

Agenda

County of Inyo Board of Supervisors

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

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

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

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

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

June 24, 2014

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **PERSONNEL [Pursuant to Government Code §54957]** - Public Employee Performance Evaluation - Title – County Administrative Officer.
3. **CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to Government Code §54957.6)** – Instructions to Negotiators re: wages, salaries and benefits – Title: County Administrative Officer – Negotiator – as designated by the Board of Supervisors.
4. **CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to Government Code §54957.6)** – Instructions to Negotiators re: wages, salaries and benefits – Title: IHSS – Negotiators: Jean Turner, Director of Health and Human Services, Sue Dishion, Deputy Personnel Director, Employer of Records, Ann Parkinson Noda and Bill May.
5. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
6. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
7. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
8. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICPPOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

9. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
10. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

11. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
12. **PUBLIC COMMENT**
13. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

14. **Advertising County Resources** - Request approval of a \$3,500 final payment to the Lone Pine Chamber of Commerce for the Wild Wild West Marathon; and a \$4,000 final payment to the Bishop Area Chamber of Commerce and Visitors Bureau for the Blake Jones Trout Derby, both of which are 2013-14 Community Project Sponsorship Grant projects.
15. **Personnel** – Request Board approve a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding Resolution 2003-23, Fixing the Employer's and Employees' Medical and Hospital Care Act."

CLERK-RECORDER

16. **Elections** – Request Board issue an order accepting the Statement of All Votes Cast at the Statewide Direct Primary Election held June 3, 2014 and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast.
17. **Behavioral Health Serv.** – Request approval of Amendment No. 1 to the Contract between the County of Inyo and Casa Pacifica Center for Children and Families for the provision of mental health services, increasing the amount of the Contract by \$15,000 to a total not to exceed \$45,000, for the period of July 1, 2013 through June 30, 2014; and authorize the Chairperson to sign.
18. **Behavioral Health Serv.** – Request approval of the FY 2013/2014 V.2 Amended Negotiated Net Amount Contract with the State of California Department of Alcohol and Drug Programs and the Department of Health Care Services Contract #12-89208 AO2 with a FY 2013-14 increase of \$4,256 for a total amount of \$1,705,826; and authorize the Chairperson to sign.
19. **Behavioral Health Serv.** – Request approval of the Contract between the County of Inyo and Merced Behavioral Health Center for residential placement for adults in a locked facility in an amount not to exceed \$35,000 for the period of July 1, 2014 through June 30, 2015; contingent upon the Board's adoption of a FY 2014-15 budget; and authorize the Chairperson to sign.
20. **EMS** – Request approval of the extensions to the Contracts with the Olancho Fire Department, Symons Emergency Specialties, Inc., and Lone Pine Volunteer Fire Department through June 30, 2015; and authorize the Chairperson to sign.

21. **EMS** – Request approval of the following contracts for projects to be funded through the Emergency Medical Services Trust Fund #505107, in the amounts designated, for a total amount not to exceed \$46,533.55, and authorize the Chairperson to sign: A) \$9,300 to the Independence Volunteer Fire Department for the purchase of emergency response and training equipment; B) \$9,300 to the Olancho Cartago Fire Department for the purchase of emergency response equipment; C) \$9,381.60 to the Lone Pine Volunteer Fire Department for the purchase of emergency response and training equipment; D) \$9,381.60 to the Big Pine Fire Protection District for the purchase of emergency response and training equipment; E) \$9,170.35 to the Southern Inyo Fire Protection District for training and equipment.
22. **Inyo First Five Commission** – Request approval of the Contract between the County of Inyo and Inyo County Superintendent of Schools Child Development Division for child development services in an amount not to exceed \$31,500 for the period of July 1, 2014 through June 30, 2015, contingent upon the Board's approval of the FY 2014-15 budget; and authorize the Chairperson to sign.
23. **Inyo First Five Commission** – Request approval of the Contract between the County of Inyo and Discovery Point Preschool for child development services in an amount not to exceed \$17,500 for the period of July 1, 2014 through June 30, 2015, contingent upon the Board's approval of a FY 2014-15 budget; and authorize the Chairperson to sign.
24. **Inyo First Five Commission** – Request approval of the Contract between the County of Inyo and Lone Pine Unified School District for child health development and family strengthening services in an amount not to exceed \$20,000 for the period of July 2, 2014 through June 30, 2015, contingent upon the Board's adoption of a FY 2014-15 budget; and authorize the Chairperson to sign.

PLANNING

25. Request Board designate Hydrodynamics Group, LLC., as a sole-source independent contractor; and approve the Contract between the County of Inyo and Hydrodynamics Group, LLC, for the provisions of technical expertise in the review and evaluation of the DOE SEIS and any updates to the 2009 report titled "Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste for Yucca Mountain, Nye County, Nevada." in an amount not to exceed \$20,000 for the period of July 1, 2014 through June 30, 2016; and authorize the Chairperson to sign.
26. Request approval of Amendment No. 5 to the Contract between the County of Inyo and PCR Services Corporation to extend the Contract date from June 30, 2014 to June 30, 2015; and authorize the Chairperson to sign.

PROBATION

27. Request Board declare Seimens Industry, Inc., a sole-source contractor for maintenance of fire suppression equipment; and approve the Contract between the County of Inyo and Siemens Industry, Inc., for the provision of a semi-annual inspection and maintenance of equipment services, in an amount not to exceed \$14,040 for the period of July 1, 2014 through June 30, 2016, with an option to extend to three years, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.
28. Request Board declare Dr. Andersen as a sole-source contractor and approve the Contract between the County of Inyo and Dr. Keith Andersen for the provision of professional services to the Inyo County Probation Department – Juvenile Institutions for the period of July 1, 2014 through June 30, 2015, in an amount not to exceed \$50,000, contingent upon the Board's adoption of a FY 2014-15 budget; and authorize the Chairperson to sign.

PUBLIC WORKS

29. Request Board approve a resolution accepting the improvements for the HVAC Upgrade Project at the Inyo County Water Department Building and authorize the recording of a Notice of Completion for the Project.

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

30. **COUNTY ADMINISTRATOR** - Request Board discuss the City of Bishop's invitation to join in a TUT Ballot Measure.
31. **CLERK OF THE BOARD** – Request approval of the minutes of the June 10, 2014 Board of Supervisors Meeting.

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

- 11:00 a.m. 32. **WATER DEPARTMENT** – Request Board A) review and consider the information contained in the "Addendum to the Environmental Impact Report – Water from the Owens Valley to Supply the Second Los Angeles Aqueduct, 1970 to 1990 and 1990 Onward, Pursuant to the Long Term Groundwater Management Plan (SCH #1989080705, Certified October 15, 1991) (Addendum) which has been prepared and adopted by the City of Los Angeles Department of Water and Power; B) adopt the Addendum; and C) approve the "Proposed Resolution of the Blackrock 94 Dispute" as recommended by the Inyo/Los Angeles Standing Committee.
- 1:30 p.m. 33. **HEALTH AND HUMAN SERVICES – Inyo County-Growing Older, Living With Dignity** – Request Board continue the workshop from June 17, 2014, for additional discussion on program services.

WORKSHOPS AND PRESENTATIONS (To be considered at the Board's convenience)

34. **CHILD SUPPORT SERVICES** – Request Board conduct a workshop on the services provided by the Child Support Services Department.
35. **COUNTY COUNSEL** – Request Board conduct a workshop on the Brown Act.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

36. **PUBLIC COMMENT**

CORRESPONDENCE - INFORMATIONAL

37. **ENVIRONMENTAL HEALTH** – Proposition 65 report of a possible fuel leak at the site of a traffic accident at Buckley Ponds Slough.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Lone Pine Chamber of Commerce for successfully completing a 2013-14 CPSP grant project, the Wild Wild West Marathon, and to the Bishop Area Chamber of Commerce & Visitors Bureau for the 2013 Blake Jones Trout Derby.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments to the Lone Pine Chamber of Commerce for \$3,500 for the 2014 Wild Wild West Marathon and to the Bishop Area Chamber of Commerce and Visitors Bureau for \$4,000 for the 2014 Blake Jones Trout Derby. Both are 2013-14 Community Project Sponsorship Grant projects funded from the 2013-2014 Advertising County Resources budget, 011400.

SUMMARY DISCUSSION: The Lone Pine Chamber of Commerce was awarded a FY 2013-14 County of Inyo Community Project Sponsorship Grant in the amount of \$7,000 in December 2013 to help sponsor the 36th annual Wild Wild West Marathon, held May 3, 2014. Great weather greeted the 164 runners, which was a slight drop from last year's race. Typically, about half the entrants were from Inyo County, a testament to the size of the local running community. The out-of-area runners usually spend several days in the area before and after the race, and also bring a support team, especially if they are running the 50K race or 26-plus mile Marathon, which further enhances the economic impact of the event. Community support for the event is extremely strong, with volunteers handling most of the race-day chores, from aid stations to the finish line.

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

The Bishop Chamber of Commerce was awarded a FY 2013-14 County of Inyo Community Project Sponsorship Grant in the amount of \$8,000 in December of 2013 to help sponsor the 2014 Blake Jones Trout Derby at Pleasant Valley Reservoir and the Owens River. After contracts were finalized, half the grant funds (\$4,000) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining \$4,000 in grant funding. The Chamber also provided ample evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

On March 15, 2014, about 690 anglers registered for the derby, which is about 7.6 percent higher than in 2013, organizers said. About 79 percent of the derby participants came from outside the County. Weather and fishing conditions were excellent, with plenty of well-stocked waters. There was extensive media coverage before and after this well-established, 47th annual derby. Besides fish, anglers took home approximately \$10,000 in prizes donated by the businesses that co-sponsored the event. More than 30 volunteers provide critical, and friendly staffing at the event. This is a great kick-off to the trout season, organizers noted.

ALTERNATIVES: The Board could deny the requests.

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

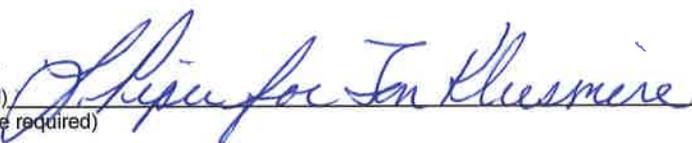
FINANCING: The the Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in FY 2013-14 Advertising County Resources Budget (011400), Professional Services (5265).

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved:  Date 6/11/2014
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

 Date: 6/13/14



May 10, 2014

Inyo County Board of Supervisors
Drawer N
Independence CA 93545

Dear Board,

The Lone Pine Chamber is grateful for your participation as a sponsor of the 2014 Wild Wild West Marathon held May 3, 2014.

This year the Marathon was excellent and that is due to the excellent volunteers. The great weather might have contributed as well.

The number of runners was 164.

Sincerely,

A handwritten signature in cursive script that reads "Kathleen".

Kathleen New
President/CEO

Free Entry
For all
Military
Personnel

May 3, 2014

Lone Pine, California

Marathon, 50K, 10-Mile and a 3-Mile Fun Run.



FIND US ON

REGISTER AT: www.Active.com

or go to our website for a printable entry form.

www.wildwildwestmarathon.com or www.lonepinechamber.org

director@lonepinechamber.org • Ph: 760.876.4444

Brought to you by The Lone Pine Chamber of Commerce and Inyo County

Run in the shadow of the High Sierra and through the Alabama Hills.

Start at 4,500 ft climb to 6,800 ft and end at 3,700 ft.

Beautiful scenery, great weather and wonderful volunteers.

Water stops feature "Cytomax".



RECEIVED

MAY 15 2014

Inyo Co. Water Department

BISHOP AREA CHAMBER OF COMMERCE & VISITORS BUREAU
690 N. MAIN STREET, BISHOP, CALIFORNIA 93514

May 8, 2014

Dear Mr. Klusmire and Inyo County Supervisors:

Please find enclosed final funding request related to Inyo County Community Project Sponsorship Grant Funding for the 2014 Blake Jones Trout Derby.

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

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

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

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

Sincerely,

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

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



The Other Side of California
DEATH VALLEY AND THE EASTERN SIERRA

WWW.BISHOPVISITOR.COM

Inyo County Community Project Sponsorship Program
2014 BLAKE JONES TROUT DERBY
FINAL REPORT & REQUEST FOR REIMBURSEMENT OF PROJECT EXPENSES



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

2014 Blake Jones Highlights

- Increased participation – 7.6% higher than 2013. A total of 690 people registered. Good mix of local and out of the area participants: 148 local participants (21%)/ 542 came from outside of Inyo County (79%).
- Increased numbers of families fishing together.
- Excellent Fishing Conditions – *waters were well stocked which makes for happy customers!*
- Great local and out of the area press coverage prior to and following event.
- Maintained impressive level of co-sponsorship of prizes – approximately \$10,000 in donated equipment, merchandise and gift certificates awarded.
- Maintained awesome level of volunteer support – *more than 30 individuals donated time to help set-up & clean-up, register & check-in participants, weigh fish & other duties.*

The Blake Jones Trout Derby produces an excellent ROI for Inyo County! Many participants stay in Inyo County campgrounds, plus they dine and shop in area businesses from Lone Pine to Bishop. In addition to immediate financial returns, the event serves to encourage year-round visitation to the Eastern Sierra. In 2014, we celebrated the 47th anniversary of the Blake Jones Trout Derby and we hope to continue to host the event for many years to come.

Once again, thank you!



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: County Administration - Personnel Department

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Rescinding Health Resolution

DEPARTMENTAL RECOMMENDATION:

Request Board rescinding Resolution 2003-23 "A Resolutiuon of the Board of Supervisors, County of Inyo, State of California, Rescinding Resolution 2003-23, Fixing the Employer's and the Employees' Medical and and Hospital Care Act" and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This is a request to have your Board rescind Resolution 2003-23 and approve the new health resolution in order to comply with PERS regulations. This will fix the current discrepancies that the County has had in reference to the retiree medical insurance payment.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

No fiscal impact

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>Margaret Kemp Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>6/18/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <i>Jane DL</i> Approved: <input checked="" type="checkbox"/> Date <u>6/18/14</u>

DEPARTMENT HEAD SIGNATURE:

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

RESOLUTION 2014-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, RESCINDING RESOLUTION 2003 - 23 , FIXING THE EMPLOYER'S AND EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

WHEREAS, Government Code Section 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(a) of the Act, and

WHEREAS, Government Code Section 22893(c) provides that a contracting agency may fix the amount of the employer's contribution for active employees and the employer's contribution for annuitants at different amounts, provided that the monthly contribution for annuitants is annually increased to equal an amount not less than the number of years the contracting agency has been subject to the subdivision multiplied by 5 percent of the current monthly contribution for employees, until such time as the amounts are equal; and

WHEREAS, County of Inyo, hereinafter referred to as Public Agency is local agency contracting under the Act; and

NOW THEREFORE BE IT RESOLVED, That the employer's contribution for each employee shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members in a health benefits plan up to a maximum of:

GROUP	CONTRIBUTION
001 Inyo County Employees Association 004 Employees Association CPAR 005 Elected Officials Assistant Association 007 Elected, Appointed/Unrepresented Group	PERS Choice Other Southern Basic (Party Rates) 1-3
002 Deputy Sheriff's Association 006 Law Enforcement Administrator's Association	PORAC Basic (Party Rates 1-3)

Plus administrative fees and Contingency Fund Assessments; and

BE IT FURTHER RESOLVED, That County of Inyo has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

PASSED AND ADOPTED this ____ day _____ by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rick Pucci
Chairperson, Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

AGENDA NUMBER
For Clerk's Use Only:

16

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

FROM: Kammi Foote, Inyo County Clerk/Recorder & Registrar of Voters

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Statement of All Votes Cast - June 3, 2014 – Statewide Direct Primary Election

DEPARTMENTAL RECOMMENDATION: Recommend that the Board of Supervisors issue an order accepting the Statement of All Votes Cast at the Statewide Direct Primary Election held June 3, 2014 and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: "The elections official shall prepare a certified statement of the results of the election and submit it to the governing body within 28 days of the election..." (Elections Code §15372)

ALTERNATIVES: Not issue an order accepting the Statement of All Votes Cast, which would be contradictory to Elections Code §15372.

OTHER AGENCY INVOLVEMENT: Not applicable

FINANCING: No impact

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

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

[Handwritten Signature]

Date: 6/16/2014



COUNTY OF INYO, STATE OF CALIFORNIA
KAMMI FOOTE, CLERK-RECORDER, REGISTRAR OF VOTERS

Telephone: (760) 873-8481, (760) 878-0223, (760) 876-5559, (800) 447-4696

P. O. Drawer F, Independence, CA 93526
168 N. Edwards St., Independence, CA

June 24, 2014

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

RE: Statement of All Votes Cast at the June 3, 2014 Statewide Direct Primary
Election - Declaration of Persons Elected

Dear Members of the Board:

In accordance with the requirements of Election Code Section 15372, attached is a certified Statement of all Votes Cast at the Statewide Direct Primary Election held June 3, 2014. Please issue an Order accepting this Statement and, in accordance with Section 15400 of the Elections Code, declare nominated or elected those offices under your jurisdiction and declare passed or failed those measures under your jurisdiction, according to the number of votes for each as shown on the Statement.

COUNTY

COUNTY SUPERINTENDENT OF SCHOOLS

Terence K. McAteer - (2,765 votes) – Declare Elected

SUPERVISOR - 1ST DISTRICT

Dan Totheroh - (502 votes) – 50.15% - Declare Elected

David Tanksley – (405 votes) – 40.46%

Bill Stoll – (94 votes) – 9.39%

SUPERVISOR - 3RD DISTRICT

Rick Pucci - (772 votes) - Declare Elected

ASSESSOR

Dave Stottlemyre - (3,002 votes) - Declare Elected

AUDITOR

Amy Shepherd - (2,963 votes) - Declare Elected

CORONER

Leon B. Brune - (3,207 votes) - Declare Elected

COUNTY CLERK-RECORDER

Kammi Foote - (3,173 votes) –Declare Elected

DISTRICT ATTORNEY

Thomas L. Hardy - (3,028 votes) –Declare Elected

PUBLIC ADMINISTRATOR

Patricia Barton - (2,931 votes) - Declare Elected

SHERIFF

Bill Lutze - (3,147 votes) - Declare Elected

TREASURER-TAX COLLECTOR

Alisha McMurtrie - (3,084 votes) - Declare Elected

INYO COUNTY BOARD OF EDUCATION

Pursuant to Education Code §5326 and Education Code §5328, the candidates who have been nominated shall be declared elected.

TRUSTEE AREA I

Alden Nash - Declare Elected

TRUSTEE AREA II – 2-year term

David Hefner – Declare Elected

TRUSTEE AREA III

Leeann Rasmuson - Declare Elected

TRUSTEE AREA V

Christopher Langley - Declare Elected

Following the issuance of your Order and Declarations, the Clerk's Office will issue the required Certificates of Election and Nomination pursuant to Elections Code §15401.

Sincerely,


Kammi Foote
Inyo County Clerk
Registrar of Voters



June 3,2014

INYO_20140603_E

GOVERNOR																
100003	Registration	Ballots Cast	Turnout (%)		LUIS J. RODRIGUEZ	ALMA MARIE WINSTON	EDMUND G. "JERRY" BROWN	JANEL HYESHIA BUYCKS	ANDREW BLOUNT	RAKESH KUMAR CHRISTIAN	GLENN CHAMP	NEEL KASHKARI	TIM DONNELLY	'BO" BOGDAN AMBROZEWICZ	AKINYEMI AGBEDE	RICHARD WILLIAM AGUIRE
101 0101	668	60	8.98		1	1	29	0	1	0	0	9	12	0	0	1
101 - Vote by Mail	668	313	46.86		3	0	126	0	7	0	12	79	50	0	5	11
102 0102	855	94	10.99		2	0	35	0	2	1	1	25	12	1	1	3
102 - Vote by Mail	855	287	33.57		2	6	100	0	9	1	4	64	54	5	4	6
103 0103	642	70	10.90		0	1	24	0	1	0	1	23	15	2	0	0
103 - Vote by Mail	642	218	33.96		1	6	73	0	8	0	4	47	34	2	2	14
104MB 0104	120	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
104MB - All Mail Precincts	120	47	39.17		0	0	17	0	2	0	1	10	13	0	0	0
105 0105	785	71	9.04		2	1	30	0	3	0	0	8	14	0	2	5
105 - Vote by Mail	785	225	28.66		4	4	87	0	7	1	4	48	36	2	4	3
106 0106	417	28	6.71		1	0	10	0	2	0	1	5	4	0	2	1
106 - Vote by Mail	417	109	26.14		1	1	46	0	4	0	5	23	15	1	0	5
107 0107	322	27	8.39		1	1	17	0	0	0	0	1	0	2	0	1
107 - Vote by Mail	322	93	28.88		1	2	43	0	2	0	5	17	16	1	0	0
108 0108	870	83	9.54		0	1	31	0	2	0	1	27	12	1	0	2
108 - Vote by Mail	870	303	34.83		3	9	109	1	10	0	13	76	48	1	3	10
109 0109	888	104	11.71		1	1	34	0	5	0	3	35	17	0	1	4
109 - Vote by Mail	888	340	38.29		3	9	81	0	10	0	7	106	81	1	2	14
110 0110	595	61	10.25		3	1	38	0	0	0	0	5	1	1	1	0
110 - Vote by Mail	595	53	8.91		0	3	24	0	0	0	1	8	6	0	0	0
111 0111	380	26	6.84		0	0	10	0	1	0	0	8	6	0	0	0
111 - Vote by Mail	380	134	35.26		1	3	31	1	2	1	1	44	30	1	2	4
112 0112	630	64	10.16		0	1	20	0	0	0	2	17	9	0	2	3
112 - Vote by Mail	630	147	23.33		1	2	50	0	2	0	5	36	26	0	3	6
113 0113	368	63	17.12		1	0	22	0	2	1	0	23	6	0	0	2
113 - Vote by Mail	368	92	25.00		1	1	34	0	1	1	8	23	13	2	1	4
114MB 0114	68	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
114MB - All Mail Precincts	68	37	54.41		1	1	19	0	0	0	1	3	8	0	0	0
115 0115	413	63	15.25		2	0	20	2	1	0	0	16	9	0	2	4
115 - Vote by Mail	413	123	29.78		6	1	43	0	2	0	6	15	36	1	1	3
116 0116	437	59	13.50		0	0	24	0	0	0	2	18	9	0	0	2
116 - Vote by Mail	437	122	27.92		1	1	43	0	0	2	3	22	24	3	4	3
117 0117	536	57	10.63		2	0	35	0	2	0	0	9	8	0	0	1
117 - Vote by Mail	536	120	22.39		1	0	44	0	3	0	3	21	30	1	3	6
118MB 0118	91	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
118MB - All Mail Precincts	91	42	46.15		2	0	22	0	0	0	0	0	9	1	3	0
119MB 0119	178	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
119MB - All Mail Precincts	178	75	42.13		0	0	14	0	1	0	3	20	21	1	0	7
120MB 0120	134	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
120MB - All Mail Precincts	134	54	40.30		4	0	24	0	3	0	0	8	5	1	3	0
121MB 0121	109	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
121MB - All Mail Precincts	109	52	47.71		1	0	34	1	0	0	3	0	3	1	1	0
Precinct Totals	9506	930	9.78		16	8	379	2	22	2	11	228	134	7	11	29
Vote by Mail Totals	8806	2679	30.42		29	48	934	2	67	6	81	629	499	21	34	89
All Mail Precincts Totals	700	307	43.86		8	1	130	1	6	0	8	41	59	4	7	7
Grand Totals	9506	3916	41.20		53	57	1443	5	95	8	100	899	692	32	52	125
CALIFORNIA	9506	3916	41.20		53	57	1443	5	95	8	100	899	692	32	52	125
8th CONGRESSIONAL DISTRICT	9506	3916	41.20		53	57	1443	5	95	8	100	899	692	32	52	125
8th STATE SENATE DISTRICT	9506	3916	41.20		53	57	1443	5	95	8	100	899	692	32	52	125
26th ASSEMBLY DISTRICT	9506	3916	41.20		53	57	1443	5	95	8	100	899	692	32	52	125
1st EQUALIZATION	9506	3916	41.20		53	57	1443	5	95	8	100	899	692	32	52	125
1st SUPERVISOR DISTRICT	2165	1042	48.13		9	14	387	0	28	2	22	247	177	10	12	35
2nd SUPERVISOR DISTRICT	1644	600	36.50		10	9	250	0	20	1	16	112	98	6	8	15
3rd SUPERVISOR DISTRICT	2353	944	40.12		10	24	317	1	27	0	25	257	165	4	7	30
4th SUPERVISOR DISTRICT	1859	749	40.29		13	9	249	3	11	3	23	185	143	4	11	26
5th SUPERVISOR DISTRICT	1485	581	39.12		11	1	240	1	9	2	14	98	109	8	14	19
INYO	9506	3916	41.20		53	57	1443	5	95	8	100	899	692	32	52	125

***Grand Totals 100003	GOVERNOR															
	Registration	Ballots Cast	Turnout (%)		LUIS J. RODRIGUEZ	ALMA MARIE WINSTON	EDMUND G. "JERRY" BROWN	JANEL HYESHIA BUYCKS	ANDREW BLOUNT	RAKESH KUMAR CHRISTIAN	GLENN CHAMP	NEEL KASHKARI	TIM DONNELLY	'BO" BOGDAN AMBROZEWICZ	AKINYEHI AGBEDE	RICHARD WILLIAM AGUIRRE
BISHOP	1524	553	36.29		10	9	233	0	18	1	15	102	85	6	8	15
UNINCORPORATED AREA	7982	3363	42.13		43	48	1210	5	77	7	85	797	607	26	44	110

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***Grand Totals 100003	GOVERNOR															
	Registration	Ballots Cast	Turnout (%)		ROBERT NEWMAN	CINDYL SHEEHAN	JOE LEIGHT									
BISHOP	1524	553	36.29		12	14	4	0	0	0	0	0	0	0	0	0
UNINCORPORATED AREA	7982	3363	42.13		90	55	17	0	0	0	0	0	0	0	0	0

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LIEUTENANT GOVERNOR														
100004	Registration	Ballots Cast	Turnout (%)	ALAN REYNOLDS	GEORGE YANG	ERIC KOREVAAR	DAVID FENNELL	AMOS JOHNSON	GAVIN NEWSOM	RON NEHRING	JENA F. GOODMAN			137
101 0101	668	60	8.98	0	5	9	5	1	20	12	2			
101 - Vote by Mail	668	313	46.86	4	33	17	42	0	110	72	5			
102 0102	855	94	10.99	3	11	9	14	1	25	21	2			
102 - Vote by Mail	855	287	33.57	8	28	21	39	7	84	71	5			
103 0103	642	70	10.90	1	10	5	10	2	10	25	2			
103 - Vote by Mail	642	218	33.96	5	26	12	22	1	59	64	0			
104MB 0104	120	0	0.00	0	0	0	0	0	0	0	0			
104MB - All Mail Precincts	120	47	39.17	0	9	3	6	0	14	10	1			
105 0105	785	71	9.04	0	8	3	15	0	25	16	2			
105 - Vote by Mail	785	225	28.66	3	40	18	25	3	63	47	7			
106 0106	417	28	6.71	0	5	3	3	1	10	6	0			
106 - Vote by Mail	417	109	26.14	3	16	10	16	0	33	20	2			
107 0107	322	27	8.39	0	2	5	0	1	11	2	3			
107 - Vote by Mail	322	93	28.88	3	10	4	9	3	39	17	4			
108 0108	870	83	9.54	0	18	8	9	2	25	15	1			
108 - Vote by Mail	870	303	34.83	2	35	14	41	2	92	89	7			
109 0109	888	104	11.71	0	23	2	8	1	32	35	2			
109 - Vote by Mail	888	340	38.29	1	42	9	51	3	72	123	1			
110 0110	595	61	10.25	3	6	7	2	1	27	6	5			
110 - Vote by Mail	595	53	8.91	3	13	1	3	1	23	2	0			
111 0111	380	26	6.84	0	2	1	3	0	8	8	3			
111 - Vote by Mail	380	134	35.26	3	27	8	11	1	32	43	2			
112 0112	630	64	10.16	4	13	6	5	0	19	7	3			
112 - Vote by Mail	630	147	23.33	1	24	13	13	1	47	38	3			
113 0113	368	63	17.12	0	9	9	1	0	18	22	0			
113 - Vote by Mail	368	92	25.00	3	17	1	6	0	34	24	1			
114MB 0114	68	0	0.00	0	0	0	0	0	0	0	0			
114MB - All Mail Precincts	68	37	54.41	2	4	1	2	2	16	7	0			
115 0115	413	63	15.25	1	8	1	8	2	20	13	4			
115 - Vote by Mail	413	123	29.78	5	13	7	10	4	40	34	4			
116 0116	437	59	13.50	3	1	5	8	2	18	17	1			
116 - Vote by Mail	437	122	27.92	0	20	6	5	6	39	32	4			
117 0117	536	57	10.63	0	8	5	4	1	25	10	2			
117 - Vote by Mail	536	120	22.39	4	14	1	11	0	47	34	4			
118MB 0118	91	0	0.00	0	0	0	0	0	0	0	0			
118MB - All Mail Precincts	91	42	46.15	0	1	2	3	2	24	3	6			
119MB 0119	178	0	0.00	0	0	0	0	0	0	0	0			
119MB - All Mail Precincts	178	75	42.13	1	10	1	20	2	10	23	4			
120MB 0120	134	0	0.00	0	0	0	0	0	0	0	0			
120MB - All Mail Precincts	134	54	40.30	2	1	7	2	2	27	8	3			
121MB 0121	109	0	0.00	0	0	0	0	0	0	0	0			
121MB - All Mail Precincts	109	52	47.71	0	0	7	1	5	26	6	6			
Precinct Totals	9506	930	9.78	15	129	78	95	15	293	215	32			
Vote by Mail Totals	8806	2679	30.42	48	358	142	306	32	814	710	49			
All Mail Precincts Totals	700	307	43.86	5	25	21	34	13	117	57	20			
Grand Totals	9506	3916	41.20	68	512	241	435	60	1224	982	101			
CALIFORNIA	9506	3916	41.20	68	512	241	435	60	1224	982	101			
8th CONGRESSIONAL DISTRICT	9506	3916	41.20	68	512	241	435	60	1224	982	101			
8th STATE SENATE DISTRICT	9506	3916	41.20	68	512	241	435	60	1224	982	101			
26th ASSEMBLY DISTRICT	9506	3916	41.20	68	512	241	435	60	1224	982	101			
1st EQUALIZATION	9506	3916	41.20	68	512	241	435	60	1224	982	101			
1st SUPERVISOR DISTRICT	2165	1042	48.13	21	113	73	132	12	308	265	16			
2nd SUPERVISOR DISTRICT	1644	600	36.50	9	90	46	74	8	195	118	19			
3rd SUPERVISOR DISTRICT	2353	944	40.12	9	137	41	114	10	271	270	16			
4th SUPERVISOR DISTRICT	1859	749	40.29	19	117	47	61	10	234	196	20			
5th SUPERVISOR DISTRICT	1485	581	39.12	10	55	34	54	20	216	133	30			
INYO	9506	3916	41.20	68	512	241	435	60	1224	982	101			

