nuclear radiation, accident, negligence or abuse, electrical power fluctuation, fire, windstorm, acts of terrorism, or acts of God.

5.6 Services Outside Scope. The exclusions set forth in Section 10.4 shall apply to Manatron's obligations to provide Support Services under this Section 5. Services provided by Manatron that are not within Manatron's obligations under this Agreement shall only be performed after the execution of, or an amendment to, a Professional Services Schedule or an approved change control and shall be billed at Manatron's then-current time-and-material charges, including travel and all other out-of-pocket expenses. Manatron shall bill Customer a minimum charge of two (2) hours for all services provided under this Section 5.6.

6. OTHER SERVICES.

6.1 Description. Manatron shall provide Services (other than Support Services) as set forth in the applicable Schedule.

6.2 Implementation Services. The terms set forth in this Section shall apply if the applicable Schedule provides for the provision of implementation services by Manatron:

6.2.1 Joint Development. Manatron and Customer shall jointly develop the Implementation Plan using Manatron's standard implementation methodology. The Implementation Plan shall be made part of the applicable Schedule without any further action.

6.2.2 Amendments. Manatron and Customer contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party (as defined below). Services requested of and provided by Manatron that are not within



Manatron's obligations under this Agreement shall be subject to the payment provisions set forth in Section 8.3.

6.2.3 Performance Dates.

6.2.3.1 Interdependencies of Dates. Each party understands that any variation from the performance dates set forth in the Implementation Plan may adversely impact project milestones and completion dates, including, without limitation, the date of completion of the project.

6.2.3.2 Efforts. Each party agrees to use all commercially reasonable efforts to fulfill its obligations under the Implementation Plan and to meet the performance dates set forth in the Implementation Plan.

6.2.3.3 Adjustments. To the extent that either party fails to perform its obligations in accordance with the performance schedule that is set forth in the Implementation Plan, the parties may negotiate an adjustment to the schedule in accordance with Section 6.2.2.

6.2.4 Project work will commence after Customer approval of Master Agreement and payment schedule is complete.

6.2.5 Manatron Project Manager. Manatron shall, as soon as practicable following the execution of the applicable Schedule, assign a project manager (the "Manatron Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Manatron under the Schedule and who shall be the primary point of contact for Manatron. Manatron may not substitute other persons in this position without the prior written approval of Customer, which approval shall not be unreasonably withheld. Manatron agrees that the Manatron Project Manager shall dedicate such time as needed to perform the services in accordance with the performance schedule set forth in the Implementation Plan.

6.2.6 Customer Project Manager. Customer shall, as soon as practicable following the execution of the Schedule, assign a project manager (the "Customer Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Customer under the Schedule and who shall be the primary point of contact for Customer. Customer may replace the person serving as its Customer Project Manager upon prior written notice to Manatron.

7. INSURANCE

7.1 Insurance Coverage. During the term of this Agreement, Manatron shall maintain insurance coverage covering its operations as follows:

Insurance Type	Maximum Coverage Amount (per occurrence)
Workers' Compensation and Employer Liability.	No less than the limits of liability required by law.
Automobile Liability.	No less than \$1,000,000
Data Processing Errors & Omissions.	\$3,000,000
Commercial General Liability:	
General Aggregate	\$ 2,000,000
Products	2,000,000
Personal/Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage	1,000,000
Medical Expenses	10,000

7.2 Certificate. Upon request by Customer, Manatron shall provide Customer with certificate(s) of insurance. Manatron shall provide Customer with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

8. FEES AND PAYMENT TERMS.

8.1 License Fees. Customer shall pay Manatron the license fees set forth in the applicable Schedule. Unless otherwise provided in the applicable Schedule, the license fees shall be payable in full by Customer upon the earlier of (i) execution of this Agreement, (ii) execution of the applicable Schedule, or (iii) delivery of Software to Customer.

8.2 Support Fees. Customer agrees to pay Manatron the support fees set forth in the applicable Schedule. Unless otherwise stated in the applicable Schedule, support fees shall be invoiced annually in advance, commencing on the first day of the month next following the date of installation. After initial term, Manatron shall have the right to increase the annual support fees no more than CPI + 3% for existing Software Releases upon 60-day prior written notice. Support fee increases will not be arbitrary or unreasonable. In the event Manatron provides Customer with any new software product or Release, Manatron may publish and apply a revised Support Services fee schedule that shall not be subject to the aforementioned price increase limitations. The annual support fee shall be adjusted to reflect any purchases of additional Seat licenses by Customer.

8.3 Other Services Fees. Unless otherwise stated in the applicable Schedule, Customer shall pay all fees for Services (other than Support Services) on a time-and-material basis based on Manatron's then-current rates and charges for the Services. Manatron will bill other Services as used.

8.4 Hardware Fees. Customer agrees to pay Manatron the fees for Hardware set forth in the applicable Schedule. Unless the applicable Schedule states otherwise, Hardware fees shall be due and payable in full by Customer upon Customer's receipt of the Hardware.

8.5 Reimbursable Expenses. Customer agrees to reimburse Manatron for all reasonable and customary out-of-pocket expenses, including, but not limited to, travel, tolls, parking, lodging, and communication expenses incurred by Manatron in connection with the performance of Services. Meal expenses shall not exceed current per diem rates as published by the United States General Services Administration for Inyo County. Mileage will be reimbursed at the current IRS standard mileage rates for employees, self-employed individuals, or other taxpayers to use in computing the deductible costs of operating an automobile for business.

8.6 Invoices/Acceptance. All invoices shall be paid in accordance with the terms set forth in the applicable Schedule. If Customer delays an invoice payment for any reason, Customer shall promptly notify Manatron in writing the reasons for such delay. Unless otherwise agreed by both parties, Manatron may apply any payment received to any delinquent amount outstanding.

8.7 Taxes. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

8.8 Penalties for Delay Neither Customer nor Manatron shall be subject to any delay penalty, contract fee adjustment, offset or liquidated damages as a result of any delay, except for the delay of payment(s) as set forth in Section 8, unless specifically set forth in the applicable Schedule.

8.9 Price Changes. If Manatron utilizes a third-party Hardware Maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware Maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware Maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Third-Party Software and/or Hardware Maintenance services provided by Manatron upon thirty (30) days

prior written notice to Customer, but no more than once every twelve (12) month period under this Agreement.

9. ADDITIONAL CUSTOMER RESPONSIBILITIES.

9.1 Communications Equipment. At a minimum, Customer is required to provide Manatron with access to their computer system over the Internet. Internet-based connections must be secured using the Microsoft Windows or Cisco VPN client. All other VPN clients are not supported.

9.2 Site Condition. Customer shall assume responsibility for site conditions.

9.3 Records. Customer shall create and maintain timely, accurate, and readable electronic back-ups of all data and program and system files.

9.4 Computer Virus Protection. Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may, from time to time, be transmitted or downloaded. Manatron shall not be responsible for any computer virus and expressly disclaims any liability for loss or damage caused by any computer virus on Customer's computer platform or database.

9.5 Security. Customer shall, at its own expense, protect the security of its Computer System and prohibit unauthorized access to the Computer System. Manatron shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System.

10. WARRANTIES.

10.1 Software. Manatron warrants that the Software will conform in all material respects to the functional specifications contained in its then-current Documentation for a period of thirty (30) days after the Acceptance Date. Manatron agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period. In addition, Manatron warrants that any Enhancement, Customization, Compliance Update, and/or Error Correction will conform in all material respects to the functional specifications contained in the then-current Documentation. The warranty for any Enhancement, Compliance Update, and/or Error Correction shall expire simultaneously with the expiration of the Software warranty. Manatron's sole obligation to Customer, and Customer's exclusive remedy for breach of warranty under this Section 10.1, is the correction or replacement of any nonconformity. Customer shall provide Manatron with written notice that nonconformity exists, and Manatron shall have a reasonable period of time, based on the severity of the nonconformity, to correct the Software. Manatron warrants that the Software does not contain any disabling devices that would allow Manatron to terminate operation of the Software. Manatron further warrants that, to the best of its knowledge, the Software does not contain any viruses.

10.2 Services. Manatron warrants that all Services provided under this Agreement will be performed in a workmanlike manner. Customer shall notify Manatron in writing of any breach of this warranty within thirty (30) days after completion of the Service. Manatron's sole obligation to Customer, and Customer's exclusive remedy for breach of this warranty, is re-performance of the Service.

10.3 Third-Party Software; Hardware. MANATRON MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY HARDWARE OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY MANUFACTURER, OWNER, OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. MANATRON EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

10.4 Exclusions. Manatron's warranty obligations and other obligations under this Agreement with respect to the Hardware and Software are expressly conditioned upon Customer's proper use and do not include:

10.4.1 Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse, or use other than ordinary use; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of Manatron;

10.4.2 Problems and errors that Manatron and/or Customer cannot reproduce;

10.4.3 Problems relating to or caused by (a) any hardware, third-party software, Internet Service Provider (ISP), or software that was not supplied by Manatron, or (b) use of a Computer System that does not meet the Minimum Requirements; or

10.4.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured.

10.5 Corrections of errors, defects, and malfunctions that are traceable to any of the foregoing or to any Customer errors or system changes, any ISP, or any third-party hardware and/or software shall be billed at Manatron's then-current time-and-material rates, including out-of-pocket expenses.

10.6 Disclaimer. THE WARRANTIES SET FORTH IN THIS SECTION 10 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. MANATRON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

11. CONFIDENTIAL INFORMATION.

11.1 Defined. As used in this Section 11, "Confidential Information" includes the Software and Customizations in any embodiment, the terms, conditions, and pricing of this Agreement, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing, and future business plans, as well as any and all internal customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private, or proprietary legend. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 11.1, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of Manatron.

11.2 Nondisclosure. The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination, or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law, and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without Manatron's prior written approval.

11.3 Exceptions. A party's Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information



of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

12. INTELLECTUAL PROPERTY INDEMNIFICATION.

12.1 Scope. Manatron agrees to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. Manatron shall work with the Customer to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

12.2 Notice. Customer shall give Manatron prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Manatron's rights in the Software.

12.3 Alternatives. Manatron shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 12.1, Manatron may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate this Agreement and refund the license fees paid by Customer, less depreciation, using a five-year, straight-line method of calculation.

12.4 Exclusions. Manatron shall have no obligation under this Section 12 with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware, or system other than that purchased and used pursuant to this agreement; (c) modification of the Software other than by a representative of Manatron; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

12.5 Sole Remedy. This Section 12 states Manatron's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

13. LIMITATIONS OF LIABILITY.

13.1 Hold Harmless and Limitation of Liability. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees arising from all acts or omissions to act of contractor or its officers, agents, or employees in the performance of this contract, including the use of the software under this contract. Likewise, the Customer shall hold harmless and indemnify Manatron from any liability, claims, losses, damages, or expenses arising from County's active negligence or willful acts. To the extent that liability should arise from an event in which both Manatron and the Customer have contributed fault, said liability shall be apportioned in proportion to each party's contribution to the event. Furthermore, both Manatron's and the customer's liability for damages of any kind, regardless of the form of action or theory of liability, shall not exceed Manatron's or the customer's insurance coverage. To the extent that a claim is not within Manatron's insurance coverage, neither party's liability shall exceed \$5,000,000.

14. THIRD-PARTY SERVICE DISCLAIMER. Unless otherwise stated in the applicable Schedule, Manatron shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Manatron against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by Customer to perform services in connection with the Software.

15. TERM.

15.1 Agreement. This Agreement shall begin on the Effective Date and shall remain in full force and effect until the last Schedule has expired or has been terminated, unless sooner terminated in accordance with the terms of Section 16.

15.2 Software and Third-Party Software Support Services. Unless otherwise provided in the applicable Schedule, Support Services for Software and Third-Party Software shall commence on the first of the month next following Installation and shall continue for an initial period of one hundred and twenty (120) months ("Software Support Services"). Software Support Services shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Software Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

15.3 Hardware Maintenance Services. Unless specifically identified in the Support Services Schedule, all Hardware Maintenance will default to "Manufacturer Warranty Only."

15.4 Other Services. The term for Services (other than Support Services) provided under this Agreement, excluding support services, shall terminate upon completion of the services or shall remain in effect for the period specified in the applicable Schedule.

16. TERMINATION.

16.1 By Either Party. Either party may, at its option, terminate a Schedule immediately upon written notice to the other party if the other party:

16.1.1 Breaches its confidentiality obligations under this Agreement;

16.1.2 Breaches any obligation set forth in this Agreement and fails to cure the breach or develop a plan to cure the breach within thirty (30) days after written notice of the breach from the other party;

16.1.3 Ceases conducting business in the normal course, admits its insolvency, or makes an assignment for the benefit of creditors;

16.1.4 Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization, and such proceeding is not dismissed within ninety (90) days after it is commenced.

16.2 By Customer. In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not available, provide Manatron with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed Manatron under this Agreement, if any. No penalty shall accrue to Customer in the event of exercise of termination due to non-appropriation. If this Agreement is terminated pursuant to this Section 16.2, Customer agrees to grant Manatron a right of first refusal to continue under the terms of this contract for a period of two (2) years from the date of exercising this Section 16.2. If funds should not become available with two (2) years of said date, Customer shall be free to contract with Manatron or any other available source when they do become available.

16.3 Effect of Termination. The termination of this Agreement shall not affect the Customer's rights to the Software pursuant to Section 3.1 provided that Customer has paid all Software license fees set forth in the applicable Schedule(s) and Customer is not in breach of any provision of this Agreement or the Schedules. If Customer terminates this Agreement prior to the payment of all Software license fees, or if Customer is in breach of this Agreement, Customer shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. Customer will have access to their data stored



within the software for a period of 30 days from the date of termination for the purposes of extraction. Customer shall certify such action in writing to Manatron within one (1) month after the termination date. If Customer terminates a Schedule for Support Services under Section 16.1 above, Customer shall receive a prorated credit of the annual support fee paid for the then-current term to be applied to future services. Upon termination of a Schedule, Customer shall, within thirty (30) days of termination, pay all amounts due and owing under that Schedule. Upon termination of the applicable Schedule and upon request by Customer, Manatron shall return all data supplied by Customer in a format reasonably requested by Customer (other than Manatron's proprietary format) upon payment of Manatron's then-current fee for this service.

16.4 Survival of Certain Obligations. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11, shall survive termination of this Agreement.

17. DISPUTE RESOLUTION.

17.1 Informal Dispute Resolution. If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

18. GENERAL.

18.1 Customer List; Publicity. Customer authorizes Manatron to use Customer's name in its list of Customers. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Software and Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Manatron may publicly refer to Customer (by name only) as being a customer of Manatron, and only in relation to this Agreement except as otherwise authorized by Customer.

18.2 Amendments. No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties.

18.3 Notices.

18.3.1 Delivery. Except as otherwise provided herein, any notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile, or electronic mail, in each case delivered to the address specified for the recipient. Any written notice required to be sent under Section 16 ("Termination") or Section 17 ("Dispute Resolution") must be sent by U.S. mail (first class, airmail, or express) or commercial courier.

18.3.2 Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

18.3.3 Contact Person. Notices shall be addressed to the attention of the contact person listed on the Signature Page. Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto, but any element of such party's address which is not specified in that notice shall not be deemed changed.

18.4 Technology Life Expectancy. Customer understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and

Third-Party Software is based changes rapidly. Customer further acknowledges that Manatron will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Manatron does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to Customer under this Agreement or that the Computer System recommended by Manatron will function for an indefinite period of time. Rather, Manatron and Customer may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include, without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

18.5 Excusable Delays. Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

18.6 Injunctive Relief. Manatron and Customer agree that in the event of any breach of Section 11, monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.

18.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California.

18.8 Assignment. Neither Manatron nor Customer shall assign, sublicense or otherwise transfer its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

18.9 Severability. If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

18.10 Counterparts. This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18.11 Subcontractors. Manatron reserves the right to subcontract work to US based subcontractors being paid at a living wage cost of living, as it deems necessary, to perform the Services under this Agreement. Manatron shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees. Manatron agrees to notify Customer if a third-party is to be sued to provide direct services or will have access to customer data.

