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.

October 28, 2014

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

CLOSED SESSION

2. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code §54956.9(c)*** – decision whether to initiate litigation (one case).

3. ***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.

4. ***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.

5. ***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.

6. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Peace 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.

7. ***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.

8. ***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**

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

10. **PUBLIC COMMENT**

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

11. ***Information Services*** – Request Board authorize, pursuant to the technology refresh initiative, the purchase of 68 desktop computers and 51 laptop computers and associated peripherals from Dell in an amount not to exceed $88,463, through the State WSCA Customer Agreement WSCA B27160.

HEALTH AND HUMAN SERVICES

12. ***Eastern Sierra Area Agency on Aging*** – Request approval of Amendment No. 1 to Agreement AP-1415-16 between the County of Inyo and the California Department of Aging, increasing the overall allocation by $30,660, for a total Contract amount of $765,390; and authorize the Chairperson to sign.

PUBLIC WORKS

13. ***Airports*** - Request approval of the Resolution authorizing the submittal of the application for a State of California, Division of Aeronautics (CDA) matching grant for construction of the Lone Pine/Death Valley Airport – Automated Weather Observing System (AWOS AV) Project, accepting the allocations of State Airport Improvement Program (AIP) matching funds, and authorizing the Public Works Director to execute the CDA grant agreements and any other documents required to apply for and accept the funds.

14. ***Airports*** - Request approval of the Resolution authorizing the submittal of the application for a State of California, Division of Aeronautics (CDA), matching grant for the Lone Pine/Death Valley Airport – Update of Airport Master Plan Study (Update Airport Layout Plan (AIP) and Exhibit A Property Map), accepting the allocation of State Airport Improvement Program (AIP) matching funds, and authorizing the Public Works Director to execute the CDA grant agreements and any other documents required to apply for and accept the funds.

15. Request approval of Amendment No. 2 to the Contract between the County of Inyo and PMC to extend the term of the Contract by two months to December 31, 2014 for the completion of a Triennial Performance Audit of the Eastern Sierra Transit Authority (ESTA); and authorize the Chairperson to sign.

WATER DEPARTMENT

16. Request Board B) approve Amendment No. 1 to the Grant Agreement between the County of Inyo and the State Water Resources Control Board for the provision of bottled water to the Community of Tecopa extending the term of the Grant Agreement to June 30, 2016, and authorize the Chairperson to sign; and B) approve a purchase order in the amount of $37,100 to Robert Lisull for the purchase of bottled water for the Community of Tecopa.

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

17. ***DISTRICT ATTORNEY*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Victim Witness Assistant position exists, as certified by the District Attorney, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment; and C) approve the hiring of one Victim Witness Assistant at Range 54 ($2,955 - $3,593), contingent upon continued grant funding.

18. ***HEALTH AND HUMAN SERVICES – Behavioral Health Services*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Behavioral Health Registered Nurse position exists, as certified by the Health and Human Services Director, and concurred with by the County Administrator and the Auditor-Controller; B) whereas it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure qualified applicants apply for the specialized position; and C) approve the hiring of one Behavioral Health Registered Nurse I at Range 78 ($5,097 - $6,195) or II at Range 80 ($5,343 - $6,498) contingent upon qualifications.

19. ***HEALTH AND HUMAN SERVICES – Behavioral Health Services*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Administrative Secretary position exists, as certified by the Health and Human Services Director, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy may be filled through an internal recruitment, however, if an internal recruitment fails, authorize an external recruitment; and C) approve the hiring of one full-time Administrative Secretary I, at Range 56 ($3,101 - $3,764), or II at Range 60 ($3,403 - $4,133), contingent upon qualifications.

20. ***HEALTH AND HUMAN SERVICES – Social Services*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Office Clerk position exists in the Social Services budget, as certified by the Health and Human Services Director, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, conducted through the State Merit System's Cooperative Personnel Services; however, an internal recruitment conducted within the previous 90 days has resulted in no remaining candidates; therefore an external recruitment would be appropriate; and C) approve the hiring of one Office Clerk I at Range 48 ($2,530 - $3,067) or II at Range 50 ($2,642 - $3,213) contingent upon qualifications.

21. ***HEALTH AND HUMAN SERVICES*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an Integrated Case Worker position exists, as certified by the Health and Human Services Director, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position the vacancy could possibly be filled through a closed department recruitment; C) approve the hiring of one Integrated Case Worker III at Range 67 ($4,008 - $4,865) and D) should the hiring of a Case Worker III result in a vacancy in a Case Worker II position approve the hiring of one Integrated Case Worker II at Range 64 ($3,735 - $4,327) from an existing list.

22. ***CLERK-RECORDER – Elections*** – Request Board A) appoint the nominees listed on the *Clerk's Certificates* to the office of Director in the various special districts; B) appoint three qualified persons to office, as indicated on the *Clerk's Certificate* for the Inyo Mono Conservation District, on or before November 20, 2014 (last regular meeting prior to the Monday before December 1st), the three remaining vacancies to be filled due to no declarations of candidacy being filed (requests for consideration of appointment received from BryAnna Vaughn, Ron Yribarren, Richard Moss and Jacob Doonan); and C) and note that the Clerk-Recorder/Registrar of Voters will issue the "*Certificate of Appointment and Oath of Office*" documents to the respective appointees.

23. ***PUBLIC WORKS – Airports*** – Request Board A) accept the bid and approve the Contract with RB Development for the Lone Pine/Death Valley Airport Automated Weather Observing System (AWOS) project in the amount of $159,255.80, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; and B) authorize the Public Works Director to execute all other Contract documents, including Contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.

24. ***PUBLIC WORKS – CSA #2*** – Request approval of Amendment No. 1 to the Contract between the County of Inyo and White Rock Construction, Inc., for the CSA #2 Sewer Rehabilitation Project in the Community of Aspendell, increasing the Contract amount from $276,863.60 to $313,620.70; and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained.

25. ***PLANNING*** – Request Board receive a presentation from staff about coordination with Forest Service Staff regarding the Inyo National Forest Plan Update/Revision and the Eastern Sierra Recreation Collaborative, and provide input.

26. ***COUNTY ADMINISTRATOR*** - Request Board consider the request from Mr. Nate Reade, Inyo-Mono Agricultural Commissioner, to have the new Agricultural Department Maintenance Building located at 218 Wye Road in Bishop, California, named for George L. Milovich, the retired Inyo-Mono Agricultural Commissioner, per the County of Inyo's "Policy for Naming and Placing Commemorative Plaques on the County of Inyo Facilities/Buildings," (unanimous vote required); and provide direction to staff, as appropriate.

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

1:30 p.m. 27. ***HEALTH AND HUMAN SERVICES*** – Request Board A) conduct a ***public hearing*** on an ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Implementing Inyo County GOLD Service Fees;" which proposes to set fee schedules for Inyo County Growing Older Living with Dignity (IC-Gold) Program congregate meals, home delivered meals and in-home services to offset actual General Fund costs of operating these programs as a supplement to the ESAAA program; and B) waive the first reading of the ordinance and schedule the enactment for 1:30 p.m., Tuesday, November 4, 2014, in the Board of Supervisors Room, at the County Administrative Center, in Independence.

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

28. ***AGRICULTURAL COMMISSIONER*** – Request Board A) conduct a workshop on the Weights and Measures Department's Device Registration Fee; and B) provide guidance regarding potential future public hearings to alter these fees.

CORRESPONDENCE - ACTION

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

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

30. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

31. ***TREASURER-TAX COLLECTOR*** – Treasury Status Report for the Quarter Ending September 30, 2014.

32. ***PUBLIC WORKS*** – Agenda for the November 3, 2014 Northern Inyo Airport Advisory Committee Meeting.

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **October 28, 2014**

SUBJECT: Authorization to purchase desktop and laptop computers from Dell in an amount not to exceed $88,463

DEPARTMENTAL RECOMMENDATION:

Pursuant to the technology refresh initiative; request your Board authorize the purchase of 68 desktop computers and 51 laptop computers and associated peripherals from Dell in an amount not to exceed $88,463.

SUMMARY DISCUSSION:

The adopted 2013-14 budget included the establishment of a technology refresh practice that anticipates annual replacement of approximately 25% of the technology implemented at the County. This practice helps normalize the operating costs associated with necessary technology upgrades and maintenance.

For FY2013-14, 66 desktop computers and 12 laptop computers were identified for refreshment. Various models of desktop and laptop computers from various vendors were evaluated. Your Board approved the purchase in May 2014, but the vendor Hewlett-Packard, ultimately did not deliver the order. As a result, the needs identified for FY2013-14 were added to those identified for FY2014-15 resulting in totals of 68 desktop computers and 51 laptop computers.

For FY2014-15 equipment evaluations were conducted again. Lenovo and Dell equipment was evaluated; Hewlett-Packard was not evaluated based on their previous non-performance. Lenovo and Dell were evaluated due to their reputation and service model. Lenovo only offers laptop computers and Dell laptops were the clear price-performance winner.

Dell computers are quoted under State WSCA customer agreement WSCA B27160 and do not require competitive bid.

ALTERNATIVES:

Your Board could choose to deny the request, modify the quantities requested and/or direct staff to determine alternate solutions. Denial of the request would be contrary to the initiative proposed as part of the 2013-14 budget adoption and is not recommended. The quantities recommended are based on the 25% replacement concept and modifications of those quantities are not recommended. Comprehensive analysis of the technology recommended was conducted; Information Services believes that further analysis would not result in a significantly different recommendation.

OTHER AGENCY INVOLVEMENT:

The technology refresh initiative affects all General Fund departments, though not equally each year, as well as some Non-General Fund departments choosing to participate.

FINANCING:

Funding for these computers is available in the Board approved FY 2014-15 Computer Upgrade budget 011808, Object Code 5232 (Office and Other Equipment <$5000).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 10/22/14
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: 10/22/14

For Clerk's Use Only:
AGENDA NUMBER

12

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Health & Human Services - ESAAA

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Amendment Number 1 of the Standard Agreement for Contract Number AP-1415-16 between California Department of Aging and County of Inyo.

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendment Number 1 to Standard Agreement for Contract Number AP-1415-16, between the County of Inyo and the California Department of Aging, increasing the overall allocation by $30,660, for a total contract amount of $765,390, and authorize the Chairperson to sign the Standard Agreement Amendment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract amendment provides for the allocation of One-Time-Only (OTO) federal funds, derived from reallocated carryover from FY 2013-14 and new supplemental funding. It also includes the Area Agency on Aging's (AAA) initial transfer requests, and State Special Nutrition funds. This increase will be used to continue services provided under this Agreement. The additional $30,660 is as follows:

Supportive Services	Ombudsman	Congregate Nutrition	Home-Delivered Meals	Disease Prevention	Family Caregiver	Elder Abuse
$193 (IIIB)	**$176** (VIIa)	**$3,175** (IIIC1)	**$1,034** (IIIC2)	**$11** (IIID)	**$135** (IIIE)	**$1** (VII)
		$15,489 (C1 Special Nutrition)	**$9,111** (C2 Special Nutrition)			
		$403 (NSIP C1)	**$932** (NSIP C2)			

The Supportive Services, Congregate Nutrition, and Home Delivered Meals funds will result in an amendment with the Mono County contract in order for the additional funds to be allocated appropriately between the two counties. Acceptance of these funds will also result in additional funds for the Ombudsman contract.

ALTERNATIVES:

Receipt of this additional funding is contingent upon the execution of this Amendment.

OTHER AGENCY INVOLVEMENT:

California Department of Aging, County of Mono, Legal Services, Ombudsman

FINANCING:

State and Federal dollars. Total amount of this contract is $765,390, and is budgeted as revenue in the ESAAA budget (683000) in the State and Federal revenue object codes. Total federal dollars = $490,638, and total State dollars = $274,752.

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: Margaret Lemp Williams Date 10/12/14
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 10/14/14
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 10/16/14

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 10-16-14

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
AP-1415-16	1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
   STATE AGENCY'S NAME
   California Department of Aging
   CONTRACTOR'S NAME
   County of Inyo
2. The term of this Agreement is July 1, 2014 through June 30, 2015
3. The maximum amount of this Agreement after this amendment is: $ 765,390.00 Seven hundred sixty-five thousand three hundred ninety and 00/100 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:

This contract amendment increases funds provided to the contractor by $ 30,660.00. This increase offsets unspent funds previously awarded to this contractor and will be used to enhance services.

Exhibit B, pages 12, 13, and 14, titled Budget Display, amendment 1, is attached and replaces the original Exhibit B, pages 12, 13, and 14, Budget Display.

The Budget, amendment 1, is hereby incorporated by reference and replaces the original Budget.

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 163 May Street BISHOP CA 93514-2709		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Aging		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Dyanne Macias, Manager, Contracts and Business Services Section		☒ Exempt per: Mello Grunland Older Californians Act
ADDRESS 1300 National Drive, Suite 200, Sacramento, CA 95834		

State of California
California Department of Aging
CDA 001 (Rev. 11/05)

Award #: AP-1415-16
Date: 7/1/2014
Amendment #: 1
Date: 9/22/2014

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN Budget Display

Fiscal Year 2014-15 (Federal Funding Year 2014)

County of Inyo

3 months (July 1, 2014 - September 30, 2014)