***Grand Totals 100004	LIEUTENANT GOVERNOR															
	Registration	Ballots Cast	Turnout (%)		ALAN REYNOLDS	GEORGE YANG	ERIC KOREVAAR	DAVID FENNELL	AMOS JOHNSON	GAVIN NEWSOM	RON NEHRING	JENA F. GOODMAN				
BISHOP	1524	553	36.29		9	81	43	68	8	181	108	18				
UNINCORPORATED AREA	7982	3363	42.13		59	431	198	367	52	1043	874	83				

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SECRETARY OF STATE													
100005	Registration	Ballots Cast	Turnout (%)	LELAND YEE	DEREK CRESSMAN	DAVID CURTIS	ALEX PADILLA	PETE PETERSON	JEFFREY H. DROBMAN	ROY ALLMOND	DAN SCHNUR		
101 0101	668	60	8.98	5	6	4	14	12	0	8	4		
101 - Vote by Mail	668	313	46.86	20	14	8	66	95	7	22	37		
102 0102	855	94	10.99	8	5	3	12	27	4	17	8		
102 - Vote by Mail	855	287	33.57	37	15	8	42	97	4	31	27		
103 0103	642	70	10.90	0	1	3	10	19	1	15	13		
103 - Vote by Mail	642	216	33.96	13	13	5	41	69	0	30	19		
104MB 0104	120	0	0.00	0	0	0	0	0	0	0	0		
104MB - All Mail Precincts	120	47	39.17	0	2	2	9	19	2	4	5		
105 0105	785	71	9.04	6	5	3	15	24	2	9	2		
105 - Vote by Mail	785	225	28.66	23	20	10	36	69	4	21	16		
106 0106	417	28	6.71	3	4	2	6	7	0	5	1		
106 - Vote by Mail	417	109	26.14	14	11	2	19	30	0	13	10		
107 0107	322	27	8.39	1	5	3	6	2	4	1	2		
107 - Vote by Mail	322	93	28.88	10	11	5	11	21	3	8	13		
108 0108	870	83	9.54	5	7	1	14	29	0	11	10		
108 - Vote by Mail	870	303	34.83	22	21	6	33	131	9	23	26		
109 0109	888	104	11.71	7	5	3	11	45	1	14	15		
109 - Vote by Mail	888	340	38.29	22	8	5	31	150	7	40	42		
110 0110	595	61	10.25	16	5	2	21	4	2	3	4		
110 - Vote by Mail	595	53	8.91	5	2	3	19	11	2	2	4		
111 0111	380	26	6.84	2	1	1	3	12	0	2	3		
111 - Vote by Mail	380	134	35.26	9	10	2	12	53	4	16	23		
112 0112	630	64	10.16	5	6	1	15	24	1	2	3		
112 - Vote by Mail	630	147	23.33	15	13	3	27	48	4	17	12		
113 0113	368	63	17.12	2	7	0	11	17	4	4	12		
113 - Vote by Mail	368	92	25.00	7	4	1	20	26	4	14	12		
114MB 0114	68	0	0.00	0	0	0	0	0	0	0	0		
114MB - All Mail Precincts	68	37	54.41	2	2	2	6	13	2	6	0		
115 0115	413	63	15.25	6	5	2	13	19	1	7	3		
115 - Vote by Mail	413	123	29.78	17	7	2	23	39	2	22	7		
116 0116	437	59	13.50	7	3	1	17	17	1	6	4		
116 - Vote by Mail	437	122	27.92	11	12	4	18	38	7	14	10		
117 0117	536	57	10.63	5	9	2	15	12	2	4	5		
117 - Vote by Mail	536	120	22.39	11	8	6	20	44	3	11	11		
118MB 0118	91	0	0.00	0	0	0	0	0	0	0	0		
118MB - All Mail Precincts	91	42	46.15	5	14	4	5	7	3	0	2		
119MB 0119	178	0	0.00	0	0	0	0	0	0	0	0		
119MB - All Mail Precincts	178	75	42.13	5	1	4	5	33	1	20	2		
120MB 0120	134	0	0.00	0	0	0	0	0	0	0	0		
120MB - All Mail Precincts	134	54	40.30	6	8	4	15	12	0	1	6		
121MB 0121	109	0	0.00	0	0	0	0	0	0	0	0		
121MB - All Mail Precincts	109	52	47.71	8	4	6	17	5	3	0	3		
Precinct Totals	9506	930	9.78	78	74	31	183	270	23	108	89		
Vote by Mail Totals	8806	2679	30.42	236	169	70	418	921	60	284	269		
All Mail Precincts Totals	700	307	43.86	26	31	22	57	89	11	31	18		
Grand Totals	9506	3916	41.20	340	274	123	658	1280	94	423	376		
CALIFORNIA	9506	3916	41.20	340	274	123	658	1280	94	423	376		
8th CONGRESSIONAL DISTRICT	9506	3916	41.20	340	274	123	658	1280	94	423	376		
8th STATE SENATE DISTRICT	9506	3916	41.20	340	274	123	658	1280	94	423	376		
26th ASSEMBLY DISTRICT	9506	3916	41.20	340	274	123	658	1280	94	423	376		
1st EQUALIZATION	9506	3916	41.20	340	274	123	658	1280	94	423	376		
1st SUPERVISOR DISTRICT	2165	1042	48.13	83	54	31	185	319	16	123	108		
2nd SUPERVISOR DISTRICT	1644	600	36.50	57	58	27	102	172	15	61	49		
3rd SUPERVISOR DISTRICT	2353	944	40.12	77	48	20	129	370	21	93	101		
4th SUPERVISOR DISTRICT	1859	749	40.29	65	55	14	130	251	22	90	75		
5th SUPERVISOR DISTRICT	1485	581	39.12	58	59	31	112	168	20	56	43		
INYO	9506	3916	41.20	340	274	123	658	1280	94	423	376		

***Grand Totals 100005	SECRETARY OF STATE														
	Registration	Ballots Cast	Turnout (%)		LELAND YEE	DEREK CRESSMAN	DAVID CURTIS	ALEX PADILLA	PETE PETERSON	JEFFREY H. DROBMAN	ROY ALLMOND	DAN SCHNUR			
BISHOP	1524	553	36.29		57	56	25	93	153	13	57	44			
UNINCORPORATED AREA	7982	3363	42.13		283	218	98	565	1127	81	366	332			

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CALIFORNIA													
100006	Registration	Ballots Cast	Turnout (%)	STATE CONTROLLER BETTY T. YEE	LAURA WELLS	TAMMY D. BLAIR	JOHN A. PÉREZ	DAVID EVANS	ASHLEY SWEARENGIN	STATE TREASURER ELLEN H. BROWN	GREG CONLON	JOHN CHIANG	
101 0101	668	60	8.98	8	8	7	5	14	8	8	18	27	
101 - Vote by Mail	668	313	46.86	46	14	12	45	91	63	10	135	136	
102 0102	855	94	10.99	11	7	3	16	24	23	8	45	34	
102 - Vote by Mail	855	287	33.57	38	16	22	29	75	77	21	134	106	
103 0103	642	70	10.90	3	3	2	9	26	20	1	40	23	
103 - Vote by Mail	642	218	33.96	22	10	14	19	59	60	8	113	69	
104MB 0104	120	0	0.00	0	0	0	0	0	0	0	0	0	
104MB - All Mail Precincts	120	47	39.17	7	3	0	8	16	10	4	22	20	
105 0105	785	71	9.04	10	4	5	10	29	9	3	32	34	
105 - Vote by Mail	785	225	28.66	23	21	18	26	60	53	15	98	91	
106 0106	417	28	6.71	6	3	1	5	5	7	0	14	13	
106 - Vote by Mail	417	109	26.14	15	5	7	14	27	31	8	48	47	
107 0107	322	27	8.39	6	3	2	5	1	6	2	4	18	
107 - Vote by Mail	322	93	28.88	18	7	5	11	24	21	7	40	43	
108 0108	670	83	9.54	8	7	4	14	20	27	3	40	35	
108 - Vote by Mail	670	303	34.83	31	19	10	27	101	77	12	159	108	
109 0109	888	104	11.71	7	8	4	13	36	35	4	68	29	
109 - Vote by Mail	888	340	38.29	28	12	10	28	135	98	11	211	91	
110 0110	595	61	10.25	9	6	8	20	8	5	6	8	42	
110 - Vote by Mail	595	53	8.91	7	6	7	11	12	6	7	14	27	
111 0111	380	26	6.84	2	2	1	5	7	7	1	14	10	
111 - Vote by Mail	380	134	35.26	13	9	7	15	47	35	8	71	46	
112 0112	630	64	10.16	4	2	5	16	10	17	2	25	28	
112 - Vote by Mail	630	147	23.33	24	9	11	13	52	32	10	75	58	
113 0113	368	63	17.12	6	5	5	11	15	14	2	24	32	
113 - Vote by Mail	368	92	25.00	9	7	3	11	34	18	6	48	33	
114MB 0114	68	0	0.00	0	0	0	0	0	0	0	0	0	
114MB - All Mail Precincts	68	37	54.41	6	4	1	8	8	9	3	17	16	
115 0115	413	63	15.25	8	4	3	13	21	10	6	29	26	
115 - Vote by Mail	413	123	29.78	20	10	8	14	45	19	10	56	55	
116 0116	437	59	13.50	8	4	4	11	20	8	2	29	25	
116 - Vote by Mail	437	122	27.92	12	8	12	16	33	28	12	56	50	
117 0117	536	57	10.63	13	3	4	12	17	4	7	17	30	
117 - Vote by Mail	536	120	22.39	12	10	9	21	29	34	10	62	46	
118MB 0118	91	0	0.00	0	0	0	0	0	0	0	0	0	
118MB - All Mail Precincts	91	42	46.15	8	9	7	9	5	3	10	4	27	
119MB 0119	178	0	0.00	0	0	0	0	0	0	0	0	0	
119MB - All Mail Precincts	178	75	42.13	7	5	1	4	39	13	8	49	15	
120MB 0120	134	0	0.00	0	0	0	0	0	0	0	0	0	
120MB - All Mail Precincts	134	54	40.30	14	11	1	10	9	7	6	12	34	
121MB 0121	109	0	0.00	0	0	0	0	0	0	0	0	0	
121MB - All Mail Precincts	109	52	47.71	20	11	3	7	6	3	14	6	30	
Precinct Totals	9506	930	9.78	109	69	58	165	253	200	55	407	406	
Vote by Mail Totals	8806	2679	30.42	318	163	155	300	824	652	155	1320	1006	
All Mail Precincts Totals	700	307	43.86	62	43	13	46	83	45	45	110	142	
Grand Totals	9506	3916	41.20	489	275	226	511	1160	897	255	1837	1554	
CALIFORNIA	9506	3916	41.20	489	275	226	511	1160	897	255	1837	1554	
8th CONGRESSIONAL DISTRICT	9506	3916	41.20	489	275	226	511	1160	897	255	1837	1554	
8th STATE SENATE DISTRICT	9506	3916	41.20	489	275	226	511	1160	897	255	1837	1554	
26th ASSEMBLY DISTRICT	9506	3916	41.20	489	275	226	511	1160	897	255	1837	1554	
1st EQUALIZATION	9506	3916	41.20	489	275	226	511	1160	897	255	1837	1554	
1st SUPERVISOR DISTRICT	2165	1042	48.13	128	58	60	123	289	251	56	485	395	
2nd SUPERVISOR DISTRICT	1644	600	36.50	85	46	38	79	162	137	39	258	266	
3rd SUPERVISOR DISTRICT	2353	944	40.12	90	58	43	113	312	248	43	500	332	
4th SUPERVISOR DISTRICT	1859	749	40.29	92	52	44	106	239	161	48	359	304	
5th SUPERVISOR DISTRICT	1485	581	39.12	94	61	41	90	158	100	69	235	257	
INYO	9506	3916	41.20	489	275	226	511	1160	897	255	1837	1554	

***Grand Totals 100006	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		STATE CONTROLLER BETTY T. YEE	LAURA WELLS	TAMMY D. BLAIR	JOHN A. PÉREZ	DAVID EVANS	ASHLEY SWEARENGIN		STATE TREASURER ELLEN H. BROWN	GREG CONLON	JOHN CHIANG	
BISHOP	1524	553	36.29		78	43	38	71	146	127		35	236	246	
UNINCORPORATED AREA	7962	3363	42.13		411	232	188	440	1014	770		220	1601	1308	

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CALIFORNIA													
100008	Registration	Ballots Cast	Turnout (%)	ATTORNEY GENERAL PHIL WYMAN	DAVID KING	ORLY TAITZ	KAMALA D. HARRIS	JOHN HAGBERTY	JONATHAN JAECH	RONALD GOLD	INSURANCE COMMISSIONER NATHALIE HRIZI	DAVE JONES	TED GAINES
101 0101	668	60	8.98	9	0	1	26	9	4	4	5	28	19
101 - Vote by Mail	668	313	46.86	87	12	6	121	30	7	18	5	133	143
102 0102	855	94	10.99	27	5	4	33	12	3	4	8	33	46
102 - Vote by Mail	855	287	33.57	88	8	11	90	34	8	21	14	97	145
103 0103	642	70	10.90	26	2	3	13	14	1	3	1	15	44
103 - Vote by Mail	642	218	33.96	61	7	8	63	33	6	16	7	68	109
104MB 0104	120	0	0.00	0	0	0	0	0	0	0	0	0	0
104MB - All Mail Precincts	120	47	39.17	13	8	2	13	5	1	3	1	14	29
105 0105	785	71	9.04	16	2	5	29	7	0	7	5	27	37
105 - Vote by Mail	785	225	28.66	61	9	8	77	23	9	16	13	79	107
106 0106	417	28	6.71	5	0	0	14	4	0	4	1	13	13
106 - Vote by Mail	417	109	26.14	32	2	2	45	8	2	12	5	45	50
107 0107	322	27	8.39	4	0	2	16	1	2	0	3	19	3
107 - Vote by Mail	322	93	28.88	23	2	4	43	7	4	6	9	41	39
108 0108	870	83	9.54	28	5	1	30	10	0	3	4	28	46
108 - Vote by Mail	870	303	34.83	100	10	9	105	32	7	20	12	102	166
109 0109	888	104	11.71	49	6	6	31	8	1	2	3	29	70
109 - Vote by Mail	888	340	38.29	126	24	13	71	50	4	27	12	80	218
110 0110	595	61	10.25	11	0	3	36	2	1	4	7	39	11
110 - Vote by Mail	595	53	8.91	15	0	1	27	3	0	2	2	29	18
111 0111	380	26	6.84	11	1	0	9	1	1	1	2	8	14
111 - Vote by Mail	380	134	35.26	56	7	7	33	11	4	9	8	36	79
112 0112	630	64	10.16	16	3	1	23	10	1	4	3	25	29
112 - Vote by Mail	630	147	23.33	40	3	6	54	20	1	16	10	53	79
113 0113	368	63	17.12	16	2	7	18	6	2	5	3	24	33
113 - Vote by Mail	368	92	25.00	24	7	4	32	8	4	10	3	35	52
114MB 0114	68	0	0.00	0	0	0	0	0	0	0	0	0	0
114MB - All Mail Precincts	68	37	54.41	13	1	0	15	2	1	3	3	15	17
115 0115	413	63	15.25	15	4	2	23	8	0	8	4	22	31
115 - Vote by Mail	413	123	29.78	42	4	6	44	12	2	10	4	49	65
116 0116	437	59	13.50	13	3	2	23	4	6	4	5	23	26
116 - Vote by Mail	437	122	27.92	39	7	1	44	11	6	7	11	47	54
117 0117	536	57	10.63	12	2	2	26	10	3	1	3	31	20
117 - Vote by Mail	536	120	22.39	40	3	4	45	20	0	2	10	49	57
118MB 0118	91	0	0.00	0	0	0	0	0	0	0	0	0	0
118MB - All Mail Precincts	91	42	46.15	2	0	1	28	3	5	2	6	28	5
119MB 0119	178	0	0.00	0	0	0	0	0	0	0	0	0	0
119MB - All Mail Precincts	178	75	42.13	32	4	5	12	12	3	4	5	13	53
120MB 0120	134	0	0.00	0	0	0	0	0	0	0	0	0	0
120MB - All Mail Precincts	134	54	40.30	4	2	3	31	2	7	5	4	33	13
121MB 0121	109	0	0.00	0	0	0	0	0	0	0	0	0	0
121MB - All Mail Precincts	109	52	47.71	5	0	2	37	2	3	1	13	30	6
Precinct Totals	9506	930	9.78	258	35	39	350	106	25	54	57	364	442
Vote by Mail Totals	8806	2679	30.42	834	106	90	894	302	64	192	125	943	1381
All Mail Precincts Totals	700	307	43.86	69	15	13	136	26	20	18	32	133	123
Grand Totals	9506	3916	41.20	1161	155	142	1380	434	109	264	214	1440	1946
CALIFORNIA	9506	3916	41.20	1161	155	142	1380	434	109	264	214	1440	1946
8th CONGRESSIONAL DISTRICT	9506	3916	41.20	1161	155	142	1380	434	109	264	214	1440	1946
8th STATE SENATE DISTRICT	9506	3916	41.20	1161	155	142	1380	434	109	264	214	1440	1946
26th ASSEMBLY DISTRICT	9506	3916	41.20	1161	155	142	1380	434	109	264	214	1440	1946
1st EQUALIZATION	9506	3916	41.20	1161	155	142	1380	434	109	264	214	1440	1946
1st SUPERVISOR DISTRICT	2165	1042	48.13	298	34	33	346	132	29	66	40	374	506
2nd SUPERVISOR DISTRICT	1644	600	36.50	154	23	23	237	55	18	48	37	238	278
3rd SUPERVISOR DISTRICT	2353	944	40.12	329	45	33	300	105	13	58	40	307	529
4th SUPERVISOR DISTRICT	1859	749	40.29	233	32	33	251	78	16	66	40	267	399
5th SUPERVISOR DISTRICT	1485	581	39.12	147	21	20	246	64	33	26	57	254	234
INYO	9506	3916	41.20	1161	155	142	1380	434	109	264	214	1440	1946

***Grand Totals 100008	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		ATTORNEY GENERAL PHIL WYMAN	DAVID KING	ORLY TAITZ	KAMALA D. HARRIS	JOHN HAGGERTY	JONATHAN JAECH	RONALD GOLD		INSURANCE COMMISSIONER NATHALIE HRIZI	DAVE JONES	TED GAINES
BISHOP	1524	553	36.29		141	15	21	224	50	17	45		36	224	249
UNINCORPORATED AREA	7982	3363	42.13		1020	140	121	1156	384	92	219		178	1216	1697

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100010	BOARD OF EQUALIZATION 1ST DISTRICT													
	Registration	Ballots Cast	Turnout (%)			GEORGE RUNNER	CHRIS PARKER							
101 0101	668	60	8.98			20	32							
101 - Vote by Mail	668	313	46.86			165	103							
102 0102	855	94	10.99			51	29							
102 - Vote by Mail	855	287	33.57			162	93							
103 0103	642	70	10.90			50	11							
103 - Vote by Mail	642	218	33.96			129	53							
104MB 0104	120	0	0.00			0	0							
104MB - All Mail Precincts	120	47	39.17			31	13							
105 0105	785	71	9.04			36	28							
105 - Vote by Mail	785	225	28.66			111	81							
106 0106	417	28	6.71			12	13							
106 - Vote by Mail	417	109	26.14			56	42							
107 0107	322	27	8.39			3	22							
107 - Vote by Mail	322	93	28.88			47	38							
108 0108	870	83	9.54			50	25							
108 - Vote by Mail	870	303	34.83			188	86							
109 0109	888	104	11.71			73	27							
109 - Vote by Mail	888	340	38.29			242	61							
110 0110	595	61	10.25			14	43							
110 - Vote by Mail	595	53	8.91			22	27							
111 0111	380	26	6.84			14	9							
111 - Vote by Mail	380	134	35.26			88	36							
112 0112	630	64	10.16			30	26							
112 - Vote by Mail	630	147	23.33			81	58							
113 0113	368	63	17.12			35	22							
113 - Vote by Mail	368	92	25.00			54	31							
114MB 0114	68	0	0.00			0	0							
114MB - All Mail Precincts	68	37	54.41			20	16							
115 0115	413	63	15.25			32	21							
115 - Vote by Mail	413	123	29.78			75	41							
116 0116	437	59	13.50			31	23							
116 - Vote by Mail	437	122	27.92			57	52							
117 0117	536	57	10.63			27	24							
117 - Vote by Mail	536	120	22.39			67	46							
118MB 0118	91	0	0.00			0	0							
118MB - All Mail Precincts	91	42	46.15			9	29							
119MB 0119	178	0	0.00			0	0							
119MB - All Mail Precincts	178	75	42.13			58	14							
120MB 0120	134	0	0.00			0	0							
120MB - All Mail Precincts	134	54	40.30			18	32							
121MB 0121	109	0	0.00			0	0							
121MB - All Mail Precincts	109	52	47.71			14	34							
Precinct Totals	9506	930	9.78			480	355							
Vote by Mail Totals	8806	2679	30.42			1544	848							
All Mail Precincts Totals	700	307	43.86			150	138							
Grand Totals	9506	3916	41.20			2174	1341							
CALIFORNIA	9506	3916	41.20			2174	1341							
8th CONGRESSIONAL DISTRICT	9506	3916	41.20			2174	1341							
8th STATE SENATE DISTRICT	9506	3916	41.20			2174	1341							
26th ASSEMBLY DISTRICT	9506	3916	41.20			2174	1341							
1st EQUALIZATION	9506	3916	41.20			2174	1341							
1st SUPERVISOR DISTRICT	2165	1042	48.13			577	321							
2nd SUPERVISOR DISTRICT	1644	600	36.50			298	237							
3rd SUPERVISOR DISTRICT	2353	944	40.12			589	269							
4th SUPERVISOR DISTRICT	1859	749	40.29			429	260							
5th SUPERVISOR DISTRICT	1485	581	39.12			281	254							
INYO	9506	3916	41.20			2174	1341							

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***Grand Totals 100010	BOARD OF EQUALIZATION 1ST DISTRICT														
	Registration	Ballots Cast	Turnout (%)		GEORGE RUNNER	CHRIS PARKER									
BISHOP	1524	553	36.29		267	224									
UNINCORPORATED AREA	7982	3363	42.13		1907	1117									

INYO COUNTY Statement of Vote
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***Grand Totals 100011	CONGRESS 8TH DISTRICT														
	Registration	Ballots Cast	Turnout (%)		PAUL COOK	BOB CONAWAY	PAUL HANNOSH	ODESSIA D. LEE							
BISHOP	1524	553	36.29		200	173	77	63							
UNINCORPORATED AREA	7982	3363	42.13		1578	856	420	294							

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STATE ASSEMBLY 26TH DISTRICT														
100013	Registration	Ballots Cast	Turnout (%)		DEREK A. THOMAS	DEVON MATHIS	RUBEN MACARENO	RUDY MENDOZA	TERESITA "TESS" ANDRES	ESTHER BARAJAS	CARLTON JONES			
101 0101	668	60	8.98		5	4	7	12	5	0	17			
101 - Vote by Mail	668	313	46.86		28	39	41	82	21	8	46			
102 0102	855	94	10.99		6	18	8	27	6	1	13			
102 - Vote by Mail	855	287	33.57		24	39	19	74	20	9	64			
103 0103	642	70	10.90		5	15	6	27	3	1	3			
103 - Vote by Mail	642	218	33.96		17	41	11	62	12	4	35			
104MB 0104	120	0	0.00		0	0	0	0	0	0	0			
104MB - All Mail Precincts	120	47	39.17		7	5	2	11	5	4	5			
105 0105	785	71	9.04		7	12	9	18	2	2	14			
105 - Vote by Mail	785	225	28.66		16	27	17	59	18	11	49			
106 0106	417	28	6.71		2	3	2	8	2	1	9			
106 - Vote by Mail	417	109	26.14		9	13	10	29	10	2	23			
107 0107	322	27	8.39		3	1	5	2	1	0	11			
107 - Vote by Mail	322	93	28.88		11	14	10	17	8	3	19			
108 0108	870	83	9.54		5	11	10	31	2	0	13			
108 - Vote by Mail	870	303	34.83		24	49	14	97	14	11	48			
109 0109	888	104	11.71		10	17	7	45	6	0	11			
109 - Vote by Mail	888	340	38.29		10	72	20	120	20	7	36			
110 0110	595	61	10.25		17	2	8	12	5	1	12			
110 - Vote by Mail	595	53	8.91		5	5	4	12	3	0	18			
111 0111	380	26	6.84		3	8	2	6	2	0	5			
111 - Vote by Mail	380	134	35.26		11	17	3	43	14	7	27			
112 0112	630	64	10.16		9	8	7	10	8	4	10			
112 - Vote by Mail	630	147	23.33		18	24	8	35	10	5	31			
113 0113	368	63	17.12		10	8	6	23	3	1	8			
113 - Vote by Mail	368	92	25.00		6	21	9	22	4	1	18			
114MB 0114	68	0	0.00		0	0	0	0	0	0	0			
114MB - All Mail Precincts	68	37	54.41		1	4	9	9	5	0	4			
115 0115	413	63	15.25		4	4	3	19	5	4	14			
115 - Vote by Mail	413	123	29.78		11	19	7	31	11	3	24			
116 0116	437	59	13.50		7	7	4	14	5	2	11			
116 - Vote by Mail	437	122	27.92		9	10	13	40	8	0	27			
117 0117	536	57	10.63		6	10	8	14	1	1	15			
117 - Vote by Mail	536	120	22.39		12	14	6	41	12	5	24			
118MB 0118	91	0	0.00		0	0	0	0	0	0	0			
118MB - All Mail Precincts	91	42	46.15		2	2	13	3	3	1	13			
119MB 0119	178	0	0.00		0	0	0	0	0	0	0			
119MB - All Mail Precincts	178	75	42.13		4	14	3	28	9	4	6			
120MB 0120	134	0	0.00		0	0	0	0	0	0	0			
120MB - All Mail Precincts	134	54	40.30		4	6	5	9	0	0	21			
121MB 0121	109	0	0.00		0	0	0	0	0	0	0			
121MB - All Mail Precincts	109	52	47.71		10	3	5	3	2	2	22			
Precinct Totals	9506	930	9.78		99	128	92	268	56	18	166			
Vote by Mail Totals	8806	2679	30.42		211	404	192	764	185	76	489			
All Mail Precincts Totals	700	307	43.86		28	34	37	63	24	11	71			
Grand Totals	9506	3916	41.20		338	566	321	1095	265	105	726			
CALIFORNIA	9506	3916	41.20		338	566	321	1095	265	105	726			
8th CONGRESSIONAL DISTRICT	9506	3916	41.20		338	566	321	1095	265	105	726			
8th STATE SENATE DISTRICT	9506	3916	41.20		338	566	321	1095	265	105	726			
26th ASSEMBLY DISTRICT	9506	3916	41.20		338	566	321	1095	265	105	726			
1st EQUALIZATION	9506	3916	41.20		338	566	321	1095	265	105	726			
1st SUPERVISOR DISTRICT	2165	1042	48.13		85	156	92	284	67	23	178			
2nd SUPERVISOR DISTRICT	1644	600	36.50		55	75	55	144	46	23	130			
3rd SUPERVISOR DISTRICT	2353	944	40.12		71	156	63	317	50	19	138			
4th SUPERVISOR DISTRICT	1859	749	40.29		73	113	54	198	62	25	141			
5th SUPERVISOR DISTRICT	1485	581	39.12		54	66	57	152	40	15	139			
INYO	9506	3916	41.20		338	566	321	1095	265	105	726			

***Grand Totals 100013	STATE ASSEMBLY 26TH DISTRICT														
	Registration	Ballots Cast	Turnout (%)		DEREK A. THOMAS	DEVON MATHIS	RUBEN MACARENO	RUDY MENDOZA	TERESITA "TESS" ANDRES	ESTHER BARAJAS	CARLTON JONES				137
BISHOP	1524	553	36.29		48	70	53	133	41	19	125				
UNINCORPORATED AREA	7982	3363	42.13		290	496	268	962	224	66	601				

***Grand Totals 100014	STATE SUP OF PUBLIC INSTRUCTION														
	Registration	Ballots Cast	Turnout (%)		TOM TORLAKSON	MARSHALL TUCK	LYDIA A. GUTIÉRREZ								137
BISHOP	1524	553	36.29		212	149	109								
UNINCORPORATED AREA	7982	3363	42.13		1304	905	606								

***Grand Totals 100015	COUNTY SUP. OF SCHOOLS														
	Registration	Ballots Cast	Turnout (%)	TERENCE K. MCATEER											
BISHOP	1524	553	36.29	388											
UNINCORPORATED AREA	7982	3363	42.13	2377											