18.12 Independent Contractor. The relationship of Manatron to Customer shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

18.13 Waiver. No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstance giving rise to such right.

18.14 Executable by Facsimile. Any signature of this Agreement or any Schedule through facsimile shall constitute execution of the Agreement or Schedule by such party.

18.15 Non-Discrimination. Manatron, to the extent required by law, shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.



18.16 Entire Agreement. This Agreement embodies the entire agreement and understanding between Manatron and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on Manatron.

APPENDICES REFERENCED AND INCORPORATED HEREIN:

- A = Response Policy
- B = Statement of Work
- C = Product Feature List
- D = GRM Hardware/Server Configuration Recommendation



APPENDIX A
RESPONSE POLICY

Manatron shall respond to any Errors reported by Customer based on the priority code assigned to such Error. Customer shall identify the priority code when it initially reports the Error to Manatron. Manatron may, in its reasonable discretion, re-classify the Error after its initial investigation. If Customer requests, in writing, that the Error be resolved with a priority code higher than the assigned level, Customer will pay Manatron for that support on a time-and-materials basis at Manatron's then current rates. The priority codes and responses are as follows:

Priority	Definition/Impact	Manatron's Responses
1	The problem causes an immediate major impact on Customer's business. The problem has caused Customer's use of the software, or a significant component thereof, to stop or substantially deviate from the Documentation. No timely workaround exists.	Manatron will use all commercially reasonable efforts to: (i) respond to Customer within one hour, indicating that Manatron has received the report of the error; (ii) provide an initial status report to Customer within two hours, and regularly communicate thereafter the status of a reported incident; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software as soon as reasonably possible.
2	The problem causes an impact on Customer's business. A workaround is not available; however, processing can still continue but in a restricted manner.	Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within four hours of the report; (ii) verify the reported error and regularly communicate the status to Customer; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software within ten days, or to continue its efforts indefinitely beyond this period when an error remains unresolved.
3	The problem has a minor impact on Customer's business. The problem does not prevent operation of the software.	Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) respond to the error within thirty days.
4	The problem has no business impact.	Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) consider addressing the issue in a future version or release.

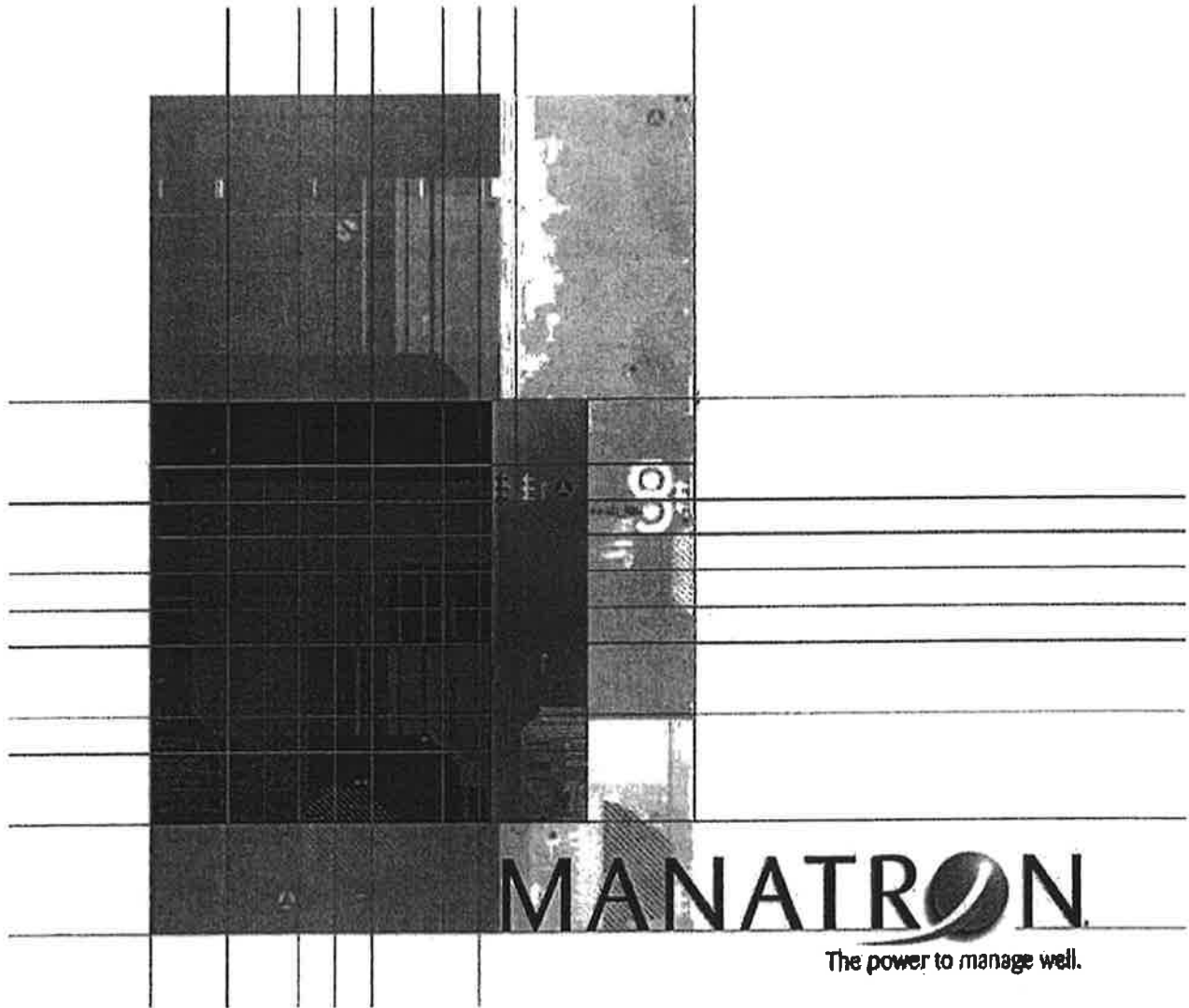
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STATEMENT OF WORK

Appendix B

Inyo County, California



MANATRON

The power to manage well.

Version 5.0



Document Information

Document Title	Statement of Work (SOW)				
Author	Contract Management				
To Be Approved By	Inyo County, CA Project Sponsor				
Comments					
File Name					
REVISION HISTORY					
Rev	Section	Type	Date	Author	Remarks
1.0	All	Template		Jane Pope	Inyo County modifications
2.0	All	Redlines	10/23/2012	Jane Pope	Inyo County redlines incorporated
3.0	All	Redlines	11/28/2012	Jane Pope	Inyo County Council redlines incorporated
4.0	All	Redlines	11/28/2012	Jane Pope	Inyo County review
5:0	All	Redlines	11/30/2012	Jane Pope	Additional changes



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1 Introduction

1.1 Document Purpose

This Statement of Work (SOW) is attached and made part of the contract number CA2012.004 for *Licensed Software and Services* by and between Manatron, Inc., a Thomson Reuters Business, (hereafter referred to as **Manatron**) and INYO COUNTY, CA (herein referred to as **Customer**), dated November 28, 2012. This document, when executed as part of this agreement, defines the work requirements for the Integrated Property Tax Management Solution. It is intended to act as a guide to the understanding between Manatron and the Customer's Offices of responsibilities related to the project implementation.

1.2 Project Background and Objectives

Manatron has developed this document in compliance with requirements identified as a part of the submission of the Manatron proposal in response to the Inyo County, CA Request for Proposal of a Property Tax System. The SOW is included to further define the actions and responsibilities of Manatron and the Customer.

1.3 Definitions/Abbreviations

Where any word or phrase defined herein, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning here set forth in the Master Agreement CA2012.004.

2 Scope Summary

This SOW attached to the Master Agreement, CA2012.004 describes the Manatron GRM® product suite modules, project tasks and services activities involved in the implementation of the Customer's Integrated Property Tax Management System in response to requirements established by the Client and in accordance with the project requirements set forth in this document.

The project includes defined milestones, deliverables, a payment schedule and project plan to manage the implementation process. Once the actions described in the following Work and Deliverable sections are successfully completed, the scope of this project will end. Each milestone will require Acceptance by the Customer for that specific activity and at the

completion of implementation the Customer will provide a Final Acceptance for the Integrated Property Tax Management System.

All Manatron personnel, as well as products proposed to be furnished during the delivery of services under this SOW, will be detailed herein.

Requirement changes or services not explicitly included in the Manatron proposal in response to the requirements established by the Customer and in accordance with the project requirements set forth in this document will be considered out-of-scope, and will be handled through the change order process as defined in the Project Management Plan (PMP).

2.1 Project Start

Project work will commence after Customer approval of Master Agreement and payment schedule is complete. The project start will follow the schedule set forth in the Project Management Plan (PMP).

2.2 Project Completion

The proposed Integrated Property Tax Management System to meet the requirements set forth in this SOW is Manatron GRM[®] product suite and underlying GRM Framework fully integrated with all Manatron GRM[®] products.

The product features included are identified in Appendix C, Product Feature List. With this framework in mind, the estimated completion date and placement of the system into production is dependent on the completion of the product installation, configuration, data conversion, testing, training, and deployment activities. A mutually developed project schedule will be created during project start-up defining the tasks and timeline of the project. While dates are interdependent and subject to change, both parties agree to work diligently toward this date.

3 Project Work Definitions

Manatron will utilize its Project Methodology as detailed in the PMP to manage the project. Through the use of this discipline Manatron will provide overall project management, as well as software licenses, software integration, implementation services, sample test case s, acceptance test support, training, conversion management, consulting services, and associated deliverables as documented in this SOW. Upon project close-out and completion, the Manatron project team will fully transition the Customer into Maintenance and Support.

The Customer is expected to promptly assign a project manager and also provide required technical and domain expertise in accordance with a preliminary work plan developed by the PMC. The Customer project team will be responsible for providing facilities for project

activities, technical and domain expert resources throughout the project life-cycle, developing and executing test cases, providing end-user training, and change management to Customer department teams.

3.1 Project Management

Manatron will manage the overall project effort and supervise each project subgroup tasked with all key project deliverables. Manatron will appoint a project manager for the duration of the project that will be the primary point of contact with the Customer.

The Manatron Project Manager will be responsible for all aspects of the project implementation and will be fully knowledgeable of the objectives of the project, providing leadership to Customer resources (such as personnel, documents, and physical areas) and working in conjunction with the PMC for all administrative and technical decisions on the project.

Furthermore, the Manatron Project Manager will co-ordinate all Manatron on-site and off-site personnel working on the project. The Manatron Project Manager will schedule Manatron implementation team resources and work with the Customer's Project Manager to ensure that the Customer's team is available for planned activities as mutually defined in the Project Schedule and Work Plan.

All parties shall use their best efforts to maintain the same Project Manager until Final Acceptance of the System. However, if a party needs to replace its Project Manager, the party shall provide the other party written notice thereof at least ten (10) business days prior to the date the Project Manager shall be replaced. Such notice shall provide all the required information above. Notwithstanding the foregoing, the parties have the right to appoint temporary Project Managers in connection with short term unavailability, sick leave or vacations. Parties shall notify each other of any such temporary appointments. Customer may request Manatron to replace its Project Manager, by giving Manatron notification thereof and Customer's objective reasons therefore. Manatron shall work with the Customer to rectify concerns and in extreme circumstances may agree to replace the Project Manager.

Work under this SOW shall be performed only by competent personnel appropriately trained in technical skills to perform their duties under the supervision of, and in the employment of the Customer and/or Manatron. The Customer's resources will also be adequately trained to perform the Customer's obligations under this SOW. The personnel of each party, when on the premises of the other, shall comply with the security and other personnel regulations of the party on whose premises such individual is located.

3.2 Project Planning and Initiation

Manatron will provide the initial Project Planning tools including a proposed project schedule and estimated project staffing resource requirements.

Both parties agree that time is of the essence, and that the System will be implemented in accordance with the Project Schedule.

Manatron and Customer agree to manage to the project schedule, identifying risks and delays as soon as possible, so that appropriate steps can be identified and taken by the appropriate project team members. Delays to the schedule caused by change in scope or resource availability will be addressed in the Change Request Process.

The PMC will perform several tasks at the beginning of the project including:

- Develop PMP and associated governing plans, which include:
 - **Risk Management Plan** – A high level description of activities Manatron and the Customer will implement to mitigate identified areas of risk to the successful completion of the project. Risk management and control consists of keeping risks within agreed to bounds. It includes the identification, reporting and assessment of the status of each project risk at the appropriate management levels. The set of identified project risks is monitored via project cost, schedule and requirements management systems. New risks may be identified when any or all of the project control areas have significant deviation from the project plan. Risk reviews identify the status and the effectiveness of avoidance and contingency actions for each risk. This process will continually be reassessed during the reporting/status updates for the project. Details on procedures in place for managing risk during the implementation process will be defined in this plan and incorporated into the PMP.
 - **Resource Plan** – A high level document that sets forth how resources will be allocated for successful completion of the project.
 - **Communication Plan** – A high level description of the communication procedures, including the escalation process, used in communications between Manatron and the Customer during the project lifecycle. Project Reporting expectations should be documented in this plan and incorporated into the PMP.
 - **Change Request Plan** – A change request template and list of situations/activities that will require a duly authorized Change Request/Order to be considered valid. Change Control is a formal procedure to manage changes to project deliverables (including requirements, specifications and project plans). Through this process the impact of proposed change(s) on functionality, performance, cost, schedule, and quality objectives will be analyzed, evaluated, and reported. A Project Change Request (CR), available in the PMP, shall be the vehicle for communicating changes. The procedure to be used for all change control for the project is identified in this plan and incorporated into the PMP.

- **Issue Management Plan** – An issue register and high level description of how issues will be classified, registered and resolved.
- **Acceptance Plan** – A high level set of criteria for the final acceptance of the system.
- **Quality Management Plan** – A high level description of Manatron procedures for ensuring the overall quality and efficacy of the software deployed.
- Establish a Project Management documentation library
 - Manatron will make a library of project documentation available to the Customer. The Customer shall have the option of posting all items from the library to a project portal, provided all documents are treated as confidential and proprietary, and not a matter of public record.
- Initiate Delivery Acceptance Register
- Initiate Issues Register
- Initiate Risk Register
- Collaboratively develop Project Schedule and Work Plan
 - A preliminary high-level Project Schedule is provided in this SOW and a more detailed project schedule will be provided during the planning cycle. The Manatron Project Manager and Customer Project Manager shall conduct a joint review of the proposed project schedule during the initial stages of the project. Once the schedule is agreed by the project management team it will become the primary tool used to guide the project team, monitor, and control the project.
 - The schedule will be reviewed and updated by the project management team on a regular basis in response to changing circumstances, actual progress and as more detailed planning becomes possible. Any material changes to the accepted Project Schedule which affect the schedule of milestone tasks or that are considered to be of significant impact by either project manager will be processed using the defined change control procedures.
- Define project roles and responsibilities
- Identify project resources by team
 - Manatron will identify resources required to sufficiently staff the project.
 - The Customer is responsible for providing the required staff at the appropriate times throughout the project (as identified in the project schedule).
- Conduct Project Kickoff

3.3 Project Reporting

- **Regularly scheduled status reports** - Manatron shall develop a regular client status report for the Customer in conjunction with the weekly scheduled status review meetings. The status reports will include a list of completed tasks, a schedule of tasks to be completed, and verification of milestone completion dates, issues, problems, concerns, and procedure changes. The specific content of the Customer Status Report is defined in the Project Management Plan.

- **Risk Register** - During the initial meetings of the PMC the Risk Register will be formally established and tracked as well as updated throughout the project.
- **Deliverables Register** - The acceptance of key deliverables will be tracked on the Deliverables Register and documented using the Deliverable Acceptance Statement (DAS), as defined in the PMP.
- **Change Request Register** - The status of formal Project Change Requests will be tracked on the Change Request Register.
- **Project Schedule** - Progress will be measured against and tracked on the project schedule by the Manatron Project Manager. The schedule will be published by Manatron as appropriate throughout the project.
- **Project Reviews/Audits** - Manatron and the Customer will conduct regularly scheduled meetings to review and update overall project status, report on activities and recommendations from the Project Steering Committee, and report the status of compliance to the Project Team.