	Project Number	Baseline	Other Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change	Expenditures	Remaining Balance
Supportive Services										
Federal Title IIIB	3BSL14-14	25,799	-	-	25,799	193	25,992	193	-	25,992
Total Supportive Services		25,799	-	-	25,799	193	25,992	193	-	25,992
Ombudsman										
Federal Title IIIB	3BOL14-14	3,773	-	-	3,773	-	3,773	-	-	3,773
Federal Title VIIa	7OFL14-14	4,721	-		4,721	176	4,897	176	-	4,897
Special Deposit (SDF)	SDFL14-14	298	-		298		298	-	-	298
SNF Quality & Accountability	SNFL14-14	4,248	-		4,248		4,248	-	-	4,248
Total Ombudsman		13,040	-	-	13,040	176	13,216	176	-	13,216
Congregate Nutrition										
Federal Title IIIC1	3C1L14-14	35,879	-	-	35,879	3,175	39,054	3,175	-	39,054
General Fund C1	C1GL14-14	14,189	-	-	14,189		14,189	-	-	14,189
C1 Special Nutrition	AC1L 14-14	-	-	-	-		-	-	-	-
NSIP C1	NC1L14-14	3,601	-	-	3,601	403	4,004	403	-	4,004
Total Congregate Nutrition		53,669	-	-	53,669	3,578	57,247	3,578	-	57,247
Home-Delivered Meals										
Federal Title IIIC2	3C2L14-14	18,037	-	-	18,037	1,034	19,071	1,034	-	19,071
General Fund C2	C2GL14-14	43,768	-	-	43,768		43,768	-	-	43,768
C2 Special Nutrition	AC2L 14-14	-	-	-	-		-	-	-	-
NSIP C2	NC2L14-14	9,157	-	-	9,157	932	10,089	932	-	10,089
Total Home Delivered Meals		70,962	-	-	70,962	1,966	72,928	1,966	-	72,928
Disease Prevention										
Federal Title IIID	3DFL14-14	633	-		633	11	644	11	-	644
Total Disease Prevention		633	-	-	633	11	644	11	-	644
Family Caregiver										
Federal Title IIIE	3EFL14-14	4,229	-	-	4,229	135	4,364	135	-	4,364
Total Title IIIE		4,229	-	-	4,229	135	4,364	135	-	4,364
Elder Abuse										
Federal Title VII	7EFL14-14	159	-		159	1	160	1	-	160
Total Elder Abuse		159	-	-	159	1	160	1	-	160
Administration										
Federal Title IIIB	3BAL14-14	4,607	-	-	4,607	-	4,607	-	-	4,607
Federal Title IIIC1	C1AL14-14	5,742	-	-	5,742	-	5,742	-	-	5,742
Federal Title IIIC2	C2AL14-14	2,886	-	-	2,886	-	2,886	-	-	2,886
Federal Title IIIE	3EAL14-14	1,925	-	-	1,925	-	1,925	-	-	1,925
General Fund C1	1GAL14-14	28	-	-	28		28	-	-	28
General Fund C2	2GAL14-14	7	-	-	7		7	-	-	7
Total Administration		15,195	-	-	15,195	-	15,195	-		15,195
Funding Summary										
Federal Funds		121,148	-	-	121,148	6,060	127,208	6,060	-	127,208
General Fund		57,992	-	-	57,992	-	57,992	-	-	57,992
Special Nutrition		-	-	-	-	-	-	-	-	-
SNF Quality & Accountability		4,248	-		4,248	-	4,248	-	-	4,248
Special Deposit		298	-		298	-	298	-	-	298
Grand Total - All Funds		**183,686**	**-**	**-**	**183,686**	**6,060**	**189,746**	**6,060**	**-**	**189,746**

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is:	1,641
The maximum amount of Title IIIE expenditures allowable for Grandparents is:	821
The minimum General Fund to be expended for State Match in Title III is:	4,726

CFDA NUMBER	Year	Award #	Award Name
93.041	2014	14AACAT7EA	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.042	2014	14AACAT7OM	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.043	2014	14AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2014	14AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2014	14AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2014	14AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2014	14AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2014	14AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program

State of California
California Department of Aging
CDA 601 (Rev. 11/05)

Award #:	AP-1415-16
Date:	7/1/2014
Amendment #:	1
Date:	9/22/2014

AREA PLAN
Budget Display
Fiscal Year 2014-15 (Federal Funding Year 2015)
County of Inyo

9 months (October 1, 2014 - June 30, 2015)

	Project Number	Baseline	Other Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Supportive Services								
Federal Title IIIB	3BSL15-14	77,396	-	-	77,396	-	77,396	-
Total Supportive Services		77,396	-	-	77,396	-	77,396	-
Ombudsman								
Federal Title IIIB	3BOL15-14	11,319	-	-	11,319	-	11,319	-
Federal Title VIIa	7OFL15-14	14,162	-		14,162	-	14,162	-
Special Deposit (SDF)	SDFL15-14	894	-		894		894	-
SNF Quality & Accountability	SNFL15-14	12,744	-		12,744		12,744	-
Total Ombudsman		39,119	-	-	39,119	-	39,119	-
Congregate Nutrition								
Federal Title IIIC1	3C1L15-14	107,635	-	-	107,635	-	107,635	-
General Fund C1	C1GL15-14	42,567	-	(14,472)	28,095		28,095	-
C1 Special Nutrition	AC1L 15-14	-	15,489	-	15,489		15,489	15,489
NSIP C1	NC1L15-14	10,803	-	-	10,803	-	10,803	-
Total Congregate Nutrition		161,005	15,489	(14,472)	162,022	-	162,022	15,489
Home-Delivered Meals								
Federal Title IIIC2	3C2L15-14	54,109	-	-	54,109	-	54,109	-
General Fund C2	C2GL15-14	131,305	-	14,472	145,777		145,777	-
C2 Special Nutrition	AC2L 15-14	-	9,111	-	9,111		9,111	9,111
NSIP C2	NC2L15-14	27,470	-	-	27,470	-	27,470	-
Total Home Delivered Meals		212,884	9,111	14,472	236,467	-	236,467	9,111
Disease Prevention								
Federal Title IIID	3DFL15-14	1,898	-		1,898	-	1,898	-
Total Disease Prevention		1,898	-	-	1,898	-	1,898	-
Family Caregiver								
Federal Title IIIE	3EFL15-14	12,685	-	-	12,685	-	12,685	-
Total Title IIIE		12,685	-	-	12,685	-	12,685	-
Elder Abuse								
Federal Title VII	7EFL15-14	475	-		475	-	475	-
Total Elder Abuse		475	-	-	475	-	475	-
Administration								
Federal Title IIIB	3BAL15-14	13,821	-	-	13,821	-	13,821	-
Federal Title IIIC1	C1AL15-14	17,224	-	-	17,224	-	17,224	-
Federal Title IIIC2	C2AL15-14	8,659	-	-	8,659	-	8,659	-
Federal Title IIIE	3EAL15-14	5,774	-	-	5,774	-	5,774	-
General Fund C1	1GAL15-14	82	-	-	82		82	-
General Fund C2	2GAL15-14	22	-	-	22		22	-
Total Administration		45,582	-	-	45,582	-	45,582	-
Funding Summary								
Federal Funds		363,430	-	-	363,430	-	363,430	-
General Fund		173,976	-	-	173,976	-	173,976	-
Special Nutrition		-	24,600	-	24,600	-	24,600	24,600
SNF Quality & Accountability		12,744	-		12,744	-	12,744	-
Special Deposit		894	-		894	-	894	-
Grand Total - All Funds		**551,044**	**24,600**	**-**	**575,644**	**-**	**575,644**	**24,600**

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is:	4,922
The maximum amount of Title IIIE expenditures allowable for Grandparents is:	2,461
The minimum General Fund to be expended for State Match in Title III is:	14,179

CFDA NUMBER	Year	Award #	Award Name
93.041	2015	15AACAT7EA	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2015	15AACAT7OM	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.043	2015	15AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2015	15AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2015	15AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2015	15AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2015	15AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2015	15AACANSIP	Older Americans Act Title III-Grants for State & Community Programs on Aging

State of California
California Department of Aging
CDA 001 (Rev. 11/05)

Award #:	AP-1415-16
Date:	7/1/2014
Amendment #:	1
Date:	9/22/2014

AREA PLAN
Budget Display
Fiscal Year 2014-15
County of Inyo

12 Month Total (July 1, 2014 - June 30, 2015)

	Baseline	Other Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Supportive Services							
Federal Title IIIB	103,195	-	-	103,195	193	103,388	193
Total Supportive Services	103,195	-	-	103,195	193	103,388	193
Ombudsman							
Federal Title IIIB	15,092	-	-	15,092	-	15,092	-
Federal Title VIIa	18,883	-		18,883	176	19,059	176
Special Deposit (SDF)	1,192	-		1,192		1,192	-
SNF Quality & Accountability	16,992	-		16,992		16,992	-
Total Ombudsman	52,159	-	-	52,159	176	52,335	176
Congregate Nutrition							
Federal Title IIIC1	143,514	-	-	143,514	3,175	146,689	3,175
General Fund C1	56,756	-	(14,472)	42,284		42,284	-
C1 Special Nutrition	-	15,489	-	15,489		15,489	15,489
NSIP C1	14,404	-	-	14,404	403	14,807	403
Total Congregate Nutritior	214,674	15,489	(14,472)	215,691	3,578	219,269	19,067
Home-Delivered Meals							
Federal Title IIIC2	72,146	-	-	72,146	1,034	73,180	1,034
General Fund C2	175,073	-	14,472	189,545		189,545	-
C2 Special Nutrition	-	9,111	-	9,111		9,111	9,111
NSIP C2	36,627	-	-	36,627	932	37,559	932
Total Home Delivered Me:	283,846	9,111	14,472	307,429	1,966	309,395	11,077
Disease Prevention							
Federal Title IIID	2,531	-		2,531	11	2,542	11
Total Disease Prevention	2,531	-	-	2,531	11	2,542	11
Family Caregiver							
Federal Title IIIE	16,914	-	-	16,914	135	17,049	135
Total Title IIIE	16,914	-	-	16,914	135	17,049	135
Elder Abuse							
Federal Title VII	634	-		634	1	635	1
Total Elder Abuse	634	-	-	634	1	635	1
Administration							
Federal Title IIIB	18,428	-	-	18,428	-	18,428	-
Federal Title IIIC1	22,966	-	-	22,966	-	22,966	-
Federal Title IIIC2	11,545	-	-	11,545	-	11,545	-
Federal Title IIIE	7,699	-	-	7,699	-	7,699	-
General Fund C1	110	-	-	110		110	-
General Fund C2	29	-	-	29		29	-
Total Administration	60,777	-	-	60,777	-	60,777	-
Funding Summary							
Federal Funds	484,578	-	-	484,578	6,060	490,638	6,060
General Fund	231,968	-	-	231,968	-	231,968	-
Special Nutrition	-	24,600	-	24,600	-	24,600	24,600
SNF Quality & Accountability	16,992	-		16,992	-	16,992	-
Special Deposit	1,192	-		1,192	-	1,192	-
Grand Total - All Funds	**734,730**	**24,600**	**-**	**759,330**	**6,060**	**765,390**	**30,660**

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is:	6,563
The maximum amount of Title IIIE expenditures allowable for Grandparents is:	3,282
The minimum General Fund to be expended for State Match in Title III is:	18,905

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
13

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Resolution approving the application for a State of California, Division of Aeronautics (CDA) Matching Grant for Federal Aviation Administration (FAA) Airport Improvement Program for construction of the Lone Pine/Death Valley Airport – Automated Weather Observing System (AWOS AV) Project.

DEPARTMENTAL RECOMMENDATIONS: Approve the attached Resolution authorizing the submittal of the application for a State of California, Division of Aeronautics (CDA), matching grant for construction of the Lone Pine/Death Valley Airport – Automated Weather Observing System (AWOS AV) Project, accepting the allocation of state Airport Improvement Program (AIP) matching funds, and authorizing the Public Works Director to execute the CDA grant agreements and any other documents required to apply for and accept the funds.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the August 26, 2014 meeting of the Board of Supervisors, the Board authorized the Public Works Director to sign the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Agreement for design and construction of the Lone Pine/Death Valley Airport – AWOS AV Project. The FAA grant for AIP Project Number 03-06-0126-010-2014 will fund 90% ($161,780.00) of the total project cost, estimated at $179,756.00. If secured, the CDA will provide a matching grant that will fund up to 5% of the FAA grant, which would amount to $8,089.00. The county must provide the remaining match of $9,887.00.

The Public Works Department has prepared the application for the state AIP Matching Grant (attached). The state requires a resolution of the Board of Supervisors that authorizes the submittal of the application, acceptance of an allocation of state AIP matching funds, and execution of the AIP Matching Grant Agreement for the project. In order to expedite processing of the matching grant agreement, the resolution also authorizes the Public Works Director to execute the grant agreement. Expediting the processing of the grant agreement is beneficial, as it ensures that the matching funds will be available as soon as possible for reimbursement of construction costs. A resolution in the form recommended by the Division of Aeronautics has been prepared and is attached for Board approval. If approved by your Board, Public Works will submit the application to the State Division of Aeronautics.

ALTERNATIVES: The Board could choose not to approve the resolution. If the resolution is not approved, the Division of Aeronautics will not accept the county's application for the state AIP matching funds. This is not recommended, because the county would have to provide an additional $8,089.00 in matching funds.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the resolution and will review the grant agreement. The California Department of Transportation will prepare the matching grant agreement.

FINANCING: The project is funded by the FAA's Airport Improvement Program (AIP), which will reimburse the county for 90 percent ($161,780.00) of the currently estimated total project cost of $179,756.00. If a state grant is approved, CDA would provide 4.5 percent of the project cost ($8,089.00). The County will provide the remaining match of $9,887.00. The cost of the construction contract will be paid through Budget Unit 150502, Lone Pine Airport Improvement Projects, Object Code 5700, Construction in Progress.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Margaret Kemp-Williams	Approved: ✓ Date 10/24/14
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Amy Shepherd	Approved: ✓ Date 10/22/14
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: 10/22/14

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT.

WHEREAS, the County of Inyo and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) grant 3-06-0126-010-2014 for design and construction of the Lone Pine/Death Valley Airport – Automated Weather Observing System (AWOS AV) ("Project"); and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants equal to 5 percent of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of an application for an AIP Matching grant.

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

1. Authorizes filing an application for a state AIP Matching grant for this Project.

2. Authorizes accepting the allocation of state AIP Matching funds for the Project.

3. Authorizes execution of an AIP Matching Grant Agreement for this Project; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo does hereby authorize Clint G. Quilter, Public Works Director, to sign any documents required to apply for and accept these subject funds on behalf of the County of Inyo.

PASSED AND ADOPTED by the Inyo County Board of Supervisors on the 28th day of October, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rick Pucci, Chairperson
Inyo County Board of Supervisors

ATTEST:

Kevin D. Carunchio, Clerk of the Board of Supervisors,
County of Inyo, State of California

by _____
Assistant Clerk to the Board

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION

DOA-0012 (REV 06/2011)

PLEASE PRINT OR TYPE AND COMPLETE ALL ITEMS

PART I. AIRPORT INFORMATION

PUBLIC ENTITY	AIRPORT NAME	PERMIT NO.
County of Inyo	Lone Pine Airport	Iny-1
CONTACT NAME: Jeff Ahlstrom	TITLE: Senior Civil Engineer	
BUSINESS ADDRESS: P. O. Drawer Q, 168 N. Edwards St., Independence, CA 93526	BUSINESS PHONE: (760) 878-0200	

PART II. PROJECT INFORMATION

Verify that project is within the Department's most recent Capital Improvement Plan: ☒ YES ☐ NO If no, then project is not eligible for grant funds.