100016	SUPERVISOR, 1ST DISTRICT													
	Registration	Ballots Cast	Turnout (%)		DAN TOTTEROH	DAVID TANKSLEY	BILL STOLL							
101 0101	668	60	8.98		25	31	3							
101 - Vote by Mail	668	313	46.86		144	145	17							
102 0102	855	94	10.99		42	40	10							
102 - Vote by Mail	855	287	33.57		142	96	28							
103 0103	642	70	10.90		28	29	13							
103 - Vote by Mail	642	218	33.96		121	64	23							
Precinct Totals	2165	224	10.35		95	100	26							
Vote by Mail Totals	2165	818	37.78		407	305	68							
Grand Totals	2165	1042	48.13		502	405	94							
CALIFORNIA	2165	1042	48.13		502	405	94							
8th CONGRESSIONAL DISTRICT	2165	1042	48.13		502	405	94							
8th STATE SENATE DISTRICT	2165	1042	48.13		502	405	94							
26th ASSEMBLY DISTRICT	2165	1042	48.13		502	405	94							
1st EQUALIZATION	2165	1042	48.13		502	405	94							
1st SUPERVISOR DISTRICT	2165	1042	48.13		502	405	94							
INYO	2165	1042	48.13		502	405	94							
UNINCORPORATED AREA	2165	1042	48.13		502	405	94							

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INYO											
100018	Registration	Ballots Cast	Turnout (%)	ASSESSOR DAVE STOTLEMYRE	AUDITOR AMY SHEPHERD	CORONER LEON B. BRUNE	COUNTY CLERK-RECORDER KAMMI FOOTE	DISTRICT ATTORNEY THOMAS L. HARDY	PUBLIC ADMIN PATRICIA BARTON		
101 0101	668	60	8.98	46	46	50	52	51	44		
101 - Vote by Mail	668	313	46.86	218	219	240	241	222	211		
102 0102	855	94	10.99	75	73	79	78	77	74		
102 - Vote by Mail	855	287	33.57	224	222	239	231	224	223		
103 0103	642	70	10.90	51	49	51	54	49	51		
103 - Vote by Mail	642	218	33.96	154	159	166	166	164	148		
104MB 0104	120	0	0.00	0	0	0	0	0	0		
104MB - All Mail Precincts	120	47	39.17	43	43	44	40	38	42		
105 0105	785	71	9.04	62	62	62	60	59	59		
105 - Vote by Mail	785	225	28.66	181	170	188	177	183	178		
106 0106	417	28	6.71	20	23	25	24	18	23		
106 - Vote by Mail	417	109	26.14	84	83	90	87	79	78		
107 0107	322	27	8.39	23	19	20	20	18	19		
107 - Vote by Mail	322	93	28.88	77	66	74	77	74	63		
108 0108	870	83	9.54	69	65	71	65	69	67		
108 - Vote by Mail	870	303	34.83	246	236	268	265	253	242		
109 0109	888	104	11.71	80	77	89	83	81	80		
109 - Vote by Mail	888	340	38.29	273	268	287	293	283	267		
110 0110	595	61	10.25	48	48	51	49	45	45		
110 - Vote by Mail	595	53	8.91	44	43	44	43	39	42		
111 0111	380	26	6.84	20	19	21	20	21	18		
111 - Vote by Mail	380	134	35.26	105	97	111	113	107	101		
112 0112	630	64	10.16	47	45	55	51	47	41		
112 - Vote by Mail	630	147	23.33	119	119	129	126	114	115		
113 0113	368	63	17.12	40	42	45	46	43	35		
113 - Vote by Mail	368	92	25.00	65	65	74	72	71	65		
114MB 0114	68	0	0.00	0	0	0	0	0	0		
114MB - All Mail Precincts	68	37	54.41	21	22	24	22	22	22		
115 0115	413	63	15.25	45	43	47	50	48	41		
115 - Vote by Mail	413	123	29.78	96	99	106	105	100	99		
116 0116	437	59	13.50	45	47	45	49	44	44		
116 - Vote by Mail	437	122	27.92	84	90	94	99	87	92		
117 0117	536	57	10.63	44	43	44	47	46	42		
117 - Vote by Mail	536	120	22.39	90	94	103	98	94	93		
118MB 0118	91	0	0.00	0	0	0	0	0	0		
118MB - All Mail Precincts	91	42	46.15	27	29	28	27	26	26		
119MB 0119	178	0	0.00	0	0	0	0	0	0		
119MB - All Mail Precincts	178	75	42.13	55	55	62	58	54	59		
120MB 0120	134	0	0.00	0	0	0	0	0	0		
120MB - All Mail Precincts	134	54	40.30	40	41	41	41	40	41		
121MB 0121	109	0	0.00	0	0	0	0	0	0		
121MB - All Mail Precincts	109	52	47.71	41	41	40	44	38	41		
Precinct Totals	9506	930	9.78	715	702	755	748	716	683		
Vote by Mail Totals	8806	2679	30.42	2060	2030	2213	2193	2094	2017		
All Mail Precincts Totals	700	307	43.86	227	231	239	232	218	231		
Grand Totals	9506	3916	41.20	3002	2963	3207	3173	3028	2931		
CALIFORNIA	9506	3916	41.20	3002	2963	3207	3173	3028	2931		
8th CONGRESSIONAL DISTRICT	9506	3916	41.20	3002	2963	3207	3173	3028	2931		
8th STATE SENATE DISTRICT	9506	3916	41.20	3002	2963	3207	3173	3028	2931		
26th ASSEMBLY DISTRICT	9506	3916	41.20	3002	2963	3207	3173	3028	2931		
1st EQUALIZATION	9506	3916	41.20	3002	2963	3207	3173	3028	2931		
1st SUPERVISOR DISTRICT	2165	1042	48.13	768	768	825	822	787	751		
2nd SUPERVISOR DISTRICT	1644	600	36.50	490	466	503	485	469	462		
3rd SUPERVISOR DISTRICT	2353	944	40.12	760	738	810	798	770	743		
4th SUPERVISOR DISTRICT	1859	749	40.29	558	551	612	605	573	537		
5th SUPERVISOR DISTRICT	1485	581	39.12	426	440	457	463	429	438		
INYO	9506	3916	41.20	3002	2963	3207	3173	3028	2931		

June 3, 2014

INY_20140603_E

***Grand Totals 100018	INYO														
	Registration	Ballots Cast	Turnout (%)		ASSESSOR DAVE STOTTLEMYRE		AUDITOR AMY SHEPHERD		CORONER LEON B. BRUNE		COUNTY CLERK-RECORDER KAMMI FOOTE		DISTRICT ATTORNEY THOMAS L. HARDY		PUBLIC ADMIN PATRICIA BARTON
BISHOP	1524	553	36.29		447		423		459		445		431		420
UNINCORPORATED AREA	7982	3363	42.13		2555		2540		2748		2728		2597		2511

June 3, 2014

INY_20140603_E

100024	INYO													
	Registration	Ballots Cast	Turnout (%)		SHERIFF BILL LUTZE		TREASURER-TAX COLLECTOR ALISHA MCMURTRIE							
101 0101	668	60	8.98		50		50							
101 - Vote by Mail	668	313	46.86		240		238							
102 0102	855	94	10.99		78		79							
102 - Vote by Mail	855	287	33.57		226		226							
103 0103	642	70	10.90		57		51							
103 - Vote by Mail	642	218	33.96		164		163							
104MB 0104	120	0	0.00		0		0							
104MB - All Mail Precincts	120	47	39.17		43		43							
105 0105	785	71	9.04		59		57							
105 - Vote by Mail	785	225	28.66		183		181							
106 0106	417	28	6.71		21		22							
106 - Vote by Mail	417	109	26.14		86		86							
107 0107	322	27	8.39		19		20							
107 - Vote by Mail	322	93	28.88		74		69							
108 0108	870	83	9.54		71		68							
108 - Vote by Mail	870	303	34.83		264		254							
109 0109	888	104	11.71		85		86							
109 - Vote by Mail	888	340	38.29		290		276							
110 0110	595	61	10.25		50		47							
110 - Vote by Mail	595	53	8.91		43		42							
111 0111	380	26	6.84		20		15							
111 - Vote by Mail	380	134	35.26		109		104							
112 0112	630	64	10.16		49		49							
112 - Vote by Mail	630	147	23.33		114		123							
113 0113	368	63	17.12		45		42							
113 - Vote by Mail	368	92	25.00		72		65							
114MB 0114	68	0	0.00		0		0							
114MB - All Mail Precincts	68	37	54.41		24		23							
115 0115	413	63	15.25		53		48							
115 - Vote by Mail	413	123	29.78		104		98							
116 0116	437	59	13.50		46		47							
116 - Vote by Mail	437	122	27.92		99		95							
117 0117	536	57	10.63		50		49							
117 - Vote by Mail	536	120	22.39		88		96							
118MB 0118	91	0	0.00		0		0							
118MB - All Mail Precincts	91	42	46.15		25		27							
119MB 0119	178	0	0.00		0		0							
119MB - All Mail Precincts	178	75	42.13		62		61							
120MB 0120	134	0	0.00		0		0							
120MB - All Mail Precincts	134	54	40.30		41		43							
121MB 0121	109	0	0.00		0		0							
121MB - All Mail Precincts	109	52	47.71		43		41							
Precinct Totals	9506	930	9.78		753		730							
Vote by Mail Totals	8806	2679	30.42		2156		2116							
All Mail Precincts Totals	700	307	43.86		238		238							
Grand Totals	9506	3916	41.20		3147		3084							
CALIFORNIA	9506	3916	41.20		3147		3084							
8th CONGRESSIONAL DISTRICT	9506	3916	41.20		3147		3084							
8th STATE SENATE DISTRICT	9506	3916	41.20		3147		3084							
26th ASSEMBLY DISTRICT	9506	3916	41.20		3147		3084							
1st EQUALIZATION	9506	3916	41.20		3147		3084							
1st SUPERVISOR DISTRICT	2165	1042	48.13		815		807							
2nd SUPERVISOR DISTRICT	1644	800	36.50		485		478							
3rd SUPERVISOR DISTRICT	2353	944	40.12		803		773							
4th SUPERVISOR DISTRICT	1859	749	40.29		590		567							
5th SUPERVISOR DISTRICT	1485	581	39.12		454		459							
INYO	9506	3916	41.20		3147		3084							

***Grand Totals 100024	INYO														
	Registration	Ballots Cast	Turnout (%)		SHERIFF BILL LUTZE		TREASURER-TAX COLLECTOR ALISHA MCMURTRIE								
BISHOP	1524	553	36.29		442		435								
UNINCORPORATED AREA	7982	3363	42.13		2705		2649								

June 3,2014

INY_20140603_E

CALIFORNIA													
140026	Registration	Ballots Cast	Turnout (%)	MEASURE 41 YES	NO	MEASURE 42 YES	NO						
101 0101	666	60	8.99	37	19	25	29						
101 - Vote by Mail	666	313	46.86	163	119	140	142						
102 0102	855	94	10.99	44	45	43	45						
102 - Vote by Mail	855	287	33.57	179	93	112	150						
103 0103	642	70	10.90	24	43	24	40						
103 - Vote by Mail	642	218	33.96	108	85	77	111						
104MB 0104	120	0	0.00	0	0	0	0						
104MB - All Mail Precincts	120	47	39.17	29	16	24	19						
105 0105	785	71	9.04	39	28	36	29						
105 - Vote by Mail	785	225	28.66	115	91	92	109						
106 0106	417	28	6.71	18	10	8	19						
106 - Vote by Mail	417	109	26.14	59	41	49	48						
107 0107	322	27	8.39	20	6	10	15						
107 - Vote by Mail	322	93	28.88	51	31	38	49						
108 0108	870	83	9.54	47	34	34	44						
108 - Vote by Mail	870	303	34.83	169	121	112	169						
109 0109	888	104	11.71	37	60	45	52						
109 - Vote by Mail	888	340	38.29	158	156	122	184						
110 0110	595	61	10.25	45	11	38	18						
110 - Vote by Mail	595	53	8.91	43	7	23	23						
111 0111	380	26	6.84	17	8	15	10						
111 - Vote by Mail	380	134	35.26	69	63	59	64						
112 0112	630	64	10.16	40	22	29	30						
112 - Vote by Mail	630	147	23.33	74	60	60	76						
113 0113	368	63	17.12	28	26	26	29						
113 - Vote by Mail	368	92	25.00	59	33	37	48						
114MB 0114	68	0	0.00	0	0	0	0						
114MB - All Mail Precincts	68	37	54.41	22	15	12	18						
115 0115	413	63	15.25	30	27	29	27						
115 - Vote by Mail	413	123	29.78	83	36	43	74						
116 0116	437	59	13.50	33	21	25	29						
116 - Vote by Mail	437	122	27.92	67	49	53	60						
117 0117	536	57	10.63	40	13	29	24						
117 - Vote by Mail	536	120	22.39	69	45	57	54						
118MB 0118	91	0	0.00	0	0	0	0						
118MB - All Mail Precincts	91	42	46.15	29	12	18	20						
119MB 0119	178	0	0.00	0	0	0	0						
119MB - All Mail Precincts	178	75	42.13	34	38	29	42						
120MB 0120	134	0	0.00	0	0	0	0						
120MB - All Mail Precincts	134	54	40.30	29	23	32	21						
121MB 0121	109	0	0.00	0	0	0	0						
121MB - All Mail Precincts	109	52	47.71	38	12	22	27						
Precinct Totals	9506	930	9.78	499	373	416	440						
Vote by Mail Totals	8806	2679	30.42	1466	1030	1074	1361						
All Mail Precincts Totals	700	307	43.86	181	116	137	147						
Grand Totals	9506	3916	41.20	2146	1519	1627	1948						
CALIFORNIA	9506	3916	41.20	2146	1519	1627	1948						
8th CONGRESSIONAL DISTRICT	9506	3916	41.20	2146	1519	1627	1948						
8th STATE SENATE DISTRICT	9506	3916	41.20	2146	1519	1627	1948						
26th ASSEMBLY DISTRICT	9506	3916	41.20	2146	1519	1627	1948						
1st EQUALIZATION	9506	3916	41.20	2146	1519	1627	1948						
1st SUPERVISOR DISTRICT	2165	1042	48.13	555	404	421	517						
2nd SUPERVISOR DISTRICT	1644	600	36.50	331	223	257	288						
3rd SUPERVISOR DISTRICT	2353	944	40.12	499	389	374	490						
4th SUPERVISOR DISTRICT	1859	749	40.29	422	290	310	376						
5th SUPERVISOR DISTRICT	1485	581	39.12	339	213	265	277						
INYO	9506	3916	41.20	2146	1519	1627	1948						

INYO COUNTY Statement of Vote
 INY_20140603_E

***Grand Totals 140026	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		MEASURE 41 YES	NO		MEASURE 42 YES	NO						
BISHOP	1524	553	36.29		302	207		233	269						
UNINCORPORATED AREA	7982	3363	42.13		1844	1312		1394	1679						



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 17

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Approval of Amendment Number One (1) to the Contract between Inyo County Mental Health and Casa Pacifica Center for Children and Families.

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendment Number One (1) to the contract between Inyo County Mental Health and Casa Pacifica Center for Children and Families for the provision of mental health services in an additional amount of \$15,000.00 for a total amount not to exceed \$45,000.00 for the period of July 1, 2013 through June 30, 2014, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This Amendment is necessary to cover the continued intensive mental health treatment costs for a youth placed at Casa Pacifica Center for Children and Families. The Behavioral Health program management and quality assurance staff carefully review the documentation and the high degree of services provided and billed by Casa Pacifica staff. We review each episode that has been billed and the accompanying documentation. We also review the treatment needs of the youth and have documented the continued need for placement in this facility. The Inyo County Multidisciplinary Placement Team approves placement in this high level residential facility only after all lower levels of placement and placement alternatives, including wrap around services, had been exhausted. This team is comprised of representative from Behavioral Health, Child Welfare, Juvenile Probation, Toiyabe Family Services, Kern Regional Center and the schools as appropriate. The youth has had stays at the Inyo County Juvenile Center and multiple psychiatric hospitalizations, including several hospitalizations during placement at Casa Pacifica. Casa Pacifica has been an Organizational Provider of mental health services for Inyo County in the past and provides individual therapy, group therapy, medication monitoring, and crisis intervention in addition to the residential program and on-grounds school. The Organizational Provider status allows us to maximize Medi-Cal reimbursement for the mental health services provided. The Mental Health fiscal staff diligently pursues reimbursement for these costs.

ALTERNATIVES:

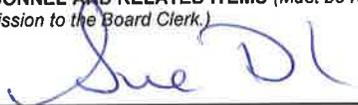
Your Board could deny approval of Amendment Number One (1) to this contract. This would result in the possible loss of this placement option for this minor and return to the Juvenile Center.

OTHER AGENCY INVOLVEMENT:

Child Welfare, Juvenile Probation, Schools

FINANCING:

Reimbursement will again be pursued and maximized for Medi-Cal eligible services provided by the group home. Mental Health Realignment funds will be used for services that are not reimbursed. This expense is budgeted in Mental Health (045200) in Support and Care (5508). No County General Funds.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes 6/10/2014</u> Date:
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes 6/11/2014</u> Date:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>J 6/13/14</u> Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 6-12-14

AMENDMENT NUMBER One TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Casa Pacifica Centers for Children and Families, of Camarillo, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 11, 2013, on County of Inyo Standard Contract No. 144, for the term from July 1, 2013 to June 30, 2014.

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:

The first sentence of paragraph 3.D. Limit upon amount payable under Agreement, is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$45,000.00 (Forty Five Thousand Dollars) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is May 1, 2014.

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
Casa Pacifica Centers for Children and Families
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

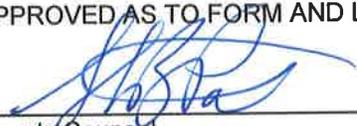
By:  _____

Signature
Michael Redard

Chief Financial Officer
Type or Print

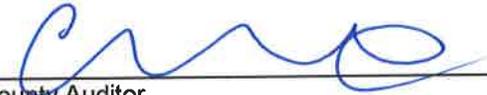
Dated: 5/23/14 _____

APPROVED AS TO FORM AND LEGALITY:



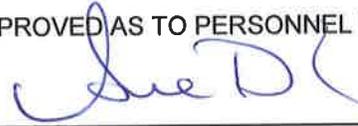
County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

18

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health, Substance Use Disorders Program

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Approval of the FY 2013-2014 Amended Negotiated Net Amount (NNA) Alcohol and Drug Programs Contract for Alcohol and Drug Services, #10- NNA 14 V.2 and Department of Health Care Services (DHCS) Contract # 12-89208 A02.

DEPARTMENTAL RECOMMENDATION:

Request that your Board approve the FY 2013/2014 V.2 Amended Negotiated Net Amount (NNA) Contract with the California Department of Alcohol and Drug Programs (ADP) and the Department of Health Care Services (DHCS) Contract #12-89208 A02 with a FY 2013/2014 increase of \$4,256 for a total amount \$1,705,826, and authorize the chairperson to sign the amendment forms.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This is a standard amendment to our State contract for Inyo County's Substance Use Disorders Program. The State keeps the basic multi-year contract in place and provides amendments to the contract reflecting any changes in the allocation. The total amount of the three year contract FY 10/11 through FY 13/14 has increased by \$4,256 in FY 2013-14 for a total amount of \$1,705,826. Additionally, there are changes in the contract reflecting a listing of standard agreement changes from FY 2012-13 to FY 2013-14: Exhibit A1, Substance Use Disorder Budget for Inyo County, Exhibit B, General Terms and Conditions of the contract, Exhibit C, Non Drug Medi-Cal Substance Abuse Treatment services and Funding Conditions of the contract and Exhibit D, Drug Medi-Cal Treatment Program Services and Funding Conditions of the contract.

ALTERNATIVES:

Your Board could elect not to approve this amendment, resulting in the loss of funding for the Substance Use Disorders program.

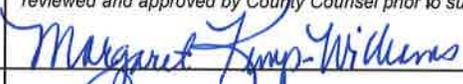
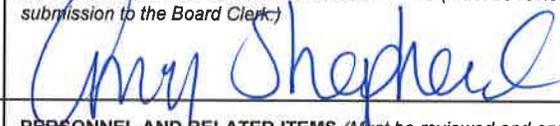
OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services

FINANCING:

Federal and 2011 Realignment Funds. This will be brought in as Revenue to the Substance Abuse Disorders Budget (045315)

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <input checked="" type="checkbox"/> Date: <u>06/03/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <input checked="" type="checkbox"/> Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 6-9-14

STANDARD AGREEMENT AMENDMENT

STD 213A_DHCS (Rev 01/13)

 Check here if additional pages are added: 2 Page(s)

Agreement Number 12-89208	Amendment Number A02
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:
 State Agency's Name (Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services
-
- Contractor's Name (Also referred to as Contractor)
 County of Inyo
-
2. The term of this Agreement is: July 1, 2010
 through June 30, 2014
-
3. The maximum amount of this Agreement after this amendment is: **\$ 1,705,826**
 One million, seven hundred five thousand, eight hundred twenty-six dollars
-
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
- I. **Amendment effective date:** July 1, 2013
 - II. **Purpose of amendment:** This amendment: 1) modifies the terms and conditions; and 2) increases funding for Fiscal Year 2013-14. The contractor is performing more of the same services as outlined in the original contract.
 - III. Certain changes made in this amendment are shown within the attached document entitled "Standard Agreement Attachment for Counties – Contract Changes from Fiscal Year 2012-13 to Fiscal Year 2013-14" as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
 - IV. Paragraph 3 (maximum amount) of the face of the amended STD 213 is increased by \$4,256 and amended to read: ~~\$1,701,570 (One Million, Seven Hundred One Thousand, Five Hundred Seventy Dollars)~~. **\$1,705,826 (One Million, Seven Hundred Five Thousand, Eight Hundred Twenty-Six Dollars)**.

(Continued on next page)

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)		
County of Inyo		
By (Authorized Signature)	Date Signed (Do not type)	
		
Printed Name and Title of Person Signing		
Address		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: DGS memo dated 07/10/96 and Welfare and Institutions Code 14087.4
Agency Name		
Department of Health Care Services		
By (Authorized Signature)	Date Signed (Do not type)	
		
Printed Name and Title of Person Signing		
Address		
1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413		

- V. Attached to this contract amendment is a listing of standard agreement changes from Fiscal Year 2012-13 to Fiscal Year 2013-14.
- VI. Attached to this contract amendment is Exhibit A1 of the Fiscal Year 2013-14 Substance Use Disorder Budget for the County of Inyo, ADP Contract #10-NNA14 V.2 and DHCS Contract #12-89208 A02.
- VII. Attached to this contract amendment is Exhibit B, General Terms and Conditions, effective July 1, 2013, as part of the multi-year contract for the Fiscal Year 2010-11 through Fiscal Year 2013-14, for the County of Inyo, ADP Contract #10-NNA14 V.2 and DHCS Contract #12-89208 A02.
- VIII. Attached to this contract amendment is Exhibit C, Non Drug Medi-Cal Substance Abuse Treatment Services and Funding Conditions, effective July 1, 2013, as part of the multi-year contract for the Fiscal Year 2010-11 through Fiscal Year 2013-14, for the County of Inyo, ADP Contract #10-NNA14 V.2 and DHCS Contract #12-89208 A02.
- IX. Attached to this contract amendment is Exhibit D, Drug Medi-Cal Treatment Program Services and Funding Conditions, effective July 1, 2013, as part of the multi-year contract for the Fiscal Year 2010-11 through Fiscal Year 2013-14, for the County of Inyo, ADP Contract #10-NNA14 V.2 and DHCS Contract #12-89208 A02.

**FISCAL CONTRACT DETAIL
DEPARTMENT OF HEALTH CARE SERVICES
Fiscal Year 2013-14 Substance Use Disorder Budget
ADP Contract #10-NNA14, V.2
DHCS Contract #12-89208, A02**

State General Funds

Amounts

Totals

State General Funds (July 1, 2013 - June 30, 2014)

Parolee Services Network Funds		4260-116-0001
Drug Medi-Cal	\$ 3,636	4260-601-0001
Total State General Funds		\$ 3,636

TOTAL STATE GENERAL FUNDS **\$ 3,636**

Federal Funds

SAPT Block Grant - 93.959 (FFY 2014 Award) (October 1, 2013 to June 30, 2015 - 21 Months)

SAPT Female Offender Treatment Services - FFY 2014 Award		4260-116-0890
SAPT Discretionary - FFY 2014 Award	\$ 317,973	4260-116-0890
SAPT Adolescent/Youth Treatment Program - FFY 2014 Award		4260-116-0890
SAPT Friday Night Live/Club Live - FFY 2014 Award		4260-116-0890
SAPT Primary Prevention Set-Aside - FFY 2014 Award	\$ 75,194	4260-116-0890
SAPT HIV Set-Aside - FFY 2014 Award	\$ 7,500	4260-116-0890
SAPT Perinatal Set-Aside - FFY 2014 Award		4260-116-0890
SAPT Special Projects - FFY 2014 Award		4260-116-0890
Total SAPT Block Grant - FFY 2014 Award		\$ 400,667

Federal Drug Medi-Cal Funds (Reimbursement) (July 1, 2013 to June 30, 2014) (12 Months)

Drug Medi-Cal	\$ 1,250	4260-601-0912
Perinatal Drug Medi-Cal		4260-601-0912
Total Federal Drug Medi-Cal Funds		\$ 1,250

TOTAL FEDERAL FUNDS **\$ 401,917**

GRAND TOTAL - ALL FUNDS **\$ 405,553**



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's use only: AGENDA NUMBER 19
--

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

FROM: HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Approval of Contract between County of Inyo and Merced Behavioral Center.

DEPARTMENTAL RECOMMENDATION:

Request Board approve the contract between County of Inyo and Merced Behavioral Health Center for residential placement for adults in a locked facility in an amount not to exceed \$35,000 for the period of July 1, 2014 to June 30, 2015; contingent upon Board's adoption of FY 2014/2015 Budget and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo Mental Health has placed LPS conserved adult individuals in this facility for the last sixteen years. Merced Behavioral Center provides specialized services that meet both the physical and emotional needs of these persons. In the past, thirteen persons placed at Merced Behavioral Center have completed the treatment and have successfully "stepped down" intensity of treatment and eventually were terminated from conservatorship status to live independently or in a board and care facility in the community. Merced Behavioral Center works closely with the deputy conservators and provides treatment updates and planning as appropriate.

ALTERNATIVES:

Merced Behavioral Center has offered excellent treatment services for these vulnerable persons. They are committed to providing services in the least restrictive setting. Your Board could choose not to approve this contract. This would jeopardize the placement for the conservatee. Appropriate placements are often difficult to obtain and there is no guarantee that another facility that offers proper care will be found.

OTHER AGENCY INVOLVEMENT:

Inyo County Courts

FINANCING:

100% Mental Health Realignment Funds (clients partially reimburse with SSI payments). This expense will be budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

APPROVALS	
COUNTY COUNSEL: <i>Margaret Kemp-Williams</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <input checked="" type="checkbox"/> Date <u>06/04/14</u>
AUDITOR/CONTROLLER: <i>Cory Shepherd</i>	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>6/4/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <input checked="" type="checkbox"/> Date <u>6/9/14</u> <i>Sue DL</i>

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

Jean Turner

Date: 6-9-14

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Merced Behavioral Center
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2014 _____ **TO:** June 30, 2015 _____

SCOPE OF WORK:

Residential care in a locked Psychiatric Skilled Nursing Facility Provided by Merced Behavioral Center. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, and basic hygiene products. Special needs to be provided: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each resident's psychosocial needs.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Merced Behavioral Center
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2014 _____

TO: June 30, 2015 _____

SCHEDULE OF FEES:

TOTAL DAILY RATE

Mental Health Rehabilitation Center/IMD Services (AB 360 rate) \$173.61

Special Treatment Program Patch \$5.72

TOTAL COST PER DAY WITH PATCH \$179.33

Dally Bed Hold Rate is \$173.05



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

20

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

FROM: HEALTH & HUMAN SERVICES, Emergency Medical Services

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Approval of Extensions to Contracts for Exclusive Operating Emergency Medical Service

DEPARTMENTAL RECOMMENDATION:

Request Board approve extensions to the contracts with Olancha Cartago Fire Department, Symons Emergency Specialties, Inc., and Lone Pine Volunteer Fire Department through June 30, 2015.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Local contracts for Emergency Medical Services (EMS) for these three local ambulance providers are set to expire at the end of July. In coordination with our Local EMS – Inland Counties Emergency Medical Authority (ICEMA) – much work is being done to look at the future of EMS locally. ICEMA will be releasing a Request for Proposals in the upcoming months following further discussions with local providers about the impact of federal health care reform, the current trend of dwindling revenues for EMS, and other challenges being addressed regarding provision of ambulance services. To allow for the completion of the current discussions and strategic planning, these contract extensions are necessary to prevent a lapse in services in three of our operating areas.

Other local providers are not included in the requested action because they were “grandfathered in” during 1981 pursuant to Health and Safety Code Seciton 1797.224 as noncompetitive exclusive providers of EMS. As such, they do not have expiring contractual agreements, except in the case of Southern Inyo Fire Protection District (SIFPD) who has a contract set to expire in 2019.

ALTERNATIVES:

Your Board could deny this agreement, leaving no ambulance service in the three operating areas after July.

OTHER AGENCY INVOLVEMENT:

Inland Counties Emergency Management Authority (ICEMA)

FINANCING:

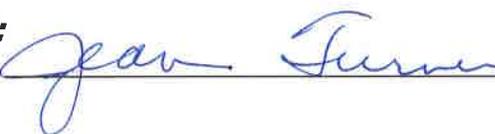
There is no financing involved with this agenda request.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>6/9/2014</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>6/10/2014</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>J</u> Date: <u>6/11/14</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 6-11-14

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Olancha Cartago Fire Department
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
Olancha Cartago Fire Department _____, of _____ Olancha, California
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated _____ November 7, 2006 _____, on County of Inyo Standard
Contract No. 132, for the term from _____ June 1, 2006 _____ to _____ July 31, 2014 _____.

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:

The first sentence of Paragraph 2. Term, of the Agreement is amended to read as follows:

The term of this agreement shall be from June 1, 2006 to June 30, 2015 unless terminated sooner by either party, as provided
below.

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

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Olancha Cartago Fire Department
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: _____

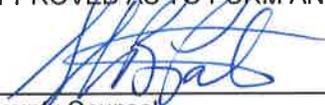
CONTRACTOR

By: _____
Signature

Steve Davis as Fire Chief
Type or Print

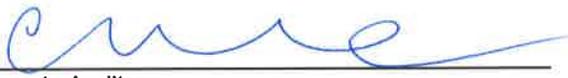
Dated: 04-18-14

APPROVED AS TO FORM AND LEGALITY:



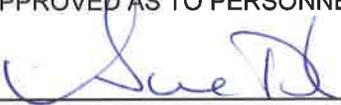
County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Symons Emergency Specialties, Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
Symons Emergency Specialties, Inc. of Bishop, California
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated November 7, 2006, on County of Inyo Standard
Contract No. 132, for the term from June 1, 2006 to July 31, 2014.