3.4 Place of Performance

Manatron will perform all project work at Manatron locations and/or the Customer offices unless otherwise noted in the SOW. Most Manatron project work will be performed at its offices; however work on the following tasks will be performed partially at the Customer offices:

- Data Mapping
- Data Conversion Testing
- Application Software Installation
- Product Overview Workshops and Application Configuration
- User Training
- Interface Integration Testing
- Initiate Production and Business Process Deployment

3.5 Product Overview and Configuration Analysis Workshops

Manatron has proposed the commercial-off-the-shelf GRM® Applications Suite for the Integrated Property Tax Management Solution. The following Manatron GRM® Applications Suite will be delivered as part of Application Software Delivery:

- Manatron GRM® Records Enterprise Edition
- Manatron GRM® Real Property
- Manatron GRM® Personal Property
- Manatron GRM® Tax
- Manatron GRM® Assessment Administration

- Manatron GRM[®] Levy Management
- Manatron GRM[®] E-Gov

During project initiation, Manatron will conduct product overview sessions demonstrating the product features set forth in the Product Feature List, Appendix C, and review how the Manatron GRM[®] COTS product will be configured to meet the requirements identified by the Customer.

These sessions will be informal in nature, but will serve several purposes. The purpose of these sessions is to:

- identify all product configurations necessary to enable functionality to meet defined requirements;
- identify business processes changes required to be adopted by the Customer in order to deploy the software;
- and to familiarize Customer resources with the software for ultimate production usage – as introductory informal training.

3.6 Data Conversion Activities

The conversion of data from the current legacy environment to the new Manatron GRM[®] database is a key component of the overall project services delivery.

The conversion segments that Manatron proposes are listed below:

- Data Conversion Strategy and Plan
- Data Mapping Workshops
- Data Conversion Development and Test
- Data Conversion Delivery
 - Initial
 - Full/Complete
 - Production

3.6.1 Data Conversion Plan

During Project Initiation, Manatron will include a Data Conversion Plan. The Data Conversion Team (as defined in the PMP) will develop the plan for converting data from the legacy database to the proposed GRM[®] database. The overall approach, responsibilities, and timing of the data conversion effort will be finalized in this plan and documented in the Project Schedule.

The Data Conversion Plan will be based on a two-step data conversion effort. The Customer will design and develop the tools to extract and cleanse the data from the current data

structures into the intermediate file format. Manatron will design and develop the programs to convert the data from the intermediate files into the GRM[®] database. Both parties will build edit and data validation tables/files that at a minimum parallel those currently being utilized by the Customer for the purpose of validation in the accuracy of the data and files extracted/imported.

3.6.2 Data Mapping Review

The data mapping review will build on the Data Conversion Plan to complete a detailed study of the data conversion requirements.

The data mapping review will consist of several tasks with the Customer owning the primary responsibility of the data discussions. Manatron will provide subject matter expertise as specifically related to the proposed GRM[®] database and schema:

- Confirm the source files containing data to be converted
- Identify the data elements to be converted, or not converted, from each source file
- Outline the programs required to extract the data
- Provide an approach for controls and reconciliation to ensure the completeness of the mapping
- Identify data purification issues, including problem, magnitude, and correction alternatives
- Document mapped data elements/files within a working document
- Provide a “field-level” mapping of source file data elements to the new system database

In order to efficiently move through this process, the Customer and Manatron may elect to have Manatron serve as Prime Contractor on additional data conversion responsibilities and project activities related to the overall data conversion deliverable. If deemed necessary for Acceptance, this will be managed through the Change Request process documented in the PMP at the then-current consulting services rates.

3.6.3 Data Conversion Development and Test

The actual development and testing of data conversion programs and files is performed within this activity. It primarily consists of two parallel efforts.

- Customer will develop and test the programs to extract the data from the current file structures and deliver them to Manatron in an intermediate file structure provided and proscribed by Manatron.
- Manatron will develop and test the programs to load the intermediate files into the Manatron GRM[®] COTS database. Only data that is absolutely necessary for proper



business and system function, and within the scope of the current GRM® COTS database structure will be converted. All data not within the current structure will either not be converted, or will be converted at Manatron's discretion at the then-current time and materials rate.

- Manatron and the Customer will develop a mutually agreeable data conversion test plan including appropriate audit trails and summary reports

3.6.4 Data Conversion Delivery

Manatron will load the converted data into the agreed upon environment, so the Customer can conduct acceptance testing in accordance with the mutually agreed upon test plan.

Manatron and the Customer will work together to refine the process of extracting and loading the data to optimize time and resources required to execute the conversion at three separate points in time:

- **Initial data load** – this conversion consists of a sample size set of data addressing the majority of business rules used to define/populate Customer data. Several iterations of this initial data may be loaded for review based on the number of corrections needed for successful use of the data in testing. The system will be configured using the base configuration for the state specific features.
- **Full/Complete data load** – this conversion builds from the subset conversion to include all business rules and a complete set of the Customer data. Several iterations of this data load may also be necessary. The system will be configured using client-specific configurations identified in the Product Overview Workshops. The goal is to use this database and conversion to move into the User Acceptance Testing activities.
- **Production data load** – this is the final conversion and will be used to deploy the system into production use of the GRM® data and application. The configuration will be the one accepted from the UAT testing activities.

3.7 Documentation

User documentation is online, embedded in the software, and accessible with the Help icon. It can be printed on demand. It features both Content & Index and “What’s this?” capabilities.

Basic processes and procedures are included with the help. Online help is available for all screens with the standard product.

User-defined online help is also available. This allows all users to include their own personalized help documentation. It is retained in the system and is not destroyed by subsequent updates to the standard product documentation.

3.8 Client Training

Training of personnel is critical to the immediate and long-term success of any system. Manatron will define and implement a training strategy in consultation with the Customer to provide End-User education appropriate to the Customer staff.

Manatron will provide comprehensive training in all aspects of system usage, administration and problem resolution. Using this approach, Manatron instructors will provide training to designated Customer End Users. These End Users will be able to train future Customer staff and Customer end-users.

Manatron assumes that the project users are knowledgeable in the operation of workstations in a Windows® environment.

Manatron conducted training will incorporate classes for the following groups of staff members:

- **Trainers** - General end-user training will target designated Customer End Users. This training will be conducted during the pre-installation period. The information the Customer acquires will be used as they train any future end-users. Several different classes will be taught prior to live implementation.
- **Key Users** – Customer staff members identified by management who will be working with Manatron as a part of the installation and implementation team. This includes the Customer designated Support Team which will be providing Helpdesk-like support for this project. This training will be conducted prior to live implementation.
- **Supervisors/Managers** – Customer staff members who need to understand and facilitate the system at the operations level will train in a classroom setting. These users will learn how to manage the specifics of daily, weekly, and monthly operations as they pertain to facilitating the program as a whole system. This training will be conducted prior to live implementation.
- **Technical Users** – Customer staff members serving as database administrators, system administrators and application administrators will be trained in backup, recovery, and advanced application features such as interface maintenance, table maintenance, data management and manipulation, archiving and error recovery.

The following project activities will be incorporated into the overall training delivery and project schedule which will be thoroughly defined during the Project Initiation activities:

- Conduct needs analysis
- Set up training database
- Develop training curriculum

- Reserve training location/facilities
- Prepare training materials
- Perform trainee assessment

3.8.1 Training Database

Data used during training will be the Customer's converted data. Manatron has discovered from previous data conversions that training on the converted data has significant benefits, including:

- Identify conversion issues
- Ease communication of new office procedures and timing issues
- Ease system environmental problems and security issues
- Test staff knowledge of the system
- Provide specific training to individual Customer departments

In addition to training with the converted data, mock "live" sessions will be run. The actions currently performed by each department can be simulated on the new system. This process allows personnel to become familiar with operating the software application.

3.8.2 Training Curriculum

Standard curriculum for end users is based on 10 users per class with one user per PC. Final curriculum will be decided after conducting the Needs Analysis and working with the PMC.

Training will combine classroom lectures and interactive program training in concert with the Online Help/User Manual.

All classes are delivered with prescribed user-oriented objectives. Focus on training with emphasis on instructional objectives involves the student as an active participant with the responsibility of accomplishing the objective set forth.

3.8.3 Training Location/Facilities

Manatron will provide training at the Customer offices. For all training locations, the following training facilities will be required:

- Classroom equipped for at least 10 students.
- One PC per user with access to the project training system.



- Overhead projector (compatible with instructor's PC), projector screen, white board and flip charts.
- Application Environment and Training Database – a computing environment consisting of a stable release of the application software, a project database containing converted data and the required network access.

3.8.4 Training Materials

Manatron will develop course materials to be used during Manatron conducted training classes. Those materials will be provided as electronic copies to the Customer Project Team for duplication and distribution.

3.9 Development

Manatron will successfully implement a Manatron GRM[®] COTS solution consisting of all system modules and capabilities necessary to meet the Customer's requirements as defined in the Product Feature List in Appendix C and this SOW. There is no anticipated development required to meet the functionality identified as critical for this implementation.

3.10 User Acceptance Testing

User Acceptance Testing is primarily concerned with testing the functionality of the delivered software against the Customer's business requirements and Product Feature List as defined in Appendix C.

The Customer has the primary responsibility for conducting this testing with some assistance from Manatron with process training and troubleshooting.

Acceptance of the converted data is not a part of UAT testing – it is addressed during the conversion process and tested with each delivery. If data is uncovered during UAT and deemed by the PMC as critical, then that error will be tracked and corrected as part of the UAT process.

Application or data faults or defects uncovered during UAT may require changes to the base application or conversion programs. Prior acceptance of the conversion tasks does not imply that such conversion adjustments will be change requests.

Additional levels of testing, such as system testing and integration testing may be conducted at the discretion of the Customer.

The following activities will take place during UAT, as further defined in the deliverables section of this SOW and the Project Initiation phase of the project:

- Development of the Test Strategy Plan
- Development of Testing Scenarios and Scripts
- Execution of the Test Plan
- Management, documentation, reporting of test results
- Fault status tracking

3.11 Infrastructure Planning

It is the Customer's responsibility to meet the IT infrastructural needs of the project. Manatron will provide advice and guidance as necessary to assist them in the implementation of the infrastructure. The recommended Hardware Specification is defined in Appendix D.

Depending on the nature of the assistance required by the Customer, Manatron's Technical Services may be billable at the then-current rates. Before any non-contract Technical Services charges are incurred by the Customer, Manatron will supply a formal quote for said services. These services will be managed through the Change Request process documented in the PMP.

4 Project Deliverables and Milestones

During the project, Manatron will provide the following deliverables to the Customer. Deliverables will be tracked on a Deliverables/Requirements Register and acceptance of milestone deliverables will be documented using the Deliverable Acceptance Statement (DAS) form. For each DAS, the Customer will have a period of 10 business days to either accept or reject the DAS presented based upon the time period for review agreed to below in Section 4.1. In the event that the Customer cannot review a DAS in order to produce an acceptance or rejection within the proscribed period, the Customer may ask for an extension of time to review it. Such extension will not be unreasonably withheld. The acceptance period of each DAS is set forth below in the Milestone Section of this SOW.

Deliverable documents will be provided to the Customer Project Manager in an electronic format via email unless otherwise mutually agreed by the project managers. Electronic documents will be delivered in the format of the tool used to produce them (e.g. Word, Excel, MS Project) unless specified differently below or otherwise mutually agreed by the project managers.

Where deliverables are not documents or where deliverable documents are delivered by a means other than email, the Manatron Project Manager will notify the Customer Project Manager by email that the deliverable is complete with an appropriate description of the delivery method and how the Customer can take possession of the deliverable. Where delivery method includes a delay before the Customer is in receipt of the item, e.g. mail, then the delivery date will be when the Customer receives the item.

These deliverables require formal acceptance but are not necessarily tied to the Payment Schedule as defined in section 8 of the SOW.

Deliverable	Description
Base System Installation Software Deliverable #1	Access provided to a Manatron hosted test system containing the application software in a development environment for use in the product overview workshops and data conversion development.
Acceptance Criteria	<ul style="list-style-type: none"> • Customer has access to all base system components required to execute the product overviews for the project in the development environment. • All base system components are operable in un-configured and unmodified form, in the development environment. • Includes complete instructions for the successful client access of the unmodified software product client application version. • Manatron personnel have assisted the Customer personnel with the initial access, if necessary.
Acceptance period after DAS submission	10 business days
Deliverable	Description
Project Management Plan (PMP) and Project Schedule Services Deliverable #1	<p>Defines how the project is executed, monitored, controlled, and closed. It documents the collections of outputs of the planning process.</p> <ul style="list-style-type: none"> • Includes the agreed upon components, but not limited to: Project Organization, Project Plan Schedule, Risk Management Plan, Resource Plan, Communication Plan, Change Control Plan, Issue Management Plan, Acceptance Plan, and Quality Management Plan. • Defines roles and responsibilities for executing the project management plan. • May reference a separate document for any component listed above where deemed necessary. <p>Acceptance of all component separate documents is complete or there is a mutually agreed to plan for update of documents at a future date as an example</p>
Acceptance Criteria	<ul style="list-style-type: none"> • The PMP will be developed collaboratively with the Project Management Committee. Final Acceptance will be gained from a review of the document with the Project Teams with signoff coming from both the Project Managers
DAS Response Period	10 business days
Deliverable	Description
Data Conversion Plan and Initial Database Delivery Services Deliverable #2	<p>Describes the planned activities and associated strategy for conversion with detailed field level data mapping.</p> <p>Initial database delivered with Customer data.</p>
Acceptance Criteria	<ul style="list-style-type: none"> • Includes a description of the approach to conversion, including the conversion process, steps in the process, and conceptual diagrams. • Includes mapping the existing intermediate files to Manatron's



	<p>application tables.</p> <ul style="list-style-type: none"> • Defines intermediate files to be used. • Provides detailed field data mapping from the Customer extract files to target field in the application database tables. • Provides purification guidelines for the Customer when creating extract files. • Describes data conversion reports to be automatically produced by Manatron's conversion programs. • Describes options for correcting rejected records. • Documents data conversion requirements for current and historical data. • Provides a general description of how data conversion quality will be validated. • Defines acceptance criteria for data conversion. • Defines roles and responsibilities for executing the strategy. • Delivers the initial sample set of Customer data to an agreed upon environment for Customer review.
Acceptance period after DAS submission	10 business days
Deliverable	Description
<p>Product Overviews/Configuration Workshops</p> <p>Services Deliverable #3</p>	<p>The process of reviewing the product functionality for the Customer and determining the necessary configuration or business process changes available in the COTS solution</p>
Acceptance Criteria	<ul style="list-style-type: none"> • Product overviews and business process review sessions were conducted with representatives from Manatron and Customer. • All documented business process changes have been reviewed by the implementation teams. • Undocumented business process changes have been identified and documented. •
Acceptance period after DAS submission	10 business days
Deliverable	Description
<p>Manatron Delivered Training Sessions</p> <p>Services Deliverable #4</p>	<p>Training services provided by Manatron to the Customer.</p>
Acceptance Criteria	<ul style="list-style-type: none"> • All Manatron provided training sessions identified in the Training Strategy Document are complete. • Copies of Curriculum and Training Materials have been received and cover all of the functionality being delivered. • Manatron has provided an assessment of the skill levels of each trainee and any recommendations for additional training.
Acceptance period after DAS	10 business days



submission	
Deliverable	Description
User Acceptance Testing Completed Services Deliverable # 5	<p>Completion of two test cycle iterations of User Acceptance Testing as defined by the Test Plan. The Customer will be responsible for management of the test cycle, resource availability, testing locations, and process used to complete the test cycle. The Customer will also develop the test cases used in UAT; as well as performing the tests.</p> <p>Testing will be performed in local environment (servers located at pre-determined Customer site).</p> <p>Test cases will cover application configuration, interface development, and report deliverables.</p> <p>Identifying, classifying and prioritizing all faults discovered during the testing cycle with a plan for additional troubleshooting or resolution. This process will be a collaborative effort between Manatron and Customer project teams.</p> <p>Issues discovered with the data will be addressed in one of three ways – adjustment to the legacy extract programs, modifications to the import programs, or manual data correction and clean up.</p>
Acceptance Criteria	<p>Two test cycles have been completed as defined by the Test Plan.</p> <p>A plan to address reported faults has been provided to the Customer.</p>
Acceptance period after DAS submission	10 business days
Deliverable	Description
Production Conversion and Delivery of Database and Configured Application Software Deliverable #2	<p>The point at which the jurisdictions data has been converted into a database suitable for production use. 100% of the data is usable in the production environment.</p> <ul style="list-style-type: none"> • 200 hours of capped effort for interface development have been delivered • 200 hours of capped effort for report development have been delivered • The application has been configured to meet the defined requirements and allow all critical business processes to be executed using the GRM product suite.
Acceptance Criteria	The Customer has begun to run their business in a production environment on the software solution.