DESCRIPTIVE TITLE OF APPLICANT'S PROJECT(as shown on page one of the executed grant agreement and in the adopted Capital Improvement Plan): Attach Additional Sheets If Necessary		
Replace existing non-working AWOS with new AWOS AV system - Design and Construction	FEDERAL GRANT	$ 161,780.00
	APPLICANT FUNDS	$ 9,887.00
	STATE * FUNDS	$ 8,089.00
	TOTAL COST OF PROJECT	$ 179,756.00

* Maximum is 5% of the federal grant amount

PART III. REQUIRED SUPPORTING DOCUMENTS

Pursuant to Public Utilities Code Sections 21681-21684 and Section 4067 of the CAAP Regulations, please submit the following documents with this application:

- Local government approval *(resolution or minute order)* as described in Section 4067(a).
- FAA Grant Agreement with FAA and sponsor signatures.
- Verification of full compliance with the California Environmental Quality Act (CEQA) by submitting information to fulfill either 1. or 2. below:
  1. Copy of Notice of Exemption or provide the Categorical Exemption Class # _____ (CEQA Guidelines Sections 15300-15333)
  2. Copy of Notice of Determination or provide the following information:
     - Environmental Impact Report (Title/Date) _____ State Clearinghouse (SCH)# _____ or
     - Negative Declaration (Title/Date) _____ State Clearinghouse (SCH)# _____ or
     - National Environmental Policy Act (NEPA) document (Title/Date) _____
       (NEPA documents-Environmental Impact Statement or Finding of No Significant Impact must comply with CEQA provisions)
- 11 x 17-inch Drawing or Airport Layout Plan showing project location(s) and dimensions.
- Completed CAAP Certification (Form DOA-0007), if not submitted to the Division of Aeronautics earlier for this fiscal year.
- Additional documentation may be required if items in the FAA AIP grant are not eligible for CAAP funding.

PART IV. AUTHORIZATION

AUTHORIZED OFFICIAL'S SIGNATURE	TITLE: Public Works Director
PRINT NAME: Clint Quilter	DATE: 10/07/2014

SEND COMPLETED APPLICATION AND ALL SUPPORTING DOCUMENTS TO:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS - MS #40
P. O. BOX 942874
SACRAMENTO, CA 94274-0001

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AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
14

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Resolution approving the application for a state Matching Grant for Federal Aviation Administration (FAA) Airport Improvement Program for the Lone Pine/Death Valley Airport - Update of Airport Master Plan Study (Update Airport Layout Plan (ALP) and Exhibit "A" Property Map).

DEPARTMENTAL RECOMMENDATIONS: Approve the attached Resolution authorizing the submittal of the application for a State of California, Division of Aeronautics (CDA), matching grant for the Lone Pine/Death Valley Airport – Update of Airport Master Plan Study (Update Airport Layout Plan (ALP) and Exhibit A Property Map), accepting the allocation of state Airport Improvement Program (AIP) matching funds, and authorizing the Public Works Director to execute the CDA grant agreements and any other documents required to apply for and accept the funds.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the September 9, 2014 meeting of the Board of Supervisors, the Board authorized the Public Works Director to sign the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Agreement for the Lone Pine/Death Valley Airport – Airport Layout Plan Update and Narrative Report. The FAA grant for AIP Project Number 03-06-0126-009-2014 will fund 90% ($176,543.00) of the total project cost, estimated at $196,159.00. If secured, the CDA will provide a matching grant that will fund up to 5% of the FAA grant, which would amount to $8,827.00. The county must provide the remaining match of $10,789.00.

The Public Works Department has prepared the application for the state AIP Matching Grant (attached). The state requires a Resolution of the Board of Supervisors that authorizes the submittal of the application, acceptance of an allocation of state AIP matching funds, and execution of the AIP Matching Grant Agreement for the project. In order to expedite processing of the matching grant agreement, the Resolution also authorizes the Public Works Director to execute the grant agreement. Expediting the processing of the grant agreement is beneficial, as it ensures that the matching funds will be available as soon as possible for reimbursement of project costs. A Resolution in the form recommended by the Division of Aeronautics has been prepared and is attached for Board approval. If approved by your Board, Public Works will submit the application to the State Division of Aeronautics.

ALTERNATIVES: The Board could choose not to approve the resolution. If the resolution is not approved, the Division of Aeronautics will not accept the county's application for the state AIP matching funds. This is not recommended, because the county would have to provide an additional $8,827.00 in matching funds.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the resolution and will review the grant agreement. The California Department of Transportation will prepare the matching grant agreement.

FINANCING: The project is funded by the FAA's Airport Improvement Program (AIP), which will reimburse the county for 90 percent ($176,543.00) of the currently estimated total project cost of $196,159.00. If a state grant is approved, CDA would provide 4.5 percent of the project cost ($8,827.00). The County will provide the remaining 5.5 percent match of $10,789.00. The cost of the construction contract will be paid through Budget Unit 150502, Lone Pine Airport Improvement Projects, Object Code 5700, Construction in Progress.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Margaret Kemp-Williams	Approved: ✓ Date 10/21/14
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Amy Shepherd	Approved: ✓ Date 10/22/14
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: 10/22/14

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT.

WHEREAS, the County of Inyo and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) grant 3-06-0126-009-2014 for design and construction of the Lone Pine/Death Valley Airport – Update of Airport Master Plan Study (Update Airport Layout Plan and Exhibit A Property Map) ("Project"); and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants equal to 5 percent of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of an application for an AIP Matching grant.

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

1. Authorizes filing an application for a state AIP Matching grant for this Project.

2. Authorizes accepting the allocation of state AIP Matching funds for the Project.

3. Authorizes execution of an AIP Matching Grant Agreement for this Project; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo does hereby authorize Clint G. Quilter, Public Works Director, to sign any documents required to apply for and accept these subject funds on behalf of the County of Inyo.

PASSED AND ADOPTED by the Inyo County Board of Supervisors 28th day of October, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Rick Pucci, Chairperson
Inyo County Board of Supervisors

ATTEST:

Kevin D. Carunchio, Clerk of the Board of Supervisors,
County of Inyo, State of California

by _____
Assistant Clerk to the Board

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION

DOA-0012 (REV 06/2011)

PLEASE PRINT OR TYPE AND COMPLETE ALL ITEMS

PART I. AIRPORT INFORMATION

PUBLIC ENTITY	AIRPORT NAME	PERMIT NO.
County of Inyo	Lone Pine Airport	
CONTACT NAME: Jeff Ahlstrom	TITLE: Senior Civil Engineer	
BUSINESS ADDRESS: P. O. Drawer Q, 168 N. Edwards St., Independence, CA 93526	BUSINESS PHONE: (760) 878-0200	

PART II. PROJECT INFORMATION

Verify that project is within the Department's most recent Capital Improvement Plan: ☒ YES ☐ NO If no, then project is not eligible for grant funds.

DESCRIPTIVE TITLE OF APPLICANT'S PROJECT(as shown on page one of the executed grant agreement and in the adopted Capital Improvement Plan): Attach Additional Sheets If Necessary		
Update of Airport Master Plan Study (Update Airport Layout Plan (ALP) and Exhibit "A" Property Map).	FEDERAL GRANT	$ 176,543.00
	APPLICANT FUNDS	$ 10,789.00
	STATE * FUNDS	$ 8,827.00
	TOTAL COST OF PROJECT	$ 196,159.00

* Maximum is 5% of the federal grant amount

PART III. REQUIRED SUPPORTING DOCUMENTS

Pursuant to Public Utilities Code Sections 21681-21684 and Section 4067 of the CAAP Regulations, please submit the following documents with this application:

- Local government approval *(resolution or minute order)* as described in Section 4067(a).
- FAA Grant Agreement with FAA and sponsor signatures.
- Verification of full compliance with the California Environmental Quality Act (CEQA) by submitting information to fulfill either 1. or 2. below:
  1. Copy of Notice of Exemption or provide the Categorical Exemption Class # _____ (CEQA Guidelines Sections 15300-15333)
  2. Copy of Notice of Determination or provide the following information:
     - Environmental Impact Report (Title/Date) _____ State Clearinghouse (SCH)# _____ or
     - Negative Declaration (Title/Date) _____ State Clearinghouse (SCH)# _____ or
     - National Environmental Policy Act (NEPA) document (Title/Date) _____
       (NEPA documents-Environmental Impact Statement or Finding of No Significant Impact must comply with CEQA provisions)
- 11 x 17-inch Drawing or Airport Layout Plan showing project location(s) and dimensions.
- Completed CAAP Certification (Form DOA-0007), if not submitted to the Division of Aeronautics earlier for this fiscal year.
- Additional documentation may be required if items in the FAA AIP grant are not eligible for CAAP funding.

PART IV. AUTHORIZATION

AUTHORIZED OFFICIAL'S SIGNATURE	TITLE: Public Works Director
PRINT NAME: Clint Quilter	DATE: 10/07/2014

SEND COMPLETED APPLICATION AND ALL SUPPORTING DOCUMENTS TO:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS - MS #40
P. O. BOX 942874
SACRAMENTO, CA 94274-0001

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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
15

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Approval of Amendment No. 2 to the contract for consulting services with PMC.

DEPARTMENTAL RECOMMENDATIONS:
Request your Board:

1. Approve Amendment No. 2 to County of Inyo Standard Contract No. 156 between the County of Inyo and PMC to extend the term of the contract two months to December 31, 2014 for the completion of a Triennial Performance Audit of the Eastern Sierra Transit Authority (ESTA), and
2. Authorize the Chairperson to sign the amendment contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
On February 11, 2014, your Board approved the award of a contract for consulting services to PMC for a term from 2/11/2014 to 7/31/2014. The Public Works Department, acting on behalf of the Inyo County Local Transportation Commission (ICLTC), administers the contract with PMC to complete a Triennial Performance Audit of the Eastern Sierra Transit Authority (ESTA). Amendment No. 1 extends the length of the contract for three months until October 31, 2014. The proposed amendment will extend the contract two more months to December 31, 2014.

The consultant has finished the Triennial Performance Audit report. A task in the Scope of Work was to have the PMC project manager present findings to the ESTA Board in October. The ESTA Board did not hold a meeting in October. The presentation to the ESTA Board is tentatively scheduled for their November 21st meeting.

ALTERNATIVES:
The board could choose not to approve the amendment to extend the contract. This is not recommended, as the Inyo and Mono County LTCs are required to complete a Triennial Performance Audit. The Inyo and Mono County LTCs are jointly funding this project.

OTHER AGENCY INVOLVEMENT:
(1) County counsel to review and approve the amendment.
(2) The Auditor to review and approve the amendment.
(3) Mono County LTC (50% of project funding)

(4) California Department of Transportation Division of Mass Transportation (regulatory compliance).
(5) State Controller's Office

FINANCING:

This amendment will not change the contract amount. The contract is encumbered in the Transportation and Planning Budget 504605, Object Code 5265 Professional Special Services.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Margaret Kemp-Williams Approved: Yes Date 10/20/14
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved:_____ Date_____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 10/21/14

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
PMC
FOR THE PROVISION OF CONSULTING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and PMC of Rancho Cordova, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of consulting services dated February 11, 2014, on County of Inyo Standard Contract No. 156, for the term from February 11, 2014 to December 31, 2014.

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.

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

1. Paragraph 2 is amended to read as follows:

   TERM. The term of this Agreement shall be from February 11, 2014 to December 31, 2014 unless sooner terminated as provided below.

The effective date of this amendment to the Agreement is October 28, 2014.

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

AMENDMENT NUMBER _2_ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
PMC
FOR THE PROVISION OF CONSULTING SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2014.

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

CONSULTANT

By: _____

Dated: _____

For Clerk's Use Only:
AGENDA NUMBER

16

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: WATER DEPARTENT

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: AMENDMENT TO GRANT AGREEMENT AND APROVE PURCHASE ORDER

DEPARTMENTAL RECOMMENDATION: Request Board (1) approve Amendment No. 1 to the grant agreement between the County of Inyo and the State Water Resources Control Board, for the provision of bottled water to the community of Tecopa extending the term of the grant agreement to June 30, 2016; and (2) approve a purchase order in the amount of $37,100 to Robert Lisull, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

SUMMARY DISCUSSION: Water in domestic wells in the Tecopa area exceeds drinking water standards for arsenic and fluoride. The community of Tecopa is considered severely economically disadvantaged and the cost to drive 80 miles round trip to obtain safe drinking water is a challenge. On June 24, 2014, your Board approved Grant Agreement No. 13-453-550 [C/A 702] titled "The Delivery of an Interim Emergency Supply of Water for Domestic Purposes" between the County of Inyo and the State Water Resources Control Board in an amount not to exceed $40,100 for the provision of bottled water to the community of Tecopa for the period of July 1, 2014 to October 31, 2014.

The Tecopa area is remote and we have encountered challenges in locating vendors, delivery-persons, and storage facilities to implement this project. With the able assistance of the Southern Inyo Fire Protection District, we have located a vendor willing to deliver water to a distribution area in Tecopa (Southern Inyo Fire Protection District). The water is delivered to the distribution area and there are two individuals that in turn deliver the water to local Tecopa residents. The water is delivered in 5 gallon containers. Under Section III E of the Inyo County purchasing policy, competitive bidding is not required if directed by the Board of Supervisors or the County Administrator for emergency purchases due to unforeseen circumstances to avoid a substantial hazard to life or property. The State Water Board, in granting these funds on an emergency basis, desires that they be disbursed in an expedited fashion. The County Purchasing Department has sought other vendors in the area and has been unsuccesful in locating other vendors to service this project.

ALTERNATIVES: The Board could deny the request, which would result in Tecopa residents reverting to their local wells which do not meet drinking water standards, or traveling to Pahrump to secure drinking water.

OTHER AGENCY INVOLVEMENT: California State Water Resources Control Board;

FINANCING: Your Board approved the Grant Agreement No. 13-453-550 (C/A 702) titled "The Delivery of an interim Emergency Supply of Water for Domestic Purposes" between the County of Inyo and the State Water Resources Control Board in an amount not to exceed $40,100. These funds have been budgeted in the Water Department budget (024102) General Operating (5311) for the fiscal year 2014-2015.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Margaret Kemp-Williams Approved: ✓ Date 10/22/14

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Amy Shepherd Approved: ✓ Date 10/22/14
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: J. Piper for Bob Harrington Date: 10-22-14
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

FOR STATE USE ONLY
DGS REGISTRATION NO.

CLEANUP AND ABATEMENT ACCOUNT
GRANT AGREEMENT
BETWEEN THE
STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board"
AND

TECOPA, INYO COUNTY, hereinafter called "Grantee"

THE DELIVERY OF AN INTERIM EMERGENCY SUPPLY OF WATER FOR DOMESTIC PURPOSES, hereinafter called "Project"

AGREEMENT NO. 13-453-550-**1** [C/A 702]

This Grant Agreement approved by the State Water Board on June 26, 2014, is hereby amended on October 17, 2014, to revise the work completion and term end dates and Exhibit A and B (deletions shown as stricken and revisions in bold and underlined). Except as noted herein all other terms and conditions shall remain the same.

WHEREAS:

1. The following provision(s) authorize the State Water Board to enter into this type of Grant Agreement:

   Water Code §13440 et seq

   Budget Act of 2013, Section 2.00, Item 3940-002-0679 (as amended by Senate Bill 103 (Stats. 2014, ch. 2)

2. The Grantee has been determined by the State Water Board to be eligible for funding from the State Water Pollution Cleanup and Abatement Account (CAA) pursuant to California Water Code, Division 7, Chapter 6, Article 3, sections 13440 et seq. and pursuant to Item 3940-002-0697 of Section 2.00 of the Budget Act of 2013. The State Water Board recognizes the need to provide safe drinking water to assist disadvantaged communities with contaminated drinking water supplies, regardless of the source of contamination, on an interim basis until a long-term solution can be achieved. Therefore, in Resolution No. 2014-0019, the State Water Board allocated a total of $4,000,000 from the CAA for the provision of interim emergency drinking water to disadvantaged communities with contaminated drinking water supplies.