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:

The first sentence of Paragraph 2. Term, of the Agreement is amended to read as follows:

The term of this agreement shall be from June 1, 2006 to June 30, 2015 unless terminated sooner by either party, as provided
below.

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

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Symons Emergency Specialties, 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: _____

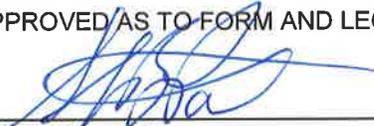
CONTRACTOR

By:  _____
Signature

JUSTIN SYMONS
Type or Print

Dated: 04/23/2014

APPROVED AS TO FORM AND LEGALITY:



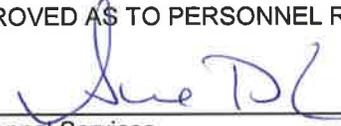
County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Lone Pine Volunteer Fire Department
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
Lone Pine Volunteer Fire Department, of Lone Pine, California
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated November 7, 2006, on County of Inyo Standard
Contract No. 132, for the term from June 1, 2006 to July 31, 2014.

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:

The first sentence of Paragraph 2. Term, of the Agreement is amended to read as follows:

The term of this agreement shall be from June 1, 2006 to June 30, 2015 unless terminated sooner by either party, as provided
below.

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

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Lone Pine Volunteer Fire Department
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: Le Roy P _____
Signature

Le Roy K. T. L
Type or Print

Dated: 5-2-14 _____

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

21

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Local Provider Requests for EMS Funds

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the following five (5) contracts for projects to be funded from the Emergency Medical Services Trust Fund #505107 in amounts designated as follows: 1) Independence Volunteer Fire Department = \$9,300 for the purchase of emergency response and training equipment; 2) Olancha Cartago Fire Department = \$9,300 for the purchase of emergency response equipment; 3) Lone Pine Volunteer Fire Department = \$9,381.60 for the purchase of emergency response and training equipment; 4) Big Pine Fire Protection District = \$9,381.60 for the purchase of emergency response and training equipment; and 5) Southern Inyo Fire Protection District = \$9,170.35 for training and equipment, for a total combined amount of the five (5) contracts not to exceed \$46,533.55 for the period of July 1, 2014 through December 31, 2014; and authorize the Chairperson to sign the contracts.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Emergency Medical Services (EMS) funds are collected from traffic fines in varying amounts per year. The disbursement of the funds is designated by Health and Safety Code Section 1797.98a and requires the monies be distributed as follows: (25%) goes to hospitals, (58%) goes to emergency room physicians, and (17%) goes to local emergency medical services-related discretionary purposes. Health and Human Services solicits requests annually in the spring for first responders to submit funding proposals to be funded from the discretionary (17%) portion of the fund, per county ordinance. This year five (5) entities submitted requests totaling \$46,533.55. The HHS guidelines for funding included: 1) priority is given to volunteer entities; 2) effort made to keep each community equipped with viable ambulance and related equipment; 3) computer equipment was disallowed, per recent State audits; and 4) equipment purchases available through disaster/bioterrorism funds were not recommended for EMS funding.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

100% Emergency Medical Trust Fund #505107, regulated by legislation. No County General Funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>[Signature]</u> Date: <u>6/9/2014</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>[Signature]</u> Date: <u>6/10/2014</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature] Date: 6-11-14

ATTACHMENT A

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

TERM:

FROM: July 1, 2014 **TO:** December 31, 2014

MADDY FUND PROPOSED USAGE:

1. Funded Activities/Service:

a. (List the items to be purchased)
ITEM(S)

	COST
Propac CS 242 Monitors	\$ 5,500.00
edispatch.com	\$ 1,000.00
BK Radios	\$ 2,800.00
TOTAL	\$ 9,300.00

ATTACHMENT B

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

TERM:

FROM: July 1, 2014 **TO:** December 31, 2014

SCHEDULE OF FEES:

County will provide Applicant with \$9,300.00, in advance, for the purchase of items specified in Attachment A. Applicant shall provide County copies of receipts for such purchases within thirty (30) days of purchase. Funds that are not expended by the end of the contract period shall be returned to the County.

ATTACHMENT A

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

TERM:

FROM: July 1, 2014 **TO:** December 31, 2014

MADDY FUND PROPOSED USAGE:

1. Funded Activities/Service:

a. (List the items to be purchased)

ITEM(S)	QUANTITY	COST
Simulaids EMT Casualty Simulation Kit, Simulaids O.B. Manikin, Life/form Intraosseous Infusion Simulator		\$ 2,157.02
BU - EMT Premier 2.0 Package R4		\$ 1,598.33
Panasonic Toughbook - Core i5		\$ 4,200.00
EZ-Stabilizer, EZ-IO G3 Power Driver, EZ-IO 15mm Needle, ED-IO 25mm Needle Stabilizer Kit		\$ 1,215.00
TOTAL		\$ 9,170.35

ATTACHMENT B

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

TERM:

FROM: July 1, 2014 **TO:** December 31, 2014

SCHEDULE OF FEES:

County will provide Applicant with \$9,170.35, in advance, for the purchase of items specified in Attachment A. Applicant shall provide County copies of receipts for such purchases within thirty (30) days of purchase. Funds that are not expended by the end of the contract period shall be returned to the County.

ATTACHMENT A

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

TERM:

FROM: July 1, 2014 **TO:** December 31, 2014

MADDY FUND PROPOSED USAGE:

1. Funded Activities/Service:

a. (List the items to be purchased)

ITEM(S)	QUANTITY	COST
Handheld Radios with charges		\$ 6,427.35
1-YEAR SUBSCRIPTION CELLULAR DISPATCH		\$ 948.00
Pagers		\$ 2,006.25
TOTAL		\$ 9,381.60

ATTACHMENT B

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

TERM:

FROM: July 1, 2014 **TO:** December 31, 2014

SCHEDULE OF FEES:

County will provide Applicant with \$9,381.60, in advance, for the purchase of items specified in Attachment A. Applicant shall provide County copies of receipts for such purchases within thirty (30) days of purchase. Funds that are not expended by the end of the contract period shall be returned to the County.

ATTACHMENT A

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

TERM:

FROM: July 1, 2014 **TO:** December 31, 2014

MADDY FUND PROPOSED USAGE:

1. **Funded Activities/Service:**

a. (List the items to be purchased)

ITEM(S)	QUANTITY	COST
Zoll AED Pro	1	\$ 2,895.00
King Vision Video Laryngoscopes		\$ 2,712.00
EZ-IO		\$ 2,245.00
SKED Rescue Sled		\$ 737.00
Thomas EMS Heating Pack		\$ 870.00
TOTAL		\$ 9,459.00
Request is for \$9,300		\$ 9,300.00

ATTACHMENT B

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

TERM:

FROM: July 1, 2014 **TO:** December 31, 2014

SCHEDULE OF FEES:

County will provide Applicant with \$9,300.00, in advance, for the purchase of items specified in Attachment A. Applicant shall provide County copies of receipts for such purchases within thirty (30) days of purchase. Funds that are not expended by the end of the contract period shall be returned to the County.

ATTACHMENT A

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

TERM:

FROM: July 1, 2014 **TO:** December 31, 2014

MADDY FUND PROPOSED USAGE:

1. Funded Activities/Service:

a. (List the items to be purchased)

ITEM(S)	QUANTITY	COST PER	
EZ-10 Needle Set	2	\$ 2,240.00	\$ 4,480.00
King Vision Kit	1	\$ 1,329.99	\$ 1,329.99
Supply Bag for King	1	\$ 47.99	\$ 47.99
Reusable Cable for King	1	\$ 37.79	\$ 37.79
IV Warmers	2	\$ 434.99	\$ 869.98
Pulse Oximeter with case	1	\$ 614.50	\$ 614.50
Triage Tarp Set	1	\$ 412.00	\$ 412.00
Breakaway Flat	1	\$ 405.00	\$ 405.00
Response Bags	2	\$ 123.00	\$ 246.00
SUBTOTAL			\$ 8,443.25
SALES TAX			\$ 717.68
FREIGHT			\$ 220.67
GRAND TOTAL			\$ 9,381.60

ATTACHMENT B

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

TERM:

FROM: July 1, 2014 **TO:** December 31, 2014

SCHEDULE OF FEES:

County will provide Applicant with \$9,381.60, in advance, for the purchase of items specified in Attachment A. Applicant shall provide County copies of receipts for such purchases within thirty (30) days of purchase. Funds that are not expended by the end of the contract period shall be returned to the County.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

22

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

FROM: HEALTH & HUMAN SERVICES – First 5 Inyo County

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Inyo County Superintendent of School Special Grant 2014-15

DEPARTMENTAL RECOMMENDATION: Request Board approval of the contract between the County of Inyo and Inyo County Superintendent of Schools Child Development Division for Child Development services in an amount not to exceed \$31,500 for the period of July 1, 2014 to June 30, 2015, contingent upon the approval of the FY 14/15 budget; and authorize the Chairperson to sign.

CAO RECOMMENDATION:

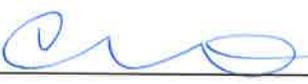
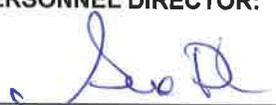
SUMMARY DISCUSSION: Partnering with the Superintendent of Schools Child Development Division to support Laugh & Learn Family Child Care Provider monthly modeling services and library engagement through "Bookalicious! Libricioso!" story hours allows the Commission to invest in two key areas of early development. Laugh & Learn brings quality training and services into family child care homes countywide 10 months of the year, teaching providers how to infuse developmental play into their care routines and giving children direct exposure to literacy and health messages. "Bookalicious! Libricioso!" invites families to rediscover their local libraries and promotes the importance of early literacy in Bishop, Big Pine, and Lone Pine. By offering select stories in English and Spanish we are hoping to build bridges toward impacting Spanish-speaking family literacy habits, an area our literacy surveys over the past 5 years show us we have yet to deeply impact.

ALTERNATIVES: The Board could decide not to fund this grant approved by the Commission, which would mean that we would have to release another Request for Proposals and seek out partners to help us meet our goals. Since these programs are co-sponsored with ICSOS, it could also mean they would have to be canceled.

OTHER AGENCY INVOLVEMENT: None

FINANCING:

100% State Funding. This expense will be budgeted in First 5 (643000) in Professional Services. No County General Funds.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>6/9/2014</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>6/10/2014</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>6/11/14</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: _____

Jean Turner 6-11-14

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools Child Development Division
FOR THE PROVISION OF Child Development **SERVICES**

TERM:

FROM: July 1, 2014 **TO:** June 15, 2015

SCOPE OF WORK:

The Contractor shall provide child development services as detailed in the attached Scope of Work (page 11 from the grant proposal), and incorporated into this contract. Contractor shall perform the tasks listed in this plan no later than June 15, 2015 including the provision of participant intake forms, fiscal reports, and evaluation materials listed in the Scope of Work to the satisfaction of the First 5 Inyo County Commission.

All publicity and materials for the public produced pursuant to this agreement shall be submitted first to First 5 Inyo County for approval and shall include "Funded by First 5 Inyo County, a division of Inyo Health & Human Services" and/or the First 5 Inyo County logo.

The major services this contract addresses, and the ways they shall be measured, are:

1. Facilitating 10 sessions of Laugh & Learn at family child care provider sites throughout Inyo

- # of children receiving developmental Laugh & Learn services
- # of math and science related games and extensions introduced per session
- # of family child care providers learning new skills from Laugh & Learn modeling
- # of family child care providers who re-use the books and extension materials with the children they care for
- # of parents who receive a topic reinforcement take home the day of the Laugh & Learn visits

2. Engaging families in monthly bilingual story hours at libraries in Bishop, Big Pine, and Lone Pine

- # of families with at least one child 0 to 5 attending sessions at each library (sign-in sheets)
- # of purple First 5 Inyo family intake forms collected to share data about family habits
- # of families who didn't have a library card who get a library card
- # of families who report increased library usage
- # of families who report increased reading with their child (reading at least 3 times a week for 15 minutes, reading daily for at least 15 minutes) after participation in program

• Scope of Work •

From July 1, 2014 to June 30, 2015

Organization: ICSOS, Child Dev. Division ✓ Child Development ✓ Family Functioning

Project Goal: ✓ Child Health ✓ Child Development ✓ Family Functioning

Project Summary: Child Care Connection proposes to (1) ensure children 0-5 receive timely and adequate health service to prevent, detect, and treat health issues. (2) improve the development of children 0-5 and promote successful transition to school. (3) Support optimal parenting and self-sufficiency through the Laugh and Learn Family Child Care Home Series and the library initiative – "Bookalicious – Librociioso!"

Project Strategies / Activities	Timeline	Responsible	Measurable Process Outcomes (Products or Deliverables)	Measurable Program Outcomes	Measuring Tools
1. Laugh and Learn Family Child Care Home Series	Sept. 2014- June, 2015	Early Childhood Educators and Specialists	Number of participants Participation rates; frequency and level of involvement Community interest and request for program continuance	Children have increased knowledge about how to keep themselves and others safe, healthy, fit, and resolve problems. Children have increased interest in stories, books, print, drawing, writing, communicating and are excited to learn new things. Children have increased social skills and the ability to play with other children. Families are engaged in local resources, have increased knowledge of the benefits of early literacy and show increased family literacy practices. Children are excited about books and show increased interest in literacy.	Children's pre and post test and observational notes FCCH pre and post test re: habits, routines, and knowledge
2. Bookalicious! Librociioso! Library Events	Sept. 2014 - June, 2015	Early Childhood Educators			Library engagement survey and follow up "homework" reports, photos, sample sharing

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools Child Development Division
FOR THE PROVISION OF Child Development SERVICES

TERM:

FROM: July 1, 2014 **TO:** June 30, 2015

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt of semester invoices as required, the County agrees to compensate the Contractor for expenditures incurred from July 1, 2014 to June 30, 2015 in an amount not to exceed \$31,500.

Actual program and equipment costs are to be invoiced to First 5 Inyo County after service delivery on a semester basis on the last day of each month listed below, and indirect costs are not to exceed 15% of the total contracted amount. Expenditures should not deviate from the proposed budget categories - approved by the First 5 Inyo Commission on April 3, 2014 and attached to this contract - by more than \$1,000 without express written approval from the Commission.

Notwithstanding paragraph 3.E. Billing and Payment, semester invoices with attached expenditure spreadsheets and related evaluation materials should be received by First 5 Inyo no later than 15 days after the due dates listed below. In the event that invoices or evaluation materials are not forthcoming in that time period, the Commission retains the right not only to withhold payment until satisfactory receipt and review of those materials has taken place, but also to automatically decrease the allowable expenditure grant total by 3 % for every 30 days that those materials remain outstanding for the term of the grant.

The Contractor is also required to send at least one representative to attend a brief fiscal and evaluation training in either Lone Pine or Bishop in June 2014 before the term of the contract begins.

Semester Invoice Period:	Late After:
July 1, 2014 to Dec. 31, 2014	January 15, 2015
Jan. 1, 2015 to June 30, 2015	July 15, 2015

ICSOS 2014-15 Special Grant Budget

GENERAL	BUDGET	SEMESTER 1		SEMESTER 2		TOTALS
		1 Quarter	2 Quarter	3 Quarter	4 Quarter	
PERSONNEL	19,191					
Laugh & Learn Instructor	11,515					
Bookalicious Instructor	7,676					
SUPPLIES	6,049					
L & L Instructional Materials	3,000					
L & L Office Supplies						
Book Instructional Materials	3,000					
Book Office Supplies						
CARES SUPPORT	5,000					
INDIRECT (5%)	1,260					
L& L Indirect	726					
Bookalicious Indirect	534					
TOTALS	31,500					



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: HEALTH & HUMAN SERVICES – First 5 Inyo County

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Discovery Point Preschool Special Grant 2014-15

DEPARTMENTAL RECOMMENDATION: Request Board approval of the contract between the County of Inyo and Discovery Point Preschool for Child Development services in an amount not to exceed \$17,500 for the period of July 1, 2014 to June 30, 2015, contingent upon the approval of the FY 14/15 budget; and authorize the Chairperson to sign.

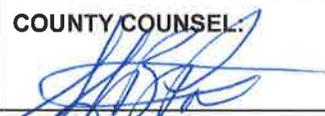
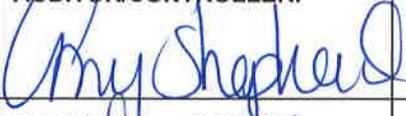
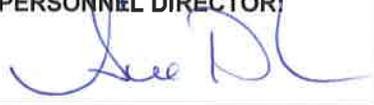
CAO RECOMMENDATION:

SUMMARY DISCUSSION: Last year we saw an incredible transformation for students at Bishop Indian Head Start when we invested in the creation of an outdoor classroom space at the school. Not only did discipline and fighting issues sharply decline, but teachers were empowered to turn outdoor play into instructive play, encouraging children to engage with art, manipulatives, science principles, drama and more, with the carefully integrated play areas. Overall that space improved more than 50% in each of the domains featured on the Preschool Outdoor Environmental Measurement Scale (POEMS). The commission voted to make a similar investment at Discovery Point Preschool (which contracts with Great Steps Ahead to integrate special needs children and typically developing children ages 3 to 5 to promote mutually beneficial development) for 2014-15. Because young children learn through play, creating environments that encourage play activities in key domains has proven to positively impact early development and accelerate the acquisition of important skills.

ALTERNATIVES: The Board could decide not to fund this grant approved by the Commission, which would mean that we would have to release another Request for Proposals and seek out partners to help us meet our goals.

OTHER AGENCY INVOLVEMENT: None

FINANCING: 100% State Funding. This will be budgeted in First Five (643000) in Professional Services (5265). No County General Funds.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>6/3/2014</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>6/3/14</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>J</u> Date: <u>6/9/14</u>

DEPARTMENT HEAD SIGNATURE: Jean Turner 6-9-14
 (Not to be signed until all approvals are received)
 Date: _____

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Discovery Point Preschool
FOR THE PROVISION OF Child Development **SERVICES**

TERM:

FROM: July 1, 2014 **TO:** June 30, 2015

SCOPE OF WORK:

The Contractor shall provide child development services as detailed in the attached Scope of Work (from the grant proposal), and incorporated into this contract.

Contractor shall perform the tasks listed in this plan no later than June 30, 2015 including the provision of participant intake forms, fiscal reports, and evaluation materials listed in the Scope of Work to the satisfaction of the First 5 Inyo County Commission.

All publicity and materials for the public produced pursuant to this agreement shall be submitted first to First 5 Inyo County for approval and shall include "Funded by First 5 Inyo County, a division of Inyo Health & Human Services" and/or the First 5 Inyo County logo.

The major services this contract addresses, and the ways they shall be measured, are:

1. Complete Preschool Outdoor Environmental Measurement Scale (POEMS) pre-measure
2. Create an outdoor classroom environment as detailed in grant proposal
3. Provide a post-assessment of outdoor space Using POEMS again to measure direct benefits of environmental change, as well as digital photos of space before and after, and at least 3 testimonials from parents and/or teachers regarding the impact of the improvements on children in the preschool. Also provide an entire list of children utilizing the yard from both Discovery Point and Great Steps Ahead on yellow First 5 Inyo Center Intake Forms along with their ages, ethnicities, and language preferences for state reporting.

Scope of Work for Discovery Point/GSA Outdoor Classroom & Non-Profit

Tasks Contractor Shall Accomplish	Materials Contractor Shall Provide	Due Date
Apply for permits to complete water/irrigation system	Copy of Approved Permit	w/quarterly report
Begin contract work	Copy of Invoices and all applicable receipts	w/quarterly report
Provide Commission with pre-POEMS evaluation of Outdoor Classroom	Pre Test	w/quarterly report
Install grass, planters, and outdoor play learning settings; defined spaces that support specific activities or groups of activities with specific manipulatives and play materials	Copy of all Invoices and applicable receipts	On or Before August 15th, 2014 <i>Dec. 31, 2014</i>
Begin Process of non-profit	Copy of all Invoices and applicable receipts	w/quarterly report
Post assessment using POEMS	Post Test	w/quarterly report

AM

On or before Dec. 31, 2014
edif

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Discovery Point Preschool
FOR THE PROVISION OF Child Development **SERVICES****

TERM:

FROM: July 1, 2014 **TO:** June 30, 2015

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt of semester invoices as required, the County agrees to compensate the Contractor for expenditures incurred from July 1, 2014 to June 30, 2015 in an amount not to exceed \$17,500.

Actual program and equipment costs are to be invoiced to First 5 Inyo County after service delivery on a semester basis on the last day of each month listed below, and indirect costs are not to exceed 15% of the total contracted amount. Expenditures should not deviate from the proposed budget categories - approved by the First 5 Inyo Commission on April 3, 2014 and attached to this contract - by more than \$1,000 without express written approval from the Commission.

Notwithstanding paragraph 3.E. Billing and Payment, semester invoices with attached expenditure spreadsheets and related evaluation materials should be received by First 5 Inyo no later than 15 days after the due dates listed below. In the event that invoices or evaluation materials are not forthcoming in that time period, the Commission retains the right not only to withhold payment until satisfactory receipt and review of those materials has taken place, but also to automatically decrease the allowable expenditure grant total by 3 % for every 30 days that those materials remain outstanding for the term of the grant.

The Contractor is also required to send at least one representative to attend a brief fiscal and evaluation training in either Lone Pine or Bishop in June 2014 before the term of the contract begins.

Semester Invoice Period:	Late After:
July 1, 2014 to Dec. 31, 2014	January 15, 2015
Jan. 1, 2015 to June 30, 2015	July 15, 2015



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

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

FROM: HEALTH & HUMAN SERVICES – First 5 Inyo County

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Lone Pine Unified School District Special Grant 2014-15 Approval

DEPARTMENTAL RECOMMENDATION: Request Board approval of the contract between the County of Inyo and Lone Pine Unified School District for Child Health, Development, & Family Strengthening services in an amount not to exceed \$20,000 for the period of July 1, 2014 to June 30, 2015, contingent upon the approval of the FY 14/15 budget; and authorize the Chairperson to sign.

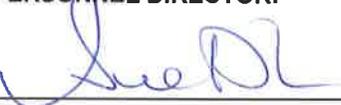
CAO RECOMMENDATION:

SUMMARY DISCUSSION: This grant helps us address the balance of services to families with young children throughout Inyo, because the Lone Pine Family Resource Center has become a hub that connects Southern Inyo with many of the same services offered in Northern Inyo: parenting classes, literacy activities, and early child health resources. By building trust in the community, and through offering quality bilingual services, the school district is connecting earlier with families to help them establish healthy habits, and the entire community is gaining a gathering place to easily connect to a wide range of family supports and resources. In the past two years we've seen parent engagement rise from less than 10% of all participants in parent education coming from Southern Inyo, to over 30% of all participants in parent education coming from Southern Inyo.

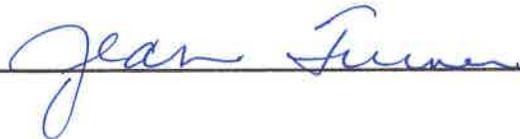
ALTERNATIVES: The Board could decide not to fund this grant approved by the Commission, which would mean that we would have to release another Request for Proposals and seek out partners to help us meet our goals. It would also mean Southern Inyo would not have a system to help connect families and deliver comparable services to Northern Inyo.

OTHER AGENCY INVOLVEMENT: None

FINANCING: 100% State Funding. This contract will be budgeted in First 5 (643000) in Professional Services (5265). No County General Funds.

<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>6/3/2014</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>6/3/14</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>6/9/14</u>

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

 6-9-14

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Child Health, Development, and Family Strengthening SERVICES**

TERM:

FROM: July 1, 2014 **TO:** June 30, 2015

SCOPE OF WORK:

The Contractor shall provide child health, development, and family strengthening services as detailed in the attached Scope of Work (pages 16 & 17 from the grant proposal), and incorporated into this contract. Contractor shall perform the tasks listed in this plan no later than June 30, 2015 including the provision of participant intake forms, fiscal reports, and evaluation materials listed in the Scope of Work to the satisfaction of the First 5 Inyo County Commission.

All publicity and materials for the public produced pursuant to this agreement shall be submitted first to First 5 Inyo County for approval and shall include "Funded by First 5 Inyo County, a division of Inyo Health & Human Services" and/or the First 5 Inyo County logo.

The major services this contract addresses, and the ways they shall be measured, are:

1. Bilingual Family Resource Center hours at Lo-Inyo Elementary School 2 nights a week from August 2014 to June 2015

- # and % of families who connect with the Lone Pine Family Resource Center for service or support annually
- # and % of parents of children 0 to 5 who participate in parenting classes or family events and report increased resiliency, connectedness, or access to resources
- # and % of teen parents who attend an average of 5 or more monthly support group meetings during the year and report increased resiliency, connectedness, or access to resources
- increased # and % of Southern Inyo families who engage with First 5 Inyo services through FRC connection compared to prior engagement without a community hub or local ambassadors
- _# of community outreach events or other promotions agency performs to connect more families to FRC services

2. Bilingual Literacy Engagement

- # and % of children 0 to 5 who engaged in literacy extension activities and story-based dramatic play
- # and % of bilingual books distributed to Southern Inyo families with education about the importance of reading daily with children from birth to 5
- # and % of families participating in FRC Read and Romps whose literacy habits grow from pre to post literacy survey at the end of the year
- # and % of Spanish speaking families who receive a "prescribed literacy" message in Spanish from the health professional, teacher, or school administrator

3. Health Fair with Free Oral Screens

- # and % of children from Southern Inyo 0 to 5 who receive a free annual oral screen at the health fair
- # and % of families receiving English or Spanish oral health kits and other health education at the health fair
- # and % of children the Inyo county oral health coordinator connects with pediatric dental treatment

Timeline

<u>Task</u>	<u>Deadline</u>	<u>Outcome</u>
Setting up the RC in a new location.	End of August	RC ready to function to offer classes to better serve our community.
Read and Romp	September- June September May June	Our families will be involved in several activities to increase and promote literacy. -Offer family literacy Pretest. - Offer family Posttest.
Teen Parent Support Group	Once a Month September/June	-Instructional Videos -The measures are Protective Factor Survey. -Pretest in October -Posttest in May
Baby University	September and January	Will educate parents regarding child development. -PT -PT
Baby University in Spanish	October and February	Will educate parents regarding the <i>child</i> development. -PT -PT
Pre K-University	November and March	Inform parents about the importance of being involved in their child's education. Provide different strategies to help our

		children succeed in school. -Pretest -Posttest
Bilingual Kid-University	April	ST PT
Oral Health Screen Fair	May	-Increase awareness of oral health habits. -Provide a percentage of children screened. -Follow up with a number of children referred to the Dental Coordinator.
Family Resource Center	August - June	-Increase the bilingual Book distribution to enrich literacy in our community including all of our families in LP. -Promote literacy with all school age children.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Child Health, Development, and Family Strengthening SERVICES**

TERM:

FROM: July 1, 2014 **TO:** June 30, 2015

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt of semester invoices as required, the County agrees to compensate the Contractor for expenditures incurred from July 1, 2014 to June 30, 2015 in an amount not to exceed \$20,000.

Actual program and equipment costs are to be invoiced to First 5 Inyo County after service delivery on a semester basis on the last day of each month listed below, and indirect costs are not to exceed 15% of the total contracted amount. Expenditures should not deviate from the proposed budget categories - approved by the First 5 Inyo Commission on April 3, 2014 and attached to this contract - by more than \$1,000 without express written approval from the Commission.

Notwithstanding paragraph 3.E. Billing and Payment, semester invoices with attached expenditure spreadsheets and related evaluation materials should be received by First 5 Inyo no later than 15 days after the due dates listed below. In the event that invoices or evaluation materials are not forthcoming in that time period, the Commission retains the right not only to withhold payment until satisfactory receipt and review of those materials has taken place, but also to automatically decrease the allowable expenditure grant total by 3 % for every 30 days that those materials remain outstanding for the term of the grant.

The Contractor is also required to send at least one representative to attend a brief fiscal and evaluation training in either Lone Pine or Bishop in June 2014 before the term of the contract begins.

Semester Invoice Period:	Late After:
July 1, 2014 to Dec. 31, 2014	January 15, 2015
Jan. 1, 2015 to June 30, 2015	July 15, 2015

LPUSD 2014-15 Special Grant Budget

GENERAL	BUDGET	SEMESTER 1		SEMESTER 2		TOTALS
		1 Quarter	2 Quarter	3 Quarter	4 Quarter	
PERSONNEL	14,012					
FRC Coord. (400 hrs)	12,742					
Pediatric Dentist	700					
Health Fair Organizer	300					
Dental Transcriber	270					
MISCELLANEOUS	615					
SUPPLIES	4,450					
OFFICE SUPPLIES	500					
BOOKS	3,750					
INCENTIVES	200					
TRAVEL	0					
INDIRECT (5.14%)	923					
TOTALS	20,000					



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

- Consent Departmental Correspondence Action Public Hearing
 Schedule Time Closed Session Informational

FROM: The Inyo County Planning Department

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Approval of: 1) Sole Source Request for Independent Contractor 2) Contract between Inyo County and the Hydrodynamic Group LLC to provide technical expertise in the review and evaluation of the Department of Energy's (DOE) Supplemental Environmental Impact Statement (SEIS) with regard to technical reports, data and information on groundwater impacts of the proposed Yucca Mountain repository and any updates to the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada.

DEPARTMENTAL RECOMMENDATION:

1. Approve the request to sole source the Hydrodynamics Group LLC as an independent contractor; and
2. Approve Standard Contract No. 156 between the County of Inyo and the Hydrodynamics Group LLC, for the provisions of technical expertise in the review and evaluation of the DOE SEIS and any updates to the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada, in an amount not to exceed \$20,000 for the period of July 1, 2014 to June 30, 2016, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

On August 13, 2013, the U.S. Court of Appeals for the District of Columbia Circuit issued a decision granting a writ of mandamus directing the Nuclear Regulatory Commission (NRC) to resume the previously discontinued licensing process for the DOE Yucca Mountain high-level radioactive waste repository construction authorization application. On November 18, 2013 a NRC order directed the staff, using the remaining available appropriated funds, to complete and issue the Safety Evaluation Report (SER) evaluating the adequacy of DOE's construction authorization application. The November 18th order also requested the DOE complete a SEIS on its application to address concerns about the groundwater impacts of the proposed repository.

Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings and the Hydrodynamics Group LLC has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater regarding the proposed Yucca Mountain repository during this time. The County had the Hydrodynamics Group LLC under contract from 1997-2013 for professional services regarding groundwater and the proposed Yucca Mountain repository, but let it lapse when the licensing proceedings were halted by the NRC. As an AULG the County has funding from DOE for professional services.

SOLE SOURCE REQUEST FOR INDEPENDENT CONTRACTOR

The Inyo County Planning Department is requesting to sole source Hydrodynamics Group LLC as an independent contractor to provide technical expertise in the review and evaluation of the Department of Energy's (DOE) Supplemental Environmental Impact Statement (SEIS) with regard to technical reports, data and information on groundwater impacts of the proposed Yucca Mountain repository and any updates to the

2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada.

The Hydrodynamics Group LLC was chosen by the County for professional services by a competitive bid process and remained under contract with the County from 1997-2013. This work included the oversight of drilling multiple wells and analyzing the relationship between various locations and groundwater flow. The Hydrodynamics Group LLC's research provided the County with the evidence to support a groundwater contention on the proposed Yucca Mountain repository and provided reviews of the DOE's first SEIS and the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada.

Due to the Hydrodynamics Group LLC previous experience with groundwater issues and the proposed Yucca Mountain repository it retains a specialized knowledge that cannot be duplicated, and since the SEIS is being developed as part of the restart of the licensing process for the Yucca Mountain repository the Hydrodynamics Group LLC firsthand knowledge of it is irreplaceable. The Hydrodynamics Group LLC also has the previous experience working within the parameters of DOE requirements.

CONTRACT BETWEEN THE COUNTY OF INYO AND HYDRODYNAMICS GROUP LLC

Based on the Hydrodynamics Group LLC previous experience with groundwater issues and the proposed Yucca Mountain repository, the Planning Department is requesting to enter into a contract with the Hydrodynamics Group LLC to provide technical expertise in the review and evaluation of the Department of Energy's (DOE) Supplemental Environmental Impact Statement (SEIS) with regard to technical reports, data and information on groundwater impacts of the proposed Yucca Mountain repository and any updates to the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada. The scope of work is attached to the contract as Attachment A. The total contract is not to exceed \$20,000 for the period of July 1, 2014 to June 30, 2016.

ALTERNATIVES:

- Do not approve the Request to Sole Source for Independent Contractor and direct staff to prepare a RFP soliciting consulting services. This option could delay the County having an expert under contract to provide analysis and comments in the timeframe that will be given.
- Direct staff to modify the contract. This option could delay the County having an expert under contract to provide analysis and comments in the timeframe that will be given.

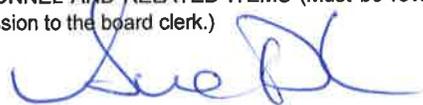
OTHER AGENCY INVOLVEMENT:

The Department of Energy

FINANCING:

Projects and oversight of the proposed Yucca Mountain repository are paid with funding through the Department of Energy

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>05/23/2014</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/28/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>6/4/14</u>

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

 Date: 6/10/14

Attachments:

- Standard Contract No. 156 between the County of Inyo and the Hydrodynamics Group LLC

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Professional SERVICES**

TERM:

FROM: July 1, 2014

TO: June 30, 2016

SCOPE OF WORK:

The purpose of this contract with the Hydrodynamics Group, LLC is to provide technical expertise in the review and evaluation of the Department of Energy's SEIS with regard to technical reports, data and information on groundwater impacts of the proposed Yucca Mountain repository and any updates to the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada.

Task 1: Hydrodynamics will review the DOE current EIS and the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada, in order become familiar with it and to evaluate the potential areas for updates in the SEIS.

Budget: \$2,500

Task 2: Hydrodynamics will review the information, data and technical reports in, and supplemental to, the DOE SEIS regarding groundwater impacts of the proposed Yucca Mountain repository.

Budget: \$5,000

Task 3: Hydrodynamics will provide the County its findings on the DOE data and technical reports in, and supplemental to, the DOE SEIS regarding on groundwater impacts of the proposed Yucca Mountain repository.

Budget: \$5,000

Task 4: Hydrodynamics will coordinate with the County to incorporate, where appropriate, the County's comments on Hydrodynamics' findings and the DOE SEIS regarding groundwater impacts of the proposed Yucca Mountain repository.

Budget: \$2,500

Task 5: Hydrodynamics will prepare a final report of the findings on the DOE SEIS regarding groundwater impacts of the proposed Yucca Mountain repository.

Budget: \$5,000

Products:

1. A memo and/or written report of Hydrodynamics' findings on the information, data and technical reports in, and supplemental to, the DOE SEIS regarding groundwater impacts of the proposed Yucca Mountain repository.
2. A written final report including all of Hydrodynamics' findings on the information, data and technical reports in, and supplemental to, the DOE SEIS regarding groundwater impacts of the proposed Yucca Mountain repository.

Total Budget: \$20,000

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Professional SERVICES**

TERM:

FROM: July 1, 2014

TO: June 30, 2016

SCHEDULE OF FEES:

Inyo County will pay Hydrodynamics, LLC to complete the tasks, at the rate specified, as identified in Attachment A: Hydrodynamics review of the Department of Energy's supplemental environmental impact statement with regard to technical reports, data and information on groundwater impacts of the proposed yucca mountain repository and the the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada - Scope of Work (SOW); Work Products; and, budget, and not to exceed \$20,000. The County will pay Hydrodynamics, LLC as the tasks specified in the SOW are completed in accordance with this Agreement. Invoicing from Hydrodynamics, LLC will be submitted to Inyo County based on the percentage of work completed. The percentage of total payment shall not exceed the percentage of completed project at any time during the project duration. Final payment will be made when all work agreed to by Hydrodynamics, LLC, as identified in the SOW, is completed in accordance with this Agreement.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND The Hydrodynamics Group, LLC
FOR THE PROVISION OF Professional Services SERVICES**

TERM:

FROM: July 1, 2014

TO: June 30, 2016

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Hydrodynamics will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the \$20,000 total cost of the contracted work and only tasks included in the Scope of work will be reimbursed.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

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

FROM: Planning Department

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECTS: Amendment No. Five to the contract between the County of Inyo and PCR Services Corporation, for the provision of environmental review and processing services for the Environmental Impact Report for the Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Plant project.

DEPARTMENTAL RECOMMENDATION: Request that the Board approve Amendment No. Five to the contract between the County of Inyo and PCR Services Corporation to extend the contract termination date from June 30, 2014 to June 30, 2015 and authorize the Chairperson to sign.

SUMMARY DISCUSSION: On February 22, 2011, the Board entered into a contract with PCR Services Corporation to produce an Environmental Impact Report (EIR) for the Crystal Geyser Roxane (CGR) Cabin Bar Ranch Water Bottling Plant project. On February 7, 2012, the Board approved Amendment No. One to the Contract between County of Inyo and PCR to increase the amount payable under the Agreement and augment the scope of work. On January 22, 2013, the Board approved Amendment No. Two to the Contract between County of Inyo and PCR to increase the amount payable under the Agreement, extend the contract term limit, and augment the scope of work. On June 25, 2013, the Board approved Amendment No. Three to the Contract between County of Inyo and PCR to extend the contract term limit and on December 10, 2013 the Board approved Amendment No. Four to the contract term limit.

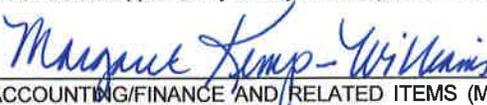
Prior to CGR being able to pump any water, the Mitigation, Monitoring, and Reporting Plan (MMRP) is required to be approved by the Board of Supervisors. Also, since the approval of the Cabin Bar project, the applicant has changed the project parameters somewhat and additional environment review will likely be necessary. Due to these factors it is prudent to extend the contract to June 30, 2015.

ALTERNATIVES: The Board could choose not to approve the proposed amendments. This is not recommended, as the services of PCR were and are necessary in order for the County to continue processing the application from CG Roxane LLC.

OTHER AGENCY INVOLVEMENT: None directly.

FINANCING: Reimbursement for the costs of the Crystal Geyser Cabin Bar Ranch Water Bottling Plant project Environmental Impact Report (EIR), as well as any changes to the project, will continue to be provided by initial, and subsequent, deposits from the C.G. Roxane, LLC which are held in trust (C.G. Cabin Bar, 503811) and subject to the Board approving future budgets.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>06/13/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>6/16/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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



Date: _____

Attachments:

- 1.) Proposed Contract Amendment with PCR Services

**AMENDMENT NO. FIVE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
PCR SERVICES CORPORATION
FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and PCR Services Corporation (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated February 22, 2011 on County of Inyo Standard Contract No. 156 for the term from March 1, 2011 to March 1, 2013; and

WHEREAS, by Contract Amendment One, dated February 7, 2012, the County and Contractor amended said Agreement to increase the amount payable under the Agreement to \$239,822 and augment the Scope of Work for biological, historic, and archaeological resources, data collection, and meetings and management; and

WHEREAS, by Contract Amendment Two, dated January 22, 2013, the County and Contractor amended said Agreement to increase the amount payable under the Agreement to \$365,491, extend the contract term to June 30, 2013, and augment the Scope of Work to reflect the effort to complete the draft and final EIRs; and

WHEREAS, by Contract Amendment Three, dated June 25, 2013, the County and Contractor amended said Agreement to extend the contract term to December 31, 2013; and

WHEREAS, by Contract Amendment Four, dated December 10, 2013, the County and Contractor amended said Agreement to extend the contract term to June 30, 2014; and

WHEREAS, County and Contractor do desire to consent to further 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, Amendment Five, as follows:

Revise Section 2 (Term) of the Agreement to extend the termination date of the Agreement to June 30, 2015.

**AMENDMENT NO. FIVE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
PCR SERVICES CORPORATION
FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING
SERVICES**

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

COUNTY

CONTRACTOR

By: _____

By: 
Gregory J. Broughton
President, PCR Services Corp.

Dated: _____

Dated: June 10, 2014

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

27

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

FROM: Probation Department – Juvenile Center

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Approve the Maintenance Contract with Siemens Industry Inc. for the Juvenile Center Fire Suppression System

DEPARTMENTAL RECOMMENDATION: Request Board 1) declare Siemens Industry, Inc. as a sole source contractor; 2) approve the contract between the County of Inyo and Siemens Industry, Inc. for the provision of a semi-annual inspection and maintenance of equipment services (fire and safety equipment – fire suppression system), in an amount not to exceed \$14,040 for the period of July 1, 2014 through June 30, 2016 with an option to extend to year three (3); and, authorize the Chairperson to sign, contingent upon the Board's adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: SimplexGrinnel originally installed the electronic controls and Life Safety system (fire suppression system) in the Inyo County Jail and Juvenile Center. SimplexGrinnel held the maintenance contract on this equipment every year due to the proprietary nature of the entire system and the need for Simplex replacement parts. In 2003, Inyo County Juvenile Center received a proposal from the Fire Safety Division of Siemens to maintain, repair and inspect our Fire and Life Safety Equipment. Siemens was able to offer a maintenance contract because nearly all of their technical service personnel were former SimplexGrinnel employees, specifically the technicians who provided service to our facility. Siemens could also acquire the needed parts and provide a twenty-four (24) hour response window under any circumstance. Siemens has been awarded the maintenance contracts since 2003 at the Jail and Juvenile Center and the service technicians are familiar with the Juvenile Center's fire suppression system.

For the last two years, we have had a contract with Siemens. The attached proposal is for two fiscal years (2014-15 and 2015-16), with the option to extend an additional year (year 3).

ALTERNATIVES: The Board could choose not to award the contract to Siemens; however, this is not recommended as Siemens has been reliable and knowledgeable with our system; provides the emergency response we need; and is currently under a maintenance contract with the County to inspect the Jail. The twenty-four (24) hour response window is a critical issue to our Juvenile Center operations. The Juvenile Center has developed a strong working relationship with Siemens and its technicians, who have an understanding of the specific needs of the Center. Lastly, yearly inspections and maintenance of the fire suppression system is required on a facility that houses juveniles.

OTHER AGENCY INVOLVEMENT:

FINANCING: Historically, funding has been provided through Operating Transfers in Other Financing Sources (Revenue Code 4998) from Facilities Trust and will be budgeted in the Juvenile Institutions Budget (023100), Expenditure Object Code 5265 - Professional Services. We anticipate that this funding will continue; however, if it does not, we will work with the Budget Team to cover the cost of this contract. A total of \$7,020 will be budgeted in FY14/15 and \$7,020 will be budgeted in FY15/16. If extended, the yearly cost for year 3 will be negotiated prior to June 30th of the prior fiscal year.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/30/2014</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/2/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>6/3/14</u>

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



Date: 6/12/14

Attachments: Portions of County of Inyo Contract #116
Sole Source Justification Form

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY, INC.
FOR THE PROVISION OF MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT SERVICES**

TERM:

FROM: 7/1/14 **TO:** 6/30/16

SCOPE OF WORK:

As noted in the Advantage Services Proposal Agreement, specifically pages 3-7, see attached and as noted below:

1. An annual inspection will be performed in November or December of each year (2014 and 2015) with an annual maintenance visit to be scheduled prior to June 30 of each year (2015 and 2016).
2. Deputy Director Mark Olson or a Supervising Group Counselor is to be notified (at least one week in advance) when an inspection and/or a maintenance visit is scheduled.

On site contact information:
Inyo County Juvenile Center
201 Mazourka Canyon Road
Independence, California
Deputy Director Mark Olson or Supervising Group Counselor
Phone Numbers: 760/878-0350 or 760/878-0351

2. TERM. (page 1) is replaced in its entirety with:

2. TERM

A. Initial Term. The term of this Agreement shall be from July 1, 2014 to June 30, 2016, unless sooner terminated as provided below.

B. Extension of Term. In addition to the initial term, there will be one (1) option for the County or Contractor to extend the Agreement as follows:

(a) From July 1, 2016 through June 30, 2017.

The option to extend may be exercised by either party, in the manner and on the terms and conditions hereinafter provided. The initial term and successive option to extend, if any, shall not exceed an aggregate total of more than thirty-six (36) months.

C. Exercising Options to Extend. The option to extend the term of the Agreement for the periods identified above may be exercised by the County or Contractor in the manner and on the terms and conditions below:

1. Terms and Conditions:

(a) Neither Contractor nor County has terminated or cancelled this Agreement for any reason.

1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

1.2 Current Situation

Inyo County has requested that Siemens prepare a Service Agreement for the 2014-2016 fiscal years, with a (1) one year negotiated extension to 2017.

1.3 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2 Service Solution

2.1 FIRE ALARM & LIFE SAFETY SERVICES

Approach

Gold Level

The Gold Advantage Services plan is designed for customers looking for a partner to ensure dependability and high reliability from their facility systems. When emergencies occur, Siemens experts will provide online or phone support within 2 hours and if this cannot remedy the emergency, arrive on site within 4 hours for critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens will be on site within 24 hours 24x7.

Performance

Designed for customers requiring absolute confidence in their fire system operation, Advantage Services Performance Package provides you with the world-class expertise available only from Siemens, the world leader in fire alarm systems and system maintenance. Our single-minded objective is to make certain your system is operating properly 24-hours a day, 7 days

a week and that your system is in full compliance with local and national requirements. The Performance Package is also specially designed to reduce false alarms and help minimize system downtime and costly repairs. The Performance includes code-compliant testing of your fire alarm system, sensitivity testing, and a detailed written report following each service visit.

2.1.1 Customer Support Services

Written Report of All Services Performed

We will complete a service report for each visit detailing the purpose of the call and summarizing the work that was performed.

2.1.2 Technical Support Services

Emergency Online/Phone Response: Monday through Sunday, 24 Hours per Day

System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely dial into your system, through a dedicated telephone line that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Labor for dispatch is covered in this agreement.

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day

Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Fire Life Safety System Testing and Inspection

We will perform testing and inspection of the covered fire life systems identified in this agreement by certified specialists using testing protocols specified by NFPA that are required for your facility and according to the listed frequency periods. Necessary documentation detailing the results of the testing and inspection, including a list of deficiencies that are evident of being a potential fire and life safety compliance issue will be provided upon completion of the test.

In addition, the customer and Siemens understand the codes are periodically reviewed and possibly modified by local, state and national jurisdictions. If at any time the code changes which will affect the performance of the scope of work within this agreement, Siemens holds the right to negotiate with the customer in order to be duly compensated for the additional work required.

The specific equipment and components of each life safety system listed above that is included as part of this service is listed in the List of Maintained Equipment section of this service agreement.

Smoke Detector Sensitivity Testing

Smoke Detector Sensitivity testing will be performed, in accordance with NFPA guidelines, using the manufacturer's recommended test methods and a UL approved testing device. We will provide an analysis of the test results along with recommendations for detectors that require either cleaning or replacement.

3 Service Implementation Plan

3.1 Fire Alarm & Life Safety Services On-site Response Time and Call Windows

	Gold
Attribute	
Emergency Online/Phone Response	2 hours
Response time - onsite for critical components	4 hours – labor to appear onsite is covered within this response time coverage*
Response time - onsite for non-emergency	24 hours – labor to appear onsite is covered within this response time coverage*
Hours of Service	24 x 7 – Response time labor is covered within these hours of service
Window for Call Handling	24 x 7 – Availability to take your call

*Labor and Material costs for troubleshooting problems and repairing or replacing components are handled separately. Material costs are not included within your Repair and Replacement Coverage. See List of Maintained Equipment to view your current Repair and Replacement Coverage.

3.2 Maintained Equipment Table

SIEMENS

Siemens Building Technologies
Service Agreement

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Fire Alarm System	Field Peripherals	Tamper Switch Monitor Module	1			
Services (Times per year): Test and Inspection (2)						
Fire Alarm System	Field Peripherals	Waterflow Switch Monitor Module	2			
Services (Times per year): Test and Inspection (2)						
Fire Alarm System	Field Peripherals	Strobe	34			
Services (Times per year): Test and Inspection (1)						
Fire Alarm System	Field Peripherals	Speakers or Horns with Strobes	13			
Services (Times per year): Test and Inspection (1)						
Fire Alarm System	Detectors	Conventional Smoke Detector	39			
Services (Times per year): Test and Inspection (1)						
Fire Alarm System	Field Peripherals	Conventional Pull Station	4			
Services (Times per year): Test and Inspection (1)						
Fire Alarm System	Detectors	Conventional Heat Detectors	53			
Services (Times per year): Test and Inspection (1)						

Fire Alarm System	Control & Annunciation	Siemens MXL Alarm Panel	1		
Services (Times per year): Test and Inspection (1)					

Fire Alarm System	Control & Annunciation	Remote Control/Annunciator Panel	1		
Services (Times per year): Test and Inspection (1)					

3.3 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Danelle Henry - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

James Skelly - Service Account Engineer or Team Leader is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Ryan Masloskie - Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Lucy Arroyo - Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Office: 559-276-2600

Toll Free 24/7 Service Line: 1-866-SBT-PROS

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC.
FOR THE PROVISION OF MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT SERVICES

TERM:

FROM: 7/1/14 **TO:** 6/30/16

SCHEDULE OF FEES:

Section 3.E. Consideration / Billing and payment of this contract (page 2) is replaced with the following language:

"Contractor shall submit to the County semi-annually an itemized statement of all services and work described within Attachment A - Scope of Work, which were done at the County's request. This statement will be submitted to the County within ten (10) days of the service date. The 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, County shall make payment to the Contractor."

Year 1 cost for the time period of 7/1/2014 to 06/30/2015. \$3,510 is to be billed and paid semi-annually and in advance
 (total amount for Year 1: \$7,020)

Year 2 cost for the time period of 7/1/2015 to 6/30/2016. \$3,510 is to be billed and paid semi-annually in advance
 (total amount for Year 2: \$7,020)

If option to extend for Year 3, the yearly maintenance amount will be negotiated prior to the expiration of the prior year (June 30th).

Customers with a Service Agreement (contract) will receive reduced rates for on-site service calls outside the scope of this contract and will be invoiced separately to the County:

1. Material Rates: a discount percentage off the standard pricing for Siemens Industry, Inc. products
2. Minimum Charge: Service involving travel to the customer site will incur a two-hour minimum labor charge and \$0.60 per mile one-way vehicle charge.
3. Preferred customer labor rates are effective through life of agreement and as listed below:

	Straight Time (M-F 8 a.m. - 5 p.m.) excl. Holidays	Regular Overtime (M-F 5 p.m. to 8 a.m., & Sat.) excl. Holidays	Sundays & Holidays
FIRE SAFETY SPECIALIST	\$133.00/hour	\$199.50/hour	\$266.00/hour

Material Rates: Customers with an active Service Agreement will benefit from a discount of 25% off the standard pricing for Siemens Building Technologies products. Customers without a Service Agreement will pay standard pricing for Siemens Building Technologies products.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

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

FROM: Probation Department – Juvenile Institutions

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Request to approve contract between the County of Inyo and Dr. Keith Andersen for professional services.

DEPARTMENTAL RECOMMENDATION: Request Board of Supervisors 1) declare Dr. Andersen as a sole source provider; 2) approve the contract between the County of Inyo and Dr. Keith Andersen of Bishop, California, to provide professional services to the Inyo County Probation Department – Juvenile Institutions, for the period July 1, 2014 – June 30, 2015, in an amount not to exceed \$50,000; and, 3) authorize the Chairperson to sign contingent upon the future adoption of the County FY 2014-15 Budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Inyo County Probation applied for and received Youthful Offender Block Grant (YOBG) for Fiscal Year 2014-15. YOBG funding is “to be used to enhance the capacity of county probation, mental health, drug and alcohol, and other county departments to provide appropriate rehabilitative and supervision services to youthful offenders”. Numerous projects were funded with YOBG monies, including \$48,000 to contract with a mental health provider to enhance mental health services at the Inyo County Juvenile Center. Specifically, the mental health provider would provide “medical” management, intake assessment/management, behavior management consultation, in-service training, and would conduct juvenile support and parent support groups. The YOBG Grant requires no match and “may be spent in other than the fiscal year in which the funds were allocated”.

Dr. Keith Andersen is able to provide these special services to the Inyo County Probation Department. Attached is the contract for your review. In summary, Dr. Andersen will be providing:

1. Medication Management – evaluate juveniles upon admission; when appropriate provide written referrals; and, provide written progress updates.
2. Intake for Psychotropic Medication Assessment / Management – identify mental health needs/concerns and provide information to the appropriate persons.
3. Behavior Management Consultation – provide consultation to Juvenile Center staff on an as needed basis regarding behavioral recommendations or behavior management issues.
4. Juvenile and Parent Support Groups – to conduct monthly support group meetings.
5. In-Service Training – provide Juvenile Center staff with basic behavior management techniques.

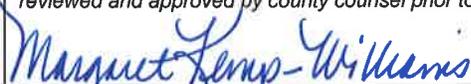
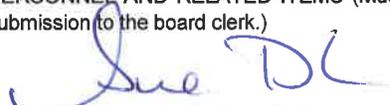
Dr. Andersen will provide professional services at the rate of \$100 per hour. Weekly billable hours shall not exceed 10 hours per week without the explicit permission of the Director of Juvenile Institutions. Travel time to and from the Juvenile Center will not be billed or reimbursable.

Dr. Andersen is a licensed Psychologist who has extensive experience working in secure detention institutions. He has worked with the Probation Department for the last year providing professional services within the Inyo County Juvenile Center. A renewal of his contract will provide efficiency and consistency to a very important service to the County's youth and families already in place at the Inyo County Juvenile Center.

ALTERNATIVES: Your Board could choose not to approve the contract with Dr. Andersen; however, this is not recommended. Dr. Andersen is qualified to provide the special services needed; his offices are located in Bishop; and, YOBG funds will cover the cost of his services.

OTHER AGENCY INVOLVEMENT:

FINANCING: The contract amount of \$48,000 will be budgeted in the Juvenile Institutions Budget #023100, Professional Services Object Code #5265.

<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>✓</u> Date <u>06/13/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/13/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>6/17/14</u>

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

 Date: 6/17/14

- Attachments: 1) Portions of Inyo County Contract #111
2) Sole Source Justification Form

Sole Source Justification Form

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

This is a sole source because:

- There is only one known source because: Dr. Keith Andersen is the only local Psychologist who specializes in Juveniles and is willing to work with the Juveniles and Staff at the Juvenile Center by providing referrals, progress reports, and assessments to the Probation Department.
- This is a sole provider of items compatible with existing equipment or systems.
- This is a sole provider of factory-authorized warranty service.
- This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- The requested product is used or demonstration equipment available at a lower – than-new-cost.
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

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

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

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:
Description of Item or Service. Dr. Andersen provides special psychological services to the Juveniles housed within the Juvenile Center. He is one of the few local Psychologists who is willing to provide services within the Juvenile Center.

DEPARTMENT CONTACT PERSON & TITLE
 Jeffrey L. Thomson, Chief Probation Officer

DEPARTMENT NAME
 Probation – Juvenile Institutions

PHONE
 760-872-4111

REQUESTED SUPPLIER/CONSULTANT NAME
 Dr. Keith Andersen

SUPPLIER CONTACT PERSON
 N/A

SUPPLIER ADDRESS
 P. O. Box 873
 Bishop, CA 93515-0873

SUPPLIER CONTACT'S PHONE NUMBER
 760-873-6172

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



Signature of Requestor



Date

President/CEO Approval

Date

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND DR. KEITH ANDERSEN
FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

FROM: July 1, 2014 **TO:** June 30, 2015

SCOPE OF WORK:

MEDICATION MANAGEMENT - Contractor will evaluate juveniles upon admission and when appropriate provide written referral for psychotropic medication evaluation to Inyo County Health and Human Services Department Psychiatrist, Inyo County Juvenile Probation Officer and Juvenile Center files. Contractor will evaluate all juveniles receiving psychotropic medications to determine efficacy and possible medication side effects and provide written progress updates to the Inyo County Health and Human Services Psychiatrist, Inyo County Juvenile Probation Officer and Juvenile Center files.

INTAKE ASSESSMENT/MANAGEMENT - Contractor to complete an Intake Assessment identifying the mental health needs/concerns of newly admitted juveniles and provide written information to the Judge assigned to juvenile matters with Inyo County Superior Court, Inyo County Juvenile Probation Department and Juvenile Center files. Intake Assessment information shall include information to assist the court with Detention Hearings, assist Juvenile Center staff in programming the juvenile, provide relevant information to the juvenile's probation officer and provide preliminary discharge recommendations.

BEHAVIOR MANAGEMENT CONSULTATION - Contractor will provide consultation to Juvenile Center staff on an as needed basis regarding behavioral recommendations for juveniles with a psychiatric diagnosis or behavior management issues.

JUVENILE SUPPORT GROUP - Contractor to conduct a Juvenile Support Group monthly. The goal of the program will be to provide discharged juveniles who are currently mandated to probation services with support, guidance and encouragement to satisfactorily complete their probation requirements and maintain behavioral gains and success achieved at the Juvenile Center.

PARENT SUPPORT GROUP - Contractor to conduct a Parent Support Group monthly. The goal of the program will be to provide parents with behavioral management techniques to assist in maintaining the juvenile's behavioral gains and success achieved at the Juvenile Center. Specific behavioral interventions will include teaching effective compliance procedures, positive reinforcement of the juvenile's appropriate behaviors and crisis intervention procedures.

IN-SERVICE TRAINING - Contractor will provide Juvenile Center staff with basic behavior management techniques to assist with behavioral programming of juveniles as requested by the Inyo County Director of Juvenile Institutions.

Weekly billable hours shall not exceed ten (10) hours per week without the explicit permission of the Deputy Director of Juvenile Institutions. All invoices shall show, in one-quarter (1/4) of an hour increments, the actual time spent in performing the described work. Travel time to and from the Juvenile Center will not be billed or reimbursable. Contractor shall maintain California Psychologist license, state required continuing medical education credits and liability insurance at own expense.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
29

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Resolution and Notice of Completion for the HVAC Upgrade Project at Inyo County Water Department Building.

DEPARTMENTAL RECOMMENDATIONS:

1. Recommend the Board approve the resolution accepting the improvements for the HVAC Upgrade Project at Inyo County Water Department Building; and,
2. Authorize the recording of a Notice of Completion for the HVAC Upgrade Project at Inyo County Water Department Building.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Bishop Heating and Air Conditioning, Inc. of Bishop, California recently completed construction of the HVAC Upgrade Project at Inyo County Water Department Building. This project consisted of the purchase and installation of a high efficiency electric heat pump system and sixteen (16) individual building space air handler units, and electrical panel replacement for the building's electrical power service. This type of "HVAC split system" design was chosen because: a) this type of system would minimize visual impacts caused by retrofitting an HVAC system to the existing building's interior; b) this system is a high efficiency heat pump system capable of individual office space(s) heating and cooling controls; and, c) this system is expandable and can be modified to accommodate various future building office space configurations.

The originally approved construction contract amount for the HVAC Upgrade Project at Inyo County Water Department Building was \$167,596.48. The total final cost for constructing the project, including all change orders, engineering inspection and oversight, is \$187,744.28.

On June 10, 2014 the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the director is requesting that the Board adopt the attached resolution, which accepts the completed improvements and authorizes the Public Works Director to record a notice of completion for the project, which formally accepts the work.

The notice of completion limits the time periods for claims and establishes the date the contractor is paid the remaining funds due under the contract (the retention).

ALTERNATIVES: The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the notice of completion could not be filed. Choosing not to approve the resolution is not recommended because it will extend the time period during which stop notices can be submitted and will delay the release of retention to the Contractor.

OTHER AGENCY INVOLVEMENT: County Council has reviewed the resolution. The County Auditor's office will pay the retention currently being withheld.