Acceptance period after DAS submission	10 business days
Deliverable	Description
Final Sign-Off and transition to Maintenance and Support Services Deliverable #6	Final acceptance at the end of the project.
Acceptance Criteria	<ul style="list-style-type: none">• All material deliverables have been received and accepted.• All previously agreed to corrective actions have been completed or a mutually acceptable plan for their completion has been developed.• The latest software release has been operational for at least 2 weeks• The Customer has been running their business in the production environment for a minimum of 30 calendar days.
Acceptance period after DAS submission	10 business days

5 Project Schedule (Template)

The chart below illustrates the timing and duration of the main activities and milestones of the project. The dates are estimates only as of when this SOW was completed. The chart is intended as an overview to aid in the general understanding of the project schedule. A more detailed schedule is provided by Manatron that falls within the overall structure of this summary schedule and that will be used as the working schedule for the project.

Task Name	Additional Info	Duration	Start	Finish
Project Implementation				
PROJECT START-UP		283 days	Mon 1/7/13	Wed 2/5/14
Project Planning		5 days	Mon 1/7/13	Fri 1/11/13
Project Kick Off Meeting		5 days	Mon 1/14/13	Fri 1/18/13
#1 Project Management Plans and Project Schedule		3 days	Mon 1/21/13	Wed 1/23/13
Software Hosted Delivery		0 days	Wed 1/23/13	Wed 1/23/13
(License Fee) Signoff on Base System Install		18 days	Mon 1/7/13	Wed 1/30/13
Conversion/Configuration - Initial (Subset)		0 days	Tue 1/8/13	Tue 1/8/13
#2 Conversion Acceptance (Initial)		55 days	Thu 1/31/13	Wed 4/17/13
Conduct Product Overview Workshops		0 days	Wed 4/17/13	Wed 4/17/13
#3 Manatron Configuration Workshops Final Acceptance		68 days	Wed 1/9/13	Fri 4/12/13
Conversion/Configuration (County Specific/Full)		0 days	Fri 4/12/13	Fri 4/12/13
Reports and Interfaces		39 days	Thu 7/11/13	Tue 9/3/13
Install DB and Application (Local)		14 days	Wed 9/4/13	Mon 9/23/13
User Acceptance Testing		45 days	Mon 4/15/13	Fri 6/14/13
#5 System Acceptance & Sign off		58 days	Thu 1/31/13	Mon 4/22/13
Production Data Conversion		170 days	Tue 4/23/13	Mon 12/16/13
(License Fee) Production Delivery - Deployment		0 days	Mon 12/16/13	Mon 12/16/13
Training		7 days	Tue 12/17/13	Wed 12/25/13
#4 Training Sessions Complete		0 days	Wed 12/25/13	Wed 12/25/13
Production Go Live		31 days	Tue 9/24/13	Tue 11/5/13
Migration to Support		0 days	Tue 11/5/13	Tue 11/5/13
#6 Final Sign-off		15 days	Thu 12/26/13	Wed 1/15/14
		15 days	Thu 1/16/14	Wed 2/5/14
		0 days	Wed 2/5/14	Wed 2/5/14



6 Responsibilities

6.1 The Customer Responsibilities

6.1.1 Office Facilities

The Customer shall provide timely access during their regular business hours (M-F 8:00am-5:00pm) to office facilities for Manatron personnel while they are on-site. If after-hours access is necessary it can be pre-arranged. These facilities shall include work areas, desks and chairs, telephones and wireless access, copier machines, and access to a facsimile machine.

6.1.2 Facilities Access

The Customer shall provide timely access to all required areas of their premises for Manatron to perform our duties within the requirements of this SOW. Access to restricted areas of the Customer premises (including the server room, wiring closets, and so forth) must include an authorized escort.

6.1.3 Data

The Customer shall provide access to business, operational, and technical data for their environment, as necessary to meet the objectives of this Project. The Customer shall provide the necessary extracted data in the agreed upon intermediate format required to complete the data conversion. Data and data access will be provided under a mutually agreed security policy.

The Customer is responsible for all data cleansing activities. Manatron will provide subject matter experts to assist with troubleshooting and developing cleansing strategy.

6.1.4 Training

The Customer shall be responsible for participating in the Product Overview/Configuration Workshops; Manatron-led training sessions; identifying Customer subject matter experts responsible for defining and documenting the Customer business process using the Manatron product suite; and addressing all Change Management issues within the Customer offices prior to system deployment.

6.1.5 Test Cases

The Customer shall be responsible for developing testing scenarios from defined business processes, documented requirements, and current examples of business use cases. Execution of the functionality testing, as well as data conversion review and validation is the responsibility of the Customer. Manatron will provide sample test case scenarios and subject matter experts to assist with troubleshooting, system training, and facilitate logging/tracking of identified product defects.

6.1.6 Procurement

The Customer shall procure and fully license all hardware and software products, other than the software provided by Manatron, required for the project.

6.1.7 Staging Areas/Application Environments

The Customer shall provide staging areas for the purpose of hardware and software configuration, and operational state testing before installing upgraded or new equipment at the Customer site.

6.1.8 Backup Equipment

The Customer shall provide all the necessary hardware and software to perform software backup activities.

6.1.9 Software Solution Lab

The Customer shall provide a facility that will serve as the software solution lab where computer terminals will be set up for interfacing with the test and development database.

6.1.10 Network Infrastructure

The Customer will provide the network environment to support the necessary hardware.



6.1.11 Task Responsibility Matrix

A Task Responsibility Matrix for the project will be set forth in the PMP and accompanying Resource Plan.

7 Milestone/Deliverables Acceptance

For each of the key milestones/deliverables identified in this SOW there will be a formal acceptance process in place. The simplicity of this activity should not diminish its importance. By virtue of completing an acceptance process, the Customer Project Manager is providing Manatron with assurance that the Customer is satisfied that the deliverable in question and it can be marked complete. Acceptance criteria for each deliverable are further defined in Section 4 of this SOW.

The procedure for formal acceptance of a deliverable will have the following steps, in conformance with the contract section on Approval/Acceptance of Deliverables:

- A key deliverable/milestone in the Project Deliverables section of this SOW and the project schedule will be completed and presented to the Customer.
- For the major project deliverables Manatron will schedule a “Deliverable Overview” conference call with the Customer Project Manager to outline the content of the deliverable and provide any points of clarification. This conference call will be scheduled to coincide with the completion of the deliverable.
- A Deliverable Acceptance Statement (DAS) will be presented by the Manatron Project Manager to the Customer Project Manager
- The Customer Project Manager will review the DAS; confer with the appropriate team members and sign and return the DAS indicating acceptance, or in the case of non-acceptance documenting the reasons for the non-acceptance.
- In the case of non-acceptance of a deliverable, Manatron will confirm receipt of the Customer’s non-acceptance and provide a written response detailing the plan to address the non-acceptance issue(s).
- The Manatron Project Manager will catalog the response on the Deliverable Register and if the deliverable is not accepted document the effect on the project in the next Project Status Report.
- The Customer will make its best effort to approve, or reject project deliverables, or otherwise request an extension for deliverables defined in this SOW. The timeframe for approval of the submitted DAS is also defined for each deliverable. In the event the Customer does not respond according to the defined acceptance period for a deliverable, Manatron will assume the deliverable is approved.

8 Payment Schedules

Product Description	Fee
GRM Application Suite of Products	\$261,011
Implementation Services	\$355,243
Year 1 Maintenance and Support	\$58,622
Project Total	\$674,876

Maintenance and Support for GRM Application Suite of Products	Fee
Year 2	\$60,345
Year 3	\$62,119
Year 4	\$63,947
Year 5	\$65,829
Year 6	\$67,804
Year 7	\$69,838
Year 8	\$71,933
Year 9	\$74,091
Year 10	\$76,314

10-Year Payment Schedule

Product	Year 1	Year 2	Year 3	Year 4	Year 5
GRM	\$128,710	\$128,710	\$128,710	\$128,710	\$128,710
EGov	\$26,400	\$13,595	\$14,003	\$14,423	\$14,856

Year 6	Year 7	Year 8	Year 9	Year 10	Total
\$128,710	\$128,710	\$128,710	\$128,710	\$128,710	\$1,287,100
\$15,301	\$15,760	\$16,233	\$16,720	\$17,222	\$164,513

***Notes:**

- Sales Taxes are not included in the amounts above, and will be added at the time of invoicing where applicable.
- Year 1 invoicing will occur immediately. Subsequent years will be invoiced on the anniversary.
- All payments are due Net 30 Days of invoicing.
- Travel will be billed monthly as incurred.

TO BE ADDED:

Appendix C: Product Feature List

Appendix D: Hardware/Equipment Specifications

APPENDIX C

GRM Product Feature List

Inyo County, California

GRM Product Feature List

California Property Tax Processes and Calendar – Recurring Functions and Key Dates

The purpose of this section is to describe two types of situations regarding the GRM/CAMA deployment in California:

1. Recurring business processes which incorporate new features unique to California, or existing GRM functions where fundamental changes have been applied to accommodate the California environment
2. Business processes which have a specific time frame when they are run, either annual or other set frequency

For many of the functions, where applicable, the specific menu access path in GRM has been specified.

Tax Collector

Recurring processes:

- *Daily balancing* – special balancing template developed by Thomson Reuters
- *Refunds* – weekly – new refund workflow (Path: Tax > Accounts Receivable > Refund Workflow Process)
- *Remittance processing* – daily during busy payment season (November – April); only for annual secured and unsecured bills – (Path: Tax > Accounts Receivable > Batch Collections; several processes in list)
- *Payment plans* – for both 5-year and 4-year plans, periodic as set up (Path: Tax > Accounts Receivable > Payment Plans)
- *Correspondence* – periodic as needed (Path: Tax > Accounts Receivable > Correspondence)
- *Corrected bill runs* – weekly (Path: Tax > Billing > Bill Processing > Mass Bill Print and Export)
- *Supplemental bill runs* – weekly (Path: Tax > Billing > Bill Processing > Mass Bill Print and Export)
- *Penalty waiver* – as they occur (Path: Cashiering > General > Sessions; then use cashiering facility to waive the penalty)

Periodic processes:

- *Annual secured bill generation* - due out mid-October every year –County will develop processes as part of the PDF generation
- *Annual unsecured bill generation* – due out mid-June every year
- *Installment payment due dates:* 12/10 and 4/10
- *Secured to unsecured process* – every May
- *Secured to default process* – every year around July 1
- *Tax Sale* – in California, this is a property sale, not a certificate sale – (Path: Tax > Delinquent > Advertising and Correspondence; various items)

Auditor

Recurring processes:

- *Corrected bill process* – weekly (Path: Tax > Assessment Processing > Assessment Roll Processing; then select Category: Annual Corrections and Escapes)
- *Supplemental bill process* – weekly (Path: Tax > Assessment Processing > Assessment Roll Processing; then select Category: Supplemental)
- *Daily balancing* – in conjunction with collections reports provided by the Tax Collector
- *Refunds* – weekly (Path: Tax > Accounts Receivable > Refund Workflow Process)

Periodic processes:

- *Apportionment Factors* – setting up how collections will be allocated (Path: Tax > Distribution > Apportionment Factors)
- *Supplemental distribution* (what the County refers to as their Supplemental apportionment) – every month-end (Path: Tax > Distribution; several sub-processes)
- *Annual AB8/Teetered distribution* – mid-December, mid-April and true-up at fiscal year-end (Path: Tax > Distribution; several sub-processes)
- *Export to FAMIS* (General Ledger System) – accompanies each distribution (Path: Tax > Tax Accounting; several sub-processes)
- *Generate Special Assessments (SA)*, including Rate Table Specials (Path: Tax > Special Assessments > Special Assessment Maintenance; search for Rate Table types)
- *Aggregate Overrides and Manual Entries* – annually in January – April – (Path: Levy > Overrides)
- *SBE (State Utilities) Values Import* – annually in August/September – (Path: Tax > Levy > Data Interfaces > SBE Import)

Assessor

Recurring processes:

- *Process transfers* – daily; includes identifying exclusions (Path: Records; various sub tasks)
- *Corrected bill process* – weekly (Path: Assessment Admin > Events > Assessment Event Maintenance)
- *Supplemental bill process* – weekly (Path: starts in Records, work queue, then various sub tasks)
- *Splits and merges* – as needed, primarily late in year prior to 1/1 lien date (Path: Records > Revenue Object Maintenance ; select task split or merge)
- *Assessment Notices* - coincident with supplemental processing (Path: Assessment Admin > Assessment Processing > Assessment Notices > Assessment Notices)
- *New construction/permits* – all year long, emphasis in the spring (Path: Initiates in CustomCAMA; workflow passed to GRM)

- *Personal Property* – (Unsecured) roll corrections (Path: Personal Property > Accounts or Assets; then choose account to be corrected)

Periodic processes:

- *Mail out Business Statements (571 forms)* – January
- *Process Exemptions* – around February (Path: Assessment Admin > Revenue Object Modifier Maintenance; select PIN, and go to Modifier screen)
- *Prop 58 and 60 quarterly reports* – due in mid-December, March, June, September
- *Prop-8 assessments* – start in March, complete in May (load batch file into CAMA)
- *Restricted property, Possessory Interest (PI) assessments* – April
- *Annual enrollment process* – Prop-13 – initiated early in calendar year, complete by
- *Roll closing (certify values)* – June/July (Path: Assessment Admin > Assessment Roll Processing ; select Annual category)
- *DMV Import* – monthly – file received from State of new vessels and changes in addresses (Path: Personal Property > Discovery > Manage Discovery Worklist)
- *Personal property* – State depreciation schedule table update (December/January) (Path: Personal Property > Setup > Value Schedules)

Feature List

The following sections describe features which are included within the integrated GRM/CustomCAMA application suite. The sections are organized according to module, and features are identified for the following areas:

- Foundation
- Information Center (Info Center)
- Records
- Cashiering
- Billing
- Delinquents
- Accounts Receivable (A/R)
- TRA, District and Fund maintenance, Levy/Rate Setting
- Apportionment and Distribution
- Special Assessments (SA)
- Tax Roll Processing
- Assessment Administration (AA)

- Unsecured/Personal Property (PPA)
- Real Property Appraisal /CustomCAMA
- Interfaces
- Reporting/Reports

Foundation features of GRM

Menu bar (customized by security role) – identifies modules available to the user who is logged on to the system

Side bar - appears along the side of the main screen area, and includes information about:

Effective versioning – identifies the current version of the system, which helps when asking questions or reporting any potential issues

Active tasks – you can have several tasks open simultaneously, and with a click go from one to another task without losing track of where you are

Work list – this shows any tasks that are assigned to work queues to which you have access

Common actions – these are actions or features which you may want to access, for the parcel you are currently accessing

Help center – every screen and process in GRM has explanatory information on a field-by-field basis; in addition, there are a number of general process overviews describing the steps and results of each one

Work area - the main screen area is where search and query data is entered, and where results are displayed. Many of the screens have panels and sub-panels, in which portions change as different data is selected. For example, if a tax bill for a particular year is selected, the bottom portion changes to reflect the charges on that bill.