   Pursuant to these provisions, Grantee may obtain funding for reasonable and necessary costs of providing interim emergency drinking water incurred on or after April 30, 2014 **with all bottled water distribution records to be completed by June 30, 2016**; and

A. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Agreement will be:

State Water Board		Grantee: Tecopa, Inyo County	
Name:	Mark Magtoto, Grant Manager	Name:	Bob Harrington, Project Director
Address:	1001 "I" Street, 16th Floor	Address:	135 S. Jackson
City, Zip:	Sacramento, CA 95814	City, Zip:	Independence, CA 93526
Phone:	(916) 341-5481	Phone:	(760) 878-0003
Fax:	(916) 341-5707	Fax:	(760) 878-0465
e-mail:	Mark.Magtoto@waterboards.ca.gov	e-mail:	bharrington@inyocounty.us

B. Direct all inquiries to:

State Water Board	Grantee: Tecopa, Inyo County

Section:	Division of Financial Assistance	Section:	
Attention:	Lola Barba, Program Analyst	Name:	Bob Harrington, Grant Contact
Address:	1001 "I" Street, 17th Floor	Address:	135 S. Jackson
City, Zip:	Sacramento, CA 95814	City, Zip:	Independence, CA 93526
Phone:	(916) 341-5638	Phone:	(760) 878-0003
Fax:	(916) 341-5296	Fax:	(760) 878-0465
e-mail:	Lola.Barba@waterboards.ca.gov	e-mail:	bharrington@inyocounty.us

C. Either party may make changes to the information above by giving written notice to the other party. Said changes should not require an amendment to this Grant agreement.

D. The maximum amount payable under this agreement shall not exceed FORTY THOUSAND ONE HUNDRED DOLLARS ($40,100).

E. In the event the Grantee receives or will receive funds from other sources for work completed under this Grant Agreement, the State Water Board reserves the right to request repayment of funds.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

Exhibit A SCOPE OF WORK

Exhibit B INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

Exhibit C GENERAL CONDITIONS

GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By: _____
Grantee Signature

_____
Grantee Typed/Printed Name

_____
Title and Date

By: _____
~~John Russell, Acting~~ Darrin Polhemus, Deputy Director
State Water Resources Control Board,
Division of Financial Assistance

_____
Date

Reviewed by:
Office of Chief Counsel
Date:

EXHIBIT A
SCOPE OF WORK

BACKGROUND:

The Grantee is applying on behalf of approximately one hundred fifty (150) permanent residents and an additional two hundred (200) residents during the winter months. These residents currently rely on domestic wells located on individual properties for their household water supply, and a public water system does not exist in Tecopa. Naturally occurring arsenic and fluoride in the groundwater exceed their respective primary drinking water standards. Local residents either consume contaminated well water or drive forty (40) miles each way to purchase from a vending machine located in Pahrump, Nevada. The community is considered severely economically disadvantaged, and the costs and difficulty of having to travel such distances to obtain safe drinking water constitute a challenge for the residents of Tecopa.

Inyo County was awarded one hundred eight thousand eight hundred twenty two dollars ($108,822) in grant funds from the CAA with the intent to install and maintain a water-vending machine for the community of Tecopa. The grant also allowed the purchase and distribution of bottled water in the interim until the vending machine is fully operational.

State Water Board staff is currently working with **the** Grantee and **staff from the Division of Drinking Water** ~~the California Department of Public Health to determine the feasibility of~~ **to address the** licensing and operating **requirements for** a water-vending machine in Tecopa. **The Grantee is in the process of forming a public water system to meet the California Department of Public Health (CDPH) Food and Drug Branch (FDB) vending machine licensing requirement. The Southern Inyo Fire District (Fire District) is willing to be the public water system owner/operator. The Grantee is also working with the Fire District to identify and help Fire District staff obtain a vending machine operator license.** ~~If licensing and operating a water-vending machine in Tecopa is not possible, the parties will work together to find another viable option for providing interim emergency drinking water supplies to the community~~.

For Phase One of the Project, the ~~g~~Grantee will use up to forty thousand one hundred dollars ($40,100) to purchase bottled water~~, in five (5) gallon containers,~~ **and** ~~to~~ provide interim drinking water at each residence for ~~approximately three (3)~~ **up to twelve (12)** months **or until the vending machine is fully operational**. **The Grantee estimates that each residence will receive forty-five (45) gallons of bottled water per month.** After **the vending machine is deemed feasible** a **or another**~~-~~viable option has been identified for additional interim drinking water supply, this agreement will be amended to reflect additional scope and costs up to the currently approved amount of one hundred eight thousand eight hundred twenty two dollars ($108,822).

A. WORK TO BE PERFORMED BY GRANTEE

The project will include the following:

1. Purchase and distribution of bottled water~~, in five (5) gallon containers,~~ and stands (if necessary) to residents of Tecopa until a more viable solution is found and/or installed. The Grantee will be responsible for maintaining accurate records of all bottled water purchased and distributed and for forwarding these records to the State Water Board, Division of Financial Assistance (DFA) as part of the regular invoices. The records shall include the following: dates bottled water received, dates of distributions, amounts (in gallons) of water distributed, and the cost of water distributed.

TABLE OF ITEMS FOR REVIEW

Item	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	WORK TO BE PERFORMED BY GRANTEE		
1.	Bottled Water Distribution Records		May **2014** to ~~September 2014~~**June 2016**
EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	INVOICE PACKAGES		
1.	Invoices		Monthly
E.	REPORTS		
1.	Progress Reports		Monthly
2.	Draft Project Report	N/A	
3.	Final Project Report	N/A	

EXHIBIT B
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

A. INVOICE PACKAGES

1. No disbursement under this Grant Agreement will be made except upon receipt of an acceptable Standard Form Payment Request duly executed by or on behalf of the Grantee. The Grantee's duly authorized representative, who has been approved by the State Water Board, must execute all Payment Request forms. A Payment Request form must accompany all invoice packages. The original invoice packages shall be submitted to the State Water Board's Grant Manager on a monthly basis consistent with the reporting schedule in Line E (1) of this exhibit. The address for submittal is:

   Mark Magtoto, Grant Manager
   State Water Resources Control Board
   Division of Financial Assistance
   P. O. Box 944212
   Sacramento, CA 94244-2120

2. Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by the State Water Board that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the State Water Board's Grant Manager.

3. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.

4. Grantee shall provide proof of payment to the consultant or contractor for each invoice submitted for payment under this Grant. If the grantee is not able to demonstrate proof of payment, the State Water Board, at its discretion, may issue two-party checks for the payment of costs identified in Exhibit B, Budget. The two-party checks will require the endorsement of both Grantee and the company providing the services.

5. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain ten percent (10%) of the grant amount specified in this Agreement until "Notice of Completion/Final Inspection" from local regulatory agency of the Project is received.

6. The invoice shall contain the following information:

   a. The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

   b. The date of the invoice and the time period covered by the invoice, i.e., the term "from" and "to";

   c. Printed name of the consultant or contractor;

   d Business address of the consultant or contractor, including P.O. Box, City, State, and Zip Code;

   e. Printed name of the Grantee;

   f. The number of the Agreement upon which the invoice is based;

   g. The site address (location) where the work was performed.

h. All subcontractor(s) invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the consultant/contractors invoice. All subcontractor(s) must have current and active license with California State Contractors License Board;

i. Original signature and date (in ink) of Grantee or its authorized representative.

j. An itemized account of the work for which the Grantee is seeking payment:

- A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;
- The method of computing the amount due. On cost reimbursable agreements, invoices must be itemized based on the tasks specified in the Budget.
- The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Grantee under the terms of this Agreement; and

7. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN ~~OCTOBER 31, 2014~~**JULY 31, 2016**.

8. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

B. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Agreement for the 2013-14 fiscal year ending June 30, 2014 shall not exceed FORTY THOUSAND ONE HUNDRED DOLLARS ($40,100).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

C. LINE ITEM BUDGET

Operation and Administration	$ 3,000
Bottled Water	$37,100
TOTAL	$40,100

D. BUDGET LINE ITEM FLEXIBILITY

1. Line Item Adjustment(s). Subject to the prior review and approval of the State Water Board's Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment.

2. Procedure to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.

3. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the Project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

E. REPORTS

1. PROGRESS REPORT. Grantee shall submit monthly progress reports to the State Water Board's Grant Manager by the twentieth (20th) of the month.

   a. The progress reports shall include records of all bottled water purchased and distributed, to include but not limited to: dates bottle water received, dates of distributions, amounts (in gallons) of water distributed, and the cost of water distributed. Grantee shall document all contractor activities and expenditures in progress reports.

   b. The invoice should accompany the progress report. The invoice should reflect charges for the work completed during the reporting period covered by progress report. The invoice cannot be paid prior to submission of a progress report covering the invoice reporting period.

2. DRAFT PROJECT REPORT. Not Applicable.

3. FINAL PROJECT REPORT. Not Applicable.

4. The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications that may be reasonably required by the State Water Board.

F. PAYMENT OF PROJECT COSTS

The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.

G. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the State Water Board.

H. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless

required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 4 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§1572-1573; Pen. Code, §§470, 489-490.)

EXHIBIT C
THE STATE WATER BOARD GENERAL CONDITIONS

1. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

2. APPROVAL: The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.

3. ASSIGNMENT: This grant is not assignable by the Grantee, either in whole or in part, without the consent of the State Water Board.

4. AUDIT: Grantee agrees that the State Water Board, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the use of grant funds or performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.

5. CHILD SUPPORT COMPLIANCE ACT: Grantee acknowledges that it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

6. COMPLIANCE WITH LAW, REGULATIONS, ETC.: The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. This includes, but is not limited to, compliance with any applicable requirements contained in directives or orders issued pursuant to Division 7 of the Water Code.

7. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

8. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

9. CONFLICT OF INTEREST: Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

10. DISPUTES: The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Grantee shall submit to the Deputy Director of the DFA a written demand for a final decision. The decision of the Division, or his or her authorized representative, shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days of the date of the Division decision, the State Water Board's Executive Director receives a written appeal. The Grantee's written appeal shall be fully supported by any factual information Grantee desires to be considered in the decision. The

Executive Director's decision shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

11. DRUG-FREE WORKPLACE REQUIREMENTS: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (commencing with Section 8350 of the Government Code) and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        1) the dangers of drug abuse in the workplace,
        2) the organization's policy of maintaining a drug-free workplace,
        3) any available counseling, rehabilitation, and employee assistance programs, and
        4) penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the proposed project will:

        1) receive a copy of the organization's drug-free workplace policy statement, and
        2) agree to abide by the terms of the statement as a condition of employment on the project.

    Failure to comply with these requirements may result in suspension of payments or termination of the grant or both, and Grantee may be ineligible for award of any future state grants if it is determined that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above.

12. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

13. GOVERNING LAW: This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

14. GRANT MODIFICATIONS: The State Water Board may, at any time, without notice to any sureties, by written order designated or indicated to be a "grant modification", make any change in Exhibit A, for the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification", submit to the State Water Board a written statement setting forth the disagreement with the change.

15. GRANTEE'S RESPONSIBILITIES FOR WORK: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

16. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.

17. INDEPENDENT ACTOR: The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers of employees or agents of the state.

18. INSPECTION: Throughout the term of this Agreement, the State Water Board shall have the right to inspect the project area to ascertain compliance with this Agreement.

19. INSURANCE: Throughout the life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty days' prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.

20. NONDISCRIMINATION: During the performance of this Project, the Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, religion, color, national origin, ancestry, religious creed, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, or denial of family-care leave. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full.

    Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

    Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work at this Project.

21. NO THIRD PARTY RIGHTS: The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaken established herein.

22. NOTICE: The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the State Water Board's representatives. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.

23. OPERATIONS & MAINTENANCE: The Grantee shall maintain and operate the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the

purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

24. PAYEE DATA RECORD FORM (Std. 204). The Grantee must complete the Payee Data Record Form.

25. PERMITS, CONTRACTING, WAIVER, REMEDIES AND DEBARMENT: The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35; Gov. Code § 4477.) The Grantee certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or grantee;

    b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.

26. PREVAILING WAGES AND LABOR COMPLIANCE: If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code are being met.

27. RELATED LITIGATION: Under no circumstances may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.

28. TERMINATION, IMMEDIATE REPAYMENT, INTEREST: This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.

29. STATE REVIEWS AND INDEMNIFICATION: The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code § 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.

30. TIMELINESS: Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.

31. WITHHOLDING OF GRANT DISBURSEMENTS: The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

32. TRAVEL AND PER DIEM: Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Personnel Administration. These rates may be found at http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.

For Clerk's Use Only:
AGENDA NUMBER

17

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Thomas L. Hardy, District Attorney

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Request to fill the position of the Victim Witness Assistant

DEPARTMENTAL RECOMMENDATION:

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

1) The availability of grant funding for the requested position exits, as certified by the District Attorney concurred with by the County Administrator and Audit-Controller;
2) Where internal candidates meet the qualifications for the position of Victim Witness Assistant, the vacancy could be filled through internal recruitment;
3) Approve the closed county recruitment of one (1) Victim Witness Assistant Range 54 ($2,955 - $3,593); authorize the filling of the vacant position, contingent upon continued grant funding.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A vacancy in the position of Victim Witness Assistant in the District Attorney's office has occurred. The Victim Witness Assistance Program augments the services provided by the Office of the District Attorney including crisis intervention, emergency assistance, resource assistance, follow-up counseling, victim compensation, property return, orientation to the criminal justice system, court escort and support, presentation to criminal justice, victim service providers and the media, case status reports, notification of family and friends, employer notification, restitution assistance, creditor intervention, child care assistance, witness notification, funeral arrangements assistance, crime prevention information, temporary restraining order assistance, transportation, and court waiting area. Services are provided to victims of all types of crime upon request. The goal of the Victim Witness Assistance Program is to help victims of crime proceed through the criminal justice system and their victimization with a sense of understanding and participation in the process with a resulting empowerment to become a survivor; no longer a victim.

ALTERNATIVES:

None

OTHER AGENCY INVOLVEMENT:

None

FINANCING: Budget #620414. This is a grant funded position. The District Attorney received Notification of Application Approval from the Governor's Office of Emergency Services on August 21, 2014. It was scheduled and approved by your Board for acceptance of this grant September 9, 2014.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: ✓ Date 10/17/14
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 10/17/14

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 10/20/14

For Clerk's Use Only:
AGENDA NUMBER
18

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health Division

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Authorization to hire one full time Behavioral Health Registered Nurse in the HHS Behavioral Health Division.