FINANCING: The funds for this project will be provided through the current Public Works Deferred Maintenance Budget 011501, Object Code 5640 – Structures and Improvements.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Council prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>06/13/14</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <i>CD</i> Approved: <u>yes</u> Date <u>6/13/2014</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: 6/13/14
(Not to be signed until all approvals are received)

RESOLUTION # 2014 -

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE HVAC UPGRADE PROJECT
AT INYO COUNTY WATER DEPARTMENT BUILDING**

WHEREAS, Clint G. Quilter, Director of Public Works for the County of Inyo, has determined that the HVAC Upgrade Project at Inyo County Water Department Building has been completed by Bishop Heating and Air Conditioning, Inc. in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the HVAC Upgrade Project at Inyo County Water Department Building.

Passed, approved and adopted this _____th day of June, 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Assistant Clerk to the Board

**RECORDING REQUESTED BY
AND TO BE RETURNED TO:**
County of Inyo
c/o Interim Director of Public Works
Public Works Department
168 No. Edwards Street
PO Drawer Q

Independence, CA 93526

**RECORDING REQUESTED BY
AND TO BE RETURNED TO:**

County of Inyo
c/o Interim Director of Public Works
Public Works Department
168 No. Edwards Street
PO Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the HVAC Upgrade Project at Inyo County Water Department Building on the property hereinafter described was completed on June 10, 2014 and was accepted by the Inyo County Board of Supervisors on June 24, 2014.
2. The property on which the HVAC Upgrade Project at Inyo County Water Department Building has been completed is located at the 135 S. Jackson Street, Independence, CA 93526.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns the real property upon which the HVAC Upgrade Project at Inyo County Water Department, located at the Inyo County Water Department Building, 135 S. Jackson Street, Independence, CA 93526.
4. The undersigned Clint G. Quilter is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted June 24, 2014, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the HVAC Upgrade Project at Inyo County Water Department Building pursuant to contract with the owner is Bishop Heating and Air Conditioning, Inc.

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

COUNTY OF INYO

Dated: _____

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

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Clint G. Quilter, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the HVAC Upgrade Project at Inyo County Water Department Building, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Clint G. Quilter,
Director of Public Works



COUNTY OF INYO BOARD OF SUPERVISORS

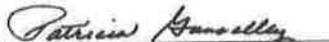
NOTIFICATION FROM THE MEETING OF May 6, 2014
OF THE INYO COUNTY BOARD OF SUPERVISORS

TO: File

Bishop/Joint TUT
Measure

The Bishop City Administrator, Mr. Keith Caldwell, updated the Board on the City Council's discussions concerning a potential TUT Tax Ballot Measure for the 2014 November Ballot to increase the TUT Tax to 1% in the City of Bishop. Mr. Caldwell briefly talked about the reasons why the City Council is considering the Ballot Measure. He explained that during recent City/County Liaison Meetings the idea of possibly having the County join with the effort and make it a Countywide ballot measure had been discussed. He and the Board talked about the benefit of have a uniform TUT percentage throughout the County. The County Administrator explained how an increase in the TUT Tax countywide would be distributed. The Board, Mr. Caldwell and Mr. Carunchio discussed the intended uses of the TUT Tax increases. The Board expressed an interest in pursuing a Countywide Ballot Measure to increase the TUT Tax further and requested that a detailed discussion be agendized in the near future.

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

by: 
Patricia Gunsolley, Assistant

24

Pat Gunsolley

From: Keith Caldwell <KeithCaldwell@ca-bishop.us>
Sent: Monday, April 21, 2014 10:55 AM
To: Pat Gunsolley
Cc: Kevin Carunchio
Subject: Board of Supervisors Presentation

Hi Pat,

As requested for the May 6th Supervisors Meeting,
I would like to share with the Supervisors an update to the City Council's potential TUT Tax measure for the 2014 November ballot.
I also foresee some brief discussion involving the current TUT measure and potential collaborative opportunities.

Please let me know if you should need further info or have questions.

Thanks!
Keith

Keith Caldwell
City Administrator
City of Bishop
PO Box 1236
Bishop, CA 93515
760-873-5863
kelthcaldwell@ca-bishop.us
Small Town with a Big Backyard



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

31

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

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

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meetings of June 10, 2014.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 32
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Consent X Departmental Correspondence Action Public Hearing
 Scheduled Time 11:00am Closed Session Informational

FROM: Water Department

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: Resolution of Inyo/Los Angeles Water Agreement dispute over vegetation conditions in vegetation parcel Blackrock 94

DEPARTMENTAL RECOMMENDATION:

The Water Department requests that your Board: (1) review and consider the information contained in the "Addendum to the Environmental Impact Report – Water from the Owens Valley to Supply the Second Los Angeles Aqueduct, 1970 to 1990 and 1990 Onward, Pursuant to a Long Term Groundwater Management Plan" (SCH #1989080705, Certified October 15, 1991) (Addendum) which has been prepared and adopted by the City of Los Angeles Department of Water and Power; (2) adopt the Addendum; and (3) approve the 'Proposed Resolution of the Blackrock 94 Dispute,' as recommended by the Inyo/Los Angeles Standing Committee.

SUMMARY DISCUSSION:

The Standing Committee's recommended resolution to the Blackrock 94 dispute is contingent on approval of the LADWP and County governing boards. At their June 17, 2014 meeting, the LADWP Board of Water and Power Commissioners approved the Addendum and proposed resolution. The requested actions here would complete the dispute resolution process, and the terms of the resolution would be implemented.

Attachments

Attachment 1 – Draft resolution adopting LADWP's CEQA analysis and dispute resolution terms recommended by the Standing Committee.

Attachment 2 – Addendum to the 1991 FEIR.

Attachment 3 – Resolution terms recommended by the Standing Committee.

Attachment 4 – Comment letter from Owens Valley Committee Vice President Daniel Pritchett, dated May 12, 2014.

Attachment 5 – Comment letter from Sara J. "Sally" Manning, Ph.D., dated May 11, 2014.

Background

Blackrock 94 is a 333 acre groundwater dependent alkali meadow parcel located southwest of the Blackrock fish hatchery. Blackrock 94 was mapped and classified as a Type C (groundwater dependent meadow) alkali meadow as part of Water Agreement's baseline vegetation inventory.

In July 2007, the Technical Group received a letter from the California Native Plant Society (CNPS) stating that vegetation degradation was proceeding rapidly in vegetation parcel Blackrock 94. To address the

alleged vegetation decline, the CNPS recommended that pumping management in the area be altered to avoid an impact by reducing groundwater pumping at the Blackrock Fish Hatchery from its present level of about 12,000 acre-feet per year to 8,000 acre-feet per year. In response to the CNPS's concern, the Technical Group agreed to examine the issue based on the Water Agreement's provisions for determination of a significant effect on the environment, with the Water Department taking the lead in developing an analysis of whether a significant impact had occurred.

On February 3, 2011, the County presented a report to the Technical Group which alleged that "available factual and scientific data indicate that a measurable vegetation change since baseline has occurred in Blackrock 94, both in terms of vegetation cover and species composition." The County's report stated that the vegetation decline was primarily attributable to changes in water availability resulting from groundwater pumping and reduced surface water diversions into the vicinity of Blackrock 94. LADWP's Technical Group members disagreed with the County's conclusions.

For the Technical Group to find that an impact is significant, the Water Agreement requires that the Technical Group make three determinations: (1) that an alleged change in vegetation cover or composition is measurable, (2) if so, that the change is attributable to groundwater pumping or changes in surface water practices, and (3) if so, that the measurable change is significant.

During the following year, the Technical Group was unable to resolve the issue. On May 1, 2012, the County invoked the Water Agreement's dispute resolution process by requesting the Technical Group to resolve issues involving vegetation parcel Blackrock 94. The Technical Group was unable to resolve the issues and written reports were submitted to the Standing Committee explaining the issues raised by the County and LADWP. At its September 26, 2012 meeting, the Standing Committee was unable to resolve the issues regarding Blackrock 94.

In the months following the Standing Committee meeting, further attempts to resolve the issues in dispute were unsuccessful. The Water Agreement provides that if the Standing Committee is unable to resolve a dispute, a party may submit the dispute to a panel for mediation/temporary arbitration. By stipulation between the County and LADWP dated June 12, 2013, the County and LADWP informed the Standing Committee that the issues were being submitted to mediation/temporary arbitration under Section XXVI.C of the Water Agreement. On April 26, 2013, the County notified LADWP of its intent to seek mediation/temporary arbitration. The Water Agreement provides for a three member mediation/temporary arbitration panel ("Arbitration Panel" or "Panel") with one member appointed by the County, one by LADWP, and a third member appointed by the two members appointed by the parties.

Pursuant to the stipulation by the parties, the requests for resolution submitted to mediation/temporary arbitration were:

The County's Request:

The County requests a determination by the mediators/temporary arbitrators that LADWP's groundwater pumping and reductions in surface water diversions in the Blackrock 94 area have caused a measurable and significant change in the vegetation conditions in violation of the provisions of the LTWA. The County further requests the Panel to order that, as required by Section

IV.A of the Water Agreement, reasonable and feasible mitigation of this significant impact be commenced within twelve (12) months of the determination by the mediators/temporary arbitrators that a significant effect on the environment has occurred at Blackrock 94.

The Requests by LADWP:

a. With regard to the County's determination that there has been a measurable change in the environment at Blackrock 94, LADWP requests that the mediators/temporary arbitrators find that the County did not follow and conform to all the required rules, procedures and protocols in the Water Agreement, Green Book and 1991 EIR when it performed the vegetation monitoring, vegetation data collection, vegetation analysis (including the selection of analytical methods, assumptions made, and inputs used when conducting an analysis) and, therefore, the mediators/temporary arbitrators are unable to find that there has been a measurable change in the environment at Blackrock 94.

and/or

b. With regard to the County's determinations that a measurable, attributable, and significant effect has occurred at Blackrock 94, LADWP requests that the mediators/temporary arbitrators find that County did not follow and conform to required rules, procedures and protocols of the Water Agreement, Green Book, and 1991 EIR and, therefore, the mediators/temporary arbitrators are unable to find that a measurable, attributable and significant effect has occurred at Blackrock 94.

In support of their positions, the parties submitted opening, response and reply briefs to the Arbitration Panel. The Panel conducted a hearing on the dispute on October 9 and 10, 2013. On October 26, 2013, the Panel issued an "Interim Order and Award" which found that the parties had previously found that a measureable change in vegetation has occurred in Blackrock 94, but that the Technical Group had not adequately addressed the issues of attributability and significance.

The Interim Order and Award resolved several procedural matters that were in dispute. These matters included:

- Los Angeles contended that the EIR prohibits the Technical Group, the Standing Committee, and this Arbitration Panel from considering the impacts to vegetation in Blackrock 94 which the County identified in its February 2, 2011 report. The Panel found that the changes in vegetation identified in the County's report are not identified, or are not clearly identified, in the 1991 EIR as significant impacts or as future significant impacts of the project so as to give the decision makers sufficient knowledge of their existence or future existence. Because the impacts at Blackrock 94 that were identified in the County's report were not, or were not clearly identified, in the 1991 EIR or in the statement of overriding considerations adopted by Los Angeles at the time that it adopted the 1991 EIR, the Technical Group, the Standing Committee and the Arbitration Panel are not precluded from considering such impacts.

- Los Angeles contended the LTWA and Green Book prohibit the County from submitting any data, analysis or conclusion to the Technical Group, which is not the work product of the Technical Group. The Panel found that under the LTWA, each party to the LTWA may, independently of the other party, gather its own data, make its own analysis of such data, and arrive at its own conclusions regarding such data without such activities having to be approved by or done jointly as the Technical Group. Such independently gathered data, analysis and conclusions may be presented to and considered by the Technical Group.
- Section I.C. of the Green Book prescribes the three step process (measurability, attributability and significance) which must be used by the Technical Group to determine whether a significant effect has occurred. In the first step, the Technical Group is required to consider "all relevant factors." In the second step to determine attributability, the Technical Group is required to evaluate and consider "relevant factors," which may include eight specified factors. Finally, in the third step the Technical Group is to consider eight identified factors in determining the degree of significance. The language of the LTWA and the Green Book does not prohibit the Technical Group from considering any factor which may be relevant when making a determination at each step of the three-step process. Of importance, it does not exclude from Technical Group consideration any data, analysis or conclusions gathered and produced by either party independently and not as a Technical Group activity or as authorized by the Technical Group on its behalf.
- The LTWA and the Green Book provide a method through the Technical Group, Standing Committee, Arbitration Panel, and judicial decision making, whereby impacts on the environment caused by implementation of LADWP's groundwater pumping or changes in surface water management practices would be identified and analyzed, and if determined to be significant, would be mitigated. If the LTWA and Green Book cannot be interpreted and harmonized to serve this purpose, there will be a failure of mitigation for LADWP's project. Interpreting Section III.D of the LTWA as creating the prohibition on independent monitoring and data analysis which LADWP argued for would give either party to the LTWA a de facto veto in the Technical Group and Standing Committee, which would prevent the LTWA from operating as the mitigation measure it was designed to be and would make the dispute resolution process and impact determination process set forth in the LTWA superfluous. Interpretations of provisions of agreements which eviscerate the agreement's ability to operate as intended or which make major provisions of such agreement unnecessary, are to be avoided.
- Despite Los Angeles' contentions to the contrary, the 1984-87 vegetation inventory is the baseline for determining whether there have been changes or decreases in baseline vegetation conditions. To modify or adjust the 1984-87 inventory as baseline would require modification as provided for in Section XXV of the LTWA. Neither party has submitted evidence that the baseline has been so modified. Therefore, the Panel will not consider any changes to the baseline to take into consideration how it was made, or for the climatic conditions under which it was made.
- LADWP contends in its briefs that the vegetation monitoring and data collection activities performed by the County beginning in 1991, were not performed on behalf of, or authorized by the Technical Group, and were not performed in accordance with the procedures, and protocols established by the Technical Group for vegetation monitoring and data collection. The vegetation

monitoring and data collection done by the County since 1991 was done on behalf of, and authorized by, the Technical Group; and that vegetation monitoring and data collection was done in substantial compliance with all of the requirements of the LTWA, Green Book, and procedures and protocols approved by the Technical Group. The County and LADWP as members of the Technical Group, at Technical Group meetings in 1992, implicitly authorized the County to monitor vegetation in the Owens Valley on behalf of the Technical Group, agreed that the vegetation data gathered by the County would be used to compare vegetation conditions to the baseline data, and that the staffs of both members of the Technical Group had agreed upon the procedures and protocols for such activities. For a period of over ten years, each year after the County had performed the vegetation monitoring and gathered the data, LADWP used this data without comment or objection, in its LADWP Annual Report on Conditions in the Owens Valley. The Technical Group was never asked to consider whether the vegetation monitoring and data collection done on its behalf by the County, was defective, flawed, incorrect, or not in accordance with the requirements of the LTWA, Green Book, or any Technical Group approved procedure or protocol.

- Los Angeles contends that the analysis should have been based on conditions in the Blackrock Vegetation and Wellfield Management Area. There are numerous references in the LTWA and The Green Book relating to parcels as areas of similar vegetation, soil types, and other characteristics which make them suitable for determining vegetation conditions, hydrologic conditions and changes in vegetation type. There is nothing in either of these two documents which restricts the application of the three step process to only Vegetation and Wellfield Management Areas.

In addition to the above findings, the Interim Order and Award remanded the matter to the Technical Group so that it may "carry out its dispute resolution functions" and required both the City and the County to provide reports to the Technical Group addressing whether the measurable change was attributable to LADWP's pumping operations and/or changes in LADWP's past surface water management practices or if the measurable change was attributable to another factor or factors. The Interim Order and Award also required the Technical Group to consider the significance of the measurable change upon the vegetation of Blackrock 94 pursuant to the provisions of Water Agreement Section IV.B and Green Book Section I.C. The required reports were submitted to the Technical Group and Arbitration Panel. LADWP concluded that vegetation change in Blackrock 94 was attributable to periods of drought and fluctuations in wet/dry cycles, that LADWP's surface water management practices had not changed, and that the vegetation change in the parcel was not significant. Despite the additional analysis and reports by both parties, the County still concluded that the observed vegetation change was principally due to groundwater pumping.

At its meeting on April 11, 2014, the Technical Group was unable to resolve the "attributability" and "significance" issues. In accordance with the Water Agreement and the Panel's order, the issues were submitted to the Standing Committee for resolution. At its meeting on April 29, 2014, the Standing Committee agreed to recommend to the governing boards of LADWP and the County that each governing board adopt a resolution of the Blackrock 94 dispute that was tentatively agreed to by the Standing Committee.

By agreeing to the proposed resolution of the dispute, LADWP stressed that they do not admit or agree that any significant adverse decreases or changes to vegetation or the environment have occurred within vegetation parcel Blackrock 94 that are attributable to its groundwater pumping activities or attributable to

any changes in surface water management practices by LADWP. LADWP further stated that they do not agree and do not believe that Inyo County provided any evidence that any changes in surface water management practices have occurred in the area of Blackrock 94. Further, LADWP does not endorse the findings contained in Inyo County's February 2, 2011 report titled "Analysis of Conditions in Vegetation Parcel Blackrock 94."

Terms of the proposed resolution

The following are the terms of the agreement reached by the Standing Committee:

- I. Off-Site Enhancement to Preserve Alkali Meadows
 - A. To enhance certain alkali meadows by reversing the encroachment of woody shrubs into such meadows, LADWP will perform prescribed burns on approximately 665 acres of shrub encroached alkali meadows in the Owens Valley.
 - B. The Technical Group will identify areas of alkali meadows where the woody shrub proportion has increased to the point that the area will carry a burn and where sufficient grasses exist on the site that would make a burn beneficial. From the areas identified by the Technical Group, the Technical Group will select the 665 acres that will be burned.
 - C. Recognizing CALFIRE and GBAPCD will require that regulatory permits be issued prior to burning, burning the entire 665 acres may take several years; however, if permits and conditions allow, LADWP will conduct the burning of the 665 acres within 5 years of the date of this Settlement Agreement.
 - D. The burning of the 665 acres will be conducted as described in LADWP's land management plans.
- II. Groundwater Pumping From Wells W351 and W356
LADWP will immediately reduce the level of pumping from wells W351 and W356, which supply the Blackrock Fish Hatchery, to a total amount not to exceed approximately 8,000 acre-feet per year.
- III. Vegetation Monitoring - Measurability
The Parties will enter into a facilitated process with the Ecological Society of America (ESA) to develop and implement vegetation monitoring procedures and detailed analytical procedures for determining if a measurable change in vegetation has occurred, is occurring, or will occur. The monitoring methods and procedures shall be able to compare vegetation cover and composition to the vegetation cover and composition obtained during LADWP's initial vegetation inventory between 1984 and 1987. The monitoring methods and analytical procedures shall also be able to distinguish and recognize trends in vegetation cover and composition. The Parties shall use the vegetation monitoring and analytical procedures in determining if any change in vegetation cover or composition is measurable pursuant to Water Agreement IV.B and Green Book Section I.C.
- IV. Blackrock 94 — Time Out on New Disputes

Both Parties agree not to initiate a dispute involving a decrease or change in vegetation type at Blackrock 94 for a period of at least four (4) years.

V. Arbitrators Decision

The October 21, 2014 Interim Order and Award of the Arbitration Panel shall be deemed a final decision by the Parties, the Parties waive their right to submit the decision to the Superior Court Judge as provided in Section XXVI.D of the Water Agreement and, as provided in Section XXVI.C of the Water Agreement, the Parties shall implement and follow the decision of the Arbitration Panel.

VI. CEQA

LADWP will prepare and certify all appropriate documents in compliance with California Environmental Quality Act (CEQA). LADWP shall act as the CEQA lead agency and the County of Inyo shall be the CEQA responsible agency. At least ten (10) days prior to consideration by the LADWP Board of Water and Power Commissioners, LADWP will provide a draft of its CEQA document to the County for review and comment.

VII. Effective Date

Approval of this Resolution of Dispute by the Standing Committee shall be deemed provisional and will become final following its approval by the Inyo County Board of Supervisors and the LADWP Board of Water and Power Commissioners. In the event that this Resolution of Dispute is not approved by June 30, 2014 by both the Inyo County Board of Supervisors and by the LADWP Board of Water and Power Commissioners, the Parties shall notify the Arbitration Panel. Upon notification, the Arbitration Panel shall immediately schedule a final hearing on the Blackrock 94 Dispute to be held at its earliest convenience.

VIII. Successful CEQA Challenge

In the event that the CEQA document addressing this Resolution of Dispute is found to be legally inadequate by a court, or this Resolution of Dispute is successfully challenged by a third party in court under any other legal basis, this Resolution of Dispute shall be deemed unenforceable and its terms deemed null and void, unless otherwise agreed upon by the Parties. In such an event, the Parties shall request that the Arbitration Panel schedule the Blackrock 94 Dispute for a final hearing. The decision of the Arbitration Panel shall be fully appealable as provided in the Dispute Resolution procedures contained in the Water Agreement, including the appeal of any interim orders issued by the Arbitration Panel.

IX. Defense of CEQA Challenge

In the event that the legal adequacy of the CEQA document addressing this Resolution is challenged in Court, the Parties shall cooperatively work together in the defense of the document, each Party shall bear its own legal costs, and in the event that a court finds the document to be legally inadequate and awards attorney's fees and other costs, each Party shall pay one-half of the award.

X. Termination of Blackrock 94 Dispute

Upon approval of this Resolution by the Board of Water and Power Commissioners and by the Inyo County Board of Supervisors, subject to Section VIII, the Parties will inform the Arbitration Panel that the issues in dispute concerning Blackrock 94 have been resolved.

Discussion

The proposed resolution has a number of elements that staff considers favorable to the County. Burning of mixed shrub/grass communities where the water table is high has been a successful method of enhancing grass cover in Owens Valley. For example, improvement of groundwater dependent meadows by burning has been used as a mitigation measure to compensate for loss of grazing. Reducing pumping at the Black Rock Hatchery will reduce the pumping stress on the water table at Blackrock 94 and elsewhere. The proposed reduction is similar to that requested by the California Native Plant Society in 2007. Agreeing to set aside any disputes over vegetation conditions at Blackrock 94 for four years will allow time to observe the effect of decreased pumping on water availability in the plant root zone, and the effect of water availability on vegetation. By agreeing to not challenge the Arbitration Panel's October 21, 2014 Interim Order and Award, the determinations of the Panel are preserved and become permanently applicable to future Technical Group work. Several of the findings of the Interim Order and Award are in the County's favor, as summarized above.

A concern with the proposed resolution is whether it will have a negative effect on the fishery by reducing fish production at Black Rock Fish Hatchery. The Department of Fish and Wildlife believes that reducing pumping at the Black Rock Hatchery will likely reduce fish production at that facility, at least in the short term; however, by shifting production to other facilities, reducing pumping at the hatchery will not reduce overall fish production in the eastern Sierra. The Department of Fish and Wildlife, in a letter to LADWP (letter from K. Nicol (DFW) to J. McDaniel (LADWP), 1/34/2012) has represented that if pumping at the Black Rock Hatchery were reduced to 8,000 acre-feet per year, "In the near term historic fish production for eastern Sierra waters will be maintained by maximizing full production capabilities at Fish Springs Hatchery. At the Department's discretion this may require utilization of infrastructure improvement such as oxygen supplementation. In the long term and dependent on sufficient funding, facility improvement at Black Rock Hatchery may allow higher fish production while not exceeding the 8,000 acre-foot pumping limitation."

Another concern with the proposed settlement is that LADWP does not admit to any responsibility for vegetation decline in Blackrock 94. In order to pursue the dispute at the Arbitration Panel to the point where LADWP was found to be responsible for mitigating the effects alleged by the County, the County would need to persuade the Panel that the effects on vegetation were caused by LADWP water management and that the effects were significant. In the event the Panel made such a finding, the Panel's findings (including the Interim Order and Award) would be subject to appeal at the Superior Court. While staff believes that the evidence presented to the Arbitration Panel shows that pumping is the primary cause of vegetation change in the parcel, LADWP has presented lengthy arguments that the changes are due to varying water availability due to wet/dry climatological cycles. It is uncertain how the Panel would weigh the arguments put forth by both parties, and the Panel strongly encouraged the parties to resolve the dispute on their own through the Technical Group and Standing Committee.

A workshop was held at the May 13, 2014 Board of Supervisors Meeting to provide the public an opportunity to comment on the proposed resolution, and the Inyo County Water Commission held a meeting on June 18, 2014 to provide another such opportunity. Comment letters were received from Sara J. "Sally" Manning, Ph.D. and from the Owens Valley Committee. The comments were similar in the two letters, and are responded to below.

1. Comment (Manning and OVC): The settlement lacks a goal.

Response: The goal of the proposed settlement is to set out terms for resolving the dispute.

2. Comment (OVC): The exemptions for Wells 351 and 356 are unchanged. The settlement should specify if the ceiling on pumping from Wells 351 and 356 is permanent. What measures are available to the County if pumping exceeds the ceiling?
Response (OVC): Well exemptions may be modified by the Technical Group. There are no provisions in the settlement that terminate the period of reduced pumping, and the reduced pumping would remain in place until the parties agree otherwise.
3. Comment (Manning): Off-site burning has no relation to the Blackrock 94 dispute.
Response: Burning of shrub-encroached meadows is a beneficial land management treatment in Owens Valley alkali meadows.
4. Comment (OVC): Why does the settlement trigger CEQA?
Response: The range burns and the fact that the Black Rock Fish Hatchery is identified in the 1991 EIR as a mitigation measure indicate that a CEQA analysis is necessary.
5. Comment (OVC): Will Inyo County pay any of the costs associated with the vegetation monitoring discussions?
Response: No, the vegetation monitoring effort will be a cooperative study paid for by LADWP.
6. Comment (OVC): Why would facilitated discussions between Inyo and LADWP succeed when they have failed in the past?
Response: Technical staff and policy makers from both LADWP recognize that having agreement on monitoring methods and analytical/statistical methods for evaluating monitoring data may reduce future disagreements over these matters. Where there is a mutually recognized goal, we believe the two parties can work together productively.
7. Comment (OVC): LADWP and Inyo disagree on the appropriate spatial scale for analyzing vegetation conditions. How does the Board intend to resolve this policy disagreement?
Response: The Water Agreement's process for evaluating impacts (the three-step process set out in LTWA section IV.B, which was used to evaluate conditions in Blackrock 94) is intended to be applied on a case-by-case basis. The LTWA does not prescribe a particular spatial scale as appropriate for all evaluations of vegetation conditions. It is the Technical Group's responsibility to determine the best approach to evaluating conditions on a case-by-case basis; hence, the LTWA delegates this responsibility to the Technical Group. The Arbitration Panel, in the Interim Order and Award determined that there was nothing in the LTWA that limits the applicability of the three-step process to the large spatial scale that LADWP claimed was appropriate.
8. Comment (Manning): Monitoring should continue for vegetation and rare plants. Monitoring should be done jointly between the parties. Satellite data should be used to assess vegetation change. Monitoring should continue at the permanent monitoring sites.
Response: The proposed resolution has provisions for development of joint vegetation monitoring. Existing rare plant, permanent monitoring site, and parcel-wide monitoring programs will continue. The Water Department will continue to analyze vegetation change using satellite imagery.

9. Comment (Manning): There should be a rain gauge at monitoring site TS2.
Response: The Water Department maintained a rain gauge network for many years, until it became evident that the data being collected by the Water Department were well correlated with data reported by the National Weather Service and LADWP. Such correlation can be used directly to estimate quantity.
10. Comment (Manning): The County should not have decided to use the three-step process to address vegetation conditions in the parcel.
Response: The Arbitration Panel's Interim Order and Award gave considerable weight to adherence to the LTWA's procedures. It seems likely that a deviation from the LTWA's required procedures would have resulted in the issues raised in the dispute being remanded to the Technical Group so that the proper procedure could be followed.

ALTERNATIVES:

Alternatives are to (1) reject the recommended resolution of the dispute and allow the Arbitration Panel to resolve the dispute, (2) reject the recommended resolution and direct staff to resume settlement discussions.

OTHER AGENCY INVOLVEMENT:

LADWP.

FINANCING:

No county funding required. Cooperative study funding (see section III of the proposed resolution) is provided by LADWP.

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

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



Date: 6/16/14

DRAFT

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF INYO

RESOLUTION No. 2014-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADOPTING AN ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT WATER FROM THE OWENS VALLEY TO SUPPLY THE SECOND LOS ANGELES AQUEDUCT 1970 TO 1990 AND 1990 ONWARD, PURSUANT TO A LONG TERM GROUNDWATER MANAGEMENT PLAN AND APPROVING THE RESOLUTION OF THE BLACKROCK 94 DISPUTE

WHEREAS, May 1, 2012, the County formally commenced the dispute resolution process as provided in the Long Term Water Agreement (Water Agreement) by requesting the Technical Group to resolve issues involving vegetation parcel Blackrock 94; and

WHEREAS, following a lengthy dispute process, at its meeting on April 29, 2014, the Standing Committee recommended to the governing boards of LADWP and the County that each governing board adopt resolution of the Blackrock 94 dispute that was agreed to by the Standing Committee; and

WHEREAS, under the California Environmental Quality Act (CEQA), the City of Los Angeles Department of Water and Power ("LADWP"), is the "lead agency" and the County is a "responsible agency" in regard to the resolution of the Blackrock 94 dispute. As the lead agency, LADWP has the primary responsibility for decisions regarding the proper manner of complying with CEQA in considering and carrying out the project; and

WHEREAS, as the CEQA lead agency, LADWP prepared an Addendum to the 1991 EIR which addresses the potential environmental impacts that could result from the adoption of the proposed resolution of the Blackrock 94 dispute. The Addendum concludes that the adoption of the proposed resolution will not reduce the level of mitigation identified in the 1991 EIR and will not result in any significant impacts to the environment; and

WHEREAS, on June 17, 2014 the LADWP Board of Commissioners adopted the Addendum, certified that the Addendum was prepared in compliance with CEQA, and approved the resolution of the Blackrock 94 dispute; and

NOW, THEREFORE, BE IT HEREBY RESOLVED:

1. That this Board has reviewed and considered the information contained in the Addendum and the 1991 EIR and other information provided by staff.
2. That this Board adopts the Addendum prepared by LADWP.
3. That this Board hereby approves the Resolution of the Blackrock 94 dispute.