Hot links to other functions – GRM is a browser system, and there are many data items which have a “hot link” capability, so a click takes you directly to that screen/function

Correspondence – ability to create various letters and forms using the embedded mail-merge facility

Flags – can define flags to identify unique conditions that you want to signify visually, such as for payment plans, bankruptcy. Flags can be applied to parcels, legal parties or bills

Systypes – this is the GRM term for codes and drop-down selection lists, most of which are user-definable

User-defined fields – can define fields which are not already contained in GRM, and associate them with specific screens or processes

Functional calendar – GRM incorporates a comprehensive configurable calendar that identifies all significant dates associated with the property tax cycle (e.g. fiscal year dates, billing due dates, penalty dates, etc.)

Security settings – GRM incorporates a comprehensive security module which allows you to define various discrete roles, which allows, or prevents, specific users (through assignment to roles) from accessing menu items, screens and processes

Information Center (Info Center)

The Info Center is the general purpose inquiry tool that allows users to view a wide variety of information on parcels and accounts. The following are different views available:

Tax Detail – provides detailed information about bills, taxes, payments and values

Revenue Object Detail – displays data from a parcel perspective, including document history and ownership

Appraisal – provides a summary of key property characteristics

Legal Party – shown from the viewpoint of the parties associated with the parcels

Personal Property – direct views into unsecured account information

Info Center allows the following searching options (which also support “wildcard”/partial field lookups):

- Parcel/Account number
- Business name
- Owner name
- Driver’s license number
- SSN (with security)
- Tax ID number
- Phone number
- Alternate account number
- Mailing address
- Situs/Location address
- Supports scrolling through results

Notes

GRM allows users to add notes of virtually unlimited length. You can also associate “key words” with any note, which allows “filtering” notes at a later date when searching for specific types of notes.

Free-form notes can be attached to:

- Revenue Object (Parcel)
- Tax Bill
- Legal Party

Common Actions from Info Center

The following items are available in the sidebar as common actions in the Tax Detail view; all these actions are controlled by security, so only authorized users can access these items. When an action is selected, the PIN/parcel number being viewed is automatically passed to the item, and the selected screen/information is displayed for this parcel.

Appraisal Detail – into view of property characteristics

Chain of Title – shows the history for the chain of title for the parcel

Delinquents – displays all information where there have been delinquent payments or bills

Document History – lists all documents associated with the parcel

Event History – provides a list of all major events that have occurred for the parcel

Ownership History – shows the history of all ownership changes

Related Items – if applicable, shows how this parcel is related to other ones, such as when an unsecured account is billed on a secured parcel

Special Assessments – displays information about all special assessments to which the parcel belongs

Transaction History – lists all financial transactions, including bills/charges, payments, adjustments, reversals, and cancellations; a complete audit of the financial history of the parcel

Lender Information – provides data about any lender or tax service associations with the parcel

Edit Addresses – allows you to add, change or delete addresses

Manage Flags – lets you view, add or delete any flags associated with the parcel

Pay Taxes – if authorized, takes you directly to the payment entry screen and cashiering facility

Process Corrections – if authorized, allows you to make corrections to the bills or charges for the parcel

View Assessment History – takes you to the assessment history screen, which shows at a glance the values associated with the parcel from current back through all years for which values have been converted into the system

Correspondence – allows you to print specific letters or forms which have been set up in advance

Records

The Records module provides features that pertain to the parcel “fabric” and associated legal parties and addresses. Includes the following functions:

- Create new parcels and accounts, such as for manufactured homes, state properties and other special property types, such as possessory interests

- Perform parcel splits/cuts and merges/combo and lot line adjustments

- Maintain legal parties (owners, assesses, trustees, business owners, etc.), as well as communication information about them (mailing/contact addresses, social security numbers, other ID's)

- Maintain situs/location addresses about parcels and accounts

- Manage all ownership and beneficial interest data, and process transfers and other events via recorded documents; manage all exclusions as applicable

Cashiering

Provides for the application of payments, both in-person and for mailed-in payments which are posted in batches

Security-controlled, role based

All money collected in sessions for audit and balance control

Retrieve bills to be paid by bill number or parcel; If by parcel, system displays total amount due for parcel

Can select bills for specific tax years

Can toggle to show only installment currently due, or override to pay only specific charges

Can override effective pay date (such as for mail postmarks entered on a later date)

Defaults to Assessee on parcel, can override for different payer

Receipt can be generated automatically

All payments are totaled by drawer session, and each cashier balances own drawer

All payments are balanced using the "Back Office" facility by supervisor

System can generate deposit slips, and can deposit by session or by total receipts for the day

Can collect advance payments

Can accept payments/installments on payment plans

Can post payments in batches, such as from mail; system tracks running totals for the session

Can use flags to control payment types (e.g. Bankruptcy, alert to accept only certified funds)

Can accept money from miscellaneous sources (payments not related to tax bills)

.If authorized, can configure to accept partial payments on either/both secured and unsecured bills

.Can use cashiering screen to waive penalty and/or interest

System automatically computes change to be returned (if payment is in cash) or surplus to be created (for checks)

Can use surplus (money currently in trust) to pay outstanding bills

Can accept payment for tax sale and redemption amounts

A number of common actions on the cashiering sidebar, including:

- Search by various criteria
- View detailed tax information for parcel
- Open another session
- Reconcile a session
- Manager receipts and checks

Billing

This module controls the printing and grouping of various types of tax bills (secured, unsecured, supplemental, etc.). Bills can be generated either in groups (such as for the annual secured bills) or individually, or in smaller groups (e.g. a weekly corrections roll)

Allows for generation of a print file and/or a PDF file format

Print bills for batches certified by the Auditor, which show up as ready to print

Select types of bills to be printed (e.g. only unsecured bills)

Selectively print trial bills or groups of bills for proofing before mailing

Customize the billing formats to meet your County specifications

Delinquents

GRM provides the ability to track delinquent payments and bills, for both secured and unsecured parcels/accounts. When specified dates have passed and a balance remains, the system automatically applies penalty, fees and interest, based on the calendar defined in the system. For example, on December 11, GRM applies a 10% penalty to the first installment tax amount, if it is unpaid.

The Delinquents module makes use of delinquent groups, which are generated by providing specified criteria, such as tax year, overdue date, as of date, TRA and flags. Once a group has been created, you can apply fees, flags, generate letters, and create copies of tax statements to each bill in the group.

Correspondence – develop letters for specific conditions and generate them for mailing to taxpayers

Define fees – define criteria by which to generate certain types of fees, which can be applied to bills meeting the condition

Advertising list – produce an advertising list intended for use in publications/newspapers, or to provide to vendors conducting the tax/property sale

Case management, such as for bankruptcies – provides a facility to create and track information associated with bankruptcies or other legal matters

Generate the abstract or defaulted roll reports at the close of each fiscal year

Move secured bills for manufactured homes to the unsecured roll, should they become delinquent

Allow for write-off of uncollectible accounts consistent with R&T Code provisions

Accounts Receivable

ACH Processing – if used, provides facility to manage the ACH/automated pay-by-check process

Manage Payments – facilities to allow users to work with payments after they have been initially applied. Includes the following selections:

Reallocate – move payments from one bill to another, for the same parcel

Reapply – move payments from one bill to pay a bill on another parcel

Cancellation – cancel a bill or specific charges

Bad Check – surplus/no surplus – apply a fee when insufficient funds are identified

Refund/Reverse refund – allow you to use surplus funds to generate a refund, or to reverse a refund if a check/warrant has not yet been processed

Advance payments – allows payment to be taken prior to a bill being generated, and associate it with the parcel, to be applied at a later date

Surplus management – refers to all monies not currently applied to a bill, currently being held in trust, subject to eventual refund or re-applying to another bill

Payment plans – allows you to set up, and manage, redemption/5-year plans, escape/4-year plans, and other non-structured plans (such as for a bankruptcy)

Batch collections – includes a series of processes used for collecting batches of payments, such as from tax services and lenders, remittance processors and lock boxes

Refund workflow – allows you to configure the refund process to meet your County's specific requirements; includes ability to separate Tax Collector refunds (overpayments, duplicates) from Auditor ones (roll corrections)

Reports and Correspondence – provides a series of reports available for managing payments

TRA, District and Fund maintenance, Levy/Rate Setting

Provides ability to set up and maintain tax entities at various levels:

Tax Authorities – also called taxing districts

Tax Funds – associated with tax Authorities and ultimately TRA's

TRA's (Tax Authority Groups or TAG's in GRM)

RDA Districts (Tax Increment Financing Districts) – although new districts will not be created, existing ones have outstanding obligations that can be tracked in GRM

Provides for the identification of various attributes by fund, such as fund category and whether the tax authority/fund uses the Teeter method of distribution, and whether it participates in ERAF, VLF, ADA and SB756

Identify Fund/TRA relationships for increment calculation and apportionment factor generation

Calculates debt service rates based on amount of money to be raised, or generates amount to be raised if rates are provided externally

Allows for the manual entry of override values, such as for RDA pass-thrus or apportionment fund shift

Apportionment and Distribution

GRM generates all apportionment factors, including:

- Annual AB8
- Supplemental
- Unitary
- Unitary DS
- Unitary Railroad
- HOPTR

GRM calculates the AVI (annual value increment) and ATI (annual tax increment) based on comparison between prior and current year values

Provides for the distribution of funds based on either the Teeter method (so-called "entitled" funds) or based on Collections (non-Teetered)

Distribution is based on rules that are configured to match R&T Code and County policy

GRM provides for so-called pre-distributions, which are trial runs which can be processed and reviewed several times until the desired result is achieved; then a final distribution can be run

Special Assessments (SA's)

Provides the facility to create and maintain SA districts, to compute and load SA charges, and to apply them to tax bills

SA's can include fixed fees and charges, or can be used to calculate charges based on various criteria, such as property use, acreage, or other definable characteristics

Can be used to compute charges classified as bonds, of both fixed and amortized type

Provides a file import process to load batches of SA charges from external districts or other systems

Can manually apply charges, or change or delete charges by parcel

All SA charges are tentative until approved and posted by the Auditor or authorized user

SA charges can be entered, loaded, and/or posted district at a time, or by category (sewer, water, etc.)

GRM supports the application of administrative fees, either added to the charges or as a percent or amount of the SA charges

SA charges are applied to tax bills during the tax roll generation process

Tax Roll Processing

This facility is managed by the Auditor and provides for control over the tax extension process.

Separate processes for annual, supplemental and corrections and escape rolls

The annual process consists of the following steps:

- Generate the annual roll
- Calculate various aggregate totals (by TRA, by District)
- Calculate debt rates
- Extend/compute the taxes
- Apply special assessments to the bills
- Proof the bills
- Post all taxes and charges (certify the tax roll to the Tax Collector)

Other roll types undergo similar steps, as applicable to the type of roll (e.g. no special assessments on supplementals)

Assessment Admin (AA)

The AA module is the control center for determining assessed values, and for certifying values to the Auditor for tax extension. AA makes requests from the Real Property Valuation module for market values on specific parcels at points in time, and uses the results to determine the correct value. Features include:

The Assessment History screen displays many different types of values for a parcel, by tax year, including:

- Information about the type of assessment (such as the event date, annual/supplemental, secured/unsecured, original/revised)
- Factored base values (land and improvement)
- Assessed values (land and improvement)
- Restricted values (if applicable), such as Williamson or Open Space properties
- Exemption amounts
- Pro-ration factor (for supplementals)
- TRA/TRA rate and tax bill information
- Handles events from an effective date standpoint
- Exemptions (Modifiers)

Generates appropriate value notices as required (such as for Prop-8 reductions, escapes and supplementals)

Maintains a history of all assessment events, including annual, supplemental (transfer or new construction), escape, calamity, demolition and corrections

Build around a workflow processing engine which presents tasks in work queues, to be assigned to specific users or groups of users, which can go through a series of steps until they are completed

AA manages the calculation and retention of base value segments (BVS) and their associated beneficial interests (BI), and determines the correct assessed value from one or more "candidate" values (such as a Prop-8 reduction) by comparing the values and selecting the lower one. Should the current market value exceed the Prop-13/trended value, AA will select the Prop-13 value as the assessment

AA incorporates the value roll processing feature and allows the user to initiate and manage the various roll processes (annual secured, annual unsecured, supplemental, escapes and corrections)

When the annual roll process is initiated, GRM/AA determines which parcels require an annual valuation (such as Prop-8 parcels from the prior year, restricted properties and some PI's) and initiates a workflow task to the CAMA module requesting a current-year valuation. For all others, AA assumes the value will be trended (Prop-13). AA keeps track of the outstanding request from CAMA and provides a report that identifies any parcels for which a value has not been received.

Likewise, for individual parcel events (such as transfers) AA requests a value from CAMA and a workflow task is initiated until the value has been provided

GRM includes a “direct enrollment” feature, which allows a County to generate an assessment without further inspection, based on criteria established in advance (sales price and reported price close enough, residential only, 100% transfer, no exclusion, single property)

Unsecured/Personal Property

This is the module used to value all types of unsecured property, including business equipment, vessels/boats and aircraft

Allows creation and maintenance of unsecured accounts, and track information about them, including:

- Owner name and address
- Situs address
- TRA
- Class or SAIC code
- For each tax year, asset inventory, including acquisition year and cost, and assessed values
- Located on, or secured to, real property parcel
- Override value, if applicable
- Filing status
- Notes

Can roll accounts and assets to coming tax year, in groups or individually

Can deactivate accounts, and reactivate as applicable

Maintain process cycle status to manage workload, such as:

- Statements not yet sent
- Sent but not yet received
- Received but not yet worked
- Worked but not yet posted
- Posted (and made available to the AA module for certification and taxation)

Tracks the appraiser who worked the account

Generate mailing labels for 571 and other reporting forms

Produce labels for reminder notices

Produce labels for direct enrollment postcards

Generate the aircraft export file for the DOR

Process the boat import files from the State

Allow for direct enrollment for accounts with no change in asset inventory

Can certify unsecured values (and extend taxes) prior to the certification of the entire 601 roll

Attach unsecured account value to secured parcel for billing purposes

Track audit information

Identifies if the assessment is under appeal

Maintain leased property relationships between lessor and lessee

Incorporates the State percent good schedules used to value assets

Can post values individually or in groups

Real Property Appraisal (CustomCAMA)

Highly customizable application integrated with the AA module is able to handle complex valuation of Real Property. Table driven and easily adapted to needs and business processes.