DEPARTMENTAL RECOMMENDATION:

Request your Board:

1. Find that consistent with the adopted Authorized Position Review Policy:
   a. the availability of funding for these requested positions exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
   b. whereas it is unlikely that the Behavioral Health Registered Nurse position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure qualified applicants apply for that specialized position; and
   c. approve the hiring of one Behavioral Health Registered Nurse I at Range 78 ($5,097 - $6,195) or II at Range 80 ($5,343-$6,498) contingent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting this position to fill an upcoming vacancy due to the retirement of our first Behavioral Health Nurse on December 3, 2014. We began using a small amount of a shared registered nurse position in Behavioral Health in 2000 and it became a dedicated part time Behavioral Health position in 2003. At this time the position functioned within the clinic to assist with the duties around medication treatment and monitoring. The Behavioral Health Nurse also provided education around medical conditions and promoted self-management skills. The position was critical in our efforts to improve communication with primary health and to begin addressing the whole health needs of persons with mental illness. The initial steps were taken to advance recovery principles and promote wellness even before the advent of integrated services. In August 2008, we expanded the position to full time with the addition of mental health outreach to older adults, including the southeastern part of the county. The Behavioral Health Nurse has worked as part of both the Behavioral Health team as well as the Adult Services team, assessing both behavioral health and health conditions with adults and older adults. The Nurse positions have also performed an important role in ensuring access to medication treatment and assistance to set up medications for treatment adherence. This is an important service to avoid crisis. In addition, the Behavioral Health Nurse has been an active part of making sure that medication documentation and protocols are being followed. Finally, the Nurse position has participated as part of the on-call rotation to address psychiatric urgent and emergent situations. We have found this position to be a critical one for the Behavioral Health team and our partners in physical health in all settings. This is one of three authorized nurse positions in Behavioral Health along with a supervising nurse position.

ALTERNATIVES:

The Board could choose to not to allow Behavioral Health to hire this soon to be vacant position. As a result, we would be limited in our ability to achieve the outcomes that we have set forth in our MHSA plans, our clinics, and in our overall Behavioral Health efforts

OTHER AGENCY INVOLVEMENT:

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, primary health, and law enforcement, in addition to most other HHS divisions.

FINANCING:

State MHSA funds and Medi-Cal reimbursement. This position will be budgeted in Mental Health (045200) in the salaries and benefits object codes. No County General Funds.

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: 10/14/2014
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: 10/10/14

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ Date: 10-16-14

For Clerk's Use Only:
AGENDA NUMBER

19

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health Division

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Authorization to hire one full time Administrative Secretary I/II in the HHS Behavioral Health Division.

DEPARTMENTAL RECOMMENDATION:
Request your Board:

1. Find that consistent with the adopted Authorized Position Review Policy:
   a. the availability of funding for this requested Administrative Secretary I/II position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
   b. where internal candidates meet the qualifications for the position, the vacancy may be filled through an internal recruitment, however, if an internal recruitment fails, authorize an external recruitment; and
   c. approve the hiring of one full time Administrative Secretary I, Range 56 ($3,101- $3,764) or Administrative Secretary II, Range 60 ($3,403 - $4,133), contingent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
We are requesting this position to fill an upcoming vacancy due to the retirement of our Behavioral Health Administrative Secretary on December 31, 2014. The position being vacated is essential to the function of Behavioral Health. The Administrative Secretary position provides direct administrative support to the Behavioral Health Director; monitors approximately 50 contracts annually for Behavioral Health; tracks and reports key information to the State agencies; assists staff with the problem-solving around use of the electronic health record and tracks services authorizations; assists with the initiation of requisitions and processing of timesheets; and performs many other important administrative tasks.

ALTERNATIVES:
The Board could choose to not to allow Behavioral Health to hire this soon to be vacant position. As a result, we would be limited in our ability to achieve the outcomes that we have set forth in our MHSA plans, our clinics, and in our overall Behavioral Health efforts

OTHER AGENCY INVOLVEMENT:
Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, primary health, and law enforcement, in addition to most other HHS divisions.

FINANCING:
State MHSA funds and Medi-Cal reimbursement. This position will be budgeted in Mental Health (045200) in the salaries and benefits object codes. 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: _____ 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: 10/16/2014
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: 10/15/14

DEPARTMENT HEAD SIGNATURE: _____ Date: 10-15-14
(Not to be signed until all approvals are received)

For Clerk's Use Only:
AGENDA NUMBER

20

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Request for authorization to hire a full time Office Clerk I or II in the HHS Social Services Eligibility and Employment division.

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

1) the availability of funding for the requested position exists in the Social Services budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
2) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, conducted through the State Merit System's Cooperative Personnel Services; however, an internal recruitment conducted within the previous 90 days has resulted in no remaining candidates; authorize an external recruitment; and
3) approve the hiring of one Office Clerk I at Range 48 ($2,530-$3,067) or Office Clerk II at Range 50 ($2,642-$3,213) dependent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
We are requesting to fill a full time Office Clerk I or II position in the Employment and Eligibility Division, which recently became vacant. This position ensures smooth office operations in an office that regularly has a heavy volume of telephone and in person client contact. This position is the primary, first point of contact for persons seeking assistance in person or by telephone. In addition to handling the telephone and lobby traffic, the Office Clerk manages client schedules and office assignments for the Employment and Eligibility office. The position also provides support to the Integrated Case Workers in all areas of the office as well managing all regular clerical assignments. The Department is respectfully requesting permission to hire an Office Clerk I or II, dependent upon the qualifications, to fill the vacant position.

ALTERNATIVES:
Your Board could deny this request. This would impact our ability to ensure coverage of reception duties in the Bishop office, one of our most busy offices. It would also result in the reception duties being performed by higher-paid professional staff.

OTHER AGENCY INVOLVEMENT:
None

FINANCING:
Federal, State and Social Services realignment. This position is budgeted in Social Services (055800) in the Salaries and Benefits object codes. No County General Fund.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date: _____
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: 10/14/2014
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: 10/15/14

DEPARTMENT HEAD SIGNATURE: Jean Turner Date: 10-15-14
(Not to be signed until all approvals are received)

For Clerk's Use Only:
AGENDA NUMBER

21

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Employment and Eligibility

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Request to hire an Integrated Case Worker III in the HHS Employment and Eligibility Division.

DEPARTMENTAL RECOMMENDATION:

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

a. the availability of funding for the positions of an Integrated Case Worker III exists, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller;
b. where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through a closed departmental recruitment; and
c. approve the hiring of one Integrated Case Worker III (Range 67, $4,008-$4,865), dependent upon qualifications; and, if the hiring of the position results in a vacancy of an Integrated Case Worker II
d. approve the hiring of one Integrated Case Worker II (range 64, $3,735-$4,327) from an existing hiring list.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Our Department experienced a second Integrated Case Worker II vacancy in our Employment and Eligibility Division as of October 3, 2014. This second vacancy has allowed the Department to review the workload and structural needs of this very busy division. During the last year, the Department has worked to blend positions in an effort to support the efforts to redesign services throughout our County. This included restructuring one of our Human Services Supervisor positions, which was blended with our Site Coordinator position in Lone Pine. As part of this restructuring, the Department restructured the supervisory task of the position, shifting them to more general supervisory duties, such as those of our Tecopa Site Manager. This position no longer provides supervisory support to the technical aspects of the Employment and Eligibility Division, but is providing more site-specific supervision, as well as taking a lead in enhancing and further developing our job readiness training and other employment programs. The strengthening of our Employment Services is not only critical to meeting the needs of the clients served through the Division, but is also a critical component to providing supportive services to clients served through our other Divisions, as well as the AB 109 population.

This restructuring has resulted in the Division having only two Human Services Supervisors, who have the technical knowledge and skill base necessary to provide comprehensive supervisory support to the Integrated Case Worker staff. When vacancies exist in one of these positions, as is currently the situation, the level of risk for providing incorrect direction increases. In addition, established checks and balances necessary to ensure the integrity of the program are impacted. Altering the Authorized Strength of the Division by taking the most recent vacancy of an Integrated Case Worker II and changing the position to an Integrated Case Worker III, which is able to act in a lead role, would help to reduce these risks and increase our technical resources. This position would demonstrate a strong and thorough knowledge of the regulations and technical requirements of the various programs, including but not limited to Medi-Cal, Cal Fresh, CalWORKs, WIA, TANF and General Relief and would be a first contact

core services, they would also be responsible for taking a lead role in answering front line questions and providing training and support to new staff in learning the various program requirements. This would also free supervisory time to allow for increased quality control activities, as well as allow sufficient time to effectively address production and performance issues.

Therefore, the Department is respectfully requesting permission to alter the Authorized Strength in the Employment and Eligibility Division by deleting one Integrated Case Worker II and hiring one Integrated Case Worker III. Given that the qualifications required for an Integrated Case Worker III are of a nature that it is likely that an internal candidate who qualifies for the position is likely to result in a vacancy of an Integrated Case Worker II, the Department is also respectfully requesting that any resulting vacancy be hired from an existing hiring list.

ALTERNATIVES:

Your Board could choose to not alter the existing Authorized Strength and instead fill the vacancy as an Integrated Case Worker II, which would result in the regulatory and technical support remaining at its current level; or, your Board could choose to not allow HHS to fill this vacancy, which could result in overtime requirements for current ICWs and the possibility of increased error rates and audit exceptions, especially as HHS continues to implement the Affordable Care Act, as well as changes in Managed Medi-Cal.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Federal, State and Social Services Realignment. This position is budgeted in Social Services (055800) in the Salaries and Benefits object codes. No County General funds.

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: 10/14/2014 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: 10/10/14 Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 10-16-14

For Clerk's Use Only:
AGENDA NUMBER

22

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Appointment of Nominees in Lieu of Election- November 4, 2014 General Election

DEPARTMENTAL RECOMMENDATION:

CLERK-RECORDER – Elections – Request Board A) appoint the nominees listed on the *Clerk's Certificates*to the office of Director in the various special districts; B) appoint three qualified person to office, as indicated on the *Clerk's Certificate* for the Inyo Mono Conservation District, on or before November 20, 2014 (last regular meeting prior to the Monday before December 1st), the three remaining vacancies to be filled due to no declarations of candidacy being filed (requests for consideration of appointment received from BryAnna Vaughn, Ron Yribarren, Richard Moss and Jacob Doonan); and C) and note that the Clerk-Recorder/Registrar of Voters will issue the "*Certificate of Appointment and Oath of Office*" documents to the respective appointees.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

An election is scheduled for November 4, 2014 to elect directors in various special districts in Inyo County. California Elections Code Section 10515 provides for appointment by the Board of Supervisors if the number of persons filing a declaration of candidacy is equal to or less than the number of offices to be filled or when no person(s) filed a declaration of candidacy for any office.

The County Clerk-Recorder/Registrar of Voters submits *Clerk's Certificates* (attached) and requests that the Board of Supervisors appoint the nominees as listed. The County Clerk-Recorder/Registrar of Voters will issue the *"Certificate of Appointment In Lieu of Election and Oath of Office"* to each nominee. Each person so appointed shall take the official oath and execute any bond required by the principle Act of the district and take office at noon on the first Friday in December (December 5, 2014).

ALTERNATIVES: Not appoint Nominees in Lieu of Election, which would be contradictory to Elections Code §10515 and would result in **vacancies in the Districts.**

OTHER AGENCY INVOLVEMENT: Not applicable

FINANCING: No impact

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Margaret Kemp-Williams/g Approved: ✓ Date: 10/21/14
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) [signature] Date: 10/21/14

★CLERK'S CERTIFICATE★

GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2014 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2014. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Southern Inyo Healthcare District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **two** 4-year terms and **one** 2-year term.

3. The names of the persons submitting Declarations of Candidacy are:

   Andrew (Drew) Wickman – Zone 2 – 4-year **Richard Gering – Zone 4 – 4-year**

4. The number of vacancies remaining is: **One**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Andrew (Drew) Wickman – Zone 2 – 4-year **Richard Gering – Zone 4 – 4-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is **One** remaining vacancy to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 21st day of October, 20 14.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK INYO COUNTY, CALIFORNIA

★CLERK'S CERTIFICATE★

GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2014 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2014. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Northern Inyo County Local Hospital District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **two** 4-year terms

3. The names of the persons submitting Declarations of Candidacy are:

   M. C. Hubbard – Zone 5 – 4-year term Pete Watercott – Zone 3 – 4-year term

4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

M. C. Hubbard – Zone 5 – 4-year term Pete Watercott – Zone 3 – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT	FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**
None	

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 21st day of October, 2014.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK INYO COUNTY, CALIFORNIA

★CLERK'S CERTIFICATE★

GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2014 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2014. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Big Pine Unified School District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **two** 4-year terms,

3. The names of the persons submitting Declarations of Candidacy are:

   Marilyn Mann – 4-year

4. The number of vacancies remaining is: **One**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Marilyn Mann – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is **One** remaining vacancy to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT	FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**
None	

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 21st day of October, 2014.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK OF INYO COUNTY, CALIFORNIA

★ CLERK'S CERTIFICATE ★

GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2014 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2014. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Death Valley Unified School District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **three** 4-year terms

3. The names of the persons submitting Declarations of Candidacy are:

   Teresa Stevenson – 4-year **Debra Watterson – 4-year**
   Debbie Rios – 4-year

4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Teresa Stevenson – 4-year **Debra Watterson – 4-year**
Debbie Rios – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling the vacancy and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 21st day of October, 2014.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK OF INYO COUNTY, CALIFORNIA

★ CLERK'S CERTIFICATE ★

GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2014 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2014. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Owens Valley Unified School District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **three** 4-year terms

3. The names of the persons submitting Declarations of Candidacy are:

   Cecil E. Faircloth – 4-year **Betty Mull – 4-year**

   Norman Wilder II – 4-year

4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Cecil E. Faircloth – 4-year **Betty Mull – 4-year**

Norman Wilder II – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 21st day of October, 20 14.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK OF INYO COUNTY, CALIFORNIA

★ CLERK'S CERTIFICATE ★

GENERAL ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2014 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2014. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Inyo-Mono Resource Conservation District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **three** 4-year terms

3. The names of the persons submitting Declarations of Candidacy are:

   None

4. The number of vacancies remaining is: **Three**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

None

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are still **three** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
BryAnna Vaughan
Ron Yribarren
Richard Moss
Jacob Doonan

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS:

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 21st day of October, 2014.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK OF INYO COUNTY, CALIFORNIA

9/4/2014

I, Jacob Doonan, wish to join the Inyo-Mono R.C.D Board.

Jacob Doonan
89 Marble Creek Rd.
Bishop, CA 93514
jakedoonan@yahoo.com

BryAnna Vaughan
P.O. Box 623
Big Pine, CA 93513
September 9, 2014

Inyo County Board of Supervisors
c/o Michele Hartshorn
Inyo County Clerk/Recorder Office
Drawer F
Independence, CA 93526

Dear Inyo County Board of Supervisors:

I would like to express my interest in becoming a Board Member with Inyo-Mono Resource Conservation District (RCD) where I can use my skills to help the RCD reach its objectives.