ACTIONS PASSED AND ADOPTED THIS 24th DAY OF June, 2014

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____

ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT

**WATER FROM THE OWENS VALLEY TO SUPPLY
THE SECOND LOS ANGELES AQUEDUCT
1970 TO 1990 AND 1990 ONWARD,
PURSUANT TO A LONG TERM GROUNDWATER MANAGEMENT
PLAN**

(SCH #1989080705, Certified October 15, 1991)

**Los Angeles Department of Water and Power
May 2014**

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BACKGROUND

The 1991 EIR

The 1991 Environmental Impact Report on Increased Groundwater Pumping in the Owens Valley Pursuant to a Groundwater Management Plan (1991 EIR, SCH# 1989080705) was prepared to analyze all water management practices and facilities that were implemented or constructed in Owens Valley to supply water to the second aqueduct which was completed in 1970, together with the projects and water management practices contained in the Agreement Between the County of Inyo and the City of Los Angeles and its Department of Water and Power on a Long Term Groundwater Management Plan for Owens Valley and Inyo County (Water Agreement).

The elements of the proposed project that were fully analyzed in the 1991 EIR were:

- The Water Agreement
- Increased water export from the Owens Valley to Los Angeles
 - An increase in groundwater pumping for export to Los Angeles and for uses within the Owens Valley.
 - Increased groundwater pumping from wells constructed and operated prior to 1970.
 - The operation of wells constructed since 1970.
 - The future construction and operation of 15 new wells.
 - Increased pumping on the Bishop Cone.
 - A reduction in the amount of irrigated acreage of Los Angeles-owned land that was irrigated prior to 1968 (from 21,800 acres of irrigated agricultural acreage prior to 1968 to 11,600 acres north of the Olancha/Cartago area and 2,600 irrigated acres in the Olancha/Cartago area).
 - An increase in the amount of surface water diverted for export.
- New groundwater recharge facilities in the Laws and Big Pine areas.
- A continuation of environmental projects implemented by LADWP between 1970 and 1984.
- A continuation of enhancement/mitigation projects implemented since 1985 by Inyo County and LADWP.

Groundwater pumping to supply the Blackrock Fish Hatchery was analyzed in the 1991 EIR as part of the proposed project. The 1991 EIR stated that these wells would be operated pursuant to the provisions of the Water Agreement:

“Between 1970 and 1990, 36 wells were constructed with a total capacity of 160 cfs. Included among these are 16 wells that supply enhancement/mitigation projects with a capacity of 67.8 cfs, and **two wells with a capacity of 26.7 cfs that supply the Blackrock Fish Hatchery. These wells may be operated in the future, subject to the provisions of the (Water) Agreement**” (1991 EIR, page 5-15, emphasis added).

The Water Agreement provides the following overall goal for managing LADWP's water resources within Inyo County:

“The overall goal of managing the water resources within Inyo County is to avoid certain described decreases and changes in vegetation and to cause no significant effect on the environment which cannot be acceptably mitigated while providing a reliable supply of water for export to Los Angeles and for use in Inyo County” (Water Agreement, Section III.A).

The Blackrock Fish Hatchery as Mitigation

Blackrock Fish Hatchery is located at the site of Big Blackrock Spring and the spring served as the water source for fish rearing since 1942. The average spring flow between 1935 and 1970 was approximately 7,000 acre-feet per year (1991 EIR Table 9-4). Increased groundwater pumping beginning in 1970 coincided with decreased flow from Big Blackrock Spring (1991 EIR Figures 9-15, 9-19). To mitigate the effects of decreased spring flow on Blackrock Hatchery, LADWP installed groundwater production wells that began supplying the hatchery with a continuous source of water beginning in 1972. Groundwater pumping to supply the hatchery, which has averaged over 12,000 acre-feet per year, is substantially greater than the natural spring flow that previously supplied the hatchery.

The effects of groundwater pumping to supply the Blackrock Fish Hatchery were analyzed in the 1991 EIR which found that “continuous fish hatchery pumping has shifted the flow direction from southerly south of the hatchery, to northerly; it is estimated that approximately one-half of the recharge from Oak Creek now flows north towards the area of depression caused by hatchery pumping. This is a change from pre-project conditions” (1991 EIR, page 9-64). The 1991 EIR evaluated the effects of increased groundwater pumping on Big Blackrock Spring:

“Groundwater pumping from wells that supply the CDFG Blackrock Fish Hatchery, combined with increased pumping from other wells in the area, have caused the elimination of spring flow from these two springs. At Big Blackrock Springs, much of the area of the former riparian vegetation that was supplied by the spring is now occupied by the State's fish hatchery, a large pond, and several fish rearing facilities associated with the hatchery” (1991 EIR, page 10-61).

The environmental impacts of increased groundwater pumping on springs and seeps was evaluated under Impact 10-14 of the 1991 EIR:

“Increased groundwater pumping has reduced or eliminated flows from Fish Springs, Big and Little Seely Springs, Hines Spring, Big and Little Blackrock Springs, and Reinhackle Spring. This has caused significant adverse impacts to vegetation at several of these spring areas” (Impact 10-14, page 10-59).

Mitigation for these impacts to Big Blackrock Spring is identified in Mitigation Measure 10-14 (page 10-62):

“No on-site mitigation will be implemented at Fish Springs and Big Blackrock Springs; however, the CDFG fish hatcheries at these locations serve as mitigation of a compensatory nature by producing fish that are stocked throughout Inyo County.”

“Although not all springs and associated riparian and meadow vegetation will receive on site mitigation, the Lower Owens River Project will provide mitigation of a compensatory nature. This project will rewater over 50 miles of the river channel allowing for restoration of riparian vegetation along the river. This project also will result in the creation of several new ponds along the river and will provide the continuation of existing lakes associated with the project. The project will restore large areas of wetland and meadow vegetation, perhaps exceeding 1,000 acres adjacent to the river and in its delta. In comparison, the area of riparian and meadow vegetation that has been lost and will not be restored because of the elimination of spring flow due to groundwater pumping is estimated to be less than 100 acres.”

In summary, prior to 1970 Big Blackrock Spring provided an average of about 7,000 acre-feet of water per year to the Blackrock Fish Hatchery. Increased groundwater pumping beginning in 1970 reduced Big Blackrock Spring flow. Groundwater production wells were installed at the Big Blackrock Spring site beginning in 1972 and provided a continuous water supply to the fish hatchery substantially greater than spring flow (about 12,000 acre-feet per year). The 1991 EIR analyzed increased groundwater pumping in the Owens Valley and found that hatchery supply pumping changed the area hydrology from pre-project conditions, eliminated flow from Big Blackrock Spring, and significantly effected riparian and meadow vegetation associated with the spring. The 1991 EIR required future hatchery pumping to be operated pursuant to the Water Agreement, which has the stated goal that groundwater pumping to be managed “...to avoid certain described decreases and changes in vegetation and to cause no significant effect on the environment which cannot be acceptably mitigated while providing a reliable supply of water for export to Los Angeles and for use in Inyo County.” Mitigation for groundwater pumping-caused significant adverse impacts to vegetation in the area of Big Blackrock Spring included the Lower Owens River Project and supplying water pumped from the wells located at Big Blackrock Spring to the Blackrock Fish Hatchery for fish production. No specific amounts of groundwater or fish production quotas are considered in the 1991 EIR.

The Blackrock 94 Dispute

Blackrock 94 (or BLK094) is an approximately 333 acre vegetation parcel located about 1-½ miles southwest of the Blackrock Fish Hatchery. Blackrock 94 was mapped as an alkali meadow by LADWP during a mid-1980's vegetation survey, which later was incorporated into the Water Agreement as a baseline for comparison of vegetation change.

In July 2007, the California Native Plant Society (CNPS) drafted letters to the Inyo/Los Angeles Standing Committee and Inyo/Los Angeles Technical Group alleging that vegetation within vegetation parcel Blackrock 94 has decreased relative to baseline measurements and shrub growth within the parcel had increased. The CNPS then proposed a solution of reducing groundwater pumping at the Blackrock Fish Hatchery from its average level of about 12,000 acre-feet per year to 8,000 acre-feet per year. In response to this letter, the Technical Group

agreed to examine the issue based on the Water Agreement's provisions for determination of a significant effect on the environment.

For the Technical Group to find that an impact is significant, the Water Agreement requires that the Technical Group make three determinations: (1) that an alleged change in vegetation cover or composition is measurable, (2) if so, that the change is attributable to groundwater pumping or changes in surface water practices, and (3) if so, that the measurable change is significant.

On February 2, 2011, the County provided a report to LADWP that presented the independent analysis and conclusions of the County regarding alleged vegetation change in Blackrock 94. Inyo County found that a measurable vegetation change since baseline has occurred in Blackrock 94, both in terms of vegetation cover and species composition. The County's report alleged that measurable vegetation change was primarily attributable to changes in water availability resulting from groundwater pumping and reduced surface water diversions into the vicinity of Blackrock 94. LADWP asserted that the provisions of the Water Agreement required the County to conduct a joint analysis of the significance of vegetation change through the Technical Group and LADWP's Technical Group members did not accept Inyo County's Blackrock 94 report as a substitute for joint Technical Group analysis.

During the following year, the Technical Group was unable to resolve these issues. As provided in the Water Agreement, on May 1, 2012, the County formally commenced the dispute resolution process by requesting the Technical Group to resolve the issues involving Inyo County's analysis of vegetation parcel Blackrock 94. The Technical Group was unable to resolve these issues and LADWP requested the Standing Committee to provide resolution to the procedural issues concerning the requirement for joint Technical Group analysis on September 19, 2012. Inyo County provided a report to the Standing Committee on September 20, 2012, requesting that the Standing Committee direct the Technical Group to develop a mitigation plan based upon the conclusions of the County's independent report. At its September 26, 2012 meeting, the Standing Committee was unable to resolve the issues regarding Blackrock 94.

In the months following the Standing Committee meeting, further attempts to resolve the issues in dispute were unsuccessful. The Water Agreement provides that if the Standing Committee is unable to resolve a dispute, a party may submit the dispute to Mediation/Temporary Arbitration. On April 25, 2013, LADWP invoked arbitration pursuant to Water Agreement Section XXVI. On April 26, 2013, the County notified LADWP of its intent to seek mediation/temporary arbitration. The Water Agreement provides for a three member Mediation/Temporary Arbitration Panel ("Arbitration Panel" or "Panel") with one member appointed by the County, one by LADWP and a third member appointed the members appointed by the parties.

Pursuant to a stipulation by the parties, the requests for resolution submitted to Mediation/Temporary Arbitration were:

The County's Request:

The County requests a determination by the mediators/temporary arbitrators that LADWP's groundwater pumping and reductions in surface water diversions in the

Blackrock 94 area have caused a measurable and significant change in the vegetation conditions in violation of the provisions of the LTWA. The County further requests the Panel to order that, as required by section IV.A of the Water Agreement, reasonable and feasible mitigation of this significant impact be commenced within twelve (12) months of the determination by the mediators/temporary arbitrators that a significant effect on the environment has occurred at Blackrock 94.

The Requests by LADWP:

- a. With regard to the County's determination that there has been a measurable change in the environment at Blackrock 94, LADWP requests that the mediators/temporary arbitrators find that the County did not follow and conform to all the required rules, procedures and protocols in the Water Agreement, Green Book and 1991 EIR when it performed the vegetation monitoring, vegetation data collection, vegetation analysis (including the selection of analytical methods, assumptions made, and inputs used when conducting an analysis) and, therefore, the mediators/temporary arbitrators are unable to find that there has been a measurable change in the environment at Blackrock 94.

and/or

- b. With regard to the County's determinations that a measurable, attributable, and significant effect has occurred at Blackrock 94, LADWP requests that the mediators/temporary arbitrators find that County did not follow and conform to required rules, procedures and protocols of the Water Agreement, Green Book, and 1991 EIR and, therefore, the mediators/temporary arbitrators are unable to find that a measurable, attributable and significant effect has occurred at Blackrock 94.

In support of their positions, opening, response and reply briefs were submitted to the Arbitration Panel. The Panel conducted a hearing on the dispute on October 9 and 10, 2013. On October 26, 2013, the Panel issued an "Interim Order and Award" which found that the parties had previously found that a measurable change in vegetation has occurred in Blackrock 94, but that the Technical Group had not adequately addressed the issues of "attributability" or significance of measurable changes pursuant to the Water Agreement's provisions. Therefore, the Interim Order and Award remanded the matter to the Technical Group so that it may "...carry out its dispute resolution functions" and required both the City and the County to provide reports to the Technical Group addressing if the measurable change "would not have occurred but for (LADWP's) groundwater pumping and/or a change in (LADWP's) past surface water management practices" (Water Agreement Section IV.B) as well as evaluate the extent the measurable change was attributable to other factors, such as drought, wet/dry climatic cycles, fire, and/or other factors. The Interim Order and Award also required the Technical Group to consider the significance of the measurable change upon the vegetation of Blackrock 94 pursuant to the provisions of Water Agreement Section IV.B and Green Book Section I.C.

The required reports were submitted to the Technical Group. LADWP evaluated measurable changes in vegetation within Blackrock 94 and found "that vegetation within the parcel has

changed due to range management practices, wildfire, and the expansion of U.S. Highway 395 within the parcel; but the primary driver of vegetation change within Blackrock 94 is due to periods of drought and fluctuations in wet/dry climatic cycles.” “During multiple years of average and above average precipitation and runoff, soil moisture within Blackrock 94 increases... periods of increased soil moisture which produce increases in grass cover and by extension increases in total perennial vegetation cover within Blackrock 94.” “The converse is also true, during periods of drought, decreased precipitation, and low runoff conditions, soil moisture within Blackrock 94 decreases. These periods of decreased soil moisture result in declines in grass cover and by extension decreases in total perennial vegetation cover within Blackrock 94.” “Changes in vegetation cover and composition from that measured in LADWP’s 1986 initial vegetation inventory are attributable to fluctuations in wet/dry climatic cycles and not attributable to groundwater pumping or to changes in past surface water management practices.” LADWP analyzed the criteria set forth in the Water Agreement for determining if a measurable change is significant and “found the factors requiring a determination of significant to not have been met.” Moreover, since the provisions of Water Agreement Section IV.B allow for a determination of “significant” to be made only “if the decrease, change, or effect is determined to be attributable to groundwater pumping or to changes in surface water management practices...”, “pursuant to the terms of the Water Agreement, a determination of significance cannot be made” (LADWP, December 18, 2013 report, pages 232-234).

The County provided reports to the Technical Group which found the measurable changes in vegetation were attributable to LADWP's groundwater pumping and that the changes were significant.

At its meeting on April 11, 2014, the Technical Group was unable to resolve the “attributability” and “significance” issues. In accordance with the Water Agreement and the Panel’s order, the issues were submitted to the Standing Committee for resolution. At its meeting on April 22, 2014, the Standing Committee took the following action:

“The Standing Committee agreed that resolution to the Blackrock dispute was unable to be reached at the April 22, 2014 meeting, but after receiving an encouraging report that resolution is achievable that the Standing Committee will meet on April 29, 2014 at 11am in Independence, California in an effort to reach resolution.”

At its meeting on April 29, 2014 the Standing Committee took the following actions:

The Standing Committee agreed to recommend a proposed resolution to the Blackrock 94 dispute to the parties’ respective governing boards.

The Standing Committee agreed to notify the Arbitration Panel that the Standing Committee has reached a resolution of the Blackrock 94 dispute, pending adoption of the proposed resolution by the parties’ respective governing boards and completion of CEQA requirements. The Standing Committee agreed to request that the Arbitration Panel postpone its May 15 hearing until such time as that hearing may be necessary.

This Addendum is prepared in compliance with CEQA for the adoption of the Proposed Resolution of the Blackrock 94 Dispute. The proposed resolution is attached hereto as Exhibit A. The addendum concludes that the adoption of the proposed resolution will not reduce the level of mitigation identified in the 1991 EIR and will not result in any significant impacts to the environment.

THE PROPOSED RESOLUTION OF THE BLACKROCK 94 DISPUTE

The proposed resolution of the Blackrock 94 dispute is not an acknowledgement, admission or finding that any significant adverse decreases or changes to vegetation or the environment have occurred within vegetation parcel Blackrock 94 that are attributable to groundwater pumping activities or attributable to any changes in surface water management practices by LADWP or an acknowledgement, admission or finding that LADWP has changed any surface water management practice. Further, LADWP does not endorse the findings contained in Inyo County's February 2, 2011 report titled "Analysis of Conditions in Vegetation Parcel Blackrock 94."

The proposed resolution of the Blackrock 94 dispute consists of the actions and covenants described below.

- To enhance alkali meadows, within approximately the next five years, if permits and conditions allow, LADWP will perform prescribed burns on approximately 665 acres shrub encroached alkali meadows on sites selected by the Technical Group in accordance with LADWP's land management plans.
- LADWP will immediately reduce the level of groundwater pumping to supply the Blackrock Fish Hatchery to approximately 8,000 acre-feet per year.
- The Parties will enter into a facilitated process with the Ecological Society of America (ESA) to develop vegetation monitoring procedures and detailed analytical procedures for determining if a measurable change in vegetation has occurred, is occurring, or will occur. The parties shall use the vegetation monitoring and analytical procedures in determining if any change in vegetation cover or composition is measurable pursuant to Water Agreement Section IV.B and Green Book Section I.C.
- Neither party will initiate a dispute involving a decrease or change in vegetation type at Blackrock 94 for a period of at least four (4) years.
- The October 21, 2013 Interim Order of the Arbitration Panel shall be deemed a final decision by the Parties, the Parties waive their right to submit the decision to the Superior Court Judge as provided in section XXVI.D of the Water Agreement, and the Parties shall implement and follow the decision of the Arbitration Panel.
- LADWP will prepare and certify all appropriate documents in compliance with the California Environmental Quality Act (CEQA) and act as CEQA lead agency. The County of Inyo shall be a responsible agency under CEQA.

- Approval of this Resolution of Dispute by the Standing Committee shall be deemed provisional and will become final following its approval by the Inyo County Board of Supervisors and the LADWP Board of Water and Power Commissioners. If not approved by June 30, 2014, the Parties will notify the Arbitration Panel, which will schedule a final hearing on the Blackrock 94 Dispute.
- If this CEQA document addressing this Resolution of Dispute is found to be legally inadequate by a court, or if this Resolution is successfully challenged by a third party in court under any other legal basis, this Resolution shall be deemed unenforceable and its terms null and void, unless otherwise agreed upon by the Parties. In such an event, the Parties will request that the Arbitration Panel schedule the Blackrock 94 Dispute for a final hearing.
- In the event that the legal adequacy of this CEQA document is challenged in Court, the Parties will cooperatively work together in defense of the document and share costs.
- Upon approval of the Resolution by the Board of Water and Power Commissioners and by the Inyo County Board of Supervisors, the Parties will inform the Arbitration Panel that the issues in dispute concerning Blackrock 94 have been resolved.

IMPACT ANALYSIS

Only two of the items contained in the proposed resolution of the Blackrock 94 dispute could potentially result in direct or reasonably foreseeable indirect physical changes in the environment. The two items are: (1) the prescribed burning of 665 acres of alkali meadows, (2) the reduction in groundwater pumping to supply the Blackrock Fish Hatchery from approximately 12,000 acre-feet per year to 8,000 acre-feet per year. While the two items are discussed in greater detail below, it has been determined that no significant impacts could occur as a result of implementation of the measures included in the proposed resolution.

Prescribed Burning of 665 Acres

The Technical Group will select the acreage, approximately 665 acres, to be enhanced by the burning of shrub encroached meadows. The results of the burning of such areas in the past have shown the removal of the shrubs by fire greatly enhances such alkali meadows. All such burning would be consistent with the applicable provision of LADWP's land management plans and shall be subject to permitting by CALFIRE and the Great Basin Unified Air Pollution Control District. The enhancement of the 665 acres of alkali meadows would have a positive environmental effect and would not result in any significant adverse impacts to the environment.

Prescribed burns have long been part of normal land management practices. The 1991 EIR references this tool as a standard land use policy for its Owens Valley properties. These policies are implemented through LADWP's ranch leases. Section 14.2 of the Land Use and Economic Development chapter states "The standard ranch lease includes specific requirements of the

lessee such as obtaining permission of LADWP before conducting any controlled burnings, constructing buildings, or making improvements.”

In addition, in June 2010 the Board of Water and Power Commissioners approved the Owens Valley Land Management Plan (OVLMP), the goal of which was to provide for the continuation of sustainable uses (including recreation, livestock grazing, agriculture, and other activities) while promoting biodiversity and a healthy ecosystem (with consideration of Threatened and Endangered species habitat) and protecting the water resources used by the citizens of Los Angeles. Fire Management is included in the OVLMP in Chapter 7, which describes the existing procedures followed by LADWP. The Mitigated Negative Declaration prepared for the plan states “Prescribed or controlled burning is used to achieve ecosystem benefits such as recycling nutrients tied up in old plant growth, controlling woody plants and herbaceous weeds, improving poor quality forage, increasing plant growth, reducing the risk of large wildfires, and improving certain wildlife habitat.” (OVLMP Initial Study; Section 1.4.5.2 Fire Management Measures; Page 1-33; March 2010) Analysis of project impacts determined that no significant impacts would occur as a result of prescribed burns.

The proposed implementation of prescribed burns on approximately 665 acres of shrub encroached meadows would not result in a new significant impact or substantially increase the severity of an impact previously evaluated in the 1991 EIR. The use of prescribed burns to enhance shrub encroached meadows was included as part of existing conditions in both the 1991 EIR and the 2010 OVLMP MND. The current proposal does not exceed what was previously analyzed under CEQA.

Reduced Groundwater Pumping to Supply the Blackrock Fish Hatchery

The 1991 EIR identified the two wells that supply the Blackrock Fish Hatchery, stating that “These wells may be operated in the future, subject to the provisions of the Agreement.” (Page 5-15, Proposed Project) The Water Agreement requires groundwater pumping to be managed to avoid certain described decreases and changes in vegetation and to cause no significant effect on the environment which cannot be acceptably mitigated while providing a reliable supply of water for export to Los Angeles and for use in Inyo County” (Water Agreement, Section III.A). Impact 9-13 (Water Resources) in the 1991 EIR states “Continuous pumping between 1970 and 1990 for fish hatchery supply has lowered groundwater levels and eliminated spring flow, with no significant impact on water resources.” It further states that “The continuous groundwater pumping to supply these hatcheries has lowered groundwater levels and eliminated flow in Fish Springs, and Little and Big Blackrock Springs. The changes to water levels themselves are not judged to be significant, although the consequences to vegetation could be significant.” This is reiterated in Impact 10-14 (Vegetation), which states “Increased groundwater pumping has reduced or eliminated flows from Fish Springs, Big and Little Seely Springs, Hines Spring, Big and Little Blackrock Springs, and Reinhackle Spring. This has caused significant adverse impacts to vegetation at several of these spring areas.” Specifically for Big and Little Blackrock Springs, the groundwater pumping to supply the Blackrock Fish Hatchery has led to the elimination of spring flow from the springs, with much of the area of the former riparian vegetation now occupied by the fish hatchery and associated facilities. In response to this impact, Mitigation Measure 10-14 states “No on-site mitigation will be implemented at Fish

Springs and Big Blackrock Springs; however, the CDFG fish hatcheries at these locations serve as mitigation of a compensatory nature by producing fish that are stocked throughout Inyo County.” The compensatory mitigation measure does not require any specific level of fish production or groundwater pumping in support of the hatchery.

The 1991 EIR identified the Lower Owens River Project (LORP) as a mitigation measure for Blackrock Fish Hatchery groundwater pumping and the LORP has resulted in much more environmental enhancement, including more meadow and riparian vegetation development than considered under the 1991 EIR.

The baseline conditions evaluated in the 1991 EIR were identified as those prior to 1970. Prior to 1970, Blackrock Fish Hatchery received water from Big Blackrock Spring. The amount of natural spring flow provided to the fish rearing facilities from Big Blackrock Springs varied between 61 acre-feet in 1961 and 9,484 acre-feet in 1943, averaging about 7,000 acre-feet per year (1991 EIR, Table 9-4). Since the early 1970s, the Hatchery has been supplied with approximately 12,000 acre-feet of groundwater per year pumped from the two LADWP wells. Reducing the amount of water supplied to the Blackrock Fish Hatchery to approximately 8,000 acre-feet per year will provide substantially more water to the Hatchery than the pre-project conditions as well as a more reliable water source compared to pre-project conditions. Logically, a decrease in the amount of groundwater pumping would reduce the impacts of that pumping, requiring a lower level of compensatory mitigation. Based upon the analysis presented in LADWP’s December 18, 2013 Report entitled *Evaluation of Attributability and Significance of Vegetation Changes in Blackrock 94*, LADWP found that reducing Blackrock Fish Hatchery pumping would not have a significant effect on the reliability of water supplied for export to Los Angeles and for use in Inyo County and may avoid certain decreases and changes in vegetation in the immediate area of the hatchery.

The reduction in groundwater pumping to supply the Blackrock Fish Hatchery would not result in any significant effect on the environment and would meet all mitigation requirements of the 1991 EIR. To the contrary, the reduction in groundwater pumping would result in an increase in the water table in the immediate vicinity of the Hatchery, which may have a beneficial effect on the environment.

BASIS FOR DECISION TO PREPARE ADDENDUM

The LADWP was the lead agency responsible for preparing the 1991 FEIR and the County was a responsible agency. Therefore, the LADWP is the appropriate lead agency, with the County acting as responsible agency, to evaluate the potential environmental effects of the proposed project modifications that are the subject of this Addendum.

CEQA Guidelines §15164(a) allows a lead agency to prepare an Addendum to an EIR as follows:

The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but not one of the conditions described in Section 15162 calling for preparation of a subsequent EIR

have occurred.

CEQA Guidelines §15162 states:

(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Based on the environmental analysis of the implementation of measures included in the proposed resolution, LADWP has concluded none of the conditions described in CEQA Guidelines §15162 calling for the preparation of a subsequent EIR or negative declaration have occurred. Only two of the measures included in the proposed resolution of the Blackrock 94 dispute could potentially result in direct or reasonably foreseeable indirect physical changes in the

environment: (1) the prescribed burning of 665 acres of alkali meadows and (2) the reduction in groundwater pumping to supply the Blackrock Fish Hatchery from approximately 12,000 acre-feet per year to 8,000 acre-feet per year. Neither of the changes could be considered to be substantial, requiring major revisions to the 1991 EIR. Neither would result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The prescribed burning of 665 acres of alkali meadows does not exceed what was previously analyzed under CEQA. The reduction in groundwater pumping to supply the Blackrock Fish Hatchery meets all mitigation requirements of the 1991 EIR and would not reduce the level of mitigation provided by the original mitigation measure. In addition, this reduction in groundwater pumping would result in an increase in the water table in the immediate vicinity of the Hatchery, which may have a beneficial effect on the environment.

CONCLUSION

Based on the environmental analysis of the implementation of the measures in the proposed resolution of the Blackrock 94 dispute, LADWP has demonstrated that no significant direct or reasonably foreseeable indirect impacts to the environment would occur as a result of approving the resolution. Therefore, an addendum to the previously certified 1991 EIR is the appropriate document to be prepared under CEQA.

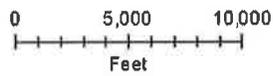
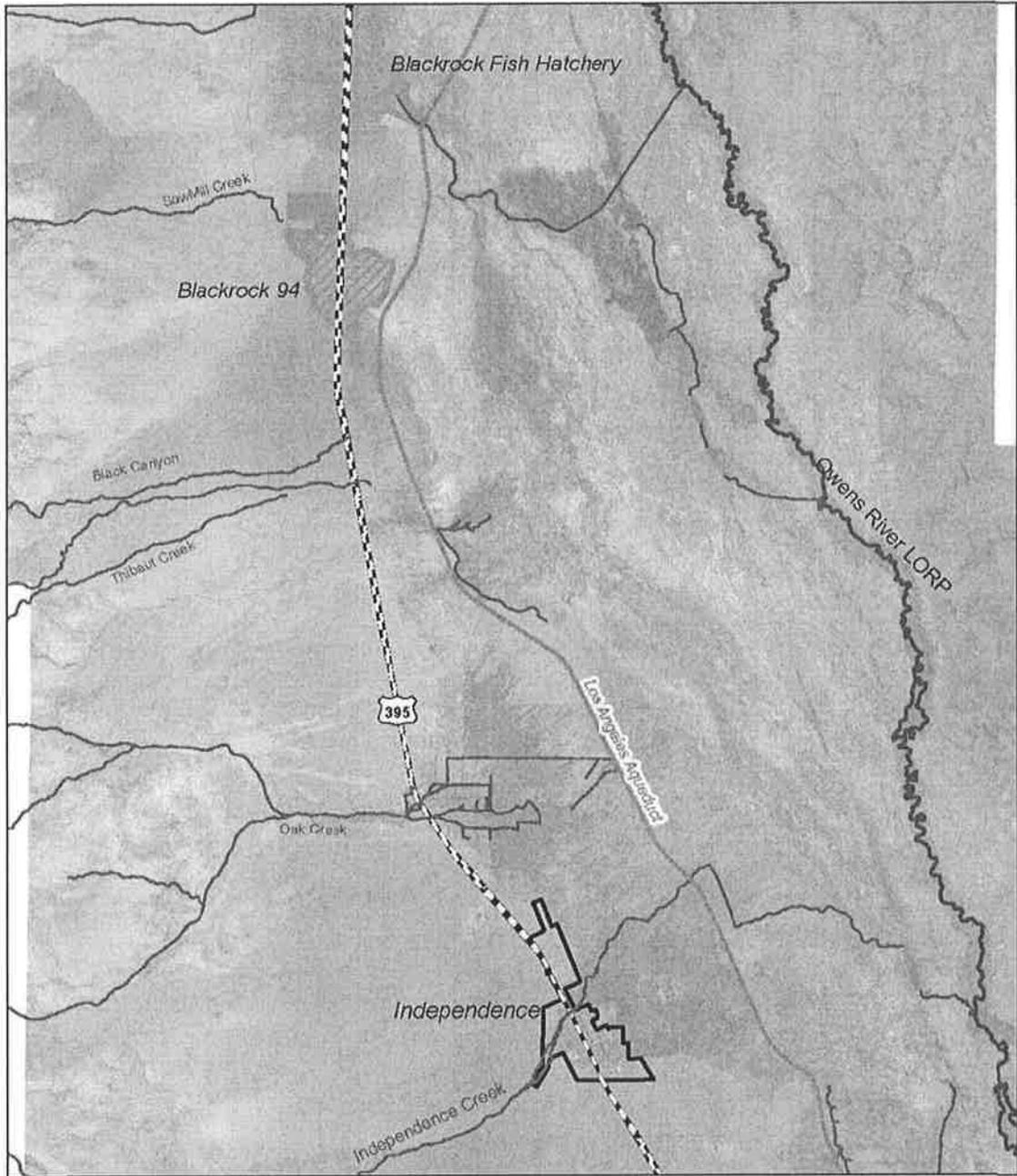


Figure 1
Blackrock 94
and Vicinity

PROPOSED**RESOLUTION OF THE BLACKROCK 94 DISPUTE
(4-29-14)****INTRODUCTION**

LADWP and Inyo County are committed to supporting the goals of the Water Agreement and desire to foster a more cooperative and effective working relationship between the two entities. It is in both entities' interest to establish agreeable processes by which to avoid future conflicts so that the limited resources of both entities are put to meaningful and efficient use. Therefore, the LADWP and the County desire to enter into this Resolution of the Blackrock 94 dispute ("Resolution of Dispute").