Create Values using a range of different valuation methods including:

- Comparable Sales Module with ability to have as many models as needed with both User and Canned Parameter ability
- Prop & Value Production in batch
- Restricted Valuation – Williamson Act, Mills Act, Timberland Production Zones, etc
- BOE Valuation
- Marshall & Swift Valuation for Commercial Properties – availability of multi-year M&S values
- Possessory Interest Valuation such as Boat Slips, Hangars, etc
- Income Valuation using multiple income streams
- Discounted Cash Flow Capability
- Allocated Value – using percent value from Land and Building to create valuation
- Blended Valuation – using two or more valuation methods to create value

Point in Time Valuation:

- **Event History Screen** – allows users to keep track of all events completed and currently actionable on an account. Allots for out of sequence events and corrects them accordingly. The listing maintains the event type, date, valuation information and appraiser notes associated with the event
- **Comparable Sales** – comparable sales valuations can be saved and reviewed later in time if needed. Whenever a Comparable Sale run is completed, the set is saved to the parcel and is available for appraiser review to establish conclusion of value
- **Parcel History Records** – a comprehensive parcel history of valuation and characteristics at the time of choosing. Can be automated to coincide at the time of an event and can be completed manually on the individual parcel level by the appraiser.
- **Transfer History** – each parcel keeps a record of general parcel characteristics associated with each transfer event
- **Workflow History** – history of each workflow task performed on a parcel

Comprehensive Improvement-level valuation using table driven BOE or Marshall & Swift rates:

- **New Construction value tracking and creation.** Ability to track New Construction values separately depreciated on parcel and section level
- **Ability to have multiple subarea types, section values and building characteristics per building section and building**
- **Extra feature improvements can tie into buildings for valuation**
- **Replacement Cost New (RCN) value tracking on the subarea, section and building level**
- **Can generate square footage based on actual, effective or heated area of buildings**

Tracking of parcel relationships and percentage of value allocation from one to Parent/Child/Other parcels

Application of multiple value adjustments at the Parcel level

Application of multiple value adjustments at the Building level

Land Valuation can be completed within the CAMA module to value Residential, Market or Agriculturally exempt land

Mass Update Capabilities for adjusting values and information on large sets of parcel value and information at once, including:

- **Ability to add Buildings and Building Features for Tract valuation**
- **Sales**
- **Land Line Value and Unit Adjustments**
- **Comparable Sales Models**
- **Income Model Adjustments**

- Attach a document to multiple parcels at once

Event Initiated Workflow capability – built in workflow capability starts a workflow when an event is initiated. This allows users to search for their outstanding events and tasks. Workflows are tied to events or specific actions, there is the ability to define tasks per workflow process and automatically route these tasks to different individuals or departments based on client defined parameters. Workflows can be initiated by AA module or by users within the CAMA module.

A wide variety of permitting features are included within the CAMA application, such as:

- Permit Import utility for automatic uploading and updating permits into database
- Historical Permit listing
- Ability to tie permits to events
- Ability to change permit status life cycles
- Assign permits to users for review in batch based on area or user ID

Detailed Transfer information tracking:

- Indicating Qualified/Unqualified Sales types
- Inclusion of Transfers in customizable comparable sales feature
- Automatic Transfer history including parcel characteristics at time of transfer
- Ability to handle related sales in an easily identifiable manner
- Multiple Beneficial Interest tracking

Comprehensive Sketch Tool Included within the CAMA interface for seamless sketching:

- Accepts Mouse and Keyboard drawing for immediate production of value
- Ability to enter traverse strings or square footage for immediate production of value
- Ability to integrate with Apex sketching tool

Attachments on the account level – offers the ability to attach any type of file supported by the user's PC to a parcel. Attachments can be associated with individual buildings, transfers and events.

GIS Mapping Capability

- Integration of ArcGIS tools
- Client defined layer settings
- Mapping at the Parcel level
- Mapping of set properties such as Comparable Sales or Neighborhoods with one click
- Oblique imagery display

Wide Variety of Query Tools – ability to create customized queries using SQL for easy production of information reports with over 30 canned queries available.

Customizable Error and Edit checking capabilities

Bulk Copy of value and characteristic information from parcel to parcel

Interfaces

Standard, configurable interfaces file to a General Ledger package, and to receive information back into GRM from general ledger, such as for refund warrants/checks (check number, amount and date)

Configurable file I/O for remittance payments, web payments, lock box payments, etc.

Configurable file I/O for data extract to the web or other external systems

Reporting

Reports can be generated as PDF, XLS, MS Word, and txt

All reports can be set to first display to the screen and reviewed before printing as desired

Most reports are developed using Microsoft SSRS, and some are provided in Crystal Reports format

List of reports by module

Assessment Administration

- External Classifications
- External Classification rate
- External Classification Map
- Annual Assessment Status
- Annual Exemption Status
- Assessment Summary
- Assessments Ready for Tax Extension Detail
- Assessments Ready for Tax Extension Summary
- Base Value Segments
- BOE 801
- BOE 802
- CA- State Assessed Properties and Value
- Completed Assessments Summary
- Completed Assessments Detail

- Exemptions by Code Area
- Institutional Exemptions
- Non-Homeowner Exemption Scratch Roll

Levy Management

- Assessment Roll Corrections Detail by Revenue Object
- BOE-822
- BOE-822B
- Debt Service Bond Supporting Details for School 51/51A
- Distribution of Tax Increment by Fund by TAG
- Fund Listing
- HOPTR – State Property Tax Loss Reimbursement
- HOPTR Claim Schedule A
- HOPTR Claim Schedule B
- HOPTR Claim Schedule C
- HOPTR Claim Schedule D
- HOPTR Claim Schedule E
- Non-Unitary Growth Percentage Excluding Non-commercial Aircraft
- Rate Calculations by Tax Authority
- Rate Calculations by Tax Authority Group
- Roll Corrections Details
- Supplemental AB8 Apportionment Factors
- Tax Apportionment Worksheet after ERAF
- Tax Apportionment Worksheet Total Gross AB8 and Unitary
- Tax Apportionment Worksheet Total Tax Amount Due Agencies
- Tax Bill Summary by Fund
- Tax Bill Summary by Tax Authority
- Tax Bill Summary by Tax Authority Group
- Tax Bill Summary by TRA
- Tax Bill Summary by TRA and Assessment Type
- Tax Charge Corrections Detail by Value Group
- Tax Extension Summary by TRA and Assessment Type
- Tax Rates by TAG
- Tax Roll Values by Tax Authority Fund
- Tax Roll Values by Tax Authority Group
- TIF Increment Summary by Base Type
- TIF Property Associations
- TIF Summaries by Fund
- TIF TAF Increment by Base Type
- Top X Taxpayers
- Top X Taxpayers by Tax Authority

Special Assessments

- Principal and Interest Collection

- Special Assessment Expiration
- Special Assessment Value
- TAG Membership
- Amortization Report
- Balance Due Report
- Certificate of Tax Status Report
- Collections Report
- Data Files List
- Receivables report

Accounts Receivable

- Refund/Overpayment Listing
- Payment Listing Report
- Collections Summary Report
- Payment Management Audit report
- Levy Book
- Lockbox Summary Report
- Combined Refund Detail Report
- Payment Plan Listing
- Property Tax Revenue Report

Distribution and Tax Accounting

- California Distribution Rule Allocation Reports
- Distribution Transaction Report
- Agency Map Report
- Distribution History Reports
- Financial Transaction Detail Listing
- Payment Listing Report

Delinquents

- Delinquent Group Auctioneer Report
- Delinquent Task List
- Payment Summary Report
- Case Fee Payment Report
- Case Report
- Delinquents by Lender
- Delinquents by PIN
- Delinquent List
- Fee Report
- Flag Listing
- Flag Detail Listing
- Flag Summary Report
- Forfeiture Listing
- Group Listing

- Group Count Report
- Installment Balance
- Litigation Report
- Paid Listing
- Special Assessment Foreclosure Report
- Status Report
- Summary by Authority Report
- Summary Report

Cashiering

- Deposit Slip
- Session Reconciliation Report
- Daily Balance Report

Records

- Legal Party Audit Report
- Legal Party Mailing Address Comparison Report
- Parcel Report
- Productivity Report

Personal Property

- Asset Detail by Account
- Batch Return Extract
- Batch Zero Value Accounts by Class
- Cycle Status Count by Class
- Cycle Status Count with PINs
- Direct Enrollment Postcard Extract
- DOT Aircraft Extract
- Equipment Listing Report
- Leasing Company Report
- PP Statement Extract
- Second Notice Postcard Extract

APPENDIX D

**GRM Hardware/Server
Recommendation**

Inyo County, California

Manatron Recommended Hardware / Third Party Software

Recommended Tower Database Server

Item Description	Dell PowerEdge T420 ¹
PowerEdge T420	2.20GHz /10M Cache, 6.4GT/s, Xeon E5-2407, 4C 1066MHz Processor
Operating System	Microsoft Windows Server 2012 Standard Edition
Database Software	Microsoft SQL Server 2012 4 Core Standard Edition (Manatron ISV) ²
Memory	64 GB 1600MHz (16X4GB) Dual Rank LV RDIMMs
Internal Controller	PERC H710p Integrated RAID Controller, 1GB Cache
Hard Drive Configuration	RAID 1 / RAID 5 for PERC H710P Controller
Hard Drive Backplane	Up to 8, 3.5in Hot-Plug Hard Drives, PowerEdge T420
Primary Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
2nd Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
3rd Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
4th Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
5th Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
6th Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
7th Hard Drive	Filler
8th Hard Drive	Filler
Network Adapter	Dual Port 1 GB Network Adapter
CD/DVD Drive	DVD +/-RW SATA Internal Drive
Tape Drive	PowerVault LTO5-140 Tape backup, w/Controller Internal ³
Tape Backup Software	Symantec Backup Exec 2010 R2 ³
Tape Media	Tape Media for LTO5, 20 Pack ³
Chassis Configuration	Tower Chassis
Hardware Services	3 Year ProSupport Non-Mission Critical 4Hr 7x24 Onsite
Power Cords	2 X NEMA 5-15P to c13 Wall Plug, 125Volt, 10 feet/3 meter
Power Supply	Power Supply, Redundant, (1+1) 750W
Power Protection	UPS, Tower, 1000W, 120V, with 5-15P,3m attached cord ⁴
Form Factor	Tower

¹ Tower orientation, rack mount servers are available if the site has rack infrastructure.

² Microsoft SQL Server processor licensing available from Manatron with ISV pricing

³ Tape unit may be eliminated from configuration if the site has an existing backup solution.

⁴ UPS unit may be eliminated from configuration if the site has an existing power solution.

Recommended Tower Virtual Host Server – (virtual IIS and Batch servers)

Item Description	Dell PowerEdge T310 ¹
PowerEdge T310	2.93 GHz /8M Cache, Turbo, Xeon X3470 Processor, 4 Core
Operating System	Microsoft Windows Server 2012 Standard Edition, 2 Core, 2 VM
Memory	32 GB 800MHz (8X4GB) Quad Ranked RDIMM
Internal Controller	PERC 6i/SAS Internal RAID Controller, for Hot Plug Configuration
Hard Drive Configuration	RAID 5 for SAS 6i Controller
Hard Drive Backplane	Up to 4, 3.5in SAS Hard Drives, PowerEdge T310
Primary Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
2nd Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
3rd Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
4th Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
Network Adapter	Broadcom 5709 Dual Port 1 GbE NIC, w/TOE iSCSI PCIe-4
CD/DVD Drive	DVD +/-RW ROM Internal Drive
Chassis Configuration	Tower Chassis
Hardware Services	3 Year ProSupport Non-Mission Critical 4Hr 7x24 Onsite
Power Cords	2 X NEMA 5-15P to c13 Wall Plug, 125Volt, 10 feet/3 meter
Power Supply	Power Supply, Redundant, 400W
Form Factor	Tower

Recommended CAMA Recalculation Desktop Workstation



Dell OptiPlex 780 Desktop ⁵

w/ Microsoft Office 2010 Starter

System Configuration

- OptiPlex 780 Desktop
- Intel® Core 2 Duo Processor E7600 (3.06GHz, 3M, 1066MHz FSB)
- 4GB DDR3 Non-ECC SDRAM, 1333MHz, (2 DIMMs)
- Microsoft® Windows® 7 Ultimate 64Bit
- Integrated Video Intel GMA4500
- Dell Professional 19 Inch P1911 HAS Wide Panel VGA/DVI
- Dell Keyboard, USB
- Dell USB 2-Button Optical Mouse with Scroll
- 500GB SATA 3.0GB/s and 16MB DataBurst Cache™
- 16X DVD+/-RW, SATA Roxio Creator w/ CyberlinkPower DVD™, Media
- Microsoft Office 2010 Starter
- 3 Year Basic Support NBD On-site

Recommended Peripherals (as needed) ⁵

Laser Printer	Hewlett Packard HP 9040DN – 600 X 600 dpi, duplex)
Receipt Printer	Epson TM-H6000II-M147E or equivalent
Bar Code Scanner	Industry standard USB wedge

⁵ Purchase as needed

Recommended Third Party System Software

Database Server System Software

Item Description

Microsoft Windows Server 2012 Standard Edition
 Microsoft SQL Server 2012 Standard Edition, 4 Core
 Symantec Backup Exec 2010 R2
 ETrust InoculateIT Anti-virus Software
 Adobe Reader X
 PrintKey Pro screen capture software

Virtual Host Server System Software

Item Description

Microsoft Windows Server 2012 Standard Edition
 ETrust InoculateIT Anti-virus Software
 Adobe Reader X
 PrintKey Pro screen capture software

Third Party Hardware Pricing Summary:

Qty	Description	Unit Price	Extended Price
1	Dell PowerEdge T420 Database Server	\$6,110	\$6,110
1	Dell PowerVault LTO5-140 Internal Tape Drive w/controller ¹	\$3,009	\$3,009
1	Dell PowerVault LTO5 Tape Media – 20 Pack ¹	\$1,407	\$1,407
2	Microsoft Windows Server 2012 Standard 2 socket 2VM	\$559	\$1,118
1	Microsoft SQL Server 2012 Standard Edition ISV – T420 ²	\$4,027	\$4,027
1	Microsoft SQL Server Embedded Maintenance Processor – T420 ²	\$805	\$805
1	Dell PowerEdge T310 Virtual Host Server ³	\$3,874	\$3,874
2	Microsoft Windows Server 2012 Standard, 2 socket 2VM	\$559	\$1,118
2	Dell Optiplex 780 Recalculation Desktop with Office Starter ⁴	\$1,054	\$2,108
1	UPS, Tower, 1000W, 120V, with 5-15P,3m attached cord ⁵	\$357	\$357
1	AntiVirus Software	\$500	\$500
		Total USD	\$24,433

This configuration is presented for the budgeting convenience for the County of Inyo, California. Most government entities will take advantage of special pricing considerations given to local government by major hardware vendors. The supplied prices and configurations are subject to change without notice and do not include shipping charges or installation.

Note 1:

- 1) Tape unit may be eliminated from configuration if the site has an existing backup solution.
- 2) Manatron ISV SQL processor pricing
- 3) One GRM virtual server web site required for each 35 Users, 32 GB host server will support 50 users
- 4) Two recalculation desktop workstation included in pricing for this response.
- 5) Power conditioning may be eliminated from configuration if the site has an existing UPS solution

Note 2:

The "Recommended Hardware / Third Party Software" configuration contains host servers with physically attached storage; the disk may be replaced or supplemented with virtual machine images residing on a Storage Area Network (SAN) or Network Attached Storage (NAS) resource. Manatron does not recommend virtualization of the SQL database server.

Note 3:

The “Recommended Hardware / Third Party Software” configuration does not address server redundancy for Disaster Recovery. Additional SQL database and host servers would be required to create a fully redundant GRM implementation.