I am a fifth generation Inyo County resident and a property owner in the town of Big Pine. I have a Bachelor of Science degree in Oceanography with a minor in Geology from Humboldt State University (HSU). While at HSU, I also obtained a certificate in GIS and have successfully completed all graduate-level courses in Environmental Systems, Geology program with a focus on Hydrology.

Since returning to Inyo County, I have worked as the Water Quality Coordinator for the Bishop Paiute Tribe for over 7 years. In this position I have gained extensive experience in water resource management and environmental regulation, both working with tribal and non-tribal environmental managers throughout the region.

Since 2012, I have also served as the Board President for the Big Pine Community Services District. In this time I have significantly increased my knowledge with regards to domestic water and sewer systems along with environmental regulations relating to those systems. In the past two years, the volunteer Board has managed to reduce costs significantly while continually upgrading infrastructure, updating policies, and creating community awareness of new regulatory standards and environmental conditions affecting the CSD operations.

In my "free time", I enjoy hiking, camping, dirt-biking, skiing, and snowboarding in and around the Eastern Sierra with my family. I am also an avid gardener who loves learning about plants native to the Owens Valley and surrounding areas.

Please accept this letter of interest as you consider filling the Inyo Mono RCD Board vacancy.

Sincerely,

BryAnna Vaughan

9-4-2014

I Ron Yribarren would like to

Remain on the RCD Board

INYO + MONO

Ron Yribarren
760-784-1037
cathyyribarren@gmail.com

Sept 4 2014

I wish to be on the

Inyo mono R.C.D. Board

Richard Mor

1049 Cinnamon Ranch Rd
Bishop Cal. 93514
760-933-2295

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
23

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Acceptance of the Bid of RB Development for the Lone Pine/Death Valley Airport - Automated Weather Observing System (AWOS AV) ("Project"); award of the construction contract to RB Development; Authorization of the Public Works Director to sign documents; and, Amendment of the Lone Pine/Death Valley Airport Improvements Budget.

DEPARTMENTAL RECOMMENDATIONS:

1. Accept the bid of RB Development for the Lone Pine/Death Valley Airport – Automated Weather Observing System (AWOS AV) ("Project") in the amount of $159,255.80 as the lowest responsive bid;
2. Award the Construction Contract for the project to RB Development of Big Bear City, California in the amount of $159,255.80;
3. Authorize the Board Chairperson to execute the Contract, contingent upon obtaining appropriate signatures; and contingent upon adoption of the fiscal year 2014/2015 budget;
4. Authorize the Public Works Director to execute all other Contract documents, including Contract Change Orders to the extent permitted by Public Contract Code Section 20142 and other applicable law; and,

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the August 26, 2014 meeting of the Board of Supervisors, the Board approved plans and specifications for the Lone Pine Airport – Automated Weather Observing System (AWOS AV) Project, and ratified Contract Amendment No. 2 with Wadell Engineering Inc., for the design and inspection of the project. Additionally, the Board authorized the Public Works Director to advertise the project for bids and, sign the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant agreement (provides funding for 90% of the total project costs for design and construction. The scope of work for the project consists of replacing the existing non-working AWOS system with a new AWOS AV unit.

On September 8, 2014, bids were opened for the Lone Pine Airport – Automated Weather Observing System (AWOS AV) Project. Two (2) bids were received for the project and are listed below:

RB Development, Big Bear City, CA	$159,255.80
Eldridge Electric & Sons, Inc., Bishop, CA	$169,686.00

The bids were reviewed by County Counsel and found to be responsive to the bid proposal requirements. The FAA grant agreement was signed by the Public Works Director and County Counsel on September 11, 2014, and returned to the FAA. The FAA grant agreement amount was $161,780.00 which represents the federal 90% share of the overall project cost of $179,756.00. If the Board approves the California Division of Aeronautics (CDA) state matching grant application resolution for the project, also on today's agenda, the Public Works Department will submit an application for a matching grant from the CDA for 5 percent of the federal grant amount, or $8,089.00. The County local match for remainder of the project cost is $9,887.00.

The FAA and CDA grants, if the Board approves the resolution to submit the CDA application, will reimburse the county for approximately 94.5 percent of the project cost. Therefore, because there is adequate funding for the project and the low bidder, RB Development, is responsive to the requirements of the bid proposal, the Public Works Department requests that the Board award the contract for the Lone Pine/Death Valley Airport – Automated Weather Observing System (AWOS AV) Project to RB Development in the amount of $159,255.80.

ALTERNATIVES: The Board could choose not to approve the construction contract for the Lone Pine/Death Valley Airport – Automated Weather Observing System (AWOS AV) Project. This is not recommended because the FAA grant is in place, and a functioning AWOS system at Lone Pine/Death Valley Airport is needed.

OTHER AGENCY INVOLVEMENT: The Auditor's Office to make payments to the contractor after the contract is awarded; County Counsel to review and approve the contract documents; and, the FAA and CDA to reimburse the county for the project costs.

FINANCING: The project is funded by the FAA's Airport Improvement Program (AIP), which will reimburse the county for 90 percent of the currently estimated total project cost of $179,756.00. If a state grant is approved CDA would then provide up to a 4.5 percent match ($8,089.00) of the project cost. The remaining 5.5 percent County match ($9,887.00) portion of the project cost will come from an $8,767.00 Operating Transfer in from Geothermal Funding and, from up to an $10,789.00 Operating Transfer in from the Lone Pine Airport operating budget to the Lone Pine Airport Improvement Projects Budget Unit 150502, Object Code 5700, Construction in Progress, and from in-kind contributions. The cost of the construction contract will be paid through Budget Unit 150502, Lone Pine Airport Improvement Projects, Object Code 5700, Construction in Progress.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Margaret Lemp-Williams	Approved: ✓ Date 10/21/14
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Amy Shepherd	Approved: ✓ Date 10/22/14
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: 10/22/14

CONTRACT
for
AUTOMATED WEATHER OBSERVING SYSTEM (AWOS AV), Lone Pine Airport

THIS CONTRACT is awarded by OWNER to CONTRACTOR on, and made and entered into effective as of _____, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter "OWNER"), and __RB Development_____ (hereinafter "CONTRACTOR"), for construction of the **AUTOMATED WEATHER OBSERVING SYSTEM (AWOS AV), Lone Pine Airport** (herein also "project"), which parties agree, for and in consideration of the mutual promises, as follows:

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

Title: **AUTOMATED WEATHER OBSERVING SYSTEM (AWOS AV), Lone Pine Airport**

2. For the performance of all such work, OWNER shall pay to CONTRACTOR the total amount bid by CONTRACTOR for said project:

One Hundred Fifty Nine Thousand, Two Hundred Fifty Five and 80/100 Dollars, ($ 159,255.80),__

adjusted by such increases or decreases as authorized in accordance with the contract documents, and payable at such times and upon such conditions as otherwise set forth in the contract documents.

3. CONTRACTOR and OWNER agree that this contract shall include and consist of (a) all of the provisions set forth expressly herein; (b) the bid proposal forms, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and (c) all of the other contract documents, all of which are incorporated herein and made a part of this contract by this reference, including without limitation, the bid package, the special provisions, including the appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

4. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Inyo County have been determined by the director of the State Department of Industrial Relations. These wage rates are available in the "General Prevailing Wage Determinations," available on the California Department of Industrial Relations website: www.dir.ca.gov. The current wage rates shown therein shall be the wage rates in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the Department of Industrial Relations are referenced, but not printed, in said General Prevailing Wage Determinations. Such rates of wages are also available at the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request.

5. The definition and meaning of the words used in this contract are the same as set forth in Section 10, "Definition of Terms," of the special provisions for this contract.

6. This contract, including the contract documents and all other documents which are incorporated herein by reference, constitutes the entire agreement between CONTRACTOR and OWNER with respect to the subject matter hereof.

C O N T R A C T
for
AUTOMATED WEATHER OBSERVING SYSTEM (AWOS AV),
Lone Pine Airport

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

OWNER

COUNTY OF INYO

By: _____

Name: _____

Title: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

CONTRACTOR

RB Development

By: _____

Name: _____

Title: _____

Dated: _____

Taxpayer's Identification or Social Security Number:

_____

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
24

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Approve Amendment No. 1 to the Contract for the construction of the CSA No. 2 Sewer Rehabilitation Project

DEPARTMENTAL RECOMMENDATIONS:

1. Request the Board approve Amendment No. 1 to the Contract with White Rock Construction, Inc. of Gardnerville, Nevada in the amount not to exceed $36,727.10 for the CSA#2 Sewer Rehabilitation Project in the community of Aspendell, increasing the total current Contract amount from $276,893.60 to $313,620.70; and,
2. Authorize the chairperson to execute Amendment No. 1 to the Contract, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On July 8, 2014, the Board awarded the construction contract for the CSA No. 2 Sewer Rehabilitation Project, in the community of Aspendell, to White Rock Construction, Inc. of Gardnerville, Nevada, in the amount of $264,910.00. After construction began, a Change Order in the amount of $11,983.60 was approved to pay for construction surveying, replacement of a storm drain pipe in Columbine Drive, and additional work required to construct a new sewer Manhole. This resulted in the current contract amount of $276,893.60.

This Amendment No. 1, to provide an additional $36,727.10 to increase the contract dollar amount to $313,620.70, is for: a.) Additional project construction costs related to additional sewer pipe installation; b.) 4 additional sewer cleanouts; c.) Removal and disposal of 2 additional sewer manholes; d.) Additional sewer lateral reconnection to new main; e.) 4 additional sewer main connections; and, f.) The County portion for reconstructing failed portions of pavement in Columbine Drive. Construction of the new sewer pipe in Columbine Drive encountered a great many large boulders which had to be removed. Doing so created a very wide trench in many areas. The resulting remaining pavement in Columbine Drive was in poor condition and after conferring with the Road Department Superintendent direction was given to remove and replace these bad pavement areas adjacent to the new work. The County portion for cost of this new pavement work amounted to $30,955.03. This amount will be billed to the Road Department budget.

ALTERNATIVES:

The Board could choose not to approve this Contract Amendment No. 1 for the CSA No. 2 Sewer Rehabilitation Project and the Road Dept. Budget Appropriation. This is not recommended as this Amendment No. 1 will provide a better finished project. The Road Department Budget Appropriation will provide for much needed paving improvements on Columbine Drive, a County maintained road.

OTHER DEPARTMENT/AGENCY INVOLVEMENT:

Auditor's Office for Project progress payments and Budget Amendment; County Counsel to review and approve the Agenda Request Form and Contract Amendment No. 1 document.

FINANCING:

The funds for this project are in the current Public Works FY 2014/2015 Budget Unit 810001, Object Code 5700 – Construction in Progress.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Margaret Kemp-Williams Approved: ✓ Date 10/21/14
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Amy Shepherd Approved: ✓ Date 10/22/14
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 _____

CAO / BUDGET OFFICER SIGNATURE:

N/A _____ Date: _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 10/22/14

AMENDMENT No. 1
TO
CONTRACT BETWEEN THE COUNTY OF INYO AND
White Rock Construction, Inc.
FOR THE PROVISION OF CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and White Rock Construction, Inc. of Gardnerville, NV (hereinafter referred to as "Contractor"), have entered into a contract for the CSA No. 2 Sewer Rehabilitation Project in the community of Aspendell, dated July 15, 2014, a standard Inyo County Public Works Contract, entitled "CONTRACT For the CSA #2 SEWER REHABILITATION PROJECT."

WHEREAS, such Contract 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 Contract, and attached to the original Contract to maintain continuity.

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

County and Contractor hereby amend such Contract as follows at paragraph 2:

Increase the amount of the Contract, as modified by Change Order, by $36,727.10, for a total contract amount of $313,620.70.

The effective date of this amendment to the Contract is October 28, 2014.

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

AMENDMENT No. 1
TO
CONTRACT BETWEEN THE COUNTY OF INYO AND
White Rock Construction, Inc.
FOR THE PROVISION OF CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 28th DAY OF October, 2014.

COUNTY OF INYO

By: _____

Date: _____

CONTRACTOR
White Rock Construction, Inc.

By: _____

Date: _____

Taxpayer's Identification Number:
33-0994575

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

N/A
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

N/A
County Risk Manager

For Clerk's Use Only:
AGENDA NUMBER
25

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Inyo National Forest Plan Update/Revision and Eastern Sierra Recreation Collaborative

RECOMMENDATION: Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and the Eastern Sierra Recreation Collaborative, and provide input.

SUMMARY DISCUSSION: The Inyo National Forest (INF) is working on updating the INF Plan.[1] Staff is working with Forest Service staff in developing the Plan, and will report on recent activities. Input from the Board is requested to guide staff in future coordination efforts with Forest Service staff.

The Eastern Sierra Recreation Collaborative (ESRC) has been working to support regional recreation opportunities.[2] A public meeting took place on October 14 at Cerro Coso College in Bishop, and another public meeting is scheduled on October 28 in Big Pine at the Town Hall from 5:30 to 8:30 p.m. Additional meetings are planned for June Lake on October 30 and Bishop on November 12.

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; Town of Mammoth Lakes and City of Bishop; other interested persons and organizations.

FINANCING: General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

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.)*
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

1 Refer to http://inyoplanning.org/InyoNationalForest.htm for more information about the County's participation in the Plan Update/Revision.
2 Refer to http://eastsierrarec.org/ for more information regarding the ESRC.

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

_____ Date: 10-22-14

For Clerk's Use Only:
AGENDA NUMBER

26

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Naming the new Agricultural Department Maintenance Building after George Milovich

DEPARTMENTAL RECOMMENDATION: - Request Board consider the request from Mr. Nate Reade, Inyo-Mono Agricultural Commissioner, to have the new Agricultural Department Maintenance Building located at 218 Wye Road in Bishop, California, named for George L. Milovich, the retired Inyo-Mono Agricultural Commissioner, per the County of Inyo's "Policy for Naming and Placing Commemorative Plaques on the County of Inyo Facilities/Buildings," (unanimous vote required); and provide direction to staff, as appropriate.

SUMMARY DISCUSSION: - The Board received the request from the Inyo-Mono Agricultural Commissioner to have the new Agricultural Maintenance Building in Bishop named for retired Inyo-Mono Agricultural Commissioner, George L. Milovich, who served as the Inyo-Mono Agricultural Commissioner from 1997 to 2013. This request is being presented to your Board per the policy for discussion and direction on how to proceed.

ALTERNATIVES: - Staff awaits your Board's direction.

OTHER AGENCY INVOLVEMENT: - N/A

FINANCING: - Per the policy (Section I-6. the costs associated with this request should be covered by the Applicant.

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

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

Counties of Inyo & Mono

Nathan D. Reade
Agricultural Commissioner
Director of Weights and Measures
207 W. South Street, Bishop, CA 93514
Telephone – (760) 873-7860 Fax – (760) 872-1610
Email – inyomonoag@gmail.com Web - www.inyomonoagriculture.com

October 17, 2014

Mr. Kevin Carunchio, Clerk of the Board
Inyo County
PO Box N
Independence, CA 93526

Dear Mr. Carunchio,

In accordance with the Inyo County Policy for Naming and Placing Commemorative Plaques on County of Inyo Facilities/Buildings, I would like to submit the following request to name the newly constructed Inyo/Mono Counties Agricultural Maintenance Facility located at 218 Wye Road in Bishop after former Agricultural Commissioner George L. Milovich.