RECITALS

Blackrock 94 is a 333 acre groundwater dependent alkali meadow parcel located southwest of the Blackrock fish hatchery. Blackrock 94 was mapped and classified as Type C alkali meadow as part of Water Agreement's baseline vegetation inventory.

On February 3, 2011, the County presented a report to the Technical Group which alleged that "available factual and scientific data indicate that a measurable vegetation change since baseline has occurred in Blackrock 94, both in terms of vegetation cover and species composition. The County's report states that the vegetation degradation is primarily attributable to changes in water availability resulting from groundwater pumping and reduced surface water diversions into the vicinity of Blackrock 94. LADWP's Technical Group members disagreed with the conclusions contained in the County's February 2, 2011 Report. For the Technical Group to find that an impact is significant, the Water Agreement requires that the Technical Group make three determinations: (1) that an alleged change in vegetation cover or composition is measurable, (2) if so, that the change is attributable to groundwater pumping or changes in surface water practices, and (3) if so, that the measurable change is significant.

1 During the following year, the Technical Group was unable to resolve the issue. On May
2 1, 2012, the County invoked the Water Agreement's dispute resolution process by requesting the
3 Technical Group to resolve issues involving vegetation parcel Blackrock 94. The Technical
4 Group was unable to resolve the issues and written reports were submitted to the Standing
5 Committee explaining the issues raised by the County and LADWP. At its September 26, 2012,
6 meeting, the Standing Committee was unable to resolve the issues regarding Blackrock 94.

7 In the months following the Standing Committee meeting, further attempts to resolve the
8 issues in dispute were unsuccessful. The Water Agreement provides that if the Standing
9 Committee is unable to resolve a dispute, a party may submit the dispute to a panel for
10 Mediation/Temporary Arbitration. By stipulation between the County and LADWP dated June
11 12, 2013, the County and LADWP informed the Standing Committee that the issues were being
12 submitted to Mediation/Temporary Arbitration under Section XXVI.C of the Water Agreement.
13 On April 26, 2013, the County notified the LADWP of its intent to seek mediation/temporary
14 arbitration. The Water Agreement provides for a three member Mediation/Temporary Arbitration
15 Panel ("Arbitration Panel" or "Panel") with one member appointed by the County, one by
16 LADWP and a third member appointed the members appointed by the parties.

17 Pursuant to the stipulation by the parties, the requests for resolution submitted to
18 Mediation/Temporary Arbitration were:

19 The County's Request:

20 *The County requests a determination by the mediators/temporary arbitrators that*
21 *LADWP's groundwater pumping and reductions in surface water diversions in the*
22 *Blackrock 94 area have caused a measurable and significant change in the vegetation*
23 *conditions in violation of the provisions of the LTWA. The County further requests the*
24 *Panel to order that, as required by section IV.A of the Water Agreement, reasonable and*
25 *feasible mitigation of this significant impact be commenced within twelve (12) months of*
26 *the determination by the mediators/temporary arbitrators that a significant effect on the*
27 *environment has occurred at Blackrock 94.*

1 The Requests by LADWP:

2 a. *With regard to the County's determination that there has been a measurable change*
3 *in the environment at Blackrock 94, LADWP requests that the mediators/temporary*
4 *arbitrators find that the County did not follow and conform to all the required rules,*
5 *procedures and protocols in the Water Agreement, Green Book and 1991 EIR when it*
6 *performed the vegetation monitoring, vegetation data collection, vegetation analysis*
7 *(including the selection of analytical methods, assumptions made, and inputs used*
8 *when conducting an analysis) and, therefore, the mediators/temporary arbitrators are*
9 *unable to find that there has been a measurable change in the environment at*
10 *Blackrock 94.*

11 *and/or*

12 b. *With regard to the County's determinations that a measurable, attributable, and*
13 *significant effect has occurred at Blackrock 94, LADWP requests that the*
14 *mediators/temporary arbitrators find that County did not follow and conform to*
15 *required rules, procedures and protocols of the Water Agreement, Green Book, and*
16 *1991 EIR and, therefore, the mediators/temporary arbitrators are unable to find that a*
17 *measurable, attributable and significant effect has occurred at Blackrock 94.*

18 In support of their positions, the parties submitted opening, response and reply briefs to
19 the Arbitration Panel. The Panel conducted a hearing on the dispute on October 9 and 10, 2013.
20 On October 21, 2013, the Panel issued an "Interim Order and Award" which found that the
21 parties had previously found that a measureable change in vegetation has occurred in Blackrock
22 94, but that the Technical Group had not adequately addressed the issues of "attributability" and
23 significance. Therefore, the Interim Order and Award remanded the matter to the Technical
24 Group so that it may "carry out its dispute resolution functions" and required both the City and
25 the County to provide reports to the Technical Group addressing if the measurable change was
26 attributable to LADWP's pumping operations and/or changes in LADWP's past surface water
27 management practices or if the measurable change was attributable to another factor or factors.
28 The Interim Order and Award also required the Technical Group to consider the significance of

1 the measurable change upon the vegetation of Blackrock 94 pursuant to the provisions of Water
2 Agreement Section IV.B and Green Book Section I.C.

3 The required reports were submitted to the Technical Group. At its meeting on April 11,
4 2014, the Technical Group was unable to resolve the “attributability” and “significance” issues. In
5 accordance with the Water Agreement and the Panel’s order, the issues were submitted to the
6 Standing Committee for resolution. At its meeting on April 29, 2014, the Standing Committee
7 recommended to the governing boards of LADWP and the County that each governing board
8 adopt this resolution of the Blackrock 94 dispute that was tentatively agreed to by the Standing
9 Committee.

10 By agreeing to this Resolution of Dispute, LADWP does not admit or agree that any
11 significant adverse decreases or changes to vegetation or the environment have occurred within
12 vegetation parcel Blackrock 94 that are attributable to its groundwater pumping activities or
13 attributable to any changes in surface water management practices by LADWP. LADWP does
14 not agree and does not believe that Inyo County provided any evidence that any changes in
15 surface water management practices have occurred in the area of Blackrock 94. Further, LADWP
16 does not endorse the findings contained in Inyo County’s February 2, 2011 report titled “Analysis
17 of Conditions in Vegetation Parcel Blackrock 94.”

18 AGREEMENT

19 The County and LADWP (collectively the “Parties”) agree as follows.

20 I. **Off-Site Enhancement to Preserve Alkali Meadows**

21 A. To enhance certain alkali meadows by reversing the encroachment of woody
22 shrubs into such meadows, LADWP will perform prescribed burns on approximately 665 acres of
23 shrub encroached alkali meadows in the Owens Valley.

24 B. The Technical Group will identify areas of alkali meadows where the woody shrub
25 proportion has increased to the point that the area will carry a burn and where sufficient grasses
26 exist on the site that would make a burn beneficial. From the areas identified by the Technical
27 Group, the Technical Group will select the 665 acres that will be burned.

28

1 C. Recognizing CALFIRE and GBAPCD will require that regulatory permits be
2 issued prior to burning, burning the entire 665 acres may take several years; however, if permits
3 and conditions allow, LADWP will conduct the burning of the 665 acres within 5 years of the
4 date of this Settlement Agreement.

5 D. The burning of the 665 acres will be conducted as described in LADWP's land
6 management plans.

7 **II. Groundwater Pumping From Wells W351 and W356**

8 LADWP will immediately reduce the level of pumping from wells W351 and W356,
9 which supply the Blackrock Fish Hatchery, to a total amount not to exceed approximately 8,000
10 acre-feet per year.

11 **III. Vegetation Monitoring - Measurability**

12 The Parties will enter into a facilitated process with the Ecological Society of America
13 (ESA) to develop and implement vegetation monitoring procedures and detailed analytical
14 procedures for determining if a measurable change in vegetation has occurred, is occurring, or
15 will occur. The monitoring methods and procedures shall be able to compare vegetation cover and
16 composition to the vegetation cover and composition obtained during LADWP's initial vegetation
17 inventory between 1984 and 1987. The monitoring methods and analytical procedures shall also
18 be able to distinguish and recognize trends in vegetation cover and composition. The Parties shall
19 use the vegetation monitoring and analytical procedures in determining if any change in
20 vegetation cover or composition is measurable pursuant to Water Agreement IV.B and Green
21 Book Section I.C.

22 **IV. Blackrock 94 — Time Out on New Disputes**

23 Both Parties agree not to initiate a dispute involving a decrease or change in vegetation
24 type at Blackrock 94 for a period of at least four (4) years.

25 **V. Arbitrators Decision**

26 The October 21, 2013 Interim Order and Award of the Arbitration Panel shall be deemed
27 a final decision by the Parties, the Parties waive their right to submit the decision to the Superior
28 Court Judge as provided in section XXVI.D of the Water Agreement and, as provided in section

1 XXVI.C of the Water Agreement, the Parties shall implement and follow the decision of the
2 Arbitration Panel.

3 **VI. CEQA**

4 LADWP will prepare and certify all appropriate documents in compliance with California
5 Environmental Quality Act (CEQA). LADWP shall act as the CEQA lead agency and the County
6 of Inyo shall be the CEQA responsible agency. At least ten (10) days prior to consideration by the
7 LADWP Board of Water and Power Commissioners, LADWP will provide a draft of its CEQA
8 document to the County for review and comment.

9 **VII. Effective Date**

10 Approval of this Resolution of Dispute by the Standing Committee shall be deemed
11 provisional and will become final following its approval by the Inyo County Board of Supervisors
12 and the LADWP Board of Water and Power Commissioners. In the event that this Resolution of
13 Dispute is not approved by June 30, 2014 by both the Inyo County Board of Supervisors and by
14 the LADWP Board of Water and Power Commissioners, the Parties shall notify the Arbitration
15 Panel. Upon notification, the Arbitration Panel shall immediately schedule a final hearing on the
16 Blackrock 94 Dispute to be held at its earliest convenience.

17 **VIII. Successful CEQA Challenge**

18 In the event that the CEQA document addressing this Resolution of Dispute is found to be
19 legally inadequate by a court, or this Resolution of Dispute is successfully challenged by a third
20 party in court under any other legal basis, this Resolution of Dispute shall be deemed
21 unenforceable and its terms deemed null and void, unless otherwise agreed upon by the Parties. In
22 such an event, the Parties shall request that the Arbitration Panel schedule the Blackrock 94
23 Dispute for a final hearing. The decision of the Arbitration Panel shall be fully appealable as
24 provided in the Dispute Resolution procedures contained in the Water Agreement, including the
25 appeal of any interim orders issued by the Arbitration Panel.

26 **IX. Defense of CEQA Challenge**

27 In the event that the legal adequacy of the CEQA document addressing this Resolution is
28 challenged in Court, the Parties shall cooperatively work together in the defense of the document,

1 each Party shall bear its own legal costs, and in the event that a court finds the document to be
2 legally inadequate and awards attorney's fees and other costs, each Party shall pay one-half of the
3 award.

4 **X. Termination of Blackrock 94 Dispute**

5 Upon approval of this Resolution by the Board of Water and Power Commissioners and
6 by the Inyo County Board of Supervisors, subject to Section VIII, the Parties will inform the
7 Arbitration Panel that the issues in dispute concerning Blackrock 94 have been resolved.

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the Owens Valley Committee

PO Box 77
Bishop, CA 93515
May 12, 2014

Inyo County Board of Supervisors
PO Box N
Independence, CA 93526

Dear Supervisors:

We have read the proposed settlement agreement for the Blackrock 94 Dispute Resolution case and are relieved that several of the worst portions in the draft released at the Board meeting of April 15, 2014 have been removed. We have several questions and comments we hope you will consider before deciding whether to approve this proposed settlement.

- 1) The settlement lacks a goal. We suggest the settlement's goal be recovery of groundwater to an average depth of 2 meters at the western edge of Blackrock 94 by 2019.
- 2) Item II. in the settlement states that pumping from wells 351 and 356 will not exceed ~8000 acre feet/year. However, the exemption of these wells from the On/Off protocol would be unchanged. The settlement should specify if the ceiling on pumping will last in perpetuity or if it will end at any particular time or if any particular criteria were met. What measures would be available to the county to enforce the 8000 af/yr ceiling if DWP were to violate it next year?
- 3) Off-site burning (Item I.) has no apparent relation to the Blackrock 94 dispute. Why is item I. in the settlement?
- 4) What portion of the settlement triggers the need to go through CEQA? In the past, when DWP has changed pumping volumes it has not gone through CEQA.
- 5) Will Inyo pay any portion of the costs of the facilitated discussions regarding vegetation monitoring and, if so, how much will Inyo pay?
- 6) Please recall that DWP and Inyo County Water Department staff have engaged in "facilitated processes" at least two times in the past 11 years: 1) the "Mutual Gains" negotiations in 2003-2004 and the 2007 Green Book revision meetings, initially facilitated by Wes Danskin. Both these efforts failed to produce acceptable outcomes and both were closed to public scrutiny. Is there any reason to believe the proposed "facilitated process" called for in item III. will be more successful than its predecessors? We believe any discussions regarding vegetation monitoring should be open to public observation.

We watch the water

PO Box 77, Bishop, CA 93515. • www.ovcweb.org • info@ovcweb.org



the Owens Valley Committee

7) Reaching agreement with DWP on technical protocols for vegetation monitoring (the goal of item III.) presupposes a shared policy interpretation regarding the appropriate spatial scale of vegetation management to meet the goals of the Inyo-LA Long Term Water Agreement. Unfortunately, the shared policy interpretation does not exist. In its annual reports DWP evaluates conditions on a very coarse spatial scale by averaging data from multiple parcels; the Water department evaluates conditions on a finer spatial scale by analyzing individual parcels separately; the EIR to the Water Agreement calls for an even finer scale of management by recognizing riparian areas, stands of willows and cottonwoods, and rare plant populations as "vegetation of significant environmental value" which should be monitored. If the Board approves the proposed settlement will the Board be delegating its responsibility for policy interpretation to DWP and the Ecological Society of America? If not, how and when does the Board intend to resolve the fundamental policy disagreement with DWP regarding the appropriate spatial scale for vegetation management?

Thank you for considering our comments.

Sincerely,

Daniel Pritchett

Vice President, Owens Valley Committee

We watch the water

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401 E. Yaney St., Bishop CA 93514
(760) 873-3790/ smanning@telis.org
May 11, 2014

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

Dear Supervisors,

A Blackrock 94 resolution "workshop" is on Tuesday's agenda. I'm not sure if I'll be able to attend, so I'm submitting these comments via email.

The resolution was accepted by the Standing Committee on April 29, 2014, even though your Board and the public had no formal input. I wish I could refer to it as a "proposed" resolution, but I think it's now set in stone. If your Board were not feeling pressured to do something, I think some would see how this half-baked, last minute Blackrock 94 resolution is full of holes and a loss for Inyo County.

Among the many problems with the resolution, the most glaring is its lack of a clearly stated goal. If the reason for lowering pumping from two wells at the hatchery is to allow water table recovery, then the goal should be to do what it takes to get water table recovery. Did someone forget to state this obvious fact in the resolution? Furthermore, the goal needs quantification: how long and how high? A goal I would recommend is: the water table must average 2 meters or shallower along the western boundary of the Blackrock 94 parcel in 5 years or sooner. The County wasn't thinking when it specified the two wells, because total wellfield pumping in the TS wellfield affects the water table under Blackrock 94. Management methods for achieving the goal need to reduce or curtail hatchery pumping, but also include: not permitting any other pumping in the wellfield; plugging the leaky flowing wells F380 and F381; partly plugging F103 and F104; and considering allowing flows from Sawmill and Black Canyon to naturally recharge the valley floor area (ie, take Sawmill Creek out of its pipe). To see if the goal is being achieved, depth to water table should be monitored at least monthly at all monitoring locations in the wellfield and results reported publicly.

Second to this, vegetation needs to continue to be monitored. All monitoring should be done jointly by DWP and Inyo County, not competitively. Monitoring must continue at the two permanent monitoring sites in the parcel: TS1 and TS2. Parcel reinventory should continue, and in addition to this, someone should interpret late summer Landsat (remotely sensed satellite) data for the whole parcel and compare with the baseline year (1986) and other years. After 5 years, see what's changed, and if needed, take steps to further raise water tables and manage shrubs and weeds.

I'd also suggest a rain gauge be reinstalled at TS2 and the data recorded by daily event. Data from TS2 are useful for separating precipitation effects from groundwater effects, and it was interesting from the days when this site was instrumented that precipitation was generally consistently higher at TS2 than at the other nearby rain gauges, so the nearby ones are not good surrogates for quantity.

It would be very useful to monitor the virtually defunct *Calochortus excavatus* that's along the TS2 transect.

Of course, all this similar monitoring should occur in parcel Blackrock 99 (DTW, veg, *Calochortus*, etc.)

As becomes clear in the language of the resolution, allowing anyone party to the Water Agreement to take a view that groundwater dependent vegetation doesn't need groundwater is a very serious step backward for the Water Agreement. Unfortunately, I think there are those within Inyo County halls who may share DWP's view on this, or who might not be sure.

There is irony in the fact that, after the County decided to take the tedious, slow, and arduous route of going through the measurability - attributability - significance steps, the County has finally given up on this approach! If from the beginning you had been guided by someone knowledgeable on the history of the Water Agreement, you would have known that this poorly laid-out (doomed to fail) process was added to the Water Agreement as an afterthought, and it was only supposed to be invoked for places that weren't being actively monitored. But, your staff decided to go this route, and it has cost a lot of people a lot of time and money. The real loser, however, has been the meadow in that poor parcel -- the native grasses; the perennial herbs including the rare plant; the previously intact and stable soil; the birds, spiders, insects, and other animals that nest, forage, and used to thrive in the meadow; and last but not least, the unique beauty of a life-filled valley floor alkali meadow which used to be so pleasing to stand in on a summer day with the mountains towering nearby -- all these wonderful things are dead and gone for now.

The resolution provides absolutely no guarantee that we'll see the water table return, and, even if it does, the prospects of the meadow recovering in my lifetime to what is used to be are slim. There is more Inyo County could do.

Sara J. "Sally" Manning, Ph.D.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 33

- Consent Hearing
 Departmental
 Correspondence Action
 Public
 Scheduled Time for 1:30
 Closed Session
 Informational

FROM: HEALTH & HUMAN SERVICES – Inyo County-Growing Older, Living With Dignity (IC-GOLD)

FOR THE BOARD MEETING OF: June 24, 2014

SUBJECT: IC-GOLD Workshop Continued

DEPARTMENTAL RECOMMENDATION:

Request Board continue the workshop from June 17, 2014 for additional discussion.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Per Board direction on June 17, this workshop is being continued to allow for additional public input and discussion.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is no financing involved in this specific request.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner

Date: *6-18-14*

**INYO COUNTY-GROWING OLDER,
LIVING WITH DIGNITY
(IC-GOLD) PROGRAM**

June 17, 2014

*A second workshop for the
Inyo County Board of
Supervisors*

To re-cap from last month's workshop:

- Since 2007-2008, the annual ESAAA allocation from the State has been reduced by \$500,000+.
- Past and current Inyo County Boards of Supervisors tried to avoid service reductions to our aging population by re-directing local County General Funds (CGF) to fill the funding gap. But the amount of CGF needed each year to fill the gap has crept up steadily.
- For 2014-15 the County's costs for aging services will be ~\$659,000, representing a 51% match to the State and Federal funds.

A snapshot by community of the food programs.....

In 2012-2013 fiscal year, the total unduplicated seniors participating in our meals program, by senior center kitchen service area:

CONGREGATE MEALS: a total of 275 or 8.4% of all eligible seniors in the County, or 1.5% of the total population, participated.

BISHOP - 138 individuals or 4.2% of all *greater Bishop* area eligibles (3285), including from Big Pine to Round Valley/Mesa. Of those.....

Big Pine – 17 or 3.5% of the 485 aged 60+

Bishop – 121 or 4.3% of the 2800 aged 60+ (Wilkerson to Round Valley/Mesa)

LONE PINE – 84 individuals or 9.3% of all greater Lone Pine area eligibles(616), including Darwin to Olancha to Aberdeen. Of those.....

Independence – 9 or 4.5 % of the 201 aged 60+

Lone Pine – 75 or 10.6% of the 415 aged 60+(Olancha/Cartago to Darwin/Keeler, Lone Pine)

TECOPA – 53 individuals or 77.9% of all greater Tecopa area eligibles

*corrected number

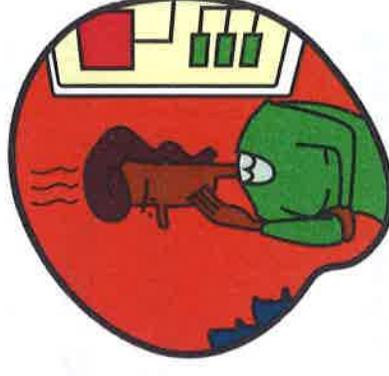
PREVIOUS OPTIONS PRESENTED FOR CONSIDERATION OF HOW TO RE-DESIGN SERVICES :

Overall Program

1. Keep all IC-GOLD services as they currently exist, costing at least **\$604,028**, before future cost increases (gasoline, food, etc.) are included.
2. Eliminate all IC-GOLD services and require the ESAAA program to “live within its means”, the standard for other HHS programs, saving **\$604,028**.

Site-Specific Administration

Delete the Bishop-based sole B-Par Assistant Site Manager position saving **\$15,037**, and transfer the duties to an existing Social Services Supervisor.



Meals – Home-Delivered



1. To be consistent with most senior meal programs around California, reduce delivery across the County to five (5) meals per week, down from seven (7) per week, **saving \$30,400.**
2. Reduce the delivery days to one-day-per-week in both Bishop and Lone Pine areas, down from 4 days in some areas, meaning deliveries would consist of one hot meal and 4 frozen meals per client, **\$20,600.** To reach the previously stated savings of \$23,302 would require all 5 delivered meals to be frozen meals.

Meals – Congregate, continued

2. Eliminate all food preparation and Cook staff in Bishop and Lone Pine; purchase meals that are prepared, packaged, and delivered to the sites by an **outside vendor @~\$1.25/meal** for a total additional food cost of \$1.82/meal, for a **savings of \$86,560.**
3. Reduce the fulltime Cooks in Bishop and Lone Pine to B-Par Cooks (29 hours), and **reduce the number of day per week congregate meals are served from 5 to 3, saving \$63,563 in labor and saving \$86,920 in food costs, for a total savings of \$150,483.**



4. Delete 2 A-Par Program Services Assistants (PSAs) each in Bishop and Lone Pine; add one B-Par PSA at each site to stabilize the workforce, **costing \$10,000.**

In-Home Personal Care & Homemaker Services - continued:

3. Use limited IC-GOLD funds to offset an IHSS recipient's income impact from their Medi-Cal share of cost for IHSS, thus making IHSS more affordable. Concerns around this include:
 - a. Currently the State pays providers. This option would require the County to become payor.
 - b. When County becomes payor, does that change who is the Employer of Record? Does it raise issues around Worker's Comp, IRS, etc.?





HOME DELIVERED (HD) MEALS - continued:

- b. Offer IC-GOLD-funded HD meals to those on the ESAAA waiting list for a fee, using a flat fee of either
 - \$ 10.00 – approximate actual fully loaded cost
 - 7.50 – 75% of actual cost
 - 5.00 – 50% of actual cost

- c. As slots become available through attrition in ESAAA-funded HD meals program, move IC-GOLD recipients on the ESAAA program, as referred by IC-GOLD.

**A MATRIX OF OPTIONS FOR SERVICE RE-DESIGN OF
IN-HOME SERVICES: PERSONAL CARE AND HOMEMAKER
INYO COUNTY-GROWING OLDER, LIVING WITH DIGNITY (IC-GOLD)**

	IN-HOME SERVICES	COUNTY WORK FORCE	CGF COSTS	POSSIBLE REVENUE GENERATED	CGF SAVINGS
Scenario #1	No change; cap at current level.	No change	\$115,140	-0-	-0-
Scenario #2	Eliminate Lifeline; find community sponsorships. Keep other in-home services the same.	No change	\$108,140	-0-	\$ 7,000
Scenario #3	Eliminate all in-home services	Layoffs, but extent not calculated yet	-0-	-0-	\$115,140
Scenario #4	Accept no new clients. Thru attrition, eliminate services	Layoffs over time	\$115,140 initially, declining thru attrition	-0-	-0- initially, increasing over time to \$115,140
Scenario #5	Cap client slots at 50% of current costs for personal care & homemaker	Layoffs over time	\$108,140 initially, declining to \$54,070	-0-	Eventually, \$54,070
Scenario #6	Charge clients 50% of cost of personal care & homemaker	No change	\$108,140	\$54,070 at current caseload, which is likely to decrease	\$54,070
Scenario #7	Eliminate all in-home services. Build "Bridge to IHSS" for 30-45 days.	Layoffs of most PSAs; may need 2-4 (also provide HD meals)	\$36,044 for 1 B-PAR PSA III	-0-	\$79,096
Scenario #8	Charge clients sliding fee for services	Add .25 FTE to administer	Add \$22,500 for total of \$137,640	At current caseload (tho likely to decrease): \$57,570 = 50% \$27,035 = 25%	Questionable



Next steps....

1. Hear recommendation from ESAAA Advisory Council.
2. Take under consideration the multitude of scenarios.
3. Provide direction to staff about
 - any scenarios to be taken off the discussion table completely;
 - coming forward with any specific recommendations;
 - any preferred timelines for implementation of one or more scenarios.

**A MATRIX OF OPTIONS FOR SERVICE RE-DESIGN OF HOME-DELIVERED AND CONGREGATE MEALS
INYO COUNTY-GROWING OLDER, LIVING WITH DIGNITY (IC-GOLD)**

	HOME-DELIVERED MEALS	CONGREGATE MEALS	COUNTY WORK FORCE	TOTAL CGF COSTS	POSSIBLE REVENUE GENERATED	CGF SAVINGS
Scenario #1	No change; cap at current level	No change.	No change	\$604,028	-0-	-0-
Scenario #2	Live within ESAAA allocation; serve 121 clients, down from 274 currently	ESAAA funds only. Serve avg 66 meals/day (down from 81) or 1374/month throughout County	Layoffs, although extent not yet calculated	-0-	-0-	\$604,028
Scenario #3	Reduce from 7 to 5 days/week		No change	\$573,628	-0-	\$30,400
Scenario #4	Deliver only one day/week – 1 hot, 4 frozen		Delete/layoff 4 A-Par PSAs, AND add 2 B-Par PSAs	\$583,428 \$593,428	-0-	\$10,600
Scenario #5	Deliver only one day/week – 5 frozen		Delete/layoff 4 A-Par PSAs, AND add 2 B-Par PSAs	\$580,726 \$590,726		\$13,302
Scenario #6	Prepare all meals in the Jail kitchen.		Lay off 2 Cooks & 2 Asst. Cooks; add a Jail Cook	\$495,678	-0-	\$108,350
Scenario #7	Purchase meals from an outside vendor.		Lay off 2 Cooks & 2 Asst. Cooks	\$517,468	-0-	\$86,560
Scenario #8		Reduce one congregate day/week in Big Pine and 2 days/week in Lone Pine & Bishop	Reduce 2 full time Cooks to B-Par	\$453,545	-0-	\$150,483
Scenario #9		Lay off Asst. Site Coordinator in Bishop; use PSAs and Supervisor for meal counts, phone coverage, etc.		\$588,991	-0-	\$15,037
Scenario #10	Cap ESAAA slots at 121 with waiting list fed by IC-GOLD for a fee for service, paid in advance		No change	\$604,028 initially, offset with any fees received	60 clients X \$5 = \$78,000/year 60 clients X \$7.50 = \$117,000/year	unknown
Scenario #11		Provide one IC-GOLD meal/week in Big Pine, Bishop & Lone Pine	No change	\$604,028 initially, offset with any fees received	40 clients X \$9 = \$18,360/year 40 clients X \$6.75 = \$13,770/year	unknown

RECOMMENDATIONS TO THE INYO COUNTY BOARD OF SUPERVISORS
From the ESAAA ADVISORY COUNCIL

As reflected in action taken at the June 12, 2014 published meeting of a quorum of the ESAAA Advisory Council members at Statham Hall, Lone Pine, CA, and specific to the various IC-GOLD scenarios presented in a Power Point, on a matrix for in-home services and on a matrix for senior meals, the ESAAA Advisory Council recommends the following:

On the matrix for Home-Delivered and Congregate Meals we recommend:

1. There is a preference for Scenario #1.
2. There is no support for Scenarios #2, #4, #6, #7, #8 nor #9.
3. Support Scenario #3 as presented.
4. Support Scenario #10 as presented (with one nay vote).
5. Support Scenario #11 with the caveat that the fee is set at no more than \$4.50.
6. There was a 50-50 split regarding support for Scenario #5.

On the matrix for In-Home Services we recommend:

1. There is a preference for Scenario #1.
2. There no support for Scenarios #3,#4, #5, #6, or #7.
3. Support Scenario #8 as presented.
4. Support Scenario #2, with the caveat that we find sponsorships first; then cut as we move forward with sponsorships.