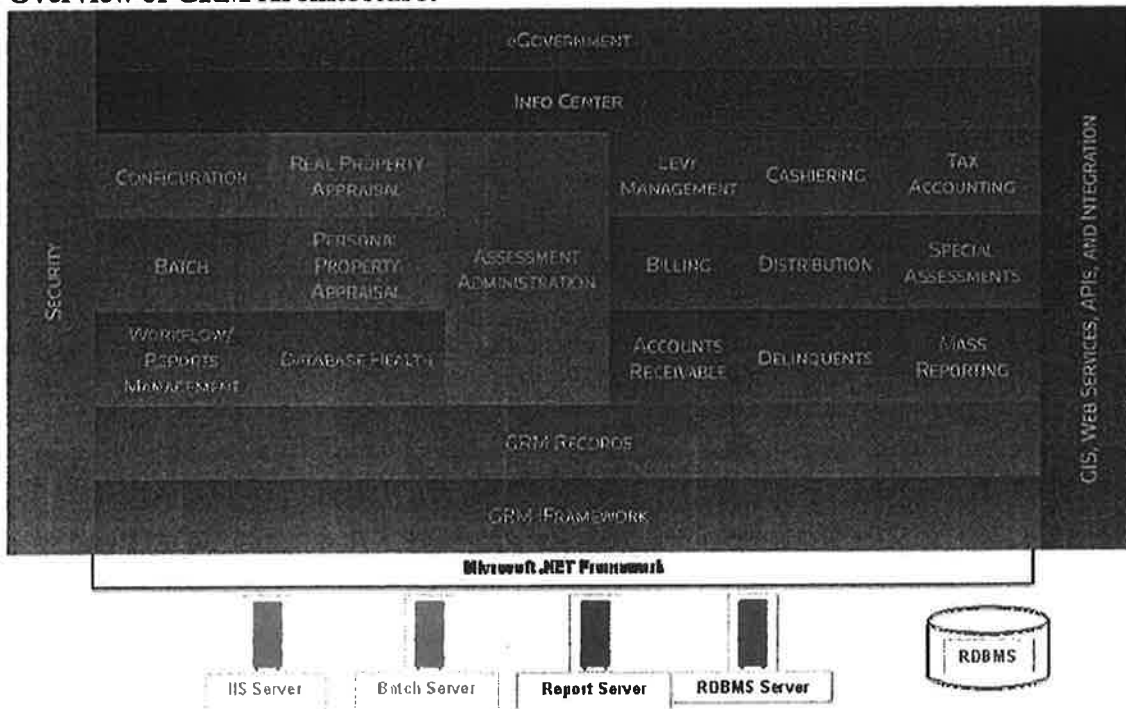
Thomson Reuters Microsoft SQL Server 2012 ISV Program

Thomson Reuters is licensed to sell Microsoft SQL Server processor licensing for exclusive use with our applications at a greatly reduced cost. The ISV licensing may also be used with other Microsoft software that would require the use of Microsoft SQL Server. Listed below is Thompson Reuters ISV pricing for the Microsoft SQL Server 2012 product.

Microsoft SQL Server 2012 ISV Pricing: (minimum 4 cores)

Processor Licensing	Model #	Description	Unit Price	Extended Price
1	7LQ-00003	Microsoft SQL Server 2012 Standard Edition Win64 Processor license for 2x2 Cores	\$4,027	\$4,027
1	7LQ-00004	Microsoft SQL Server 2012 Standard Edition Embedded Maintenance 2x2 Cores (1 Year)	\$805	\$805

Overview of GRM Architecture:



SOFTWARE SCHEDULE FOR INYO COUNTY, CALIFORNIA

Schedule No. CA2012.004.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2012.004 between Manatron, a Thomson Reuters Business and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	Model Number	Quantity	Unit Price	Total Price	Office
GRM Tax		1			
GRM Real Property (CAMA)		1			
GRM Records, Enterprise Edition		1			
GRM Personal Property		1			
GRM Assessment Administration		1			
GRM Levy Management		1			
Total Software Fees:				\$ 261,011.00	

SOFTWARE USE RESTRICTIONS: Site license(s).

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees specified in this Schedule.

Date: September 20, 2012 S.S.

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MAINTENANCE AND SUPPORT SERVICES (Collectively referred to as "Support Services") SCHEDULE FOR INYO COUNTY, CALIFORNIA
 Schedule No. CA2012.004.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into
 pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2012.004
 between Manatron, a Thomson Reuters Business and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Model Number	Annual Price	Office
Year 1 Maintenance and Support w/ EGov		\$ 58,622.00	
Year 2		\$ 73,940.00	
Year 3		\$ 76,122.00	
Year 4		\$ 78,370.00	
Year 5		\$ 80,685.00	
Year 6		\$ 83,105.00	
Year 7		\$ 85,598.00	
Year 8		\$ 88,166.00	
Year 9		\$ 90,811.00	
Year 10		\$ 93,536.00	
Total Annual Software Support Services Fees:		\$ 808,955.00	

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Manatron will be the primary Interface through direct communications with vendors, manufacturers, and service providers of the Third-Party Software. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Third-Party Software, Manatron shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of one hundred and twenty (120) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fees.

DELAYED BILLING FEES: If Customer is billed on a monthly or quarterly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greater of 5% of the total Software Support Services Fees or three hundred dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Date: September 20, 2012 S.S.
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PROFESSIONAL SERVICES SCHEDULE FOR INYO COUNTY, CALIFORNIA

Schedule No. CA2012.004.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2012.004 between Manatron, a Thomson Reuters Business and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
General Description of Services	Model Number	Days/Quantity	Unit Price	Total Price	Annual Fees	Estimated Completion Date
Implementation Services (Project Management, Software installation and configuration, Data conversion Source Code Escrow Not included		1	\$ 232,343.00	\$ 232,343.00		TBD
	ESCROW	1	\$ -	\$ -	\$ -	TBD
Total Professional Services Fees:				\$ 232,343.00	\$ -	

All Professional and Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

Conversion

Manatron will provide conversion services to convert applicable data required to operate the new software from the Customer's present system to Manatron's. All data must be delivered in Manatron's prescribed format. If not delivered to Manatron in prescribed format, then conversion will be billed at the then-current rate in effect plus travel-related expenses. Only data required for Manatron application software will be converted. Data maintained in any third-party software product (Fasport, word processing, spreadsheet, etc.) will be re-entered by the Customer.

CONSULTATION/TRAINING SERVICES				
Description	Model Number	Days/Quantity	Total Price	Office
Training (39 days)		39/days	\$ 42,900.00	
Interface Development (200 hours)		200/hours	\$ 40,000.00	
Reports Development (200 hours)		200/hours	\$ 40,000.00	
Total Consultation/Training Services Fees:			\$ 122,900.00	

All Professional and Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional and Consultation/Training Services fees are due and payable in accordance with Manatron's invoice(s) that shall be sent to the Customer based on the Payment Schedule identified in the SOW, Appendix B of the Agreement. Customer is responsible for all travel-related expenses associated with Manatron's Professional and Consultation/Training Services.

ADDITIONAL PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Manatron shall provide Professional and Consultation/Training Services to Customer in the amounts identified above. Any additional Professional or Consultation/Training days requested by Customer shall be billed as used at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's additional Professional and Consultation/Training Services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) Manatron recommends one (1) person per PC/Terminal; and
- (6) Class size not to exceed twelve (12) trainees.

Date: September 20, 2012 S.S.
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DATABASE HOSTING SCHEDULE FOR Inyo County, California

Schedule No. CA2012.004.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2012.004 between Manatron, a Thomson Reuters Business and the undersigned Customer (the "Agreement").

Manatron is willing to maintain a server and to host a database that contains certain data that is properly formatted and submitted to it by Customer and other approved sources (the "Database"). Customer wishes to use Manatron's software to format data for compilation and inclusion in the Database. Customer may also wish to offer access to the Database on a subscription basis and to use other services made available by Manatron.

DATABASE HOSTING					
Software Use License	One-Time Fees	Annual Hosting Fee	Annual Support	Annual Data Extract Support	Estimated Completion Date
eGovernment Software Use License, Set-Up and Implementation	\$ 13,200.00				TBD
eGovernment Ongoing Fees		\$ 3,300.00	\$ 5,940.00	\$ 3,960.00	TBD
Total One-Time Fees:					\$ 13,200.00
<p>eGovernment is provided by Manatron and consists of the following:</p> <ul style="list-style-type: none"> • Providing Internet-based software to access the Customer's public data • Populating the eGovernment software with Customer data from the appropriate system on a regular basis • Setting up a secure test web site for the Customer to verify the data conversion • Providing programs and equipment to allow updating the Internet site with the Customer's data • Providing a linkage to the Customer's "Home Page" • Multi-language support • Customization of text labels, menus, and screen color (collectively referred to as the "site theme") • On-going development and enhancement of the Manatron eGovernment applications • Ensuring proper third-party product licensing • Subscription services, credit card transactions, per-hit charges, escrow account, etc. • Ongoing support, i.e. software upgrades, "bug" fixes, and telephone and e-mail support • 24/7/365 monitored web site support <p>Payment Terms: One-Time eGovernment Fees will be invoiced as follows: 50% invoiced upon contract signing and 50% invoiced upon Go-live / production of the eGovernment website. Customer is responsible for all travel-related expenses associated with Manatron's eGovernment Set-up and Implementation. Annual Hosting/Support Fees shall commence on the first of the month next following Go-Live and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the Initial term or any subsequent twelve-month term. Annual Hosting/Support Fees are billed annually in advance and are subject to increases as defined in Section 8.2 of the Master Agreement.</p> <p>Hardware: The Manatron-hosted solution is a high-availability offering which includes:</p> <ul style="list-style-type: none"> • 24/7/365 monitored infrastructure support (network/hardware/software) • Fully fault-tolerant power • Redundant backbone connection • Redundant servers • Constant proactive security analysis • Intrusion detection and auditing • Response time and user up-time monitoring • Database monitoring and maintenance • User subscription database administration • Monthly system utilization reports • Automated back-ups <p>Manatron will also provide a Reach-In Computer for the duration of the agreement. Ownership and control of this hardware will remain solely with Manatron for purposes of web data updates only. This hardware must reside physically in the same data center as the Manatron back-end system. No programs shall be loaded on the hardware by the Customer.</p> <p>Web Server Address: One Customer-determined domain name will be provided.</p>					13,200.00

DATABASE HOSTING SCHEDULE FOR Inyo County, California

Schedule No. CA2012.004.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2012.004 between Manatron, a Thomson Reuters Business and the undersigned Customer (the "Agreement").

Frequency of Updates to Database: Customer shall make programmatic arrangements to provide Manatron with updated information for the Database on a daily basis or as agreed with Customer. In no case shall the updates occur more than once per day.

Database Maintenance: Manatron agrees to establish and maintain the Database and to update information as it is properly formatted and submitted to Manatron by Customer or by other sources approved by Manatron. Manatron will follow standard procedures for computer management of the Database, including back-up measures, recovery procedures, file maintenance and expansion, change controls, problem resolution procedures, management and control of space use, performance reporting, and related security and administration. Manatron will provide load-balanced web servers and a database server for the duration of this Agreement.

Security: Manatron agrees to implement commercially reasonable measures to protect the security of the Database and to prohibit unauthorized access to the Database. Manatron, however, makes no warranty or guarantee that the Database will be free from security breaches, and Manatron expressly disclaims any liability for loss or damage caused by unauthorized access to the Database.

Limitation of Liability: With respect to Manatron's obligations regarding the Database, Manatron and Customer mutually acknowledge that data entry, communication, and storage are subject to a possibility of human and machine errors, omissions, delays, down time, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage or which may prevent access to the Database. Neither party undertakes or accepts any liability whatsoever to the other for errors, omissions, delays, interruptions, or losses, unless caused by that party's willful misconduct.

Database Link: Customer shall have access to the Database by linking to the web site located at the address provided. Customer shall be exclusively responsible for the purchase and maintenance of any third-party software and hardware that it needs to operate the Software, access the Database, and update the information on the Database under this Agreement.

Database Information: Customer is exclusively responsible for the content and accuracy of any data it submits to Manatron for inclusion in the Database. Manatron will include such information in the Database as it is properly submitted. Customer is responsible for its data and media while such data and media are in transit to or from Manatron. Manatron may refuse to accept, and may return to Customer, any data that, in Manatron's opinion, (a) does not comply with Manatron's applicable standards and procedures, or (b) are otherwise not in proper machine-readable form. Customer will be responsible for correcting rejected data and submitting the same for re-entry in the Database.

Title to Data: Customer shall retain ownership of the data (in raw form prior to any formatting by the Software) that is submitted to Manatron. Customer grants Manatron the right and license to include the data in the Database and agrees that Manatron shall be the sole and exclusive external owner of the Database as a compilation of data. Manatron shall have the right to license, sell, and create derivative works from all data included in the Database.

Duty to Update Database: Customer shall be responsible for updating the information on the Database in accordance with the procedures set forth above. A Reach-In Computer will be provided by Manatron for use during the life of the hosting agreement. This Reach-In Computer allows secure data transfer from the customer back-office system to Manatron's hosting facility. Customer shall be responsible for ensuring proper operating environment/infrastructure for the Reach-In Computer. Environment will include appropriate internet connectivity, connectivity to Manatron back-office system, power supply, and a secured room (datacenter). A dedicated phone line is also required to ensure service levels. Customer is responsible for ensuring integrity of back-office data and suitability for display on the web. Manatron and Customer are jointly responsible to ensure the appointed loads via the Reach-In Computer.

Customer Home Page/Subscriber Access: Subscribers shall have access to the Database in accordance with terms and conditions set forth at the host site. Manatron provides a Welcome Page and all dynamic data access pages for access to the eGovernment web data. Working with the Customer, the Welcome Page can be one of many linked pages, or it can be modified to act as the Customer home page.

Price: Customer agrees to pay Manatron the database hosting fees and other fees specified above. Manatron shall have the right to adjust any fees for database hosting services upon thirty (30) days' prior written notice to Customer; provided, however, that Manatron shall not make more than one increase to the fees during any twelve-month period.

Assumption of Risks: Manatron shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Manatron against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of the Software, the host site, and/or the Database.

Project Manager: Neither Manatron nor Customer is required to provide a Project Manager for this endeavor unless Database Hosting is part of an integrated project.

Acceptance: Upon use by Customer for any purpose other than testing.

Use License: The Software is licensed on a Site basis for Database Hosting Services; Customer will have access to use the Database and web services only in connection with the operations thereof.

Date: September 20, 2012 S.S.

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SUMMARY SCHEDULE FOR INYO COUNTY, CALIFORNIA

Schedule No. CA2012.004.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2012.004 between Manatron, a Thomson Reuters Business and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Total Price
SOFTWARE	\$ 261,011.00
PROFESSIONAL SERVICES (billed as used)	\$ 355,243.00
DATABASE HOSTING	\$ 13,200.00
Total One-Time Fees - Plus Freight:	\$ 629,454.00

Payment Terms for One-Time Fees: Hardware Fees and Professional Services Fees will be due and payable per the Payment Schedule attached to the SOW, Appendix B of the Master Agreement. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's Income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Manatron for such tax liability within thirty (30) days of receiving written notice of such tax liability from Manatron.

ONGOING FEES	
Description	Total Price
SOFTWARE SUPPORT SERVICES	\$ 808,955.00
ANNUAL PROFESSIONAL SERVICE FEES	\$
DATABASE HOSTING/SUPPORT Year 1	\$ 13,200.00
Total Ongoing Fees:	\$ 822,155.00

Payment Terms for Ongoing Fees: Ongoing Fees are due and payable in advance of each annual term. After the initial term Ongoing fees are subject to increases as defined in Section 8.2 of the Master Agreement.

Date: September 20, 2012 S.S.

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**APPENDIX B
INYO COUNTY, CALIFORNIA**

Professional Service Rates		
Role / Position	Hourly	Daily Rate
Vice President	\$385	\$3,080
Chief Architect	\$385	\$3,080
Senior Project Manager	\$228	\$1,824
Project Manager	\$200	\$1,600
Senior Business Analyst	\$228	\$1,824
Business Analyst	\$200	\$1,600
Senior Support Analyst	\$200	\$1,600
Support Analyst	\$183	\$1,464
Programmer/Engineer	\$183	\$1,464
Senior Trainer	\$200	\$1,600
Trainer	\$183	\$1,464
Blended Rate	\$200	\$1,600
DBA	\$228	\$1,824



AMENDMENT #1

This is Amendment #1 ("Amendment"), effective as of October 6, 2015 ("Effective Date"), to Contract #CA2012.004 (the "Master Agreement") by and between Inyo County, California (the "Customer" or "County") and Manatron, Inc. – A Thomson Reuters Business ("TRTA Gov" or "Manatron"). In the event of a conflict between the terms and conditions of the Master Agreement and this Amendment, the terms and conditions of this Amendment shall prevail.