Mr. Milovich was employed in our county agricultural department for 37 years, and served as Inyo and Mono Counties' Agricultural Commissioner from 1997 until 2013. It was during the time that George served as agricultural commissioner that the trust to construct the Agriculture Maintenance Facility was created, and most funds used in the building construction were accumulated under Mr. Milovich's purview. As Mr. Milovich's planning and foresight is the primary reason for the eventual construction of this facility, I feel it is appropriate to memorialize his contributions to Inyo and Mono Counties through the naming of the building in his honor.

Attached you will find three letters in support of this proposal. The Inyo and Mono Counties Agricultural Commissioner's Office has already included the cost of a plaque for this facility, and thus no additional expenses should be created if this request is approved. If I can answer any questions related to this application, please feel free to contact my office.

Thanks,

Nathan Reade, Agricultural Commissioner
Inyo/Mono Counties Agriculture Department

October 20, 2014

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

Dear Honorable Board Members,
I am writing this letter in support of naming the new County Agriculture Building located at 218 Wye Road in Bishop after retired Agricultural Commissioner George L. Milovich. Having been born and raised here in the Eastern Sierras (fourth generation), a practicing Veterinarian for the past 39 years, running our family cattle ranch and having served as a past President of the California Cattlemen's Association I have had the pleasure of working with George on a number of issues regarding Agriculture.

I know first-hand that George has been a huge asset to all the Farmers and Ranchers in Inyo and Mono Counties and has worked hard on a numbers of issues at the State and Local level. I appreciate this opportunity to give back to George for all he has done during his service as Inyo and Mono Counties Agricultural Commissioner.

Sincerely,
Thomas J. Talbot DVM
Thomas Talbot, D.V.M.

October 17, 2014

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

Honorable Board Members,

I would like to express my support of the County Agriculture Department's proposal to name the newly constructed building located on 218 Wye Road in Bishop after Mr. George Milovich. George not only provided the foresight and planning the lead to the construction of this facility, but also worked in service of our local agriculture industry for decades, helping to protect our local industry and rural way of life. Thank you for the opportunity to express my support.

Gary Giacomini
100 Warm Springs Road
Bishop, CA 93514

October 20, 2014

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

Honorable Board Members,
We support the County Agriculture Departments proposal to name the new Agriculture Building at 218 Wye Road in Bishop after George Milovich. He has been always supportive of our garlic operation and the extra attention to our needs.

Sincerely, Yvonne Beaver
William L. Beaver

WML & Yvonne Beaver

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the *5th* day of ***February, 2002,*** an order was duly made and entered as follows:

CAO/Policy on Placement of Plaques on and Naming of County Facilities	The County Administrator presented the proposed policy establishing the criteria for evaluating requests for naming or placing plaques on County owned facilities. The Board took a few moments to review the policy. The Board and Mr. Mendez discussed the policy, with the County Administrator explaining that there are several requests which may be forthcoming regarding the naming or placement of plaques at the Bishop Airport. Supervisor Dorame asked that under Section II, No. 2., the word "and" be replaced by "and/or." Additionally the County Administrator indicated that the word commemorate in Sections IV and V should be changed to commemorative. Moved by Supervisor Bear and seconded by Supervisor Dorame to accept and approve the policy, as amended, setting the criteria for evaluating requests for naming or placing plaques on County owned facilities. Motion carried unanimously, with Supervisor Hambleton absent.

WITNESS my hand and the seal of said Board this 5th

Day of ***FEBRUARY*** *__* ***2002***

RENÉ L. MENDEZ
Clerk of the Board of Supervisors

By Patricia Gunsolley

Patricia Gunsolley, Assistant

Routing

CC
Purchasing
Personnel
Auditor
CAO
Other Dept. Heads – Admin. Manual
DATE: February 13, 2002

ADMINISTRATIVE MANUAL

POLICY
FOR NAMING AND PLACING COMMEMORATIVE PLAQUES ON COUNTY OF INYO FACILITIES/BUILDINGS

PURPOSE:

The purpose of this policy is to set the criteria for evaluating requests to name or place plaques on County facilities/buildings.

IMPLEMENTATION:

Section I: Information needed in Request

All requests to the Board of Supervisors for naming or placing commemorative plaques on or by County facilities/buildings must include:

1. Reason(s) for request.
2. Description of circumstances surrounding the request.
3. Brief profile of the nominee.
4. A minimum of three written endorsements in support of the request.
5. The location of the facility proposed for naming or placement of a commemorative plaque.
6. A commitment from the applicant that they will cover all the costs resulting from the request.

Section II: Criteria for Evaluating Request

In evaluating the request the County will give consideration and recognition to individuals/organizations, which have:

1. Demonstrated social and moral responsibility and exemplary actions that inspire others.
2. Made significant contributions of time, talent and/or financial support to an important part of the County's, State's and/or Country's history.
3. Had major historical significance.

Section III: Criteria for Denying Request

The County will deny any request that:

1. Carries as a condition the brand name, corporate name or family name of a fire arm, alcohol or tobacco product; or is capable of confusion with a trade mark, copyright, brand name or existing landmark, without proper consent of the lawful owners of same;

2. Are deemed to be in poor taste; and

3. That does not meet the conditions expressed under Section II.

In addition for requests to name a County facility/building only, no:

1. County facility/building shall be named after a private individual unless that individual contributed a majority of the funding that was used to construct the facility or acquire the land upon which the building is situated; and

2. County facility/building shall be named for a public officer while the official remains in public office.

Section IV: Process for Placement of Request on Board of Supervisors Agenda

In order to initiate the process for naming or placing a commemorative plaque on a County facility/building:

1. An applicant needs to submit a letter to the Clerk to the Board of Supervisors that explains the request by answering the questions in Section I and asked to be placed on the Board's Agenda. The letter should include the address and phone number of where the applicant can be reached; and

2. Upon receiving the letter the Clerk to the Board of Supervisors will schedule the request on the Board of Supervisors Agenda within six (6) weeks and contact the applicant with the time and date.

Section V: Approval by the Board of Supervisors

1. All requests will be placed on the Board of Supervisors Agenda for approval per Section IV.

2. Staff will provide a recommendation to the Board on any request.

3. Any request for naming and/or placing a commemorative plaque on a County facility/building will require a 4/5 vote approval by the Board of Supervisors.

4. Generally, a facility shall not be named after a public official or private individual unless that person is deceased. A decision to name a facility after a public official or private individual when not deceased shall require a unanimous vote of approval by the Board of Supervisors.

For Clerk's Use Only:
AGENDA NUMBER

27

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☒ Public Hearing
☒ Scheduled Time for 1:30 p.m. ☐ Closed Session ☐ Informational

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: **October 28, 2014**

SUBJECT: Proposed Ordinance implementing a fee schedule for Inyo County Growing Older Living with Dignity (IC-GOLD) Meals and In Home Services

DEPARTMENTAL RECOMMENDATION:
Request that your Board: 1) Conduct a public hearing on a proposed ordinance entitled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Implementing Inyo County GOLD Service Fees"; 2) Waive the first reading of the proposed ordinance; and 3) Schedule enactment of the ordinance for 1:30 p.m., Tuesday, November 4, 2014, in the Board of Supervisors Room, County Administrative Center, Independence, California.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The Inyo County Growing Older Living with Dignity (IC-GOLD) is a County General Fund program that currently offers in-home programs (Homemaker and Personal Care) to the senior population. Additionally IC-GOLD supplements the Eastern Sierra Area Agency on Aging (ESAAA) meal program by providing meals above what the State and Federal Allocations pay for. Having these programs under IC-GOLD allows your Board to approve a fee schedule to allow us to bill clients for these services and receive income to offset the actual expenditures of these programs.

The proposed ordinance sets forth fee schedules for IC-GOLD congregate meals, home delivered meals, and in-home services. The ordinance also sets a sliding fee scale for home delivered meals and in-home services for recipients who have income at or below 150% of the Federal Poverty Guidelines. The purpose of the fee is to offset actual General Fund costs of operating these programs as a supplement to the ESAAA program. Therefore, the ordinance requires that the fees be adjusted annually based on costs from the prior fiscal year. The sliding fee scale for low-income applicants will also be adjusted annually to the updated Federal Poverty Guidelines.

ALTERNATIVES:
Your Board could choose not to move forward with the Ordinance, and the IC-GOLD program would not have the ability to recoup funding for the services being provided.

OTHER AGENCY INVOLVEMENT:
None

FINANCING:

General Funds and client payments. The additional revenue would be budgeted in IC-GOLD (056100) in Other Current Charges (4825).

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date: 9/22/14
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: 9/24/14
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: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 10-15-14

ORDINANCE NO. _____
AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
IMPLEMENTING FEES FOR
INYO COUNTY-GROWING OLDER, LIVING WITH DIGNITY (IC-GOLD) PROGRAM

The Board of Supervisors of Inyo County ordains as follows:

Section I: INTENT

Recent reductions in state and federal funding, along with the increasing numbers of residents aged sixty (60) and above, have caused challenges in maintaining historical levels of service to our local aging population. It is the intent of the Inyo County Board of Supervisors to maintain the highest possible level of service to this population through various alternatives, including the setting of fees for certain services funded by Inyo County through IC-GOLD.

Section II: FEES

The fees which will be charged to an individual for the designated Service are set forth in the following Fee Schedule for Inyo County-Growing Older, Living with Dignity (IC-GOLD) services. The fees schedule will be adjusted annually based on actual costs of services during the prior fiscal year.

Fees for IC-GOLD Home Delivered Meals and In-Home Services shall be paid by the recipient six weeks in advance in order to allow time for IC-GOLD staff to transition recipients as needed. If, due to unforeseen circumstances, the recipient is removed from his or her home (e.g. hospitalization) and the recipient requires fewer home delivered meals or in-home services than were originally ordered for the month, the recipient will receive an offsetting credit to the next month's bill. Any other request to reduce meals will not result in a refund of the pre-paid fees unless notice of the change is provided to IC-GOLD designated staff at least one week in advance.

Congregate Meals:

The Eastern Sierra Area on Aging [ESAAA] will provide five (5) meals per week at congregate meal sites in Inyo County, however, all five (5) meals will not necessarily occur at the same site. IC-GOLD will provide meals at congregate sites on the weekdays that ESAAA does not provide meals.

Individuals aged 60 and older shall pay in advance $5.00 for a meal on days that IC-GOLD provides meals at congregate meal sites in Inyo County. Alternatively, they may seek meal service provided by ESAAA at another congregate site.

All other individuals participating in meal service at an Inyo County congregate site shall pay in advance $9.00 per meal.

No sliding fee schedule shall apply to meals served at congregate sites on days the meals are provided by IC-GOLD. Congregate meal fees shall be adjusted annually based on actual costs of the prior fiscal year and Federal Poverty Guidelines.

Home-Delivered Meals:

For the duration of the time Inyo County residents, aged 60 and older, are not able to participate in a congregate meal program and are on an ESAAA wait list for home- delivered meals, as determined by IC-GOLD designated staff, they shall pay six weeks in advance $9.00 per home-delivered meal. The fee shall be based on actual meal cost and shall be adjusted annually based on actual meal costs from the prior fiscal year. A sliding fee schedule may be used, and adjusted annually, according to Federal Poverty Guidelines (FPG). Home-delivered meal participants' fees may be adjusted as follows:

INCOME LEVEL	FEE PER MEAL
Above 150% of FPG	$9.00
136%-150% of FPG	7.00
126%-135% of FPG	5.00
101%-125% of FPG	3.00
100% of FPG or lower	1.00

In-Home Services:

Inyo County residents, aged 60 and older, may receive certain in-home homemaker and/or personal care. Such residents shall first be screened for all other in-home programs and shall receive IC-GOLD In-Home Services as a last resort. Eligible recipients may receive up to two hours per week of IC-GOLD In Home Services, based on the initial assessment of need as determined by ICGOLD designated staff, and shall pay six weeks in advance at a rate of $25.00 per hour at intake. A sliding fee schedule may be used, and adjusted annually, according to Federal Poverty Guidelines (FPG). IC-GOLD In-Home Services participants' fees may be adjusted as follows:

INCOME LEVEL	FEE PER HOUR OF IN-HOME SERVICE
Above 150% of FPG	$ 25.00
136%-150% of FPG	20.00
126%-135% of FPG	15.00
101%-125% of FPG	10.00
100% of FPG or lower	5.00

Section IV: ORDINANCE EFFECTIVE DATE

This ordinance shall take effect and shall be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen days from the adoption hereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the board is hereby instructed and ordered to so publish a summary of this ordinance together with the names of the Board voting for and against same.

PASSED AND ADOPTED this _____ day of _____ 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Richard Pucci, Chairman
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio, Clerk of the Board

By: _____
Pat Gunsolley, Assistant Clerk of the Board

Poverty Guidelines for Older Americans Act and Older Californians Act Programs

Updated: March 2014

The purpose of this document is to provide a convenient place for Area Agencies on Aging (AAA) and their service providers to find information on poverty guidelines for Older Americans Act programs. Various programs use the guidelines for eligibility criteria, targeting, and or/reporting purposes. Tables A, B, C, D and E, along with the Individual Program Eligibility criteria, provide the most current poverty guidelines available. It is the AAA's responsibility to implement program eligibility criteria updates in accordance with the information provided.

The Federal Poverty Guidelines (FPG) are updated periodically in the Federal Register by the United States Department of Health and Human Services (HHS), under the authority of 42 U.S.C. 9902(2). On January 22, 2014, HHS published the new 2014 poverty guidelines.

Please provide these eligibility, reporting, and targeting requirements to the applicable service providers to ensure program compliance. Inquiries may be directed to the CDA Data Team at DataTeam.Reports@aging.ca.gov.

2014 HHS Federal Poverty Guidelines (FPG)

Persons in Family or Household	48 Contiguous States and D.C.	Alaska	Hawaii
1	$11,670	$14,580	$13,420
2	15,730	19,660	18,090
3	19,790	24,740	22,760
4	23,850	29,820	27,430
5	27,910	34,900	32,100
6	31,970	39,980	36,770
7	36,030	45,060	41,440
8	40,090	50,140	46,110
For each additional person, add	$4,060	$5,080	$4,670

SOURCE: *Federal Register*, Vol.79, No.14, January 22, 2014, pp. 3593-3594
http://www.gpo.gov/fdsys/pkg/FR-2014-01-22/pdf/2014-01303.pdf

Program Table

TABLE - A

PROGRAM	DEFINITION	PURPOSE	REFERENCE	ANNUAL AMOUNT FOR INDIVIDUAL	MONTHLY AMOUNT FOR INDIVIDUAL	ANNUAL AMOUNT FOR COUPLE	MONTHLY AMOUNT FOR COUPLE	LAST UPDATE
Title III OAA	100% FPG	Targeting & Reporting	OAA, Title I Sec. 102(a)(23); CCR, Title 22, Sec. 7310(a)(1)	$11,670	$973	$15,730	$1,311	Jan 2014
Title V SCSEP	125% FPG	Eligibility & Reporting	OAA, Title V Sec. 518(a)(3)(A)	$14,588	$1,216	$19,663	$1,639	Jan 2014
HICAP								

*Monthly amount may not total yearly amount due to rounding.