WHEREAS, the Parties entered into the Master Agreement for the acquisition of certain Manatron GRM software and associated services to support the business processes necessary for the assessor's office to appraise, assess and collect real and personal property taxes within the County;

WHEREAS, the County and Manatron now wish to amend the Master Agreement to incorporate the following modifications to the Master Agreement as set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the County and Manatron, intending to be legally bound, hereby agree as follows:

1. The Customer Software Deliverable that shall be implemented shall be Software Release 10.x rather than Release 9.x, and the Aumentum Real Property module will be substituted for the previously planned Custom CAMA product.
2. At no additional charge to Customer, TRTA Gov will further convert, as necessary, Customer data provided pursuant to Release 9.x Data Mapping format to Release 10.x Data Mapping format. For work to be completed henceforth, Customer will continue to perform Data Conversion relying on Release 9.x Data Mapping format, unless both parties agree that implementing a change at the point of Customer Data Conversion would significantly benefit the progression of the project. TRTA Gov will advise Customer of potentially significantly beneficial changes as TRTA Gov becomes aware of them. For example, if Data Conversion is required for Data Conversion not previously delivered, the parties would evaluate relying on Release 10.x Data Mapping format for Customer Data Conversion rather than relying on Release 9.x Data Mapping format for the given Data Conversion.
3. The parties agree to postpone Software Deliverable #2 until Winter 2016/2017, with Go-Live anticipated no later than February 1, 2017. The parties will jointly work to update a mutually agreed upon detailed implementation plan as follow up to an executed Change Request within twenty (20) business days of the Effective Date of this Amendment.
4. Both parties will agree to the detailed Implementation Plan, which shall remain in full force and effect until such time as otherwise agreed to by both parties in writing.
5. Provided Software Deliverable #2 is accepted by Customer no later than February 1, 2017, Customer support and maintenance payments schedule will commence on the 1st day of the month following the actual Go Live date at which point the system is used in production. The support and maintenance amount due for the year inclusive of the Go-Live date will be prorated to 1/12th of the annual amount for the number of months remaining in that support and maintenance year, and will continue through the year 2022. Software Support Services payments shall renew automatically thereafter as defined in Section 15.2 of the Master Agreement.
6. TRTA Gov shall provide a credit to Customer for support and maintenance fees in the total amount of one hundred eighty one thousand eighty six dollars (\$181,086.00) for fees paid for years 2013, 2014, and 2015. Effective with the commencement of Customer support and maintenance payments as described in Section 5 above, the amount of twenty five thousand eight hundred sixty nine dollars and forty three cents (\$25,869.43) shall be applied by TRTA Gov as a credit to each annual invoice through the year 2022. See revised Payment Schedule / Exhibit 1 listed below. In addition, TRTA Gov shall provide Customer with two credits in the amount of thirty thousand dollars (\$30,000) each to be applied to the annual invoice for the years 2016 and 2017, respectively.



7. Post Go-Live support and maintenance costs will be assessed at the Year 1 rates and as defined in the revised payment schedule contained herein as Exhibit 1. For Aumentum, this is fifty eight thousand six hundred twenty two dollars (\$58,622.00) for Year 1, and for eGov this is thirteen thousand two hundred dollars (\$13,200.00) for Year 1. No other maintenance and support fees will be assessed or invoiced for any period prior to Go-Live.
8. The attached Deliverable Acceptance Statements (DAS) for authorization to Go Live and for Final Acceptance define criteria for authorizing both milestones. The delivery of the DAS should be no later than (15) fifteen days prior to the Go-live date. The purpose of this DAS is to define all remaining open contract issues that have not been delivered. This DAS will govern the remaining deliveries and focus the teams on contract closure. The DAS will be issued once we have agreement on each list. See attached.
9. Customer must provide TRTA Gov with a list of all Priority 1 or 2 (Critical or High) items as defined in the Master Agreement ("System Acceptance List") at least ninety (90) days prior to February 1, 2017. Provided that TRTA Gov receives such System Acceptance List ninety (90) days prior to February 1, 2017, TRTA Gov will resolve all such Priority 1 or 2 (Critical or High) items on the System Acceptance List by February 1, 2017. In the event TRTA Gov fails to resolve all Priority 1 or Priority 2 (Critical or High) items on the System Acceptance List by February 1, 2017 and such failure is not caused by Customer or an Excusable Delay as set forth in Section 18.5 of the Master Agreement, then TRTA Gov will refund all monies paid by Customer to TRTA Gov under the Master Agreement up to that date and an additional three hundred thirty thousand dollars (\$330,000.00), provided that the Customer agrees that resolution of any outstanding issue cannot occur within an acceptable time frame. The foregoing remedies set forth in this Section 9 are Customer's sole and exclusive remedies, and TRTA Gov's sole and exclusive liability, for the failure to resolve all Priority 1 or Priority 2 (Critical or High) items on the System Acceptance List by February 1, 2017 and in the event of such failure, the parties agree the Master Agreement shall terminate on February 1, 2017 with no further penalty or obligations for either party other than the sole and exclusive remedies set forth in this Section 9, unless both parties agree to an extension in writing prior to February 1, 2017 based upon the status of the remaining Priority 1 and 2 items. If the parties agree to such an extension and the remaining Priority 1 and 2 items are not resolved by the agreed extension date, then the Master Agreement shall terminate on the extension date with no further penalty or obligations for either party other than the sole and exclusive remedies set forth in this Section 9. Any mutually agreeable travel related expenses incurred by TRTA Gov at the time of termination would be due and payable by the Customer upon receipt of the associated invoice.

This change request is an addendum to Customer's existing Master Agreement No. CA2012.004 with TRTA Gov and is effective as of October 6, 2015 ("Effective Date").

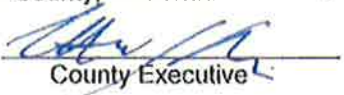
The table on the next page redefines and replaces the payment Schedule listed on Page 29 of 31 in the Statement of Work, Exhibit B.

Except as modified herein, the terms and conditions of the Master Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Amendment as of the day and year written below.

Manatron, Inc.
 By: 
 Managing Director

Name: Joseph N. Jackson
 Date: October 21, 2015

Inyo County, California
 By: 
 County Executive

Name: Matt Kingsley, Chair
 Date: October 6, 2015



EXHIBIT 1

Product	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Totals
Aumentum	\$ 128,710.00	\$ 128,710.00	\$ 128,710.00	\$ 64,763.00	\$ 62,881.00	\$ 60,906.00	\$ 58,872.00	\$ 56,777.00	\$ 54,619.00	\$ 52,396.00	\$ 797,344.00
Support Credits*				\$ (25,869.43)	\$ (25,869.43)	\$ (25,869.43)	\$ (25,869.43)	\$ (25,869.43)	\$ (25,869.43)	\$ (25,869.43)	\$ (181,086.01)
Add'l Credits**				\$ (30,000.00)	\$ (30,000.00)						\$ (60,000.00)
											\$ -
eGovernment	\$ 26,400.00	\$ 13,595.00	\$ 14,003.00								\$ 53,998.00
Support Credits***			\$ (40,798.00)								\$ (40,798.00)
											\$ -
Totals/Payments	\$ 155,110.00	\$ 142,305.00	\$ 101,915.00	\$ 8,893.57	\$ 7,011.57	\$ 35,036.57	\$ 33,002.57	\$ 30,907.57	\$ 28,749.57	\$ 26,526.57	\$ 569,457.99

Future Maintenance & Support payments	Year #1 Commencing on Go-Live****					
	Year 2	Year 3	Year 4	Year 5	Year 6	
Aumentum	\$ 58,622.00	\$ 60,345.00	\$ 62,119.00	\$ 63,947.00	\$ 67,804.00	\$ 69,838.00
eGovernment	\$ 13,200.00	\$ 13,595.00	\$ 14,003.00	\$ 14,423.00	\$ 15,301.00	\$ 15,760.00
Totals/Payments	\$ 71,822.00	\$ 73,940.00	\$ 76,122.00	\$ 78,370.00	\$ 83,105.00	\$ 85,598.00

*The following Support Credits listed herein individually represent the credit of (\$181,086.00) that will be factored into the revised payments outlined above.

**The following credits listed herein pursuant to Contract Addendum 1.

***The following Support Credits listed herein represent the credit of (\$40,798.00) previously provided under Credit memo 9583.

****The amounts herein for Year one will be prorated to 1/12th of the amount listed for the number of months remaining in the calendar year beginning with the first month following the actual Go-Live date.



ATTACHMENT 1 - DELIVERABLE ACCEPTANCE STATEMENT (DAS) GO-LIVE AUTHORIZATION

Purpose

The purpose of this acceptance form is for the Customer to authorize Go-Live, agree that TRTA Gov should proceed to create a transition-to-support plan for the week of Go-Live, and accept billing for this phase.

Acceptance Criteria

- TRTA Gov and the County have completed a production cutover plan which identifies resource needs and timeline expectations.
 - Any associated TRTA Gov travel and travel expenses have been authorized by both parties with at least 15 days advance notice booking.
 - Both TRTA Gov and Customer personnel are available for Go-Live work.
- Customer and TRTA Gov agree the system is ready for production.
- Customer has provided, at least 90 days prior to Go-Live, an updated list of any known software issues and severity rankings (Priority 1 & 2) that are required at Go-Live.
- All system training has been completed.
- TRTA Gov and Customer have mutually agreed upon:
 - Items required for Go-Live as detailed in Attachment A; (*attach detailed list to this DAS*)
 - The final list of items and delivery dates which will be used for Final Acceptance as detailed in Attachment B (*attach detailed list to this DAS*) (the project team will be responsible for the delivery of all Go-Live and Final Acceptance items);
 - The Go-Live and Final Acceptance lists will address all items ranked as Severity 1 or 2 (Critical or High) as defined by the Master Agreement terms;
 - All other project issues ranked as Severity 3 or 4 list will be transferred to Product Development for consideration in future maintenance releases (once released, those items will be documented in release notes).
- System Go-Live and Transition-to-Support is set for _____. (*insert date*)
- Any newly identified items from the point of transition date at Go-Live will be submitted to and resolved by the TRTA Gov Customer Operations (Support) team.
- Any change requests not identified in the attached lists will follow the Change Management Process and be implemented and billed separately.
- With this sign-off, it is expected that all project DAS milestone sign-offs are accepted as complete and billed as applicable, the exception being Final Acceptance.

The Customer response period for this DAS is five (5) business days. This timeframe supersedes other contractual references to response periods. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of Statement of Work _____, Master Agreement _____, and Schedule _____, Customer will be billed \$_____ upon signing this acceptance. It is agreed to proceed with Go-Live and transition support plans.

Accepted Rejected

County, _____

Signature:

Printed Name:

Title:

Date:

TRTA Gov

Signature:

Printed Name:

Title:

Date:



ATTACHMENT 2 - DELIVERABLE ACCEPTANCE STATEMENT (DAS) FINAL ACCEPTANCE

Purpose

The purpose of this acceptance form is for the Customer to sign off on Final System Acceptance.

Acceptance Criteria

- The system is in a production environment
- Customer provides and TRTA Gov mutually agree on the Final Acceptance deliverables list. The Final Acceptance list must be agreed upon prior to Go-Live.
- TRTA Gov has delivered all Final Acceptance items attached to the Deliverable Acceptance Statement "Go-Live Authorization."
- Any change requests not identified in the attached lists will follow the Change Management Process and be implemented and billed separately.

This service was completed on: _____ . (insert date)

The Customer response period for this DAS is 5 business days. This timeframe supersedes other contractual references to response periods. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of Statement of Work _____, Master Agreement _____, and Schedule _____, Customer will be billed \$ _____ upon signing this acceptance. It is agreed that with this Final Acceptance, the project is complete.

Accepted

Rejected

_____ County, _____

TRTA Gov

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:



County of Inyo



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: March 8, 2022

FROM: Aaron Steinwand

SUBJECT: Owens Valley Groundwater Authority Meeting – March 10, 2022

RECOMMENDED ACTION:

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority special meeting scheduled for March 10, 2022.

SUMMARY/JUSTIFICATION:

The Final Groundwater Sustainability Plan (GSP) was submitted to the California Department of Water Resources on January 26, 2022. Following adoption of the GSP, the Mono County Board of Supervisors notified the OVGA it will withdraw from the OVGA in accordance with procedures contained in the Joint Powers Agreement. Mono County's withdrawal will be effective on July 1, 2022. Other OVGA members did not provide notice. The OVGA as presently composed cannot implement management actions contained in the GSP, assess fees, or impose regulatory requirements in Mono County.

At its next meeting, the OVGA will be presented a draft 2022-23 budget as required by the Joint Powers Agreement. The final annual budget must be approved before May 1. The basin is low priority and aside from annual reporting to DWR, the OVGA is not required to implement any GSP provisions unless the basin is ranked as medium or high priority in the future. At the February meeting the OVGA Board directed staff to prepare a draft budget including expenses for the following Management Actions included in the GSP:

- Well registration and reporting ordinance – Fill data gap
- Well permit review ordinance – Database maintenance
- Increase groundwater level monitoring network (Inyo County – Round Valley and SW Owens Lake area)
- Administration – two meetings per year and operating expenses
- Acquire water quality and subsidence data from ongoing monitoring programs or studies - Database maintenance
- Provide assistance acquiring state or federal funding-coordinate with IRWMP to seek and acquire grants for OVGA
- Participate in the Owens Lake Groundwater Working Group

With the withdrawal of Mono County, these management actions could only be applied to the Inyo County portion of the Basin where the current members have jurisdiction. The purposes of the proposed ordinances to fill data gaps in pumping (excluding de minimis or domestic users) and maintain an up-to-date public database (list of wells) have been discussed at previous meetings of this Board. In addition, the GSP included a project to

increase the groundwater level monitoring network. Monitoring data in portions of Round Valley and the Owens Valley south of Owens Lake are sparse, and this project would attempt to locate cooperating well owners to volunteer their well for monitoring as potentially a more cost effective method to fill data gaps that installing dedicated monitoring wells. It is anticipated about 5-10 wells would be sufficient and probably fewer. The GSP included a project to develop a groundwater model for the Tri-Valley portion of the basin and the OVGA placed did not choose to pursue that project at this time. Mono County and Tri-Valley Groundwater Management District are considering whether to take on that project and the funding request to the Inyo-Mono Integrated Regional Water Management Group. Finally, the OVGA direct staff to increase coordination with the Regional Water Management Group for assistance with other grant funding and continue to participate on the Owens Lake Groundwater Stakeholder Development project.

The additional action item on the agenda is a request that the OVGA adopt findings pursuant to AB 361 after considering the existing State of Emergency in response to the COVID-19 pandemic, and that local officials continue to recommend measures that impact the ability of the members to meet safely in person. Informational items include updates on Tri-Valley and Fish Slough and the status of the fiscal audits for the previous two fiscal years. The status the steps to complete the Proposition 1 grant provided by the Department of Water Resources to prepare the GSP will also be provided to the OVGA.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD, Lone Pine Paiute-Shoshone Tribe

FINANCING:

N/A

ATTACHMENTS:

1. OVGA Agenda 03.10.22 Draft

APPROVALS:

Aaron Steinwand	Created/Initiated - 2/24/2022
Darcy Ellis	Approved - 2/24/2022
Aaron Steinwand	Approved - 2/24/2022
John Vallejo	Approved - 2/25/2022
Amy Shepherd	Approved - 2/25/2022
Aaron Steinwand	Final Approval - 2/25/2022

Owens Valley Groundwater Authority

March 10, 2022 2:00 PM

Board of Directors Meeting Agenda

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

Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the OVGA to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. The Bishop City Council Chambers are closed to the public, and the Owens Valley Groundwater Authority will conduct this meeting exclusively online. Directors and staff will participate via videoconference accessible to the public at: **INSERT ZOOM HERE**

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to lpiper@inyocounty.us, and identify in the subject line of the email which agenda item the comment addresses.

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

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the February 10, 2021 OVGA Board meeting.
5. Request that the OVGA adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.
6. Board Member Reports.
7. OVGA staff reports
 - a. Financial Report
 - b. Update on Tri-Valley and Fish Slough
 - c. 2020-2021 and 2021-2022 audit update
8. Presentation of draft 2022-2023 OVGA budget

9. Update on the Proposition 1 grant completion

10. Discussion regarding future agenda items.

11. Adjourn.

Join the March 10, 2022 OVGA webinar:

DRAFT



County of Inyo

Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 8, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Meeting Minutes Approval

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of March 1, 2022.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 3/2/2022
Final Approval - 3/2/2022