Older Americans Act (OAA) Title III Programs shall use the Federal Poverty Guidelines (FPG) for targeting and reporting purposes. These programs do not have income eligibility requirements for participation. The AAAs shall consider the needs of individuals at or below 100 percent of the FPG in targeting services. Services shall be targeted to those with the greatest social and economic need with particular attention to low-income minority individuals, as set forth in the California Code of Regulations (CCR), Title 22, Division 1.8, Chapter 3, Article 3, Section 7310. See FPG Table B.

Senior Community Service Employment Program (SCSEP) Title V shall use 125 percent of the FPG for eligibility criteria and reporting purposes. For additional information, refer to the United States Department of Labor, Employment and Training Administration Advisory System at http://www.doleta.gov/seniors. The Department of Labor FPG rates were adjusted per the Training and Employment Guidance Letter No. 11-13, February 5, 2014, located at http://wdr.doleta.gov/directives/attach/TEGL/TEGL_11_13.pdf. See FPG Table C.

Health Insurance Counseling and Advocacy Program (HICAP) provides federal poverty level (FPL) information to beneficiaries and their representatives for referral and assistance to other programs, as needed.

Percent of 2014 Federal Poverty Guideline (FPG) Tables

(Poverty levels at 100%, 125%, 135%, and 150%)

TABLE - B	
2014 POVERTY GUIDELINES	
PERSONS IN FAMILY UNIT	POVERTY GUIDELINE at 100%
1	$11,670
2	15,730
3	19,790
4	23,850
5	27,910
6	31,970
7	36,030
8	40,090
For family units with more than 8 persons, add $4,060 for each additional person.	

TABLE - C	
2014 POVERTY GUIDELINES	
PERSONS IN FAMILY UNIT	POVERTY GUIDELINE at 125%
1	$14,588
2	19,663
3	24,738
4	29,813
5	34,888
6	39,963
7	45,038
8	50,113
For family units with more than 8 persons, add $5,075 for each additional person.	

TABLE - D	
2014 POVERTY GUIDELINES	
PERSONS IN FAMILY UNIT	POVERTY GUIDELINE at 135%
1	$15,755
2	21,236
3	26,717
4	32,198
5	37,679
6	43,160
7	48,641
8	54,122
For family units with more than 8 persons, add $5,481 for each additional person.	

TABLE - E	
2014 POVERTY GUIDELINES	
PERSONS IN FAMILY UNIT	POVERTY GUIDELINE at 150%
1	$17,505
2	23,595
3	29,685
4	35,775
5	41,865
6	47,955
7	54,045
8	60,135
For family units with more than 8 persons, add $6,090 for each additional person.	

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: Nathan D. Reade, Agricultural Commissioner

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Device Registration Fee Workshop

DEPARTMENTAL RECOMMENDATION:

Receive a presentation outlining the Weights & Measures Department's Device Registration Fee and provide guidance regarding potential future public hearings to alter these fees.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The California Business and Professions Code 12240 provides an allowable range of fees for the purposes of county cost recovery while carrying out weights and measures inspections. Fees are set from within this range through ordinance by the County Board of Supervisors in each county. This workshop will explain the authority to charge device registration fees, current rates of cost reimbursement, and seek to gather input from your board on current reimbursement rates and the potential for future hearings to adjust rates.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

FINANCING:

This item is only a workshop, and will not directly result in actions that may have fiscal impacts.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____Date: 9-22-14

For Clerk's Use Only:
AGENDA NUMBER

31

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☒ Informational

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Treasury Status Report for the Quarter Ending September 30, 2014

DEPARTMENTAL RECOMMENDATION: Review Report and direct questions to the County Treasurer.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Report is provided pursuant to the provisions of Sections 16481.2 and 53646(b) of the Government Code. The primary purposes of the Report are to disclose the following: the investments and deposits of the treasury; the cost basis and market values of investments; compliance to the County Treasury Investment Policy; The weighted average maturity of the investments; and, the projected ability of the Treasury to meet the expected expenditure requirements of the Treasury's pooled participants for the next six months.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: Pursuant to Section 16481.2(a) of the Government Code, which is optional, copies of quarterly reports are sent to members of the County Treasury Oversight Committee. Pursuant to Section 53646(g) of the Government Code, which is also optional, copies of the reports as of December 31st and June 30th are forwarded to the California Debt and Investment Advisory Commission. Copies of all quarterly Treasury reports are available to Treasury participants.

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE: Alisha McMurtrie Date: October 15, 2014
Alisha McMurtrie, Treasurer-Tax Collector

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX

ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: September 30, 2014
DATE: October 15, 2014

The following status report of the County Treasury as of September 30, 2014 is provided pursuant to the provisions of Sections 16481.2 and 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from Union Bank reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 849 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's OPEB investment with PARS balance as of:8/31/2014 was $5,158762.46 (Principal: $3,750,000.00 + Interest: $1,447,734.48 - Fees:$38,972.02)

C: Ms. Amy Shepherd, Inyo County Auditor-Controller
Mr. Tom Hardy, Inyo County District Attorney
Mr. Bill Lutz, Inyo County Sheriff
Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION
DATE: 9-30-14

AUDITOR'S BALANCES

Balance Forward - Cash in Treasury		$119,984,753.19
Plus: Auditor Adjustments Payroll		
Deposit Authorizations		$646,273.63
Less: Co. Checks Pd	09/29/14	(150,088.93)
Auditor JE# to adjust		
Outgoing Electronic Wires		-$1,708,113.70 ICOE Payroll
		-$35,179.06 Chrtr-La Ed Corp Fed Tax
		-$63,369.91 ICOE State Tax
		-$355,205.58 ICOE Fed Tax
		-$21,582.81 Chrtr-Yth Bld St Tax
		-$117,019.80 Chrtr-Yth Bld Fed Tax
		-$1,099.45 Chrtr-Yth Bld Cen St Tax
		-$1,392.46 Chrtr-Coll Bridge St Tax
		-$5,028.08 Chrtr-The Ed Corp St Tax

Ending "Claim on Cash in Treasury" $118,172,947.04

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TREASURER'S BALANCE:

Cash on Hand:	Vault	$7,975.00
	Drawer	$357.56
Bank Deposits on Hand:		

BANK ACCOUNTS:

Union Bank - General Account.	$7,699,811.73
El Dorado - General Account	$5,659.00

INVESTMENTS;

		% Invested	
		Agency	*Limit*
Local Agency Investment Fund	$50,000,000.00		
UBS Money Market	$6,000,000.00	*5.08%*	of 10.00%
Federal Agencies	$ 40,483,850.00	*34.26%*	of 100.00%
CD	$0.00	*0.00%*	of 30.00%
Treasury Bill	$0.00	*0.00%*	of 100.00%
Commercial Paper	$ 13,975,293.75	*11.83%*	of 15.00%

TOTAL TREASURY BALANCE: $118,172,947.04

Difference: (Treasury SHORT or OVER) $0.00

Explanation of Difference:

NOTES

Investments Maturing Over 1 Year $ 40,483,850.00 *34.26%* of 35.00%

Prepared By: MP

Sept30'14.xlsmAud Treas Daily Reconcil

UnionBank®

Holdings - Reporting as of Trade Date

Account: 6736305280 - COUNTY OF INYO

As of: 30-Sep-2014

Asset Type	Asset Short Name	Maturity Date	CUSIP	Shares/Units	Cost Basis	Market Value	S&P Rating	Moody's Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income
Cash & Cash Equivalents	ABBEY NATL NA LLC DC/P 1/05/15	05-Jan-2015	0027A1N54	3,000,000.0000	$2,993,925.00 USD	$2,998,170.00 USD			$4,245.00 USD	0.273%	$8,182.20 USD
Cash & Cash Equivalents	MUFG UNION BANK DC/P 2/10/15	10-Feb-2015	62478YPA0	1,500,000.0000	$1,498,743.75 USD	$1,498,620.00 USD			($123.75) USD	0.151%	$2,269.96 USD
Cash & Cash Equivalents	ABBEY NATL NA LLC DC/P 2/19/15	19-Feb-2015	0027A1PK9	3,000,000.0000	$2,994,000.00 USD	$2,997,060.00 USD			$3,060.00 USD	0.304%	$9,125.00 USD
Cash & Cash Equivalents	ABBEY NATL NA LLC DC/P 3/27/15	27-Mar-2015	0027A1QT9	6,500,000.0000	$6,488,625.00 USD	$6,491,030.00 USD			$2,405.00 USD	0.303%	$19,677.13 USD
Government Obligations	FNMA NTS 0.500% 5/20/16	20-May-2016	3135G0XH1	1,500,000.0000	$1,500,000.00 USD	$1,500,465.00 USD	AA+	AAA	$465.00 USD	0.500%	$7,500.00 USD
Government Obligations	FFCB BDS 0.620% 10/24/16	24-Oct-2016	3133EA5V6	4,000,000.0000	$4,000,000.00 USD	$3,973,960.00 USD			($26,040.00) USD	0.624%	$24,800.00 USD
Government Obligations	FHLMC MTN S/U 0.500% 12/23/16	23-Dec-2016	3134G4NU8	3,000,000.0000	$2,999,400.00 USD	$2,999,340.00 USD	AA+	AAA	($60.00) USD	0.500%	$15,000.00 USD
Government Obligations	FHLMC MTN 0.850% 12/27/16	27-Dec-2016	3134G4AB4	3,000,000.0000	$3,000,000.00 USD	$2,994,840.00 USD	AA+	AAA	($5,160.00) USD	0.851%	$25,500.00 USD
Government Obligations	FHLB BDS 0.750% 6/13/17	13-Jun-2017	313383AP6	3,000,000.0000	$3,000,000.00 USD	$2,979,390.00 USD			($20,610.00) USD	0.755%	$22,500.00 USD
Government Obligations	FNMA NTS 1.050% 8/15/17	15-Aug-2017	3136G23G0	3,000,000.0000	$3,000,000.00 USD	$2,989,440.00 USD	AA+	AAA	($10,560.00) USD	1.054%	$31,500.00 USD
Government Obligations	FNMA NTS S/U 0.700% 12/13/17	13-Dec-2017	3136G07A3	3,000,000.0000	$3,000,000.00 USD	$2,983,020.00 USD	AA+	AAA	($16,980.00) USD	0.704%	$21,000.00 USD
Government Obligations	FFCB BDS 0.900% 12/26/17	26-Dec-2017	3133ECB45	5,000,000.0000	$4,997,500.00 USD	$4,963,450.00 USD			($34,050.00) USD	0.907%	$45,000.00 USD
Government Obligations	FHLB BDS 1.250% 1/09/18	09-Jan-2018	3130A0GC8	4,000,000.0000	$3,997,000.00 USD	$3,982,920.00 USD	AA+	AAA	($14,080.00) USD	1.255%	$50,000.00 USD
Government Obligations	FNMA NT 1.300% 2/22/18	22-Feb-2018	3136G23M7	2,000,000.0000	$2,000,000.00 USD	$1,995,040.00 USD	AA+	AAA	($4,960.00) USD	1.303%	$26,000.00 USD
Government Obligations	FHLB BDS S/U 0.750% 4/30/18	30-Apr-2018	313382RQ8	3,000,000.0000	$3,000,000.00 USD	$2,985,150.00 USD	AA+		($14,850.00) USD	0.754%	$22,500.00 USD
Government Obligations	FHLB BDS 1.250% 6/27/18	27-Jun-2018	313383JQ5	3,000,000.0000	$3,000,000.00 USD	$2,964,690.00 USD			($35,310.00) USD	1.265%	$37,500.00 USD
Government Obligations	FNMA NTS 1.625% 11/27/18	27-Nov-2018	3135G0YT4	3,000,000.0000	$2,989,950.00 USD	$2,993,790.00 USD	AA+	AAA	$3,840.00 USD	1.628%	$48,750.00 USD
Subtotals											
Cash & Cash Equivalents					$13,975,293.75 USD	$13,984,880.00 USD			$9,586.25 USD		$39,254.29 USD
Government Obligations					$40,483,850.00 USD	$40,305,495.00 USD			($178,355.00) USD		$377,550.00 USD
Total					**$54,459,143.75 USD**	**$54,290,375.00 USD**			**($168,768.75) USD**		**$416,804.29 USD**

Inyo County Treasurer's Report
Weighted Average Maturity

Maturity Date	# of Days to Maturity	$ Amount of Security
1/5/2015	97x3	$ 2,993,925.00
2/10/2015	133.x5	$ 1,498,743.75
2/19/2015	142x3	$ 2,994,000.00
3/27/2015	178x6.5	$ 6,488,625.00
5/20/2015	232x1.5	$ 1,500,000.00
10/24/2016	755x4	$ 4,000,000.00
12/23/2016	815x3	$ 2,999,400.00
12/27/2016	819x3	$ 3,000,000.00
6/13/2017	987x3	$ 3,000,000.00
8/15/2017	1050x3	$ 3,000,000.00
12/13/2017	1170x3	$ 3,000,000.00
12/26/2017	1183x5	$ 4,997,500.00
1/9/2018	1197x4	$ 3,997,000.00
2/22/2018	1241x2	$ 2,000,000.00
4/30/2018	1308x3	$ 3,000,000.00
6/27/2018	1366x3	$ 3,000,000.00
11/27/2018	1519x3	$ 2,989,950.00
TOTAL:	46216	**$ 54,459,143.75**

Total = 849 Days Weighted Average Maturity
As of: September 30, 2014

Please note that this does not include checking account at UBOC, El Dorado, LAIF or UBS account.

*Days are determined at a per million rate.

PUBLIC AGENCY RETIREMENT SERVICES | PARS

COUNTY OF INYO
PARS GASB 45 Program

Monthly Account Report for the Period
8/1/2014 to 8/31/2014

Kevin Carunchio
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 8/1/2014	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 8/31/2014
Employer Contribution	$5,057,353.99	$0.00	$103,737.67	$2,329.20	$0.00	$0.00	$5,158,762.46
Totals	**$5,057,353.99**	**$0.00**	**$103,737.67**	**$2,329.20**	**$0.00**	**$0.00**	**$5,158,762.46**

Investment Selection

Moderate HighMark PLUS

Investment Objective

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

			Annualized Return			
1-Month	**3-Months**	**1-Year**	**3-Years**	**5-Years**	**10-Years**	**Inception Date**
2.05%	2.18%	12.93%	10.58%	N/A	N/A	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Inception Date: Plan's inception date